



AGENDA
WATAUGA CITY COUNCIL
VIDEOCONFERENCE MEETING
MONDAY, JANUARY 11, 2021
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.

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

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City Council Meeting Registration - January 11, 2021

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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.

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

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

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

First Name*

Last Name*

Address1*

"Live" meeting space is limited and will be provided on a first come, first served basis. If you select the "live" meeting option, the WEBEX meeting details will be emailed to you at the e mail address you provide during registration. You will be responsible for ensuring that you are

available in the WEBEX meeting at the time public testimony is requested and that you have a microphone or have called in via telephone so that your comments can be heard.

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

CALL TO ORDER (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

ANNOUNCEMENTS

PRESENTATIONS

1. Presentation of Service Awards for City of Watauga Employees celebrating a milestone anniversary during the month of January 2021

Andrea Gardner, City Manager

PUBLIC COMMENT If speaking for an organization or group, the speaker should identify the group represented. If speaking during Public Comment (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 Comment 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 Comment is not established to engage in a conversation with the Council and no formal Council action will be taken.

PUBLIC TESTIMONY FOR 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 agenda items set for action (this doesn't include presentations or reports). The Chair shall ask each person requesting to speak to approach the podium when called to speak. 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 testimony 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.

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 approving a resolution revising the City Observed Holiday Schedule for the 2021 Calendar Year; providing for repeal; providing for severability; providing an effective date
Marcia Reyna, Human Resources and Civil Service Director
Andrea Gardner, City Manager
2. Consider action on the meeting minutes of the December 14, 2020 Council Workshop, December 14, 2020 Regular Council Meeting, December 15, 2020 Watauga Economic Development Corporation Meeting (to document quorum of Council at meeting) and the January 4, 2021 Special City Council Meeting
Raquel Guajardo, Deputy City Secretary
Andrea Gardner, City Manager
3. Consideration action to approve the continuation of a Massage Establishment Permit for Niu Niu Foot Spa and RR Massage for Calendar Year 2021 as required by Chapter 22, Article VI, Division 2, Section 22-252 of the City of Watauga Code of Ordinances.
Raquel Guajardo, Deputy City Secretary
Andrea Gardner, City Manager
4. Consider action to approve the Monthly Financial Report for the period ending November, 30, 2020.
Sandra Gibson, Director of Finance
Andrea Gardner, City Manager
5. Consider action to approve a resolution by the City Council of the City of Watauga, Texas ratifying the purchase of two F-150 trucks from Silsbee Ford utilizing water and sewer equipment replacement funds; providing for repeal; providing for severability; providing an effective date
Paul Hackleman, Director of Public Works
Andrea Gardner, City Manager

6. Consider action by the City Council of the City of Watauga, Texas approving the purchase of a 2021 Ford F-250 Truck from Silsbee Ford
Paul Hackleman, Director of Public Works
Robert Parker, Chief of Police
Sandra Gibson, Director of Finance
Andrea Gardner, City Manager
7. Consider action by the City Council of the City of Watauga, Texas declaring one 2008 Ford F-250 as surplus property belonging to the City of Watauga; and authorizing disposal of the surplus property
Paul Hackleman, Director of Public Works
Robert Parker, Chief of Police
Sandra Gibson, Director of Finance
Andrea Gardner, City Manager

PUBLIC HEARINGS / ACTION

1. **Planning and Zoning Case Z. 20-05:** Conduct a Public Hearing, discuss and consider action on a request for a zoning change from Local Business (LB) to General Business (GB) to develop the property for retail sales and a mobile food vendor court at 5620 Watauga Road, commonly known as 6200 Pine Street being Lot 7R, Block 12 of the Watauga Addition, located on the south side of Watauga Road east of Denton Highway and west of Plum Street. Mr. Land LLC, owner/applicant.
Randy Richards, Building Official
Paul Hackleman, Director of Public Works
Andrea Gardner, City Manager
2. **Planning and Zoning Case Z. 20-04:** Conduct a Public Hearing, discuss and consider action on two ordinances, the first being an Ordinance by the City Council of the City of Watauga, Texas approving a future land use map amendment affecting 4.8666 acres out of the Mansel W. Wilmeth Survey, Abstract No. 1621 located in Huffman Addition, Lots 1, 2 and 3, Block 1 addressed as 5900 Bursey Road, and changing the future land use map from Local Office/Retail/Commercial to Medium Density Residential; providing for repeal; providing for severability; providing a penalty; providing an effective date; and containing other provisions related to the subject. This ordinance is to be considered with a recommendation of approval by the Planning and Zoning Commission. The second being an Ordinance by the City Council of the City of Watauga, Texas changing the zoning classification of Lots 1, 2 and 3, Block 1, in the Huffman Addition, addressed as 5900 Bursey Road, from single family (SF-6) to planned development (PD) "Bursey Road Townhomes"; describing said land; regulating and restricting the development and use of property within such planned development (PD) district; amending the Zoning District Map of the City; providing for repeal; providing for severability; providing a penalty; providing an effective date; and containing other provisions relating to the subject. This ordinance is to be considered with a recommendation of approval by the Planning and Zoning Commission. The subject property is currently zoned (SF-6) Single Family and is located on the south side of Bursey Road, east of Whitley Road and west of Indian

Springs Road. The Planned Development (PD) proposes the property be subdivided into 61 lots for use to construct single family residential townhomes. Clarence Huffman, owner. David Washington Jr., applicant/agent.

Randy Richards, Building Official

Paul Hackleman, Director of Public Works

Andrea Gardner, City Manager

ACTION ITEMS

1. Discuss and consider action on an ordinance by the City Council of the City of Watauga, Texas amending Sections 32-19 and 32-21 of Chapter 32, article II of the Code of Ordinances of the City of Watauga, Texas; adding a definition and adding use of transfer station for bulk waste disposal; amending the franchise agreement between the City and its service provider, Progressive Waste Solutions of Texas, Inc. dba WC of Texas providing for severability; establishing a penalty; and providing an effective date.

Sandra Gibson, Director of Finance

Andrea Gardner, City Manager

2. Discuss and consider an Ordinance by the City Council of the City of Watauga, Texas amending Section 42-83 of Chapter 42 of the City's Code of Ordinances to provide qualified residential customers of the Watauga water and wastewater system with deposit refunds upon written request; providing for repeal; providing for severability; and providing an effective date.

Sandra Gibson, Director of Finance

Andrea Gardner, City Manager

3. Discuss and consider action to approve a memorandum of understanding between the City of Watauga and the Institute to Combat Trafficking for the purpose of combating human trafficking in NE Tarrant County

Robert Parker, Chief of Police

Andrea Gardner, City Manager

4. Discuss and consider action on an Enterprise Agreement with Microsoft Corporation and a purchase of software from Software House International (SHI) Government Solutions from DIR-TSO-4092 State Contract which satisfies all bidding requirements.

Bradley Fraley, Chief Information Officer

Andrea Gardner, City Manager

5. Discussion and action on approval to authorize the City of Watauga to enter into a Construction Contract with S.A.I. Construction, Inc. in the amount of \$2,963,722.00 for the construction of Whitley Road 3, Paving Drainage and Water improvements and Bowie Street pursuant to Bid #20-002 and authorize the City Manager to execute all documents necessary to the contract

Paul Hackleman, Director of Public Works

Andrea Gardner, City Manager

6. Discussion and action on approval to authorize the City of Watauga to enter into a Construction Contract for the base and alternate bids with Precision Construction Group, LLC. in the amount of \$933,660 for the renovation of the existing Fire Station and four (4) alternate bids based on conditional funding pursuant to Bid # 21-002.
Paul Hackleman, Director of Public Works
Shawn Fannan, Fire Chief
Andrea Gardner, City Manager
7. 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
8. Discuss and provide direction to the City Secretary regarding the creation of an ordinance to call a special election on May 1, 2021 for voters to consider 1/4 of a cent sales tax for either general revenue or increasing crime control from a 1/2 to 3/4 of a cent
Andrea Gardner, City Manager
9. Discuss and consider adoption of an Ordinance by the City Council of the City of Watauga, Texas amending chapter 2, article iii "boards and commissions" of the Code of Ordinances of the City of Watauga, Texas; adopting a new division 7, sections 2-131 through 2-140, creating the Parks Advisory Board; establishing powers and duties; providing for its composition; appointment and removal of members; providing for new members; providing for conflicts of interest; providing for liaisons, providing for officers; providing for compensation of its members, fundraising activities and expenditures; providing for meetings; providing for assistance by staff; providing for severability; and providing an effective date
Shawn Fannan, Fire Chief
Andrea Gardner, City Manager
10. Discuss and consider action on WEDC Board appointments
Andrea Gardner, City Manager

EXECUTIVE SESSION The City Council will recess regular session and convene into executive session pursuant to Texas Government Code Chapter 551 which allows for the following:

1. Section 551.071 to seek legal advice from the City Attorney regarding the application of the Watauga Code of Ordinances and Texas law to the rezoning application seeking Planned Development at 5900 Bursey Road (Public Hearing/Action Item 2)

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

ITEMS FOR FUTURE CITY COUNCIL MEETINGS

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, January 8, 2021, before 5:00 p.m., in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in blue ink that reads "Andrea Gardner". The signature is fluid and cursive, with the first name "Andrea" and last name "Gardner" clearly legible.



AGENDA MEMORANDUM

DATE: December 14, 2020

TO: Honorable City Council Members

FROM: Marcia Reyna, Human Resources and Civil Service Director

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consider action approving a resolution revising the City Observed Holiday Schedule for the 2021 Calendar Year; providing for repeal; providing for severability; providing an effective date

BACKGROUND/INFORMATION:

The City Council of the City of Watauga approved the 2021 City Observed Holidays on September 14, 2020. New Year's Day, January 1, 2022 falls on a Saturday. City policy states that holidays occurring on a Saturday will be observed the preceding Friday. Hence, a revision is being made to the 2021 Observed City Holidays to include December 31, 2021 in observance of New Year's Day, January 1, 2022.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

It is respectfully requested that the City Council approve the resolution revising the City Observed Holiday Schedule for the 2021 Calendar Year.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. City Holiday Resolution 2021 Revision

REVIEWED BY:

Karrie Marling, Legal
George Hyde, Legal
Andrea Gardner, City Manager

Approved - 12/16/2020
Approved - 1/6/2021
Final Approval - 1/6/2021

Approved as to form for inclusion on Agenda

CITY OF WATAUGA, TEXAS
RESOLUTION NO. 2021-002

A RESOLUTION BY THE CITY COUNCIL OF THE
CITY OF WATAUGA, TEXAS FOR THE PURPOSE OF
SETTING THE 2021 CITY OBSERVED HOLIDAYS;
PROVIDING FOR REPEAL; PROVIDING FOR
SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Watauga feels that it is in the best interest of the City of Watauga to establish a City Observed Holiday schedule, for the period of January 1, 2021 through December 31, 2021 as far in advance as possible.

WHEREAS, the City Council of the City of Watauga approved the 2021 City Observed Holidays on September 14, 2020.

WHEREAS, New Year's Day, January 1, 2022 falls on a Saturday and City policy states that holidays occurring on a Saturday will be observed the preceding Friday.

WHEREAS, the 2021 City Observed Holidays, Resolution 2020-045, will be amended to include December 31, 2021 in observance of New Year's Day, January 1, 2022.

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

I.

City Observed Holidays for the period of January 1, 2021 through December 31, 2021, shall be observed on the following dates:

Holiday	Day and Date
New Year's Day (2021)	Friday, January 1, 2021
President's Day	Monday, February 15, 2021
Good Friday	Friday, April 2, 2021
Memorial Day	Monday, May 31, 2021
Independence Day (Observed)	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021
Thanksgiving Day	Thursday, November 25, 2021
Day After Thanksgiving	Friday, November 26, 2021
Christmas Eve (Observed)	Thursday, December 23, 2021
Christmas Day (Observed)	Friday, December 24, 2021
New Year's Day (2022) (Observed)	Friday, December 31, 2021
Personal Day	Must be used between January 1, 2021 - December 17, 2021

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 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.

III.

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

IV.

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

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas, on this the ____ day of _____, 2021.

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: December 17, 2020

TO: Honorable City Council Members

FROM: Raquel Guajardo, Deputy City Secretary

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consider action on the meeting minutes of the December 14, 2020 Council Workshop, December 14, 2020 Regular Council Meeting, December 15, 2020 Watauga Economic Development Corporation Meeting (to document quorum of Council at meeting) and the January 4, 2021 Special City Council Meeting

BACKGROUND/INFORMATION:

December 2020 and January 4, 2021 meeting minutes are attached for review and action.

FINANCIAL IMPLICATIONS:

None.

RECOMMENDATION/ACTION DESIRED:

Staff respectfully recommends the City Council approve the meeting minutes as presented.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Council Workshop Edited DRAFT 12.14.2020
2. Regular Council Meeting Edited DRAFT 12.14.2020
3. Council Quorum at WEDC Meeting Edited DRAFT 12.15.2020
4. 01042021 DRAFT Special Council Meeting Minutes Edited

REVIEWED BY:

Andrea Gardner, City Manager

George Hyde, Legal

Andrea Gardner, City Manager

Approved as to form for inclusion on Agenda

Approved - 1/7/2021

Approved - 1/7/2021

Final Approval - 1/7/2021

**MINUTES
WATAUGA CITY COUNCIL
WORKSHOP MEETING
VIDEOCONFERENCE
MONDAY, DECEMBER 14, 2020
5:30 P.M.**

CALL TO ORDER

The Workshop Meeting of the City Council was called to order at 5:31 p.m.

ROLL CALL

The City Council of the City of Watauga, Texas convened by videoconference with the following members present:

Mayor, Art Miner
Mayor Pro Tem/ Council Member Place 2, Tom Snyder
Council Member Place 1, Danielle Tucker (Absent Without Notice – Oath Not Taken)
Council Member Place 3, Lovie Downey
Council Member Place 4, Andrew Neal
Council Member Place 5, Juanita King
Council Member Place 6, Mark Taylor
Council Member Place 7, Jan Hill

and

Andrea Gardner, City Manager/ City Secretary
Lana Ewell, Director of Library Services
George Hyde, City Attorney

PRESENTATIONS

1. **Presentation and discussion on the Watauga Library's participation/membership in MetrOPAC (an association of seven area libraries centered around Fort Worth)**

Ms. Ewell presented the item to Council and stated that the Founding Cities (Haltom City, Keller, Richland Hills, Burleson, and Benbrook) decided to leave MetrOPac in November 2020; with the remaining libraries extending their contract through September 2021. The majority want to continue as a consortium and if the five (5) libraries desire to move to a new group, a decision must be made regarding the ILS grant which has a max fund of \$75,000 to be received over a total of three (3) consecutive years. Ms. Ewell also reported that she is looking at an open-source system if Watauga decides to sign with a new group.

Council Member Taylor asked if there would be a cost saving measure and what would be gained by Watauga signing with a new group. Ms. Ewell responded that Watauga would not have access to the volume of materials Fort Worth offers but feels a better system and more options would be available.

Council Member Neal inquired how the group would be set up so one library does not assume a dominate role and if there would be any impact to current digital materials. Ms. Ewell responded that all cities would have equal representation, does not believe there would be an impact to digital materials, explained how the "overdrive" system operated and confirmed the system is cloud based.

Council Member Downey asked if adequate materials would be available to cover what would be lost due to leaving. Ms. Ewell responded that there will not be enough materials, however, citizens have the option to purchase a non-resident card from the Fort Worth Library System and to utilize the loan program.

ADJOURNMENT

Mayor Miner adjourned the meeting at 5:50 p.m.

APPROVED: _____ this day of , 2021

SIGNED: _____ this day of , 2021

APPROVED:

Arthur L. Miner, Mayor

ATTEST:

Andrea Gardner, City Secretary

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

**MINUTES
WATAUGA CITY COUNCIL
REGULAR MEETING
VIDEOCONFERENCE
MONDAY, DECEMBER 14, 2020
6:30 PM**

CALL TO ORDER

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

ROLL CALL

The City Council of the City of Watauga, Texas convened by videoconference with the following members present:

Mayor, Art Miner
Mayor Pro Tem/ Council Member Place 2, Tom Snyder
Council Member Place 1, Danielle Tucker (Absent Without Notice – Oath Not Taken)
Council Member Place 3, Lovie Downey
Council Member Place 4, Andrew Neal
Council Member Place 5, Juanita King
Council Member Place 6, Mark Taylor
Council Member Place 7, Jan Hill

and

Andrea Gardner, City Manager/ City Secretary
Lana Ewell, Director of Library Services
Marcia Reyna, Human Resources and Civil Service Director
Paul Hackleman, Director of Public Works
Sandra Gibson, Director of Finance
Brad Fraley, Chief Information Officer
George Hyde, City Attorney

ANNOUNCEMENTS

Council Member Taylor wished all a Merry Christmas and Happy New Year.

Mayor Miner stated that the vehicle approved for purchase during the Special Meeting held November 23, 2020, has been received and that the Fire Department is hosting a drive thru Donuts with Santa event on December 19, 2020 at 8:00 a.m.

PUBLIC COMMENT

Mayor Miner called for Public Comment. Request to Speak forms were not received.

PUBLIC TESTIMONY FOR ACTION ITEMS

Mayor Miner called for Public Testimony. Request to Speak forms were not received.

CONSENT AGENDA

Mayor Miner read through the following consent agenda items:

- 1. Consider action on the meeting minutes of the November 3, 2020 Tony's Pizza Social Function; November 6, 2020 Heart of North Texas Conference; November 9, 2020 Council workshop; November 9, 2020 Regular Council Meeting; November 12, 2020 Special Council Meeting; November 17, 2020 Special City Council Meeting; and November 23, 2020 Special Council Meeting.**

Mayor Miner presented the following corrections to the following minutes:

- November 9, 2020 Council Workshop:
Change heading from Special Meeting to *Council Workshop*
 - November 9, 2020 Regular Council Meeting:
Change attendance of Mayor Pro Tem Snyder from Present to *Absent with Notice*.
- 2. Consider action to approve the Monthly Financial Report for the period ending October 31, 2020**
 - 3. Consider action to approve the revised Watauga Public Library Circulation Policy.**
 - 4. Consider action on a resolution to adopt a Legislative Policy for the City of Watauga**
 - 5. Consider action on a resolution by the City Council of the City of Watauga, Texas pursuant to Texas Local Government Code § 52.004 requiring that the City of Watauga, Texas designate an official newspaper for fiscal year 2020-2021; 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**
 - 6. Consideration of Voting Member and Alternate Member reappointment to the City of Fort Worth Water and Wastewater Wholesale Customer Advisory Committee**
 - 7. Consider action to adopt a Resolution by the City Council of the City of Watauga, Texas approving the purchase of two 2020 Ford F-150 Trucks from Silsbee Ford, providing for repeal; providing for severability; providing an effective date**
 - 8. Consider action on a resolution by the City Council of the City of Watauga, Texas declaring two 2008 Ford F-150 trucks as surplus property belonging to the City of Watauga; and authorizing disposal of the surplus property; providing that all resolutions are hereby repealed to the extent that they are in conflict; providing a savings clause, providing an effective date**

9. **Consider action authorizing a WEDC expenditure pursuant to Section 501.073(a) of the Texas Local Government Code to purchase Blu Dot technology software for business retention support**
10. **Consider action to ratify the November 23, 2020 approval of the purchase agreement with Lake Country Chevrolet with using "TIPS "cooperative procurement replacing "Goodbuy" as originally listed.**

Mayor Miner requested Council to present changes to the Consent Agenda. Council did not request any changes.

Council Member Hill made a motion to approve the Consent Agenda as presented. Motion seconded by Mayor Pro Tem Snyder. As there was no additional discussion, Mayor Miner called for the Council to vote. Motion passed 6-0-0-1.

Ayes: Snyder, Downey, Neal, King, Taylor, Hill
Nays: None
Abstain: None
Absent: Tucker

PUBLIC HEARINGS/ACTION

1. **Public Hearing, discussion and possible action on the Municipal Storm Drain Utility System Review**

Ms. Gibson introduced the item to Council and stated that a review is required by ordinance every three (3) years with the last public hearing held in 2017. She further stated that funding may be needed in the future but it's currently pay as you go for those current projects.

Mayor Miner opened the Public Hearing at 6:43 p.m.

Mayor Miner called for Public Comment. Request to Speak forms were not received.

Mayor Miner closed the Public Hearing at 6:44 p.m.

Council Member Taylor made a motion to approve the Storm Drain Utility Review. Motion seconded by Council Member Downey. As there was no additional discussion, Mayor Miner called for the Council to vote. Motion passed 6-0-0-1.

Ayes: Snyder, Downey, Neal, King, Taylor, Hill
Nays: None
Abstain: None
Absent: Tucker

ACTION ITEMS

1. **Discuss and consider action on the purchase of PC Workstation/Laptop replacements from Dell, Inc. and CDW Government utilizing State contract DIR-TSO-3763 which satisfies all bid requirements**

Mr. Fraley presented the item to Council and stated two (2) PC's were added if extra are needed due to failure of equipment or growth.

As there were no questions from Council, Mayor Miner called for a motion.

Mayor Pro Tem Snyder made a motion to approve the item as presented. Motion seconded by Council Member Downey. As there was no additional discussion, Mayor Miner called for the Council to vote. Motion passed 6-0-0-1.

Ayes: Snyder, Downey, Neal, King, Taylor, Hill

Nays: None

Abstain: None

Absent: Tucker

2. Discuss and consider action on WEDC Board appointments

Ms. Gardner gave a brief overview of the item to Council.

Mayor Miner thanked Council Member Downey and Council Member Taylor for their assistance conducting interviews.

Mayor Miner recommended appointment of Ms. Lissa Seija to the unexpired term for Place 7, through August 31, 2021.

Council Member Hill made a motion to accept the appointment as presented. Motion seconded by Council Member King. As there was no additional discussion Mayor Miner called for the Council to vote. Motion passed 6-0-0-1.

Ayes: Snyder, Downey, Neal, King, Taylor, Hill

Nays: None

Abstain: None

Absent: Tucker

3. Discuss and consider action approving the creation a Citizen's Focus Group for the purpose of engagement between City Administration and the general public

Ms. Gardner presented the item to Council stating that meetings will be closed and will have maximum of (12) citizens.

Mayor Pro Tem Snyder made a motion to accept the item as presented. Motion seconded by Council Member Downey. As there was no additional discussion Mayor Miner called for the Council to vote. Motion passed 6-0-0-1.

Ayes: Snyder, Downey, Neal, King, Taylor, Hill

Nays: None

Abstain: None

Absent: Tucker

ITEMS FOR FUTURE CITY COUNCIL MEETINGS

Council Member Taylor requested the creation and establishment of a Parks Advisory Board.

ADJOURNMENT

Mayor Miner stated that future meetings are likely to be held virtually.

Mayor Miner adjourned the meeting at 7:02 p.m.

APPROVED: _____ this _____ day of _____, 2021

SIGNED: _____ this _____ day of _____, 2021

APPROVED:

Arthur L. Miner, Mayor

ATTEST:

Andrea Gardner, City Secretary

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

**MINUTES
WATAUGA CITY COUNCIL
WATAUGA ECONOMIC DEVELOPMENT CORPORATION
VIDEOCONFERENCE MEETING
TUESDAY, DECEMBER 15, 2020
6:00 PM**

The following members of the Watauga City Council attended the Watauga Economic Development Corporation meeting held via videoconference on December 15, 2020:

Arthur Miner	Mayor (also serves as President of the WEDC Board)
Lovie Downey	Council Member, Place 3
Juanita King	Council Member, Place 5
Mark Taylor	Council Member, Place 6
Jan Hill	Council Member, Place 7 (also serves as a Director on the WEDC Board)

and

Andrea Gardner	City Manager/City Secretary
Marcia Reyna	Director of Human Resources & Civil Service
Sandra Gibson	Director of Finance

There was discussion by the Board Members (including those Board Members that also serve on the Watauga City Council) present but no Council action was taken on any of the following items:

REPORTS FROM STAFF

- 1. Executive Director's Report on economic development projects to include the branding signs project, poster sign project and splashpad project**
- 2. Monthly Financial Report for the period ending October 31, 2020**

APPROVAL OF MINUTES

- 1. Discuss and consider action to approve the meeting minutes for the 2020 Heart of North Texas Conference held on November 6, 2020 and the WEDC Regular Meeting held November 17, 2020.**

NEW BUSINESS

- 1. Discuss and consider action to recommend a succession plan for future staffing needs of the Watauga Economic Development Corporation to be included and presented "as a department" in the City's Succession Plan**
- 2. Discuss and provide direction to the Executive Director regarding the marketing campaign for the WEDC to include the development/use of a website and social media**

3. **Discuss and consider action on a resolution approving a line item transfer in accordance with Section 4.04 of the July 2020 approved WEDC Bylaws**

ADJOURNMENT

The meeting of the Watauga Economic Development Corporation was adjourned at 6:33 p.m.

APPROVED: this the _____ day of _____, 2021

SIGNED: this the _____ day of _____, 2021

APPROVED:

Arthur L. Miner, Mayor

ATTEST:

Andrea Gardner, City Secretary

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

MINUTES
WATAUGA CITY COUNCIL
SPECIAL MEETING MONDAY, JANUARY 4, 2021
VIDEOCONFERENCE
6:00 PM

CALL TO ORDER

The Special Meeting of the City Council held by videoconference was called to order at 6:09 p.m.

Mayor Miner announced the meeting is a Joint Meeting between the City Council and WEDC and that the live stream of the video will appear on the City Council Meeting and upon conclusion of the meeting the video will be available on both meetings.

ROLL CALL

Mayor, Art Miner

Mayor Pro Tem/ Council Member Place 2, Tom Snyder

Council Member Place 1, Danielle Tucker (Absent without Notice – Oath not taken)

Council Member Place 3, Lovie Downey

Council Member Place 4, Andrew Neal

Council Member Place 5, Juanita King (Absent with Notice)

Council Member Place 6, Mark Taylor

Council Member Place 7, Jan Hill

and

Andrea Gardner, City Manager/ City Secretary

George Hyde, City Attorney

Bradley Fraley, Chief Information Officer/ PIO

PUBLIC COMMENT

Mayor Miner called for Public Comment. Request to Speak forms were not received and no individuals desiring to provide public comment were present on the videoconference.

PUBLIC TESTIMONY FOR ACTION ITEMS

Mayor Miner called for Public Testimony. Request to Speak forms were not received and no individuals desiring to provide public testimony were present on the videoconference.

ACTION ITEMS

1. **Discuss and consider action to authorize the City Manager to execute an agreement with The Texas A&M Engineering Extension Service for economic development training for leaders, elected and appointed officials**

Andrea Gardner provided an overview of the item to Council and stated that City staff recommended approval.

Mayor Miner called for questions from the City Council.

Council Member Taylor asked the City Attorney which entity should act first since the meeting is a Joint Meeting with the WEDC. The City Attorney replied that Council acts first to authorize the expenditure of the Corporation and then the WEDC will take action to approve the agreement and authorize the expenditure.

Mayor Miner sought further clarification from the City Attorney. The City Attorney provided the clarification and the City Manager explained that the agreement will be revised to include the City as a party.

Council Member Taylor made a motion to authorize the expenditure of the City and WEDC and authorize the contract to be executed for the mandatory training for City Council, WEDC Board and Planning & Zoning Commissioners.

Mayor Pro Tem Snyder seconded the motion made by Council Member Taylor.

Mayor Miner called for the Council to vote by show of right hand to approve the motion as presented.

Place 2/Mayor Pro Tem, Tom Snyder	Yes
Place 3, Lovie Downey	Yes
Place 4, Andrew Neal	Yes
Place 6, Mark Taylor	Yes
Place 7, Jan Hill	Yes

Motion carried 5-0-0-2.

Ayes: Snyder, Downey, Neal, Taylor, Hill

Nays: None

Abstain: None

Absent: Tucker and King

2. Consider action to approve a WEDC expenditure to contract with Lift Creations for the development and maintenance of the Watauga EDC website

Andrea Gardner provided an overview of the item to Council and stated that the WEDC Board directed her to move forward with a contract between the WEDC and Lift Creations during the December 2020 WEDC Meeting and City staff recommended approval.

Mayor Miner called for questions from the City Council.

Council Member Taylor sought clarification from Ms. Gardner regarding the cost. The clarification was provided that the \$7,500 fee would be charged one time unless a redesign was requested. The \$250 maintenance fee will be monthly.

With there being no further questions from the Council, Mayor Miner called for a motion.

Council Member Taylor made a motion to authorize the expenditure with Lift Creations for

the development and maintenance of the WEDC website. Motion seconded by Council Member Hill.

Mayor Miner called for additional discussion with Council Member Neal inquiring about the volume of updates and analytics availability. Ms. Gardner addressed the question with no limits were placed on updates and analytics will be provided.

As there was no further discussion, Mayor Miner called for the Council to vote by show of right hand.

Place 2/Mayor Pro Tem, Tom Snyder	Yes
Place 3, Lovie Downey	Yes
Place 4, Andrew Neal	Yes
Place 6, Mark Taylor	Yes
Place 7, Jan Hill	Yes

Motion carried 5-0-0-2.

Ayes: Snyder, Downey, Neal, Taylor, Hill

Nays: None

Abstain: None

Absent: Tucker and King

3. Discuss and Consider action to direct the selection of and authorize the City Manager to cast the City's 2021/2022 Texas Coalition for Affordable Power (TCAP) Board Ballot

Mayor Miner stated the item is for Council discussion and action only. The Mayor also stated he provided his recommendations to the City Council.

Mayor Miner called for questions from the City Council.

Hearing no questions, the Mayor called for a motion.

Mayor Pro Tem Snyder made a motion to approve the item as presented.

Council Member Downey seconded the motion. The Mayor called for a vote by show of right hand.

Place 2/Mayor Pro Tem, Tom Snyder	Yes
Place 3, Lovie Downey	Yes
Place 4, Andrew Neal	Yes
Place 6, Mark Taylor	Yes
Place 7, Jan Hill	Yes

Motion carried 5-0-0-2.

Ayes: Snyder, Downey, Neal, Taylor, Hill

Nays: None

Abstain: None

Absent: Tucker and King

EXECUTIVE SESSION / MEETING

Mayor Miner recessed the Special Council meeting at 6:42 p.m. after announcing to viewers that the WEDC Board Members would be participating in a Joint Executive Session with the City Council for Executive Session Items 1 and 2 only. The WEDC Board would then return to Open Session to conclude the WEDC Special Meeting.

The City Council will recess regular session and convene into executive session pursuant to Texas Government Code Chapter 551 which allows for the following:

1. § 551.071 and § 551.087 Deliberate upon and consult with the City Attorney on economic development negotiations for Smiley Transportation.
2. § 551.071 to deliberate upon and consult with the City Attorney regarding harassment protections afforded to those serving the city.
3. § 551.071 Deliberate upon and consult with the City Attorney on upcoming election matters for the May 2021 General Election and related City Charter provisions.
4. § 551.071 and § 551.072 to deliberate, seek legal advice and direct staff regarding the conveyance of real property located at 6050 Browning Blvd. Haltom City, TX 76148.
5. § 551.071 deliberate upon, seek legal advice from the City Attorney and direct staff regarding sales tax allocation related to property located at Bursey Road and Rufe Snow Drive, North Richland Hills, TX.

RECONVENE

Mayor Miner reconvened the Regular Council meeting at 8:43 p.m.

ITEMS OF EXECUTIVE SESSION DELIBERATION

1. **Discuss and Consider action on a resolution designating City representatives to manage and address harassment in the workplace complaint by appointed officials, and board and committee members of the city. (EXECUTIVE SESSION ITEM 2)**

Mayor Miner called for a motion.

Council Member Neal made a motion to approve the resolution as presented.

Council Member Hill seconded the motion. The Mayor called for a vote by show of right hand.

Place 2/Mayor Pro Tem, Tom Snyder	Yes
Place 3, Lovie Downey	Yes
Place 4, Andrew Neal	Yes
Place 6, Mark Taylor	Yes
Place 7, Jan Hill	Yes

Motion carried 5-0-0-2.

Ayes: Snyder, Downey, Neal, Taylor, Hill
Nays: None
Abstain: None
Absent: Tucker and King

The Mayor then recalled Item 3 from the Executive Session Agenda:

2. § 551.071 Deliberate upon and consult with the City Attorney on upcoming election matters for the May 2021 General Election and related City Charter provisions. (EXECUTIVE SESSION ITEM 3)

Mayor Miner recommended a resolution to consider having two regular meetings monthly.

Mayor Pro Tem Snyder made a motion to approve the resolution as presented. Council Member Hill seconded the motion.

Mayor called for a vote by a show of right hand.

Place 2/Mayor Pro Tem, Tom Snyder	Yes
Place 3, Lovie Downey	Yes
Place 4, Andrew Neal	Yes
Place 6, Mark Taylor	Yes
Place 7, Jan Hill	Yes

Motion carried 5-0-0-2.

Ayes: Snyder, Downey, Neal, Taylor, Hill
Nays: None
Abstain: None
Absent: Tucker and King

ADJOURNMENT

Mayor Miner adjourned the videoconference at 8:47 p.m.

APPROVED: this day of , 2021

SIGNED: this day of , 2021

APPROVED:

Arthur L. Miner, Mayor

ATTEST:

Andrea Gardner, City Secretary

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



AGENDA MEMORANDUM

DATE: December 17, 2020

TO: Honorable City Council Members

FROM: Raquel Guajardo, Deputy City Secretary

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consideration action to approve the continuation of a Massage Establishment Permit for Niu Niu Foot Spa and RR Massage for Calendar Year 2021 as required by Chapter 22, Article VI, Division 2, Section 22-252 of the City of Watauga Code of Ordinances.

BACKGROUND/INFORMATION:

Section 22-252 (b) of the City of Watauga Code of Ordinances requires the following:

"Said application shall then be placed on the agenda for consideration by the city council at the next available council meeting. If approved, it shall be necessary for said application to be renewed by the applicant and approved by the council every 12 months, and failure to make application and/or secure council approval at the end of each 12-month period shall act as an automatic revocation of the applicant's right to operate a massage establishment within the city beyond the 12 months for which approval was obtained."

City staff sent written notification to each massage establishment December 3, 2020, as a reminder of the ordinance requirement.

Niu Niu Foot Spa located at 6801 Rufe Snow Drive, Suite 404 and RR Massage located at 6600 Denton Hwy, Suite 126; are seeking approval for the continuation of their massage license for calendar year 2021 as required by Section 22-252 of the Watauga Code of Ordinances. Establishments have current licenses and have paid the required fee.

FINANCIAL IMPLICATIONS:

No fiscal implications to report.

RECOMMENDATION/ACTION DESIRED:

Respectfully recommend the Council review and take action to approve the permit renewal as requested by the establishments.



AGENDA MEMORANDUM

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Niu Niu Foot Spa Renewal 2021
2. RR Massage Renewal 2021

REVIEWED BY:

Andrea Gardner, City Manager

Final Approval - 1/7/2021

Approved as to form for inclusion on Agenda



AGENDA MEMORANDUM

DATE: December 30, 2020

TO: Honorable City Council Members

FROM: Sandra Gibson, Director of Finance

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consider action to approve the Monthly Financial Report for the period ending November, 30, 2020.

BACKGROUND/INFORMATION:

The monthly financial report for the period ending November 30, 2020 is attached for Council review and approval.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

Recommend approval of the Monthly Financial Report for the period ending November 30, 2020.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Council Report - November 2020 to Council 1-13-2021

REVIEWED BY:

Sandra Gibson, Director of Finance

Andrea Gardner, City Manager

Approved as to form for inclusion on Agenda

Approved - 1/5/2021

Final Approval - 1/6/2021



Monthly Financial Report Fiscal 2020-2021 For the period ending November 30, 2020

Sales Tax

The City's sales tax receipts from the State Comptroller received in the month of December 2020 (reflecting October 2020 sales receipts) increased by 3.74%, or \$13,569.88 from the same time last year. This amount includes prior period adjustments, future period adjustments and audit collections. The Crime Control Prevention District's sales tax received increased by 3.64% or \$4,350.10.

A comparison of October 2020 sales tax receipts for Watauga and surrounding cities are shown below:

SALES TAX RECEIPTS COMPARISONS OCTOBER 2019 vs. OCTOBER 2020 RECEIVED FROM COMPTROLLER - DECEMBER FISCAL YEAR 2020-2021

Sales Tax Receipts for the Month:					
City	OCTOBER 2020 Sales	OCTOBER 2019 Sales	\$ Change	% Change	
Roanoke	\$ 1,998,989.11	\$ 1,639,229.03	\$ 359,760.08	21.95%	
Richland Hills	\$ 471,851.30	\$ 432,037.59	\$ 39,813.71	9.22%	
Keller	\$ 1,016,888.49	\$ 956,604.92	\$ 60,283.57	6.30%	
Haltom City	\$ 1,103,293.12	\$ 1,058,098.58	\$ 45,194.54	4.27%	
N. Richland Hills	\$ 1,369,719.05	\$ 1,316,903.11	\$ 52,815.94	4.01%	
Watauga	\$ 376,344.03	\$ 362,774.15	\$ 13,569.88	3.74%	
Southlake	\$ 2,452,030.46	\$ 2,412,518.47	\$ 39,511.99	1.64%	
Colleyville	\$ 496,784.68	\$ 490,253.16	\$ 6,531.52	1.33%	
Euless	\$ 1,536,390.70	\$ 1,544,893.14	\$ (8,502.44)	-0.55%	
Fort Worth	\$ 13,723,846.74	\$ 13,952,143.95	\$ (228,297.21)	-1.64%	
Saginaw	\$ 463,235.18	\$ 485,680.24	\$ (22,445.06)	-4.62%	
Bedford	\$ 948,099.02	\$ 995,085.08	\$ (46,986.06)	-4.72%	
Hurst	\$ 1,185,239.95	\$ 1,309,765.92	\$ (124,525.97)	-9.51%	
Grapevine	\$ 3,032,185.05	\$ 3,816,471.55	\$ (784,286.50)	-20.55%	

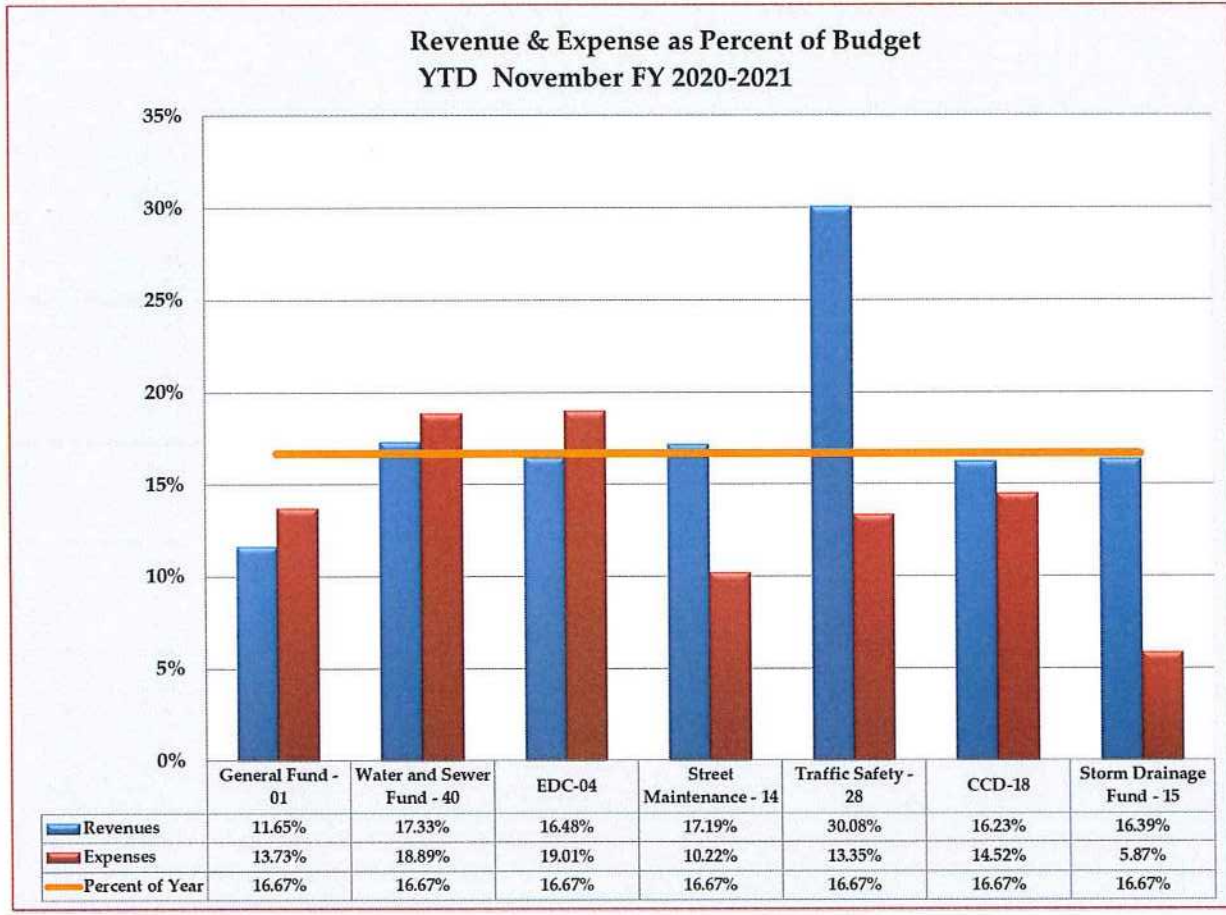
Source: State Comptroller

City Collections only - not Special Purpose Districts or Transit

The City will receive the distribution for November 2020 sales tax receipts on January 14, 2021.

Financial Highlights

The City is 16.7% through the fiscal year 2020-2021. Revenue and expenses are reflected in the chart below and details of each fund's revenues and expenditures are attached. Also attached is a Departmental Consolidated Budget Report that shows expenditures for departments across all funds. For example, the Police Department budget and expenditures are combined for the three funds in which expenditures are reported (General Fund, Crime Control, and Traffic Safety fund). The Consolidated Departmental Budget Report does not include capital outlay or debt service expenditures.



General Fund

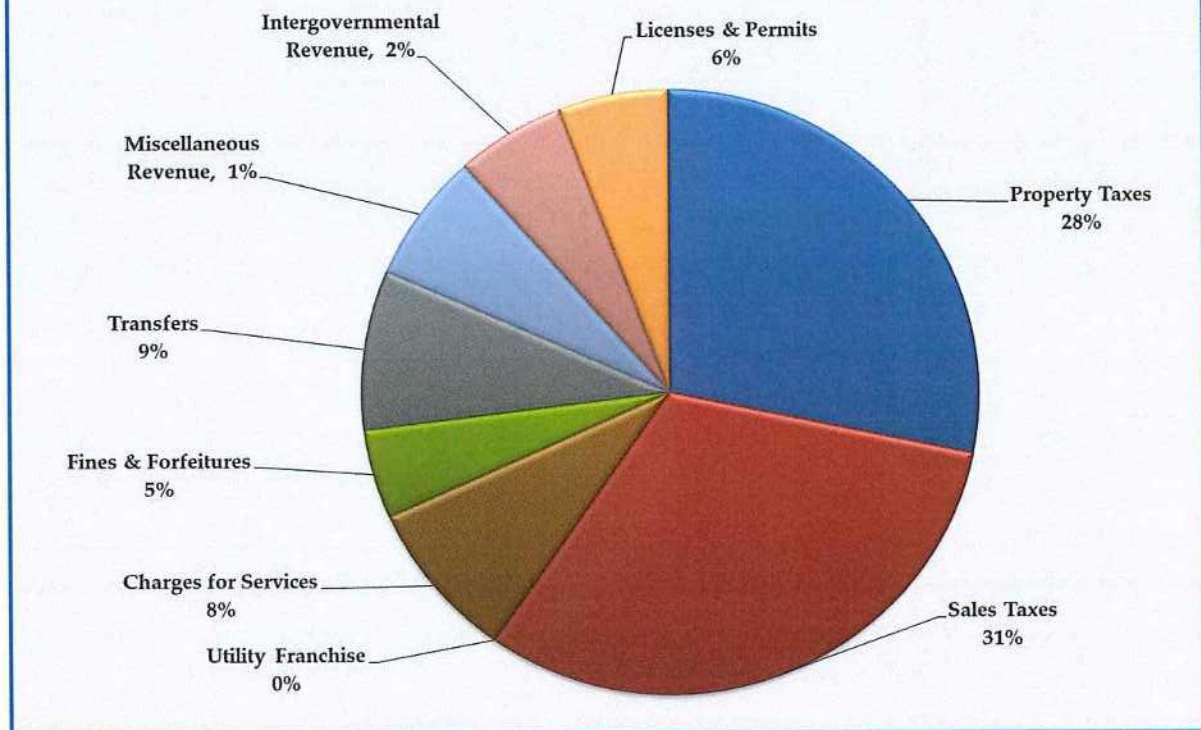
Revenues – Year-to-date revenues represent 11.6% of budget collected, or \$1,558,755.

Property Tax – As of November 30, 2020, the City has received 7% of budgeted property taxes. 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 only a few receipts for budgeted franchise fee revenues through November 2020. First quarter receipts are usually received in February.

General Fund Revenue by Source
YTD November - FY 2020-2021

YTD : \$1,558,755



Licenses and Permits - License and permit fees are at 17% of budget collected; an increase of \$13,047 over prior year.

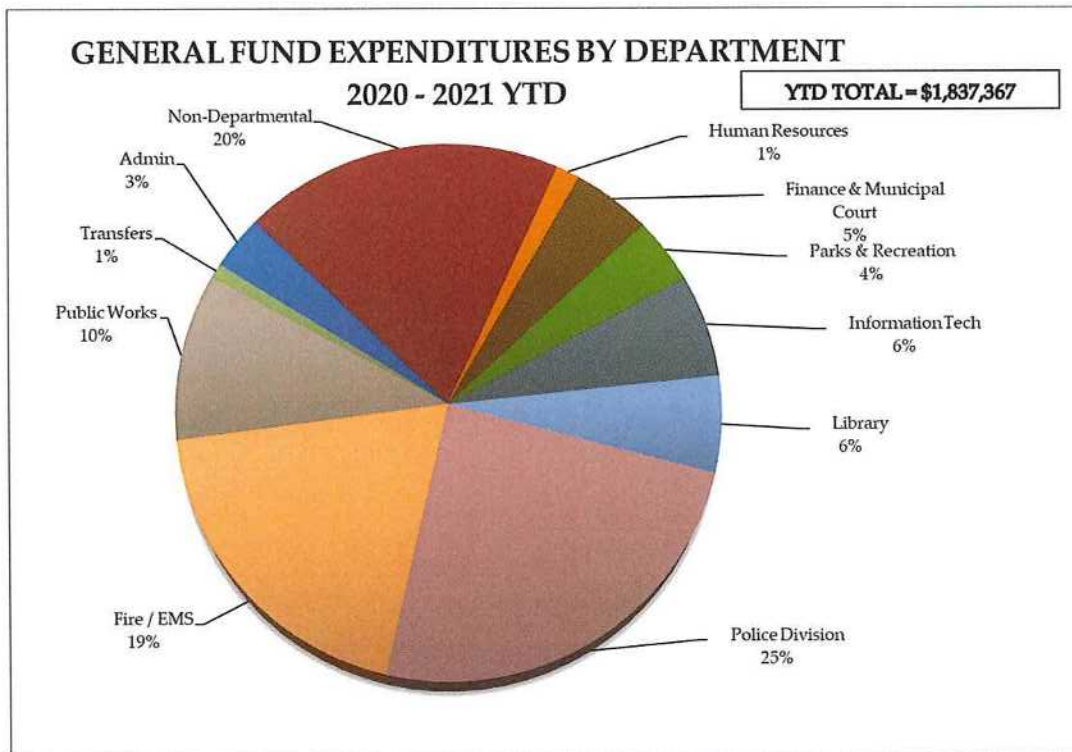
Charges for Services - Charges for Services revenues are at 18% of budget collected. Charges for services include recreation fees, ambulance services, garbage collection fees and animal adoption fees. Through the month of November, this revenue category is up \$17,507 or 15% in comparison to the same period of prior year.

Fines and Forfeitures - Fines and Forfeitures are at 14.3% of budget which is \$23,676 or 24.2% lower than last year's collections. Due to the pandemic and impact on court operations, court collections are expected to remain lower than last year. Adjudication of cases will move at a slower pace due to the limitations of cases that can be scheduled and cleared during virtual court sessions.

Miscellaneous Revenue - Miscellaneous revenues include interest earnings, rental of recreational facilities, bingo, and other revenue. These receipts total \$107,317 which is 27.9% of budgeted revenues. The majority of these revenues are due to the City auction held in October and resulting proceeds were received and deposited in November, 2020. For this category, interest income is expected to be lower than prior year due to the decline in interest yield in the City's investment and 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. This revenue is 17.9% of budget. Transfers are at 17.4% of budget.

Expenses - General fund expenses are at 13.7% of budget expended and total \$1,837,367. Expenditures are 15.9% lower in comparison to the prior year.

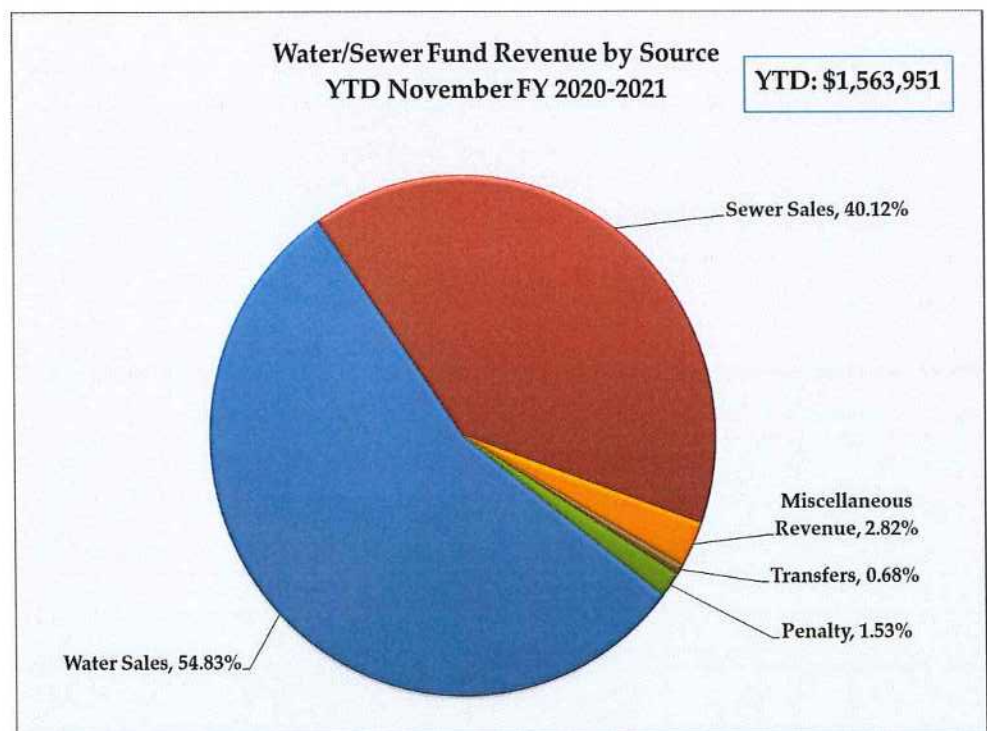


Water and Sewer Fund

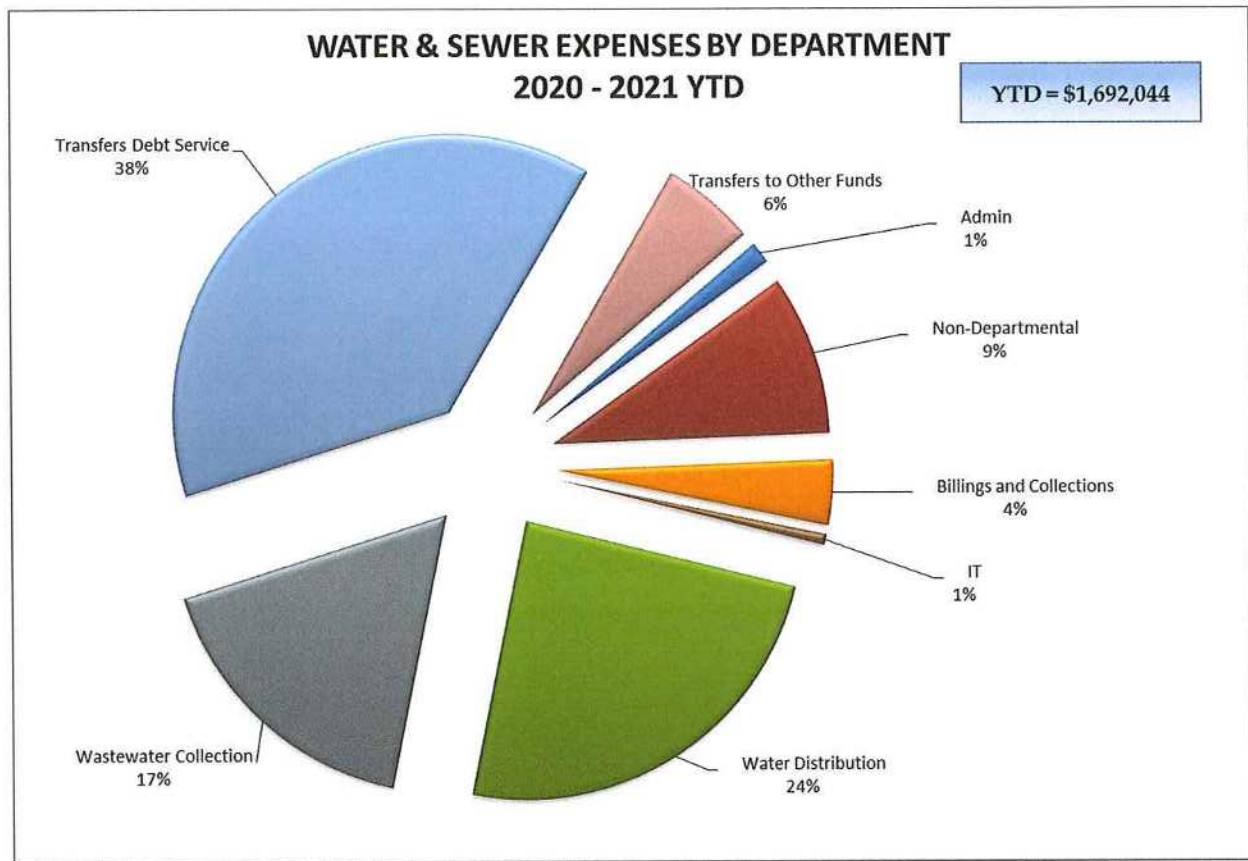
Water and sewer revenues are at 17.3% of budgeted revenues through November 2020. Water sales are at 18.1% of budgeted revenues and Sewer revenues are at 16.6% of budget. Water consumption varies due to seasonal fluctuations. Revenues are \$167,312 lower than prior year through November, 2020. Water consumption compared to prior year decreased 14.5%.

Miscellaneous Sales -

Miscellaneous sales include penalty revenue, EPA revenue, service charges, returned check fees, and damaged/ tampering fees. This category of revenue is at 18.2% of budget collected.



Expenses – Year-to-date expenses in the Water/Sewer fund are currently at 18.89% of budget. Transfers to debt service are at 34% of budget due for payments to be paid in February 2021 which make up a significant portion of expenses. The breakdown of expenses by department is shown as follows:



Storm Drain Fund – Storm drain revenues are in line with expectations but are slightly lower than FY2019-20 due to a decline in interest income this year. Revenues represent 16.4% of budget collected. Expenses are at 5.9% of budget in this fund through November 2020. Capital projects budgeted in FY2020-2021 include Whitley Road and other storm drain improvements.

Special Revenue Funds - In the **Street Maintenance Fund**, revenues are 17.3% of budget collected and expenses are at 10.2% of budget. Significant revenue impacts are anticipated in March 2021 from January 2021 sales receipts due to a ¼ cent reduction of Sales Tax. The **Crime Control and Prevention District** has collected 16.2% of total revenues and is at 14.5% of budget expended. The **Economic Development Corporation Fund** has collected 17.4% of sales tax revenues and is at 19% of budget expended through November 2020. The **Traffic Safety Fund** will not collect any revenues due to the photographic enforcement program discontinuation by HB1631. This fiscal year the remaining fund balance is expected to be expended and traffic personnel will need to be budgeted in the general fund in future years. Through November, expenditures are at 13.3% or \$46,688 of budget.

Fund Detail Report

NOVEMBER, 2020

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2021
For the period ending November 30, 2020 (1st FY Qtr.)

GENERAL FUND - 01

REVENUE:	ORIGINAL BUDGET	11/30/2020 YTD ACTUAL	% USED	% REMAINING	11/30/2019 YTD ACTUAL	\$ CHG 21 vs 20	% CHG 21 vs 20
TAXES							
AD VALOREM	6,108,000	430,024	7.04%	92.96%	443,251	(13,227)	-2.98%
Delinquent	26,000	8,218	31.61%	68.39%	7,245	973	13.43%
Penalty & Interest	27,500	2,381	8.66%	91.34%	2,638	(257)	-9.76%
SALES TAX	2,920,000	490,771	16.81%	83.19%	472,259	18,513	3.92%
UTILITY FRANCHISE	862,000	76	0.01%	99.99%	70	6	8.33%
LICENSES & PERMITS	531,000	89,950	16.94%	83.06%	76,903	13,047	16.96%
INTERGOVERNMENTAL REVENUE	502,600	89,778	17.86%	82.14%	97,215	(7,437)	-7.65%
CHARGES FOR SERVICES	740,500	132,995	17.96%	82.04%	115,488	17,507	15.16%
FINES & FORFEITURES	515,900	73,970	14.34%	85.66%	97,646	(23,676)	-24.25%
MISCELLANEOUS INCOME	384,900	107,317	27.88%	72.12%	34,466	72,851	211.37%
OPERATING TRANSFERS IN	765,281	133,274	17.42%	82.58%	101,842	31,432	30.86%
TOTAL REVENUE	\$13,383,681	\$1,558,755	11.65%	88.35%	\$1,449,024	\$109,731	7.57%
ADMINISTRATION	492,977	61,778	12.53%	87.47%	15,181	46,598	306.95%
HUMAN RESOURCES	182,169	26,156	14.36%	85.64%	23,146	3,010	13.00%
BUILDINGS - PW	834,740	63,864	7.65%	92.35%	95,339	(31,475)	-33.01%
FINANCE	500,247	42,415	8.48%	91.52%	55,100	(12,685)	-23.02%
MUNICIPAL COURT - FIN	401,730	46,067	11.47%	88.53%	59,842	(13,775)	-23.02%
DEVELOPMENTAL SERVICES - PW	237,745	35,120	14.77%	85.23%	25,639	9,481	36.98%
LIBRARY	882,480	106,958	12.12%	87.88%	112,854	(5,896)	-5.22%
PARKS AND RECREATION	882,505	74,252	8.41%	91.59%	90,316	(16,065)	-17.79%
POLICE	4,054,124	449,730	11.09%	88.91%	652,143	(202,413)	-31.04%
FIRE/EMS	2,644,602	354,093	13.39%	86.61%	374,291	(20,197)	-5.40%
PUBLIC WORKS - STREETS	434,632	60,378	13.89%	86.11%	72,235	(11,858)	-16.42%
FLEET MANAGEMENT - PW	204,900	25,897	12.64%	87.36%	27,272	(1,374)	-5.04%
NON-DEPARTMENTAL	1,129,810	360,244	31.89%	68.11%	363,875	(3,632)	-1.00%
INFORMATION TECHNOLOGY	402,909	113,748	28.23%	71.77%	95,804	17,944	18.73%
ECONOMIC DEVELOPMENT	-	-	0.00%	100.00%	613	(613)	-100.00%
TRANSFERS TO OTHER FUNDS	100,000	16,667	16.67%	83.33%	2,083	14,583	700.00%
TOTAL EXPENDITURES	\$13,385,570	\$1,837,367	13.73%	86.27%	\$2,184,795	(\$347,428)	-15.90%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$1,889)	(\$278,612)			(\$735,771)	\$457,158.38	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2021
For the period ending November 30, 2020 (1st FY Qtr.)

DEBT SERVICE FUND - 03

	CURRENT BUDGET	11/30/2020 YTD ACTUAL	% USED	% REMAINING	11/30/2019 YTD ACTUAL	\$ CHG 21 vs 20	% CHG 21 vs 20
REVENUE:							
TAXES							
AD VALOREM	2,720,000	192,861	7.09%	92.91%	190,692	\$2,169	1.14%
Delinquent	12,000	3,535	29.46%	70.54%	3,120	\$415	13.30%
Penalty & Interest	10,000	900	9.00%	91.00%	1,052	(\$153)	-14.50%
INTEREST EARNINGS	5,000	308	6.16%	93.84%	2,088	(\$1,780)	-85.24%
OTHER FINANCING SOURCES	-	0	-	-	0	\$0	-
OPERATING TRANSFERS IN	157,503	26,251	16.67%	83.33%	16,696	\$9,554	57.22%
TOTAL REVENUE	\$2,904,503	\$223,855	7.71%	92.29%	\$213,649	\$10,206	4.78%
Contractual & Sundry	2,957,206	-	0.00%	100.00%	-	\$0	0.00%
TOTAL EXPENDITURES	\$2,957,206	-	0.00%	100.00%	-	\$0	0.00%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$52,702.50)	\$223,855			\$213,649	\$10,206	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2021
For the period ending November 30, 2020 (1st FY Qtr.)

WATER & SEWER - 40

REVENUE:	CURRENT BUDGET	11/30/2020 YTD ACTUAL	% USED	% REMAINING	11/30/2019 YTD ACTUAL	\$ CHG 21 vs 20	% CHG 21 vs 20
WATER SALES	4,745,000	857,577	18.07%	81.93%	985,364	(127,787)	-12.97%
SEWER SALES	3,780,000	627,526	16.60%	83.40%	638,275	(10,749)	-1.68%
MISCELLANEOUS	236,000	42,980	18.21%	81.79%	43,708	(728)	-1.67%
PENALTY	205,000	24,000	11.71%	88.29%	32,533	(8,533)	-26.23%
INTEREST	30,000	867	2.89%	97.11%	4,490	(3,623)	-80.68%
TRANSFERS	30,000	10,701	35.67%	64.33%	26,677	(15,976)	0.00%
TAP FEES	-	300	-	-	216	84	0.00%
SALE OF ASSETS	-	-	-	-	-	-	-
TOTAL REVENUE	\$9,026,000	\$1,563,951	17.33%	82.67%	\$1,731,263	(\$167,312)	-9.66%
ADMINISTRATIVE	153,750	21,388	13.91%	86.09%	23,312	(1,924)	-8.25%
NON-DEPARTMENTAL	706,830	156,728	22.17%	77.83%	147,239	9,489	6.44%
BILLING & COLLECTIONS	524,860	63,837	12.16%	87.84%	67,974	(4,136)	-6.09%
MGT. INFO SYSTEMS	95,080	10,691	11.24%	88.76%	12,928	(2,237)	-17.30%
WATER DISTRIBUTION	2,860,390	412,882	14.43%	85.57%	489,062	(76,180)	-15.58%
WASTEWATER COLLECTION	2,439,017	286,925	11.76%	88.24%	378,929	(92,004)	-24.28%
TRANSFERS	2,178,000	739,593	33.96%	66.04%	724,820	14,773	2.04%
TOTAL EXPENDITURES	\$8,957,927	\$1,692,044	18.89%	81.11%	\$1,844,263	(\$152,219)	-8.25%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$68,073	(\$128,094)			(\$113,000)	(\$15,094)	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2021
For the period ending November 30, 2020 (1st FY Qtr.)

WATAUGA ECONOMIC DEVELOPMENT CORP - 04

	CURRENT BUDGET	11/30/2020 YTD ACTUAL	% USED	% REMAINING	11/30/2019 YTD ACTUAL	\$ CHG 21 vs 20	% CHG 21 vs 20
REVENUE:							
SALES TAX	705,000	122,693	17.40%	82.60%	118,065	4,628	3.92%
INTEREST EARNINGS	5,000	192	3.84%	96.16%	830	(638)	-76.86%
INTEREST/ESCROW	-	-	-	-	-	-	-
CONTRIBUTIONS/OTHER	35,800	-	-	-	-	-	-
TOTAL REVENUE	\$745,800	\$122,885	16.48%	83.52%	\$118,895	3,990	3.36%
PERSONNEL SERVICES	-	-	0.00%	0.00%	(0)	0	-100.00%
NON-DEPARTMENTAL	-	-	0.00%	0.00%	-	-	0.00%
SUPPLIES	1,085	-	0.00%	100.00%	48	(48)	-100.00%
MAINTENANCE	-	-	0.00%	0.00%	-	-	0.00%
CONTRACTUAL & SUNDRY	108,375	30,392	28.04%	71.96%	4,498	25,894	575.68%
TRANSFERS	389,284	64,881	16.67%	83.33%	16,596	48,285	290.94%
CAPITAL OUTLAY	2,500	-	0.00%	100.00%	-	-	0.00%
TOTAL EXPENDITURES	501,244	95,272	19.01%	80.99%	\$ 21,141	74,131	350.64%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$244,556	\$27,613			\$97,753	-\$70,141	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2021
For the period ending November 30, 2020 (1st FY Qtr.)

STREET MAINTENANCE FUND - 14

	CURRENT BUDGET	11/30/2020 YTD ACTUAL	% USED	% REMAINING	11/30/2019 YTD ACTUAL	\$ CHG 21 vs 20	% CHG 21 vs 20
REVENUE:							
SALES TAX	708,000	122,693	17.33%	82.67%	118,065	4,628	3.9%
INTEREST EARNINGS	8,000	359	0.00%	100.00%	1,462	(1,103)	-75.5%
INTEREST/ESCROW	-	-	-	-	-	-	-
CONTRIBUTIONS/OTHER	-	-	-	-	-	-	-
TOTAL REVENUE	\$716,000	\$123,051	17.33%	182.67%	119,526	\$3,525	2.95%
MAINTENANCE	100,000	1,792	1.79%	98.21%	1,775	17	0.0%
CONTRACTUAL & SUNDRY	8,000	50	0.63%	99.38%	-	50	0.0%
CAPITAL OUTLAY	800,000	62,405	7.80%	92.20%	-	-	0.0%
TOTAL EXPENDITURES	908,000	64,247	7.08%	92.92%	1,775	\$62,472	3519.0%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$192,000)	\$58,804			\$117,751	(\$58,947)	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2021
For the period ending November 30, 2020 (1st FY Qtr.)

CRIME CONTROL DISTRICT - 18

	ORIGINAL BUDGET	11/30/2020 YTD ACTUAL	% USED	% REMAINING	11/30/2019 YTD ACTUAL	\$ CHG 21 vs 20	% CHG 21 vs 20
REVENUE:							
SALES TAX	1,347,000	243,303	18.06%	81.94%	233,418	9,884	4.23%
INTEREST EARNING/OTHER	54,000	329	0.61%	99.39%	3,942	(3,613)	-91.64%
TRANSFERS	100,000		-	-		-	-
TOTAL REVENUE	\$1,501,000	\$243,632	16.23%	83.77%	\$237,361	\$6,272	2.64%
PERSONNEL SERVICES	991,000	144,864	14.62%	85.38%	\$163,261	(18,398)	-11.27%
SUPPLIES	122,500	9,598	7.84%	92.16%	\$12,029	(2,431)	-20.21%
MAINTENANCE	223,000	35,401	15.88%	84.12%	\$42,837	(7,436)	-17.36%
CONTRACTUAL & SUNDRY	174,150	30,858	17.72%	82.28%	\$58,797	(27,939)	-47.52%
TRANSFERS	30,000	4,866	16.22%	83.78%	\$4,727	139	2.94%
CAPITAL OUTLAY	13,000	-	0.00%	100.00%	\$0	-	0.00%
TOTAL EXPENDITURES	1,553,650	225,587	14.52%	85.48%	\$281,652	(\$56,065)	-19.91%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$52,650)	\$18,045			\$ (44,291)	\$62,336	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2021
For the period ending November 30, 2020 (1st FY Qtr.)

STORM DRAIN FUND - 15

	CURRENT BUDGET	11/30/2020 YTD ACTUAL	% USED	% REMAINING	11/30/2019 YTD ACTUAL	\$ CHG 21 vs 20	% CHG 21 vs 20
REVENUE:							
USERS FEE	1,470,000	245,612	16.71%	83.29%	245,931	(319)	-0.13%
OTHER REVENUE	-	-	-	-	-	-	-
INTEREST INCOME	35,000	1,090	3.11%	96.89%	22,619	(21,529)	-95.18%
						-	-
TOTAL REVENUE	\$1,505,000	\$246,702	16.39%	83.61%	\$268,550	(\$21,848)	-8.14%
PERSONNEL	465,400	84,540	18.17%	81.83%	\$69,261	15,279	22.06%
SUPPLIES	32,150	864	2.69%	97.31%	\$1,522	(658)	-43.23%
MAINTENANCE	54,500	197	0.36%	99.64%	\$3,729	(3,532)	0.00%
CONTRACTUAL & SUNDRY	184,445	28,539	15.47%	84.53%	\$23,996	4,543	18.93%
CAPITAL	2,328,697	57,970	2.49%	97.51%	\$95,665	(37,695)	0.00%
TRANSFERS TO OTHER FUNDS	73,500	12,280	16.71%	83.29%	\$12,297	(17)	-0.14%
TOTAL EXPENDITURES	\$3,138,692	\$184,390	5.87%	94.13%	\$206,470	(\$22,080)	-10.69%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$1,633,692)	\$62,312			\$62,080	\$232	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2021
For the period ending November 30, 2020 (1st FY Qtr.)

Traffic Safety - 28

REVENUE:	CURRENT BUDGET	11/30/2020 YTD ACTUAL	% USED	% REMAINING	11/30/2019 YTD ACTUAL	\$ CHG 21 vs 20	% CHG 21 vs 20
FINES & FORFEITURES	-	-	-	0.00%	-	-	0.00%
INTEREST	500	150	30.08%	69.92%	559	(408)	-73.07%
					-	-	-
TOTAL REVENUE	500	150	30.08%	69.92%	559	(408)	-73.07%
 PERSONNEL SERVICES	341,650	46,688	13.67%	86.33%	44,661	2,027	4.54%
SUPPLIES	7,100	-	0.00%	100.00%	272	(272)	-100.00%
CONTRACTUAL & SUNDRY	1,100	-	0.00%	100.00%	105	(105)	0.00%
CAPITAL OUTLAY	-	-	-	0.00%	-	-	0.00%
 TOTAL EXPENDITURES	349,850	46,688	13.35%	86.65%	45,038	1,650	3.66%
 EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$349,350)	(\$46,538)			(\$44,479)	(\$2,059)	

DEPARTMENTAL CONSOLIDATED REPORT

NOVEMBER 2020

Budget Report

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Group Summary

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
010 - CITY SECRETARY OFFICE	328529.00	328,529.00	22,354.85	41,464.27	719.18	286,345.55	87.16 %
011 - HUMAN RESOURCES	182169.00	182,169.00	16,168.17	26,155.92	25,422.04	130,591.04	71.69 %
013 - DEVELOPMENT SERVICES DIVISION	237745.00	237,745.00	18,086.82	35,120.04	108,306.73	94,318.23	39.67 %
015 - CITY MANAGER	318198.00	318,198.00	22,559.22	41,702.29	0.00	276,495.71	86.89 %
016 - BUSINESS RETENTION/EDC	7300.00	8,700.00	1,079.50	1,079.50	2,500.00	5,120.50	58.86 %
017 - BUSINESS ATTRACTION/EDC	28250.00	28,250.00	12,500.00	13,070.00	13,000.00	2,180.00	7.72 %
018 - GENERAL ADMINISTRATION/EDC	76410.00	75,010.00	3,869.00	16,242.00	625.00	58,143.00	77.51 %
020 - NON-DEPARTMENTAL	1962245.00	1,962,245.00	88,651.01	540,126.88	206,868.38	1,215,249.74	61.93 %
030 - MUNICIPAL COURT DIVISION	401730.00	401,730.00	28,392.88	46,066.61	671.75	354,991.64	88.37 %
040 - FINANCE	543462.00	543,462.00	25,274.32	49,076.13	58,340.00	436,045.87	80.23 %
045 - BILLING & COLLECTIONS	524860.00	524,860.00	37,458.09	63,837.40	0.00	461,022.60	87.84 %
050 - INFORMATION TECHNOLOGY	497989.00	497,989.00	91,702.31	124,439.47	21,378.28	352,171.25	70.72 %
060 - LIBRARY	893180.00	893,180.00	49,334.15	106,958.00	98,769.13	687,452.87	76.97 %
070 - RECREATION	322740.00	322,740.00	13,268.06	25,306.65	8,908.16	288,525.19	89.40 %
075 - PARKS DEPARTMENT	559765.00	559,765.00	28,965.92	48,944.87	31,721.84	479,098.29	85.59 %
080 - POLICE	5927624.00	5,927,624.00	409,675.89	717,138.82	72,313.65	5,138,171.53	86.68 %
085 - FIRE/MIS	3013152.00	3,013,152.00	226,885.89	409,575.12	34,876.80	2,568,700.08	85.25 %
090 - PUBLIC WORKS	1057647.00	1,057,647.00	54,279.54	151,362.22	19,636.22	886,648.56	83.83 %
093 - WATER DISTRIBUTION	2860390.00	2,860,390.00	209,204.41	412,881.54	42,879.70	2,404,628.76	84.07 %
094 - WASTEWATER COLLECTION	2439017.00	2,439,017.00	170,546.83	286,925.07	11,106.40	2,140,985.53	87.78 %
097 - FLEET MAINTENANCE	204900.00	204,900.00	16,839.13	25,897.43	29,958.29	149,044.28	72.74 %
098 - BUILDING MAINTENANCE	834740.00	834,740.00	36,805.36	63,864.12	30,525.03	740,350.85	88.69 %
Report Total:	23,222,042.00	23,222,042.00	1,583,901.35	3,247,234.35	818,526.58	19,156,281.07	82.49 %



AGENDA MEMORANDUM

DATE: January 4, 2021

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works

SUBJECT: Consider action to approve a resolution by the City Council of the City of Watauga, Texas ratifying the purchase of two F-150 trucks from Silsbee Ford utilizing water and sewer equipment replacement funds; providing for repeal; providing for severability; providing an effective date

BACKGROUND/INFORMATION:

On December 14, 2020, a city council meeting was held and at which time it was approved to purchase two 2020 Ford F-150s from the Water and Sewer Equipment Replacement Fund. It was later determined that the resolution presented to City Council contained scrivener's errors in three locations with the first being in the title referencing "two 2020 Police Package Chevrolet Tahoe Trucks from Caldwell County Chevrolet" which should have stated "two (2) F-150 Trucks from Silsbee Ford for Utility Billing Division of the Finance Department."

The other two errors referenced the police department instead of the finance department. The December resolution is attached with the errors in red. The Ratification Resolution is attached for approval pursuant to the equal dignity doctrine.

FINANCIAL IMPLICATIONS:

As indicated at the December 14, 2020 City Council Meeting, funding will be provided from the Water and Sewer Equipment Replacement Funds

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the Council to ratify the approval action from December 14, 2020.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Agenda - F150 Utility Billing - Dec 2020 - Approved - Short
2. Error Resolution Approving Purchase of 2 Ford F150
3. Quote - F150 - TIPS - Silsbee Ford
4. Form 1295 Certificate - Silsbee Ford - F150 Utility Billing
5. Resolution Ratifying Purchase of 2 Ford F150 Trucks



AGENDA MEMORANDUM

REVIEWED BY:

Paul Hackleman, Director of Public Works

Karrie Marling, Legal

George Hyde, Legal

Andrea Gardner, City Manager

Approved as to form for inclusion on Agenda

Approved - 1/5/2021

Approved - 1/5/2021

Approved - 1/6/2021

Final Approval - 1/6/2021

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

SILSBEE FORD
SILSBEE, TX United States

Certificate Number:
2020-692964

Date Filed:
11/24/2020

Date Acknowledged:

12-4-2020

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

WATAUGA, CITY OF

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

2021-001
VEHCILES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DONALSON, DREW	SILSBEE, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is SETH GAMBLIN, and my date of birth is 11/24/2020.

My address is 1211 US HIGHWAY 96 N. SILSBEE TX 77856 USA
(street) (city) (state) (zip code) (country)

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

Executed in HARDIN County, State of TEXAS, on the 24 day of NOV, 20 20
(month) (year)

SETH GAMBLIN

Signature of authorized agent of contracting business entity
(Declarant)



PRODUCT PRICING SUMMARY

TIPS USA 200206 TRANSPORTATION VEHICLES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: WATAUGA, CITY OF TX999607

Prepared by: SETH GAMBLIN

Contact: CLINT HARMON

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: F150 REGULAR CAB

Date: November 18, 2020

A. Bid Item: _____

A. Base Price: \$ 22,695.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
FIC	2020 FORD F150 REGULAR CAB	\$ 2,375.00	101A	ORDER GROUP XL	
99B	3.3L V6	\$ -			
	122 WHEELBASE				
85A	XL POWER GROUP	-			

Total of B. Published Options: \$ 2,375.00

Published Option Discount (5%): \$ -

C. Unpublished Options [not to exceed 25%]

\$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR- OXFORD WHITE	
		INTERIOR- AG GRAY	

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 350.00

F. Contract Price Adjustment: _____

\$

G. Additional Delivery Charge: 299

\$ 523.25

H. Subtotal:

\$ 25,943.25

I. Quantity Ordered 2 **x H =**

\$ 51,886.50

J. Trade in: _____

\$ -

K.

\$

L. Total Purchase Price

\$ 51,886.50

CITY OF WATAUGA, TEXAS
RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Watauga (the “City”) approved in the Fiscal Year 2020-21 Budget which provides funding for the purchase two (2) F-150 Trucks as part of the Capital Outlay Plan utilizing Water and Sewer Equipment Replacement Fund; and

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

WHEREAS, the City of Watauga is a member of The Interlocal Purchasing System (TIPS), which allows the City to utilize contracts offered under a cooperative purchasing program under Section 271.102, Texas Local Government Code and Chapter 791, Texas Government Code; and

WHEREAS, these two (2) F-150 Trucks are for Utility Billing Meter Readers

WHEREAS, The Fleet and Building Maintenance Division of the Public Works Department obtained a quote for the purchase two (2) F-150 Trucks from Silsbee Ford for police department use utilizing the TIPS Contract No. 200206 in the amount of \$51,886.50; and

WHEREAS, members of City Council have determined that the approval of the purchase of the two (2) F-150 Trucks for police department use is for the benefit of the staff and the City in that these new vehicles will help to serve and protect its residents.

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

I.

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

II.

The City Council of the City of Watauga, Texas, hereby approves of the purchase of these vehicles in accordance with the TIPS Contract No. 200206 in the amount of \$51,886.50, which is incorporated by reference herein.

III.

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

IV.

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

V.

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

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this the 14th day of December 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: December 3, 2020

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consider action to adopt a Resolution by the City Council of the City of Watauga, Texas approving the purchase of two 2020 Ford F-150 Trucks from Silsbee Ford, providing for repeal; providing for severability; providing an effective date

BACKGROUND/INFORMATION:

The Fiscal Year 2020-21 approved Budget provides funding for two (2) F-150 Trucks utilizing Water and Sewer Equipment Replacement Funds.

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

The City is a member of the TIPS which allows us to utilize contracts offered through the TIPS per Local Government Code Section 217.102 and Texas Government Code 791. The codes were designed to allow government entities the ability to utilize contracts for products and services that meet all State and Local purchasing laws and requirements.

The Fleet and Building Maintenance Division of the Public Works Department obtained a quote for two (2) Ford F-150 Trucks from Silsbee Ford utilizing the The Interlocal Purchasing System (TIPS) Contract No. 200206 in the amount of \$51,886.50.

These two (2) F-150 Trucks are for Utility Billing Meter Readers. Silsbee Ford states that both trucks are in stock and ready for delivery.

The attached proposed resolution authorizing the purchase has been drafted and approved by the City Attorney's Office.

FINANCIAL IMPLICATIONS:

This purchase is funded by the Water and Sewer Equipment Replacement Fund in Fiscal Year 2020-21.



AGENDA MEMORANDUM

RECOMMENDATION/ACTION DESIRED:

Staff respectfully recommends the City Council approve the purchase of two (2) 2020 F-150 Trucks from Silsbee Ford.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Quote - F150 - TIPS - Silsbee Ford
2. PURCHASING RIDER FORM SILSBEE FORD FOR CITY OF WATAUGA 112420
3. Resolution Approving Purchase of 2 Ford F150
4. Form 1295 - Animal Control Vehicle - Sam Pack - January 2020 City Council

REVIEWED BY:

Paul Hackleman, Director of Public Works

Karrie Marling, Legal

George Hyde, Legal

Sandra Gibson, Director of Finance

Andrea Gardner, City Manager

Approved as to form for inclusion on Agenda

Approved - 12/3/2020

Approved - 12/4/2020

Approved - 12/8/2020

Approved - 12/8/2020

Final Approval - 12/8/2020

CITY OF WATAUGA, TEXAS
RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF
WATAUGA, TEXAS RATIFYING THE PURCHASE OF TWO
F-150 TRUCKS FROM SILSBEE FORD UTILIZING WATER
AND SEWER EQUIPMENT REPLACEMENT FUNDS;
PROVIDING FOR REPEAL; PROVIDING FOR
SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Watauga (the “City”) approved in the Fiscal Year 2020-21 Budget which provides funding for the purchase two (2) F-150 Trucks utilizing Water and Sewer Equipment Replacement Fund; and

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

WHEREAS, the City of Watauga is a member of The Interlocal Purchasing System (TIPS), which allows the City to utilize contracts offered under a cooperative purchasing program under Section 271.102, Texas Local Government Code and Chapter 791, Texas Government Code; and

WHEREAS, these two (2) F-150 Trucks are for Utility Billing Meter Readers

WHEREAS, The Fleet and Building Maintenance Division of the Public Works Department obtained a quote for the purchase two (2) F-150 Trucks from Silsbee Ford utilizing the TIPS Contract No. 200206 in the amount of \$51,886.50; and

WHEREAS, members of City Council have determined that the approval of the purchase of the two (2) F-150 Trucks is for the benefit of the staff and the City in that these new vehicles will help to provide municipal utility services to city residents.

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

I.

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

II.

The City Council of the City of Watauga, Texas, hereby approves of the purchase of the two (2) F-150 Trucks in accordance with the TIPS Contract No. 200206 in the amount of \$51,886.50, which is incorporated by reference herein.

III.

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

IV.

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

V.

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

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this the 14th day of December 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: January 6, 2021

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works
Robert Parker, Chief of Police
Sandra Gibson, Director of Finance

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consider action by the City Council of the City of Watauga, Texas
approving the purchase of a 2021 Ford F-250 Truck from Silsbee Ford

BACKGROUND/INFORMATION:

The Fiscal Year 2020-21 approved Budget provides funding for one (1) F-250 Truck utilizing Debt Issuance 2020-2021.

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

The City is a member of the TIPS which allows us to utilize contracts offered through the TIPS per Local Government Code Section 217.102 and Texas Government Code 791. The codes were designed to allow government entities the ability to utilize contracts for products and services that meet all State and Local purchasing laws and requirements.

The Fleet and Building Maintenance Division of the Public Works Department obtained a quote for a Ford F-250 Truck from Silsbee Ford utilizing the The Interlocal Purchasing System (TIPS) Contract No. 200206 in the amount of \$35,745.50. The City Council previously approved two (2) F150 Trucks from Silsbee Ford making vehicle purchases by the city, in the aggregate in excess of the \$50,000 cap, requiring City Council approval even though this single purchase is under \$50,000.

This F-250 Truck is for Animal Control. Silsbee Ford states that the truck will need to go to Deer Skin Mfg. to have the existing body remounted on the new unit included in the bid amount. However, there may be minor charges since we are mounting the existing body to a new truck.

FINANCIAL IMPLICATIONS:



AGENDA MEMORANDUM

This purchase is funded by proceeds from the 2020 Certificates of Obligation and is budgeted in the FY2020-2021 Capital Outlay Plan.

RECOMMENDATION/ACTION DESIRED:

Staff respectfully recommends the City Council approve the purchase of one (1) 2021 F-250 Truck from Silsbee Ford

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Quote - F250 Animal Control - Silsbee Ford
2. Estimate from Deerskin
3. ACO TRUCK PURCHASING RIDER 122820
4. SILSBEE 1295 FORM

REVIEWED BY:

Paul Hackleman, Director of Public Works
Karrie Marling, Legal
George Hyde, Legal
Robert Parker, Chief of Police
Sandra Gibson, Director of Finance
Deby Woodard, Assistant Director of Finance
Andrea Gardner, City Manager
Approved as to form for inclusion on Agenda

Approved - 1/6/2021
Approved - 1/6/2021
Approved - 1/6/2021
Approved - 1/7/2021
Approved - 1/7/2021
Approved - 1/7/2021
Final Approval - 1/7/2021

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

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

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

ANIMAL CONTROL TRUCK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WATAUGA, TEXAS

By: _____
Andrea Gardner, City Manager

Date: _____

SILSBEE FORD

Vendor

By: SETH GAMBLIN

Name: SETH GAMBLIN

Title: FLEET SALES

Date: 12/28/2020

4078 WEST HWY 199
SPRINGTOWN, TX 76082

SALES@DEERSKINMFG.COM
www.DeerskinMfg.com

Date	Estimate #
11/18/2020	665

Name / Address
CITY OF WATAUGA ACCOUNTS PAYABLE 7105 WHITLEY RD WATAUGA, TX 76148

Ship To
CITY OF WATAUGA ANIMAL CONTROL 7105 WHITLEY RD WATAUGA, TX 76148

[illegible]



PRODUCT PRICING SUMMARY

TIPS USA 200206 TRANSPORTATION VEHICLES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: WATAUGA, CITY OF TX999607

Prepared by: SETH GAMBLIN

Contact: CLINT HARMON

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: FORD F250 CREW CAB

Date: December 21, 2020

A. Bid Item: _____

A. Base Price: **\$ 28,909.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W2A	2021 FORD F250 CREW CAB 176WB	\$ 1,195.00	600A	ORDER GROUP XL	
996	6.2L 2 VALVE SOHC V8 FLEX FUEL	\$ -			
44S	6 SPEED TRANS	\$ -			
90L	POWER EQUIPMENT GROUP	\$ 1,075.00			
512	SPARE TIRE, WHEEL, CARRIER & JACK	\$ 295.00			
66D	PICKUP BOX DELETE	\$ (450.00)	665	DEERSKIN MANUFACTURING	\$ 3,500.00
872	REAR VIEW CAMERA PREP	\$ 415.00		ESTIMATE 665	
				CHANGE OVER CS BOX AND A/C	

Total of B. Published Options: **\$ 6,030.00**

Published Option Discount (5%): **\$ (66.75)**

C. Unpublished Options [not to exceed 25%]

\$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR- OXFORD WHITE	
		INTERIOR- AG GRAY	

Total of C. Unpublished Options: **\$ -**

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 350.00

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 299

\$ 523.25

H. Subtotal:

\$ 35,745.50

I. Quantity Ordered 1 **x H =**

\$ 35,745.50

J. Trade in: _____

\$ -

K.

L. Total Purchase Price

\$ 35,745.50

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

SILSBEE FORD
SILSBEE, TX United States

Certificate Number:
2021-703348

Date Filed:
01/06/2021

Date Acknowledged:

1-7-2021

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

WATAUGA, CITY OF

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

2021-002
VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DONALSON, DREW	SILSBEE, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is SETH GAMBLIN, and my date of birth is 12/24/1985.

My address is 1211 US HIGHWAY 96 N. SILSBEE TX 77656 USA
(street) (city) (state) (zip code) (country)

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

Executed in HARDIN County, State of TEXAS, on the 06 day of JAN, 20 21
(month) (year)

SETH GAMBLIN

Signature of authorized agent of contracting business entity
(Declarant)



AGENDA MEMORANDUM

DATE: January 6, 2021

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works
Robert Parker, Chief of Police
Sandra Gibson, Director of Finance

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consider action by the City Council of the City of Watauga, Texas declaring one 2008 Ford F-250 as surplus property belonging to the City of Watauga; and authorizing disposal of the surplus property

BACKGROUND/INFORMATION:

The Surplus Asset Disposal Policy No. 13.05 of the Personnel, Administrative and Financial Policies and Procedures Manual allows for the Director of Public Works to recommend real property for the City Council to review and declare as surplus.

To that end, there is one 2008 Ford F-250 Truck being replaced this year in the Animal Control Division of the Police Department creating the opportunity to sell or trade in the existing truck. The truck to be replaced is unit 104 (VIN#1FTNF20548ED95455) has in excess of 63,000 miles.

Once the property has been declared surplus by City Council, surplus equipment may be disposed of by one of the following methods:

1. Sold competitively by public auction or by accepting sealed bids;
2. Traded in for new equipment; or
3. If the item has no value except for salvage, the City Manager or his designee, may authorize such items to be sold as scrap.

Sections 51.015 and 51.034 of the Texas Local Government Code requires the City Council to approve the disposal of personal property.

City employees/City Council Members and their immediate families may not purchase any surplus city property either by sealed bid, at an auction, or resale from a trade-in.

FINANCIAL IMPLICATIONS:

Revenue from the sale of property shall be restored to the appropriate originating funds.



AGENDA MEMORANDUM

RECOMMENDATION/ACTION DESIRED:

Staff respectfully recommends declaring the 2008 F-250 Truck as surplus property

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Paul Hackleman, Director of Public Works

Karrie Marling, Legal

George Hyde, Legal

Robert Parker, Chief of Police

Sandra Gibson, Director of Finance

Andrea Gardner, City Manager

Approved as to form for inclusion on Agenda

Approved - 1/6/2021

Approved - 1/6/2021

Approved - 1/6/2021

Approved - 1/6/2021

Approved - 1/7/2021

Final Approval - 1/7/2021



AGENDA MEMORANDUM

DATE: December 17, 2020

TO: Honorable City Council Members

FROM: Randy Richards, Building Official
Paul Hackleman, Director of Public Works

THROUGH: Andrea Gardner, City Manager

SUBJECT: **Planning and Zoning Case Z. 20-05:** Conduct a Public Hearing, discuss and consider action on a request for a zoning change from Local Business (LB) to General Business (GB) to develop the property for retail sales and a mobile food vendor court at 5620 Watauga Road, commonly known as 6200 Pine Street being Lot 7R, Block 12 of the Watauga Addition, located on the south side of Watauga Road east of Denton Highway and west of Plum Street. Mr. Land LLC, owner/applicant.

BACKGROUND/INFORMATION:

Mr. Land LLC, applicant/owner, request a zoning change from Local Business (LB) to General Business (GB) to develop the property to allow for retail sales and mobile food vendor court. The zoning change is consistent with the surrounding zoning district. There are no negative impacts from the use on the surrounding neighborhoods.

The Public Hearing Notice was duly posted and published by the City Secretary's Office on December 21, 2020 in the Fort Worth Star Telegram.

Written notice of the public hearing on the proposed changes was sent to all owners of property, or to the person rendering the same for city taxes, affected by such proposed changes of classification, and to allow all owners of property within 200 feet of the Property affected thereby, in accordance with Section 115-35(c)(3)(b). Of the sixteen (16) notices sent, 1 was returned unable to forward, 12 did not reply, and 3 did object.

FINANCIAL IMPLICATIONS:

NA

RECOMMENDATION/ACTION DESIRED:

City staff and the Planning Zoning Commission respectfully recommends approval of Ordinance No. 2021-007, rezoning the property from Local Business to General Business.



AGENDA MEMORANDUM

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. CC Meeting - 1112021 - PH Notice - OrderConf - 2020-12-17T151630.100
2. Exhibit "F" - CC PH Notice Details - Star Telegram - Published 12212020
3. Exhibit "E" - P&Z Recommendation to Council - Z. 20-05
4. Exhibit "B" - Planning & Zoning Application - Z. 20-05
5. Statements - Owner and Agent
6. Exhibit "A" - 5620 Watauga Rd - Warranty Deed - 2020
7. Zoning Exhibit - 2020-12-04
8. Exhibit "C" - PRELIMINARY SITE PLAN - Mr. Froze - 5620 Watauga Rd
9. PRELIMINARY LANDSCAPE PLAN - Mr. Froze - 5620 Watauga Rd
10. Exhibit "D" - MAILED - Z. 20-05 - Public Hearing Notice - Responses Received
11. 6200 Pine St_200 foot labels final
12. Case 20-05 Zoning Change Ordinance

REVIEWED BY:

Karrie Marling, Legal

George Hyde, Legal

Paul Hackleman, Director of Public Works

Andrea Gardner, City Manager

Approved as to form for inclusion on Agenda

Approved - 1/7/2021

Approved - 1/7/2021

Approved - 1/7/2021

Final Approval - 1/7/2021

Star-Telegram MEDIA

Arlington Citizen-Journal | The Keller Citizen | La Estrella
Mansfield News-Mirror | Star-Telegram Northeast | Weatherford Star-Telegram
star-telegram.com | 808 Throckmorton St. | Ft Worth, Tx. 76102-6315

Order Confirmation

Customer

CITY OF WATAUGA

Customer Account

600616

Customer Address

7105 WHITLEY RD
FORT WORTH TX 761482024 USA

Customer Phone

817-281-8047

Customer Fax**Sales Rep**

clopez@star-telegram.com

Payor Customer

CITY OF WATAUGA

Payor Account

600616

Payor Address

7105 WHITLEY RD
FORT WORTH TX 761482024 USA

Payor Phone

817-281-8047

Customer EMail**Order Taker**

agrisham@mcclatchy.com

PO Number

Legal Notice

Payment Method

Invoice

Blind Box**Tear Sheets**

0

Proofs

0

Affidavits

1

Net Amount

\$127.32

Tax Amount

\$0.00

Total Amount

\$127.32

Payment Amount

\$0.00

Amount Due

\$127.32

Ad Order Number

0004834584

Order Source**Ordered By**

Raquel Guajardo

Special Pricing**Invoice Text****Promo Type****Package Buy****Materials**

Ad Order Information

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0004834584-01	FTW-Legal Liner	AdBooker	

<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u>	<u>Pick Up</u>
		No	

<u>Ad Size</u>	<u>Color</u>
1 X 78 li	

<u>Product</u>	<u>Placement</u>	<u>Times Run</u>	<u>Schedule Cost</u>
FTW- Star-Telegram	0300 - Legals Classified	1	\$112.32

<u>Run Schedule Invoice Text</u>	<u>Position</u>
NOTICE OF PUBLIC HEARINGS CITY COUNCIL	0301 - Legals & Public Notices

Run Dates
12/21/2020

<u>Product</u>	<u>Placement</u>	<u>Times Run</u>	<u>Schedule Cost</u>
FTW-Upsell ST.Com	0300 - Legals Classified	1	\$15.00

<u>Run Schedule Invoice Text</u>	<u>Position</u>
NOTICE OF PUBLIC HEARINGS CITY COUNCIL	0301 - Legals & Public Notices

Run Dates
12/21/2020

NOTICE OF PUBLIC HEARINGS
CITY COUNCIL
VIDEOCONFERENCE MEETING
AND PUBLIC HEARING
MONDAY, JANUARY 11, 2021
6:30 P.M.

Notice is hereby given of a public hearing scheduled for Monday, January 11, 2021 at 6:30 p.m. during the regular City Council Videoconference meeting, for the purpose of hearing the following cases:

Z. 20-04: Consider recommendation for a Future Land Use Map revision from "Local Office/Retail/Commercial" to "Medium Density Residential" and consider request for a zoning change from (SF-6) Single Family to (PD) Planned Development, commonly known as 5900 Bursey Road, being Lots 1, 2 and 3, Block 1 of the Huffman Addition. The subject property zoned (SF-6) Single Family, is located on the south side of Bursey Road east of Whitley Road and west of Indian Springs Road. The Planned Development (PD) is proposed to be subdivided into 61 lots for single family residential townhomes. Clarence Huffman, owner. David Washington Jr., applicant/agent.

Z. 20-05: Consider request for a zoning change from Local Business (LB) to General Business (GB) to develop the property for retail sales and a mobile food vendor court at 5620 Watauga Road, commonly known as 6200 Pine Street being Lot 7R, Block 12 of the Watauga Addition, located on the south side of Watauga Road east of Denton Highway and west of Plum Street. Mr. Land LLC, owner/applicant.

Instructions will be included on the City's website no later than Friday, January 8, 2021 for signing into the meeting and registering to provide public testimony during the public hearing. Opportunities for public testimony during the public hearing will only be available by videoconference. Members of the public desiring to provide written comments will also be provided with instructions on how to submit those comments. Published on Monday, December 21, 2020, in the Star Telegram, Legal Notices Section.

I, Andrea Gardner, City Secretary for the City of Watauga, Texas, hereby certify that this notice was posted on the official bulletin board at City Hall, 7105 Whitley Road, Watauga, Texas, on Monday, December 21, 2020 before 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code.

/s/ Andrea Gardner
City Secretary



Planning & Zoning Application

CASE NO. Z-20-05

P&Z Fee: \$600.00

Date Paid: Nov. 19, 2020

Receipt #: 20-01196

SELECT ZONING APPLICATION TYPE:

☒ Zoning Change

☐ Specific Use Permit

☐ Planned Development

PROPOSED USE OF PROPERTY: RETAIL ALCOHOL SALES (WINE/BEER) AND FOOD COURT

EXISTING USE OF PROPERTY: VACANT

ZONING INFORMATION: From Existing LB/GB District to Proposed GBW/FOOD COURT District
REQUIRING S.O.P.

PROPERTY ADDRESS: 5620 WATAUGA RD AND 6200 PINE ST.

Legal Description: (Abstract) _____ (Tract) _____ (Block) 12 (Lot) 1B AND 7-R

(Survey) _____ (Addition) ORIGINAL TOWN OF WATAUGA

IF PROPERTY IS NOT PLATTED, PLEASE PROVIDE METES AND BOUNDS DESCRIPTION.

COMPLIANCE OF PROPOSED PROJECT TO THE CITY OF WATAUGA COMPREHENSIVE USE PLAN: If Yes then skip to next section of application if No then provide answers to the questions below:

- ☐ Will the proposed change enhance the site and the surrounding area? Yes No
- ☐ Is the necessary infrastructure already in place? Yes No (if not, explain in narrative)
- ☐ Is the proposed change a better use than that is recommended by Future Land Use Plan/Map?
Yes No (if yes, explain in narrative) CHANGE APPROPRIATE TO F.L.U.P.
- ☐ Will the proposed use impact adjacent residential areas in a negative manner or may it enhance it?
Yes No
- ☐ Are uses adjacent to proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?
Yes No
- ☐ Does the proposed use present a significant benefit to public health, safety and welfare of community?
Yes No

OWNER INFORMATION: NAME: Gelene Lounnarath for Mr. Land, LLC.

(Please Print)

ADDRESS: 622 Cobblestone Circle Mansfield, TX 76063

PHONE: 82-266-1577

EMAIL: mrlandinvestments@gmail.com

For additional owners, please include additional copies of this page. The property owner may sign the application or submit a notarized letter of authorization.



Planning & Zoning Application

REPRESENTATIVE/AGENT INFORMATION: NAME: JEFF LINDER
(Please Print)
BUSINESS NAME (If applicable): BANNISTER ENGINEERING, VICE PRESIDENT
(Title)
BUSINESS ADDRESS: 240 N. MIRABEL RD, MANSFIELD, TX 76063
PHONE: 817.842.2094 EMAIL: jeff@bannistereng.com

***I have read the completed application and know the same is true and correct and hereby agree that if a permit is issued all provisions of the City Ordinances and State Laws will be complied with whether herein specified or not. I agree to comply with all property restrictions. I am the owner of the property or the duly authorized agent.**

***Submittal of false information or omission as required by this application may result in any permit, license, or approval being revoked.**

***Signatures certify that all information provided is true and correct.**

***Application will be considered filed when project is set on an appropriate agenda.**

<u>Celene Lounnarath</u> Owner Name (Print)	<u>11/17/20</u> Date	<u>Celene Lounnarath</u> Owner Signature
<u>[Signature]</u> Agent Name (Print)	<u>11/16/2020</u> Date	<u>[Signature]</u> Agent Signature

APPLICATION SUBMITTAL REQUIREMENTS

- ☐ Ten (10) folded copies of 24"x36" of a Site Plan (Technical requirements provided on separate sheet), Landscaping Plan, Elevations in color and one digital (PDF) copy of zoning exhibit.
- ☐ The following items are required with all types of applications:
- ☐ Planning and Zoning Application form.
- ☐ Application fee of \$600 – Zoning Change; \$600 – Planned Development; \$600 – Specific Use Permit, plus costs incurred by the City for postage, mailing, copying and other related expenses. This is non-refundable.
- ☐ One 11"x17" copy of subdivision plat (if the property is platted).
- ☐ One digital (PDF) copy of subdivision plat (if property is platted).
- ☐ If request is for (i) a portion of a platted lot, or (ii) an un-platted lot, surveyed site boundary dimensions (metes and bounds) and gross acreage determined by licensed surveyor must be provided electronically in Microsoft Word format and in paper copy.
- ☐ Additional information may be requested by the Development Review Team if deemed essential for review and consideration by Planning and Zoning Commission and City Council.
- ☐ Written narrative explaining in detail the proposal.

OFFICE USE ONLY: CASE APPROVED BY:

PLANNING & ZONING COMMISSION:	Yes _____ No _____	DATE: _____
CITY COUNCIL:	Yes _____ No _____	DATE: _____
ADDITIONAL P&Z FEE: _____	RECEIPT #: _____	DATE: _____



Statement of Owner Verification

I, Celene Lounnarath hereby certify that the statements furnished on my
(PLEASE PRINT NAME HERE)

Planning & Zoning Application for Planning & Zoning Case 7.2005 and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

By signing this application, I certify that I am the legal title holder for the property concerned in the application for the above mentioned Planning & Zoning Case.

Compliance with written requirements. No specific use permit shall be granted unless the applicant, owner, and grantee of the specific use permit shall be willing to accept and agree to be bound by and comply with the written requirements of the specific use permit as attached to the site plan drawing (or drawings) and recommendation by the planning and zoning commission and approved by the city council.

I understand that it is necessary for me or my agent to be present at the Planning and Zoning Commission and City Council public meetings to represent this request.

Celene Lounnarath
Applicant Signature

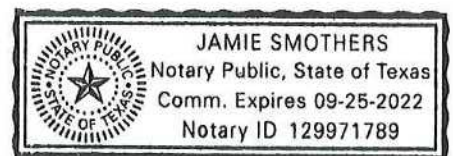
11/17/20
Date

State of Texas
County of Tarrant

Before me, the undersigned authority, on this day personally appeared Celene Lounnarath known to me, or proved to me on the oath of Driver License Verification, or through description to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17 day of November, 20 20
Jamie Smothers
Signature of Notary Public

My commission expires the 25 day of September, 20 20.





Statement of Agent Authorization

I, Celene Lounnarath for Mr. Land, LLC., owner of THE SUBJECT PROPERTY also
(PLEASE PRINT NAME HERE) ADDRESS
known as Block 12, Lot 1R & 7-R of the ORIGINAL TOWN OF WATAUGA Subdivision in the City
of Watauga hereby certify that I have given my permission to JEFF LINDER
AGENT
to act as my agent for zoning, specific use permit, preliminary plat, final plat, or variance/special
exception for said property. As the owner of the aforementioned property, I accept and agree to be
bound by and comply with any written requirements a zoning, specific use permit, preliminary plat, final
plat or variance/special exception of the property.

Celene Lounnarath
Signature of Owner

Celene Lounnarath
Name (Typed or Printed)

11/17/20
Date

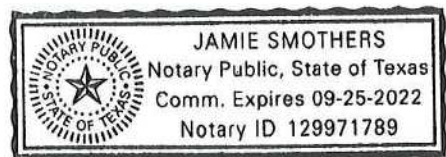
Notary Acknowledgement No. 2: Before me, the undersigned authority, on this day personally
appeared Celene Lounnarath, known to me to be the person whose name is
subscribed to the above and foregoing instrument, and knowledge to me that he/she executed the
same for the purposes and consideration expressed and in the capacity therein stated.

Given under my hand and seal of office on this the 17 day of November, 20 20

Jac Smothers
Notary Public

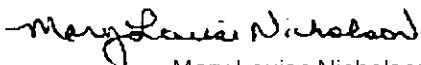
Notary Public in and For the State of Texas

My commission expires the 25 day of September, 20 20



D220162864 7/9/2020 4:02 PM PG 4 Fee: \$31.00 Submitter: CSC ERECORDING SOLUTIONS

Electronically Recorded by Tarrant County Clerk in Official Public Records



Mary Louise Nicholson

GENERAL WARRANTY DEED

PROVIDENCE TITLE COMPANY
GF NO. 102013675

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: July 8, 2020

Grantor: Next One, LLC

Grantor's Address (including County):

4469 Driving Range Rd
Corona, CA 92883
Riverside County

Grantee: Mr. Land, LLC

Grantee's Address (including County):

622 Cobblestone Circle
Mansfield, Texas 76063

Consideration: TEN AND NO/100-----(\$10.00)-----DOLLARS;

and other good and valuable considerations in hand paid by the GRANTEE herein named, the receipt of which is hereby acknowledged;

Property (including any improvements):

5620 Watauga Rd, Watauga, TX 76148 Also known as;

Lot 1R, Block 12, Original Town of Watauga, an addition to the City of Watauga, Tarrant County, Texas, according to the final plat thereof recorded in Clerk's File No. D209225375, Plat Records, Tarrant County, Texas.

and

Lot 7R, Block 12, Original Town of Watauga, an addition to the City of Watauga, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-93, Page 77, Plat Records, Tarrant County, Texas.

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for current year, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

When the context requires, singular nouns and pronouns include the plural.

MADE EFFECTIVE THE DATE FIRST HEREINABOVE SPECIFIED.

Next One, LLC

BY: Zouhir Alsamadi
Zouhir Alsamadi, Manager

BY: Julie Marie Alsamadi
Julie Marie Alsamadi, Manager

ACKNOWLEDGMENT

State of Texas

§
§
§

County of _____

The foregoing instrument was acknowledged before me on this the ____ day of July, 2020 by Zouhir Alsamadi and Julie Marie Alsamadi, Managers of Next One, LLC, on behalf of said entity and in the capacity herein stated.

Notary Public, State of Texas
My Commission Expires:

AFTER RECORDING RETURN TO:
Mr. Land, LLC

PREPARED IN THE LAW OFFICE OF:
Ramsey & Foster, PC
5001 Hwy 287 S. #105
Arlington, TX 76017

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of RIVERSIDE

S.S.

On JULY 8, 2020 before me, EDWARD D. SAUCEDO, Notary Public

Name of Notary Public, Title

personally appeared ZOUHIR ALSAMADI AND

Name of Signer (1)

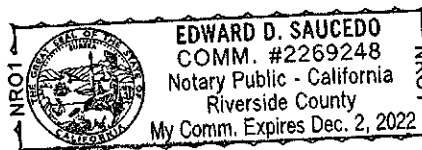
JULIE MARIE ALSAMADI

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Seal

12-02-2022
Signature of Notary Public

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of GENERAL WARRANTY DEED containing 3 pages, and dated JULY 8, 2020.

The signer(s) capacity or authority is/are as:

- ☒ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) _____

Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

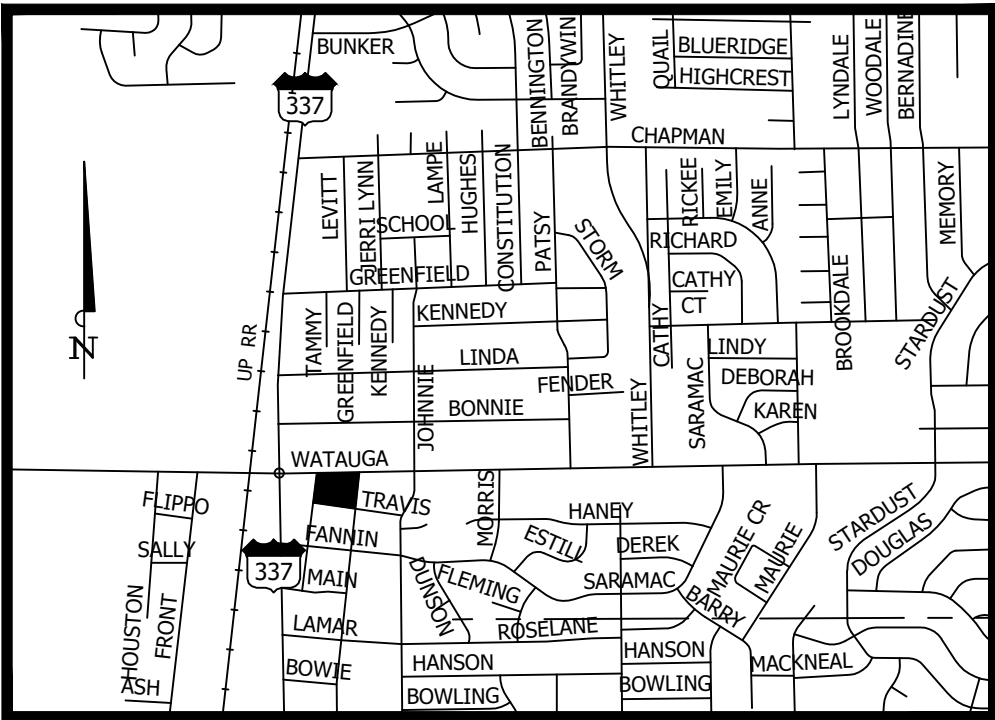
Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____



VICINITY MAP
NOT TO SCALE
WATAUGA, TEXAS

LOT R-1, BLOCK 13
ORIGINAL TOWN OF WATAUGA
INSTRUMENT NUMBER
D186048724
O.P.R.T.C.T.

LOT R-2, BLOCK 13
ORIGINAL TOWN OF
WATAUGA
INSTRUMENT NUMBER
D186048724
O.P.R.T.C.T.

PINE STREET
60' RIGHT-OF-WAY
VOLUME 106, PAGE 25, P.R.T.C.T.

Existing: LB - Local Business
Proposed: GB - General Business

LOT 7-R, BLOCK 12
ORIGINAL TOWN OF WATAUGA
INSTRUMENT NUMBER D174029613
O.P.R.T.C.T.

FOUND 5/8" CAPPED IRON ROD
STAMPED "PROLINE SURVEYING"

PLACE OF BEGINNING
FOUND 1/2" CAPPED IRON ROD
STAMPED "JPH LAND SURVEYING"

WATAUGA ROAD
100' RIGHT-OF-WAY
VOLUME 6719, PAGE 1437 &
VOLUME 6721, PAGE 1230, D.R.T.C.T.

Existing: GB - General Business

LOT 1R, BLOCK 12
ORIGINAL TOWN OF WATAUGA
INSTRUMENT NUMBER D209225375
O.P.R.T.C.T.
MR. LAND, LLC
INSTRUMENT NUMBER D220162864
O.P.R.T.C.T.

TRAVIS STREET
60' RIGHT-OF-WAY
VOLUME 106, PAGE 25, P.R.T.C.T.

PLUM STREET
60' RIGHT-OF-WAY
VOLUME 106, PAGE 25, P.R.T.C.T.

LOT 10, BLOCK 1
ORIGINAL TOWN OF
WATAUGA
VOLUME 106, PAGE 25
P.R.T.C.T.

LEGAL LAND DESCRIPTION

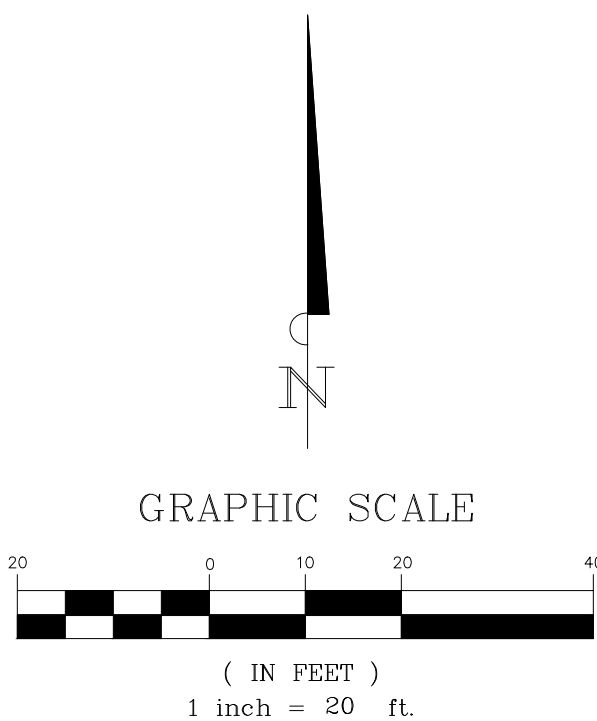
BEING a 1.116 acre (48,629 square feet) tract of land located in the Sara Sawyer Survey, Abstract Number 1424, City of Watauga, Tarrant County, Texas, as described in a General Warranty Deed to Mr. Land, LLC in Instrument Number D220162864, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), same being all of that certain tract of land described as Lot 1R, Block 12, Original Town of Watauga (hereinafter referred to as Lot 1R), an addition to the City of Watauga, Tarrant County, Texas, according to the plat recorded in Instrument Number D209225375, O.P.R.T.C.T., same also being all of that certain tract of land described as Lot 7-R, Block 12, Original Town of Watauga (hereinafter referred to as Lot 7-R), an addition to the City of Watauga, Tarrant County, Texas, according to the plat recorded in Instrument Number D174029613, O.P.R.T.C.T. and being more particularly described, by metes and bounds, as follows:

BEGINNING at a one-half inch iron rod with plastic cap stamped "JPH LAND SURVEYING" found for the Northwest corner of said Lot 1R, same being the intersection of the existing South right-of-way line of Watauga Road (100' right-of-way), as recorded Volume 6719, Page 1437 and Volume 6721, Page 1230, Deed Records, Tarrant County, Texas (D.R.T.C.T.) with the existing East right-of-way line of Pine Street (60' right-of-way), as recorded in Volume 106, Page 24, Plat Records, Tarrant County, Texas (P.R.T.C.T.);

THENCE North 89 degrees 49 minutes 22 seconds East with the common line between said Lot 1R and the existing South right-of-way line of said Watauga Road, a distance of 302.04 feet to a one-half inch iron rod found for the Northeast corner of said Lot 1R, same being the intersection of the existing South right-of-way line of said Watauga Road with the existing West right-of-way line of Plum Street (60' right-of-way), as recorded in Volume 106, Page 25, P.R.T.C.T.;

THENCE South 07 degrees 18 minutes 09 seconds West with the common line between said Lot 1R and the existing West right-of-way line of said Plum Street, a distance of 181.92 feet to a one-half inch iron rod found for the Southeast corner of said Lot 1R, same being the intersection of the existing West right-of-way line of said Plum Street with the existing North right-of-way line of Travis Street (60' right-of-way), as recorded in Volume 106, Page 25, P.R.T.C.T.;

THENCE North 82 degrees 42 minutes 51 seconds West with the common line between said Lot 1R with the existing North right-of-way line of said Travis Street, pass at a distance of 199.68 feet, a five-eighths inch iron rod found at the Southerly Southwest corner of said Lot 1R, same being the Southeast corner of said Lot 7-R, continue with said course, the common line between said Lot 7-R and the existing North right-of-way line of said Travis Street for a total distance of 299.81 feet to a five-eighths inch iron rod with plastic cap stamped "PROLINE SURVEYING" found for the Southwest corner of said Lot 7-R, same being the intersection of the existing North right-of-way line of said Travis Street with the existing East right-of-way line said Pine Street;



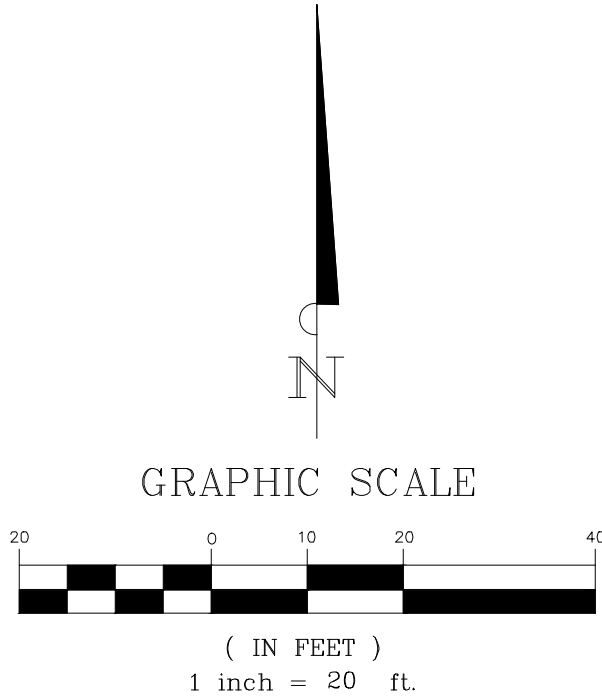
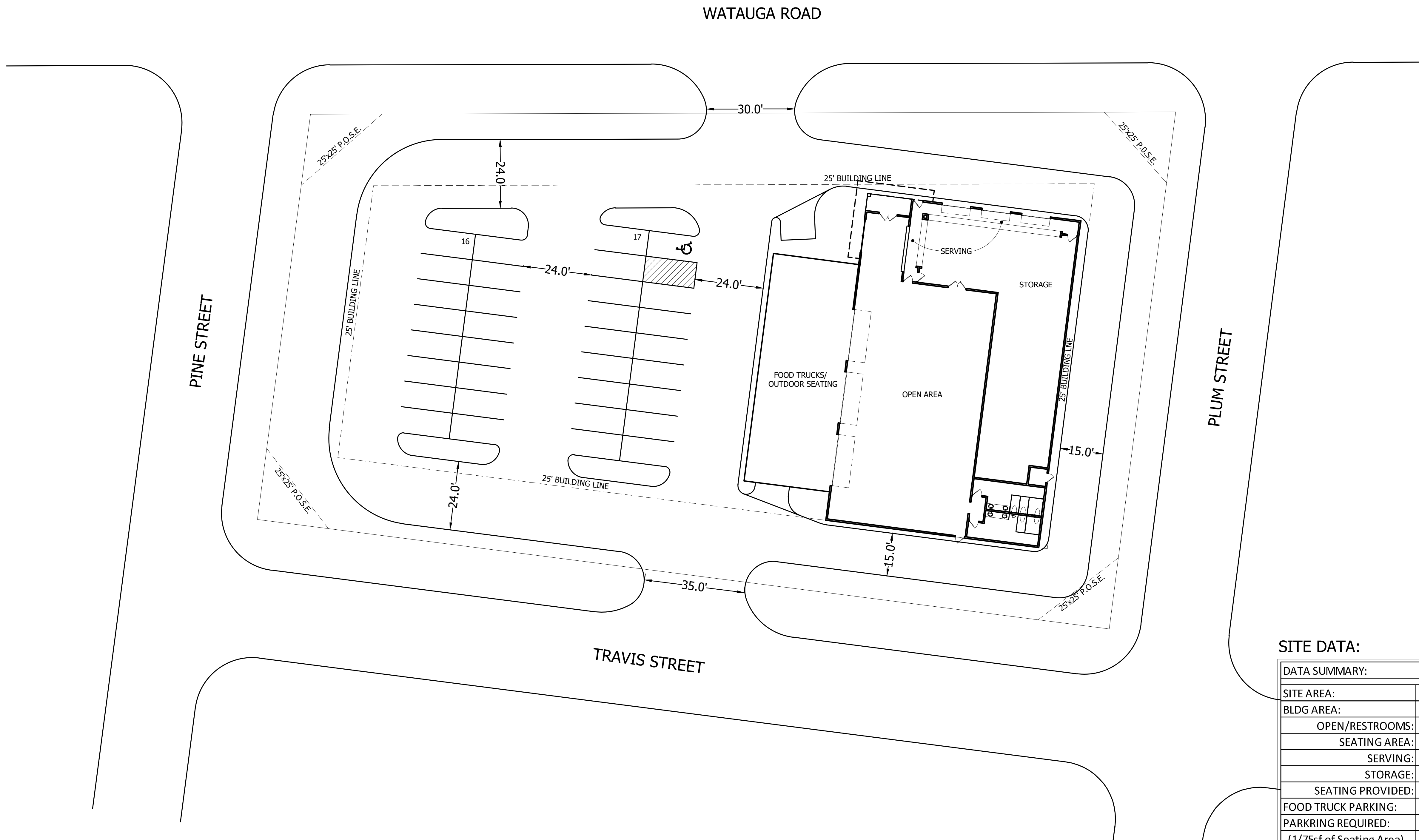
ZONING EXHIBIT:

LOTS 1R AND 7-R, BLOCK 12
1.116 acres out of the
Sara Sawyer Survey, Abstract Number 1424
City of Watauga, Tarrant County, Texas and
Original Town of Watauga, an addition to the City of Watauga,
Tarrant County, Texas, according to the plat recorded in Instrument
Number D209225375, Official Public Records, Tarrant County, Texas
and being a Replat of Lot 7-R, Block 12, Original Town of Watauga, an
addition to the City of Watauga, Tarrant County, Texas, according to
the plat recorded in Instrument Number D174029613, Official Public
Records, Tarrant County, Texas

Preparation Date: November 17, 2020
Revision Date: December 4, 2020
SHEET 1 OF 1

ENGINEER:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
CONTACT: JEFF LINDER
PHONE: 817-842-2094
Jeff@bannistereng.com

OWNER / DEVELOPER:
MR. LAND, LLC
622 COBBLESTONE CIRCLE
MANSFIELD, TEXAS 76063
CONTACT: CELENE LOUNNARATH
PHONE: 682-266-1577



SITE DATA:

DATA SUMMARY:	
SITE AREA:	1.1 ac
BLDG AREA:	8,620 sf
OPEN/RESTROOMS:	3,202 sf
SEATING AREA:	2,000
SERVING:	524 sf
STORAGE:	2,894 sf
SEATING PROVIDED:	100
FOOD TRUCK PARKING:	4
PARKRING REQUIRED:	27
(1/75sf of Seating Area)	
PARKING PROVIDED:	33

Mr. FROZE MARGARITA

5620 WATAUGA ROAD

WATAUGA, TX

PRELIMINARY SITE PLAN

BANNISTER
ENGINEERING

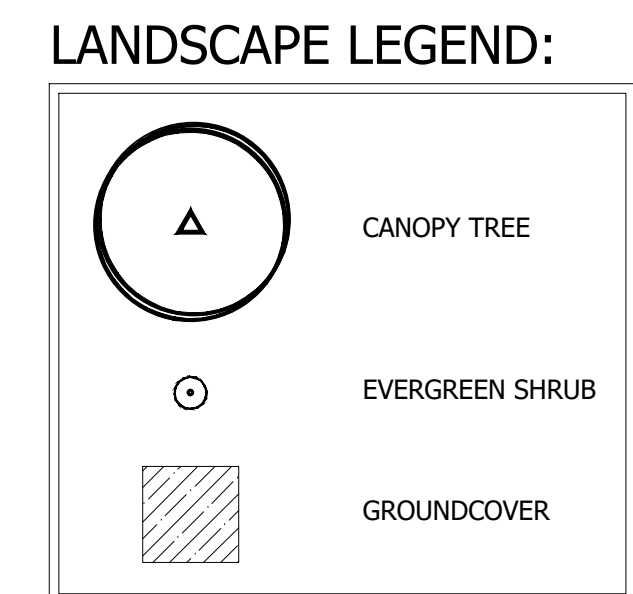
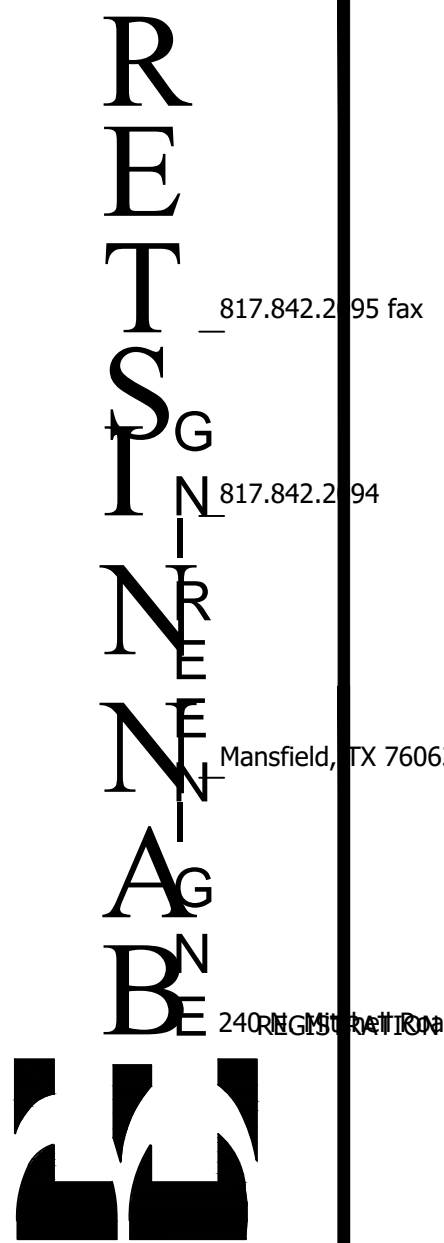
240 N. Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS)

No.	Date	Revision	Description
PROJECT NO.: 9074-20-001			



SHEET NO.

PSP-3



LANDSCAPE CALCULATIONS:	
SITE AREA:	1.1 ac
FRONT AND SIDE YARD	
LANDSCAPE AREA:	34,211sf
LANDSCAPE AREA REQ'D: (15% OF L.S. AREA)	5,131sf
LANDSCAPE AREA PROV'D:	8,543sf
SITE TREES REQ'D: (1 TREE / 1,000sf)	9
SITE TREES PROV'D:	9
PARKING LOT L.S. REQ'D: (90sf / 12 SPACES)	270sf
PARKING LOT L.S. PROV'D:	905sf
SHRUBS REQ'D: (1 SHRUB/50sf)	168
SHRUBS PROV'D:	194
GROUND COVER REQ'D: (10% of L.S. AREA)	835sf
GROUND COVER PROV'D:	905sf

[illegible]



Public Hearing Notice – Zoning Change

December 2, 2020

Dear Property Owner/Resident:

The Planning and Zoning Commission will hold a public hearing to consider an application for zoning change during their regular meeting on Wednesday, December 16, 2020 at 6:30 PM via Videoconference. The City Council will hold a public hearing during their regular meeting on Monday, January 11, 2021 at 6:30 PM in the Council Chamber at Watauga City Hall, 7105 Whitley Road, or via Videoconference.

Z. 20-05: Consider request for a zoning change from Local Business (LB) to General Business (GB) to develop the property for retail sales of frozen margaritas in sealed containers and a mobile food vendor court at 5620 Watauga Road, commonly known as 6200 Pine Street being Lot 7R, Block 12 of the Watauga Addition, located on the south side of Watauga Road east of Denton Highway and west of Plum Street. Mr. Land LLC, owner/applicant.

In accordance with State law, you are receiving this notice due to public records available through Tarrant Appraisal District which reflect you are the owner(s) of one or more parcels within two hundred (200) feet of the subject property. A site map is attached for your information. This notice will serve as public notice for all properties owned in the subject area.

If you wish to provide written comments or documentation to the Commission and Council, please return your information on the attached response form or via email and they will be read into the record for you.

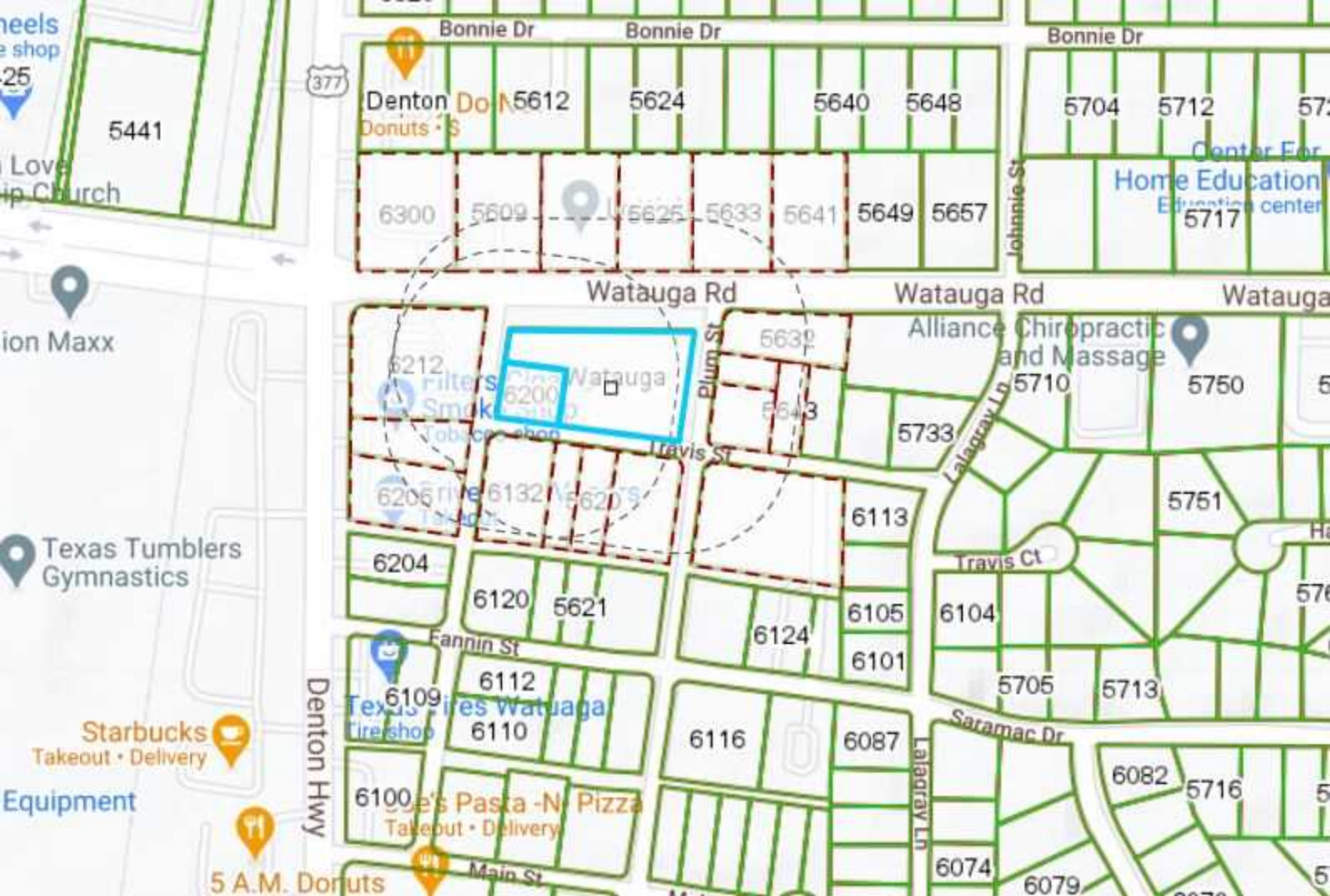
If you have any questions, please contact me at 817-514-5827 or e-mail jgarcia@wataugatx.org.

Sincerely,

A handwritten signature in blue ink that reads "Jeannette Garcia".

Jeannette Garcia
Planning and Zoning Coordinator

City of Watauga
Development Services
7800 Virgil R. Anthony Sr. Blvd.
Watauga, TX 76148
<http://www.wataugatx.org>



To: City of Watauga, Texas

From: _____

(Address of Your Property that Could Be Impacted by this Request)

RE: **Z. 20-05:** Consider request for a zoning change from Local Business (LB) to General Business (GB) to develop the property for retail sales of frozen margaritas in sealed containers and a mobile food vendor court at 5620 Watauga Road, commonly known as 6200 Pine Street being Lot 7R, Block 12 of the Watauga Addition, located on the south side of Watauga Road east of Denton Highway and west of Plum Street. Mr. Land LLC, owner/applicant.

☐

I RECOMMEND APPROVAL OF THE REQUEST

☐

I RECOMMEND DENIAL OF THE REQUEST

Comments: _____

Printed Name

Signature

Date

CASE Z. 20-05

<u>NAME</u>	<u>ADDRESS</u>	<u>RESPONSE</u>
Mr Land LLC Watauga Addition	6200 Pine St Block 12 Lot 7R	_____
Mr Land LLC Watauga Addition	5620 Watauga Rd Block 12 Lot 1R	_____
Mid Enterprises LLC Schellinger, IJ Subdivision	6300 Denton Hwy Block 5 Lot 1R2	_____
Harry Saginaw Schellinger, IJ Subdivision	5609 Watauga Rd Block 5 Lot 1R	_____
Lottie Dominey Holmes Schellinger, IJ Subdivision	5617 Watauga Rd Block 5 Lot 4	_____
Pamela Sue Dewitt Schellinger, IJ Subdivision	5625 Watauga Rd Block 5 Lot 5	_____
Virginia Gilbert Schellinger, IJ Subdivision	5649 Watauga Rd Block 5 Lot 8	_____
Anong & Sam Vongsavath Schellinger, IJ Subdivision	5657 Watauga Rd Block 5 Lot 9	_____
Jay Ganpati Inc Watauga Addition	6212 Denton Hwy Block 13 Lot R1	_____
6208 Denton Hwy LLC Watauga Addition	6200 Denton Hwy Block 13 Lot R2	_____
Tamez Management Systems LLC Watauga Addition	6206 Denton Hwy Block14 Lot 1B, 2B & 3B	<u>Does Object</u>
Javier & Rosa Baeza Watauga Addition	6132 Pine St Block 11 Lot 5 & 6	<u>Mail Returned</u>
Gabriela Uribe Watauga Addition	5618 Travis St Block 11 Lot 4 aka W 45' of lot 4	_____

City of Watauga
Development Services
7800 Virgil R. Anthony Sr. Blvd.
Watauga, TX 76148
<http://www.wataugatx.org>

SS Lim LLC Watauga Addition	5620 Travis St Block 11 Lot 3 & 4A aka E 5' of lot 4	_____
Mario De Hoyos Watauga Addition	6129 Plum St Block 11 Lot 1 & 2	<u>Does Object</u>
Kam Clamon Watauga Addition	6129 Plum St Block 11 Lot 11 & 12	_____
First Baptist Church Watauga Watauga Addition	5632 Watauga Rd Block 1 Lot 6, 7, 8 & 9	_____
First Baptist Church Watauga Watauga Addition	6204 Plum St Block 1 Lot N50' 10-11	_____
First Baptist Church Watauga Watauga Addition	6200 Plum St Block 1 Lot S90' 10-11	_____
First Baptist Church Watauga Watauga Addition	5643 Travis St Block 1 Lot 12A	_____
First Baptist Church Watauga Watauga Addition	5645 Travis St Block 1 Lot 13 & 12B	_____
First Baptist Church Watauga Watauga Addition	6124 Plum St Block 2 Lot 5 thru 9	<u>Does Object</u>

16 Notices were mailed out:

_____ Do Not Object 3 Does Object 12 Did Not Reply _____

***as of January 4, 2021**

1 - Mail Returned - Unable to Forward

To: City of Watauga, Texas

From: Lori L. Tamez owner
Tamez Management Systems LLC, DBA
Ret Haven Rx
(Address of Your Property that Could Be Impacted by this Request)

RE: **Z. 20-05:** Consider request for a zoning change from Local Business (LB) to General Business (GB) to develop the property for retail sales of frozen margaritas in sealed containers and a mobile food vendor court at 5620 Watauga Road, commonly known as 6200 Pine Street being Lot 7R, Block 12 of the Watauga Addition, located on the south side of Watauga Road east of Denton Highway and west of Plum Street. Mr. Land LLC, owner/applicant.

☐

I RECOMMEND APPROVAL OF THE REQUEST

☒

I RECOMMEND DENIAL OF THE REQUEST

Comments: See attached letter

Lori L. Tamez

Printed Name

Lori L. Tamez

Signature

12-8-2020

Date

Tamez Management Systems llc, dba PetHavenRX
6206 Denton Hwy
Watauga, TX 76148
817-656-8544 phone
817-605-8405 fax
Pethavenrx@prodigy.net e-mail

City of Watauga Development Services
7800 Virgil R. Antony Sr. Blvd.
Watauga, TX 76148

Date: 12-8-2020

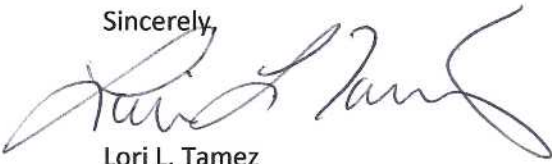
Subject: Zoning Change Z. 20-05, 5620 Watauga RD.

I am recommending denial of the request for a zoning change for the property located at 5620 Watauga Road. The reason I am requesting that city turns this request down is we don't need to be selling frozen margaritas and having food trucks at this location. This location is located within 200 feet of a child day care center and a church which holds private school classes two days a week. The currently TABC recommends that there be no sale of alcoholic beverages to be sold within 300 feet, of these types of organizations (see attachment A). Plus, the noise and smell from the trash from this type of business will be an issue for the residential properties that are located directly behind this property on Travis Street.

Also, this location is wrong for this type of business because it would be located to close to the intersection of Hwy 377 and Watauga Road. This type of business located that close to this intersection would cause traffic issues and we already have enough issues on this corner with the trains.

This business would bring in other issues as well, such as the homeless begging for food and money. We already are having issues with them now. For example: I have had their liquor and beer bottles thrown at the back of my building causing us to do a major cleanup of our parking lot from broken glass, and the current issues that we are having with the two vapor shops is we are finding drug paraphernalia in our parking lots, along with trash, and they urinating on the buildings which is a health issue. A good example is the pictures taken of this property on Sunday, December 5, 2020, there were 36 empty whiskey bottles thrown onto this property (see attachment B and C). This could also, caused increased work load for our local police department trying to ensure that people aren't drinking and driving.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lori L. Tamez', written over a horizontal line.

Lori L. Tamez

Owner Pet Haven

After a license or permit is issued, does the TABC have the authority to cancel or suspend the license or permit?

How long does it usually take to obtain a license or permit to sell alcoholic beverages?

How far away does a location that sells alcohol need to be from a church or school?

This is what the Texas Alcoholic Beverage Code allows city councils or county commissioners to do:

- Adopt a local ordinance prohibiting the sale of alcoholic beverages within 300 feet of a public or private school, church and/or public hospital. The distance from a school can be increased to 1,000 feet under certain circumstances. Code Section 109.33 specifies how the distance should be measured.
- Adopt ordinances requiring a 300-foot distance between certain types of permits and day-care centers or child-care facilities. See Code Section 109.331.

Local governments are not required to have these ordinances (the statute is merely permissive) and are free to grant variances as they see fit. If the city or county has not adopted such an ordinance, then there is no requirement that a location selling alcoholic beverages must be any specific distance from a church, school, public hospital, daycare center or child care facility.

Attachment: A

A t t a c h m e n t B



A Hachment C



To: City of Watauga, Texas FBC Watauga

From: 6124 Plum St

Watauga, TX 76148

(Address of Your Property that Could Be Impacted by this Request)

RE: **Z. 20-05:** Consider request for a zoning change from Local Business (LB) to General Business (GB) to develop the property for retail sales of frozen margaritas in sealed containers and a mobile food vendor court at 5620 Watauga Road, commonly known as 6200 Pine Street being Lot 7R, Block 12 of the Watauga Addition, located on the south side of Watauga Road east of Denton Highway and west of Plum Street. Mr. Land LLC, owner/applicant.

☐

I RECOMMEND APPROVAL OF THE REQUEST

☒

I RECOMMEND DENIAL OF THE REQUEST

Comments: Not excited about an alcohol vendor
next door to the church and daycare

Pennys Hester

Printed Name

Dani Hester

Signature

Pastor

12/8/2020

Date

DX



TEXAS
7105 Whitley Road • Watauga, TX 76148

RECEIVED
DEC 16 2020
BY:

NORTH TEXAS TX 750
3 DEC 2020 PM 8 L
NEOPOST
12/03/2020
FIRST-CLASS MAIL
US POSTAGE \$000.50
ZIP 76148
041M11467711



NSN

Javier & Rosa Baeza
6132 Denton Hwy
Watauga TX 76148-3044

NIXIE 755 DE 1 0512/10/20
RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD
SC: 76148202405 *2834-00108-03-44

NSN
76148-301932
76148-301932

To: City of Watauga, Texas

From: Horizon Kidz Too
6129 Plum Street

(Address of Your Property that Could Be Impacted by this Request)

RE: **Z. 20-05:** Consider request for a zoning change from Local Business (LB) to General Business (GB) to develop the property for retail sales of frozen margaritas in sealed containers and a mobile food vendor court at 5620 Watauga Road, commonly known as 6200 Pine Street being Lot 7R, Block 12 of the Watauga Addition, located on the south side of Watauga Road east of Denton Highway and west of Plum Street. Mr. Land LLC, owner/applicant.

☐

I RECOMMEND APPROVAL OF THE REQUEST

☒

I RECOMMEND DENIAL OF THE REQUEST

Comments: _____

Heidi Masley

Printed Name

Heidi Masley

Signature

12/21/2020

Date

City of Watauga
Development Services
7800 Virgil R. Anthony Sr. Blvd.
Watauga, TX 76148
<http://www.wataugatx.org>

received
1/4/2021

**Owners within 200 feet
of Subject Property-6200 Pine St**

Owner	Owner_Address	Owner_City State	Owner_Zip	Situs_Address
Mr Land LLC	622 Cobblestone Circle	Mansfield TX	76063	6200 Pine St
Mr Land LLC	622 Cobblestone Circle	Mansfield TX	76063	5620 Watauga Rd
Mid Enterprises LLC	340 Old Mill Rd No. 109	Santa Barbara CA	93110	6300 Denton Hwy
Harry Saginaw	4008 Shorecrest Dr	Dallas TX	75209-1718	5609 Watauga Rd
Lottie Dominey Holmes	5617 Watauga Rd	Watauga TX	76148-3064	5617 Watauga Rd
Pamela Sue Dewitt	5625 Watauga Rd	Watauga TX	76148-3073	5625 Watauga Rd
Virginia Gilbert	5649 Watauga Rd	Fort Worth TX	76148-3066	5649 Watauga Rd
Anong & Sam Vongsavath	2229 Virginia Ave	Haslet TX	76052	5657 Watauga Rd
Jay Ganpati	6805 Matador Ranch Rd	N Richland Hills TX	76182	6212 Denton Hwy
6208 Denton Hwy LLC	229 Ranch Rd	Rhome TX	76078	6200 Denton Hwy
Tamez Management Systems LLC	4745 Sunset Circle S	Fort Worth TX	76244-7240	6206 Denton Hwy
Javier & Rosa Baeza	6132 Denton Hwy	Watauga TX	76148-3044	6132 Pine St
Gabriela Uribe	5618 Travis St	Watauga TX	76148	5618 Travis St
SS Lim LLC	5401 Chatsworth Ln	Keller TX	76244	5620 Travis St
Mario De Hoyos dba Horizon Kidz	6129 Plum St	Watauga TX	76148-3051	6129 Plum St
Kam Clamon	8229 Painted Tree Tr	Fort Worth TX	76131-4562	6129 Plum St
First Baptist Church Watauga	6124 Plum St	Watauga TX	76148-3050	5632 Watauga Rd
First Baptist Church Watauga	6124 Plum St	Watauga TX	76148-3050	6204 Plum St
First Baptist Church Watauga	6124 Plum St	Watauga TX	76148-3050	6200 Plum St
First Baptist Church Watauga	6124 Plum St	Watauga TX	76148-3050	5643 Travis St
First Baptist Church Watauga	6124 Plum St	Watauga TX	76148-3050	5645 Travis St
First Baptist Church Watauga	6124 Plum St	Watauga TX	76148-3050	6124 Plum St



PLANNING AND ZONING COMMISSION

RECOMMENDATION TO COUNCIL

PLANNING AND ZONING MEETING: December 16, 2020

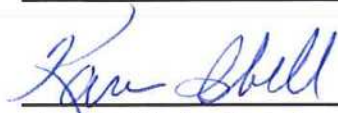
PLANNING AND ZONING CASE NO: Planning & Zoning Case Z. 20-05

Consider request for a zoning change from Local Business (LB) to General Business (GB) to develop the property for retail sales and a mobile food vendor court at 5620 Watauga Road, commonly known as 6200 Pine Street being Lot 7R, Block 12 of the Watauga Addition, located on the south side of Watauga Road east of Denton Highway and west of Plum Street. Mr. Land LLC, owner/applicant.

RECOMMEND APPROVAL OR DENIAL:
APPROVAL ✓ DENIAL

COMMENTS:

(REQUIRED FOR DISAPPROVALS)


Karen Isbell - Secretary


Larry Clark - Chairman

LEN, VP; WAYNE HAMILTON, VP; DAVID L. READING, ASSISTANT SECRETARY.

Application has been made with the Texas Alcoholic Beverage Commission for a MB Mixed Beverage Restaurant Permit with Food and Beverage Certificate, and PE Beverage Cartage Permit by HPT TRS MRP, Inc. and Sonesta International Hotels Corporation d/b/a/ Sonesta Select Fort Worth, 3751 NE Loop 820, Fort Worth, TX 76137. HPT TRS MRP, Inc.: Adam D. Portnoy - Director; John G. Murray - Director, President, CEO; Jennifer B. Clark - Secretary; Brian E. Donley - CFO & Treasurer; Todd W. Hargreaves - VP, CIO; and Jacquelyn S. Anderson - Asst. Sect'y. Sonesta International Hotels Corporation: Adam D. Portnoy - Director; John G. Murray - Director; Jennifer B. Clark - Director, Secretary; Carlos R. Flores - President,

**NOTICE OF PUBLIC HEARINGS
CITY COUNCIL
VIDEOCONFERENCE MEETING
AND PUBLIC HEARING
MONDAY, JANUARY 11, 2021
6:30 P.M.**

Notice is hereby given of a public hearing scheduled for Monday, January 11, 2021 at 6:30 p.m. during the regular City Council Videoconference meeting, for the purpose of hearing the following cases:

Z. 20-04: Consider recommendation for a Future Land Use Map revision from "Local Office/Retail/Commercial" to "Medium Density Residential" and consider request for a zoning change from (SF-6) Single Family to (PD) Planned Development, commonly known as 5900 Bursey Road, being Lots 1, 2 and 3, Block 1 of the Huffman Addition. The subject property zoned (SF-6) Single Family, is located on the south side of Bursey Road east of Whitley Road and west of Indian Springs Road. The Planned Development (PD) is proposed to be subdivided into 61 lots for single family residential townhomes. Clarence Huffman, owner. David Washington Jr., applicant/agent.

Z. 20-05: Consider request for a zoning change from Local Business (LB) to General Business (GB) to develop the property for retail sales and a mobile food vendor court at 5620 Watauga Road, commonly known as 6200 Pine Street being Lot 7R, Block 12 of the Watauga Addition, located on the south side of Watauga Road east of Denton Highway and west of Plum Street. Mr. Land LLC, owner/applicant.

Instructions will be included on the City's website no later than Friday, January 8, 2021 for signing into the meeting and registering to provide public testimony during the public hearing. Opportunities for public testimony during the public hearing will only be available by videoconference. Members of the public desiring to provide written comments will also be provided with instructions on how to submit those comments. Published on Monday, December 21, 2020, in the Star Telegram, Legal Notices Section.

I, Andrea Gardner, City Secretary for the City of Watauga, Texas, hereby certify that this notice was posted on the official bulletin board at City Hall, 7105 Whitley Road, Watauga, Texas, on Monday, December 21, 2020 before 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code.

/s/ Andrea Gardner
City Secretary

**NOTICE OF REQUEST FOR
QUALIFICATIONS/PROPOSALS**

1. Trinity Basin Preparatory, Inc. (TBP) is bidding a contract for design and construction services. TBP is soliciting requests for qualifications and proposals (RFQ/RFP) for Design Build Services for design and construction of new approximately 50,000 square foot school facility at 412 W. Bolt St., Fort Worth, Texas.
2. Est. Project Cost: \$10,000,000 to \$12,000,000.
3. RFQ/RFP is available via email request to bbates@trinitybasin.net.
4. Qualification submissions are due by Wednesday, January 20, 2021, by 12:00 p.m. at 2730 N. State Hwy 360, Grand Prairie, Texas 75050, where they will be opened.
5. For the finalists selected, the due date for Proposals is TBD.
6. TBP reserves the right to reject any and all Submissions.
7. Minority/woman-owned businesses are encouraged to participate in this proposal process.

**NOTICE OF SALE OF
STATE REAL PROPERTY**

Sealed bids covering the sale of the State's interest in approximately 4.934 acre(s) of land located at 503 NE Big Bend Trail, Glen Rose, Somervell, Texas, may be mailed to the attention of District Engineer Carl L. Johnson, P.E., Texas Department of Transportation, 2501 SOUTHWEST LOOP 820 FORT WORTH, TX 76133 or brought to the TxDOT office at 2501 SOUTHWEST LOOP 820 FORT WORTH, TX 76133. Bids on the required, unaltered form must be received in the hands of the District Engineer before 5:00 PM on January 18, 2021. The bids opening will occur virtually at 1:00 PM on January 19, 2021. The envelope shall be marked "BID ON SALE OF STATE REAL PROPERTY, January 19, 2021. Do Not Open" or TxDOT does not bear any responsibility for prematurely opened bids. Bidders or authorized agents are invited to inspect the property on the ground and to be present at the public opening of bids at the above place and time. THE STATE WILL TRANSFER ALL OF ITS RIGHT, TITLE, AND INTEREST, EXCLUDING OIL, GAS, SULPHUR, AND OTHER MINERALS, IN THE REAL PROPERTY TO THE SUCCESSFUL BIDDER IN AN "AS IS" CONDITION WITHOUT ANY WARRANTY OF TITLE, WARRANTY OF MERCHANTABILITY, OR WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE. The

checks or all unsuccessful bidders will be returned after submission of the staff recommended successful bid to the Texas Transportation Commission. The State reserves the right to reject any and all bids. For permission to inspect the property, for required bid forms (including a property description and recording information) or for additional information contact Peter Mousa at 512-416-2103.

NOTICE

TO THE REGISTERED OWNERS AND/OR LIENHOLDERS OF THE FOLLOWING DESCRIBED MOTOR VEHICLES SCHEDULED TO BE SOLD AT THE NEXT ASSIGNED PUBLIC AUCTION.

YEAR	MAKE	MODEL	VIN NUMBER
2000	ACURA	4DR	19UUA5668YA031589
2003	AUDI	4DR	WAULC68E53A210418
2006	BMW	4DR	WBXPA93496W/G83357
2008	BMW	4DR	WBAVA37518NL57205
1997	BUICK	4DR	1G4HP52K5VH416866
1998	BUICK	2DR	1G4GD2214W4708818
1998	BUICK	4DR	2G4WB52K7W1480112
2012	CADILLAC	4DR	1G6DP5E35C0126312
2001	CADILLAC	4DR	1G6KS54Y41U128433
2010	CHEVROLET	4DR	1G1ZB5EB5AF231492
2007	CHEVROLET	4DR	KL1TD566X7B118444
2001	CHEVROLET	2DR	1GCHC24G41E239603
2009	CHEVROLET	2DR	1G1AT18H897196567
2011	CHEVROLET	2DR	1GCRCRA1BZ226499
2010	CHEVROLET	4DR	1G1ZB5EB3AF114140
2002	CHEVROLET	4DR	1GND513S322464087
2006	CHEVROLET	4DR	3GND423P26S648662
2008	CHEVROLET	4DR	1G1AL58F287247209
2001	CHEVROLET	4DR	1GNEK13T01R111664
2011	CHEVROLET	4DR	1G1ZD5E10BF246808
1995	CHEVROLET	4DR	2G1WL52M6S9268342
2004	CHEVROLET	4DR	1GND53S742420497
2003	CHEVROLET	4DR	3GNFK16Z13G244330
2007	CHEVROLET	4DR	2G1WT58K579241002
2003	CHEVROLET	4DR	2G1WF52E539318813
2012	CHRYSLER	2DR	1C3BCBEB6CN190999
2012	DODGE	4DR	1C3CDWDA0CD510373
1999	DODGE	2DR	1R7HC16X4X5128700

CITY OF WATAUGA, TEXAS
ORDINANCE NO. 2021-007

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AUTHORIZING A ZONING MAP AMENDMENT TO THE ZONING ORDINANCE AFFECTING THE PROPERTY LOCATED IN WATAUGA ADDITION, LOT 7R, BLOCK 12, COMMONLY KNOWN AS 6200 PINE STREET, FROM LOCAL BUSINESS (LB) TO GENERAL BUSINESS (GB); AS DESCRIBED IN PLANNING AND ZONING CASE Z.20-05 TO MR. LAND LLC AS THE APPLICANT AND OWNER OF PROPERTY; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, Mr. Land LLC owns the Property addressed as 6200 Pine St., commonly known as a portion of 5620 Watauga Rd., located in the City of Watauga, Tarrant County, Texas, such real property being more particularly described in **Exhibit “A”** attached hereto and fully incorporated herein for all purposes; and

WHEREAS, the Property is presently zoned with the classification of Local Business (LB) district pursuant to Ordinance No. 1658 adopted on April 23, 2018; and

WHEREAS, under Section 115 of the City of Watauga Code of Ordinances, the City of Watauga, Texas has adopted a comprehensive Zoning Code providing for the development of the City (hereinafter “Zoning Code”); and

WHEREAS, the City Council, pursuant to Section 115-33(a), by an affirmative vote and after public hearing and proper notice to all parties affected have been made, and after recommendations from the Planning and Zoning Commission that the use is in general conformance with the master plan of the city; and

WHEREAS, the Owner of the Property has made proper application to the Planning and Zoning Commission, in accordance with Section 115-33(h), to change the zoning classification of the Property from Local Business (LB) to General Business (GB); (**Exhibit “B”** attached hereto and fully incorporated herein for all purposes); and

WHEREAS, such application, and the required accompanying Site Plan, was presented to and approved by the Planning and Zoning Commission as Planning and Zoning Case Z.20-05 on December 16, 2020, (**Exhibit “C”** attached hereto and fully incorporated herein for all purposes); and

WHEREAS, written notice of the Planning Zoning public hearing on the proposed changes was sent to all owners of property, or to the person rendering the same for city taxes, affected by such proposed changes of classification, and to all owners of property, or to the person rendering the same for city taxes located within 200 feet of the Property affected thereby, in accordance with Section 115-35(c)(3)(b) (**Exhibit “D”** attached hereto and fully incorporated herein for all purposes); of the 16 notices sent, 1 was returned unable to forward, 12 did not reply and 3 did object; and

WHEREAS, the City of Watauga Planning and Zoning Commission have issued a recommendation regarding the zoning classification of Property (**Exhibit “E”** attached hereto and fully incorporated herein for all purposes), and

WHEREAS, the City of Watauga published, in its designated newspaper of general circulation, legal notice of the public hearing and the consideration of the application for zoning change for the Property and provided all notices as required by law to adjacent property owners (**Exhibit “F”** attached hereto and fully incorporated herein for all purposes); and,

WHEREAS, the City Council of the City of Watauga, Texas has considered the application and the materials presented referenced herein and now deems it appropriate to grant such requested map amendment to the zoning classification.

NOW, THEREFORE, BE IT ORDAINED 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.

II.

The zoning classification of the Property is hereby amended from Local Business (LB) to General Business (GB).

III.

The Zoning District Map of City of Watauga, Texas shall be revised and amended to show the zoning classification of the Property as provided in Section II hereof, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the changes.

IV.

This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Watauga, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances, except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance(s) are hereby repealed. However, to the extent this Ordinance represents any deviation from the 2016 Future Land Use Plan of the City of Watauga City Comprehensive Plan; such map is hereby amended to conform to this Ordinance.

V.

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

VI.

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

VII.

This Ordinance 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 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, the _____ day
of _____, 2021.

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: December 17, 2020

TO: Honorable City Council Members

FROM: Randy Richards, Building Official
Paul Hackleman, Director of Public Works

SUBJECT: **Planning and Zoning Case Z. 20-04:** Conduct a Public Hearing, discuss and consider action on two ordinances, the first being an Ordinance by the City Council of the City of Watauga, Texas approving a future land use map amendment affecting 4.8666 acres out of the Mansel W. Wilmeth Survey, Abstract No. 1621 located in Huffman Addition, Lots 1, 2 and 3, Block 1 addressed as 5900 Bursey Road, and changing the future land use map from Local Office/Retail/Commercial to Medium Density Residential; providing for repeal; providing for severability; providing a penalty; providing an effective date; and containing other provisions related to the subject. This ordinance is to be considered with a recommendation of approval by the Planning and Zoning Commission. The second being an Ordinance by the City Council of the City of Watauga, Texas changing the zoning classification of Lots 1, 2 and 3, Block 1, in the Huffman Addition, addressed as 5900 Bursey Road, from single family (SF-6) to planned development (PD) "Bursey Road Townhomes"; describing said land; regulating and restricting the development and use of property within such planned development (PD) district; amending the Zoning District Map of the City; providing for repeal; providing for severability; providing a penalty; providing an effective date; and containing other provisions relating to the subject. This ordinance is to be considered with a recommendation of approval by the Planning and Zoning Commission. The subject property is currently zoned (SF-6) Single Family and is located on the south side of Bursey Road, east of Whitley Road and west of Indian Springs Road. The Planned Development (PD) proposes the property be subdivided into 61 lots for use to construct single family residential townhomes. Clarence Huffman, owner. David Washington Jr., applicant/agent.

BACKGROUND/INFORMATION:

The Public Hearing Notice for the City Council Meeting was duly posted and published by the City Secretary's Office on December 21, 2020 in the Fort Worth Star Telegram.



AGENDA MEMORANDUM

Written notice of the public hearing on the proposed changes was sent to all owners of property, or to the person rendering the same for city taxes, affected by such proposed changes of classification, and to allow all owners of property within 200 feet of the Property affected thereby an opportunity to comment, in accordance with Section 115-35 (c)(3)(b) and Section 115-35(c)(3)(d3).

The written responses from the citizens both inside and beyond the 200 feet zone were attached to the Planning and Zoning (P&Z) 20-04 Case and may be reviewed within that P&Z Agenda Packet from December 16, 2020. All written responses received too late to include electronically on the P&Z Agenda Packet were hand delivered to the P&Z Commissioners and attached to this Council Agenda item for your review.

Upon completion of the December 16, 2020 Planning and Zoning Public Hearing, the Planning Commission voted to recommend Future Land Use Map revision from "Local Office/Retail/Commercial" to "Medium Density Residential" and consider request for a zoning change from (SF-6) Single Family to (PD) Planned Development, commonly known as 5900 Bursey Road, being lots 1, 2 and 3, Block 1 of the Huffman Addition.

FINANCIAL IMPLICATIONS:

NA

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends consideration of the Planning and Zoning Commission's recommendation for approval to amend the future land use map from Local Office/Retail/Commercial to Medium Density Residential by approving Ordinance No. 2021-008 and approve Ordinance No. 2021-009, rezoning the property from SF-6 (Single Family) to (PD) Planned Development.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Star Telegram - OrderConf - 2020-11-24T093651.463
2. CC PH Notice Details - Star Telegram - Published 12212020
3. P&Z Recommendation to City Council - Z. 20.04.docx
4. Location Map - Future Land Use Map - Comprehensive Plan
5. Exhibit "A" - 5900 Bursey Rd - Warranty Deed - 1994
6. Bursey Road Townhomes - 201210 Zoning Narrative
7. Planning & Zoning Application
8. Statements - Owner and Agent
9. Exhibit "B" - 201214 Bursey Road Townhomes - PD Site Plan
10. Exhibit "C" - 201214 Bursey Road Townhomes - PD Landscape Plan
11. Exhibit "D" - 201210 Development Schedule



AGENDA MEMORANDUM

12. Huffman Addition - Final Plat
13. Location Map - Zoning Map
14. MAILED - Z. 20-04 - Public Hearing Notice - P&Z - 12162020
15. 5900 Bursey Rd_200 foot labels final
16. Bursey Road Townhomes Design Standards
17. 2021.01.07 5900 Bursey Road Ord
18. 2021.1.7 FLUM Ordinance No#Z.20-04

REVIEWED BY:

Karrie Marling, Legal

George Hyde, Legal

Paul Hackleman, Director of Public Works

Andrea Gardner, City Manager

Approved as to form for inclusion on Agenda

Approved - 1/8/2021

Approved - 1/8/2021

Approved - 1/8/2021

Final Approval - 1/8/2021

Star-Telegram MEDIA

Arlington Citizen-Journal | The Keller Citizen | La Estrella
Mansfield News-Mirror | Star-Telegram Northeast | Weatherford Star-Telegram
star-telegram.com | 808 Throckmorton St. | Ft Worth, Tx. 76102-6315

Order Confirmation

Customer

CITY OF WATAUGA

Customer Account

600616

Customer Address

7105 WHITLEY RD
FORT WORTH TX 761482024 USA

Customer Phone

817-281-8047

Customer Fax**Sales Rep**

clopez@star-telegram.com

Payor Customer

CITY OF WATAUGA

Payor Account

600616

Payor Address

7105 WHITLEY RD
FORT WORTH TX 761482024 USA

Payor Phone

817-281-8047

Customer EMail**Order Taker**

agrisham@mcclatchy.com

PO Number

Legal Notice

Payment Method

Invoice

Blind Box**Tear Sheets**

0

Proofs

0

Affidavits

1

Net Amount

\$127.32

Tax Amount

\$0.00

Total Amount

\$127.32

Payment Amount

\$0.00

Amount Due

\$127.32

Ad Order Number

0004834584

Order Source**Ordered By**

Raquel Guajardo

Special Pricing**Invoice Text****Promo Type****Package Buy****Materials**

Ad Order Information

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0004834584-01	FTW-Legal Liner	AdBooker	

<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u>	<u>Pick Up</u>
		No	

<u>Ad Size</u>	<u>Color</u>
1 X 78 li	

<u>Product</u>	<u>Placement</u>	<u>Times Run</u>	<u>Schedule Cost</u>
FTW- Star-Telegram	0300 - Legals Classified	1	\$112.32

<u>Run Schedule Invoice Text</u>	<u>Position</u>
NOTICE OF PUBLIC HEARINGS CITY COUNCIL	0301 - Legals & Public Notices

<u>Run Dates</u>
12/21/2020

<u>Product</u>	<u>Placement</u>	<u>Times Run</u>	<u>Schedule Cost</u>
FTW-Upsell ST.Com	0300 - Legals Classified	1	\$15.00

<u>Run Schedule Invoice Text</u>	<u>Position</u>
NOTICE OF PUBLIC HEARINGS CITY COUNCIL	0301 - Legals & Public Notices

<u>Run Dates</u>
12/21/2020

NOTICE OF PUBLIC HEARINGS
CITY COUNCIL
VIDEOCONFERENCE MEETING
AND PUBLIC HEARING
MONDAY, JANUARY 11, 2021
6:30 P.M.

Notice is hereby given of a public hearing scheduled for Monday, January 11, 2021 at 6:30 p.m. during the regular City Council Videoconference meeting, for the purpose of hearing the following cases:

Z. 20-04: Consider recommendation for a Future Land Use Map revision from "Local Office/Retail/Commercial" to "Medium Density Residential" and consider request for a zoning change from (SF-6) Single Family to (PD) Planned Development, commonly known as 5900 Bursey Road, being Lots 1, 2 and 3, Block 1 of the Huffman Addition. The subject property zoned (SF-6) Single Family, is located on the south side of Bursey Road east of Whitley Road and west of Indian Springs Road. The Planned Development (PD) is proposed to be subdivided into 61 lots for single family residential townhomes. Clarence Huffman, owner. David Washington Jr., applicant/agent.

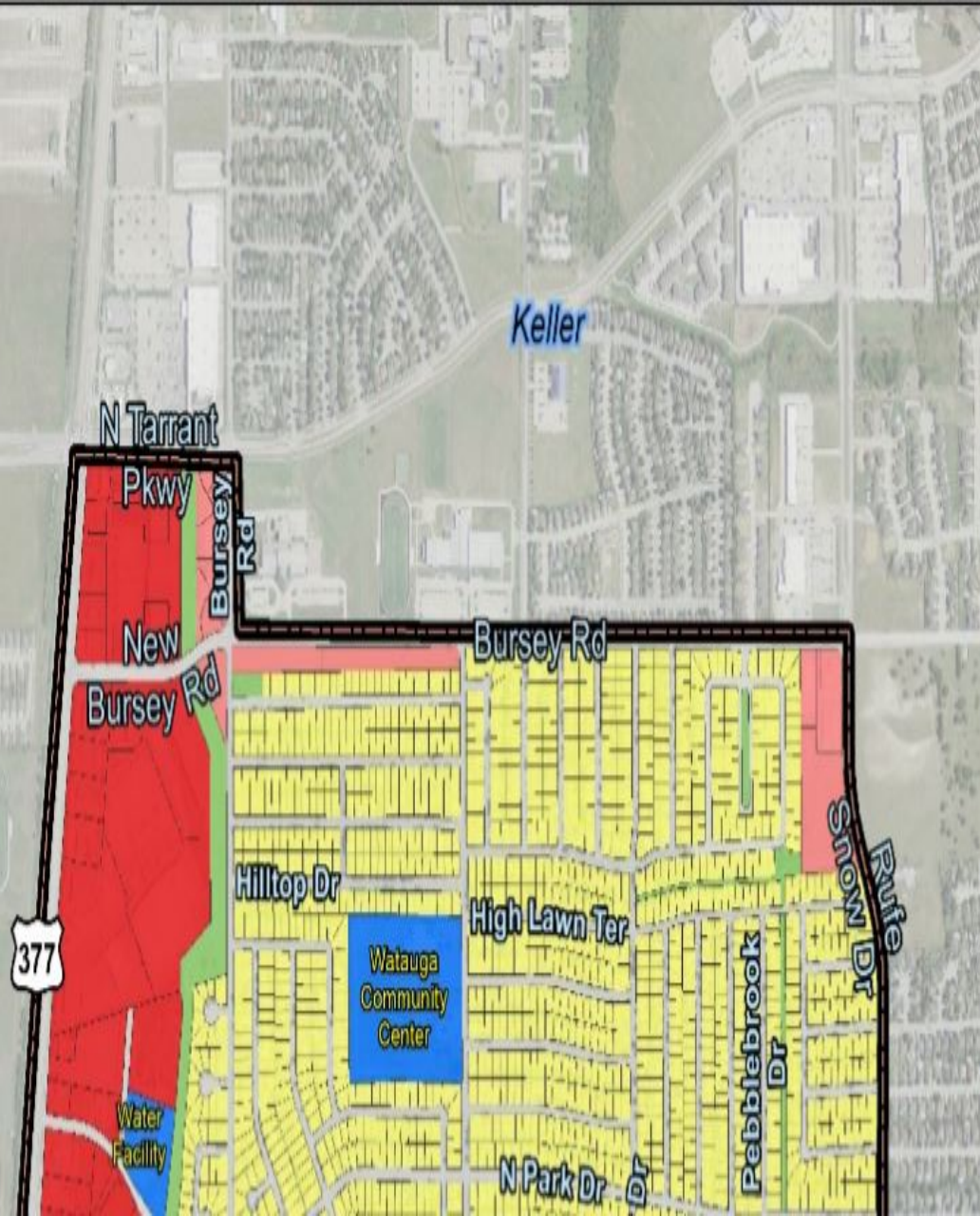
Z. 20-05: Consider request for a zoning change from Local Business (LB) to General Business (GB) to develop the property for retail sales and a mobile food vendor court at 5620 Watauga Road, commonly known as 6200 Pine Street being Lot 7R, Block 12 of the Watauga Addition, located on the south side of Watauga Road east of Denton Highway and west of Plum Street. Mr. Land LLC, owner/applicant.

Instructions will be included on the City's website no later than Friday, January 8, 2021 for signing into the meeting and registering to provide public testimony during the public hearing. Opportunities for public testimony during the public hearing will only be available by videoconference. Members of the public desiring to provide written comments will also be provided with instructions on how to submit those comments. Published on Monday, December 21, 2020, in the Star Telegram, Legal Notices Section.

I, Andrea Gardner, City Secretary for the City of Watauga, Texas, hereby certify that this notice was posted on the official bulletin board at City Hall, 7105 Whitley Road, Watauga, Texas, on Monday, December 21, 2020 before 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code.

/s/ Andrea Gardner
City Secretary

Future Land Use City of Watauga. Texas



GF No. BH225792DKD

WARRANTY DEED WITH VENDOR'S LIEN

Date: October 14, 1994

Grantor: Clarence Huffman

Grantor's Mailing Address (including county):

6537 Meadow Lakes Drive
N. Richland Hills, Tarrant County, Texas 76180

Grantee: SSM Investments, Inc.

Grantee's Mailing Address (including county):

2424 Rogers
Fort Worth, Tarrant County, Texas 76109

Consideration: TEN AND NO/100 DOLLARS (\$10.00), other good and valuable consideration, and a Note of even date that is in the principal amount of \$90,000.00 executed by Grantee, payable to the order of Overton Bank and Trust. The Note is secured by a Vendor's Lien retained in favor of Overton Bank and Trust in this Deed and by a Deed of Trust of even date from Grantee to Mark L. Jones, Trustee.

Property (including any improvements):

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL INTENTS AND PURPOSES.

Reservations from and Exceptions to Conveyance and Warranty:

1. Easement from Burt Pipkin to Gulf Pipe Line Co., dated January 14, 1927, recorded in Volume 949, Page 357, Deed Records, Tarrant County, Texas.
2. Easement transferred to Continental Pipe Line Co. recorded in Volume 3068, Page 295, Deed Records, Tarrant County, Texas.
3. Easement transferred to Utilities Pipe Line Co. recorded in Volume 5897, Page 736, Deed Records, Tarrant County, Texas.
4. Easement transferred to Amber Pipe Line Co. recorded in Volume 7295, Page 957, Deed Records, Tarrant County, Texas, partial release recorded in Volume 8243, Page 1365, Deed Records, Tarrant County, Texas.
5. Mineral and/or royalty reservation, the royalties, bonuses, rentals and all other rights described in instrument from San Antonio Joint Stock Land Bank of San Antonio to C. B. Renfro, dated January 18, 1939, recorded in Volume 1358, Page 508, Deed Records, Tarrant County, Texas.

SUZANNE H. GIBSON
COUNTY CLERK

91 OCT 21 14:15

FILED
TARRANT COUNTY TEXAS

11773 0790

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warranty and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

When the context requires, singular nouns and pronouns include the plural.

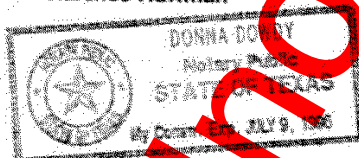
The vendor's lien against and superior title to the property are retained until note described is fully paid according to its terms, at which time this deed shall become absolute.


Clarence Huffman

(Acknowledgment)

STATE OF TEXAS ii
COUNTY OF TARRANT ii

This instrument was acknowledged before me on the 14th day of October, 1994 by
Clarence Huffman




Notary Public State of Texas

WHEN RECORDED RETURN TO:
SSM Investments, Inc.
2424 Rogers
Fort Worth, Texas 76109

11770 0739

EXHIBIT "A"

TRACT I:

Being a tract of land in the Mansel Wilmeth Survey, Abstract No. 1621, Tarrant County, Texas, and being the southerly 250 feet of a tract of land described in a deed to Clarence Huffman and recorded in Volume 10896, Page 1830 (described as 5.178 acres), County Records, Tarrant County, Texas. Said tract is more particularly described as follows:

Beginning at a 5/8" iron found at the southeast corner of said 5.178 acre tract, and being the southwest corner of a tract of land described in a deed to Clarence Huffman and recorded in Volume 10990, Page 655 (described as 11.616 acres) said County Records;

Thence South 89 degrees 27 minutes 50 seconds West, with the south line of said 5.178 acre tract, 572.38 feet to a 5/8" iron found at the southwest corner of the 5.178 acre tract and from which the northwest corner of Lot 1, Block 1, Hilltop Addition, an addition to the City of Watauga as shown on the map recorded in Volume 388-192, Page 5, said County Records, bears South 89 degrees 19 minutes 45 seconds East, 30.26 feet;

Thence North 00 degrees 32 minutes 10 seconds West, with the west line of said 5.178 acre tract, 250.00 feet to a 5/8" iron with cap set;

Thence North 89 degrees 27 minutes 50 seconds East, 574.06 feet to a 5/8" iron with cap set on the common line of the 5.178 acre and 11.616 acre tracts;

Thence South 00 degrees 09 minutes 07 seconds East, with the common line of said 5.178 acre and 11.616 acre tracts, 250.01 feet to the point of beginning and containing 3.290 acres, more or less; AND

TRACT II:

Being a tract of land in the Mansel Wilmeth Survey, Abstract No. 1621, Tarrant County, Texas, and being the southerly 250 feet of a tract of land described in a deed to Clarence Huffman and recorded in Volume 10990, Page 655 (described as 11.616 acres), County Records, Tarrant County, Texas. Said tract is more particularly described as follows:

Beginning at a 5/8" iron found at the southwest corner of said 11.616 acre tract, and being the southeast corner of a tract of land described in a deed to Clarence Huffman and recorded in Volume 10896, Page 1830 (described as 5.178 acres), said County Records;

Thence North 00 degrees 09 minutes 07 seconds West with the common line of said 11.616 acre and 5.178 acre tracts, 250.01 feet to a 5/8" iron with cap set;

Thence North 89 degrees 27 minutes 50 seconds East, 1306.29 feet to a P.K. nail set in the centerline of Indian Springs Road, being in the east line of the 11.616 acre tract and from which a railroad spike found at the northeast corner of said 11.616 acre tract bears North 00 degrees 49 minutes 31 seconds West, 133.07 feet;

Thence South 00 degrees 49 minutes 31 seconds East, with the centerline of Indian Springs Road and the east line of the 11.616 acre tract, 250.0 feet to a railroad spike found at the southeast corner of said 11.616 acre tract and from which the northeast corner of Lot 30, Block 1, Hilltop Addition, an addition to the City of Watauga as shown on the plat recorded in Volume 388-192, Page 5, said County Records, bears South 75 degrees 06 minutes 32 seconds West, 31.46 feet;

Thence South 89 degrees 27 minutes 50 seconds West, with the south line of the 11.616 acre tract, 1309.23 feet to the Point of Beginning and containing 7.506 acres, more or less.

Unofficial Copy

D194238961
SSM INVESTMENTS INC
2424 ROGERS
FT WORTH, TX

76109

WARNING--THIS IS PART OF THE OFFICIAL RECORD--DO NOT DESTROY

INDEXED -- TARRANT COUNTY TEXAS
SUZANNE HENDERSON -- COUNTY CLERK
OFFICIAL RECEIPT

TO: TRINITY WESTERN TITLE CO

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
195026521	DR92	T006603	11/01/94	14:44

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D194238961	WD	941101	14:44	CG

TOTAL: DOCUMENTS: 01 FEE S: 15.00

BY: 

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

11773 0882



Bursey Road Townhomes

Watauga, Texas

A project of DW Commercial, LLC

Zoning submittal: 10 DEC 20

On behalf of DW Commercial, LLC, we are pleased to present this zoning submittal for “Bursey Road Townhomes,” a high-quality, Planned Development Townhome neighborhood.

The site is a 4.85 acre undeveloped tract, on the south side of Bursey Road, between Whitley Road on the west, and Indian Springs on the east. Across Bursey Road, to the north, are two Keller ISD school facilities, and to the south, immediately adjacent to the project is the Hillview Addition, a neighborhood of existing single-family homes

The property is identified as “Local Office/Retail/Commercial” on the City of Watauga Future Land Use Plan, however it is currently zoned SF-6. Attempts to develop or market it for Commercial uses have been unsuccessful. We, therefore, are proposing the Townhome use, which we feel will prove to be a successful and good addition to the city, and more compatible with the adjacent uses, than Retail/Commercial uses would be.

Development Plan:

The development layout theme is to orient the fronts of the townhomes toward Bursey Road, providing a vibrant streetscape to the community, and placing the garage doors to the rear, with alley access. Although this is a more expensive way to develop Townhomes (as opposed to a front entry layout), we believe it pays dividends by providing a higher quality product and eliminates individual driveways onto Bursey Road, a busy Collector Street in Watauga, as development under the present zoning would yield.

All of the Townhomes will have rear garage access, via an alley. The garages will be located a minimum of 18’ from the Alley/HOA lot, allowing for both 2 car garage and 2 car driveway parking, for a total of 4 spaces on each lot. There will be additional visitor parking along the three drive connections to Bursey Road.

Along the southern property line, we are proposing, within the 25’ deep HOA lot, a 10’ Open Space and Utility Easement, to allow for a vegetative screen to be installed, to help provide a buffer to the adjacent residences. Above that, there will be 15’ easement for the Alley (within the HOA lot), with a 12’ paved alley, providing access to the garages of the homes.

Because of the variable depth of the property, the lots will vary between a depth of 97’ at the west end, and 85’ to the east end. All of the Townhomes will be 25’ in width, on 25’ wide lots (except end unit lots, which will be 30’ wide). All lots will have a 10’ Front Offset (measured from the edge of the proposed 8’ sidewalk (such sidewalk will be built immediately “back-of-

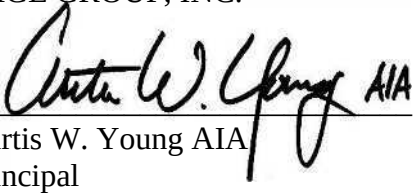
curb” to the existing Bursey Road paving), and 18’ Rear Setbacks (measured from the Alley/ HOA lot line) making the total rear building offset, measured from the south property line, 43’. Unit depth shall be between 50 and 65’, depending on the available lot depth, as illustrated on the PD Zoning Site Plan. The Maximum Unit footprint size is 25’ x 65’, and will be arraigned in 5 & 6 unit buildings. All buildings will be separated by at least 10’.

Street trees will be placed along the Bursey Road street frontage at one for every 50’ (every other lot), as shown on the Landscape Plan and detailed exhibits. Within the rear landscape buffer, a large, evergreen shade tree will be provided an average of every 50’ on center, with evergreen shrubs planted in between, every 10’ on center.

The Townhomes/ buildings will be 100% masonry along the front elevation, and will provide a varied streetscape. Minimum Design Guidelines have also been proposed to assure a quality appearance. Sample elevations have been included on the Site Plan exhibit.

We look forward to working with the Watauga to develop a neighborhood the city will be proud of. Please let me know if you need any additional information.

Best Regards,
SAGE GROUP, INC.


Curtis W. Young AIA
Principal



Planning & Zoning Application

CASE NO. Z. 20-04

P&Z Fee: \$600.00
Date Paid: Nov. 19, 2020
Receipt #: 20-0194

SELECT ZONING APPLICATION TYPE:

☒ Zoning Change

☐ Specific Use Permit

☒ Planned Development

PROPOSED USE OF PROPERTY: SF TOWNHOMES

EXISTING USE OF PROPERTY: VACANT

ZONING INFORMATION: From Existing SF-6 District to Proposed PD District

PROPERTY ADDRESS: 5900 BURSEY ROAD, WATAUGA, TX

Legal Description: (Abstract) _____ (Tract) _____ (Block) 1 (Lot) 1, 2 & 3

(Survey) _____ (Addition) HUFFMAN

IF PROPERTY IS NOT PLATTED, PLEASE PROVIDE METES AND BOUNDS DESCRIPTION.

COMPLIANCE OF PROPOSED PROJECT TO THE CITY OF WATAUGA COMPREHENSIVE USE PLAN: If Yes then skip to next section of application if No then provide answers to the questions below:

- ☐ Will the proposed change enhance the site and the surrounding area? Yes No
- ☐ Is the necessary infrastructure already in place? Yes No (if not, explain in narrative)
- ☐ Is the proposed change a better use than that is recommended by Future Land Use Plan/Map?
Yes No (if yes, explain in narrative)
- ☐ Will the proposed use impact adjacent residential areas in a negative manner or may it enhance it? We believe it will enhance the adjacent neighborhood, better than Retail/Commercial would.
No Yes
- ☐ Are uses adjacent to proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?
Yes No Both Residential, so very compatible.
- ☐ Does the proposed use present a significant benefit to public health, safety and welfare of community? Quality Residential always benefits the Community.
Yes No

OWNER INFORMATION: NAME: CLARENCE HUFFMAN

(Please Print)

ADDRESS: 6537 MEADOW LAKES DR., NORTH RICHLAND HILLS, TX 76180

PHONE: 817-312-2500

EMAIL: TXCLARENCE@GMAIL.COM

For additional owners, please include additional copies of this page. The property owner may sign the application or submit a notarized letter of authorization.



Planning & Zoning Application

REPRESENTATIVE/AGENT INFORMATION: NAME: DAVID WASHINGTON, JR.
(Please Print)
BUSINESS NAME (If applicable): DW COMMERCIAL, LLC
(Title)
BUSINESS ADDRESS: P.O. BOX 466, KELLER, TX 76244
PHONE: 817-991-2647 EMAIL: david@dwcommercial.com

*I have read the completed application and know the same is true and correct and hereby agree that if a permit is issued all provisions of the City Ordinances and State Laws will be complied with whether herein specified or not. I agree to comply with all property restrictions. I am the owner of the property or the duly authorized agent.

*Submittal of false information or omission as required by this application may result in any permit, license, or approval being revoked.

*Signatures certify that all information provided is true and correct.

*Application will be considered filed when project is set on an appropriate agenda.

Chq7ense Hufman 10-20-20 David Washington, Jr.
Owner Name (Print) Date Owner Signature
DAVID WASHINGTON, JR. 10/20/2020 [Signature]
Agent Name (Print) Date Agent Signature

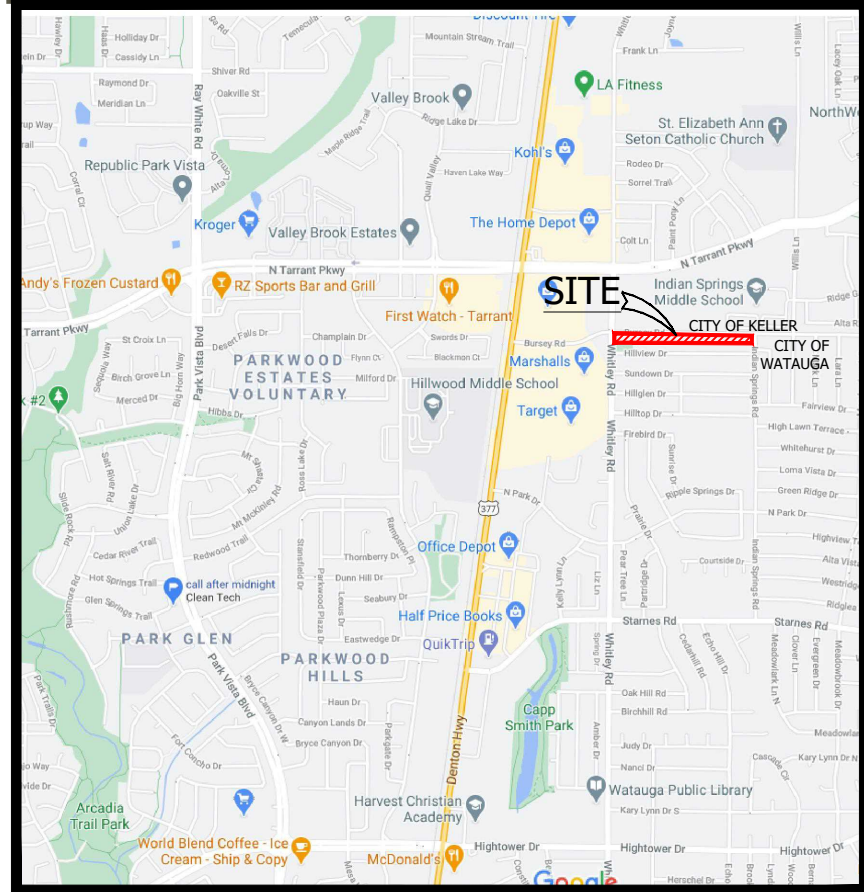
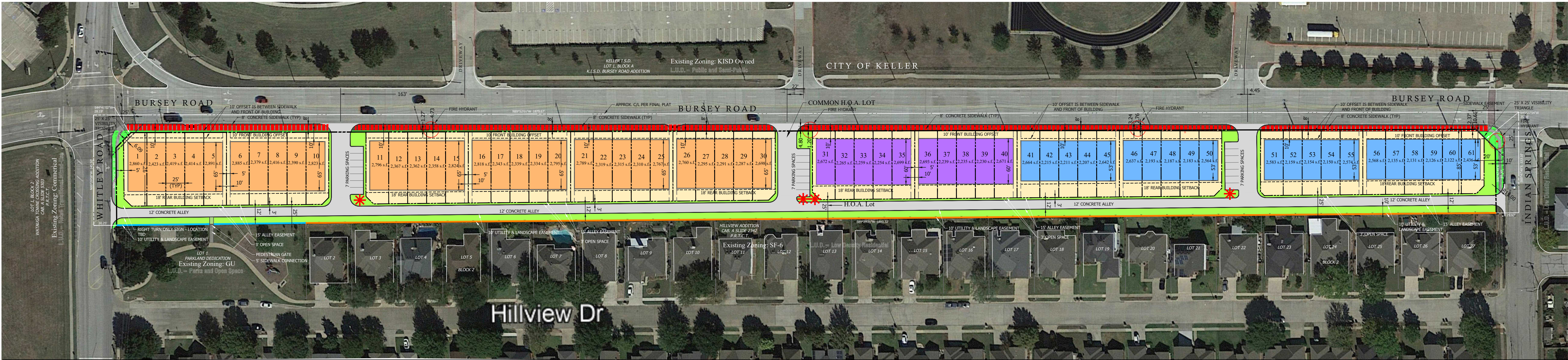
APPLICATION SUBMITTAL REQUIREMENTS

- ☒ Ten (10) folded copies of 24"x36" of a Site Plan (Technical requirements provided on separate sheet), Landscaping Plan, Elevations in color and one digital (PDF) copy of zoning exhibit.
- ☐ The following items are required with all types of applications:
 - ☒ Planning and Zoning Application form.
 - ☒ Application fee of \$600 – Zoning Change; \$600 – Planned Development; \$600 – Specific Use Permit, plus costs incurred by the City for postage, mailing, copying and other related expenses. This is non-refundable.
 - ☒ One 11"x17" copy of subdivision plat (If the property is platted).
 - ☒ One digital (PDF) copy of subdivision plat (If property is platted).
 - ☐ If request is for (i) a portion of a platted lot, or (ii) an un-platted lot, surveyed site boundary dimensions (metes and bounds) and gross acreage determined by licensed surveyor must be provided electronically in Microsoft Word format and in paper copy.
 - ☐ Additional information may be requested by the Development Review Team if deemed essential for review and consideration by Planning and Zoning Commission and City Council.
 - ☒ Written narrative explaining in detail the proposal.

OFFICE USE ONLY: CASE APPROVED BY:

PLANNING & ZONING COMMISSION: ☒ Yes _____ No _____
CITY COUNCIL: _____ Yes _____ No _____
ADDITIONAL P&Z FEE: _____ RECEIPT #: _____

DATE: Dec. 16, 2020
DATE: _____
DATE: _____



Location Map

Site Data Summary Chart

Townhome Lots	61	
Common HOA Lot	1	
Residential Lots	69.53%	3.37 ac.
Common HOA Lots		
Alleys, Drives and Parking	17.13%	0.83 ac.
Open Space	13.34%	0.6467 ac.
Gross Acreage	100.00%	4.8467 ac.

Site Data

Gross Acreage	4.8467 ac.
Gross Density	12.59 units/acre

Lot Summary

Townhome Lots	61
Minimum Lot Size	2,122 s.f.
Average Lot Size	2,407 s.f.

Zoning & Current Use

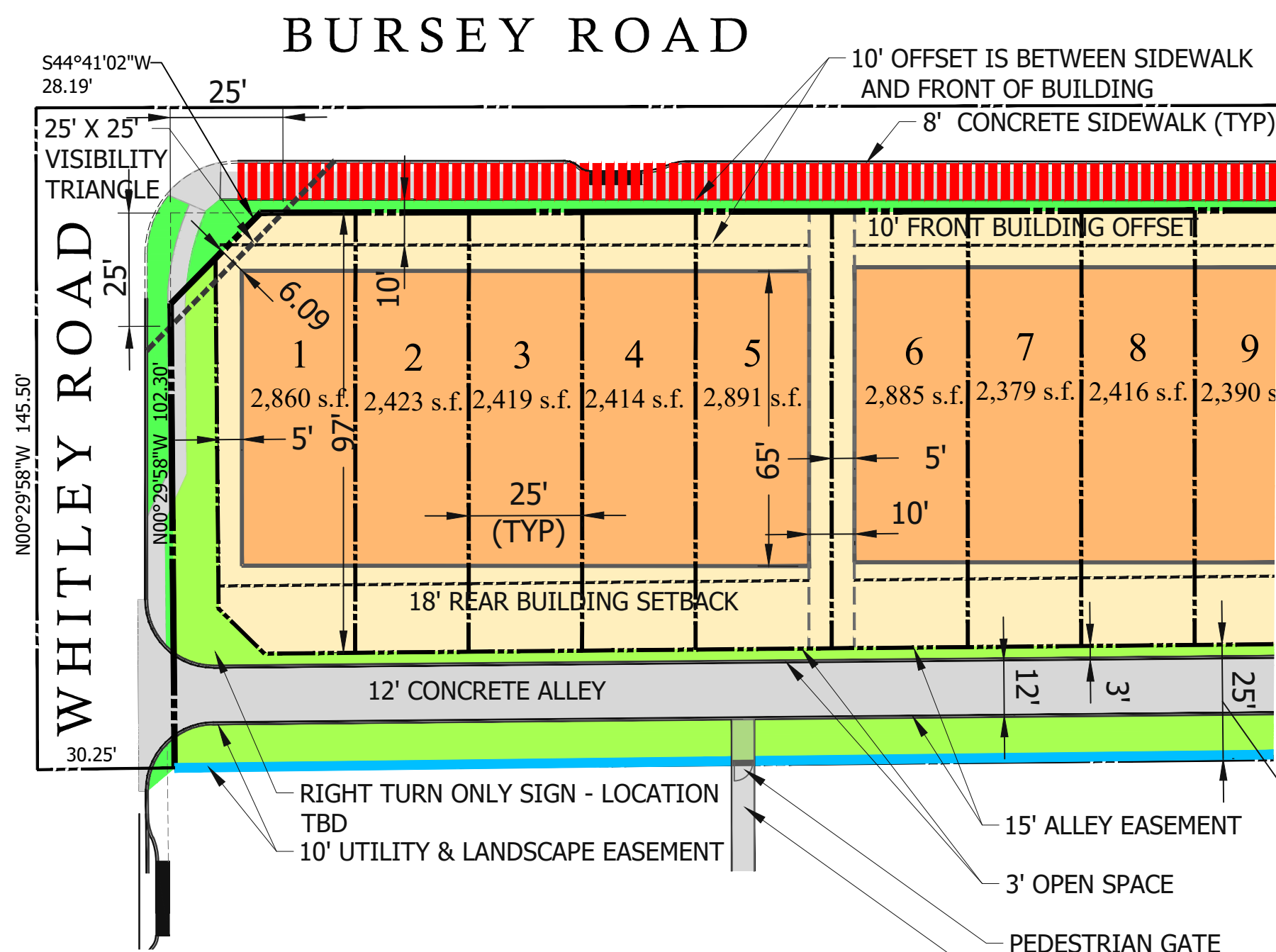
Existing Zoning:	SF-6
Proposed Zoning:	Planned Development
Current Use:	Vacant
Proposed Use:	Single Family Residential

Legend

65' Townhome Building	
60' Townhome Building	
53' Townhome Building	
8' Sidewalk	
Retain Existing Fence or Replace with 6' Cedar Fence	
Retain Existing Iron Fence and add Iron Pedestrian Gate	

Zoning Notes:

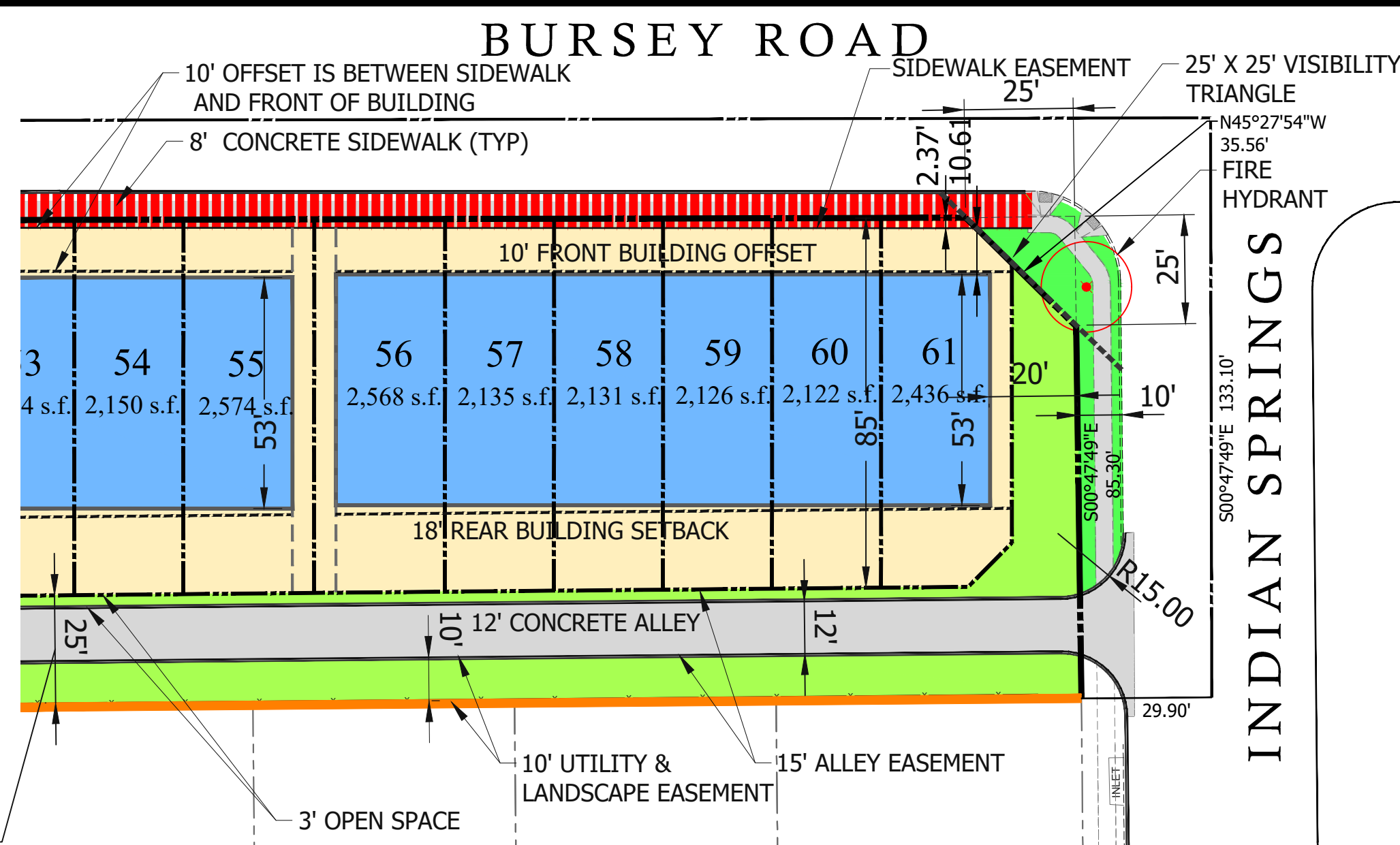
- Maximum Density: 12.59 dwelling units / ac. of gross area
- Lot width is 25' minimum (except at end lots)
- Front setbacks are 10'
- Rear setbacks are 18'
- Side setbacks are 5' at end lots
- Planned development overlay PDxx-xx is a request to deviate from but not be limited to density requirements and area regulations.
- All residences to be equipped with an approved fully automatic sprinkling system.



TYPICAL LOT LAYOUT

1" = 30'

Cluster Box Unit - 16 Doors and 2
Parcel Lockers - Color TBD (4 units)



TYPICAL LOT LAYOUT

1" = 30'

EXAMPLES OF: POSSIBLE BUILDING
ELEVATIONS

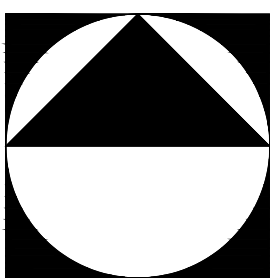


Planned Development Site Plan

Case #ZA20-xxxx
Bursey Road Townhomes

Watauga, Tarrant County, Texas

14 DEC 20



0 60' 120' 240'

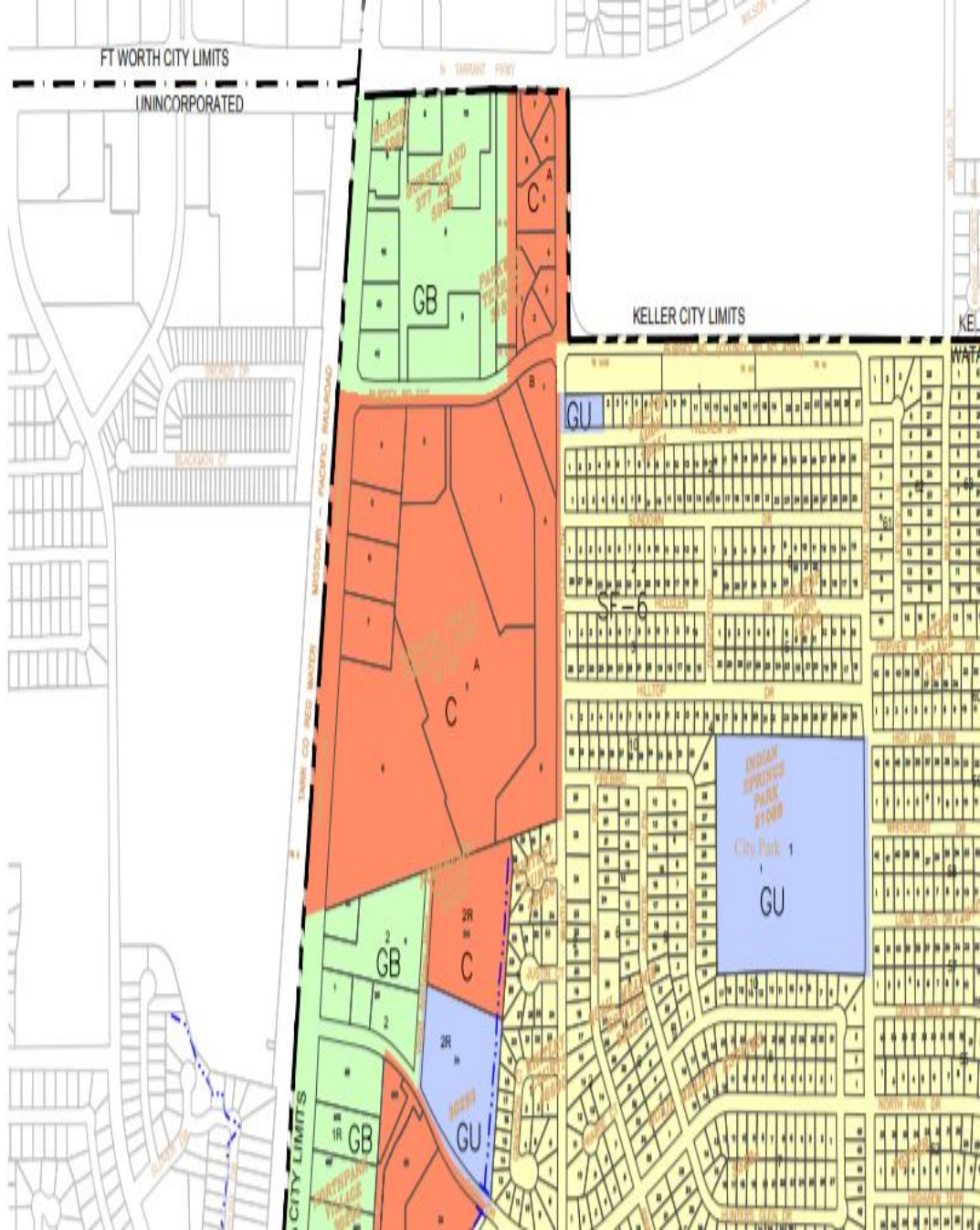
Development Schedule
for
Bursey Road Townhomes
Watauga, Texas

Construction Schedule:

May 1, 2021	Groundbreaking – Site Work
June 1, 2021	Public Utilities
August 1, 2021	Paving
October 1, 2021	Franchise Utilities
November 1, 2021	Landscaping
December 1, 2021	City Inspection and Acceptance
January 1, 2022	Building Permits Issued and Home Construction Begins

Estimated build out time of the development is +/- 2 years with an anticipated construction and absorption rate of 7 homes per quarter beginning in January 2022.

SF-6	SINGLE FAMILY
SF-A	SINGLE FAMILY ATTACHED
D	TWO FAMILY
MF	MULTI-FAMILY
MH	HUD-CODE MANUFACTURED HOMES
LB	LOCAL BUSINESS
GB	GENERAL BUSINESS
C	COMMERCIAL
I	INDUSTRIAL
CF	COMMUNITY FACILITIES
GU	GOVERNMENTAL USE
PD	PLANNED DEVELOPMENT
	PUBLIC IMPROVEMENT DISTRICT





Public Hearing Notice – Zoning Change

December 2, 2020

Dear Property Owner/Resident:

The Planning and Zoning Commission will hold a public hearing to consider an application for zoning change during their regular meeting on Wednesday, December 16, 2020 at 6:30 PM via Videoconference. The City Council will hold a public hearing during their regular meeting on Monday, January 11, 2021 at 6:30 PM in the Council Chamber at Watauga City Hall, 7105 Whitley Road, or via Videoconference.

Z. 20-04: Consider request for a zoning change from (SF-6) Single Family to (PD) Planned Development to allow for a townhome development, commonly known as 5900 Bursey Road, being Lots 1, 2 and 3, Block 1 of the Huffman Addition. The subject property zoned (SF-6) Single Family, is located on the south side of Bursey Road east of Whitley Road and west of Indian Springs Road. The Planned Development (PD) is proposed to be subdivided into 61 lots for residential townhomes. Clarence Huffman, owner. David Washington Jr., applicant/agent.

In accordance with State law, you are receiving this notice due to public records available through Tarrant Appraisal District which reflect you are the owner(s) of one or more parcels within two hundred (200) feet of the subject property. A site map is attached for your information. This notice will serve as public notice for all properties owned in the subject area.

If you wish to provide written comments or documentation to the Commission and Council, please return your information on the attached response form or via email and they will be read into the record for you. If you have any questions, please contact me at 817-514-5827 or e-mail jgarcia@wataugatx.org.

Sincerely,

A handwritten signature in blue ink that reads "Jeannette Garcia". The signature is fluid and cursive, with the first name and last name clearly legible.

Jeannette Garcia
Planning and Zoning Coordinator

City of Watauga
Development Services
7800 Virgil R. Anthony Sr. Blvd.
Watauga, TX 76148
<http://www.wataugatx.org>



To: City of Watauga, Texas

From: _____

(Address of Your Property that Could Be Impacted by this Request)

RE: **Z. 20-04:** Consider request for a zoning change from (SF-6) Single Family to (PD) Planned Development to allow for a townhome development, commonly known as 5900 Bursey Road, being Lots 1, 2 and 3, Block 1 of the Huffman Addition. The subject property zoned (SF-6) Single Family, is located on the south side of Bursey Road east of Whitley Road and west of Indian Springs Road. The Planned Development (PD) is proposed to be subdivided into 61 lots for residential townhomes. Clarence Huffman, owner. David Washington Jr., applicant/agent.

☐

I RECOMMEND APPROVAL OF THE REQUEST

☐

I RECOMMEND DENIAL OF THE REQUEST

Comments: _____

Printed Name

Signature

Date

P&Z CASE Z. 20-04

<u>NAME</u>	<u>ADDRESS</u>	<u>RESPONSE</u>
Clarence Huffman Huffman Addition	5900 Bursey Rd Block 1 Lot 1, 2 & 3	_____
Chungs Family Estate LLC Parkway Terrace Addition	8305 Whitley Rd Block A Lot 3	_____
KM Gandy Investments LLC Parkway Terrace Addition	8301 Whitley Rd Block A Lot 2	_____
LotQuest LP Watauga Towne Crossing Addition	8026 Denton Hwy Block B Lot 1	_____
Patricia A Newton Foster Village Addition	8256 Lesley Ln Block 62 Lot 1	_____
Billie C Small Foster Village Addition	8252 Lesley Ln Block 62 Lot 2	_____
Christopher Beck Foster Village Addition	8237 Lesley Ln Block 61 Lot 1	_____
Lanny R & Barbara Donnell Foster Village Addition	8233 Lesley Ln Block 61 Lot 2	_____
David P & Patricia S Shealy Hillview Addition - Watauga	6056 Hillview Dr Block 2 Lot 30	<u>Does Object</u>
Michael S & Terri L Arend Hillview Addition - Watauga	6052 Hillview Dr Block 2 Lot 29	<u>Does Object</u>
David P & Ngoc T Nguyen Hillview Addition - Watauga	6048 Hillview Dr Block 2 Lot 28	<u>Does Object</u>
Mark Edwin & Kim M Pond Hillview Addition - Watauga	6044 Hillview Dr Block 2 Lot 27	<u>Does Object</u>

Thomas C & Susan T George Hillview Addition - Watauga	6040 Hillview Dr Block 2 Lot 26	<u>Does Object</u>
Elwanda Finstad Hillview Addition - Watauga	6036 Hillview Dr Block 2 Lot 25	<u>Does Object</u>
Glenda Jordan Hillview Addition - Watauga	6036 Hillview Dr Block 2 Lot 25	<u>Does Object</u>
Kelly & James Wehrenberg Hillview Addition - Watauga	6032 Hillview Dr Block 2 Lot 24	<u>Does Object</u>
Wanda L Busby Hillview Addition - Watauga	6028 Hillview Dr Block 2 Lot 23	<u> </u>
James C McDonald Hillview Addition - Watauga	6024 Hillview Dr Block 2 Lot 22	<u>Does Object</u>
Donald R & Kathleen Kelly Hillview Addition - Watauga	6020 Hillview Dr Block 2 Lot 21	<u>Does Object</u>
Linda Carol Bower Hillview Addition - Watauga	6016 Hillview Dr Block 2 Lot 20	<u>Does Object</u>
Janet L Temple Hillview Addition - Watauga	6012 Hillview Dr Block 2 Lot 19	<u> </u>
Rickie & Cornelia Keane Hillview Addition - Watauga	6008 Hillview Dr Block 2 Lot 18	<u> </u>
David A & Karen C Norvell Hillview Addition - Watauga	6004 Hillview Dr Block 2 Lot 17	<u>Does Object</u>
Ruth A Salinas Hillview Addition - Watauga	6000 Hillview Dr Block 2 Lot 16	<u>Does Object</u>
Deborah K Kissinger Hillview Addition - Watauga	5956 Hillview Dr Block 2 Lot 15	<u>Does Object</u>
Abram & Teri Bolton Sandoval Hillview Addition - Watauga	5952 Hillview Dr Block 2 Lot 14	<u> </u>

Neil M & Sarah A Trichel Hillview Addition - Watauga	5948 Hillview Dr Block 2 Lot 13	_____
Jared E Flores Hillview Addition - Watauga	5944 Hillview Dr Block 2 Lot 12	_____
Current Owner Hillview Addition - Watauga	5940 Hillview Dr Block 2 Lot 11	_____
Ricky J & Kimber McPherson Hillview Addition - Watauga	5936 Hillview Dr Block 2 Lot 10	<u>Does Object</u>
Jonathon W & Danielle Duvall Hillview Addition - Watauga	5932 Hillview Dr Block 2 Lot 9	<u>Does Not Object</u>
Lisa M Maldonado Hillview Addition - Watauga	5928 Hillview Dr Block 2 Lot 8	_____
Michael S & Jaclynn Godek Hillview Addition - Watauga	5924 Hillview Dr Block 2 Lot 7	<u>Does Object</u>
Courtney Williams & Carey Morrow Hillview Addition - Watauga	5920 Hillview Dr Block 2 Lot 6	_____
Mayra E Rodriguez Gallegos & Brian Goff Hillview Addition - Watauga	5916 Hillview Dr Block 2 Lot 5	_____
Rehana Jahan Hillview Addition - Watauga	5912 Hillview Dr Block 2 Lot 4	_____
Juan M & Leticia Juarez Hillview Addition - Watauga	5908 Hillview Dr Block 2 Lot 3	_____
Virginia M Lampman Hillview Addition - Watauga	5904 Hillview Dr Block 2 Lot 2	<u>Does Object</u>
Rodney M Langston Hillview Addition - Watauga	5900 Hillview Dr Block 2 Lot 1	_____
SSM Investments Inc Hillview Addition - Watauga	5901 Hillview Dr Block 1 Lot 1Park	_____

Nathaniel Khani Hillview Addition - Watauga	5917 Hillview Dr Block 1 Lot 2	<u>Mail Returned</u>
Susie U & Se Uy Lim Hillview Addition - Watauga	5921 Hillview Dr Block 1 Lot 3	_____
Haley A Jackson & Jason M Richman Hillview Addition - Watauga	5925 Hillview Dr Block 1 Lot 4	_____
Braden Vittatoe Hillview Addition - Watauga	5929 Hillview Dr Block 1 Lot 5	<u>Does Not Object</u>
Sirisha Paturi Hillview Addition - Watauga	5933 Hillview Dr Block 1 Lot 6	<u>Mail Returned</u>
GJL Investments LLC Hillview Addition - Watauga	5937 Hillview Dr Block 1 Lot 7	_____
Chittaphone P & Nino Castillo Hillview Addition - Watauga	5941 Hillview Dr Block 1 Lot 8	_____
Melissa Petruso Hillview Addition - Watauga	5945 Hillview Dr Block 1 Lot 9	<u>Does Not Object</u>
G C & Gracykutty Varughese Hillview Addition - Watauga	5949 Hillview Dr Block 1 Lot 10	<u>Does Object</u>
Zachary A & Jennifer L Shrout Hillview Addition - Watauga	5953 Hillview Dr Block 1 Lot 11	_____
Wilson Pelaez Hillview Addition - Watauga	5957 Hillview Dr Block 1 Lot 12	<u>Does Object</u>
Carolyn J Tottenham Hillview Addition - Watauga	6001 Hillview Dr Block 1 Lot 13	_____
Michael P & Paula J Fritzel Est Hillview Addition - Watauga	6005 Hillview Dr Block 1 Lot 14	_____

LFC Liquors Inc Hillview Addition - Watauga	6009 Hillview Dr Block 1 Lot 15	
In Taing Hillview Addition - Watauga	6013 Hillview Dr Block 1 Lot 16	
Dave & Alora Henry Hillview Addition - Watauga	6017 Hillview Dr Block 1 Lot 17	<u>Does Object</u>
Vattamala & Ammukut Mathew Hillview Addition - Watauga	6021 Hillview Dr Block 1 Lot 18	<u>Does Object</u>
Benson & Anugy Johny Hillview Addition - Watauga	6025 Hillview Dr Block 1 Lot 19	<u>Does Object</u>
Phillip Marsh Hillview Addition - Watauga	6029 Hillview Dr Block 1 Lot 20	
Sujan & Mariamma Mathews Hillview Addition - Watauga	6033 Hillview Dr Block 1 Lot 21	<u>Does Object</u>
Mario & Herlinda Gamez Hillview Addition - Watauga	6037 Hillview Dr Block 1 Lot 22	<u>Does Object</u>
Jennifer Kao Hillview Addition - Watauga	6041 Hillview Dr Block 1 Lot 23	<u>Does Object</u>
Suzzette M Shelton & Michele Orshal Hillview Addition - Watauga	6045 Hillview Dr Block 1 Lot 24	<u>Does Object</u>
Tracy L Konkle Hillview Addition - Watauga	6049 Hillview Dr Block 1 Lot 25	<u>Does Object</u>
Robyn McCleery Hillview Addition - Watauga	6053 Hillview Dr Block 1 Lot 26	
SS Lim LLC Hillview Addition - Watauga	6057 Hillview Dr Block 1 Lot 27	

66 Notices were mailed out:

3 Do Not Object 27 Does Object 36 Did Not Reply*

***as of December 16, 2020**

Responses received from Citizens of Watauga - outside 200' of subject property:

1 Do not object 30 Does object

To: City of Watauga, Texas

From:

DAVE SHEALY
6056 HILLVIEW DR

(Address of Your Property that Could Be Impacted by this Request)

RE: Z. 20-04: Consider request for a zoning change from (SF-6) Single Family to (PD) Planned Development to allow for a townhome development, commonly known as 5900 Bursey Road, being Lots 1, 2 and 3, Block 1 of the Huffman Addition. The subject property zoned (SF-6) Single Family, is located on the south side of Bursey Road east of Whitley Road and west of Indian Springs Road. The Planned Development (PD) is proposed to be subdivided into 61 lots for residential townhomes. Clarence Huffman, owner. David Washington Jr., applicant/agent.

☐

I RECOMMEND APPROVAL OF THE REQUEST

☒

I RECOMMEND DENIAL OF THE REQUEST

Comments: WE LIVE ON THE NORTHEAST CORNER OF HILLVIEW DR
WE ALREADY HAVE A LOT OF TRAFFIC, OUT THROUGH TRAFFIC
BECAUSE OF THE SCHOOL ZONE. THIS GOING TO CAUSE MORE TRAFFIC
WE HAVE 30 HOME ON THE SOUTH SIDE OF HILLVIEW THEY GAVE OUT 61
HOME NOT MUCH ROOM BETWEEN HOMES

DAVE SHEALY

Printed Name

Dave Shealy

Signature

Date

City of Watauga
Development Services
7800 Virgil R. Anthony Sr. Blvd.
Watauga, TX 76148
<http://www.wataugatx.org>



To: City of Watauga, Texas

From: SUZAN MATHEWS & FAMILY

6033 HILLVIEW Dr. WATAUGA TX. 76148

(Address of Your Property that Could Be Impacted by this Request)

RE: **Z. 20-04:** Consider request for a zoning change from (SF-6) Single Family to (PD) Planned Development to allow for a townhome development, commonly known as 5900 Bursey Road, being Lots 1, 2 and 3, Block 1 of the Huffman Addition. The subject property zoned (SF-6) Single Family, is located on the south side of Bursey Road east of Whitley Road and west of Indian Springs Road. The Planned Development (PD) is proposed to be subdivided into 61 lots for residential townhomes. Clarence Huffman, owner. David Washington Jr., applicant/agent.

☐

I RECOMMEND APPROVAL OF THE REQUEST

☒

I RECOMMEND DENIAL OF THE REQUEST

Comments: Schools over capacity, Pedestrian's
safety, Property value and Privacy
urge to disapprove his rezoning
proposal

SUZAN MATHEWS

Printed Name



Signature

12.05.2020

Date

City of Watauga
Development Services
7800 Virgil R. Anthony Sr. Blvd.
Watauga, TX 76148
<http://www.wataugatx.org>



To: City of Watauga, Texas

From: 6025 HILLVIEW DR.
WATAUGA, TX 76148

(Address of Your Property that Could Be Impacted by this Request)

RE: **Z. 20-04:** Consider request for a zoning change from (SF-6) Single Family to (PD) Planned Development to allow for a townhome development, commonly known as 5900 Bursey Road, being Lots 1, 2 and 3, Block 1 of the Huffman Addition. The subject property zoned (SF-6) Single Family, is located on the south side of Bursey Road east of Whitley Road and west of Indian Springs Road. The Planned Development (PD) is proposed to be subdivided into 61 lots for residential townhomes. Clarence Huffman, owner. David Washington Jr., applicant/agent.

☐

I RECOMMEND APPROVAL OF THE REQUEST

☒

I RECOMMEND DENIAL OF THE REQUEST

Comments: WATAUGA IS Primarily a Single family town and That
was The reason why I moved to Hillview Dr. Any time you bring
a multi-family town home into an area, it bring a transient
Population, more traffic and it can change an entire character of a
neighborhood.

BENSON JOHNNY

Printed Name

[Signature]

Signature

12/6/2020

Date

City of Watauga
Development Services
7800 Virgil R. Anthony Sr. Blvd.
Watauga, TX 76148
<http://www.wataugatx.org>



To: City of Watauga, Texas

From:

Dave A. Henry
6017 Hill View Dr, Watauga, TX 76148

(Address of Your Property that Could Be Impacted by this Request)

RE: **Z. 20-04:** Consider request for a zoning change from (SF-6) Single Family to (PD) Planned Development to allow for a townhome development, commonly known as 5900 Bursey Road, being Lots 1, 2 and 3, Block 1 of the Huffman Addition. The subject property zoned (SF-6) Single Family, is located on the south side of Bursey Road east of Whitley Road and west of Indian Springs Road. The Planned Development (PD) is proposed to be subdivided into 61 lots for residential townhomes. Clarence Huffman, owner. David Washington Jr., applicant/agent.

☐

I RECOMMEND APPROVAL OF THE REQUEST

☒

I RECOMMEND DENIAL OF THE REQUEST

Comments: Lack of privacy, Noise, smells (garbage)

Suggestions: Drs. offices, real estate would be quieter and more acceptable.

Dave A. Henry

Printed Name

Dave A. Henry

Signature

12/08/20

Date

City of Watauga
Development Services
7800 Virgil R. Anthony Sr. Blvd.
Watauga, TX 76148
<http://www.wataugatx.org>



To: City of Watauga, Texas

From:

Virginia Lampman
5904 Hillview Dr.

(Address of Your Property that Could Be Impacted by this Request)

RE: **Z. 20-04:** Consider request for a zoning change from (SF-6) Single Family to (PD) Planned Development to allow for a townhome development, commonly known as 5900 Bursey Road, being Lots 1, 2 and 3, Block 1 of the Huffman Addition. The subject property zoned (SF-6) Single Family, is located on the south side of Bursey Road east of Whitley Road and west of Indian Springs Road. The Planned Development (PD) is proposed to be subdivided into 61 lots for residential townhomes. Clarence Huffman, owner. David Washington Jr., applicant/agent.

☐

I RECOMMEND APPROVAL OF THE REQUEST

☒

I RECOMMEND DENIAL OF THE REQUEST

Comments:

Attached

Virginia Lampman

Printed Name

Virginia Lampman

Signature

12-11-2020

Date

City of Watauga
Development Services
7800 Virgil R. Anthony Sr. Blvd.
Watauga, TX 76148
<http://www.wataugatx.org>

Regarding Z. 20-04

61 townhouses between Whitley Road and Indian Springs Road is ridiculous.

If this plan goes through it needs some changes.

There should be NO alleyway with entrance/exit onto Whitley Road or Indian Springs Road. There is much school traffic on Indian Springs twice a day. Plus, both are too close to the stop sign/traffic light.

Townhouses should be pushed back with no second story windows on the south side so as to ensure more privacy for existing residents on Hillview Drive.

All garbage/mail business/parking should be on the Bursey side to cut down on noise for Hillview residents.

I know you want more revenue but at what cost? It doesn't seem there's been much consideration for existing residents in the area. I've seen a car recently go over the curb on Bursey. Had there been a building there it may have hit in the front of it. There is plenty of new traffic in the area since the 53 houses were built on the corner of Starnes and Whitley.

The new build on Bursey should be single family homes. Not 2-story townhouses. All entrance and exit should be on Bursey side.

Developer should donate the west end of the block for parking for the trade school across the street. When the school is in full swing many students have to park on Hillview Drive as they don't have enough parking for all students. Beazer Homes had that type of consideration when they built the homes on Hillview Drive by donating the west end of Hillview for a park.

To: City of Watauga, Texas

From:

Donald & Kathleen Kelly
6020 Hillview Dr.

(Address of Your Property that Could Be Impacted by this Request)

RE: **Z. 20-04:** Consider request for a zoning change from (SF-6) Single Family to (PD) Planned Development to allow for a townhome development, commonly known as 5900 Bursey Road, being Lots 1, 2 and 3, Block 1 of the Huffman Addition. The subject property zoned (SF-6) Single Family, is located on the south side of Bursey Road east of Whitley Road and west of Indian Springs Road. The Planned Development (PD) is proposed to be subdivided into 61 lots for residential townhomes. Clarence Huffman, owner. David Washington Jr., applicant/agent.



I RECOMMEND APPROVAL OF THE REQUEST



I RECOMMEND DENIAL OF THE REQUEST

Comments: _____

Printed Name

Donald R. Kelly
KATHLEEN A. KELLY

Signature

[Signature]
Kathleen A. Kelly

Date

City of Watauga
Development Services
7800 Virgil R. Anthony Sr. Blvd.
Watauga, TX 76148
<http://www.wataugatx.org>

To: City of Watauga, Texas

From:

6036 HILLVIEW DR

WATAUGA TX 76148

(Address of Your Property that Could Be Impacted by this Request)

RE: **Z. 20-04:** Consider request for a zoning change from (SF-6) Single Family to (PD) Planned Development to allow for a townhome development, commonly known as 5900 Bursey Road, being Lots 1, 2 and 3, Block 1 of the Huffman Addition. The subject property zoned (SF-6) Single Family, is located on the south side of Bursey Road east of Whitley Road and west of Indian Springs Road. The Planned Development (PD) is proposed to be subdivided into 61 lots for residential townhomes. Clarence Huffman, owner. David Washington Jr., applicant/agent.

☐

I RECOMMEND APPROVAL OF THE REQUEST

☒

I RECOMMEND DENIAL OF THE REQUEST

Comments: I will personally go to the
TAX OFFICE AND FILL OUT A FORM
TO LOWER my TAXES IF APPROVED
FOR SURE.

GLENDA JORDAN

Printed Name

Glenda Jordan

Signature

DEC. 9. 2020

Date

To: City of Watauga, Texas

From:

6036 Hillview Dr.
Watauga, Tx. 76148

(Address of Your Property that Could Be Impacted by this Request)

RE: **Z. 20-04:** Consider request for a zoning change from (SF-6) Single Family to (PD) Planned Development to allow for a townhome development, commonly known as 5900 Bursey Road, being Lots 1, 2 and 3, Block 1 of the Huffman Addition. The subject property zoned (SF-6) Single Family, is located on the south side of Bursey Road east of Whitley Road and west of Indian Springs Road. The Planned Development (PD) is proposed to be subdivided into 61 lots for residential townhomes. Clarence Huffman, owner. David Washington Jr., applicant/agent.

☐

I RECOMMEND APPROVAL OF THE REQUEST

☒

I RECOMMEND DENIAL OF THE REQUEST

Comments: What a sad development to
put behind the odd side of Hillview Dr.
If this zoning change passes -- you
need to put a 10 ft. brick fence for noise!

Elwanda Finstad

Printed Name

Elwanda Finstad

Signature

Dec. 9, 2020

Date

To: City of Watauga, Texas

From: THOMAS GEORGE & FAMILY,
6040 HILLVIEW DR

(Address of Your Property that Could Be Impacted by this Request)

RE: **Z. 20-04:** Consider request for a zoning change from (SF-6) Single Family to (PD) Planned Development to allow for a townhome development, commonly known as 5900 Bursey Road, being Lots 1, 2 and 3, Block 1 of the Huffman Addition. The subject property zoned (SF-6) Single Family, is located on the south side of Bursey Road east of Whitley Road and west of Indian Springs Road. The Planned Development (PD) is proposed to be subdivided into 61 lots for residential townhomes. Clarence Huffman, owner. David Washington Jr., applicant/agent.

☐

I RECOMMEND APPROVAL OF THE REQUEST

☒

I RECOMMEND DENIAL OF THE REQUEST

Comments: CAN'T ACCEPT CROWDED STREETS
PROPERTY VALUE WILL GO DOWN.
PRIVACY MATTERS
CRIME RATE WILL INCREASE.

THOMAS GEORGE

Printed Name

[Signature]

Signature

12/5/2020

Date

City of Watauga
Development Services
7800 Virgil R. Anthony Sr. Blvd.
Watauga, TX 76148
<http://www.wataugatx.org>



From: [Andrea Gardner](#)
To: [Jeannette Garcia](#)
Cc: [Mayor Arthur Miner](#); [Larry Clark](#)
Subject: FW: Online Form Submittal: Planning and Zoning Meeting Registration - December 16, 2020
Date: Wednesday, December 16, 2020 10:01:56 AM

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Wednesday, December 16, 2020 10:00 AM
To: Comments <Comments@wataugatx.org>
Subject: Online Form Submittal: Planning and Zoning Meeting Registration - December 16, 2020

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Planning and Zoning Meeting Registration - December 16, 2020

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

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

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

While reasonable efforts will be taken to gather comments received within the hour prior to the meeting or received during the meeting, all such comments are

considered untimely and may not be recognized and read during the meeting.

**** SPECIAL NOTICE: PLEASE NOTE THAT THE PUBLIC HEARING ITEM AND ONLY THE PUBLIC HEARING ITEM PROVIDES FOR "IN PERSON" TESTIMONY AT THE WATAUGA CITY HALL, 7105 WHITLEY ROAD, WATAUGA, TX 76148.**

First Name Braden

Last Name Vittatoe

Address1 5929 HILLVIEW DR

Address2 *Field not completed.*

City WATAUGA

State TX

Zip 76148

Email beisel300ultramag@yahoo.com

Phone *Field not completed.*

**** SPECIAL NOTICE: PLEASE NOTE THAT THE PUBLIC HEARING ITEM AND ONLY THE PUBLIC HEARING ITEM PROVIDES FOR "IN PERSON" TESTIMONY AT THE WATAUGA CITY HALL, 7105 WHITLEY ROAD, WATAUGA, TX 76148.**

I wish to comment during Public Comment
(check all that apply):

Select how you wish to participate:

If you select WEBEX, a meeting invite will be sent to the email address you provide. You will need to have internet, a device that can connect with audio and/or a phone. You will be responsible for connecting to the meeting and being available when the section you are requesting to speak during is current.

Select an option: Having my comments read into the record

Comments - Indicate which section of the meeting your comments refer to: I live on the North side of Hillview and I am in support of the town homes!

Email not displaying correctly? [View it in your browser.](#)

From: [Andrea Gardner](#)
To: [Jeannette Garcia](#)
Cc: [Mayor Arthur Miner](#); [Larry Clark](#)
Subject: FW: Online Form Submittal: Planning and Zoning Meeting Registration - December 16, 2020
Date: Tuesday, December 15, 2020 2:50:53 PM

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, December 15, 2020 2:07 PM
To: Comments <Comments@wataugatx.org>
Subject: Online Form Submittal: Planning and Zoning Meeting Registration - December 16, 2020

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Planning and Zoning Meeting Registration - December 16, 2020

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First Name Melissa

Last Name Petruso

Address1 5945 Hillview drive

Address2 *Field not completed.*

City Watauga

State Texas

Zip 76148

Email Thatha76@gmail.com

Phone 817-323-8894

**** SPECIAL NOTICE: PLEASE NOTE THAT THE PUBLIC HEARING ITEM AND ONLY THE PUBLIC HEARING ITEM PROVIDES FOR "IN PERSON" TESTIMONY AT THE WATAUGA CITY HALL, 7105 WHITLEY ROAD, WATAUGA, TX 76148.**

I wish to comment during Public Hearing 2 **
(check all that apply):

Select how you wish to participate:

If you select WEBEX, a meeting invite will be sent to the email address you provide. You will need to have internet, a device that can connect with audio and/or a phone. You will be responsible for connecting to the meeting and being available when the section you are requesting to speak during is current.

Select an option: Having my comments read into the record

Comments - Indicate which
section of the meeting your
comments refer to:

Good Evening,
I am writing to express my support for the rezoning to
townhomes on Bursey Road.

Historically, Hillview Drive has been opposed to townhomes of
any kind being built. I know that I was. "No to townhomes" has
always been an unwritten code for our street.

When I saw the plans for the Bursey Road project, I was

pleasantly surprised, but did still have concerns, but I reached out directly to David Washington and was pleased at how quick to respond he was. My biggest concerns were fence height, flood lighting in our yards and individual garbage cans as opposed to dumpsters. He quickly responded to my concerns and was able to work with us by raising the fence height and choosing light fixtures that wouldn't be invasive. I haven't heard updates on trash service at this time.

Those of us that live on the North side of Hillview have always had the Luxury of NOT having a shared fence in our backyard.

We measured 5 feet and 40 feet in the field, and I can definitely say that feel more comfortable having the space between our properties instead of another home so close to our backyard. It's by far the better of two evils for our family.

As much as I would love to see the land remain undeveloped, I know that this isn't a reasonable option and by allowing townhomes to be built, we would continue to have SOME amount of privacy based on the distance of which the townhomes would be set at, as opposed to a single family home right up against our property line.

Townhomes with a driveway in back will ensure that we keep SOME level of privacy, create a great wind barrier and I can imagine will lower the noise level from Bursey Road.

Thank you for allowing me the time to speak.
Melissa Petruso (Hillview Drive)

Email not displaying correctly? [View it in your browser.](#)

This email was scanned by Bitdefender

From: [Andrea Gardner](#)
To: [Jeannette Garcia](#)
Cc: [Mayor Arthur Miner](#); [Larry Clark](#)
Subject: Fwd: Online Form Submittal: Planning and Zoning Meeting Registration - December 16, 2020
Date: Tuesday, December 15, 2020 5:47:40 PM

Sent from my iPhone

Begin forwarded message:

From: noreply@civicplus.com
Date: December 15, 2020 at 5:42:55 PM CST
To: Comments <Comments@wataugatx.org>
Subject: Online Form Submittal: Planning and Zoning Meeting Registration - December 16, 2020
Reply-To: mikesarend@yahoo.com

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Planning and Zoning Meeting Registration - December 16, 2020

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First Name	michael
Last Name	Arend
Address1	6052 Hillview Dr
Address2	<i>Field not completed.</i>
City	Watauga
State	TX
Zip	76148
Email	mikesarend@yahoo.com
Phone	8176144065

**** SPECIAL NOTICE: PLEASE NOTE THAT THE PUBLIC HEARING ITEM AND ONLY THE PUBLIC HEARING ITEM PROVIDES FOR "IN PERSON" TESTIMONY AT THE WATAUGA CITY HALL, 7105 WHITLEY ROAD, WATAUGA, TX 76148.**

I wish to comment during (check all that apply):	Public Comment
--	----------------

Select how you wish to participate:
If you select WEBEX, a meeting invite will be sent to the email address you provide. You will need to have internet, a device that can connect with audio and/or a phone. You will be responsible for connecting to the meeting and being available when the section you are requesting to speak during is current.

Select an option:	Connecting to the meeting using WEBEX
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Email not displaying correctly? [View it in your browser.](#)

This email was scanned by Bitdefender

To: City of Watauga, Texas

From: 5924 Hillview Dr
Watauga, TX 76148

(Address of Your Property that Could Be Impacted by this Request)

RE: **Z. 20-04:** Consider request for a zoning change from (SF-6) Single Family to (PD) Planned Development to allow for a townhome development, commonly known as 5900 Bursey Road, being Lots 1, 2 and 3, Block 1 of the Huffman Addition. The subject property zoned (SF-6) Single Family, is located on the south side of Bursey Road east of Whitley Road and west of Indian Springs Road. The Planned Development (PD) is proposed to be subdivided into 61 lots for residential townhomes. Clarence Huffman, owner. David Washington Jr., applicant/agent.

☐

I RECOMMEND APPROVAL OF THE REQUEST

☒

I RECOMMEND DENIAL OF THE REQUEST

Comments: The proposed plan would overcrowd
the streets in this area. Two large schools
adjacent to the property would also be adversely affected.
Aesthetically this plan appears to be much too large for
the land area as well, please do not approve the rezoning.

Jaclynn Godek

Printed Name

[Signature]

Signature

12/13/2020

Date



7105 Whitley Road • Watauga, TX 76148



Nathaniel Khani
5917 Hillview Dr
Watauga TX 76148-1373

NORTH TEXAS TX 750 EOPOST
3 DEC 2020 PM 9 L
US POSTAGE \$000.50

ZIP 76148
041M11467711

NIXIE 750 FE 1 0012/10/20

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

UTF
76148-137317

BC: 76148202405 *1834-00437-03-44



7105 Whitley Road • Watauga, TX 76148



Sirisha Paturi
5933 Hillview Dr
Fort Worth TX 76148

NORTH TEXAS TX 750 EOPOST
3 DEC 2020 PM 2 L
US POSTAGE \$000.50

ZIP 76148
041M11467711

NIXIE 750 FE 1 0012/10/20

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

UTF
76148-137339

BC: 76148202405 *2234-01053-03-44

From: [Andrea Gardner](#)
To: [Jeannette Garcia](#)
Cc: [Mayor Arthur Miner](#); [Larry Clark](#)
Subject: FW: Online Form Submittal: Planning and Zoning Meeting Registration - December 16, 2020
Date: Wednesday, December 16, 2020 4:31:11 PM

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Wednesday, December 16, 2020 4:28 PM
To: Comments <Comments@wataugatx.org>
Subject: Online Form Submittal: Planning and Zoning Meeting Registration - December 16, 2020

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Planning and Zoning Meeting Registration - December 16, 2020

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

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

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

While reasonable efforts will be taken to gather comments received within the hour prior to the meeting or received during the meeting, all such comments are

considered untimely and may not be recognized and read during the meeting.

**** SPECIAL NOTICE: PLEASE NOTE THAT THE PUBLIC HEARING ITEM AND ONLY THE PUBLIC HEARING ITEM PROVIDES FOR "IN PERSON" TESTIMONY AT THE WATAUGA CITY HALL, 7105 WHITLEY ROAD, WATAUGA, TX 76148.**

First Name	Danielle
------------	----------

Last Name	Duvall
-----------	--------

Address1	5932 HILLVIEW DR
----------	------------------

Address2	<i>Field not completed.</i>
----------	-----------------------------

City	WATAUGA
------	---------

State	TX
-------	----

Zip	76148
-----	-------

Email	dani.duvall2808@gmail.com
-------	--

Phone	8172716651
-------	------------

**** SPECIAL NOTICE: PLEASE NOTE THAT THE PUBLIC HEARING ITEM AND ONLY THE PUBLIC HEARING ITEM PROVIDES FOR "IN PERSON" TESTIMONY AT THE WATAUGA CITY HALL, 7105 WHITLEY ROAD, WATAUGA, TX 76148.**

I wish to comment during Public Hearing 2 **
(check all that apply):

Select how you wish to participate:

If you select WEBEX, a meeting invite will be sent to the email address you provide. You will need to have internet, a device that can connect with audio and/or a phone. You will be responsible for connecting to the meeting and being available when the section you are requesting to speak during is current.

Select an option:	Having my comments read into the record
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Comments - Indicate which section of the meeting your comments refer to:

In reference to the zoning change request for the Huffman Addition, I am in favor of the zoning change. Having looked over the projected plans I feel this is best case scenario for the field. The developer has taken the time to answer all questions about the development as well as take into consideration concerns spoken by residents who neighbor the field.

**Owners within 200 feet
of Subject Property-5900 Bursey Rd**

Owner	Owner_Address	Owner_City State	Owner_Zip	Situs_Address
Clarence Huffman	6537 Meadow Lakes Dr	N. Richland Hills TX	76180-7807	5900 Bursey Rd
Chungs Family Estate LLC	8305 Whitley Rd Ste A	Watauga TX	76148	8305 Whitley Rd
KM Gandy Investments LLC	6029 Star Mesa Dr	Frisco TX	75034	8301 Whitley Rd
LotQuest LP	501 Audra Ln	Savannah TX	76227-7921	8026 Denton Hwy
Patricia A Newton	8256 Lesley Ln	Watauga TX	76148-1118	8256 Lesley Ln
Billie C Small	8252 Lesley Ln	Watauga TX	76148-1118	8252 Lesley Ln
Christopher Beck	8237 Lesley Ln	Watauga TX	76148	8237 Lesley Ln
Lanny R & Barbara Donnell	8233 Lesley Ln	Watauga TX	76148-1117	8233 Lesley Ln
David P & Patricia S Shealy	6056 Hillview Dr	Watauga TX	76148-1374	6056 Hillview Dr
Michael S & Terri L Arend	6052 Hillview Dr	Watauga TX	76148-1374	6052 Hillview Dr
David P & Ngoc T Nguyen	6048 Hillview Dr	Watauga TX	76148-1374	6048 Hillview Dr
Mark Edwin & Kim M Pond	6044 Hillview Dr	Watauga TX	76148-1374	6044 Hillview Dr
Thomas C & Susan T George	6040 Hillview Dr	Watauga TX	76148-1374	6040 Hillview Dr
Elwanda Finstad	6036 Hillview Dr	Watauga TX	76148-1374	6036 Hillview Dr
Glenda Jordan	6036 Hillview Dr	Watauga TX	76148-1374	6036 Hillview Dr
Kelly & James Wehrenberg	6032 Hillview Dr	Watauga TX	76148-1374	6032 Hillview Dr
Wanda L Busby	6028 Hillview Dr	Fort Worth TX	76148	6028 Hillview Dr
James C McDonald	6024 Hillview Dr	Watauga TX	76148-1374	6024 Hillview Dr
Donald R & Kathleen Kelly	5 Friendship Dr	Arkadelphia AR	71923	6020 Hillview Dr
Linda Carol Bower	6016 Hillview Dr	Watauga TX	76148-1374	6016 Hillview Dr
Janet L Temple	6012 Hillview Dr	Watauga TX	76148-1374	6012 Hillview Dr
Rickie & Cornelia Keane	6008 Hillview Dr	Watauga TX	76148-1374	6008 Hillview Dr
David A & Karen C Norvell	6004 Hillview Dr	Fort Worth TX	76148	6004 Hillview Dr
Ruth A Salinas	6000 Hillview Dr	Watauga TX	76148-1374	6000 Hillview Dr
Deborah K Kissinger	5956 Hillview Dr	Watauga TX	76148-1372	5956 Hillview Dr
Abram & Teri Bolton Sandoval	5952 Hillview Dr	Watauga TX	76148-1372	5952 Hillview Dr
Neil M & Sarah A Trichel	5948 Hillview Dr	Watauga TX	76148	5948 Hillview Dr
Jared E Flores	5944 Hillview Dr	Watauga TX	76148	5944 Hillview Dr
Current Owner	5940 Hillview Dr	Watauga TX	76148-1372	5940 Hillview Dr
Ricky J & Kimber McPherson	5936 Hillview Dr	Watauga TX	76148-1372	5936 Hillview Dr
Jonathon W & Danielle Duvall	5932 Hillview Dr	Watauga TX	76148-1372	5932 Hillview Dr
Lisa M Maldonado	5928 Hillview Dr	Fort Worth TX	76148	5928 Hillview Dr
Michael S & Jaclynn Godek	5924 Hillview Dr	Watauga TX	76148-1372	5924 Hillview Dr

**Owners within 200 feet
of Subject Property-5900 Bursey Rd**

Courtney Williams & Carey Morrow	5920 Hillview Dr	Fort Worth TX	76148	5920 Hillview Dr
Mayra E Rodriguez Gallegos & Brian Goff	5916 Hillview Dr	Watauga TX	76148	5916 Hillview Dr
Rehana Jahan	5912 Hillview Dr	Watauga TX	76148	5912 Hillview Dr
Juan M & Leticia Juarez	5908 Hillview Dr	Watauga TX	76148-1372	5908 Hillview Dr
Virginia M Lampman	5904 Hillview Dr	Watauga TX	76148-1372	5904 Hillview Dr
Rodney M Langston	5900 Hillview Dr	Watauga TX	76148-1372	5900 Hillview Dr
SSM Investments Inc	2424 Rogers Ave	Fort Worth TX	76109-1013	5901 Hillview Dr
Nathaniel Khani	5917 Hillview Dr	Watauga TX	76148-1373	5917 Hillview Dr
Susie U & Se Uy Lim Lim	5401 Chatsworth Ln	Keller TX	76244-5022	5921 Hillview Dr
Haley A Jackson & Jason M Richman	5925 Hillview Dr	Fort Worth TX	76148	5925 Hillview Dr
Braden Vittatoo	5929 Hillview Dr	Fort Worth TX	76148	5929 Hillview Dr
Sirisha Paturi	5933 Hillview Dr	Fort Worth TX	76148	5933 Hillview Dr
GJL Investments LLC	10805 Dixon Branch Dr	Dallas TX	75218	5937 Hillview Dr
Chittaphone P & Nino Castillo	5941 Hillview Dr	Watauga TX	76148-1373	5941 Hillview Dr
Melissa Petruso	5945 Hillview Dr	Fort Worth TX	76148	5945 Hillview Dr
G C & Gracykuty Varughese	5949 Hillview Dr	Watauga TX	76148-1373	5949 Hillview Dr
Zachary A & Jennifer L Shrout	5953 Hillview Dr	Watauga TX	76148	5953 Hillview Dr
Wilson Pelaez	5957 Hillview Dr	Watauga TX	76148-1373	5957 Hillview Dr
Carolyn J Tottenham	6001 Hillview Dr	Watauga TX	76148-1375	6001 Hillview Dr
Michael P & Paula J Fritzel Est	804 Charleston Dr	Southlake TX	76092	6005 Hillview Dr
LFC Liquors Inc	6009 Hillview Dr	Watauga TX	76148-1375	6009 Hillview Dr
In Taing	6013 Hillview Dr	Watauga TX	76148-1375	6013 Hillview Dr
Dave & Alora Henry	6017 Hillview Dr	Watauga TX	76148-1375	6017 Hillview Dr
Vattamala & Ammukut Mathew	6021 Hillview Dr	Watauga TX	76148-1375	6021 Hillview Dr
Benson & Anugy Johny	6025 Hillview Dr	Watauga TX	76148-1375	6025 Hillview Dr
Philip Marsh	6436 Whitehurst Dr	Fort Worth TX	76148	6029 Hillview Dr
Sujan & Mariamma Mathews	6033 Hillview Dr	Watauga TX	76148-1375	6033 Hillview Dr
Mario & Herlinda Gamez	6037 Hillview Dr	Watauga TX	76148-1375	6037 Hillview Dr
Jennifer Kao	6041 Hillview Dr	Watauga TX	76148-1375	6041 Hillview Dr
Suzzette M Shelton & Michele Orshal	510 State Highway 67	Woodland Park CO	80863	6045 Hillview Dr
Tracy L Konkle	6049 Hillview Dr	Watauga TX	76148	6049 Hillview Dr
Robyn McCleery	1305 Rembrandt Dr	Little Elm TX	75068	6053 Hillview Dr
SS Lim LLC	5401 Chatsworth Ln	Keller TX	76244-5022	6057 Hillview Dr



PLANNING AND ZONING COMMISSION

RECOMMENDATION TO COUNCIL

PLANNING AND ZONING MEETING: December 16, 2020

PLANNING AND ZONING CASE NO: Planning & Zoning Case Z. 20-04

Consider recommendation for a Future Land Use Map revision from "Local Office/Retail/Commercial" to "Medium Density Residential" and consider request for a zoning change from (SF-6) Single Family to (PD) Planned Development, commonly known as 5900 Bursey Road, being Lots 1, 2 and 3, Block 1 of the Huffman Addition. The subject property zoned (SF-6) Single Family, is located on the south side of Bursey Road east of Whitley Road and west of Indian Springs Road. The Planned Development (PD) is proposed to be subdivided into 61 lots for single family residential townhomes. Clarence Huffman, owner. David Washington Jr., applicant/agent.

RECOMMEND APPROVAL OR DENIAL:
APPROVAL ✓ DENIAL

COMMENTS:

(REQUIRED FOR DISAPPROVALS)


Karen Isbell - Secretary


Larry Clark - Chairman

LEN, VP; WAYNE HAMILTON, VP; DAVID L. READING, ASSISTANT SECRETARY.

Application has been made with the Texas Alcoholic Beverage Commission for a MB Mixed Beverage Restaurant Permit with Food and Beverage Certificate, and PE Beverage Cartage Permit by HPT TRS MRP, Inc. and Sonesta International Hotels Corporation d/b/a/ Sonesta Select Fort Worth, 3751 NE Loop 820, Fort Worth, TX 76137. HPT TRS MRP, Inc.: Adam D. Portnoy - Director; John G. Murray - Director, President, CEO; Jennifer B. Clark - Secretary; Brian E. Donley - CFO & Treasurer; Todd W. Hargreaves - VP, CIO; and Jacquelyn S. Anderson - Asst. Sect'y. Sonesta International Hotels Corporation: Adam D. Portnoy - Director; John G. Murray - Director; Jennifer B. Clark - Director, Secretary; Carlos R. Flores - President,

**NOTICE OF PUBLIC HEARINGS
CITY COUNCIL
VIDEOCONFERENCE MEETING
AND PUBLIC HEARING
MONDAY, JANUARY 11, 2021
6:30 P.M.**

Notice is hereby given of a public hearing scheduled for Monday, January 11, 2021 at 6:30 p.m. during the regular City Council Videoconference meeting, for the purpose of hearing the following cases:

Z. 20-04: Consider recommendation for a Future Land Use Map revision from "Local Office/Retail/Commercial" to "Medium Density Residential" and consider request for a zoning change from (SF-6) Single Family to (PD) Planned Development, commonly known as 5900 Bursey Road, being Lots 1, 2 and 3, Block 1 of the Huffman Addition. The subject property zoned (SF-6) Single Family, is located on the south side of Bursey Road east of Whitley Road and west of Indian Springs Road. The Planned Development (PD) is proposed to be subdivided into 61 lots for single family residential townhomes. Clarence Huffman, owner. David Washington Jr., applicant/agent.

Z. 20-05: Consider request for a zoning change from Local Business (LB) to General Business (GB) to develop the property for retail sales and a mobile food vendor court at 5620 Watauga Road, commonly known as 6200 Pine Street being Lot 7R, Block 12 of the Watauga Addition, located on the south side of Watauga Road east of Denton Highway and west of Plum Street. Mr. Land LLC, owner/applicant.

Instructions will be included on the City's website no later than Friday, January 8, 2021 for signing into the meeting and registering to provide public testimony during the public hearing. Opportunities for public testimony during the public hearing will only be available by videoconference. Members of the public desiring to provide written comments will also be provided with instructions on how to submit those comments. Published on Monday, December 21, 2020, in the Star Telegram, Legal Notices Section.

I, Andrea Gardner, City Secretary for the City of Watauga, Texas, hereby certify that this notice was posted on the official bulletin board at City Hall, 7105 Whitley Road, Watauga, Texas, on Monday, December 21, 2020 before 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code.

/s/ Andrea Gardner
City Secretary

**NOTICE OF REQUEST FOR
QUALIFICATIONS/PROPOSALS**

1. Trinity Basin Preparatory, Inc. (TBP) is bidding a contract for design and construction services. TBP is soliciting requests for qualifications and proposals (RFQ/RFP) for Design Build Services for design and construction of new approximately 50,000 square foot school facility at 412 W. Bolt St., Fort Worth, Texas.
2. Est. Project Cost: \$10,000,000 to \$12,000,000.
3. RFQ/RFP is available via email request to bbates@trinitybasin.net.
4. Qualification submissions are due by Wednesday, January 20, 2021, by 12:00 p.m. at 2730 N. State Hwy 360, Grand Prairie, Texas 75050, where they will be opened.
5. For the finalists selected, the due date for Proposals is TBD.
6. TBP reserves the right to reject any and all Submissions.
7. Minority/woman-owned businesses are encouraged to participate in this proposal process.

**NOTICE OF SALE OF
STATE REAL PROPERTY**

Sealed bids covering the sale of the State's interest in approximately 4.934 acre(s) of land located at 503 NE Big Bend Trail, Glen Rose, Somervell, Texas, may be mailed to the attention of District Engineer Carl L. Johnson, P.E., Texas Department of Transportation, 2501 SOUTHWEST LOOP 820 FORT WORTH, TX 76133 or brought to the TxDOT office at 2501 SOUTHWEST LOOP 820 FORT WORTH, TX 76133. Bids on the required, unaltered form must be received in the hands of the District Engineer before 5:00 PM on January 18, 2021. The bids opening will occur virtually at 1:00 PM on January 19, 2021. The envelope shall be marked "BID ON SALE OF STATE REAL PROPERTY, January 19, 2021. Do Not Open" or TxDOT does not bear any responsibility for prematurely opened bids. Bidders or authorized agents are invited to inspect the property on the ground and to be present at the public opening of bids at the above place and time. THE STATE WILL TRANSFER ALL OF ITS RIGHT, TITLE, AND INTEREST, EXCLUDING OIL, GAS, SULPHUR, AND OTHER MINERALS, IN THE REAL PROPERTY TO THE SUCCESSFUL BIDDER IN AN "AS IS" CONDITION WITHOUT ANY WARRANTY OF TITLE, WARRANTY OF MERCHANTABILITY, OR WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE. The

checks or all unsuccessful bidders will be returned after submission of the staff recommended successful bid to the Texas Transportation Commission. The State reserves the right to reject any and all bids. For permission to inspect the property, for required bid forms (including a property description and recording information) or for additional information contact Peter Mousa at 512-416-2103.

NOTICE

TO THE REGISTERED OWNERS AND/OR LIENHOLDERS OF THE FOLLOWING DESCRIBED MOTOR VEHICLES SCHEDULED TO BE SOLD AT THE NEXT ASSIGNED PUBLIC AUCTION.

YEAR	MAKE	MODEL	VIN NUMBER
2000	ACURA	4DR	19UUA5668YA031589
2003	AUDI	4DR	WAULC68E53A210418
2006	BMW	4DR	WBXPA93496W/G83357
2008	BMW	4DR	WBAVA37518NL57205
1997	BUICK	4DR	1G4HP52K5VH416866
1998	BUICK	2DR	1G4GD2214W4708818
1998	BUICK	4DR	2G4WB52K7W1480112
2012	CADILLAC	4DR	1G6DP5E35C0126312
2001	CADILLAC	4DR	1G6KS54Y41U128433
2010	CHEVROLET	4DR	1G1ZB5EB5AF231492
2007	CHEVROLET	4DR	KL1TD566X7B118444
2001	CHEVROLET	2DR	1GCHC24G41E239603
2009	CHEVROLET	2DR	1G1AT18H897196567
2011	CHEVROLET	2DR	1GCRCRA1BZ226499
2010	CHEVROLET	4DR	1G1ZB5EB3AF114140
2002	CHEVROLET	4DR	1GND513S322464087
2006	CHEVROLET	4DR	3GND423P26S648662
2008	CHEVROLET	4DR	1G1AL58F287247209
2001	CHEVROLET	4DR	1GNEK13T01R111664
2011	CHEVROLET	4DR	1G1ZD5E10BF246808
1995	CHEVROLET	4DR	2G1WL52M6S9268342
2004	CHEVROLET	4DR	1GND53S742420497
2003	CHEVROLET	4DR	3GNFK16Z13G244330
2007	CHEVROLET	4DR	2G1WT58K579241002
2003	CHEVROLET	4DR	2G1WF52E539318813
2012	CHRYSLER	2DR	1C3BCBEB6CN190999
2012	DODGE	4DR	1C3CDWDA0CD510373
1999	DODGE	2DR	1R7HC16X4X5128790

Watauga – Bursey Road Townhomes Design Standards

The following design standards will apply to the Bursey Road Townhomes development:

1. Exterior wall materials for residences
 - a. 100% masonry on the front elevation, except for areas above the roofline.
 - b. 80% overall masonry.
2. Roofing materials and pitch
 - a. 6:12 minimum primary roof pitch
3. Garage door materials and decorative design
 - a. Raised panel, decorative metal door with opener
4. Driveway surface materials (concrete, pavers, etc.)
 - a. Broom finished concrete
5. Landscaping and irrigation requirements for individual lots
 - a. All buildings to have HOA-maintained irrigation systems, with front, side and rear landscaping maintained by the HOA.
6. Decorative street lighting and/or street sign poles
 - a. Enhanced decorative street lights – see potential example attached, or alternative agreed with staff.
7. Cluster mailbox location and design
 - a. Location of cluster mailbox shown on plan, with upgraded enclosure.
8. Minimum House Size: 1,600 sf
9. Gifts to the Street
 - a. Each residence shall contain at least three (3) of the following 'Gifts to the Street':
 - i. Divided Light Windows on street facing elevations (front elevation and sides on corner lots)
 - ii. Enhanced Brick Details
 - iii. Metal Seam Roof Accents
 - iv. Cedar Shutter Accents
 - v. Cast Stone Accents
 - vi. At least 2 Masonry Materials (i.e. brick and stone)
 - vii. Decorative Coach Lighting
 - viii. Enhanced Address Plaques
 - ix. Porches
 - x. Alternate Stone Wainscoting.
10. Minimum Garage Size: Two Car- 19' wide x 20' deep.



Statement of Owner Verification

I, Clarence Huffman hereby certify that the statements furnished on my
(PLEASE PRINT NAME HERE)

Planning & Zoning Application for Planning & Zoning Case Z-20-14 and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

By signing this application, I certify that I am the legal title holder for the property concerned in the application for the above mentioned Planning & Zoning Case.

Compliance with written requirements. No specific use permit shall be granted unless the applicant, owner, and grantee of the specific use permit shall be willing to accept and agree to be bound by and comply with the written requirements of the specific use permit as attached to the site plan drawing (or drawings) and recommendation by the planning and zoning commission and approved by the city council.

I understand that it is necessary for me or my agent to be present at the Planning and Zoning Commission and City Council public meetings to represent this request.

Clarence Huffman
Applicant Signature

1-7-2021
Date

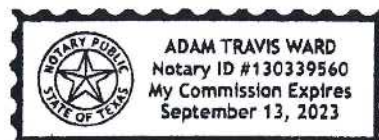
State of Texas
County of Tarrant

Before me, the undersigned authority, on this day personally appeared Clarence Huffman, known to me, or proved to me on the oath of Driver License Verification, or through description to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7th day of January, 2021

Adam Travis Ward
Signature of Notary Public

My commission expires the 13 day of September, 2023.





Statement of Agent Authorization

I, Clarence Huffman, owner of 5900 Bursey Road also
(PLEASE PRINT NAME HERE) ADDRESS
known as Block 1, Lot 1, 2 & 3 of the Huffman Addition Subdivision in the City
of Watauga hereby certify that I have given my permission to DW Commercial, LLC
AGENT
to act as my agent for zoning, specific use permit, preliminary plat, final plat, or variance/special
exception for said property. As the owner of the aforementioned property, I accept and agree to be
bound by and comply with any written requirements a zoning, specific use permit, preliminary plat, final
plat or variance/special exception of the property.

Clarence Huffman
Signature of Owner

Clarence Huffman
Name (Typed or Printed)

1-3-2021
Date

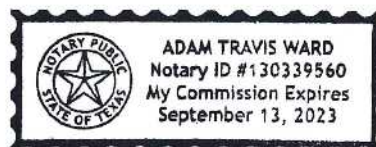
Notary Acknowledgement No. 2: Before me, the undersigned authority, on this day personally
appeared Clarence Huffman, known to me to be the person whose name is
subscribed to the above and foregoing instrument, and knowledge to me that he/she executed the
same for the purposes and consideration expressed and in the capacity therein stated.

Given under my hand and seal of office on this the 7th day of January, 2021

Adam
Notary Public

Notary Public in and For the State of Texas

My commission expires the 13th day of September, 2021



CITY OF WATAUGA, TEXAS
ORDINANCE NO. 2021-009

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS CHANGING THE ZONING CLASSIFICATION OF LOTS 1, 2 AND 3, BLOCK 1, IN THE HUFFMAN ADDITION, ADDRESSED AS 5900 BURSEY ROAD, FROM SINGLE FAMILY (SF-6) TO PLANNED DEVELOPMENT (PD) “BURSEY ROAD TOWNHOMES”; DESCRIBING SAID LAND; REGULATING AND RESTRICTING THE DEVELOPMENT AND USE OF PROPERTY WITHIN SUCH PLANNED DEVELOPMENT (PD) DISTRICT; AMENDING THE ZONING DISTRICT MAP OF THE CITY; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, Clarence Huffman (the “Owner”) owns three tracts of land addressed and commonly known as 5900 Bursey Road, located in the City of Watauga, Tarrant County, Texas, such tracts being more particularly described in **Exhibit “A”** attached hereto and fully incorporated herein for all purposes (the “Property”); and

WHEREAS, the City of Watauga, Texas has adopted a comprehensive zoning ordinance providing for the use and development of the property within the City (herein after known as “Zoning Code”); and

WHEREAS, the City Council may authorize amendments to the regulations provided in the Zoning Code; and

WHEREAS, the Property is presently zoned as Single Family (SF-6) district as noted on the zoning map revision adopted on April 23, 2018; and

WHEREAS, David Washington Jr., of DW Commercial LLC, (collectively, the “Owner’s Agent” has made proper application to the City of Watauga, in accordance with the Zoning Code to change the zoning classification of the Property from Single Family (SF-6) to Planned Development (PD); and

WHEREAS, said application was submitted with proof of ownership of the Property and with authorization for Owner’s Agent to act on behalf of the Owner; and

WHEREAS, the City of Watauga Planning and Zoning Commission and the City Council of the City of Watauga have each conducted in the time and manner and after the notice required by law and the Zoning Code, a public hearing on such proposed change in zoning classification; and

WHEREAS, the City of Watauga Planning and Zoning Commission has issued its final report with a recommendation regarding the changing of the zoning classification; and

WHEREAS, in providing for a planned development (PD) district, the City may impose regulations and provide safeguards as are appropriate to ensure the orderly development of property and to protect adjoining properties; and

WHEREAS, the City Council of the City of Watauga, Texas now deems it appropriate to grant such requested zoning classification amendment.

NOW, THEREFORE, BE IT ORDAINED 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.

II.

The zoning classification of the Property is hereby amended from Single Family (SF-6) to Planned Development (PD) "Bursey Road Townhomes".

III.

The Planned Development will consist of a residential development. Improvements to the Property will be designed to enhance the overall urban design and nature of the Property and surrounding area. The Planned Development shall be known as "Bursey Road Townhomes" and must be developed in accordance with the Watauga Code of Ordinances, including the Zoning Code, and with the site plan, attached hereto as **Exhibit "B"** and fully incorporated herein for all purposes. Except as provided herein, the Planned Development is subject to the Single Family (SF-6) District Regulations.

- 1) Use regulations. Only attached single-family dwellings and incidental uses shall be allowed as uses in the Planned Development.
- 2) Lot number, size and density regulations.
 - a) The overall density of the Property must not exceed twelve and fifty-nine hundredth (12.59) residential lots per acre.
 - b) The average lot size for each residential must be no less than two thousand four hundred seven (2,407) square feet.
 - c) The lot width for each residential lot must be no less than twenty-five (25) feet, as depicted in **Exhibit "B"**.
 - d) The lot depth for each residential lot must be between ninety-seven (97) feet and eighty-five (85) feet.
 - e) The front yard setback for each residential lot must be no less than eight (8) feet.
 - f) All buildings must be separated by at least ten (10) feet.
- 3) Dwelling number and size regulations.
 - a) No more than sixty-one (61) dwelling units may be located on the Property.
 - b) The dwelling unit footprint size must not exceed twenty-five (25) by sixty-five (65) feet.
 - c) The number of dwellings units must be arranged in either five (5) or six (6) unit buildings.
 - d) The bulk controlled area of a dwelling unit must be no less than one thousand, six hundred (1,600) square feet.
 - e) Each dwelling unit must have, on its associated lot, a driveway and rear garage access via a private alley. Each dwelling unit must have one garage, and each garage must be a minimum of nineteen (19) feet wide by twenty (20) feet deep, located a minimum of twenty-one (21) feet from the rear alley line. Each unit's garage must connect to the private alley via a private

- driveway.
- f) Garage conversions are prohibited within the subdivision.
- 4) Architectural regulations:
- a) All buildings must be one hundred percent (100%) brick, masonry or stone along the front elevation, except for areas above the roofline.
 - b) No less than eighty percent (80%) of the back exterior wall of each dwelling unit must be brick, masonry or stone, except for areas above the roofline.
 - c) One hundred percent (100%) of the building side walls must be brick, masonry or stone.
 - d) Driveway surface material must consist of concrete or concrete pavers, with a broom-finished surface.
 - e) All primary roofs must contain a 6:12 minimum pitch.
 - f) All garage doors must consist of a decorative metal door with a raised panel and must be connected to operable automated garage door opening system.
 - g) All residential units shall contain at least of the following three architectural features, known as "Gifts to the Street":
 - i. Divided light windows on street-facing elevations, except that corner lots must contain divided light windows on both front street-facing elevations and side street-facing elevations
 - ii. Enhanced brick details
 - iii. Metal seam roof accents
 - iv. Cedar shutter accents
 - v. Cast stone accents
 - vi. Inclusion of at least two (2) masonry materials
 - vii. Decorative coach lighting
 - viii. Enhanced address plaques
 - ix. Porches
 - x. Alternative stone wainscoting
- 5) Landscaping and screening regulations.
- a) Trees from the City's approved tree list must be placed along the Bursey Road street frontage at intervals of no more than fifty (50) feet, as shown on the Landscape Plan, attached hereto as **Exhibit "C"** and incorporated herein for all purposes. Within the rear landscape buffer, trees from the City's approved tree list must be placed in a manner resulting in a Property-wide average of no more than one tree for every fifty (50) feet on center, with evergreen shrubs from the City's approved shrub list planted in between such trees at intervals of every ten (10) feet on center.
 - b) All property other than individual residential lots must have irrigation systems, with front, side and rear landscaping, as provided in **Exhibits "B"** and **"C"** to be maintained by a homeowners' association established for the development.
 - c) No landscaping or irrigation shall be allowed in any city right of way but may be allowed within a private property portion of the sight triangle.
- 6) Additional regulations.
- a) A minimum of 0.6467 acres shall be provided adjacent to the east Property line, the west Property line and the rear property line for open space and guest parking areas, as generally depicted in **Exhibit "B"**
 - b) All placement of electric utilities shall be placed underground along Bursey Road.
 - c) Enhanced decorative streetlights must be installed. Such streetlights shall be owned and maintained by the HOA and must operate from dusk to dawn as approved by the City.

- d) Alley must be lit from dusk to dawn.
 - e) Decorative sign poles must be installed.
 - f) Whitley Road adjacent to Bursey Road must be re-stripped in accordance with City street specifications. Alternatively, the Owner shall pay the cost of such re-stripping as provided for in the awarded bid for the Whitley Road 3 reconstruction project.
 - g) Cluster mailboxes with upgraded enclosures, as provided in **Exhibit "B"** must be placed in accordance with **Exhibit "B"**.
 - h) High Performance architectural shingles engineered to resist wind speeds up to 130 mph must be installed on all buildings.
 - i) All building exteriors and roofs must be maintained by the homeowners' association.
 - j) A "NO LEFT TURN" sign must be installed at Whitley Road, as depicted on **Exhibit "B"**.
 - k) All roof-mounted HVAC equipment must be screened.
 - l) Boarding and lodging homes are prohibited.
 - m) The Owner must include an engineering study for adequacy of utilities, access roads, drainage and other necessary supporting facilities at the time the engineering design plans are submitted.
- 7) The development of the Property must proceed in compliance with the Development Schedule, attached hereto as **Exhibit "D"** and incorporated herein for all purposes.
- 8)

IV.

The Zoning District Map of City of Watauga, Texas shall be revised and amended to show the zoning classification of the Property as provided in Section II hereof with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the changes.

V.

This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Watauga, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances, except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance(s) are hereby repealed. However, to the extent this Ordinance represents any deviation from the Future Land Use Plan of the City of Watauga City Comprehensive Plan; such plan is hereby amended to conform to this Ordinance.

VI.

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

VII.

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

VIII.

This Ordinance 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 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, the _____ day of _____, 2021.

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

CITY OF WATAUGA, TEXAS
ORDINANCE NO. 2021-008

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS APPROVING A FUTURE LAND USE MAP AMENDMENT AFFECTING 4.8666 ACRES OUT OF THE MANSEL W. WILMETH SURVEY, ABSTRACT NO. 1621, LOCATED IN HUFFMAN ADDITION, LOT 1, 2 AND 3, BLOCK 1, ADDRESSED AS 5900 BURSEY RD. CHANGING THE FUTURE USE FROM LOCAL OFFICE/RETAIL/COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, the City of Watauga, Texas has adopted a comprehensive Zoning Code providing for the planned development of the City; and

WHEREAS, an agent of the property owner, on the property owner's behalf filed an application with the City of Watauga, Texas seeking a zoning change from Single Family (SF-6) to Planned Development District (PD) for the property addressed as 5900 Bursey Road and described as 4.8666 acres out of the Mansel W. Wilmeth Survey, Abstract No. 1621 located in Huffman Addition, Lot 1, 2 and 3, Block 1; and

WHEREAS, the size, location and proposed use of the property is better suited to be developed as a medium density residential Planned Development; and

WHEREAS, the city Future Land Use Map ("FLUM") should be maintained consistent with the city's zoning map; therefore, the rezoning application also necessitates amending the FLUM, to allow the requested rezoning of the property from "Single Family" (SF-6) to "Planned Development" (PD); and

WHEREAS, such amendment of the Future Land Use Map and the rezoning application have been presented to and recommended for approval by the Planning and Zoning Commission on December 16, 2020.

NOW, THEREFORE, BE IT ORDAINED 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.

II.

The Future Land Use Map ("FLUM") is amended to depict the 4.8666 acres out of the Mansel W. Wilmeth Survey, Abstract No. 1621 located in Huffman Addition, Lot 1, 2 and 3, Block 1 and addressed as 5900 Bursey Road the planned land use as Medium Density Residential as requested in Planning and Zoning Case No. Z. 20.04.

III.

This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Watauga, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances, except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance(s) are hereby repealed. However, to the extent this Ordinance represents any deviation from the 2016 Future Land Use Plan of the City of Watauga City Comprehensive Plan; such map is hereby amended to conform to this Ordinance.

IV.

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

V.

This Ordinance 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 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, the _____ day of _____, 2021.

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: December 9, 2020

TO: Honorable City Council Members

FROM: Sandra Gibson, Director of Finance

THROUGH: Andrea Gardner, City Manager

SUBJECT: Discuss and consider action on an ordinance by the City Council of the City of Watauga, Texas amending Sections 32-19 and 32-21 of Chapter 32, article II of the Code of Ordinances of the City of Watauga, Texas; adding a definition and adding use of transfer station for bulk waste disposal; amending the franchise agreement between the City and its service provider, Progressive Waste Solutions of Texas, Inc. dba WC of Texas providing for severability; establishing a penalty; and providing an effective date.

BACKGROUND/INFORMATION:

In March 2020, the City's solid waste provider, Waste Connections, began experiencing difficulty maintaining service levels for bulk collections. The collection issue mostly stemmed from COVID-19, but Council requested an item be placed on June 8, 2020 agenda to consider direction on conducting an RFP for bulk collection services. During the discussion, the representatives from Waste Connections mentioned citizens being authorized to dispose of bulk at a specified facility. As such, City Administration worked with Waste Connections to provide the attached amendments to the existing franchise agreement.

The authorization allowing residents to dispose of bulk waste at the Transfer Station necessitated amending Sections 32-19 and 32-21 of Chapter 32, article II of the code of ordinances of the City of Watauga, Texas; adding a definition and adding the terms of use transfer station for bulk waste disposal.

The Ordinance and proposed amendment to the Franchise agreement have been drafted by the City Attorney's office. Staff is requesting authorization to amend the agreement in the form, or one substantially similar to the form attached.

FINANCIAL IMPLICATIONS:

In addition to regular solid waste collection services provided by Waste Connections, residents are eligible to transport and dispose of solid waste at the Transfer Station. The first two disposals are free of charge, but may not exceed 1 ton, in the aggregate,



AGENDA MEMORANDUM

annually. Residents will be required to present a City of Watauga water bill to qualify and register at the transfer scale office.

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council approve Ordinance No. 2021-001, amending the franchise agreement with Waste Connections for solid waste services.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. City of Watauga and Minnis Transfer Station (002)
2. 2021.1.6 Third Amendment to Franchise Agreement with Waste Collections
3. Chapter 32 Amended Solid Waste Ordinance

REVIEWED BY:

Sandra Gibson, Director of Finance

Karrie Marling, Legal

George Hyde, Legal

Andrea Gardner, City Manager

Approved as to form for inclusion on Agenda

Approved - 1/5/2021

Approved - 1/6/2021

Approved - 1/6/2021

Final Approval - 1/7/2021



WASTE CONNECTIONS OF TEXAS
Connect with the Future®

December 8, 2020

City of Watauga

Attn: Andrea Gardner, City Manager
7105 Whitley Rd
Watauga, TX 76148

RE: Wording and verbiage change to Exclusive Franchise Agreement for the Collection, Hauling, Recycling, And Disposal of Municipal Solid Waste, Construction, And Demolition Waste and Recyclable Materials in the City of Watauga, TX (Section 6: Special Collection and Services D: Solid Waste Disposal at the Transfer Station).

Andrea,

Waste Connections has greatly appreciated the opportunity to service the City of Watauga. Over the years we have enjoyed working with the City staff and look forward to an ongoing partnership.

In regards to the City of Watauga's interest in opening up the Minnis Transfer station located at 2120 Minnis Dr. Haltom City, TX 76117 to its residence. Waste Connections currently allows Watauga residence to utilize the Minnis Transfer station for the gate rate.

In continuing our partnership we would like to open up the transfer station to all City of Watauga household for (2) free dumps up to (1) ton or whichever comes first (Annually). All a resident will need to do is present a City of Watauga water bill to qualify and register at the Transfer scale office. Each household will be recorded by address and Name on water bill.

We at Waste Connections look forward to a continued partnership.

**Abel Moreno, District Manager
Waste Connections**



WASTE CONNECTIONS OF TEXAS
Connect with the Future®

THIRD AMENDMENT TO FRANCHISE AGREEMENT

THIS THIRD AMENDMENT TO FRANCHISE AGREEMENT ("Third Amendment") is made and entered into by and between the City of Watauga, Texas, a municipal corporation (City) and Progressive Waste Solutions of Texas, Inc. dba WC of Texas ("Contractor") (collectively, "Parties" and each individually, "Party").

Recitals

WHEREAS, the City and Contractor entered into an Exclusive Franchise Agreement for the Collection, Hauling, Recycling and Disposal of Municipal Waste, Construction and Demolition Waste, and Recyclable Materials ("Franchise Agreement"), executed June 5, 2012; and

WHEREAS, the Franchise Agreement was amended by that certain Amendment to Exclusive Franchise Agreement for the Collection, Hauling, Recycling and Disposal of Municipal Waste, Construction and Demolition Waste, and Recyclable Materials, ("First Amendment") executed April 28, 2017, extending the term of the agreement and amending Section 3 Operations and Section 7 Bulky Items, Bundles and Loose Brush; and

WHEREAS, the Franchise Agreement was amended by that certain Second Amendment to Exclusive Franchise Agreement for the Collection, Hauling, Recycling and Disposal of Municipal Waste, Construction and Demolition Waste, and Recyclable Materials, in order to correct a scrivener's error in order to correct the Contractor's name ("Second Amendment"); and

WHEREAS, the Franchise Agreement, First Amendment and Second Amendment shall be known collectively as "the Franchise Agreement". See **Exhibit A** attached hereto and incorporated for all purposes; and

WHEREAS, the City of Watauga, Texas (the "City") is a home-rule municipality incorporated under Article IX of the Texas Constitution; and

WHEREAS, pursuant to Sec. 12.02 of the of the Home Rule Charter ("the Charter") that the City Council shall have power by ordinance to grant, amend, renew and extend all franchises of all public utilities operating within the city; and

WHEREAS, the form of the ordinance to be presented to the City Council shall be shall be in the same, or substantially similar, form to **Exhibit B** attached hereto and incorporated for all purposes; and

WHEREAS, the Charter further requires that all ordinances granting, amending, renewing or extending franchises for public utilities shall be read at two separate regular meetings of the city council, and shall not be finally passed, adopted and approved until 30 days after the first reading; and

WHEREAS, the Charter requires that pending passage, adoption and approval of the

ordinance, the full text of such ordinance shall be published once each week for four consecutive weeks in the official newspaper of the city (The Fort Worth Star Telegram), and the expense of such publication shall be borne by Contractor; and

WHEREAS, the Parties find, pursuant to Sec. 12.05 of the of the Home Rule Charter (“the Charter”) the City is prohibited from granting an exclusive franchise to construct, maintain or operate a public utility, and no renewal or extension of such grant shall be exclusive; and

WHEREAS, the Parties find, that Section 2 of the Franchise Agreement regarding the exclusivity of the contract must be amended; and

WHEREAS, the Parties find, additional amendments to Section 7, Bulky Items, Bundles and Loose Brush are necessary the health, safety, and welfare of the residents of the City of Watauga; and

WHEREAS, the Parties find, the Notice provisions need to be amended; and

WHEREAS, the Parties desire to enter into this Third Amendment in order to modify and suspend certain provisions of the Franchise Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Franchise Agreement is amended as follows:

1. **SECTION 2 EXCLUSIVE FRANCHISE GRANT** shall repeal the exclusivity of the franchise, and be amended to read **FRANCHISE GRANT** with the following provisions as related the grant:

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, a non-exclusive franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

Service Provider hereby agrees to pay to City a franchise fee equal to ten percent (10%) of gross proceeds generated from this Franchise Agreement. Said franchise fee shall be paid monthly at time of billing during the duration of this Agreement.

2. **SECTION 6. SPECIAL COLLECTIONS AND SERVICES SECTION D.** shall be amended to read as follows regarding solid waste disposal at the transfer station:

The Service Provider will dispose of Solid Waste brought to the Minnis Transfer Station located at 2120 Minnis Drive, Haltom City, TX 76117 (the "Transfer Station")

by Residential Units. Residential units shall have two (2) free disposals, not to exceed 1 ton in aggregate, annually. In the event of subsequent disposals, in a 12-month period, the Service Provider shall charge and collect from such Residential Units the "per ton" rate contained in the Special Rate section of Exhibit B, attached hereto. Notwithstanding anything to the contrary contained herein, the Franchise Fee shall not apply to any of the amounts collected by the Service Provider pursuant to this Section 6.D.

The Service Provider shall require identification from Residential Units for proof that they live in the City. Each household will be recorded, by address and name on water bill, at the Transfer scale office.

3. **SECTION 30. NOTICES** shall be amended shall be amended with the following provisions as related to notices:

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Watauga
Attn: City Manager
7105 Whitley Road
Watauga, TX 76148

With Copy to:

George E. Hyde, City Attorney
Russell Rodriguez Hyde Bullock LLP
1633 Williams Drive
Bldg. 2, Suite 200
Georgetown, TX 78626

If to the Service Provider:

JES! TX Corporation
Attn: District Manager
4001 Old Denton Road
Haltom City, TX 76117

With Copy to:

JES! Corporation
2301 Eagle Parkway, Suite 200
Ft. Worth, TX 76177
Attn: Legal Department

All other terms and conditions contained in the Franchise not expressly modified in this Third Amendment remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment effective as effect 30 days after the final passage, adoption, and approval the ordinance as required by the Charter.

THE CITY OF WATAUGA, TEXAS
a Home Rule City

Executed by and approved for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the City Council.

Arthur L. Miner, Mayor

ATTEST:

Andrea Gardner, City Secretary

APPROVED AS TO FORM:

George Hyde, City Attorney
Russell Rodriguez Hyde Bullock LLP

PROGRESSIVE WASTE SOLUTIONS OF TEXAS, INC.
DBA WC OF TEXAS

By: _____
Abel Moreno, District Manager

Exhibit A
FRANCHISE AGREEMENT

Exhibit B

**ORDINANCE AMENDING CHAPTER 32
SOLID WASTE**

CITY OF WATAUGA, TEXAS
ORDINANCE NO. 2021-001

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AMENDING SECTIONS 32-19 AND 32-21 OF CHAPTER 32, ARTICLE II OF THE CODE OF ORDINANCES OF THE CITY OF WATAUGA, TEXAS; ADDING A DEFINITION AND ADDING USE OF TRANSFER STATION FOR BULK WASTE DISPOSAL; PROVIDING FOR SEVERABILITY; ESTABLISHING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Watauga, Texas is a home-rule municipality located in Tarrant County, Texas created in accordance with provisions of Chapter 9 of the Local Government Code and operating pursuant to its Charter and the laws of the State of Texas, and

WHEREAS, the City Council finds, pursuant to Sec. 12.02 of the of the Home Rule Charter (“the Charter”) that the City Council shall have power by ordinance to grant, amend, renew, and extend all franchises of all public utilities operating within the city; and

WHEREAS, the City Council finds, all ordinances granting, amending, renewing, or extending franchises for public utilities shall be read at two separate regular meetings of the city council, and shall not be finally passed, adopted, and approved until 30 days after the first reading; and

WHEREAS, the City Council finds, pursuant to Sec. 12.05 of the Charter the City is prohibited from granting an exclusive franchise to construct, maintain or operate a public utility, and no renewal or extension of such grant shall be exclusive; and

WHEREAS, chapter 363 of the Texas Health and Safety Code authorizes the City to determine all aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location, and extent of providing solid waste handling services; and

WHEREAS City Council finds that providing additional and cost-effective means of bulk waste disposal will promote the health, safety, and welfare of the public; and

WHEREAS, the City Council finds that its current franchise agreement between the City and its service provider, Progressive Waste Solutions of Texas, Inc. dba WC of Texas, for the collection, hauling, recycling and disposal of municipal waste, construction and demolition waste, and recyclable materials needs to be amended in a manner approved by the City Attorney’s office to achieve this goal. See **Exhibit A** attached hereto and incorporated for all purposes; and

WHEREAS, the City Council enacted Chapter 32 of the City of Watauga Code of Ordinances to regulate collection and disposal of solid waste as allowed under State law; and

WHEREAS, the City Council finds that additional provisions to Chapter 32 of the City of Watauga Code of Ordinances are necessary.

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

I.

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

II.

The City of Watauga Code of Ordinances is hereby amended to add the definition of Transfer Station to Section 32-19 and add Section 32-21(i) to Chapter 32 (entitled "Solid Waste"), Article II (entitled "Handling and Disposal") to provide as follows:

Sec. 32-19 Definitions

Transfer Station- The transfer station is the central location where municipal solid waste is brought for disposal. The Transfer Station is currently located at 2120 Minnis Drive, Haltom City, TX 76117.

(INTENTIONALLY LEFT BLANK)

Section 32-21(i) Transfer Station Disposal

(i) *Transfer Station Disposal.* In addition to regular solid waste collection services provided by the City of Watauga, residents are eligible to transport and dispose of solid waste at the Transfer Station. The first two disposals are free of charge, but may not exceed 1 ton, in the aggregate, annually. In the event of subsequent disposals, regardless of whether the one (1) ton limit has been reached, the Service Provider shall charge and collect from such residents the "per ton" rate contained in the Franchise agreement executed between the City and the collection service.

(1) Should any City resident haul all, or any part of, their garbage or rubbish to the transfer station, they shall remain obligated to pay garbage and rubbish collection fees contained in the Franchise agreement executed between the City and the collection service.

III.

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

IV.

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

V.

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

VI.

This Ordinance shall become effective and shall be in full force and effect 30 days after its final passage, 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 pending such time, the full text of such ordinance shall be published once each week for four consecutive weeks in the official newspaper of the city, and the expense of such publication shall be borne by the proponent of the franchise.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this, the 11th day of January 2021.

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

Exhibit A

THIRD AMENDMENT TO FRANCHISE AGREEMENT



AGENDA MEMORANDUM

DATE: December 9, 2020

TO: Honorable City Council Members

FROM: Sandra Gibson, Director of Finance

THROUGH: Andrea Gardner, City Manager

SUBJECT: Discuss and consider an Ordinance by the City Council of the City of Watauga, Texas amending Section 42-83 of Chapter 42 of the City's Code of Ordinances to provide qualified residential customers of the Watauga water and wastewater system with deposit refunds upon written request; providing for repeal; providing for severability; and providing an effective date.

BACKGROUND/INFORMATION:

During the Council Retreat in August, 2020, staff presented information on utility deposits on customer accounts and the automatic refund process that has been in place since December, 2019. An analysis was prepared with data from 2019 that showed 58% of customers leaving the City did not pay the balance of the final bill issued after the deposit on account was applied. The reason for utility deposits on accounts is to help to mitigate the risk of non-payment on final bills since services are used before they are paid for. City Council provided direction to staff to follow-up with Council for consideration of an amendment to the Code of Ordinances, Section 42-83(b) to discontinue the automatic process of refunds/credits of deposits to a residential utility customer account if the customer's account is in good standing for two (2) years. At the November 9, 2020 Utility Billing workshop, a proposed timeline was approved by Council to bring this item forward to Council for consideration in January, 2021.

With this amendment, the ordinance will require that, if a residential customer wishes to receive a deposit refund/credit, they must provide a written request for refund of the deposit amount. If Council approves the amendment to the Ordinance, staff will discontinue the automated refund/credit to customer accounts beginning on the February billing cycle.

FINANCIAL IMPLICATIONS:

Utility deposit refunds are applied to a customer's account when they terminate services with the City. With fewer deposits on file, there is increased risk of non-payment on final bills and potential for an increase in bad debt to the City.



AGENDA MEMORANDUM

RECOMMENDATION/ACTION DESIRED:

Respectfully recommend the Council review and take action on the item presented.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Ordinance 2021-02 - Amending Ch 42-83(b) Revised Utilities

REVIEWED BY:

Sandra Gibson, Director of Finance

Karrie Marling, Legal

George Hyde, Legal

Andrea Gardner, City Manager

Approved as to form for inclusion on Agenda

Approved - 1/6/2021

Approved - 1/6/2021

Approved - 1/6/2021

Final Approval - 1/7/2021

CITY OF WATAUGA, TEXAS
ORDINANCE NO. 2021-002

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AMENDING SECTION 42-83 OF CHAPTER 42 OF THE CITY'S CODE OF ORDINANCES TO PROVIDE QUALIFIED RESIDENTIAL CUSTOMERS OF THE WATAUGA WATER AND WASTEWATER SYSTEM WITH DEPOSIT REFUNDS UPON WRITTEN REQUEST; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 42-83 of the Code of Ordinances City of Watauga (hereinafter, the "City") currently provides that water and wastewater residential utility customers who maintain their accounts in good standing for two (2) years receive an automatic refund of their utility deposit without providing a written request for such a refund; and

WHEREAS, City Council has determined that it is in the best interests of the City and its residential utility customers to allow customers who maintain their utility accounts in good standing for two (2) years to be issued utility deposit refunds upon written request of the customer.

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

I.

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

II.

Chapter 42 of the City of Watauga Code of Ordinances is hereby amended by deleting subsection 42-83(b) of Chapter 42 thereof and substituting therefor a new subsection 42-83(b) to provide as follows:

"Chapter 42 - UTILITIES

. . . .

ARTICLE II. - WATER AND SEWER SYSTEMS

. . . .

DIVISION 3. - RATES AND CHARGES

. . . .

Sec. 42-83. - Deposits.

. . . .

- (b) *Refund or credit.* Guidelines for residential customers to receive a refund/credit to their accounts prior to terminating utility service are as follows:
- (1) The account will have to be in good standing for a period of two consecutive years before a refund is granted. (The account will have no arrears, penalties or insufficient checks posted during that time.)
 - (2) Upon written request by the customer, refunds will be processed monthly during the regular billing cycle and credited to the customer account.
 - (3) The refund will be made to the person listed on the account.”

III.

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

IV.

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

V.

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

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this, the 11th day of January, 2021.

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



MEMORANDUM OF UNDERSTANDING BETWEEN CITY AND INSTITUTE TO COMBAT TRAFFICKING

- 1. PARTIES.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between _____, (hereinafter referred to as “City”) and Institute to Combat Trafficking, (hereinafter referred to as “ICT”).
- 2. PURPOSE.** The purpose of this MOU is to establish the terms and conditions under which CITY and ICT will collaborate in preparation for the NE Tarrant County Human Trafficking Symposium, January 22, 2021.
- 3. TERM.** The MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU. This MOU shall remain in effect from the time of signing.
- 4. RESPONSIBILITIES.** The parties are responsible for the following items:
 - a. CITY
 - i. Will provide data and information as requested by ICT to facilitate ICT’s human trafficking assessment in anticipation of the NE Tarrant County Human Trafficking Symposium; and
 - ii. Will allow ICT to use the data and information in an aggregate and deidentified manner to support human trafficking research, training, and policy development.
 - b. ICT
 - i. Will conduct the human trafficking assessment and make recommendations regarding prevention and early interdiction of human trafficking to the CITY; and
 - ii. Will hold all CITY data and information in confidence and use the data to conduct the assessment, make recommendations, and facilitate problem-solving discussions at the Symposium; and
 - iii. Will use only aggregate and deidentified data and information in support of its human trafficking research, training, and policy development.

5. GENERAL PROVISIONS. Either party may request changes to this MOU. Any changes modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written consent and effective when executed and signed by all parties to this MOU.

We, the undersigned authorized representatives have read and agree with this MOU.

CITY: _____

INSTITUTE TO COMBAT TRAFFICKING

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

Andrea Gardner

From: BURRIS, MICHELLE <MICHELLE.BURRIS@tccd.edu> on behalf of AYERS, KENYA <KENYA.AYERS@tccd.edu>
Sent: Tuesday, December 8, 2020 12:10 PM
Subject: ACTION REQUESTED/SAVE THE DATE: Mid-Cities Human Trafficking Symposium: Education, Dialogue and Action
Attachments: ICT_NETarrantMOU (1).pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



SUCCESS WITHIN REACH.

Dear Mid-Cities Mayors and City Managers,

It is my pleasure to formally invite you to the Inaugural **Mid-Cities Human Trafficking Symposium: Education, Dialogue and Action** — *a virtual event* — on **Friday, January 22** from 9:00am to 5:00pm. **Please save the date.** This event will connect civic, educational, and non-profit leaders in the mid-cities region of Tarrant County as we work to combat Human Trafficking and support its survivors.

We are partnering with Kirsta Melton, JD, Co-Founder of the Institute to Combat Trafficking (ICT), to offer an assessment of each city's human trafficking data and policies. Some of you may recall that Kirsta previously led the Texas Human Trafficking unit in the Texas Attorney General's office. Our aim is to work with Kirsta to tie together the great work already taking place in our community. We hope to end this event with an action plan to provide resources to our partners and to bring awareness to this social problem.

To create an impactful action plan at the conclusion of this Symposium, the 12 mid-cities municipalities will find an MOU outlining the terms of the data assessment approach attached to this letter.

I invite you and your city to partake in this assessment so that, together, we can better serve our community. The assessment will require your city to provide deidentified data as requested by the ICT to better support research, training, and policy development. In return, the ICT will provide recommendations related to prevention and resources. As your community partner, TCC will cover the costs associated with the assessment on your behalf.

If you are interested in participating in this assessment, please review the attached Memorandum of Understanding and send a signed copy to kirsta.melton@justicestartsnow.org by December 31. Should you have any questions or concerns, please contact Kirsta.

I sincerely hope you are able to join us virtually, and I look forward to working with you as we find ways to continuously improve service to the Tarrant County Community.

Best,

A handwritten signature in black ink that reads "Kenya Ayers-Palmore". The signature is written in a cursive, flowing style.

Kenya Ayers-Palmore, Ed.D.
President, Tarrant County College Northeast Campus
828 W. Harwood Road | Hurst, TX 76054
817-515-6200 | Fax 817-515-0483
Kenya.Ayers@tccd.edu | www.tccd.edu

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AGENDA MEMORANDUM

DATE: December 15, 2020

TO: Honorable City Council Members

FROM: Bradley Fraley, Chief Information Officer

THROUGH: Andrea Gardner, City Manager

SUBJECT: Discuss and consider action on an Enterprise Agreement with Microsoft Corporation and a purchase of software from Software House International (SHI) Government Solutions from DIR-TSO-4092 State Contract which satisfies all bidding requirements.

BACKGROUND/INFORMATION:

The City of Watauga currently utilizes Microsoft Office 2010 city-wide as the suite of productivity applications for documents, spreadsheets, presentations, e-mail and databases. As indicated by the product version, this software is now well over 10 years in age and 4 versions behind the current software available. Microsoft extended support of this version of software ended on October 13, 2020, which means that security and other patches are no longer being provided. As a result, Information Technology has explored several options for replacing this software with a current version (presently Office 2019). Given the upfront cost per license of this software, I.T. has concluded that a combination of the Office 365 Subscription and perpetual license with software assurance represents the most cost-effective solutions for providing an upgrade to this software because these options allow the City to spread the cost out over multiple years while providing for an “always current” licensing model.

The Office 365 subscription is a user-based subscription. The City has 160 unique users which will require a license at \$117.88 each per annum. The subscription license allows each user to install and use the desktop suite on up to 5 individual systems. This helps minimize the cost of licensing because users with multiple devices, i.e. users with both a desktop and mobile device, do not require individual licenses for each device. Further, this licensing model supports “multi-user” devices such as devices that are shared by many users without using one of their 5 individual licenses, so long as the user has a valid subscription license for example, Police and Fire report writing computers. The proposed subscription is hosted in the Microsoft Government Cloud, which is specifically designed to meet the security requirements of Government agencies and is separate from other Microsoft Cloud offerings, integrates with the City’s Active Directory and is managed by a central console which allows I.T. to assign/revoke licenses as users leave or join the City’s team. The subscription provides for an always current installation,



AGENDA MEMORANDUM

meaning that updates to any new version are included and can be automatically deployed to user devices.

The Office 365 subscription requires an initial three-year commitment. The included contract documents are templates provided by Microsoft require Council approval prior to execution of the subscription setup and purchasing. The documents have been reviewed by the City Attorney's office and approved as to form.

In addition to the subscription, I.T. recommends that the City purchase 38 perpetual licenses with software assurance at \$224.30 per annum for use on the public PCs in the Library (22), the new Library training laptops (6) and the new City Training laptops (10) which were approved for purchase by Council during the December 2020 Council meeting. The licenses for year one are pro-rated based on the start date of February 1, 2021, and are \$180.91 each. The select agreement terms are September 1 - August 31 of each year. The perpetual license with software assurance is also a three-year commitment but these licenses are assigned to devices rather than users and can be used by anyone, including the public, without a valid subscription license. Since most of these stations are for public use, this is the best way to license these devices.

As the proposed Enterprise Agreement is procured through SHI Government Solutions, under the cooperative contract of the Texas Department of Information Resources (DIR), contract #DIR-TSO-4092, SHI considers the minimum subscription obligation of 250 Licenses met, due to the number of DIR contract participants as a whole. The City is able to utilize the Texas Department of Information Resources contracts and per authority granted by the Local Government Code Section 271.102 and Texas Government Code Chapter 791, government entities may utilize these contracts. The code is designed to allow government entities to utilize contracts for products and services that have already gone through the bid process, thereby meeting all State and Local purchasing laws and requirements.

This licensing model also includes always current licensing for the 3-year period of the commitment. There are no additional contracts required for the perpetual licenses with software assurance as these are part of the City's existing Select Agreement with Microsoft under the State of Texas DIR contract DIR-TSO-4092, however, for the sake of transparency, I.T. seeks approval from Council prior to purchasing these licenses.

Budgeted monies are available in the Fiscal Year 2020-2021 Budget as listed in the Capital Outlay Plan. The Capital Outlay Plan currently includes the required monies to support this request for years 2 and 3 as well. Year one cost is \$25,735.38. Years 2 and 3 costs are \$27,384.20 each.

FINANCIAL IMPLICATIONS:



AGENDA MEMORANDUM

Budgeted monies are available in the Fiscal Year 2020-2021 Budget as listed in the Capital Outlay Plan. The Capital Outlay Plan currently includes the required monies to support this request for years 2 and 3 as well. Year one cost is \$25,735.38. Years 2 and 3 costs are \$27,384.20 each.

RECOMMENDATION/ACTION DESIRED:

Recommend approval of the Enterprise Agreement with Microsoft Corporation and a purchase of software from SHI Government from DIR-TSO-4092 State Contract which satisfies all bidding requirements.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. SHI Quote-18926059
2. SHI Quote-18930240
3. SHI SB 252
4. SHI HB 89
5. Microsoft Discount Transparency Form
6. Microsoft Enterprise Agreement State and Local Government
7. Microsoft Volume Licensing Enterprise Enrollment
8. Microsoft Subscription Enrollment Agreement
9. Microsoft Previous Enrollment Agreement Form
10. SHI GOVERNMENT SOLUTIONS FORM 1295

REVIEWED BY:

Karrie Marling, Legal
George Hyde, Legal
Deby Woodard, Assistant Director of Finance
Sandra Gibson, Director of Finance
Andrea Gardner, City Manager
Approved as to form for inclusion on Agenda

Approved - 1/5/2021
Approved - 1/6/2021
Approved - 1/7/2021
Approved - 1/7/2021
Final Approval - 1/7/2021

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Date:

Program:

Enrollment Number:

Quote Number:

Partner Name:

Reseller Address:

Discount Details

For this enrollment, Microsoft provided the Customer's Partner an additional discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the additional discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed in the table below is the maximum price the partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the additional discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the additional discount, does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner.

Ordered Products

Currency	Maximum Resale Price
US Dollar	

Note: The Maximum Resale Price listed in the table above only pertains to the Microsoft Products to be ordered under this Enrollment. The content of this form has no impact on the Customer's price for Non-Microsoft products and services.

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Retail Price for all Microsoft Products ordered under the Customer Contract minus the aggregated discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner:

Customer:

Signature of Customer's authorized representative:

Printed name:

Printed title:

Date:

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement (“Agreement”) is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

“Affiliate” means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer’s state expressly authorized by the laws of Customer’s state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

“Customer” means the legal entity that has entered into this Agreement with Microsoft.

“Customer Data” means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

“day” means a calendar day, except for references that specify “business day”.

“Enrolled Affiliate” means an entity, either Customer or any one of Customer’s Affiliates that has entered into an Enrollment under this Agreement.

“Enrollment” means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

“Enterprise” means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

“Fixes” means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

“License” means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis (“Subscription License”). Licenses for Online Services will be considered Subscription Licenses.

“Microsoft” means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

“Online Services” means the Microsoft-hosted services identified as Online Services in the Product Terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Volume Licensing Site and updated from time to time.

“Product” means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

“Product Terms” means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

“SLA” means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“Software Assurance” is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

“Trade Secret” means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

“use” or “run” means to copy, install, use, access, display, run or otherwise interact.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

“Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. *How the Enterprise program works.*

- a. General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms

of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. ***Licenses for Products.***

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.** The latest Use Rights as updated from time to time, apply to the use of all Products, subject to the following exceptions.
 - (i) **For products with metered usage-based pricing (e.g. metered Microsoft Azure Services)** Material adverse changes published after the start of a calendar month will apply beginning the following month.
 - (ii) **For Versioned Software.** Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product acquired during the applicable Enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version. Renewal of Software Assurance does not change which Use Rights apply to perpetual Licenses acquired during a previous term or Enrollment
 - (iii) **For all other Products (e.g. Office 365 services).** Material adverse changes published after the start of the subscription term will not apply to any licenses for that Product acquired during the applicable Enrollment term.
 - (iv) **For use rights granted through Software Assurance.** Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product during the applicable enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
 - (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

- (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.
- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace, and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. ***Transferring and reassigning Licenses.***

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully paid perpetual Licenses to:

- (i) an Affiliate, or
- (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a privatization of an Affiliate or agency or of an operating division of Enrolled Affiliate or an Affiliate, (2) a reorganization, or (3) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. ***Term and termination.***

- a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:
- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or
 - (ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:
 - 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
 - 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.
 - (iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:
 - 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
 - 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.
- Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.
- f. Effect of termination or expiration.** When an Enrollment expires or is terminated,
- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
 - (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.
- g. Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.
- h. Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

- a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.
- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (1) becomes publicly available without a breach of this agreement, (2) the receiving party received lawfully from another source without a confidentiality obligation, (3) is independently developed, or (4) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (1) for Customer Data until it is deleted from the Online Services, and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. Privacy and compliance with laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (1) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (2) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.
- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. Limited warranties and remedies.

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, authority, and must take all reasonable action to mitigate its losses arising from the third-party claim. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope

of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate paid for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. Verifying compliance.

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify such compliance with the Product's license terms. Microsoft will engage an independent auditor and Enrolled Affiliate must provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including visible access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate must provide, without undue delay, the foregoing information and access upon request of the independent auditor.
- b. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 calendar days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate use or distribute. The independent auditor is subject to a confidentiality obligation sufficient to cover the auditor's engagement with Enrolled Affiliate for the verification process. Enrolled Affiliate may, at its discretion, also require a mutually agreeable confidentiality agreement with the independent auditor for access to premises, data

and systems. Such confidentiality agreement between Enrolled Affiliate and auditor must be completed within fourteen (14) days of such request, and shall not restrict the ability for the independent auditor to accurately verify compliance and share the resulting information with Microsoft. Any information collected will be used solely for purposes of determining Enrolled Affiliate's compliance. This verification will take place during normal business hours and the auditor will make best efforts not to interfere with Enrolled Affiliate's operations during the course of the audit.

- c. **Remedies for non-compliance.** If verification reveals any use of Products without applicable license rights, then within 30 days Enrolled Affiliate must order sufficient licenses to cover its use, and, if such use or distribution is determined to be in excess of Enrolled Affiliate's existing licenses by 5% or more of the audited environment(s) in aggregate, then Enrolled Affiliate must reimburse Microsoft for the costs Microsoft incurred in obtaining the verification and acquire the necessary additional licenses. Such licenses will be obtained at 125% of the price, based on the then-current price list. The use percentage is based on the total number of Products used without applicable license rights (as described above) compared to the total Product use. If it is verified that Product use is sufficiently licensed, Microsoft will not require the Enterprise to engage in another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce its rights under these Additional Use Rights and Restrictions or to protect its intellectual property by any other legal or contractual means.

14. *Miscellaneous.*

- a. **Use of contractors.** Microsoft may use contractors to perform services but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

- h. Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- n. Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate and is not provided for use by or personal benefit of any specific government employee.
- o. Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- p. Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

Framework ID
(if applicable)

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Previous Enrollment number
(Reseller to complete)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☐ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: <Choose One>

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)*

Contact name* First Last

Contact email address*

Street address*

City*

State*

Postal code* -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last

Contact email address*

Street address*

City*

State*

Postal code* -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last

Contact email address*

Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name*

Street address (PO boxes will not be accepted)*

City*

State*

Postal code*

Country*

Contact name*

Phone*

Contact email address*

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____ Printed name* Printed title* Date*
--

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Enterprise and Enterprise Subscription Enrollment Product Selection Form

Enrollment Number
Microsoft to complete for initial term.
Reseller or Software Advisor to
complete for renewal or with prior
qualifying Enrollment/Agreement

Step 1. Enter all fields in the table below (Required).

Profile	Qualified Devices	Qualified Users	Enterprise Product Platform	Licensing Model
Enterprise			Choose One	Choose One
Device Profile (e.g. Call Center)			Choose One	Choose One

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is stepping-up within Enrollment term.

Products	Enterprise Quantity	Device Profile (e.g. Call Center)
Microsoft 365		
Microsoft 365 E3 USL		
Microsoft 365 E3 Add-on		
Microsoft 365 E5 USL		
Microsoft 365 E5 Add-on		
Office Professional Plus/Microsoft 365 Apps for enterprise		
Office Professional Plus		
Microsoft 365 Apps for enterprise		
Office 365 Plans		
Office 365 Plan E1 USL		
Office 365 Plan E3 USL		
Office 365 Plan E5 USL		
Office 365 Plan E1 Add-on		
Office 365 Plan E3 Add-on		
Office 365 Plan E5 Add-on		
Office 365 Plan E3 without Apps for enterprise Add-on		
Client Access License (CAL)		
Choose Core CAL or Enterprise CAL:	<Choose One>	<Choose One>
Core CAL or Enterprise CAL		
Bridge for Office 365		
Bridge for Enterprise Mobility Suite		

Products	Enterprise Quantity	Device Profile (e.g. Call Center)
Windows Desktop		
Windows 10 Enterprise E3 and LTSC Upgrade per Device		
Windows 10 Enterprise E5 per Device SL		
Windows 10 Enterprise E3 per User SL		
Windows 10 Enterprise E3 per User Add-on SL		
Windows 10 Enterprise E5 per User SL		
Windows 10 Enterprise E5 per User Add-on SL		
Windows 10 Enterprise E5 per Device Add-on SL		
Windows VDA		
Windows VDA per User SL		
Enterprise Mobility + Security		
Enterprise Mobility + Security E3 USL		
Enterprise Mobility + Security E3 Add-on		
Enterprise Mobility + Security E5 USL		
Enterprise Mobility + Security E5 Add-on		

Step 3. Establish the Enrolled Affiliate's price level. Unless otherwise indicated in the associated contract documents, the price level for each Product offering/pool is set based upon the quantity to price level mapping. *DO NOT INCLUDE BRIDGE CALs OR ADD-ONS.*

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Microsoft 365 Apps for enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 USL	Client Access License + Office 365 (Plans E1, E3, and E5) + Microsoft 365 USL	Client Access License + Enterprise Mobility and Security USL + Microsoft 365 USL	Windows Enterprise E3 and LTSC Upgrade+ Windows Enterprise E5 + Win E3/E5 USL + Win E3/E5 per Device + Windows VDA + Windows Enterprise E3 per User SL + Windows Enterprise E5 per User SL + Windows VDA per User USL + Microsoft 365 USL
Quantity				

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Groups 1 through 4.	
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 1.	
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Group 2 or 3.	
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 4.	

Quantity of Licenses and Software Assurance to Price Level Mapping:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Notes:

1. Enterprise Online Services may not be available in all locations. Please see the Product Terms for a list of locations where these may be purchased.
2. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment.
3. Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

This form must be attached to a signature form to be valid.

Previous Enrollment(s)/Agreement(s) Form

Entity Name:

Contract that this form is attached to: <choose>

For the purposes of this form, “entity” can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

[illegible]



Pricing Proposal
Quotation #: 18926059
Created On: 5/26/2020
Valid Until: 1/29/2021

City of Watauga TX

Senior Inside Account Executive

Bradley Fraley

7101 Whitley Road
Watauga, TX 76148
UNITED STATES
Phone: (817) 514-5824
Fax: (817) 514-3624
Email: BFraley@wataugatx.org

Jessica Vos

P.O. Box 847434
Dallas, TX 75284-7434
Phone: 800-870-6079 x6527657
Fax: 512-732-0232
Email: Jessica_Vos@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Office Professional Plus - License & software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: 269-05557 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2021 – 8/31/2021 Note: Year 1 prorated	38	\$180.91	\$6,874.58
2 Microsoft Office Professional Plus - License & software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: 269-05557 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 9/1/2021 – 8/31/2022 Note: Year 2	38	\$224.30	\$8,523.40
3 Microsoft Office Professional Plus - License & software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: 269-05557 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 9/1/2022 – 8/31/2023 Note: Year 3	38	\$224.30	\$8,523.40
			Subtotal \$23,921.38
			Shipping \$0.00
			Total \$23,921.38

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address, Quote Number, and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

**SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096**

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
Quotation #: 18930240
Created On: 5/27/2020
Valid Until: 1/29/2021

City of Watauga TX

Bradley Fraley

7101 Whitley Road
Watauga, TX 76148
UNITED STATES
Phone: (817) 514-5824
Fax: (817) 514-3624
Email: BFraley@wataugatx.org

Senior Inside Account Executive

Jessica Vos

P.O. Box 847434
Dallas, TX 75284-7434
Phone: 800-870-6079 x6527657
Fax: 512-732-0232
Email: Jessica_Vos@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft 365 Apps - Subscription license - 1 user - GOV - EA Subscription, Government Community Cloud - Win, Mac - All Languages Microsoft - Part#: 3ws-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	160	\$117.88	\$18,860.80
2 Microsoft 365 Apps - Subscription license - 1 user - GOV - EA Subscription, Government Community Cloud - Win, Mac - All Languages Microsoft - Part#: 3ws-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 2 of 3	160	\$117.88	\$18,860.80
3 Microsoft 365 Apps - Subscription license - 1 user - GOV - EA Subscription, Government Community Cloud - Win, Mac - All Languages Microsoft - Part#: 3ws-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 3 of 3	160	\$117.88	\$18,860.80
Subtotal			\$56,582.40
Shipping			\$0.00
Total			\$56,582.40

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address, Quote Number, and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

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TAX ID# 22-3695478; DUNS# 14-724-3096**

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CITY OF WATAUGA, TEXAS
SENATE BILL 252 CERTIFICATION

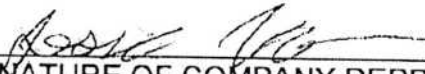
I, Jessica Vos (name), the undersigned
representative of:

Company or Business name:

SHI Government Solutions

Do hereby depose and certify that the company named above is not identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as Foreign Terrorist Organization by the U.S. Secretary of State. In addition it is further certified that company shall not do business with any of these organizations while providing products or services to the City of Watauga.

9/28/17
DATE


SIGNATURE OF COMPANY REPRESENTATIVE



**City of Watauga, Texas
House Bill 89 Verification**

I, Jessica Vos (name), the undersigned
representative of:

Company or Business name: SHI Government Solutions

(Hereafter referred to as company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "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; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

9/28/17
DATE

Jessica Vos
SIGNATURE OF COMPANY REPRESENTATIVE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

SHI Government Solutions
Austin, TX United States

Certificate Number:
2021-703812

Date Filed:
01/07/2021

Date Acknowledged:
1-7-2021

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

City of Watauga

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

DIR-TSO-4092
Microsoft O365 Apps and Office licenses

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Nia Barclay and my date of birth is 01/15/1997

My address is 3828 Pecana Trail Austin TX 78749 USA
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 7th day of January, 20 21
(month) (year)

Nia Barclay
Signature of authorized agent of contracting business entity
(Declarant)



AGENDA MEMORANDUM

DATE: December 18, 2020

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works

THROUGH: Andrea Gardner, City Manager

SUBJECT: Discussion and action on approval to authorize the City of Watauga to enter into a Construction Contract with S.A.I. Construction, Inc. in the amount of \$2,963,722.00 for the construction of Whitley Road 3, Paving Drainage and Water improvements and Bowie Street pursuant to Bid #20-002 and authorize the City Manager to execute all documents necessary to the contract

BACKGROUND/INFORMATION:

The purpose for this agenda item is for discussion and action on approval to authorize the City of Watauga to enter into a Construction Contract with S.A.I. Construction Inc. in the amount of \$2,963,722.00 for the construction of Whitley Road 3 and Bowie Street, Paving, Drainage and Water Improvements for the base bid plus the alternate bid for solar powered pedestrian (RRFB) Rectangular Rapid Flash Beacon Warning Signs at multiple locations.

The Whitley Road 3 and Bowie Street, Paving, Drainage and Water Improvements Project is listed in the Capital Improvement Plan (CIP) Projects. The Approved 2016, 2017, and 2018 Certificates of Obligation, the Storm Drain Fund, and 5613 Bowie Street Developer Agreement will provide funding for the Whitley 3 and Bowie Street CIP Project. The project was advertised in the local newspaper on November 25th and December 2nd of 2020. Seven (7) bids for the construction of Whitley Road 3 and Bowie Street were received on December 16, 2020 from the following general contractors: S.A.I. Construction, Inc., Quality Excavation, LTD., DDM Construction Corp., Reliable Paving, Inc., McClendon Construction Co., Inc., Stabile & Winn, Inc., and The Fain Group, Inc.

For your reference, the bid tabulations for each contractor are attached to this memo. The bids ranged in price from \$2.9 million up to \$3.5 million for the base bid plus the alternate.

This project reconstructs Whitley Road from Chapman Road to Near Concord Street and Bowie Street from Denton Hwy. to Plum Street. Whitley 3 constructs a new 16" diameter water main and a new storm drain system along the length of Whitley Road. It also



AGENDA MEMORANDUM

constructs a new storm drain system and 8" diameter water and sewer along the length of Bowie Street. The Whitley Road 3 location is adjacent to the Bunker Hill subdivision, while the Bowie Street portion is within the Old Town Watauga subdivision west of Plum Street. See the attached project location maps.

We bid a base bid and one (1) alternate. The alternate was for Solar Powered Pedestrian RRFB Warning LED Signs at 5 locations: (1) Hightower Road at Constitution Lane, (2) Hightower Road at Bennington Drive, (3) Starnes Road at Partridge Drive, (4) Bursey Road at Indian Springs Road and (5) Whitley Road at Hickory Hill Road, in the amount of \$125,000. These signs are traffic control devices used to enhance safety by reducing crashes between vehicles and pedestrians at un-signalized intersection by increasing driver awareness of potential pedestrian conflicts.

The base bid and alternate are within the project budget. We recommend constructing the alternate bid (RRFB) Rectangular Rapid Flash Beacons to enhance the safety of the crossing for school children.

S.A.I. Construction, Inc. of Richardson, Texas submitted the lowest responsive bid for construction of the project. References have been checked for S.A.I. Construction, Inc. and they are qualified to perform the work on this project. The contractor bid 365 calendar days to complete the project which should be complete in March 2022 pending weather delays or miscellaneous allowance revisions. Whitley Road 3 shall be closed to through traffic and only open as needed for local residential traffic.

FINANCIAL IMPLICATIONS:

Construction Costs \$2,963,722.00

Funding from 2016, 2017 and 2018 Certificates of Obligation, 5613 Bowie Street Developer Agreement and the Storm Drain Fund.

RECOMMENDATION/ACTION DESIRED:

Authorize the City of Watauga to enter into a Construction Contract with S.A.I. Construction, Inc. in the amount of \$2,963,722.00 for the construction of Whitley Road 3 and Bowie Street for the base bid plus the alternate bid for the (RRFB) Warning Signs.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Recommendation Letter - Engineer - Whitley 3 and Bowie
2. Bid Form - SAI - Whitley 3
3. Bid Tabulation Sheet - Whitley 3 and Bowie
4. Location Map Bowie Street



AGENDA MEMORANDUM

5. Location Map Whitley Road 3
6. Agenda Memo - Developer Agreement - Phil Martin - Bowie Stree - June 2020
7. 5613 Bowie LLC Development Agreement- Fully Executed-Approved
06.08.2020...
8. FORM 1295
9. Funding Analysis - Whitley (3&4), Bowie Street & Fire Station Remodel

REVIEWED BY:

Paul Hackleman, Director of Public Works
Karrie Marling, Legal
George Hyde, Legal
Deby Woodard, Assistant Director of Finance
Sandra Gibson, Director of Finance
Andrea Gardner, City Manager
Approved as to form for inclusion on Agenda

Approved - 1/5/2021
Approved - 1/5/2021
Approved - 1/6/2021
Approved - 1/7/2021
Approved - 1/7/2021
Final Approval - 1/7/2021



WHITLEY ROAD 3 AND BOWIE STREET BID TABULATION

Bids Opened:
December 16, 2020
2:00 PM

				Engineer's Estimate		#1 SAI Construction, INC			#2 Quality Excavation, LLC			#3 DDM Construction Corporation		
ITEM NO.	DESCRIPTION OF ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	Ratio to Engineer	UNIT PRICE	AMOUNT	Ratio to Engineer	UNIT PRICE	AMOUNT	Ratio to Engineer
GENERAL BID ITEMS														
1	Prepare/Restore ROW (Whitley Road 3)	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 125,000.00	\$ 125,000.00	0.42	\$ 181,265.00	\$ 181,265.00	0.60	\$ 100,000.00	\$ 100,000.00	0.33
2	Prepare/Restore ROW (Bowie Street)	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 10,000.00	\$ 10,000.00	1.82	\$ 60,000.00	\$ 60,000.00	10.91	\$ 25,000.00	\$ 25,000.00	4.55
3	Remove Existing Curb and Gutter	LF	1,379	\$ 5.50	\$ 7,584.50	\$ 7.00	\$ 9,653.00	1.27	\$ 6.00	\$ 8,274.00	1.09	\$ 10.00	\$ 13,790.00	1.82
4	Remove Existing Concrete Flatwork	SF	11,308	\$ 2.25	\$ 25,443.00	\$ 1.00	\$ 11,308.00	0.44	\$ 1.00	\$ 11,308.00	0.44	\$ 2.50	\$ 28,270.00	1.11
5	Remove Existing Grate Inlet	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 550.00	\$ 1,100.00	0.37	\$ 863.00	\$ 1,726.00	0.58	\$ 1,100.00	\$ 2,200.00	0.73
6	Remove Existing Storm Drain Drop Inlet @ Sta. 0+61 - 25' rt.	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	0.67	\$ 1,114.00	\$ 1,114.00	0.74	\$ 1,800.00	\$ 1,800.00	1.20
7	Remove Existing Curb Inlet	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00	0.33	\$ 1,124.00	\$ 2,248.00	0.75	\$ 1,000.00	\$ 2,000.00	0.67
8	Remove Existing 66" Storm Drain	LF	50	\$ 80.00	\$ 4,000.00	\$ 22.00	\$ 1,100.00	0.28	\$ 23.00	\$ 1,150.00	0.29	\$ 80.00	\$ 4,000.00	1.00
9	Remove Existing 48" Storm Drain	LF	55	\$ 72.00	\$ 3,960.00	\$ 21.00	\$ 1,155.00	0.29	\$ 22.00	\$ 1,210.00	0.31	\$ 65.00	\$ 3,575.00	0.90
10	Remove Existing 18" Storm Drain	LF	151	\$ 25.00	\$ 3,775.00	\$ 18.00	\$ 2,718.00	0.72	\$ 15.00	\$ 2,265.00	0.60	\$ 33.00	\$ 4,983.00	1.32
11	Remove Existing 10"/12"/15" Storm Drain	LF	71	\$ 25.00	\$ 1,775.00	\$ 14.00	\$ 994.00	0.56	\$ 24.00	\$ 1,704.00	0.96	\$ 31.00	\$ 2,201.00	1.24
12	Remove Tree < 6" Dia.	EA	7	\$ 1,100.00	\$ 7,700.00	\$ 300.00	\$ 2,100.00	0.27	\$ 1,200.00	\$ 8,400.00	1.09	\$ 1,000.00	\$ 7,000.00	0.91
13	Remove Existing Guard Rail	LF	25	\$ 10.00	\$ 250.00	\$ 40.00	\$ 1,000.00	4.00	\$ 90.00	\$ 2,250.00	9.00	\$ 15.00	\$ 375.00	1.50
14	Remove Existing Landscape Rock from Sta. 20+19 to Sta. 21+48 in ROW	SF	1,300	\$ 1.00	\$ 1,300.00	\$ 1.00	\$ 1,300.00	1.00	\$ 2.00	\$ 2,600.00	2.00	\$ 1.00	\$ 1,300.00	1.00
15	Remove and Replace Ex. 6' High Wood Fence with 6' High Wood Fence Incl. Gate	LF	233	\$ 58.00	\$ 13,514.00	\$ 40.00	\$ 9,320.00	0.69	\$ 52.00	\$ 12,116.00	0.90	\$ 45.00	\$ 10,485.00	0.78
16	Remove and Replace Ex. 4' High Chain Link Fence with 4' High CL Fence Incl. Gate	LF	86	\$ 22.00	\$ 1,892.00	\$ 30.00	\$ 2,580.00	1.36	\$ 47.00	\$ 4,042.00	2.14	\$ 40.00	\$ 3,440.00	1.82
17	Fences at 6701 Cheatham Drive	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 12,000.00	\$ 12,000.00	1.50	\$ 6,500.00	\$ 6,500.00	0.81	\$ 20,000.00	\$ 20,000.00	2.50
18	Project-Wide Miscellaneous Allowance	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	1.00	\$ 300,000.00	\$ 300,000.00	1.00	\$ 300,000.00	\$ 300,000.00	1.00
GENERAL BID ITEMS SUBTOTAL					\$ 692,193.50		\$ 493,328.00	0.71		\$ 608,172.00	0.88		\$ 530,419.00	0.77
WATER														
19	Remove Existing 16" Water Line	LF	30	\$ 45.00	\$ 1,350.00	\$ 40.00	\$ 1,200.00	0.89	\$ 19.00	\$ 570.00	0.42	\$ 20.00	\$ 600.00	0.44
20	Remove Existing 8" Water Line	LF	153	\$ 19.00	\$ 2,907.00	\$ 16.00	\$ 2,448.00	0.84	\$ 19.00	\$ 2,907.00	1.00	\$ 13.00	\$ 1,989.00	0.68
21	Salvage Existing Fire Hydrant	EA	4	\$ 650.00	\$ 2,600.00	\$ 650.00	\$ 2,600.00	1.00	\$ 473.00	\$ 1,892.00	0.73	\$ 1,000.00	\$ 4,000.00	1.54
22	Salvage Existing Gate Valve	EA	5	\$ 175.00	\$ 875.00	\$ 200.00	\$ 1,000.00	1.14	\$ 440.00	\$ 2,200.00	2.51	\$ 1,200.00	\$ 6,000.00	6.86
23	16" Dia. C-905 PVC Water Line by Open Cut	LF	2,063	\$ 175.00	\$ 361,025.00	\$ 85.00	\$ 175,355.00	0.49	\$ 89.00	\$ 183,607.00	0.51	\$ 94.00	\$ 193,922.00	0.54
24	8" Dia. (DR-18) PVC Water Line by Open Cut	LF	585	\$ 77.00	\$ 45,045.00	\$ 60.00	\$ 35,100.00	0.78	\$ 66.00	\$ 38,610.00	0.86	\$ 47.00	\$ 27,495.00	0.61
25	6" Dia. (DR-18) PVC Water Line by Open Cut	LF	40	\$ 77.00	\$ 3,080.00	\$ 53.00	\$ 2,120.00	0.69	\$ 38.00	\$ 1,520.00	0.49	\$ 68.00	\$ 2,720.00	0.88
26	16" Vertical Gate Valve w/o By-pass	EA	1	\$ 13,000.00	\$ 13,000.00	\$ 11,000.00	\$ 11,000.00	0.85	\$ 7,900.00	\$ 7,900.00	0.61	\$ 10,000.00	\$ 10,000.00	0.77
27	8" Gate Valve	EA	7	\$ 1,900.00	\$ 13,300.00	\$ 1,600.00	\$ 11,200.00	0.84	\$ 1,678.00	\$ 11,746.00	0.88	\$ 1,900.00	\$ 13,300.00	1.00
28	6" By-Pass Assembly, Includes 6" GV, DIP Figs, 6" Pipe	EA	1	\$ 11,000.00	\$ 11,000.00	\$ 8,000.00	\$ 8,000.00	0.73	\$ 2,300.00	\$ 2,300.00	0.21	\$ 8,000.00	\$ 8,000.00	0.73
29	Fire Hydrant Assembly	EA	4	\$ 5,500.00	\$ 22,000.00	\$ 5,250.00	\$ 21,000.00	0.95	\$ 5,491.00	\$ 21,964.00	1.00	\$ 6,700.00	\$ 26,800.00	1.22
30	Ductile Iron Fittings for Water Line	TONS	5	\$ 5,700.00	\$ 28,500.00	\$ 4,000.00	\$ 20,000.00	0.70	\$ 6,373.00	\$ 31,865.00	1.12	\$ 5,000.00	\$ 25,000.00	0.88
31	2" Combination Air Release Valve & Vault w/Offset	EA	1	\$ 15,600.00	\$ 15,600.00	\$ 6,500.00	\$ 6,500.00	0.42	\$ 6,410.00	\$ 6,410.00	0.41	\$ 8,000.00	\$ 8,000.00	0.51
32	Temporary 2" Blow Off /Sample point	EA	4	\$ 2,700.00	\$ 10,800.00	\$ 2,500.00	\$ 10,000.00	0.93	\$ 1,400.00	\$ 5,600.00	0.52	\$ 1,700.00	\$ 6,800.00	0.63
33	Cut and Plug Existing 16" Water Line	EA	6	\$ 1,800.00	\$ 10,800.00	\$ 2,000.00	\$ 12,000.00	1.11	\$ 1,016.00	\$ 6,096.00	0.56	\$ 1,700.00	\$ 10,200.00	0.94
34	Cut and Plug Existing 8/6" Water Line	EA	2	\$ 800.00	\$ 1,600.00	\$ 2,000.00	\$ 4,000.00	2.50	\$ 596.00	\$ 1,192.00	0.75	\$ 780.00	\$ 1,560.00	0.98
35	Connect to Existing 16" Water Line	EA	2	\$ 15,000.00	\$ 30,000.00	\$ 4,000.00	\$ 8,000.00	0.27	\$ 3,604.00	\$ 7,208.00	0.24	\$ 4,100.00	\$ 8,200.00	0.27
36	Connect to Existing 6"/8" Water Line	EA	6	\$ 4,400.00	\$ 26,400.00	\$ 2,000.00	\$ 12,000.00	0.45	\$ 1,954.00	\$ 11,724.00	0.44	\$ 1,600.00	\$ 9,600.00	0.36
37	Long Double Water Service	EA	2	\$ 2,600.00	\$ 5,200.00	\$ 2,150.00	\$ 4,300.00	0.83	\$ 2,428.00	\$ 4,856.00	0.93	\$ 2,000.00	\$ 4,000.00	0.77
38	Long Single Water Service	EA	6	\$ 2,300.00	\$ 13,800.00	\$ 2,000.00	\$ 12,000.00	0.87	\$ 1,300.00	\$ 7,800.00	0.57	\$ 1,100.00	\$ 6,600.00	0.48
39	Short Single Water Service	EA	1	\$ 1,700.00	\$ 1,700.00	\$ 1,500.00	\$ 1,500.00	0.88	\$ 900.00	\$ 900.00	0.53	\$ 1,100.00	\$ 1,100.00	0.65
40	Water Service Transfer	EA	9	\$ 800.00	\$ 7,200.00	\$ 600.00	\$ 5,400.00	0.75	\$ 258.00	\$ 2,322.00	0.32	\$ 1,100.00	\$ 9,900.00	1.38
41	Temporary Pavement Replacement for Water Lines	LF	1,338	\$ 12.00	\$ 16,056.00	\$ 10.00	\$ 13,380.00	0.83	\$ 15.00	\$ 20,070.00	1.25	\$ 8.00	\$ 10,704.00	0.67
42	Asphalt Pavement Replacement for Water Lines	LF	150	\$ 85.00	\$ 12,750.00	\$ 35.00	\$ 5,250.00	0.41	\$ 104.00	\$ 15,600.00	1.22	\$ 39.00	\$ 5,850.00	0.46
43	Water Trench Safety	LF	2,063	\$ 1.00	\$ 2,063.00	\$ 1.00	\$ 2,063.00	1.00	\$ 2.00	\$ 4,126.00	2.00	\$ 2.00	\$ 4,126.00	2.00
WATER SUBTOTAL					\$ 658,651.00		\$ 387,416.00	0.59		\$ 400,985.00	0.61		\$ 406,466.00	0.62
SANITARY SEWER														
44	Remove Existing 8" and/or 6" San. Sewer Line	LF	120	\$ 19.00	\$ 2,280.00	\$ 30.00	\$ 3,600.00	1.58	\$ 11.00	\$ 1,320.00	0.58	\$ 13.00	\$ 1,560.00	0.68
45	Remove Existing Sanitary Sewer Clean Out	EA	1	\$ 1,300.00	\$ 1,300.00	\$ 500.00	\$ 500.00	0.38	\$ 147.00	\$ 147.00	0.11	\$ 420.00	\$ 420.00	0.32
46	8" Dia. (SDR-26) Sanitary Sewer Line	LF	392	\$ 125.00	\$ 49,000.00	\$ 79.00	\$ 30,968.00	0.63	\$ 66.00	\$ 25,872.00	0.53	\$ 70.85	\$ 27,773.20	0.57
47	4' Dia. Sanitary Sewer Manhole	EA	1	\$ 5,900.00	\$ 5,900.00	\$ 4,000.00	\$ 4,000.00	0.68	\$ 2,760.00	\$ 2,760.00	0.47	\$ 3,400.00	\$ 3,400.00	0.58
48	Extra Depth for 4' Dia. Sanitary Sewer Manhole	VLF	3	\$ 285.00	\$ 855.00	\$ 200.00	\$ 600.00	0.70	\$ 105.00	\$ 315.00	0.37	\$ 500.00	\$ 1,500.00	1.75
49	4" Dia. (SCH. 40) Sanitary Sewer Service Line	LF	148	\$ 74.00	\$ 10,952.00	\$ 40.00	\$ 5,920.00	0.54	\$ 49.00	\$ 7,252.00	0.66	\$ 40.00	\$ 5,920.00	0.54
	Sanitary Sewer Service Transfers Incl. Cleanout, Tee & Double Cleanout	EA	5	\$ 650.00	\$ 3,250.00	\$ 1,200.00	\$ 6,000.00	1.85	\$ 554.00	\$ 2,770.00	0.85	\$ 900.00	\$ 4,500.00	1.38
50	Temporary Pavement Replacement for Sewer Lines	LF	442	\$ 11.50	\$ 5,083.00	\$ 15.00	\$ 6,630.00	1.30	\$ 16.00	\$ 7,072.00	1.39	\$ 7.00	\$ 3,094.00	0.61
52	Connect to Existing 6"/8" Sanitary Sewer	EA	1	\$ 2,200.00	\$ 2,200.00	\$ 4,000.00	\$ 4,000.00	1.82	\$ 4,578.00	\$ 4,578.00	2.08	\$ 1,200.00	\$ 1,200.00	0.55
53	Pre CCTV Inspection	LF	392	\$ 4.00	\$ 1,568.00	\$ 3.00	\$ 1,176.00	0.75	\$ 1.00	\$ 392.00	0.25	\$ 2.00	\$ 784.00	0.50
54	Post CCTV Inspection	LF	392	\$ 4.00	\$ 1,568.00	\$ 3.00	\$ 1,176.00	0.75	\$ 1.00	\$ 392.00	0.25	\$ 2.00	\$ 784.00	0.50
55	Manhole Vacuum Testing	EA	1	\$ 400.00	\$ 400.00	\$ 750.00	\$ 750.00	1.88	\$ 175.00	\$ 175.00	0.44	\$ 200.00	\$ 200.00	0.50
56	Sanitary Sewer Trench Safety	LF	392	\$ 2.50	\$ 980.00	\$ 1.00	\$ 392.00	0.40	\$ 2.00	\$ 784.00	0.80	\$ 2.00	\$ 784.00	0.80
SANITARY SEWER SUBTOTAL					\$ 85,336.00		\$ 65,712.00	0.77		\$ 53,829.00	0.63		\$ 51,919.20	0.61



WHITLEY ROAD 3 AND BOWIE STREET BID TABULATION

Bids Opened:
December 16, 2020
2:00 PM

		Engineer's Estimate				#1 SAI Construction, INC			#2 Quality Excavation, LLC			#3 DDM Construction Corporation		
ITEM NO.	DESCRIPTION OF ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	Ratio to Engineer	UNIT PRICE	AMOUNT	Ratio to Engineer	UNIT PRICE	AMOUNT	Ratio to Engineer
STORM DRAIN														
57	54" Dia. ASTM C-76 CL. III RCP	LF	100	\$ 450.00	\$ 45,000.00	\$ 285.00	\$ 28,500.00	0.63	\$ 262.00	\$ 26,200.00	0.58	\$ 350.00	\$ 35,000.00	0.78
58	48" Dia. ASTM C-76 CL. III RCP	LF	50	\$ 375.00	\$ 18,750.00	\$ 250.00	\$ 12,500.00	0.67	\$ 197.00	\$ 9,850.00	0.53	\$ 300.00	\$ 15,000.00	0.80
59	36" Dia. ASTM C-76 CL. III RCP	LF	126	\$ 205.00	\$ 25,830.00	\$ 165.00	\$ 20,790.00	0.80	\$ 133.00	\$ 16,758.00	0.65	\$ 180.00	\$ 22,680.00	0.88
60	30" Dia. ASTM C-76 CL. III RCP	LF	729	\$ 165.00	\$ 120,285.00	\$ 130.00	\$ 94,770.00	0.79	\$ 100.00	\$ 72,900.00	0.61	\$ 130.00	\$ 94,770.00	0.79
61	24" Dia. ASTM C-76 CL. III RCP	LF	1,070	\$ 130.00	\$ 139,100.00	\$ 100.00	\$ 107,000.00	0.77	\$ 82.00	\$ 87,740.00	0.63	\$ 110.00	\$ 117,700.00	0.85
62	18" Dia. ASTM C-76 CL. III RCP	LF	59	\$ 165.00	\$ 9,735.00	\$ 80.00	\$ 4,720.00	0.48	\$ 93.00	\$ 5,487.00	0.56	\$ 100.00	\$ 5,900.00	0.61
63	8'-0" Square Storm Drain Vault	EA	1	\$ 16,000.00	\$ 16,000.00	\$ 12,000.00	\$ 12,000.00	0.75	\$ 14,000.00	\$ 14,000.00	0.88	\$ 15,000.00	\$ 15,000.00	0.94
64	4'-0" Square Storm Drain Vault	EA	5	\$ 6,250.00	\$ 31,250.00	\$ 4,750.00	\$ 23,750.00	0.76	\$ 6,000.00	\$ 30,000.00	0.96	\$ 6,000.00	\$ 30,000.00	0.96
65	20" Std. Curb Inlet	EA	1	\$ 11,000.00	\$ 11,000.00	\$ 6,500.00	\$ 6,500.00	0.59	\$ 9,700.00	\$ 9,700.00	0.88	\$ 9,000.00	\$ 9,000.00	0.82
66	10" Recessed Curb Inlet	EA	9	\$ 6,500.00	\$ 58,500.00	\$ 4,400.00	\$ 39,600.00	0.68	\$ 5,800.00	\$ 52,200.00	0.89	\$ 6,500.00	\$ 58,500.00	1.00
67	20" Recessed Curb Inlet	EA	2	\$ 11,000.00	\$ 22,000.00	\$ 7,000.00	\$ 14,000.00	0.64	\$ 9,500.00	\$ 19,000.00	0.86	\$ 9,000.00	\$ 18,000.00	0.82
68	Connect to Existing 48" RCP	EA	1	\$ 10,750.00	\$ 10,750.00	\$ 3,000.00	\$ 3,000.00	0.28	\$ 3,000.00	\$ 3,000.00	0.28	\$ 1,800.00	\$ 1,800.00	0.17
69	Connect to Existing 18"/24" RCP	EA	4	\$ 2,700.00	\$ 10,800.00	\$ 1,500.00	\$ 6,000.00	0.56	\$ 2,200.00	\$ 8,800.00	0.81	\$ 1,000.00	\$ 4,000.00	0.37
70	Temporary Pavement Replacement for Storm Drain Lines	LF	1,933	\$ 13.50	\$ 26,095.50	\$ 15.00	\$ 28,995.00	1.11	\$ 10.00	\$ 19,330.00	0.74	\$ 8.00	\$ 15,464.00	0.59
71	4000 PSI Class "A" Unformed Concrete for Flumes	CY	1	\$ 800.00	\$ 800.00	\$ 500.00	\$ 500.00	0.63	\$ 1,250.00	\$ 1,250.00	1.56	\$ 1,200.00	\$ 1,200.00	1.50
116	3/8" Thk. Galvanized Checkered Steel Plate	LS	1	\$ 400.00	\$ 400.00	\$ 750.00	\$ 750.00	1.88	\$ 8,200.00	\$ 8,200.00	20.50	\$ 5,000.00	\$ 5,000.00	12.50
72	Drainage Trench Safety	LF	2,075	\$ 5.00	\$ 10,375.00	\$ 1.00	\$ 2,075.00	0.20	\$ 1.00	\$ 2,075.00	0.20	\$ 2.00	\$ 4,150.00	0.40
STORM DRAIN SUBTOTAL					\$ 556,670.50		\$ 405,450.00	0.73		\$ 386,490.00	0.69		\$ 453,164.00	0.81
PAVING														
73	Unclassified Excavation	CY	5,998	\$ 37.00	\$ 221,926.00	\$ 25.00	\$ 149,950.00	0.68	\$ 23.00	\$ 137,954.00	0.62	\$ 23.00	\$ 137,954.00	0.62
74	Controlled Density Embankment	CY	1,116	\$ 43.00	\$ 47,988.00	\$ 12.00	\$ 13,392.00	0.28	\$ 38.00	\$ 42,408.00	0.88	\$ 13.00	\$ 14,508.00	0.30
75	8" Thk. Lime Stabilized Subgrade	SY	11,149	\$ 8.50	\$ 94,766.50	\$ 4.00	\$ 44,596.00	0.47	\$ 8.00	\$ 89,192.00	0.94	\$ 6.00	\$ 66,894.00	0.71
76	6" Thk. Lime Stabilized Subgrade	SY	1,538	\$ 6.50	\$ 9,997.00	\$ 4.00	\$ 6,152.00	0.62	\$ 9.00	\$ 13,842.00	1.38	\$ 10.00	\$ 15,380.00	1.54
77	Lime for Subgrade Stabilization	TONS	286	\$ 200.00	\$ 57,200.00	\$ 200.00	\$ 57,200.00	1.00	\$ 188.00	\$ 53,768.00	0.94	\$ 210.00	\$ 60,060.00	1.05
78	8" Thk. Type A, Grade 1 Flex Base	SY	106	\$ 32.00	\$ 3,392.00	\$ 35.00	\$ 3,710.00	1.09	\$ 20.00	\$ 2,120.00	0.63	\$ 22.00	\$ 2,332.00	0.69
79	7" Thk. Reinforced Concrete Pavement	SY	9,543	\$ 70.00	\$ 668,010.00	\$ 59.00	\$ 563,037.00	0.84	\$ 55.00	\$ 524,865.00	0.79	\$ 57.00	\$ 543,951.00	0.81
80	7" Thk. Colored (Full Depth) and Stamped Concrete Pavement for Crosswalks	SF	3,799	\$ 19.50	\$ 74,080.50	\$ 16.00	\$ 60,784.00	0.82	\$ 17.00	\$ 64,583.00	0.87	\$ 19.00	\$ 72,181.00	0.97
81	6" Thk. Reinforced Concrete Pavement	SY	1,150	\$ 56.00	\$ 64,400.00	\$ 52.00	\$ 59,800.00	0.93	\$ 53.00	\$ 60,950.00	0.95	\$ 55.00	\$ 63,250.00	0.98
82	6" Integral Curb	LF	4,181	\$ 4.00	\$ 16,724.00	\$ 3.00	\$ 12,543.00	0.75	\$ 2.00	\$ 8,362.00	0.50	\$ 2.00	\$ 8,362.00	0.50
83	6" Curb and 24" Gutter (6" Thk. Gutter)	LF	328	\$ 27.00	\$ 8,856.00	\$ 40.00	\$ 13,120.00	1.48	\$ 38.00	\$ 12,464.00	1.41	\$ 36.00	\$ 11,808.00	1.33
84	6" Thick Concrete Driveway Approach (Commercial)	SF	3,786	\$ 9.00	\$ 34,074.00	\$ 7.00	\$ 26,502.00	0.78	\$ 6.80	\$ 25,744.80	0.76	\$ 10.00	\$ 37,860.00	1.11
85	5" Thick Concrete Driveway Approach (Residential)	SF	2,722	\$ 7.75	\$ 21,095.50	\$ 7.00	\$ 19,054.00	0.90	\$ 6.60	\$ 17,965.20	0.85	\$ 11.00	\$ 29,942.00	1.42
86	4" Thk. Concrete Sidewalks	SF	26,070	\$ 7.00	\$ 182,490.00	\$ 5.50	\$ 143,385.00	0.79	\$ 5.50	\$ 143,385.00	0.79	\$ 6.20	\$ 161,634.00	0.89
87	ADA Ramps	EA	17	\$ 2,250.00	\$ 38,250.00	\$ 1,800.00	\$ 30,600.00	0.80	\$ 2,000.00	\$ 34,000.00	0.89	\$ 1,400.00	\$ 23,800.00	0.62
88	ADA Ramps w/o Corner Clips	EA	2	\$ 2,250.00	\$ 4,500.00	\$ 1,800.00	\$ 3,600.00	0.80	\$ 1,900.00	\$ 3,800.00	0.84	\$ 2,100.00	\$ 4,200.00	0.93
89	Sidewalk Footing incl. Z Bar Connection	LF	3,415	\$ 15.00	\$ 51,225.00	\$ 17.00	\$ 58,055.00	1.13	\$ 10.00	\$ 34,150.00	0.67	\$ 7.50	\$ 25,612.50	0.50
90	12" x 12" Concrete Header	LF	194	\$ 18.00	\$ 3,492.00	\$ 30.00	\$ 5,820.00	1.67	\$ 16.00	\$ 3,104.00	0.89	\$ 26.00	\$ 5,044.00	1.44
91	Type "D" HMA for Transitions and Miscellaneous Uses	TONS	536	\$ 230.00	\$ 123,280.00	\$ 185.00	\$ 99,160.00	0.80	\$ 107.00	\$ 57,352.00	0.47	\$ 180.00	\$ 96,480.00	0.78
92	4000 P.S.I Class "C" Formed Concrete for Retaining Walls (Including Reinforcing Steel)	CY	5	\$ 1,350.00	\$ 6,750.00	\$ 750.00	\$ 3,750.00	0.56	\$ 1,300.00	\$ 6,500.00	0.96	\$ 2,100.00	\$ 10,500.00	1.56
93	Remove and Replace Existing Brick Mailbox	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 1,350.00	\$ 1,350.00	0.84	\$ 1,700.00	\$ 1,700.00	1.06	\$ 2,000.00	\$ 2,000.00	1.25
94	Remove Ex. Mailbox and Install New Cast Aluminum "Better Box" Mailbox	EA	4	\$ 650.00	\$ 2,600.00	\$ 600.00	\$ 2,400.00	0.92	\$ 778.00	\$ 3,112.00	1.20	\$ 350.00	\$ 1,400.00	0.54
95	CLY - Continuous 4" Wide Yellow Turn Lane Thermoplastic	LF	5,257	\$ 1.30	\$ 6,834.10	\$ 1.00	\$ 5,257.00	0.77	\$ 1.00	\$ 5,257.00	0.77	\$ 1.00	\$ 5,257.00	0.77
96	CLB - Continuous 4" Wide White Lane Line Thermoplastic	LF	4,235	\$ 1.30	\$ 5,505.50	\$ 1.00	\$ 4,235.00	0.77	\$ 1.00	\$ 4,235.00	0.77	\$ 1.00	\$ 4,235.00	0.77
97	CLW - Con. 6" Wide White Turn Lane Line Thermoplastic	LF	400	\$ 2.20	\$ 880.00	\$ 2.00	\$ 800.00	0.91	\$ 1.50	\$ 600.00	0.68	\$ 1.30	\$ 520.00	0.59
	DLY - Con. 4" Wide Yellow Dashed Turn Lane Line Thermoplastic Mkg.	LF	3,216	\$ 2.20	\$ 7,075.20	\$ 1.50	\$ 4,824.00	0.68	\$ 0.60	\$ 1,929.60	0.27	\$ 1.00	\$ 3,216.00	0.45
99	LA, RA, SRA - Thermoplastic Turn Arrow (All)	EA	22	\$ 160.00	\$ 3,520.00	\$ 200.00	\$ 4,400.00	1.25	\$ 165.00	\$ 3,630.00	1.03	\$ 300.00	\$ 6,600.00	1.88
100	CB - 12" Wide White Cross Walk Thermo Mkg.	LF	715	\$ 5.00	\$ 3,575.00	\$ 4.00	\$ 2,860.00	0.80	\$ 4.00	\$ 2,860.00	0.80	\$ 5.50	\$ 3,932.50	1.10
101	SB - 24" Wide Thermoplastic White Stop Bar	LF	180	\$ 7.00	\$ 1,260.00	\$ 8.00	\$ 1,440.00	1.14	\$ 7.00	\$ 1,260.00	1.00	\$ 11.00	\$ 1,980.00	1.57
102	O - "ONLY" Thermoplastic Marking	EA	4	\$ 215.00	\$ 860.00	\$ 200.00	\$ 800.00	0.93	\$ 150.00	\$ 600.00	0.70	\$ 265.00	\$ 1,060.00	1.23
103	Remove Ex. Buttons and install New 4" Yellow Buttons	EA	24	\$ 215.00	\$ 5,160.00	\$ 10.00	\$ 240.00	0.05	\$ 23.00	\$ 552.00	0.11	\$ 1.40	\$ 33.60	0.01
104	"New" Stop Sign	EA	6	\$ 550.00	\$ 3,300.00	\$ 500.00	\$ 3,000.00	0.91	\$ 550.00	\$ 3,300.00	1.00	\$ 500.00	\$ 3,000.00	0.91
105	Relocate Existing Sign	EA	11	\$ 375.00	\$ 4,125.00	\$ 250.00	\$ 2,750.00	0.67	\$ 400.00	\$ 4,400.00	1.07	\$ 140.00	\$ 1,540.00	0.37
106	"New" Sign	EA	5	\$ 550.00	\$ 2,750.00	\$ 450.00	\$ 2,250.00	0.82	\$ 550.00	\$ 2,750.00	1.00	\$ 500.00	\$ 2,500.00	0.91
107	Solid Sodding Including 4" Thick Topsoil	SY	3,720	\$ 13.00	\$ 48,360.00	\$ 10.00	\$ 37,200.00	0.77	\$ 11.00	\$ 40,920.00	0.85	\$ 14.00	\$ 52,080.00	1.08
108	Traffic Control Plan and Implementation for Whitley Road 3	LS	1	\$ 37,500.00	\$ 37,500.00	\$ 20,000.00	\$ 20,000.00	0.53	\$ 25,000.00	\$ 25,000.00	0.67	\$ 25,000.00	\$ 25,000.00	0.67
109	Traffic Control Plan and Implementation for Bowie Street	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00	0.91	\$ 10,000.00	\$ 10,000.00	1.82	\$ 10,000.00	\$ 10,000.00	1.82
110	Erosion Control Plan for Whitley Road 3	LS	1	\$ 3,200.00	\$ 3,200.00	\$ 9,000.00	\$ 9,000.00	2.81	\$ 5,000.00	\$ 5,000.00	1.56	\$ 5,000.00	\$ 5,000.00	1.56
111	Erosion Control Plan for Bowie Street	LS	1	\$ 1,100.00	\$ 1,100.00	\$ 2,000.00	\$ 2,000.00	1.82	\$ 2,000.00	\$ 2,000.00	1.82	\$ 5,000.00	\$ 5,000.00	4.55
112	Project Signs for Whitley Road 3	EA	2	\$ 650.00	\$ 1,300.00	\$ 700.00	\$ 1,400.00	1.08	\$ 700.00	\$ 1,400.00	1.08	\$ 1,000.00	\$ 2,000.00	1.54
113	Project Signs for Bowie Street	EA	2	\$ 650.00	\$ 1,300.00	\$ 700.00	\$ 1,400.00	1.08	\$ 700.00	\$ 1,400.00	1.08	\$ 1,000.00	\$ 2,000.00	1.54
PAVING SUBTOTAL					\$ 1,879,801.30		\$ 1,486,816.00	0.79		\$ 1,458,414.60	0.78		\$ 1,530,106.60	0.81
BASE BID TOTAL					\$ 3,872,652.30		\$ 2,838,722.00	0.73		\$ 2,907,890.60	0.75		\$ 2,972,074.80	0.77



WHITLEY ROAD 3 AND BOWIE STREET BID TABULATION

Bids Opened:
December 16, 2020
2:00 PM

				Engineer's Estimate		#1 SAI Construction, INC			#2 Quality Excavation, LLC			#3 DDM Construction Corporation		
ITEM NO.	DESCRIPTION OF ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	Ratio to Engineer	UNIT PRICE	AMOUNT	Ratio to Engineer	UNIT PRICE	AMOUNT	Ratio to Engineer
	ALTERNATIVE													
114A	Single-Sided Solar Pedestrian RRFB Warning LED Signs at Locations 1-4	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 95,000.00	\$ 95,000.00	4.32	\$ 83,900.00	\$ 83,900.00	3.81	\$ 92,300.00	\$ 92,300.00	4.20
115A	Double-Sided Solar Pedestrian RRFB Warning LED Signs at Location 5	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 30,000.00	\$ 30,000.00	5.45	\$ 24,300.00	\$ 24,300.00	4.42	\$ 27,000.00	\$ 27,000.00	4.91
	ALTERNATIVE SUBTOTAL				\$ 27,500.00		\$ 125,000.00	4.55		\$ 108,200.00	3.93		\$ 119,300.00	4.34
	BASE BID AND ALTERNATIVE TOTAL				\$ 3,900,152.30		\$ 2,963,722.00	0.76		\$ 3,016,090.60	0.77		\$ 3,091,374.80	0.79

TOTAL NUMBER OF CONSTRUCTION DAYS FOR BASE BID PLUS ANY ABOVE ALTERNATIVES: 270 CONSECUTIVE CALENDAR DAYS 365 CONSECUTIVE CALENDAR DAYS 390 CONSECUTIVE CALENDAR DAYS 325 CONSECUTIVE CALENDAR DAYS



WHITLEY ROAD 3 AND BOWIE STREET BID TABULATION

Bids Opened:
December 16, 2020
2:00 PM

				Engineer's Estimate		#4			#5			#6		
						Reliable Paving, INC			McClendon Construction Company, INC.			Stabile & Winn, INC.		
ITEM NO.	DESCRIPTION OF ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	Ratio to Engineer	UNIT PRICE	AMOUNT	Ratio to Engineer	UNIT PRICE	AMOUNT	Ratio to Engineer
GENERAL BID ITEMS														
1	Prepare/Restore ROW (Whitley Road 3)	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 200,000.00	\$ 200,000.00	0.67	\$ 152,200.00	\$ 152,200.00	0.51	\$ 85,300.00	\$ 85,300.00	0.28
2	Prepare/Restore ROW (Bowie Street)	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 84,000.00	\$ 84,000.00	15.27	\$ 31,670.00	\$ 31,670.00	5.76	\$ 10,000.00	\$ 10,000.00	1.82
3	Remove Existing Curb and Gutter	LF	1,379	\$ 5.50	\$ 7,584.50	\$ 6.00	\$ 8,274.00	1.09	\$ 4.00	\$ 5,516.00	0.73	\$ 2.00	\$ 2,758.00	0.36
4	Remove Existing Concrete Flatwork	SF	11,308	\$ 2.25	\$ 25,443.00	\$ 1.50	\$ 16,962.00	0.67	\$ 2.00	\$ 22,616.00	0.89	\$ 1.00	\$ 11,308.00	0.44
5	Remove Existing Grate Inlet	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 2,875.00	\$ 5,750.00	1.92	\$ 5,800.00	\$ 11,600.00	3.87	\$ 1,100.00	\$ 2,200.00	0.73
6	Remove Existing Storm Drain Drop Inlet @ Sta. 0+61 - 25' rt.	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 800.00	\$ 800.00	0.53	\$ 7,800.00	\$ 7,800.00	5.20	\$ 2,200.00	\$ 2,200.00	1.47
7	Remove Existing Curb Inlet	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 920.00	\$ 1,840.00	0.61	\$ 1,450.00	\$ 2,900.00	0.97	\$ 1,100.00	\$ 2,200.00	0.73
8	Remove Existing 66" Storm Drain	LF	50	\$ 80.00	\$ 4,000.00	\$ 80.00	\$ 4,000.00	1.00	\$ 95.00	\$ 4,750.00	1.19	\$ 24.00	\$ 1,200.00	0.30
9	Remove Existing 48" Storm Drain	LF	55	\$ 72.00	\$ 3,960.00	\$ 74.00	\$ 4,070.00	1.03	\$ 75.00	\$ 4,125.00	1.04	\$ 22.00	\$ 1,210.00	0.31
10	Remove Existing 18" Storm Drain	LF	151	\$ 25.00	\$ 3,775.00	\$ 74.00	\$ 11,174.00	2.96	\$ 53.00	\$ 8,003.00	2.12	\$ 19.00	\$ 2,869.00	0.76
11	Remove Existing 10"/12"/15" Storm Drain	LF	71	\$ 25.00	\$ 1,775.00	\$ 20.00	\$ 1,420.00	0.80	\$ 51.00	\$ 3,621.00	2.04	\$ 12.00	\$ 852.00	0.48
12	Remove Tree < 6" Dia.	EA	7	\$ 1,100.00	\$ 7,700.00	\$ 265.00	\$ 1,855.00	0.24	\$ 600.00	\$ 4,200.00	0.55	\$ 375.00	\$ 2,625.00	0.34
13	Remove Existing Guard Rail	LF	25	\$ 10.00	\$ 250.00	\$ 115.00	\$ 2,875.00	11.50	\$ 100.00	\$ 2,500.00	10.00	\$ 10.00	\$ 250.00	1.00
14	Remove Existing Landscape Rock from Sta. 20+19 to Sta. 21+48 in ROW	SF	1,300	\$ 1.00	\$ 1,300.00	\$ 2.90	\$ 3,770.00	2.90	\$ 1.00	\$ 1,300.00	1.00	\$ 0.75	\$ 975.00	0.75
15	Remove and Replace Ex. 6' High Wood Fence with 6' High Wood Fence Incl. Gate	LF	233	\$ 58.00	\$ 13,514.00	\$ 41.00	\$ 9,553.00	0.71	\$ 36.00	\$ 8,388.00	0.62	\$ 39.00	\$ 9,087.00	0.67
16	Remove and Replace Ex. 4' High Chain Link Fence with 4' High CL Fence Incl. Gate	LF	86	\$ 22.00	\$ 1,892.00	\$ 35.00	\$ 3,010.00	1.59	\$ 30.50	\$ 2,623.00	1.39	\$ 34.00	\$ 2,924.00	1.55
17	Fences at 6701 Cheatham Drive	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 12,167.00	\$ 12,167.00	1.52	\$ 10,500.00	\$ 10,500.00	1.31	\$ 11,600.00	\$ 11,600.00	1.45
18	Project-Wide Miscellaneous Allowance	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	1.00	\$ 300,000.00	\$ 300,000.00	1.00	\$ 300,000.00	\$ 300,000.00	1.00
GENERAL BID ITEMS SUBTOTAL					\$ 692,193.50		\$ 671,520.00	0.97		\$ 584,312.00	0.84		\$ 449,558.00	0.65
WATER														
19	Remove Existing 16" Water Line	LF	30	\$ 45.00	\$ 1,350.00	\$ 51.00	\$ 1,530.00	1.13	\$ 27.00	\$ 810.00	0.60	\$ 14.00	\$ 420.00	0.31
20	Remove Existing 8" Water Line	LF	153	\$ 19.00	\$ 2,907.00	\$ 17.00	\$ 2,601.00	0.89	\$ 22.00	\$ 3,366.00	1.16	\$ 12.00	\$ 1,836.00	0.63
21	Salvage Existing Fire Hydrant	EA	4	\$ 650.00	\$ 2,600.00	\$ 345.00	\$ 1,380.00	0.53	\$ 250.00	\$ 1,000.00	0.38	\$ 350.00	\$ 1,400.00	0.54
22	Salvage Existing Gate Valve	EA	5	\$ 175.00	\$ 875.00	\$ 140.00	\$ 700.00	0.80	\$ 125.00	\$ 625.00	0.71	\$ 125.00	\$ 625.00	0.71
23	16" Dia. C-905 PVC Water Line by Open Cut	LF	2,063	\$ 175.00	\$ 361,025.00	\$ 110.00	\$ 226,930.00	0.63	\$ 140.00	\$ 288,820.00	0.80	\$ 150.00	\$ 309,450.00	0.86
24	8" Dia. (DR-18) PVC Water Line by Open Cut	LF	585	\$ 77.00	\$ 45,045.00	\$ 48.00	\$ 28,080.00	0.62	\$ 80.00	\$ 46,800.00	1.04	\$ 82.00	\$ 47,970.00	1.06
25	6" Dia. (DR-18) PVC Water Line by Open Cut	LF	40	\$ 77.00	\$ 3,080.00	\$ 46.00	\$ 1,840.00	0.60	\$ 69.00	\$ 2,760.00	0.90	\$ 78.00	\$ 3,120.00	1.01
26	16" Vertical Gate Valve w/o By-pass	EA	1	\$ 13,000.00	\$ 13,000.00	\$ 8,625.00	\$ 8,625.00	0.66	\$ 12,400.00	\$ 12,400.00	0.95	\$ 11,500.00	\$ 11,500.00	0.88
27	8" Gate Valve	EA	7	\$ 1,900.00	\$ 13,300.00	\$ 1,725.00	\$ 12,075.00	0.91	\$ 2,000.00	\$ 14,000.00	1.05	\$ 2,000.00	\$ 14,000.00	1.05
28	6" By-Pass Assembly, Includes 6" GV, DIP Ftg, 6" Pipe	EA	1	\$ 11,000.00	\$ 11,000.00	\$ 7,820.00	\$ 7,820.00	0.71	\$ 11,600.00	\$ 11,600.00	1.05	\$ 10,200.00	\$ 10,200.00	0.93
29	Fire Hydrant Assembly	EA	4	\$ 5,500.00	\$ 22,000.00	\$ 5,980.00	\$ 23,920.00	1.09	\$ 6,500.00	\$ 26,000.00	1.18	\$ 7,000.00	\$ 28,000.00	1.27
30	Ductile Iron Fittings for Water Line	TONS	5	\$ 5,700.00	\$ 28,500.00	\$ 8,625.00	\$ 43,125.00	1.51	\$ 4,500.00	\$ 22,500.00	0.79	\$ 8,000.00	\$ 40,000.00	1.40
31	2" Combination Air Release Valve & Vault w/Offset	EA	1	\$ 15,600.00	\$ 15,600.00	\$ 11,270.00	\$ 11,270.00	0.72	\$ 8,450.00	\$ 8,450.00	0.54	\$ 15,500.00	\$ 15,500.00	0.99
32	Temporary 2" Blow Off /Sample point	EA	4	\$ 2,700.00	\$ 10,800.00	\$ 2,070.00	\$ 8,280.00	0.77	\$ 2,900.00	\$ 11,600.00	1.07	\$ 2,200.00	\$ 8,800.00	0.81
33	Cut and Plug Existing 16" Water Line	EA	6	\$ 1,800.00	\$ 10,800.00	\$ 1,800.00	\$ 10,800.00	1.00	\$ 2,800.00	\$ 16,800.00	1.56	\$ 750.00	\$ 4,500.00	0.42
34	Cut and Plug Existing 8/6" Water Line	EA	2	\$ 800.00	\$ 1,600.00	\$ 850.00	\$ 1,700.00	1.06	\$ 1,600.00	\$ 3,200.00	2.00	\$ 450.00	\$ 900.00	0.56
35	Connect to Existing 16" Water Line	EA	2	\$ 15,000.00	\$ 30,000.00	\$ 3,200.00	\$ 6,400.00	0.21	\$ 7,000.00	\$ 14,000.00	0.47	\$ 8,800.00	\$ 17,600.00	0.59
36	Connect to Existing 6"/8" Water Line	EA	6	\$ 4,400.00	\$ 26,400.00	\$ 2,500.00	\$ 15,000.00	0.57	\$ 5,450.00	\$ 32,700.00	1.24	\$ 4,800.00	\$ 28,800.00	1.09
37	Long Double Water Service	EA	2	\$ 2,600.00	\$ 5,200.00	\$ 1,950.00	\$ 3,900.00	0.75	\$ 2,500.00	\$ 5,000.00	0.96	\$ 3,800.00	\$ 7,600.00	1.46
38	Long Single Water Service	EA	6	\$ 2,300.00	\$ 13,800.00	\$ 1,725.00	\$ 10,350.00	0.75	\$ 1,850.00	\$ 11,100.00	0.80	\$ 2,700.00	\$ 16,200.00	1.17
39	Short Single Water Service	EA	1	\$ 1,700.00	\$ 1,700.00	\$ 1,495.00	\$ 1,495.00	0.88	\$ 1,600.00	\$ 1,600.00	0.94	\$ 1,600.00	\$ 1,600.00	0.94
40	Water Service Transfer	EA	9	\$ 800.00	\$ 7,200.00	\$ 460.00	\$ 4,140.00	0.58	\$ 350.00	\$ 3,150.00	0.44	\$ 600.00	\$ 5,400.00	0.75
41	Temporary Pavement Replacement for Water Lines	LF	1,338	\$ 12.00	\$ 16,056.00	\$ 14.00	\$ 18,732.00	1.17	\$ 25.00	\$ 33,450.00	2.08	\$ 5.00	\$ 6,690.00	0.42
42	Asphalt Pavement Replacement for Water Lines	LF	150	\$ 85.00	\$ 12,750.00	\$ 115.00	\$ 17,250.00	1.35	\$ 60.00	\$ 9,000.00	0.71	\$ 80.00	\$ 12,000.00	0.94
43	Water Trench Safety	LF	2,063	\$ 1.00	\$ 2,063.00	\$ 1.10	\$ 2,269.30	1.10	\$ 1.00	\$ 2,063.00	1.00	\$ 0.50	\$ 1,031.50	0.50
WATER SUBTOTAL					\$ 658,651.00		\$ 470,212.30	0.71		\$ 582,794.00	0.88		\$ 595,142.50	0.90
SANITARY SEWER														
44	Remove Existing 8" and/or 6" San. Sewer Line	LF	120	\$ 19.00	\$ 2,280.00	\$ 34.50	\$ 4,140.00	1.82	\$ 30.00	\$ 3,600.00	1.58	\$ 12.00	\$ 1,440.00	0.63
45	Remove Existing Sanitary Sewer Clean Out	EA	1	\$ 1,300.00	\$ 1,300.00	\$ 230.00	\$ 230.00	0.18	\$ 225.00	\$ 225.00	0.17	\$ 330.00	\$ 330.00	0.25
46	8" Dia. (SDR-26) Sanitary Sewer Line	LF	392	\$ 125.00	\$ 49,000.00	\$ 69.00	\$ 27,048.00	0.55	\$ 110.00	\$ 43,120.00	0.88	\$ 111.00	\$ 43,512.00	0.89
47	4' Dia. Sanitary Sewer Manhole	EA	1	\$ 5,900.00	\$ 5,900.00	\$ 4,600.00	\$ 4,600.00	0.78	\$ 6,500.00	\$ 6,500.00	1.10	\$ 6,900.00	\$ 6,900.00	1.17
48	Extra Depth for 4' Dia. Sanitary Sewer Manhole	VLF	3	\$ 285.00	\$ 855.00	\$ 207.00	\$ 621.00	0.73	\$ 350.00	\$ 1,050.00	1.23	\$ 185.00	\$ 555.00	0.65
49	4" Dia. (SCH. 40) Sanitary Sewer Service Line	LF	148	\$ 74.00	\$ 10,952.00	\$ 47.00	\$ 6,956.00	0.64	\$ 90.00	\$ 13,320.00	1.22	\$ 87.00	\$ 12,876.00	1.18
	Sanitary Sewer Service Transfers Incl. Cleanout, Tee & Double Cleanout	EA	5	\$ 650.00	\$ 3,250.00	\$ 500.00	\$ 2,500.00	0.77	\$ 750.00	\$ 3,750.00	1.15	\$ 600.00	\$ 3,000.00	0.92
51	Temporary Pavement Replacement for Sewer Lines	LF	442	\$ 11.50	\$ 5,083.00	\$ 14.00	\$ 6,188.00	1.22	\$ 25.00	\$ 11,050.00	2.17	\$ 6.00	\$ 2,652.00	0.52
52	Connect to Existing 6"/8" Sanitary Sewer	EA	1	\$ 2,200.00	\$ 2,200.00	\$ 3,450.00	\$ 3,450.00	1.57	\$ 1,850.00	\$ 1,850.00	0.84	\$ 7,100.00	\$ 7,100.00	3.23
53	Pre CCTV Inspection	LF	392	\$ 4.00	\$ 1,568.00	\$ 3.45	\$ 1,352.40	0.86	\$ 5.00	\$ 1,960.00	1.25	\$ 3.00	\$ 1,176.00	0.75
54	Post CCTV Inspection	LF	392	\$ 4.00	\$ 1,568.00	\$ 3.45	\$ 1,352.40	0.86	\$ 4.00	\$ 1,568.00	1.00	\$ 3.00	\$ 1,176.00	0.75
55	Manhole Vacuum Testing	EA	1	\$ 400.00	\$ 400.00	\$ 370.00	\$ 370.00	0.93	\$ 200.00	\$ 200.00	0.50	\$ 160.00	\$ 160.00	0.40
56	Sanitary Sewer Trench Safety	LF	392	\$ 2.50	\$ 980.00	\$ 3.45	\$ 1,352.40	1.38	\$ 2.00	\$ 784.00	0.80	\$ 1.00	\$ 392.00	0.40
SANITARY SEWER SUBTOTAL					\$ 85,336.00		\$ 60,160.20	0.70		\$ 88,977.00	1.04		\$ 81,269.00	0.95



WHITLEY ROAD 3 AND BOWIE STREET BID TABULATION

Bids Opened:
December 16, 2020
2:00 PM

				Engineer's Estimate		#4 Reliable Paving, INC			#5 McClendon Construction Company, INC.			#6 Stabile & Winn, INC.		
ITEM NO.	DESCRIPTION OF ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	Ratio to Engineer	UNIT PRICE	AMOUNT	Ratio to Engineer	UNIT PRICE	AMOUNT	Ratio to Engineer
STORM DRAIN														
57	54" Dia. ASTM C-76 CL. III RCP	LF	100	\$ 450.00	\$ 45,000.00	\$ 375.00	\$ 37,500.00	0.83	\$ 352.00	\$ 35,200.00	0.78	\$ 402.00	\$ 40,200.00	0.89
58	48" Dia. ASTM C-76 CL. III RCP	LF	50	\$ 375.00	\$ 18,750.00	\$ 250.00	\$ 12,500.00	0.67	\$ 282.00	\$ 14,100.00	0.75	\$ 325.00	\$ 16,250.00	0.87
59	36" Dia. ASTM C-76 CL. III RCP	LF	126	\$ 205.00	\$ 25,830.00	\$ 180.00	\$ 22,680.00	0.88	\$ 200.00	\$ 25,200.00	0.98	\$ 221.00	\$ 27,846.00	1.08
60	30" Dia. ASTM C-76 CL. III RCP	LF	729	\$ 165.00	\$ 120,285.00	\$ 140.00	\$ 102,060.00	0.85	\$ 155.00	\$ 112,995.00	0.94	\$ 164.00	\$ 119,556.00	0.99
61	24" Dia. ASTM C-76 CL. III RCP	LF	1,070	\$ 130.00	\$ 139,100.00	\$ 110.00	\$ 117,700.00	0.85	\$ 123.00	\$ 131,610.00	0.95	\$ 135.00	\$ 144,450.00	1.04
62	18" Dia. ASTM C-76 CL. III RCP	LF	59	\$ 165.00	\$ 9,735.00	\$ 75.00	\$ 4,425.00	0.45	\$ 108.00	\$ 6,372.00	0.65	\$ 108.00	\$ 6,372.00	0.65
63	8'-0" Square Storm Drain Vault	EA	1	\$ 16,000.00	\$ 16,000.00	\$ 19,500.00	\$ 19,500.00	1.22	\$ 12,700.00	\$ 12,700.00	0.79	\$ 14,300.00	\$ 14,300.00	0.88
64	4'-0" Square Storm Drain Vault	EA	5	\$ 6,250.00	\$ 31,250.00	\$ 4,600.00	\$ 23,000.00	0.74	\$ 5,650.00	\$ 28,250.00	0.90	\$ 5,300.00	\$ 26,500.00	0.85
65	20" Std. Curb Inlet	EA	1	\$ 11,000.00	\$ 11,000.00	\$ 6,325.00	\$ 6,325.00	0.58	\$ 8,550.00	\$ 8,550.00	0.78	\$ 9,600.00	\$ 9,600.00	0.87
66	10" Recessed Curb Inlet	EA	9	\$ 6,500.00	\$ 58,500.00	\$ 5,500.00	\$ 49,500.00	0.85	\$ 5,250.00	\$ 47,250.00	0.81	\$ 5,000.00	\$ 45,000.00	0.77
67	20" Recessed Curb Inlet	EA	2	\$ 11,000.00	\$ 22,000.00	\$ 6,900.00	\$ 13,800.00	0.63	\$ 8,800.00	\$ 17,600.00	0.80	\$ 9,600.00	\$ 19,200.00	0.87
68	Connect to Existing 48" RCP	EA	1	\$ 10,750.00	\$ 10,750.00	\$ 3,200.00	\$ 3,200.00	0.30	\$ 1,550.00	\$ 1,550.00	0.14	\$ 3,100.00	\$ 3,100.00	0.29
69	Connect to Existing 18"/24" RCP	EA	4	\$ 2,700.00	\$ 10,800.00	\$ 1,050.00	\$ 4,200.00	0.39	\$ 1,250.00	\$ 5,000.00	0.46	\$ 950.00	\$ 3,800.00	0.35
70	Temporary Pavement Replacement for Storm Drain Lines	LF	1,933	\$ 13.50	\$ 26,095.50	\$ 16.00	\$ 30,928.00	1.19	\$ 27.00	\$ 52,191.00	2.00	\$ 10.00	\$ 19,330.00	0.74
71	4000 PSI Class "A" Unformed Concrete for Flumes	CY	1	\$ 800.00	\$ 800.00	\$ 920.00	\$ 920.00	1.15	\$ 1,100.00	\$ 1,100.00	1.38	\$ 1,500.00	\$ 1,500.00	1.88
116	3/8" Thk. Galvanized Checkered Steel Plate	LS	1	\$ 400.00	\$ 400.00	\$ 5,750.00	\$ 5,750.00	14.38	\$ 750.00	\$ 750.00	1.88	\$ 2,000.00	\$ 2,000.00	5.00
72	Drainage Trench Safety	LF	2,075	\$ 5.00	\$ 10,375.00	\$ 2.30	\$ 4,772.50	0.46	\$ 2.00	\$ 4,150.00	0.40	\$ 1.00	\$ 2,075.00	0.20
STORM DRAIN SUBTOTAL					\$ 556,670.50		\$ 458,760.50	0.82		\$ 504,568.00	0.91		\$ 501,079.00	0.90
PAVING														
73	Unclassified Excavation	CY	5,998	\$ 37.00	\$ 221,926.00	\$ 20.00	\$ 119,960.00	0.54	\$ 21.00	\$ 125,958.00	0.57	\$ 30.00	\$ 179,940.00	0.81
74	Controlled Density Embankment	CY	1,116	\$ 43.00	\$ 48,988.00	\$ 8.00	\$ 8,928.00	0.19	\$ 15.00	\$ 16,740.00	0.35	\$ 15.00	\$ 16,740.00	0.35
75	8" Thk. Lime Stabilized Subgrade	SY	11,149	\$ 8.50	\$ 94,766.50	\$ 5.60	\$ 62,434.40	0.66	\$ 6.00	\$ 66,894.00	0.71	\$ 4.50	\$ 50,170.50	0.53
76	6" Thk. Lime Stabilized Subgrade	SY	1,538	\$ 6.50	\$ 9,997.00	\$ 8.00	\$ 12,304.00	1.23	\$ 7.00	\$ 10,766.00	1.08	\$ 4.25	\$ 6,536.50	0.65
77	Lime for Subgrade Stabilization	TONS	286	\$ 200.00	\$ 57,200.00	\$ 180.00	\$ 51,480.00	0.90	\$ 200.00	\$ 57,200.00	1.00	\$ 195.00	\$ 55,770.00	0.98
78	8" Thk. Type A, Grade 1 Flex Base	SY	106	\$ 32.00	\$ 3,392.00	\$ 35.00	\$ 3,710.00	1.09	\$ 30.00	\$ 3,180.00	0.94	\$ 30.00	\$ 3,180.00	0.94
79	7" Thk. Reinforced Concrete Pavement	SY	9,543	\$ 70.00	\$ 668,010.00	\$ 57.50	\$ 548,722.50	0.82	\$ 52.00	\$ 496,236.00	0.74	\$ 64.00	\$ 610,752.00	0.91
80	7" Thk. Colored (Full Depth) and Stamped Concrete Pavement for Crosswalks	SF	3,799	\$ 19.50	\$ 74,080.50	\$ 20.00	\$ 75,980.00	1.03	\$ 11.50	\$ 43,688.50	0.59	\$ 21.00	\$ 79,779.00	1.08
81	6" Thk. Reinforced Concrete Pavement	SY	1,150	\$ 56.00	\$ 64,400.00	\$ 53.00	\$ 60,950.00	0.95	\$ 52.00	\$ 59,800.00	0.93	\$ 60.00	\$ 69,000.00	1.07
82	6" Integral Curb	LF	4,181	\$ 4.00	\$ 16,724.00	\$ 2.30	\$ 9,616.30	0.58	\$ 3.75	\$ 15,678.75	0.94	\$ 3.00	\$ 12,543.00	0.75
83	6" Curb and 24" Gutter (6" Thk. Gutter)	LF	328	\$ 27.00	\$ 8,856.00	\$ 50.00	\$ 16,400.00	1.85	\$ 45.00	\$ 14,760.00	1.67	\$ 30.00	\$ 9,840.00	1.11
84	6" Thick Concrete Driveway Approach (Commercial)	SF	3,786	\$ 9.00	\$ 34,074.00	\$ 7.90	\$ 29,909.40	0.88	\$ 11.00	\$ 41,646.00	1.22	\$ 9.00	\$ 34,074.00	1.00
85	5" Thick Concrete Driveway Approach (Residential)	SF	2,722	\$ 7.75	\$ 21,095.50	\$ 7.20	\$ 19,598.40	0.93	\$ 9.00	\$ 24,498.00	1.16	\$ 8.75	\$ 23,817.50	1.13
86	4" Thk. Concrete Sidewalks	SF	26,070	\$ 7.00	\$ 182,490.00	\$ 6.00	\$ 156,420.00	0.86	\$ 6.50	\$ 169,455.00	0.93	\$ 8.00	\$ 208,560.00	1.14
87	ADA Ramps	EA	17	\$ 2,250.00	\$ 38,250.00	\$ 2,300.00	\$ 39,100.00	1.02	\$ 1,250.00	\$ 21,250.00	0.56	\$ 2,200.00	\$ 37,400.00	0.98
88	ADA Ramps w/o Corner Clips	EA	2	\$ 2,250.00	\$ 4,500.00	\$ 2,300.00	\$ 4,600.00	1.02	\$ 2,150.00	\$ 4,300.00	0.96	\$ 2,500.00	\$ 5,000.00	1.11
89	Sidewalk Footing incl. Z Bar Connection	LF	3,415	\$ 15.00	\$ 51,225.00	\$ 0.80	\$ 2,732.00	0.05	\$ 7.00	\$ 23,905.00	0.47	\$ 12.00	\$ 40,980.00	0.80
90	12" x 12" Concrete Header	LF	194	\$ 18.00	\$ 3,492.00	\$ 17.60	\$ 3,414.40	0.98	\$ 21.00	\$ 4,074.00	1.17	\$ 15.00	\$ 2,910.00	0.83
91	Type "D" HMA for Transitions and Miscellaneous Uses	TONS	536	\$ 230.00	\$ 123,280.00	\$ 111.00	\$ 59,496.00	0.48	\$ 140.00	\$ 75,040.00	0.61	\$ 175.00	\$ 93,800.00	0.76
92	4000 P.S.I Class "C" Formed Concrete for Retaining Walls (Including Reinforcing Steel)	CY	5	\$ 1,350.00	\$ 6,750.00	\$ 1,010.00	\$ 5,050.00	0.75	\$ 1,000.00	\$ 5,000.00	0.74	\$ 1,500.00	\$ 7,500.00	1.11
93	Remove and Replace Existing Brick Mailbox	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 1,150.00	\$ 1,150.00	0.72	\$ 1,000.00	\$ 1,000.00	0.63	\$ 950.00	\$ 950.00	0.59
94	Remove Ex. Mailbox and Install New Cast Aluminum "Better Box" Mailbox	EA	4	\$ 650.00	\$ 2,600.00	\$ 690.00	\$ 2,760.00	1.06	\$ 550.00	\$ 2,200.00	0.85	\$ 1,000.00	\$ 4,000.00	1.54
95	CLY - Continuous 4" Wide Yellow Turn Lane Thermoplastic	LF	5,257	\$ 1.30	\$ 6,834.10	\$ 1.25	\$ 6,571.25	0.96	\$ 0.85	\$ 4,468.45	0.65	\$ 1.10	\$ 5,782.70	0.85
96	CLB - Continuous 4" Wide White Lane Line Thermoplastic	LF	4,235	\$ 1.30	\$ 5,505.50	\$ 1.25	\$ 5,293.75	0.96	\$ 0.85	\$ 3,599.75	0.65	\$ 1.10	\$ 4,658.50	0.85
97	CLW - Con. 6" Wide White Turn Lane Line Thermoplastic	LF	400	\$ 2.20	\$ 880.00	\$ 1.90	\$ 760.00	0.86	\$ 1.00	\$ 400.00	0.45	\$ 1.60	\$ 640.00	0.73
	DLY - Con. 4" Wide Yellow Dashed Turn Lane Line Thermoplastic Mkg.	LF	3,216	\$ 2.20	\$ 7,075.20	\$ 1.25	\$ 4,020.00	0.57	\$ 0.95	\$ 3,055.20	0.43	\$ 0.50	\$ 1,608.00	0.23
99	LA, RA, SRA - Thermoplastic Turn Arrow (All)	EA	22	\$ 160.00	\$ 3,520.00	\$ 207.00	\$ 4,554.00	1.29	\$ 165.00	\$ 3,630.00	1.03	\$ 150.00	\$ 3,300.00	0.94
100	CW - 12" Wide White Cross Walk Thermo Mkg.	LF	715	\$ 5.00	\$ 3,575.00	\$ 3.80	\$ 2,717.00	0.76	\$ 5.00	\$ 3,575.00	1.00	\$ 4.40	\$ 3,146.00	0.88
101	SB - 24" Wide Thermoplastic White Stop Bar	LF	180	\$ 7.00	\$ 1,260.00	\$ 7.50	\$ 1,350.00	1.07	\$ 10.00	\$ 1,800.00	1.43	\$ 6.60	\$ 1,188.00	0.94
102	O - "ONLY" Thermoplastic Marking	EA	4	\$ 215.00	\$ 860.00	\$ 190.00	\$ 760.00	0.88	\$ 165.00	\$ 660.00	0.77	\$ 140.00	\$ 560.00	0.65
103	Remove Ex. Buttons and install New 4" Yellow Buttons	EA	24	\$ 215.00	\$ 5,160.00	\$ 6.90	\$ 165.60	0.03	\$ 25.00	\$ 600.00	0.12	\$ 20.00	\$ 480.00	0.09
104	"New" Stop Sign	EA	6	\$ 550.00	\$ 3,300.00	\$ 414.00	\$ 2,484.00	0.75	\$ 500.00	\$ 3,000.00	0.91	\$ 500.00	\$ 3,000.00	0.91
105	Relocate Existing Sign	EA	11	\$ 375.00	\$ 4,125.00	\$ 172.00	\$ 1,892.00	0.46	\$ 350.00	\$ 3,850.00	0.93	\$ 400.00	\$ 4,400.00	1.07
106	"New" Sign	EA	5	\$ 550.00	\$ 2,750.00	\$ 424.00	\$ 2,120.00	0.77	\$ 500.00	\$ 2,500.00	0.91	\$ 500.00	\$ 2,500.00	0.91
107	Solid Sodding Including 4" Thick Topsoil	SY	3,720	\$ 13.00	\$ 48,360.00	\$ 10.00	\$ 37,200.00	0.77	\$ 7.50	\$ 27,900.00	0.58	\$ 12.00	\$ 44,640.00	0.92
108	Traffic Control Plan and Implementation for Whitley Road 3	LS	1	\$ 37,500.00	\$ 37,500.00	\$ 33,580.00	\$ 33,580.00	0.90	\$ 30,500.00	\$ 30,500.00	0.81	\$ 20,000.00	\$ 20,000.00	0.53
109	Traffic Control Plan and Implementation for Bowie Street	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 12,535.00	\$ 12,535.00	2.28	\$ 8,500.00	\$ 8,500.00	1.55	\$ 5,000.00	\$ 5,000.00	0.91
110	Erosion Control Plan for Whitley Road 3	LS	1	\$ 3,200.00	\$ 3,200.00	\$ 30,000.00	\$ 30,000.00	9.38	\$ 7,750.00	\$ 7,750.00	2.42	\$ 1,500.00	\$ 1,500.00	0.47
111	Erosion Control Plan for Bowie Street	LS	1	\$ 1,100.00	\$ 1,100.00	\$ 23,321.00	\$ 23,321.00	21.20	\$ 1,500.00	\$ 1,500.00	1.36	\$ 800.00	\$ 800.00	0.73
112	Project Signs for Whitley Road 3	EA	2	\$ 650.00	\$ 1,300.00	\$ 525.00	\$ 1,050.00	0.81	\$ 750.00	\$ 1,500.00	1.15	\$ 500.00	\$ 1,000.00	0.77
113	Project Signs for Bowie Street	EA	2	\$ 650.00	\$ 1,300.00	\$ 525.00	\$ 1,050.00	0.81	\$ 750.00	\$ 1,500.00	1.15	\$ 500.00	\$ 1,000.00	0.77
PAVING SUBTOTAL					\$ 1,879,801.30		\$ 1,466,139.00	0.78		\$ 1,393,557.65	0.74		\$ 1,658,445.70	0.88
BASE BID TOTAL					\$ 3,872,652.30		\$ 3,126,792.00	0.81		\$ 3,154,208.65	0.81		\$ 3,285,494.20	0.85



WHITLEY ROAD 3 AND BOWIE STREET BID TABULATION

Bids Opened:
December 16, 2020
2:00 PM

				Engineer's Estimate		#4 Reliable Paving, INC			#5 McClendon Construction Company, INC.			#6 Stabile & Winn, INC.		
ITEM NO.	DESCRIPTION OF ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	Ratio to Engineer	UNIT PRICE	AMOUNT	Ratio to Engineer	UNIT PRICE	AMOUNT	Ratio to Engineer
	ALTERNATIVE													
114A	Single-Sided Solar Pedestrian RRFB Warning LED Signs at Locations 1-4	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 85,000.00	\$ 85,000.00	● 3.86	\$ 74,650.00	\$ 74,650.00	● 3.39	\$ 78,380.00	\$ 78,380.00	● 3.56
115A	Double-Sided Solar Pedestrian RRFB Warning LED Signs at Location 5	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 22,000.00	\$ 22,000.00	● 4.00	\$ 19,885.00	\$ 19,885.00	● 3.62	\$ 20,875.00	\$ 20,875.00	● 3.80
	ALTERNATIVE SUBTOTAL				\$ 27,500.00		\$ 107,000.00	● 3.89		\$ 94,535.00	● 3.44		\$ 99,255.00	● 3.61
	BASE BID AND ALTERNATIVE TOTAL				\$ 3,900,152.30		\$ 3,233,792.00	● 0.83		\$ 3,248,743.65	● 0.83		\$ 3,384,749.20	● 0.87

TOTAL NUMBER OF CONSTRUCTION DAYS FOR BASE BID PLUS ANY ABOVE ALTERNATIVES: 270 CONSECUTIVE CALENDAR DAYS 365 CONSECUTIVE CALENDAR DAYS 360 CONSECUTIVE CALENDAR DAYS 425 CONSECUTIVE CALENDAR DAYS



WHITLEY ROAD 3 AND BOWIE STREET BID TABULATION

Bids Opened:
December 16, 2020
2:00 PM

					Engineer's Estimate		#7 The Fain Group, INC.		
ITEM NO.	DESCRIPTION OF ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	Ratio to Engineer	
GENERAL BID ITEMS									
1	Prepare/Restore ROW (Whitley Road 3)	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 20,721.33	\$ 20,721.33	0.07	
2	Prepare/Restore ROW (Bowie Street)	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 12,608.52	\$ 12,608.52	2.29	
3	Remove Existing Curb and Gutter	LF	1,379	\$ 5.50	\$ 7,584.50	\$ 11.05	\$ 15,237.95	2.01	
4	Remove Existing Concrete Flatwork	SF	11,308	\$ 2.25	\$ 25,443.00	\$ 2.68	\$ 30,305.44	1.19	
5	Remove Existing Grate Inlet	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 3,260.00	\$ 6,520.00	2.17	
6	Remove Existing Storm Drain Drop Inlet @ Sta. 0+61 - 25' rt.	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 3,260.00	\$ 3,260.00	2.17	
7	Remove Existing Curb Inlet	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 3,912.01	\$ 7,824.02	2.61	
8	Remove Existing 66" Storm Drain	LF	50	\$ 80.00	\$ 4,000.00	\$ 78.24	\$ 3,912.00	0.98	
9	Remove Existing 48" Storm Drain	LF	55	\$ 72.00	\$ 3,960.00	\$ 65.20	\$ 3,586.00	0.91	
10	Remove Existing 18" Storm Drain	LF	151	\$ 25.00	\$ 3,775.00	\$ 26.08	\$ 3,938.08	1.04	
11	Remove Existing 10"/12"/15" Storm Drain	LF	71	\$ 25.00	\$ 1,775.00	\$ 19.56	\$ 1,388.76	0.78	
12	Remove Tree < 6" Dia.	EA	7	\$ 1,100.00	\$ 7,700.00	\$ 326.00	\$ 2,282.00	0.30	
13	Remove Existing Guard Rail	LF	25	\$ 10.00	\$ 250.00	\$ 6.52	\$ 163.00	0.65	
14	Remove Existing Landscape Rock from Sta. 20+19 to Sta. 21+48 in ROW	SF	1,300	\$ 1.00	\$ 1,300.00	\$ 1.30	\$ 1,690.00	1.30	
15	Remove and Replace Ex. 6' High Wood Fence with 6' High Wood Fence Incl. Gate	LF	233	\$ 58.00	\$ 13,514.00	\$ 46.94	\$ 10,937.02	0.81	
16	Remove and Replace Ex. 4' High Chain Link Fence with 4' High CL Fence Incl. Gate	LF	86	\$ 22.00	\$ 1,892.00	\$ 39.77	\$ 3,420.22	1.81	
17	Fences at 6701 Cheatham Drive	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 13,728.51	\$ 13,728.51	1.72	
18	Project-Wide Miscellaneous Allowance	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	1.00	
GENERAL BID ITEMS SUBTOTAL					\$ 692,193.50		\$ 441,522.85	0.64	
WATER									
19	Remove Existing 16" Water Line	LF	30	\$ 45.00	\$ 1,350.00	\$ 39.12	\$ 1,173.60	0.87	
20	Remove Existing 8" Water Line	LF	153	\$ 19.00	\$ 2,907.00	\$ 26.08	\$ 3,990.24	1.37	
21	Salvage Existing Fire Hydrant	EA	4	\$ 650.00	\$ 2,600.00	\$ 521.60	\$ 2,086.40	0.80	
22	Salvage Existing Gate Valve	EA	5	\$ 175.00	\$ 875.00	\$ 130.40	\$ 652.00	0.75	
23	16" Dia. C-905 PVC Water Line by Open Cut	LF	2,063	\$ 175.00	\$ 361,025.00	\$ 104.32	\$ 215,212.16	0.60	
24	8" Dia. (DR-18) PVC Water Line by Open Cut	LF	585	\$ 77.00	\$ 45,045.00	\$ 71.72	\$ 41,956.20	0.93	
25	6" Dia. (DR-18) PVC Water Line by Open Cut	LF	40	\$ 77.00	\$ 3,080.00	\$ 58.68	\$ 2,347.20	0.76	
26	16" Vertical Gate Valve w/o By-pass	EA	1	\$ 13,000.00	\$ 13,000.00	\$ 12,909.60	\$ 12,909.60	0.99	
27	8" Gate Valve	EA	7	\$ 1,900.00	\$ 13,300.00	\$ 2,412.40	\$ 16,886.80	1.27	
28	6" By-Pass Assembly, Includes 6" GV, DIP Ftg.s, 6" Pipe	EA	1	\$ 11,000.00	\$ 11,000.00	\$ 13,692.01	\$ 13,692.01	1.24	
29	Fire Hydrant Assembly	EA	4	\$ 5,500.00	\$ 22,000.00	\$ 7,172.00	\$ 28,688.00	1.30	
30	Ductile Iron Fittings for Water Line	TONS	5	\$ 5,700.00	\$ 28,500.00	\$ 11,084.00	\$ 55,420.00	1.94	
31	2" Combination Air Release Valve & Vault w/Offset	EA	1	\$ 15,600.00	\$ 15,600.00	\$ 11,084.00	\$ 11,084.00	0.71	
32	Temporary 2" Blow Off /Sample point	EA	4	\$ 2,700.00	\$ 10,800.00	\$ 2,868.80	\$ 11,475.20	1.06	
33	Cut and Plug Existing 16" Water Line	EA	6	\$ 1,800.00	\$ 10,800.00	\$ 3,260.00	\$ 19,560.00	1.81	
34	Cut and Plug Existing 8/6" Water Line	EA	2	\$ 800.00	\$ 1,600.00	\$ 1,956.00	\$ 3,912.00	2.45	
35	Connect to Existing 16" Water Line	EA	2	\$ 15,000.00	\$ 30,000.00	\$ 11,084.00	\$ 22,168.00	0.74	
36	Connect to Existing 6"/8" Water Line	EA	6	\$ 4,400.00	\$ 26,400.00	\$ 3,260.00	\$ 19,560.00	0.74	
37	Long Double Water Service	EA	2	\$ 2,600.00	\$ 5,200.00	\$ 2,868.80	\$ 5,737.60	1.10	
38	Long Single Water Service	EA	6	\$ 2,300.00	\$ 13,800.00	\$ 1,825.60	\$ 10,953.60	0.79	
39	Short Single Water Service	EA	1	\$ 1,700.00	\$ 1,700.00	\$ 1,564.81	\$ 1,564.81	0.92	
40	Water Service Transfer	EA	9	\$ 800.00	\$ 7,200.00	\$ 782.40	\$ 7,041.60	0.98	
41	Temporary Pavement Replacement for Water Lines	LF	1,338	\$ 12.00	\$ 16,056.00	\$ 17.36	\$ 23,227.68	1.45	
42	Asphalt Pavement Replacement for Water Lines	LF	150	\$ 85.00	\$ 12,750.00	\$ 34.95	\$ 5,242.50	0.41	
43	Water Trench Safety	LF	2,063	\$ 1.00	\$ 2,063.00	\$ 3.91	\$ 8,066.33	3.91	
WATER SUBTOTAL					\$ 658,651.00		\$ 544,607.53	0.83	
SANITARY SEWER									
44	Remove Existing 8" and/or 6" San. Sewer Line	LF	120	\$ 19.00	\$ 2,280.00	\$ 26.08	\$ 3,129.60	1.37	
45	Remove Existing Sanitary Sewer Clean Out	EA	1	\$ 1,300.00	\$ 1,300.00	\$ 260.79	\$ 260.79	0.20	
46	8" Dia. (SDR-26) Sanitary Sewer Line	LF	392	\$ 125.00	\$ 49,000.00	\$ 91.28	\$ 35,781.76	0.73	
47	4' Dia. Sanitary Sewer Manhole	EA	1	\$ 5,900.00	\$ 5,900.00	\$ 5,868.00	\$ 5,868.00	0.99	
48	Extra Depth for 4' Dia. Sanitary Sewer Manhole	VL	3	\$ 285.00	\$ 855.00	\$ 391.20	\$ 1,173.60	1.37	
49	4" Dia. (SCH. 40) Sanitary Sewer Service Line	LF	148	\$ 74.00	\$ 10,952.00	\$ 52.16	\$ 7,719.68	0.70	
50	Sanitary Sewer Service Transfers Incl. Cleanout, Tee & Double Cleanout	EA	5	\$ 650.00	\$ 3,250.00	\$ 2,086.40	\$ 10,432.00	3.21	
51	Temporary Pavement Replacement for Sewer Lines	LF	442	\$ 11.50	\$ 5,083.00	\$ 17.36	\$ 7,673.12	1.51	
52	Connect to Existing 6"/8" Sanitary Sewer	EA	1	\$ 2,200.00	\$ 2,200.00	\$ 1,564.81	\$ 1,564.81	0.71	
53	Pre CCTV Inspection	LF	392	\$ 4.00	\$ 1,568.00	\$ 6.52	\$ 2,555.84	1.63	
54	Post CCTV Inspection	LF	392	\$ 4.00	\$ 1,568.00	\$ 6.52	\$ 2,555.84	1.63	
55	Manhole Vacuum Testing	EA	1	\$ 400.00	\$ 400.00	\$ 391.20	\$ 391.20	0.98	
56	Sanitary Sewer Trench Safety	LF	392	\$ 2.50	\$ 980.00	\$ 6.52	\$ 2,555.84	2.61	
SANITARY SEWER SUBTOTAL					\$ 85,336.00		\$ 81,662.08	0.96	



WHITLEY ROAD 3 AND BOWIE STREET BID TABULATION

Bids Opened:
December 16, 2020
2:00 PM

					Engineer's Estimate		#7 The Fain Group, INC.		
ITEM NO.	DESCRIPTION OF ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	Ratio to Engineer	
STORM DRAIN									
57	54" Dia. ASTM C-76 CL. III RCP	LF	100	\$ 450.00	\$ 45,000.00	\$ 456.40	\$ 45,640.00	1.01	
58	48" Dia. ASTM C-76 CL. III RCP	LF	50	\$ 375.00	\$ 18,750.00	\$ 391.20	\$ 19,560.00	1.04	
59	36" Dia. ASTM C-76 CL. III RCP	LF	126	\$ 205.00	\$ 25,830.00	\$ 326.00	\$ 41,076.00	1.59	
60	30" Dia. ASTM C-76 CL. III RCP	LF	729	\$ 165.00	\$ 120,285.00	\$ 182.56	\$ 133,086.24	1.11	
61	24" Dia. ASTM C-76 CL. III RCP	LF	1,070	\$ 130.00	\$ 139,100.00	\$ 130.40	\$ 139,528.00	1.00	
62	18" Dia. ASTM C-76 CL. III RCP	LF	59	\$ 165.00	\$ 9,735.00	\$ 110.84	\$ 6,539.56	0.67	
63	8'-0" Square Storm Drain Vault	EA	1	\$ 16,000.00	\$ 16,000.00	\$ 13,692.01	\$ 13,692.01	0.86	
64	4'-0" Square Storm Drain Vault	EA	5	\$ 6,250.00	\$ 31,250.00	\$ 8,476.00	\$ 42,380.00	1.36	
65	20' Std. Curb Inlet	EA	1	\$ 11,000.00	\$ 11,000.00	\$ 12,388.00	\$ 12,388.00	1.13	
66	10' Recessed Curb Inlet	EA	9	\$ 6,500.00	\$ 58,500.00	\$ 8,476.00	\$ 76,284.00	1.30	
67	20' Recessed Curb Inlet	EA	2	\$ 11,000.00	\$ 22,000.00	\$ 13,692.00	\$ 27,384.00	1.24	
68	Connect to Existing 48" RCP	EA	1	\$ 10,750.00	\$ 10,750.00	\$ 1,564.81	\$ 1,564.81	0.15	
69	Connect to Existing 18"/24" RCP	EA	4	\$ 2,700.00	\$ 10,800.00	\$ 1,043.20	\$ 4,172.80	0.39	
70	Temporary Pavement Replacement for Storm Drain Lines	LF	1,933	\$ 13.50	\$ 26,095.50	\$ 32.60	\$ 63,015.80	2.41	
71	4000 PSI Class "A" Unformed Concrete for Flumes	CY	1	\$ 800.00	\$ 800.00	\$ 1,043.20	\$ 1,043.20	1.30	
116	3/8" Thk. Galvanized Checkered Steel Plate	LS	1	\$ 400.00	\$ 400.00	\$ 1,564.81	\$ 1,564.81	3.91	
72	Drainage Trench Safety	LF	2,075	\$ 5.00	\$ 10,375.00	\$ 3.91	\$ 8,113.25	0.78	
STORM DRAIN SUBTOTAL					\$ 556,670.50		\$ 637,032.48	1.14	
PAVING									
73	Unclassified Excavation	CY	5,998	\$ 37.00	\$ 221,926.00	\$ 31.54	\$ 189,176.92	0.85	
74	Controlled Density Embankment	CY	1,116	\$ 43.00	\$ 47,988.00	\$ 35.89	\$ 40,053.24	0.83	
75	8" Thk. Lime Stabilized Subgrade	SY	11,149	\$ 8.50	\$ 94,766.50	\$ 6.13	\$ 68,343.37	0.72	
76	6" Thk. Lime Stabilized Subgrade	SY	1,538	\$ 6.50	\$ 9,997.00	\$ 6.00	\$ 9,228.00	0.92	
77	Lime for Subgrade Stabilization	TONS	286	\$ 200.00	\$ 57,200.00	\$ 224.29	\$ 64,146.94	1.12	
78	8" Thk. Type A, Grade 1 Flex Base	SY	106	\$ 32.00	\$ 3,392.00	\$ 18.64	\$ 1,975.84	0.58	
79	7" Thk. Reinforced Concrete Pavement	SY	9,543	\$ 70.00	\$ 668,010.00	\$ 73.17	\$ 698,261.31	1.05	
80	7" Thk. Colored (Full Depth) and Stamped Concrete Pavement for Crosswalks	SF	3,799	\$ 19.50	\$ 74,080.50	\$ 14.21	\$ 53,983.79	0.73	
81	6" Thk. Reinforced Concrete Pavement	SY	1,150	\$ 56.00	\$ 64,400.00	\$ 77.61	\$ 89,251.50	1.39	
82	6" Integral Curb	LF	4,181	\$ 4.00	\$ 16,724.00	\$ 5.77	\$ 24,124.37	1.44	
83	6" Curb and 24" Gutter (6" Thk. Gutter)	LF	328	\$ 27.00	\$ 8,856.00	\$ 35.24	\$ 11,558.72	1.31	
84	6" Thick Concrete Driveway Approach (Commercial)	SF	3,786	\$ 9.00	\$ 34,074.00	\$ 10.05	\$ 38,049.30	1.12	
85	5" Thick Concrete Driveway Approach (Residential)	SF	2,722	\$ 7.75	\$ 21,095.50	\$ 9.30	\$ 25,314.60	1.20	
86	4" Thk. Concrete Sidewalks	SF	26,070	\$ 7.00	\$ 182,490.00	\$ 7.39	\$ 192,657.30	1.06	
87	ADA Ramps	EA	17	\$ 2,250.00	\$ 38,250.00	\$ 2,480.80	\$ 42,173.60	1.10	
88	ADA Ramps w/o Corner Clips	EA	2	\$ 2,250.00	\$ 4,500.00	\$ 2,991.64	\$ 5,983.28	1.33	
89	Sidewalk Footing incl. Z Bar Connection	LF	3,415	\$ 15.00	\$ 51,225.00	\$ 8.05	\$ 27,490.75	0.54	
90	12" x 12" Concrete Header	LF	194	\$ 18.00	\$ 3,492.00	\$ 28.60	\$ 5,548.40	1.59	
91	Type "D" HMAc for Transitions and Miscellaneous Uses	TONS	536	\$ 230.00	\$ 123,280.00	\$ 185.17	\$ 99,251.12	0.81	
92	4000 P.S.I Class "C" Formed Concrete for Retaining Walls (Including Reinforcing Steel)	CY	5	\$ 1,350.00	\$ 6,750.00	\$ 1,033.43	\$ 5,167.15	0.77	
93	Remove and Replace Existing Brick Mailbox	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 1,434.39	\$ 1,434.39	0.90	
94	Remove Ex. Mailbox and Install New Cast Aluminum "Better Box" Mailbox	EA	4	\$ 650.00	\$ 2,600.00	\$ 782.36	\$ 3,129.44	1.20	
95	CLY - Continuous 4" Wide Yellow Turn Lane Thermoplastic	LF	5,257	\$ 1.30	\$ 6,834.10	\$ 1.37	\$ 7,202.09	1.05	
96	CLB - Continuous 4" Wide White Lane Line Thermoplastic	LF	4,235	\$ 1.30	\$ 5,505.50	\$ 1.37	\$ 5,801.95	1.05	
97	CLW - Con. 6" Wide White Turn Lane Line Thermoplastic	LF	400	\$ 2.20	\$ 880.00	\$ 1.96	\$ 784.00	0.89	
98	DLY - Con. 4" Wide Yellow Dashed Turn Lane Line Thermoplastic Mkg.	LF	3,216	\$ 2.20	\$ 7,075.20	\$ 0.59	\$ 1,897.44	0.27	
99	LA, RA, SRA - Thermoplastic Turn Arrow (All)	EA	22	\$ 160.00	\$ 3,520.00	\$ 182.56	\$ 4,016.32	1.14	
100	CW - 12" Wide White Cross Walk Thermo Mkg.	LF	715	\$ 5.00	\$ 3,575.00	\$ 5.22	\$ 3,732.30	1.04	
101	SB - 24" Wide Thermoplastic White Stop Bar	LF	180	\$ 7.00	\$ 1,260.00	\$ 7.82	\$ 1,407.60	1.12	
102	O - "ONLY" Thermoplastic Marking	EA	4	\$ 215.00	\$ 860.00	\$ 169.52	\$ 678.08	0.79	
103	Remove Ex. Buttons and install New 4" Yellow Buttons	EA	24	\$ 215.00	\$ 5,160.00	\$ 26.08	\$ 625.92	0.12	
104	"New" Stop Sign	EA	6	\$ 550.00	\$ 3,300.00	\$ 606.36	\$ 3,638.16	1.10	
105	Relocate Existing Sign	EA	11	\$ 375.00	\$ 4,125.00	\$ 475.96	\$ 5,235.56	1.27	
106	"New" Sign	EA	5	\$ 550.00	\$ 2,750.00	\$ 606.36	\$ 3,031.80	1.10	
107	Solid Sodding Including 4" Thick Topsoil	SY	3,720	\$ 13.00	\$ 48,360.00	\$ 12.02	\$ 44,714.40	0.92	
108	Traffic Control Plan and Implementation for Whitley Road 3	LS	1	\$ 37,500.00	\$ 37,500.00	\$ 16,430.40	\$ 16,430.40	0.44	
109	Traffic Control Plan and Implementation for Bowie Street	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 3,651.20	\$ 3,651.20	0.66	
110	Erosion Control Plan for Whitley Road 3	LS	1	\$ 3,200.00	\$ 3,200.00	\$ 5,150.80	\$ 5,150.80	1.61	
111	Erosion Control Plan for Bowie Street	LS	1	\$ 1,100.00	\$ 1,100.00	\$ 5,150.80	\$ 5,150.80	4.68	
112	Project Signs for Whitley Road 3	EA	2	\$ 650.00	\$ 1,300.00	\$ 684.57	\$ 1,369.14	1.05	
113	Project Signs for Bowie Street	EA	2	\$ 650.00	\$ 1,300.00	\$ 684.75	\$ 1,369.50	1.05	
PAVING SUBTOTAL					\$ 1,879,801.30		\$ 1,812,190.79	0.96	
BASE BID TOTAL					\$ 3,872,652.30		\$ 3,517,015.73	0.91	



WHITLEY ROAD 3 AND BOWIE STREET BID TABULATION

Bids Opened:
December 16, 2020
2:00 PM

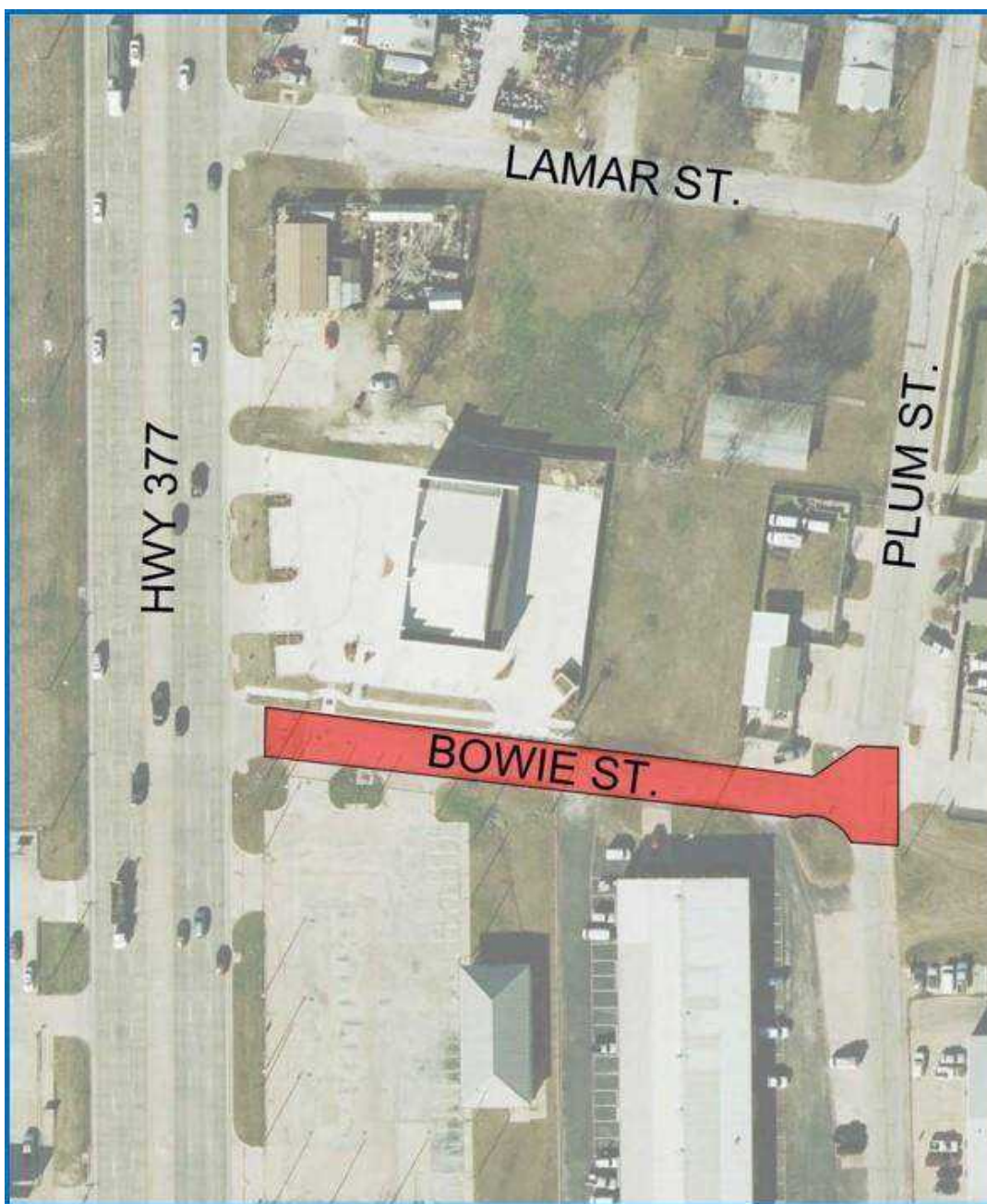
				Engineer's Estimate		#7 The Fain Group, INC.		
ITEM NO.	DESCRIPTION OF ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	Ratio to Engineer
	ALTERNATIVE							
114A	Single-Sided Solar Pedestrian RRFB Warning LED Signs at Locations 1-4	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 4,597.62	\$ 4,597.62	0.21
115A	Double-Sided Solar Pedestrian RRFB Warning LED Signs at Location 5	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 9,195.23	\$ 9,195.23	1.67
	ALTERNATIVE SUBTOTAL				\$ 27,500.00		\$ 13,792.85	0.50
	BASE BID AND ALTERNATIVE TOTAL				\$ 3,900,152.30		\$ 3,530,808.58	0.91

TOTAL NUMBER OF CONSTRUCTION DAYS FOR BASE BID PLUS ANY ABOVE ALTERNATIVES: 270 CONSECUTIVE CALENDAR DAYS

300 WORKING DAYS*

Bowie Street

Project Location Map



Whitley Road 3

Project Location Map



BURGESS & NIPLE

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

December 24, 2020

Mr. Paul Hackleman, P.E.
Public Works Director
City of Watauga
7800 Virgil Anthony Blvd.
Watauga, TX 76148-2456

Re: **CITY PROJECT NO. 20-002
WHITLEY ROAD 3 — PAVING, DRAINAGE AND WATER IMPROVEMENTS
FROM CHAPMAN ROAD TO CONCORD STREET
AND
BOWIE STREET — PAVING, DRAINAGE, WATER AND SANITARY SEWER
IMPROVEMENTS FROM S.H. 377 TO PLUM STREET
RECOMMENDATION OF CONSTRUCTION CONTRACT AWARD
PR56226 AND PR56970**

Dear Mr. Hackleman:

In accordance with the contract documents, we received seven (7) bids for the construction of the referenced project at 2:00 P.M., Wednesday, December 16, 2020 at the City of Watauga City Council Chambers. For your reference, we enclose a complete tabulation of the bids received at that time.

The Whitley Road 3 and Bowie Street project combines three separate projects into a single construction project. The Whitley Road 3 project improves Whitley Road from Chapman Road to Concord Street, a distance of about 2,050 linear feet. Currently Whitley Road is asphalt and approximately 26'-wide. The project will be constructed with concrete, widening Whitley Road to 40' from face-of-curb to face-of-curb with sidewalks along both sides of the road. There will be two through lanes, a continuous left turn lane and two bike lanes. Chapman Road's asphalt pavement will be replaced from Whitley Road to Old Whitley Road. The existing bar ditches on the outsides of Whitley Road will be removed and curb inlets with underground storm drainage pipes will be constructed to carry the storm water runoff. The existing 16" water line will be removed and replaced as well.

The Bowie Street project improves it from asphalt to concrete making Bowie Street 30' wide from face-of-curb to face-of-curb with sidewalks along both sides of the road. The underground storm drainage will be replaced, the sanitary sewer system will be improved from 6" to 8" diameter and the water system will also be improved from 6" to 8" diameter. The length of the Bowie Street improvements is approximately 330 linear feet.

CITY PROJECT NO. 20-002
WHITLEY ROAD 3 AND BOWIE STREET
RECOMMENDATION OF CONSTRUCTION CONTRACT AWARD
Page 2

We also bid an additive alternate to the projects to improve the pedestrian safety at several intersections around town. We bid five locations to be improved with Rectangular Rapid Flashing Beacon (RRFB) Pedestrian Crosswalk Systems. These provide drivers with real-time warning when pedestrians are in or about to enter an approaching crosswalk. We intend to install these at the following intersections:

1. Hightower Drive at Constitution Drive (east side);
2. Hightower Drive at Bennington Drive (west side);
3. Starnes Road at Partridge Drive (west side);
4. Bursey Road at Indian Springs Road (west side); and
5. Whitley Road at Hickoryhill Road (north side). The seven (7) bids received are as follows:

Contractor	Base Amount Bid	Days Bid
1. SAI CONSTRUCTION INC.	\$2,838,722.00	365
2. QUALITY EXCAVATION LTD	\$2,907,890.60	390
3. DDM CONSTRUCTION CORPORATION	\$2,972,074.80	325
4. RELIABLE PAVING, INC.	\$3,126,792.00	365
5. MCCLENDON CONSTRUCTION CO., INC.	\$3,154,208.65	360
6. STABILE & WINN, INC.	\$3,285,494.20	425
7. THE FAIN GROUP, INC.	\$3,517,015.73	300

Contractor	Base Bid Plus RRFB Crossings	Days Bid
1. SAI CONSTRUCTION INC.	\$2,963,722.00	365
2. QUALITY EXCAVATION LTD	\$3,016,090.60	390
3. DDM CONSTRUCTION CORPORATION	\$3,091,374.80	325
4. RELIABLE PAVING, INC.	\$3,233,792.00	365
5. MCCLENDON CONSTRUCTION CO., INC.	\$3,248,743.65	360
6. STABILE & WINN, INC.	\$3,384,749.20	425
7. THE FAIN GROUP, INC.	\$3,530,808.22	300

The base bid plus the RRFB crossings are within the project budget. I recommend constructing the RRFB crossings to enhance the safety of the crossing for school children. **SAI Construction, Inc. of Richardson, Texas** submitted the lowest responsive bid for construction of the project. We have spoken to several of **SAI Construction's** references. In my opinion, **SAI Construction** is qualified to perform this contract and I recommend that the City of Watauga award this construction contract to **SAI Construction, Inc.** in the amount of **\$2,963,722.00** for the base bid plus the alternate bid for the RRFB crossings.

CITY PROJECT NO. 20-002
WHITLEY ROAD 3 AND BOWIE STREET
RECOMMENDATION OF CONSTRUCTION CONTRACT AWARD
Page 3

Please call if we may provide additional assistance or information in this regard.

Respectfully submitted,

BURGESS & NIPLE

TBPELS FIRM REGISTRATION NO. F-10834



William D. Wendland, P.E.

Associate

Director, Fort Worth Public Sector

Attachments



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 1ST day of SEPTEMBER, 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,~~^{PM} 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 10TH day of SEPTEMBER, 2020.

CITY OF WATAUGA, TEXAS

By: Andrea Gardner
Andrea Gardner, City Manager

5613 BOWIE LLC

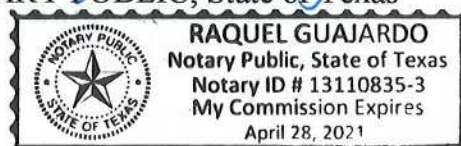
By: Phil Martin OWNER
Name: Phil Martin, Owner

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 10TH day
of SEPTEMBER
2020, by ANDREA GARDNER of **THE CITY OF WATAUGA, TEXAS**, a
Texas
municipal corporation, on behalf of said city.

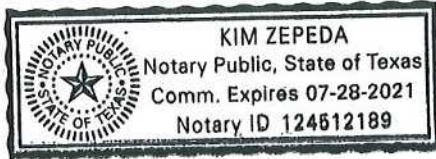
Raquel Guajardo
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
§



COUNTY OF TARRANT §

This instrument was acknowledged before me on the 1ST day of SEPTEMBER
2020, by PHIL MARTIN of **5613 BOWIE LLC**.



Kim Zepeda
NOTARY PUBLIC, State of Texas

BID FORM

TO: City of Watauga
Purchasing Department
7105 Whitley Road
Watauga, Texas 76148
817-514-5833

FOR: City Project No. 20-002 Whitley Road 3 and Bowie Street
Paving, Drainage, Water, and Sanitary Sewer Improvements
Watauga, Texas

The undersigned, as bidder, declares that the only person or parties interested in this bid as principals are those named herein, that this bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the form of Contract, Notice to Bidders, Specifications, and the Plans therein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased are to be performed at agreed prices set forth except as provided for in the Specifications.

It is further agreed that the contract is a unit price contract and unit prices are provided to allow for additional work. Prices may be increased to cover additional work ordered by the Engineer, but not shown on the plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The contractor shall bid an amount of time for the work to be substantially complete on page 4 of the Bid Form.

The Contractor, as bidder, hereby proposes and agrees to furnish the work on a unit price Contract based on the construction plans for the following stipulated amounts:

BID FORM

ITEM NO.	DESCRIPTION OF ITEM	UNIT	BID QUANTITY	UNIT PRICE	COST
GENERAL BID ITEMS					
1	Prepare/Restore ROW (Whitley Road 3)	LS	1	\$ 125,000.00	\$ 125,000.00
2	Prepare/Restore ROW (Bowie Street)	LS	1	\$ 10,000.00	\$ 10,000.00
3	Remove Existing Curb and Gutter	LF	1,379	\$ 7.00	\$ 9,653.00
4	Remove Existing Concrete Flatwork	SF	11,308	\$ 1.00	\$ 11,308.00
5	Remove Existing Grate Inlet	EA	2	\$ 550.00	\$ 1,100.00
6	Remove Existing Storm Drain Drop Inlet @ Sta. 0+61 - 25' rt.	EA	1	\$ 1,000.00	\$ 1,000.00
7	Remove Existing Curb Inlet	EA	2	\$ 500.00	\$ 1,000.00
8	Remove Existing 66" Storm Drain	LF	50	\$ 22.00	\$ 1,100.00
9	Remove Existing 48" Storm Drain	LF	55	\$ 21.00	\$ 1,155.00
10	Remove Existing 18" Storm Drain	LF	151	\$ 18.00	\$ 2,718.00
11	Remove Existing 10"/12"/15" Storm Drain	LF	71	\$ 14.00	\$ 994.00
12	Remove Tree < 6" Dia.	EA	7	\$ 300.00	\$ 2,100.00
13	Remove Existing Guard Rail	LF	25	\$ 40.00	\$ 1,000.00
14	Remove Existing Landscape Rock from Sta. 20+19 to Sta. 21+48 in ROW	SF	1,300	\$ 1.00	\$ 1,300.00
15	Remove and Replace Ex. 6' High Wood Fence with 6' High Wood Fence Incl. Gate	LF	233	\$ 40.00	\$ 9,320.00
16	Remove and Replace Ex. 4' High Chain Link Fence with 4' High CL Fence Incl. Gate	LF	86	\$ 30.00	\$ 2,580.00
17	Fences at 6701 Cheatham Drive	LS	1	\$ 12,000.00	\$ 12,000.00
18	Project-Wide Miscellaneous Allowance	LS	1	\$ 300,000.00	\$ 300,000.00
GENERAL BID ITEMS SUBTOTAL					\$ 493,328.00
WATER					
19	Remove Existing 16" Water Line	LF	30	\$ 40.00	\$ 1,200.00
20	Remove Existing 8" Water Line	LF	153	\$ 16.00	\$ 2,448.00
21	Salvage Existing Fire Hydrant	EA	4	\$ 650.00	\$ 2,600.00
22	Salvage Existing Gate Valve	EA	5	\$ 200.00	\$ 1,000.00
23	16" Dia. C-905 PVC Water Line by Open Cut	LF	2,063	\$ 85.00	\$ 175,355.00
24	8" Dia. (DR-18) PVC Water Line by Open Cut	LF	585	\$ 60.00	\$ 35,100.00
25	6" Dia. (DR-18) PVC Water Line by Open Cut	LF	40	\$ 53.00	\$ 2,120.00
26	16" Vertical Gate Valve w/o By-pass	EA	1	\$ 11,000.00	\$ 11,000.00
27	8" Gate Valve	EA	7	\$ 1,600.00	\$ 11,200.00
28	6" By-Pass Assembly, Includes 6" GV, DIP Ftgs, 6" Pipe	EA	1	\$ 8,000.00	\$ 8,000.00
29	Fire Hydrant Assembly	EA	4	\$ 5,250.00	\$ 21,000.00
30	Ductile Iron Fittings for Water Line	TONS	5	\$ 4,000.00	\$ 20,000.00
31	2" Combination Air Release Valve & Vault w/Offset	EA	1	\$ 6,500.00	\$ 6,500.00
32	Temporary 2" Blow Off /Sample point	EA	4	\$ 2,500.00	\$ 10,000.00
33	Cut and Plug Existing 16" Water Line	EA	6	\$ 2,000.00	\$ 12,000.00
34	Cut and Plug Existing 8/6" Water Line	EA	2	\$ 2,000.00	\$ 4,000.00
35	Connect to Existing 16" Water Line	EA	2	\$ 4,000.00	\$ 8,000.00
36	Connect to Existing 6"/8" Water Line	EA	6	\$ 2,000.00	\$ 12,000.00
37	Long Double Water Service	EA	2	\$ 2,150.00	\$ 4,300.00
38	Long Single Water Service	EA	6	\$ 2,000.00	\$ 12,000.00
39	Short Single Water Service	EA	1	\$ 1,500.00	\$ 1,500.00
40	Water Service Transfer	EA	9	\$ 600.00	\$ 5,400.00
41	Temporary Pavement Replacement for Water Lines	LF	1,338	\$ 10.00	\$ 13,380.00
42	Asphalt Pavement Replacement for Water Lines	LF	150	\$ 35.00	\$ 5,250.00
43	Water Trench Safety	LF	2,063	\$ 1.00	\$ 2,063.00
WATER SUBTOTAL					\$ 387,416.00
Continued on next page					

BID FORM

ITEM NO.	DESCRIPTION OF ITEM	UNIT	BID QUANTITY	UNIT PRICE	COST
SANITARY SEWER					
44	Remove Existing 8" and/or 6" San. Sewer Line	LF	120	\$ 30.00	\$ 3,600.00
45	Remove Existing Sanitary Sewer Clean Out	EA	1	\$ 500.00	\$ 500.00
46	8" Dia. (SDR-26) Sanitary Sewer Line	LF	392	\$ 79.00	\$ 30,968.00
47	4' Dia. Sanitary Sewer Manhole	EA	1	\$ 4,000.00	\$ 4,000.00
48	Extra Depth for 4' Dia. Sanitary Sewer Manhole	VLF	3	\$ 200.00	\$ 600.00
49	4" Dia. (SCH. 40) Sanitary Sewer Service Line	LF	148	\$ 40.00	\$ 5,920.00
50	Sanitary Sewer Service Transfers Incl. Cleanout, Tee & Double Cleanout	EA	5	\$ 1,200.00	\$ 6,000.00
51	Temporary Pavement Replacement for Sewer Lines	LF	442	\$ 15.00	\$ 6,630.00
52	Connect to Existing 6"/8" Sanitary Sewer	EA	1	\$ 4,000.00	\$ 4,000.00
53	Pre CCTV Inspection	LF	392	\$ 3.00	\$ 1,176.00
54	Post CCTV Inspection	LF	392	\$ 3.00	\$ 1,176.00
55	Manhole Vacuum Testing	EA	1	\$ 750.00	\$ 750.00
56	Sanitary Sewer Trench Safety	LF	392	\$ 1.00	\$ 392.00
SANITARY SEWER SUBTOTAL					\$ 65,712.00
STORM DRAIN					
57	54" Dia. ASTM C-76 CL. III RCP	LF	100	\$ 285.00	\$ 28,500.00
58	48" Dia. ASTM C-76 CL. III RCP	LF	50	\$ 250.00	\$ 12,500.00
59	36" Dia. ASTM C-76 CL. III RCP	LF	126	\$ 165.00	\$ 20,790.00
60	30" Dia. ASTM C-76 CL. III RCP	LF	729	\$ 130.00	\$ 94,770.00
61	24" Dia. ASTM C-76 CL. III RCP	LF	1,070	\$ 100.00	\$ 107,000.00
62	18" Dia. ASTM C-76 CL. III RCP	LF	59	\$ 80.00	\$ 4,720.00
63	8'-0" Square Storm Drain Vault	EA	1	\$ 12,000.00	\$ 12,000.00
64	4'-0" Square Storm Drain Vault	EA	5	\$ 4,750.00	\$ 23,750.00
65	20' Std. Curb Inlet	EA	1	\$ 6,500.00	\$ 6,500.00
66	10' Recessed Curb Inlet	EA	9	\$ 4,400.00	\$ 39,600.00
67	20' Recessed Curb Inlet	EA	2	\$ 7,000.00	\$ 14,000.00
68	Connect to Existing 48" RCP	EA	1	\$ 3,000.00	\$ 3,000.00
69	Connect to Existing 18"/24" RCP	EA	4	\$ 1,500.00	\$ 6,000.00
70	Temporary Pavement Replacement for Storm Drain Lines	LF	1,933	\$ 15.00	\$ 28,995.00
71	4000 PSI Class "A" Unformed Concrete for Flumes	CY	1	\$ 500.00	\$ 500.00
116	3/8" Thk. Galvanized Checkered Steel Plate	LS	1	\$ 750.00	\$ 750.00
72	Drainage Trench Safety	LF	2,075	\$ 1.00	\$ 2,075.00
STORM DRAIN SUBTOTAL					\$ 405,450.00
Continued on next page					

BID FORM

ITEM NO.	DESCRIPTION OF ITEM	UNIT	BID QUANTITY	UNIT PRICE	COST
PAVING					
73	Unclassified Excavation	CY	5,998	\$ 25.00	\$ 149,950.00
74	Controlled Density Embankment	CY	1,116	\$ 12.00	\$ 13,392.00
75	8" Thk. Lime Stabilized Subgrade	SY	11,149	\$ 4.00	\$ 44,596.00
76	6" Thk. Lime Stabilized Subgrade	SY	1,538	\$ 4.00	\$ 6,152.00
77	Lime for Subgrade Stabilization	TONS	286	\$ 200.00	\$ 57,200.00
78	8" Thk. Type A, Grade 1 Flex Base	SY	106	\$ 35.00	\$ 3,710.00
79	7" Thk. Reinforced Concrete Pavement	SY	9,543	\$ 59.00	\$ 563,037.00
80	7" Thk. Colored (Full Depth) and Stamped Concrete Pavement for Crosswalks	SF	3,799	\$ 16.00	\$ 60,784.00
81	6" Thk. Reinforced Concrete Pavement	SY	1,150	\$ 52.00	\$ 59,800.00
82	6" Integral Curb	LF	4,181	\$ 3.00	\$ 12,543.00
83	6" Curb and 24" Gutter (6" Thk. Gutter)	LF	328	\$ 40.00	\$ 13,120.00
84	6" Thick Concrete Driveway Approach (Commercial)	SF	3,786	\$ 7.00	\$ 26,502.00
85	5" Thick Concrete Driveway Approach (Residential)	SF	2,722	\$ 7.00	\$ 19,054.00
86	4" Thk. Concrete Sidewalks	SF	26,070	\$ 5.50	\$ 143,385.00
87	ADA Ramps	EA	17	\$ 1,800.00	\$ 30,600.00
88	ADA Ramps w/o Corner Clips	EA	2	\$ 1,800.00	\$ 3,600.00
89	Sidewalk Footing incl. Z Bar Connection	LF	3,415	\$ 17.00	\$ 58,055.00
90	12" x 12" Concrete Header	LF	194	\$ 30.00	\$ 5,820.00
91	Type "D" HMAC for Transitions and Miscellaneous Uses	TONS	536	\$ 185.00	\$ 99,160.00
92	4000 P.S.I Class "C" Formed Concrete for Retaining Walls (Including Reinforcing Steel)	CY	5	\$ 750.00	\$ 3,750.00
93	Remove and Replace Existing Brick Mailbox	EA	1	\$ 1,350.00	\$ 1,350.00
94	Remove Ex. Mailbox and Install New Cast Aluminum "Better Box" Mailbox	EA	4	\$ 600.00	\$ 2,400.00
95	CLY - Continuous 4" Wide Yellow Turn Lane Thermoplastic Mkg.	LF	5,257	\$ 1.00	\$ 5,257.00
96	CLB - Continuous 4" Wide White Lane Line Thermoplastic Mkg.	LF	4,235	\$ 1.00	\$ 4,235.00
97	CLW - Con. 6" Wide White Turn Lane Line Thermoplastic Mkg.	LF	400	\$ 2.00	\$ 800.00
98	DLY - Con. 4" Wide Yellow Dashed Turn Lane Line Thermoplastic Mkg.	LF	3,216	\$ 1.50	\$ 4,824.00
99	LA, RA, SRA - Thermoplastic Turn Arrow (All)	EA	22	\$ 200.00	\$ 4,400.00
100	CW - 12" Wide White Cross Walk Thermo Mkg.	LF	715	\$ 4.00	\$ 2,860.00
101	SB - 24" Wide Thermoplastic White Stop Bar	LF	180	\$ 8.00	\$ 1,440.00
102	O - "ONLY" Thermoplastic Marking	EA	4	\$ 200.00	\$ 800.00
103	Remove Ex. Buttons and install New 4" Yellow Buttons	EA	24	\$ 10.00	\$ 240.00
104	"New" Stop Sign	EA	6	\$ 500.00	\$ 3,000.00
105	Relocate Existing Sign	EA	11	\$ 250.00	\$ 2,750.00
106	"New" Sign	EA	5	\$ 450.00	\$ 2,250.00
107	Solid Sodding Including 4" Thick Topsoil	SY	3,720	\$ 10.00	\$ 37,200.00
108	Traffic Control Plan and Implementation for Whitley Road 3	LS	1	\$ 20,000.00	\$ 20,000.00
109	Traffic Control Plan and Implementation for Bowie Street	LS	1	\$ 5,000.00	\$ 5,000.00
110	Erosion Control Plan for Whitley Road 3	LS	1	\$ 9,000.00	\$ 9,000.00
111	Erosion Control Plan for Bowie Street	LS	1	\$ 2,000.00	\$ 2,000.00
112	Project Signs for Whitley Road 3	EA	2	\$ 700.00	\$ 1,400.00
113	Project Signs for Bowie Street	EA	2	\$ 700.00	\$ 1,400.00
PAVING SUBTOTAL					\$ 1,486,816.00
BASE BID TOTAL					\$ 2,838,722.00
ALTERNATIVE					
114A	Single-Sided Solar Pedestrian RRFB Warning LED Signs at Locations 1-4	LS	1	\$ 95,000.00	\$ 95,000.00
115A	Double-Sided Solar Pedestrian RRFB Warning LED Signs at Location 5	LS	1	\$ 30,000.00	\$ 30,000.00
ALTERNATIVE SUBTOTAL					\$ 125,000.00
BASE BID AND ALTERNATIVE TOTAL					\$ 2,963,722.00

TOTAL NUMBER OF CONSTRUCTION DAYS FOR BASE BID PLUS ANY ABOVE ALTERNATIVES:
365 CONSECUTIVE CALENDAR DAYS

BID FORM

Bidder agrees that the Work will be substantially complete within the amount of calendar days bid on Page 4 of the Bid Form after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07B of the General Conditions within an additional thirty (30) calendar days after the date of substantial completion.

It is understood that the Owner reserves the right to reject any and all bids.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the Plans and Specifications to the satisfaction of the City of Watauga, Texas.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the contract documents:

Addendum No. 1 dated 12-2-20
Addendum No. 2 dated 12-12-20
Addendum No. 3 dated _____

Received 12-2-20
Received 12-12-20
Received _____

Respectfully submitted,

(SEAL)

If Bidder is Corporation

Date:

SAI CONSTRUCTION
(Contractor)
By: [Signature]
Title: EXECUTIVE VICE PRESIDENT
Address: 2105 WATERVIEW PARKWAY
RICHARDSON TX 75080
Phone: 972-241-2674
bpi@saiconstruction.com

**FUNDING ANALYSIS
WHITLEY ROAD 3, 4 AND FIRE STATION**

PROJECT	FUNDING SOURCE	ORIGINAL ESTIMATE/BUDGET	ORIGINAL ESTIMATE/BUDGET	GRAND TOTAL	SUMMARY		
					REVISED ESTIMATE/BID	CHANGE TO ORIG BUDGET	REVISED BUDGET
					+/-		
		DESIGN/ENG	CONSTRUCTION	DESIGN/ENG/CONSTRUCTION			
1 WHITLEY ROAD 3	BID 12/2020						
DRAINAGE	USER FEES	\$ 50,969	\$ 490,519	\$ 541,488	\$ 486,838	\$ (54,650)	\$ 486,838
STREET	2016 CERT OF OBLIG	\$ 237,361	\$ 2,100,000	\$ 2,337,361	\$ 1,992,290	\$ (345,071)	\$ 1,992,290
WATER/SEWER	2017 CERT OF OBLIG	\$ 93,536	\$ 508,000	\$ 601,536	\$ 452,297	\$ (149,239)	\$ 452,297
TOTAL		\$ 381,866	\$ 3,098,519	\$ 3,480,385	\$ 2,931,425	\$ (548,960)	\$ 2,931,425
2 BOWIE	BID 12/2020						
STREET	2018 CERT OF OBLIG	\$ 30,000	\$ 480,000	\$ 510,000	\$ 444,163	\$ (65,837)	\$ 444,163
* TOTAL WHITLEY ROAD 3 & BOWIE		\$ 411,866	\$ 3,578,519	\$ 3,990,385	\$ 3,376,003	\$ (614,382)	\$ 3,376,003
3 WHITLEY ROAD 4 est. 1/2021							
DRAINAGE	USER FEES	\$ 75,000.00	\$ 540,000.00	\$ 615,000.00	\$ 285,000	\$ (330,000.00)	\$ 285,000.00
STREET	2016, 2018, 2020 CERT OF OBLIG	\$ 437,000.00	\$ 3,252,500.00	\$ 3,689,500.00	\$ 3,037,000	\$ (652,500.00)	\$ 3,037,000.00
WATER/SEWER	2017 CERT OF OBLIG	\$ 153,000.00	\$ 1,107,000.00	\$ 1,260,000.00	\$ 983,000	\$ (277,000.00)	\$ 706,000.00
TOTAL		\$ 665,000.00	\$ 4,899,500.00	\$ 5,564,500.00	\$ 4,305,000	\$ (1,259,500.00)	\$ 4,305,000.00
4 FIRE STATION REMODEL	BID 12/2020						
DESIGN/CONSTRUCTION	2020 TAX NOTES& 2020 CERT OF OBLIG and reallocation of 2020 Cert of Oblig Whitley 4	\$ 100,000.00	\$ 740,000.00	\$ 840,000.00	\$ 893,360	\$ 53,360.00	\$ 893,360
MISC SERVICES	2020 Cert of Oblig - savings from Whitley 4				\$ 12,100	\$ 12,100	\$ 12,100
ALTERNATE 1	2020 Cert of Oblig - savings from Whitley 4				\$ 28,000	\$ 28,000	\$ 28,000
ALTERNATE 2	2020 Cert of Oblig - savings from Whitley 4				\$ 16,500	\$ 16,500	\$ 16,500
ALTERNATE 3	2020 Cert of Oblig - savings from Whitley 4				\$ 28,400	\$ 28,400	\$ 28,400
ALTERNATE 4	2020 Cert of Oblig - savings from Whitley 4				\$ 15,300	\$ 15,300	\$ 15,300
TOTAL		\$ 100,000.00	\$ 740,000.00	\$ 840,000.00	\$ 993,660	\$ 153,660.00	\$ 993,660

* BID WHITLEY ROAD 3 AND BOWIE TOGETHER



AGENDA MEMORANDUM

DATE: December 21, 2020

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works
Shawn Fannan, Fire Chief

SUBJECT: Discussion and action on approval to authorize the City of Watauga to enter into a Construction Contract for the base and alternate bids with Precision Construction Group, LLC. in the amount of \$933,660 for the renovation of the existing Fire Station and four (4) alternate bids based on conditional funding pursuant to Bid # 21-002.

BACKGROUND/INFORMATION:

The purpose for this agenda item is for discussion and action on approval to authorize the City of Watauga to enter into a Construction Contract with Precision Construction Group, LLC. in the amount of \$933,660 for the renovation of the existing Fire Station, addition of new showers, and four (4) alternate bids based upon condition funding.

The Central Fire Station Restroom Renovation Project is listed in the Capital Improvement (CIP) Projects. The Approved 2020 Certificates of Obligation will provide funding for the Central Fire Station Restroom Renovation Project. The project was advertised in the local newspaper on November 25, 2020 and December 2, 2020. Seven (7) bids for the renovation of the Central Fire Station were received on December 18, 2020 from the following general contractors: Precision Construction, LLC., Northridge Construction, MSB Constructors Inc., Post Group, Mart, Inc. General Contractors and JB & Co.

For your reference, the bid tabulations for each contractor are attached to this memo. The bids range in price from \$933 thousand up to \$1.17 million for the base bid plus the four alternates.

This project renovates approximately 725 S.F. of the existing area expanding the existing Workout Area and converting existing restrooms/showers into two (2) accessible restrooms and two (2) individual shower/changing rooms and an expanded laundry area. The addition is approximately 1,500 S.F. added to the east side of the existing facility consisting of eight (8) individual shower/changing rooms, circulation and storage spaces.

Precision Construction Group, LLC., of North Richland Hills, Texas submitted the lowest responsive bid for construction renovation of the existing Fire Station and four (4)



AGENDA MEMORANDUM

alternates. References have been checked for Precision Construction, LLC. and they are qualified to perform the work on this project. The contractor bid 240 calendar days to complete the project which should be complete in late October 2021.

The funding for this project is short in the amount of \$153,660. The current funding is from 2020 Certificates of Obligation and 2020 Tax Notes as budgeted in the amount of \$780,000. If we reallocate some of the 2020 Certificates of Obligation funding for Whitley Road 4 in the amount of \$153,660, we can pursue the base bid and all four (4) alternate bids. The attached spreadsheet shows the funding changes and affects to Whitley Road 4. Sufficient funding for the Whitley Road 4 project exists after the reallocation of funds to the fire station remodel project per the updated engineer estimate.

The Base Bid for the Fire Station Remodel was \$845,460. The alternate bids are (1) Concrete pad for fire training area for \$28,000, (2) Parking spaces and electrical power at parking for \$16,500, (3) Shade structure over existing parking for \$28,400, and (4) Tile flooring in existing bunk area corridors for \$15,300.

FINANCIAL IMPLICATIONS:

Construction Cost \$933,660

Funding from 2020 Certificates of Obligation, 2020 Tax Notes as budgeted in the amount of \$780,000

Funding from 2020 Certificates of Obligation for Whitley Road 4 in the amount of \$153,660

RECOMMENDATION/ACTION DESIRED:

Authorize the City of Watauga to enter into a Construction Contract with Precision Construction Group, LLC. in the amount of \$933,660 for the renovation of the Central Fire Station and four (4) alternates based on conditional funding

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. BCI Letter - City of Watauga 2020_12_23
2. BCI Bid Tabulation FORM - CENTRAL FIRE STATION RENOVATION ADDITION - CORRECTED
3. Precision Bid Submission
4. FORM 1295 - PRECISION CONSTRUCTION GROUP
5. Funding Analysis - Whitley (3&4), Bowie Street & Fire Station Remodel

REVIEWED BY:

Paul Hackleman, Director of Public Works
Karrie Marling, Legal

Approved - 1/6/2021
Approved - 1/6/2021



AGENDA MEMORANDUM

George Hyde, Legal
Deby Woodard, Assistant Director of Finance
Sandra Gibson, Director of Finance
Shawn Fannan, Fire Chief
Andrea Gardner, City Manager
Approved as to form for inclusion on Agenda

Approved - 1/6/2021
Approved - 1/7/2021
Approved - 1/7/2021
Approved - 1/7/2021
Final Approval - 1/7/2021



December 23, 2020

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933
FX: 859.268.3341

308 East 8th St
CINCINNATI
OH 45202
513.651.4224
FX: 513.651.0147

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480
FX: 216.736.7155

17300 Preston Rd.
Suite 310
DALLAS
TX 75252
214.762.2535

Mr. Paul Hackleman, P.E.
Director of Public Works
City of Watauga, Texas
7800 Virgil R. Anthony Sr. Blvd.
Watauga, Texas 76148
Office phone: 817.514.5837

Re: City Bid # 21- 002

Central Fire Station Renovation/Addition Watauga, Texas - BCI Project # 20076

Dear Mr. Hackleman:

This letter is to acknowledge that Brandstetter Carroll Inc. (BCI) examined bids on behalf of the City of Watauga for the project identified above.

Bid packages were received at City Hall at 2:00pm, Tuesday, December 15. As requested by the City representatives, BCI reviewed all seven (7) bids received and provided detailed information on the three lowest bidders: Precison Construction Group LLC, Mart, Inc., and JB & Co. LLC. Upon completion of contacting references provided by each of the prospective bidders, BCI prepared detailed notes summarizing reference findings for each General Contractor. This information was prepared in a memorandum and transmitted to the City representatives on Friday, December 18 for the City's consideration in determining the most suitable General Contractor to meet the City's needs for the Central Fire Station Renovation/Addition project.

BCI will rely on the City representatives to review transmitted information provided with the City's Attorney regarding the lowest bidders.

If you have any questions or need additional information, please do not hesitate to contact our office.

Sincerely,

Elizabeth S. Holser, AIA
Principal
BRANDSTETTER CARROLL INC.
Architects Engineers Planners

Copies: File

ADDENDUM NO. 1

12/10/2020

RE: Central Fire Station Renovation/Addition
Watauga, TX
BCI Project No. 20076
City Bid # 21-002

FROM: Brandstetter Carroll Inc.
17300 Preston Road Suite 310
Dallas, TX 75252
Phone 469.941.4926

TO: Bidders

This addendum forms a part of the Construction Documents and modifies the original bidding documents dated **November 23, 2020**. Each bidder shall acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of two (2) pages, plus attachments.

GENERAL:

- 1) The City of Watauga does not have mandatory HUB requirements.
- 2) The City of Watauga is waiving City Permit Fees for City's 'in-house' projects.
- 3) The City of Watauga has plans available of the existing building available.
- 4) The ARCHITECT confirms the Bunk Rooms shown on the Construction Documents plans are NOT part of the scope of work. These are existing to remain. Drawing Sheet A-101 indicates areas not in scope with cross-hatching.
- 5) Project Schedule: Project will go to City Council in January 2021.
- 6) Project Schedule: Notice to Proceed Construction is February 2021.
- 7) Project Schedule: Project Delivery to be August/September 2021.

CHANGES TO SPECIFICATIONS:

- 1) **Clarification: Specification Section 00 41 13 – BID FORM, Item C:** The City of Watauga is requesting that the fees and service for performing an Asbestos Survey as required by the State of Texas be included in the bid. General Contractor (Bidder) is to contact one (1) of the companies providing such service as listed in the Division 02 Specifications **ASBESTOS SURVEY SOLICITATION** section to obtain the cost for providing this service.
- 2) **Specification Section 00 41 13 – BID FORM, Item D:** Clarification - General Contractor (Bidder) is to contact Mark Gray, P.E. at **Rone Engineering** per the information provided within the **Geotechnical Reliance Letter** included in Division 02 of the Project Specifications to obtain the fee for **Special Inspections/Materials Testing to be included in bid. This amount is to come out of the Owner's budget and is not to be an added amount.**
- 3) **Specification Section 00 41 13 – BID FORM:** Revise Line Item 'E' to read Contingency Allowance of 10%. See attached REVISED BID FORM.
- 4) **Specification Section 00 41 13 – BID FORM:** Security Bid Bond Rate is to be 5% as

identified on Page 6 of 00 21 13 'Instructions to Bidders'. **Revise** Bid Bond Rate to 5%. See attached REVISED BID FORM.

- 5) **Clarification - Specification Section 00 04 22 – LIST OF UNIT PRICES:** General Contractor is to provide best estimate.
- 6) **Specification Section 00 41 13 – BID FORM:** **Revise** Section 1.6 Contractor's License. See attached REVISED BID FORM.

END OF ADDENDUM NO. 1

DOCUMENT 004113 - BID FORM - STIPULATED SUM

I.1 BID INFORMATION

- A. Bidder: PRECISION CONSTRUCTION GROUP, LLC
- B. Project Name: CENTRAL FIRE STATION RENOVATION/ADDITION
- C. Project Location: 5909 Hightower Drive Watauga, TX
- D. Owner: CITY OF WATAUGA, TX
- E. Architect: BRANDSTETTER CARROLL INC.
- F. Architect Project Number: 20076

I.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by the Architect and the Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. SEVEN HUNDRED FIFTY SEVEN THOUSAND SIX HUNDRED DOLLARS Dollars (\$ 757,600.-)

B. Alternates:

1. Alternate No. 1: TWENTY EIGHT THOUSAND + \$ 28,000.-
2. Alternate No. 2: SIXTEEN THOUSAND FIVE HUNDRED + \$ 16,500.-
3. Alternate No. 3: TWENTY EIGHT THOUSAND FOUR HUNDRED + \$ 28,400.-
4. Alternate No. 4: FIFTEEN THOUSAND THREE HUNDRED + \$ 15,300.-

C. Asbestos Survey:

Written Amount	Numeral \$
<u>ONE THOUSAND DOLLARS</u>	<u>1,000.-</u>

D. Special Inspections/Materials Testing:

Written Amount	Numeral \$
<u>ELEVEN THOUSAND ONE HUNDRED DOLLARS</u>	<u>11,100.-</u>

E. Contingency Allowance at 10%:

- Written Amount Numeral \$
- SEVENTY FIVE THOUSAND SEVEN HUNDRED SIXTY DOLLARS. 75,760.
- E. Total Bid: Numeral \$ 833,360.
- Written Amount Numeral \$
- EIGHT HUNDRED THIRTY THREE THOUSAND THREE HUNDRED SIXTY DOLLARS. 833,360.
- F. Substantial Completion Date: 240 DAYS
- Written Amount Numeral \$
- TWO HUNDRED FORTY DAYS From NTP

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If the Owner accepts this bid within the time period stated above, we will:

- Execute the Agreement within seven days of receipt of Notice of Award.
- Furnish the required bonds within seven days of receipt of Notice of Award in the form described in Supplementary Conditions.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 90 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. THIRTY SEVEN THOUSAND FIVE HUNDRED Dollars (\$ 37,500).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated Nov. 23, 2020
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.5 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Unit Prices.
2. Bid Form Supplement - Allowances.
3. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.6 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in **Watauga, Tarrant County, and Texas**, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 SUBMISSION OF BID

- A. Respectfully submitted this 15TH day of DECEMBER 2020.
- B. Submitted By PRECISION CONST. (Name of bidding firm or corporation).
- C. Authorized Signature: Daniel Enlow (Handwritten signature).
- D. Signed By: DANIEL ENLOW (Type or print name).
- E. Title: PRESIDENT (~~Owner/Partner~~/President/Vice President).
- F. Witness By: _____ (Handwritten signature).
- G. Attest: _____ (Handwritten signature).
- H. By: _____ (Type or print name).
- I. Title: _____ (Corporate Secretary or Assistant Secretary).
- J. Street Address: 8621 GLENMONT DR.
- K. City, State, Zip N. RICHLAND HILLS, TX 76182
- L. Phone: 817-368-7265

PROJECT NO. 20076

CITY OF WATAUGA
CENTRAL FIRE STATION
RENOVATION AND ADDITION

M. License No.: _____.

N. Federal ID No.: 46-5015858 (Affix Corporate Seal Here).

END OF DOCUMENT 004113



DOCUMENT 004322 - LIST OF UNIT PRICES**(TO BE SUBMITTED WITH BID)**

The following is the list of Unit Prices referenced in the bid submitted by:

(Project) CENTRAL FIRE STATION RENOVATION/ADDITION

(Owner) CITY OF WATAUGA, TX

(Bidder) PRECISION CONSTRUCTION GROUP, LLCDated 12-15-2020 and which is an integral part of the Bid Form.

The following are Unit Prices for specific portions of the Work as listed and are applicable to authorized variations from the Contract Documents.

ITEM DESCRIPTION	UNIT QUANTITY	UNIT PRICE
5" Concrete slab on grade with reinf.	s.f.	15.25
Earthwork – excavated & removed from site	c.y.	55.00
Earthwork – imported to site & compacted in place	c.y.	75.00
Earthwork – excavated & placed on site	c.y.	35.00
Mass Rock excavation	c.y.	350.00
Trench Rock excavation	c.y.	500.00
Heavy Duty Concrete Paving with DGA	s.y.	40.00
Concrete Sidewalk	s.f.	10.00
Brick Veneer	s.f.	25.00
Double Wythe Reinf Brick Wall	s.f.	30.00
VCT Flooring	s.f.	7.50
Rubber Base	l.f.	3.25
Rubber Flooring	s.f.	10.50
Floor Tile	s.f.	22.00
Wall Tile	s.f.	17.00
Hollow Metal Door & Frame	Each	550.00
Aluminum Storefront Window	Each	1,250.00
Paint (Primer & Finish Coats)	s.f.	2.25
3" EMT Conduit, Installed	l.f.	10.10
¾" PVC Conduit, Buried	l.f.	8.20
1½" PVC Conduit, Buried	l.f.	10.20

2" PVC Conduit, Buried	l.f.	12.20
4" PVC Conduit, Buried	l.f.	16.00
(3) #12 Type THWN Conductor	l.f.	1.25
(3) #10 Type THWN Conductor	l.f.	2.00
20A One Pole Breaker	Each	85.00
20A Two Pole Breaker	Each	110.00
Emergency Light Fixture	Each	500.00
Voice Outlet Back Box with Conduit and pull string to above Ceiling	Each	55.00
Data Outlet Back Box with Conduit and pull string to above Ceiling	Each	55.00
Wireless Access Back Box with Conduit and Pull String to IT Rack	Each	85.00
Condensate Line and Insulation	l.f.	2.25
Hose Bibb, Installed	Each	275.00
Non-Freeze Wall Hydrant, Installed	Each	300.00
1/2" Domestic Water Piping (Copper, including wrought copper or cast brass fittings)	l.f.	22.00
3/4" Domestic Water Piping (Copper, including wrought copper or cast brass fittings)	l.f.	25.00
1" Domestic Water Piping (Copper, including wrought copper or cast brass fittings)	l.f.	30.00
1 1/2" Domestic Water Piping (Copper, including wrought copper or cast brass fittings)	l.f.	35.00
2" Domestic Water Piping (Copper, including wrought copper or cast brass fittings)	l.f.	42.50
1 1/2" Sanitary Sewer Piping (PVC)	l.f.	15.00
3" Sanitary Sewer Piping (PVC)	l.f.	18.00
4" Sanitary Sewer Piping (PVC)	l.f.	20.00
6" Sanitary Sewer Piping (PVC)	l.f.	25.00
18" RCP Storm Sewer	l.f.	225.00

END OF LIST OF UNIT PRICES



TOKIO MARINE
HCC

Bond Number: n/a

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Precision Construction Group, LLC
(hereinafter called Principal), as Principal, and American Contractors Indemnity Company
, a corporation organized and existing under the laws of California,
(hereinafter called Surety) as Surety, are held and firmly bound unto City of Watauga

(hereinafter called Obligor) as Obligor, in the penal sum of FIVE
percent (5 %) of amount bid not to exceed
THIRTY SEVEN THOUSAND FIVE HUNDRED AND NO CENTS
Dollars (\$ 37,500.00) for the
payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to
submit a proposal to the Obligor on a contract for CENTRAL FIRE STATION RENOVATION/ADDITION
PROJECT ID: 2020-8132

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as
may be specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do
so, then the undersigned shall pay the obligor the damages which the obligor may suffer by reason of such failure
up to and not exceeding the penal sum of the bond.

Signed and sealed this 9th day of December, 2020.

Principal:

Precision Construction Group, LLC

By: Daniel Enlow

Surety:

American Contractors Indemnity Company

By: Alicia M. Marasco

Alicia M. Marasco

Attorney-In-Fact



TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Alicia M. Marasco, Mary Thompson or Kathleen Paula Murray of Las Vegas, Nevada

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***Three Million*** Dollars (***\$3,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

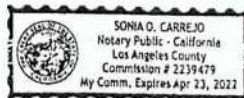
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 9th day of December, 2020.

Corporate Seals

Bond No. N/A

Agency No. 13534



[Signature]
Kio Lo, Assistant Secretary

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Precision Construction Group, LLC
North Richland Hill, TX United States

Certificate Number:
2021-702645

Date Filed:
01/04/2021

Date Acknowledged:

1-5-2021

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

City of Watauga

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

TBD
Construction

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



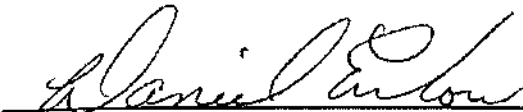
6 UNSWORN DECLARATION

My name is DANIEL ENLOW, and my date of birth is 05/26/1952.

My address is 8621 GLENMONT DR., N. RICHLAND HILLS TX, 76182, TARRANT
(street) (city) (state) (zip code) (country)

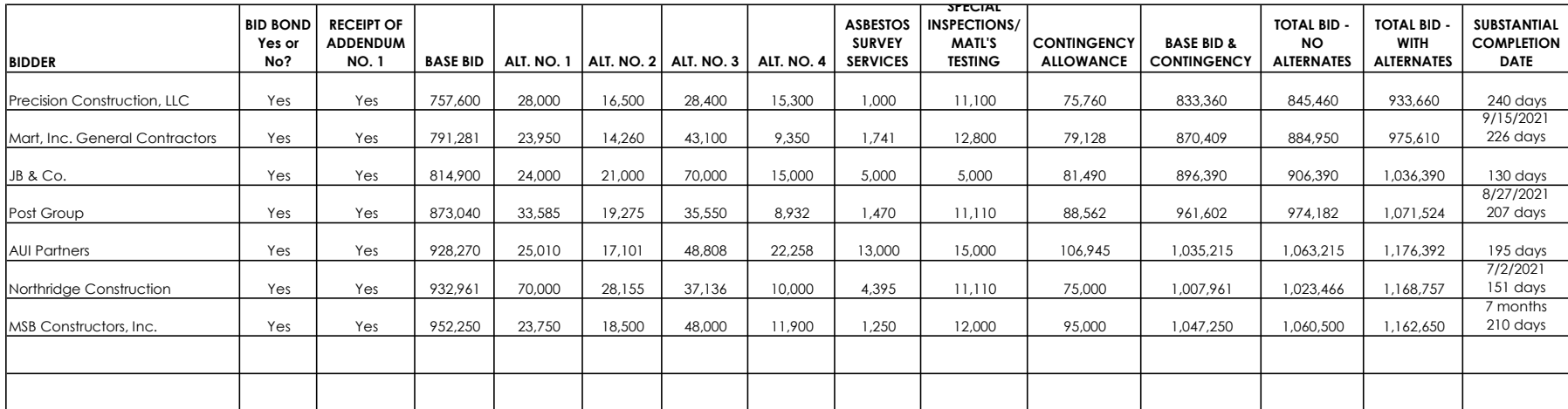
I declare under penalty of perjury that the foregoing is true and correct.

Executed in TARRANT County, State of TEXAS, on the 4 day of JAN, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

ARCHITECT'S PROJECT No. 20076



**FUNDING ANALYSIS
WHITLEY ROAD 3, 4 AND FIRE STATION**

PROJECT	FUNDING SOURCE	ORIGINAL ESTIMATE/BUDGET	ORIGINAL ESTIMATE/BUDGET	GRAND TOTAL	SUMMARY		
					REVISED ESTIMATE/BID	CHANGE TO ORIG BUDGET	REVISED BUDGET
					+/-		
		DESIGN/ENG	CONSTRUCTION	DESIGN/ENG/CONSTRUCTION			
1 WHITLEY ROAD 3	BID 12/2020						
DRAINAGE	USER FEES	\$ 50,969	\$ 490,519	\$ 541,488	\$ 486,838	\$ (54,650)	\$ 486,838
STREET	2016 CERT OF OBLIG	\$ 237,361	\$ 2,100,000	\$ 2,337,361	\$ 1,992,290	\$ (345,071)	\$ 1,992,290
WATER/SEWER	2017 CERT OF OBLIG	\$ 93,536	\$ 508,000	\$ 601,536	\$ 452,297	\$ (149,239)	\$ 452,297
TOTAL		\$ 381,866	\$ 3,098,519	\$ 3,480,385	\$ 2,931,425	\$ (548,960)	\$ 2,931,425
2 BOWIE	BID 12/2020						
STREET	2018 CERT OF OBLIG	\$ 30,000	\$ 480,000	\$ 510,000	\$ 444,163	\$ (65,837)	\$ 444,163
* TOTAL WHITLEY ROAD 3 & BOWIE		\$ 411,866	\$ 3,578,519	\$ 3,990,385	\$ 3,376,003	\$ (614,382)	\$ 3,376,003
3 WHITLEY ROAD 4 est. 1/2021							
DRAINAGE	USER FEES	\$ 75,000.00	\$ 540,000.00	\$ 615,000.00	\$ 285,000	\$ (330,000.00)	\$ 285,000.00
STREET	2016, 2018, 2020 CERT OF OBLIG	\$ 437,000.00	\$ 3,252,500.00	\$ 3,689,500.00	\$ 3,037,000	\$ (652,500.00)	\$ 3,037,000.00
WATER/SEWER	2017 CERT OF OBLIG	\$ 153,000.00	\$ 1,107,000.00	\$ 1,260,000.00	\$ 983,000	\$ (277,000.00)	\$ 706,000.00
TOTAL		\$ 665,000.00	\$ 4,899,500.00	\$ 5,564,500.00	\$ 4,305,000	\$ (1,259,500.00)	\$ 4,305,000.00
4 FIRE STATION REMODEL	BID 12/2020						
DESIGN/CONSTRUCTION	2020 TAX NOTES& 2020 CERT OF OBLIG and reallocation of 2020 Cert of Oblig Whitley 4	\$ 100,000.00	\$ 740,000.00	\$ 840,000.00	\$ 893,360	\$ 53,360.00	\$ 893,360
MISC SERVICES	2020 Cert of Oblig - savings from Whitley 4				\$ 12,100	\$ 12,100	\$ 12,100
ALTERNATE 1	2020 Cert of Oblig - savings from Whitley 4				\$ 28,000	\$ 28,000	\$ 28,000
ALTERNATE 2	2020 Cert of Oblig - savings from Whitley 4				\$ 16,500	\$ 16,500	\$ 16,500
ALTERNATE 3	2020 Cert of Oblig - savings from Whitley 4				\$ 28,400	\$ 28,400	\$ 28,400
ALTERNATE 4	2020 Cert of Oblig - savings from Whitley 4				\$ 15,300	\$ 15,300	\$ 15,300
TOTAL		\$ 100,000.00	\$ 740,000.00	\$ 840,000.00	\$ 993,660	\$ 153,660.00	\$ 993,660

* BID WHITLEY ROAD 3 AND BOWIE TOGETHER



AGENDA MEMORANDUM

DATE: December 29, 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 2021-001 approving the Mayoral liaison appointments to City Boards, Commissions and Committees.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Resolution Mayoral Liaison Appointments
2. Board Liaisons 01-21

REVIEWED BY:

Karrie Marling, Legal

George Hyde, Legal

Andrea Gardner, City Manager

Approved as to form for inclusion on Agenda

Approved - 1/4/2021

Approved - 1/6/2021

Final Approval - 1/6/2021

CITY OF WATAUGA, TEXAS
RESOLUTION NO. 2021-001

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 be and is hereby cumulative of all other resolutions of the City of Watauga, Texas, and this resolution shall not operate to repeal or affect any of such other

resolutions, except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this resolution, in which event such conflicting provisions, if any, in such other resolution or resolutions are hereby repealed.

IV.

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

V.

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

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this the 11th day of January 2021.

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

City of Watauga

Mayoral Appointments for Council Liaisons to Boards, Committees & Commissions

Monday, January 11, 2021

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



AGENDA MEMORANDUM

DATE: January 4, 2021

TO: Honorable City Council Members

FROM: Shawn Fannan, Fire Chief

SUBJECT: Discuss and consider adoption of an Ordinance by the City Council of the City of Watauga, Texas amending chapter 2, article iii "boards and commissions" of the Code of Ordinances of the City of Watauga, Texas; adopting a new division 7, sections 2-131 through 2-140, creating the Parks Advisory Board; establishing powers and duties; providing for its composition; appointment and removal of members; providing for new members; providing for conflicts of interest; providing for liaisons, providing for officers; providing for compensation of its members, fundraising activities and expenditures; providing for meetings; providing for assistance by staff; providing for severability; and providing an effective date

BACKGROUND/INFORMATION:

On March 7, 2019, City staff presented an agenda item to the Council for direction regarding the creation of a Parks Advisory Board. During the discussion of the item, the Council consensus was to create the Board.

On July 8, 2019, City staff presented an agenda item to the Council for direction regarding the specific language desired in the creation ordinance and bylaws. The Council approved action for the City Attorney to move forward with creating a resolution that includes appropriate content. The City Attorney resigned in May 2019 and never created the ordinance or resolution to create the Parks Advisory Board; however, the attached resolution and bylaws were presented for Council consideration and approved as part of the consent agenda on November 12, 2019.

Council Member Taylor requested an item to discuss the Parks Advisory Board was requested during the December 14, 2020 Regular Meeting of the Council and the Mayor agreed to the item being placed on the January 2021 agenda.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:



AGENDA MEMORANDUM

City staff respectfully recommends the City Council approve Ordinance No. 2021-003 creating a Parks Advisory Board.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Resolution NO. 2019-026
2. Parks Advisory Board Creation Ordinance
3. Parks Advisory Board Creation Ordinance ATF

REVIEWED BY:

Karrie Marling, Legal	Approved - 1/6/2021
George Hyde, Legal	Approved - 1/6/2021
Shawn Fannan, Fire Chief	Approved - 1/7/2021
Andrea Gardner, City Manager	Approved - 1/7/2021
Karrie Marling, Legal	Approved - 1/8/2021
George Hyde, Legal	Approved - 1/8/2021
Andrea Gardner, City Manager	Final Approval - 1/8/2021
<i>Approved as to form for inclusion on Agenda</i>	

CITY OF WATAUGA, TEXAS
RESOLUTION NO. 2019-026

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS APPROVING THE BYLAWS OF THE WATAUGA PARKS ADVISORY BOARD; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Watauga recognizes the substantial benefits from public input regarding the planning, development, and construction of city parks and coordinating activities and programs held at city park facilities; and

WHEREAS, the City Council, finds that a Parks Advisory Board will provide benefit to the City through recommendations to the City Council regarding the development of future park facilities or enhancements to existing park facilities and assisting staff in coordinating community activities and programs for the public benefit;

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 bylaws of the Watauga Parks Advisory Board set forth in "EXHIBIT A," attached hereto and incorporated herein by reference, are hereby approved and adopted by the City Council of the City of Watauga, Texas.

III.

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

IV.

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

V.

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

PASSED AND ADOPTED by the City of Watauga City Council on this 12th day of November 2019.

APPROVED


Arthur L. Miner, Mayor

ATTEST:


Andrea Gardner, City Secretary

APPROVED AS TO FORM AND LEGALITY:


George E. Hyde, Interim City Attorney

CITY OF WATAUGA, TEXAS
ORDINANCE NO. 2021-003

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AMENDING CHAPTER 2, ARTICLE III “BOARDS AND COMMISSIONS” OF THE CODE OF ORDINANCES OF THE CITY OF WATAUGA, TEXAS; ADOPTING A NEW DIVISION 7, SECTIONS 2-131 THROUGH 2-140, CREATING THE PARKS ADVISORY BOARD; ESTABLISHING POWERS AND DUTIES; PROVIDING FOR ITS COMPOSITION; APPOINTMENT AND REMOVAL OF MEMBERS; PROVIDING FOR NEW MEMBERS; PROVIDING FOR CONFLICT OF INTEREST; PROVIDING FOR LIAISONS; PROVIDING FOR OFFICERS; PROVIDING FOR COMPENSATION OF ITS MEMBERS, FUNDRAISING ACTIVITIES AND EXPENDITURES; PROVIDING FOR MEETINGS; PROVIDING FOR ASSISTANCE BY STAFF; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council of the City of Watauga recognizes the substantial benefits from public input regarding the planning, development and construction of city parks and coordinating activities and programs held at city park facilities; and

WHEREAS, the City Council, finds that a Parks Advisory Board will serve a public purpose and provide benefit to the City through recommendations to the City Council regarding the development of future park facilities, enhancements to existing park facilities, and assisting staff in coordinating community activities and programs for the public benefit; and

WHEREAS, the City Council finds City’s Home Rule Charter, Section 7.07 provides the City Counsel with a ministerial duty to create those boards and commissions which are deemed necessary to carry out the function and obligations of the City; and

WHEREAS, the City Council finds creating the Parks Advisory Board is necessary to carry out the function and obligations of the city, requiring its creation, in accordance with the City Charter.

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

I.

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

II.

The City of Watauga Code of Ordinances Chapter 2, Article III, is hereby amended, adopting a new Division 7, Sections 2-131 through 2-140, which provide as follows:

DIVISION 7. –PARKS ADVISORY BOARD

Sec. 2-131. - Created.

- (a) There is hereby created for the city a board which shall be known as the "Parks Advisory Board" (hereinafter "the board").

Sec. 2-132. - Powers and duties.

- (a) The purpose of the Parks Advisory Board is to advise the City Council and the city manager regarding:
 - (1) the present and future development of city parks, playgrounds, and recreational facilities; and
 - (2) the general welfare of the city's parks, playgrounds, and recreational facilities and their use by the public; and
 - (3) ways and means by which the city's parks, playgrounds, and recreational facilities may be strengthened and supported; and
 - (4) providing support for new parks, programs, and activities.
- (b) The board shall promote close cooperation between the City of Watauga and all citizens, institutions, and agencies interested in or conducting recreational activities, so that all recreational resources within the City may be coordinated to secure the greatest possible benefit to the public.
- (c) The board shall perform other duties as directed by the City Council or as prescribed by the Code of Ordinances.
- (d) The board shall have no authority in the hiring or assignment of employees or volunteers in the city parks, playgrounds, and recreational facilities for the city. The board shall not have any authority in the activities or the establishment of salary ranges for such employees. Further, the board and its members shall direct all communications concerning city officers and employees through the office of the city manager and neither the board nor its members shall instruct or direct any such officer or employee, either publicly or privately.

Sec. 2-133. - Composition; appointment and removal of members.

- (a) The board shall consist of five regular members. Places on the board shall be numbered one through five with all members appointed for two-year terms to expire August 31 except as provided by subsection (1) below:
 - (1) The first appointments to places one, three, and five on the Board shall be appointed for an initial term that expires August 31, 2021, regardless of when such members are first appointed. Thereafter, all terms shall be two years.
 - (2) Appointees' terms shall be staggered so that continuity among the board will be maintained. Odd-numbered places on the Board (places 1, 3, and 5) shall have their terms expire on each odd-numbered year and even-numbered places on the Board (places 2 and 4) shall have their terms expire on even-numbered years.
- (b) A board member who is absent without a valid excuse under this section for three consecutive regular meetings or one-third of all regular meetings in a "rolling" twelve-month period automatically vacates the member's position. This does not apply to an absence due to illness or injury of the board member, an illness or injury of a board member's immediate family member, or the birth or adoption of the board member's child for ninety (90) days after the event. The board member must notify a board liaison of the reason for the absence not later than the date of the next regular meeting of the board. Failure to notify the liaison before the next regular meeting of the board will result in an unexcused absence.
- (c) Members of the Board serve at the pleasure of City Council and may be removed at the discretion of the council.
- (d) In the event that a position with an unexpired term becomes vacant, the Mayor shall, subject to the approval and consent of City Council as provided by Section 3.06(d) of the City Charter, recommend the appointment of a member to the vacant position on the Board to serve the unexpired portion of the position's term. City Council approval must be in accordance with the voting procedure set forth in section 3.09(c) of the City Charter.
- (e) No city staff member or employee shall be a member of the board.
- (f) All members of the Board must be in good standing with the City.

Sec. 2-134. - New members.

Upon completion of the appointment process, new members should become familiar with all aspects, duties and responsibilities of the board. The board secretary is encouraged to furnish the telephone numbers of other board members and staff, the governing regulations, and any other pertinent information to the new member within seven days of the new member's appointment.

Sec. 2-135. – Conflict of Interest.

Any board member who shall have a conflict of interest, while conducting city business, shall immediately disclose such interest to other members of the board of which he is a member. The disclosure, and subsequent actions, must be in accordance with the procedures set forth in section 14.14 of the City Charter.

Sec. 2-136.- Liaisons.

In addition to regular board members, the board shall have two members of the city council appointed by the mayor subject to the approval and consent of city council to serve as liaisons to the board. The purpose of the liaisons is to provide guidance to the board in matters pertaining to city administration and home rule charter affairs, and to provide interface with city staff, the city attorney, and the full city council in any matters that may arise. City council liaisons shall not have the right to vote in any matter before the board, but shall have the right to fully participate in all discussions of matters that come before the board.

Sec. 2-137.- Officers.

- (a) *Composition.* The officers of the board shall be a chairperson or chair, a vice-chairperson, and a secretary.
- (b) *Membership; term.* At its first meeting in September of each year, the membership of the board shall determine by majority vote the chairperson, vice-chairperson and secretary. The term of those positions shall be, in accordance with the board's bylaws.
- (c) *Vacancies.* Vacancies that occur in office are to be filled as follows:
 - (1) In the event of a vacancy or incapacity of the chairperson, the vice-chairperson (shall be the chairperson for the unexpired portion of the term).
 - (2) Vacancies that occur in the other offices shall be filled by special election for the unexpired term.
 - (3) Vacancies occurring in any office shall be filled at the next meeting of the board.
- (d) *Duties.* Duties of the officers shall be as follows:
 - (1) *Chairperson.*
 - a. Preside at all meetings.
 - b. Represent the board at public functions.
 - c. Appoint special committees.
 - d. Provide an agenda for each meeting, including an item requested by any other board member, or by the director of the department with whom this board directly interfaces. The agenda shall be provided to the city secretary no less than five working days prior to any meeting to provide proper posting notice in accordance with state open meetings laws.
 - e. Schedule meetings of the board, if other than the pre-established time, day, or week of the month.

- f. Shall be permitted to vote on issues coming before the board.
- (2) *Vice-chairperson*. Assist the chairperson in directing the affairs of the board and act in the chair's absence.
- (3) *Secretary*. Is responsible for the preparation and accuracy of the minutes of the board's meetings.
 - a. The minutes of each board meeting must include the vote of each member on each item before the board and must indicate whether a member is absent or failed to vote on an item. A draft copy of those minutes will be provided to the city secretary within three working days following any meeting.
 - b. Shall sign the approved minutes.

Sec. 2-138. - Compensation of members; fundraising activities; expenditures.

- (a) All members of the board shall serve without compensation.
- (b) The board shall obtain authorization from the city council through the city manager prior to seeking any donations, engaging in any solicitations, or other fundraising activity. All other revenues derived from fundraising activities shall be deposited into the city general fund and utilized to support related activities as determined by the city council during the budgeting process or review for all city departments. No debts of any kind or character shall be made or incurred by the board or anyone acting on its behalf without the express authority of the city council.

Sec. 2-139. - Meetings.

- (a) All board meetings shall be conducted in accordance with Texas Government Code Chapter 551, the Texas Open Meetings Act. The board may not conduct a closed meeting without prior approval from the City Attorney's office.
- (b) Board meetings shall be governed generally by the specific edition of Robert's Rules of Order, or its amendments, adopted by the city. Failure to follow Robert's Rules of Order shall not invalidate any action taken at the meeting.
- (c) Agendas. Two or more board members may place an item on the agenda by oral or written request to the chairperson. After consulting with and receiving input from board members the chair shall approve each final meeting agenda. The chair shall submit the meeting agenda for each meeting to be posted not less than fourteen days before the meeting. Posting of the agenda shall comply with the Texas Open Meetings Act.
- (d) A quorum shall consist of a majority of the members of the board and is required to conduct official business; no action taken by the board in the absence of a quorum shall be effective.
- (e) The board shall meet at least once every other month. The board shall determine and adopt a schedule of the planned meetings for the upcoming year, in accordance with its bylaws.

- (f) Future meetings may be rescheduled if a majority of board members so vote at any meeting at which a quorum is present.
- (g) Special meetings may be called by the Chairperson, or as requested by the Mayor. The Chairperson shall also call a special meeting if requested by any three members of the Board. Notice of special meetings shall be given to the city secretary to be posted at least fourteen days prior to such a special meeting and shall state the purpose, time, day, month, date, year, and location of the meeting.
- (h) For a board action to be effective, it must be adopted by an affirmative vote of the number of members necessary to provide a quorum.
- (i) The board shall allow citizens to address the board on agenda items and during a period of time set aside for citizen communications. The chair may limit a speaker to three minutes. A member of the public may not address the board at a meeting on an item posted as a briefing.
- (j) The secretary of the board shall ensure that minutes of each board meeting are prepared.
 - (1) The minutes of each board meeting must include the vote of each member on each item before the board and must indicate whether a member is absent or failed to vote on an item.
 - (2) Except as prohibited by conflict-of-interest laws or the City Charter, all members of a board or commission authorized to vote shall vote “aye” or “nay” on every action requiring a vote.
 - (3) The nature of a conflict of interest shall be concisely stated in the minutes.
- (k) The city secretary shall retain agendas, approved minutes, internal review reports and bylaws. The Parks and Community Services Department, as defined by the City Charter, shall retain all other Board documents.

Sec. 2-140. - Assistance by city staff.

- (a) City departments are to furnish the board with reports and services at the direction of the city manager or city council.
- (b) The board may receive reports, advice and available services from the various city departments as required and directed by the city manager or his designated representative. The parks director and his staff will be available for advice and consultation and shall cooperate with and render such services for the board as shall be reasonably necessary for the operations of the board.

III.

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

IV.

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

V.

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

VI.

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

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this, the 11th day of January.

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

CITY OF WATAUGA, TEXAS
ORDINANCE NO. 2021-003

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AMENDING CHAPTER 2, ARTICLE III “BOARDS AND COMMISSIONS” OF THE CODE OF ORDINANCES OF THE CITY OF WATAUGA, TEXAS; ADOPTING A NEW DIVISION 7, SECTIONS 2-131 THROUGH 2-140, CREATING THE PARKS ADVISORY BOARD; ESTABLISHING POWERS AND DUTIES; PROVIDING FOR ITS COMPOSITION; APPOINTMENT AND REMOVAL OF MEMBERS; PROVIDING FOR NEW MEMBERS; PROVIDING FOR CONFLICTS OF INTEREST; PROVIDING FOR LIAISONS; PROVIDING FOR OFFICERS; PROVIDING FOR COMPENSATION OF ITS MEMBERS, FUNDRAISING ACTIVITIES AND EXPENDITURES; PROVIDING FOR MEETINGS; PROVIDING FOR ASSISTANCE BY STAFF; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council of the City of Watauga recognizes the substantial benefits from public input regarding the planning, development and construction of city parks and coordinating activities and programs held at city park facilities; and

WHEREAS, the City Council, finds that a Parks Advisory Board will serve a public purpose and provide benefit to the City through recommendations to the City Council regarding the development of future park facilities, enhancements to existing park facilities, and assisting staff in coordinating community activities and programs for the public benefit; and

WHEREAS, the City Council finds City’s Home Rule Charter, Section 7.07 provides the City Counsel with a ministerial duty to create those boards and commissions which are deemed necessary to carry out the function and obligations of the City; and

WHEREAS, the City Council finds creating the Parks Advisory Board is necessary to carry out the function and obligations of the city, requiring its creation, in accordance with the City Charter.

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

I.

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

II.

The City of Watauga Code of Ordinances Chapter 2, Article III, is hereby amended, adopting a new Division 7, Sections 2-131 through 2-140, which provide as follows:

DIVISION 7. –PARKS ADVISORY BOARD

Sec. 2-131. - Created.

- (a) There is hereby created for the city a board which shall be known as the "Parks Advisory Board" (hereinafter "the board").

Sec. 2-132. - Powers and duties.

- (a) The purpose of the Parks Advisory Board is to advise the City Council and the city manager regarding:
 - (1) the present and future development of city parks, playgrounds, and recreational facilities; and
 - (2) the general welfare of the city's parks, playgrounds, and recreational facilities and their use by the public; and
 - (3) ways and means by which the city's parks, playgrounds, and recreational facilities may be strengthened and supported; and
 - (4) providing support for new parks, programs, and activities.
- (b) The board shall promote close cooperation between the City of Watauga and all citizens, institutions, and agencies interested in or conducting recreational activities, so that all recreational resources within the City may be coordinated to secure the greatest possible benefit to the public.
- (c) The board shall perform other duties as directed by the City Council or as prescribed by the Code of Ordinances.
- (d) The board shall have no authority in the hiring or assignment of employees or volunteers in the city parks, playgrounds, and recreational facilities for the city. The board shall not have any authority in the activities or the establishment of salary ranges for such employees. Further, the board and its members shall direct all communications concerning city officers and employees through the office of the city manager and neither the board nor its members shall instruct or direct any such officer or employee, either publicly or privately.

Sec. 2-133. - Composition; appointment and removal of members.

- (a) The board shall consist of five regular members. Places on the board shall be numbered one through five with all members appointed for two-year terms to expire August 31 except as provided by subsection (1) below:
 - (1) The first appointments to places one, three, and five on the Board shall be appointed for an initial term that expires August 31, 2021, regardless of when such members are first appointed. Thereafter, all terms shall be two years.
 - (2) Appointees' terms shall be staggered so that continuity among the board will be maintained. Odd-numbered places on the Board (places 1, 3, and 5) shall have their terms expire on each odd-numbered year and even-numbered places on the Board (places 2 and 4) shall have their terms expire on even-numbered years.
- (b) A board member who is absent without a valid excuse under this section for three consecutive regular meetings or one-third of all regular meetings in a "rolling" twelve-month period automatically vacates the member's position. This does not apply to an absence due to illness or injury of the board member, an illness or injury of a board member's immediate family member, or the birth or adoption of the board member's child for ninety (90) days after the event. The board member must notify a board liaison of the reason for the absence not later than the date of the next regular meeting of the board. Failure to notify the liaison before the next regular meeting of the board will result in an unexcused absence.
- (c) Members of the Board serve at the pleasure of City Council and may be removed at the discretion of the council.
- (d) In the event that a position with an unexpired term becomes vacant, the Mayor shall, subject to the approval and consent of City Council as provided by Section 3.06(d) of the City Charter, recommend the appointment of a member to the vacant position on the Board to serve the unexpired portion of the position's term. City Council approval must be in accordance with the voting procedure set forth in section 3.09(c) of the City Charter.
- (e) No city staff member or employee shall be a member of the board.
- (f) All members of the Board must be in good standing with the City.

Sec. 2-134. - New members.

Upon completion of the appointment process, new members should become familiar with all aspects, duties and responsibilities of the board. The board secretary is encouraged to furnish the telephone numbers of other board members and staff, the governing regulations, and any other pertinent information to the new member within seven days of the new member's appointment.

Sec. 2-135. – Conflict of Interest.

Any board member who shall have a conflict of interest, while conducting city business, shall immediately disclose such interest to other members of the board of which he is a member. The disclosure, and subsequent actions, must be in accordance with the procedures set forth in section 14.14 of the City Charter.

Sec. 2-136.- Liaisons.

In addition to regular board members, the board shall have two members of the city council appointed by the mayor subject to the approval and consent of city council to serve as liaisons to the board. The purpose of the liaisons is to provide guidance to the board in matters pertaining to city administration and home rule charter affairs, and to provide interface with city staff, the city attorney, and the full city council in any matters that may arise. City council liaisons shall not have the right to vote in any matter before the board, but shall have the right to fully participate in all discussions of matters that come before the board.

Sec. 2-137.- Officers.

- (a) *Composition.* The officers of the board shall be a chairperson or chair, a vice-chairperson, and a secretary.
- (b) *Membership; term.* At its first meeting in September of each year, the membership of the board shall determine by majority vote the chairperson, vice-chairperson and secretary. The term of those positions shall be, in accordance with the board's bylaws.
- (c) *Vacancies.* Vacancies that occur in office are to be filled as follows:
 - (1) In the event of a vacancy or incapacity of the chairperson, the vice-chairperson (shall be the chairperson for the unexpired portion of the term).
 - (2) Vacancies that occur in the other offices shall be filled by special election for the unexpired term.
 - (3) Vacancies occurring in any office shall be filled at the next meeting of the board.
- (d) *Duties.* Duties of the officers shall be as follows:
 - (1) *Chairperson.*
 - a. Preside at all meetings.
 - b. Represent the board at public functions.
 - c. Appoint special committees.
 - d. Provide an agenda for each meeting, including an item requested by any other board member, or by the director of the department with whom this board directly interfaces. The agenda shall be provided to the city secretary no less than five working days prior to any meeting to provide proper posting notice in accordance with state open meetings laws.
 - e. Schedule meetings of the board, if other than the pre-established time, day, or week of the month.

- f. Shall be permitted to vote on issues coming before the board.
- (2) *Vice-chairperson*. Assist the chairperson in directing the affairs of the board and act in the chair's absence.
- (3) *Secretary*. Is responsible for the preparation and accuracy of the minutes of the board's meetings.
 - a. The minutes of each board meeting must include the vote of each member on each item before the board and must indicate whether a member is absent or failed to vote on an item. A draft copy of those minutes will be provided to the city secretary within three working days following any meeting.
 - b. Shall sign the approved minutes.

Sec. 2-138. - Compensation of members; fundraising activities; expenditures.

- (a) All members of the board shall serve without compensation.
- (b) The board shall obtain authorization from the city council through the city manager prior to seeking any donations, engaging in any solicitations, or other fundraising activity. All other revenues derived from fundraising activities shall be deposited into the city general fund and utilized to support related activities as determined by the city council during the budgeting process or review for all city departments. No debts of any kind or character shall be made or incurred by the board or anyone acting on its behalf without the express authority of the city council.

Sec. 2-139. - Meetings.

- (a) All board meetings shall be conducted in accordance with Texas Government Code Chapter 551, the Texas Open Meetings Act. The board may not conduct a closed meeting without prior approval from the City Attorney's office.
- (b) Board meetings shall be governed generally by the specific edition of Robert's Rules of Order, or its amendments, adopted by the city. Failure to follow Robert's Rules of Order shall not invalidate any action taken at the meeting.
- (c) Agendas. Two or more board members may place an item on the agenda by oral or written request to the chairperson. After consulting with and receiving input from board members the chair shall approve each final meeting agenda. The chair shall submit the meeting agenda for each meeting to be posted not less than fourteen days before the meeting. Posting of the agenda shall comply with the Texas Open Meetings Act.
- (d) A quorum shall consist of a majority of the members of the board and is required to conduct official business; no action taken by the board in the absence of a quorum shall be effective.
- (e) The board shall meet at least once every other month. The board shall determine and adopt a schedule of the planned meetings for the upcoming year, in accordance with its bylaws.

- (f) Future meetings may be rescheduled if a majority of board members so vote at any meeting at which a quorum is present.
- (g) Special meetings may be called by the Chairperson, or as requested by the Mayor. The Chairperson shall also call a special meeting if requested by any three members of the Board. Notice of special meetings shall be given to the city secretary to be posted at least fourteen days prior to such a special meeting and shall state the purpose, time, day, month, date, year, and location of the meeting.
- (h) For a board action to be effective, it must be adopted by an affirmative vote of the number of members necessary to provide a quorum.
- (i) The board shall allow citizens to address the board on agenda items and during a period of time set aside for citizen communications. The chair may limit a speaker to three minutes. A member of the public may not address the board at a meeting on an item posted as a briefing.
- (j) The secretary of the board shall ensure that minutes of each board meeting are prepared.
 - (1) The minutes of each board meeting must include the vote of each member on each item before the board and must indicate whether a member is absent or failed to vote on an item.
 - (2) Except as prohibited by conflict-of-interest laws or the City Charter, all members of a board or commission authorized to vote shall vote “aye” or “nay” on every action requiring a vote.
 - (3) The nature of a conflict of interest shall be concisely stated in the minutes.
- (k) The city secretary shall retain agendas, approved minutes, internal review reports and bylaws. The Parks and Community Services Department, as defined by the City Charter, shall retain all other Board documents.

Sec. 2-140. - Assistance by city staff.

- (a) City departments are to furnish the board with reports and services at the direction of the city manager or city council.
- (b) The board may receive reports, advice and available services from the various city departments as required and directed by the city manager or his designated representative. The parks director and his staff will be available for advice and consultation and shall cooperate with and render such services for the board as shall be reasonably necessary for the operations of the board.

III.

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

IV.

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

V.

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

VI.

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

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this, the 11th day of January.

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: January 7, 2021
TO: Honorable City Council Members
FROM: Andrea Gardner, City Manager
SUBJECT: Discuss and consider action on WEDC Board appointments

BACKGROUND/INFORMATION:

The Watauga Economic Development Corporation Board consists of seven places (Place 1, Place 2, Place 3, Place 4, Place 5, Place 6 and Place 7). Per Texas Local Government Code Section 501.062, board members are referred to as directors and shall not serve a term that exceeds six years. The City may be more restrictive than State Law but not less restrictive, thus the Bylaws adopted by both the Board and City Council limit the term to two years for board members. State Law doesn't limit the number of terms a director may serve and neither does the Corporation's Bylaws.

In accordance with Article 2, Section 7 of the WEDC Bylaws vacancies on the Board of Directors may be filled by a majority vote of the Watauga City Council at a regular meeting or special meeting called for that purpose. A vacancy occurring on the Board of Directors may be filled by the City Council at any time. Any Director appointed by the City Council shall serve the remainder of the term of appointment of their predecessor. Nothing in this provision should be construed to prevent such a successor from being appointed and serving one or more subsequent terms.

The following is the current Board composition:

Place 1 - Art Miner - Serving a two year term expiring on the last day of August 2021

Place 2 - Amirali (AJ) Fazalbhair - Serving a two year term expiring on the last day of August 2022

Place 3 - Jan Hill - serving a two year term expiring on the last day of August 2021

Place 4 - Vacant - appointee will serve the unexpired term ending on the last day of August 2022

Place 5 - Mike Alexander - serving a two year term expiring on the last day of August 2021



AGENDA MEMORANDUM

Place 6 - Cheneya Cruz- serving a two term expiring on the last day of August 2022

Place 7 - Lissa Sieja - serving the unexpired term ending on the last day of August 2021

Place 4 was previously held by Damon Solko. A press release was issued on December 28, 2020 notifying the public of the upcoming vacancy and opportunity to serve. Applications on file were reviewed and interviewed. A selection was made from the applicant pool.

The Council Liaison for the WEDC is Council Member Downey and the alternate is Council Member King.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council appoint an individual to serve as a Director/Board Member on the WEDC Board in place 4 for an unexpired term ending on August 31, 2022.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. 07.27.2020 Malissa Minacci
2. Solko Resignation Dec 26 2020
3. WEDC Press Release 12-28-2020
4. WEDC Recommendation Jan 2021

REVIEWED BY:

Karrie Marling, Legal

George Hyde, Legal

Andrea Gardner, City Manager

Approved as to form for inclusion on Agenda

Approved - 1/7/2021

Approved - 1/7/2021

Final Approval - 1/7/2021

FOR IMMEDIATE RELEASE

December 28, 2020



Bradley Fraley
City of Watauga
Phone: 817.514.5824
Fax: 817.514.3624

7105 Whitley Road
Watauga, TX 76148
wataugatx.org

Watauga Economic Development Corporation

Watauga, Texas – The City of Watauga is accepting applications to fill a position on the Watauga Economic Development Commission. The Watauga Economic Development Corporation was created to encourage the development and advancement of City businesses, development and parks within the City. The Watauga Economic Development Corporation collects a 1/4-cent sales-tax and is an type B corporation. The WEDC contracts with the City for financial and other administrative services.

Per Section 501.062 of the Texas Local Government Code, a director of an EDC Board serves for a term of not more than six years but no limits on the number of terms a Director serves unless imposed by the City Council as a local rule. WEDC Bylaws only allows for two-year terms but no limits on the number of terms. Per Section 505.053 requires the board of directors of a Type B corporation to appoint (1) a president; (2) a secretary; and (3) other officers of the corporation the governing body of the authorizing municipality considers necessary. Section 505.054 states a majority of the entire membership of the board of directors of a Type B corporation is a quorum. Section 505.052 requires each director of a Type B corporation authorized to be created by a municipality with a population of 20,000 or more must be a resident of the municipality.

The Watauga Economic Development Corporation meets on the 3rd Tuesday of the month at 6:00 p.m. at City Hall Council Chambers, 7105 Whitley Road, when there is business to consider.

Applications are available at City Hall, 7105 Whitley Road, or on the City of Watauga web site at www.wataugatx.org. The position vacancy will be advertised through January 28, 2021. Completed applications must be submitted to the office of the City Secretary by the submittal deadline, January 28, 2021 at 5 p.m., for consideration.

For further information please contact the City Secretary's Office at csso@cowtx.org or 817.514.5825.

FOR IMMEDIATE RELEASE



**INTEROFFICE MEMORANDUM
MAYOR'S OFFICE**

DATE: 05 January 20
TO: City Manager Andrea Gardner
FROM: Mayor Arthur Miner
RE: WATAUGA ECONOMIC DEVELOPMENT CORPORATION
APPOINTMENTS

Ms Gardner:

Please find below my recommendation for Place 4 (unexpired term) on the Watauga Economic Development Corporation. Please place this on the January 11th 2021agenda for Council approval.

Place 4 Malissa Minucci Appointment to unexpired term ending August 2022

Thank you

Art Miner
Mayor