



AGENDA
WATAUGA CITY COUNCIL
VIDEOCONFERENCE MEETING
MONDAY, FEBRUARY 22, 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.

 **EMERGENCY ALERT**

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City Council Meeting Registration - February 22, 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

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. Consideration and action for the purchase of two 2021 Peterbilt Trucks from Rush Truck Center in accordance with the Grant Award from the Texas Volkswagen Environmental Mitigation Program (TxVEMP) Grant by the Texas Commission on Environmental Quality (TCEQ)
Paul Hackleman, Director of Public Works
Andrea Gardner, City Manager
2. Consider action authorizing the City Manager to negotiate and execute on behalf of the City an Interlocal Agreement for Street Maintenance services by and between the City of Watauga, Texas and Tarrant County, Texas
Paul Hackleman, Director of Public Works
Andrea Gardner, City Manager
3. Consider action to approve the meeting minutes of the Council Workshop held February 8, 2021 and Regular Council Meeting held February 8, 2021.
Raquel Guajardo, Deputy City Secretary
Andrea Gardner, City Manager
4. Consider action to approve the continuation of a Massage Establishment Permit for Magic 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

PUBLIC HEARINGS / ACTION

1. Conduct the second of two public hearings to receive testimony and comments from members of the public regarding the City's Code of Ordinances, Article IV, Division 2, Section 28, Curfew for Minors, and consider any action necessary to continue the ordinance for three more years.
Robert Parker, Chief of Police
Andrea Gardner, City Manager

ACTION ITEMS

1. Discuss and consider action for the approval of the Watauga Police Department Annual Contact Report for submission to the Texas Commission on Law Enforcement.
Robert Parker, Chief of Police
Andrea Gardner, City Manager

2. Discuss and consider action to approve the Ordinance Review Schedule for FY 2021
Andrea Gardner, City Manager
3. Discuss and consider action on the second and final reading, as required by the City Charter, to approve 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

ITEMS FOR FUTURE CITY COUNCIL MEETINGS

EXECUTIVE SESSION / MEETING

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

1. § 551.071 and .074, to deliberate upon and seek necessary legal advice regarding the annual performance evaluation of Andrea Gardner, City Manager
Marcia Reyna, Human Resources and Civil Service Director
Andrea Gardner, City Manager
George Hyde, Legal

RECONVENE

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

ITEMS OF EXECUTIVE SESSION DELIBERATION

ADJOURNMENT

Meeting Notices and Reservation of Rights

The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code if the requisite information is otherwise posted; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code;

deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code (as applicable) when determined necessary by the to address a subject matter on the agenda. Action, if any, will be taken in open session.

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

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or city council, boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a possible meeting of the other body, board, commission and/or committee, whose members may be in attendance, if such numbers constitute a quorum. The members of the city council, boards, commissions and/or committees may be permitted to participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that city council, body, board, commission or committee subject to the Texas Open Meetings Act.

NOTICE

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (817) 514-5825, OR FAX (817) 514-3625.

I, Andrea Gardner, City Secretary for the City of Watauga, hereby certify that this agenda was posted on the bulletin boards at City Hall, 7105 Whitley Road, Watauga, Texas, on Friday, February 19, 2021, before 5:00 p.m., in accordance with Chapter 551 of the Texas Government Code.

Andrea Gardner

Andrea Gardner, City Secretary





AGENDA MEMORANDUM

DATE: February 3, 2021

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consideration and action for the purchase of two 2021 Peterbilt Trucks from Rush Truck Center in accordance with the Grant Award from the Texas Volkswagen Environmental Mitigation Program (TxVEMP) Grant by the Texas Commission on Environmental Quality (TCEQ)

BACKGROUND/INFORMATION:

On October 12, 2020, the City Council issued a Resolution Ratifying the Grant Application for two dump trucks. The City of Watauga's Grant Application was successful in the amount of \$119,662.

In an effort to reduce our acquisition cost, maintenance cost, and reduce emissions, staff submitted the grant application to replace two International Dump Trucks. We obtained a quote on two new vehicles in the amount of \$262,854.80 utilizing Buyboard Contract # 601-19 Cooperative. The City of Watauga is a member of Buyboard and per authority granted by the Local Government Code Section 271.102 and Texas Government Code Chapter 791, government entities may utilize cooperative purchasing between local government entities and cooperative purchasing organizations. There will be about \$2,000 additional funds needed to outfit the trucks with safety gear and logos. The pricing above is for both vehicles combined.

Two of the existing dump trucks are required to be disposed of and taken out of service. We obtained a verbal quote in the amount of \$22,500 in trade value on both vehicles combined. Therefore, the grant process in the amount of \$119,662 is a better value.

The surplus asset disposal policy allows for the Director of Public Works to recommend real property for the City Council to review and declare as surplus. This was done at the October 12, 2020 City Council Meeting contingent upon being awarded the grant, the two vehicles declared as surplus for disposal were:



AGENDA MEMORANDUM

1. 2008 International 7400 Dump Truck, 78,156 miles - Unit 423
2. 2009 International 7400 Dump Truck, 76,049 miles - Unit 506

FINANCIAL IMPLICATIONS:

Cost of Trucks \$262,848.80

Cost of Up-fitting \$2,000

Funding source for dump trucks would be provided through a combination of awarded grant funds, Storm Drain Fund (through savings on Whitley Road Capital Projects), 2019 Certificates of Obligation and Capital Projects Fund (Water and Wastewater), and Equipment Replacement Fund

RECOMMENDATION/ACTION DESIRED:

City Staff respectfully recommends approval for the purchase of two dump trucks in accordance with the Grant Application

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. 1295 form
2. Signed TCEQ TxVemp 12.9.2020
3. Rush Dump Truck Quote

REVIEWED BY:

Karrie Marling, Legal

George Hyde, Legal

Deby Woodard, Assistant Director of Finance

Sandra Gibson, Director of Finance

Paul Hackleman, Director of Public Works

Andrea Gardner, City Manager

Approved as to form for inclusion on Agenda

Approved - 2/17/2021

Approved - 2/18/2021

Approved - 2/18/2021

Approved - 2/18/2021

Approved - 2/19/2021

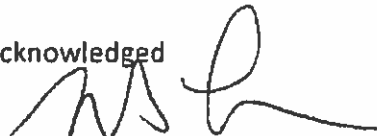
Final Approval - 2/19/2021

Statutory Declaration Regarding
Exemption from Filing Form 1295
for
Rush Truck Centers of Texas, LP

I, Michael S. Lyons, Assistant Secretary of Rushtex, Inc., a Delaware corporation and the sole general partner of Rush Truck Centers of Texas, LP, a Texas limited partnership, do hereby declare that:

1. Rush Truck Centers of Texas, LP is a wholly owned subsidiary of Rush Enterprises, Inc.
2. Rush Enterprises, Inc. is a public company traded on NASDAQ under the symbols RUSHA and RUSHB.
3. As a result of changes to Form 1295 made effective on January 1, 2018, a Form 1295 is not required for "a contract with a publicly traded business entity, *including a wholly owned subsidiary of the business entity.* (Emphasis added.) See Texas Government Code § 2252.908(c)(4). (A copy of the statute is attached for reference.)
4. Pursuant to the foregoing, Rush Truck Centers of Texas, LP, as a wholly owned subsidiary of a public company, is not required to submit a Form 1295.

Acknowledged

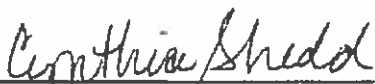


Michael S. Lyons
Assistant Secretary

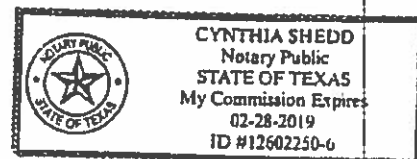
State of Texas)
)
County of Comal)

PERSONALLY appeared before me Michael S. Lyons who executed and attested the execution of this document.

SWORN TO BEFORE ME this 12th day of January 2018.



Notary Public for The State of Texas
My Commission Expires: 2/28/2019



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
TEXAS VOLKSWAGEN ENVIRONMENTAL MITIGATION PROGRAM CONTRACT
CONTRACT SIGNATURE PAGE

Contract Name:	Texas Volkswagen Environmental Mitigation Program (TxVEMP)
Contract Number:	582-21-21665-VW
PERFORMING PARTY Name:	City of Watauga
Total Contract Amount Not To Exceed:	\$119,662.00
Contract Effective Date:	Date of last signature
Contract Expiration Date & Purchase Expiration Date:	24 months after Contract Effective Date
Activity Life Expiration Date:	Five years from final reimbursement date

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas and the named PERFORMING PARTY enter this Contract for the purpose of providing financial assistance for emissions reduction projects as authorized under Texas Water Code Section 5.124, the Volkswagen Environmental Mitigation Trust Agreement for State Beneficiaries (State Trust), and the Beneficiary Mitigation Plan for Texas. The Parties agree the PERFORMING PARTY will conduct the Grant Activities required by the Contract and will be reimbursed from the State Trust for authorized Allowable Costs in accordance with the Texas Uniform Grant Management Standards and the Contract.

Authorized Official	Texas Commission on Environmental Quality (TCEQ)	City of Watauga (PERFORMING PARTY)
Printed name:	Michael Wilson, P.E.	Ms. Andrea M. Gardner
Title:	Deputy Director, Air Grants Division	City Manager
By (Authorized Signature):		
Date of Signature:		DECEMBER 9, 2020



rushtruckcenters.com

Rush Truck Center - Dallas Medium Duty

4000 Irving Boulevard
Dallas, TX 75247
214-631-2050

Retail Sales Order

SALES ORDER

Please enter my order for the following:

- ☒ New ☐ F.E.T. Applicable
☐ Used ☐ F.E.T. Exempt

Make _____ Series _____
Year _____ Body Type _____
Color _____ Trim _____
Serial # _____
Stock # _____
To be delivered on or about _____

Buy Board Contract 601-19

QTY: 2

2021 Peterbilt 348 Tandem Axle Truck

Equipped with Ox Dump Body

Add Aftermarket Back up Camera

Sales Price	255,354.80
Factory Paid F.E.T.	0.00
F.E.T. Tire Credit	0.00
Total Factory Paid F.E.T.	0.00
Optional Extended Warranties	7,000.00
Sub-Total	262,354.80

Dealer Paid F.E.T. *	0.00
Local Taxes	0.00
License, Transfer, Title, Registration Fee	0.00
Dealer's Inventory Tax	0.00
Documentary Fee	500.00
Total Cash Delivered Price	262,854.80
Total Down Payment	0.00
Unpaid Cash Balance Due on Delivery	262,854.80

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY PARTIES. THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Customer by the government, and is not required to be charged by the Dealer to the Customer.

*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY.
ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER

NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER

THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.

IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Date 02/18/2021

City of Watuga

Customer's Name
7800 virgil R Anthony Sr Blvd Watuga TX 76148

Street City State Zip
(817) 514-5833

Federal Tax ID # Business Phone Fax

Purchaser's Name

Street City State Zip

Federal Tax ID # Business Phone Fax

By Salesman

Truck Will be Titled in _____ County.

LIENHOLDER INFORMATION

Date of Lien

Lien Holder

Draft Through

Manufacturer Rebate

Total Used Vehicle Allowance * 0.00

Less Total Balance Owed 0.00

Total Net Allowance on Used Vehicle(s) 0.00

Deposit or Credit Balance 0.00

Cash with Order 0.00

←----- 0.00

*See Trade-in details on page 4

Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.

Customer's Signature _____ Date _____

OFFER RECEIVED BY: _____
SALES REPRESENTATIVE Date

OFFER ACCEPTED BY: _____
AUTHORIZED REPRESENTATIVE Date



Rush Truck Center - Dallas Medium Duty

4000 Irving Boulevard
Dallas, TX 75247
214-631-2050

Retail Sales Order

1. Parties to Order; Definitions. As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. Reappraisal of Trade-In Vehicle. If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title. Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

5. Delay or Failure in Delivery; Limitation of Dealer Liability. Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. Liability for Taxes. The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. Customer's Deposit. Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. Risk of Loss; Insurance. Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. Governing Law; Venue; Time to Commence Action. Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. Limitation of Damages. Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. Fees and Expenses of Actions. In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. Execution and Delivery by Electronic Transmission. If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. Waiver; Severability. No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. No Broker; Manufacturer Incentives. If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. Communication Consent. Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

Customer Initial _____

Rush Privacy Policy

For Nonpublic Personal Information Disclosed in Connection with the Provision of Financial Products or Services

FACTS	WHAT DOES RUSH TRUCK CENTERS DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Account balances and payment history • Credit history and employment information When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers personal information; the reasons Rush Truck Centers chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Rush Truck Centers share?	Can you limit this sharing?
For our everyday business purposes- Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates everyday business purposes- Information about your transactions and experiences	Yes	No
For our affiliates everyday business purposes- Information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

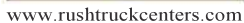
Questions?	Call (830) 626-5249
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Who we are	
Who is providing this notice?	Rush Enterprises, Inc. and its wholly owned subsidiaries. See Other important information below for a listing of companies.

What we do	
How does Rush Truck Centers protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Rush Truck Centers collect my personal information?	We collect your personal information, for example, when you ▪ apply for financing ▪ give us your income information or provide employment information ▪ provide account information or give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates everyday business purposes-information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Rush does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ Includes lenders, finance companies and financial service providers

Other important information	
• This notice is made by Rush Enterprises, Inc. and its wholly owned subsidiaries in the Rush Truck Centers' family of companies: Rush Administrative Services, Inc., Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Ohio, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Oregon, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Texas, LP and Rush Truck Centers of Utah, Inc., Rush Truck Centers of Virginia, Inc. • This Privacy Policy does not apply to information obtained in a non-financial transaction.	



4000 Irving Boulevard
Dallas, TX 75247
214-631-2050

Retail Sales Order

[illegible][illegible]



AGENDA MEMORANDUM

DATE: February 8, 2021

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consider action authorizing the City Manager to negotiate and execute on behalf of the City an Interlocal Agreement for Street Maintenance services by and between the City of Watauga, Texas and Tarrant County, Texas

BACKGROUND/INFORMATION:

Tarrant County offers a program supporting cities with asphalt paving for main thoroughfares. As part of this program, Tarrant County provides the equipment and labor required to perform asphalt paving for the thoroughfare. The City must provide manpower and resources for traffic control, milling, materials, and other coordination that may be required.

Chapter 791 of the Texas Government Code-The Interlocal Cooperation Contracts - provides legal authority for the City to enter into the proposed agreement with Tarrant County. The agreement has been reviewed by the City Attorney's office.

The Public Works Department utilized this Interlocal Program in 2020 for the reconstruction of Whitley Road from Bursey Road to N. Tarrant Parkway, Dunson Drive and Dunson Court with excellent results. The Public Works Department would like to take advantage of this program once again for:

1. Bernadine – Chapman Road to Stardust Drive North
2. Miles – Highlawn Terrace to Valley View
3. Moss Lane - Miles Drive to Rufe Snow Drive
4. Redbud Drive - Miles Drive to Rufe Snow Drive
5. Willow View – Miles Drive to Rufe Snow Drive
6. Haney Ct – Morris Blvd to cul-de-sac

Upon City Council approval, Tarrant County shall consider the Interlocal Agreement during one of their February or March Commissioners Court Meetings. If approved, Tarrant County may start at any time. However, Tarrant County usually starts in August. The work should be complete by December 31, 2021. Access to residential driveways/garages shall be disrupted during the actual construction. The county and



AGENDA MEMORANDUM

City of Watauga shall work to minimize the impacts of construction in a residential neighborhood.

FINANCIAL IMPLICATIONS:

Total Estimated Cost \$ 640,000

Funding for the work is through the ¼ Sales Tax for Street Maintenance Fund and is budgeted in the FY2020-21 Budget

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council authorize the City Manager to enter into the Interlocal Agreement with the Tarrant County for Street Maintenance

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. NTP - Watauga - FY 2021
2. GOVERNMENT CODE CHAPTER 791. INTERLOCAL COOPERATION CONTRACTS
3. ILA - Watauga - FY 2021

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 - 2/16/2021
Approved - 2/17/2021
Approved - 2/18/2021
Approved - 2/18/2021
Approved - 2/18/2021
Final Approval - 2/18/2021

Approved as to form for inclusion on Agenda

NOTICE TO PROCEED

The City of Watauga hereby notifies the County that the County may proceed with this project, as specified in the attached Agreement, on or after

(Month/Date/Year)

Authorized City Official
City of Watauga

- Rehabilitate and Resurface **Bernadine Street** located within the City of Watauga from Chapman Road to Stardust Drive (Approximately 1,348 linear feet).
- Rehabilitate and Resurface **Miles Drive** located within the City of Watauga from Valley View Drive to Hightower Terrace (Approximately 927 linear feet).
- Rehabilitate and Resurface **Moss Lane** located within the City of Watauga from Miles Drive to Rufe Snow Drive (Approximately 506 linear feet).
- Rehabilitate and Resurface **Haney Court** located within the City of Watauga from Morris Boulevard to Cul-de-Sac (Approximately 225 linear feet).
- Resurface **Willow View Drive** located within the City of Watauga from Miles Drive to Rufe Snow Drive (Approximately 585 linear feet).
- Resurface **Redbud Drive** located in the City of Watauga from Miles Drive to Rufe Snow Drive (Approximately 580 linear feet).

GOVERNMENT CODE

TITLE 7. INTERGOVERNMENTAL RELATIONS

CHAPTER 791. INTERLOCAL COOPERATION CONTRACTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 791.001. PURPOSE. The purpose of this chapter is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.002. SHORT TITLE. This chapter may be cited as the Interlocal Cooperation Act.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.003. DEFINITIONS. In this chapter:

(1) "Administrative functions" means functions normally associated with the routine operation of government, including tax assessment and collection, personnel services, purchasing, records management services, data processing, warehousing, equipment repair, and printing.

(2) "Interlocal contract" means a contract or agreement made under this chapter.

(3) "Governmental functions and services" means all or part of a function or service in any of the following areas:

(A) police protection and detention services;

(B) fire protection;

(C) streets, roads, and drainage;

(D) public health and welfare;

(E) parks and recreation;

(F) library and museum services;

(G) records center services;

(H) waste disposal;

(I) planning;

(J) engineering;

(K) administrative functions;

(L) public funds investment;

(M) comprehensive health care and hospital services; or

(N) other governmental functions in which the contracting parties are mutually interested.

(4) "Local government" means a:

(A) county, municipality, special district, junior college district, or other political subdivision of this state or another state;

(B) local government corporation created under Subchapter D, Chapter 431, Transportation Code;

(C) political subdivision corporation created under Chapter 304, Local Government Code;

(D) local workforce development board created under Section 2308.253; or

(E) combination of two or more entities described by Paragraph (A), (B), (C), or

(D).

(5) "Political subdivision" includes any corporate and political entity organized under state law.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1993, 73rd Leg., ch. 823, Sec. 1, eff. Sept. 1, 1993; Acts 2001, 77th Leg., ch. 98, Sec. 1, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 301, Sec. 2, eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 1317 (H.B. 3384), Sec. 1, eff. June 18, 2005.

Sec. 791.004. INTERLOCAL CONTRACT; DUAL OFFICE HOLDING. A person acting under an interlocal contract does not, because of that action, hold more than one civil office of emolument or more than one office of honor, trust, or profit.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.005. EFFECT OF CHAPTER. This chapter does not affect an act done or a right, duty, or penalty existing before May 31, 1971.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.006. LIABILITY IN FIRE PROTECTION CONTRACT OR PROVISION OF LAW ENFORCEMENT SERVICES. (a) If governmental units contract under this chapter to furnish or obtain services of a fire department, such as training, fire suppression, fire fighting, ambulance services, hazardous materials response services, fire and rescue services, or paramedic services, the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services.

(a-1) Notwithstanding Subsection (a), if a municipality, county, rural fire prevention district, emergency services district, fire protection agency, regional planning commission, or joint board enters into a contract with a governmental unit under this chapter to furnish or obtain fire or emergency services, the parties to the contract may agree to assign responsibility for civil liability that arises from the furnishing or obtaining of services under the contract in any manner agreed to by the parties. To assign responsibility for civil liability under this subsection, the parties to the contract must assign responsibility in a written provision of the contract that specifically references this subsection and states that the assignment of liability is intended to be different than liability otherwise assigned under Subsection (a).

(b) In the absence of a contract, if a municipality or county furnishes law enforcement services to another municipality or county, the governmental unit that requests and obtains the services is responsible for any civil liability that arises from the furnishing of those services.

(c) Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

(d) Notwithstanding any other provision of this chapter, a contract under this chapter is not a joint enterprise for the purpose of assigning or determining liability.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 2001, 77th Leg., ch. 811, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 1337 (S.B. 9), Sec. 16, eff. June 18, 2005.

SUBCHAPTER B. GENERAL INTERLOCAL CONTRACTING AUTHORITY

Sec. 791.011. CONTRACTING AUTHORITY; TERMS. (a) A local government may contract or agree with another local government or a federally recognized Indian tribe, as listed by the United States secretary of the interior under 25 U.S.C. Section 479a-1, whose reservation is located within the boundaries of this state to perform governmental functions and services in accordance with this chapter.

(b) A party to an interlocal contract may contract with a:

- (1) state agency, as that term is defined by Section 771.002; or
- (2) similar agency of another state.

(b-1) A local government that is authorized to enter into an interlocal contract under this section may not contract with an Indian tribe that is not federally recognized or whose reservation is not located within the boundaries of this state.

(c) An interlocal contract may be to:

- (1) study the feasibility of the performance of a governmental function or service by an interlocal contract; or
- (2) provide a governmental function or service that each party to the contract is authorized to perform individually.

(d) An interlocal contract must:

- (1) be authorized by the governing body of each party to the contract unless a party to the contract is a municipally owned electric utility, in which event the governing body may establish procedures for entering into interlocal contracts that do not exceed \$100,000 without requiring the approval of the governing body;
- (2) state the purpose, terms, rights, and duties of the contracting parties; and
- (3) specify that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

(e) An interlocal contractual payment must be in an amount that fairly compensates the performing party for the services or functions performed under the contract.

(f) An interlocal contract may be renewed.

(g) A governmental entity of this state or another state that makes purchases or provides purchasing services under an interlocal contract for a state agency, as that term is defined by Section 771.002, must comply with Chapter 2161 in making the purchases or providing the services.

(h) An interlocal contract between a governmental entity and a purchasing cooperative may not be used to purchase engineering or architectural services.

(i) Notwithstanding Subsection (d), an interlocal contract may have a specified term of years.

(j) For the purposes of this subsection, the term "purchasing cooperative" means a group purchasing organization that governmental entities join as members and the managing entity of which receives fees from members or vendors. A local government may not enter into a contract to purchase construction-related goods or services through a purchasing cooperative under this chapter in an amount greater than \$50,000 unless a person designated by the local government certifies in writing that:

- (1) the project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under Chapter 1001 or 1051, Occupations Code; or
- (2) the plans and specifications required under Chapters 1001 and 1051, Occupations Code, have been prepared.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1999, 76th Leg., ch. 405, Sec. 47, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 98, Sec. 2, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 257 (H.B. 1562), Sec. 1, eff. May 30, 2005.

Acts 2007, 80th Leg., R.S., Ch. 1213 (H.B. 1886), Sec. 12, eff. September 1, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 1065 (S.B. 760), Sec. 1.

Acts 2013, 83rd Leg., R.S., Ch. 1127 (H.B. 1050), Sec. 1, eff. September 1, 2013.

Sec. 791.012. LAW APPLICABLE TO CONTRACTING PARTIES. Local governments that are parties to an interlocal contract for the performance of a service may, in performing the service, apply the law applicable to a party as agreed by the parties.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1997, 75th Leg., ch. 176, Sec. 1, eff. May 21, 1997.

Sec. 791.013. CONTRACT SUPERVISION AND ADMINISTRATION. (a) To supervise the performance of an interlocal contract, the parties to the contract may:

- (1) create an administrative agency;
- (2) designate an existing local government; or
- (3) contract with an organization that qualifies for exemption from federal income

tax under Section 501(c), Internal Revenue Code of 1986, as amended, that provides services on behalf of political subdivisions or combinations of political subdivisions and derives more than 50 percent of its gross revenues from grants, funding, or other income from political subdivisions or combinations of subdivisions.

(b) The agency, designated local government, or organization described by Subsection (a) (3) may employ personnel, perform administrative activities, and provide administrative services necessary to perform the interlocal contract.

(c) All property that is held and used for a public purpose by the administrative agency or designated local government is exempt from or subject to taxation in the same manner as if the property were held and used by the participating political subdivisions.

(d) An administrative agency created under this section may acquire, apply for, register, secure, hold, protect, and renew under the laws of this state, another state, the United States, or any other nation:

- (1) a patent for the invention or discovery of:

(A) any new and useful process, machine, manufacture, composition of matter, art, or method;

(B) any new use of a known process, machine, manufacture, composition of matter, art, or method; or

(C) any new and useful improvement on a known process, machine, manufacture, composition of matter, art, or method;

(2) a copyright of an original work of authorship fixed in any tangible medium of expression, now known or later developed, from which the work may be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device;

(3) a trademark, service mark, collective mark, or certification mark for a word, name, symbol, device, or slogan that the agency uses to identify and distinguish the agency's goods and services from other goods and services; and

- (4) other evidence of protection of exclusivity issued for intellectual property.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1995, 74th Leg., ch. 481, Sec. 1, eff. Aug. 28, 1995; Acts 2003, 78th Leg., ch. 301, Sec. 3, eff. Sept.

1, 2003.

Sec. 791.014. APPROVAL REQUIREMENT FOR COUNTIES. (a) Before beginning a project to construct, improve, or repair a building, road, or other facility under an interlocal contract, the commissioners court of a county must give specific written approval for the project.

(b) The approval must:

- (1) be given in a document other than the interlocal contract;
- (2) describe the type of project to be undertaken; and
- (3) identify the project's location.

(c) The county may not accept and another local government may not offer payment for a project undertaken without approval required by this section.

(d) A county is liable to another local government for the amount paid by the local government to the county for a project requiring approval under this section if:

- (1) the county begins the project without the approval required by this section;

and

- (2) the local government makes the payment before the project is begun by the county.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.015. SUBMISSION OF DISPUTES TO ALTERNATIVE DISPUTE RESOLUTION PROCEDURES. Local governments that are parties to an interlocal contract may provide in the contract for the submission of disputes arising under the contract to the alternative dispute resolution procedures authorized by Chapter 2009.

Added by Acts 2001, 77th Leg., ch. 666, Sec. 1, eff. Sept. 1, 2001.

SUBCHAPTER C. SPECIFIC INTERLOCAL CONTRACTING AUTHORITY

Sec. 791.021. CONTRACTS FOR REGIONAL CORRECTIONAL FACILITIES. The parties to an interlocal contract may contract with the Texas Department of Criminal Justice for the construction, operation, and maintenance of a regional correctional facility if:

(1) title to the land on which the facility is to be constructed is deeded to the department; and

(2) the parties execute a contract relating to the payment of costs for housing, maintenance, and rehabilitative treatment of persons held in jails who cannot otherwise be transferred under authority of existing statutes to the direct responsibility of the department.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 25.080, eff. September 1, 2009.

Sec. 791.022. CONTRACTS FOR REGIONAL JAIL FACILITIES. (a) In this section:

(1) "Facility" means a regional jail facility constructed or acquired under this section.

(2) "Jailer" means a person with authority to supervise the operation and maintenance of a facility as provided by this section.

(b) A political subdivision of the state, by resolution of its governing body, may contract with one or more political subdivisions of the state to participate in the ownership,

construction, and operation of a regional jail facility.

(c) The facility must be located within the geographic boundaries of one of the participating political subdivisions. The facility is not required to be located in a county seat.

(d) Before acquiring and constructing the facility, the participating political subdivisions shall issue bonds to finance the facility's acquisition and construction. The bonds must be issued in the manner prescribed by law for issuance of permanent improvement bonds.

(e) To supervise the operation and maintenance of a facility, the participating political subdivisions may agree to:

(1) appoint as jailer of the facility the police chief or sheriff of the political subdivision in which the facility is located;

(2) form a committee composed of the sheriff or police chief of each participating political subdivision to appoint a jailer of the facility; or

(3) authorize the police chief or sheriff of each participating political subdivision to continue to supervise and manage those prisoners incarcerated in the facility under the authority of that officer.

(f) If participating political subdivisions provide for facility supervision under Subsection (e), the person designated to supervise operation and maintenance of the facility shall supervise the prisoners incarcerated in the facility.

(g) When a prisoner is transferred from the facility to the originating political subdivision, the appropriate law enforcement officer of the originating political subdivision shall assume supervision and responsibility for the prisoner.

(h) While a prisoner is incarcerated in a facility, a police chief or sheriff not assigned to supervise the facility is not liable for the escape of the prisoner or for any injury or damage caused by or to the prisoner unless the escape, injury, or damage is directly caused by the police chief or sheriff.

(i) The political subdivisions may employ or authorize the jailer of the facility to employ personnel necessary to operate and maintain the facility.

(j) The jailer of the facility and any assistant jailers must be commissioned peace officers.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.023. CONTRACTS FOR STATE CRIMINAL JUSTICE FACILITIES. The state or an agency of the state may contract with one or more entities to finance, construct, operate, maintain, or manage a criminal justice facility provided, in the exercise of the governmental power, for the benefit of the state in accordance with this chapter and:

(1) Subchapter A, Chapter 494, Government Code;

(2) Subchapter D, Chapter 361, Local Government Code; or

(3) the Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271, Local Government Code).

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.024. CONTRACTS FOR COMMUNITY CORRECTIONS FACILITIES. A community supervision and corrections department established under Section 76.002 may agree with the state, an agency of the state, or a local government to finance, construct, operate, maintain, or manage a community corrections facility under Section 76.010(b) or a county correctional center under Subchapter H, Chapter 351, Local Government Code.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 7.18, eff. Sept. 1, 1995.

Sec. 791.025. CONTRACTS FOR PURCHASES. (a) A local government, including a council of governments, may agree with another local government or with the state or a state agency, including the comptroller, to purchase goods and services.

(b) A local government, including a council of governments, may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the comptroller, to purchase goods and any services reasonably required for the installation, operation, or maintenance of the goods. This subsection does not apply to services provided by firefighters, police officers, or emergency medical personnel.

(c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

(d) In this section, "council of governments" means a regional planning commission created under Chapter 391, Local Government Code.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1995, 74th Leg., ch. 28, Sec. 1, eff. April 27, 1995; Acts 1997, 75th Leg., ch. 826, Sec. 1, eff. June 18, 1997.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 937 (H.B. 3560), Sec. 1.62, eff. September 1, 2007.

Sec. 791.026. CONTRACTS FOR WATER SUPPLY AND WASTEWATER TREATMENT FACILITIES. (a) A municipality, district, or river authority of this state may contract with another municipality, district, or river authority of this state to obtain or provide part or all of:

(1) water supply or wastewater treatment facilities; or

(2) a lease or operation of water supply facilities or wastewater treatment facilities.

(b) The contract may provide that the municipality, district, or river authority obtaining one of the services may not obtain those services from a source other than a contracting party, except as provided by the contract.

(c) If a contract includes a term described by Subsection (b), payments made under the contract are the paying party's operating expenses for its water supply system, wastewater treatment facilities, or both.

(d) The contract may:

(1) contain terms and extend for any period on which the parties agree;

(2) require the purchaser to develop alternative or replacement supplies prior to the expiration date of the contract and may provide for enforcement of such terms by court order; and

(3) provide that it will continue in effect until bonds specified by the contract and any refunding bonds issued to pay those bonds are paid.

(e) Where a contract sets forth explicit expiration provisions, no continuation of the service obligation will be implied.

(f) Tax revenue may not be pledged to the payment of amounts agreed to be paid under the contract.

(g) The powers granted by this section prevail over a limitation contained in another law.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1997, 75th Leg., ch. 1010, Sec. 2.01, eff. Sept. 1, 1997.

Sec. 791.027. EMERGENCY ASSISTANCE. (a) A local government may provide emergency assistance to another local government, whether or not the local governments have previously agreed or contracted to provide that kind of assistance, if:

(1) in the opinion of the presiding officer of the governing body of the local government desiring emergency assistance, a state of civil emergency exists in the local government that requires assistance from another local government and the presiding officer requests the assistance; and

(2) before the emergency assistance is provided, the governing body of the local government that is to provide the assistance authorizes that local government to provide the assistance by resolution or other official action.

(b) This section does not apply to emergency assistance provided by law enforcement officers under Chapter 362, Local Government Code.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.028. CONTRACTS FOR JOINT PAYMENT OF ROAD CONSTRUCTION AND IMPROVEMENTS. (a) In this section:

(1) "Highway project" means the acquisition, design, construction, improvement, or beautification of a state or local highway, turnpike, or road project.

(2) "Transportation corporation" means a corporation created under Chapter 431, Transportation Code.

(b) A local government may contract with another local government, a state agency, or a transportation corporation to pay jointly all or part of the costs of a highway project, including the cost of an easement or interest in land required for or beneficial to the project.

(c) A local government and a transportation corporation, in accordance with a contract executed under this section, may:

(1) jointly undertake a highway project;

(2) acquire an easement, land, or an interest in land, in or outside a right-of-way of a highway project, as necessary for or beneficial to a highway project; or

(3) adjust utilities for the project.

(d) If a contract under this section provides for payments over a term of years, a local government may levy ad valorem taxes in an amount necessary to make the payments required by the contract as they become due.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.196, eff. Sept. 1, 1997.

Sec. 791.029. CONTRACTS FOR REGIONAL RECORDS CENTERS. (a) By resolution of its governing body, a political subdivision of the state may contract with another political subdivision of the state to participate in the ownership, construction, and operation of a regional records center.

(b) Before acquiring or constructing the records center, a participating political subdivision may issue bonds to finance the acquisition and construction of the records center in the manner prescribed by law for the issuance of permanent improvement bonds.

(c) The records center may not be used to store a record whose retention period is listed as permanent on a records retention schedule issued by the Texas State Library and Archives Commission under Section 441.158, unless the center meets standards for the care and

storage of records of permanent value established by rules adopted by the commission under Section 203.048, Local Government Code.

(d) The Texas State Library and Archives Commission shall provide assistance and advice to local governments in the establishment and design of regional records centers.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.030. HEALTH CARE AND HOSPITAL SERVICES. A local government may contract with another local government authorized to provide health care and hospital services to provide those services for the local government's officers and employees and their dependents.

Added by Acts 1993, 73rd Leg., ch. 823, Sec. 2, eff. Sept. 1, 1993.

Sec. 791.031. TRANSPORTATION INFRASTRUCTURE. (a) This section applies only to a local government, other than a school district, that is authorized to impose ad valorem taxes on real property.

(b) The Texas Department of Transportation may enter into an interlocal contract with a local government for the financing of transportation infrastructure that is constructed or that is to be constructed in the territory of the local government by the department in a corridor of land on which no existing state or federal highway is located.

(c) The agreement must include:

- (1) the duration of the agreement, which may not exceed 12 years;
- (2) a description of each transportation infrastructure project or proposed project;
- (3) a map showing the location of each project and property included in the

contract; and

- (4) an estimate of the cost of each project.

(d) The agreement may establish one or more transportation infrastructure zones. The Texas Department of Transportation and the local government may agree that at one or more specified times, the local government will pay to the Texas Department of Transportation an amount that is calculated on the basis of increased ad valorem tax collections in a zone that are attributable to increased values of property located in the zone resulting from an infrastructure project. The amount may not exceed an amount that is equal to 30 percent of the increase in ad valorem tax collections for the specified period.

(e) Money received by the Texas Department of Transportation under this section may be used:

- (1) to provide a local match for the acquisition of right-of-way in the territory of the local government; or
- (2) for design, construction, operation, or maintenance of transportation facilities in the territory of the local government.

Added by Acts 1997, 75th Leg., ch. 1171, Sec. 1.33, eff. Sept. 1, 1997.

Sec. 791.032. CONSTRUCTION, IMPROVEMENT, AND REPAIR OF STREETS IN MUNICIPALITIES. With the approval of the governing body of a municipality, a local government may enter into an interlocal contract with the municipality to finance the construction, improvement, maintenance, or repair of streets or alleys in the municipality, including portions of the municipality's streets or alleys that are not an integral part of or a connecting link to other roads or highways.

Added by Acts 1999, 76th Leg., ch. 671, Sec. 1, eff. Sept. 1, 1999.

Sec. 791.033. CONTRACTS TO CONSTRUCT, MAINTAIN, OR OPERATE FACILITIES ON STATE HIGHWAY SYSTEM. (a) In this section, "state highway system" means the highways in this state included in the plan providing for a system of state highways prepared under Section 201.103, Transportation Code.

(b) A local government may enter into and make payments under an agreement with another local government for the design, development, financing, construction, maintenance, operation, extension, expansion, or improvement of a toll or nontoll project or facility on the state highway system located within the boundaries of the local government or, as a continuation of the project or facility, within the boundaries of an adjacent local government.

(c) An agreement under this section must be approved by the Texas Department of Transportation.

(d) Notwithstanding Section 791.011(d), to make payments under an agreement under this section, a local government may:

(1) pledge revenue from any available source, including payments received under an agreement with the Texas Department of Transportation under Section 222.104, Transportation Code;

(2) pledge, levy, and collect taxes to the extent permitted by law; or

(3) provide for a combination of Subdivisions (1) and (2).

(e) The term of an agreement under this section may not exceed 40 years.

(f) Any election required to permit action under this section must be held in conformance with the Election Code or other law applicable to the local government.

(g) In connection with an agreement under this section, a county or municipality may exercise any of the rights and powers granted to the governing body of an issuer under Chapter 1371.

(h) This section is wholly sufficient authority for the execution of agreements, the pledge of revenues, taxes, or any combination of revenues and taxes, and the performance of other acts and procedures authorized by this section by a local government without reference to any other provision of law or any restriction or limitation contained in those provisions, except as specifically provided by this section. To the extent of any conflict or inconsistency between this section and any other law, this section shall prevail and control. A local government may use any law not in conflict with this section to the extent convenient or necessary to carry out any power or authority, expressed or implied, granted by this section.

Added by Acts 2005, 79th Leg., Ch. 281 (H.B. 2702), Sec. 2.89, eff. June 14, 2005.

Sec. 791.034. INTERLOCAL CONTRACT FOR RELIEF HIGHWAY ROUTE AROUND CERTAIN MUNICIPALITIES. (a) The governing body of a municipality located in a county in which is located a facility licensed to dispose of low-level radioactive waste under Chapter 401, Health and Safety Code, may enter into an interlocal contract with the county for the construction and maintenance of a relief highway route around and outside the boundaries of the municipality that the governing body determines will serve a public purpose of the municipality.

(b) The municipality may expend municipal funds and may issue certificates of obligation or bonds to pay for expenses associated with a relief highway route under Subsection (a).

Added by Acts 2009, 81st Leg., R.S., Ch. 357 (H.B. 1255), Sec. 1, eff. June 19, 2009.

Sec. 791.035. CONTRACTS WITH INSTITUTIONS OF HIGHER EDUCATION OR UNIVERSITY SYSTEMS.

(a) A local government and an institution of higher education or university system may contract with one another to perform any governmental functions and services. If the terms of

the contract provide for payment based on cost recovery, any law otherwise requiring competitive procurement does not apply to the functions and services covered by the contract.

(b) In this section, "institution of higher education" and "university system" have the meanings assigned by Section 61.003, Education Code.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1049 (S.B. 5), Sec. 2.05, eff. June 17, 2011.

Sec. 791.036. REGULATION OF TRAFFIC IN SPECIAL DISTRICTS. The commissioners court of a county may enter into an interlocal contract with the board of a special district to apply the county's traffic regulations to a public road in the county that is owned, operated, and maintained by the district if the commissioners court finds that it is in the county's interest to regulate traffic on the public road.

Added by Acts 2013, 83rd Leg., R.S., Ch. 1211 (S.B. 1411), Sec. 1, eff. June 14, 2013.

Redesignated from Government Code, Section 791.035 by Acts 2015, 84th Leg., R.S., Ch. 1236 (S.B. 1296), Sec. 21.001(28), eff. September 1, 2015.

Sec. 791.037. SOLID WASTE DISPOSAL SERVICES IN CERTAIN COUNTIES. (a) In this section, "solid waste" has the meaning assigned by Section 361.003, Health and Safety Code.

(b) This section applies only to a county with a population of more than 1.5 million in which more than 75 percent of the population resides in a single municipality.

(c) A county may contract with a municipality to provide, directly or through a contract with another entity, a mandatory program under Section 364.034, Health and Safety Code, for solid waste disposal services in an area of the county located within the extraterritorial jurisdiction of the municipality if the municipality does not provide solid waste disposal services in that area.

(d) A contract under this section must include provisions regarding the termination of the county's provision of service on the occurrence of certain contingencies, including the annexation of the area covered by the contract by the municipality or the provision of service to the area by the municipality.

Added by Acts 2017, 85th Leg., R.S., Ch. 70 (S.B. 1229), Sec. 4, eff. May 22, 2017.

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas (“COUNTY”), and the City of Watauga (“CITY”).

WHEREAS, the CITY is requesting the COUNTY’s assistance to:

- Rehabilitate and Resurface **Bernadine Street** located within the City of Watauga from Chapman Road to Stardust Drive (Approximately 1,348 linear feet).
- Rehabilitate and Resurface **Miles Drive** located within the City of Watauga from Valley View Drive to Hightower Terrace (Approximately 927 linear feet).
- Rehabilitate and Resurface **Moss Lane** located within the City of Watauga from Miles Drive to Rufe Snow Drive (Approximately 506 linear feet).
- Rehabilitate and Resurface **Haney Court** located within the City of Watauga from Morris Boulevard to Cul-de-Sac (Approximately 225 linear feet).
- Resurface **Willow View Drive** located within the City of Watauga from Miles Drive to Rufe Snow Drive (Approximately 585 linear feet).
- Resurface **Redbud Drive** located in the City of Watauga from Miles Drive to Rufe Snow Drive (Approximately 580 linear feet).

Collectively, hereinafter referred to as the “**Project**”.

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and the COUNTY have authorized their representative to sign this Agreement.
- e. Both parties acknowledge that they are each a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project:

- **Bernadine Street:** Following milling and removal of the excess materials by the CITY, the COUNTY will stabilize the exposed subgrade, regrade, shape, and prime the roadbed, place two inches of asphalt base, place two inches of asphalt surface, and clean the project jobsite.
- **Miles Drive:** Following milling and removal of the excess materials by the CITY, the COUNTY will stabilize the exposed subgrade, regrade, shape, and prime the roadbed, place two inches of asphalt base, place two inches of asphalt surface, and clean the project jobsite.

- **Moss Lane:** Following milling and removal of the excess materials by the CITY, the COUNTY will stabilize the exposed subgrade, regrade, shape, and prime the roadbed, place two inches of asphalt base, place two inches of asphalt surface, and clean the project jobsite.
- **Haney Court:** Following milling and removal of the excess materials by the CITY, the COUNTY will stabilize the exposed subgrade, regrade, shape, and prime the roadbed, place two inches of asphalt base, place two inches of asphalt surface, and clean the project jobsite.
- **Willow View Drive:** Following any pavement repairs and removal of the existing hot mix asphaltic surface by the CITY, the COUNTY will place two inches of asphalt surface and clean the project jobsite.
- **Redbud Drive:** Following any pavement repairs and removal of the existing hot mix asphaltic surface by the CITY, the COUNTY will place two inches of asphalt surface and clean the project jobsite.

2. CITY RESPONSIBILITY

- 2.1 The CITY will furnish and pay for the actual cost of the materials, including any delivery or freight cost. The CITY will provide a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the CITY for incidental material cost.
- 2.2 The CITY will pay for one-half of the COUNTY's fuel used to construct this Project. The COUNTY will invoice the CITY for the fuel consumed at the conclusion of the Project.
- 2.3 The CITY will be responsible for all traffic control necessary to safely construct this project. This responsibility includes all advance notices, signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site. The CITY will be responsible for and provide portable message boards to supplement traffic control as needed.
- 2.4 The CITY will remove the existing surface and make any necessary roadway repairs and preparations prior to the COUNTY starting work.
- 2.5 The CITY will adjust all utilities, manholes and valve boxes for this Project.
- 2.6 The CITY will provide the COUNTY with a hydrant meter and all the water necessary for construction of the Project at no cost to the COUNTY.

- 2.7 The CITY will provide or pay for any engineering, survey, and laboratory testing required for this Project.
- 2.8 The CITY will furnish a site for dumping all spoils and waste materials generated during construction of this Project.
- 2.9 The CITY will provide the material to backfill the pavement edges for this project.
- 2.10 If required, the CITY will be responsible for the design and development of a Storm Water Pollution Prevention Plan (SWPPP). The CITY further agrees to pay for all cost (including sub-contractor materials, labor and equipment) associated with the implementation of the plan. The COUNTY will be responsible for maintenance of the plan during the duration of the Project. Documentation and record keeping of the SWPPP will be the responsibility of the CITY.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of project completion.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.
- 5.2 If requested by the CITY, The CITY will reimburse the COUNTY for actual cost of any overtime hours the CITY requires the COUNTY to provide watering the roadway for dust control after regular work hours.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

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

8. JOINT VENTURE & AGENCY

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

9. EFFECTIVE DATE

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

10. TERMINATION

This Agreement will automatically terminate on either December 31, 2021 or on the date the project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that the CITY remains liable to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the project, if any.

TARRANT COUNTY, TEXAS

CITY OF WATAUGA, TEXAS

B. Glen Whitley
County Judge

Andrea Gardner
City Manager

Date: _____

Date: _____

Gary Fickes
Commissioner, Precinct 3

Attest:

Date: _____

APPROVED AS TO FORM*

APPROVED AS TO FORM AND
LEGALITY*

Criminal District Attorney's Office*

George Hyde, City Attorney
Russell Rodriguez Hyde Bullock, LLP

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

*By law, the City Attorney's Office may only approve contracts for and on behalf of the city. We reviewed this document as to form and legality from our client's legal perspective only. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.



AGENDA MEMORANDUM

DATE: February 9, 2021

TO: Honorable City Council Members

FROM: Raquel Guajardo, Deputy City Secretary

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consider action to approve the meeting minutes of the Council Workshop held February 8, 2021 and Regular Council Meeting held February 8, 2021.

BACKGROUND/INFORMATION:

February 8, 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. City Council Workshop Minutes 02082021 DRAFT
2. City Council Regular Meeting Minutes 02082021 DRAFT

REVIEWED BY:

Andrea Gardner, City Manager

Final Approval - 2/18/2021

Approved as to form for inclusion on Agenda

**MINUTES
WATAUGA CITY COUNCIL
WORKSHOP MEETING BY VIDEOCONFERENCE
MONDAY, FEBRUARY 8, 2021
5:30 PM**

CALL TO ORDER

Mayor Miner called the meeting to order 5:31 p.m.

ROLL CALL

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

Mayor, Arthur Miner
Council Place 1, Danielle Tucker (Absent without Notice/Oath not taken)
Mayor Pro Tem/Place 2, Tom Snyder
Council Place 3, Lovie Downey
Council Place 4, Andrew Neal
Council Place 5, Juanita King
Council Place 6, Mark Taylor
Council Place 7, Jan Hill

Members of staff present:

Andrea Gardner, City Manager
George Hyde, City Attorney
Lana Ewell, Library Director
Marcia Reyna, Human Resources Director
Sandra Gibson, Finance Director
Paul Hackleman, Public Works Director
Brad Fraley, Information Technology Director

PRESENTATIONS

1. Presentation and update on the City of Watauga Capital Improvement Projects

Mr. Hackleman, Public Works Director, provided an update to the Council and public on the Capital Improvement Projects in the City. Members of the Council asked questions regarding the projects throughout the presentation. Mr. Hackleman provided responses to the questions presented by the Council. The presentation has been attached to and made a part of the meeting minutes.

ADJOURNMENT

Mayor Miner adjourned the meeting at 6:26 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



Capital Improvement Plan (CIP)

Project Updates

February 2021

Public Works Department
By Paul Hackleman, P.E., CFM
Public Works Director

Parks Projects

Park Vista/Whites Branch Creek Trail



Location
Park Vista/Whites
Branch
Creek Trail

Part of Interlocal
Agreement with the
City of Fort Worth

Construction
Estimate:
Start 2022

Construction Cost:
\$300,000



ARCADIA TRAIL | ENLARGEMENT B
Fort Worth, Texas



Parks Projects

Capp Smith Park – Solar Lighting

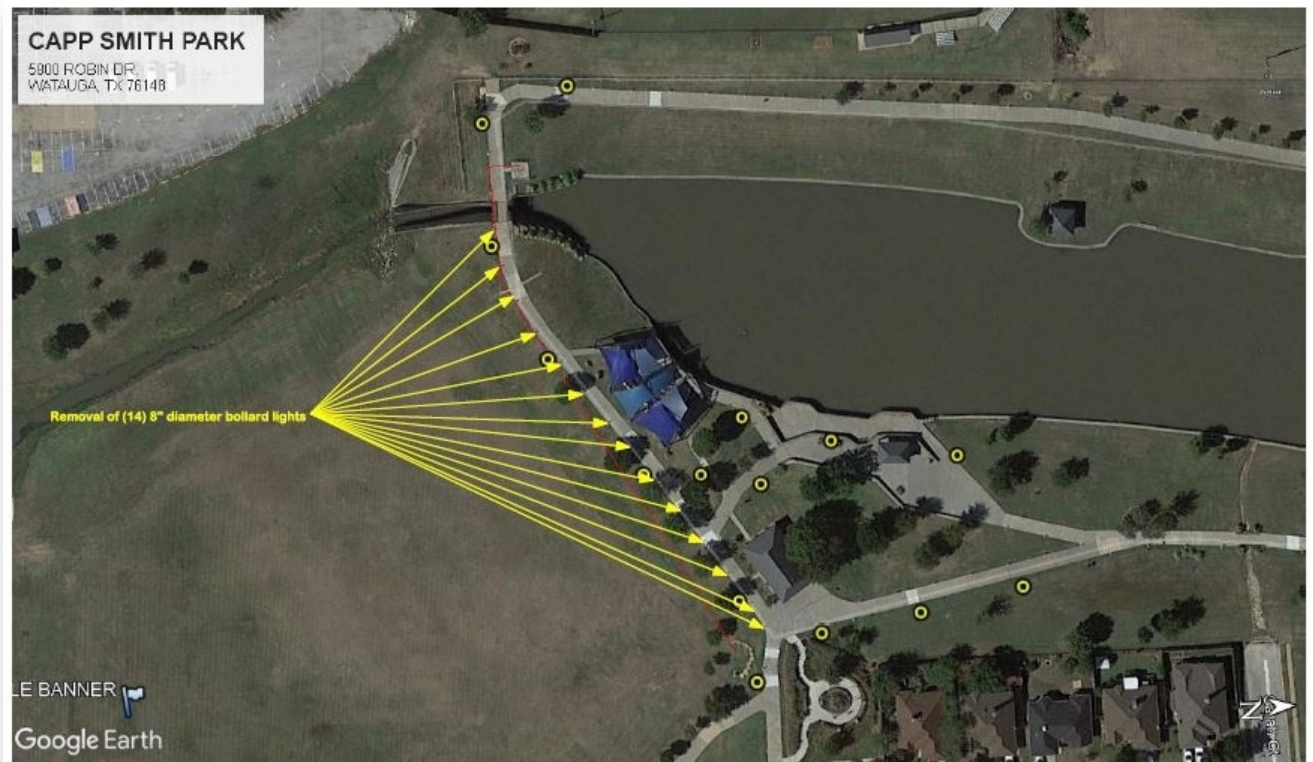


Location
Capp Smith
Park



Construction:
Start
February
2021
Completion
June 2021

Construction
Cost:
\$700,000



Parks Projects

Park Vista Park – Trails

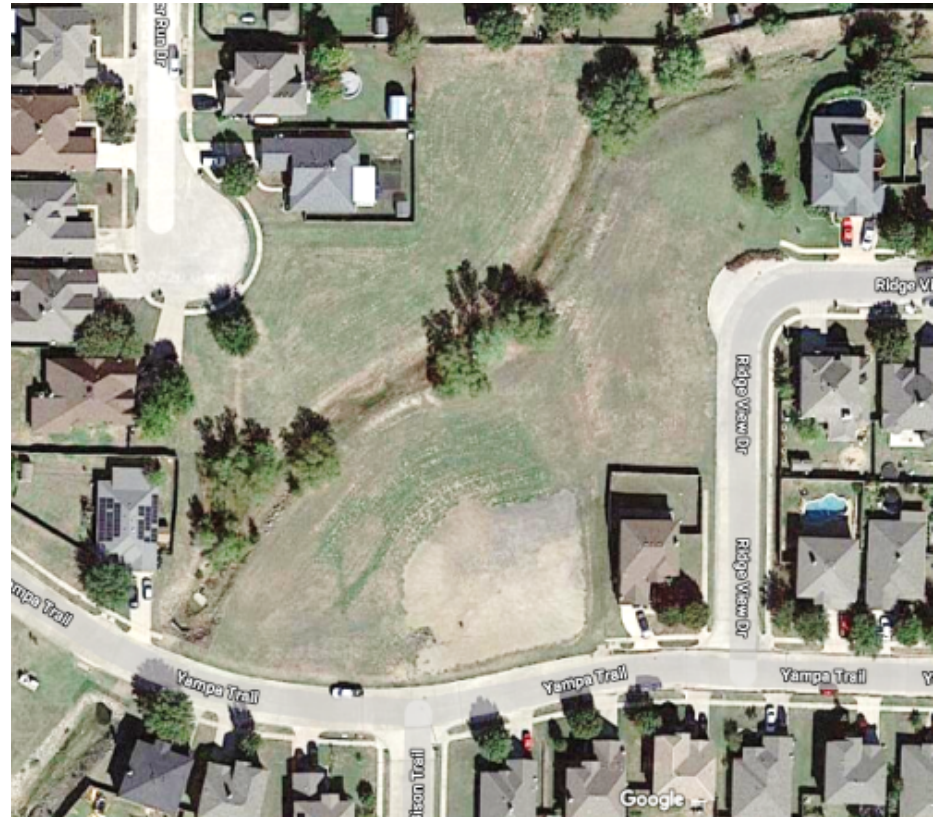
Location
Yampa Trail at Bison Trail

Design starting
February 2021
\$38,500

Estimated Construction Dates:
Start September 2021
Completion March 2022

Construction Cost Estimate:
\$268,018

Amenities: Trails, Sidewalks,
pedestrian bridge, landscaping and
trees. Future phases: pavilion,
picnic tables, and playground
equipment



Parks Projects

Splash Pad & Site Design Elements

Location
Capp Smith Park

Construction Bids

Site/Parking

\$520,568.00

Special Needs

\$43,266.24

Splash Pad

\$699,905.22

Total \$1,263,739.46

Construction started
June 29, 2020.

Estimated Completion
February 19, 2021



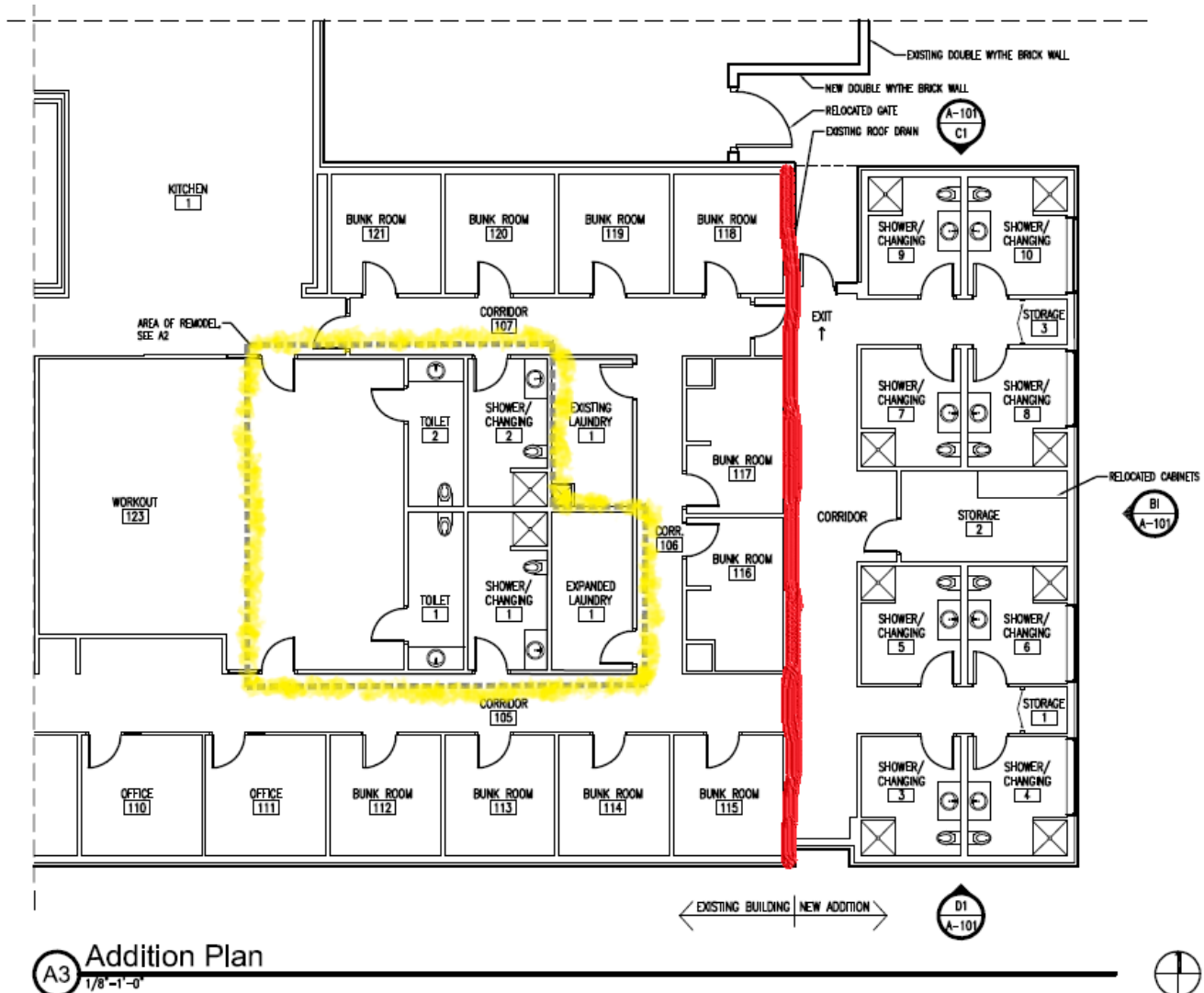
Fire Department Fire Station Renovation/Expansion



Construction start
Start February 2021
End October 2021

Construction bid cost:
\$933,660

Highlights:
1,500 SF added
Expanded workout area
Additional Showers
Expanded laundry area
Training area
Parking added
Shade structure
Tile Flooring ex
corridors



Economic Development Projects

Community Branding Signs – 3-4 Signs

Locations

1. Watauga Rd – Western Entrance
2. Watauga Rd – Eastern Entrance
3. TBD – Rufe Snow Dr
4. TBD if funding available

Construction Bids

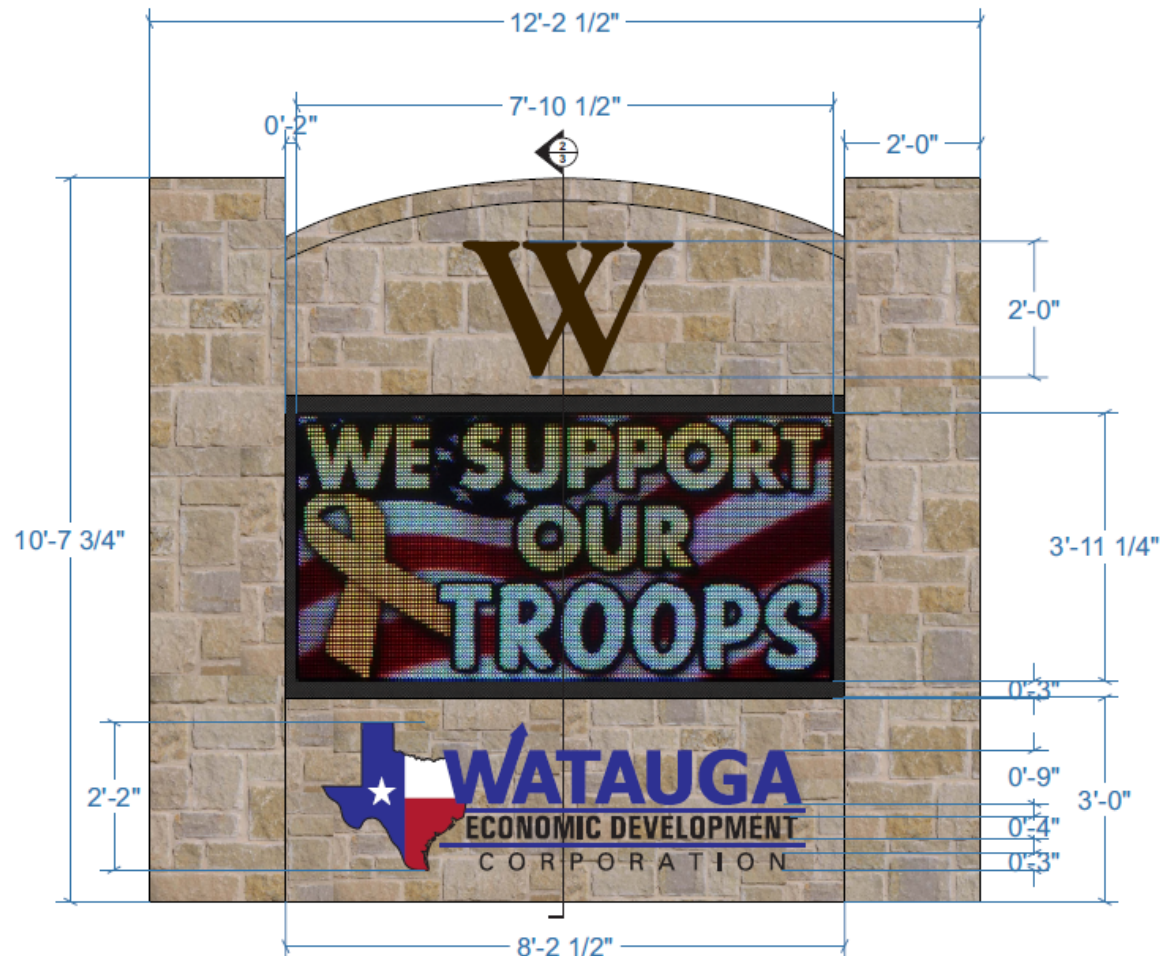
1. \$81,500 – Double Sided
 2. \$58,200
 3. \$58,200 est.
- Total Est. \$197,900

Construction

- 1 & 2 – Waiting to Oncor
3 – TBD 2021

Funding

\$250,000 WEDC



Economic Development Projects

Restaurant Incubator Site Project



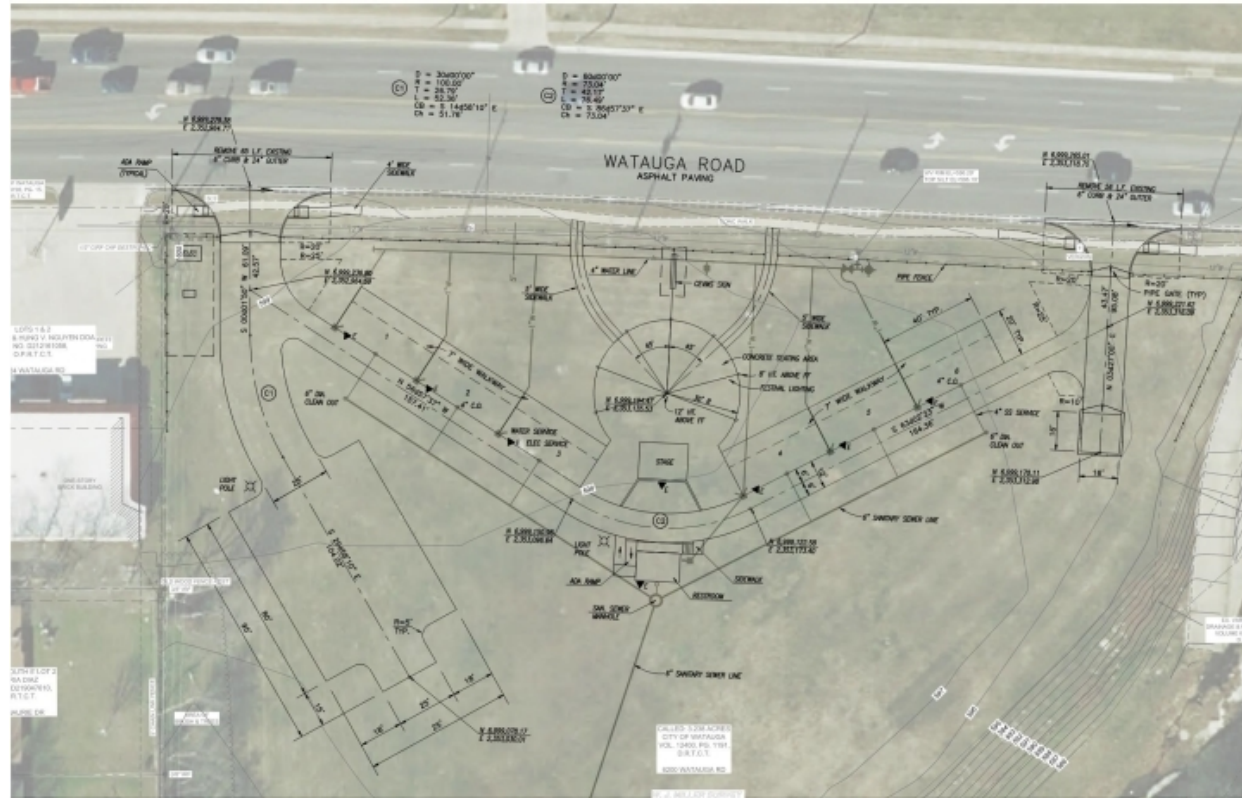
Location: WEDC Watauga
Road Site

Potentially funded by 50/50
grant from Economic
Development Administration
(EDA)

Feasibility Study
And Environmental Report
completed

EDA grant application
submitted January 22, 2021

Construction Costs (est):
\$680,906



Beautification Project

Green Ribbon 2 Grant – 377 Denton Hwy



Limits: North Tarrant Pkwy
to North Park Dr

Design 100%

Construction

Start February 1, 2021

Completion May 2021

Construction Cost Est.

\$400,000

Grant Funding

TxDot will oversee project

Green Ribbon 3 Grant in
the amount of \$400,000
was submitted by City staff
on August 25, 2021



Whitley Road 2

Limits: Watauga Road to south of
Chapman Road

Public Input Meeting Held
January 23, 2018

Construction started
August 12, 2019

Estimated Completion
February 2021

Construction Bid
\$4,255,678



Whitley Road 3

Limits: South of Chapman Road to
south of Concord Street

Construction of Bowie Street will be
included within this project

Estimated construction dates:
Start March 2021
Completion March 2022

Construction bid cost:
\$2,549,559
(does not include Bowie Street)



Bowie Street

Limits: HWY 377 to Plum Street

Project Funded
by 2018 C.O.

Construction is included in
Whitley Road 3 project

Construction Bid Cost:
\$414,163

Developer Agreement
Funded \$24,215



Whitley Road 4

Limits: South of Concord Street to
south of Oakhill Road

Design started April 24, 2020

Design is 90% complete

Estimated Construction Dates:

Start June 2021

Completion August 2022

Construction Cost Estimate:

\$3,300,000

\$250,000 HAWK – Bursey Rd

Decorative Solar Street Lights

\$600,000



Street Maintenance Projects

1/4 Sales Tax & Sidewalk Funds



*ILA Tarrant County Precinct 3
& City – 2nd Feb. CC Meeting*

Locations:

Bernadine St

Miles Dr

Moss Ln

Haney Ct

Willow View Dr

Redbud Dr

Construction

February – Curb & Gutter,
Sidewalks

Fall 2021 – Subgrade & Paving
Surface

Complete by Dec. 2022



Meadowlark Lane East

Limits: Heather Drive to
Pebblebrook Drive

Public meeting was held on
November 6, 2019.

Construction started
July 27, 2020

Move in August 11, 2020

Estimated Completion
May 18, 2021

Construction Bid
\$1,543,687



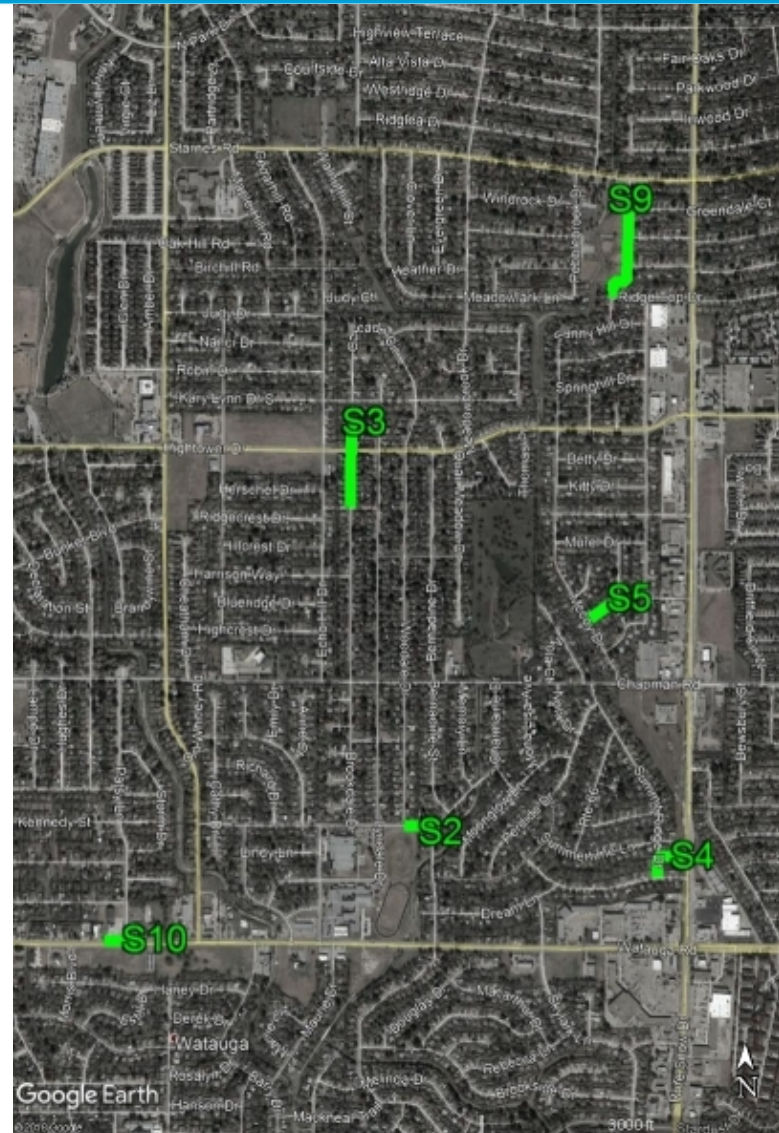
2019-2020 Water & Wastewater CIP, Group 1

Wastewater rehabilitations from the Capital Improvements Plan:

- S2 Whispering Lane from Wooddale Drive to Stardust Drive
- S3 Brookdale Drive from Hightower Drive to Ridgecrest
- S4 Summit Ridge Drive from Rufe Snow Drive to Avalon Drive
- S5 Oaklawn Drive from Mickey Drive to McCoy Drive
- S9 Village Park Drive from Greendale Drive to Ridgetop Drive
- S10 Watauga Road from Patsy Lane to Morris Boulevard
- MH Sanitary sewer manhole rehabilitations and repairs

Construction Estimate: \$1,878,000

Project design possibly starting Spring 2021



2019-2020 Water & Wastewater CIP, Group 2

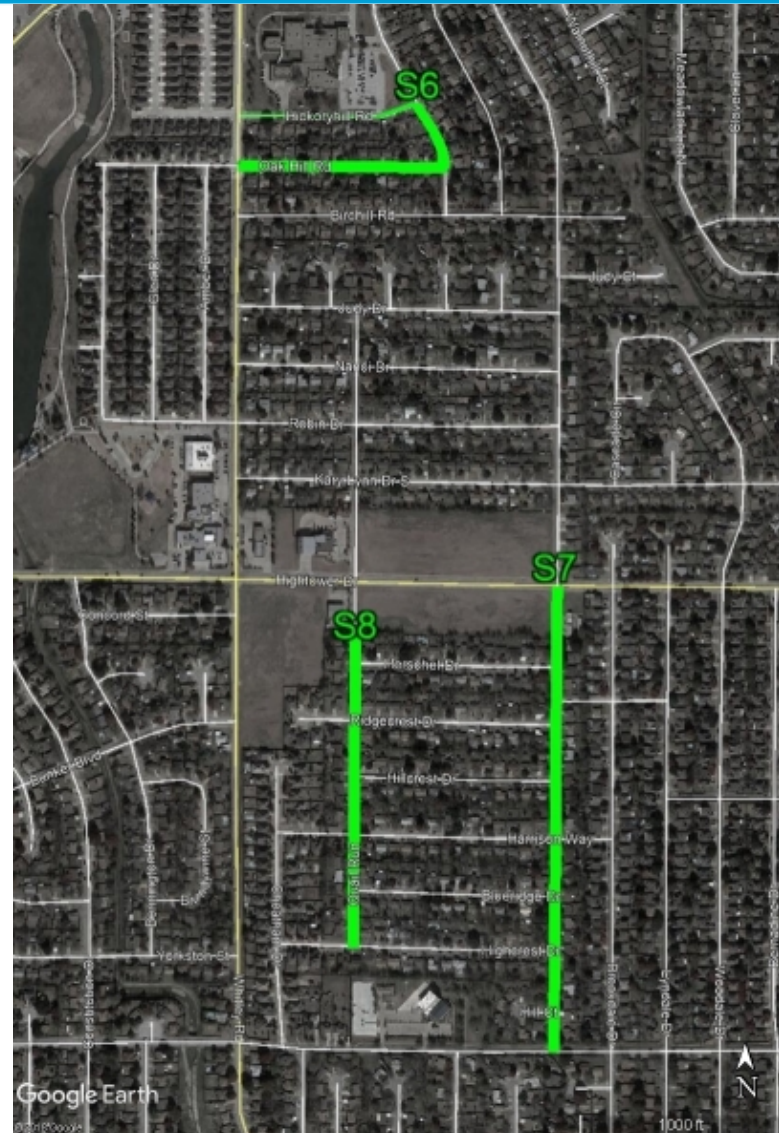
Wastewater rehabilitations from the Capital Improvements Plan:

- S6 Hickoryhill Road and Oakhill Road from Whitley Road to Maplehill Road
- S7 Echo Hill Drive from Hightower Drive to Chapman Road
- S8 Quail Run from Herschel Drive to Highcrest Drive

Construction Estimate: \$2,535,980

Construction plans are 95% complete

Construction will include the Group 3 project



2019-2020 Water & Wastewater CIP, Group 3

Summertime Lane includes a complete reconstruction of the street, storm water drainage system, water main improvements, and sanitary sewer improvements. The new street section shall be concrete paving with 4' wide sidewalks running along both sides of the roadway. Improvements to the paving and storm drain will be included along Route 66 from Summertime Lane to Whispering Lane.

G3 Summertime Lane from Rufe Snow Drive to Carousel Drive

Construction Estimate: \$1,800,000

Construction plans are 95% complete

Construction will be included in the Group 2 project



2019-2020 Water & Wastewater CIP, Group 4

Water main rehabilitations from the Capital Improvements Plan:

- W1 Greenfield Court from cul-de-sac to Greenfield Street
- W7 Melinda Drive from Jackie Terrace to Marigold Drive
- W8 Macarthur Drive from Douglas Drive to Rebecca Lane
- F18 Rufe Snow from Old Mill Circle to Stardust Drive South

Construction Estimate: \$1,362,000

Project design possibly starting Spring 2021



2019-2020 Water & Wastewater CIP, Group 5

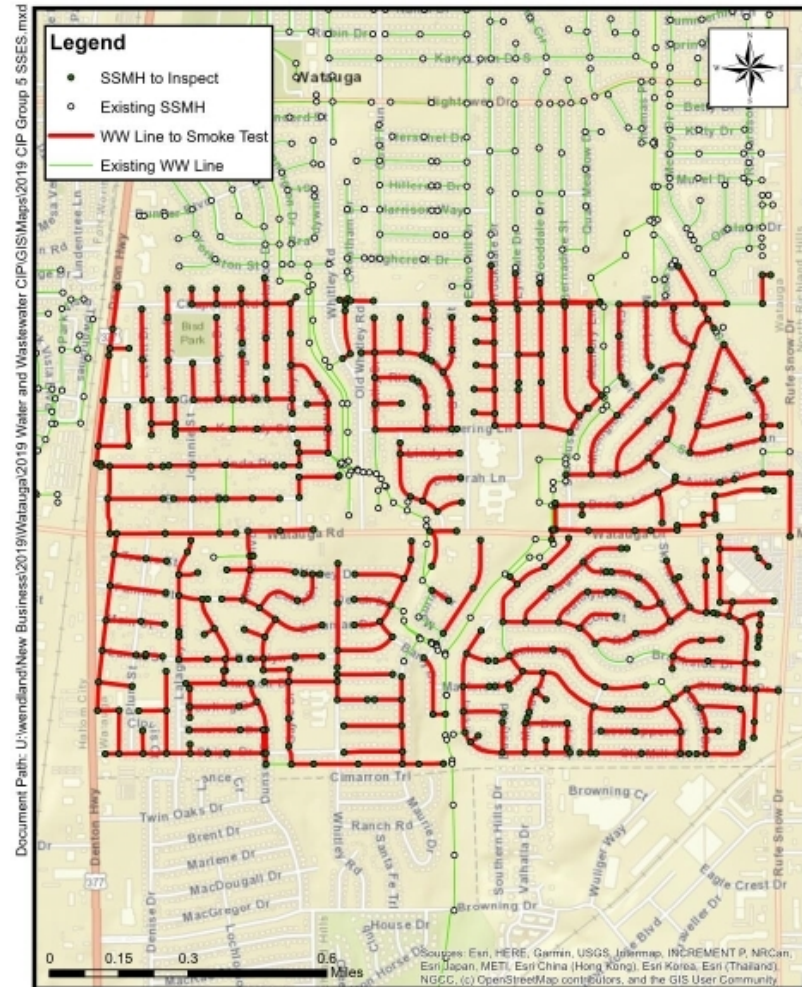
2019 CIP Group 5 SSES Location Map

Sanitary Sewer Evaluation Study

Smoke test up to 142,100 LF of sanitary sewer lines, clean and CCTV up to 28,400 LF of sanitary sewer lines and inspect up to 498 manholes. The limits of work shall be south of Chapman Road and east of Highway 377.

Study Cost: \$290,000

Fieldwork has been completed.
Engineering report is being prepared.



2021 Drainage Master Plan

Limits: Whole City

The Drainage Master Plan will expand on the out-of-date master plan that only included the southern portion of the city. The existing storm drainage system will be evaluated based upon newer drainage criteria. Ordinance revisions.

Engineering start:
March 2021

Estimated Completion
May 2022

Engineering Fee
\$440,000



July 3, 2007 Watauga Road near Watauga Middle School area.

Questions?



**MINUTES
WATAUGA CITY COUNCIL
REGULAR MEETING HELD BY VIDEOCONFERENCE
MONDAY, FEBRUARY 8, 2021
6:30 PM**

CALL TO ORDER

Mayor Miner called the meeting to order 6:31 p.m.

Mayor, Arthur Miner
Council Place 1, Danielle Tucker (Absent without Notice/Oath not taken)
Mayor Pro Tem/Place 2, Tom Snyder
Council Place 3, Lovie Downey
Council Place 4, Andrew Neal
Council Place 5, Juanita King
Council Place 6, Mark Taylor
Council Place 7, Jan Hill

Members of staff present:

Andrea Gardner, City Manager
George Hyde, City Attorney
Lana Ewell, Library Director
Marcia Reyna, Human Resources Director
Sandra Gibson, Finance Director
Paul Hackleman, Public Works Director
Brad Fraley, Information Technology Director
Robert Parker, Police Chief
Shawn Fannan, Fire Chief

INVOCATION

Dennis Hester, Pastor of the First Baptist Church in Watauga provided the invocation.

ANNOUNCEMENTS

Mayor Miner announced he received a letter today from the Texas Municipal Clerks Association. Mayor Miner read the letter announcing the successful completion of the Texas Registered Municipal Clerk certification by Andrea Gardner.

PRESENTATIONS

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

City Manager Gardner provided recognition to Brad Harston for 15 years of Service to the City.

2. Presentation of Proclamations for City of Watauga Businesses celebrating milestone anniversaries during the month of February 2021

Mayor Miner provided proclamations for Chase celebrating 15 years as a Watauga Business, Mattress Firm for celebrating 20 years as a Watauga Business and Starbucks for celebrating 20 years as a Watauga Business.

PUBLIC COMMENT

No requests to speak during the meeting were received and no one was present at the virtual meeting requesting to speak.

PUBLIC TESTIMONY FOR ACTION ITEMS

No requests to speak during the meeting were received and no one was present at the virtual meeting requesting to speak.

CONSENT AGENDA

1. **Consider action to approve the Monthly Financial Report for the period ending December 31, 2020**
2. **Consider action to approve the Quarterly Investment Report for the period ending December 31, 2020**
3. **Consider action to approve update to Watauga Public Library's proposed Interlibrary Loan Policy.**
4. **Consider action on a Resolution authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; providing for repeal; providing a savings clause; providing an effective date**
5. **Consider action to approve the meeting minutes for the Council Workshop held January 25, 2021 and Regular Council Meeting held January 25, 2021**
6. **Consider action to adopt a resolution by the City Council of the City of Watauga, Texas adopting a Succession Planning Program; providing for repeal; providing a savings clause; providing an effective date**

Mayor Miner called for items to be removed from the Consent Agenda. Hearing none, the Mayor called for a motion.

Mayor Pro Tem Snyder made a motion to approve the Consent Agenda Items as presented. Council Member Downey seconded the motion. Mayor called for a vote by show of right hand. Motion Carried 6-0-0-1.

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

PUBLIC HEARINGS / ACTION

- 1. Conduct the first public hearing to receive testimony and comments from members of the public regarding the City's Code of Ordinances, Article IV, Division 2, Section 28, Curfew for Minors**

Mayor Miner opened the Public Hearing at 6:53 p.m.

Chief Robert Parker provided an overview of the agenda item and stated the public hearing was the first of two public hearings required before action.

Council Member Downey inquired about the proposed handling of home school students and virtual learning students by the Police Department. Chief Parker responded that the Police Department doesn't track students and that Officers haven't reported seeing a tremendous number of school-age children out during the day.

Hearing no further discussion, the Mayor closed the Public Hearing at 6:56 p.m.

- 2. Conduct a public hearing and consider action to declare City Council Place 1 vacant on the basis that the candidate elected to the office failed to attend three consecutive regularly scheduled meetings of the City Council without being excused in violation of Section 3.05 of the Watauga City Charter and take action to fill the vacancy as required by the City Charter**

Mayor Miner opened the Public Hearing at 6:57 p.m.

Mr. George Hyde read aloud a Resolution that documents the specific matters related to the item of removal for Place 1.

Mayor Miner called for discussion. Hearing none, he called for a motion. Council Member Hill made a motion to adopt the resolution as read and remove Ms. Tucker from office. Council Member Downey seconded the motion.

The Mayor called for further discussion, hearing none he then called for a vote by show of right hand. Motion carried 6-0-0-1.

The record is to reflect that Place 1 was absent and if present would be ineligible per the Charter to vote on the matter.

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

ACTION ITEMS

- 1. Discuss and consider action to authorize the Watauga Library to provide notice of intent to terminate the interlocal agreement between the City of Watauga and the City of Fort Worth for library services effective September 30, 2021**

Mayor Miner introduced the item and Ms. Lana Ewell provided the staff report. Mayor Miner called for discussion. Council Member Downey requested confirmation from Ms. Ewell that the collection accessible to Library patrons would be adequate with the proposed change. Ms. Ewell confirmed and stated the expectation is that other libraries are likely to join the new group being formed and increase the volume of collection materials available.

Hearing no further discussion, Mayor Miner called for a motion. Council Member Downey made a motion to accept the item as presented. Mayor Pro Tem Snyder seconded the motion. Motion carried 6-0-0-0.

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

- 2. Consider action approving a professional services agreement between the City of Watauga, Texas and Burgess & Niple, Inc. for construction of Park Vista Park**

Mayor Miner introduced the item and Mr. Paul Hackleman provided the staff report. The Mayor called for a motion. Council Member Hill made a motion to approve as presented. Council Member Downey seconded the motion. The Mayor called for discussion and hearing none called for a vote by show of right hand. Motion carried 6-0-0-0.

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

- 3. Discuss and consider action to approve an Ordinance by the City Council of the City of Watauga, Texas calling for a Special Election to be held in said city on the 1st day of May 2021, for the election to fill a vacancy that exists in the unexpired term of City Council Member Place 1; providing for a joint election agreement with Tarrant County; setting the date, place and time of said election; and other provisions otherwise incidental to such ordinance in accordance with the Texas Election Laws and Articles III And IV of the City of Watauga Home Rule Charter; providing that all ordinances**

in conflict herewith are hereby repealed to the extent that they are in conflict; providing a savings clause, providing an effective date

Mayor Miner introduced the item and Mr. George Hyde provided the background for the item. The Mayor called for a motion. Council Member Hill made a motion to approve the item. Mayor Pro Tem Snyder seconded the motion. The Mayor called for discussion and hearing none, called for a vote by show of right hand. Motion carried 6-0-0-0.

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

4. Discuss and consider action on WEDC Board appointments

Mayor Miner introduced the item and provided a recommendation to the Council to appoint Ms. Malissa Minucci to Place 4 on the WEDC for the unexpired term ending August 2022. The Mayor called for a motion. Council Member Downey made a motion to approve the appointment of Ms. Minucci for the unexpired term ending August 2022. Council Member King seconded the motion.

The Mayor called for discussion, hearing none, he called for a vote by show of right hand. Motion carried 6-0-0-0.

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

5. Discuss and consider action to require Planning & Zoning and Zoning Board of Adjustment members to attend the February 2021 Land Use Fundamentals Workshop provided by City Hall Essentials, LLC

Mayor Miner introduced the item and provided his request to require the P&Z and ZBA members to attend the February 2021 Land Use training. The Mayor called for a motion. Council Member Downey made a motion to approve as presented. Council Member King seconded the motion.

Discussion occurred between members of the Council, Ms. Gardner, Mr. Hyde and the Mayor regarding allowing for an alternate training option should the members be unable to attend on short notice, making the training mandatory and requiring completion by year end.

Council Member Downey agreed to a friendly amendment of the motion to

include that the training be mandatory, allow for an alternate/substitute training and require the training be completed prior to calendar year end. Council Member King agreed to second the friendly amendment. The Mayor called for a vote by show of right hand. Motion carried 6-0-0-0.

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

6. Discuss and consider action to adopt a Resolution by the City Council of the City of Watauga, Texas amending Policy 8.03 Sick Leave in the Personnel, Administration and Financial Policies and Procedures Manual regarding the Well Pay Incentive Program; providing for repeal; providing for severability; providing an effective date

Mayor Miner introduced the item and Ms. Marcia Reyna provided the staff report. Mayor Miner called for a motion. Mayor Pro Tem Snyder made a motion to approve the item as presented. Council Member Neal seconded the motion. Hearing no discussion, the Mayor called for a vote. Motion carried 6-0-0-0.

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

7. Discuss and consider action to authorize the City Manager to provide notification to the Texas Department of Housing and Community Affairs (TDHCA) of the City's intent to submit an application under the Texas Emergency Mortgage Assistance Program (TEMAP)

Mayor Miner introduced the item and Ms. Gardner provided the staff report.

Council Member Downey asked Ms. Gardner if the item would return to Council prior to actual submission of an application. Ms. Gardner confirmed a future item would be presented.

Mayor Miner inquired about specifics of the program. Ms. Gardner responded program specifics are to be provided during a webinar scheduled for the immediate future and answer will be available after that webinar.

Mayor Miner called for a motion. Council Member Downey made a motion to authorize the City Manager to submit letter/notice of intent. Mayor Pro Tem Snyder seconded the motion. Hearing no further discussion, the Mayor called for

a vote by show of right hand. Motion carried 6-0-0-0.

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

ITEMS FOR FUTURE CITY COUNCIL MEETINGS

Council Member Taylor requested an item to discuss changes to the Council Rules of Procedure related to Council Member absences/attendance and training. Mayor Miner provided the second for the request.

EXECUTIVE SESSION

Mayor Miner introduced Executive Session Item 1 only.

1. **§ 551.071 and .074, to deliberate upon and seek necessary legal advice regarding the annual performance evaluation of Andrea Gardner, City Manager**
2. **§ 551.071 to deliberate upon and seek necessary legal advice from the City Attorney regarding Public Hearing / Action Item 2, regarding declaring a vacancy and related local and state law, if necessary**

Mayor Miner recessed the Regular Meeting and convened in executive session at 7:51 p.m.

RECONVENE

Mayor Miner reconvened the regular meeting in open session at 8:58 p.m. and announced there was no action to be taken on Executive Session Item 1.

ITEMS OF EXECUTIVE SESSION DELIBERATION

None.

ADJOURNMENT

Mayor Miner adjourned the meeting at 8:58 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: February 9, 2021

TO: Honorable City Council Members

FROM: Raquel Guajardo, Deputy City Secretary

SUBJECT: Consider action to approve the continuation of a Massage Establishment Permit for Magic 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.

Magic Massage located at 6651 Watauga Rd., Suite 109 is 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 establishment.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Magic Massage Renewal 2021



AGENDA MEMORANDUM

REVIEWED BY:

Andrea Gardner, City Manager

Karrie Marling, Legal

George Hyde, Legal

Andrea Gardner, City Manager

Approved as to form for inclusion on Agenda

Approved - 2/18/2021

Approved - 2/18/2021

Approved - 2/18/2021

Final Approval - 2/19/2021



AGENDA MEMORANDUM

DATE: February 8, 2021

TO: Honorable City Council Members

FROM: Robert Parker, Chief of Police

THROUGH: Andrea Gardner, City Manager

SUBJECT: Conduct the second of two public hearings to receive testimony and comments from members of the public regarding the City's Code of Ordinances, Article IV, Division 2, Section 28, Curfew for Minors, and consider any action necessary to continue the ordinance for three more years.

BACKGROUND/INFORMATION:

In 1993 the City Council adopted an ordinance establishing a curfew for minors.

The City Council adopted an ordinance continuing a curfew for minors each three year cycle, by operation of law. On March 26, 2018 , the City Council renewed the ordinance for three years.

Section 370.002 of the Texas Local Government Code requires that a home rule municipality before the third year anniversary of the date of adoption of a juvenile curfew ordinance and every three years thereafter; (1) review the ordinance or its effects on the community and on the problems the ordinance was intended to remedy; (2) conduct public hearings on the need to continue the curfew ordinance; and (3) abolish, continue, or modify the ordinance.

The Watauga Police Department, as well as police departments around the country, has found that a curfew ordinance for minors has been a very valuable tool for law enforcement that has had an effect on crime, the safety of minors, and the general public. This ordinance allows law enforcement to stop and talk with minors found in public places during the hours the curfew is in effect. Additionally, if it is found that the minor is in violation, the ordinance provides for the authority to take corrective action. The ordinance also places a responsibility on parents/guardians to be aware of where their children are.

This is the second of two public hearings on this ordinance. The proposed ordinance is the same as the current ordinance in place and is attached. The current ordinance will expire on March 25, 2021, unless continued by a vote of the City Council.



AGENDA MEMORANDUM

For the calendar year of 2020, a total of 8 citations were issued by officers for violation of this ordinance with 2 violations in each year 2019 and 2018.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council conduct the required public hearing on Ordinance No. 2021-010 and take action to approve the continuation of the curfew ordinance for three more years.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. ORD 1656 Approved 3.26.18
2. ORD 659 Approved 12.27.93
3. Curfew 2021 Ordinance

REVIEWED BY:

Karrie Marling, Legal

George Hyde, Legal

Andrea Gardner, City Manager

Approved as to form for inclusion on Agenda

Approved - 2/18/2021

Approved - 2/18/2021

Final Approval - 2/18/2021

CITY OF WATAUGA, TEXAS
ORDINANCE NO. 1656

AN ORDINANCE AMENDING CHAPTER 28, ARTICLE IV, DIVISION 2 OF THE CODE OF ORDINANCES FOR THE CITY OF WATAUGA, TITLED CURFEW; DEFINING TERMS; CREATING OFFENSES FOR MINORS, PARENTS AND GUARDIANS OF MINORS, AND BUSINESS ESTABLISHMENTS VIOLATING CURFEW REGULATIONS; PROVIDING DEFENSES; PROVIDING FOR ENFORCEMENT BY THE WATAUGA POLICE DEPARTMENT; PROVIDING FOR WAIVER BY THE MUNICIPAL COURT OF JURISDICTION OVER MINORS WHEN REQUIRED UNDER THE TEXAS FAMILY CODE; PROVIDING A PENALTY NOT TO EXCEED A FINE IN THE AMOUNT OF \$500.00; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Watauga recognizes the need to address juvenile violence, juvenile gang activity, and crime by persons under the age of seventeen (17) in the City of Watauga and surrounding communities; and

WHEREAS, persons under the age of seventeen (17) are particularly susceptible by their lack of maturity and experience to participate in unlawful and gang related activity and to be victims of other perpetrators of crimes; and

WHEREAS, the City Council of the City of Watauga recognizes an obligation to provide for the protection of minors from each other and other persons, for the enforcement of parental control over and responsibility for children, for the protection of the general public, and for the reduction of the incidence of juvenile criminal activities; and

WHEREAS, a continued curfew for those under the age of seventeen (17) will be in the best interest of the public health, safety and general welfare, and will help to attain the foregoing objectives and to diminish the undesirable impact of such conduct on all citizens of the City of Watauga.

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

I.

Chapter 28, Article IV, Division 2 of the Code of Ordinances for the City of Watauga is amended to read as follows:

Division 2. Curfew

Sec. 28-118 Definitions

Curfew hours:

- (1) 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 a.m. of the following day; and
- (2) 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday.
- (3) Normal operating hours of private and public schools in the state.

Emergency: An unforeseen combination of circumstances or the resulting state that calls for immediate action. This term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any other situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment: Any privately owned place of business operated for a profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.

Guardian:

- (1) Any person who, under court order, is the guardian of the person of a minor; or
- (2) A public or private agency with whom the minor has been placed by the court.

Minor: Any person under 17 years of age.

Operator: Any individual, firm, association, partnership, or corporation operating, managing or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

Parent: A person who is:

- (1) A natural parent, an adoptive parent, or stepparent of another person; or
- (2) At least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.

The term "parent" does not include a person as to whom the parent-child relationship has been terminated or a person not entitled to possession of or access to a child under a court order.

Remain:

- (1) To linger or stay; or
- (2) To fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

Serious bodily injury: Bodily injury that creates a substantial risk of death or cause of death, serious permanent disfigurement, or protracted loss or impairment of the function of a bodily member or organ.

Sec. 28-119 Penalty; referral of minor to juvenile services

(a) A person who violates a provision of this Ordinance shall be guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine in accordance with the general penalty provisions found in Section 1-7.

(b) When required by Section 51.08 of the Texas Family Code, as now or hereafter amended, the municipal court shall waive original jurisdiction over a minor who violates Section 28-122 and shall refer the minor to the county juvenile services.

Sec. 28-120 Review of regulations

The City Council shall review the necessity for these provisions and regulations not less than every thirty-six (36) months at a public hearing convened for that purpose. The public hearing shall address the effect of the ordinance on the community and any problems or issues with implementation and enforcement.

Sec. 28-121 Enforcement

Before taking any enforcement action under this division, a police officer shall ask the apparent offender's age and reason for being in a public place. The officer shall not issue a citation or make an arrest under this division unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in section 28-123 is present.

Sec 28-122 Offenses

(a) It shall be unlawful for any minor to knowingly remain, walk, run, or stand, or operate or ride in any motor vehicle or on any bicycle, in or upon any public place or on the premises of any establishment within the city during curfew hours.

(b) It shall be unlawful for the parent or guardian of a minor to knowingly permit, or by insufficient control allow, a minor to remain in or upon any public place or on the premises of any establishment within the city during curfew hours.

(c) It shall be unlawful for the owner, operator, or any employee of an establishment to knowingly allow a minor to remain upon the premises of an establishment during curfew hours.

Sec. 28-123 Defenses

(a) It is a defense to prosecution under Section 28-122(b) that the minor was:

- (1) Accompanied by the minor's parent or guardian;
- (2) On an errand at the direction of a minor's parent or guardian;
- (3) In a motor vehicle involved in interstate travel;
- (4) Engaged in a lawful employment activity, going directly to the employment activity, or returning directly to the minor's residence from the employment activity;
- (5) Involved in an emergency;
- (6) On the sidewalk abutting the minor's permanent residence;
- (7) Attending an official school, religious or other recreational activity supervised by adults and sponsored by the City, a civic organization, or other similar entity that takes responsibility for the minor, or going to or returning home from, without detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the City, a civic organization, or similar entity that takes responsibility for a minor;
- (8) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly, after delivery, before exercising such rights on the streets after curfew, of written notice signed by the minor, and a parent when practicable, to the city police department specifying when, where and in what manner said minor will be on the streets; or during curfew time exercising a First Amendment right specified in the communication;

- (9) Married or had been married or had disabilities of a minor removed in accordance with Texas Family Code Chapter 31

(b) It is a defense to prosecution under Section 28-122(c) that the owner, operator, or employee of an establishment promptly notified the city police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

(c) It is a defense to prosecution under Section 28-122 that the minor had been directed by his or her parent or guardian to engage in a specific activity or to carry out expressed instructions, during the time that the minor is actually engaged in fulfilling those directions or responsibilities.

II.

The City Council shall review the necessity for this Ordinance not less than every thirty six (36) months at a public hearing convened for that purpose. The public hearing shall address the effect of the Ordinance on the community and the problems with implementation and enforcement.

III.

All Ordinances, or portions thereof, of the City of Watauga in conflict with the provisions of this Ordinance, to the extent that such are in conflict, are hereby repealed. To the extent that such Ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

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, which shall remain in full force and effect.

V.

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

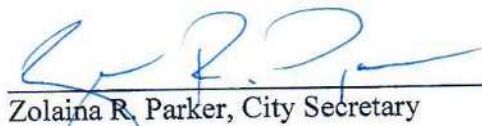
PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this the 26th day of March 2018.

Approved:

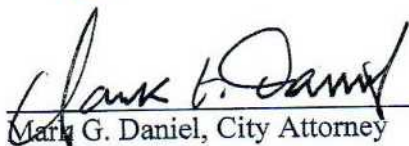


Mayor Pro Tem Patrick Shelbourne

Attest:


Zolaina R. Parker, City Secretary

Approved as to form and legality:


Mark G. Daniel, City Attorney

ORDINANCE NO. 659
CITY OF WATAUGA

AN ORDINANCE AMENDING CHAPTER 1, SECTION 16, OF THE CODE OF ORDINANCES FOR THE CITY OF WATAUGA; DEFINING TERMS; CREATING OFFENSES FOR MINORS, PARENTS AND GUARDIANS OF MINORS, AND BUSINESS ESTABLISHMENTS VIOLATING CURFEW REGULATIONS; PROVIDING DEFENSES; PROVIDING FOR ENFORCEMENT BY THE WATAUGA DEPARTMENT OF PUBLIC SAFETY; PROVIDING FOR WAIVER BY THE MUNICIPAL COURT OF JURISDICTION OVER MINORS WHEN REQUIRED UNDER THE TEXAS FAMILY CODE; PROVIDING FOR REVIEW OF THIS ORDINANCE WITHIN SIX MONTHS AFTER THE DATE OF INITIAL ENFORCEMENT; PROVIDING A PENALTY NOT TO EXCEED A FINE IN THE AMOUNT OF \$500.00; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Watauga recognizes a substantial increase in juvenile violence, juvenile gang activity, and crime by persons under the age of seventeen (17) in the City of Watauga and surrounding communities; and

WHEREAS, persons under the age of seventeen (17) are particularly susceptible by their lack of maturity and experience to participate in unlawful and gang related activity and to be victims of other perpetrators of crimes; and

WHEREAS, the City Council of the City of Watauga recognizes an obligation to provide for the protection of minors from each other and other persons, for the enforcement of parental control over and responsibility for children, for the protection of the general public,

and for the reduction of the incidence of juvenile criminal activities; and

WHEREAS, a curfew for those under the age of seventeen (17) will be in the best interest of the public health, safety and general welfare and will help to attain the foregoing objectives and to diminish the undesirable impact of such conduct on all citizens of the City of Watauga.

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

I.

Chapter 1, Section 16 of the Code of Ordinances for the City of Watauga is amended to read as follows:

SECTION 16. CURFEW HOURS FOR MINORS.

(a) Definitions. In this section

(1) CURFEW HOURS mean:

(A) 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 a.m. of the following day; and

(B) 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday.

(2) EMERGENCY means an unforeseen combination of circumstances or the resulting state that calls for immediate action. This term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any other situation requiring immediate action to prevent serious bodily injury or loss of life.

(3) ESTABLISHMENT means any privately-owned place of business operated for a profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.

(4) GUARDIAN means:

(A) any person who, under court order, is the guardian of the person of a minor; or

(B) a public or private agency with whom the minor has been placed by the court.

(5) MINOR means any person under 17 years of age.

(6) OPERATOR means any individual, firm, association, partnership, or corporation operating, managing or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

(7) PARENT means a person who is:

(A) a natural parent, an adoptive parent, or step-parent of another person; or

(B) at least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.

(8) REMAIN means to:

(A) linger or stay; or

(B) fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

(10) SERIOUS BODILY INJURY means bodily injury that creates a substantial risk of death or cause of death, serious permanent disfigurement, or protracted loss or impairment of the function of a bodily member or organ.

(b) Offenses.

(1) A minor commits an offense if he remains in any public place or on the premises of any establishment within the city during curfew hours.

(2) A parent or guardian of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.

(3) The owner, operator, or any employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

(c) Defenses.

(1) It is a defense to prosecution under Subsection (b) that the minor was:

(A) accompanied by the minor's parent or guardian;

(B) on an errand at the direction of a minor's parent or guardian, without any detour or stop;

(C) in a motor vehicle involved in interstate travel;

(D) engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;

(E) involved in an emergency;

(F) on the sidewalk abutting the minor's residence or abutting the residence of a next door neighbor if the neighbor did not complain to the Watauga Department of Public Safety about the minors's presence;

(G) attending an official school, religious or other recreational activity supervised by adults and sponsored by the City of Watauga, a civic organization, or other similar entity that takes responsibility for the minor, or going or returning home from, without detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the City of Watauga, a civic organization, or similar entity that takes responsibility for a minor;

(H) exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly after delivery, before exercising such rights on the streets after curfew, written notice signed by

the minor, and a parent when practicable, to the City of Watauga Department of Public Safety specifying when, where and in what manner said minor will be on the streets; or during curfew time exercising a First Amendment right specified in the communication.

(I) married or had been married or had disabilities of a minor removed in accordance with Chapter 31 of the Texas Family Code.

(2) It is a defense to prosecution under Subsection (b)(3) that the owner, operator, or employee of an establishment promptly notified the Watauga Department of Public Safety that a minor was present on the premises of the establishment during curfew hours and refused to leave.

(d) Enforcement.

Before taking any enforcement action under this section, a police officer shall ask the apparent offender's age and reason for being in a public place. The officer shall not issue a citation or make an arrest under this section unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in Subsection (c) is present.

(e) Penalties.

(1) A person who violates a provision of this ordinance is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00.

(2) When required by Section 51.08 of the Texas Family Code, as now or hereafter amended, the municipal court shall waive original jurisdiction over a minor who violates Subsection (b)(1) of this section and shall refer the minor to juvenile court of Tarrant County.

II.

Within six months after the initial enforcement of this ordinance, the City Manager shall review this ordinance and report and make recommendations to the City Council concerning the effectiveness and the continuing need for the ordinance. The City Manager's report shall

specifically include the following information:

(A) the practical aspects of enforcing the ordinance and any problems with enforcement identified by the Watauga Department of Public Safety;

(B) the impact of the ordinance on crime statistics;

(C) the number of persons successfully prosecuted for violation of the ordinance; and

(D) the net cost to the City for the enforcement of the ordinance.

III.

All Ordinances, or portions thereof, of the City of Watauga in conflict with the provisions of this Ordinance, to the extent that such are in conflict, are hereby repealed. To the extent that such Ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

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 which shall remain in full force and effect.

V.

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

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this

27th day of December, 1993.

APPROVED:



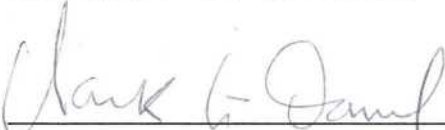
A.W. GIRTMAN, Mayor

ATTEST:



NANCY J. MEADOWS, City Secretary

APPROVED AS TO FORM:



MARK G. DANIEL, City Attorney

CITY OF WATAUGA, TEXAS
ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 28, ARTICLE IV, DIVISION 2 OF THE CODE OF ORDINANCES FOR THE CITY OF WATAUGA, TITLED CURFEW; DEFINING TERMS; CREATING OFFENSES FOR MINORS, PARENTS AND GUARDIANS OF MINORS, AND BUSINESS ESTABLISHMENTS VIOLATING CURFEW REGULATIONS; PROVIDING DEFENSES; PROVIDING FOR ENFORCEMENT BY THE WATAUGA POLICE DEPARTMENT; PROVIDING FOR WAIVER BY THE MUNICIPAL COURT OF JURISDICTION OVER MINORS WHEN REQUIRED UNDER THE TEXAS FAMILY CODE; PROVIDING A PENALTY NOT TO EXCEED A FINE IN THE AMOUNT OF \$500.00; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Watauga recognizes the need to address juvenile violence, juvenile gang activity, and crime by persons under the age of seventeen (17) in the City of Watauga and surrounding communities; and

WHEREAS, persons under the age of seventeen (17) are particularly susceptible by their lack of maturity and experience to participate in unlawful and gang related activity and to be victims of other perpetrators of crimes; and

WHEREAS, the City Council of the City of Watauga recognizes an obligation to provide for the protection of minors from each other and other persons, for the enforcement of parental control over and responsibility for children, for the protection of the general public, and for the reduction of the incidence of juvenile criminal activities; and

WHEREAS, a continued curfew for those under the age of seventeen (17) will be in the best interest of the public health, safety and general welfare, and will help to attain the foregoing objectives and to diminish the undesirable impact of such conduct on all citizens of the City of Watauga.

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

I.

Chapter 28, Article IV, Division 2 of the Code of Ordinances for the City of Watauga is amended to read as follows:

Division 2. Curfew

Sec. 28-118 Definitions

In this division:

Curfew hours:

- (1) 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 a.m. of the following day; and
- (2) 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday.
- (3) Normal operating hours of private and public schools in the state.

Emergency: An unforeseen combination of circumstances or the resulting state that calls for immediate action. This term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any other situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment: Any privately owned place of business operated for a profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.

Guardian:

- (1) Any person who, under court order, is the guardian of the person of a minor; or
- (2) A public or private agency with whom the minor has been placed by the court.

Minor: Any person under 17 years of age.

Operator: Any individual, firm, association, partnership, or corporation operating, managing or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

Parent: A person who is:

- (1) A natural parent, an adoptive parent, or stepparent of another person; or
- (2) At least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.

The term “parent” does not include a person as to whom the parent-child relationship has been terminated or a person not entitled to possession of or access to a child under a court order.

Remain: To:

- (1) Linger or stay; or
- (2) Fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

Serious bodily injury: Bodily injury that creates a substantial risk of death or cause of death, serious permanent disfigurement, or protracted loss or impairment of the function of a bodily member or organ.

Sec. 28-119 Penalty; referral of minor to juvenile services

- (a) A person who violates a provision of this division is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine in accordance with the general penalty provision found in Section 1-7.
- (b) When required by Section 51.08 of the Texas Family Code, as now or hereafter amended, the municipal court shall waive original jurisdiction over a minor who violates Section 28-122 and shall refer the minor to the county juvenile services.

Sec. 28-120 Review of regulations

The City Council shall review the necessity for this division not less than every thirty-six (36) months at a public hearing convened for that purpose. The public hearing shall address the effect of the ordinance adopted in this division on the community and the problems with implementation and enforcement.

Sec. 28-121 Enforcement

Before taking any enforcement action under this division, a police officer shall ask the apparent offender's age and reason for being in a public place. The officer shall not issue a citation or make an arrest under this division unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in section 28-123 is present.

Sec 28-122 Offenses

- (a) It shall be unlawful for any minor to knowingly remain, walk, run, or stand, or operate or ride in any motor vehicle or on any bicycle, in or upon any public place or on the premises of any establishment within the city during curfew hours.
- (b) It shall be unlawful for the parent or guardian of a minor to knowingly permit, or by insufficient control allow, a minor to remain in or upon any public place or on the premises of any establishment within the city during curfew hours.

(c) It shall be unlawful for the owner, operator, or any employee of an establishment to knowingly allow a minor to remain upon the premises of an establishment during curfew hours.

Sec. 28-123 Defenses

(a) It is a defense to prosecution under section 28-122(b) that the minor was:

- (1) Accompanied by the minor's parent or guardian;
- (2) On an errand at the direction of a minor's parent or guardian;
- (3) In a motor vehicle involved in interstate travel;
- (4) Engaged in a lawful employment activity, going directly to the employment activity, or returning directly to the minor's residence from the employment activity;
- (5) Involved in an emergency;
- (6) On the sidewalk abutting the minor's permanent residence;
- (7) Attending an official school, religious or other recreational activity supervised by adults and sponsored by the city, a civic organization, or other similar entity that takes responsibility for the minor, or going to or returning home from, without detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the city, a civic organization, or similar entity that takes responsibility for a minor;
- (8) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly, after delivery, before exercising such rights on the streets after curfew, of written notice signed by the minor, and a parent when practicable, to the city police department specifying when, where and in what manner said minor will be on the streets; or during curfew time exercising a First Amendment right specified in the communication;
- (9) Married or had been married or had disabilities of a minor removed in accordance with V.T.C.A., Family Code chapter 31

(b) It is a defense to prosecution under section 28-122(c) that the owner, operator, or employee of an establishment promptly notified the city police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

(c) It is a defense to prosecution under section 28-122 that the minor had been directed by his or her parent or guardian to engage in a specific activity or to carry out expressed instructions, during the time that the minor is actually engaged in fulfilling those directions or responsibilities.

II.

The City Council shall review the necessity for this Ordinance not less than every thirty-six (36) months at a public hearing convened for that purpose. The public hearing shall address the effect of the Ordinance on the community and the problems with implementation and enforcement.

III.

All Ordinances, or portions thereof, of the City of Watauga in conflict with the provisions of this Ordinance, to the extent that such are in conflict, are hereby repealed. To the extent that such Ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

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, which shall remain in full force and effect.

V.

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

(INTENTIONALLY LEFT BLANK)

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

APPROVED:

ARTHUR L. MINER, MAYOR

ATTEST:

ANDREA GARDNER, TRMC
CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

GEORGE HYDE, CITY ATTORNEY
Russell Rodriguez Hyde & Bullock LLP



AGENDA MEMORANDUM

DATE: February 2, 2021

TO: Honorable City Council Members

FROM: Robert Parker, Chief of Police

SUBJECT: Discuss and consider action for the approval of the Watauga Police Department Annual Contact Report for submission to the Texas Commission on Law Enforcement.

BACKGROUND/INFORMATION:

The Watauga Police Department has complied with Article 2.132 of the Texas Code of Criminal Procedure (CCP), Law Enforcement Policy on Racial Profiling as required. The Watauga Police Department is required to submit a report of vehicle stop and search data by race of the operator prior to March 1st of each year for the previous calendar year. The attached report is a compilation of the required data. No concerns are identified in this report.

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

Respectfully recommend that the report be approved for submission to the Texas Commission on Law Enforcement.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. 2020 Annual Contact Report

REVIEWED BY:

Robert Parker, Chief of Police

Karrie Marling, Legal

George Hyde, Legal

Andrea Gardner, City Manager

Approved as to form for inclusion on Agenda

Approved - 2/2/2021

Approved - 2/17/2021

Approved - 2/18/2021

Final Approval - 2/18/2021

Racial Profiling Report | Full report

Agency Name: City of Watauga Police Department

Reporting Date: 02/01/2021

TCOLE Agency Number: 439231

Chief Administrator: Robert W Parker

Agency Contact Information: Kimberly Bruns –Records Supervisor

Phone: 817-514-5876

Email: KBruns@WataugaTX.org

Mailing Address:

7101 Whitley Road

Watauga TX 76148

This Agency filed a full report

The Watauga Police Department has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the Watauga Police Department from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the Watauga Police Department if the individual believes that a peace officer employed by the Watauga Police Department has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the Watauga Police Department who, after an investigation, is shown to have engaged in racial profiling in violation of the Watauga Police Department's policy;
- 6) requires collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;

- c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
- a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The Watauga Police Department has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Robert W Parker

Chief Administrator



Date: 2/2/2021

Total stops: 6,431

Street address or approximate location of the stop

City street: 5,551

US highway: 775

State highway: 22

County road: 0

Private property or other: 83

Was race or ethnicity known prior to stop?

Yes: 146

No: 6,258

Race or ethnicity

Alaska Native/American Indian: 56

Asian/Pacific Islander: 126

Black: 1,006

White: 4,631

Hispanic/Latino: 612

Gender

Female:

Total 2,835

Alaska Native/American Indian 19

Asian/Pacific Islander 51

Black 428

White 2,119

Hispanic/Latino 218

Male:

Total 3,596

Alaska Native/American Indian 37

Asian/Pacific Islander 75

Black 578

White 2,512

Hispanic/Latino 394

Reason for stop?

Violation of law:

Total 203

Alaska Native/American Indian 0

Asian/Pacific Islander 2

Black 36

White 135 Hispanic/Latino 30

Pre-existing knowledge:

Total 72

Alaska Native/American Indian 0

Asian/Pacific Islander 1

Black 10

White 72 Hispanic/Latino 13

Moving traffic violation:

Total 5,197

Alaska Native/American Indian 36

Asian/Pacific Islander 105

Black 774

White 3,802 Hispanic/Latino 480

Vehicle traffic violation:

Total 959

Alaska Native/American Indian 20

Asian/Pacific Islander 18

Black 186

White 646 Hispanic/Latino 89

Was a search conducted?

Yes:

Total 199

Alaska Native/American Indian 1

Asian/Pacific Islander 1

Black 42

White 121 Hispanic/Latino 34

No:

Total 6,232

Alaska Native/American Indian 55

Asian/Pacific Islander 125

Black 964

White 4,510 Hispanic/Latino 578

Reason for Search?

Consent:

Total 60

Alaska Native/American Indian 0

Asian/Pacific Islander 0

Black 12

White 39 Hispanic/Latino 9

Contraband:

Total 10

Alaska Native/American Indian 0

Asian/Pacific Islander 0

Black 3

White 6 Hispanic/Latino 1

Probable cause:

Total 103

Alaska Native/American Indian 1

White 57

Hispanic/Latino 18

Asian/Pacific Islander 1

Black 26

Inventory:

Total 7

Alaska Native/American Indian 0

White 4

Hispanic/Latino 2

Asian/Pacific Islander 0

Black 1

Incident to arrest:

Total 19

Alaska Native/American Indian 0

White 15

Hispanic/Latino 4

Asian/Pacific Islander 0

Black 0

Was Contraband discovered?

Yes:

Total 109

Alaska Native/American Indian 1

Asian/Pacific Islander 0

Black 23

White 62

Hispanic/Latino 23

Did the finding result in arrest (total should equal previous column)?

Yes 1 No 0

Yes 0 No 0

Yes 23 No 0

Yes 45 No 17

Yes 15 No 8

No:

Total 90

Alaska Native/American Indian 0

White 59

Hispanic/Latino 11

Asian/Pacific Islander 1

Black 19

Description of contraband

Drugs:

Total 80

Alaska Native/American Indian 1

White 43

Hispanic/Latino 16

Asian/Pacific Islander 0

Black 20

Currency:

Total: 0

Alaska Native/American Indian 0

Asian/Pacific Islander 0 Black 0

White 0

Hispanic/Latino 0

Weapons:

Total 0

Alaska Native/American Indian 0

Asian/Pacific Islander 0

Black 0

White 0

Hispanic/Latino 0

Alcohol:

Total 17

Alaska Native/American Indian 0

Asian/Pacific Islander 0

Black 1

White 9

Hispanic/Latino 7

Stolen property:

Total 1

Alaska Native/American Indian 0

Asian/Pacific Islander 0

Black 0

White 1

Hispanic/Latino 0

Other:

Total 18

Alaska Native/American Indian 0

Asian/Pacific Islander 0

Black 3

White 12

Hispanic/Latino 3

Result of the stop

Verbal warning:

Total 3

Alaska Native/American Indian 0

Asian/Pacific Islander 0

Black 0

White 1

Hispanic/Latino 2

Written warning:

Total 2,423

Alaska Native/American Indian 29

Asian/Pacific Islander 59

Black 397

White 1,689

Hispanic/Latino 249

Citation:

Total 3,965

Alaska Native/American Indian 27
White 2,913 Hispanic/Latino 352

Asian/Pacific Islander 67

Black 606

Written warning and arrest:

Total 0

Alaska Native/American Indian 0
White 0 Hispanic/Latino 0

Asian/Pacific Islander 0

Black 0

Citation and arrest:

Total 40

Alaska Native/American Indian 0
White 28 Hispanic/Latino 9

Asian/Pacific Islander 0

Black 3

Arrest:

Total 0

Alaska Native/American Indian 0
White 0 Hispanic/Latino 0

Asian/Pacific Islander 0

Black 0

Arrest based on

Violation of Penal Code: Total 23

Alaska Native/American Indian 0
White 19 Hispanic/Latino 4

Asian/Pacific Islander 0

Black 0

Violation of Traffic Law: Total 5

Alaska Native/American Indian 0
White 4 Hispanic/Latino 1

Asian/Pacific Islander 0

Black 0

Violation of City Ordinance: Total 0

Alaska Native/American Indian 0
White 0 Hispanic/Latino 0

Asian/Pacific Islander 0

Black 0

Outstanding Warrant: Total 12

Alaska Native/American Indian 0
White 5 Hispanic/Latino 4

Asian/Pacific Islander 0

Black 3

Was physical force resulting in bodily injury used during stop

Yes: 2

Total 2

Alaska Native/American Indian 0

Asian/Pacific Islander 0

Black 0

White 2

Hispanic/Latino 0

No:

Total 6,429

Alaska Native/American Indian 56

Asian/Pacific Islander 126

Black 1,006

White 4,629

Hispanic/Latino 612

Number of complaints of racial profiling

Total 0

Resulted in disciplinary action 0

Did not result in disciplinary action 0

Submitted electronically to the



The Texas Commission on Law Enforcement



AGENDA MEMORANDUM

DATE: February 3, 2021

TO: Honorable City Council Members

FROM: Andrea Gardner, City Manager

THROUGH:

SUBJECT: Discuss and consider action to approve the Ordinance Review Schedule for FY 2021

BACKGROUND/INFORMATION:

In October 2019, the City Council adopted the FY 2020-2030 Strategic Plan for the City of Watauga. A planning initiative included in the approved plan was to complete ordinance rewrites within five years. An Ordinance Review Schedule for year one was approved by Council in March 2020 followed by a budget amendment. Year two is attached for Council review and consideration and the funds for the project were already approved by Council in the FY 2021 Proposed Budget.

The year one schedule includes the rewrite of Chapter 115, Zoning. Chapter 115 is critical to the completion of the Update to the City's Comprehensive Plan as it serves as step 2 of that update process.

FINANCIAL IMPLICATIONS:

The estimated legal fees to complete revisions to Chapters 2, 4 and 115 is \$50,000. Additionally, codification fees will also need to be included. Funds totaling \$25,000 are included in the FY 2021 and should be sufficient to cover the expenses that are likely to be incurred prior to September 30, 2021.

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council review and approve the proposed Ordinance Review Schedule for FY 2021.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Review Schedule for FY 2020
2. Strategic Planning 2021-2031 FINAL100120
3. 2021.01.25 Municipal Code Legal Update Schedule

REVIEWED BY:

Karrie Marling, Legal

Approved - 2/17/2021



AGENDA MEMORANDUM

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

Approved - 2/18/2021
Approved - 2/18/2021
Final Approval - 2/19/2021

ORDINANCE REVIEW SCHEDULE FOR FY 2020



	ACTION
March 9, 2020	City Manager/City Council Authorization of Ordinance Review Schedule
March 23, 2020	Legal Analysis of Chapter 1 submitted to City Manager
March 30, 2020	City Manager Direction to Proceed to Revise Ch 1
April 13, 2020	Present to City Council
April 20, 2020	Draft Ordinance Ch 1 Submitted to City Manager/City Staff
April 27, 2020	Legal Analysis Chapters 2 & 4 Submitted to City Manager
May 4, 2020	City Manager Direction to Proceed to Revise Chapters 2 & 4
May 11, 2020	Consideration by Council for Ch 1 Ordinance Revisions
May 18, 2020	Draft of Ordinance Chapters 2 & 4 Submitted to City Manager/City Staff
June 1, 2020	Legal Analysis Chapter 115 Submitted to City Manager
June 15, 2020	City Manager Direction to Proceed to Revise Chapter 115
June 8, 2020	Consideration by Council for Chapters 2 & 4 Ordinance Revisions
July 13, 2020	Draft of Ordinance Ch 115 Submitted to City Manager/City Staff
August 10, 2020	Consideration by Council for Ch 115 Ordinance Revisions

City of Watauga

STRATEGIC PLAN

FISCAL YEARS 2021-2031



Andrea Gardner
City Manager

Delivered:
October 12, 2020

City Council



Art Miner
Mayor



Vacant
Place 1



Tom Snyder
Mayor Pro Tem
Place 2



Lovie Downey
Place 3



Andrew Neal
Place 4



Juanita King
Place 5



Mark Taylor
Place 6



Vacant
Place 7

City Staff



Andrea Gardner
City Manager/City Secretary



Robert Parker
Police



Sandra Gibson
Finance



Marcia Reyna
Human Resources



Shawn Fannan
Fire



Vacant
Parks and
Community Services



Lana Ewell
Library



Bradley Fraley
Information Technology



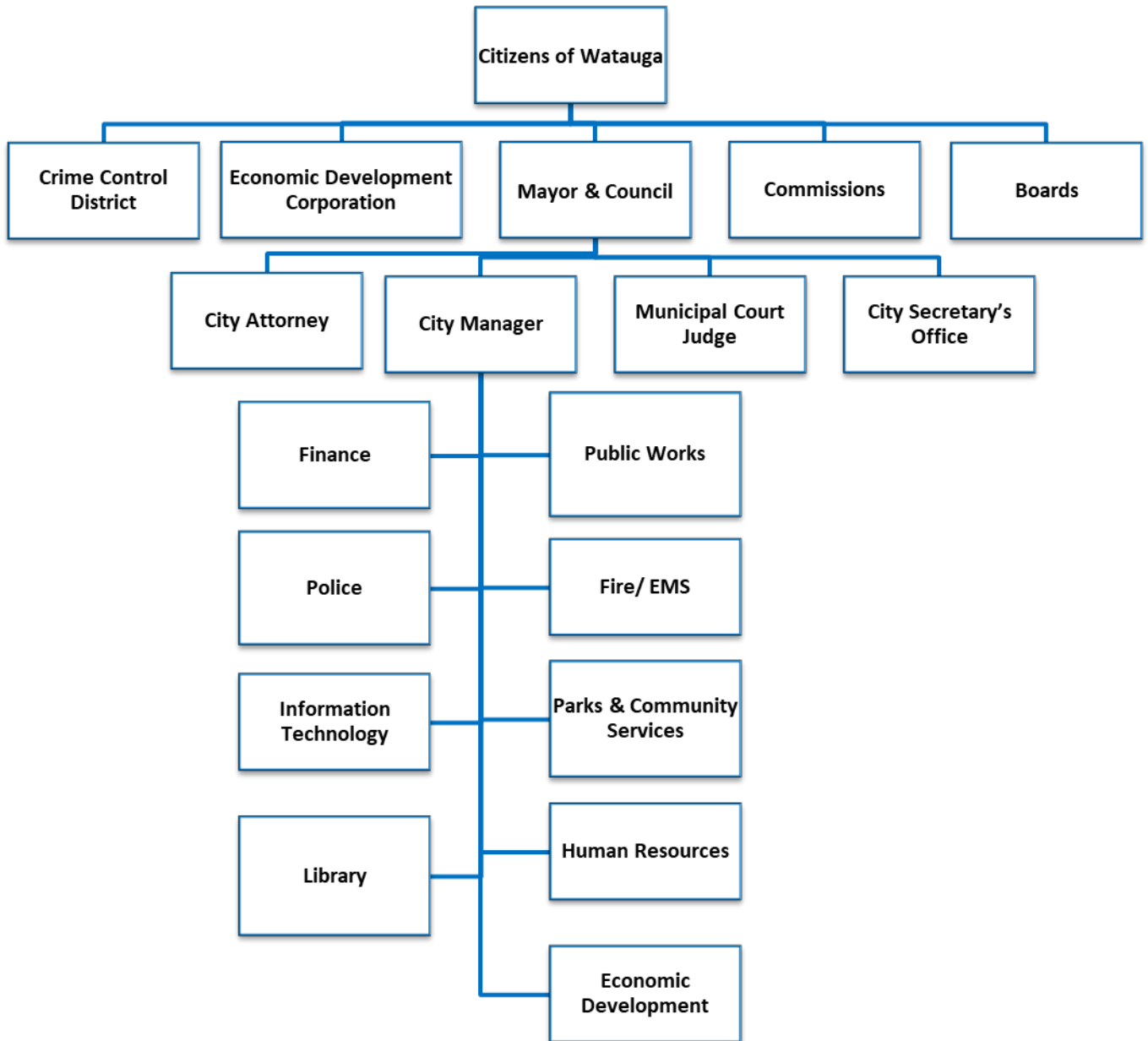
Paul Hackleman
Public Works



George Hyde
City Attorney



Stewart Bass
Municipal Judge



Acknowledgements

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

Governing Body

Arthur L. Miner—Mayor
 Vacant—Council Member, Place 1
 Tom Snyder—Mayor Pro Tem, Place 2
 Lovie Downey—Council Member Place 3
 Andrew Neal—Council Member Place 4
 Juanita King—Council Member, Place 5
 Mark Taylor—Council Place 6
 Vacant—Council Member, Place 7

Members of City Staff

Andrea Gardner—City Manager/City Secretary
 Robert Parker—Chief of Police
 Shawn Fannan—Fire Chief
 Sandra Gibson—Director of Finance
 Lana Ewell—Library Director
 Marcia Reyna—Human Resources & Civil Service Director
 Bradley Fraley—Chief Information Officer
 Paul Hackleman—Public Works

Executive Summary

“Strategic planning will help you fully uncover your available options, set priorities for them, and define the methods to achieve them.”

— Robert J. Mckain

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

Prior to 2019, the governing body met to review the City’s Strategic Plan during the first quarter of the new calendar year. To provide greater guidance and encompass new ideas discussed at the annual retreat, the Council now completes the strategic planning process in the fourth quarter of the fiscal year, which sets the priorities for future budgets. The Council also changed the plan from a five-year plan to ten-year plan. The strategic planning process includes goals and action items for upcoming fiscal years. During the first quarter of the current fiscal year, the governing body finalizes the City’s Strategic Plan by approval through a resolution. Under the current City Administration, the Executive Team will complete its own planning session during the first quarter of the fiscal year and develop an Action Plan that provides detailed tasks for completion of the goals and action items assigned by the governing body.

Vision Statement

A Community that meets the needs of citizens by offering a high quality of life through transparent governance.

City Goals

The goals approved by the governing body are:

1. Establish an environment conducive to strong and sustainable economic development
2. Enhance a secure and safe City
3. Enhance quality of life through recreational, cultural and education services
4. Enhance responsible fiscal management and excellent governance
5. Sustain and enhance infrastructure network
6. Commitment to maintain a highly skilled, well trained, fairly compensated, customer service-oriented workforce

Strategic Initiatives

Planning Issue:

Maintain financial strength of the City

Strategic Initiatives:

1. Maintain sound fiscal management practices and review those practices, policies and procedures to ensure the City's bond rating is maintained or improved on an annual basis.
2. Continue to review and evaluate the City's potential to participate in the Opportunity Zones program on an annual basis.
3. Continue to seek grant opportunities for programs and projects on an annual basis.

Planning Issue:*Develop a sustainable economic development effort***Strategic Initiatives:**

1. Develop a tax abatement policy within two years.

Planning Issue:*Expand public safety through non-enforcement efforts***Strategic Initiatives:**

1. Evaluate lighting options that will create improvements in safety for Watauga residents and visitors within ten years.
2. Continue to review and evaluate the need for the Police Department to respond to calls for enforcement versus service annually.
3. Evaluate the need for appropriate response staff or enhanced officer training to sufficiently respond to the growing need for service type calls (i.e.. mental health) annually.

Planning Issue:*Strengthen future planning***Strategic Initiatives:**

1. Complete an update to the Comprehensive Plan every ten years.
2. Conduct an annual review of City ordinances and present an annual schedule for proposed updates with a complete code review being completed prior to 2026.

3. Complete ordinance rewrites prior to October 2026.
4. Obtain public input on the police and library facility needs, to include project budget requirements, prior to May 2024.
5. Prepare and submit for Council consideration a permit process and any required ordinance revisions for Short Term Rental properties.
6. Prepare for further review a phase-in approach for a Street Maintenance Program and associated fee prior to October 2023.
7. Develop an on-line (website link) for a street maintenance program within seven years.
8. Improve the carbon footprint in the City within 10 years.
9. Review expansion options for the animal control facilities and operations within six years.
10. Improve the walkability and bicycling options in the City within ten years.
11. Evaluate the transition to hybrid or electric vehicles within ten years.
12. Continue to evaluate code compliance processes to improve the overall beautification of the City within three years.

Planning Issue:

Improve community involvement

Strategic Initiatives:

1. Conduct a citizen survey every three years.
2. Continue the Watauga 101 Citizens Academy annually.
3. Enhance citizen volunteer opportunities within six years.

4. Identify technological options that encourage citizen participation within 10 years.

Planning Issue:

Improve the City Brand

Strategic Initiatives:

1. Develop a marketing strategy prior to October 2023.

Planning Issue:

Attract, retain and motivate qualified staff

Strategic Initiatives:

1. Continue to review and revise the recruitment and retention strategy annually.
2. Evaluate the need to add personnel in the Information Technology Department during each annual budget cycle and Personnel Improvement Plan update.
3. Conduct an employee survey every three years.
4. Implement a Phased Approach for transition to Paid Time Off program.

“A Great Place to Live”



“Veterans Memorial located at 5800 Robin Drive and dedicated to the men and women who honorably served their country, the Watauga Veterans Memorial was designed as a testament to sacrifice, courage and the true American Spirit.”

CITY/MUNICODE TO CODIFY ALL OUTSTANDING CODE AMENDMENTS

2021

February 1 Legal Analysis Chapters 2 (part) and 4 Submitted to City Manager

Feb 15 City Manager Direction to Proceed to Revise Chapters 2 (part) and 4

Feb 22 Draft of Ordinance Chapters 2 (part) and 4 Submitted to City Manager/City Staff

March 8 Legal Analysis Chapters 6, 8 Submitted to City Manager

March 8 CC Consideration of Chapters 2 (part) and 4 Ordinance

March 22 City Manager Direction to Proceed to Revise Chapters 6, 8

March 29 Draft of Ordinance Chapters 6, 8 Submitted to City Manager/City Staff

April 1 CC Consideration of Chapters 6, 8 Ordinance

April 12 Legal Analysis Chapter 115 Submitted to City Manager

April 26 City Manager Direction to Proceed to Revise Chapter 115

May 3 Draft of Ordinance Chapter 115 Submitted to City Manager/City Staff

May 10 Legal Analysis Chapters 18, 20, 24 Submitted to City Manager

May 24 City Manager Direction to Proceed to Revise Chapters 18, 20, 24

May 24 CC Consideration of Chapter 115 Ordinance

June 7 Draft of Ordinance Chapters 18, 20, 24 Submitted to City Manager/City Staff

June 21 Legal Analysis Chapters 28, 32 Submitted to City Manager

June 28 CC Consideration of Chapters 18, 20, 24 Ordinance

Jul 5 City Manager Direction to Proceed to Revise Chapters 28, 32

July 12 Draft of Ordinance Chapters 28, 32 Submitted to City Manager/City Staff

July 26 Legal Analysis Chapters 30, 34 Submitted to City Manager

August 2 City Manager Direction to Proceed to Revise Chapters 30, 34

August 9 CC Consideration of Chapter 28, 32 Ordinance

August 16 Draft of Ordinance Chapters 30, 34 Submitted to City Manager/City Staff

August 30 Legal Analysis Chapters 36, 42 Submitted to City Manager

September 6 City Manager Direction to Proceed to Revise Chapters 36, 42

September 13 CC Consideration of Chapters 30, 34 Ordinance

September 13 Draft of Ordinance Chapters 36, 42 Submitted to City Manager/City Staff

September 27 Legal Analysis Chapters 101, 105, 107 Submitted to City Manager

September 27 CC Consideration of Chapters 36, 42 Ordinance

October 4 City Manager Direction to Proceed to Revise Chapters 101, 105, 107

October 18 Draft of Ordinance Chapters 101, 105, 107 Submitted to City Manager/City Staff

October 25 Legal Analysis Chapters 109, 113 Submitted to City Manager

November 1 City Manager Direction to Proceed to Revise Chapters 109, 113

November 8 CC Consideration of Chapters 101, 105, 107 Ordinance

November 15 Draft of Ordinance Chapters 109, 113 Submitted to City Manager/City Staff

November 22 Legal Analysis Chapter 22 Submitted to City Manager

Dec 6 City Manager Direction to Proceed to Revise Chapter 22

Dec 13 Draft of Ordinance Chapter 22 Submitted to City Manager/City Staff

December 13 CC Consideration of Chapter 109, 113 Ordinance

Dec 20 Legal Analysis Chapters 38, 39, 40 Submitted to City Manager

Dec 27 CC Consideration of Chapter 22 Ordinance

2022

Jan 10 City Manager Direction to Proceed to Revise Chapters 38, 39, 40

Jan 17 Draft of Ordinance Chapters 38, 39, 40 Submitted to City Manager/City Staff

Jan 31 Legal Analysis Chapter 111 Submitted to City Manager

Feb 7 City Manager Direction to Proceed to Revise Chapter 111

Feb 14 CC Consideration of Chapters 38, 39, 40 Ordinance

Feb 14 Draft of Ordinance Chapter 111 Submitted to City Manager/City Staff

Feb 21 Legal Analysis Chapters 10, 16 Submitted to City Manager

Feb 28 CC Consideration of Chapter 111 Ordinance

Mar 7 City Manager Direction to Proceed to Revise Chapters 10, 16

Mar 14 Draft of Ordinance Chapters 10, 16 Submitted to City Manager/City Staff

Mar 21 Legal Analysis Chapters 14, 26, 103 Submitted to City Manager

Mar 28 CC Consideration of Chapters 10, 16 Ordinance

Apr 4 City Manager Direction to Proceed to Revise Chapters 14, 26, 103

Apr 11 Draft of Ordinance Chapters 14, 26, 103 Submitted to City Manager/City Staff

Apr 25 CC Consideration of Chapters 14, 26, 103 Ordinance



AGENDA MEMORANDUM

DATE: February 10, 2021

TO: Honorable City Council Members

FROM: Sandra Gibson, Director of Finance

THROUGH: Andrea Gardner, City Manager

SUBJECT: Discuss and consider action on the second and final reading, as required by the City Charter, to approve 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. In addition, the contract has been amended to change the franchise agreement from "Exclusive Franchise Agreement" to "Franchise Agreement" as provided by City Charter.

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. Also attached is a listing of Transfer Station rules provided by Waste Connections that will be posted to the City's website if Council approves the ordinance and amendment changes.



AGENDA MEMORANDUM

This is the second reading of the ordinance for consideration of final adoption.

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, 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. MINNIS TRANSFER STATION rules regs
4. Chapter 32 Franchise Agreement and Amended Solid Waste Ordinance Second Reading 2020.02.19 ATF

REVIEWED BY:

Sandra Gibson, Director of Finance
Karrie Marling, Legal
George Hyde, Legal
Andrea Gardner, City Manager

Approved - 2/16/2021
Approved - 2/17/2021
Approved - 2/19/2021
Final Approval - 2/19/2021

Approved as to form for inclusion on Agenda



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"; 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 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



WASTE CONNECTIONS, INC.
Connect with the Future®

MINNIS TRANSFER STATION

- Every Resident must report to the Scale which is indicated by signs at the entrance. Resident is then communicated through the intercom where to report and next steps.
- Resident will be required to report to the ticket office and show current water bill and drivers license THAT MATCH. Until further notice a mask is required when reporting to the ticket window.
- If residents show to the Minnis transfer station with a commercial vehicle or dump trailer they may not use the drivers license or water bill. The reason behind this is to deter contractors from utilizing the transfer station for commercial businesses.
- Safety vests are required at the transfer station. Any resident may pay a fee to purchase a new Safety vest (cost is below retail). The cost for a safety vest is \$6. Any resident outside of their vehicle must have a safety vest on. No resident under the age of 16yrs is allowed outside the vehicle.
- These safety precautions are put in place for the safety of the residents as this is a high traffic area with many commercial vehicles. There is a HOT ZONE plan every customer must abide by. The plan is communicated to every customer upon arrival to ticket window.

Hours:

- Monday thru Friday 8am-4pm. Residents must be complete by 4pm.
- Saturdays 8am-11am. Residents must be complete by 11am.

CITY OF WATAUGA, TEXAS
ORDINANCE NO. 2021-001

AN ORDINANCE OF THE CITY OF WATAUGA, TEXAS APPROVING THE THIRD AMENDMENT TO THE FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING, RECYCLING, AND DISPOSAL OF MUNICIPAL WASTE, CONSTRUCTION AND DEMOLITION WASTE AND RECYCLABLE MATERIALS BETWEEN THE CITY AND PROGRESSIVE WASTE SOLUTIONS OF TEXAS, INC., DBA WC OF TEXAS; AMENDING CHAPTER 32 OF THE CODE OF ORDINANCES OF THE CITY OF WATAUGA, TEXAS; PROVIDING RULES AND REGULATIONS FOR BULK WASTE DISPOSAL; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; ESTABLISHING A PENALTY; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.

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 Section 12.02 of the Home Rule Charter (“the Charter”), 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 any ordinance 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 shall not take effect until 30 days after its final approval; 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 the City and Progressive Waste Solutions of Texas, Inc. dba WC of Texas, entered into a franchise agreement for the collection, hauling, recycling and disposal of municipal waste, construction and demolition waste, and recyclable materials (“Franchise Agreement”), on or about June 5, 2012; and

WHEREAS, the City Council finds the Franchise Agreement was previously amended by a first amendment and a second amendment; and

WHEREAS, the City Council finds that the Franchise Agreement, as amended, should be further amended and that the third amendment to the Franchise Agreement, making necessary updates to the agreement, are satisfactory to the City Council, and the City; and

WHEREAS, the City Council finds Chapter 32 of the City of Watauga Code of Ordinances was enacted to regulate collection and disposal of solid waste as provided by state law; and

WHEREAS, the City Council finds that amendments to Chapter 32 of the City of Watauga Code of Ordinances are necessary and appropriate because of the adoption of the Third Amendment to the Franchise Agreement.

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.

All prior amendments to the franchise agreement for the collection, hauling, recycling and disposal of municipal waste, construction and demolition waste, and recyclable materials between the City of Watauga and Progressive Waste Solutions of Texas, Inc., dba WC of Texas are hereby ratified by the City Council as effective on the dates placed into service.

III.

The third amendment to the franchise agreement for the collection, hauling, recycling and disposal of municipal waste, construction and demolition waste, and recyclable materials between the City of Watauga and Progressive Waste Solutions of Texas, Inc., dba WC of Texas, attached hereto as Exhibit A, is hereby approved and the City Manager authorizes the City Manager to execute same.

IV.

The City of Watauga Code of Ordinances is hereby amended by adding a new definition of “transfer station” to section 32-19 of chapter 32 to provide as follows:

“Chapter 32 - SOLID WASTE

. . . .

ARTICLE II. - HANDLING AND DISPOSAL

Sec. 32-19. - Definitions.

. . . .

Transfer station means 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.

. . . .”

V.

The City of Watauga Code of Ordinances is hereby amended by adding a new subsection 32-21(i) of section 32-21 of Chapter 32 to provide as follows:

“Chapter 32 - SOLID WASTE

. . . .

ARTICLE II. - HANDLING AND DISPOSAL

. . . .

Sec. 32-21. - Accumulation and disposal generally; placement of waste for collection.

. . . .

(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 per calendar year are free of charge, but may not exceed one (1) ton, in the aggregate, annually. In the event of a third or more subsequent disposal within the same year, 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 service provider. Should any city residents haul all, or any part of, their garbage or rubbish to the transfer station, such residents shall remain obligated to pay garbage and rubbish collection fees contained in the franchise agreement executed between the city and the service provider.”

VI.

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.

VII.

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.

VIII.

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.

IX.

This Ordinance shall become effective and shall be in full force and effect 30 days after its final passage, adoption and approval by the City Council 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.

(INTENTIONALLY LEFT BLANK)

PASSED and APPROVED by the City Council of the City of Watauga, Texas this, the 11th day of January 2021.

PASSED, APPROVED and ADOPTED by the City Council of the City of Watauga, Texas this, the 22nd day of February 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: February 19, 2021

TO: Honorable City Council Members

FROM: Marcia Reyna, Human Resources and Civil Service Director

THROUGH: Andrea Gardner, City Manager
George Hyde, Legal

SUBJECT: § 551.071 and .074, to deliberate upon and seek necessary legal advice regarding the annual performance evaluation of Andrea Gardner, City Manager

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. A Gardner Evaluations Summary 03-08-2021
2. Andrea Gardner, City Manager Goals Set by Council on 5-11-2020
3. Gardner, Andrea 2020-2021 Accomplishments and Goals

REVIEWED BY:

George Hyde, Legal
Andrea Gardner, City Manager

Approved - 2/19/2021
Final Approval - 2/19/2021

Approved as to form for inclusion on Agenda