



**AGENDA**  
**WATAUGA CITY COUNCIL**  
**REGULAR MEETING**  
**MONDAY, JUNE 8, 2020**  
**CITY HALL COUNCIL CHAMBER, 7105 WHITLEY ROAD**  
**6:30 PM**

This notice is posted pursuant to the Texas Open Meetings Act. Notice is hereby given that a **Regular City Council Meeting** of the City of Watauga, Texas will be held at which time the following subjects will be discussed and may be acted upon.

**COVID-19 PRECAUTIONS**

The operation of a municipality is an Essential Service. The Texas Governor's Order, with the guidance of DSHS Commissioner Dr. Hellerstedt, allows all persons in Texas to obtain essential services, but directs the public to do so by minimizing in-person contact with people who are not in the same household and direct the implementation of social distancing, good hygiene, environmental cleanliness and sanitation. Therefore, the following social distancing rules apply to the public attending this meeting:

- 1) Any member of the public attending the meeting shall maintain a six-foot distance from others (except for those you live in the same household). City Staff and City Officials shall practice social distancing to the extent able without interfering in the ability to carry out the essential governmental functions to be conducted at this meeting.
- 2) To enter City Hall to attend this meeting all persons must wear a face covering (i.e. a cloth mask that effectively covers the mouth and nose with more than one layer of fabric) or equivalent device.
- 3) Attendance in the Council Chamber will be limited to allow for the public in attendance to practice social distancing. Seating may be assigned.
- 4) Coughs and sneezes must be covered with a cloth or tissue, which should then be properly disposed of or washed, and shall not be exposed to others.
- 5) Public courtesies such as handshakes or other greetings shall be respectfully avoided.
- 6) Any member of the public approaching city representatives, whether they be city staff or elected or appointed officials must maintain six-foot social distancing.

Any person who fails to comply with the COVID-19 Precautions may be removed from the meeting.

**EXPANDED OPPORTUNITY FOR PUBLIC COMMENT OR PUBLIC TESTIMONY:**

*The City shall continue to allow expanded opportunities for members of the public who do not attend to participate in Public Comment and Public Testimony. Such participation will be allowed when recognized upon the Mayor's announcement.*

ANYONE WHO DOES NOT ATTEND BUT DESIRES TO COMMENT ON A MATTER NOT ON THE AGENDA OR TESTIFY ON A MATTER ON THE AGENDA AT THIS

MEETING MUST SEND THEIR COMMENT IN WRITING USING THE FORM AT [www.cowtx.org/publiccomment](http://www.cowtx.org/publiccomment) NO LATER THAN ONE (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 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.

**CALL TO ORDER** (Council Members, City Staff, Members of the Public - when speaking during the meeting please speak directly into the microphones on the dais or podium)

## **ROLL CALL**

## **INVOCATION**

**PLEDGE OF ALLEGIANCE** United States and Texas Flags

## **ANNOUNCEMENTS**

## **PRESENTATIONS**

1. Presentation of Service Awards for City of Watauga Employees celebrating a milestone anniversary during the month of June 2020  
**Andrea Gardner, City Manager**

**PUBLIC TESTIMONY** Members of the public are invited and encouraged to attend all public meetings of the 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. Individuals desiring to speak during Public Testimony shall be called upon to speak only after completing a Request to Speak form attached hereto as Annex E. The Request to Speak form for Public Testimony shall be submitted to the administrative staff prior to speaking. Individuals desiring to speak on an agenda item or during a public hearing shall submit the Request to Speak form prior to the introduction of that respective item by the Chair. Once the form is received by administrative staff, the individual shall be recognized and called upon by the Chair prior to speaking. Any public testimony must occur prior to formal action being taken by the City Council. The Chair shall have the power to suspend citizen comments at any time during the meeting to preserve the order and efficiency of the meeting. Reasonable time limitations may be placed on public testimony by the presiding officer in order to conduct an efficient and effective public meeting.

## **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 on a resolution by the City Council of the City of Watauga, Texas amending Policy 4.01 Performance Evaluations of the Personnel, Administration and Financial Policies and Procedures Manual regarding procedures for evaluating employees; providing for repeal; providing for severability; providing an effective date.

**Marcia Reyna, Human Resources and Civil Service Director**

**Andrea Gardner, City Manager**

2. Consideration and action on the Monthly Financial Report for the period ending April 30, 2020

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

**Andrea Gardner, City Manager**

3. Consider action on a Resolution of the City Council of the City of Watauga, Texas, authorizing the City Manager to negotiate and execute on behalf of the City an Interlocal Agreement for vehicle maintenance services by and between the City of Watauga, Texas and the Town of Trophy Club, Texas; providing for repeal; providing for severability; and providing for an effective date.

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

**Andrea Gardner, City Manager**

4. Consider action on a Resolution of the City Council of the City of Watauga, Texas, approving an agreement for the development of property between 5613 Bowie LLC and the City of Watauga, Texas, and authorizing the City Manager of the City of Watauga to execute said agreement; providing for repeal; providing for severability; providing for an effective date.

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

**Andrea Gardner, City Manager**

5. Consider action on a resolution by the City Council of the City of Watauga, Texas amending Policy 8.01 Holidays of the Personnel, Administration and Financial Policies and Procedures Manual regarding procedures for administering employee holidays; providing for repeal; providing for severability; providing an effective date.

**Marcia Reyna, Human Resources and Civil Service Director**

**Andrea Gardner, City Manager**

6. Consider action on a Resolution of the City Council of the City of Watauga, Texas, authorizing the City Manager to negotiate and execute on behalf of the City an Interlocal Agreement for vehicle maintenance services by and between the City of Watauga, Texas, and the City of Westlake, Texas; providing for repeal; providing for severability; and providing for an effective date.

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

**Andrea Gardner, City Manager**

7. Consider action on a Resolution of the City Council of the City of Watauga, Texas,

authorizing the City Manager to negotiate and execute on behalf of the City an Interlocal Agreement for vehicle maintenance services by and between the City of Watauga, Texas and the City of Blue Mound, Texas; providing for repeal; providing for severability; and providing for an effective date.

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

**Andrea Gardner, City Manager**

8. Consider action on a Resolution of the City Council of the City of Watauga, Texas, eliminating the Watauga Commercial Improvement Program (WCIP); providing for repeal; providing for a severability clause; and providing for an effective date.

**Andrea Gardner, City Manager**

9. Discuss and consider action to approve the budget for CARES Act to Tarrant County as required by the Interlocal Cooperation Agreement with Tarrant County

**Andrea Gardner, City Manager**

## **ACTION ITEMS**

1. Discuss and consider action on a Resolution of the City Council of the City of Watauga, Texas, directing its designated officer to calculate an 8 percent voter-approval tax rate pursuant to Section 26.05, Tax Code; providing for repeal; providing for a severability clause; and providing for an effective date

**George Hyde, Legal**

**Andrea Gardner, City Manager**

2. Discuss and consider action on a Resolution of the City Council of the City of Watauga, Texas, approving Mayoral liaison appointments to City boards, commissions, and committees pursuant to Council Rules of Procedures Section 5.04; providing for repeal; providing for a severability clause; and providing for an effective date.

**Mayor Arthur L. Miner**

**Andrea Gardner, City Manager**

3. Discuss and consider action to appoint members to the Youth Advisory Council for the City of Watauga

**Andrea Gardner, City Manager**

4. Discuss and provide direction on the City of Watauga Council Rules of Procedure Manual

**Mayor Arthur L. Miner**

**Andrea Gardner, City Manager**

5. Consider and take action to select a Mayor Pro Tem per the City of Watauga Home Rule Charter

**Mayor Arthur L. Miner**

6. Discuss and provide direction on conducting an RFP (Request for Proposals) for bulk collection services within the City of Watauga



**Andrea Gardner, City Manager**

## **REPORTS**

1. Report on HB 3834 Mandated Cyber Security Training  
**Bradley Fraley, Chief Information Officer**  
**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 551.071 consultation with City Attorney and 551.074 Deliberation regarding personnel matters, which allows the following:**

1. to deliberate upon and seek the advice of the City Attorney regarding the duties of the Mayor, Mayor, Arthur L. Miner  
**Andrea Gardner, City Manager**

### **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**

### **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, June 4, 2020, before 5:00 p.m., in accordance with Chapter 551 of the Texas Government Code.



Andrea Gardner, City Secretary





## AGENDA MEMORANDUM

**DATE:** May 12, 2020

**TO:** Honorable City Council Members

**FROM:** Marcia Reyna, Human Resources and Civil Service Director

**THROUGH:** Andrea Gardner, City Manager

**SUBJECT:** Consider action on a resolution by the City Council of the City of Watauga, Texas amending Policy 4.01 Performance Evaluations of the Personnel, Administration and Financial Policies and Procedures Manual regarding procedures for evaluating employees; providing for repeal; providing for severability; providing an effective date.

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### **BACKGROUND/INFORMATION:**

During the Council Meeting on May 11, 2020, Council provided direction on changing the procedure for conducting performance evaluations for employees who report to the City Council. The proposed revision to *Policy 4.01 Performance Evaluation* outlines these changes.

### **FINANCIAL IMPLICATIONS:**

N/A

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

It is respectfully requested that City Council consider action to adopt resolution 2020-026 of the City Council of the City of Watauga, Texas amending Policy 4.01 Performance Evaluations of the Personnel, Administration and Financial Policies and Procedures Manual.

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

1. Exhibit "A" Policy 4.01 Performance Evaluations
2. Resolution Policy 4.01 Performance Evaluation

### **REVIEWED BY:**

Macy Cotton, Legal

George Hyde, Legal

Marcia Reyna, Human Resources and Civil Service Director

Andrea Gardner, City Manager

*Approved as to form for inclusion on Agenda*

Approved - 5/15/2020

Approved - 5/27/2020

Approved - 5/27/2020

Final Approval - 5/27/2020



## **CITY OF WATAUGA – PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL**

|                               |                                |
|-------------------------------|--------------------------------|
| <b>POLICY TITLE</b>           | <b>Performance Evaluations</b> |
| <b>INITIAL EFFECTIVE DATE</b> | <b>November 16, 2015</b>       |
| <b>LAST REVISION DATE</b>     | <b>June 8, 2020</b>            |
| <b>POLICY NUMBER</b>          | <b>4.01</b>                    |

**OBJECTIVE** To ensure that all City employees are evaluated in a fair and equitable manner and provide opportunities for communication between the supervisor and employee on the status of the employee's job performance, development opportunities, and areas of improvement.

**SCOPE** This policy applies to all regular full-time and regular part-time employees of the City of Watauga.

### **POLICY**

The City's Performance Management Process is a performance management and development process designed to support the overall goals and objectives of the City. The process is designed to provide individual performance feedback in a positive manner. The process is a tool for supervisors and employees to plan professional and career development at the City and highlight any performance deficiencies and any noteworthy accomplishments. The Performance Evaluation form is used to assess overall employee performance.

While there should be one (1) formal evaluation conducted annually, discussions concerning employee performance should occur periodically and as needed throughout the year. Critical events should be documented and discussed with an employee as they occur.

### **A. Types of Performance Evaluations**

#### **1. Annual Evaluation**

Formal, documented performance discussions between an employee and their supervisor should occur on or around the employee's anniversary date in their position. In the event such meeting cannot occur within this time frame due to the approved absence of either party, the meeting should occur as soon as practical. Comments provided by the evaluator and employee will be discussed during the formal meeting.

## **2. Probationary Evaluation for New Hires/Promotions**

All newly hired or promoted employees will receive a performance evaluation at six (6) months. Civil Service employees, who are required to attend the academy, will receive their performance evaluation at twelve (12) months.

## **3. Transfers**

An employee assigned to a new supervisor since their most recent anniversary date will have their evaluation completed by the receiving supervisor with input from the prior supervisor if possible.

## **B. Performance Evaluation Procedure**

### **1. Regular Employees**

- a. At the beginning of each month, the Human Resources Department will send supervisors notifications of performance evaluations that are due by the end of that month.
- b. A supervisor will conduct a thorough, fair, and consistent evaluation of the performance for all employees reporting to the supervisor. The evaluation form is then submitted to the Department Head for signature.
- c. Once the performance evaluation is complete, the supervisor will meet with the employee to discuss the evaluation and provide constructive feedback.
- d. After meeting with the employee, the supervisor will provide a copy of the signed evaluation to the employee and submit the evaluation to Human Resources for calculating the appropriate merit increase, if applicable, to be awarded the employee.

### **2. Employees Reporting to City Council**

1. Performance evaluations will be completed by City Council for the positions of City Manager and City Secretary annually during the month of March. If it is in the best interest of the City to hold the evaluations during a different Council Meeting, the Mayor must approve the change and all Council Members must be notified.
2. City Council Members will complete the performance evaluations to the best of their ability to provide feedback to the employee on their performance.
- ~~3. The City Attorney will notify the City Council of the evaluation sixty (60) days prior to the due date. Completed evaluations will be submitted to the City Attorney who will verify completeness. All completed evaluations will be given to the Mayor. The Mayor will schedule a workshop to conduct the performance evaluation. Human Resources Director will collect the completed performance evaluations and provide them to the employee prior to the March Council Meeting for review and preparation for discussion.~~
4. Employees will review the completed evaluations and provide feedback and/or ask questions during the Council Meeting.

5. After the March Council Meeting, the employee will have ten (10) business days to provide feedback on the evaluation, if so desired. All Council Members will be provided a copy of the feedback received from the employee.
6. Newly hired or promoted employees will receive a performance evaluation at six (6) months.
7. The Appeal Process described in Section D. of this policy does not apply to Employees Reporting to City Council.

### **C. Unsatisfactory Performance**

An employee receiving an overall evaluation score of below average will be placed on a performance improvement plan (as long as the evaluation is not a probationary evaluation). An employee receiving an unsatisfactory performance review shall be reviewed again in ninety (90) days. If performance is still below average, the Department Director will take appropriate disciplinary action.

*See Policy 4.07 Performance Improvement Plan*

### **D. Appeal Process**

An employee, other than a probationary employee, that is dissatisfied with the results of their performance evaluation may appeal the results to their Department Director within five (5) business days of receiving the evaluation by submitting a written appeal to the Department Director. The written request must contain the following information: 1. the date of the performance evaluation, the name of the evaluator, and the date the employee received the evaluation; 2. identification of the performance dimensions or comments which the employee believes are incorrect; 3. specification of the scores or comments the employee believes should appear on the evaluation; 4. facts substantiating the requested changes; and 5. a copy of the performance evaluation (the employee should retain a copy).

Upon receiving a request for appeal that is timely filed, the Department Director shall, within fifteen (15) business days, review the documentation submitted and either sustain or change the evaluation report and notify the employee in writing of the decision. If the decision changes the performance evaluation, a copy of the revised performance evaluation must be included with the notice and a copy forwarded to Human Resources to re-calculate the evaluation.

If the employee is not satisfied with the determination of the Department Director, the employee may appeal in writing to the Director of Human Resources within five (5) business days of receiving the decision from the appointing authority. The Director of Human Resources will, within fifteen (15) business days, review the appeal information and either sustain or change the evaluation report and notify the employee and the Department Director of the decision in writing. The decision of the Director of Human Resources is final.

**CITY OF WATAUGA, TEXAS  
RESOLUTION NO. 2020-026**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY  
OF WATAUGA, TEXAS AMENDING POLICY 4.01  
PERFORMANCE EVALUATIONS OF THE PERSONNEL,  
ADMINISTRATION AND FINANCIAL POLICIES AND  
PROCEDURES MANUAL REGARDING PROCEDURES  
FOR EVALUATING EMPLOYEES; 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 Council wishes to amend the current process for completing performance evaluations for employees who report to the City Council; and

WHEREAS, the new procedures will allow the City Council to work with the City Attorney on completing the performance evaluation for the positions of City Manager and City Secretary.

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 4.01 Performance Evaluations 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:** May 21, 2020

**TO:** Honorable City Council Members

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

**THROUGH:** Andrea Gardner, City Manager

**SUBJECT:** Consideration and action on the Monthly Financial Report for the period ending April 30, 2020

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**BACKGROUND/INFORMATION:**

Attached is the Monthly Financial Report for the period ending 4/30/2020.

**FINANCIAL IMPLICATIONS:**

N/A

**RECOMMENDATION/ACTION DESIRED:**

Consider and approve the Monthly Financial Report for the period ending April 30, 2020.

**ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. Council Report - April 2020 to Council June 8 2020sg

**REVIEWED BY:**

Sandra Gibson, CGFO, CGFM, Director of Finance

Andrea Gardner, City Manager

*Approved as to form for inclusion on Agenda*

Approved - 6/3/2020

Final Approval - 6/3/2020



## Monthly Financial Report Fiscal 2019-2020 For the period ending April 30, 2020

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### Sales Tax

Due to the timing of this report, the April sales tax numbers are not yet available. The City's sales tax distribution from the State Comptroller's office for the April, 2020 sales tax receipts will be received on June 12, 2020. An estimated accrual of sales tax has been calculated in this financial report using a 35% decline over the same time last year. This estimate was based on the 13.85% decline on sales tax that the City received last month for March sales and the restrictions in place for certain businesses during the entire month of April, 2020. The actual sales tax data and comparison to surrounding cities will be included on next month's financial report.

Although the State Comptroller has not sent sales tax distributions for April sales tax receipts, their office reports that state sales tax revenue was 13.2 percent less in May 2019, and this decline is the steepest year-over-year decline since January 2010. In a press release on June 1, 2020, Texas Comptroller Glenn Hegar shared the following information:

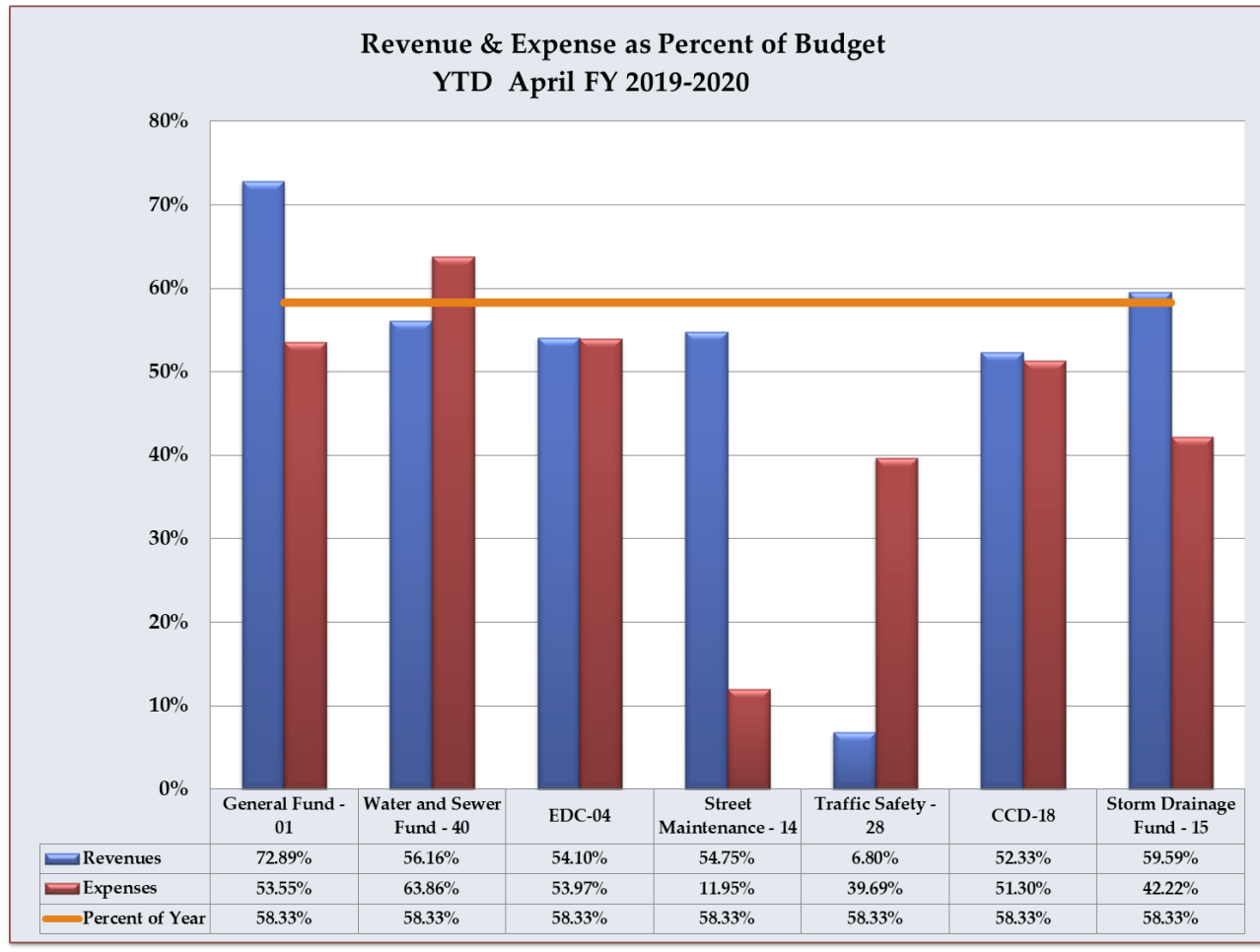
"Significant declines in sales tax receipts were evident in all major economic sectors, with the exception of telecommunications services," Hegar said. "The steepest decline was in collections from oil and gas mining, as energy companies cut well drilling and completion spending following the crash in oil prices.

"The business closures and restrictions and stay-at-home orders due to the COVID-19 pandemic spurred deep drops in collections from restaurants, amusement and recreation services, and physical retail stores. These declines were offset in part by increases from big box retailers and grocery stores that remained open as essential businesses, online retailers and restaurants that could readily pivot to takeout and delivery service.

"With the easing of state and local government social distancing orders beginning in May, business activity in the sectors most affected by measures to curb the pandemic should begin to slowly recover, but operations resuming at reduced capacity will result in continued reductions in employment, income and activity subject to sales tax for months to come."

## **Financial Highlights**

Through April, 2020, the City is 58% through the fiscal year. Revenue and expenses are reflected in the chart below and details of each fund's revenues and expenditures re attached.



## **General Fund**

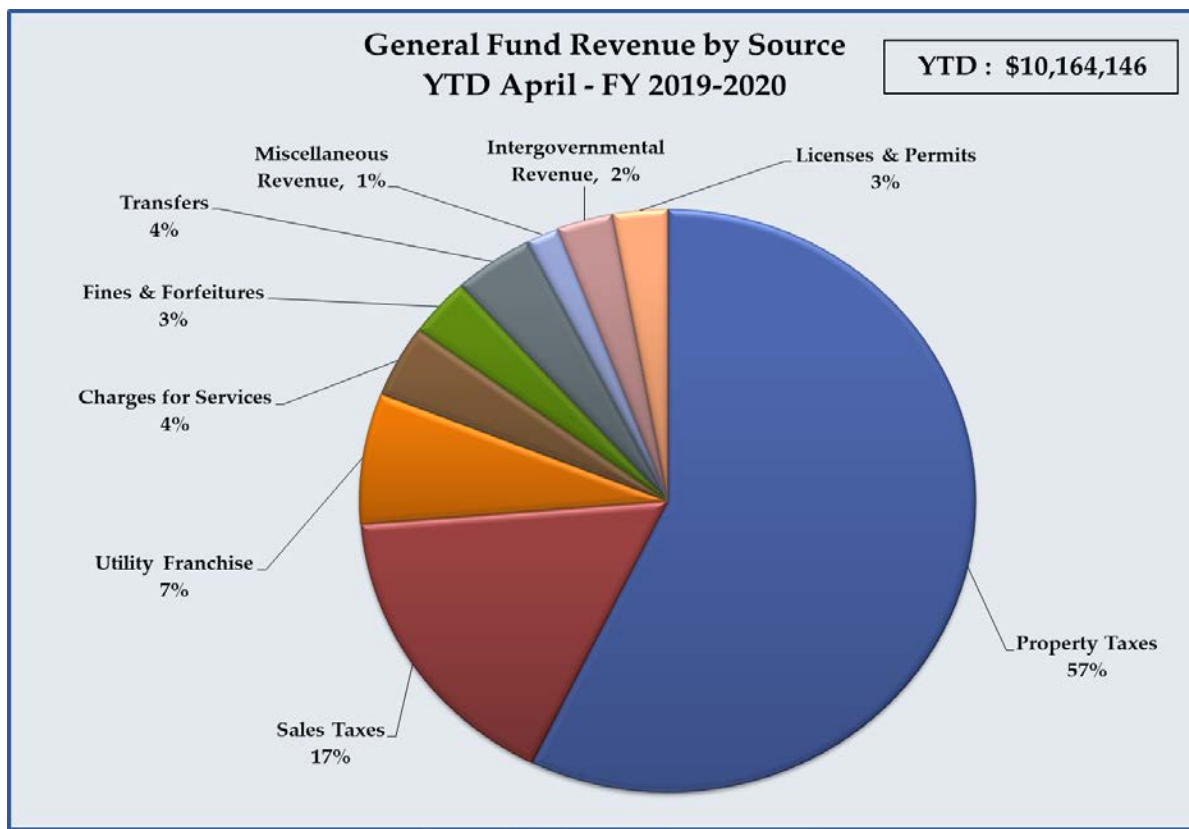
**Revenues** – Year-to-date revenues represent 72.89% of budget collected, or \$10,164,146. Almost all categories of revenue were down for the month due to COVID-19 social distancing and City programs and facilities being closed during the month of April.

**Property Tax** – Through April, 2020, the City has received 94% 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 City has received \$738,560, or 79% in budgeted franchise fee revenues through April, 2020. The annual franchise fee payments from Oncor Electricity and Atmos Gas were received in March, 2020.

**Licenses and Permits** - License and permit fees are at 55.4% of budget collected, an increase of \$38,676 over prior year. Through March, the City had experienced increases over last year's collections in the categories of building permits, electrical

permits, and rental property permit receipts. April activity was down \$5,329, or 16% in comparison to last fiscal year.



**Charges for Services** - Charges for Services revenues are at 46.5% of budget collected. Charges for services include recreation fees, ambulance services, garbage collection fees and animal adoption fees. This revenue category was down \$23,491, or 26% lower in comparison to last year.

**Fines and Forfeitures** - Fines and Forfeitures are at 53.8% of budget which is \$102,263, or 44% higher than last year's collections. Citations were trending upwards this fiscal year through the middle of March due to additional personnel assigned to traffic enforcement in comparison to last year. April fine receipts are down \$17,882, or 39% lower in comparison to last year.

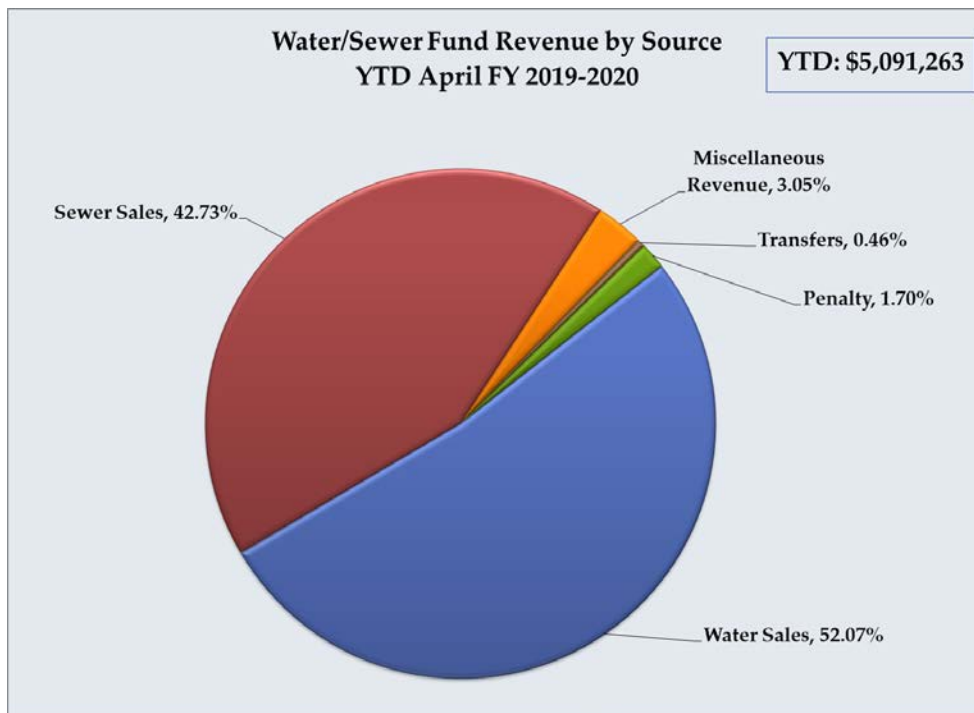
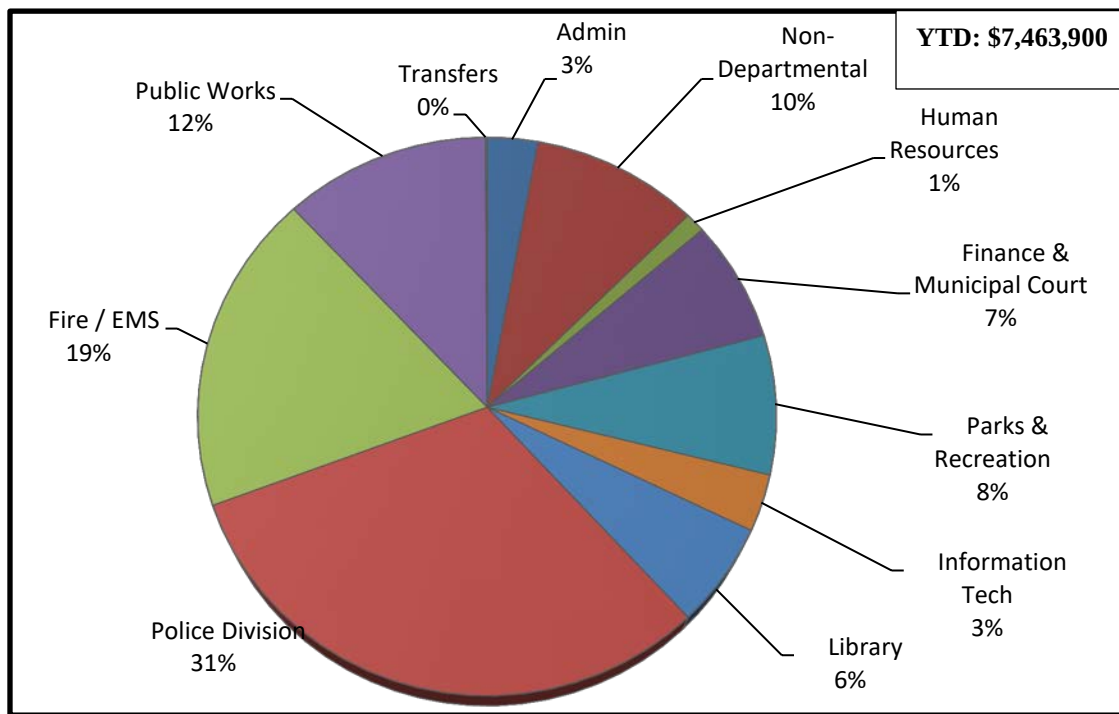
**Miscellaneous Revenue** - Miscellaneous revenues include Interest earnings, rental of recreational facilities, and other revenue. These receipts total \$173,006 which is 36% of budgeted revenues. Interest income is expected to end the year lower than budget expectations due to the decline in interest yield in the City's money market accounts.

**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 59.4% of budget and Transfers at 58.8% of budget.

**Expenses** - General fund expenses are at 53.5% of budget expended and total \$7,463,900 for the year. Expenditures are 8% 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 in comparison to last year. In March, due to the COVID-19 pandemic, expense reductions were put in place to help offset the expected revenue losses in future months. These include a hiring freeze, ceasing all discretionary spending, and stopping lease payments to the equipment replacement fund for the remainder of the year.

### GENERAL FUND EXPENDITURES BY DEPARTMENT

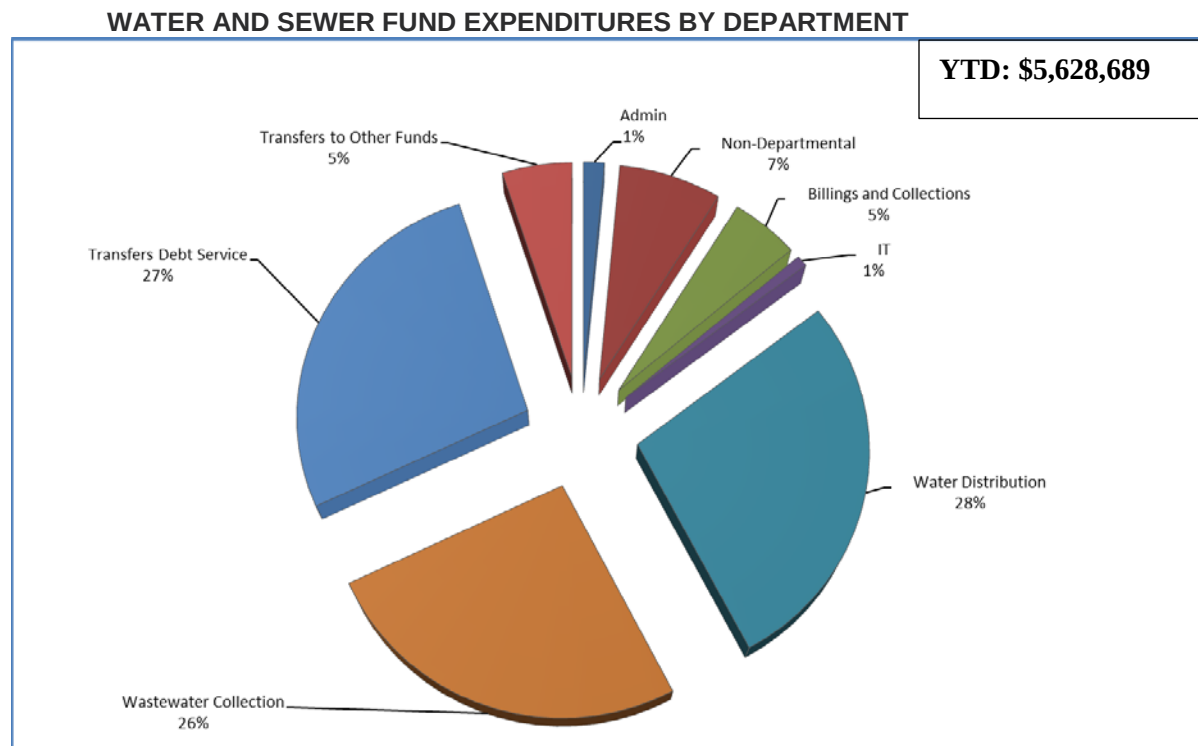


### Water and Sewer Fund

Water and sewer revenues are on target with budget and are currently at 56% of budgeted revenues through April, 2020. Water sales are at 55.9% of budgeted revenues and Sewer revenues are at 56.9% of budget.

**Miscellaneous Sales and Penalties-** Miscellaneous sales include penalty revenue, EPA revenue, service charges, returned check fees, and damaged/tampering fees. This category of revenue is at 69% of budget collected. A decrease of \$16,656 in penalty fees occurred during the month of April due to the City not assessing penalties for late payments due to COVID-19.

**Expenses** – Year-to-date expenses in the Water/Sewer fund are in line with budget expectations and are currently at 64%. All budget departments are close to budget target. Transfers to Debt Service are at 86% of budget due to the payments that were due and paid on February 1, 2020. The remainder of debt service payments are due in August, 2020. Wastewater expenditures are down \$102,960, or 6.7% from last year due in part to lower wholesale wastewater costs from the City of Ft. Worth and less rainfall this year in comparison the last fiscal year. The breakdown of expenses by department is shown below:



**Storm Drain Fund** – Revenues represent 59.6% of budget collected. Expenses are at 42.2% of budget in this fund through April, 2020. Capital projects budgeted this year include Capp Smith wall repair, Whitley Road phase 2 and phase 3, of which expenditures total \$1,516,076 through April, 2020.

**Special Revenue Funds** - In the **Street Maintenance Fund**, revenues are at 54.8% of budget collected and expenses are at 11.95% of budget. Street projects will begin later this fiscal year. The **Watauga Crime Control and Prevention District** has collected 52.33% of total revenues and is at 51.3% of budget expended. The **Watauga Economic Development Corporation Fund** has collected 54% of sales tax revenues and is at 54% of budget expended through April, 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 \$1,952 of investment income or 6.8% of budget year-to-date and expenditures are at 39.7% of budget at this time.

**CITY OF WATAUGA**  
**BUDGET TO ACTUAL COMPARISON**  
**FISCAL YEAR 2020**  
For the period ending April 30, 2020 (3rd FY Qtr.)

**GENERAL FUND - 01**

| <b>REVENUE:</b>                                     | <b>CURRENT<br/>BUDGET</b> | <b>4/30/2020<br/>YTD ACTUAL</b> | <b>%<br/>USED</b> | <b>%<br/>REMAINING</b> | <b>4/30/2019<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                 | 5,768,577                       | 94.26%            | 5.74%                  | 5,356,142                       | 412,435                    | 7.70%                     |
| Delinquent                                          | 26,000                    | 29,416                          | 113.14%           | -13.14%                | 21,129                          | 8,286                      | 39.22%                    |
| Penalty & Interest                                  | 27,000                    | 23,156                          | 85.76%            | 14.24%                 | 19,561                          | 3,595                      | 18.38%                    |
| SALES TAX                                           | 3,107,000                 | 1,671,529                       | 53.80%            | 46.20%                 | 1,791,633                       | (120,103)                  | -6.70%                    |
| UTILITY FRANCHISE                                   | 932,000                   | 738,560                         | 79.24%            | 20.76%                 | 767,227                         | (28,667)                   | -3.74%                    |
| LICENSES & PERMITS                                  | 529,000                   | 293,134                         | 55.41%            | 44.59%                 | 254,457                         | 38,676                     | 15.20%                    |
| INTERGOVERNMENTAL REVENUE                           | 502,600                   | 298,665                         | 59.42%            | 40.58%                 | 285,115                         | 13,550                     | 4.75%                     |
| CHARGES FOR SERVICES                                | 877,000                   | 407,649                         | 46.48%            | 53.52%                 | 431,141                         | (23,491)                   | -5.45%                    |
| FINES & FORFEITURES                                 | 617,900                   | 332,347                         | 53.79%            | 46.21%                 | 230,084                         | 102,263                    | 44.45%                    |
| MISCELLANEOUS INCOME                                | 478,200                   | 173,006                         | 36.18%            | 63.82%                 | 171,499                         | 1,507                      | 0.88%                     |
| OPERATING TRANSFERS IN                              | 727,792                   | 428,108                         | 58.82%            | 41.18%                 | 323,931                         | 104,177                    | 32.16%                    |
| <b>TOTAL REVENUE</b>                                | <b>\$13,944,492</b>       | <b>\$10,164,146</b>             | <b>72.89%</b>     | <b>27.11%</b>          | <b>\$9,651,919</b>              | <b>\$512,227</b>           | <b>5.31%</b>              |
| <b>ADMINISTRATION</b>                               | 449,585                   | 217,842                         | 48.45%            | 51.55%                 | 163,554                         | 54,288                     | 33.19%                    |
| <b>HUMAN RESOURCES</b>                              | 165,175                   | 86,178                          | 52.17%            | 47.83%                 | 94,133                          | (7,955)                    | -8.45%                    |
| <b>BUILDINGS - PW</b>                               | 823,000                   | 397,204                         | 48.26%            | 51.74%                 | 412,823                         | (15,619)                   | -3.78%                    |
| <b>FINANCE</b>                                      | 470,440                   | 287,675                         | 61.15%            | 38.85%                 | 280,085                         | 7,590                      | 2.71%                     |
| <b>MUNICIPAL COURT - FIN</b>                        | 436,750                   | 241,332                         | 55.26%            | 44.74%                 | 218,729                         | 22,604                     | 10.33%                    |
| <b>DEVELOPMENTAL SERVICES - PW</b>                  | 205,555                   | 119,236                         | 58.01%            | 41.99%                 | 88,204                          | 31,032                     | 35.18%                    |
| <b>LIBRARY</b>                                      | 998,400                   | 445,335                         | 44.60%            | 55.40%                 | 492,388                         | (47,053)                   | -9.56%                    |
| <b>PARKS AND RECREATION</b>                         | 1,340,550                 | 601,248                         | 44.85%            | 55.15%                 | 345,701                         | 255,547                    | 73.92%                    |
| <b>POLICE</b>                                       | 4,022,700                 | 2,328,742                       | 57.89%            | 42.11%                 | 1,937,406                       | 391,336                    | 20.20%                    |
| <b>FIRE/EMS</b>                                     | 2,692,725                 | 1,391,204                       | 51.67%            | 48.33%                 | 1,394,155                       | (2,951)                    | -0.21%                    |
| <b>PUBLIC WORKS - STREETS</b>                       | 606,650                   | 267,085                         | 44.03%            | 55.97%                 | 284,735                         | (17,650)                   | -6.20%                    |
| <b>FLEET MANAGEMENT - PW</b>                        | 198,450                   | 106,304                         | 53.57%            | 46.43%                 | 104,660                         | 1,644                      | 1.57%                     |
| <b>NON-DEPARTMENTAL</b>                             | 1,137,666                 | 721,266                         | 63.40%            | 36.60%                 | 732,955                         | (11,689)                   | -1.59%                    |
| <b>INFORMATION TECHNOLOGY</b>                       | 378,560                   | 245,955                         | 64.97%            | 35.03%                 | 266,498                         | (20,542)                   | -7.71%                    |
| <b>ECONOMIC DEVELOPMENT</b>                         | -                         | -                               | 0.00%             | 100.00%                | 49,071                          | (49,071)                   | -100.00%                  |
| <b>TRANSFERS TO OTHER FUNDS</b>                     | 12,500                    | 7,292                           | 58.34%            | 41.66%                 | 48,022                          | (40,729)                   | -84.81%                   |
| <b>TOTAL EXPENDITURES</b>                           | <b>\$13,938,706</b>       | <b>\$7,463,900</b>              | <b>53.55%</b>     | <b>46.45%</b>          | <b>\$6,913,117</b>              | <b>\$550,782</b>           | <b>7.97%</b>              |
| <b>EXCESS REVENUE OVER (UNDER)<br/>EXPENDITURES</b> | <b>\$5,786</b>            | <b>\$2,700,246</b>              |                   |                        | <b>\$2,738,801</b>              | <b>(\$38,555.03)</b>       |                           |



**CITY OF WATAUGA**  
**BUDGET TO ACTUAL COMPARISON**  
**FISCAL YEAR 2020**  
For the period ending April 30, 2020 (3rd FY Qtr.)

**DEBT SERVICE FUND - 03**

|                                                         | <b>CURRENT<br/>BUDGET</b> | <b>4/30/2020<br/>YTD ACTUAL</b> | <b>%<br/>USED</b> | <b>%<br/>REMAINING</b> | <b>4/30/2019<br/>YTD ACTUAL</b> | <b>\$ CHG<br/>20 vs 19</b> | <b>% CHG<br/>20 vs 19</b> |
|---------------------------------------------------------|---------------------------|---------------------------------|-------------------|------------------------|---------------------------------|----------------------------|---------------------------|
| <b>REVENUE:</b>                                         |                           |                                 |                   |                        |                                 |                            |                           |
| <b>TAXES</b>                                            |                           |                                 |                   |                        |                                 |                            |                           |
| AD VALOREM                                              | 2,628,000                 | 2,481,709                       | 94.43%            | 5.57%                  | 2,306,834                       | \$174,876                  | 7.58%                     |
| Delinquent                                              | 12,000                    | 12,668                          | 105.57%           | -5.57%                 | 9,171                           | \$3,497                    | 38.14%                    |
| Penalty & Interest                                      | 10,000                    | 8,973                           | 89.73%            | 10.27%                 | 7,258                           | \$1,715                    | 23.62%                    |
| INTEREST EARNINGS                                       | 15,500                    | 10,442                          | 67.37%            | 32.63%                 | 11,948                          | (\$1,506)                  | -12.60%                   |
| OTHER FINANCING SOURCES                                 | -                         | 0                               | -                 | -                      | 0                               | \$0                        | -                         |
| OPERATING TRANSFERS IN                                  | 100,178                   | 58,437                          | 58.33%            | 41.67%                 | 0                               | \$58,437                   | -                         |
| <b>TOTAL REVENUE</b>                                    | <b>\$2,765,678</b>        | <b>\$2,572,229</b>              | <b>93.01%</b>     | <b>6.99%</b>           | <b>\$2,335,210</b>              | <b>\$237,019</b>           | <b>10.15%</b>             |
| <br>Contractual & Sundry                                | <br>2,642,003             | <br>2,349,912                   | <br>88.94%        | <br>11.06%             | <br>2,190,883                   | <br>\$159,029              | <br>7.26%                 |
| <b>TOTAL EXPENDITURES</b>                               | <b>\$2,642,003</b>        | <b>2,349,912</b>                | <b>88.94%</b>     | <b>11.06%</b>          | <b>2,190,883</b>                | <b>\$159,029</b>           | <b>7.26%</b>              |
| <br><b>EXCESS REVENUE OVER (UNDER)<br/>EXPENDITURES</b> | <br><b>\$123,675.00</b>   | <br><b>\$222,316</b>            |                   |                        | <br><b>\$144,327</b>            | <br><b>\$77,990</b>        |                           |

**CITY OF WATAUGA  
BUDGET TO ACTUAL COMPARISON  
FISCAL YEAR 2020  
For the period ending April 30, 2020 (3rd FY Qtr.)**

**CRIME CONTROL DISTRICT - 18**

| <b>REVENUE:</b>                                     | <b>CURRENT<br/>BUDGET</b> | <b>4/30/2020<br/>YTD ACTUAL</b> | <b>%<br/>USED</b> | <b>%<br/>REMAINING</b> | <b>4/30/2019<br/>YTD ACTUAL</b> | <b>\$ CHG<br/>20 vs 19</b> | <b>% CHG<br/>20 vs 19</b> |
|-----------------------------------------------------|---------------------------|---------------------------------|-------------------|------------------------|---------------------------------|----------------------------|---------------------------|
| <b>SALES TAX</b>                                    | 1,509,000                 | 816,854                         | 54.13%            | 45.87%                 | 879,292                         | (62,438)                   | -7.10%                    |
| <b>INTEREST EARNING/OTHER</b>                       | 67,000                    | 7,849                           | 11.72%            | 88.28%                 | 59,621                          | (51,772)                   | -86.83%                   |
|                                                     |                           |                                 | -                 | -                      |                                 | -                          | -                         |
| <b>TOTAL REVENUE</b>                                | <b>\$1,576,000</b>        | <b>\$824,703</b>                | <b>52.33%</b>     | <b>47.67%</b>          | <b>\$938,913</b>                | <b>(\$114,210)</b>         | <b>-12.16%</b>            |
| <b>PERSONNEL SERVICES</b>                           | 982,500                   | 582,394                         | 59.28%            | 40.72%                 | \$502,096                       | 80,297                     | 15.99%                    |
| <b>SUPPLIES</b>                                     | 147,500                   | 53,087                          | 35.99%            | 64.01%                 | \$59,929                        | (6,842)                    | -11.42%                   |
| <b>MAINTENANCE</b>                                  | 198,500                   | 139,706                         | 70.38%            | 29.62%                 | \$132,750                       | 6,955                      | 5.24%                     |
| <b>CONTRACTUAL &amp; SUNDRY</b>                     | 329,870                   | 77,666                          | 23.54%            | 76.46%                 | \$195,867                       | (118,201)                  | -60.35%                   |
| <b>TRANSFERS</b>                                    | 30,000                    | 16,206                          | 54.02%            | 45.98%                 | \$26,004                        | (9,798)                    | -37.68%                   |
| <b>CAPITAL OUTLAY</b>                               | 17,000                    | 5,750                           | 33.82%            | 66.18%                 | \$230                           | 5,520                      | 0.00%                     |
| <b>TOTAL EXPENDITURES</b>                           | <b>1,705,370</b>          | <b>874,809</b>                  | <b>51.30%</b>     | <b>48.70%</b>          | <b>\$916,876</b>                | <b>(\$42,068)</b>          | <b>-4.59%</b>             |
| <b>EXCESS REVENUE OVER (UNDER)<br/>EXPENDITURES</b> | <b>(\$129,370)</b>        | <b>(\$50,106)</b>               |                   |                        | <b>\$ 22,036</b>                | <b>(\$72,142)</b>          |                           |

**CITY OF WATAUGA  
BUDGET TO ACTUAL COMPARISON  
FISCAL YEAR 2020  
For the period ending April 30, 2020 (3rd FY Qtr.)**

**WATAUGA ECONOMIC DEVELOPMENT CORP - 04**

|                                                     | <b>CURRENT<br/>BUDGET</b> | <b>4/30/2020<br/>YTD ACTUAL</b> | <b>%<br/>USED</b> | <b>%<br/>REMAINING</b> | <b>4/30/2019<br/>YTD ACTUAL</b> | <b>\$ CHG<br/>20 vs 19</b> | <b>% CHG<br/>20 vs 19</b> |
|-----------------------------------------------------|---------------------------|---------------------------------|-------------------|------------------------|---------------------------------|----------------------------|---------------------------|
| <b>REVENUE:</b>                                     |                           |                                 |                   |                        |                                 |                            |                           |
| SALES TAX                                           | 764,000                   | 415,582                         | 54.40%            | 45.60%                 | 441,414                         | (25,832)                   | -5.85%                    |
| INTEREST EARNINGS                                   | 10,000                    | 3,168                           | 31.68%            | 68.32%                 | 5,962                           | (2,794)                    | -46.86%                   |
| INTEREST/ESCROW                                     | -                         | -                               | -                 | -                      | -                               | -                          | -                         |
| CONTRIBUTIONS/OTHER                                 | -                         | -                               | -                 | -                      | -                               | -                          | -                         |
| <b>TOTAL REVENUE</b>                                | <b>\$774,000</b>          | <b>\$418,750</b>                | <b>54.10%</b>     | <b>45.90%</b>          | <b>\$447,376</b>                | <b>(28,626)</b>            | <b>-6.40%</b>             |
| <br>                                                |                           |                                 |                   |                        |                                 |                            |                           |
| PERSONNEL SERVICES                                  | -                         | (0)                             | 0.00%             | 100.00%                | 229,419                         | (229,419)                  | -100.00%                  |
| NON-DEPARTMENTAL                                    | -                         | -                               | 0.00%             | 100.00%                | 9,590                           | (9,590)                    | -100.00%                  |
| SUPPLIES                                            | 2,200                     | 324                             | 14.71%            | 85.29%                 | 12,751                          | (12,427)                   | -97.46%                   |
| MAINTENANCE                                         | 4,000                     | -                               | 0.00%             | 100.00%                | 24,219                          | (24,219)                   | -100.00%                  |
| CONTRACTUAL & SUNDRY                                | 148,450                   | 74,446                          | 50.15%            | 49.85%                 | 54,805                          | 19,641                     | 35.84%                    |
| TRANSFERS                                           | 294,470                   | 171,673                         | 58.30%            | 41.70%                 | 30,020                          | 141,653                    | 471.86%                   |
| CAPITAL OUTLAY                                      | 7,500                     | -                               | 0.00%             | 100.00%                | 5,500                           | (5,500)                    | 0.00%                     |
| <b>TOTAL EXPENDITURES</b>                           | <b>456,620</b>            | <b>246,443</b>                  | <b>53.97%</b>     | <b>46.03%</b>          | <b>\$ 366,304</b>               | <b>(119,862)</b>           | <b>-32.72%</b>            |
| <br>                                                |                           |                                 |                   |                        |                                 |                            |                           |
| <b>EXCESS REVENUE OVER (UNDER)<br/>EXPENDITURES</b> | <b>\$317,380</b>          | <b>\$172,307</b>                |                   |                        | <b>\$81,072</b>                 | <b>\$91,236</b>            |                           |

**CITY OF WATAUGA**  
**BUDGET TO ACTUAL COMPARISON**  
**FISCAL YEAR 2020**  
For the period ending April 30, 2020 (3rd FY Qtr.)

**STREET MAINTENANCE FUND - 14**

| <b>REVENUE:</b>                                         | <b>CURRENT<br/>BUDGET</b> | <b>4/30/2020<br/>YTD ACTUAL</b> | <b>%<br/>USED</b> | <b>%<br/>REMAINING</b> | <b>4/30/2019<br/>YTD ACTUAL</b> | <b>\$ CHG<br/>20 vs 19</b> | <b>% CHG<br/>20 vs 19</b> |
|---------------------------------------------------------|---------------------------|---------------------------------|-------------------|------------------------|---------------------------------|----------------------------|---------------------------|
| SALES TAX                                               | 759,000                   | 415,582                         | 54.75%            | 45.25%                 | 440,659                         | (25,077)                   | -5.7%                     |
| INTEREST EARNINGS                                       | 10,000                    | 6,834                           | -                 | -                      | 8,509                           | (1,675)                    | -19.7%                    |
| INTEREST/ESCROW                                         | -                         | -                               | -                 | -                      | -                               | 0                          | -                         |
| CONTRIBUTIONS/OTHER                                     | -                         | -                               | -                 | -                      | -                               | 0                          | -                         |
| <b>TOTAL REVENUE</b>                                    | <b>\$ 769,000</b>         | <b>\$422,416</b>                | <b>54.75%</b>     | <b>45.25%</b>          | <b>449,167</b>                  | <b>(\$26,752)</b>          | <b>-5.96%</b>             |
| <br>MAINTENANCE                                         | 100,000                   | 57,778                          | 57.78%            | 42.22%                 | 53,543                          | 4,235                      | 0.0%                      |
| CONTRACTUAL & SUNDRY                                    | 8,000                     | 790                             | 9.88%             | 90.13%                 | 595                             | 195                        | 0.0%                      |
| CAPITAL OUTLAY                                          | 800,000                   | 49,969                          | 6.25%             | 93.75%                 | 128,358                         | (78,389)                   | -61.1%                    |
| <br><b>TOTAL EXPENDITURES</b>                           | <b>908,000</b>            | <b>108,537</b>                  | <b>11.95%</b>     | <b>88.05%</b>          | <b>182,495</b>                  | <b>(\$73,958)</b>          | <b>-40.5%</b>             |
| <br><b>EXCESS REVENUE OVER (UNDER)<br/>EXPENDITURES</b> | <b>(\$139,000)</b>        | <b>\$313,879</b>                |                   |                        | <b>\$266,672</b>                | <b>\$47,207</b>            |                           |

100.00%

**CITY OF WATAUGA  
BUDGET TO ACTUAL COMPARISON  
FISCAL YEAR 2020  
For the period ending April 30, 2020 (3rd FY Qtr.)**

**Traffic Safety - 28**

|                                                     | <b>CURRENT<br/>BUDGET</b> | <b>4/30/2020<br/>YTD ACTUAL</b> | <b>%<br/>USED</b> | <b>%<br/>REMAINING</b> | <b>4/30/2019<br/>YTD ACTUAL</b> | <b>\$ CHG<br/>20 vs 19</b> | <b>% CHG<br/>20 vs 19</b> |
|-----------------------------------------------------|---------------------------|---------------------------------|-------------------|------------------------|---------------------------------|----------------------------|---------------------------|
| <b>REVENUE:</b>                                     |                           |                                 |                   |                        |                                 |                            |                           |
| <b>FINES &amp; FORFEITURES</b>                      | -                         | -                               | 0.00%             | 100.00%                | 674,351                         | (674,351)                  | -100.00%                  |
| <b>INTEREST</b>                                     | 28,700                    | 1,952                           | 6.80%             | 93.20%                 | 1,705                           | 246                        | -                         |
|                                                     |                           | -                               | -                 | -                      | -                               | -                          | -                         |
| <b>TOTAL REVENUE</b>                                | <b>28,700</b>             | <b>1,952</b>                    | <b>6.80%</b>      | <b>193.20%</b>         | <b>676,056</b>                  | <b>(674,104)</b>           | <b>-99.71%</b>            |
| <b>PERSONNEL SERVICES</b>                           | 374,930                   | 149,132                         | 39.78%            | 60.22%                 | 84,600                          | 64,532                     | 76.28%                    |
| <b>SUPPLIES</b>                                     | 4,500                     | 1,364                           | 30.31%            | 69.69%                 | 100                             | 1,264                      | 0.00%                     |
| <b>CONTRACTUAL &amp; SUNDRY</b>                     | 1,500                     | 705                             | 47.00%            | 53.00%                 | 87,368                          | (86,663)                   | -99.19%                   |
| <b>CAPITAL OUTLAY</b>                               | -                         | -                               | 0.00%             | 100.00%                | -                               | -                          | 0.00%                     |
| <b>TOTAL EXPENDITURES</b>                           | <b>380,930</b>            | <b>151,201</b>                  | <b>39.69%</b>     | <b>60.31%</b>          | <b>172,068</b>                  | <b>(20,867)</b>            | <b>-12.13%</b>            |
| <b>EXCESS REVENUE OVER (UNDER)<br/>EXPENDITURES</b> | <b>(\$352,230)</b>        | <b>(\$149,249)</b>              |                   |                        | <b>\$503,988</b>                | <b>(\$653,237)</b>         |                           |

100.00%

**CITY OF WATAUGA**  
**BUDGET TO ACTUAL COMPARISON**  
**FISCAL YEAR 2020**  
For the period ending April 30, 2020 (3rd FY Qtr.)

**WATER & SEWER - 40**

| <b>REVENUE:</b>                                     | <b>CURRENT<br/>BUDGET</b> | <b>4/30/2020<br/>YTD ACTUAL</b> | <b>%<br/>USED</b> | <b>%<br/>REMAINING</b> | <b>4/30/2019<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                 | 2,651,168                       | 55.87%            | 44.13%                 | 2,255,496                       | 395,671                    | 17.54%                    |
| <b>SEWER SALES</b>                                  | 3,825,000                 | 2,175,274                       | 56.87%            | 43.13%                 | 2,009,660                       | 165,614                    | 8.24%                     |
| <b>MISCELLANEOUS</b>                                | 211,000                   | 146,178                         | 69.28%            | 30.72%                 | 121,685                         | 24,493                     | 20.13%                    |
| <b>PENALTY</b>                                      | 205,000                   | 86,525                          | 42.21%            | 57.79%                 | 103,181                         | (16,656)                   | -16.14%                   |
| <b>INTEREST</b>                                     | 50,000                    | 8,305                           | 16.61%            | 83.39%                 | 21,010                          | (12,706)                   | -60.47%                   |
| <b>TRANSFERS</b>                                    | 30,000                    | 23,248                          | -                 | -                      | -                               | 23,248                     | 0.00%                     |
| <b>TAP FEES</b>                                     | -                         | 566                             | -                 | -                      | 1,250                           | (684)                      | 0.00%                     |
| <b>SALE OF ASSETS</b>                               | -                         | -                               | -                 | -                      | -                               | -                          | -                         |
| <b>TOTAL REVENUE</b>                                | <b>\$9,066,000</b>        | <b>\$5,091,263</b>              | <b>56.16%</b>     | <b>43.84%</b>          | <b>\$4,512,282</b>              | <b>\$578,981</b>           | <b>12.83%</b>             |
| <b>ADMINISTRATIVE</b>                               | 152,850                   | 84,355                          | 55.19%            | 44.81%                 | 145,831                         | (61,476)                   | -42.16%                   |
| <b>NON-DEPARTMENTAL</b>                             | 684,830                   | 416,579                         | 60.83%            | 39.17%                 | 383,670                         | 32,910                     | 8.58%                     |
| <b>BILLING &amp; COLLECTIONS</b>                    | 526,700                   | 278,042                         | 52.79%            | 47.21%                 | 260,496                         | 17,546                     | 6.74%                     |
| <b>MGT. INFO SYSTEMS</b>                            | 78,050                    | 45,592                          | 58.41%            | 41.59%                 | 40,515                          | 5,077                      | 12.53%                    |
| <b>WATER DISTRIBUTION</b>                           | 2,749,200                 | 1,557,113                       | 56.64%            | 43.36%                 | 1,666,233                       | (109,119)                  | -6.55%                    |
| <b>WASTEWATER COLLECTION</b>                        | 2,531,950                 | 1,444,602                       | 57.05%            | 42.95%                 | 1,547,562                       | (102,960)                  | -6.65%                    |
| <b>TRANSFERS</b>                                    | 2,090,000                 | 1,802,406                       | 86.24%            | 13.76%                 | 1,599,271                       | 203,135                    | 12.70%                    |
| <b>TOTAL EXPENDITURES</b>                           | <b>\$8,813,580</b>        | <b>\$5,628,689</b>              | <b>63.86%</b>     | <b>36.14%</b>          | <b>\$5,643,577</b>              | <b>(\$14,888)</b>          | <b>-0.26%</b>             |
| <b>EXCESS REVENUE OVER (UNDER)<br/>EXPENDITURES</b> | <b>\$252,420</b>          | <b>(\$537,426)</b>              |                   |                        | <b>(\$1,131,295)</b>            | <b>\$593,868</b>           |                           |

**CITY OF WATAUGA**  
**BUDGET TO ACTUAL COMPARISON**  
**FISCAL YEAR 2020**  
For the period ending April 30, 2020 (3rd FY Qtr.)

**STORM DRAIN FUND - 15**

| <b>REVENUE:</b>                                     | <b>CURRENT<br/>BUDGET</b> | <b>4/30/2020<br/>YTD ACTUAL</b> | <b>%<br/>USED</b> | <b>%<br/>REMAINING</b> | <b>4/30/2019<br/>YTD ACTUAL</b> | <b>\$ CHG<br/>20 vs 19</b> | <b>% CHG<br/>20 vs 19</b> |
|-----------------------------------------------------|---------------------------|---------------------------------|-------------------|------------------------|---------------------------------|----------------------------|---------------------------|
| USERS FEE                                           | 1,470,000                 | 860,179                         | 58.52%            | 41.48%                 | 856,889                         | 3,291                      | 0.38%                     |
| OTHER REVENUE                                       | -                         | -                               | -                 | -                      | -                               | -                          | -                         |
| INTEREST INCOME                                     | 55,000                    | 48,550                          | 88.27%            | 11.73%                 | 32,307                          | 16,242                     | 50.27%                    |
|                                                     |                           |                                 | -                 | -                      |                                 | -                          | -                         |
| <b>TOTAL REVENUE</b>                                | <b>\$1,525,000</b>        | <b>\$908,729</b>                | <b>59.59%</b>     | <b>40.41%</b>          | <b>\$889,196</b>                | <b>\$19,533</b>            | <b>2.20%</b>              |
| <br>                                                |                           |                                 |                   |                        |                                 |                            |                           |
| PERSONNEL                                           | 501,300                   | 254,253                         | 50.72%            | 49.28%                 | \$239,958                       | 14,295                     | 5.96%                     |
| SUPPLIES                                            | 38,650                    | 5,978                           | 15.47%            | 84.53%                 | \$8,639                         | (2,661)                    | -30.80%                   |
| MAINTENANCE                                         | 56,500                    | 9,800                           | 17.35%            | 82.65%                 | \$6,616                         | 3,184                      | 0.00%                     |
| CONTRACTUAL & SUNDRY                                | 167,880                   | 74,948                          | 44.64%            | 55.36%                 | \$76,554                        | (1,607)                    | -2.10%                    |
| CAPITAL                                             | 3,679,518                 | 1,516,076                       | 41.20%            | 58.80%                 | \$5,816                         | 1,510,260                  | 0.00%                     |
| TRANSFERS TO OTHER FUNDS                            | 73,500                    | 46,009                          | 62.60%            | 37.40%                 | \$60,927                        | (14,918)                   | -24.49%                   |
| <br>                                                |                           |                                 |                   |                        |                                 |                            |                           |
| <b>TOTAL EXPENDITURES</b>                           | <b>\$4,517,348</b>        | <b>\$1,907,063</b>              | <b>42.22%</b>     | <b>57.78%</b>          | <b>\$398,510</b>                | <b>\$1,508,553</b>         | <b>378.55%</b>            |
| <br>                                                |                           |                                 |                   |                        |                                 |                            |                           |
| <b>EXCESS REVENUE OVER (UNDER)<br/>EXPENDITURES</b> | <b>(\$2,992,348)</b>      | <b>(\$998,335)</b>              |                   |                        | <b>\$490,686</b>                | <b>(\$1,489,021)</b>       |                           |

100.00%

## 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              | 20,471.22           | 135,527.57           | 0.00              | 145,547.43                             | 51.78 %              |
| 011 - HUMAN RESOURCES               | 165175.00                | 165,175.00              | 10,128.76           | 86,178.34            | 6,776.71          | 72,219.95                              | 43.72 %              |
| 013 - DEVELOPMENT SERVICES DIVISION | 205555.00                | 205,555.00              | 26,169.28           | 119,236.98           | 16,055.09         | 70,262.93                              | 34.18 %              |
| 015 - CITY MANAGER                  | 321360.00                | 321,360.00              | 23,742.30           | 166,669.72           | 0.00              | 154,690.28                             | 48.14 %              |
| 016 - BUSINESS RETENTION/EDC        | 19300.00                 | 19,300.00               | 4,077.15            | 7,524.47             | 0.00              | 11,775.53                              | 61.01 %              |
| 017 - BUSINESS ATTRACTION/EDC       | 23250.00                 | 53,750.00               | 22,235.05           | 48,336.84            | 5,647.55          | -234.39                                | -0.44 %              |
| 018 - GENERAL ADMINISTRATION/EDC    | 89100.00                 | 89,100.00               | -3,894.13           | 18,907.58            | 0.00              | 70,192.42                              | 78.78 %              |
| 020 - NON-DEPARTMENTAL              | 2041976.00               | 2,053,976.00            | 99,745.52           | 1,248,527.15         | 92,536.57         | 712,912.28                             | 34.71 %              |
| 030 - MUNICIPAL COURT DIVISION      | 436750.00                | 436,750.00              | 33,126.80           | 241,332.57           | 1,041.41          | 194,376.02                             | 44.51 %              |
| 040 - FINANCE                       | 524340.00                | 524,340.00              | 26,327.16           | 307,460.08           | 0.00              | 216,879.92                             | 41.36 %              |
| 045 - BILLING & COLLECTIONS         | 526700.00                | 526,700.00              | 37,451.71           | 278,041.10           | 0.00              | 248,658.90                             | 47.21 %              |
| 050 - INFORMATION TECHNOLOGY        | 456610.00                | 456,610.00              | 21,228.74           | 291,548.73           | 4,655.13          | 160,406.14                             | 35.13 %              |
| 060 - LIBRARY                       | 1009100.00               | 1,009,100.00            | 59,596.10           | 445,335.85           | 57,268.43         | 506,495.72                             | 50.19 %              |
| 070 - RECREATION                    | 722050.00                | 722,050.00              | 38,043.74           | 336,079.91           | 1,260.41          | 384,709.68                             | 53.28 %              |
| 075 - PARKS DEPARTMENT              | 618500.00                | 618,500.00              | 33,943.50           | 265,166.93           | 61,512.76         | 291,820.31                             | 47.18 %              |
| 080 - POLICE                        | 6079000.00               | 6,079,000.00            | 466,809.76          | 3,338,545.33         | 51,875.19         | 2,688,579.48                           | 44.23 %              |
| 085 - FIRE/MIS                      | 2621325.00               | 3,074,469.00            | 238,568.95          | 1,497,087.12         | 21,495.56         | 1,555,886.32                           | 50.61 %              |
| 090 - PUBLIC WORKS                  | 1274500.00               | 1,274,500.00            | 69,620.93           | 553,200.08           | 27,078.32         | 694,221.60                             | 54.47 %              |
| 093 - WATER DISTRIBUTION            | 2749200.00               | 2,749,200.00            | 209,827.50          | 1,557,112.70         | 73,788.80         | 1,118,298.50                           | 40.68 %              |
| 094 - WASTEWATER COLLECTION         | 2531950.00               | 2,531,950.00            | 194,217.00          | 1,444,602.58         | 237,378.54        | 849,968.88                             | 33.57 %              |
| 097 - FLEET MAINTENANCE             | 198450.00                | 198,450.00              | 10,487.94           | 106,304.21           | 30,945.21         | 61,200.58                              | 30.84 %              |
| 098 - BUILDING MAINTENANCE          | 823000.00                | 823,000.00              | 42,565.68           | 397,203.98           | 20,970.35         | 404,825.67                             | 49.19 %              |
| <b>Report Total:</b>                | <b>23,718,266.00</b>     | <b>24,213,910.00</b>    | <b>1,684,490.66</b> | <b>12,889,929.82</b> | <b>710,286.03</b> | <b>10,613,694.15</b>                   | <b>43.83 %</b>       |





## AGENDA MEMORANDUM

**DATE:** May 22, 2020

**TO:** Honorable City Council Members

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

**THROUGH:** Andrea Gardner, City Manager

**SUBJECT:** Consider action on a Resolution of the City Council of the City of Watauga, Texas, authorizing the City Manager to negotiate and execute on behalf of the City an Interlocal Agreement for vehicle maintenance services by and between the City of Watauga, Texas and the Town of Trophy Club, Texas; providing for repeal; providing for severability; and providing for an effective date

---

### **BACKGROUND/INFORMATION:**

In an effort to continue seeking ways to increase operational efficiencies, on behalf of the Fleet Services Division of the Public Works Department, the Watauga Fire Chief set up meetings between the City of Watauga and the Town of Trophy Club for combined Fleet Services to be provided by the City of Watauga.

Watauga and Trophy Club have the authority to enter into this Agreement pursuant to Chapter 791, Texas Government Code.

The service agreement for Vehicle Maintenance contemplated under this Agreement is of mutual interest and benefit to Trophy Club and Watauga and will further the objectives of both parties in a manner consistent with the objectives of political subdivisions of the State of Texas. Watauga will provide vehicle maintenance services to Trophy Club, for a defined fee in the agreement.

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

The City of Watauga shall need to purchase additional fleet software to serve the new customers at a cost of about \$3,070 which will cover 50 additional vehicles.



## AGENDA MEMORANDUM

### **FINANCIAL IMPLICATIONS:**

Estimated Impact

Gross Revenue \$51,500

Gross Expenses \$32,200

Net Revenue \$19,300

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

City staff respectfully recommends the City Council approve Resolution 2020-032 authorizing the City Manager to enter into the Interlocal Agreement with the Town of Trophy Club for Fleet Services

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

1. ILA -Watauga and Trophy Club -Vehicle Maintenance 2020 - Agenda
2. Resolution ILA Town of Trophy Club (1)

### **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 - 5/23/2020

Approved - 5/27/2020

Approved - 6/2/2020

Approved - 6/3/2020

Final Approval - 6/3/2020

## STATE OF TEXAS

### INTERLOCAL AGREEMENT

#### TARRANT COUNTY

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

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

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

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

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

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

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

### TERMS AND CONDITIONS

#### 1. STATEMENT OF WORK.

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

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

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

**3. WARRANTY – WATUAGA**

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

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

**4. RATE SCHEDULE**

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

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

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

## **5. CONTRACT PAYMENTS**

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

Payments shall be sent to the following address:

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

Phone: 817-514-5800  
Email:

## **6. THIRD PARTY**

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

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

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

## **8. EFFECTIVE DATE**

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

## **9. TERM**

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

## **9. TERMINATION**

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

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

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

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

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

## **12. SOVEREIGN IMMUNITY**

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

## **13. AMENDMENT**

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

## **14. SEVERABILITY**

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

## **15. GOVERNING LAW**

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

## **16. FORCE MAJEURE**

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

**17. ENTIRE AGREEMENT**

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

**THE TOWN OF TROPHY CLUB**

**CITY OF WATAUGA**

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
Jack J. Taylor  
Fire Chief

\_\_\_\_\_  
Paul Hackleman, P.E.  
Director of Public Works

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

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

Attest:  
  
\_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
City/Town Attorney

\_\_\_\_\_  
City/Town Attorney



CITY OF WATAUGA, TEXAS  
RESOLUTION NO. 2020-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ON BEHALF OF THE CITY AN INTERLOCAL AGREEMENT FOR VEHICLE MAINTENANCE SERVICES BY AND BETWEEN THE CITY OF WATAUGA, TEXAS, AND THE TOWN OF TROPHY CLUB, TEXAS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council has been presented with a proposed Agreement between the City of Watauga and the Town of Trophy Club, relating to providing fleet and vehicle maintenance services, and being further described in Exhibit “A” attached hereto; and

WHEREAS, both the City of Watauga and the Town of Trophy Club have the authority to enter into the Interlocal Agreement pursuant to Chapter 791, Texas Government Code; and

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

WHEREAS, upon full review and consideration of all matters related thereto, the City Council is of the opinion and finds that the City Manager should be authorized to negotiate and execute this Agreement with the Town of Trophy Club on behalf of the City of Watauga.

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

1. The City Manager, or designee, is hereby authorized to negotiate and execute on behalf of the City an Interlocal Agreement with the Town of Trophy Club, and to execute any amendments or instruments related thereto.

2. All provisions of the resolutions of the City of Watauga, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.
3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.
4. This Resolution shall become effective immediately from and after its passage.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this the 8<sup>th</sup> day of June 2020.

APPROVED:

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ARTHUR L. MINER, MAYOR

ATTEST:

---

ANDREA GARDNER, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

---

GEORGE HYDE, CITY ATTORNEY  
Russell Rodriguez Hyde & Bullock, LLP



## AGENDA MEMORANDUM

**DATE:** May 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 on a Resolution of the City Council of the City of Watauga, Texas, approving an agreement for the development of property between 5613 Bowie LLC and the City of Watauga, Texas, and authorizing the City Manager of the City of Watauga to execute said agreement; providing for repeal; providing for severability; providing for an effective date.

---

### **BACKGROUND/INFORMATION:**

This Development Agreement is between the City of Watauga and 5613 Bowie Street.

By ordinance, the developer is required to submit funds to cover the cost of existing materials for their required section of the street, curb and gutter to the extent of one-half of the perimeter street, along developers property frontage and the remaining one-half of such perimeter street along the same frontage distance for level, smooth and safe construction in compliance with the City of Watauga specifications.

Under this Agreement, the City of Watauga will use the funds to re-construct Bowie Street as listed within the Capital Improvement Project. The Bowie Street CIP is being bid for construction with Whitley III later this summer.

Authority for this Agreement exists under Chapter 212, Section 212.072 Texas Local Government Code and such other statutes as may be applicable.

**Commitments of the Developer:** The Developer agrees to submit funds to the City of Watauga in the amount of \$24,215.00 for the construction of the street, curb and gutter improvements being 100 feet wide and 15.5 feet to the center of the street per City Ordinance, and to also include approach, sidewalks and a portion of the drainage flume, consistent with Exhibit "B".

**Commitments of the City:** The City of Watauga agrees to construct the street according to plans and specifications approved by the City.



## **AGENDA MEMORANDUM**

### **FINANCIAL IMPLICATIONS:**

\$24,215 to offset a part of the \$510,000 estimated cost of the Bowie Street Capital Improvement Project.

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

City staff respectfully recommends adoption of resolution 2020-031 approving the Development Agreement between 5613 Bowie LLC. and the City of Watauga.

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

1. 5613 BOWIE LLC Development Agreement
2. Exhibit A - 5613 Bowie Street
3. Exhibit B
4. Developer Agreement Bowie Street project

### **REVIEWED BY:**

Macy Cotton, Legal

George Hyde, Legal

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

Andrea Gardner, City Manager

*Approved as to form for inclusion on Agenda*

Approved - 5/25/2020

Approved - 6/3/2020

Approved - 6/4/2020

Final Approval - 6/4/2020

STATE OF TEXAS           §  
                                          §  
COUNTY OF TARRANT   §

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WATAUGA  
AND 5613 BOWIE LLC**

This Development Agreement (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date") by and between the **CITY OF WATAUGA, TEXAS**, a Texas home rule city and municipal corporation (the "City"), and **5613 BOWIE LLC**, (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

**I.**

**Purposes, Term, and Consideration**

- 1.1. The Developer owns that certain tract of land more particularly described in Exhibits A and B attached hereto and here incorporated for all purposes, herein referred to as the "Property"
- 1.2. The Property is located within the Corporate Boundaries of the City of Watauga.
- 1.3. Under this Agreement, the Developer will pay funds to cover their portion of the street, curb, and gutter to the extent of one-half of the perimeter street, along developers property frontage and shall be required to resurface the remaining one-half of such perimeter street along the same frontage distance with sufficient asphalt (hot mix) material for level, smooth and safe construction in compliance with the City of Watauga specifications.
- 1.4. Under this Agreement, the City will provide construction of the street, curb, and gutter for the above listed areas in Section 1.3 within the Capital Improvement Project for Bowie Street.
- 1.5. Authority for this Agreement exists under Section 51.072 and Section 212.071 of the Texas Local Government Code and such other statutes as may be applicable.

**II.**

**Definitions**

- 2.1. Agreement: This Development Agreement for the Developer's Property.
- 2.2. Applicable Rules: The City Rules and regulations in effect as of the Effective Date of this Agreement which, as modified by the Project Approvals, will be applicable to the development of the Property, except as provided herein.
- 2.3. City: The City of Watauga, Texas, a Texas home-rule city.
- 2.4. City Code: The Watauga, Texas Code of Ordinances, as amended from time to time,

including, without limitation, Chapter 113 Subdivision Regulations.

- 2.5. City Council: The City Council of Watauga, Texas.
- 2.6. City Rules: The City's ordinances and duly adopted regulations.
- 2.7. Existing Uses: Those uses consistent with the City of Watauga Zoning District GB as described within the City's Code of Ordinances Chapter 115 as of the effective date of this Agreement.
- 2.8. Effective Date: The date first stated in this Agreement, which date shall be no sooner than the approval date by the City Council of this Agreement.
- 2.9. Parties: The City of Watauga and Developer.
- 2.10. Property: Approximately 0.3200 deeded acres of land, 13,940 land square feet, in Tarrant County, Texas, as more fully described on the attached Exhibit "A".
- 2.11. Project: The Development of the Street adjacent and contiguous to the proposed development being 100 feet wide and 15.5 feet to the center of the street. The stated obligations and responsibilities imposed upon the owner and/or developer are hereby only required to construct or reconstruct one-half of a perimeter street and road, then and in that event the owner and/or developer shall be required to resurface the remaining one-half of such perimeter street or road with sufficient asphalt (hot mix) material rather than a concrete street per the Director of Public Works.
- 2.12. Project Approvals: All approvals, variances, waivers, and exceptions to the Applicable Rules by the City that are necessary or required for the development of the Property to authorize Existing Uses as here defined, including this Agreement [and other future regulatory approvals].

### **III. Regulatory Certainty**

- 3.01. The Parties stipulate and agree that the Developer's Existing Uses of the Property, including continuation, expansion, and development of Existing Uses, shall be fully vested to the extent allowed by Texas law, and the parties specifically agree that no land usage and no land development standards permitted prior to the Effective Date of this Agreement shall be further restricted, modified, or revoked unless the Developer, its successors or assigns agrees in writing to such restriction, modification, or revocation.

### **IV. Commitments of the Developer**

- 4.1. The Developer agrees to pay funds to the City of Watauga in the amount of \$24,215.00 for the construction of the street, curb, and gutter improvements being 100 feet wide and 15.5 feet to the center of the street per City Ordinance, and to also include approach, sidewalks

and a portion of the drainage flume, consistent with Exhibit "B".

**V.  
Commitments of the City**

- 5.1. The City has the right to review and approve the schedule of values for design and construction for the Street and protest said values.

**VI.  
Street Construction**

- 6.1. Construction of the Street. The City of Watauga agrees to construct the street according to plans and specifications approved by the City and in accordance with the Agreement between Developer and the City.

- 6.2. Obligation of the Developer.

The Developer agrees to provide funds in the amount of \$24,215.00 for cost of construction of the street, curb and gutter, approach, sidewalk, and a portion of the drainage flume.

- 6.3. Reimbursement Process.

- a. Upon satisfactory bidding of the construction for Bowie Street or sooner, Developer shall submit payment in the amount of \$24,215.00 within thirty (30) days to the City of Watauga.
- b. Failure of the developer to submit payment would result in forfeiture of the certificate of occupancy.

**VII.  
Assignment of Commitments and Obligations; Successors**

- 7.1. The Developer's rights and obligations under this Agreement may be assigned in whole to persons purchasing all of the Property upon written consent of the City.
- 7.2. This Agreement shall be binding upon the Parties, their successors, and assigns. Provided, that in the event of an assignment the Developer shall continue to be liable under this Agreement for a default affecting this Agreement.

**VIII.  
Breach, Default, Remedy, and Termination Right**

- 8.01. The Parties further agree that if either party materially breaches the terms provided for herein, such material breach shall be an event of default. In that event, the non-

defaulting party to this Agreement may, in addition to all other rights and remedies allowed under law, pursue the remedy of specific performance.

- 8.2 Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement, and the non-defaulting party may pursue the remedies allowed under this Agreement.
- 8.3 After the expiration of its Term this Agreement it shall be of no further force and effect, except that termination will not affect any right or obligation arising from Project.
- 8.04. This Agreement may be terminated or amended as to the Property at any time by mutual written consent of the City and the Developer.

## **IX. Force Majeure**

- 9.1 The term "force majeure" as employed herein shall mean and refer to, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, statutes, regulations, and orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- 9.2 If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- 9.3 It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

## **X. Notices**

- 10.01 Any notice to be given hereunder by any party to another party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail,



return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed or, in the case of personal delivery upon actual delivery.

Any notice mailed to the City shall be addressed:

City of Watauga  
7105 Whitley Road  
Watauga, Texas 78610  
Attn: Director of Public Works

Any notice mailed to the Developer shall be addressed:

5613 Bowie LLC  
1121 Misty Oak Lane  
Keller, TX 76240  
Attn: Phil Martin

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

## **XI.**

### **Entire Agreement/Severability**

- 11.1. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties and dated subsequent to the date hereof.
- 11.2. If any provision of this Agreement is found to be unenforceable by a court of law having jurisdiction over the Parties, the remainder of the Agreement shall remain in force, unless the elimination of the unenforceable provision substantially deprives one or both Parties of the benefits of this Agreement.

## **XII.**

### **Effective Date**

- 12.01. This Agreement shall be effective as of the date stated in the opening paragraph, which shall be inserted upon the execution by both Parties and approval by the City Council.

## **XIII.**

### **Recordation**

- 13.01. This Agreement or a memorandum of this Agreement acceptable to City and Developer shall be recorded in the Official Public Records of Tarrant County, Texas as a Development Agreement under Chapter 212 of the Texas Local Government Code.

**XIV.**  
**Texas Law Governs**

- 14.01. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Agreement shall remain in full force and effect.

**XV.**  
**Time of the Essence**

- 15.01. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

**XVI.**  
**Cooperation and Third-Party  
Litigation**

- 16.1. The City and the Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.
- 16.2. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, the Developer and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The filing of any third party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction. The City agrees not to stipulate or agree to the issuance of any court order that would impede or delay the City's processing or issuance of approvals for the Project.

**XVII.**  
**Construction of Agreement**

- 17.01 All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

**XVIII.**  
**Anti-Boycott Israel Verification**

- 18.01 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.
- 18.02 The signatory executing the Contract on behalf of Developer verifies that Developer 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 Developer 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.

**XIX.**  
**Iran, Sudan, and Foreign Terrorist Organizations**

- 19.01 The signatory executing the Contract on behalf of Developer represents that neither Developer 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>.
- 19.02 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.

**XX.**  
**Authorization**

20.01. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized, and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. The Developer certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with their authority.

EXECUTED in multiple originals and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF WATAUGA, TEXAS**

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

**5613 BOWIE LLC**

By: \_\_\_\_\_  
Name: Phil Martin, Owner

**THE STATE OF TEXAS §**  
§  
**COUNTY OF TARRANT §**

This instrument was acknowledged before me on the \_\_\_\_\_ day  
of \_\_\_\_\_  
2020, by \_\_\_\_\_ of **THE CITY OF WATAUGA, TEXAS**, a  
Texas  
municipal corporation, on behalf of said city.

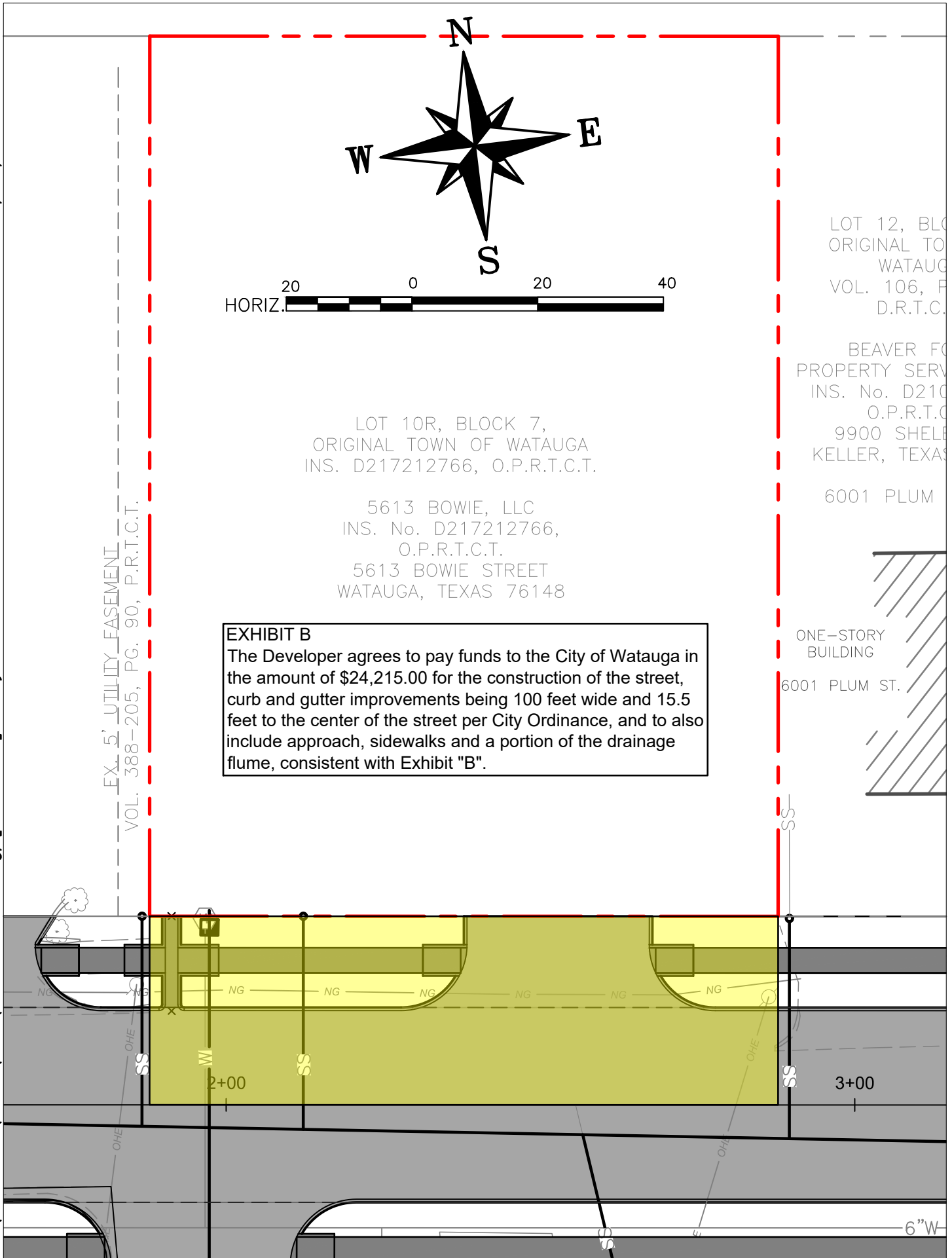
\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**THE STATE OF TEXAS §**  
§  
**COUNTY OF TARRANT §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_  
2020, by \_\_\_\_\_ of **5613 BOWIE LLC**.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas





CITY OF WATAUGA, TEXAS  
RESOLUTION NO. 2020-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS, APPROVING AN AGREEMENT FOR THE DEVELOPMENT OF PROPERTY BETWEEN 5613 BOWIE LLC AND THE CITY OF WATAUGA, TEXAS, AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WATAUGA TO EXECUTE SAID AGREEMENT; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 51.071 of the Texas Local Government Code states that home-rule municipalities have the full power of local self-government; and

WHEREAS, Texas Local Government Code Section 212.072 allows for contracting with certain municipalities and dictates the duties of the parties of a contract between a party and a municipality; and

WHEREAS, the City of Watauga desires to contract with 5613 Bowie LLC in that the City will provide funds to reconstruct Bowie Street as detailed in the Development Agreement; and

WHEREAS, Section 113-4(b)(5), Watauga Code of Ordinances requires a developer to submit funds to cover the cost of existing materials for their required section of street, curb, and gutter to the extent of one-half of the perimeter street, along with developer's property frontage and the remaining one-half of such perimeter street along the same frontage distance for level, smooth, and safe construction in compliant with City of Watauga specifications; and

WHEREAS, under this Development Agreement, the City of Watauga will use the funds to reconstruct Bowie Street as listed within the Capital Improvement Project and Developer agrees to pay funds to cover their portion of the curb, street, and gutter according to the Code of Ordinances; and

WHEREAS, the action authorized by this Resolution is in furtherance of the public interest, for the good of the community, and necessary and proper for carrying out the authority granted by law to the City.

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

I.

The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Council hereby incorporates such recitals as a part of this Resolution.

II.

The City Manager of the City of Watauga, Texas is hereby authorized to execute for and on behalf of the City of Watauga a Development Agreement between 5613 Bowie LLC (the “Developer”) and the City of Watauga for the development of a section of the street adjacent and contiguous to the proposed development at 5613 Bowie Street. A copy of such Development Agreement is attached hereto and made a part hereof for all purposes.

IV.

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.

V.

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.

VI.

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 8th day of June 2020.

APPROVED:

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ARTHUR L. MINER, MAYOR

ATTEST:

---

ANDREA GARDNER, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

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GEORGE HYDE, CITY ATTORNEY  
Russell Rodriguez Hyde & Bullock, LLP





## AGENDA MEMORANDUM

**DATE:** May 19, 2020

**TO:** Honorable City Council Members

**FROM:** Marcia Reyna, Human Resources and Civil Service Director

**THROUGH:** Andrea Gardner, City Manager

**SUBJECT:** Consider action on a resolution by the City Council of the City of Watauga, Texas amending Policy 8.01 Holidays of the Personnel, Administration and Financial Policies and Procedures Manual regarding procedures for administering employee holidays; providing for repeal; providing for severability; providing an effective date.

---

### **BACKGROUND/INFORMATION:**

Due to the financial impact of the Coronavirus (COVID-19) pandemic, the City must identify ways to reduce operating expenses. Currently, employees who work on an approved holiday receive pay for the holiday in addition to the hours worked on that day. The amendment to this policy will allow employees, scheduled to work on a holiday, to accrue the holidays hours. The holiday hours must be used at a later date, but within twelve (12) months.

### **FINANCIAL IMPLICATIONS:**

This policy change will result in a savings in operating budgets across several funds. The amount will vary based on work schedules and pay rates, but can range from \$90,000 to \$150,000 per year.

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

It is respectfully requested that City Council consider action to adopt resolution 2020-028 of the City Council of the City of Watauga, Texas amending Policy 8.01 Holidays of the Personnel, Administration and Financial Policies and Procedures Manual.

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

1. Exhibit "A" Policy 8.01 Holidays
2. Resolution Policy 8.01 Holidays

### **REVIEWED BY:**

Macy Cotton, Legal  
George Hyde, Legal  
Sandra Gibson, CGFO, CGFM, Director of Finance

Approved - 5/19/2020  
Approved - 5/27/2020  
Approved - 5/29/2020



## **AGENDA MEMORANDUM**

Marcia Reyna, Human Resources and Civil Service Director    Approved - 5/29/2020

Andrea Gardner, City Manager

Final Approval - 6/1/2020

*Approved as to form for inclusion on Agenda*



# CITY OF WATAUGA – PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL

|                               |                            |
|-------------------------------|----------------------------|
| <b>POLICY TITLE</b>           | <b>Holidays</b>            |
| <b>INITIAL EFFECTIVE DATE</b> | <b>May 23, 2016</b>        |
| <b>LAST REVISION DATE</b>     | <b><u>June 8, 2020</u></b> |
| <b>POLICY NUMBER</b>          | <b>8.01</b>                |

**OBJECTIVE** This policy provides procedures for administering official City Holidays.

**SCOPE** This policy applies to all employees.

## **POLICY**

### **A. Official City Holidays**

The City of Watauga recognizes thirteen (13) paid holidays each year:

| <b>Official City Holidays</b> |                           |
|-------------------------------|---------------------------|
| New Year's Day                | Thanksgiving Day          |
| President's Day               | Friday after Thanksgiving |
| Good Friday                   | Christmas Eve             |
| Memorial Day                  | Christmas Day             |
| Independence Day              | New Year's Eve Day        |
| Labor Day                     | Personal Day*             |
| Veteran's Day                 |                           |

Holidays occurring on Saturday will be observed on the preceding Friday and holidays occurring on Sunday will be observed on the following Monday. Additional holidays may be declared by the City Council and inclement weather days may be declared by the Mayor or the City Manager and shall be observed in accordance with this policy.

\*Per Local Government, Section 142.0013(c), firefighters shall have one of the above holidays designated as September 11th. The City of Watauga has designated the Personal Day as September 11<sup>th</sup>.

### **B. Personal Day**

Employees are not eligible to take their Personal Day until after the successful completion of an initial six (6) month of employment. Personal Days are taken at the discretion of the employee with Supervisor approval. Personal Days must be taken by the third Friday in December. Personal Days do not carry over to the following year.

### C. Administrative Guidelines

1. It is the City's intent for employees to be off on City approved holidays. However, due to operational needs, employees may be required to work. Holiday time off will be based on departmental needs and supervisor approval.
2. Seasonal and temporary employees will be paid their regular rates on a holiday only if required to work.
3. Full-time regular employees shall be entitled to paid holidays. Regular part-time employees shall receive prorated holiday pay time and receive prorated pay for the Personal Day as indicated below:

| Employee Schedule                                      | Holiday Pay Hours |
|--------------------------------------------------------|-------------------|
| 20 Hours Per Week                                      | 3                 |
| 21 to 25 Hours Per Week                                | 4                 |
| 26 to 29 Hours Per Week                                | 5                 |
| 40 Hours Per Week                                      | 8 or 10           |
| Police Officers/Firefighters<br>(12 or 24 Hour Shifts) | 12                |

4. All non-exempt employees who are required to work a designated holiday shall ~~be paid regular rates for the hours worked in addition to their regular pay~~ accrue the holiday for that day. The holiday must be used within twelve (12) months of accrual. If the holiday is not used within 12 months, the holiday hours will be deducted from the employee's holiday leave accruals.
  - a. (8) hours of holiday pay for employees scheduled to work (8) hours
  - b. (10) hours of holiday pay for employees scheduled to work (10) hours
  - c. (12) hours of holiday pay for employees scheduled to work (12) and (24) hours
5. When the holiday and regular day off occur on the same day, those non-exempt employees who are scheduled off duty on that day ~~will be entitled to additional pay at regular rates.~~ will accrue the holiday for that day. The holiday must be used within twelve (12) months of accrual. If the holiday is not used within 12 months, the holiday hours will be deducted from the employee's holiday leave accruals.
6. Unused accrued holiday hours will be paid upon separation only if the employee leaves the City before the 12 month accrual period expires.
- 6.7. For purposes of calculating overtime for non-exempt employees, holiday hours will not be counted as hours worked during the work week the holiday is observed by the City.
- 7.8. Employees on any type of paid leave will not receive additional holiday pay unless they are scheduled to work on the holiday (i.e. Police and Fire). Only holiday pay will apply.

- | ~~8.9.~~ If the last day of employment falls on the holiday, the employee will not be paid for that holiday. Exceptions will be made for retirements.
- | ~~9.10.~~ An employee on workers' compensation or other extended approved paid leave, will receive holiday pay only when the employee would have normally been authorized to be paid for that holiday.
- | ~~10.11.~~ Employees on an extended unpaid leave status (authorized or unauthorized) will not receive holiday pay.
- | ~~11.12.~~ To receive holiday pay, an employee must be at work or on an authorized absence on the scheduled work days immediately preceding and immediately following the day on which the holiday is observed. If an employee is absent immediately preceding, during, or subsequent to a designated holiday because of an illness or injury, the City reserves the right to verify the reason for the absence before approving payment of the holiday. An employee that fails to report to work due to illness or injury under this section must use sick leave for an absence under this paragraph unless the employee is on approved Family Medical Leave.
- | ~~12.13.~~ Employees desiring to observe religious or other holidays not coinciding with official holidays may be given time off without pay or may be authorized to use accrued vacation leave.

**CITY OF WATAUGA, TEXAS  
RESOLUTION NO. 2020-028**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY  
OF WATAUGA, TEXAS AMENDING POLICY 8.01  
HOLIDAYS OF THE PERSONNEL, ADMINISTRATION  
AND FINANCIAL POLICIES AND PROCEDURES  
MANUAL REGARDING PROCEDURES FOR  
ADMINISTERING EMPLOYEE HOLIDAYS; 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, due to the financial impact of the Coronavirus (COVID-19) pandemic the City must identify ways to reduce operating expenses; and

WHEREAS, currently, employees who work on an approved holiday receive pay for the holiday in addition to the hours worked on that day; and

WHEREAS, the amended policy will allow the employee to accrue the holiday leave and use it within 12 months.

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 8.01 Holidays 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:** May 22, 2020

**TO:** Honorable City Council Members

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

**THROUGH:** Andrea Gardner, City Manager

**SUBJECT:** Consider action on a Resolution of the City Council of the City of Watauga, Texas, authorizing the City Manager to negotiate and execute on behalf of the City an Interlocal Agreement for vehicle maintenance services by and between the City of Watauga, Texas, and the City of Westlake, Texas; providing for repeal; providing for severability; and providing for an effective date

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### **BACKGROUND/INFORMATION:**

In an effort to continue seeking ways to increase operational efficiencies, on behalf of the Fleet Services Division of the Public Works Department, the Watauga Fire Chief set up meetings between the City of Watauga and the Town of Westlake for combined Fleet Services to be provided by the City of Watauga.

Watauga and Westlake have the authority to enter into this Agreement pursuant to Chapter 791, Texas Government Code.

The service agreement for Vehicle Maintenance contemplated under this Agreement is of mutual interest and benefit to Westlake and Watauga and will further the objectives of both parties in a manner consistent with the objectives of political subdivisions of the State of Texas. Watauga will provide vehicle maintenance services to Westlake, for a defined fee in the agreement.

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

The City of Watauga shall need to purchase additional fleet software to serve the new customers at a cost of about \$3,070 which will cover 50 additional vehicles.



## AGENDA MEMORANDUM

### **FINANCIAL IMPLICATIONS:**

Estimated Impact

Gross Revenue \$41,000

Gross Expenses \$25,200

Net Revenue \$15,800

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

City staff respectfully recommends the City Council approve Resolution 2020-033 authorizing the City Manager to enter into the Interlocal Agreement with the Town of Westlake for Fleet Services

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

1. ILA -Watauga and Westlake -Vehicle Maintenance 2020 - Agenda
2. Resolution ILA City of Westlake

### **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 - 5/23/2020

Approved - 5/27/2020

Approved - 6/2/2020

Approved - 6/3/2020

Final Approval - 6/3/2020

## STATE OF TEXAS

### INTERLOCAL AGREEMENT

#### TARRANT COUNTY

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

WHEREAS, both WATAUGA and WESTLAKE have the authority to enter into this Agreement pursuant to Chapter 791, Texas Government Code; and

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

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

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

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

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

### TERMS AND CONDITIONS

#### 1. STATEMENT OF WORK.

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

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

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

**3. WARRANTY – WATUAGA**

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

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

**4. RATE SCHEDULE**

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

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

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

## **5. CONTRACT PAYMENTS**

WESTLAKE shall reimburse WATAUGA per Section 4 on a monthly basis.

Payments shall be sent to the following address:

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

Phone: 817-514-5800  
Email:

## **6. THIRD PARTY**

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

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

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

## **8. EFFECTIVE DATE**

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

## **9. TERM**

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

## **9. TERMINATION**

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

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

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

## **11. RIGHTS AND OBLIGATIONS OF WESTLAKE**

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

## **12. SOVEREIGN IMMUNITY**

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

## **13. AMENDMENT**

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

## **14. SEVERABILITY**

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

## **15. GOVERNING LAW**

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

## **16. FORCE MAJEURE**

In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood, disease, epidemic, pandemic, quarantine, act of government, state of emergency, or by the occurrence of any event beyond the control of such party, then such party shall be excused from the performance of

the obligations under this Agreement but only during such period of Force Majeure.

## 17. ENTIRE AGREEMENT

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

**THE TOWN OF WESTLAKE**

**CITY OF WATAUGA**

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
Richard Whitten  
Fire Chief

\_\_\_\_\_  
Paul Hackleman, P.E.  
Director of Public Works

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

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

Attest:

\_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_

City/Town Attorney

\_\_\_\_\_

City/Town Attorney



CITY OF WATAUGA, TEXAS  
RESOLUTION NO. 2020-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ON BEHALF OF THE CITY AN INTERLOCAL AGREEMENT FOR VEHICLE MAINTENANCE SERVICES BY AND BETWEEN THE CITY OF WATAUGA, TEXAS, AND THE CITY OF WESTLAKE, TEXAS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council has been presented with a proposed Agreement between the City of Watauga and the City of Westlake, relating to providing fleet and vehicle maintenance services, and being further described in Exhibit “A” attached hereto; and

WHEREAS, both the City of Watauga and the City of Westlake have the authority to enter into the Interlocal Agreement pursuant to Chapter 791, Texas Government Code; and

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

WHEREAS, upon full review and consideration of all matters related thereto, the City Council is of the opinion and finds that the City Manager should be authorized to negotiate and execute this Agreement with the City of Westlake on behalf of the City of Watauga.

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

1. The City Manager, or designee, is hereby authorized to negotiate and execute on behalf of the City an Interlocal Agreement with the City of Westlake, and to execute any amendments or instruments related thereto.

2. All provisions of the resolutions of the City of Watauga, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.
3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.
4. This Resolution shall become effective immediately from and after its passage.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this the 8<sup>th</sup> day of June 2020.

APPROVED:

---

ARTHUR L. MINER, MAYOR

ATTEST:

---

ANDREA GARDNER, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

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GEORGE HYDE, CITY ATTORNEY  
Russell Rodriguez Hyde & Bullock, LLP



## AGENDA MEMORANDUM

**DATE:** May 22, 2020

**TO:** Honorable City Council Members

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

**THROUGH:** Andrea Gardner, City Manager

**SUBJECT:** Consider action on a Resolution of the City Council of the City of Watauga, Texas, authorizing the City Manager to negotiate and execute on behalf of the City an Interlocal Agreement for vehicle maintenance services by and between the City of Watauga, Texas and the City of Blue Mound, Texas; providing for repeal; providing for severability; and providing for an effective date

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### **BACKGROUND/INFORMATION:**

In an effort to continue seeking ways to increase operational efficiencies, on behalf of the Fleet Services Division of the Public Works Department, the Watauga Fire Chief set up meetings between the City of Watauga and the City of Blue Mound for combined Fleet Services to be provided by the City of Watauga.

Watauga and Blue Mound have the authority to enter into this Agreement pursuant to Chapter 791, Texas Government Code.

The service agreement for Vehicle Maintenance contemplated under this Agreement is of mutual interest and benefit to Blue Mound and Watauga and will further the objectives of both parties in a manner consistent with the objectives of political subdivisions of the State of Texas. Watauga will provide vehicle maintenance services to Blue Mound, for a defined fee in the agreement.

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

The City of Watauga shall need to purchase additional fleet software to serve the new customers at a cost of about \$3,070 which will cover 50 additional vehicles.



## AGENDA MEMORANDUM

### **FINANCIAL IMPLICATIONS:**

Estimated Impact

Gross Revenue \$19,000

Gross Expenses \$12,600

Net Revenue \$6,400

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

City staff respectfully recommends the City Council approve Resolution 2020-034 authorizing the City Manager to enter into the Interlocal Agreement with the City of Blue Mound for Fleet Services

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

1. ILA -Watauga and Blue Mound -Vehicle Maintenance 2020 - Agenda
2. Resolution ILA Blue Mound (1)

### **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 - 5/22/2020

Approved - 5/27/2020

Approved - 6/2/2020

Approved - 6/3/2020

Final Approval - 6/3/2020

**STATE OF TEXAS**

**INTERLOCAL AGREEMENT**

**TARRANT COUNTY**

This Interlocal Agreement (the “**Agreement**”) is made and entered into by and, between The City of Watauga, Texas, a municipal corporation (hereinafter “**WATAUGA**”) and The City of Blue Mound, Texas, a municipal corporation (hereinafter “**BLUE MOUND**”).

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

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

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

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

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

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

**TERMS AND CONDITIONS**

**1. STATEMENT OF WORK.**

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

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

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

**3. WARRANTY – WATUAGA**

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

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

**4. RATE SCHEDULE**

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

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

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

## **5. CONTRACT PAYMENTS**

BLUE MOUND shall reimburse Watauga per Section 4 on a monthly basis.

Payments shall be sent to the following address:

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

Phone: 817-514-5800  
Email:

## **6. THIRD PARTY**

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

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

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

## **8. EFFECTIVE DATE**

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

## **9. TERM**

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

## **9. TERMINATION**

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

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

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

## **11. RIGHTS AND OBLIGATIONS OF BLUE MOUND**



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

## **12. SOVEREIGN IMMUNITY**

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

## **13. AMENDMENT**

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

## **14. SEVERABILITY**

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

## **15. GOVERNING LAW**

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

## **16. FORCE MAJEURE**

In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood, disease, epidemic, pandemic, quarantine, act of government, state of emergency, or by the occurrence of any event beyond the control of such party, then such party shall be excused from the performance of

the obligations under this Agreement but only during such period of Force Majeure.

## 17. ENTIRE AGREEMENT

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

**THE CITY OF BLUE MOUND**

**CITY OF WATAUGA**

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
Shawn Fannan  
Fire Chief

\_\_\_\_\_  
Paul Hackleman, P.E.  
Director of Public Works

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

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

Attest:

\_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_

City Attorney

\_\_\_\_\_

City Attorney

CITY OF WATAUGA, TEXAS  
RESOLUTION NO. 2020-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ON BEHALF OF THE CITY AN INTERLOCAL AGREEMENT FOR VEHICLE MAINTENANCE SERVICES BY AND BETWEEN THE CITY OF WATAUGA, TEXAS, AND THE CITY OF BLUE MOUND, TEXAS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council has been presented with a proposed Agreement between the City of Watauga and the City of Blue Mound, relating to providing fleet and vehicle maintenance services, and being further described in Exhibit “A” attached hereto; and

WHEREAS, both the City of Watauga and the City of Blue Mound have the authority to enter into the Interlocal Agreement pursuant to Chapter 791, Texas Government Code; and

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

WHEREAS, upon full review and consideration of all matters related thereto, the City Council is of the opinion and finds that the City Manager should be authorized to negotiate and execute this Agreement with the City of Blue Mound on behalf of the City of Watauga.

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

1. The City Manager, or designee, is hereby authorized to negotiate and execute on behalf of the City an Interlocal Agreement with the City of Blue Mound, and to execute any amendments or instruments related thereto.

2. All provisions of the resolutions of the City of Watauga, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.
3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.
4. This Resolution shall become effective immediately from and after its passage.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this the 8<sup>th</sup> day of June 2020.

APPROVED:

---

ARTHUR L. MINER, MAYOR

ATTEST:

---

ANDREA GARDNER, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

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GEORGE HYDE, CITY ATTORNEY  
Russell Rodriguez Hyde & Bullock, LLP



## **AGENDA MEMORANDUM**

**DATE:** May 28, 2020

**TO:** Watauga Economic Development Corporation Directors

**FROM:** Andrea Gardner, City Manager

**SUBJECT:** Consider action on a Resolution of the City Council of the City of Watauga, Texas, eliminating the Watauga Commercial Improvement Program (WCIP); providing for repeal; providing for a severability clause; and providing for an effective date.

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### **BACKGROUND/INFORMATION:**

On June 19, 2017, the City Council approved Resolution No. 17-06-19-02 adopting the Watauga Commercial Improvement Program (WCIP). The program has not proven successful and is recommended to discontinue.

City staff is preparing an incentive program document that will include many common incentive programs that can be used for new business attraction and business retention purposes. Some of the more common incentive programs include Chapter 380 Agreements, Tax Abatement Agreements, developer agreements, TIF agreements and a few others. Staff plans to have the incentive policy completed for Board review by the end of the calendar year.

The WEDC Board approved Resolution No. 2020-03 to recommend the City Council discontinue the WCIP.

### **FINANCIAL IMPLICATIONS:**

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

City staff respectfully recommends the City Council approve Resolution No. 2020-025 to discontinue the WCIP.

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

1. Resolution #17-06-19-02
2. Exhibit "A" Watauga Commercial Improvement Program 06.27.17
3. WEDC Recommendation Resolution WCIP

### **REVIEWED BY:**



## **AGENDA MEMORANDUM**

Macy Cotton, Legal

George Hyde, Legal

Andrea Gardner, City Manager

*Approved as to form for inclusion on Agenda*

Approved - 5/29/2020

Approved - 6/3/2020

Final Approval - 6/3/2020

CITY OF WATAUGA, TEXAS  
RESOLUTION NO. 17-06-19-02

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS ADOPTING THE WATAUGA COMMERCIAL IMPROVEMENT PROGRAM (WCIP); 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") is committed to promoting economic growth, redevelopment and community improvement; and

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes the governing body of a municipality to establish and provide for the administration of programs for making loans and grants of public money and providing personnel and services of the municipality to promote local economic development and stimulate business and commercial activity in the municipality; and

WHEREAS, the proposed Watauga Commercial Improvement Program (hereinafter "the Program") was established to revitalize commercial properties, particularly those not in compliance with current regulations, and to improve the visual aesthetics in the City; and

WHEREAS, the proposed Program would consist of a matching grant structure where the City would provide a twenty-five percent (25%) matching grant of up to ten thousand dollars (\$10,000) for funding for eligible program improvements; and



WHEREAS, the framework under the proposed Program would include provisions addressing overall purpose, specific goals, the application process, eligibility criteria, and eligible improvements;

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

I.

The proposed Program, "The Watauga Commercial Improvement Program," set forth in Exhibit "A," attached hereto and incorporated by reference, is hereby adopted. The adoption of the Program is consistent with the City's commitment to promoting economic growth, redevelopment and community improvement.

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.

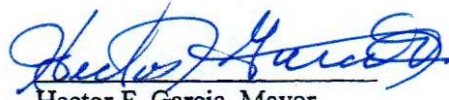


IV.

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.

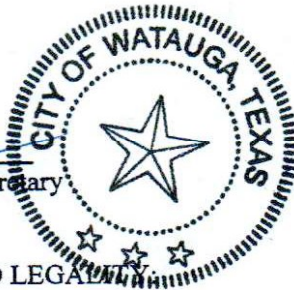
PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this  
19th day of June, 2017.

APPROVED:

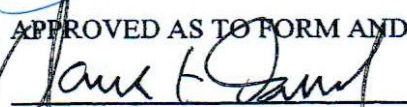
  
Hector F. Garcia, Mayor

ATTEST:

  
ZOLAINA R. PARKER, City Secretary



APPROVED AS TO FORM AND LEGALITY

  
MARK G. DANIEL, City Attorney



## **Watauga Commercial Improvement Program (WCIP)**

### **Purpose**

The purpose of the Watauga Commercial Improvement Program is to revitalize commercial properties in the City of Watauga in order to improve the visual image of commercial property within the City. To help achieve this goal, the City desires to stimulate investment in commercial properties by partnering with commercial property owners of buildings or structures that are fifteen (15) years or older and encouraging compliance with regulations.

### **Concept of Program**

This is a matching grant program where the City will provide a 25% matching grant of not more than \$10,000.00 per property for the funding of eligible improvements (listed below). Applicants are required to make a minimum investment of \$10,000.00 for each property, which would result in a City investment of \$2,500.00 per said property.

### **Application Process**

1. Application Required:
  - a. In order to ensure accountability, fairness and compliance with all applicable regulations, each incentive request will be subject to a uniform application process.
  - b. Process Steps Include:
    1. Pre-Application Conference with Economic Development Staff.
    2. Submission of Application.
    3. Application Review and Analysis by Economic Development Staff.
    4. Preparation of Executive Session Presentation to City Council.

5. City Council Recommendation.
6. Pre-Design Conference with Economic Development & Planning Staff.
7. Staff Review of Design.
8. Incentive Agreement Drafting & Revision.
9. Applicant Submission of Signed Agreements.
10. Public Hearing before City Council.
11. City Council Approval or Denial\*.

\*All applications remain confidential as allowed under state law until this point (unless otherwise arranged between the City and the applicant).

**Eligibility Criteria include the following:**

1. Commercial properties in the City of Watauga;
2. Preference will be given to independent businesses not required by contractual agreement to maintain standardized décor, architecture, signs or similar features;
3. Written approval from property owners is required;
4. Nonconforming signs will be removed and replaced;
5. Applicants must meet minimum budget requirement of \$10,000.00 for all improvements per property;
6. Property owners must be current on all ad valorem taxes pertaining to the subject property and provide documentation of same;
7. Applicants must comply with all Federal, State & local laws and regulations;
8. The City has discretion to decline an application; and
9. Approved projects must be consistent with the overall objective of the program— to enhance the visual image of the City and the property itself.

**Eligible Improvements include the following:**

1. Wall signage;



2. Window replacement and window framing visible from the exterior of the building and appropriately scaled to building;
3. Monument signage;
4. Additional signage that is attractively integrated into architecture of building, including the window area, awnings, canopies and entryways;
5. Visually appealing lighting that illuminates signage, storefront window displays, and recessed areas of building façade;
6. Curbing, irrigation, approved trees, landscaping beds (not including planting material) or other landscaping features attached to building where appropriate, not to exceed twenty percent (20%) of project budget;
7. Cleaning, repainting or residing of building to improve visual appeal;
8. Resurfacing and/or restriping of parking lots visible from street not to exceed fifty percent (50%) of project budget;
9. Sidewalks being in the public right of way shall be in compliance with subdivision regulations;
10. New storefront construction appropriately scaled within existing building; and
11. Removal of architectural barriers to public accessibility.

If the application is approved by City Council, there will be a waiver of building permit and sign permit fees.

Please complete the separate application for consideration.

Thank you for your interest in investing in the improvement of your property and in the City of Watauga.



## **Watauga Commercial Improvement Program (WCIP)**

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9. Applicant Submission of Signed Agreements.
10. Public Hearing with City Council;
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10. New storefront construction appropriately scaled within existing building; and
11. Removal of architectural barriers to public accessibility.

If the application is approved by City Council, there will be a waiver of building permit and sign permit fees.

Please complete the separate application for consideration.

Thank you for your interest in investing in the improvement of your property and in the City of Watauga.

WATAUGA ECONOMIC DEVELOPMENT CORPORATION  
RESOLUTION NO. 2020-03

A RESOLUTION OF THE WATAUGA ECONOMIC DEVELOPMENT CORPORATION RECOMMENDING THAT CITY COUNCIL DISCONTINUE THE WATAUGA COMMERCIAL IMPROVEMENT PROGRAM (WCIP); PROVIDING FOR REPEAL; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Watauga Economic Development Corporation (the “WEDC”) is a Type B Economic Development Corporation organized pursuant to Chapters 501, 502, and 505 of the Texas Local Government Code; and

WHEREAS, the WEDC is committed to promoting economic growth, redevelopment, and community improvement as authorized under law and enabled by the City Council of the City of Watauga; and

WHEREAS, on June 19, 2017, the City Council of the City of Watauga passed a resolution establishing the Watauga Commercial Improvement Program (hereinafter “the WCIP”) to revitalize commercial properties, particularly those not in compliance with current regulations and to improve the visual aesthetics in the City; and

WHEREAS, the WEDC is authorized to undertake certain projects related to economic development and public improvement of the City of Watauga under Chapter 505, Texas Local Government Code; and

WHEREAS, because of this experience in economic development with the City of Watauga, the Board of Directors of the WEDC finds that though the WCIP once served to benefit the City of Watauga, the WCIP no longer promotes the economic growth, redevelopment, and community improvement that the program was established to promote; and

WHEREAS, the Board of Directors of the WEDC recommends to the City Council of the City of Watauga that the Council eliminate the WCIP for the benefit of residents of the City of Watauga.

NOW, THEREFORE, BE IT RESOLVED by the Watauga Economic Development Corporation Board of Directors that:

I.

The WEDC hereby finds that the statements set forth in the recitals of this resolution are true and correct, and the WEDC hereby incorporates such recitals as a part of this resolution.

II.

The WEDC recommends that the “The Watauga Commercial Improvement Program,” set forth in Exhibit “A,” attached hereto and incorporated by reference, be abolished by the City Council of the City of Watauga.



III.

This resolution shall be and is hereby cumulative of all other resolutions of the WEDC 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.

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 be in full force and effect from and after the date of passage and adoption by the Board of Directors of the WEDC, and upon approval thereof as prescribed by law.

PASSED AND ADOPTED by the Watauga Economic Development Corporation on this 19th day of May 2020.

APPROVED

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Arthur L. Miner, President

ATTEST:

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Amirali Fazalbhai, Secretary



## AGENDA MEMORANDUM

**DATE:** May 29, 2020

**TO:** Honorable City Council Members

**FROM:** Andrea Gardner, City Manager

**THROUGH:**

**SUBJECT:** Discuss and consider action to approve the budget for CARES Act to Tarrant County as required by the Interlocal Cooperation Agreement with Tarrant County

---

### **BACKGROUND/INFORMATION:**

Tarrant County received CARES Act funds to reduce the impact of necessary expenditures incurred due to the public health emergency with respect to COVID-19. On May 12, 2020, the Tarrant County Commissioners Court designated a portion of its CARES Act funds to provide fifty-five dollars per capita for direct COVID-19 related expenditures to municipalities located in Tarrant County. The distribution of funds by the County is for cities that did not receive a direct CRF funds distribution.

The City is permitted to reimburse itself for COVID-19 expenditures already paid and incurred, and for expenditures to assist with its ongoing response to COVID-19 as detailed in the CARES Act.

The City is required to provide the County a proposed budget for the use of the funds within 30 days of award and shall provide expenditure reports beginning 60 days after award and continuing every 30-days until December 31, 2020.

Upon execution of 3 originals of the Interlocal agreement, the County will execute the agreement.

The City Council approved the Interlocal agreement on June 1, 2020.

### **FINANCIAL IMPLICATIONS:**

The award amount equals \$1,307,350.

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

City staff respectfully recommends the City Council authorize the City Manager to submit the proposed budget to Tarrant County as required by the agreement approved



## AGENDA MEMORANDUM

on June 1, 2020.

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

1. Ltr to cities\_signed
2. Watauga Direct Distribution ILA 051520

### **REVIEWED BY:**

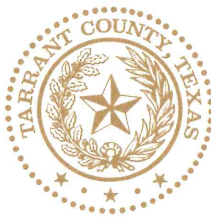
Sandra Gibson, CGFO, CGFM, Director of Finance

Andrea Gardner, City Manager

*Approved as to form for inclusion on Agenda*

Approved - 6/4/2020

Final Approval - 6/4/2020



## TARRANT COUNTY COMMISSIONERS COURT

G. K. MAENIUS  
COUNTY ADMINISTRATOR

May 18, 2020

To Our City Partners:

On May 12, 2020, the Tarrant County Commissioners Court approved the distribution of CARES Act Coronavirus Relief Funds (CRF) to our city partners who did not get a direct CRF distribution. As you are aware, the State of Texas decided not to provide a direct CRF funds distribution for municipalities within Tarrant County. Many cities in Texas will receive a direct distribution of \$55 per capita from the State.

Using the state's distribution guidelines, the Commissioners Court approved a \$55 per capita municipal CRF funds distribution method for the portion of each city's population residing in Tarrant County with the exception of Fort Worth. We used 2019 NCTCOG population data that includes split cities information. The County will distribute \$61,308,720 to our non-direct distribution cities.

A signed interlocal agreement, budget of proposed expenditures, and regular expenditure reporting will be required from each city in order to receive CRF distribution. The County retains the responsibility of overseeing the proper usage of CRF funds. The funds may be used for expenses the city incurred directly or may incur due to the COVID-19 pandemic. Updated CRF guidance is made available frequently on the U.S. Treasury website.

Along with this letter, I am including the following items:

- an interlocal agreement for your city to execute;
- CRF guidance based on questions received from Tarrant County cities; and
- CRF guidance and FAQ documents from the U.S. Treasury, available as of the date of this letter.

Please execute three (3) originals of the interlocal agreement and return it to my office. Once we receive the agreement, we will have the Commissioners Court execute it.

If you need additional information, please contact us.

Sincerely,

G.K. Maenius  
County Administrator

## **INTERLOCAL COOPERATION AGREEMENT FOR MUNICIPAL DIRECT EXPENSE FUNDING**

As provided for by Chapter 791 of the Texas Government Code, this Interlocal Cooperation Agreement (“Agreement”) is entered into by and between Tarrant County, Texas (the “County”) and the City of Watauga, Texas (the “City”) and shall be effective on the date that the signature of the last party is affixed. The County and the City have reviewed the Agreement, and each make the following findings:

**WHEREAS**, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

**WHEREAS**, President Donald Trump, Governor Greg Abbott, and County Judge Glen Whitley have issued Declarations of Disaster for the United States, the State of Texas, and the COUNTY, respectively; and

**WHEREAS**, on March 27, 2020, President Donald Trump signed the Coronavirus Aid Relief and Economic Security Act (“CARES ACT”) providing financial aid to those impacted by the COVID-19 pandemic, including local governments; and

**WHEREAS**, the COUNTY has received CARES Act funds to reduce the impact of necessary expenditures incurred due to the public health emergency with respect to COVID-19; and

**WHEREAS**, on May 12, 2020, the Tarrant County Commissioners Court designated a portion of its CARES Act funds to provide FIFTY-FIVE DOLLARS (\$55) per capita for direct COVID-19 related expenditures to municipalities located in Tarrant County (“Direct Costs Program”); and

**WHEREAS**, the 2019 population of the City that resides in Tarrant County, as reported by the North Central Texas Council of Governments, is 23,770; and

**WHEREAS**, assisting municipalities within the County in recovering their costs directly incurred in responding to the COVID-19 emergency is a legitimate and lawful use of the CARES ACT funding.

**NOW, THEREFORE**, for and in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, the County and City agree to the following:

1. Grant and Funding to City. Subject to the terms and conditions of this Agreement, the County agrees to grant and transfer to the City the sum of ONE MILLION THREE HUNDRED SEVEN THOUSAND THREE HUNDRED FIFTY DOLLARS (\$1,307,350) of its CARES ACT funding (“Municipal Funds”). The City agrees to deposit these Municipal Funds into a separate, segregated account created solely for holding and dispersing these Municipal Funds. If Municipal Funds are deposited into an interest-bearing account, all interest earned must be used exclusively as outlined in item two below for COVID-19 expenditures already paid and incurred, and for expenditures to assist the City with its ongoing responses to COVID-19 as detailed in the CARES ACT.

2. Use of Municipal Funds. The City may use its Municipal Funds to reimburse itself for COVID-19 expenditures already paid and incurred, and for expenditures to assist with its ongoing response to COVID-19 as detailed in the CARES ACT, the Direct Costs Program, the U.S. Department of Treasury’s Coronavirus Relief Fund (“CRF”) Guidance for State, Territorial, Local, and Tribal Governments, and this Agreement. It is the responsibility of the City to remain informed of and act in accordance with all updates or amendments to CARES ACT and U.S. Department of Treasury CRF Guidance.

3. City's Obligations relating to its Use of the Municipal Funds. The City agrees to:

- a) only use the Municipal Funds in compliance with this Agreement and for eligible expenditures related to the COVID-19 emergency;
- b) reimburse and return to the Municipal Funds account within thirty days of notice by County any portion of the Municipal Funds that the County, the U.S. Department of Treasury, or their designee, deems were not used for COVID-19 purposes, or not used pursuant to the terms of this Agreement, or if the City's Municipal Funds account is already closed out, the reimbursement and return of the ineligible expenditure shall be made to the County;
- c) document and justify that each expenditure from its Municipal Funds was an eligible expenditure under this Agreement and the CARES ACT. All documentation and the final report of expenditures shall be delivered to the County no later than January 15, 2021, and shall be kept by the City for a minimum of four years from the close of the Direct Costs Program;
- d) allow inspection of all documentation and records related to its expenditure of its Municipal Funds by the County or the U.S. Department of Treasury upon reasonable request;
- e) use the Municipal Funds only for eligible expenditures made between March 1, 2020 and 11:59 p.m., December 30, 2020;
- f) by November 1, 2020, provide to the County a report of all funds the City determines it may be unable to spend prior to December 30, 2020. Any and all of such funds may be collected and redistributed at County's discretion;
- g) return and re-pay within thirty days to the County any Municipal Funds not expended by 11:59 p.m., December 30, 2020;
- h) acknowledge and recognize that the source of these Municipal Funds is Tarrant County and its CARES ACT allocation for any public programs or initiatives using these Municipal Funds;
- i) coordinate with the County any public programs or initiatives so that no duplication of services, initiatives, or programs occurs.

4. Reports. The City shall provide to the County, within thirty (30) days of award, a Proposed Budget for use of the funds. The City shall also provide expenditure reports starting 60 days after award and continuing for every 30-day period until December 31, 2020.

5. Eligibility Issues. If the City is not sure that an expenditure will qualify, it should seek an opinion from its City Attorney prior to making the expenditure.

6. Nature of Funding. The CARES ACT funding is being received from the County to the City as a sub-recipient. As a sub-recipient of CARES ACT funding the City acknowledges that its use of the funds is subject to the same terms and conditions as the County's use of such funds. The City hereby agrees to comply with all terms and conditions of the CARES ACT funding, and to hold the County harmless against any repayments, penalties, or interest incurred as a result of the City's failure to comply with all terms and conditions of the CARES ACT funding. Funds spent in non-compliance with the

CARES ACT are subject to recapture by the County for return to the Direct Costs Program or for return to the U.S. Treasury Department.

7. Attorney's Fees and Costs. In accordance with the Program, the County shall be entitled to recover its reasonable and necessary attorney's fees and costs against the City if it is required to undertake litigation to enforce the terms of this Agreement to the extent allowed by law.

8. Law and Venue. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Exclusive venue of any dispute shall be in a state court of competent jurisdiction in Tarrant County, Texas.

9. No Assignment. The City may not assign this Agreement.

10. Entire Agreement. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents, and assigns.

11. Amendment. Any amendment of this Agreement must be by written instrument dated and signed by both parties.

12. Severability. No partial invalidity of this Agreement shall affect the remainder unless the public purpose to be served hereby is so greatly diminished thereby as to frustrate the object of this Agreement.

13. Waiver. No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

TARRANT COUNTY, TEXAS

CITY OF WATAUGA, TEXAS

By: \_\_\_\_\_  
B. Glen Whitley, County Judge

By: \_\_\_\_\_  
City's Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney, City of Watauga  
George Hyde, Russell Rodriguez Hyde & Bullock  
LLP

**APPROVED AS TO FORM:**

**CERTIFICATION OF  
AVAILABLE FUNDS \$ \_\_\_\_\_**

\_\_\_\_\_  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.





## AGENDA MEMORANDUM

**DATE:** May 29, 2020

**TO:** Honorable City Council Members

**FROM:** George Hyde, Legal

**THROUGH:** Andrea Gardner, City Manager

**SUBJECT:** Discuss and consider action on a Resolution of the City Council of the City of Watauga, Texas, directing its designated officer to calculate an 8 percent voter-approval tax rate pursuant to Section 26.05, Tax Code; providing for repeal; providing for a severability clause; and providing for an effective date

---

### **BACKGROUND/INFORMATION:**

S.B. 2 gives a city council located in a disaster area the discretion to direct its designated officer or employee to calculate an 8 percent voter-approval tax rate. As always, the city council retains the ability to adopt a rate different than the voter-approval tax rate, whether lower or higher. If the city adopts a rate exceeding the 8 percent voter-approval tax rate, the city will be required to go to the voters at the November election for approval.

A city council wishing to direct the designated officer or employee to calculate an 8 percent voter-approval tax rate should take formal action to do so in order to ensure a record of the council's decision on the matter and to limit any confusion on the part of the person making the calculation.

Following the passage of S.B. 2, a city adopting a tax rate exceeding the voter-approval tax rate is required to adopt that tax rate by no later than the 71st day before the November uniform election date. Tex. Tax Code § 26.05(a). In 2020, this date is August 24th. This statute applies the same to a city that has elected to direct the designated officer or employee to calculate an 8 percent tax rate. Therefore, if a city uses the disaster exemption for calculating the 8 percent voter-approval rate, it must only adopt its tax rate by the August 24th deadline if the city is adopting a rate exceeding the 8 percent voter-approval tax rate. Any rate equal to or less than the 8 percent voter-approval rate may be adopted before the later of September 30th or the 60th day after the certified appraisal roll is received by the city.

### **FINANCIAL IMPLICATIONS:**



## AGENDA MEMORANDUM

SB2 allows for Watauga and other cities under 30,000 to calculate the de minimus rate to bring in up to an additional \$500,000 over prior year but need to be mindful of the limit of not exceeding the 8% voter approval tax rate or citizens may petition for election.

The City has estimated the maintenance and operations property revenues (without freeze levy) under the below scenarios:

| <b>Tax Rate</b>             | <b>Revenue</b> |
|-----------------------------|----------------|
| No New Revenue Rate         | \$5,687,268    |
| Voter Approval Rate at 3.5% | \$5,880,295    |
| Voter Approval Rate at 8%   | \$6,135,960    |

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

City staff respectfully recommends the City Council approve Resolution No. 2020-030, directing the designated officer to calculate a voter-approval tax rate of 8 percent pursuant to Section 26.05(c-1) and its authority to do so in a declared disaster area.

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

1. Resolution 8 Percent Tax Rate

### **REVIEWED BY:**

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

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

CITY OF WATAUGA, TEXAS  
RESOLUTION NO. 2020-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS, DIRECTING ITS DESIGNATED OFFICER TO CALCULATE AN 8 PERCENT VOTER-APPROVAL TAX RATE PURSUANT TO SECTION 26.05, TAX CODE; PROVIDING FOR REPEAL; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in December 2019, a novel coronavirus, now designated COVID-19, was detected in Wuhan, China; and

WHEREAS, the novel coronavirus (COVID-19) is contagious and spreads through person-to-person contact, especially in group settings; and

WHEREAS, the Centers on Disease Control and Prevention ("CDC") recommends an "All of Community" approach focused on slowing the transmission of COVID-19 through social distancing to reduce illness and death, while minimizing social and economic impacts; and

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott to take additional steps to prepare for, respond to, and mitigate the spread of COVID-19 to protect the health and welfare of Texans; and

WHEREAS, President Donald Trump declared a State of National Emergency for the United States of America on March 13, 2020 in response to the spread of COVID-19; and

WHEREAS, on March 17, 2020, the Mayor of the City of Watauga, Texas, proclaimed and declared a local state of disaster within the City of Watauga, Texas, to continue in effect through March 24, 2020, in response to the spread of COVID-19, unless continued by the City Council of the City of Watauga; and

WHEREAS, on March 23, 2020, the City Council of the City of Watauga ratified and consented to the Mayor's Proclamation Declaring a Local State of Disaster, continuing the state of disaster indefinitely; and

WHEREAS, the 86<sup>th</sup> Legislative Session amended Section 26.04(c-1), Texas Tax Code, with Senate Bill 2, which gives a city council located in a disaster area the discretion to direct its designated officer to calculate an 8 percent voter-approval tax rate; and

WHEREAS, the City Council of the City of Watauga has appointed a designated officer pursuant to Section 26.17, Texas Tax Code; and

WHEREAS, the City Council of the City of Watauga finds that by using this statutory ability to use an 8 percent multiplier for the voter-approval rate will benefit the City of Watauga and its residents in light of the economic downturn in response to COVID-19; and

WHEREAS, the City Council of the City of Watauga finds that the designated officer should calculate and adopt an 8 percent voter-approval tax rate by the 71<sup>st</sup> day before the November 2020 election, as is required by Section 26.05(a), Texas Tax Code.

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 City Council of the City of Watauga hereby resolves that its designated officers are directed to calculate an 8 percent voter-approval tax rate as is within the City's discretion under Section 26.04(c-1), Texas Tax Code.

III.

The City Council of the City Watauga resolves that this action be done no later than August 24, 2020, as is required by law in Section 26.05, Texas Tax Code.

IV.

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.

V.

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.

VI.

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 1<sup>st</sup> day of June 2020.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
GEORGE HYDE, CITY ATTORNEY  
Russell Rodriguez Hyde & Bullock, LLP



## AGENDA MEMORANDUM

**DATE:** May 27, 2020

**TO:** Honorable City Council Members

**FROM:** Mayor Arthur L. Miner

**SUBJECT:** Discuss and consider action on a Resolution of the City Council of the City of Watauga, Texas, approving Mayoral liaison appointments to City boards, commissions, and committees pursuant to Council Rules of Procedures Section 5.04; providing for repeal; providing for a severability clause; and providing for an effective date

---

### **BACKGROUND/INFORMATION:**

Per the Council Rules of Procedures Section 5.04, liaisons shall be appointed by the Mayor with the approval of the City Council for a term of one year. Appointments shall be made at the regular City Council meeting in June of each year or any other time a liaison appointment becomes necessary and is in the best interest of the City.

### **FINANCIAL IMPLICATIONS:**

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

City staff recommends the City Council approve Resolution 2020-035 approving the Mayoral liaison appointments to City Boards, Commissions and Committees.

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

1. Mayoral Liaison Appts
2. Resolution Mayoral Liaison Appointments

### **REVIEWED BY:**

Macy Cotton, Legal

George Hyde, Legal

Andrea Gardner, City Manager

*Approved as to form for inclusion on Agenda*

Approved - 5/29/2020

Approved - 6/3/2020

Final Approval - 6/3/2020

City of Watauga

Mayoral Appointments for Council Liaisons to Boards, Committees & Commissions

| Board/Committee/Commission Name          | Primary Liaison | Alternate Liaison |
|------------------------------------------|-----------------|-------------------|
| Board of Appeals                         | Neal            | Miner             |
| Charter Review Commission                | Taylor          | Irving            |
| Library Board                            | Miner           | King              |
| Planning & Zoning Commission             | Snyder          | Taylor            |
| Zoning Board of Adjustment               | Neal            | Miner             |
| Animal Services Advisory                 | King            | Miner             |
| Civil Service Commission                 | Downey          | Snyder            |
| Watauga Economic Development Corporation | King            | Downey            |
| Parks Advisory Board                     | Taylor          | Miner             |
| Youth Advisory Council                   | Irving          | Downey            |

CITY OF WATAUGA, TEXAS  
RESOLUTION NO. 2020-035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS, APPROVING MAYORAL LIAISON APPOINTMENTS TO CITY BOARDS, COMMISSIONS, AND COMMITTEES PURSUANT TO COUNCIL RULES OF PROCEDURES SECTION 5.04; PROVIDING FOR REPEAL; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 5.04(b) of the City Council Rules of Procedures, Liaisons to City boards, commissions, associations, corporations, and other City related organizations are appointed by the Mayor with the approval of City Council for a term of one year, and for other periods deemed necessary and in the best interest of the City; and

WHEREAS, pursuant to Exhibit “A” incorporated herein by reference, the Mayor appoints Primary and Alternate Liaisons to the Board of Appeals, Charter Review Commission, Library Board, Planning and Zoning Commission, Zoning Board of Adjustment, Animal Services Advisory, Civil Service Commission, Watauga Economic Development Corporation, Parks Advisory Board, and Youth Advisory Council; and

WHEREAS, the City Council of the City of Watauga, Texas, finds that the appointments made by the Mayor are valid and benefit the City of Watauga, and therefore approve of those appointments pursuant to Section 5.04(b) of the City Council Rules of Procedures.

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 ordinance are hereby found to be true and correct and adopted herein for all purposes.

II.

The City Council of the City of Watauga finds that the following Primary and Alternate Liaisons named in Exhibit “A” are hereby approved.



III.

This Resolution shall become effective and shall be in full force and effect from and after the date of passage and adoption by the WCCD Board.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this the 8th day of June 2020.

APPROVED:

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ARTHUR L. MINER, MAYOR

ATTEST:

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ANDREA GARDNER, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

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GEORGE HYDE, CITY ATTORNEY  
Russell Rodriguez Hyde & Bullock, LLP



## AGENDA MEMORANDUM

**DATE:** May 28, 2020

**TO:** Honorable City Council Members

**FROM:** Andrea Gardner, City Manager

**SUBJECT:** Discuss and consider action to appoint members to the Youth Advisory Council for the City of Watauga

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### **BACKGROUND/INFORMATION:**

Forming a Youth Advisory Council was first discussed during the March 2019 City Council meeting. City Council directed staff to research a process for the development of a Youth Advisory Council (YAC) and prepare draft language that could be included in an ordinance to create the YAC. Thus, on August 12, 2019, the City Council approved Ordinance No. 2019-007 to establish the Watauga YAC.

The approved ordinance established rules and regulations for the membership, duties and operation of the YAC. As stated in the ordinance, the YAC was created with the purpose of the YAC to serve as a liaison between the city council and the youth of the community on issues related to youth. The YAC, as declared in the ordinance, shall serve as an advisory body to the city on matters relating to the youth.

The Composition of the YAC is to consist of at least five (5) members who represent the diversity of thought and experience of the Watauga youth. The five (5) members must be enrolled and attending classes in 8th, 9th, 10th, 11th or 12th grade at the time of appointment. Additionally, each must meet at least one (1) of the following qualifications: (1) reside in the City of Watauga; (2) Reside within the boundaries of Birdville Independent School District or the Keller Independent School District; (3) Attend a state recognized school or homeschool within the City of Watauga.

On November 12, 2019, two adults were appointed as parent liaisons and 2 youth were appointed as YAC members.

On February 10, 2020, two youth were appointed for a total of four members. One youth position remains vacant to complete the Council required five (5) positions.

Applications received since February 10, 2020 are attached for Council consideration.

### **FINANCIAL IMPLICATIONS:**



## **AGENDA MEMORANDUM**

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

City staff respectfully recommends the Council take action on the YAC youth applications received. The appointment per Ordinance No. 2019-007 shall be for a term of one year from the date of appointment by the City Council.

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

1. Gavin Darin Application
2. Journey Wallace Application

### **REVIEWED BY:**

Raquel Guajardo, Deputy City Secretary  
Andrea Gardner, City Manager

Approved - 5/28/2020  
Final Approval - 5/29/2020

*Approved as to form for inclusion on Agenda*



## AGENDA MEMORANDUM

**DATE:** May 28, 2020

**TO:** Honorable City Council Members

**FROM:** Mayor Arthur L. Miner

**SUBJECT:** Discuss and provide direction on the City of Watauga Council Rules of Procedure Manual

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### **BACKGROUND/INFORMATION:**

In March 2019, August 2019 and December 2019, the Council Rules of Procedure were amended. The most recent amendment was to include code of conduct language in the Rules.

Mayor Miner requested the matter be discussed with the City Council to determine if a need for further revisions is warranted.

### **FINANCIAL IMPLICATIONS:**

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

City staff recommends the City Council review the draft Rules of Procedure and provide direction on updates.

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

1. 2019.12.06 Amended Council Rules of Procedure Handbook (ATF)

### **REVIEWED BY:**

Andrea Gardner, City Manager

Final Approval - 6/2/2020

*Approved as to form for inclusion on Agenda*



# **CITY OF WATAUGA COUNCIL RULES OF PROCEDURE MANUAL**

**As Adopted by Resolution**  
Resolution No. 2019-025  
December 9, 2019

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## **Section 1 – GENERAL**

Parliamentary law and the rules of procedure derived from such law are essential to all deliberative organizations so that they may consider all matters before them in an effective and efficient manner and produce results that are legal and binding. Moreover, such procedural safeguards ensure due process during deliberations among members of the organization while at the same time protecting the rights of both the group and each member. **Accordingly, these rules of procedure establish guidelines to be followed by all persons attending City Council meetings, including members of the City Council, administrative staff, news media, citizens and visitors.**

## **Section 2 – AUTHORITY**

The City Charter of Watauga, Texas [Adopted: January 19, 1980 and last amended May 9, 2015] provides in Article II (The Governing Body), Section 3.09 (Meetings and rules of procedure) that “The Council shall determine its own rules and order of business...” Thus, this Council Rules of Procedure Manual is established. This Council Rules of Procedure Manual shall be reviewed by the City Council at least every two years in an open meeting. In the event of any conflict between Texas State law, the City Charter and/or this Rules of Procedures Manual, Texas State law shall prevail and control. In the event of any conflict between the City Charter and this Rules of Procedures Manual, the City Charter shall prevail.

The parliamentary reference for the City Council is the most recent edition of *Robert’s Rules of Order Newly Revised* (RONR) (issued in odd-numbered years). When any issue concerning procedure arises that is not covered by the Rules of Procedure, the City Charter or state law, the Council will refer to RONR, which shall determine such procedural issue. RONR is merely a parliamentary reference and any failure to explicitly follow RONR shall not serve to negate any action taken by the City Council. For clarification purposes, the only way to second a motion is for a City Council Member to state “I second the motion” or a similar phrase.

## **Section 3 – MEETINGS**

### **3.01. Texas Open Meetings Act**

The City Council shall follow the Texas Open Meetings Act.

### **3.02. Regular Meetings**

The City Council shall conduct regular meetings generally on the second Monday of every month. Regular meetings shall generally commence at 6:30 p.m. The regular meetings of the City Council shall be held at City Hall and are open to the public. The dress code for regular meetings is business casual.

### **3.03. Workshop Meetings**

Workshop meetings may be scheduled by the Mayor, a minimum of three (3) Council Members or by the City Manager. Workshop meetings are normally conducted prior to

regular meetings at 5:30 p.m. but may also be conducted at other times as well. The purpose of a workshop meeting is to exchange information between Council, staff, vendors or other groups. No official action is taken by Council during these meetings, but workshops shall be posted, and are open to the public. The dress code for workshop meetings is business casual.

### **3.04. Special Meetings**

Any additional meetings may be scheduled by the Mayor, a minimum of three (3) Council Members or by the City Manager to occur outside of the second Monday of the month. Such meetings shall be posted and are open to the public. The dress code for special meetings is business casual, subject to modification by the City Council based on the circumstances (i.e. retreat, outdoor tour, etc.).

### **3.05. Agenda**

- a. The Mayor, each City Council Member, with the concurrence of a second Council Member, and the City Manager shall have the right to have matters of city business included on City Council meeting agendas. Agenda items, including any necessary or applicable supporting documents and materials to be included in agenda packets, shall be submitted in written form to the City Secretary at least fourteen (14) days prior to the agenda posting deadline. The agenda posting deadline for Regular City Council Meetings is the Wednesday before the Regular City Council Meeting and the agenda posting deadline for Special City Council meetings is 72 hours in advance of any Special City Council Meeting. The City Secretary will coordinate the placement of items on the agenda. Agenda items may be removed only by the person who initially placed that item on the agenda and such removal shall be made prior to the public posting of the official meeting notice. Agenda packets will be available to the City Council Members no later than 6:00 p.m. the Wednesday before each Regular City Council Meeting, and at least 72 hours in advance of any Special City Council Meeting. Amendments to items and supplemental items may be placed on the Agenda as necessary at the discretion of the City Manager if done so in accordance with the Texas Open Meetings Act
- b. Drafts of contracts, ordinances, resolutions, or other items requiring review should be submitted to the City Attorney in a manner and time sufficient to allow for their review prior to this submittal deadline.
- c. A person other than the Mayor, a Council Member or the City Manager requesting that a matter or item be included on the City Council Meeting Agenda under New Business must complete the form attached hereto as Annex D and submit the same to the office of the City Secretary at least fourteen (14) days prior to the agenda posting deadline for which the request is made. If the Mayor, a Council Member or the City Manager determines that consideration of the item or items is in the best interest of the City, those items shall be placed on the City Council meeting agenda with the Mayor, Council Member or City Manager making the determination being listed as the sponsoring official. The sponsoring official needs to ensure all relevant materials concerning the agenda item are provided to the City Secretary's office at least fourteen (14) days prior to the agenda posting deadline for the City Council Meeting.



- 1) Any person wishing to make a presentation that includes video, or another form of electronic media, must provide that information in digital format to the City Secretary's Office no later than three (3) hours prior to the scheduled starting time of the meeting for review by the staff. City staff shall review the information as to form and content. The information shall not contain any statements, graphics or pictures that are offensive or reflect personal attacks on other individuals, the City Council members or City staff. The digital format must be compatible with the City's technology equipment. The presentation will be tested prior to the meeting to ensure that it is compatible with the City's equipment.
- d. All matters of City business (agenda items), including supporting materials, shall be submitted to the City Secretary at least fourteen (14) days prior to the agenda posting deadline. The Mayor or the Mayor Pro-tem, in the Mayor's absence, may make exceptions to this requirement for Special City Council meetings, and in emergency cases, as determined by the Mayor or the Mayor Pro-tem, in the Mayor's absence.
- e. There shall be no limitation as to the number of items that may be placed on the Consent Agenda. However, any council member shall have the right, at any time to request the removal of any item or items from the Consent Agenda. Such item or items shall be moved to New Business for purposes of discussion, debate or action. The Mayor of the City of Watauga, as presiding officer of the meeting, shall honor such a request.
- f. There shall be no limitation as to the number of items under the Action Items category.

### **3.06. Minutes**

Minutes of City Council meetings will be recorded and maintained by the City Secretary. The Minutes will include final motions with voting results. The minutes will also reflect the names of those citizens presenting public comments. Minutes of meetings will generally be submitted to the City Council for approval at the next regularly scheduled meeting.

## **Section 4 - STANDARDS OF CONDUCT**

### **4.01. Mayor and City Council Members**

The Mayor and Council Members shall demonstrate civility to one another as individuals, for the validity of different opinions, for the democratic process, and for the community and citizens being served. Elected officials should exhibit appropriate behavior. The Mayor and all members of the City Council when authorized to vote, have equal votes and the Mayor and all Council Members speak only for themselves.

### **4.02. Council Relations with the Media**

All City press releases, media advisories, story suggestions, or similar items should be submitted through the Public Information Officer for distribution.

#### **4.03. City Staff (During Meetings)**

All remarks and questions addressed to the City Council by staff members may be addressed to the City Council as a whole and not to any individual member. City staff shall follow proper parliamentary procedure during meetings. The City Manager and City Attorney shall have the right to participate in all matters coming before the Council. The City Attorney and or City Secretary shall serve as the parliamentarian guide for all meetings. All department heads may take part in discussions of the Council relating to their respective offices, departments or agencies, subject to the provisions of the Texas Open Meetings Act.

#### **4.04. Citizens and Visitors**

- a. The presiding officer will ensure that the decorum of the meeting is maintained and is appropriate.
- b. No placards, banners, or signs will be permitted in the City Council chamber or in any other room in which the City Council is meeting. Exhibits, displays, and visual aids used in connection with presentations to the City Council, however, are permitted.

#### **4.05. City Council Members Absences, Late Arrival and Conduct During Meetings and Events**

- a. Each meeting shall commence with a roll call for City Council members.
- b. Notification of intent to be absent shall be provided in writing to the City Secretary, the City Manager or Presiding Officer prior to the meeting at which the Council Member will not be in attendance.
- c. Notification of a late arrival to a meeting shall be provided via City-issued devices to the City Secretary, City Manager or Presiding Officer prior to the meeting at which the Council Member will arrive late.
- d. There shall be no use of personal electronic devices by City Council Members during an official meeting of the Council.
- e. Councilmembers shall, while the council is in session, preserve order and decorum, and no member shall, by conversation or otherwise, delay or interrupt the proceedings or the peace of the council, or disturb any member while speaking, or refuse to obey the orders of the council or its presiding officer, except as otherwise provided in these procedures.
- f. Councilmembers shall be prohibited from using profane language during any public meeting and shall be prohibited from using profane language during any event where the Councilmember is present in any official capacity as a representative of the City of Watauga City Council.

- g. Councilmembers shall be prohibited from using misinformation, hyperbole or exaggeration during the deliberation on any matter during any public meeting.
- h. Councilmembers are expected to always be fair and courteous to fellow councilmembers, appointed officials, employees, vendors, and especially other members of the public. Councilmembers are expected to be capable of expressing themselves and their opinions without the necessity of personal attacks, the use of profanity, the use of hyperbole, and other forms of communicative expression which focus on anything other than the subject matter under deliberation. This City Council policy prohibits the use of such methods as they deteriorate the decorum during public meetings, diminish the character and reputation of the councilmember, foster bullying, and propagate misinformation which can mislead the public and which interferes with the effective and efficient operation of city government.

#### **4.06. Use of Social Media**

- a. The City Council recognizes and understands that social media is currently a widely used method to share one's life and opinions with family, friends, co-workers, citizens and around the world. However, use of social media to disseminate information related to the city also presents certain risks and carries with it, certain responsibilities. This policy is enacted to establish a set of minimum expectations regarding the behavior of City Councilmembers to serve as a standard of conduct to guide the members of City Council in making responsible decisions about its members' appropriate conduct when using social media. This policy is designed to avoid the application of arbitrary rules and to ensure protection of constitutionally protected free speech.
- b. In the rapidly expanding world of electronic communication, social media can mean many things. Examples of social media networks are Facebook, Twitter, YouTube, Instagram, Nextdoor, and many others. Social media includes all means of communicating or posting information or content of any sort made accessible to others using the Internet, i.e., this access is not limited to certain devices, accounts, or platforms. Platforms include, by way of example, a website blog, a personal web site or webpage, a social networking account or an affinity web site, web bulletin board, or a chat room, whether or not associated or affiliated with the city or a particular City Councilmember, as well as any other form of electronic communication.
- c. If a Councilmember posts statements, photographs, video, or audio, careful consideration should be had as to whether the post may reasonably be viewed by others as malicious, obscene, threatening or intimidating, whether it disparages officials, employees, members of the public, vendors, suppliers, and any other organizations associated with or doing business with the city, or whether the post might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation, or posts that could contribute to a hostile work environment on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, disability, or any other protected class status in accordance with applicable federal or state law, or posts which violate the City Charter or City policy. A Councilmember that takes an active role, rather than a legislative role, in any city matter may expose oneself to personal liability should a post result in a civil tort against a person or organization, such as tortious

interference with contractual obligation, slander, liable or other civil law violation. Such action interferes with and results in a disruption to city business and may involve the city itself in legal claims, impeding efficient and effective delivery of city services. Any post that is determined by the City Council to be reasonably viewed as malicious, obscene, threatening or intimidating or meant to intentionally harm someone's reputation, or could contribute to a hostile work environment on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, disability, or any other protected class status in accordance with applicable federal or state law, or violate the City Charter or city policy is prohibited.

- d. Councilmembers, when disseminating information related to the City are required to provide accurate and truthful information to the public. Councilmembers have access to all information necessary to carry out their duties as Councilmembers and can reasonably verify any information communicated to the public; therefore, honesty and accuracy is required when posting information related to city business. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched, located and recovered. Never post any information or rumors that you know to be false about the city, fellow elected or appointed officials, employees, members of the public, citizens, vendors, and people working on behalf of the city, as such is prohibited. Communicating misinformation, hyperbole or exaggeration causes citizen and public confusion and substantially impairs the efficient and effective operation of city government as it is obligated to investigate the statements made, correct misinformation and provide accurate and truthful information to the public.
- e. Pursuant to and in accordance with the Texas Public Information Act, and in order to allow the City Manager to fulfill duties to protect and preserve public information imposed by Texas law, any social media post made by a City Councilmember must be collected and preserved by delivering a full and complete copy of any post to the City Manager's Office immediately upon posting, if possible, and no later than 48 hours upon posting otherwise. Failing to do so places the public information at risk of loss due to theft, data corruption or device failure. Failing to notify city administration of information disseminated to the public may significantly impair city operations in the event inquiries are made to city staff without knowledge of the representations made by a Councilmember; therefore, current information is necessary for the efficient and effective operation of city government.
- f. In posting information, City Councilmembers shall maintain the confidentiality of the city and county's internal or confidential information. This may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures, or other business-related communications intended for internal use or that may contain confidential, private, or security information.
- g. Abide by all state and federal laws, including but not limited to privacy laws, personal medical/health information under the Health Insurance Portability and Accountability Act (HIPAA), attorney-client confidentiality, copyright, trade secret or other propriety rights, public records laws, retention laws, fair use laws, financial disclosure laws, and any other laws that might apply to the city in connection with any post.

- h. Knowledge of these use of social media rules are presumed. An assertion that a councilmember did not recognize any post as violative of these policies does not serve as a defense to a claim that a councilmember violated this policy. All Councilmembers are presumed to have carefully read and fully understand the policy and expectations placed upon them as elected officials of the city. All social media postings must be consistent with these policies. Inappropriate postings may include, but are not limited to, discriminatory remarks, harassment, threats of violence, bullying, misinformation and exaggeration of fact (whether known, should have been known, or reasonably ascertained by the councilmember prior to posting such information) regarding matters connected to city business, and further includes any similarly inappropriate or unlawful conduct.

#### **4.07. Enforcement of Decorum and Procedures**

The chief of police, or such member of the police department as he may designate, in attendance at a meeting shall be sergeant at arms of the council meeting. The sergeant at arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the council meeting. Upon instruction by the presiding officer, it shall be the duty of the sergeant at arms to either remove or place under arrest any person who violates the order and decorum of a meeting from the meeting place at the direction of the presiding officer.

If the Mayor or the City Council or any councilmember files a complaint that another member of the City Council violated this policy, the Mayor shall place the matter on the next City Council Agenda for consideration and action. At the City Council meeting, the matter shall be called the complaint read out loud and the Councilmember who filed the complaint shall have an opportunity to address the City Council regarding the complaint. Then, the party complained against shall have an opportunity to address the complaint. Then the remaining City Council shall deliberate on the complaint until the question is called. If the city council determines by majority vote that any member of the City Council has violated any of the rules promulgated herein, the council shall direct the City Attorney prepare a Resolution of Censure and such Resolution of Censure, which shall be read out loud for consideration, and shall be read out load again upon passage, and upon passage, shall be posted on all city social media accounts and on the landing page of the City's website where it shall remain for 60 days. Further, the Resolution shall have one final reading at the beginning of the next regular city council meeting after passage. The content of a censure resolution must be approved by a two-thirds vote of all the councilmembers unaffected by the censure. Such censure shall include public criticism and admonition for violating these rules applicable to City Councilmembers. Any action which brings cause for the City Council to reasonably believe that a violation of the Texas Public Information Act has also occurred by any City Councilmember will be submitted to the Tarrant County District Attorney's Office for review.

## **Section 5 - DUTIES AND PRIVILEGES OF COUNCIL MEMBERS**

### **5.01. Seating Arrangement**

The Mayor shall determine seating of the Council Members.

### **5.02. Conflict of Interest**

A City Council Member prevented from voting by a conflict of interest, shall not vote on the matter, shall not participate in discussions regarding the matter or attempt to influence the Council's deliberation of the matter in any way, shall not attend executive meetings regarding the matter, and shall otherwise comply with the state law and city ordinances to include the City's Ethics Ordinance concerning conflicts of interest including Chapter 171 of the Local Government Code, as now or hereafter amended.

### **5.03. Voting**

Voting, except on procedural motions, shall be accomplished by show of hands of members of the Council or by lighting/electronic device reflecting the ayes and nays. Tabulation of the voting by the Council vote shall be announced in open meetings by the Mayor or his or her duly appointed representative. All members of the Council may have one vote and only one vote on each item and issue. Four (4) members of the Council, excluding the mayor, shall constitute a quorum. In the event that there are vacancies on the Council, the quorum shall be reduced by the number of vacancies existing. No action by the Council shall be valid unless adopted by the affirmative vote of at least three of those members attending any meeting at which there is a quorum present. [City Charter § 3.09 (c) and as amended].

A Member of the Council may vote to abstain or refuse to vote only on an issue or matter that would create a conflict of interest for that Council Member as defined by State or Local Law(s).

### **5.04. City Council Liaisons**

- a. The City Council may appoint its members to serve as City Council Liaisons ("Liaisons") between the City Council and the various City boards, commissions, associations, corporations, and other City related organizations and entities ("Entity"). The Liaisons will serve in an advisory capacity and provide guidance, counsel, and communication between the City Council and the Entity. Liaisons are encouraged to attend the meetings of their appointed Entity.
- b. Liaisons shall be appointed by the Mayor with the approval of the City Council for a term of one year, and for other periods deemed necessary and in the best interest of the City. Appointments shall be made at the regular City Council meeting in June of each year, or any other time a liaison appointment becomes necessary and is in the best interest of the City. The City Council may, with just cause, remove a Liaison by majority vote.

- c. In the event of a vacancy the Mayor shall appoint a new Liaison member for the unexpired term, subject to the approval of the City Council. If the Mayor fails to make an appointment to fill any vacancy within sixty (60) days from the date of the vacancy or expiration, the remaining members of the City Council may, by majority vote, make an appointment without the Mayor's recommendation.
- d. Liaisons shall not preside over the Entity meetings or vote on any matter that comes before the Entity but shall have the right to fully participate in all discussions of matters that come before the respective Entity.
- e. At no time shall the Liaison act outside the scope of the City of Watauga Home Rule Charter.

## **Section 6 - CHAIR AND DUTIES**

### **6.01. Chair**

The Mayor, if present, shall preside as Chair at all meetings of the City Council. In the absence of the Mayor, the Mayor Pro-tem shall preside as Chair. In the absence of both the Mayor and Mayor Pro tem, the remaining City Council Members shall designate one member of the City Council as to act as chair and preside for that meeting.

### **6.02. Preservation of Order**

The Chair shall preserve order and decorum, call upon the Police Chief or designated law enforcement officer, present at the meeting, as necessary to enforce compliance with the rules, and confine members in debate to the question under discussion. It is the responsibility of the Chair to keep the comments of Council Members on topic during public meetings.

## **Section 7 - ORDER OF BUSINESS**

### **7.01. Regular and Special Meetings**

Regular and Special meetings will generally adhere to the following agenda:

1. **Workshop Meeting** (as needed)
2. **Call to Order**
3. **Roll Call**
4. **Invocation**
5. **Pledge of Allegiance** (United States and Texas Flags)
6. **Announcements**
7. **Presentations**
8. **Public Testimony**
9. **Consent Agenda** (if necessary)
10. **Public Hearings/Action** (if necessary)
11. **Action Items** (if necessary)
12. **Reports- The Reports portion of the agenda will be for the City Council to**

**receive reports from City staff, consultants, City Council Liaisons, or other individuals.**

**13. Items for Future City Council Meetings**

**14. Executive Session/Meeting (if necessary)**

**15. Adjournment**

**7.02 Announcements**

The Announcements section of the agenda is to allow members of the City Staff or City Council to make a public statement about an upcoming event(s) of interest to the citizens of Watauga, or to make a statement of recognition for a person, or group, that is not the subject of a presentation. There is no discussion or action to be taken on announcements.

**7.03. Addressing the City Council\***

Members of the public are invited and encouraged to attend all public meetings of the 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. Individuals desiring to speak during Public Testimony shall be called upon to speak only after completing a Request to Speak form attached hereto as Annex E. The Request to Speak form for Public Testimony shall be submitted to the administrative staff prior to speaking. Individuals desiring to speak on an agenda item or during a public hearing shall submit the Request to Speak form prior to the introduction of that respective item by the Chair. Once the form is received by administrative staff, the individual shall be recognized and called upon by the Chair prior to speaking. Any public testimony must occur prior to formal action being taken by the Council. The Chair shall have the power to suspend citizen comments at any time during the meeting to preserve the order and the efficiency of the meeting. Reasonable time limitations may be placed on public input by the presiding officer in order to conduct an efficient and effective public meeting.

\*Any individual who is unable to physically stand shall be provided an accommodation to be recognized by the Chair so that they may be recognized and allowed to speak.

**a. Public Comments During Public Testimony and on Agenda Items**

If speaking for an organization or group, the speaker should identify the group represented. If speaking during Public Testimony (for matters *not* posted on that particular meeting's agenda), members of the City Council and Staff may only provide a statement of factual information in response to the inquiry or recite existing policy in response (e.g., to correct a factual misstatement made by the citizen or provide factual information requested by the citizen). Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a future meeting. If necessary, the Chair will task the City Manager to respond to the citizen and report back to the City Council as soon as practicable. Such report to the City Council shall not constitute a meeting called by the City Council nor shall it constitute deliberation or formal action.

Individual citizens addressing the City Council during Public Testimony shall not exceed



three (3) minutes in their comments; however, the Chair may extend or reduce the speaker's allotted time in order to conduct an efficient and effective public meeting. The time allotted shall not be donated to others desiring to speak. Public Testimony is not established to engage in a conversation with the Council and no formal Council action will be taken. Citizens desiring to discuss an item with the Council not on the agenda, or to request specific Council action, should complete the form attached hereto as Annex D, for possible placement on the agenda at a future City Council Meeting.

**b. Public Testimony During Action Items**

Only those persons who submit a completed Request to Speak form prior to the agenda item being introduced by the Chair will be allowed to speak on the given agenda item (i.e., citizens will be allowed to speak at the beginning of each agenda item if they so desire after being recognized, then the Council will deliberate and make any necessary motions and/or votes, etc.). The Chair shall ask each person requesting to speak to come to the podium to speak in turn in an orderly manner. Speakers time shall generally not exceed three (3) minutes in their comments and all comments must be germane to the specific agenda item being discussed; however, the Chair may extend or reduce the speaker's allotted time. Speakers shall not be permitted to donate their time to other speakers. Members of the City Council may ask questions or discuss the item directly with the citizen during the citizen's comments if necessary. Any discussion between a Council member and the citizen will not count toward the time limit and Council Members are encouraged not to speak until the citizen has first utilized their allocated time.

**c. Public Testimony During Public Hearings**

Public Hearings by their very nature are designed for public input. When prompted by the Chair, each person requesting to speak and that submitted a completed Request to Speak form prior to the opening of the public hearing shall come to the podium to speak when called upon by the Chair. Individuals addressing the City Council shall not exceed their allotted time limit when making their comments; however, the Chair may extend or reduce the speaker's allotted time to conduct an efficient and effective public meeting. Speakers shall not be permitted to donate their time to other speakers. If an individual speaks during the public hearing on the same matter that appears on the Action Items section of the agenda, shall only provide comments not previously provided during the public hearing.

**Section 8 – RULES SUSPENSION**

Any provision of these rules not governed by the City Charter, City Code, or state law may be temporarily suspended by a two-thirds vote of the members of the City Council present. The vote on any such suspension shall be taken by "Aye" and "Nay" votes and entered upon the record.

# **ANNEX A**

## **Fundamental Principles of Parliamentary Law**

The Mayor, Council Members, City Manager, City Attorney, City Secretary, and City staff members appearing before the various meetings of the Watauga City Council should become familiar with following rules and customs:

1. All members have equal rights, privileges, and obligations; rules must be administered impartially.
2. The minority has rights, which must be protected.
3. Full and free discussions of all motions, reports, and other items of business is a right of all members.
4. In doing business the simplest and most direct procedure should be used.
5. Logical precedence governs introduction and disposition of motions.
6. Only one question can be considered at a time.
7. Members may not make a motion or speak in debate until they have been recognized by the chair and thus have obtained the floor.
8. No member may speak a second time on the same question if anyone who has not spoken on that question wishes to do so.
9. Members must not attack or question the motives of other members. Customarily, all remarks are addressed to the presiding officer.
10. In voting, members have the right to know at all times what motion is before the assembly and what affirmative and negative votes mean.
11. The majority vote decides. This is a fundamental concept of democracy.
12. All meetings will be characterized by fairness and good faith.

# ANNEX B

## The Chief Purposes of Motions

| PURPOSE                                        | MOTION                                                                                                                       |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Present an idea for<br>Discussion and action   | Main motion<br>Resolution<br>Consider informally                                                                             |
| Improve a pending motion                       | Amend<br>Division of question                                                                                                |
| Regulate or cut off debate                     | Limit or extend debate<br>Close debate                                                                                       |
| Delay a decision                               | Refer to committee<br>Postpone to a certain time<br>Postpone temporarily<br>Recess<br>Adjourn                                |
| Meet an emergency                              | Question of privilege<br>Suspend rules                                                                                       |
| Gain information on a pending motion           | Parliamentary inquiry<br>Request for information<br>Request to ask a member a question<br>Question of privilege              |
| Question the decision of the presiding officer | Point of order<br>Appeal from decision of the chair                                                                          |
| Enforce rights and privileges                  | Division of assembly<br>Division of question<br>Parliamentary inquiry<br>Point of order<br>Appeal from decision of the chair |
| Consider a question again                      | Resume consideration<br>Reconsider<br>Rescind<br>Renew a motion<br>Amend a previous action<br>Ratify                         |
| Change an action already taken                 | Reconsider<br>Rescind<br>Amend a previous action                                                                             |
| Terminate a meeting                            | Adjourn<br>Recess                                                                                                            |

## ANNEX C

### Parliamentary Strategy

| To Support a Motion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | To Oppose a Motion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> <li>1. Second it promptly and enthusiastically.</li> <li>2. Speak in favor of it as soon as possible.</li> <li>3. Do your homework; know your facts; have handouts, charts, overhead projector slides, etc. if appropriate.</li> <li>4. Move to amend motion, if necessary, to make it more acceptable to proponents.</li> <li>5. Vote against motion to table or to postpone, unless delay will strengthen your position.</li> <li>6. Move to recess or postpone, if you need time to marshal facts or work behind the scenes.</li> <li>7. If defeat seems likely, move to refer to committee, if that would improve chances.</li> <li>8. If defeat seems likely, move to divide question, if appropriate, to gain at least a partial victory.</li> <li>9. Have available a copy of the rules of procedure, City Charter, and <i>Robert's Rules of Order, Newly Revised</i>, most recent edition, in case of a procedural dispute.</li> <li>10. If motion is defeated, move to reconsider, if circumstances warrant it.</li> <li>11. If motion is defeated, consider reintroducing it at a subsequent meeting.</li> </ol> | <ol style="list-style-type: none"> <li>1. Speak against it as soon as possible. Raise question; try to put proponents on the defensive.</li> <li>2. Move to amend the motion so as to eliminate objectionable aspects.</li> <li>3. Move to amend the motion to adversely encumber it.</li> <li>4. Draft a more acceptable version and offer as amendment by substitution.</li> <li>5. Move to postpone to a subsequent meeting.</li> <li>6. Move to refer to committee.</li> <li>7. Move to recess, if you need time to round up votes or obtain more facts.</li> <li>8. Question the presence of quorum, if appropriate.</li> <li>9. Move to adjourn</li> <li>10. On a voice vote, vote emphatically.</li> <li>11. If the motion is adopted, move to reconsider, if you might win a subsequent vote.</li> <li>12. If the motion is adopted, consider trying to rescind it at a subsequent meeting.</li> <li>13. Have available a copy of the rule of procedure, City Charter, and <i>Robert's Rules of Order, Newly Revised</i>, most recent edition, in case of a procedural dispute.</li> </ol> |

# ANNEX D

## REQUEST FOR A COUNCIL MEMBER TO SPONSOR AN ITEM ON A CITY COUNCIL AGENDA

Requests to have an item sponsored by a City Council Member must be submitted to the City Secretary's Office at least fourteen (14) days prior to the agenda posting deadline for the City Council Meeting for which the request is made. Such requests **MUST BE SPONSORED BY AT LEAST TWO (2) MEMBERS OF THE CITY COUNCIL** to be placed on the agenda. All relevant information concerning the matter must be provided by you or the sponsoring Council Member(s) to the City Secretary's Office not later than fourteen (14) days prior to the applicable City Council Meeting agenda posting deadline.

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Are you a Resident and/or Business Owner in Watauga? ☐ Yes ☐ No

| Please put a check mark next to the name of the<br>City Council Member(s) you would like to sponsor the item |  |                         |  |
|--------------------------------------------------------------------------------------------------------------|--|-------------------------|--|
| Mayor                                                                                                        |  | Council Member, Place 4 |  |
| Council Member, Place 1                                                                                      |  | Council Member, Place 5 |  |
| Council Member, Place 2                                                                                      |  | Council Member, Place 6 |  |
| Council Member, Place 3                                                                                      |  | Council Member, Place 7 |  |

|                          |
|--------------------------|
| Subject to be discussed: |
|                          |
|                          |

\_\_\_\_\_  
Signature of Sponsor

\_\_\_\_\_  
Signature of Sponsor

|                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>OFFICE USE ONLY):</b><br><br><b>Date and Time request was received:</b> _____<br><br><b>Signature of person receiving request:</b> _____<br><br><b>Date of City Council Meeting to be discussed:</b> _____<br><br><b>Signature of Council Member sponsoring item:</b> _____ |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

City of Watauga - 7105 Whitley Road - Watauga, Texas 76148 - (817) 514-5800 - Metro: (817) 498-3408 - Fax: (817) 514-3625

# ANNEX E

## REQUEST TO SPEAK FORM

### PUBLIC TESTIMONY:

Public Testimony during City Council Meetings and Workshops provides citizens an opportunity to make comments or present information to the City Council. All comments must be directed to the City Council and not an individual Council Member or City Staff. Council **may only provide statements of fact** on issues raised during Public Testimony and may direct the City Manager to resolve or request the matter be placed on a future agenda. Public comments shall not include any “deliberation” as defined by Chapter 551 of the Government Code, as now or hereafter amended.

Speakers are limited to three (3) minutes and time shall not be donated to other speakers.

After submitting the completed Request to Speak form and submitting to the City Administrative staff, you will be recognized by the Chair to speak. You may approach the speaker’s podium and begin comments.

Please complete the information on the form below and submit it to the City Secretary prior to the start of the Council Meeting for comments during Public Testimony or prior to the introduction of the item for comments during public hearings or on agenda items. Forms not submitted as required **will not** be accepted. (Check all that apply)

☐ Public Testimony

☐ Public Hearing

☐ Agenda Item

|                                                                                                                                                                        |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| First Name                                                                                                                                                             | Last Name       |
| Address                                                                                                                                                                | Phone Number    |
| Are you a resident and/or business owner in Watauga?<br><div style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </div> | Date of Meeting |

| Agenda item number(s) you wish to speak about: |     |     |
|------------------------------------------------|-----|-----|
| No.                                            | No. | No. |
| Subject to be presented to the City Council:   |     |     |
|                                                |     |     |
|                                                |     |     |
|                                                |     |     |
|                                                |     |     |
|                                                |     |     |



## AGENDA MEMORANDUM

**DATE:** May 28, 2020

**TO:** Honorable City Council Members

**FROM:** Mayor Arthur L. Miner

**THROUGH:** Andrea Gardner, City Manager

**SUBJECT:** Consider and take action to select a Mayor Pro Tem per the City of Watauga Home Rule Charter

---

### **BACKGROUND/INFORMATION:**

Each year after the regular City Council Election, the Council must choose a member of the governing body to serve as the Mayor Pro Tem for the next year.

Section 3.06(f) of the Watauga City Charter reads:

"at its first regular meeting following the regular city council election, the city council shall elect from its members, in accordance with the voting procedure set forth in section 3.09(c) of this Charter"

If the May 2020 election had not been postponed until November 2020, the Mayor Pro Tem would be selected at this meeting. Keeping with Council direction to take actions that would be if the election occurred on schedule, the Council should take action to appoint a Mayor Pro Tem.

### **FINANCIAL IMPLICATIONS:**

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

City staff respectfully recommends the City Council take action to appoint a Mayor Pro Tem to serve for one year.

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

None

### **REVIEWED BY:**

Andrea Gardner, City Manager

Final Approval - 6/2/2020



## **AGENDA MEMORANDUM**

*Approved as to form for inclusion on Agenda*





## AGENDA MEMORANDUM

**DATE:** June 1, 2020

**TO:** Honorable City Council Members

**FROM:** Andrea Gardner, City Manager

**SUBJECT:** Discuss and provide direction on conducting an RFP (Request for Proposals) for bulk collection services within the City of Watauga

---

### **BACKGROUND/INFORMATION:**

On November 9, 2019, Waste Connections provided a presentation to the City Council to introduce the newest members of the Council to the company and its operations. Council Members Downey and Neal notified the company of complaints they were receiving from residents regarding bulk service. Some citizens were also present and made comments regarding the bulk services.

In mid March 2020, the COVID-19 crisis began to impact the NE Texas area. Once "stay at home" orders were issued, the citizens began placing larger than normal volumes of bulk for pick up. The attached report shows the increased volume in bulk over 2019.

During the May 2020 meeting, Council Member Downey requested a future agenda item to discuss conducting a request for proposals for bulk services. Council Member Snyder agreed.

The City Manager and Mayor met with Waste Connections on May 18, 2020 to discuss the bulk service. The City Manager utilized the newly formed Strategic Planning Committee to discuss on May 21, 2020. The consensus of the group was to continue efforts of improving the communication between the City and Waste Connections.

The City Manager participated in a Waste Connections site visit to see firsthand the operations located in Haltom City. The site visit was held on May 27, 2020.

### **FINANCIAL IMPLICATIONS:**

N/A

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

City staff recommends the City Council provide direction on conducting a request for proposals for bulk service collection.



## AGENDA MEMORANDUM

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

1. April 2019
2. April 2020
3. May 2019
4. May 2020
5. City Of Watauga December 2019 2
6. 2020.6.2 LTR to NBulaich

### **REVIEWED BY:**

Sandra Gibson, CGFO, CGFM, Director of Finance

Andrea Gardner, City Manager

George Hyde, Legal

Andrea Gardner, City Manager

*Approved as to form for inclusion on Agenda*

Approved - 6/2/2020

Approved - 6/2/2020

Approved - 6/3/2020

Final Approval - 6/3/2020

| Date:     | Day:      | Zone:    | Loads: | Tons: |
|-----------|-----------|----------|--------|-------|
| 4/1/2019  | Monday    | 1 and 2  | 2      | 11.6  |
| 4/2/2019  | Tuesday   | 1 and 2  | 1      | 6.23  |
| 4/2/2019  | Tuesday   | 1 and 2  | 2      | 13.5  |
| 4/3/2019  | Wednesday | 1 and 2  | 3      | 17.2  |
| 4/3/2019  | Wednesday | 1 and 2  | 4      | 23.18 |
| Total:    |           | Zone 1/2 |        | 71.71 |
|           |           |          |        |       |
| 4/8/2019  | Monday    | 3        | 1      | 6.26  |
| 4/9/2019  | Tuesday   | 3        | 3      | 19.92 |
| 4/10/2019 | Wednesday | 3        | 2      | 7.63  |
| Total:    |           | Zone 3   |        | 33.81 |
|           |           |          |        |       |
| 4/16/2019 | Tuesday   | 4        | 2      | 12.87 |
| 4/17/2019 | Wednesday | 4        | 1      | 7.25  |
| Total:    |           | Zone 4   |        | 20.12 |
|           |           |          |        |       |
| 4/23/2019 | Tuesday   | 5        | 2      | 14.38 |
| 4/24/2019 | Wednesday | 5        | 1      | 7.94  |
| 4/24/2019 | Wednesday | 5        | 2      | 12.53 |
| Total:    |           | Zone 5   |        | 34.85 |

Total for the month: 160.49

| Date:     | Day:      | Section: | Loads: | Tons: |
|-----------|-----------|----------|--------|-------|
|           | Monday    | 1 and 2  |        |       |
| 4/7/2020  | Tuesday   | 1 and 2  | 3      | 18.28 |
| 4/8/2020  | Wednesday | 2 and 2  | 2      | 13.82 |
| 4/11/2020 | Saturday  | 3 and 2  | 3      | 20.06 |
| 4/13/2020 | Monday    | 4 and 2  | 3      | 24.86 |
| 4/14/2020 | Tuesday   | 1 and 2  | 2      | 11.92 |

|        |             |       |
|--------|-------------|-------|
| Total: | Section 1/2 | 88.94 |
|--------|-------------|-------|

|           |           |   |   |       |
|-----------|-----------|---|---|-------|
| 4/15/2020 | Wednesday | 3 | 3 | 19.11 |
| 4/18/2020 | Saturday  | 3 | 3 | 19.07 |
| 4/20/2020 | Monday    | 3 | 3 | 22.46 |

|        |           |       |
|--------|-----------|-------|
| Total: | Section 3 | 60.64 |
|--------|-----------|-------|

|           |           |   |   |       |
|-----------|-----------|---|---|-------|
| 4/21/2020 | Tuesday   | 4 | 2 | 12.27 |
| 4/22/2020 | Wednesday | 4 | 4 | 26.03 |

|        |           |      |
|--------|-----------|------|
| Total: | Section 4 | 38.3 |
|--------|-----------|------|

|           |           |   |   |       |
|-----------|-----------|---|---|-------|
| 4/27/2020 | Monday    | 5 | 3 | 20.47 |
| 5/2/2020  | Saturday  | 5 | 4 | 23.41 |
| 5/4/2020  | Monday    | 5 | 2 | 14.21 |
| 5/6/2020  | Wednesday | 5 | 2 | 10.79 |
| 5/14/2020 | Wednesday | 5 | 2 | 13.74 |

|        |           |       |
|--------|-----------|-------|
| Total: | Section 5 | 82.62 |
|--------|-----------|-------|

|                                    |                     |
|------------------------------------|---------------------|
| <b><u>Total for the month:</u></b> | <b><u>270.5</u></b> |
|------------------------------------|---------------------|

| Date:    | Day:      | Zone:    | Loads: | Tons: |
|----------|-----------|----------|--------|-------|
| 5/6/2019 | Monday    | 1 and 2  | 2      | 13.12 |
| 5/7/2019 | Tuesday   | 1 and 2  | 1      | 5.56  |
| 5/7/2019 | Tuesday   | 1 and 2  | 3      | 20.45 |
| 5/8/2019 | Wednesday | 1 and 2  | 3      | 19.06 |
| 5/8/2019 | Wednesday | 1 and 2  | 2      | 12.64 |
| 5/9/2019 | Thursday  | 1 and 2  | 4      | 18.17 |
| Total:   |           | Zone 1/2 |        | 89    |

|           |         |        |   |       |
|-----------|---------|--------|---|-------|
| 5/13/2019 | Monday  | 3      | 2 | 13.78 |
| 5/14/2019 | Tuesday | 3      | 2 | 11.58 |
| 5/14/2019 | Tuesday | 3      | 3 | 17.9  |
| Total:    |         | Zone 3 |   | 43.26 |

|           |         |        |   |       |
|-----------|---------|--------|---|-------|
| 5/20/2019 | Monday  | 4      | 1 | 7.01  |
| 5/21/2019 | Tuesday | 4      | 2 | 10.92 |
| Total:    |         | Zone 4 |   | 17.93 |

|           |           |        |   |       |
|-----------|-----------|--------|---|-------|
| 5/27/2019 | Monday    | 5      | 1 | 6.87  |
| 5/28/2019 | Tuesday   | 5      | 3 | 18.24 |
| 5/29/2019 | Wednesday | 5      | 2 | 12.81 |
| Total:    |           | Zone 5 |   | 37.92 |

Total for the month: 188.11

| Date:     | Day:     | Section: | Loads: | Tons: |
|-----------|----------|----------|--------|-------|
| 5/14/2020 | Thursday | 1 and 2  | 2      | 15.31 |
| 5/14/2020 | Thursday | 1 and 2  | 3      | 14.57 |
| 5/15/2020 | Friday   | 2 and 2  | 3      | 18.38 |
| 5/16/2020 | Saturday | 3 and 2  | 8      | 46.41 |
| 5/18/2020 | Monday   | 1 and 2  | 7      | 47.25 |
|           |          | 1 and 2  |        |       |

|        |             |        |
|--------|-------------|--------|
| Total: | Section 1/2 | 141.92 |
|--------|-------------|--------|

|           |           |   |   |       |
|-----------|-----------|---|---|-------|
| 5/19/2020 | Tuesday   | 3 | 2 | 12.8  |
| 5/20/2020 | Wednesday | 3 | 3 | 17.44 |
|           |           | 3 |   |       |

|        |           |       |
|--------|-----------|-------|
| Total: | Section 3 | 30.24 |
|--------|-----------|-------|

|           |          |   |   |       |
|-----------|----------|---|---|-------|
| 5/21/2020 | Thursday | 4 | 3 | 17.34 |
| 5/21/2020 | Thursday | 4 | 3 | 18.38 |
| 5/22/2020 | Friday   | 4 | 2 | 12.81 |
| 5/22/2020 | Friday   | 4 | 2 | 13.52 |

|        |           |       |
|--------|-----------|-------|
| Total: | Section 4 | 62.05 |
|--------|-----------|-------|

|           |         |   |   |       |
|-----------|---------|---|---|-------|
| 5/25/2020 | Monday  | 5 | 2 | 13.88 |
| 5/26/2020 | Tuesday | 5 | 2 | 9.82  |
|           |         | 5 |   |       |
|           |         | 5 |   |       |
|           |         | 5 |   |       |

|        |           |      |
|--------|-----------|------|
| Total: | Section 5 | 23.7 |
|--------|-----------|------|

|                                    |                      |
|------------------------------------|----------------------|
| <b><u>Total for the month:</u></b> | <b><u>257.91</u></b> |
|------------------------------------|----------------------|

# City Of Watauga



## Waste and Recycling COLLECTION OVERVIEW

- December, 2019



# Services Provided



- **One Time Per Week MSW Trash Service .**
  - \* **95-Gallon Cart Provided By Waste Connections.**
- **One Time Per Week Recycling Service.**
  - \* **65-Gallon Cart Provided By Waste Connections.**
- **Monthly Bulk and Brush Service Provided One Time Per Month, Up To 5 Yards Per Resident.**
- **228 Commercial / Industrial Customers Multiple Days Per Week.**





# # Homes / Weights



**8,068 Residential Homes**

**Per Month:**

- **34,961 Trash Homes / 703 Tons or 70 Truck Loads.**
- **34,961 Recycle Homes / 117 Tons or 20 Truck Loads.**
- **Various # Of Bulk Pick Ups / 145 Tons or 18 Truck Loads.**



# Bulk Service Includes 5 yards, Example Below.

5 feet x 6 feet x 5.5 feet

















# **\$12.17 Per Month**



- **Weekly Trash Service With 95 Gallon Cart.**
- **Weekly Recycling Service With 65-Gallon Cart.**
- **Monthly Bulk and Brush Service (5 yards).**



# What Does The Service Look Like Without Trash or Recycle Carts...



# Lose Trash Bags, Various Size Containers.





# Watauga !



# Watauga !





# Benefits / Customer Favorites With Carts.



- Safer. 
- Easier For Residents To Store And Transport.
- Cleanliness-Neighborhoods Are More Attractive.
- Controls Unwanted Pests/Animals.
- Less Litter Blowing Around.
- Easy To Roll Containers On Wheels.
- Containers Maintained By Service Provider.





# Questions/Comments





## AGENDA MEMORANDUM

**DATE:** May 15, 2020  
**TO:** Honorable City Council Members  
**FROM:** Bradley Fraley, Chief Information Officer  
**THROUGH:** Andrea Gardner, City Manager  
**SUBJECT:** Report on HB 3834 Mandated Cyber Security Training

---

### **BACKGROUND/INFORMATION:**

House Bill (HB) 3834 (86R) requires DIR to certify cybersecurity training programs for state and local government employees and requires state and local government employees to annually complete a certified training program. Training is required for:

1. Employees who have access to a local government computer.
2. All elected officials of the local government.

Training must be completed and reported to DIR on or before June 15 of each year.

The City of Watauga has used SCAN13, a certified training program provider to meet the compliance requirement. A report on our compliance status will be provided during the meeting.

### **FINANCIAL IMPLICATIONS:**

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

N/A

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

None

### **REVIEWED BY:**

Bradley Fraley, Chief Information Officer  
Andrea Gardner, City Manager  
*Approved as to form for inclusion on Agenda*

Approved - 5/18/2020  
Final Approval - 5/20/2020



## **AGENDA MEMORANDUM**

**DATE:** June 1, 2020

**TO:** Honorable City Council Members

**FROM:** Andrea Gardner, City Manager

**SUBJECT:** to deliberate upon and seek the advice of the City Attorney regarding the duties of the Mayor, Mayor, Arthur L. Miner

---

### **BACKGROUND/INFORMATION:**

### **FINANCIAL IMPLICATIONS:**

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

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

None

### **REVIEWED BY:**

George Hyde, Legal

Andrea Gardner, City Manager

*Approved as to form for inclusion on Agenda*

Approved - 6/3/2020

Final Approval - 6/3/2020