



AGENDA
WATAUGA CITY COUNCIL
REGULAR MEETING
MONDAY, JULY 12, 2021
CITY HALL COUNCIL CHAMBER, 7105 WHITLEY ROAD
6:30 PM

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

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE United States and Texas Flags

ANNOUNCEMENTS

PRESENTATIONS

1. Presentation of a Proclamation recognizing July as Park and Recreation Month
Raquel Guajardo, Deputy City Secretary
Andrea Gardner, City Manager

PUBLIC COMMENT If speaking for an organization or group, the speaker should identify the group represented. If speaking during Public Comment (for matters not posted on that particular meeting's agenda), members of the City Council and Staff may only provide a statement of factual information in response to the inquiry or recite existing policy in response (e.g., to correct a factual misstatement made by the citizen or provide factual information requested by the citizen). Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a future meeting. If necessary,

the Chair will task the City Manager to respond to the citizen and report back to the City Council as soon as practicable. Such report to the City Council shall not constitute a meeting called by the City Council nor shall it constitute deliberation or formal action. Individual citizens addressing the City Council during Public Comment shall not exceed three (3) minutes in their comments; however, the Chair may extend or reduce the speaker's allotted time in order to conduct an efficient and effective public meeting. The time allotted shall not be donated to others desiring to speak. Public Comment is not established to engage in a conversation with the Council and no formal Council action will be taken.

PUBLIC TESTIMONY FOR ACTION ITEMS Only those persons who submit a completed Request to Speak form prior to the agenda item being introduced by the Chair will be allowed to speak on agenda items set for action (this doesn't include presentations or reports). The Chair shall ask each person requesting to speak to approach the podium when called to speak. Speakers time shall generally not exceed three (3) minutes in their comments and all comments must be germane to the specific agenda item being discussed; however, the Chair may extend or reduce the speaker's allotted time. Speakers shall not be permitted to donate their time to other speakers. Members of the City Council may ask questions or discuss the item directly with the citizen during the citizen's testimony if necessary. Any discussion between a Council member and the citizen will not count toward the time limit and Council Members are encouraged not to speak until the citizen has first utilized their allocated time.

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

1. Consider action on setting a Public Hearing Date for the Crime Control and Prevention District FY2021-2022 Proposed Budget to allow for citizen input at 6:30 p.m. on August 9, 2021 and setting the budget adoption date for August 23, 2021
Sandra Gibson, Director of Finance
Andrea Gardner, City Manager
2. Consider action to accept the Watauga Crime Control and Prevention District Proposed Budget for the Fiscal Year 2021-2022
Sandra Gibson, Director of Finance
Andrea Gardner, City Manager
3. Consideration of an Interlocal Agreement for pavement striping of Patsy Lane, Starnes Road, Indian Springs Road, Watauga Road and Chapman Road between Tarrant County and the City of Watauga
Paul Hackleman, Director of Public Works
Andrea Gardner, City Manager
4. Consider action to approve the meeting minutes of the June 18, 2021 Bath & Body Works Business Anniversary Event; June 22, 2021 Baja Cantina Business Anniversary

Event; June 28, 2021 Council Workshop and June 28, 2021 Regular City Council Meeting.

Raquel Guajardo, Deputy City Secretary

Andrea Gardner, City Manager

ACTION ITEMS

1. Discuss and consider legislative amendments to update and revise Chapter 2 of the City of Watauga Code of Ordinances
George Hyde, Legal
2. Consider action to approve Grounds Maintenance RFP # 21-005 to BrightView Landscape Services
Chad Stephens, Parks Superintendent
Paul Hackleman, Director of Public Works
Shawn Fannan, Fire Chief
Andrea Gardner, City Manager
3. Discuss and consider action to authorize the Finance Department to conduct a request for proposals, or alternative procurement method considered appropriate for legal services
Arthur Miner, Mayor

ITEMS FOR FUTURE AGENDAS

EXECUTIVE SESSION 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. Pursuant to Texas Government Code Section 551.071 and 551.087, the Watauga City Council will meet in Executive Session to seek legal advice and deliberate on economic development negotiations with Smit Shah
Andrea Gardner, City Manager

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

ITEMS OF EXECUTIVE SESSION DELIBERATION

ADJOURNMENT

Meeting Notices and Reservation of Rights

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

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

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

NOTICE

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

I, Andrea Gardner, City Secretary for the City of Watauga, hereby certify that this agenda was posted on the bulletin boards at City Hall, 7105 Whitley Road, Watauga, Texas, on Friday, July 9, 2021, before 6:00 p.m., in accordance with Chapter 551 of the Texas Government Code.



Andrea Gardner, City Secretary





AGENDA MEMORANDUM

DATE: July 8, 2021

TO: Honorable City Council Members

FROM: Raquel Guajardo, Deputy City Secretary

SUBJECT: Presentation of a Proclamation recognizing July as Park and Recreation Month

BACKGROUND/INFORMATION:

In 2009, the U.S. House of Representatives officially mandated July as "Park and Recreation Month."

FINANCIAL IMPLICATIONS:

None.

RECOMMENDATION/ACTION DESIRED:

No action required.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Park and Recreation Month Proclamation

REVIEWED BY:

Andrea Gardner, City Manager

Final Approval - 7/8/2021

Approved as to form for inclusion on Agenda



Proclamation

- Whereas,** parks and recreation programs are an integral part of communities throughout this country, including the City of Watauga, Texas; and
- Whereas,** our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and
- Whereas,** parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and
- Whereas,** parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and
- Whereas,** parks and recreation areas are fundamental to the environmental wellbeing of our community; and
- Whereas,** parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and
- Whereas,** our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and
- Whereas,** the U.S. House of Representatives has designated July as Parks and Recreation Month; and
- Whereas,** Watauga recognizes the benefits derived from parks and recreation resources

NOW, THEREFORE, I, Arthur L. Miner, Mayor of the City of Watauga, Texas, do hereby proclaim the month of July 2021 as

“PARK AND RECREATION MONTH”

and encourage all citizens to become active participants in the many fantastic programs offered through the City of Watauga's Parks and Community Services Department.

Proclaimed this the 12th day of July, 2021.

Arthur L. Miner, Mayor

ATTEST

Andrea Gardner, City Manager/Secretary



AGENDA MEMORANDUM

DATE: June 21, 2021

TO: Honorable City Council Members

FROM: Sandra Gibson, Director of Finance

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consider action on setting a Public Hearing Date for the Crime Control and Prevention District FY2021-2022 Proposed Budget to allow for citizen input at 6:30 p.m. on August 9, 2021 and setting the budget adoption date for August 23, 2021

BACKGROUND/INFORMATION:

The Watauga Crime Control and Prevention District (WCCPD) Board held the required Public Hearing on June 14, 2021 to allow for citizen input on the FY2021-2022 Proposed Budget in accordance with Local Government Code, Sec. 363.204(a).

As required by Local Government Code, Sec. 363.204(d) and 363.204(e) the WCCPD Board took action on approval and adoption of the Watauga Crime Control and Prevention District Budget and provided approval to submit to City Council.

After the budget is accepted by City Council, a public hearing must be held not later than the 45th day before the date the fiscal year begins per Sec. 363.205(a). In order to meet this requirement, the Board should set the public hearing date for August 9, 2021. In addition, the governing Body must publish notice of the hearing not later than the 10th day before the date of the hearing.

Additionally, per Section 363.205(d) of the Local Government Code; the budget shall be adopted not later than the 30th day before the fiscal year begins. In order to meet this requirement, the date for budget adoption should be set for August 23, 2021.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

Staff recommends the public hearing date for August 9, 2021 and the budget adoption date be set for August 23, 2021 to meet the requirements outlined in Section 363.205 of the Local Government Code



AGENDA MEMORANDUM

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Sandra Gibson, Director of Finance

Karrie Marling, Legal

George Hyde, Legal

Andrea Gardner, City Manager

Raquel Guajardo, Deputy City Secretary

Approved as to form for inclusion on Agenda

Approved - 6/21/2021

Approved - 7/2/2021

Approved - 7/9/2021

Approved - 7/9/2021

Final Approval - 7/9/2021



AGENDA MEMORANDUM

DATE: June 21, 2021

TO: Honorable City Council Members

FROM: Sandra Gibson, Director of Finance

SUBJECT: Consider action to accept the Watauga Crime Control and Prevention District Proposed Budget for the Fiscal Year 2021-2022

BACKGROUND/INFORMATION:

The required Public Hearing was held by the Watauga Crime Control and Prevention District Board on June 14, 2021 to allow for citizen input on the FY2021-2022 Proposed Budget in accordance with Local Government Code 363.204(a).

On July 12, 2021, per Sec. 363.204(d)(e), the Board took action on approval and adoption of the Watauga Crime Control and Prevention District Budget and provided approval to submit to City Council.

The Watauga Crime Control and Prevention District Budget as amended by the Board is attached for review and consideration.

FINANCIAL IMPLICATIONS:

Estimated revenues and proposed expenditures as listed in the attached budget document.

RECOMMENDATION/ACTION DESIRED:

Staff respectfully requests the City Council review and accept the Crime Control and Prevention District Proposed Budget for FY2021-2022.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. CCD PROPOSED BUDGET FY2021-2022 - revised 7-9-2021

REVIEWED BY:

Sandra Gibson, Director of Finance
Karrie Marling, Legal
George Hyde, Legal
Andrea Gardner, City Manager
Raquel Guajardo, Deputy City Secretary

Approved - 7/2/2021
Approved - 7/6/2021
Approved - 7/9/2021
Approved - 7/9/2021
Final Approval - 7/9/2021

Approved as to form for inclusion on Agenda



AGENDA MEMORANDUM



PROPOSED BUDGET

FY2021-2022



The mission of the Watauga Police Department is to provide the highest quality police services while safeguarding individual liberties and building positive community relationships.



SPECIAL REVENUE FUNDS

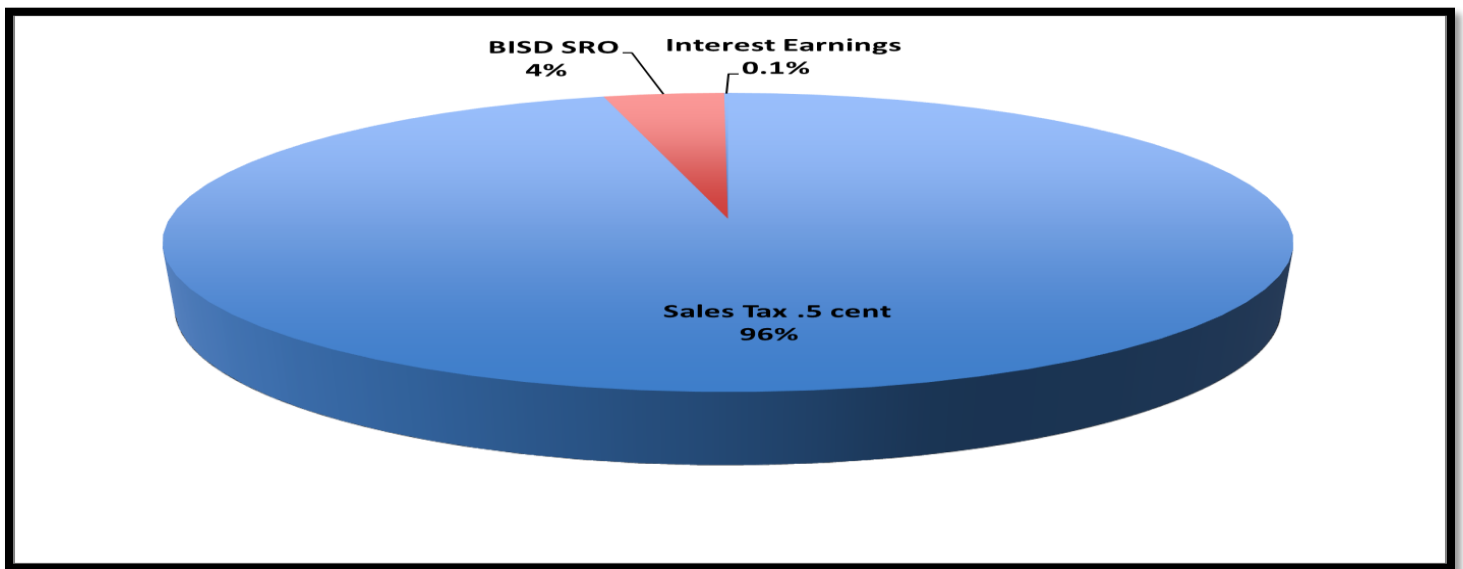
CRIME CONTROL DISTRICT – FUND 18

The Crime Control and Prevention District was established to account for a one-half cent sales tax increase approved by voters on March 23, 1996, for an initial five years and extended by voters each ten years. On the most recent election, May 1, 2021, voters extended the sales tax collection for ten more years. The purpose of the increase in sales tax is to enhance law enforcement in Watauga. The additional funding is used to add officers and purchase additional equipment and supplies for law enforcement purposes.

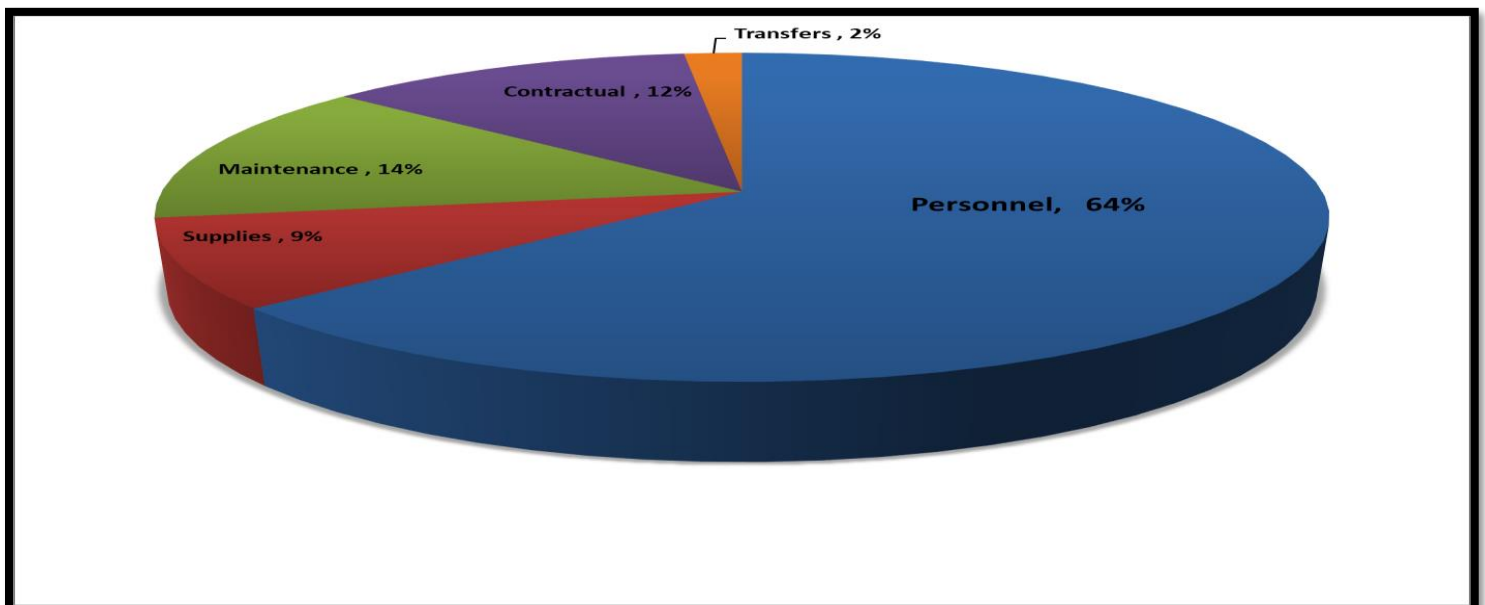
This is a Special Revenue Fund and is used to account for specific revenues that are legally restricted to expenditures for particular purposes. The fund is accounted for on the modified accrual basis of accounting. Revenues are recorded when available and measurable, and expenditures are recorded when the liability is incurred.

Sales tax revenue for FY2021-2022 is forecasted to be \$1,610,000. Sales Tax revenues are projected to be approximately 19% higher than the FY2020-2021 original budget as the impact of COVID-19 recovers.

Where Does the Money Come From?

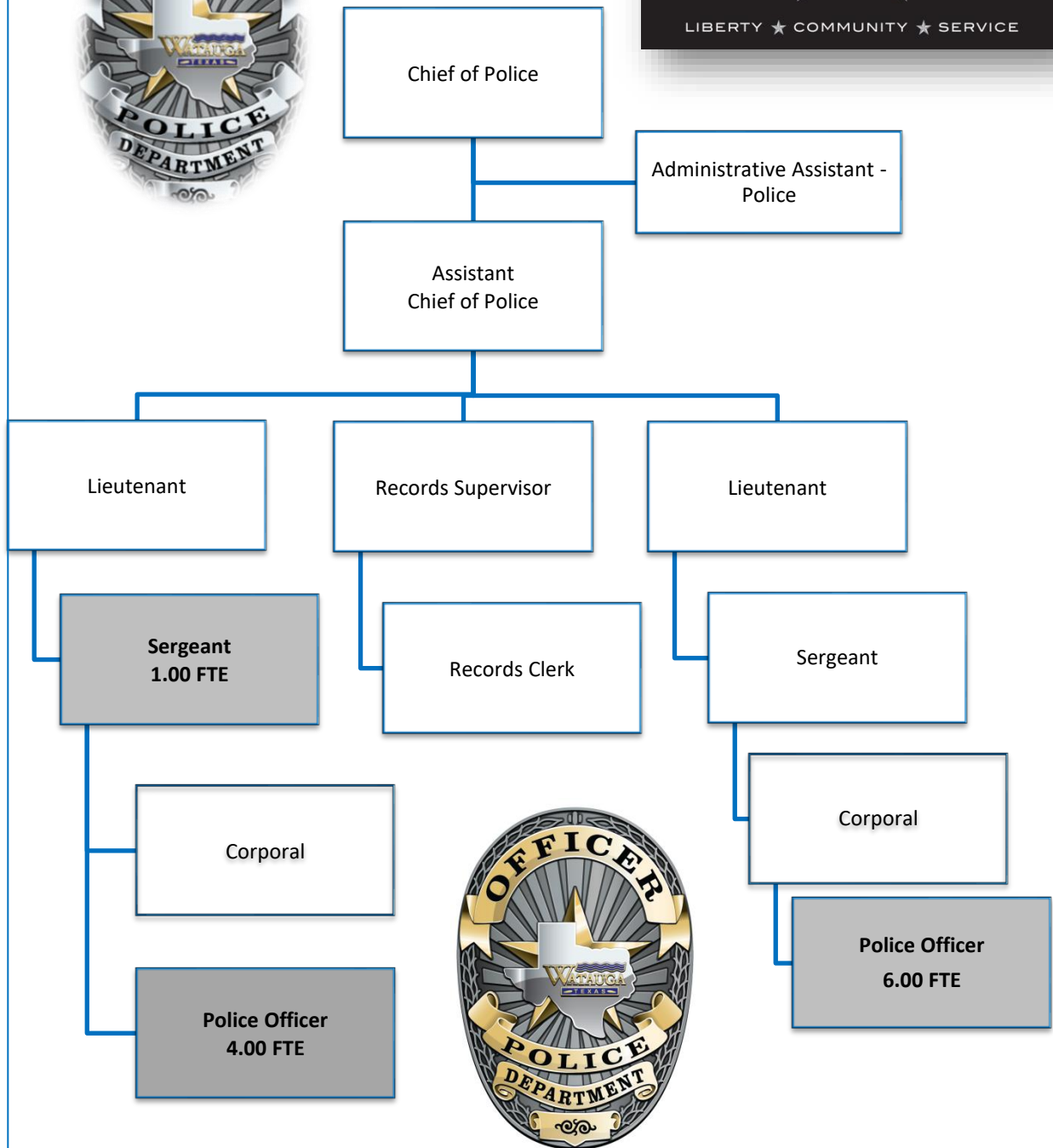


Where Does the Money Go?



Crime Control District

Fund 18-080



SPECIAL REVENUE FUNDS

CRIME CONTROL DISTRICT BUDGET SUMMARY - FUND 18

	HISTORY	PROJECTED YEAR		BUDGET	% CHANGE	BUDGET
	2019-2020 Actual	2020-2021 Budget	2020-2021 Projected	2021-2022 Proposed	FY 2021-2022 VS 2020-2021	2022-2023 Forecast
Fund Balance, October 1	\$677,248	\$548,570	\$731,135	\$801,335		\$857,335
Revenues:						
Sales Taxes	1,468,760	1,347,000	1,571,000	1,610,000	19.5%	1,650,000
BISD SRO	24,500	49,000	49,000	64,000	31%	66,000
Transfer In From ERF	70,000	100,000	0	0	-100.0%	0
Interest Earnings/Other	18,756	5,000	2,500	2,000	-60.0%	2,500
Operating Revenues	\$ 1,582,016	\$ 1,501,000	\$ 1,622,500	\$ 1,676,000	11.66%	\$ 1,718,500
Total Available Resources	\$ 2,259,264	\$ 2,049,570	\$ 2,353,635	\$ 2,477,335	20.9%	\$ 2,575,835
Expenditures:						
Operating Expenditures	1,498,129	1,510,650	1,512,300	1,590,000	5.3%	1,649,000
Capital Outlay	0	13,000	10,000	0	-100.0%	0
Total Expenditures	1,498,129	1,523,650	1,522,300	1,590,000	4.4%	1,649,000
Operating Transfers-Out						
To General Fund	30,000	30,000	30,000	30,000	0.0%	30,000
To Capital Projects	0	0	0	0	0.0%	0
To Internal Service Fund	0	0	0	0	0.0%	0
Total Operating Transfers-Out	30,000	30,000	30,000	30,000	0.0%	30,000
TOTAL OPERATING & TRANSFERS	\$ 1,528,129	\$ 1,553,650	\$ 1,552,300	\$ 1,620,000	4.3%	\$ 1,679,000
Fund Balance, September 30	\$731,135	\$495,920	\$801,335	\$857,335		\$896,835
CHANGE IN FUND BALANCE	\$53,887	(\$52,650)	\$70,200	\$56,000		\$39,500
Fund Balance Policy Min @ 20%				\$324,000		\$335,800

SPECIAL REVENUE FUNDS

DEPARTMENT: POLICE

DIVISION / ACTIVITY: WATAUGA CRIME CONTROL AND PREVENTION DISTRICT – FUND 18

LOCATION:

7101 Whitley Road
Watauga, Texas 76148

HOURS OF OPERATION:

24 hours a day

MISSION / PROGRAMS / SERVICES:

The mission of the Watauga Police Department is to provide the highest quality police services while safeguarding individual liberties and building positive community relationships. Our mandate is to reduce both crime and the fear of crime through training, technology and the implementation of the most modern and progressive resources available. The Watauga Police Department is responsible for all crime prevention, crime reports, crime investigations, traffic law enforcement, professional standards and animal services.

FY2020-2021 HIGHLIGHTS / ACHIEVEMENTS:

- Achieved Texas Police Chiefs Association Re-Recognition status as a Best Practices Agency
- Hired one Police Officer position to become fully staffed
- Maintained volunteers utilizing virtual meetings
- Maintained the Cadet program utilizing virtual meetings
- Added new in-house training for Officers such as OC Spray, Patrol Bicycle, and SFST
- Updated FTO Program
- Updated to Axon 3 Body Cameras and Fleet 2 in car cameras with auto labeling
- Implemented Power DMS Policy Management software and Shield for tracking employee training, use of force, and injuries

FY2021-2022 GOALS/ OBJECTIVES:

- Increase staffing levels to create a safer work environment, reduce overtime and provide a higher level of service to citizens
- Develop an MHMR Program as part of the strategic initiatives
- Host more in-house training classes to increase staff training opportunities while reducing outside training costs

MAJOR BUDGETARY ISSUES AND OPERATIONAL TRENDS:

The most prominent issue facing our Department is the national trend of negative publicity relating to police activity. This negative publicity creates a lower candidate pool of applicants and potentially decrease officer retention. In addition, the national publicity and increasing number of non-enforcement related tasks that continue to be placed on officers taking time away from enforcement and prevention of crime is operationally detrimental.

The continuing increases in investigation supplies and testing creates budgetary constraints and challenges.

SPECIAL REVENUE FUNDS

DEPARTMENT: POLICE

DIVISION / ACTIVITY: WATAUGA CRIME CONTROL AND PREVENTION DISTRICT - FUND 18

EXPENDITURES	2019-2020 ACTUAL	2020-2021 ORIGINAL BUDGET	2020-2021 REVISED BUDGET	2020-2021 PROJECTED	2021-2022 BUDGET
Personnel	\$1,029,370	\$991,000	\$991,000	\$992,400	\$1,029,000
Supplies	\$105,801	\$128,500	\$128,500	\$129,700	\$143,500
Maintenance	\$227,808	\$223,000	\$223,000	\$221,500	\$225,500
Contractual/Sundry	\$135,149	\$168,150	\$168,150	\$168,700	\$192,000
Capital Outlay	\$0	\$13,000	\$13,000	\$10,000	\$0
Transfers	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
TOTAL	\$1,528,128	\$1,553,650	\$1,553,650	\$1,552,300	\$1,620,000
PERSONNEL					
Officer	8.00	8.00	8.00	8.00	8.00
Sergeant	1.00	1.00	1.00	1.00	1.00
Community Resources Officer	1.00	1.00	1.00	1.00	1.00
School Resource Officer (SRO)	1.00	1.00	1.00	1.00	1.00
CID Secretary/Property Tech	0.00	0.00	0.00	0.00	0.00
TOTAL	11.00	11.00	11.00	11.00	11.00
PERFORMANCE MEASURES / SERVICE LEVELS					
Input / Demand			Actual 19-20	Budget 20-21	Projected 20-21
Number of Sworn Police Officers			11.00	11.00	11.00
Efficiency Measures / Impact			Actual 19-20	Budget 20-21	Projected 20-21
M&O Budget per Capita			\$64.72	\$65.36	\$68.15
M&O Percentage of City Budget			2.75%	3.29%	
Number of Sworn Officers Per 1,000 Population from WCCPD			2.15	2.16	2.16
Effectiveness Measures / Outcomes		Strategic Goals	Actual 19-20	Budget 20-21	Projected 20-21
SRO Presentations		2, 3	2	2	2
SRO Student Contacts		2, 3	575	500	1,200
Area School Events/Contacts		2, 3	26	18	42
Public Safety Cadet Unit Meetings		2, 3	30	47	44
Public Safety Cadet Unit Training Hours		2, 3	510	2,000	743
Crime Prevention Training - Community Svc.		2, 3	2	50	30
Business Contacts - Community Svc.		1, 2	29	100	177
Neighborhood Watch Mtgs - Community Svc.		2, 3	0	10	0
VIPS Hours		2, 3	1,477	2,000	1,105
Town Hall Meetings		2, 3	0	1	0



SPECIAL REVENUE FUNDS

BUDGET CHANGES

Fiscal Year 2021-2022 Compared to Fiscal Year 2020-2021 Original Budget

DEPARTMENT: POLICE				
DIVISION / ACTIVITY: CRIME CONTROL DISTRICT - FUND 18-080				
DESCRIPTION	CATEGORY	ONE-TIME	ON-GOING	CHANGE EXPLANATION
CHANGES:				
Personnel	Personnel Services		\$38,000	Benefits, Step Increases & Longevity Adjustments
Vehicle Fuels & Lubricants	Supplies		\$5,000	Estimated Cost Increases
Minor Tools & Apparatus	Supplies		(\$3,000)	Needs Analysis Adjustment
Computer Supplies	Supplies		\$10,000	Reallocation from Capital Outlay
Software Maintenance	Maintenance		\$1,500	Cradlepoint Cloud Management (from Capital Outlay)
Software Maintenance	Maintenance		\$1,000	Netmotion Estimated Increase
Advertising	Contractual/Sundry		(\$500)	Needs Adjustment (due to staffing)
Travel Expense	Contractual/Sundry		\$2,000	Estimated Travel Increase
Administrative Training	Contractual/Sundry		\$4,000	Training Adjustment
Dues & Subscriptions	Contractual/Sundry		\$350	Various Dues Increases
Investigation Supplies	Contractual/Sundry		\$18,000	NMS Agreement Costs Adjustment
Computer Hardware	Capital Outlay		(\$4,000)	Reallocation to Supplies
Computer Software	Capital Outlay		(\$6,000)	Reallocation to Supplies
CHANGES TOTAL:		\$0	\$66,350	
TOTALS:		\$0	\$66,350	

\$66,350 NET INCREASE/DECREASE



AGENDA MEMORANDUM

DATE: June 23, 2021

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consideration of an Interlocal Agreement for pavement striping of Patsy Lane, Starnes Road, Indian Springs Road, Watauga Road and Chapman Road between Tarrant County and the City of Watauga

BACKGROUND/INFORMATION:

Tarrant County offers a program supporting cities with roadway striping. As part of this program, Tarrant County provides the equipment and labor required to perform roadway striping. The City must provide the plan and reimburse the material cost to the county.

The Public Works Department utilized the Interlocal Program in previous years for striping on numerous street with excellent results and would like to take advantage of the program once again for:

1. **Patsy Lane** - Watauga Road to Chapman Road
2. **Starnes Road** - Indian Springs Road to Rufe Snow Drive
3. **Indian Springs Road** - Starnes Road to Bursey Road
4. **Watauga Road** - Denton Hwy. to Rufe Snow Drive
- 5 **Chapman Road** - Whitley Road to Rufe Snow Drive

The Interlocal Cooperation Contracts Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this agreement.

Upon City Council approval, Tarrant County shall consider the Interlocal Agreement at their Commissioners Court. If approved, Tarrant County will plan and coordinate the work. The planning phase usually takes several months.

FINANCIAL IMPLICATIONS:

Not to exceed \$7,000 - Funded in 2020 - 21 Budget 01-090-63480

RECOMMENDATION/ACTION DESIRED:

Respectfully recommend the City Council approve the interlocal agreement with Tarrant County.



AGENDA MEMORANDUM

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Striping ILA - Tarrant County - Patsy Lane, Starnes Road, Indian Springs, Watauga Road, Chapman Road
2. Striping ILA Notice to Proceed - Tarrant County
3. Task Sheet - Tarrant County ILA Street Striping 2020-2021
4. GOVERNMENT CODE CHAPTER 791. INTERLOCAL COOPERATION CONTRACTS

REVIEWED BY:

Paul Hackleman, Director of Public Works
Karrie Marling, Legal
George Hyde, Legal
Deby Woodard, Assistant Director of Finance
Andrea Gardner, City Manager
Raquel Guajardo, Deputy City Secretary
Approved as to form for inclusion on Agenda

Approved - 7/2/2021
Approved - 7/6/2021
Approved - 7/9/2021
Approved - 7/9/2021
Approved - 7/9/2021
Final Approval - 7/9/2021

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 applying permanent roadway striping on the following streets (the "Project"), located within the CITY:

- Patsy Lane - from Watauga Road to Chapman Road
- Starnes Road – Indian Springs Road to Rufe Snow Drive
- Indian Springs Road – Starnes Road to Bursey Road
- Watauga Road – Highway 377 to Rufe Snow Drive
- Chapman Road – Whitley Road to Rufe Snow Drive

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; and
- e. The COUNTY and CITY 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, equipment and materials to assist the CITY in completing the Project.

The COUNTY will use waterborne acrylic traffic paint that complies with current Texas Department of Transportation specifications.

The COUNTY will apply the striping during the hours of 8:30 AM to 2:30 PM, Monday to Friday.

2. CITY RESPONSIBILITY

The CITY will pay the COUNTY for the cost of paint materials in an amount not to exceed \$7,000. The actual cost to the CITY will be determined upon completion of the Project.

The CITY will provide striping documentation if there are no markings present or no longer visible, and if passing lanes or ANY deviation from the original striping is requested.

The CITY will provide a staging area if needed, and personnel to provide flagging and/or traffic control assistance as necessary.

The CITY will ensure prior to striping that the roadway surface is clean and serviceable for application of paint, and that temporary tabs and construction markings are removed.

The CITY will notify adjacent property owners of the schedule for striping services provided by the COUNTY. The CITY agrees that the CITY will be responsible for damages to adjacent property.

The CITY will pay COUNTY the invoiced amount for all striping, signs and incidental materials, upon completion of the Project.

3. PROCEDURES DURING PROJECT

If the CITY has a complaint regarding the COUNTY's performance 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. 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.

6. THIRD PARTY

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

7. JOINT VENTURE & AGENCY

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

8. EFFECTIVE DATE

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

9. TERMINATION OF AGREEMENT

This Agreement will automatically terminate upon completion of the Project or September 30, 2021, whichever date occurs first. This Agreement may be renewed prior to its expiration upon the mutual consent of the parties in writing.

TARRANT COUNTY, TEXAS

CITY OF WATAUGA

COUNTY JUDGE

Authorized City Official

Date: _____

Date: _____

Recommended for Approval:

COMMISSIONER, PRECINCT 3

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY

Criminal District Attorney's Office*

City Attorney

* 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.

NOTICE TO PROCEED

The City of Watauga hereby notifies Tarrant 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

Striping for:

- Patsy Lane – from Watauga Road to Chapman Road
- Starnes Road – from Indian Springs Road to Rufe Snow Drive
- Indian Springs Road – from Starnes Road to Bursey Road
- Watauga Road – from Highway 377 to Rufe Snow Drive
- Chapman Road – from Whitley Road to Rufe Snow Drive

Tarrant County Interlocal Agreement for Street Striping 2020-2021

The 2020-2021 Interlocal Agreement for paint striping between City of Watauga and Tarrant County will refresh and add new striping to multiple streets in the City of Watauga. The selected streets fit the criteria for needed improvements for safety and visibility due to the faded striping and the determination that new striping is needed.

1. Patsy Lane – From Watauga Rd to Chapman Rd
 - a. New striping, consisting of yellow center divider, parking lanes and turning lanes for the North / South ends.
2. Starnes Rd - From Denton Highway (US 377) to Rufe Snow
 - a. Refresh existing striping
 - b. New striping for parking lanes in front of residential.
3. Indian Springs Rd - From Starnes Rd to Bursey Rd
 - a. New striping, consisting of yellow center divider, bike lanes and turning lanes at the North / South ends
4. Watauga Rd - From Denton Highway (US 377) to Rufe Snow Dr
 - a. Refresh existing striping
5. Chapman Rd - From Whitley Rd to Rufe Snow Dr.
 - a. Refresh existing striping

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.



AGENDA MEMORANDUM

DATE: July 7, 2021

TO: Honorable City Council Members

FROM: Raquel Guajardo, Deputy City Secretary

SUBJECT: Consider action to approve the meeting minutes of the June 18, 2021 Bath & Body Works Business Anniversary Event; June 22, 2021 Baja Cantina Business Anniversary Event; June 28, 2021 Council Workshop and June 28, 2021 Regular City Council Meeting.

BACKGROUND/INFORMATION:

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. 061821 Bath Body Works Minutes
2. 062221 Baja Cantina Minutes
3. 062821 Council Workshop Minutes
4. 062821 Regular Council Minutes

REVIEWED BY:

Andrea Gardner, City Manager

Final Approval - 7/9/2021

Approved as to form for inclusion on Agenda

**MINUTES
BATH & BODY WORKS
20 YEAR BUSINESS ANNIVERSARY
WATAUGA CITY COUNCIL
8028 DENTON HWY, WATAUGA, TX 76148
FRIDAY, JUNE 18, 2021
2:00 P.M.**

The following members of the Watauga City Council attended the 20-Year business anniversary recognition ceremony of Bath & Body Works, held Friday, June 18, 2021, at 2:00 p.m. located at 8028 Denton Hwy, Watauga, Texas:

Arthur Miner	Mayor
Andrew Neal	Mayor Pro Tem, Council Member, Place 4
Patrick Shelbourne	Council Member, Place 1
Mark Taylor	Council Member, Place 6
Jan Hill	Council Member, Place 7

and

Malissa Minucci	WEDC Director, Place 4
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Andrea Gardner	City Manager/City Secretary
Shawn Fannan	Fire Chief/Assistant City Manager
Dianely Luis	Media Specialist

A presentation of recognition was given to Bath & Body Works for their 20-Year anniversary. There was no discussion or debate by the members present and no action was taken on any City business at this recognition event.

APPROVED: the ____ day of _____ 2021

SIGNED: the ____ day of _____ 2021

Arthur L. Miner, Mayor

ATTEST:

Andrea Gardner, TRMC, City Secretary

**MINUTES
BAJA CANTINA
15 YEAR BUSINESS ANNIVERSARY
WATAUGA CITY COUNCIL
8436 DENTON HWY, SUITE 220, WATAUGA, TX 76148
TUESDAY, JUNE 22, 2021
11:00 A.M.**

The following members of the Watauga City Council attended the 15-Year business anniversary recognition ceremony of Baja Cantina, held Tuesday, June 22, 2021, at 11:00 a.m. located at 8436 Denton Hwy, Suite 220, Watauga, Texas:

Arthur Miner
Patrick Shelbourne
Mark Taylor
Jan Hill

Mayor
Council Member, Place 1
Council Member, Place 6
Council Member, Place 7

and

Lissa Sieja

WEDC Vice President/ Director, Place 7

Andrea Gardner
Shawn Fannan
Dianely Luis

City Manager/City Secretary
Fire Chief/Assistant City Manager
Media Specialist

A presentation of recognition was given to Baja Cantina for their 15-Year anniversary. There was no discussion or debate by the members present and no action was taken on any City business at this recognition event.

APPROVED: the ____ day of _____ 2021

SIGNED: the ____ day of _____ 2021

Arthur L. Miner, Mayor

ATTEST:

Andrea Gardner, TRMC, City Secretary

**MINUTES
WATAUGA CITY COUNCIL
WORKSHOP MEETING
CITY HALL COUNCIL CHAMBER
7105 WHITLEY ROAD, WATAUGA, TX
MONDAY, JUNE 28, 2021
5:30 PM**

CALL TO ORDER

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

ROLL CALL

The meeting convened with the following members present:

Arthur L. Miner
Andrew Neal
Pat Shelbourne
Tom Snyder
Lovie Downey
Juanita King
Mark Taylor
Jan Hill

Mayor
Mayor Pro Tem/Council Member Place 4
Council Member Place 1
Council Member Place 2
Council Member Place 3 (Absent with Notice)
Council Member Place 5
Council Member Place 6
Council Member Place 7

and

Andrea Gardner
Raquel Guajardo
Shawn Fannan
Paul Hackleman
Randy Richards
Marcia Reyna
Deby Woodard
Bradley Fraley
Lana Ewell
George Hyde

City Manager/City Secretary
Deputy City Secretary
Fire Chief/Assistant City Manager
Director of Public Works
Building Official
Director of Human Resources & Civil Service
Assistant Director of Finance
Chief Information Officer
Library Director
City Attorney

ANNOUNCEMENTS

Council provided no announcements.

PRESENTATIONS

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

Mr. Hackleman provided detailed updates of improvement projects to Council, as of March 31, 2021. *(Presentation is attached)*

Mayor Pro Tem Neal inquired regarding the Whites Branch Creek Trail construction completion date. Mr. Hackleman responded that it will possibly be completed in two and a half months.

Mayor Miner inquired regarding concrete availability in which Mr. Hackleman responded that it has been difficult, but it is being done.

Council Member Taylor asked if remaining funds from the Capp Smith Park Lighting Project would be available to use for other projects. Mr. Hackleman stated the project is slightly under budget, but remaining funds stay with the CO and items identified within the project. Ms. Gardner commented that Chief Fannan had an alternative solution for the skate park lights and asked Mr. Hackleman to reach out to him to discuss further.

Mayor Pro Tem Neal asked if there have been any issues with the lighting since deployment in which Mr. Hackleman responded that he has not been made aware of any.

Mayor Miner inquired when the Chapman/Whitley Road intersection would be completed. Mr. Hackleman stated that he does not have an exact date as schedules are not created for contractors but can confirm and report back by email to Council.

Mayor Miner commented that the city fared well in grants received as most are issued by a group of mayors based on input and presentations from staff. Mayor Miner commended Mr. Hackleman for the presentations he has provided. Mr. Hackleman explained that grant credit is given for city representatives for attending the meetings.

ADJOURNMENT

Mayor Miner adjourned the meeting at 6:14 p.m.

APPROVED: this _____ day of _____, 2021.

SIGNED: this _____ day of _____, 2021.

APPROVED:

Arthur L. Miner, Mayor

ATTEST:

Andrea Gardner, TRMC, 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)

Large Private Projects

Updates - May 31, 2021

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

Parks Projects

Whites Branch Creek Trail

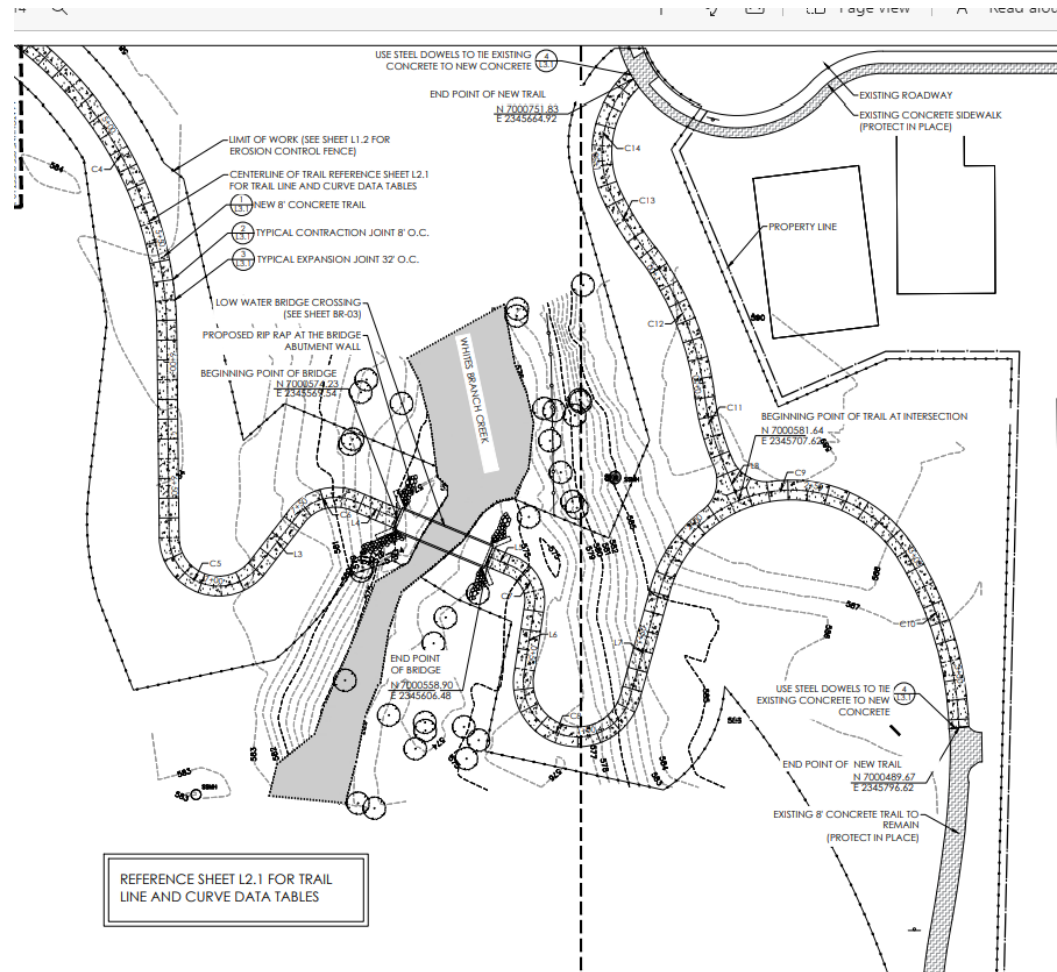


Location
Park Vista/Whites
Branch
Creek Trail near
Cedar View Ct

Part of Interlocal
Agreement with the
City of Fort Worth

Construction
Estimate:
Bidding July 23,
2021

Construction Cost:
\$300,000



Parks Projects

Capp Smith Park – Solar Lighting

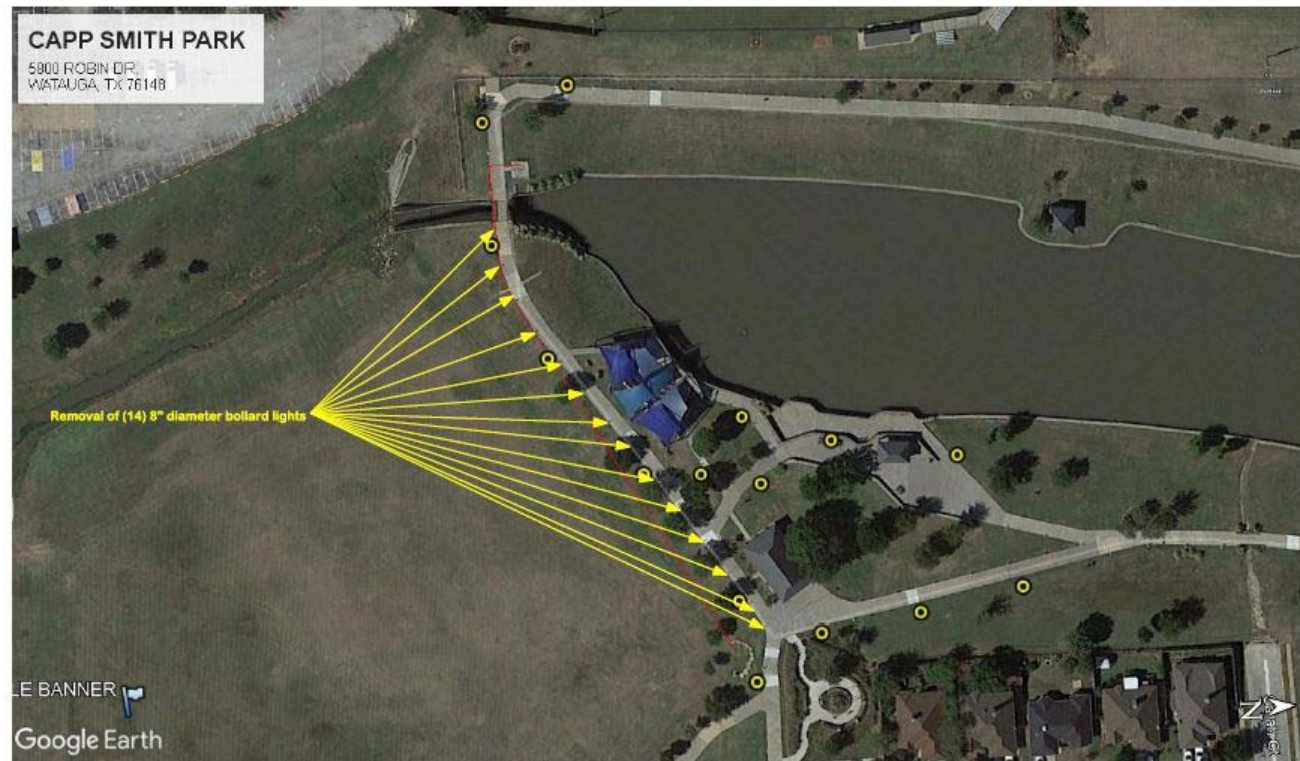


Location
Capp Smith
Park



Construction:
Start
February
2021
Completion
July 2021

Construction
Cost:
\$700,000



The logo for Watauga, Texas, featuring a large blue 'W' with three wavy lines above it, and the word 'ATAUGA' in blue with a gold outline. Below this, the word 'TEXAS' is written in blue with a gold outline, flanked by two gold brush strokes.

Design starting
February 2021
\$38,500

Construction Cost Estimate:
\$268,000 to 482,000 – Alt Bids

[illegible]

Fire Department Fire Station Renovation/Expansion



Construction start
Start February 2021
End November 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
2. Watauga Rd – Eastern
3. Hightower Drive – City Hall
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 – Complete
3 – Summer/Fall 2021

Funding

\$250,000 WEDC



Beautification Project Green Ribbon 2 Grant – 377 Denton Hwy



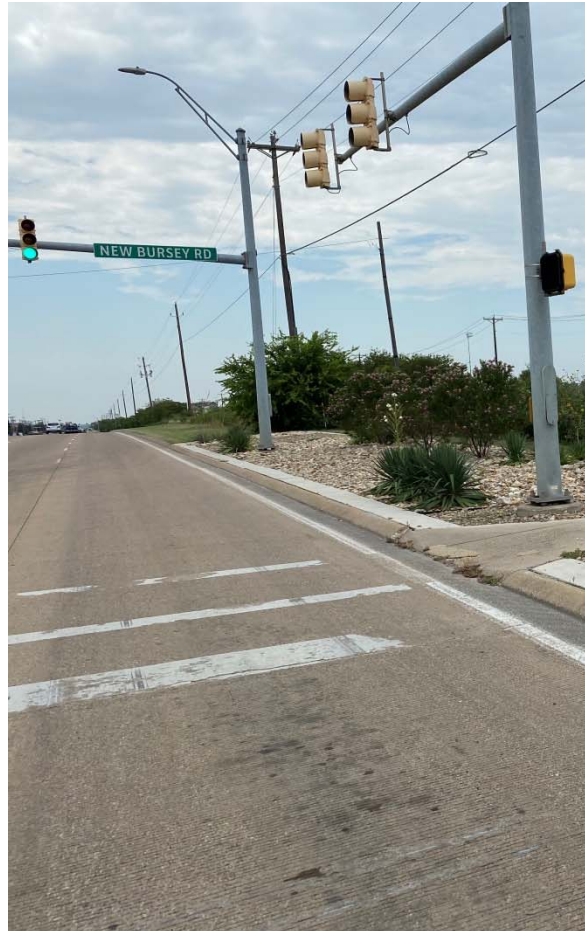
Limits: North Tarrant Pkwy
to North Park Dr

Construction
95% Complete
Delay due to Rock Supply

Construction Cost Est.
\$400,000

Grant Funding

Green Ribbon 3 Grant in
the amount of \$400,000
was submitted by City staff
on August 25, 2021 – Delay
awards COVID-19



Whitley Road 3



Limits: South of Chapman Road to
south of Concord Street

Construction

Start March 2021

Completion May 2022

On Schedule to finish early

Construction bid cost:
\$2,549,559

Working to control material cost
increases and project delays

Utilities are 90% Complete
Working on subgrade preparation



Bowie Street

Limits: HWY 377 to Plum
Street

Construction
Start March 2021
Completion May 2022
On Schedule to August of
2021

Construction Bid Cost:
\$414,163

Developer Agreement
Funded \$24,215

Utilities and Street are
complete



Whitley Road 4



Limits: South of Concord Street to
south of Oakhill Road

Design started April 24, 2020
and is about 90% complete

Estimated construction dates:
Start January 2022
Completion May 2023

Construction cost estimate:
\$3,300,000 plus alternate bid items:
\$250,000 for HAWK signal on Bursey
Rd - to be bid with TC Grants
\$600,000 for decorative solar street
lights from Hightower to Starnes



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



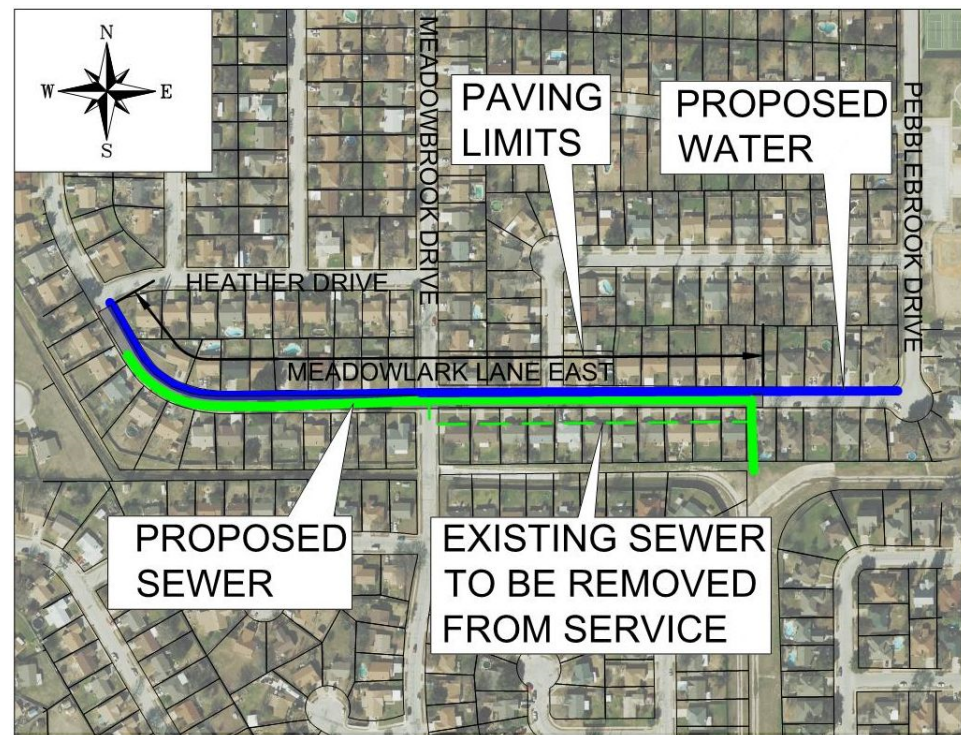
Limits: Heather Drive to
Pebblebrook Drive

Public meeting was held on
November 6, 2019.

Construction started
July 27, 2020
Move in August 11, 2020

Completion
Delayed due to Material Supply
Working for August 2021

Construction Bid
\$1,543,687



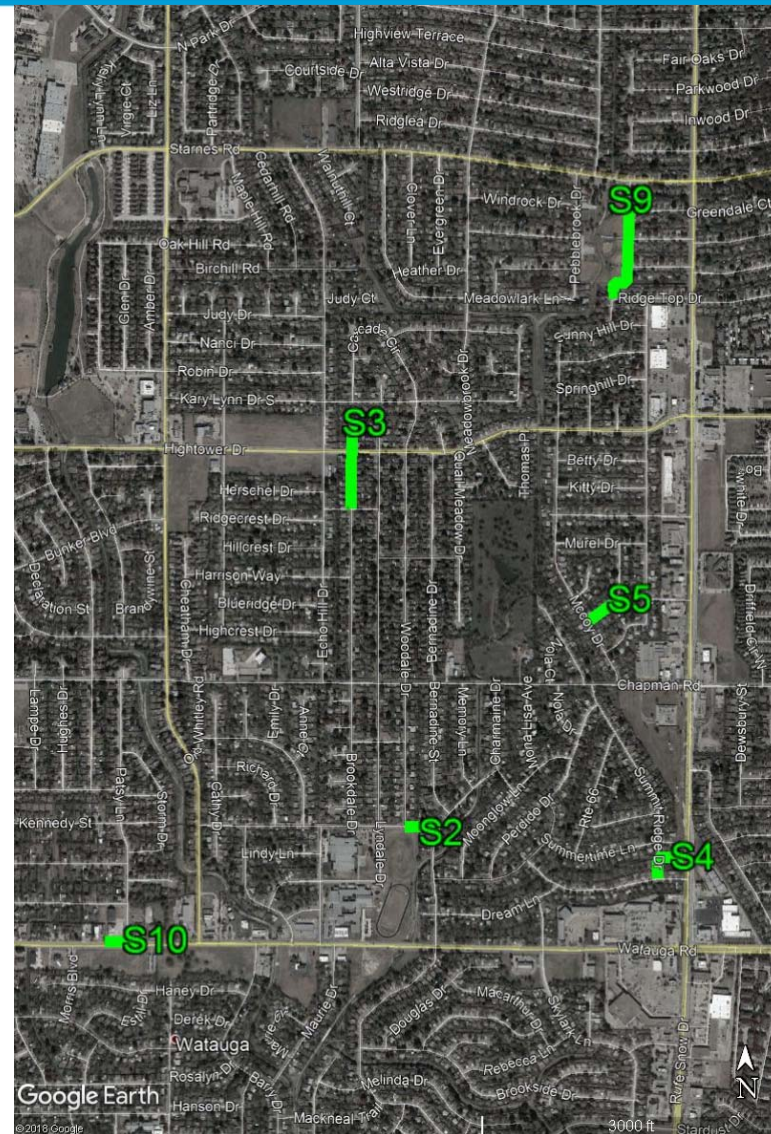
2019-2020 Water & Wastewater CIP, Group 1

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 starting June 2021



2019-2020 Water & Wastewater CIP, Group 2

Wastewater rehabilitations from the Capital Improvements Plan:

Project Funded by 2019 C.O.

- 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

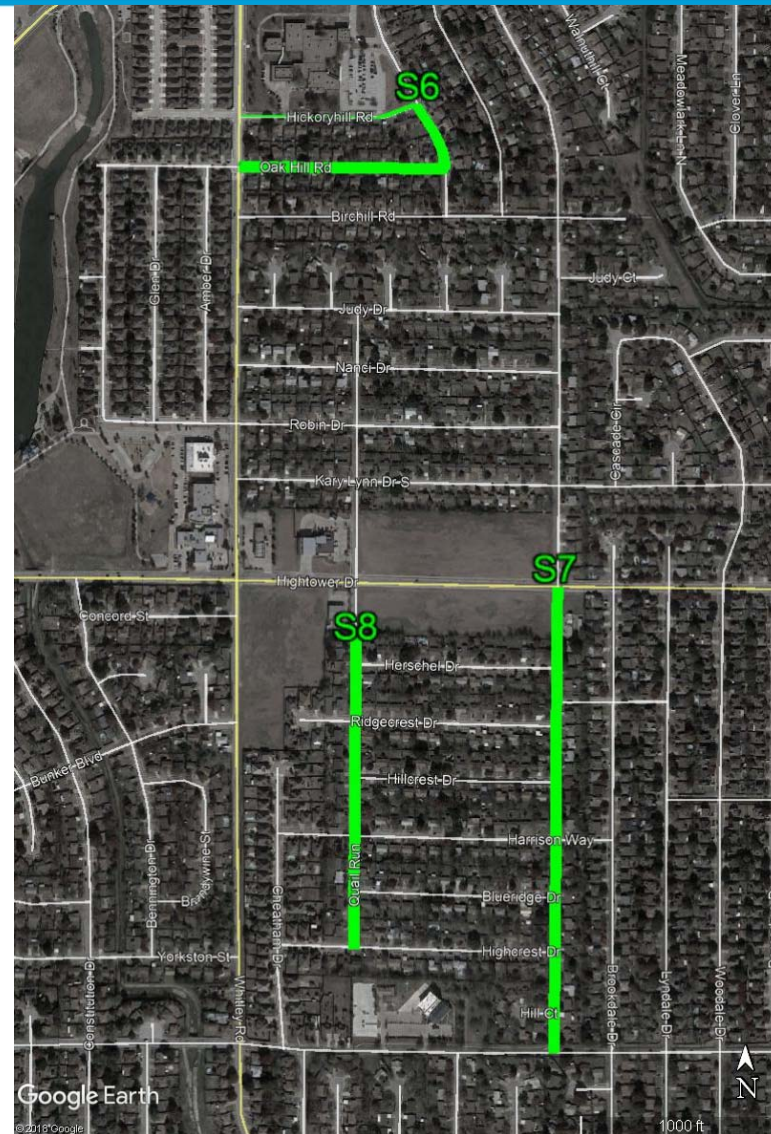
Construction plans are 95% complete

Construction will include the Group 3 project

Estimated Construction Dates:

Start September 2021

Completion March 2022



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.

Project Funded by 2019 C.O.

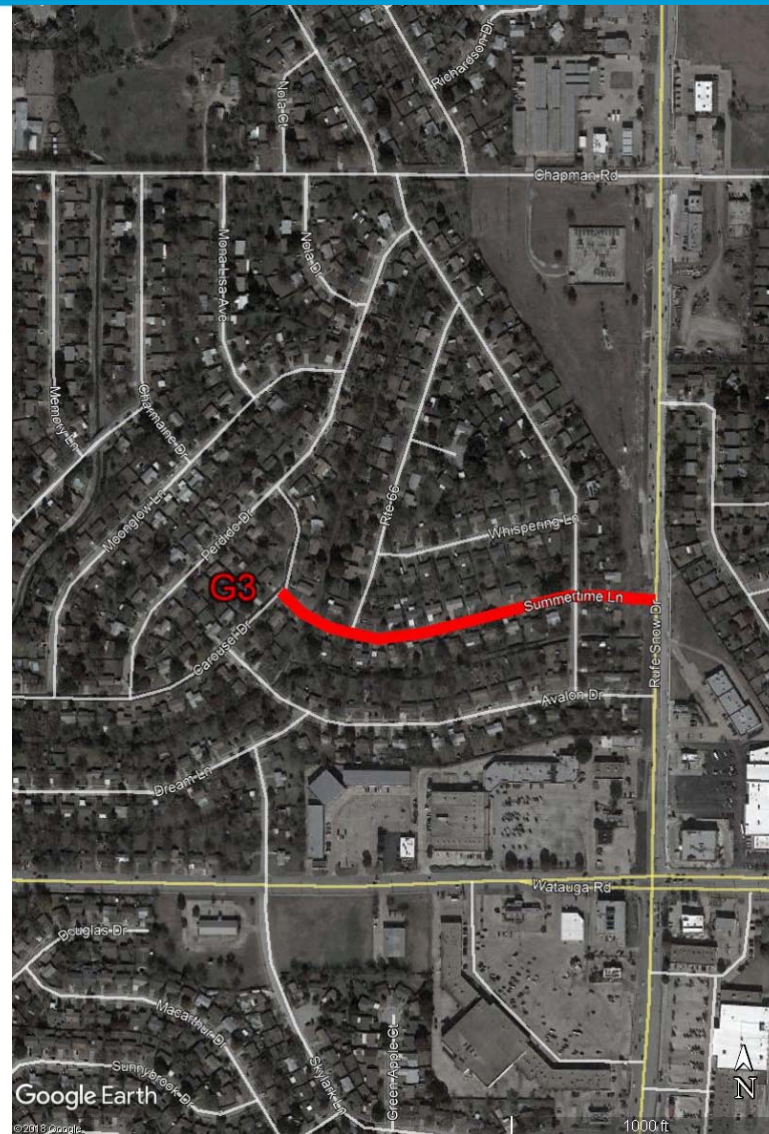
G3 Summertime Lane from Rufe Snow Drive to Carousel Drive

Construction Estimate: \$1,800,000

Construction plans are 95% complete

Construction will be included in the Group 2 project

Estimated Construction Dates:
Start September 2021
Completion March 2022



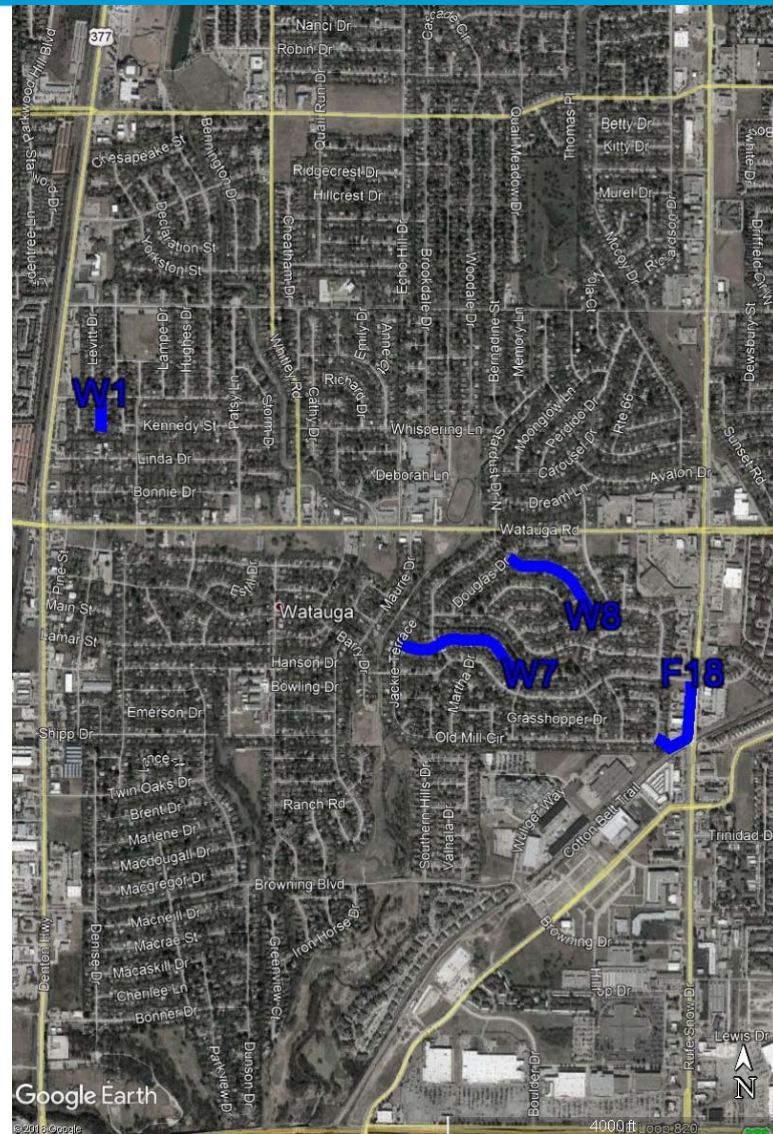
2019-2020 Water & Wastewater CIP, Group 4

Water main rehabilitations from the Capital Improvements Plan:

- W Derek from Whitley Road to Saramac
- 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 starting June 2021



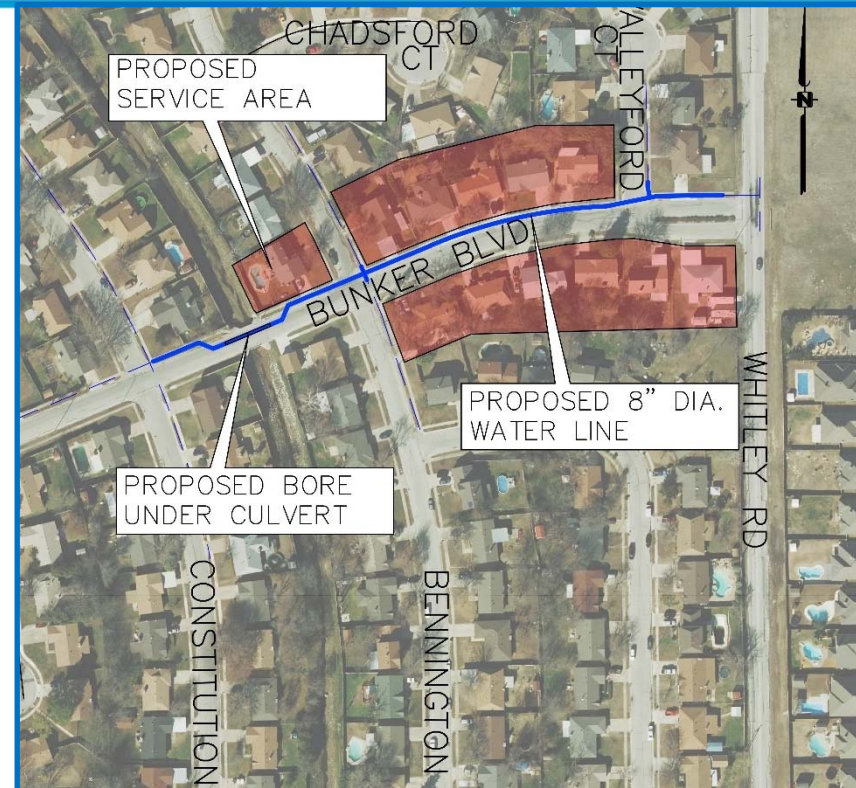
46th Year CDBG – Bunker Blvd. Water Line

Bunker Blvd. Water Line

This is a Tarrant County grant project where we will replace the water line in Bunker Blvd. between Constitution Drive and Whitley Road because the existing water line has been leaking and failing.

Construction Bid: \$301,906.00
Anticipated CDBG grant: \$170,000

Construction Dates:
Start May 17, 2021
Completion August 15, 2021



46th YEAR CDBG PROGRAM

PROJECT MAP
NOT TO SCALE

BLOCK GROUP 1138.09/01

LEGEND

- SERVICE AREA
- PROPOSED PROJECT
- EXISTING WATERLINE

BURGESS & NIPLE
Engineers ■ Planners

2021 Drainage Master Plan

Limits: Whole City

Locate all Watauga drainage structures in GIS; determine new drainage criteria; update Watauga drainage ordinance; prepare drainage calculations of all drainage basins in Watauga based upon new criteria and ordinance

Project Funded by Storm Water Funds

Study Cost: \$440,000

GIS Fieldwork is continuing
Drainage criteria evaluation is completed

Drainage ordinance update has begun



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

High Intensity Activated crosswalk (HAWK) Pedestrian Signal – Tarrant County ½ Funding



City Council – April 2021 Support for 2021 TC
Bonds

Est. Cost: \$2.4M

1. Bursey @ Indian Springs
2. Whitley @ Hickoryhill
3. Starnes @ Partridge
4. Starnes @ Pebblebrook
5. Hightower @ Bennington
6. Chapman @ Brookdale
7. Whispering @ Brookdale
8. Bursey @ Watauga Towne Center



Possible Tarrant County Precinct 3 2006 Bond
Funding – Commissioner Gary Fiskes for 6-8
Locations in the range of \$900,000

Seeking ISD Funding Support

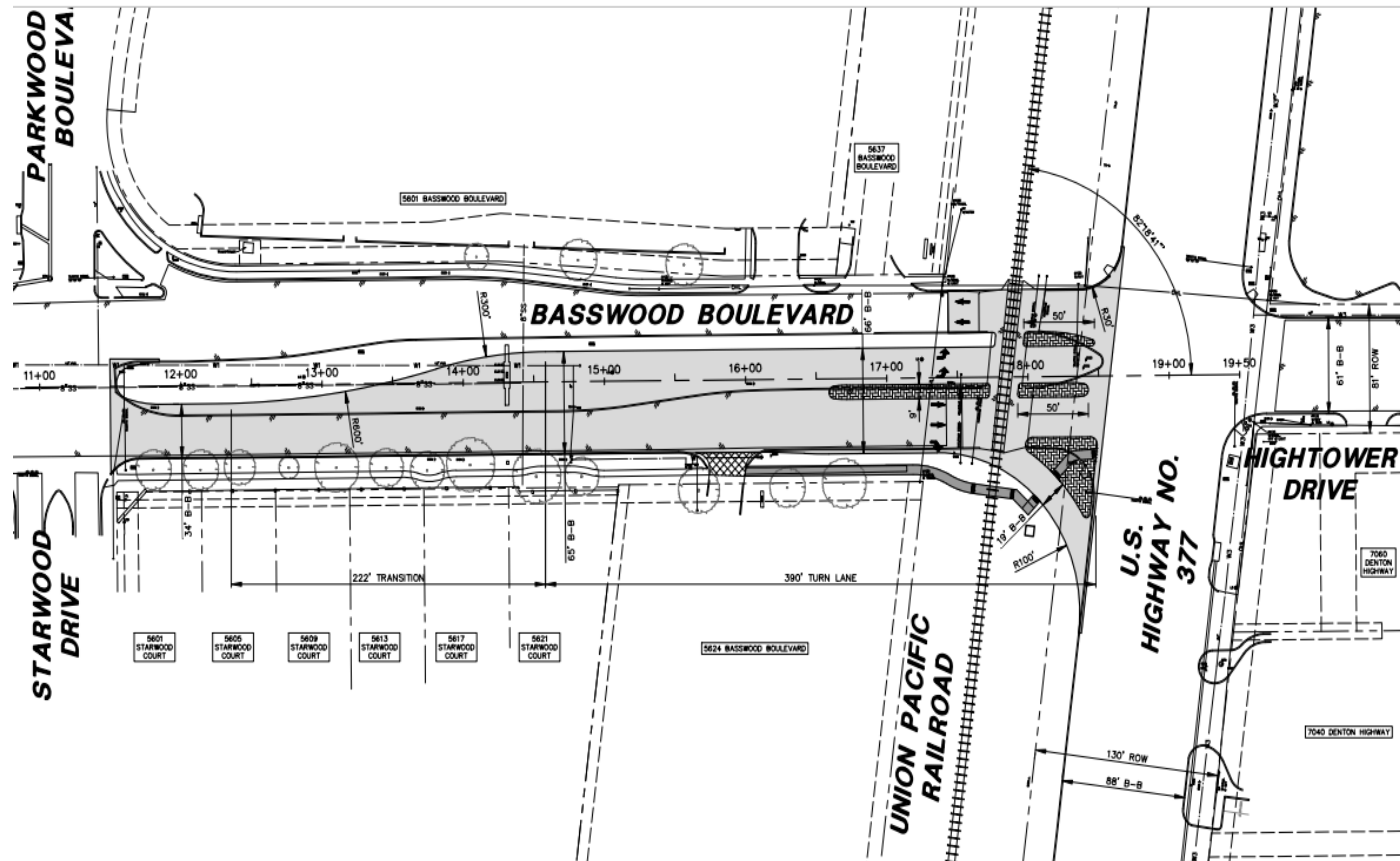
Basswood/Hightower at US 377 – Fort Worth

Limits: West Side
of US 377 at
Basswood Blvd

Design 90%+

Construction Start
May 2022

Construction
Complete October
2022



Burseley Road Townhomes



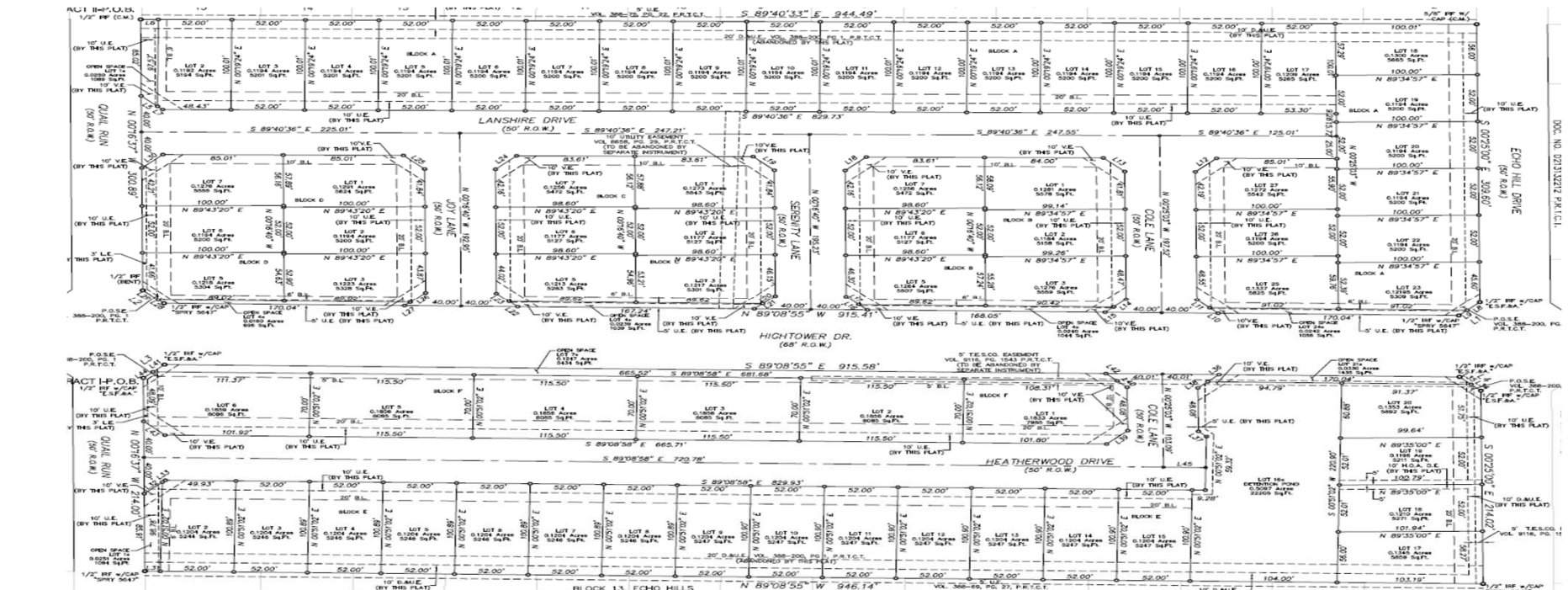
- Preliminary construction plans are under review
- Plat is under review
- Developer is in process of verify locations of utilities to complete final design of construction plans



Hightower Estates



- Plans are approved for subdivision construction
- Awaiting Plat resubmittal for Administrative approval
- Attorney's office reviewing easement abandonment documents for existing fire hydrant to be removed



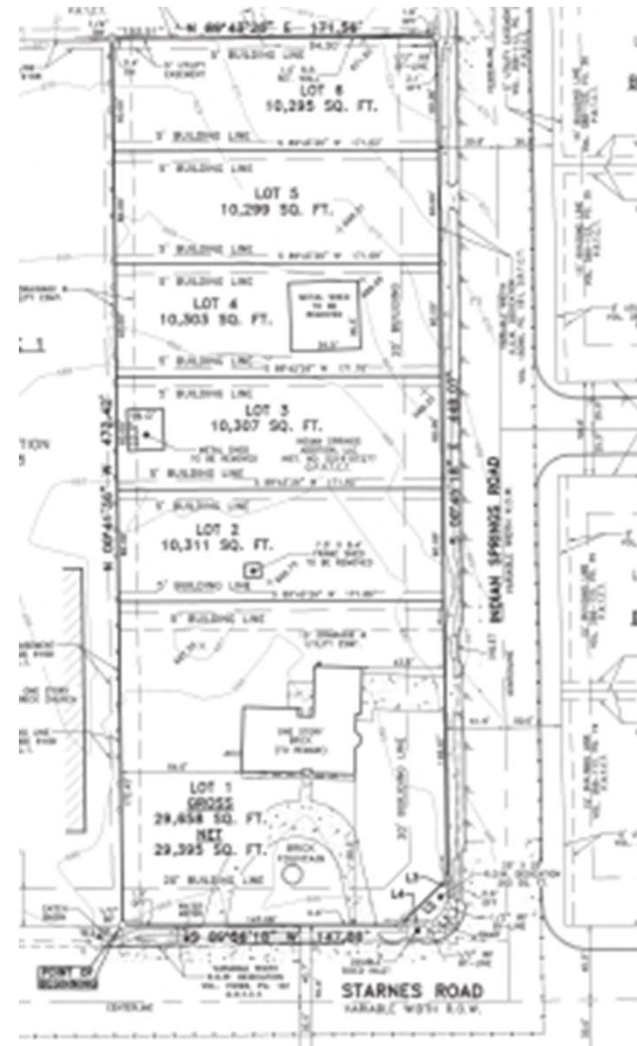
Echo Court

Developer is inquiring if adjacent property is available to be purchased for addition to his development.

Indian Springs Subdivision (New)



- Plans are approved for subdivision construction
- Residential construction plans have been approved
- Preliminary utility work to begin in July



Whitley Road Elementary (New)



- Notice to Proceed was sent April 7, 2021
- Initial grading, Storm drain lines and piers under building are complete in phase 1
- Perimeter beam around storm shelter complete

CONSTRUCTION-PHASE 1			
OVERVIEW			
458	B1-FOUNDATION	12Apr2021A	07Jul2021
448	A1-FOUNDATION	16Apr2021A	05Jul2021
468	C-FOUNDATION	26Apr2021A	28Jul2021
428	SITE OVERVIEW	26May2021	30Aug2021
488	STRUCTURE	06Jul2021	26Oct2021
498	FINISH OUT	09Aug2021	07Mar2022
508	PHASE 2 WORK	08Mar2022	05Jan2023

Questions?



???

Possible Future Project

Economic Development Projects

Food Business Park – Capp Smith Park



Possible Future Project

**MINUTES
WATAUGA CITY COUNCIL
REGULAR MEETING
CITY HALL COUNCIL CHAMBER
7105 WHITLEY ROAD, WATAUGA, TX
MONDAY, JUNE 28, 2021
6:30 PM**

CALL TO ORDER

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

ROLL CALL

The meeting convened with the following members present:

Arthur L. Miner
Andrew Neal
Pat Shelbourne
Tom Snyder
Lovie Downey
Juanita King
Mark Taylor
Jan Hill

Mayor
Mayor Pro Tem/Council Member Place 4
Council Member Place 1
Council Member Place 2
Council Member Place 3 (Absent with Notice)
Council Member Place 5
Council Member Place 6
Council Member Place 7

and

Andrea Gardner
Raquel Guajardo
Shawn Fannan
Paul Hackleman
Randy Richards
Marcia Reyna
Deby Woodard
Bradley Fraley
Lana Ewell
George Hyde

City Manager/City Secretary
Deputy City Secretary
Fire Chief/Assistant City Manager
Director of Public Works
Building Official
Director of Human Resources & Civil Service
Assistant Director of Finance
Chief Information Officer
Library Director
City Attorney

and

Katie Bowman
Conan Mathson
Darrell Brown
Sarah Upchurch

BISD Associate Superintendent of Finance
BISD Officer of Design & Construction
BISD Superintendent
BISD Watauga Elementary Principal

INVOCATION

Pastor J.J. Stevens of Victory Tabernacle Holiness Church provided the invocation.

PLEDGE OF ALLEGIANCE

Mayor Miner led the pledge to the flags.

ANNOUNCEMENTS

Mayor Pro Tem Neal announced the NE Tarrant Chamber will host a 4th of July fireworks event at BISD Plaza at 9:30 p.m.; Local Option petition information can be requested from City Manager's office; and the Outdoor Library Book Club is scheduled July 1 at 6:30 p.m.

Council Member Taylor announced the Citizen Police Academy will run August 4 - September 29. Additional information and application can be found on the city's website or by contacting Officer Steve Gochal.

Mayor Miner offered a reminder that if the required Cyber Security training had not yet been completed, access to city accounts have been suspended until completion of training. Mayor Miner also announced that if interested in re-appointment to boards, committees and commissions, a new application must be submitted. He also stated that additional information regarding the NE Tarrant Chamber 4th of July event can be located at www.netarrant.org.

PRESENTATIONS

Ms. Gardner requested that the order of the presentation items be changed to accommodate the BISD presentation.

1. ~~2.~~ Presentation by BISD regarding possible amendment to Section 423 (Storm Shelters) of the 2018 International Building Code; provide Council direction to the City Manager

Mr. Hackleman introduced the item to Council stating that a temporary CO was requested by BISD to allow time to work out issues related to storm shelter requirements. He also stated BISD staff was in attendance to provide a presentation and seek Council direction. (*Presentation is attached*)

Chief Fannan stated that the City's stance defaults to the building code and the minimum guidelines have not changed.

Mayor Miner asked Council to provide direction:

Place 1, Council Member Shelbourne	More information needed
Place 2, Council Member Snyder	Not for it currently
Place 4, Council Member/Mayor Pro Tem Neal	Provide exemption
Place 5, Council Member King	No
Place 6, Council Member Taylor	More information needed
Place 7, Council Member Hill	Tentative no, pending more information

Mayor Miner stated that more time is needed to evaluate. Ms. Gardner asked Council to send questions to her to so that she can facilitate with BISD.

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

Ms. Gardner recognized Ms. Vicki Seay for 10 years of service and Ms. Connie McCrary for 5 years of service.

PUBLIC COMMENT

Requests for public comment were not received.

PUBLIC TESTIMONY FOR ACTION ITEMS

Requests for public testimony were not received.

CONSENT AGENDA

Mayor Miner read the following consent agenda items:

1. **Consider action by the City Council of the City of Watauga, Texas declaring four (4) pieces of equipment as surplus property belonging to the City of Watauga; and authorizing disposal of the surplus property; and purchase of five (5) pieces of equipment**
2. **Consider action to adopt an ordinance of the City of Watauga, Texas amending chapter 40 of the Watauga Code of Ordinances; providing rules and regulations for speed limits within school zones or certain roadways; providing for savings; providing for repeal; providing for severability; providing a penalty; providing an effective date.**
3. **Consider action to approve the Monthly Financial Report for the period ending May 31, 2021**
4. **Consider action to approve the meeting minutes of the June 14, 2021 Council Workshop; June 14, 2021 Regular City Council Meeting; and June 18, 2021 Juneteenth Proclamation.**
5. **Consider action to approve the Library Advisory Board recommendation to change the regular Library Board Meeting Schedule**
6. **Consider action to adopt a Resolution by the City Council of the City of Watauga, Texas approving a Professional Services Agreement between the City of Watauga, Texas and Burgess & Niple, Inc. for construction on the Hightower Rain Garden Project; providing for repeal; providing for severability; providing an effective date**
7. **Consider action to approve an Ordinance of the City of Watauga, Texas amending Chapter 12 of the City of Watauga Code of Ordinances repealing Subsections 12-2 (c) and (d); amending Subsection 12-2(j), and adding Subsection 12-2(s); providing for repeal; providing for severability; and providing an effective date**
8. **Consider action to direct legal counsel to dissolve the Watauga Improving Neighborhoods Committee by repealing City of Watauga Code of Ordinances Sections 2-121 through 2-127, specific to the WIN Committee in a future ordinance revising Section 2**

Council Member Hill made a motion to approve all items on the consent agenda. Motion seconded by Mayor Pro Tem Neal. As there was no discussion, Mayor Miner called for the Council to vote. Motion carried 6-0-0-1.

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

ACTION ITEMS

1. Discuss and provide direction to the City Manager on the purchase and operation of a van for the recreation and senior center participants

Ms. Gardner presented the item to Council which included two options for consideration: purchase a 2019 handicap accessible van for \$53,000 or continue to work with Smiley Transportation to provide them the funding to purchase, maintain and insure a vehicle, which includes staff and exclusive use for the recreation center.

The consensus of Council was to move forward with the Smiley Transportation option. Mr. Hyde commented that Smiley Transportation will have contractual requirements under the WEDC.

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

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

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

3. Discuss and consider action to authorize the City Manager to execute a Notice of Intent with Performance Services, Inc to complete an investment grade audit of the City's water metering system

Mayor Miner announced the item was pulled and postponed until further notice. There was no discussion or action taken on this item.

4. Discuss and consider action on a Resolution by the City of Watauga, Texas repealing Resolution No. 2021-004; providing for the return to one regular city council meeting per month to occur on the second Monday in accordance with the city charter; providing for repeal; providing for severability and providing an effective date.

Council Member Shelbourne presented the item to Council and asked staff for input. Ms. Gardner commented that a Special Council meeting can be called to address items that are time sensitive. However, there are certain items, such as a local option election, that State law requires action be taken during a Regular Meeting only. Ms. Gardner also stated that having

two meetings a month requires extra work and staff time to prepare, especially from the CSO staff, but is available to support the Council in whatever decision is made.

Mr. Hyde commented that he is not aware of the charter not allowing cancellation of the second meeting if needed.

Mayor Miner stated that he is aware of at least three (3) events in which items were kept pending until the next Regular Meeting was held. He recommended waiting to address the meeting schedule after the budget work is complete.

Council Member Taylor stated that the primary purpose of hosting two (2) Regular Meetings a month, is the first is the primary meeting and second meeting is available if needed but can be cancelled.

The consensus of Council was to continue with two Regular Meetings each month.

Council Member Shelbourne made a motion to take no action at this time. Motion seconded by Council Member Snyder. Mayor Miner called for discussion and hearing none, called for Council to vote. Motion carried 6-0-0-1.

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

Nays: None

Abstain: None

Absent: Downey

ITEMS FOR FUTURE AGENDAS

Mayor Miner requested further discussion regarding the BISD storm shelter issue. Ms. Gardner responded that once requests for further information and subject matter is received, it will be placed on a meeting agenda.

EXECUTIVE SESSION

Mayor Miner recessed the regular meeting for executive session at 7:37 p.m., to discuss the following items:

- 1. Pursuant to Texas Government Code Section 551.071 and 551.087, the Watauga City Council will meet in Executive Session to seek legal advice and deliberate on economic development negotiations with Smit Shah**
- 2. Pursuant to Section 551.071 and 551.074, to deliberate upon and seek the advice of the City Attorney regarding the duties of the City Manager, Andrea Gardner**
- 3. Pursuant to Texas Government Code 551.074, the Watauga City Council will meet in executive session to deliberate the employment and duties of the City Attorney**

RECONVENE

Mayor Miner reconvened the regular meeting at 9:59 p.m.

ITEMS OF EXECUTIVE SESSION DELIBERATION

- 1. Discuss and consider action to enter into an economic development reement with Smit Shah**

Mayor Miner stated that direction was given to the city manager to continue negotiations with Smit Shah.

- 2. 3. Pursuant to Texas Government Code 551.074, the Watauga City Council will meet in executive session to deliberate the employment and duties of the City Attorney**

Council Member Snyder made a motion to approve the City Attorney's office budget submittal and amended agreement as presented in Executive Session. Motion seconded by Council Member King. Mayor Miner called for discussion and hearing none, commented that he does not believe there was sufficient time to review the proposed changes. As there was no further discussion, Mayor Miner called for Council to vote. Results were 3-3-0-1.

As per Section 3.06 of the city's charter, the mayor..."shall vote only in case of a tie vote of the city council..." As such, Mayor Miner voted "no". Motion failed 3-4-0-1.

Ayes: Snyder, Neal, King

Nays: Shelbourne, Taylor, Hill, *Miner*

Abstain: None

Absent: Downey

- 3. 2. Pursuant to Section 551.071 and 551.074, to deliberate upon and seek the advice of the City Attorney regarding the duties of the City Manager, Andrea Gardner**

Mayor Miner stated that no action will be taken at this time.

ADJOURNMENT

Mayor Miner adjourned the meeting at 10:04 p.m.

APPROVED: this _____ day of _____, 2021.

SIGNED: this _____ day of _____, 2021.

APPROVED:

Arthur L. Miner, Mayor

ATTEST:

Andrea Gardner, TRMC, City Secretary

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

Watauga Elementary School

Modular Building Complex
Storm Shelter Code Amendment

City of Watauga, TX

June 28, 2021

Watauga Elementary School

- Existing portable buildings were over 30 years old
- Replaced existing with modular building complex
 - Halls, restrooms (units are joined into one unit)
 - Controlled entry is safer for students
 - Better instructional environment
- BSD has never been required by any municipality to provide storm shelters for modular buildings
- Plan Review and Permitting
 - 50% construction document review 12/11/19
 - 100% construction document review 1/29/20
 - City of Watauga became aware of the ICC-500 storm shelter requirement 8/11/20
 - Discussions began during final inspections for facility opening in August 2020

Watauga Elementary School

- Permanent shelters cost millions of dollars
- Modular shelters are not a good solution
 - \$60,000 for standard unit (34 occupants)
 - Estimated cost \$750,000 with installation
 - Chemical toilets



Watauga Elementary School

- Only our newest schools (2021) have shelters
- At existing schools, detailed emergency management plans and procedures are in place
- Students in modular buildings are moved to main building during tornado warnings at all campuses in the District

Watauga Elementary School

Plan and Procedure

- Emergency radios located at front desk
- Staff in modular buildings are notified via radio of weather emergencies
- Shelter in place maps are posted and used when modular buildings are evacuated for weather
- Shelter locations for modular building occupants are located close to modular buildings
- Older students (5th grade) are housed in modular buildings
- Interventionists with small groups (5 at a time) of students ages 5 to 11 are housed in modular buildings

Watauga Elementary School

- Key Benefits of Modular Complex
 - Replace 30+ year old units in poor condition
 - Improve safety for students and staff
 - Improve learning environment for students and staff
 - Improve aesthetics of the campus and neighborhood

Watauga Elementary School

Before



After

Watauga Elementary School

Summary

- BISD requests an amendment to the IBC 2018 Section 423
 - Exempt modular buildings at school facilities from the IBC 2018 storm shelter requirements



AGENDA MEMORANDUM

DATE: July 7, 2021

TO: Honorable City Council Members

FROM: George Hyde, Legal

SUBJECT: Discuss and consider legislative amendments to update and revise Chapter 2 of the City of Watauga Code of Ordinances

BACKGROUND/INFORMATION:

City Council approved an ordinance update schedule for ordinance updates on March 9, 2020. On June 26, 2021, the City Attorney provided proposed revisions to the City Manager and requested input on certain provisions. Highlights included in the attached ordinance are:

- Section 2-46 - revise the word "shall" to "may" to provide greater flexibility
- Removal of Board Members - revise to read " A board, commission or committee shall recommend to the mayor and city council removal of any member who is absent from two consecutive meetings without first notifying the chair or the city secretary's office by 12:00 noon of the meeting date and/or fails to exhibit a general interest in the endeavors of the board, commission or committee. Two consecutive absences by a member, whether or not the member first notifies the chairperson or the city secretary's office by 12:00 noon of the meeting date, shall require a specific agenda item at the next regularly scheduled meeting to determine if the reasons for the absences are sufficient to be excused or constitute a failure to exhibit a general interest in the endeavors of the board, commission or committee."
- Open Meetings Act Compliance - read "Board meetings shall be generally open to the public; however, compliance with the Texas Open Meetings Act shall not be required, except as may be required by State law."
- Board of Appeals - relocate the appeals process from the Board of Appeals to Building and Fire Code Chapters since the appeals will result from those Chapters.
- Board of Appeals - require all determinations (not just those concerning a hazardous situation) should remain in effect pending the appeal.
- Board of Appeals - revise the language to require odd places on Board expire in odd years and even places expire in even years.
- Animal Advisory Board - add language to indicate 2 year terms.
- Animal Advisory Board - change to use of standard retention period for record retention to ensure consistency with other Boards.
- All Boards - set appointment as August of each year.



AGENDA MEMORANDUM

- Ethics language - revise to remove employees - personnel policies and State Law (Tx LGC Chapters 171 and 176) addresses/requires certain actions
- Abandoned, unclaimed and stolen property - relocate to City policy as there is no legal need to include in ordinance.

FINANCIAL IMPLICATIONS:

\$25,000 was included in the total legal fees budget of the General Fund for Legal Review of City Ordinances.

RECOMMENDATION/ACTION DESIRED:

The City Attorney recommends the City Council review the proposed amendments to Chapter 2 of the City of Watauga Code of Ordinances and provide feedback for updating.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. 2021.06.26 Chap 2 Legal Review Memo - staff comments
2. 2021.07.09 Chapter 2 Revised
3. 2021.07.09 Section 12-2 Revised

REVIEWED BY:

Karrie Marling, Legal

George Hyde, Legal

Andrea Gardner, City Manager

Raquel Guajardo, Deputy City Secretary

Approved as to form for inclusion on Agenda

Approved - 7/9/2021

Approved - 7/9/2021

Approved - 7/9/2021

Final Approval - 7/9/2021

**CITY OF WATAUGA, TEXAS
CODE OF ORDINANCES**

. . . .

Chapter 2 - ADMINISTRATION

ARTICLE I. - IN GENERAL

Sec. 2-1. - Official newspaper.

The city council, in accordance with the provisions of V.T.C.A., Local Government Code § 52.004, shall hereafter designate an official newspaper of the city. Such designation shall be made by resolution duly passed and adopted by the city council. Such designated newspaper shall be a newspaper of general circulation in the city. Such designation by resolution shall be effective from the date of passage of such resolution, until such time as the city council might further act to alter or amend such designation.

Sec. 2-2.- Surreptitiously Recording Oral and Electronic Communications of City Officials, City Volunteers or City Employees Prohibited; Exceptions

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

Sec. 2-3.-Penalty

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

ARTICLE II. - CITY COUNCIL

Sec. 2-21. - Meetings.

The city council shall establish, by resolution, procedures to be followed at city council meetings of the city. Such resolution, which may be amended from time to time by further resolution of the city council, shall establish procedures to be followed for the following items:

- (1) Meeting dates and times for regular meetings of the city council.
- (2) ~~Establish order~~Order of business to be followed at regular meetings of the city council.
- (3) ~~Provide any modifications~~Modifications, alterations and amendments to Robert's Rules of Order which may be in use at city council meetings. The city council shall, by resolution, adopt a specific edition of Robert's Rules of Order.
- (4) ~~Establish procedures~~Procedures for the determination of alternate meeting days where regular meeting dates fall on legal holidays.

ARTICLE III. - BOARDS AND COMMISSIONS

DIVISION 1. - GENERALLY

Sec. 2-4~~6~~1. - Interview policy and procedure.

The city council ~~shall~~may annually determine the process for interviewing applicants to fill vacancies on all city boards, commissions, ~~and~~ committees ~~and corporations~~, except as otherwise may be provided by the Watauga Charter or law. **(CONSIDER DELETION)** At the city council meeting in January every year, the city council ~~shall~~may determine whether to utilize a committee of the city council during such calendar year for the purposes of interviewing applicants to the city boards, commissions, ~~and~~ committees ~~and corporations~~ provided for in the Watauga Home Rule Charter and ~~the Watauga Code~~this code. In the event the city council determines to utilize such an interview committee, the city council ~~shall~~may provide for the number of members of such committee and any procedures related thereto.

Sec. 2-42. - Members and directors.

Unless otherwise provided by law or this Code, members and directors of the boards, commissions and committees provided for in this article shall serve at the pleasure of the city council and may be removed at the discretion of the city council. Upon completion of the appointment process, new members or directors should become familiar with all aspects, duties and responsibilities of the board, commission or committee to which they are appointed and shall complete any available training provided by the city within sixty (60) days of such training being made available to them, except as otherwise provided herein. Members and directors may be reappointed for consecutive terms.

Sec. 2-43. – Meetings; rules of order; records.

- (a) The boards, commissions and committees for which the Open Meetings Act has been invoked pursuant to this article may not conduct a closed meeting without prior approval from the city attorney's office.
- (b) The boards, commissions and committees provided for in this article may adopt rules and procedures for the conduct of meetings. The edition of Robert's Rules of Order adopted by the city

council shall be the final authority on all questions of procedure and parliamentary laws not covered by the adopted rules and procedures.

- (c) The city secretary shall retain records of the board, commissions and committees provided for in this article.

Sec. 2-44. - Assistance by city staff; use of city resources; exclusion of staff or employee members

- (a) As allowed by law and subject to the approval of the city manager, the facilities and personnel of the city shall be made available to assist the boards, commissions and committees provided for in this article.
- (b) The boards, commissions and committees may receive reports, advice and available services from the various city departments as directed by the city manager or his or her designated representative.
- (c) Members of the boards, commissions and committees shall have no authority in the hiring or assignment of employees or volunteers of the city. The boards, commission and committees shall have no authority in the establishment of salary ranges for city employees. Further, the boards, commissions and committees and members of same shall direct all communications concerning city officers and employees through the office of the city manager, and no board, commission or committee or members of same may instruct any officer or employee, either publicly or privately.
- (d) Except as otherwise provided, no city staff member or employee shall be member of a board, commission or committee provided for in this article.

Sec. 2-45. - Compensation of members; fundraising activities; expenditures.

- (a) All members or directors of the boards, commissions and committees provided for in this article shall serve without compensation.
- (b) No debts of any kind or character shall be made or incurred by any board, commission or committee without authority of the city council.
- (c) Any board, commission or committee provided for in this article shall obtain authorization from the city council through the city manager prior to seeking any donations, engaging in any solicitations or other fundraising activity, provided same are allowed by law. All revenues derived from fundraising activities shall be deposited into the city general fund and utilized to support related activities as determined by the city council during the budgeting process.

Sec. 2-46. Removal of members for cause. (OPTIONAL—Based on language in current ordinance)

Option 1: Delete provision.

Option 2: A board, commission or committee member who is absent without a valid excuse under this section for three consecutive regular meetings or one-third of all regular meetings in a "rolling" twelve-month period automatically vacates the member's position. This does not apply to an absence due to illness or injury of the board member, an illness or injury of a board member's immediate family

member, or the birth or adoption of the board member's child for ninety (90) days after the event. The board member must notify a board liaison of the reason for the absence not later than the date of the next regular meeting of the board. Failure to notify the liaison before the next regular meeting of the board will result in an unexcused absence.

Option 3: Staff indicates the Mayor's preference is Option 3: A board, commission or committee shall recommend to the mayor and city council removal of any member who is absent from two consecutive meetings without first notifying the chair or the city secretary's office by 12:00 noon of the meeting date and/or fails to exhibit a general interest in the endeavors of the board, commission or committee. Two consecutive absences by a member, whether or not the member first notifies the chairperson or the city secretary's office by 12:00 noon of the meeting date, shall require a specific agenda item at the next regularly scheduled meeting to determine if the reasons for the absences are sufficient to be excused or constitute a failure to exhibit a general interest in the endeavors of the board, commission or committee.

Option 4: Use different versions or removal for cause provision for different boards.

DIVISION 2. - CHARTER REVIEW COMMISSION

Sec. 2-~~64.~~61. - Creation; purposes; powers ~~and;~~ duties.

There is hereby created for the city, in accordance with section 13.05 of the Home Rule Charter, ~~a commission which shall be known as the "charter review commission"~~ (hereinafter ~~in this division,~~ "the commission"). The commission is established for the purposes as provided in the charter and shall have the powers and duties as set forth in ~~section 13.05 of the Home Rule Charter~~the charter, as now or hereafter amended.

Sec. 2-~~65~~62. Composition; appointment ~~and removal~~ of members; terms of office.

~~(a) The Charter Review Commission shall consist of seven regular members. The commission shall consist of seven voting members. The mayor, subject to the approval and consent of the city council, shall appoint members to the commission. All vacancies occurring in the membership of the commission shall be filled by appointment of the mayor, with approval and consent of the city council, for the length of the unexpired term. Places on the commission shall be numbered one through seven, with all members appointed for two-year terms to expire June 30. Members serving in odd-numbered places shall have their terms expire on in each odd-numbered year, and members serving in even-numbered places shall have their terms expire on in each even-numbered years. The commission may submit to the mayor the names of those current members who are recommended for reappointment. The mayor may accept or reject the names submitted. The mayor, subject to the approval and consent of the city council in an open meeting, shall appoint members to the Commission year.~~

~~(b) No city staff member or employee shall be a member of the commission.~~

Sec. 2-~~66.~~ ~~New members.~~

~~Upon completion of the appointment process, new members should become familiar with all aspects, duties and responsibilities of the charter review commission. The commission secretary shall furnish the telephone numbers of other commission members and staff, the governing regulations, and any other pertinent information to the new member within seven days of the new member's appointment.~~

~~63~~~~Sec. 2-67.~~ ~~Liaisons.~~

- ~~(a) In addition to regular commission members, the commission shall have two members of the city council appointed by the mayor subject to the approval and consent of the city council to serve as liaisons to the commission. The purpose of the liaisons is to provide guidance to the commission in matters pertaining to city administration and Home Rule Charter affairs, and to provide interface with city staff, the city attorney, and the full city council in any matters that may arise. City council liaisons shall not have the right to vote in any matter before the commission, but shall have the right to fully participate in all discussions of matters that come before the commission.~~
- ~~(b) The appointment of liaisons by the mayor shall be at the regular scheduled meeting of the city council in June of each year.~~

~~Sec. 2-68.~~ - Officers.

- (a) The officers of the commission shall be a chairperson ~~or chair~~, a vice-chairperson, and a secretary. The chairperson shall be permitted to vote on all issues coming before the commission.
- (b) At its first meeting ~~on occurring in or after the month of~~ September ~~1~~ of each year, the membership of the commission shall determine by majority vote the chairperson, vice-chairperson and secretary. ~~Those positions~~Officers shall ~~be for a period of one year, or~~serve until the first meeting ~~on or~~ after September 1 of the following year.
- (c) Vacancies that occur in office are to be filled as follows:
 - (1) In the event of a vacancy ~~or incapacity~~ of the chairperson, the vice-chairperson shall become the chair for the unexpired portion of the term ~~-, provided the vice-chairperson position is filled. If the vice-chairperson position is not filled at the time of a vacancy of the chairperson, then the chairperson position shall be filled in accordance with subsection 2-63(c)(2).~~
 - (2) Vacancies that occur in the other offices shall be filled ~~by special election~~ for the unexpired term.
 - ~~(3) Vacancies occurring in any office shall be filled at the next meeting by majority vote of the remaining commission members.~~
- (d) Duties of the officers shall be as follows:
 - (1) Chairperson.
 - a. Preside at all meetings.
 - ~~b. Represent the board at public functions.~~
 - ~~eb.~~ Appoint special committees.
 - ~~dc.~~ Provide an agenda for each meeting, including any item requested by any other board member, or by the director of the department with whom this commission directly interfaces. The agenda shall be provided city manager, to the city secretary no less than ~~five working~~fourteen (14) days prior to any meeting ~~to provide proper posting notice in accordance with state open meetings laws.~~

~~ed.~~ Schedule meetings of the commission, if other than the pre-established time, day, or week of the month.

~~fe.~~ Report to the mayor and city council.

~~g. The chair shall be entitled to vote on matters coming before the commission.~~

(2) Vice-chairperson.

~~a.~~ Assist the chairperson in directing the affairs of the commission ~~and act.~~

~~b.~~ Act in the chairperson's absence.

(3) Secretary.

~~a.~~ ~~Is responsible for~~ Ensure the accuracy of the minutes of the commission's meetings. ~~A draft copy of those~~

~~b.~~ Create, sign and maintain the minutes ~~will be provided of the commission's meetings.~~

~~c.~~ Provide signed minutes to the city secretary within three working days following ~~any~~ the meeting ~~at which they are adopted.~~

~~b.~~ ~~Shall sign the approved minutes.~~ Sec. 2-64.

~~Sec. 2-69. Donations, solicitations and fundraising activities; expenditures.~~

~~The commission shall obtain authorization from the city council through its liaison prior to seeking any donations, engaging in any solicitations, or other fundraising activity. All other revenues derived from fundraising activities shall be deposited into the city general fund and utilized to support related activities as determined by the city council during the budgeting process or review for all city departments. No debts of any kind or character shall be made or incurred by the commission or anyone acting on its behalf without the express authority of the city council.~~

~~Sec. 2-70. Meetings.~~

The commission shall hold regular meetings as needed or required, but in no case shall these meetings be held less often than once each calendar year. The commission shall, by majority vote, determine the time and place of those scheduled meetings. Variations from this schedule will be on an as-needed basis to be determined and scheduled by the chairperson. A quorum shall consist of a majority of the regularly appointed members serving on the commission at that time. ~~Council liaisons and~~ shall ~~not~~ be ~~counted~~ required to ~~constitute a quorum.~~ conduct official business. The meetings shall be conducted under the requirements of the edition of Robert's Rules of Order ~~with the chairperson presiding at each meeting, or the vice-chairperson in the chairperson's absence. The secretary of the commission shall record the minutes of the proceedings of the meetings and shall submit the same to the city manager through the city secretary as previously described for inclusion in the monthly report from the city manager to the~~ adopted by city council. All meetings shall be open to the public and shall be conducted in accordance with V.T.C.A., Government Code ch. 551, the Open Meetings Act, as amended.

~~Sec. 2-71. Assistance by city staff~~ 65. - Liaisons.

Two members of the city council, appointed by the mayor subject to the approval and consent of the city council, may serve as liaisons to the commission. The purposes of the liaisons are to provide guidance to the commission in matters pertaining to city administration and Home Rule Charter affairs. City council liaisons shall not have the right to vote in any matter before the commission but shall have

the right to fully participate in all discussions of matters that come before the commission in open session.

DIVISION 3. - CRIME CONTROL AND PREVENTION DISTRICT

Sec. (a) City departments are to furnish the commission with reports and services at the direction of the city manager or city council.

(b) The commission may receive reports, advice and available services from the various city departments as required and directed by the city manager or his designated representative. The city staff will be available for advice and consultation, and shall cooperate with and render such services for the commission as shall be reasonably necessary for the operations of the commission.

2-91. – Creation; purposes; powers; duties.

The Watauga Crime Control and Prevention District (hereinafter in this division, “the district”) was approved by majority vote of the qualified voters of Watauga in compliance with the Texas Local Government Code, ch. 363. The district provides for the establishment of a ½ cent sales tax for the purpose of funding of certain crime control programs. The powers, duties, appointment of directors, selection of officers and governance of the district are provided by state law.

DIVISION 3. – CRIME CONTROL DISTRICT BOARD OF DIRECTORS

Sec. 2-101. – New members.

Upon completion of the appointment process, new directors shall be encouraged to become familiar with all aspects, duties and responsibilities of the board of directors of the Watauga Crime Control District (WCCD). The WCCD secretary shall furnish the telephone numbers of other board members and staff, the governing regulations, and any other pertinent information to the new director within seven days of the new director's appointment.

DIVISION 4. - BOARD OF APPEALS

Sec. 2-1071. - Creation; purposes; powers ~~and~~; duties.

There is hereby created for the city a board which shall be known as the "board of appeals". The board of appeals is established for the purpose of providing a review process for determinations of certain city officials made pursuant to the technical codes adopted and amended by the city. The board of appeals shall have the power to hear and decide appeals of orders, decisions, or determinations made by the city's building official ~~or~~and fire code official regarding the application or interpretation of the Building Code ~~or Fire Code currently~~technical codes adopted by the city and amended in chapters 14 and 103 of this code.

Sec. 2-1082. Composition; appointment ~~and removal~~ of members; terms of office.

(a) ~~(a)~~ The board of appeals shall consist of five voting members. The mayor, subject to the approval and consent of the city council in an open meeting, shall appoint members to the board. ~~Members of appeals. All vacancies occurring in the membership~~ of the board of appeals ~~may~~shall be ~~removed~~filled by a ~~majority vote~~appointment of the mayor, with approval and consent of the city

council. ~~The board of appeals shall recommend to city council removal of any member who is absent from two consecutive meetings without first notifying the chair or the city secretary's office by 12:00 noon of the meeting date and/or fails to exhibit a general interest in the endeavors of the board. Two consecutive absences by a member, whether or not the member first notifies the chair or the city secretary's office by 12:00 noon of the meeting date, shall require a specific agenda item at the next regularly scheduled meeting to determine if the reasons, for the absences are sufficient to be excused or constitute a failure to exhibit a general interest in the endeavors of the board. Members serve at the pleasure of the city council and may be removed at the discretion of the council~~length of the unexpired term.

(b) ~~(b) Members of the board of appeals serve for a two-year term, but may be reappointed for consecutive terms~~are not required to be residents of the City of Watauga.

(c) ~~(c) To the extent reasonably possible, members appointed to the board of appeals shall have sufficient training or experience in matters relating to building construction, fire hazards, explosions, hazardous conditions and fire protection systems.~~

~~(c)(d)~~ (d) Places 1, 3 and 5 on the board of appeals shall have two-year terms that expire on August 31 of odd-numbered years. Places 2, 3 and 4 on the board of appeals shall have two-year terms of office that expire on September 30 of odd-numbered years. Places 4 and 5 on the board of appeals shall have terms of office that expire on September 30 August 31 of even-numbered years. Vacancies shall be filled by appointment for the unexpired term by the recommendation of the mayor with the consent and approval of the city council.

~~(d)(e)~~ (d) — The city's building official and fire code official shall be ex officio members of the board of appeals and shall not vote on any matters before the board of appeals.

Sec. 2-109. ~~Residency; qualifications.~~

~~(a) Members of the board of appeals are not required to be residents of the City of Watauga.~~

~~(b) No voting member of the board of appeals shall be a city employee.~~

~~(c) The city council shall endeavor, to the extent reasonably available, to appoint members to the board of appeals who have sufficient training or experience in matters relating to building construction, fire hazards, explosions, hazardous conditions, and fire protection systems.~~

Sec. 2-110 103. - Officers.

(a) The officers of the board of appeals shall be a chairperson, vice-chairperson, and a secretary. The officers shall be selected from the voting members of the board of appeals; however, the city secretary may be appointed as the secretary. The chairperson shall be permitted to vote on all issues coming before the board of appeals.

(b) At its first meeting occurring in ~~October~~ after September of each year, the membership of the board of appeals shall determine by a majority vote the chairperson, vice-chairperson and secretary. Officers shall serve ~~for a period of one year, or until the first meeting~~ on or after ~~October~~ September 1 of the following year.

~~(c) Vacancies that occur in office are to be filled as follows:~~

~~(c) Vacancies that occur in office are to be filled as follows:~~

(1) In the event of a vacancy ~~or incapacity~~ of the chairperson, the vice-chairperson shall ~~serve~~ as become the chairperson for the unexpired portion of the term. ~~—, provided the vice-~~

chairperson position is filled. If the vice-chairperson position is not filled at the time of a vacancy or incapacity of the chairperson, then the chairperson position shall be filled in accordance with subsection 2-103(c)(2).

(23) Vacancies that occur in the other offices shall be ~~filled~~filled for the unexpired term by a majority vote of the remaining board of appeals members.

(d) Duties of the officers shall be as follows:

(1) Chairperson.

a. Preside at all meetings.

b. Schedule meetings.

c. Provide an agenda for the unexpired terms. each meeting to the city secretary no less than fourteen (14) days prior to any meeting.

~~(3) Vacancies occurring in any office shall be filled at the next meeting of the board of appeals.~~

~~(d) Duties of the officers shall be as follows:~~

~~(1) Chairperson.~~

~~a. Preside at all meetings.~~

~~b. Schedule meetings.~~

~~c. The chairperson shall be permitted to vote on all issues coming before the board of appeals.~~ (2)
Vice-chairperson.

a. Assist the chairperson in directing the affairs of the board of appeals and act.

b. Act in the chairperson's absence.

(3) Secretary.

~~(3) Secretary.~~

~~a. Is responsible for creating and maintaining a.~~ Ensure the accuracy of the minutes of the board of appeal's meetings.

b. Create, sign and maintain the minutes of the board of appeals' meetings. A

c. Provide a copy of the minutes ~~will be provided~~ to the city secretary within three working days following any meeting. ~~The minutes shall reflect, reflecting~~ the vote of each member, abstention or ~~if a member is absent or abstaining shall indicate that fact.~~ absence of each member.

~~b. Sign the approved minutes.~~

~~Sec. 2-111. Rules of order.~~

~~The board of appeals may adopt rules and procedures for the conduct of meetings. The rules and procedures of the board of appeals shall be adopted and approved by the city council. Any suggested modifications to the adopted rules and procedures shall first be submitted to the city council for approval. An approved copy of these rules and procedures, and any amendments thereto, shall be filed in the office of the city secretary and be made available for public inspection during regular business hours. The edition of Robert's Rules of Order adopted by the city council shall be the final authority on~~

~~all questions of procedure and parliamentary laws not covered by the rules and procedures of the board of appeals.~~

~~Sec. 2-e.~~ Provide notifications of hearings, as described herein.

Sec. 2-112104. - Meetings.

~~(a) A quorum shall consist of three voting members of the board of appeals and shall be required to conduct official business.~~

~~(b) The chairperson shall establish the date and time for each meeting upon notification of an appeal to the board of appeals. A quorum shall consist of three voting members of the board of appeals and shall be required to conduct official business. -~~

~~(c) All meetings shall be open to the public and shall be conducted in accordance with V.T.C.A., Government Code ch. the Texas551, the Open Meetings Act, as now or hereafter amended.~~

Sec. 2-105. – Reserved.

Sec. _____ 2-106

~~Sec. 2-113. – Compensation of members; expenditures.~~

~~(a) All members of the board of appeals shall serve without compensation.~~

~~(b) No debts of any kind or character shall be made or incurred by the board of appeals or anyone acting on its behalf without express authority of the city council.~~

~~Sec. 2-114. – Assistance by city staff.~~

~~(a) City departments are to furnish the board of appeals with reports and services at the direction of the city manager or city council.~~

~~(b) The board of appeals may receive reports, advice and available services from the various city departments as required and directed by the city manager or his designated representative.~~

~~Sec. 2-115. - Appeals.~~

(a) Any person who is affected by a decision of the building official or fire code official may appeal an application or interpretation of the substantive provisions of the applicable technical codes or the denial of a permit by the building code official or fire code official. An appeal must be based on a claim that the building code or fire applicable code was improperly interpreted, the provisions of the Code applicable code do not fully apply, or an equivalent method of construction or protection exists.

(b) An appeal must be filed in writing with the city secretary. The notice of appeal shall be filed within ten business days after any decision or interpretation is made or a permit is ~~refused or disapproved.~~denied. A nonrefundable fee in the amount set forth in the ~~fee~~-schedule of fees in Appendix A Chapter 12 of this Code shall be delivered to the city secretary at the time of filing the appeal.

(c) Appeals shall be placed on ~~the~~an agenda of the board of appeals for a hearing. The secretary shall notify all necessary parties of the date, time and location of the hearing. Parties may appear before the board of appeals in person or through counsel.

- (d) ~~—A decision by the building official or fire code official involving a hazardous situation to life or property shall remain in full effect pending the final decision of the board of appeals. A determination of whether a hazardous situation to life or property exists shall be made by the building official or fire code official.~~
- (e) The building official and fire code official shall transmit to the board of appeals all records and data in the city's possession that is relevant to the appeal. The board of appeals may require such additional data, tests, or expert professionals as it deems necessary to render a decision.
- (f) A majority vote of a quorum of the board of appeals is required to overturn or modify a decision of the building official or fire code official. The board of appeals shall have no authority to waive any provisions contained in the ~~building code or fire code~~, codes but may determine that a provision contained in the ~~building code or fire code~~ codes does not apply or that an equivalent method of construction or protection is suitable. The building official and fire code official shall enforce and execute all decisions and orders of the board of appeals.
- (g) Each decision of the board of appeals shall be in writing, signed by the members rendering the decision and maintained in the office of the city secretary.

DIVISION

CONSIDER DELETION: Division 5. ~~WATAUGA IMPROVING NEIGHBORHOODS~~ COUNCIL RULES OF PROCEDURE REVIEW COMMITTEE

Sec. 2-1231. ~~Creation; purposes; powers and; duties.~~

~~There is hereby created for the city a committee which shall be known as the "Watauga Improving Neighborhoods (WIN) Committee". The WIN committee shall have the following powers and duties:~~

- ~~(1) Review and select projects and programs that are identified by the city council and city staff that will assist the city with economic development through the use of property maintenance and neighborhood revitalization initiatives designed to maintain residential property values in the city.~~
- ~~(2) Review and select residential properties in the city that qualify for property maintenance and neighborhood revitalization programs and initiatives based upon eligibility criteria established by the WIN committee.~~
- ~~(3) Review and select volunteer organizations that will provide residential property maintenance and neighborhood revitalization programs in the city.~~
- ~~(4) Monitor residential property maintenance and neighborhood revitalization programs in the city to ensure that volunteer organizations complete the projects in accordance with the terms and conditions of the contracts between the city and the volunteer organizations.~~
- ~~(5) Monitor the use of municipal funds in support of residential property maintenance and neighborhood revitalization programs. Ensure that municipal funds are utilized only for municipal purposes and that unused materials that are purchased with municipal funds are returned to the city.~~

~~Sec. 2-122. Composition; appointment and removal of members; terms of office.~~

- ~~(a) The WIN committee shall consist of seven voting members which shall be composed as follows:~~

~~Place 1—One member of the City of Watauga Finance Department~~

~~Place 2—One member of the City of Watauga Police Department~~

~~Place 3—One member of the City of Watauga Code Enforcement Department~~

~~Place 4—One City of Watauga employee from any city department~~

~~Place 5—One City of Watauga employee from any city department~~

~~Place 6—One citizen of the City of Watauga~~

~~Place 7—One citizen of the City of Watauga~~

- ~~(b) The mayor, subject to the approval and consent of the city council in an open meeting, shall appoint members to the WIN committee. Members of the WIN committee may be removed by a majority vote of the city council.~~

~~The WIN committee shall recommend to the mayor and city council removal of any member who is absent from two consecutive meetings without first notifying the chair or the city secretary's office by 12:00 noon of the meeting date and/or fails to exhibit a general interest in the endeavors of the committee. Two consecutive absences by a member, whether or not the member first notifies the chair or the city secretary's office by 12:00 noon of the meeting date, shall require a specific agenda item at the next regularly scheduled meeting to determine if the reasons for the absences are sufficient to be excused or constitute a failure to exhibit a general interest in the endeavors of the committee. Members serve at the pleasure of the city council and may be removed at the discretion of the council.~~

- ~~(c) Members of the WIN committee serve for a two-year term, but may be reappointed for consecutive terms. Vacancies shall be filled by appointment for the unexpired term by the recommendation of the mayor with the consent and approval of the city council in an open meeting.~~

- ~~(d) The mayor, subject to the approval and consent of the city council in an open meeting, shall appoint one member of the city council to serve as the ex officio advisory member of the WIN committee and shall appoint one member of the city council to serve as the alternate ex officio advisory member of the WIN committee. The ex officio and alternate ex officio advisory members of the WIN committee shall not vote on any matters coming before the WIN committee.~~

~~Sec. 2-123. Officers.~~

- ~~(a) The officers of the WIN committee shall be a chairperson, vice chairperson, and a secretary. The officers shall be selected from the voting members of the WIN committee, however the city secretary may be appointed as the secretary.~~

- ~~(b) At its first meeting after creation of the WIN committee and at the first meeting in October of each year, the membership of the WIN committee shall determine by a majority vote the chairperson, vice chairperson and secretary. Officers, except for the initial officers selected after the creation of the WIN committee, shall serve for a period of one year. Terms office shall expire on September 30. Officers shall holdover in office until their successors are selected.~~

- ~~(c) Vacancies that occur in office are to be filled as follows:~~

- ~~(1) In the event of a vacancy or incapacity of the chairperson, the vice chairperson shall serve as the chairperson for the unexpired portion of the term.~~

~~(2) Vacancies that occur in other offices shall be filed by a majority vote of the WIN committee for the unexpired terms.~~

~~(3) Vacancies occurring in any office shall be filled at the next meeting of the WIN committee.~~

~~(d) Duties of the officers shall be as follows:~~

~~(1) Chairperson.~~

~~a. Preside at all meetings.~~

~~b. Schedule meetings.~~

~~c. The chairperson shall be permitted to vote on all issues coming before the WIN committee.~~

~~(2) Vice-chairperson. Assist the chairperson in directing the affairs of the WIN committee and act in the chairperson's absence.~~

~~(3) Secretary.~~

~~a. Is responsible for creating and maintaining the minutes of the WIN committee's meetings. A copy of the minutes will be provided to the city secretary within three working days following any meeting. The minutes shall reflect the vote of each member, or if a member is absent or abstaining shall indicate that fact.~~

~~b. Sign the approved minutes.~~

~~Sec. 2-124. Rules of order.~~

~~The WIN committee may adopt rules and procedures for the conduct of meetings. A copy of the rules and procedures, and any amendments thereto, shall be filed in the office of the city secretary and be made available for public inspection during regular business hours. The edition of Robert's Rules of Order adopted by the city council shall be the final authority on all questions of procedure and parliamentary laws not covered by the rules and procedures of the WIN committee.~~

~~Sec. 2-125. Meetings.~~

~~(a) A quorum shall consist of a majority of the voting members of the WIN committee and shall be required to conduct official business.~~

~~(b) The chairperson shall establish the date and time for each meeting.~~

~~(c) All meetings shall be open to the public and shall be conducted in accordance with the Texas Open Meetings Act, as now or hereafter amended.~~

~~Sec. 2-126. Compensation of members; expenditures.~~

~~(a) All members of the WIN committee shall serve without compensation. However, service on the WIN committee by city employees shall be considered a part of an employee's job duties for which the employee shall receive their normal salary or rate of pay. Employees serving on the WIN committee shall have their normal work schedule adjusted when necessary to avoid the necessity for overtime compensation.~~

~~(b) No debts of any kind or character shall be made or incurred by the WIN committee or anyone acting on its behalf without express authority of the city council.~~

~~Sec. 2-127. Assistance by city staff.~~

- ~~(a) City departments are to furnish the WIN committee with reports and services at the direction of the city manager or city council.~~
- ~~(b) The WIN committee may receive reports, advice and available services from the various city departments as required and directed by the city manager or his designated representative.~~

~~Division 6. COUNCIL RULES OF PROCEDURE REVIEW COMMITTEE~~

~~Sec. 2-129. Committee established.~~

- ~~(a) Authority. There is hereby created for the city a committee which shall be known as the "Council Rules of Procedure Review Committee." The council rules of procedure review committee (hereinafter in this division, "the committee"). The committee is created for the purpose of reviewing the city council rules of procedure manual and providing recommendations to the city council on amendments and needed changes.~~
- ~~(b) Members. to such manual. The Committee shall consist of three members of the City Council members who shall be appointed by the city council for a term of one year (June 30 through June 30). The city council shall designate one of these three members as an "alternate." In the event the city council has a quorum of four members, all three members (including the alternate) shall serve in their capacity. In the event the city council has a quorum of three members, the alternate will not participate in the meetings. However, the alternate shall serve in his or her capacity in the absence of one of the two other members.~~
- ~~(c) Officers. The officers of the committee shall be a chairperson or chair and a vice chairperson.~~
- ~~(d) Reports. The committee shall may provide quarterly reports to the city council regarding any proposed recommendations or revisions to the city council rules of procedure manual.~~

Sec. 2-132. - Composition; appointment of members; terms of office.

The committee shall consist of three sitting members of the City Council members who shall be appointed by the mayor for a term of one year beginning September 1 and ending August 31. The mayor shall designate one of these three members as an "alternate." In the event the city council has a quorum of four members, the alternate may participate in the meetings of the committee. In the event the city council has a quorum of three members, the alternate may not participate in the meetings, except that the alternate may participate in meetings in the absence of one of the two other members.

DIVISION 76. - YOUTH ADVISORY COUNCIL

~~Sec. 2-164~~Sec. 2-1641. - Creation; ~~purpose~~purposes; powers; duties.

- ~~(a) There is hereby created for the Youth Advisory Council.~~city the youth advisory council. The purpose of the ~~Youth Advisory Council~~youth advisory council is to serve as a liaison between the city council and the youth of the community on issues related to youth. The ~~Youth Advisory Council shall serve~~youth advisory council serves as an advisory body to the city on matters relating to youth. The youth advisory council shall have the following powers and duties:
- ~~(b) The Youth Advisory Council shall have the following powers and duties:~~

- ~~(1) — (1)~~ Attend and complete the Watauga 101 program within twelve months of appointment, provided such program is made available. Successful completion of such program prior to appointment shall satisfy this requirement.
- ~~(2)~~ Develop a draft of bylaws and submit same to city council for approval.
- ~~(2) — (3)~~ Maintain and comply with said bylaws.
- ~~(3) — (4)~~ Identify areas of improvement relating to youth, including the development of programs and services that empower, support and inform youth, create a family-friendly community and enable and encourage youth to be productive members of the community.
- ~~(4) — (5)~~ Study and investigate important issues that relate to youth and advise city council and city staff on same.
- ~~(5) — (6)~~ Work with city council and city staff to develop and implement policies that focus on youth.
- ~~(6) — (7)~~ Facilitate the planning and organization of community events and meetings related to youth.
- ~~(7) — (8)~~ Build partnerships with individuals, groups and organizations that impact both youth and families.
- ~~(8) — (9)~~ Partner with individuals, groups, and organizations in the planning and implementation of services and opportunities that impact both youth and families.
- ~~(9) — (10)~~ Submit a written report to city council on the status of its activities by January 31 of each year.
- ~~(10) — (11)~~ Submit a written report to city council of its activities and an annual plan of its upcoming activities for the ensuing term by May 31 of each year.
- ~~(11) — (12)~~ Carry out and implement directives from the mayor, city council and city staff.

~~Sec. 2-162. — Composition; appointment of members; terms of office.~~

Sec. 2-142. - Composition; appointment of members; terms of office.

- (a) The ~~Youth Advisory Council~~youth advisory council will consist of at least five (5) members who represent the diversity of thought and experience of the Watauga youth. The five (5) members must be enrolled and attending classes in 8th, 9th, 10th, 11th, or 12th grade at the time of appointment. Additionally, each must meet at least one (1) of the following qualifications:
 - (1) Reside in the City of Watauga.
 - (2) Reside within the boundaries of Birdville Independent School District or the Keller Independent School District.
 - (3) Attend a state recognized school or homeschool within the City of Watauga.
- ~~(b) The initial members and subsequent members shall be appointed by the city council.~~
- (b) The mayor, subject to the approval and consent of the city council, shall appoint members to the youth advisory council. All vacancies occurring in the membership of the youth advisory council

shall be filled by appointment of the mayor, with approval of the city council, for the length of the unexpired term.

- (c) City staff shall develop an application process to be approved by the city council to assist with the appointment of all members other than the initial members.
- (d) Each member of the ~~Youth Advisory Council~~ youth advisory council shall serve for a one-year term and may be reappointed for consecutive terms, provided such member meets the qualification requirements set forth in subsection 2-1642(a) of this Ccode at the time of reappointment.

Sec. 2-1643. - Officers.

(a) {The officers of the youth advisory council shall be chairperson, a}— vice-chairperson, a secretary and a historian. The chairperson shall be permitted to vote on all issues coming before the youth commission.

(b) At the first meeting following the ~~organizational meeting for the initial~~ appointment of new members of the ~~Youth Advisory Council~~ youth advisory council at which a quorum is present, the members ~~of said council~~ shall elect ~~determine by majority vote~~ the ~~following~~ officers.

(c) Vacancies that occur in office are to ~~serve~~ be filled as follows:

(1) In the event of a vacancy of the chairperson, the vice-chairperson shall become the chair for the ~~duration~~ unexpired portion of the term of office; provided the vice-chairperson position is filled. If the vice-chairperson position is not filled at the time of a vacancy or incapacity of the chairperson, then the chairperson position shall be filled in accordance with subsection 2-143(c)(2).

(1) ~~Chair, to be responsible for running~~ (2) Vacancies that occur in the other offices shall be filled for the unexpired term by majority vote of the remaining youth advisory council members.

(d) Duties of the officers shall be as follows

(1) Chairperson.

- a. ~~Preside at all~~ meetings, ~~developing~~.
- b. ~~Develop and~~ agenda items ~~and assisting all~~.
- c. ~~Assist other~~ officers with their duties.

(2) Vice ~~Chair, to be responsible for running meetings when the chair is not present and assisting~~ chairperson.

- a. ~~Act in the chairperson's absence~~.
- b. ~~Assist~~ all officers with their duties.

(3) Secretary, ~~to be responsible for taking~~.

- a. ~~Prepare~~ minutes ~~and ensuring the Youth Advisory Council~~.
- b. ~~Provide copies of minutes to~~ city staff liaisons ~~and city council are provided minutes~~.

(4) Historian, ~~to be responsible for keeping track of the~~.

- a. ~~Maintain the~~ history of the youth advisory council, including event documentation, photography, social media and website content submittal.

~~(b)–e)~~ Subsequent officers shall be elected each year following the appointment of new members.

~~Sec. 2-1644. - Meetings and records.~~

(a) The ~~Youth Advisory Council~~youth advisory council shall meet once each month at a regularly established time and date. All meetings of the youth advisory council shall be conducted consistent with the City of Watauga Charter and ~~the City of Watauga Municipal Code~~this code. Committees of the ~~Youth Advisory Council~~youth advisory council may meet at any time.

(b) A quorum will consist of a simple majority of members.

(c) The ~~Youth Advisory Council meeting~~youth advisory council meetings shall be open to the public; however, compliance with the Texas Open Meetings Act shall not be required.

~~(d) All Youth Advisory Council records shall be made publicly available, subject to the Public Information Act and applicable state law.~~

~~(e) The Youth Advisory Council records shall be subject to the records retention policy of the City.~~

~~Sec. 2-1645. - City council liaison; liaison staff member; adult advisors.~~

(a) The city council shall designate one of its members to serve as a liaison to the ~~Youth Advisory Council~~youth advisory council.

(b) The city manager shall appoint a staff member to attend the meetings of the ~~Youth Advisory Council~~youth advisory council and to serve as an advisor to and liaison between the ~~Youth Advisory Council~~youth advisory council and the city council.

(c) The city council shall appoint no less than two (2) adult advisors to the ~~Youth Advisory Council~~youth advisory council. Such advisors shall serve terms commensurate with the terms of the ~~Youth Advisory Council~~youth advisory council members and must meet the following qualifications:

(1) residency within the city limits of the City of Watauga;

(2) 21 years of age or older; and

~~(3) no criminal record (other than class c moving violations); and,~~

~~(4)~~(3) a background in volunteering, teaching or municipal government operations.

~~Sec. 2-166. - Assistance by city staff; use of city resources.~~

~~Subject to the approval of the city manager, the facilities and personnel of the city shall be made available to assist the Youth Advisory Council in carrying out its functions.~~

DIVISION 7.-PARKS S ADVISORY BOARD

Sec. 2-161. – Creation; purposes; power and duties; limitations.

~~Sec. 2-131. – Created.~~

(a) There is hereby created for the city a the parks advisory board ~~which shall be known as the "Parks Advisory Board"~~ (hereinafter in this division "the board").

~~Sec. 2-132. Powers and duties~~

~~(a) The purpose of the Parks Advisory Board~~board is to promote close cooperation between the City of Watauga and all citizens, institutions, and agencies interested in or conducting recreational activities, so that all recreational resources within the city may be coordinated to secure the greatest possible benefit to the public. ~~The board shall~~ advise the ~~City Council~~city council and the city manager regarding:

- ~~(1) the present and future development of city parks, playgrounds, and recreational facilities; and~~
- ~~(2) the general welfare of the city's parks, playgrounds, and recreational facilities and their use by the public; and~~
- ~~(3) ways and means by which the city's parks, playgrounds, and recreational facilities may be strengthened and supported; and~~
- ~~(4) providing support for new parks, programs, and activities.~~

~~(b) The board shall promote close cooperation between the City of Watauga and all citizens, institutions, and agencies interested in or conducting recreational activities, so that all recreational resources within the City may be coordinated to secure the greatest possible benefit to the public.~~

~~(c)~~(b) The board shall perform other duties as directed by the ~~City Council~~city council or as prescribed by the ~~Code of Ordinances~~this code.

Sec. 2-162. - Composition; appointment of members; terms of office.

~~(d) The board shall have no authority in the hiring or assignment of employees or volunteers in the city parks, playgrounds, and recreational facilities for the city. The board shall not have any authority in the activities or the establishment of salary ranges for such employees. Further, the board and its members shall direct all communications concerning city officers and employees through the office of the city manager and neither the board nor its members shall instruct or direct any such officer or employee, either publicly or privately.~~

~~Sec. 2-133. Composition; appointment and removal of members.~~

~~(a) The board shall consist of five regular members.~~The board shall consist of five (5) voting members. The mayor, subject to the approval and consent of the city council, shall appoint members to the board. All vacancies occurring in the membership of the board shall be filled by appointment of the mayor, with approval of the city council, for the length of the unexpired term. Places on the board shall be numbered one through five with all members appointed for two-year terms to expire August 31 ~~except as provided by subsection (1) below:~~

~~(1) The first appointments to places one, three, and five on the Board shall be appointed for an initial term that expires August 31, 2021, regardless of when such members are first appointed. Thereafter, all terms shall be two years.~~

~~(2) Appointees' terms shall be staggered so that continuity among the board will be maintained.~~ Odd-numbered places on the ~~B~~board (places 1, 3, and 5) shall have their terms expire on each odd-numbered

year and even-numbered places on the ~~B~~board (places 2 and 4) shall have their terms expire on each even-numbered years.

~~(b) A Sec. board member who is absent without a valid excuse under this section for three consecutive regular meetings or one third of all regular meetings in a "rolling" twelve month period automatically vacates the member's position. This does not apply to an absence due to illness or injury of the board member, an illness or injury of a board member's immediate family member, or the birth or adoption of the board member's child for ninety (90) days after the event. The board member must notify a board liaison of the reason for the absence not later than the date of the next regular meeting of the board. Failure to notify the liaison before the next regular meeting of the board will result in an unexcused absence.~~

~~(c) Members~~2-163.- Officers.

~~(a) The officers of the Board serve at~~board shall be a chairperson, a vice-chairperson and a secretary. The chairperson shall be permitted to vote on all issues coming before the pleasure~~board.~~

~~(b) At its first meeting in or after September of City Council and may be removed at each year, the discretion~~membership of the council~~board shall determine by majority vote the chairperson, vice-chairperson and secretary. The term of those positions shall be in accordance with the board's bylaws.~~

~~(d)~~(c) Vacancies that occur in office are to be filled as follows:

~~(1) In the event that of a position with an unexpired term becomes vacant, the Mayor shall, subject to the approval and consent of City Council as provided by section 3.06(d) of the City Charter, recommend the appointment of a member to the vacant position on the Board to serve~~vacancy of the chairperson, the vice-chairperson shall become the chair for the unexpired portion of the position's term. City Council approval must be term, provided the vice-chairperson position is filled. If the vice-chairperson position is not filled at the time of a vacancy or incapacity of the chairperson, then the chairperson position shall be filled in accordance with subsection 2-163(c)(2).

~~(2) Vacancies that occur in the other offices shall be filled for the unexpired term by majority vote of the remaining board members.~~

~~(d) Duties of the officers shall be as follows:~~

~~(1) Chairperson.~~

~~a. Preside at all meetings.~~

~~b. Appoint special committees.~~

~~c. Provide an agenda for each meeting, including an item requested by any other board member or by the director of the department with whom this board directly interfaces to the city secretary no less than fourteen (14) days prior to any meeting.~~

~~d. Schedule meetings of the board, if other than the pre-established time, day, or week of the month.~~

~~(2) Vice-chairperson.~~

~~a. Assist the voting procedure set forth~~chairperson in section directing the affairs of the board.

~~b. Act in the chairperson's absence.~~

(3.09(c)) Secretary.

a. Ensure the accuracy of the City Charter minutes of the board's meetings.

~~(e) No city staff member or employee shall be a member of the board.~~

~~(f) All membersb. Create, sign and maintain the minutes of the Board must be in good standing with the board's meetings.~~

c. Provide signed minutes to the city.

secretarySec. 2-134. – New members.

~~Upon completion of the appointment process, new members should become familiar with all aspects, duties and responsibilities of the board. The board secretary is encouraged to furnish the telephone numbers of other board members and staff, the governing regulations, and any other pertinent information to the new member within seventhree working days of the new member's appointmentfollowing the meeting at which they are adopted.~~

Sec. 2-135. – Conflict of Interest164. – Meetings.

(a) The board shall meet at least once every other month. The board shall determine and adopt a schedule of the planned meetings for the upcoming year, in accordance with its bylaws. Special meetings may be called by the Chairperson, or as requested by the mayor. The chairperson shall also call a special meeting if requested by any three members of the Board. A quorum shall consist of a majority of the members of the board and is required to conduct official business. All board meetings shall be conducted in accordance with V.T.C.A., Government Code ch. 551, the Open Meetings Act, as amended.

(b) Two or more board members may place an item on the agenda by oral or written request to the chairperson. After consulting with and receiving input from board members the chair shall approve each final meeting agenda.

(c) The board shall allow citizens to address the board on agenda items and during a period of time set aside for citizen communications. The chair may limit a speaker to three minutes. A member of the public may not address the board at a meeting on an item posted as a briefing.

~~Any board member who shall have a conflict of interest, while conducting city business, shall immediately disclose such interest to other members of the board of which he is a member. The disclosure, and subsequent actions, must be in accordance with the procedures set forth in section 14.14 of the City Charter.~~

Sec. 2-1365.- Liaisons.

~~In addition to regular board members, the board shall have two members of the city council appointed by the mayor subject to the approval and consent of city council to serve as liaisons to the board. The purpose of the liaisons is to provide guidance to the board in matters pertaining to city administration and home rule charter affairs, and to provide interface with city staff, the city attorney, and the full city council in any matters that may arise.~~ City council liaisons shall not have the right to vote in any matter before the board, but shall have the right to fully participate in all discussions of matters that come before the board in open session.

DIVISION 8. – ANIMAL ADVISORY COMMITTEE

Sec. 2-~~137~~-171. - Creation; purposes; powers; duties.

There is hereby created for the city the animal services center advisory committee (hereinafter in this division, "the animal advisory committee"). The animal advisory committee is established pursuant to V.T.C.A., Health and Safety Code § 823.005 and for the purpose of assisting the City in complying with the requirements of V.T.C.A., Health and Safety Code ch. 823. The animal advisory committee shall exercise such powers as prescribed by V.T.C.A., Health and Safety Code ch. 823, and as further granted by the city council, so long as those granted powers are not in conflict with V.T.C.A., Health and Safety Code ch. 823.

Sec. 2-~~(a)~~-172. - Composition; appointment of members; terms of office.

The animal advisory committee shall consist of four voting members which shall be composed of at least one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter and one representative from an animal welfare organization. City staff members or employees may serve as members of the animal advisory committee. The mayor, subject to the approval and consent of the city council, shall appoint members to the animal advisory committee. All vacancies occurring in the membership of the animal advisory committee shall be filled by appointment of the mayor, with approval of the city council, for the length of the unexpired term. Members of the animal advisory committee serve two-year terms.

Sec. 2--173. - Officers.

(a) The officers of the ~~board~~ animal advisory committee shall be a chairperson ~~or chair~~, a vice-chairperson, and a secretary. The officers shall be selected from the voting members of the animal advisory committee. The chairperson shall be permitted to vote on all issues coming before the animal advisory committee.

(b) ~~Membership; term.~~ At its first meeting in or after September of each year, the membership of the ~~board~~ animal advisory committee shall determine by a majority vote the chairperson, vice-chairperson and secretary. ~~The term of those positions shall be, in accordance with the board's bylaws.~~ Officers shall serve until the first meeting on or after September 1 of the following year.

(c) ~~Vacancies.~~ Vacancies that occur in office are to be filled as follows:

(1) ~~1~~ In the event of a vacancy ~~or incapacity~~ of the chairperson, the vice-chairperson (shall become the chairperson for the unexpired portion of the term, provided the vice-chairperson position is filled. If the vice-chairperson position is not filled at the time of a vacancy or incapacity of the chairperson, then the chairperson position shall be filled in accordance with subsection 2-173(c)(2).

(2) Vacancies that occur in the other offices shall be filled ~~by special election~~ for the unexpired term: by majority vote of the remaining animal advisory committee members.

(3) ~~Vacancies occurring in any office shall be filled at the next meeting of the board.~~

(d) ~~Duties.~~ Duties of the officers shall be as follows:

(1) ~~1~~ Chairperson.

- a. Preside at all meetings.
- b. ~~Represent~~ Schedule meetings.
- c. Instruct the ~~board~~-city secretary to prepare an agenda for each meeting and to provide required information, reports and statistics no less than fourteen (14) days prior to any meeting.
- d. Establish a time for each called meeting.
- (2) Vice-chairperson.
 - a. Assist the chairperson in directing the affairs of the animal advisory committee.
 - b. Act in the chairperson's absence.
- (3) Secretary.
 - a. Ensure the accuracy of the minutes of the animal advisory committee's meetings.
 - b. Create, sign and maintain the minutes of the animal advisory committee's meetings.
 - b. Provide the signed minutes to the city secretary within three working days following the meeting at which they are adopted.

Sec. 2-174. - Meetings.

- (a) A quorum shall consist of three members and shall be required to conduct official business and forward recommendations to the city council.
- (b) An agenda shall be prepared for each meeting. The agenda and all reference and statistical material relating to agenda items shall be delivered to each animal advisory committee member prior to each meeting allowing adequate time for review of and familiarization with the agenda items.
- (c) Pursuant to V.T.C.A., Health and Safety Code ch. 823, the advisory committee shall meet at least three times a year. Meetings of the animal advisory committee shall be called and conducted at various times to fulfill the obligations outlined in V.T.C.A., Health and Safety Code ch. 823, as well as directives of the city council. Meetings of the animal advisory committee shall be held in the city hall unless otherwise directed by the chairperson with the approval of a majority of the animal advisory committee.
- (d) Notice of all meetings of the animal advisory committee shall be posted, open to the public and shall be held in accordance with state law and the Charter and Code of the city.
- (e) The advisory committee may convene in work session in order to discuss any matter concerning the city animal services center as well as any other matter relating to V.T.C.A., Health and Safety Code ch. 823. No official business shall be conducted at such work session, and a quorum shall not be required.

Sec. 2-175. – Hearings and decisions.

- (a) Order of business. The chairperson, or in his absence the vice-chairperson, shall preside at all meetings and shall decide all points of order or procedure. All letters of transmittal and/or correspondence from the animal advisory committee shall be over the signature of the chairperson. The chairperson shall call the committee meetings to order and call the roll of the membership. The members present and/or absent shall be recorded by the committee secretary or a designated municipal employee representative. The minutes of any previous meeting shall be

submitted for approval. The public shall be advised of the procedures to be followed in the meeting. A representative of the city police department shall publicly advise the committee members of any communication received pertaining to any matter pending before the committee.

(b) Presentation and hearing.

- (1) The chairperson shall call on persons present who wish to speak to the agenda items, and shall direct that they speak in the following order:
 - a. The proponent or their designated representative.
 - b. Those persons in support of the agenda item.
 - c. Those persons in opposition to the agenda item.
- (2) Whenever necessary, the chairperson shall direct that all remarks be germane to the agenda item. At the chairperson's discretion, a specified time limit may be imposed for each speaker wishing to address a particular item. No rebuttal shall be allowed from either side, unless specifically granted by a majority vote of the committee. The committee may direct questions to any speaker in order to clarify statements and facts presented.
- (3) The chairperson shall then declare the public presentation closed.
- (4) A motion may be made by any member of the committee, other than the presiding officer.
- (5) Any motion may be approved or denied by a simple majority vote of the members present. In the event of a tie vote on any motion, the motion shall be considered denied and shall be so recorded.
- (6) A motion to table an item is not a debatable matter.

DIVISION 9. – LIBRARY BOARD

Sec. 2-181. - Creation; purposes; powers; duties.

There is hereby created for the city the library board (hereinafter in this division, "the board"). The board is established for the purposes of developing and supporting library services within the city. The board shall have the following powers and duties:

- (1) Act in an advisory capacity on all matters pertaining to the library operated by the city.
- (2) Recommend policies to govern the operation and programs of the city public library.
- (3) Assist in planning and provide guidance for expansion of library facilities.
- (4) Assist in interpreting the policies and functions of the library department to the public.
- (5) Encourage in every possible manner the development and advancement of the city public library.
- (6) Do and perform other acts as shall be delegated to the board by the city council.

Sec. 2-182. - Composition; appointment of members; terms of office.

The board shall consist of seven voting members. The mayor, subject to the approval and consent of the city council, shall appoint members to the board. All vacancies occurring in the membership of the board shall be filled by appointment of the mayor, with approval and consent of the city council, for the length of the unexpired term. Each member of the board shall be a resident of the city and shall be a qualified voter for the city on the date of appointment and shall remain a resident and a qualified voter to continue to serve on the board. Places on the board shall be numbered one through seven, with all

members appointed for two-year terms to expire August 31. Members serving in odd-numbered places shall have their terms expire in each odd-numbered year, and members serving in even-numbered places shall have their terms expire in each even-numbered year.

Sec. 2-183. - Officers.

(a) The officers of the board shall be a chairperson, vice-chairperson and a secretary. The officers shall be selected from the voting members of the board. The chairperson shall be permitted to vote on all issues coming before the board.

(b) At its first meeting in or after September of each year, the membership of the board shall determine by a majority vote the chairperson, vice-chairperson and secretary. Officers shall serve until the first meeting on or after September 1 of the following year.

(c) Vacancies that occur in office are to be filled as follows:

(1) In the event of a vacancy of the chairperson, the vice-chairperson shall become the chair for the unexpired portion of the term, provided the vice-chairperson position is filled. If the vice-chairperson position is not filled at the time of a vacancy or incapacity of the chairperson, then the chairperson position shall be filled in accordance with subsection 2-183(c)(2).

(2) Vacancies that occur in the other offices shall be filled for the unexpired term by majority vote of the remaining board members.

(d) Duties of the officers shall be as follows:

(1) Chairperson.

a. Preside at all meetings.

b. Represent the board at public functions.

c. Appoint special committees.

~~d. Schedule meetings of the board, if other than the pre-established time, day or week of the month.~~

~~e. Provide an agenda for each meeting, including any item requested by any other board member, or by the director of the department with whom this board directly interfaces. The agenda shall be provided city manager, to the city secretary no less than five workingfourteen (14) days prior to any meeting to provide proper posting notice in accordance with state open meetings laws.~~

~~e. Schedule meetings of the board, if other than the pre-established time, day, or week of the month.~~

~~f. Shall be permitted to vote on issues coming before the board.~~

(2) Vice-chairperson.

a. Assist the chairperson in directing the affairs of the board ~~and act.~~

b. Act in the chairperson's absence.

(3) Secretary. ~~Is responsible for~~

a. Ensure the preparation and accuracy of the minutes of the board's meetings.

b. Create, sign and maintain the minutes of the board's meetings.

- a. ~~The minutes of each board meeting must include the vote of each member on each item before the board and must indicate whether a member is absent or failed to vote on an item. A draft copy of those minutes will be provided b. Provide the signed minutes to the city secretary within three working days following anythe meeting at which they are adopted.~~

Sec. 2-b. Shall sign the approved minutes.

184. - Meetings.

The board shall hold regular meetings every other month and shall by majority vote determine the time and place of those scheduled meetings. Variations from this schedule will be on an as-needed basis to be Sec. 2-138. Compensation of member; fundraising activities; expenditures.

- (a) ~~All members of the board shall serve without compensation.~~
- (b) ~~The board shall obtain authorization from the city council through the city manager prior to seeking any donations, engaging in any solicitations, or other fundraising activity. All other revenues derived from fundraising activities shall be deposited into the city general fund and utilized to support related activities as determined by the city council during the budgeting process or review for all city departments. No debts of any kind or character shall be made or incurred by the board or anyone acting on its behalf without the express authority of the city council.~~

Sec. 2-139. Meetings.

- (a) ~~All board meetings shall be conducted in accordance with Texas Government Code Chapter 551, the Texas Open Meetings Act. The board may not conduct a closed meeting without prior approval from the City Attorney's office.~~
- (b) ~~Board meetings shall be governed generally by the specific edition of Robert's Rules of Order, or its amendments, adopted by the city. Failure to follow Robert's Rules of Order shall not invalidate any action taken at the meeting.~~
- (c) ~~Agendas. Two or more board members may place an item on the agenda by oral or written request to the chairperson. After consulting with and receiving input from board members the chair shall approve each final meeting agenda. The chair shall submit the meeting agenda for each meeting to be posted not less than fourteen days before the meeting. Posting of the agenda shall comply with the Texas Open Meetings Act.~~
- (d) ~~determined and scheduled by the chairperson. A quorum shall consist of a majority of the regularly appointed members of serving on the board and is required to conduct official business; no action taken by the board in the absence of a quorum at that time. All meetings shall be open to the public and shall be effective.~~
- (e) ~~The board shall meet at least once every other month. The board shall determine and adopt a schedule of the planned meetings for the upcoming year, in accordance with its bylaws.~~
- (f) ~~Future meetings may be rescheduled if a majority of board members so vote at any meeting at which a quorum is present.~~
- (g) ~~Special meetings may be called by the Chairperson, or conducted in accordance with V.T.C.A., Government Code ch. 551, the Open Meetings Act, as requested by the Mayor. The Chairperson shall~~

~~also call a special meeting if requested by any three members of the Board. Notice of special meetings shall be given to the city secretary to be posted at least fourteen days prior to such a special meeting and shall state the purpose, time, day, month, date, year, and location of the meeting amended.~~

~~(h) For a board action to be effective, it must be adopted by an affirmative vote of the number of members necessary to provide a quorum.~~

~~(i) The board shall allow citizens to address the board on agenda items and during a period of time set aside for citizen communications. The chair may limit a speaker to three minutes. A member of the public may not address the board at a meeting on an item posted as a briefing.~~

~~(j) The secretary of the board shall ensure that minutes of each board meeting are prepared.~~

~~(1) The minutes of each board meeting must include the vote of each member on each item before the board and must indicate whether a member is absent or failed to vote on an item.~~

~~(2) Except as prohibited by conflict of interest laws or the City Charter, all members of a board or commission authorized to vote shall vote "aye" or "nay" on every action requiring a vote.~~

~~(3) The nature of a conflict of interest shall be concisely stated in the minutes.~~

~~(k) The city secretary shall retain agendas, approved minutes, internal review reports and bylaws. The Parks and Community Services Department, as defined by the City Charter, shall retain all other Board documents.~~

~~Sec. 2-2-140. Assistance by city staff.~~

~~(a) City departments are to furnish the board with reports and services at the direction of the city manager or city council.~~

~~(b) The board may receive reports, advice and available services from the various city departments as required and directed by the city manager or his designated representative. The parks director and his staff will be available for advice and consultation and shall cooperate with and render such services for the board as shall be reasonably necessary for the operations of the board.~~

185. - Liaisons.

Two members of the city council, appointed by the mayor subject to the approval and consent of the city council, may serve as liaisons to the board. The purpose of the liaisons are to provide guidance to the board. City council liaisons shall not have the right to vote in any matter before the board but shall have the right to fully participate in all discussions of matters that come before the board in open session.

ARTICLE IV. - OFFICERS AND EMPLOYEES

DIVISION 1. - GENERALLY

~~Sec. 2-131. Standard of care for emergency actions by city officers, agents or employees.~~

~~Every officer, agent or employee of the city, while responding to emergency calls or reacting to emergency situations, regardless of whether any declaration of emergency has been declared or~~

~~proclaimed by a unit of government or subdivision thereof, is hereby authorized to act or not to act in such a manner to effectively deal with the emergency. An action or inaction is effective if it in any way contributes or can reasonably be thought by the provider of such emergency service to contribute to preserving any lives or property. This section shall prevail over every other ordinance of the city and, to the extent to which the city has the authority to so authorize, over any other law establishing a standard of care in conflict with this section. Neither the city, nor the employees, agents or officers thereof, shall be liable for failure to use ordinary care in such emergency. It is the intent of the city council, by passing this section, to assure effective action in emergency situations by those entrusted with the responsibility of saving lives and property by protecting such government units from liability and their employees, agents and officers from non-intentional tort liability to the fullest extent permitted by statutory and constitutional law. This section shall be liberally construed to carry out the intent of the city government.~~

~~Sec. 2-132201.~~ - Police officers' and firefighters' civil service.

~~The proposition submitted to~~By affirmative vote of the qualified voters of the city ~~at a special election held on~~ May 7, 2005, ~~was approved; therefore, as a result of said election, the city council does hereby adopt the city adopted "municipal civil service" pursuant to~~ V.T.C.A., Local Government Code ch. 143 ~~titled "Municipal Civil Service," for the,~~ as amended, for city police officers and firefighters.

Sec. 2-~~133202.~~ - State retirement system; ordinances on file.

The specific ordinances providing for participation in the Texas Municipal Retirement System, as adopted by the city, are not included in this article, but ~~theysame~~ are hereby specifically saved from repeal and shall be maintained on file in the office of the city secretary.

DIVISION 2. - ETHICS

Sec. 2-~~165221.~~ - Definitions.

The following words, terms and phrases, when used in this ~~article~~division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City council means the legislative and governing body of the city, consisting of the mayor and city council members.

Employee means any person employed by the city, including those individuals on a part-time basis, but shall not mean any independent contractor hired by the city.

Gain means to obtain an increase, profit, improvement, advancement, advantage, or benefit in wealth, earnings, profits, value, appreciation, power or position.

Officer ~~or official~~ means any member of the city council and any appointed member of a city board, commission or committee set up by ordinance, charter, state law or otherwise, on a temporary or permanent basis, excluding those boards, commissions or entities not operating under the direct authority of or subject to the direct control of the city council. ~~and excluding the youth advisory council.~~

Relative means any person related to an officer or employee within the first degree by consanguinity or affinity, and shall include a spouse, father, mother, son, daughter, brother, or sister. The term "relative" shall also include persons presently married to an officer's or employee's father, mother, son, daughter, brother, or sister.

Sec. 2-~~166~~222. - Standards of conduct for all officers and employees.

(a) No officer or employee of the city shall:

- ~~(1) Have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The financial interest contemplated under this article requires that the officer or employee receive an actual financial benefit from the transaction with the city. An actual financial benefit from the transaction shall not include:~~
 - ~~a. An ownership in the entity transacting with the city where the ownership interest is less than one percent of the entity.~~
 - ~~b. Compensation or benefits as an employee, officer or director of the entity transacting business with the city where such compensation is not affected by the entity's transaction with the city.~~
- ~~(2) Participate in a vote or decision on any matter in which the officer or employee has a direct or indirect financial interest or in which a relative of the officer or employee has a direct or indirect financial interest. It is expressly provided herein that an investment or ownership in a publicly held company in an amount less than \$3,500.00 does not constitute a prohibited financial interest under this article.~~
- ~~(3)(1) Violate any state or federal law governing ethical obligations, including but not limited to those laws regulating financial interests, nepotism, deliberation and voting.~~
- ~~(2) Accept from any person a gift, favor, gratuity or thing of value (other than a campaign contribution) having a monetary value of more than \$25.00 that might reasonably tend to influence him or her in the discharge of his or her official duties or business, or grant in the discharge of his or her official duties any improper favor, service or thing of value. The term "person" means any firm, business, contractor or individual that is currently conducting business with the city or that may have a special interest where actions of the officer or employee would benefit the firm, business, contractor or individual in the future. An officer or employee that receives an unsolicited benefit that he is prohibited from accepting may donate the benefit to a governmental entity that has authority to accept the gift or favor or may donate the benefit to a recognized tax-exempt charitable organization formed for educational, religious or scientific purposes. Any officer or employee that receives any gift or favor valued at more than \$25.00 shall submit a detailed accounting to the city secretary within seven days of receipt, to include the date received, name of the benefactor, the gift, favor, gratuity or thing of value conferred and how such was utilized or applied. On December 31 of each year, any officer or employee that has accepted and received gifts or favors during the prior 12 months shall file a report with the city secretary listing the total monetary value of gifts and favors in excess of \$25.00. Such report shall include the date that the benefit is received, the name of the benefactor, the benefit received and how such benefit was utilized or applied.~~
- ~~(4) Grant any special consideration, treatment or advantages to any citizen, individual, business organization or group beyond that which is normally available to every other citizen, individual, business organization or group. This provision shall not be interpreted to prevent the granting of fringe benefits to city employees as a part of their contract of employment or as an added incentive to the securing or retaining of employees. This provision shall not be interpreted as to prevent city employees from negotiating payment plans for individuals or organizations indebted to the city.~~

- (54) Disclose information, except as required by law, that could adversely affect the property, government or affairs of the city; nor directly or indirectly use any information ~~g~~obtained solely by reason of his or her official position or employment for his or her own personal gain or benefit or for the private interest of others.
- (65) Disclose confidential information relating to city matters that is not otherwise deemed public information by the Texas ~~Open Records~~Public Information Act (V.T.C.A., Government Code ch. 552) ~~or Texas Open Meetings Act (V.T.C.A., Government Code ch. 551, as amended)~~.
- (76) Accept any other employment incompatible with the full and proper discharge of his or her duties and responsibilities with the city or which might impair his or her independent judgment in the performance of his or her public duty.
- (87) Receive any fee or compensation for his or her services as an officer or employee of the city from any source other than the city, except as may otherwise be provided by law. This shall not prohibit ~~his~~the officer or employee from performing the same or other services for a private organization that he or she performs for the city if there is no conflict with his or her duties and responsibilities.
- (98) While in uniform or on active duty or in the course and scope of his or her employment, use the influence or prestige of his or her position or employment with the city for or against any candidate for any elective office of the city. All officers and employees are encouraged to register and vote as they may choose in all local, state and national elections.
- (109) Knowingly perform or refuse to perform any act to deliberately thwart the execution of the city ordinances, rules or regulations or the achievement of official city programs.
- (1110) Use city supplies, equipment or facilities for any purpose other than the conduct of official city business, unless otherwise provided for by law, ordinance or city policy, except that officers of the city police department shall be permitted to utilize city-issued equipment in the performance of approved secondary employment where such use does not generate any additional expense to the city and such secondary employment calls for the use of such equipment in connection with the employment function. ~~Otherwise, no city council member, officer, employee or volunteer shall utilize city supplies, services, equipment or personnel for gain, be it personal, political or business purpose.~~ This provision shall not be construed to prohibit any person from utilizing city communications, equipment, supplies, property, equipment or facilities for incidental personal matters so long as such use is not excessive and does not interfere with, detract from, delay, or hinder city operations. This provision shall not prevent the granting of fringe benefits to city employees as part of their ~~contract of employment or as an added incentive to the securing or retaining of employees compensation.~~
- (b) Nothing within the prohibitions set forth in subsection (a) of this section shall be construed to prohibit city employees or ~~officials~~ers from receiving discounted or complimentary meals, beverages, telephone access or similar de minimis benefits from merchants, businesses or individuals if no benefit is expected, received or conferred upon the merchant, business or individual and the acceptance of such de minimis benefit does not influence any employee or officer in the discharge of official duties or business. Furthermore, nothing within the above enumerated prohibitions shall be construed to prohibit city employees from receiving discounts on clothing, supplies or equipment used on the job.

Sec. 2-~~167~~223. - Additional requirements for city council members.

- ~~(a) Any member of the city council having an interest or having a relative with any interest in any property within 200 feet of the property which is the subject of an amendment to the comprehensive zoning ordinance or on which a change in zoning is requested shall file a written affidavit stating the nature and extent of such interest and shall disqualify themselves from voting or participating in a decision relative to any amendment to the city's comprehensive zoning ordinance or any change in the zoning classification of subject property. Any such member who has any such interest is legally disqualified from participating in any vote or decision as to the change in zoning classification.~~
- ~~(b) If a member of the city council is required to file and does file an affidavit as required in the preceding subsection, the member is not required to abstain from further participation in the matter requiring the affidavit if a majority of the members of the city council is composed of members who are likewise required to file and who do file an affidavit of similar interests on the same official action.~~
- ~~(c) In the event that any matter comes before the city council involving directly or indirectly the interest of a present business client or customer of any city council member or the interest of a person or entity who has been a business client or customer of any council member within the prior 12 months, and funds received by the council member or the entity for which he is employed from the past/present business client/customer amount to the sum of \$10,000.00 or more in gross income during such 12-month period, and such fact is known to the city council member, then that city council member shall disclose, by written affidavit, the existence of such interest to the other city council members and thereafter disqualify himself from voting in the matter and refrain from attempting to influence the vote of any other city council member.~~
- ~~(d)~~(a) No city council member who is on the board of a nonprofit organization may vote on any funding request to the city by that nonprofit organization, unless the nonprofit organization has a board of directors or trustees appointed in whole or in part by the city council.
- ~~(e)~~(b) If ~~a member~~members of the city council meets with a builder, developer, or others who are requesting or have requested any action by the city ~~council~~, they shall never make a commitment regarding such request and shall ~~immediately~~ inform other members of the city council with the information provided by or to them regarding such meetings.

Sec. 2-~~168~~224. - Additional requirements for board members.

- ~~(a) Any member of the planning and zoning commission or zoning board of adjustment having interest or having a relative with any interest in any property within 200 feet of the property which is the subject of an amendment to the comprehensive zoning ordinance or on which a change of zoning is requested shall file a written affidavit with the city secretary stating the nature and extent of such interest and shall disqualify themselves from voting or participating in a decision relative to any amendment to the city's comprehensive zoning ordinance or any change in the zoning classification of subject property. Any such member who has any such interest is legally disqualified from participating in any vote or decision to the change in zoning.~~
- ~~(b) If a member of a board or commission is required to file and does file an affidavit as required in the preceding subsection, the member is not required to abstain from further participation in the matter requiring the affidavit if a majority of the members of that board or commission is composed of members who are likewise required to file and who do file an affidavit of similar interests on the same official action.~~

~~(c)~~—Members of the planning and zoning commission or zoning board of adjustment are prohibited from meeting individually or as small groups with anyone~~any person or entity or agent of same~~ who is requesting any action by that respective ~~board~~/commission/board.

~~Sec. 2-169.—Disclosure of financial interest.~~

~~Any officer or employee, whether elected, appointed or hired, who has a prohibited financial interest or who has a relative with a prohibited financial interest in any matter pending before the city shall disclose such interest to other members of the city council, committee, commission or board of which he is a member or, in the case of an employee, to his immediate supervisor, and shall refrain from further discussion of the matter, shall not be physically present when the subject is discussed in any executive session, and shall not vote on or participate further therein in any matter.~~

~~Sec. 2-170.—Disclosure of real property interest.~~

~~Within 30 days of election or appointment to office, every city council member shall file a written statement with the city secretary identifying the existence and location of any real property in the city in which the city council member has any financial interest, including any interest of one percent or more in any entity which has a financial interest in any real property in the city. Every council member shall also file a written statement with the city secretary identifying the existence and location of any additional real property in the city in which the city council member has any financial interest, including any interest of one percent or more in any entity which has a financial interest in any real property in the city, which was acquired or conveyed after filing the original report.~~

~~Sec. 2-171.—Affidavit regarding prohibited interest to be included in contracts with city.~~

~~All contracts in excess of \$5,000.00 entered into by any person, corporation or entity seeking to do business with the city shall contain an affidavit executed by a legally authorized party to the effect that no person included within the defined term of "officer" or "employee" in this article has or will have during the term of said contract any prohibited interest as defined in the city charter and this article. The affidavit shall include an acknowledgment and acceptance by the affiant that the existence of a prohibited interest at any time during the term of said contract will render the contract voidable.~~

~~Sec. 2-172~~225. - Complaints against city council member.

(a) ~~(a)~~ All complaints ~~or allegations~~ of a violation of this ~~article~~division against a city council member shall be made in writing, sworn to before a notary public, and filed ~~of record~~ with the city secretary. ~~The city secretary shall forward the complaint to the city attorney.~~ Such complaint ~~shall~~must describe in detail the acts complained of and cite the specific sections of this ~~Code~~division alleged to have been violated. The city secretary shall forward the complaint to the city attorney. The city attorney is authorized to hire an outside attorney or investigator as necessary to protect the interests of the city. As determined by the city attorney, ~~a general complaints lacking in detail shall not be sufficient to invoke the investigation procedures contained herein, complaints not alleging a violation of this division and anonymous complaints shall not be considered~~be closed without further action.

~~(b)~~ (b) Within five business days after receipt, it shall be the duty of the ~~The~~ city attorney to ~~make them~~must prepare an initial determination/evaluation of ~~the~~any complaint ~~as to whether or not the facts closed pursuant to subsection (a) of this section. The evaluation must contain the city attorney's opinion that the facts~~ alleged, if true, would ~~at face value~~ constitute a violation of this

~~Code of conduct division. It shall not be the purpose of the evaluation to assess the veracity of the facts alleged. If it the complaint is determined received by the city attorney that the facts as alleged would not constitute a violation, then, in accordance with the notice requirements of the Texas Open Meetings Act (five business days or more before the next city council meeting, the city attorney's evaluation must be placed for consideration on the upcoming city council meeting agenda for consideration. If the complaint is received by V.T.C.A., Government Code ch. 551), the city attorney shall present a written report describing in detail the nature of the complaint and the finding with fewer than five business days remaining before the next city council meeting, the city attorney's evaluation may be placed for consideration on the upcoming city council meeting agenda or on the following city council meeting agenda at the discretion of the city attorney to.~~

~~(b)(c) At the city council at its next regularly scheduled meeting. A in which the city attorney's evaluation is presented, majority of those city council members not implicated by the allegations may either invoke the investigatory procedure contained herein consistent with section 3.10 of the Home Rule Charter or reject the complaint. Any vote to reject the complaint shall be in a public hearing called for that purpose. may close the complaint as unfounded. In the event the city council invokes the investigatory procedure pursuant to section 3.10 of the Home Rule Charter, the city council shall determine the method and timing of the investigation. Any finding of the complaint as sustained requires a two-thirds vote of the council members not implicated by the allegations; provided, however, that, prior to any finding that the complaint is sustained, the council member who is the subject of the complaint shall have the right to a full and complete hearing with the opportunity to call witnesses and present evidence on his or her behalf.~~

~~(c) If it is determined by the city attorney that the facts as alleged could constitute a violation of this article, then the city attorney shall, within five business days after receipt of the complaint, notify the mayor and city council of the existence of and the nature of the complaint. The mayor or any two members of the city council may cause a meeting of the city council to convene, whether regular or special, within three business days after being so notified by the city attorney, to further consider said complaint in executive session. At said meeting, the city attorney shall present a written report to the city council describing in detail the nature of the complaint and his finding and conclusions as to a possible violation of this article. If in any event, within two business days after the rendering of said report, the city attorney shall select and appoint an independent private investigator to fully investigate the alleged improprieties. This private investigator shall report back to the city attorney in writing as soon as possible but in no event more than 15 calendar days from the day of appointment, unless an extension is granted by a majority of the eligible city council members. Said report shall be comprehensive and explain in detail all facts, findings and conclusions in support of the city attorney opinion as to whether or not a violation of this article occurred.~~

~~(d) The city council shall consider the findings of said report at the meeting at which it is presented, at which time the person accused shall have the right to a full and complete hearing with the opportunity to call witnesses and present evidence on his behalf. No final action, decision or vote with regard to any matter shall be made except in a meeting which is open to the public.~~

Sec. 2-~~173~~226. - Violations by city council members.

The failure of a city council member to comply with ~~or who violates~~ one or more of the standards of conduct in this ~~article~~division which apply to him ~~or her~~ shall constitute grounds for reprimand. Such reprimand shall require a two-thirds vote of the eligible city council members. Offenses committed in

violation of the Home Rule Charter shall be punished in accordance with the terms of the Home Rule Charter.

~~Sec. 2-174. Complaints against officers other than city council members.~~

- ~~(a) All complaints or allegations of a violation of this article against an officer of the city other than a city council member shall be made in writing, sworn to before a notary public, and filed of record with the city secretary. Such complaint shall describe in detail the act or acts complained of and the specific sections of this article alleged to have been violated. A general complaint lacking in detail shall not be sufficient to invoke the investigation procedures contained herein, and anonymous complaints shall not be considered. The sworn complaint shall be forwarded to the city attorney within three business days.~~
- ~~(b) Within five business days after receipt, it shall be the duty of the city attorney to make the initial determination/evaluation of the complaint as to whether or not the facts alleged, if true, would at face value constitute a violation of this article. The city attorney shall assign a unique number to each complaint. If it is determined by the city attorney that the facts as alleged would not constitute a violation, then, in accordance with the notice requirements of the Texas Open Meetings Act (V.T.C.A., Government Code ch. 551), the city attorney shall present a written report describing in detail the nature of the complaint and the finding of the city attorney to the city council at its next regularly scheduled meeting. At that meeting, the city council may either invoke the investigatory procedure contained herein consistent with section 3.10 of the Home Rule Charter or reject the complaint, but any vote to reject the complaint shall be in a public hearing called for that purpose. The name, title or position of the employee the subject of any unfounded complaint shall not be disclosed or made the subject of discussion in the public hearing. All complaints shall be discussed in open meeting by reference to the unique number only with no mention of the employee's name unless and until the complaint is determined to be valid. Complaints determined to be unfounded shall continue to be referred to by unique number only unless the employee consents to the release of his name, in writing, to the city secretary.~~
- ~~(c) If it is determined by the city attorney that the facts as alleged could constitute a violation of this article, then the city attorney shall, within five business days after receipt of the complaint, notify the mayor and city council of the existence and nature of the complaint. The mayor or any two members of the city council may cause a meeting of the city council to convene, whether regular or special, within three business days after being so notified by the city attorney and shall immediately proceed to fully investigate the alleged improprieties.~~
- ~~(d) Said report shall be comprehensive and explain in detail all facts, finding and conclusions in support of the city attorney's opinion as to whether or not a violation of this article occurred.~~
- ~~(e) The city council shall consider the findings of said report at the meeting at which it is presented, at which time the person accused shall have the right to a full and complete hearing with the opportunity to call witnesses and present evidence on his behalf. No final action, decision or vote with regard to any matter shall be made except in a meeting which is open to the public.~~

~~227~~~~Sec. 2-175. Violations by officers and employees.~~

- ~~(a) The failure of an officer to comply with or who violates one or more of the standards of conduct in this article shall constitute grounds for expulsion, termination, reprimand or removal from office to the extent allowed by the law.~~

~~(b) In the case of any employee of the city, disciplinary action and appeals therefrom shall be in conformance with procedures established by the Home Rule Charter and personnel rules and regulations.~~

Sec. 2-176. - Business transactions between city and current or former elected officialers.

The city shall be prohibited from conducting business with any elected officialer during terms of office or for two years after completing such term. This prohibition shall also apply to any business in which current or former elected officialers have a minimum of ten percent interest in such company. This section shall not apply in situations whereby a former city council member ~~is appearing~~appears in ~~their~~his or her capacity as a private citizen only.

Sec. 2-~~177~~228. - Applicability of state law.

The provisions of V.T.C.A., Local Government Code ch. 171, as amended, being the statute which regulates conflicts of interest of officers of municipalities in the state, is hereby adopted and made a part of this ~~article~~division for all purposes, with the provision that, in the case of a conflict between the provisions of this ~~article~~division and the state statute, ~~then in that event~~ the more restrictive provision shall govern.

ARTICLE V. - FINANCE

DIVISION 1. - GENERALLY

Sec. 2-208. ~~Persons authorized to sign checks~~251. – Financial transactions.

~~(a) The designation of four individuals to be authorized to sign checks and drafts and execute all other banking needs for the city will be done by adopting a resolution designating the four authorized positions.~~

~~(b) Two of the four authorized individuals shall cosign together in order to transact banking needs on behalf of the city.~~

~~(c) It shall be the responsibility of the city manager or his or her appointee to keep all bank signature cards current~~comport with the change of persons holding each of the four authorized positions.financial institution requirements for the execution of financial transactions.

Sec. 2-209. ~~Fee~~252. – Fees for accident reports.city services.

(a) The city shall collect a fee, as set forth in the schedule of fees in Chapter 12 of this code, for each administrative service, including certifications, depositions of records and lost items search, performed by the city.

(b) The city shall collect a fee, as set forth in the schedule of fees in Chapter 12 of this code, for copies and for documents and records provided by the city.

(c) The city shall collect a convenience fee, as set forth in the schedule of fees in Chapter 12 of this code, for each payment by a credit/debit card through the city's website. A convenience fee shall not be collected for point of sale transitions, specifically transactions paid in person at city offices.

(d) The city shall collect a returned check fee, as set forth in the schedule of fees in Chapter 12 of this code, for each check returned as unpaid.

~~(a)~~(e) The city shall collect a fee, as set forth in the schedule of fees in Chapter 12 of this code, for each accident report, certified accident report requested and certification of no accident on file, as applicable, provided by the City.

(f) The city shall collect a reservation and rental fee, as set forth in the schedule of fees in Chapter 12 of this code, for the use of any meeting room for matters other than city business.

(g) The city shall collect a fee as set forth in the schedule of fees in Chapter 12 of this code for a non-resident library card, for replacement of a library card or for damage to library materials.

(h) The city shall collect a fee as set forth in the schedule of fees in Chapter 12 of this code for copies, tabloid copies, scans and facsimile transactions obtained through the library self-serve kiosk.

DIVISION 2. - CLAIMS AGAINST CITY

Sec. 2-~~227~~261. - Written notice required.

(a) The city shall never be liable for any claim for property damage ~~or for~~, personal injury, ~~whether such personal injury results in or death or not~~, unless the ~~person damaged or injured, or someone in his behalf, or, in the event the injury results in death, the person who may have a cause of action under the law by reason of such death or injury, shall, within~~city receives notice of the claim not later than six months from the date the incident giving rise to the claim occurred, ~~give notice in writing to the city manager or city secretary of the following facts:~~

~~(1)~~—The notice must reasonably describe:

(1) the damage or injury claimed;

~~(2)~~—The the date, time and place of the incident; and

~~(3)~~—The the incident;

(4) the city's alleged fault producing or contributing to the injury or damage; and

(5) all parties involved in the claim.

(b) The notice requirements provided by subsection (a) of this section do not apply if the city has actual notice that death has occurred, that the claimant has received some injury, or that the claimant's property has been damaged.

Sec. 2-~~26~~28. - Service of notices.

All notices required by this division shall be effectuated by serving them by certified mail, return receipt requested upon the city secretary ~~or city manager~~ at the following location: City of Watauga Municipal Complex, 7101 Whitley Road, Watauga, Tarrant County, Texas, ~~and all.~~ All such notices shall be effective only when actually received in the office of the person named above.

Sec. 2-~~229~~263. - Waiver of requirements.

Neither the mayor, a city council member, nor any other officer ~~or~~, employee, contractor of agent of the city shall have the authority to waive any of the provisions of this division or section 14.05 of the Home Rule Charter for the city.

ARTICLE VI. - RECORDS MANAGEMENT

~~DIVISION 1. --~~ GENERALLY

~~DIVISION 2. -- RECORDS MANAGEMENT PROGRAM~~

Sec. 2-281. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commission means the Texas State Library and Archives Commission.

Department head means the officer who, by ordinance, order, or administrative policy is in charge of an office of the City of Watauga that creates or receives records.

Definition of Director and librarian means the executive and administrative officer of the Texas State Library and Archives Commission.

Essential record means any record of the City of Watauga necessary to the resumption or continuation of operations of the city in an emergency or disaster, to the re-creation of the legal and financial status of the city, or to the protection and fulfillment of obligations to the people of the city.

Municipal Records

All mean all documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information recording media, regardless of physical form or characteristic and regardless of whether public access to them is open or restricted under the laws of the state, created or received by the City of Watauga or any of its officers or employees pursuant to law or in the transaction of public business are hereby declared to be the records of the City of Watauga and shall be created, maintained, and disposed of in accordance with the provisions of this ordinance or procedures authorized by it and in no other manner.

~~Sec. 2-282. -- Additional Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Department head means the officer who, by ordinance, order, or administrative policy is in charge of an office of the City of Watauga that creates or receives records.~~

~~Essential record means any record of the City of Watauga necessary to the resumption or continuation of operations of the city in an emergency or disaster, to the re-creation of the legal and financial status of the city, or to the protection and fulfillment of obligations to the people of the state.~~

Permanent record means any record of the City of Watauga for which the retention period on a records control schedule is given as permanent.

Records control schedule means a document prepared by or under the authority of the Records Management Officer listing the records maintained by the city, their retention periods and other records disposition information that the records management program may require.

Records management means the application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records for the purposes of reducing the costs and improving the efficiency of recordkeeping. The term includes the development of records control schedules, the management of filing and information retrieval systems, the protection of essential and permanent records, the economical and space-effective storage of inactive records, control over the creation and distribution of forms, reports, and correspondence, and the management of micrographics and electronic and other record storage systems.

Records management officer means the person designated in section 2-28~~54~~54.

Records management ~~plan~~program means the ~~plan-developed~~program adopted under ~~section 2-287~~this article.

Retention period means the minimum time that must pass after the creation, recording, or receipt of a record, or the fulfillment of certain actions associated with a record, before it is eligible for destruction.

Sec. 2-28~~32~~32. - Municipal records declared public property.

All municipal records, as defined in section 2-281, are hereby declared to be the property of the city. ~~o~~No city official or employee has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

Sec. 2-28~~43~~43. - Policy.

It is hereby declared to be the policy of the City of Watauga to provide for efficient economical and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all municipal records through a comprehensive system of integrated procedures for their management from creation to their ultimate disposition, consistent with the requirements of the Texas Local Government Records Act and accepted records management practice. The records management program is designed to reduce the costs and improve the efficiency of recordkeeping, to adequately protect the essential records of the municipality and to properly preserve those records of the municipality that are of historical value. This program enables the Records Management Officer to carry out his or her duties prescribed by state law and this division effectively.

Sec. 2-28~~54~~54. - Designation of records management officer.

The city secretary office and the successive holders of said office shall serve as Records Management Officer for the city. As provided by state law, each successive holder of the office shall file his or her name with the director and librarian ~~of the Texas State Library~~ within thirty (30) days of the initial designation or of taking up the office, as applicable.

Sec. 2-28~~65~~⁶⁶. - Records management ~~plan to be developed; approval of plan~~program binding; authority of program.
~~plan.~~

(a) The ~~Records Management Officer shall develop a records management plan for the City of Watauga for submission to the City Council. The plan must contain policies and procedures designed to reduce the costs and improve the efficiency of recordkeeping, to adequately protect the essential records of the municipality and to properly preserve those records of the municipality that are of historical value. The plan must be designed to enable the Records Management Officer to carry out his or her duties prescribed by state law and this division effectively.~~

(b) ~~Once approved by the City Council, the records management plan shall be~~program is binding on all offices, departments, divisions, programs, commissions, bureaus, boards, committees, or similar entities of the city, and records shall be created, maintained, stored, microfilmed or disposed of in accordance with the plan~~program~~.

~~€(b)~~ State law relating to the duties, other responsibilities, or recordkeeping requirements of a department head do not exempt the department head or the records in the department head's care from the application of this division and the records management plan~~program~~ adopted under it and may not be used by the department head as a basis for refusal to participate in the records management program of the City of Watauga.

Sec. 2-28~~76~~⁷⁷. - Duties of records management officer.

In addition to other duties assigned in this division, the Records Management Officer shall:

(1) administer the records management program and provide assistance to department heads in its implementation;

(2) plan, formulate, and prescribe records disposition policies, systems, standards, and procedures; ~~procedures;~~

(3) in cooperation with department heads, identify essential records and establish a disaster plan for each municipal office and department to ensure maximum availability of the records in order to reestablish operations quickly and with minimum disruption and expense;
~~plan for each municipal office and department to ensure maximum availability of the records in order to reestablish operations quickly and with minimum disruption and expense;~~

(4) develop procedures to ensure the permanent preservation of the historically valuable records of the city;

(5) establish standards for filing and storage equipment and for recordkeeping supplies;~~i~~

(6) study the feasibility of and, if appropriate, establish a uniform filing system and a forms design and control system for the city;

(7) monitor records retention schedules and administrative rules issued by the state library and archives commission to determine if the records management program and the city's records control schedules are in compliance with state regulations;

(8) disseminate to the city council and department heads information concerning state laws and administrative rules relating to local government records;

(9) ensure that the maintenance, preservation, electronic storage, microfilming, destruction, or other disposition of city records is carried out in accordance with the policies and procedures of the records management program and the requirements of state law;

(10) maintain records on the volume of records destroyed under approved records control schedules, the volume of records microfilmed or stored electronically, and the estimated cost and space savings as the result of such disposal or disposition;

(11) report annually to the city on the implementation of the records management ~~plan~~program in each department of the city, including summaries of the statistical and fiscal data compiled under subsection (10) of this section; and

(12) bring to the attention of the city council noncompliance by department heads or other municipal personnel with the policies and procedures of the records management program or the Local Government Records Act.

~~municipal personnel with the policies and procedures of the records management program or the Local Government Records Act.~~

Sec. 2-28~~8~~7. - Duties and responsibilities of department heads.

In addition to other duties assigned by this division, department heads shall:

(1) ~~C~~ooperate with the Records Management Officer in carrying out the policies and procedures established in the City of Watauga for the efficient and economical management of records and in carrying out the requirements of this division;

(2) adequately document the transaction of government business and the services, programs, and duties for which the department head and his or her staff are responsible; and

(3) maintain the records in his or her care and carry out their preservation, electronic storage, microfilming, destruction, or other disposition only in accordance with the policies and procedures of the records management program of the City of Watauga and the requirements of this division.

Sec. 2-28~~9~~8. - Records control schedules adoptededion; monitoring; filing with state.

(a) The Records Management Officer, in cooperation with department heads, shall prepare records control schedules on a department by department basis listing all records series created or received by the department and the retention period for each series. Records control schedules shall also contain such other information regarding the disposition of municipal records as the records management ~~plan~~program may require.

(b) Each records control schedule shall be monitored and amended as needed by the Records Management Officer on a regular basis to ensure that it is in compliance with records retention schedules issued by the state and that it continues to reflect the recordkeeping procedures and needs of the department and the records management program of the City of Watauga.

(c) ~~Before its adoption a~~ records control schedule or amended schedule for a department must be approved by the applicable department head and the City Council adopted by city council.

(d) Before its adoption, a records control schedule must be submitted to and accepted for filing by the director and librarian as provided by state law. If a schedule is not accepted for filing, the schedule shall be amended to make it acceptable for filing. The Records Management Officer shall submit the records control schedules to the director and librarian.

Sec. 2-289. - Implementation of records control schedules; destruction of records under schedule.
~~schedule.~~

(a) A records control schedule for a department that has been approved and adopted under section 2-287 ~~8~~ shall be implemented by department heads according to the policies and procedures of the records management plan~~program~~.

(b) A record whose retention period has expired on a records control schedule shall be destroyed unless an open records a public information request is pending on the record, the subject of the record is pertinent to a pending lawsuit, or the department head requests in writing to the Records Management Officer that the record be retained for an additional period.

(c) Prior to the destruction of a record under an approved records control schedule, authorization for the destruction must be obtained by the Records Management Officer from the City of Watauga.

Sec. 2-291. - Destruction of unscheduledunlisted records.

~~A record that has not yet been listed on an approved records control schedule may be destroyed if its destruction has been approved in the same manner as a record destroyed under an approved schedule and the Records Management Officer has submitted to and received back from the director and librarian an approved destruction authorization request.~~

Except as otherwise provided in this article, the city may destroy a record if the record is not listed on a records retention schedule issued by the commission and the city provides notice to the commission at least ten (10) days before destroying the record.

ARTICLE VII. ~~ABANDONED PROPERTY~~

~~Sec. 2-324. -- Sale or disposal authorized.~~

~~All abandoned, stolen or recovered property of every kind, except motor vehicles, whiskey, wine, beer, gambling devices or equipment, gambling paraphernalia, criminal instruments or prohibited weapons, which is not being held as evidence to be used in any pending case and has not been ordered destroyed or returned to the person entitled to possession of the same by a magistrate and which shall remain with the police department for a period of 30 days without being claimed or reclaimed by the~~

~~owners, whether known or not, may be sold and/or disposed of in accordance with the specific provisions of Vernon's Ann. C.C.P. chs. 18 and 47.~~

~~Sec. 2-325.—Delivery to purchasing agent.~~

~~The chief of police shall provide to the purchasing agent of the city a list of all property subject to sale hereunder and a copy of all appropriate court disposal orders on property the subject of this article and shall thereafter deliver such property to the purchasing agent before the sale and take a receipt from such person showing in detail all the property so delivered. The purchasing agent shall with due diligence seek to notify the last known owner of the property in accordance with Vernon's Ann. C.C.P. chs. 18 and 47.~~

~~Sec. 2-326.—Notice of sale and public auction.~~

- ~~(a) If the property has a fair market value of \$500.00 or more and the owner or the address of the owner is unknown, the purchasing agent shall cause to be published once in a paper of general circulation in the city a notice containing a general description of the property held, the name of the owner if known, the name and address of the officer holding such property, and a statement that if the owner does not claim such property within 90 days from the date of the publication such property will be disposed of and the proceeds, after deducting the reasonable expense of keeping such property and the costs of the disposition, placed in the treasury of the city. If the property has a fair market value of less than \$500.00 and the owner or the address of the owner is unknown, the purchasing agent may sell or donate the property. The purchasing agent shall deposit the sale proceeds, after deducting the reasonable expense of keeping the property and costs of the sale, in the treasury of the city.~~
- ~~(b) The sale under this section of any property that has a fair market value of \$500.00 or more shall be preceded by a notice published once at least 14 days prior to the date of such sale in a newspaper of general circulation in the city, stating the general description of the property, the names of the owner if known, and the date and place that such sale will occur. This section does not require disposition by sale.~~

~~Sec. 2-327.—Time, place and method of sale; disposition of proceeds.~~

~~The public auction provided for in the preceding sections shall be conducted at the place and hour designated within the notice. All sales shall be for cash.~~

~~Sec. 2-328.—Disposition of prohibited weapons, criminal instruments, drugs and other contraband.~~

~~Prohibited weapons, criminal instruments and other contraband which have been taken into custody and have remained unclaimed, abandoned, or unidentified by the rightful owner thereof, and which are not being held as evidence in any pending case filed of record, shall be disposed of by the property office in accordance with Vernon's Ann. C.C.P. ch. 18. In cases where destruction is the method of disposal specified, the items or articles will be destroyed by the property officer in the presence of the chief of police and/or his designee and a minimum of one witness. The person witnessing such destruction shall sign the notarized destruction affidavit on the last page of the destruct order that applies to those articles or items destroyed. A copy of the order, the signed destruction affidavit and other appropriate documents will be forwarded to the purchasing agent. This section does not apply to the items which are deemed to be of value for display purposes as having educational, historical, unique or antique value. Further, this section does not apply to pistols, rifles, shotguns or other weapons that~~

~~may be lawfully sold or forfeited in the state. Such pistols, rifles, shotguns and other weapons shall be converted to departmental use and/or for disposition as other abandoned/unclaimed property.~~

~~Sec. 2-329. — Disposition of stolen property.~~

- ~~(a) If a criminal action relating to allegedly stolen property is not pending, the municipal judge may hold a hearing to determine the right to possession of the property, upon the petition of an interested person, a county, a city, or the state. The court shall:~~
- ~~(1) Order the property delivered to whoever has the superior right to possession, without conditions;~~
 - ~~(2) On the filing of a written motion before trial by an attorney representing the state or city, order the property delivered to whoever has the superior right to possession, subject to the condition that the property be made available to the prosecuting authority should it be needed in future prosecutions; or~~
 - ~~(3) Order the property awarded to the custody of the peace officer, pending resolution of criminal investigations regarding the property.~~
- ~~(b) If it is shown in a hearing that probable cause exists to believe that the property was acquired by theft or by another manner that makes its acquisition an offense and that the identity of the actual owner of the property cannot be determined, the court shall order the peace officer to:~~
- ~~(1) Deliver the property to a government agency for official purposes;~~
 - ~~(2) Deliver the property to the purchasing agent; or~~
 - ~~(3) Destroy the property.~~
- ~~(c) At a hearing under subsection (a) of this section, any interested person may present evidence showing that the property was not acquired by theft or another offense or that the person is entitled to possess the property. At the hearing, hearsay evidence is admissible.~~

ARTICLE VIII. - CLEAN FLEET POLICY

Sec. 2-347. - Emissions reduction.

The City of Watauga, Texas will reduce emissions from fleet activity by performing the following actions as practicable:

- (1) Implement an idle-reduction policy/standard operating procedure (SOP) that applies to all of the city's vehicles and equipment, ~~except where exempted as determined by the City of Watauga, Texas; provide for exceptions thereof~~; communicate idle-reduction expectations to staff, vendors and visitors; and utilize idle-reduction technology.
- (2) Maximize use of vehicles and equipment with the lowest emissions whenever possible.
- (3) Ensure all conversions are EPA and/or California Air Resources Board (CARB) certified; ~~ensure that aftermarket technologies are EPA and/or CARB verified, or are listed as an emerging technology by the EPA or a state environmental agency; and both ensure all conversions and aftermarket technologies are compatible with Texas Low Emission Diesel Program (TXLED) requirements.~~
- (4) Establish a plan to modify non-essential fleet activities on high ozone days to reduce air quality impacts.

- (5) Implement vehicle and equipment disposal strategies which minimize negative impacts on air quality.
- (6) Implement vehicle and equipment emissions inspection practices which meet or surpass the standards required by statute, including prompt resolution of any illuminated malfunction indicator lamp (MIL).

Sec. 2-348. - Fuel consumption reduction.

The City of Watauga will reduce overall fuel consumption, particularly the use of conventional petroleum fuels, by performing the following actions as practicable:

- (1) Pursue low-emission vehicles and equipment for acquisition, with an emphasis on alternative fuel, advanced technology, and/or Smartway certified vehicles and equipment~~;~~
- (2) Improve overall fleet fuel efficiency~~;~~ and
- (3) Establish practices to reduce vehicle miles traveled, passenger miles traveled, engine hours, and/or ton miles traveled, as appropriate.

Sec. 2-349. - Partnering with NCTCOG and DFWCC.

The City of Watauga will partner with the NCTCOG and DFWCC by performing the following actions as practicable:

- (1) Maintain membership and active participation in DFWCC and submit timely Clean Fleet Policy reporting to same.
- (2) Evaluate and consider participation in programs to rest/commercialize/demonstrate new technologies to improve efficiency, reduce emissions, and/or increase fuel efficiency.
- (3) Pursue activities which support peer fleets' efforts to implement fuel~~—or—emissions—~~
reducing and emission-reducing activities by sharing and maximizing resources.
- (4) Encourage fleet activities which minimize water, solid waste, or other environmental impacts of fleet activities, as appropriate.

Sec. 2-350. - Training.

The City of Watauga will ensure that driver/operators and fleet personnel are familiar with air quality and petroleum reduction goals by performing the following actions as practicable:

- (1) Provide in-house training and/or attending training administered by NCTCOG for fleet personnel and other staff involved in fleet decisions to review policy elements and provide recommendations for achieving objectives.
- (2) Consider other mechanisms to increase understanding and awareness among fleet personnel and others.

Code of Ordinances
Watauga, Texas

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Chapter 12 – FEE SCHEDULE

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Sec. 12-2. - Chapter 2, Administration and miscellaneous fees.

(a) *Returned check fee.* \$30.00 per check.

(b) ~~CHL fingerprint fee. \$10.00.~~

~~(c) Reserved.~~

~~(d) Reserved.~~

~~(e) Books and maps.~~

(1) Zoning and thoroughfare plan\$5.00

(2) Sign ~~O~~rdinance book\$10.00

(3) Subdivision ~~Regulation Book~~.....regulation book\$12.00

(4) Street and storm drain details/plans\$18.00

(5) Zoning ~~Ordinance Book~~.....ordinance book\$30.00

(6) Street and ~~S~~torm drain ~~S~~specs\$30.00

(7) Standard details book\$30.00

(8) Water and sewer book\$30.00

~~(f)~~ Fingerprinting service fees. \$10.00

~~(g) Fee for (d) Accident Reports:~~

~~(1) Accident Report. As provided by V.T.C.A., Transportation Code § 550.065, as amended~~

~~(2) Certification of accident report: \$6.00. As provided by V.T.C.A., Transportation Code § 550.065, as amended~~

~~(h) Convenience fees. A convenience fee of \$1.75 will be collected at the time of sale for those individuals and businesses wishing to use a credit/debit card to purchase and pay for all city services provided by online payment through the city website. A convenience fee will not be collected for point of sale transactions (i.e., customers paying at City of Watauga offices).~~

~~(i)(3) Certification of no accident on file. As provided by V.T.C.A., Transportation Code § 550.065, as amended~~

~~(e) Convenience fees. \$1.75 per transaction.~~

~~(f) Fee refunds.~~

a. The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

- b. The Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with ~~this code~~ this code.
- c. The Building Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.
- d. The Building Official shall not authorize refunding of any fee paid except on written request filed by the original permittee not later than 180 days after the date of fee payment.

(jg) *Non-resident library card* ~~.....~~ \$25.00 annual fee

(kh) *Reservation Fee - Meeting Room* ~~.....~~ \$50.00

(hi) *Rental Fee - Meeting Room* ~~.....~~ \$30.00/hr.

(mj) *Replacement Library Card* ~~.....~~ \$1.00

(nk) *Damage Cost- Rebinding plus cost to repair/replace.* ~~.....~~ \$5.00

(el) *Lost Items - Processing Fee* ~~.....~~ \$5.00

(pm) *Certified Records Fee (In State)* ~~.....~~ \$75.00

(qn) *Certified Records Fee, (Out of State)* ~~.....~~ \$100.00

(ro) *Deposition of Records Fee* ~~.....~~ \$75.00

(sp) *Library Self-Serve Kiosk.*

- (1) Black and white copies and print..... \$0.15/ea page
- (2) Color copies and print..... \$0.35/ea page
- (3) Tabloid color copies and print..... \$0.50/ea page
- (4) Tabloid black and white copies and print..... \$0.30/ea page
- (5) Scan..... \$0.30/ea page
- (6) Fax..... \$1.00/ea page (not including cover)

(q) Appeal to board of appeals. As provided in subsection 12-103 of this Code.



AGENDA MEMORANDUM

DATE: July 1, 2021

TO: Honorable City Council Members

FROM: Chad Stephens, Parks Superintendent

THROUGH: Paul Hackleman, Director of Public Works
Shawn Fannan, Fire Chief
Andrea Gardner, City Manager

SUBJECT: Consider action to approve Grounds Maintenance RFP # 21-005 to BrightView Landscape Services

BACKGROUND/INFORMATION:

A Request for Proposal was issued in May for grounds maintenance services. Proposals were received until June 9, 2021. Twenty vendors were notified of the proposal and responses were received from two vendors; BrightView Landscape Services and MG Lawn and Landscape.

A committee was established to evaluate the proposals received. In accordance with Local Government Code Chapter 252.043, the following criteria was used to evaluate each response:

- overall price for services
- experience providing required services/past experiences/references
- ability to provide required services
- completeness of proposal submission

After reviewing all proposals, the committee ranked BrightView Landscape Services with the highest score and determined them to best meet the City's needs. A copy of the committees scoring results is attached to this item for review.

The grounds services to be provided include:

- general park areas
- municipal buildings
- right of ways
- storm drainage channels



AGENDA MEMORANDUM

The proposal is based on a start date of October 1, 2021 through September 30, 2022 with the option to renew for two additional one-year periods upon vendor agreement and council approval. This is subject to award by council and the availability of an appropriation of funds.

FINANCIAL IMPLICATIONS:

Funds are in the Fiscal Year 2021-2022 Proposed Budget in various funds

RECOMMENDATION/ACTION DESIRED:

Respectfully recommend Council review and take action on the item award to Brightview Landscape Services for grounds maintenance services as presented.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. 1295 FORM BRIGHTVIEW LANDSCAPE
2. COMBINED SCORES
3. GROUNDS MAINTENANCE PROPOSAL 21-005

REVIEWED BY:

Karrie Marling, Legal
George Hyde, Legal
Andrea Gardner, City Manager
Raquel Guajardo, Deputy City Secretary
Approved as to form for inclusion on Agenda

Approved - 7/8/2021
Approved - 7/9/2021
Approved - 7/9/2021
New - 1/1/1900

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-766476

Date Filed:
06/15/2021

Date Acknowledged:
7-7-2021

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

Brightview Landscape Services, Inc.
Southlake, TX United States

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

City of Watauga

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

21-005
Grounds Maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



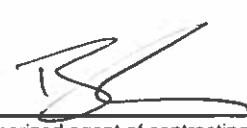
6 UNSWORN DECLARATION

My name is Brandon Wallace, and my date of birth is 3/30/1976

My address is 7105 Big Bear Lake Dr Arlington TX 76016
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of TX, on the 15 day of June, 20 21
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



**Grounds Maintenance Services
RFP 21-005
Evaluation - Combined Scores**

	Brightview		MGLawn	
Member One	100		69.69	
Member Two	100		81.5	
Totals:	200		151.19	



CITY OF WATAUGA

REQUEST FOR PROPOSAL

Proposal Reference Number: 21-005

Project Title: Grounds Maintenance

Closing Date and Time:

Wednesday, June 9, 2021

2:00 PM (local time)



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INTRODUCTION

The City of Watauga seeks to initiate a comprehensive and effective grounds maintenance program staffed by qualified personnel. The City is accepting sealed proposals from qualified Proposers for Grounds Maintenance.

The City of Watauga, expects and requires that the landscape maintenance at these sites shall be of the very highest quality possible. All work to be performed within the scope of these specifications and shall be strictly managed, executed, and performed by experienced personnel.

Term of Contract

- The original contract period will begin Friday, October 1, 2021, or the date of City Council award if subsequent thereto, through September 30, 2022. All pricing shall remain firm throughout the contract period. At City of Watauga's option, agreement with vendor and City Council approval, the contract may be renewed for two (2) additional one (1) year period.
- **Prices must not exceed the awarded amount for the entire contract period. Any price increase request for a subsequent renewal period must be submitted in writing 120 days in advance of the current contract end date.**

Sealed proposals will be received in the City Finance Department located at City Hall, 7105 Whitley Road, Watauga, Texas 76148 until Wednesday, June 9, 2021 at 2:00PM (local time). Proposals will not be accepted after the due date and time.

Questions regarding the proposal will be accepted until Tuesday, June 1, 2021 at 9:00AM (local time).

All proposals shall be sealed and clearly labeled on the front with:

PROPOSAL: GROUNDS MAINTENANCE

21-005 DUE: WEDNESDAY, JUNE 9, 2021 AT 2:00PM (LOCAL TIME)

A non-mandatory pre-proposal conference will be held 10:00AM (local time) Wednesday, May 26, 2021 at the City Council Chambers located in Watauga City Hall, 7105 Whitley Road, Watauga, Texas 76148. This conference is non-mandatory, but information discussed will be helpful in preparation of the proposal and all interested proposers are highly encouraged to attend. The conference and any resulting site tours are to respond to any questions of the proposers and for proposers to become familiar with the locale and site-specific conditions that may affect cost, progress, and performance of work.

Contact Deby Woodard, Assistant Finance Director at 817-514-5833 or dwoodard@wataugatx.org for any questions.

The successful proposer may not assign its rights or duties under an award without the prior written consent of the City of Watauga. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

Request for non-consideration of proposals must be made in writing to Finance and received by the City of Watauga prior to the time set for opening proposals. After the other proposals are opened, the proposal for which non-consideration is properly requested may be returned unopened. The proposal, however, may not be withdrawn after the proposals have been opened, and the proposer, in submitting the same, warrants and guarantees that the proposal has been carefully reviewed and checked and that it is in all things true, accurate and free of mistakes.

Proposers shall promptly notify the City of Watauga of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the documents. The City assumes no responsibility for any errors or misrepresentations that result from incomplete proposals. No plea of ignorance of conditions that exist, or difficulties or conditions concerning the work to be performed, or execution of the work shall be accepted as an excuse for any failure or omission on the part of specifications documents governing the work. The Proposer or Proposers awarded the contract shall not be allowed any extra compensation by reason of any matter or aspect prior to the proposal.

There is no expressed or implied obligation for the City of Watauga to reimburse responding proposer for any expenses incurred in preparing proposals in response to this request. All costs associated with preparing a proposal in response to a solicitation shall be the full responsibility of the proposer.

Proposals are due in the Finance Department of the City of Watauga no later than 2:00PM (local time) Wednesday, June 9, 2021. Proposals received after this time will not be accepted.

The anticipated contract term for services to be awarded will be for one year (1) year with an option to renew for two (2) additional one (1) year terms, upon the agreement and approval by City Council, the City of Watauga and awarded proposer.

City of Watauga reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City. Any request for a price increase must be presented to the City at least 120 days before the expiration of the current agreement term.

The City of Watauga reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, request additional information, and to accept the proposal which, in its discretion, is in the best interest of the City of Watauga.

Proposals may be awarded to vendor(s) by item number. Proposals must include pricing on all items to be eligible for award. The City of Watauga further reserves the right to award proposals by item, combination or groups of items, or total proposal.

By requesting proposals, the City of Watauga is in no way obligated to award a contract or pay expenses of the Proposer(s) in connection with the preparation or submission of a proposal.

To be considered, one (1) original and two (2) two copies of a proposal must be received by the City of Watauga Finance Department at 7105 Whitley Road, Watauga, Texas 76148 by 2:00PM (local time) Wednesday, June 9, 2021. It shall be the responsibility of each proposer to ensure proposal is turned in to the City of Watauga before the due date and time. The official time shall be determined by the clock located in Watauga City Hall Council Chambers. Proposals received after the time stated will be considered ineligible and not accepted by the City.

All required documents are to be complete and accurate with all appropriate signatures. Envelopes are to be sealed and clearly identified.

The City of Watauga reserves the right to reject in part or in whole all proposals submitted, and to waive any technicalities for the best interest of the City of Watauga.

The City of Watauga desires to enter into an agreement that will be advantageous to both the City and the eligible Proposer(s).

The City of Watauga will not accept any contract that contains a provision causing the City to indemnify the successful Proposer(s) for any reason.

Proposals will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate proposals, or irregularities of any kind. However, the City

of Watauga reserves the right to waive any irregularities and to award in the best interest of the City.

Proposers will be disqualified and/or their proposal rejected, among other reasons, for any of the specific reasons listed below:

- Proposal received after the time set for receiving proposals as stated in the advertisement.
- Reason for believing collusion exists among the proposers.
- Where the proposer, sub-contractor or supplier is in litigation with the City of Watauga or where such litigation is contemplated or imminent.
- Incomplete work which in the judgment of the City will prevent or hinder the prompt completion of additional work or having defaulted on a previous contract.
- Lack of competency as revealed by reference checks, financial statements, experience and equipment, questionnaires, or qualification statements.
- Proposals containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the City's opinion may disqualify the proposer.

Bonds

No contract shall be effective until the following performance and payment bonds are furnished:

- When Payment and/or Performance Bonds are required, the awarded proposer will execute separate performance and payment bonds upon execution and award of the contract. Each bond shall be in the sum of one hundred percent (100%) of the total contract price, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all subcontractors supplying labor and materials, or furnishing any equipment in the execution of the contract.
- For contracts for services, a payment bond of one hundred percent (100%) of the total contract price is required, guaranteeing payment to all employees supplying labor and materials, or furnishing any equipment in the execution of the contract.

Bond Requirements

- Bids under \$25,000 will require no bonds
- Bids in excess of \$25,000 but less than \$100,000 will require bid and payment bonds
- Bids in excess of \$100,000 will require bid, payment, and performance bonds.

GENERAL TERMS AND CONDITIONS

Acceptance of proposal: Acceptance of a proposal for a one-time purchase will be in the form of a purchase order. Acceptance of a proposal for a supply or service agreement will also be in the form of a purchase order. Subsequent purchase releases may be issued as appropriate. The contents of a proposal document shall become a part of the contract. Under no circumstances will the City of Watauga be responsible for goods or services provided without an acceptance signed by an authorized City representative.

Addenda and explanations: Explanations desired by a prospective proposer shall be requested of the City in writing, via email, fax, and/or regular mail. If explanations are necessary, a reply shall be made in the form of addenda via email, fax, or regular mail. A copy of this addendum will be forwarded to all known prospective proposers. Each request for such explanation shall be in writing addressed to the designated contact person. Any verbal statements regarding same by any person, previous to the award, shall be non-authoritative and non-binding.

Addenda issued to prospective proposers shall become a part of the contract documents. All issued addenda shall be signed and included with the proposer's response as acknowledgment of the addenda.

Any and all such interpretations and supplemental instructions will be in the form of written addenda which, if issued, shall be sent to all known prospective proposers, and posted to the City of Watauga website.

All proposers are responsible for obtaining all published addenda. The City assumes no responsibility for the proposer's failure to obtain and/or properly submit any addenda. Failure to acknowledge and submit any addendum may be cause for the proposal to be rejected. The decision to accept or reject any particular proposal due to a failure to acknowledge and submit addenda shall be final.

Altering proposals: Proposals cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before submission deadline must be initialed by the signer. of the proposal, guaranteeing authenticity.

Alternate award: The City of Watauga reserves the right, but not required, to award a proposer as an "alternate award". The alternate proposal shall remain in effect for the term of the awarded contract. Should the primary proposer become unavailable or unwilling to complete the contract term; the alternate proposer will be notified in writing of their official contract and start date. All terms and conditions of the original proposal will remain in effect.

Ambiguity: Any ambiguity in the proposal as a result of omission, error, lack of clarity or noncompliance by the proposer with specifications, instructions and all conditions shall be construed in the favor of the City. The City reserves the right to request additional information or clarification from proposers, or to allow minor corrections of errors or omissions.

Assignment: The proposer may not assign, sell, transfer, or convey this contract in whole or part, without the prior written consent of the City. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

Assignment of contract: The proposer's rights and duties awarded by the agreement may not be assigned to another without written consent of the City. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

Audit: The City of Watauga reserves the right to audit the records, as it pertains to this proposal, and performance of the proposer during the term of the contract and for three (3) years after the contract is completed.

Bankruptcy: If proposer becomes bankrupt or insolvent, or if petition in bankruptcy or insolvency is filed by or against proposer, or if a receiver, trustee or assignee for the benefit of creditors is appointed for proposer, the city shall have the right, at their discretion, to treat such occurrence as a breach thereof.

Proposal openings: All proposals submitted will be read or acknowledged at the City's regularly scheduled opening. However, the reading of a proposal at proposal opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the City accepts such proposal as responsive.

The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, City of Watauga purchasing guidelines, and project documents, including but not limited to, the project specifications and contract documents. The City will notify the successful proposer upon award of the contract and, according to state law all proposals received will be available for inspection at that time.

Proposal withdrawal or rejection: The City reserves the right to withdraw the Request for Proposal for any reason or to reject any and all proposals. The City further reserves the right to accept part or all of any specific proposal or proposals, or any combination of proposals, and to accept any proposal or proposals.

After opening, proposers shall not be allowed to withdraw their proposal unless an obvious mistake, supported by objective evidence that the mistake was unintentional, and approval by the City. Any request for withdrawal must be in writing and substantiated by all original work papers, documents and other materials used in the preparation of the proposal. Such request shall be received by the City of Watauga within one (1) day after closing. If permitted to withdraw its proposal, the proposer shall not supply any material or labor, or perform any subcontract or other work in connection with the resulting contract. No partial withdrawals are permitted under any circumstance.

Certificate of interested parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require action or vote by the governing body of the entity.

With regard to the City of Watauga, a proposer that is awarded a contract or purchase that is greater than \$50,000 is required to electronically create a Form 1295 through the Texas Ethics Commission website (<https://www.ethics.state.tx.us>) and submit a signed copy of the form to the city. Note: The City requires that any contract that goes to the City Council must have a completed Form 1295. A contract, including city-issued purchase orders, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the Proposer(s).

Certificates of insurance: The City requires Proposer(s) to carry the minimum insurance as required by State laws. The successful Proposer shall furnish and maintain during the term of the contract, adequate Workers' Compensation and Commercial General Liability (Public) Insurance.

Insurance shall be with a company authorized to do business in the State of Texas and acceptable to the City. The City of Watauga shall be an additional insured on the commercial General Liability (Public) Insurance policy.

Each insurance policy shall contain a provision requiring thirty (30) days written notice prior to expiration, cancellation or non-renewal or any material change in coverage. The notice shall be given by certified mail.

Proposer(s) issuing the insurance policies shall have no recourse against the City for payment of premiums or assessments for deductibles, which are the sole responsibility and risk of the Contractor.

The Proposer(s) shall submit proof that the insurance is in force by attaching a standard Certificate of Insurance form to the proposal. The form should include information such as:

- Name of the insured
- Status of Insured, whether Corporation, Partnership, Individual, etc.
- Location of operations covered
- Description of operations covered
- Company(s) affording coverage and its policy number(s)

The successful Proposer(s) shall not commence work on the contract until the required insurance has been obtained and the certificate is provided to the City.

Certification: At the option of the City, a contract will be awarded on the basis of the best qualified proposal in the opinion of the City.

By submitting this proposal, the proposer certifies and represents that the proposer has not offered, conferred, or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote, or any exercise of discussion concerning this proposal.

Proposer further certifies and represents that they have not violated any state, federal, local law, regulation, or ordinance relating to bribery, improper influence, collusion, discrimination, or other similar crimes and all services provided or delivered under any award shall conform hereto.

By submitting this proposal, proposer certifies that to the best of their knowledge, no proposer employee, either full or part time, owner, official, stockholder or member of their immediate family, are related to a member of the City of Watauga City Council or City Manager in violation of the Nepotism Prohibition of the Texas Government Code (Chapter 573, Gov. Code).

Change orders: No oral statement of any person shall modify or otherwise change, or effect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made by the City of Watauga in writing. Finance shall be informed at all times of any change orders.

Contract: This proposal, when properly accepted by the City, shall constitute a contract equally binding between the successful Proposer(s) and the City. No different or additional terms shall become a part of this contract with the exception of change orders issued by the City.

Contract administrator: Under this contract, the City of Watauga may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. This includes, but is not limited to, acceptance, inspection, actual performance testing, and delivery. Actual performance testing shall be accomplished with the assistance and resources of the Proposer(s). The contract administrator shall serve as liaison between the using department and the successful Proposer(s). Finance shall be kept informed of any adverse situations relating to the award of this proposal.

Contract clause: All proposers understand and agree that the proposer's response to this proposal invitation become a legally binding part of the contract upon acceptance by the City.

Collusion: By submitting a proposal, each proposer represents and warrants that its proposal is genuine and not a sham or collusive, or made in the interest of, or on behalf of, any person not named therein, that the proposer has not directly or indirectly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal. Proposers also warrant that they have not in any manner colluded to secure any improper advantage over any other person submitting a proposal, or to limit the competitiveness of the process.

Compliance with laws: All proposers submitting proposals are expected to comply with federal, state, and local laws, and regulations relative to the preparation of the proposal and the services to be provided.

Proposer shall give all notices and comply with all federal, state, and local laws, ordinances, rules, and regulations, and lawful orders of any public authority bearing on the performance of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. The proposer warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

Contract documents: The contract will consist of the Request for Proposal document, the proposal response, and such other terms and conditions as the parties may agree.

Correspondence: The proposal number must appear on all correspondence, inquires, etc. pertaining to the proposal.

Debarment: By submitting a proposal, the proposer certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

Default: The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Watauga reserves the right to terminate the contract immediately in the event the successful proposer fails to:

- Substantially meet delivery or completion schedules
- Otherwise, substantially perform in accordance with the accepted proposal

Breach of proposer or default authorized the City to award to another proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting proposer.

Disability: In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), proposer warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms, and/or conditions of employment for applicants for employment with, or employees of proposer or any of its subcontractors. Proposer warrants it will fully comply with ADA's provisions and any other applicable federal, state, and local laws concerning disability and will defend, indemnify and hold the City harmless against any claims or allegations asserted by third parties or subcontractors against the City arising out of proposer's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.

Disclosure of interest: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. Proposers are required to submit with the proposal a Conflict-of-Interest Questionnaire stating that no officer or employee of the City has, or will have, during the said term of this contract, any prohibited interest as defined. The proposer understands that any existence of a prohibited interest at any time during the term of contract will render the contract voidable.

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with municipalities must file a completed conflict of interest questionnaire which is included in this solicitation or available at www.ethics.state.tx.us. The conflict-of-interest questionnaire must be filed with the City no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City or submits an application, response to a Request for Proposal, correspondence, or writing related to a potential agreement. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor. Updated Questionnaires must be filed in conformance with Chapter 176.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

By doing business or seeking to do business with the City of Watauga, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that you are solely responsible for complying with these requirements.

Disqualification of proposer: Proposers may be disqualified, and their proposals not considered for any of the following reasons:

- Reason for believing collusion exists among proposing proposers
- Reasonable grounds for believing that any proposer is interested in more than one proposal for the service contemplated
- The proposer being interested in any litigation against the City of Watauga
- The proposer being in arrears on any existing contract or having defaulted on a previous contract
- Contact with any other City employee as expressly prohibited without prior consent in this Request for Proposal

Employment eligibility verification: Proposer shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any other liability which may be assessed against proposer or City in connection with any alleged violation of any federal, state, county, and/or city statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

Errors or omissions: Proposer will not be allowed to take advantage of any errors or omissions in this Request for Proposal. Proposers shall promptly notify of any omission, ambiguity, inconsistency or error that they may discover upon examination of the documents. The City assumes no responsibility for any errors or misrepresentations that result from incomplete proposals. No plea of ignorance of conditions that exist, or difficulties or conditions concerning the work to be performed, or execution of the work shall be accepted as an excuse for any failure or omission on the part of specifications documents governing the work. The proposer awarded the contract shall not be allowed any extra compensation by reason of any matter or aspect prior to the proposal.

Ethics: Proposers shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City. The City may, by written notice to the successful proposer, cancel this contract without liability to the proposer if it is determined by the City that gratuities or bribes of entertainment, gifts, or otherwise, were offered or given by the proposer, its agents, or its representatives to any City officer, employee, or elected representative with respect to the performance of this contract. In addition, the successful proposer shall be subject to penalties as stated in Title 8 of the Texas Penal Code.

Examination of proposal documents: By submitting a proposal, the proposer represents that it has thoroughly examined and become familiar with the work required under this Request for Proposal and that it is capable of performing quality work to achieve the objectives. Before submitting this proposal, each proposer will be held to have received all necessary information and satisfied themselves as to the existing conditions under which they will be required to operate. No allowances shall be made subsequent in this connection on behalf of the City for any error or negligence on their part.

Proposers are advised to review all sections of this Request for Proposal carefully, and to follow instructions completely, as failure to make a complete submission as described herein may result in rejection of the submission.

By submitting, the proposer certifies that they have fully read and understand this Request for Proposal and has full knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the proposer's own risk.

The information contained herein is believed to be accurate but is not intended to be an expressed or implied warranty.

Exceptions, substitutions, and deviations: Proposers taking exception to the specifications indicated herein must be clearly stated on attached sheets. The absence of such exceptions shall indicate that

proposer has not taken exceptions and items offered are in strict compliance with the specifications and successful proposer(s) will be held responsible thereof. The City reserves the right to accept any and/or all of the exceptions, substitutions, or deviations as deemed to be in the best interest of the City. Proposers will not be allowed to make unauthorized substitutions after award is made.

Failure to Enforce: Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the agreement or any part thereof or the right of the City to enforce any provisions at any time in accordance with the terms.

Force Majeure: Neither party shall be required to perform any term, condition or covenant in this contract so long as such performances are delayed or prevented by force majeure, which shall mean acts of nature, strikes, lockouts, material, or labor performance restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of the party required to perform and which by the exercise of due diligence said party is unable, wholly or in part, to prevent or overcome.

Funding: The City of Watauga is a home-rule, municipal, government operated and funded on October 1st to September 30th fiscal year; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

Historically Underutilized Businesses (HUB): HUB businesses are strongly encouraged to participate in all purchasing activities of the City. While this is an important goal of the City, it may not necessarily be a determining factor in the award criteria, except where required by state or city laws, ordinances, statutes, etc. If an HUB goal has been established for this proposal, the applicable documents must be submitted within five (5) business days after the proposal opening date, exclusive of the proposal opening date.

Identical proposals: In the event of two or more identical low proposals, the contract shall be awarded as prescribed by Texas Local Government Code Chapter 271, subchapter Z, Section 271.901.

Inclement weather: In case of inclement weather or any other unforeseen event causing the City to close for business on the date a proposal submission deadline, the proposal closing will automatically be postponed until the next business day the City is opened. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to all known proposers interested in the project to extend the deadline. It will be the responsibility of the proposer to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgment call to extend any deadline.

Indemnification: Proposer shall defend, indemnify, and save harmless the City, and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property because of any negligent act or fault of the proposer, or of any agent, employee, subcontractor, or supplier in the execution of, or performance under, any contract which may result from proposed award. Proposer indemnifies and will indemnify and save harmless the City from liability, claim, or demand on their part, agents, servants, customers, and/or employees whether such liability, claim, or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways, or approaches of or to the facilities within which the occupied premises are located. Proposer shall pay any judgment with costs that may be obtained against the City growing out of such injury or damages.

Interlocal agreement: Other governmental entities utilizing interlocal agreements with the City of Watauga, may desire, but are not obligated, to purchase goods or services, defined in this proposal solicitation from the successful proposer. All purchases by governmental entities, other than the City of

Watauga, will be placed, billed, and paid directly by the governmental entity. The City of Watauga will not be responsible for another governmental entity's debts. Each governmental will place their own orders with the successful proposer and be responsible for ensuring full compliance with the specifications.

Invoices: Invoices should be submitted for payment to:

City of Watauga
Accounts Payable
7105 Whitley Road
Watauga, Texas 76148

Late proposal responses: Proposals received after the official closing date and time will be considered void and unacceptable. The City is not responsible for lateness or non-delivery of mail, courier, etc., and the time and date recorded by the City of Watauga shall be the official time of receipt of the proposal. It is the policy that late proposals be returned to the sender unopened provided there is a return address. However, if a late proposal is opened by staff in error, under no circumstances will the late proposal be considered, even if opened. Proposer is solely responsible for ensuring that proposals are received by the City of Watauga on or before the proposal response due date and time.

Liens: Proposer agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided under the City's request, by seller or seller's proposer(s). Upon request, a proper release for all liens, or satisfactory evidence of freedom from liens, shall be delivered to the City.

Minimum standards for responsible prospective proposers: A perspective proposer must affirmatively demonstrate a proposer's responsibility. The City of Watauga may request representation and other information sufficient to determine proposer's ability to meet these minimum standards including but not limited to:

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with the required or proposed delivery schedule
- Have satisfactory record of performance
- Have a satisfactory record of integrity and ethics
- Not have any outstanding taxes, child support, or other indebtedness to the State of Texas or the City
- Be otherwise qualified and eligible to receive an award

No proposals: If proposer does not wish to proposal at this time but wishes to remain on the proposal list for this product/service, please submit a "no proposal" form by the same time and at the same location as stated for proposal. If response is not received in the form of a "proposal" or "no proposal" for three consecutive requests, proposer shall be removed from the interest proposal list. If however, you choose to "no proposal" this product and/or service and wish to remain on interest proposal list for other commodities and/or services, please state particular product and/or service under which you wish to be classified. The City of Watauga is very conscious and extremely appreciative of the time and effort you have expended to submit a proposal. We would appreciate you indicating on your "no proposal" response any requirements of this proposal request, which may have influenced your decision to "no proposal".

No third-party beneficiary: For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with the City or proposer or both; and (2) the terms of this contract are not intended to release either by contract or operation of law, any third person or entity from obligations owing by them to either the City or proposer.

Nondiscrimination: Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations. Proposers shall certify to and comply with EEO regulations.

Non-resident proposers: Texas Government Code, Chapter 2252: non-resident proposers. Texas law prohibits cities and governmental entities from awarding contracts to a non-resident unless the amount of such proposal is lower than the lowest proposal by a Texas resident by the amount a Texas resident would be required to under proposal in the non-resident proposer's state.

Open Records: Please note that all information, including financial information, submitted as part of this proposal become the property of the City and may be subject to the provisions of the Texas Open Records Act, Chapter 552, of the Texas Public Information Act. All documentation shall be open for public inspection, except for trade secrets and confidential information so identified by proposer as such. The City will follow all requirements and procedures in the Public Information Act when responding to requests for disclosure of documents.

All material submitted becomes public property and is subject to the Texas Open Record Act upon receipt. If a proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure.

In accordance with Local Government Code 252.049 trade secrets are confidential information in competitive sealed bids and are not open for public inspection.

Ownership of documents: Proposals submitted in response to this Request for Proposal become the property of the City and is subject to the Texas Public Information Act after the announcement of award is made.

Original documents, including plans, designs and notes developed in connection with services or commodity provided hereunder belong to, and shall remain the property of the City. The proposer may receive reproducible copies of such documents upon request. Some of these documents, if patented, trade secrets or proprietary in any way, and are so noted in the proposal, may not be subject to the Texas Open Records Act, Chapter 252, Subchapter C, Section 252.049 (Vernon's Texas Codes Annotated).

Proposers should be aware that the proposal and the contents of the successful proposal will become part of any subsequent contractual document that may arise from this proposal. In cases of discrepancy between the proposal and the proposer's submittals, the proposal will rule.

Patents/Copyrights: Successful proposer agrees to protect the City of Watauga from claims involving infringements of patents and/or copyrights.

Payment: Payment will be made upon receipt of goods or completion of services and acceptance by the City and receipt of a valid invoice. All payment terms shall be net 30 and shall be made on approved invoices in accordance with the Texas Prompt Payment Act.

Payment, performance, and maintenance bonds: When payment, performance, and/or maintenance bonds are required, the successful Proposer(s) must provide the bonds in the amounts and on the conditions required within fourteen (14) business days after notification of award, or as otherwise required by the specifications.

Payment provision: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251 of the Texas Government Code.

Pre-printed terms and conditions / proposers contract documents: Proposers pre-printed terms and conditions or restrictions commonly appearing or attached with the proposal and/or proposer's specification material and contract documents will be disregarded in the absence of a noticeable written statement from proposer that all or a particular portion of such writing are in addition to or supersede the City terms and conditions. Even with a written statement from proposer, City's terms and conditions may prevail.

Presentation of proposals: No oral, telegraphic, telephonic, or facsimile proposals will be considered unless otherwise noted.

Price Decline: Should there be a decline in the market price of the commodities provided during this agreement, then the City shall receive the benefit of such decline.

Pricing: Price(s) proposal must be held Proposer for ninety (90) days to allow for evaluation and approval unless otherwise noted in the Request for Proposal documents.

Prohibition of boycott of Israel: House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on contracts with companies boycotting Israel. Effective September 1, 2017, a state agency, and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that (a) it does not boycott Israel, and (b) will not boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business with Israel or in an Israel-controlled territory, but does not include an action made for ordinary purposes.

"Company" is defined to mean a for-profit sole proprietorship, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

Proprietary Information: All material submitted becomes public property and is subject to the Texas Open Records Act upon receipt. If a proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Protest: All protests regarding the proposal solicitation process must be submitted in writing to the City purchasing office within five (5) working days following the opening of proposals. This includes all protests relating to advertising of the proposal notices, deadlines, proposal opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties within the proposal process.

This limitation does not include protests relating to staff recommendations as to award of this proposal. Protests to staff recommendations may be directed to the City Council by contacting the City Secretary. Failure to protest within the time allotted shall constitute a waiver of any protest.

Purchase order: The City of Watauga will generate a purchase order to the successful Proposer(s) upon award. The purchase order number must appear on all invoices, packing lists and all related correspondence. The City will not be responsible for any orders placed and/or delivered without a valid purchase order.

Quality of Supplies/Components: Except as to any supplies or components, which the specification provides need to be new, all supplies and components to be provided under this agreement shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this agreement, the proposer believes that furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore, and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

Questions, clarifications, and issuance of addenda: In order to ensure a fair and objective evaluation, all questions related to this Request for Proposal are to be addressed only to the person named herein. Contact with any other city employee is expressly prohibited without prior consent of the purchasing office. Proposers directly contacting other city employees will risk elimination of their proposal from further consideration.

Any explanation, clarification or interpretation desired by a proposer regarding any part of the Request for Proposal must be requested from Deby Woodard, Assistant Finance Director no later than 9:00AM (local Time) Tuesday, June 1, 2021.

Remedies: The successful proposer and the City of Watauga agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

Review of documents: Proposers are expected to examine, making all necessary investigations required to be fully and thoroughly informed as to all difficulties that may be encountered in the complete execution of all work in accordance with the contract documents. Each proposer shall examine all specifications, requirements and other data or instructions pertaining to the work. Proposers shall promptly notify the City of Watauga of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the documents. The City assumes no responsibility for any errors or misrepresentations that result from incomplete proposals. No plea of ignorance of conditions that exist, or difficulties or conditions concerning the work to be performed, or execution of the work shall be accepted as an excuse for any failure or omission on the part of specifications documents governing the work. The Proposer(s) awarded the contract shall not be allowed any extra compensation by reason of any matter or aspect prior to the proposal.

Right of inspection: City shall have the right to inspect the goods upon delivery before accepting them. Proposer shall be responsible for all charges for the return to proposer of any goods rejected as being nonconforming under the specifications.

Rights of the City: Until and unless any proposal is accepted, this proposal is not in any way to be construed as an agreement, obligation or other contract between the City and any person or proposer submitting a proposal, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposal documents or in anticipation of a contract. Nothing herein shall create an obligation on the part of the City to do business with the proposer in this proposal process.

All costs associated with developing or submitting a proposal in response to this request shall be the sole responsibility of the proposer. The City assumes no responsibility of these costs.

The City may investigate the qualifications of any proposer under consideration, require confirmation of the information furnished by the proposer and require additional information. Contract award will be made at the sole discretion of the City, based on the evaluation of all responses to the proposer that is determined to be the best qualified to perform the scope of services.

This proposal does not commit the City to enter into a contract. The City reserves the right to award one,

more than one, or no contract(s) in response to this proposal. The City reserves the right to waive any formalities and irregularities, request additional information, reject any submission, or cancel the entire process should it be deemed in the best interest of the City.

In determining the best value for the City, the City may consider the following per Local Government Code Chapter 252.043:

- The purchase price
- The reputation of the proposer and of the proposer's goods or services
- The quality of the proposer's goods or services
- The extent to which the goods or services meet the City's needs
- The proposer's past relationship with the City
- The impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities
- The total long-term cost to the City to acquire the proposer's goods or services
- Any relevant criteria specifically listed in the request for proposals or proposals

In addition, the City reserves the right to:

- Obtain clarification of any point in a proposer's response or to obtain additional information necessary to properly evaluate a particular response
- Reject any or all proposals
- To terminate this proposal, and reissue a subsequent solicitation, and/or remedy technical errors in the proposal process
- To waive any formalities and irregularities in the submissions or proposals received
- Accept or reject any and/or all responses to this Request for Proposal as it shall deem to be in the best interest of the City
- May request representation and other information sufficient to determine proposer's ability to meet the minimum standards as indicated herein
- The City operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available
- Specify approximate/estimated quantities
- Extend the opening date and time
- Consider and accept alternate proposals, if specified in the documents, when most advantageous to the City
- Waive as an informality minor deviation from specifications, provided they do not affect competition or result in functionally unacceptable goods or services
- Waive any minor informality in any proposal or procedure (a minor informality is one that does not affect the competitiveness of the proposer)
- Add additional terms or modify existing terms in the proposal
- Reject any proposal because of unbalanced unit prices
- Reissue a proposal
- Procure any item by other means

Senate Bill 252: Senate Bill 252, effective September 1, 2017, prohibits governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization. Senate Bill 252 amended the Texas Government Code to add Chapter 2252, Prohibition on contracts with certain companies. This Bill prohibits state agencies from contracting with or investing in companies that do business with Iran or

designated foreign terrorist organizations.

“Foreign terrorist organization” means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

“Government contracts” means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2254.

Severability: If any provision of this contract or the applicable thereof to any person or circumstances is held invalid, the remainder of this contract and the application of such provision to other persons or circumstances shall not be affected.

Signature: Proposer must sign each document in the Request for Proposal requiring a signature (when applicable). A proposal may be signed by an authorized agent of the Proposer to sign contracts on its behalf. The name and title of the individual(s) signing the proposal must be clearly shown.

Silence of specifications: Apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this proposal shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item proposal.

Submission of proposals: Qualified proposers are invited to submit proposals outlining their qualifications, competence, and capability to provide Collection Services as specified herein.

It shall be the responsibility of each submitting proposer to ensure proposal is turned in to the City of Watauga before the due date and time. The official time shall be determined by the clock located in Watauga City Hall Council Chambers.

Proposals are due no later than 2:00PM (local time) Wednesday, June 9, 2021. Late proposals will not be accepted under any circumstances.

Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to delivery difficulties.

All costs associated with preparing a proposal in response to a solicitation shall be the full responsibility of the proposer.

Each proposer must furnish the information required by the Request for Proposal on the documents provided. Proposals submitted on other than the forms included in the packet, unless otherwise instructed, may be considered non-responsive. Any attempt to alter the wording in the proposal may result in rejection of the proposal.

All required documents are to be complete and accurate with all appropriate signatures. Packages are to be sealed and clearly identified.

Submittals cannot be altered or amended after the closing date. Submittals will be publicly acknowledged in the Watauga City Hall Council Chambers located at 7105 Whitley Road, Watauga, Texas 76148 at the time and date specified. All interested parties may be present.

Taxes: The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in any contract that may be awarded from this Request for Proposal.

Taxes, unemployment benefits, etc.: The successful proposer hereby accepts exclusive liability for, and agrees to indemnify the City against liability for payment of any contributions or taxes for unemployment insurance, old ages pensions or annuities or other purposes now or hereafter imposed by the Government of the United States and/by the Government of any State of the United States, which are in whole or in part measured by and/or based upon the wages, salaries, or other remuneration paid to persons employed by the successful proposer on work in connection with this contract.

Termination: The City of Watauga reserves the right to terminate this agreement with ten (10) working days written notice if the successful Proposer(s) fails to perform in a manner deemed unacceptable to the City. Upon delivery of such notice by the City to the successful Proposer(s), Proposer(s) shall discontinue all services in connection with the performance of this agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Proposer(s) shall submit a statement to the City for payment of that portion of the agreement successfully performed.

Termination for convenience: This contract may be cancelled or terminated at any time by giving proposer thirty (30) days written notice. Proposer may be entitled to payment for services actually performed or goods delivered; to the extent said services and/or goods are satisfactory.

Termination for default: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful Proposer(s) fails to:

- Meet schedules
- Make payment of any fees
- Perform in accordance with the contract

In the event the successful Proposer(s) shall fail to perform, keep, or observe any of the terms and conditions, the City shall give the successful Proposer(s) written notice of such default. If said default is not remedied to the satisfaction and approval of the City within ten (10) working days of receipt of such notice by the successful Proposer(s), default shall be declared, and all the Proposer(s) rights shall terminate. The Proposer(s), in submitting this proposal, agrees that City shall not be liable to prosecution for damages in the event that the City declares the Proposer(s) in default.

Termination for insolvency: The City may terminate this contract/agreement forthwith if any of the following occur:

- Insolvency of the Proposer(s) (proposer shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not is insolvent within the meaning of such laws)
- The filing of a voluntary or involuntary petition regarding proposer under the Federal Bankruptcy Code
- The appointment of a Receiver or Trustee for Proposer(s)
- The execution by Proposer(s) of a general assignment for the benefit of creditors

Termination of contract: If this award results in a contract, it shall remain in effect until the contract expires, the performance of services are completed, or termination by the City. In the event of termination, the City reserves the right to award to next best proposer as they deem to be in the best interest of the City.

Further, the City may cancel this contract without expense to the City in the event funds have not been appropriated for expenditures under this contract.

This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered. Either party may also terminate the contract with thirty (30) days written notice prior to any cancellation.

When the City has reason to question the proposer's intent to perform, the City may demand that written assurances of intent to perform be provided. In the event such a demand is made, and no assurance is given within ten (10) working days, the City may treat this failure as an anticipatory repudiation of the contract.

Termination without cause: The City shall have the right to terminate the contract, in whole or in part, without cause at any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Proposer(s) shall promptly cease placing orders and all further work pursuant to the contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the proposer, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

Title and risk of loss: The title and risk of loss of goods shall not pass to the City of Watauga until the City actually receives and takes possession of the goods at the point(s) of delivery, after inspection and the acceptance of goods.

Unauthorized communications: In order to ensure a fair and objective evaluation, after the release of this solicitation, proposers' contact with unauthorized City personnel or Official regarding this proposal, evaluation, and award process is strictly prohibited.

Contact with personnel of the City of Watauga other than Jennifer Walls, City of Watauga Financial Services Technician II, regarding this Request for Proposal may be grounds for disqualification.

Requests for explanations or clarifications may be emailed to dwoodard@wataugatx.org. Emails must clearly identify the Request for Proposal number and title.

If it is determined that a clarification is required, such clarification shall be issued in writing in the form of an addenda. Sole issuing of addenda shall be vested in the purchasing office. Addenda shall be sent to all who are known to have received a copy of the proposal. Proposers shall acknowledge receipt of all addenda within the proposal responses.

Interpretations, corrections, or changes to the proposal made in any other manner are not binding, and proposers shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before award are not binding. It is the sole responsibility of the proposer to check with the City of Watauga website to ensure that all available information has been received prior to submission. The City will not be held liable for any addenda information not received by proposer.

Venue: The contract will be governed and construed according to the laws of the State of Texas. The contract is performable in Tarrant County, Texas. Venue shall lie exclusively in Tarrant County, Texas.

Wages: Proposer shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend and hold harmless the City, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, Social Security, unemployment, Federal Income Withholding Taxes, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law, including but not limited to, FLSA, for work performed by proposer employees for which the City may be found jointly or solely liable. In the event of a Public Works project,

the City and the contract are also governed by the Davis-Bacon prevailing wage rate.

Waiver: No waiver by either party of any breach or any provision of this contract shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this contract shall not be construed as a waiver thereof.

Warranty: Guarantees and warranties shall be attached as a part of the proposal as they shall be a consideration in awarding the contract. The successful Proposer(s) shall warrant that all products/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title. If any of the work in accordance with this proposal is found to not be in accordance with the requirements of the documents, the proposer shall correct such work promptly after receipt of written notice from the City, architect, engineer, or other entity as the proposal documents may provide. This obligation shall survive acceptance of the work under the contract and termination of this contract. If supplier fails within a reasonable time after written notice, to correct defective work, to remove and replace rejected work, or supplier fails to comply with any provision in the contract document, either the City or its designee may, after ten (10) days written notice to proposer, correct and remedy any such deficiency and bill said proposer for actual expenses incurred.

Withdrawal: A proposal may not be withdrawn or cancelled by the proposer without permission of the City for a period of ninety (90) days following the date designated for receipt of proposals, and proposer so agrees upon submittal of the proposal.

Withdrawal/ modification of proposals: A proposer may withdraw a proposal at any time prior to the final submission deadline upon presentation of acceptable identification. The proposer may thereafter submit a new or modified proposal prior to the final submission date.

Any submitted proposal may be withdrawn, revised, or substituted if a written notice is submitted to the Watauga purchasing office prior to the submittal deadline.

Any interlineations, alteration, erasure, or other amendment made before the submittal deadline, must be signed or initialed by the proposer or authorized agent, guaranteeing authenticity. Proposals cannot be altered, amended, or withdrawn by the proposer after the submittal deadline. Modifications offered in any other manner, oral or written, will not be considered. A final proposal cannot be changed or withdrawn after the designated time for receipt, except for modifications/clarifications requested by the City after the date of receipt.

TERMS AND CONDITIONS

Under these specifications Proposer shall provide a complete and professional job for each grounds maintenance task. The omission, within a proposal submittal of specific reference to any equipment, materials, or labor necessary for performance of contract per specifications, shall not relieve Proposer of responsibility for furnishing such equipment, materials, or labor.

Proposer must submit a completed list of equipment to be used for this contract, on the enclosed Equipment Form.

The successful Proposer shall comply with all applicable governmental laws and regulations.

Successful proposer may be required to provide and enforce the use of uniforms and identification badges to personnel (if required by company) assigned under this agreement. Uniform design (if applicable) is subject to approval by the City. The proposer is responsible for cleaning of employee uniforms. Proposer is also responsible for the following:

- Ensuring employees maintain a neat and clean appearance while providing the services

- Verifying employee's valid driver's license every six months
- Ensure that appropriate safety equipment is provided and used

The City shall not be liable for any loss or damage sustained by the Proposer. Proposer shall hold the City harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered, or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with their performance of work under this agreement. The successful Proposer shall exercise every necessary precaution for the safety of the work site and the protection of any kind and all persons and/or property located adjacent to or making passage through the work site. Pedestrians shall have right of way and be yielded to by all personnel. All mowing equipment is to have functional debris deflectors in place at all times. Deflectors are to be standard, manufacturer approved equipment.

All maintenance equipment, operating on public Watauga streets or rights of ways, shall display approved slow moving equipment symbols, flags and other safety equipment as required.

Proposer shall be responsible for the behavior of all employees. Employees will act and behave in a professional manner at all times. All grounds maintenance personnel shall wear approved orange safety vests while operating equipment on City medians or rights of ways. Proposer shall be responsible for placing signs and/or traffic cones as necessary while performing maintenance on City medians, parkways, and rights of ways. No passengers shall be allowed on tractors or other mowing equipment.

Proposer will be responsible for ensuring vehicles and equipment are clearly identified in a manner acceptable to the City and are properly licensed and inspected in accordance with the State of Texas and Tarrant County regulations.

The Proposer shall be responsible for providing traffic control, where necessary, during median and right of way operations consistent with the provisions set forth in the "2014 Texas Manual on Uniform Traffic Control Devices for Streets and Highways" issued under the authority of the "State of Texas Uniform Act Regulating Traffic on Highways", codified as Article 6701d Vernon's Civil Statutes, pertinent sections being Section Nos. 27, 29, 30 and 31.

The successful Proposer must provide a valid telephone number and address at all times to the designated City representative. The telephone number must be answered during normal working days, at least to take a message.

The successful Proposer shall submit an invoice for the month that maintenance was completed within ten (10) days after completion of that month for a monthly payment.

The successful Proposer shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful Proposer's employees or agents.

The successful Proposer will be responsible for any damages to the irrigation system(s) due to negligence on the part of the Proposer or the Proposer's representative. Any damage to an irrigation system is to be reported immediately to the City representative.

The City representative reserves the right to cancel scheduled maintenance cycle on a week-to-week basis, based upon need, prevailing weather conditions and available funding. Contract is pay as perform for all maintenance tasks.

At the time a Proposer has been awarded, prior to the Proposer's first cycle, City staff will do a walk through with Proposer representative of the irrigation systems for inspection. Irrigation system maintenance is maintained by in-house staff which included regular inspections of all systems.

The intent of the City is to send weekly work order requests that will be routinely standard. This process can be revised with the awarded Proposer for efficiency and clarity between City expectations and Proposer.

SUBMISSION OF PROPOSALS

All proposals shall be sealed and clearly labeled on the front of the package with:

SEALED PROPOSAL: # 21-005 GROUNDS MAINTENANCE

OPENING DATE: WEDNESDAY, JUNE 9, 2021 AT 2:00PM (local time)

Mail or deliver responses to the following address:

City of Watauga
Finance Department
7105 Whitley Road
Watauga, TX 76148

Sealed proposals will be received until 2:00PM (local time) Wednesday, June 9, 2021 by the City of Watauga, Texas Finance Department at which time they will be publicly acknowledged. Responses received after the closing date and time will not be accepted.

Once the submittal deadline has passed, any proposal shall constitute an irrevocable statement to provide the commodities and/or services set forth in this Request for Proposal. Such proposals shall be irrevocable until the earlier of the expiration of ninety (90) days from the submission deadline, or until a contract has been awarded by the City.

All proposers must submit with response, a list of all equipment, giving year, model and make of machines to be used and all equipment shall be subject to inspection by the Parks Department.

METHOD OF AWARD – BEST VALUE RANKING APPROACH

The City of Watauga intends to award a contract to the Proposer who provides goods and services at the best value for the City of Watauga. The City may choose to award the contract based on the lowest responsive, responsible proposal or the best value ranking, whichever is deemed to be in the best interest of the City. In determining the best value for the City of Watauga, the City will consider price and relevant experience/references to the extent to which the goods and services conform to the specifications herein.

Measurable criteria are used to determine the best value ranking. The measurable criteria are added together to determine the Proposer's total score. The Proposer with the highest score has the highest ranking. If there is only one response to the solicitation, the evaluation process may be waived, and award may be made to the only responsive, responsible Proposer.

An evaluation committee will evaluate the information provided by the Proposer(s) in response to the established measurable criteria contained in the solicitation. The combined score of all committee members for each Proposer is the score to be used to determine the ranking for the Proposer. Award will be made to the proposer with the highest ranking.

PROPOSAL EVALUATION FACTORS

Points	Factor
30	Overall Price for Services
40	Experience Providing Required Services/Past Experience/References
25	Ability to Provide Required Services
5	Completeness of Proposal Submission of Required Information

Each Proposer is responsible for submitting all relevant, factual, and correct information with their proposal. The evaluation committee will assign a ranking score to each Proposer based on the available data. If additional sheets are attached to the proposal specification package, the Proposer shall clearly cross-reference the appropriate location in the solicitation (i.e., page number, paragraph, subject, etc.).

Price: (30 points) the Proposer with the lowest price receives the maximum score. The Proposer with the next lowest price receives points based on dividing his price into the next lowest price and multiplying that percentage by the available points. For example, assume \$30,000 is the low offer, then that Proposer would receive 30 points ($\$30,000/\$30,000=1.00 \times 30=30$). Assume \$35,000 is the next low offer, then that bidder would receive 25.7 points ($\$30,000/\$35,000=0.86 \times 30=25.7$), etc.

Experience Providing Required Services/Past Experience/References: (40 points) 40 points will be the maximum point value given to the Proposer. The Proposer's point value will be based on their measured score. Evaluation of the Experience Providing Required Services/Past Experience/References shall be based on submittals regarding the following information:

1. Equipment to perform contract requirements
2. Number of employees to perform contract requirements/Personnel Information
3. Experience with contracts similar in size and scope
4. Proposer shall provide a minimum of three (3) current references with the proposal response.
5. References shall be from clients the Proposer has served in a similar capacity within the last 24 months, preferably municipalities in the Dallas/Fort Worth metroplex area.

Failure to meet any of the above requirements may result in Proposer receiving zero points in this area.

Ability to Provide Required Services: (25 points) 25 points will be the maximum point value given to the Proposer with the highest rated ability to perform the required services listed in the proposal for the City of Watauga.

Failure to include references could be grounds for the proposal to be considered non-responsive.

Completeness of Proposal Submission of Required Information: (5 points) 5 points will be the maximum point value given to the Proposer. Required information is listed below and shall be submitted in the order provided.

1. Proposal Title Page
2. A cover letter introducing the firm and the individual who will be the primary contact person. Include an outline of firm history and philosophy.
3. Specific qualifications regarding experience in grounds maintenance.
4. A description of the firm's organization and staff.
5. Copy of Texas Department of Agriculture Pesticide Applicator License
6. A pricing structure complete with details of proposed process detailing the collection of delinquent accounts.
7. Provide three references of current contracts and three references of past contracts.
8. Proposal Pricing for Each Section
 - a. General Park Areas

- b. Watauga Municipal Buildings
 - c. Right of Ways
 - d. Storm Drainage Channels
- 9. All forms provided by the City of Watauga – completed and signed by the proposer.
 - a. Non-Collusion Form
 - b. Cooperative Purchasing Form
 - c. Response Form
 - d. Conflict of Interest Form
 - e. House Bill 89
 - f. Senate Bill 252
 - g. Vendor Information Form
 - h. Personnel Requirements
 - i. Personnel Information
 - j. Addenda Acknowledgement (if required)

PROPOSAL EVALUATION

The City reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities for the best interest of the City. The City reserves the right to determine “or equal” status.

It is the intention of the City of Watauga to award to one Proposer.

PROPOSER SELECTION

If awarded, the contract shall be based on the City’s evaluation criteria of price, experience, references, and compliance with proposal requirements. A responsive Proposer shall have submitted a complete sealed proposal packet within the stated timeline and in accordance with the specifications. A responsible Proposer shall demonstrate the ability to successfully deliver the supplies, equipment and/or services being procured.

A **responsive** Proposer is defined to be one who submits a completed sealed proposal packet within the stated time deadline and in accordance with the proposal specifications.

A **responsible** Proposer is defined to be one who demonstrates via their responses to the selection criteria his or her ability to successfully deliver the supplies, equipment, or services being procured.

EXAMINATION OF DOCUMENTS, SITE AND CONDITIONS

Before submitting proposal, it is highly recommended Proposers should:

1. Carefully examine the specifications and the contract documents, including the proposal form
2. Be fully informed of existing conditions and limitations
3. Visit the site of work
4. Determine routes of ingress and egress for completing entire project
5. Include in the proposal, sufficient compensation to cover all work and guarantee items required by the agreement

PROPOSERS QUALIFICATION REQUIREMENTS

Each Proposer is responsible for submitting all relevant, factual, and correct information with their proposal. The below listed criteria will be assessed by the Proposers submitted data. If additional sheets are attached to the proposal specification, the Proposer shall clearly cross-reference the appropriate location in the solicitation (i.e., page number, paragraph, subject, etc.).

1. Any Proposer wishing to be considered for providing the services described in this proposal shall submit one (1) original and two (2) copies of each proposal, totaling three (3) submissions in a sealed envelope or box.
2. Grounds maintenance service Proposer shall have a minimum of five (5) consecutive years' experience in grounds maintenance, which includes, but not limited to, manicured grass maintenance.
3. Proposer shall have successfully completed a grounds maintenance contract of similar size and scope of these contract specifications.
4. Proposer must submit with their proposal, a list of equipment to be used for this contract. The list of equipment should include type of equipment, quantity, manufacturer, hours of usage, and equipment age (year). Equipment can be subject to inspection by the City representative. Proposer may use attached "Maintenance and Support Equipment" form.
5. Proposer shall have in their employment at the time of proposal the minimum number of employees to successfully execute the work as specified or provide evidence of such ability to execute the contract if proposals are submitted during a period of reasonably accepted offseason downsizing.
6. Proposer shall provide a minimum of three (3) current references with the proposal. References shall be from clients the Proposer has served in a similar capacity within the last 24 months, preferably municipalities in the Dallas/Fort Worth metroplex area.

RESPONSIBILITY FOR WORK

1. The Proposer shall be responsible for the complete performance of all of the work under the Contract.
2. Proposer shall be responsible for furnishing all tools, equipment, labor, supplies and incidentals required to complete the work.

CANCELLATION

The Proposer shall strictly comply with the provisions of the contract with an adequate number of quality personnel and equipment to perform the work described in these specifications. Non-performance or non-compliance with the requirements of this specification by the awarded Proposer shall be basis for the termination of the contract by the City.

The Proposer shall be given forty-eight (48) hours following receipt of notification of default in which to remedy the deficiencies. If the deficiencies are not remedied as a result of the notification, the contract shall be terminated.

At the discretion of the City, subsequent notification(s) may be issued upon the occurrence of each default(s) and the Proposer shall have forty-eight (48) hours following receipt of the second notification to remedy the deficiencies. If deficiencies are not remedied following the subsequent notification(s) period, the Proposer shall be deemed in default of the contract and the contract shall be terminated.

The City shall not pay for services that are deemed by the City to be unsatisfactory. Proposers will be given reasonable opportunity, before termination, to correct any deficiencies; however, this in no way may be construed as negating the basis for cancellation.



21-005 Grounds Maintenance

Proposal Title Page

Proposal Reference Number	21-005
Project Title	Grounds Maintenance
Submittal Deadline	Wednesday, June 9, 2021 2:00PM (local time))
Submit Hard Copies to	City of Watauga Finance Department 7105 Whitley Road Watauga, Texas 76148

PROPOSER INFORMATION:

Legal Name			
Address			
City, State, Zip			
Federal Taxpayer ID Number			
Phone Number		Fax Number	
Email Address			
Central Masters Proposers List registration number			
Prime Contractor HUB/MWBE registration number			

PROPOSER AUTHORIZATION:

I, the undersigned, have the authority to execute this proposal in its entirety as submitted and enter into a contract on behalf of the proposer.	
Printed Name of Authorized Representative	
Position of Authorized Representative	
Signature of Authorized Representative	
Signed this Date	



**21-005 Grounds Maintenance
Signature & Non-Collusion Statement**

The undersigned affirms that they are duly authorized to execute the contract, and if proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the proposal, conditions, terms, specifications, and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, Proposer, partnership, or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Proposer: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Email address: _____

Proposer (print name): _____

Proposer Signature: _____

Position with Company: _____

Signature of Company Official: _____

Company Official (print name): _____



**21-005 Grounds Maintenance
Cooperative Purchasing**

Company Name: _____

Cooperative Purchasing: Should other Governmental Entities decide to participate in this contract, would you, the Proposer, agree that all terms and conditions, specifications, and pricing would apply?
_____Yes _____No

If checked yes, the following will apply: Governmental Entities utilizing inter-local governmental contracts with the City of Watauga will be eligible, but not obligated, to purchase materials or services under this contract awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Watauga will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Watauga will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own materials or services as needed.

** Non-response to the Cooperative Purchasing will indicate the proposer does not wish to participate with other governmental entities.



**21-005 Grounds Maintenance
RESPONSE FORM**

Company Name: _____

Tax ID Number: _____

Authorized Signature: _____

Printed Name: _____

Company Address: _____

City/State/Zip: _____

Company Phone: _____

Company Fax: _____

Email Address: _____

Company URL: _____

Inter-locals: _____ No _____ Yes

If yes, contract Number: _____

HUB Certified: _____ No _____ Yes

If yes, please attach certification

Additional Proposer Notations and Information:

(Other items, costs, additions or variances to specifications)

Attach additional sheets if necessary

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed._____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4_____
Signature of vendor doing business with the governmental entity_____
Date

Adopted 8/7/2015



CITY OF WATAUGA, TEXAS HOUSE BILL 89 VERIFICATION

I, _____ (name), the undersigned

representative of:

Company or Business name: _____

(Hereafter referred to as company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE



**CITY OF WATAUGA, TEXAS
SENATE BILL 252 CERTIFICATION**

I, _____ (name), the undersigned
representative of:

Company or Business name:

Do hereby depose and certify that the company named above is not identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as Foreign Terrorist Organization by the U.S. Secretary of State. In addition, it is further certified that company shall not do business with any of these organizations while providing products or services to the City of Watauga.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE



VENDOR INFORMATION

How long has your company been in business?
Is your company local, regional or national?
In what cities/states does your firm operate?
Where is your company headquarters located?
Has your company performed work for any other city government?
How many years of experience in the landscape industry do the company's upper management personnel have?
What is the experience of the Manager who would be working on this contract if awarded to your company? You may submit a resume if desired.

PERSONNEL REQUIREMENTS

All maintenance and management personnel assigned to this contract shall meet the following standards:

- (a) Vendor shall provide a licensed applicator licensed through either the Texas Department of Agriculture or the Structural Pest Control Board.
- (b) Personnel making pesticide/herbicide applications or performing landscaping shall have on their person, a license and/or certification.
- (c) All personnel will utilize appropriate safety equipment at all times.
- (d) Vendor shall have emergency personnel available 24 hours per day, seven days per week. Vendor shall provide the City with "after hour" contacts.
- (e) While on-site, all personnel shall be uniformed and generally neat in appearance and professional in behavior.
- (f) All lunch and break periods taken shall be within areas approved by the City.

PERSONNEL INFORMATION

Please indicate the number of full-time personnel in the following categories. All responses to this section will apply to Watauga operations only.

Management _____ Administration _____ Maintenance Staff _____

Other staff defined as:

Describe your hiring and screening process. What qualifications do you look for in an employee?

Describe the types of training programs you provide your employees? Where is the training conducted? How often is it conducted?

Does your company enlist the services of any contract labor force?

What is your company policy regarding drug testing/abuse?

MAINTENANCE AND SUPPORT EQUIPMENT REQUIREMENTS

1. Only the appropriate equipment, in proper working order, shall be utilized for maintenance operations.
2. Repair, servicing or fueling of equipment is not permitted within landscape areas or on turf areas.
3. Equipment shall be operated in a safe and efficient manner at all times.
4. The City of Watauga reserves the right to inspect all equipment to be utilized in performance of this contract, and to inspect the equipment at any interval the City deems necessary to ensure compliance with Federal (OSHA), State, and City safety standards. If vendor's equipment is judged, by the City, as not meeting minimum safety standards, it shall not be used pursuant to this contract. This constraint from use shall be in effect until said equipment is brought into contract compliance and approved by the City of Watauga.
5. The City may request that vendor show evidence that equipment to be used in performance of this contract is in good working order, and adequate for performance of required mowing, trimming, and edging operations.
6. Vendors must demonstrate, within submittal, the ability to provide the necessary equipment required for grounds maintenance operations per specifications. Such equipment must be dedicated to performance of this contract for the City of Watauga.

INSURANCE COVERAGE REQUIRED

Section A: The awarded vendor shall furnish a completed insurance certificate to the City within five (5) days after the award, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage's limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon.

Section B: The City reserves the right to review the insurance requirements of this section during the effective period of the contract end to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the vendor.

Section C: Subject to the vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, the vendor shall obtain and maintain in full force and effect for the duration of this contract, and any extensions hereof; at the vendor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City of Watauga, in the following type(s) and amount(s):

Statutory Workers' Compensation Insurance and Employer's Liability Insurance at the following limits:

- \$100,000 each accident
- \$100,000 disease each employee
- \$500,000 bodily injury/disease – policy limit

Commercial General Liability Insurance including explosion, collapse, and underground coverage shall be provided as follows:

- \$1,000,000 each occurrence
- \$2,000,000 annual aggregate

Automobile Liability Insurance shall be provided as follows:

- \$500,000 bodily injury per person each accident
- \$250,000 property damage
- or
- \$1,000,000 combined single limit each accident

Certificates of insurance of each policy shall be delivered to the City Purchasing Office along with a statement of endorsement from each insurance company that such policy shall not be canceled, non-renewed, or materially changed without thirty days written notice being given to the City. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, vendor shall deliver to the City a replacement certificate in compliance with this contract.

The vendor will assume complete responsibility for any claim of property damages, loss, theft, or bodily injury, which may directly or indirectly arise from the operation's performance under the terms of the contract. The vendor will hold harmless, release, and defend the City from all claims of liability that directly or indirectly arise under the terms of the contract. The vendor will be required to furnish the City a certificate and copies of public liability insurance in the minimum of \$1,000,000 for combined single limits.

Alternately, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. Employers who have rejected the Act, and have not been certified as self-insured employers, may not be eligible for a contract award.

The City of Watauga will be named as an additional insured party on contractor's general liability policy and any excess/umbrella liability insurance policies.

Vehicle Insurance: the successful vendor shall meet and furnish the minimum Texas State Financial Responsibility Act requirements for the operation of vehicles(s) used in the delivery of the items purchased by the City.



Landscape Maintenance Manual Specifications Section

General Park Areas

SCOPE OF WORK

The following specifications are for five different City park areas defined as follows:

BISD Park – All areas within the park property located at **5700 Chapman Rd.**

Capp Smith Park – All Areas within the park property located at **5800 Robin Dr.**

Foster Village Park– All areas within the park property located at **6600 Starnes Rd.**
Note: Developed baseball fields are mowed by city staff.

Hillview Park– All areas within the park property located at **5901 Hillview.**

Virgil Anthony Sr. Park– All areas within the park property located at **5900 Barry Dr.**

Whites Branch Creek Trail- All areas within the marked park property located at **5301 Watauga Rd.**

See the maps in Appendix B through Appendix G for additional information.

GENERAL REQUIREMENTS

1. Fee Structure

- The Contractor shall provide all maintenance in conformance to these specifications billed monthly and shall not exceed the total costs provided in the awarded proposal amount.

Work not provided for in these specifications shall be done when the City or its designee and Contractor agree in writing on scope of work and costs to the City, separate from monthly fee and maintenance services. City will provide a separate purchase order number for such work. Contractor shall be able to conduct these extra work tasks without impacting the quality of work within these specifications.

City will pay Contractor for work based on review and approval of weekly services checklist.

All invoices shall be billed to the City of Watauga.

2. Contractor Obligations

- The Contractor shall provide all materials, equipment, and personnel needed to perform terms of the specifications. **(Must complete Equipment List in Appendix A.)**
- Regular maintenance personnel shall wear a uniform shirt that is neat, clean and presents a professional appearance.
- The Contractor shall designate in writing to the City one (1) on-site supervisor as his representative. This individual must be able to communicate in English and shall be able to effectively supervise the Contractor's on-site staff and communicate the various work procedures to the City. This individual must be able to make decisions on-site to address City's concerns in a timely manner.

- No member of Contractor's staff shall enter any building location except with written permission of the City.
- Insurance and other legal mandates for employees and temporary workers are the responsibility and obligation of the Contractor.
- The Contractor shall work, at all times, in compliance to laws and regulations of Federal, State, County, and local governments.
- **Contractor shall protect the general public from hazards and risk of injury. Post "Keep off" or other signs to notify all persons of hazards. Signs should read, "Falling Limbs", "Pesticide Applications", "Mowers Ahead", etc.**
- Contractor must barricade or mark boundaries of area where work is a hazard to all persons.
- Contractor shall provide a 24-hour minimum notice to City and obtain City's written approval before doing hazardous work, such as tree pruning and application of pesticides and fertilizers, unless deemed an emergency, i.e., hazardous tree limbs. Notice shall include kind of work, location, and time period of activity, names, description, and quantities of chemicals to be applied. Materials safety data sheets must be provided for all chemicals prior to application.
- Contractor shall provide, as part of the monthly service fee, all tools, equipment, fertilizers, soil amendments, and pesticides as necessary for maintenance of all areas at a high standard of quality.

3. Municipal Environmental Policy

- The City of Watauga is pro-active on environmental and recycling issues. The City requires suppliers to be pro-active concerning these same issues.
- Only slow-release type fertilizer is to be used.
- Recycle of disposed clippings are encouraged.
- Any other activities that may be taken to protect the environment or recycle are encouraged.
- Minimize/ prevent runoff of fertilizers into the storm drain system.

GENERAL MAINTENANCE GUIDELINES

1. Quality Control

- The Contractor must provide daily inspections by a manager level supervisor each workday to ensure tasks are completed according to specifications. Said supervisor must resolve any incomplete tasks within 24 hours of said work.
- Contractor will be responsible for weekly inspection of the entire property and the performance of all items required and referred to in these specifications. The goal of weekly inspection is to identify possible cultural, insect, or disease problems before significant damage occurs. In addition, accurate records of previously used control methods are important in determining which control methods are effective. Name

and location of unsightly, unshapely, unhealthy, or in any way abnormal plants shall be recorded in the Weekly Maintenance Worksheets. In addition, information shall also include any treatments being used in an attempt to ameliorate the problem.

- Contractor is required to correct any unacceptable and undesirable conditions. This may be any or more than the following: Leaves blighted, blotched, curled, mildewed, rusted, scorched, or wilted. Any plants or grounds infected with mites, insects, snails, slugs, sow bugs, fire ants, grub worms, and rodents. Plants or trees with breakage, tilted and unsupported, unneeded support, and girdled trunks or branches by support ties, or wounded branches or trunks by stakes.
- Name, location, and reason for a plant's decline or death must be given to the City.
 - If death of plant material occurs within the installation warranty period, replace under the terms of the appropriate contract (construction or maintenance).
 - If the City determines that the plant's death could have been prevented by proper treatment on the part of the Contractor, then the plant shall be replaced at no expense to the City. Otherwise, the City will provide direction concerning the plant's replacement. Contractor is not responsible for damage to trees or plants as a result of Force Majeure.
- **The Contractor and City representative shall be required to discuss all maintained areas under this contract on a weekly basis. Date and time will be determined upon award.** City representative must have no less than 48 hours' notice if there is a need for re-scheduling. All inspections by City will proceed as scheduled with or without the attendance of the Contractor.
- During the inspection, the City will compile a list of the landscape related items that should be performed before the next grounds inspection walk.
- The Contractor will also be responsible for notifying the City through the Weekly Maintenance Worksheet of any problems. This worksheet must be emailed to the City representative on the day of the maintenance visit. Any items not called to the attention of the City representative that result in damage to the property shall be the liability of the Contractor.

2. Damage and Injury Control for Soil and Ornamental Plants

- Contractor shall prevent spillage of chemicals onto soil, turf, and other plants.
- Never tilt a machine to an angle so that gasoline, oil, fertilizer, pesticide, soil amendment, chemical solution, or dry granules will spill.
- Never fill nor empty a container for holding chemicals that is on the lawn, or a soil to grow plants, or on a place where a chemical can run off onto soil or into lakes, leach into soil, or blow onto soil for ornamental plants or onto ornamental vegetation. Protect concrete surfaces from spills that could permanently stain the surface.
- Prevent soil compaction by keeping all equipment with wheels off turf and planted areas until soil moisture is less than field capacity in the top two (2) inches.

- Field Capacity is determined by squeezing soil in the hand. If free water comes out of soil, it is at field capacity.
- Wounding of shrubs and trees by mower, trimmers, and equipment **must** be prevented. The Contractor is liable for the cost of replacing shrubs and trees with suppressed growth or killed by the Contractor's tools or equipment.
- Grass close to tree trunk shall be same height as lawn.
- Tree stakes, ties, and guides shall be kept in place until support is not needed (1 year from installation).
- Support system must be monitored to prevent rubbing or girdling of trunks and branches. Contractor shall straighten trees if they start to lean.
- Remove broken branches and make a smooth saw cut below break. Cut shall be at growth rings about an inch from branch of origin. Refer to tree pruning requirements herein.
- The Contractor shall immediately replace all damaged turf grass and plants that cannot be restored to an appearance acceptable to the City in no more than fifteen (15) days.
- Damage caused by Contractor and staff due to negligence, error, or omission of responsibility to perform a specification herein, is financially liable to the Contractor for all restoration treatments and property replacements.

3. Replacement Plants

- In the event of plant death, the Contractor will evaluate the cause of mortality to determine the fitness of the specific plant material in that particular location. Whenever possible, materials shall be replaced with the same varieties and sizes, unless otherwise approved by the City, to ensure that the design intent of the landscape is not compromised. Refer to the following plant list for specific information on replacement material. Should existing cultural conditions necessitate a change in plant materials, that change must be approved by the City.

Replacement Plant List for General Park Areas

<u>Common Name</u>	<u>Botanical Name</u>	<u>Size and Comments</u>
<u>Trees:</u>		
Cedar Elm	Ulmuscrassifolia	3" cal., 11'-12' ht.
Allee Elm	Ulmusparvifolia 'Allee'	3" cal., 11'-12' ht
Live Oak	Quercusvirginiana	3" cal., 11'-12' ht.
Shumard Red Oak	Quercusshumardii	4" cal., 12' + ht.
Sawtooth Oak	Quercusacutissima	4" cal., 12' + ht.
Bur Oak	Quercusmacrocarpa	3" cal., 12' tall x 5' spd.
Eastern Redbud	Cercis Canadensis	30 gal., 7'-8' ht.
Bald Cypress	Taxodium	3" cal., 11'-12' ht.
Chinese Pistache	Pistaciachinensis	3" cal., 11'-12' ht.
Golden Rain Tree	Koelreuteriapaniculata	3" cal., 11'-12' ht.
Choctaw Pecan	Caryaillinoensis 'Choctaw'	3" cal., 11'-12' ht.
Southern Magnolia	Magnolia grandiflora	3" cal., 11'-12' ht.
Bradford Pear	Pyruscalleryana	3" cal., 11'-12' ht.
Wax Myrtle	Myricacerifera	30 gal., 7'-8' ht.
Crape Myrtle	Lagerstroemia indica	8' ht., 5 trunk min., B & B
<u>Shrubs:</u>		
Rosemary, upright	Rosmarinus officianialis	5 gal., 24" ht., 12" spread
Dwarf Wax Myrtle	Myricacerifera var. pumila	5 gal., 24" ht.
Vitex	Vitexagnus-castus	8' ht., B & B
Texas Sage	Leucophyllumfrutescens 'Compactum'	5 gal., 24" ht., 12" spread
Dwarf Yaupon	Illexvomitoria	5 gal., 24" ht., 12" spread
Autumn Sage	Salvia greggii	5 gal., 24" ht., 12" spread
Indian Hawthorne	Raphiolepisindica	5 gal., 24" ht., 12" spread
Red Tip Photina	Photinia x fraseri	5 gal., 4' ht.

Chinese Fringe Flower	Loropetalum chinense rubrum	10 gal., 36" ht., 24" spread
Japanese Barberry	Berberis thunbergii	5 gal.
Soft Leaf Yucca	Yucca gloriosa	5 gal.
Red Yucca	Hesperaloe parviflora	5 gal.
Knockout Roses	Rosa "Radrazz"	5 gal.

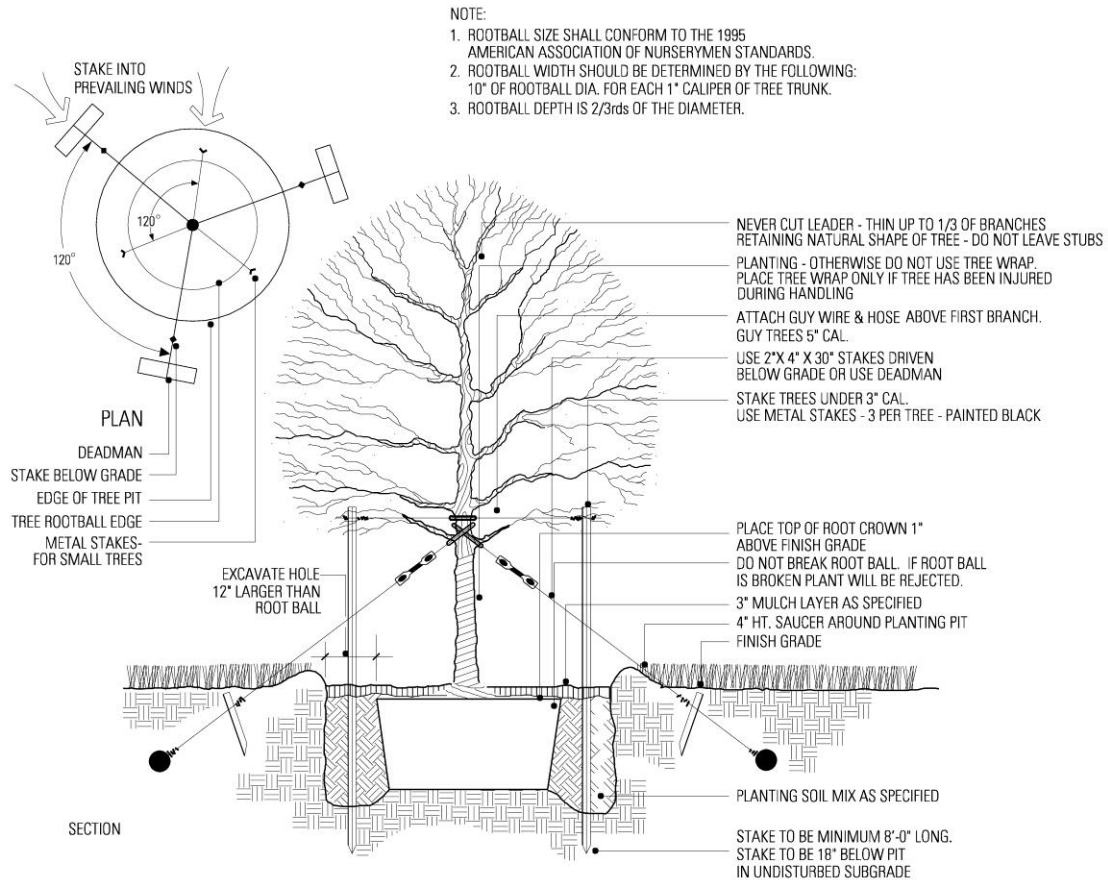
Groundcover:

Big Blue Liriope	Liriope muscari 'Big Blue'	1 gal.
Asian Jasmine	T. asiaticum	4' pot, 12" o.c.
Giant Liriope	Liriope muscari	3 gal.
Daylily	Hermerocallis	1 gal.
Lambs Ear	Stachys byzantine	1 gal.

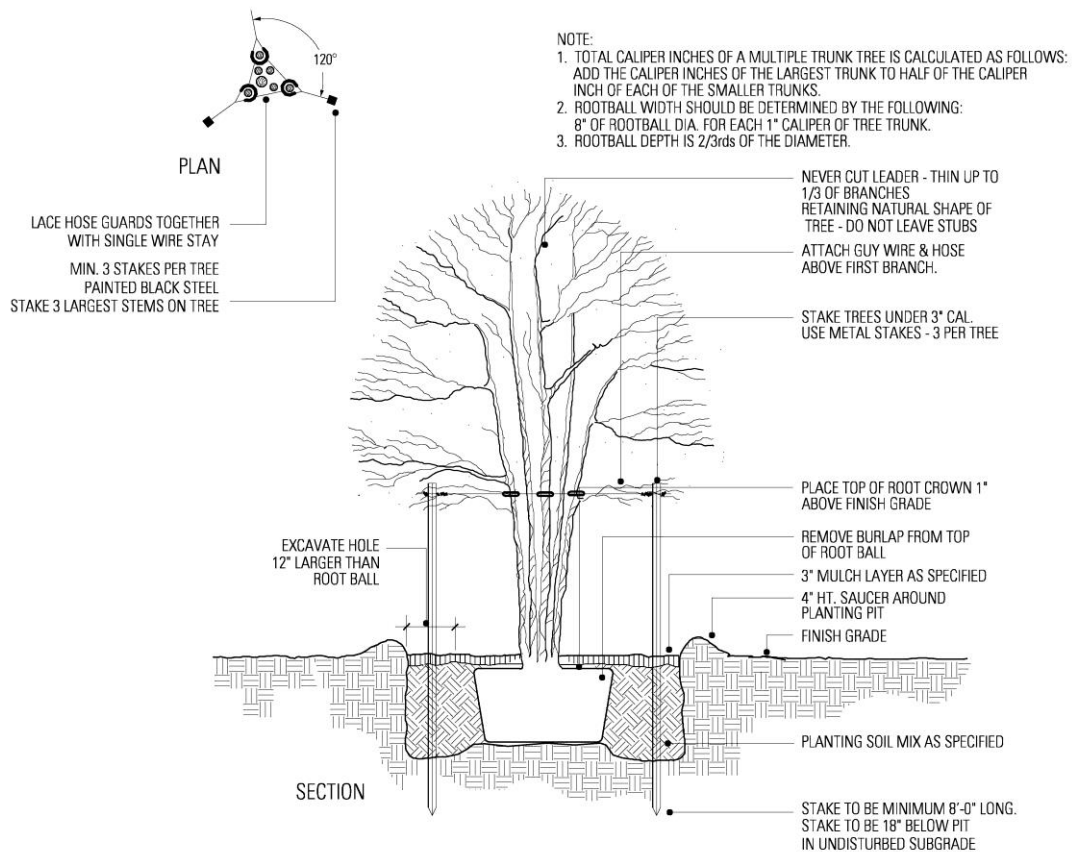
Grasses:

Lovegrass	Eragrostis ehmanniana	1 gal.
Pink Muhly	Muhlenbergia capillaris	3 gal.
Maiden Grass	Miscanthus sinensis 'Gracillimus'	3 gal.
Hameln Grass	Pennisetum alopecuroides	1 gal.
Mexican Feather Grass	Nassella tenuissima	1 gal.
Bermuda Grass	Cynodon dactylon	Sod

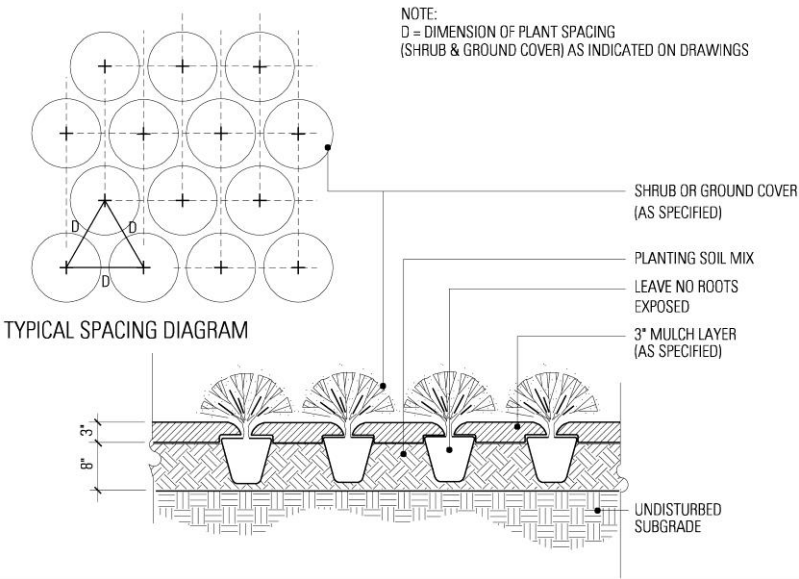
4. Miscellaneous Landscape Details Required for Replacement or New Plantings



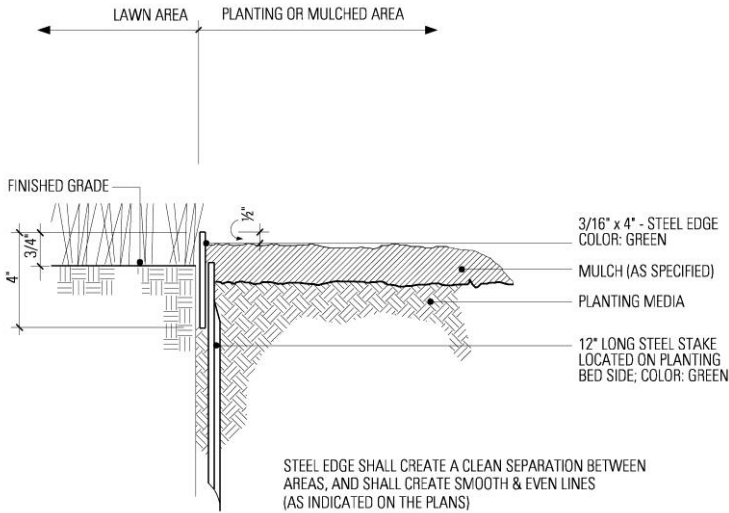
Single Trunk Tree



Multi Trunk Tree



Shrub and Groundcover Planting



Steel Edging

LINE ITEM SPECIFICATIONS

ITEM #1 – Landscape Pruning

- **General Requirements for Pruning of Groundcovers and Shrubs.**

Groundcover and shrubs shall be restricted to boundaries based on space limitations, size, smooth shape, and structural strength. Prune for traffic clearance laterally and vertically.

Prune to control invasion and competition between turf, groundcovers, and higher vegetation.

Major size, shape, and structural pruning shall be done soon after flowering and before new growth appears.

Prune for the development of the natural shape of the plant material. Hand prune all shrubs, do not box or shear plant materials unless authorized by City.

All cutting blades and saws must be sharp and aligned to make clean, smooth cuts.

All cutting blades and saws must be adequately disinfected prior to cutting to deter the spread of pathogens from plant to plant.

Unless otherwise noted, no plant shall be pruned in such a way that results in the removal of more than 1/3 of the total leaf surface of the plant prior to pruning.

- **Shrub Pruning Requirements**

Do not trim shrubs with hedge shears unless instructed by the City. Cane or stem prune to maintain the natural shape of the plant material.

Interior and lower branches shall be retained unless they are dead or obstructing traffic.

Do not prune mass plantings to individual plants. Allow the plants to grow into a solid mass.

Indian Hawthorn should be hand pruned between March and May after blooming has ceased. Cane or stem prune only as needed to maintain natural shape and overall form. **Do not** shear or hedge this plant. Prune only as needed.

Prune evergreens, and nonflowering deciduous shrubs as needed only.

- **Groundcover Pruning Requirements**

Trailing groundcovers shall not be allowed to grow over walks or curbs or up vertical surfaces.

Cut back Asian Jasmine with sharp bladed equipment during the last week of February. Maintain in a uniform manner throughout the growing season.

- **Ornamental Grass Pruning Requirements**

Ornamental Grass Pruning should be performed with handheld garden loppers or hedge shears. **Do not** use monofilament line trimmers to prune Ornamental Grasses.

By leaving the stems and foliage this helps in protecting the crown from ice and cold weather. Owner will determine height.

Hameln Grass will need to be pruned to 5-8 inches above grade in February.

Cut back Liriope with sharp bladed equipment during the last week of February.

- **Perennial Pruning Requirements for Roses**

Perennial Pruning should not be performed with powered hedge trimmers. Use hand pruners or hedge shears to prune roses. **Do not** use monofilament line trimmers to prune perennials.

Perennial pruning, generally, occurs after major bloom time has been completed. Unless otherwise noted, the function of perennial pruning is to keep the growth habit of each plant compact, and to promote blooming. Weekly inspection of perennial plant material should be conducted to detect "leggy" plant growth, and significant reduction of blooms.

Deadheading of perennials will be part of the weekly regimented plant maintenance schedule during the spring and summer months. This maintenance task is not to be confused with perennial pruning, which is part of the quarterly maintenance services.

ITEM #2 - Mulching

- Re-application of a grade A finely shredded hardwood mulch three-inch (3') layer, shall occur starting the first week of March to trees with wells, shrubs, and landscape beds. Mulching shall be completed by the end of March. Mulch is to be spread such that none of the old or previous laid mulch is visible. All mulch is to be approved by the City before acceptance and application.
- During seasonal color change out in beds (spring and fall), apply a three-inch (3") layer of shredded hardwood mulch after planting. Do not disturb or damage surrounding existing plants to remain while mulching.
- All mulch in tree wells shall be turned over or cultivated a minimum of two (2) times in a growing season, typically June and September. City representative has the option to add an additional date without additional cost.

ITEM #3 –Mowing and General Maintenance

Mowing

- Mowing days shall be as follows or as approved by City:
Each Wednesday or Thursday for all park locations.
All mowing and general maintenance is to be completed by 5:00 p.m.
- Maintain Common Bermuda lawn at a height of 1 ½" - 2" during the spring growing season and 1" to 3" beginning in July to the end of the fall growing season, or as

otherwise designated by the City. No more than 1/3 of the grass blade is to be removed when cutting. Summer lawn grasses shall be cut a minimum of once per week during the growing season(s) or as otherwise designated by the City. Mowing shall occur 12 months annually to maintain proper height.

- All mowing of lawn grasses shall be completed with a rotary mulching mower unless otherwise specified. **Side chutes are prohibited.**
- Turf between all curbs and sidewalks and within parking lot medians shall be cut with a twenty-one (21) inch mulching mower. **Side chutes are prohibited.** Bagging of clippings may be necessary to prevent mounds of clippings. City shall determine when bagging is necessary.
- No string trimmers are to be used as a mowing implement.
- Mowers and trimmers shall clip grass blades cleanly without shredded tips. All mowing blades must be maintained sharp and clean.
- Clippings shall be removed when there are enough to be conspicuous, or when grass is damp and the clippings form clumps. **Clippings shall be removed from City's property.**
- Mowing of wet areas is prohibited so that wheel ruts are prevented.
- Direction of mowing shall be different than the previous mowing. Never put wheels into tracks of previous mowing unless authorized by City in larger open areas.
- Grass shall not be allowed to grow into walks, curbs, or drives.
- Wounding of shrubs and trees by mower, trimmers, and equipment **must** be prevented. The Contractor is liable for the cost of replacing shrubs and trees with suppressed growth or killed by the Contractor's tools or equipment.
- Large equipment will not be permitted to mow within 18" of each tree in order to avoid damage to the trees.
- Contractor shall instruct staff to yield to park users and wildlife, disengage equipment PTO, and cease string-trimming or blowing while park users/wildlife are present in the immediate area of work.
- Contractor shall be responsible for edging all curbs, paths, walkways, and bed lines with a metal blade edger, except those bordered with edging material or when it is determined by Owner that such methods are not feasible.
- **All completed edges will have a perpendicular appearance between turf and hard edges, and turf and bed lines. An angled or beveled appearance is unacceptable. (Monofilament line edgers are not to be used in edging except in areas that are bordered by edging material). All edges, cracks and crevasses shall be blown clean to prevent grass clipping accumulation.**
- All expansions joints, bridge abutments, light poles, signs, irrigation control boxes and equipment, irrigation valve box covers, trees and other maintenance barriers that fall within these designated grounds maintenance areas will also require trimming of grass and weeds on the specified maintenance schedule unless otherwise specified by the City.

- Grass and weeds growing over irrigation valve box covers shall be trimmed back to edge where valve box meets soil.
- The contractor shall maintain all properties with water features up to the water's edge.
- All fencing shall be string-trimmed on both sides including all chain link; exception will be given along interior side of private property. This includes all chain link fencing on developed baseball fields.
- All areas of sidewalks, spillways, bridges, pavilions, parking lots, curb lines along streets and playgrounds are to be blown off and debris removed when finished mowing. Under no circumstances should any clippings, material, or trash be blown back into grass that results in clumping or debris accumulation.

Sanitation and Trash Collection

- Trash and debris shall be removed and legally disposed of off Owner's property. Owner may provide local off-site disposal facilities if available.

Remove conspicuous accumulations of clippings, leaves, flowers, soil, and synthetic materials (cans, etc.) from pavement, sidewalks, turf, groundcovers, and other areas. Small, inconspicuous cover of flowers, leaves, and twigs on soil, other than pavements or lawns, may remain as natural mulch.

- Sidewalks and large concrete areas are to be cleaned weekly and kept free of trash, debris and grass/weeds growing in cracks. This shall include weekly blowing after any mowing or trimming.
- **Blowers shall not be used on the project except to gather trash into one area for further pickup by other means. Under no circumstances will they be used to blow clippings and other debris into lakes, parking areas, curb edges, storm drains or streets. The Contractor must immediately remove any material that finds its way into the lakes, parking areas, curb edges or streets.**
- Contractor shall pick up all trash build up in lawn and bed areas prior to mowing grass and disposed of off-site. Do not mow over trash in turf areas.
- Fallen leaves in all areas (except natural areas) shall be collected and removed from the property or mulched into turf. This is to be done as requested by the Owner from the beginning of November through February, or until leaf drop ceases. On a weekly basis, the contractor shall collect leaves from the focal areas, formal areas, and turf areas to prevent heavy build-up and cause damage to plant material by smothering.
- It is the responsibility of the Contractor to remove all trash and debris on a weekly basis and any debris from heavy seasonal rains resulting in shoreline debris and/or trash.
- Any damage resulting from Force Majeure requiring the use of dumpsters or large equipment will be an additional cost to the City and a separate purchase order issued. This is not considered under a weekly trash clean-up item and related to heavy seasonal rains. City will determine the necessity of a dumpster.

Decomposed Granite Maintenance

- Granite shall be raked and leveled weekly around Capp Smith Park. City will replace granite, as necessary.

Natural Areas

- All naturally wooded areas should be kept free of limbs greater than 2-inch caliper and weeds. Do not remove natural leaf drop.
- Remove all trash, bottles, papers, and other debris.
- Designated Wildflower areas are not to be mowed until blooming has ceased and authorization by City has been given to proceed. Blooming period generally takes place April-June.

Aquatic Areas

- Weekly trash removal is required along the water's edge. Remove litter, broken limbs or whole trees that have been displaced during storms etc.
- All remaining care for the lakes and watercourse plant material shall occur by separate contractor.
- Any debris on site resulting from a storm, flood or any weather-related damage shall be removed from all sites.
- Any mud or debris that accumulates on trails and sidewalks as a result of storm or flood shall be removed and power washed, or water hosed off the surface.

ITEM #4 – Weed Control

Weed Control

- When controlling runner type groundcover from invading adjacent shrub beds, **do not** use a contact systemic herbicide, such as 'Roundup'. Curtail spreading via mechanical means or by trimming back unwanted growth with hand loppers.
- Method of eradication, including mechanical or chemical is to be determined by the Contractor.
- Chemical Application of weed eradicates should follow the guidelines laid out in the Laws and Regulations set forth for pesticides and pesticide applicators by the State of Texas.
- The Contractor shall submit to the city all of the original manufacturer's labels for the herbicide as proof of purchase and compliance with the recommendations stated in the manual. Photocopies of the labels will not be accepted.
- Landscape beds shall be inspected weekly for weeds. Weeds in all landscaped beds shall be removed upon discovery. Manual removal or chemical treatment is acceptable as long as desirable plants are not damaged.

- Decomposed Granite areas are to be kept weed free at all times.
- All playground areas to be kept weed free at all times.
- All expansion joints, cracks, and curb lines in parking lots are to be kept free of weeds. Spraying is an acceptable method of control.
- All debris resulting from the removal of weeds is to be collected and disposed of off-site.

WEEKLY LANDSCAPE MAINTENANCE CHECKLIST

Dates in effect:

From: _____ To: _____

Maintenance Company: _____

Supervisor: _____

I. SUBMITTAL FOR PAYMENT

- ☐ No exceptions taken
 - ☐ Revise and resubmit for payment
 - ☐ Rejected- make corrections and resubmit for Approval
-

1. Mowing

1.	Mow	
2.	Edge/ Trim	
3.	Weed Control	
4.	Drainage	
5.	Drains/ Grates	
6.	Trash Pickup	
7.	Bare Spots	

2. Landscape Beds

1.	Prune	
2.	Weed Control	
3.	Trash Pickup	
4.	Re-mulch/ compost	

3. Granite

	Rake Weekly	
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4. Natural Areas

	Trash Pickup	
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5. Aquatic Areas

	Trash Pickup	
	Debris/Mud Removal	

APPENDIX A

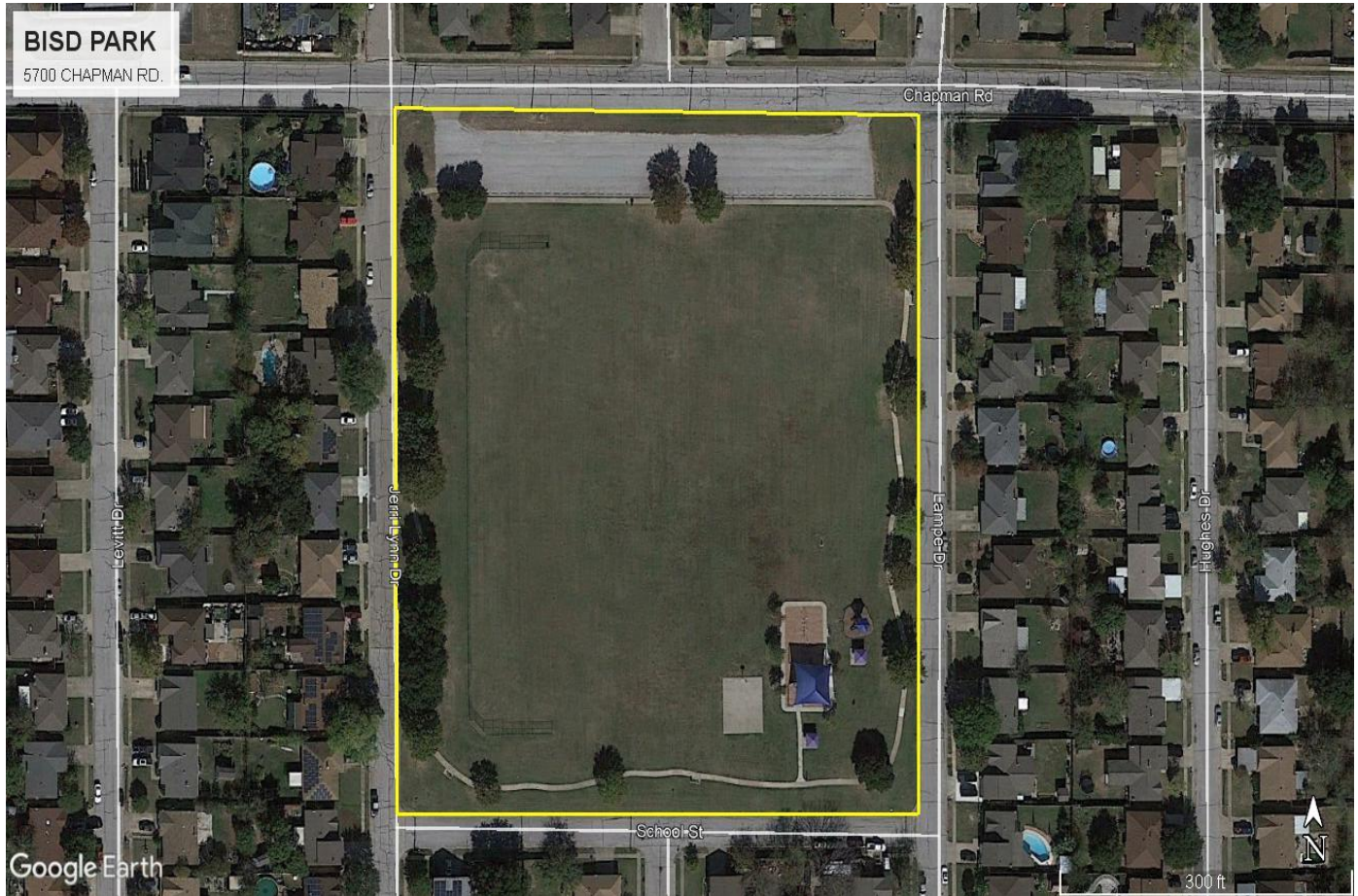
**USE THIS FORM ONLY
EQUIPMENT LISTING TO BE
USED FOR WATAUGA LANDSCAPE MAINTENANCE CONTRACT
CITY OF WATAUGA, TEXAS**

	ITEM	YEAR	MODEL/MAKE
1			
2			
3			
4			
5			
6			
7			
8			
9			
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11			
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*Note: Additional copies of this form may be made if necessary.

APPENDIX B

BISD Park Maintenance Zone



APPENDIX C

Capp Smith Park Maintenance Zone



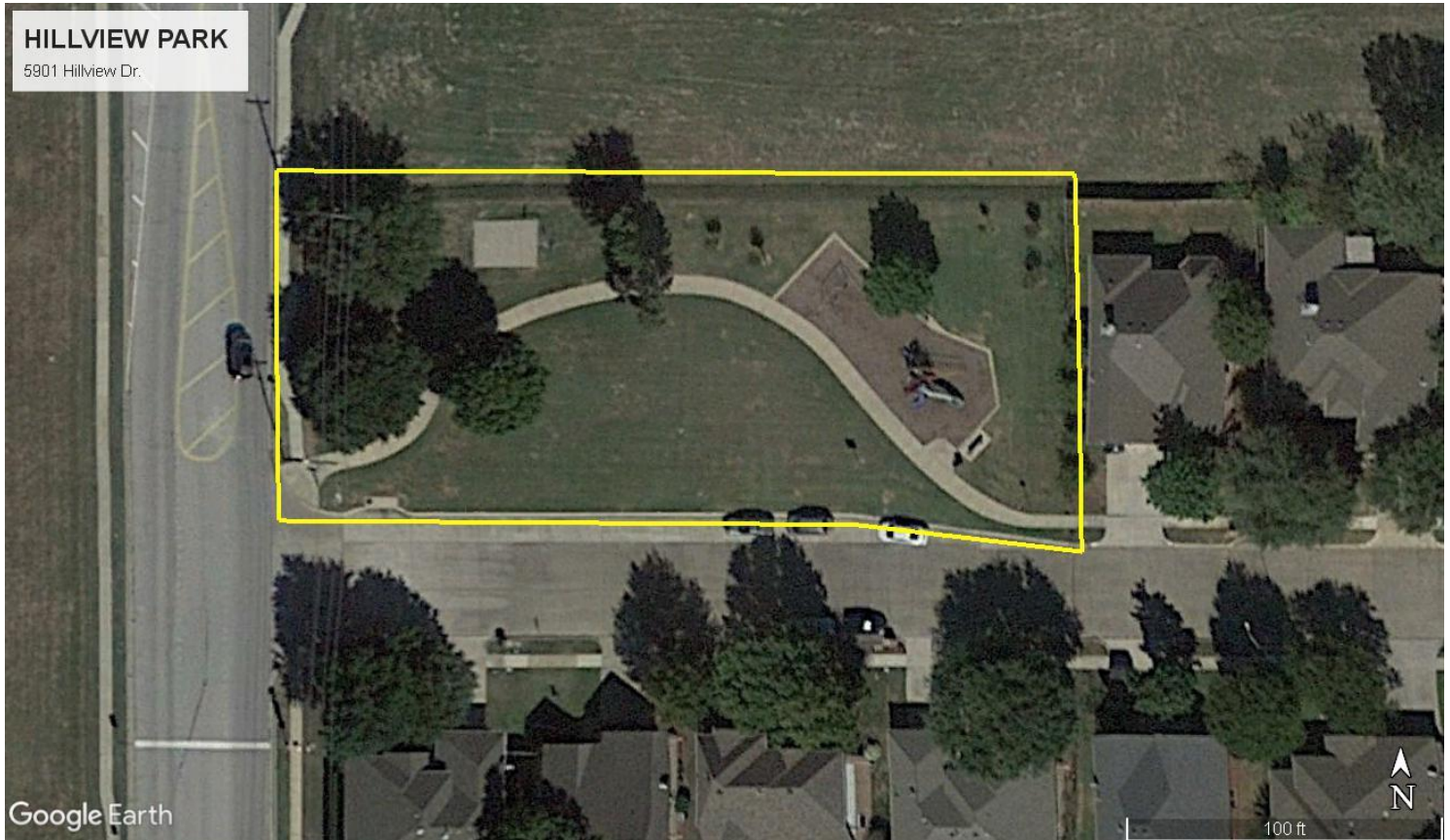
APPENDIX D

Foster Village Park Maintenance Zone



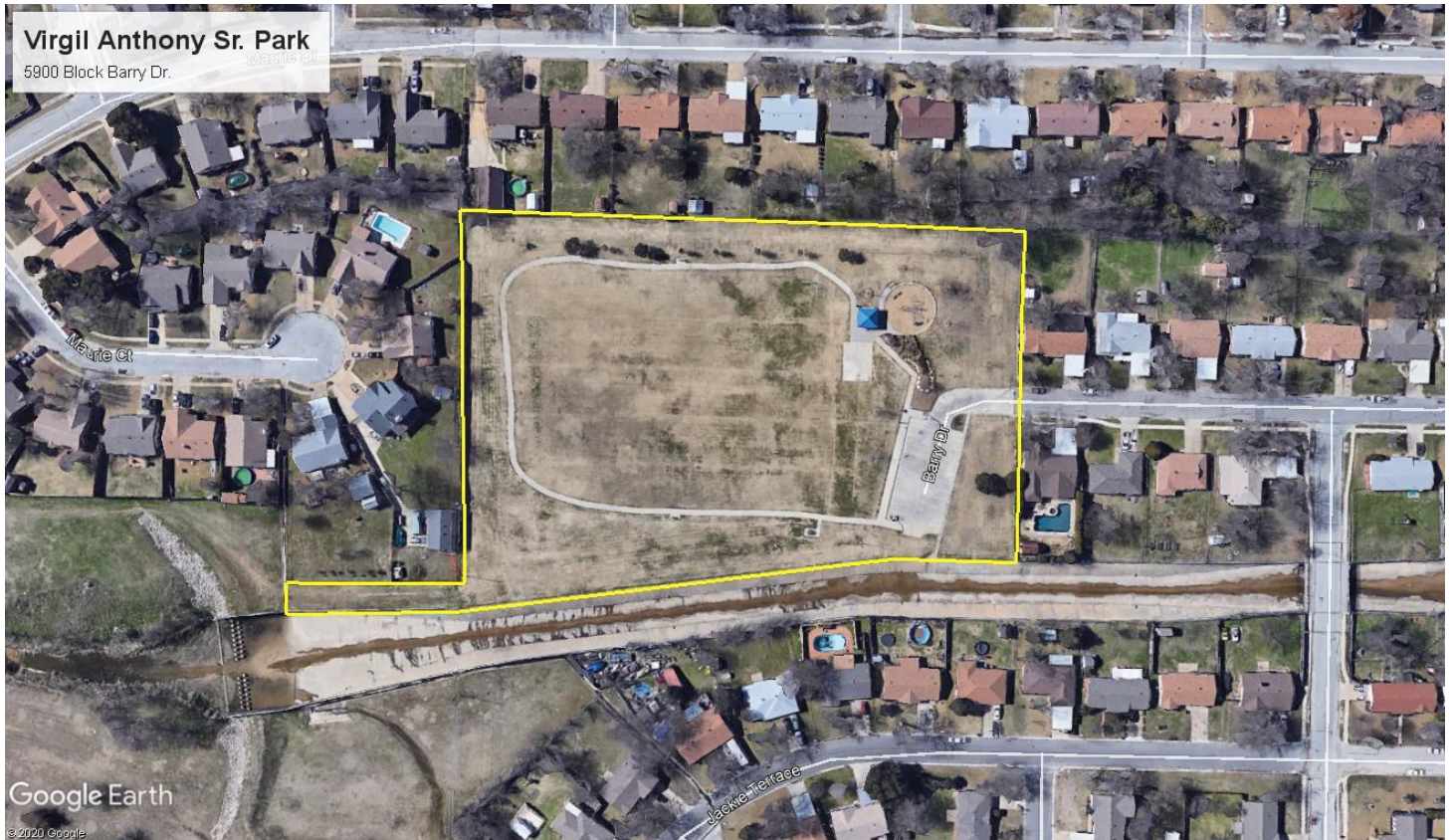
APPENDIX E

Hillview Park Maintenance Zone



APPENDIX F

Virgil Anthony Sr. Park Maintenance Zone



APPENDIX G

Whites Branch Creek Trail Maintenance Zone



PROPOSAL PRICING FOR WATAUGA GENERAL PARK AREAS

BISD PARK:

Item #1 – Landscape Pruning \$ _____ (dollars)

Item #2 – Mulching \$ _____ (dollars)

Item #3 – Mowing & General Maint. \$ _____ (dollars)

Item #4 – Weed Control \$ _____ (dollars)

Total Annual - BISD PARK: \$ _____ (dollars)

CAPP SMITH PARK:

Item #1 – Landscape Pruning \$ _____ (dollars)

Item #2 – Mulching \$ _____ (dollars)

Item #3 – Mowing & General Maint. \$ _____ (dollars)

Item #4 – Weed Control \$ _____ (dollars)

Total Annual - CAPP SMITH PARK: \$ _____ (dollars)

FOSTER VILLAGE PARK:

Item #1 – Landscape Pruning \$ _____ (dollars)

Item #2 – Mulching \$ _____ (dollars)

Item #3 – Mowing & General Maint. \$ _____ (dollars)

Item #4 – Weed Control \$ _____ (dollars)

Total Annual - FOSTER VILLAGE PARK: \$ _____ (dollars)

HILLVIEW PARK:

Item #1 – Landscape Pruning \$ _____ (dollars)

Item #2 – Mulching \$ _____ (dollars)

Item #3 – Mowing & General Maint. \$ _____ (dollars)

Item #4 – Weed Control \$ _____ (dollars)

Total Annual - HILLVIEW PARK: \$ _____ (dollars)

VIRGIL ANTHONY Sr. PARK:

Item #1 – Landscape Pruning \$ _____ (dollars)

Item #2 – Mulching \$ _____ (dollars)

Item #3 – Mowing & General Maint. \$ _____ (dollars)

Item #4 – Weed Control \$ _____ (dollars)

Total Annual - VIRGIL ANTHONY Sr. PARK: \$ _____ (dollars)

WHITES BRANCH CREEK PARK:

Item #1 – Landscape Pruning \$ _____ (dollars)

Item #2 – Mulching \$ _____ (dollars)

Item #3 – Mowing & General Maint. \$ _____ (dollars)

Item #4 – Weed Control \$ _____ (dollars)

Total Annual -WHITES BRANCH CREEK PARK: \$ _____ (dollars)



Landscape Maintenance Manual Specifications Section

Municipal Buildings

SCOPE OF WORK

The following specifications are for five different areas defined as follows:

Municipal Complex – All areas within the property located at:

7101 Whitley Rd

7105 Whitley Rd

7109 Whitley Rd.

Central Fire Station – All Areas within the property located at **5909 Hightower Dr.**

Animal Services Center– All areas within the property located at **5203 Watauga Rd.**

Public Works Facility– All areas within the property located at **7800 Virgil Anthony Blvd.**

Hector F. Garcia Community Center– All areas within the property located at **7901 Indian Springs Rd.**

NOTE: Developed soccer fields are to be mowed by city staff as outlined in yellow on Appendix F.

Please see the maps in Appendix B through Appendix F for additional information.

GENERAL REQUIREMENTS

1. Fee Structure

- The Contractor shall provide all maintenance in conformance to these specifications billed monthly and shall not exceed the total costs provided in the original proposal amount.
- Work not provided for in these specifications shall be done when the City or its designee and Contractor agree in writing on scope of work and costs to the City, separate from monthly fee and maintenance services. City will provide a separate purchase order number for such work. Contractor shall be able to conduct these extra work tasks without impacting the quality of work within these specifications.
- City will pay contractor for work based on review and approval of weekly services checklist.
- All invoices shall be billed to the City of Watauga.

2. Contractor Obligations

- The Contractor shall provide all materials, equipment, and personnel needed to perform terms of the specifications. **(Must complete Equipment List in Appendix A.)**
- Regular maintenance personnel shall wear a uniform shirt that is neat, clean and presents a professional appearance.
- The Contractor shall designate in writing to the City one (1) on-site supervisor as his representative. This individual must be able to communicate in English and shall be able to effectively supervise the Contractor's on-site staff and communicate the various

work procedures to the City. This individual must be able to make decisions on-site to address City's concerns in a timely manner.

- No member of Contractor's staff shall enter any building location except with written permission of the City.
- Insurance and other legal mandates for employees and temporary workers are the responsibility and obligation of the Contractor.
- The Contractor shall work, at all times, in compliance to laws and regulations of Federal, State, County, and local governments.
- **Contractor shall protect the general public from hazards and risk of injury. Post "Keep off" or other signs to notify all persons of hazards. Signs should read, "Falling Limbs", "Pesticide Applications", "Mowers Ahead", etc.**
- Barricade or mark boundaries of area where work is a hazard to all persons.
- Provide a 24-hour minimum notice to City and obtain City's written approval before doing hazardous work, such as tree pruning and application of pesticides and fertilizers, unless deemed an emergency, i.e., hazardous tree limbs. Notice shall include kind of work, location, time period of activity, names, description, and quantities of chemicals to be applied. Materials safety data sheets must be provided for all chemicals prior to application.
- Contractor shall provide, as part of the monthly service fee, all tools, equipment, fertilizers, soil amendments, and pesticides as necessary for maintenance of all areas at a high standard of quality.

3. Municipal Environmental Policy

- The City of Watauga is pro-active on environmental and recycling issues. The City requires suppliers to be pro-active concerning these same issues.
- Only slow-release type fertilizer is to be used.
- Recycle of disposed clippings are encouraged.
- Any other activities that may be taken to protect the environment or recycle are encouraged.
- Minimize/ prevent runoff of fertilizers into the storm drain system.

GENERAL MAINTENANCE GUIDELINES

1. Quality Control

- Contractor must provide daily inspections by a manager level supervisor each workday to ensure tasks are completed according to specifications. Said supervisor must resolve any incomplete tasks within 24 hours of said work.
- Contractor will be responsible for weekly inspection of the entire property and the performance of all items required and referred to in these specifications. The goal of weekly inspection is to identify possible cultural, insect, or disease problems before significant damage occurs. In addition, accurate records of previously used control methods are

important in determining which control methods are effective. Name and location of unsightly, unshapely, unhealthy, or in any way abnormal plants shall be recorded in the Weekly Maintenance Worksheets. In addition, information shall also include any treatments being used in an attempt to ameliorate the problem.

- Contractor is required to correct any unacceptable and undesirable conditions. This may be any or more than the following: Leaves blighted, blotched, curled, mildewed, rusted, scorched, or wilted. Any plants or grounds infected with mites, insects, snails, slugs, sow bugs, fire ants, grub worms, and rodents. Plants or trees with breakage, tilted and unsupported, unneeded support, and girdled trunks or branches by support ties, or wounded branches or trunks by stakes.
- Name, location, and reason for a plant's decline or death must be given to the City.
- If death of plant material occurs within the installation warranty period, replace under the terms of the appropriate contract (construction or maintenance).
- If the City determines that the plant's death could have been prevented by proper treatment on the part of the Contractor, then the plant shall be replaced at no expense to the City. Otherwise, the City will provide direction concerning the plant's replacement. Contractor is not responsible for damage to trees or plants as a result of Force Majeure.
- **The Contractor and City representative shall be required to discuss all maintained areas under this contract on a weekly basis. Date and time will be determined upon approval of contract.** City representative must have no less than 48 hours' notice if there is a need for re-scheduling. All inspections by owner will proceed as scheduled with or without the attendance of the Contractor.
- During the inspection, the City will compile a list of the landscape related items that should be performed before the next grounds inspection walk.
- The Contractor will also be responsible for notifying the City through the Weekly Maintenance Worksheet of any problems. This worksheet must be emailed to the City Representative on the day of the maintenance visit. Any items not called to the attention of the City that result in damage to the property shall be the liability of the Contractor.

2. Damage and Injury Control for Soil and Ornamental Plants

- Prevent spillage of chemicals onto soil, turf, and other plants.
- Never tilt a machine to an angle so that gasoline, oil, fertilizer, pesticide, soil amendment, chemical solution, or dry granules will spill.
- Never fill nor empty a container for holding chemicals that is on the lawn, or a soil to grow plants, or on a place where a chemical can run off onto soil or into lakes, leach into soil, or blow onto soil for ornamental plants or onto ornamental vegetation. Protect concrete surfaces from spills that could permanently stain the surface.
- Prevent soil compaction by keeping all equipment with wheels off turf and planted areas until soil moisture is less than field capacity in the top two (2) inches.
- Field Capacity is determined by squeezing soil in the hand. If free water comes out of soil, it is at field capacity.

- Wounding of shrubs and trees by mower, trimmers, and equipment **must** be prevented. The Contractor is liable for the cost of replacing shrubs and trees with suppressed growth or killed by the Contractor's tools or equipment.
- Grass close to tree trunk shall be same height as lawn.
- Tree stakes, ties, and guides shall be kept in place until support is not needed (1 year from installation).
- Support system must be monitored to prevent rubbing or girdling of trunks and branches. Contractor shall straighten trees if they start to lean.
- Remove broken branches and make a smooth saw cut below break. Cut shall be at growth rings about an inch from branch of origin. Refer to tree pruning requirements herein.
- The Contractor shall immediately replace all damaged turf grass and plants that cannot be restored to an appearance acceptable to the City in no more than fifteen (15) days.
- Damage caused by Contractor and staff due to negligence, error, or omission of responsibility to perform a specification herein, is financially liable to the Contractor for all restoration treatments and property replacements.

3. Replacement Plants

- In the event of plant death, the Contractor will evaluate the cause of mortality to determine the fitness of the specific plant material in that particular location. Whenever possible, materials shall be replaced with the same varieties and sizes, unless otherwise approved by the City, to ensure that the design intent of the landscape is not compromised. Refer to the following plant list for specific information on replacement material. Should existing cultural conditions necessitate a change in plant materials, that change must be approved by the City.

Replacement Plant List for Municipal Buildings

<u>Common Name</u>	<u>Botanical Name</u>	<u>Size and Comments</u>
<u>Trees:</u>		
Cedar Elm	Ulmuscrassifolia	3" cal., 11'-12' ht.
Allee Elm	Ulmusparvifolia 'Allee'	3" cal., 11'-12' ht
Live Oak	Quercusvirginiana	3" cal., 11'-12' ht.
Shumard Red Oak	Quercusshumardii	4" cal., 12' + ht.
Sawtooth Oak	Quercusacutissima	4" cal., 12' + ht.
Bur Oak	Quercusmacrocarpa	3" cal., 12' tall x 5' spd.
Eastern Redbud	Cercis Canadensis	30 gal., 7'-8' ht.
Bald Cypress	Taxodium	3" cal., 11'-12' ht.

Chinese Pistache	Pistaciachinensis	3" cal., 11'-12' ht.
Golden Rain Tree	Koelreuteriapaniculata	3" cal., 11'-12' ht.
Choctaw Pecan	Caryaillinoensis 'Choctaw'	3" cal., 11'-12' ht.
Southern Magnolia	Magnolia grandiflora	3" cal., 11'-12' ht.
Bradford Pear	Pyruscalleryana	3" cal., 11'-12' ht.
Wax Myrtle	Myricacerifera	30 gal., 7'-8' ht.
Crape Myrtle	Lagerstroemia indica	8' ht., 5 trunk min., B & B

Shrubs:

Rosemary, upright	Rosmarinus officianialis	5 gal., 24" ht., 12" spread
Dwarf Wax Myrtle	Myricacerifera var. pumila	5 gal., 24" ht.
Vitex	Vitexagnus-castus	8' ht., B & B
Texas Sage	Leucophyllumfrutescens 'Compactum'	5 gal., 24" ht., 12" spread
Dwarf Yaupon	Illexvomitoria	5 gal., 24" ht., 12" spread
Autumn Sage	Salvia greggii	5 gal., 24" ht., 12" spread
Indian Hawthorne	Raphiolepisindica	5 gal., 24" ht., 12" spread
Red Tip Photina	Photinia x fraseri	5 gal., 4' ht.
Chinese Fringe Flower	Loropetalumchinense rubrum	10 gal., 36" ht., 24" spread
Japanese Barberry	Berberisthunbergii	5 gal.
Soft Leaf Yucca	Yuccagloriosa	5 gal.
Red Yucca	Hesperaloeparviflora	5 gal.
Knockout Roses	Rosa "Radrazz"	5 gal.

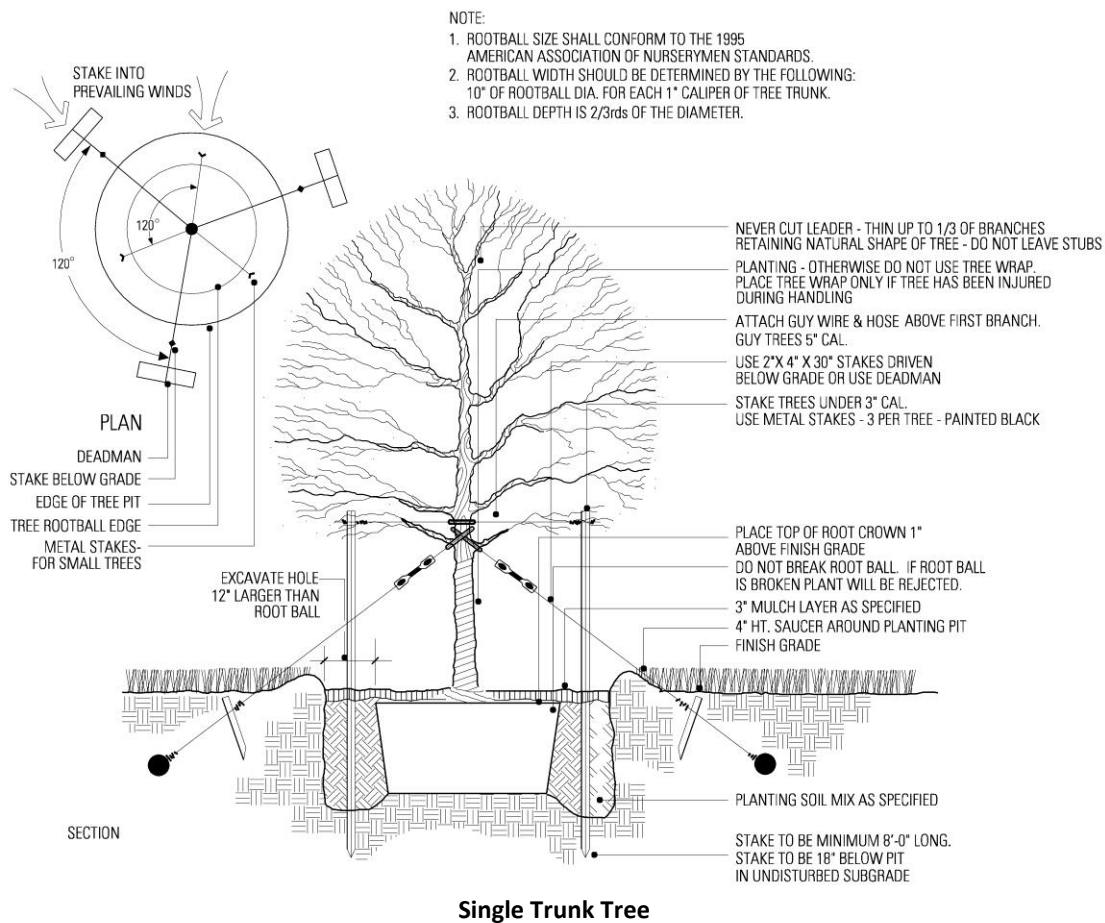
Groundcover:

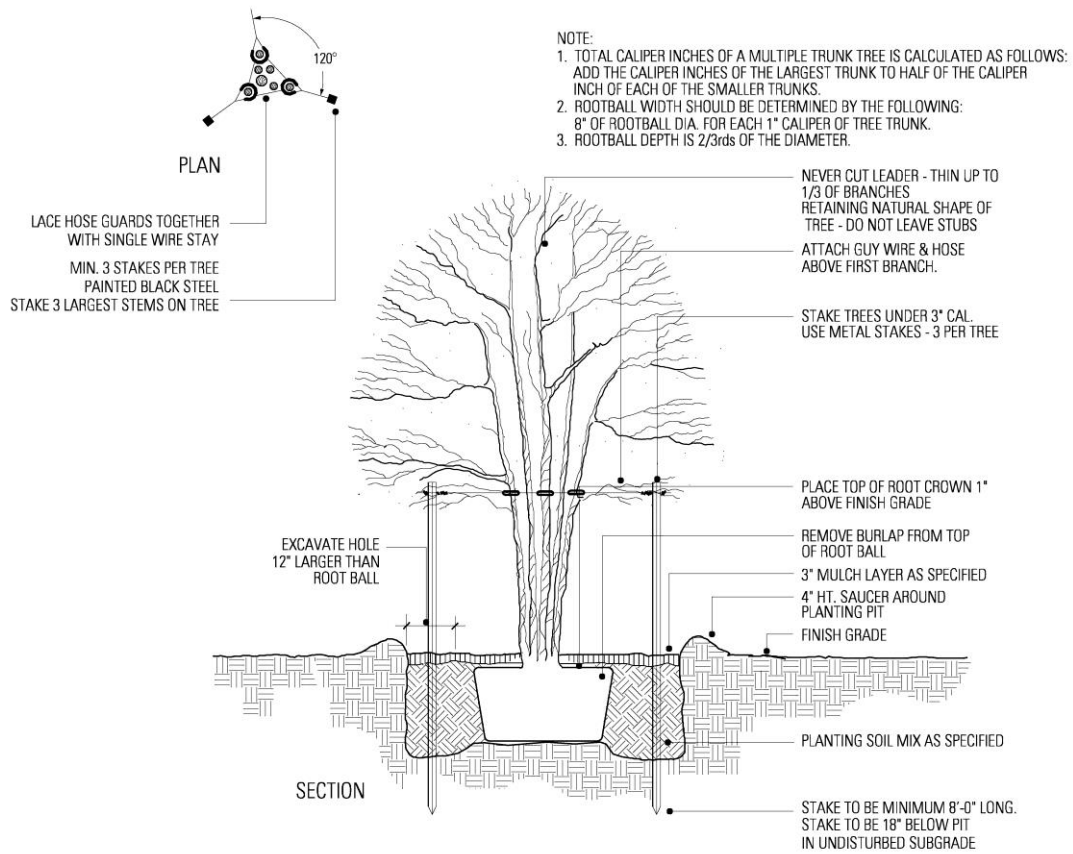
Big Blue Liriope	Liriopemuscari 'Big Blue'	1 gal.
Asian Jasmine	T. asiaticum	4' pot, 12" o.c.
Giant Liriope	Liriopemuscari	3 gal.
Daylily	Hermerocallis	1 gal.
Lambs Ear	Stachys byzantine	1 gal.

Grasses:

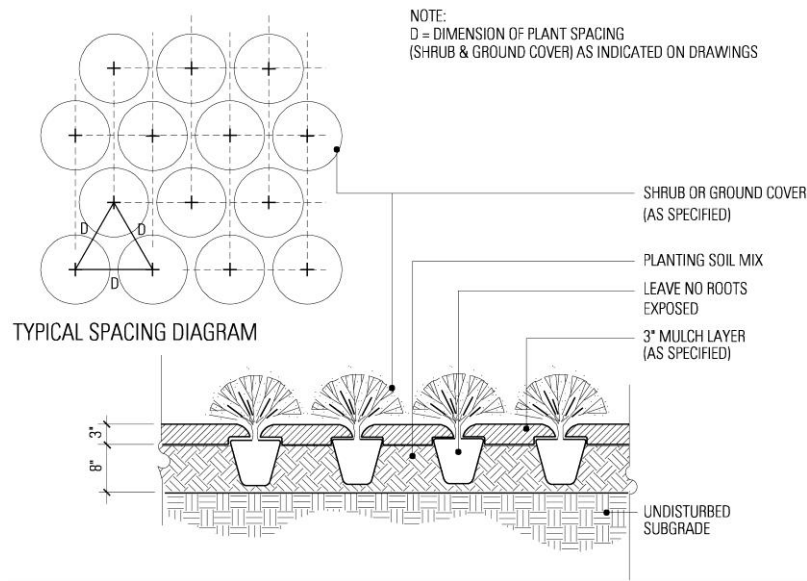
Lovegrass	Eragrostisehmanniana	1 gal.
Pink Muhly	Muhlenbergiacapillaris	5 gal.
Maiden Grass	Miscanthussinensis 'Gracillmus'	5 gal.
Hamel Grass	Pennisetumalopecuroides	1 gal.
Mexican Feather Grass	Nassellatenuissima	1 gal
Bermuda Grass	Cynadondactylon	Sod

4. Miscellaneous Landscape Details Required for Replacement or New Plantings

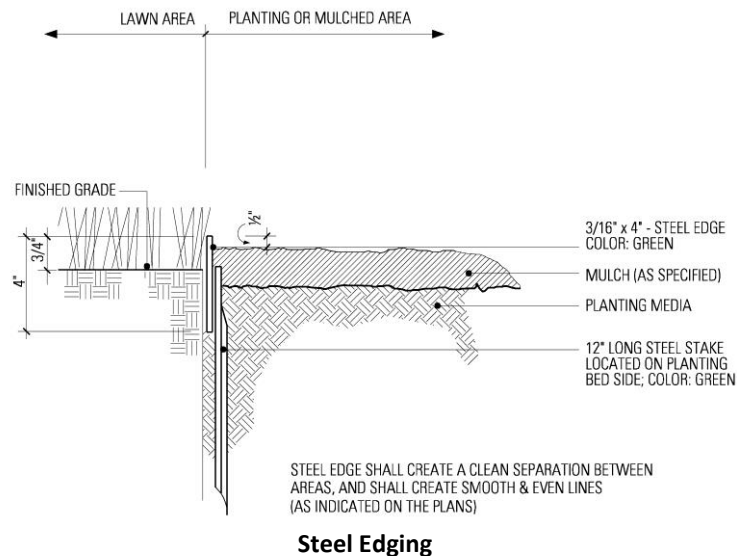




Multi Trunk Tree



Shrub and Groundcover Planting



LINE-ITEM SPECIFICATIONS

ITEM #1 – Landscape Pruning

- General Requirements.**

Groundcover and shrubs shall be restricted to boundaries based on space limitations, size, smooth shape, and structural strength. Prune for traffic clearance laterally and vertically.

Prune to control invasion and competition between turf, groundcovers, and higher vegetation.

Major size, shape, and structural pruning shall be done soon after flowering and before new growth appears.

Prune for the development of the natural shape of the plant material. Hand prune all shrubs, do not box or shear plant materials unless authorized by City.

All cutting blades and saws must be sharp and aligned to make clean, smooth cuts.

All cutting blades and saws must be adequately disinfected prior to cutting to deter the spread of pathogens from plant to plant.

Unless otherwise noted, no plant shall be pruned in such a way that results in the removal of more than 1/3 of the total leaf surface of the plant prior to pruning.

- Shrub Pruning Requirements**

Do not trim shrubs with hedge shears unless instructed by the City. Cane or stem prune to maintain the natural shape of the plant material.

Interior and lower branches shall be retained unless they are dead or obstructing traffic.

Do not prune mass plantings to individual plants. Allow the plants to grow into a solid mass.

Indian Hawthorn should be hand pruned between March and May after blooming has ceased. Cane or stem prune only as needed to maintain natural shape and overall form.

Do not shear or hedge this plant. Prune only as needed.

Prune evergreens, and nonflowering deciduous shrubs as needed only.

- **Groundcover Pruning Requirements**

Trailing groundcovers shall not be allowed to grow over walks or curbs or up vertical surfaces.

Cut back Asian Jasmine with sharp bladed equipment during the last week of February. Maintain in a uniform manner throughout the growing season.

- **Ornamental Grass Pruning Requirements**

Ornamental Grass Pruning should be performed with handheld garden loppers or hedge shears. **Do not** use monofilament line trimmers to prune Ornamental Grasses.

By leaving the stems and foliage this helps in protecting the crown from ice and cold weather. City will determine height.

Hamel Grass will need to be pruned to 5-8 inches above grade in February.

Cut back Liriope with sharp bladed equipment during the last week of February.

- **Perennial Pruning Requirements for Roses**

Perennial Pruning should not be performed with powered hedge trimmers. Use hand pruners or hedge shears to prune roses. **Do not** use monofilament line trimmers to prune perennials.

Perennial pruning, generally, occurs after major bloom time has been completed. Unless otherwise noted, the function of perennial pruning is to keep the growth habit of each plant compact, and to promote blooming. Weekly inspections of perennial plant material should be conducted to detect "leggy" plant growth, and significant reduction of blooms.

Deadheading of perennials will be part of the weekly regimented plant maintenance schedule during the spring and summer months. This maintenance task is not to be confused with perennial pruning, which is part of the quarterly maintenance services.

ITEM #2 - Mulching

- Re-application of a grade A finely shredded hardwood mulch three-inch (3") layer, shall occur starting the first week of March to trees with wells, shrubs, and landscape beds. Mulching shall be completed by the end of March. Mulch is to be spread such that none of the old or previous laid mulch is visible. All mulch is to be approved by the City before acceptance and application.

- During seasonal color change out in beds (spring and fall), apply a three-inch (3") layer of shredded hardwood mulch after planting. Do not disturb or damage surrounding existing plants to remain while mulching.
- All mulch in tree wells shall be turned over or cultivated a minimum of two (2) times in a growing season, typically June and September. City representative has the option to add an additional date without additional cost.

ITEM #3 – Mowing and General Maintenance

Mowing

- Mowing days shall be as follows or as approved by City:
Mondays or Sundays – All municipal building locations.
All mowing and general maintenance is to be completed by 5:00PM on Mondays.
Municipal Complex **must** be completed by 8:30 a.m. on any day during the week that work is performed.
Exclusion: Mulching and pruning activities may be completed by 5:00 p.m. at Municipal Complex.
- Maintain Common Bermuda lawn at a height of 1 ½"- 2" during the spring growing season and 1" to 3" beginning in July to the end of the fall growing season, or as otherwise designated by the City. No more than 1/3 of the grass blade is to be removed when cutting. Summer lawn grasses shall be cut a minimum of once per week during the growing season(s) or as otherwise designated by the City. Mowing shall occur 12 months annually to maintain proper height.
- All mowing of lawn grasses shall be completed with a rotary mulching mower unless otherwise specified. **Side chutes are prohibited.** All mowing at Municipal Complex shall be with a twenty-one (21) inch mulching mower.
- Batwing mowers are prohibited.
- Turf between all curbs and sidewalks and within parking lot medians shall be cut with a twenty-one (21) inch mulching mower. **Side chutes are prohibited.**
- Bagging of clippings may be necessary to prevent mounds of clippings. City shall determine when bagging is necessary.
- No string trimmers are to be used as a mowing implement.
- Mowers and trimmers shall clip grass blades cleanly without shredded tips. All mowing blades must be maintained sharp and clean.
- Clippings shall be removed when there are enough to be conspicuous, or when grass is damp and the clippings form clumps. **Clippings shall be removed from City's property.**
- Mowing of wet areas is prohibited so that wheel ruts are prevented.
- Direction of mowing shall be different than the previous mowing. Never put wheels into tracks of previous mowing.
- Grass shall not be allowed to grow into walks, curbs, or drives.

- Wounding of shrubs and trees by mower, trimmers, and equipment **must** be prevented. The Contractor is liable for the cost of replacing shrubs and trees with suppressed growth or killed by the Contractor's tools or equipment.
- Grass close to tree trunk shall be same height as lawn.
- Contractor shall be responsible for edging all curbs, paths, walkways, and bed lines with a metal blade edger, except those bordered with edging material.
- **All completed edges will have a perpendicular appearance between turf and hard edges, and turf and bed lines. An angled or beveled appearance is unacceptable. (Monofilament line edgers are not to be used in edging except in areas that are bordered by edging material). All edges, cracks and crevasses shall be blown clean to prevent grass clipping accumulation.**

Sanitation and Trash Collection

- Trash and debris shall be removed and legally disposed of off City's property. City may provide local off-site disposal facilities if available.
- Remove conspicuous accumulations of clippings, leaves, flowers, soil, and synthetic materials (cans, etc.) from pavement, sidewalks, turf, groundcovers, and other areas.
- Small, inconspicuous cover of flowers, leaves, and twigs on soil, other than pavements or lawns, may remain as natural mulch.
- Sidewalks and large concrete areas are to be cleaned weekly and kept free of trash, debris and grass/weeds growing in cracks. This shall include weekly blowing.
- **Blowers shall not be used on the project except to gather trash into one area for further pickup by other means. Under no circumstances will they be used to blow clippings and other debris into lakes, parking areas, curb edges, storm drains or streets. The Contractor must immediately remove any material that finds its way into the lakes, parking areas, curb edges or streets.**
- Contractor shall pick up all trash build up in lawn and bed areas prior to mowing grass and disposed of off-site. Do not mow over trash in turf areas.
- Fallen leaves in all areas (except natural areas) shall be collected and removed from the property or mulched into turf. This is to be done as requested by the City from the beginning of November through February, or until leaf drop ceases. On a weekly basis, the contractor shall collect leaves from the focal areas, formal areas, and turf areas to prevent heavy build-up and cause damage to plant material by smothering.
- It is the responsibility of the Contractor to remove all trash and debris on a weekly basis and any debris from heavy seasonal rains.
- Any damage resulting from Force Majeure requiring the use of dumpsters or large equipment will be an additional cost to the City and a separate purchase order issued. This is not considered under a weekly trash clean-up item and related to heavy seasonal rains. City will determine the necessity of a dumpster.

Decomposed Granite Maintenance

- Granite shall be raked and leveled weekly around Central Fire Station. All other granite will be maintained by City. City will replace granite, as necessary.

ITEM #4 – Pest, Weed and Fire Ant Control

Pest Control

- **Pesticide Licenses Requirements:**

Contractor to employ a State of Texas licensed pesticide applicator to perform all pesticide applications for the contract. No exceptions are allowed.

Contractor to provide copies of licensed pesticide applicators to the City with proposal submittal. It is the Contractor's responsibility to maintain staffing with current license. City may request proof of current license at any time.

- Contractor is responsible for all pest and disease control to turf, plants and shrubs as needed throughout the year.
- Recommendations for the use of chemicals for the control of insects, mites, other invertebrates, nematodes, vertebrate pests, plant pathogens, and weeds in addition to defoliants and growth regulator can be given and used only by a State of Texas licensed pesticide applicator. **All applications of pesticides and any chemicals shall be applied by a State of Texas licensed pesticide applicator, not an individual under supervision of a licensed pesticide applicator.**
- Use of any pesticides on site must adhere to the Laws and Regulations for pesticide use and application, as set forth in the State of Texas Agricultural Code. Use of any chemical by the Contractor or its representatives will be in accordance with all applicable state and federal statutory requirements which include, but are not limited to, health, safety, and environmental regulations and laws.
- It is the Contractor's responsibility to be familiar with and ensure compliance with all State and Federal regulations pertaining to the use and application of all chemicals.
- Persons preparing and applying any chemical is responsible for the safety of plants, persons, and properties, whether they are the City's or others.
- All chemicals will be stored in a safe and environmentally sound manner and any on-site disposal will be coordinated with the City's Hazardous Material Coordinator and be conducted in accordance with statutory requirements.
- Within ten (10) days after contract award, the Contractor will furnish the Owner a list of all chemicals and pesticides, including Material Safety Data Sheets (MSDS) to be used on the project. Additionally, if that list changes during the life of the contract, the Contractor will provide a revised list with MSDS within five (5) days of any changes.
- The Contractor shall submit to the city all the original manufacturer's labels for the pesticides as proof of purchase and compliance with the recommendations stated in the manual. Photocopies of the labels will not be accepted.

Weed Control

- When controlling runner type groundcover from invading adjacent shrub beds, **do not** use a contact systemic herbicide, such as 'Roundup'. Curtail spreading via mechanical means or by trimming back unwanted growth with hand loppers.
- **Weeds in turf should be removed by the Contractor upon their discovery or treated within five days from discovery.**
- Method of eradication, including mechanical or chemical is to be determined by the Contractor.
- Chemical Application of weed eradicates should follow the guidelines laid out in the Laws and Regulations set forth for pesticides and pesticide applicators by the State of Texas.
- The Contractor shall submit to the city all the original manufacturer's labels for the herbicide as proof of purchase and compliance with the recommendations stated in the manual. Photocopies of the labels will not be accepted.
- Landscape beds shall be inspected weekly for weeds. Weeds in all landscaped beds shall be removed upon discovery. Manual removal or chemical treatment is acceptable as long as desirable plants are not damaged.
- All debris resulting from the removal of weeds is to be collected and disposed of off-site.

Fire Ant Control

- Contractor shall be responsible for the control of ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after ants have been killed.
- Two broadcast treatments (Spring and Fall) shall be made. Broadcast treatments at Hector F. Garcia Community Center only include areas outlined in red on Appendix F.
- Contractor shall submit to the city all original manufacturers' labels as proof of purchase and compliance with the manual's recommendations. Photocopies of the labels will not be accepted.

ITEM #5 - Seasonal Color

- In April, May, and October it is necessary to perform the seasonal color change out in accordance with the seasonal schedule. **This applies only to Municipal Complex. No other areas will have seasonal color.** Beds shall be prepared as follows:
- Cover area to be planted with a 6" depth of properly decomposed and composted organic material.
- Thoroughly till native soils, compost, fertilizer, and other amendments together until the depth of the compost/soil mixture is eight to ten inches (8"-10") deep. DO NOT at any time till the soil that is wet or saturated.
- Planting beds should be moistened before the planting begins.

- Apply a 3" layer of finely shredded hardwood mulch after planting.
- Water area thoroughly.
- Notify City when completed so irrigation programming can be changed.

Seasonal Color Schedule:

(City may approve exceptions to this schedule prior to planting.)

Botanical Name	Common Name	Size and Comments
<u>Spring (April 1)</u>		
Petunia hybrida	Petunia – mixed color	4" pot @ 6" o.c.
<u>Summer (Late May)</u>		
Lantana sellowiana	Trailing purple Lantana	1 gal @10" o.c. (use in seasonal color beds)
<u>Fall/ Winter (Oct 1)</u>		
Viola witthrockiana	Pansies- solid colors	4" pot @ 6" o.c.

ITEM #6 – Granular Applications – Preemergent and Fertilizers

- The Contractor shall submit to the City all the original manufacturer's labels for the fertilizer as proof of purchase and compliance with the recommendations stated in the manual. Photocopies of the labels will not be accepted.
- **Do not spray iron solutions or fertilizers on infrastructures including walks/trails, parking lots, walls, site furnishings, etc. In the event overspray of iron solutions or fertilizers in these areas occur, it shall be removed within the same working day application is applied or a \$500 fine per occurrence will be assessed to the contractor.**
- Below is the Granular Application Schedule. Deviations from the schedule must be approved by the City in advance of the application.
- **ALL GRANULAR APPLICATIONS SHALL BE LESCO BRAND.**

Lesco Turf Preemergent & Fertilization Application Schedule:

<u>Item</u>	<u>Type</u>	<u>Application Month</u>
Preemergent	0-0-7	February
Preemergent	25-2-5 30% PPSCU	March
Fertilizer	28-3-10 50% PP4.5%Fe	May
Fertilizer	39-0-0 100% PPSCU	July
Preemergent	5-10-20	November

Lesco Tree, Ground Cover & Shrubs Fertilization Schedule:

<u>Item</u>	<u>Type</u>	<u>Application Month</u>
Fertilizer	28-3-10	February
Fertilizer	28-3-10	March

ITEM #7 – TREE MAINTENANCE

- Contractor to employ a certified International Society of Arboriculture arborist to perform all inspections of trees. This person shall be an employee and not a subcontractor. Contractor to provide copies of license to the City with proposal submittal.
- Contractor is responsible for all pest and disease control to trees as needed throughout the year.
- In March, check for bagworm infestation. Should the trees be infested, spray Bt, *Bacillus thuringiensis*, according to the label instructions, with 1 tsp. soap per gallon at dusk.
- Trees shall be restricted to boundaries based on space limitations, size, smooth shape, and structural strength. Prune for traffic clearance laterally and vertically.
- All cutting blades and saws must be sharp and aligned to make clean, smooth cuts.
- All cutting blades and saws must be adequately disinfected prior to cutting to deter the spread of pathogens from plant to plant.

- **Tree Pruning Requirements**

Pruning of trees of all sizes is included in this contract. The City will not hire a separate tree pruning company.

Trees with caliper inches in excess of five inches (5”), and/or canopy spreads exceeding eight feet (8’), shall be maintained such that no branches/limbs will overhang on sidewalks and parking areas lower than seven feet (7’) from the ground. **This does not apply to newly installed trees.**

Prune trees as needed to maintain natural shape. Remove seed capsules from Crape Myrtles as flowers fade. **Do not** allow the seed capsules to mature.

Trees located around perimeter fencing of Hector F. Garcia Community Center shall be pruned only when their growth habit affects walks or formal maintenance areas.

The primary pruning of deciduous trees shall be done during the dormant season. Damaged trees or those that constitute health or safety hazards shall be pruned at any time of the year as required to eliminate these conditions.

Remove dead branches (not twigs), crossing, rubbing, v-shaped crotches, and long branches extending beyond perimeter of foliage. Cut limbs back to their point of origin or to the nearest strong lateral branch.

Dense foliage limiting light for undergrowth shall be thinned lightly with approval from the Owner. Do not top or drastically prune Crape myrtles; prune only to remove extra canes, crossing canes or branches and to remove seed heads.

Remove stumps that have excessive shoots, or thin out excess number of laterals growing out of the end of a branch. Leave one or two stems.
All sucker growth from trunk and base of trees shall be removed weekly or as required to maintain a clean appearance.

Cuts shall be made just above the branch bark ridges, next to branch of attachment.

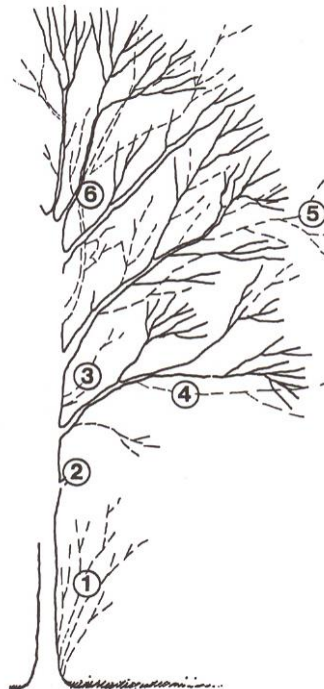
An undercut shall precede the final severance of a branch to prevent ripping of bark and wood below.

Branches shall be cut at a 45°-90° angle to shed water. Cut ends of branches shall remain exposed. Use no tree paint.

Limbs and branches are to be removed from property. Refer to 'Sanitation' for further information on this topic.

Tree Pruning Diagram

1. Remove sucker shoots at base of tree
2. Make clean cuts on old stubs, if present
3. Remove entire supply of twigs and buds on trunk.
4. Remove lower branch where an overlying branch occupies about same area.
5. Shape tree by removing injured and misshapen branches.
6. Remove cross branches and those developing into secondary leaders.



WEEKLY LANDSCAPE MAINTENANCE CHECKLIST

Dates in effect

From: _____ To: _____

Maintenance Company: _____

Supervisor: _____

I. SUBMITTAL FOR PAYMENT

- ☐ No exceptions taken
- ☐ Revise and resubmit for payment
- ☐ Rejected- make corrections and resubmit for Approval

AREAS AND FUNCTIONS	COMMENTS
---------------------	----------

1 TREES

1.	Prune	
2.	Weed Control	
3.	Pest Control	
4.	Fertilize	
5.	Trash Pickup	
6.	Re-mulch/ compost	

2 SHRUBS

1.	Prune	
2.	Weed Control	
3.	Pest Control	
4.	Fertilize	
5.	Trash Pickup	
6.	Re-mulch/ compost	

3 GROUND COVER

1.	Prune	
2.	Edge/ Trim	
3.	Weed Control	
4.	Pest Control	
5.	Fertilize	
6.	Drainage	
7.	Drains/ Grates	
8.	Trash Pickup	

4 LAWN & GRASSES

1.	Mow	
2.	Edge/ Trim	
3.	Weed Control	
4.	Pest Control	
5.	Fertilize	
6.	Drainage	
7.	Drains/ Grates	
8.	Trash Pickup	
9.	Bare Spots	
10.	Aeration	

5 VINES

1.	Prune	
2.	Weed Control	
3.	Pest Control	
4.	Fertilize	
5.	Trash Pickup	
6.	Re-mulch/ compost	

6 PERENNIALS

1.	Prune	
2.	Deadhead	
3.	Weed Control	
4.	Pest Control	
5.	Fertilize	
6.	Divide	
7.	Trash Pickup	
8.	Re-mulch/ compost	

7 SEASONAL COLOR

1.	Deadhead	
2.	Weed Control	
3.	Pest Control	
4.	Fertilize	
5.	Seasonal Change	
6.	Plant Replacement	
7.	Trash Pickup	

8 GRANITE

	Rake Weekly	
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APPENDIX A

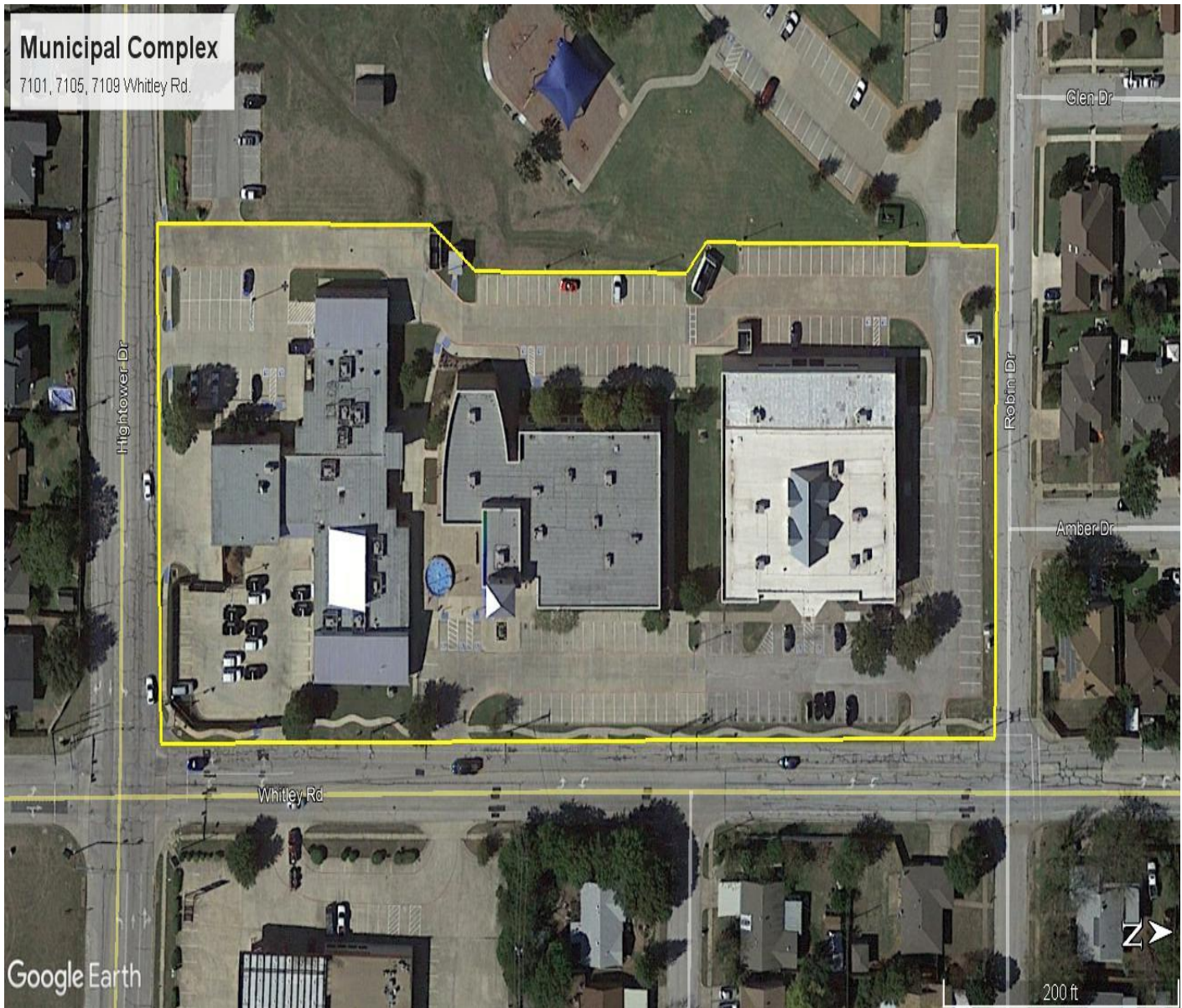
**USE THIS FORM ONLY
EQUIPMENT LISTING TO BE
USED FOR WATAUGA LANDSCAPE MAINTENANCE CONTRACT
CITY OF WATAUGA, TEXAS**

	ITEM	YEAR	MODEL/MAKE
1			
2			
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*Note: Additional copies of this form may be made if necessary.

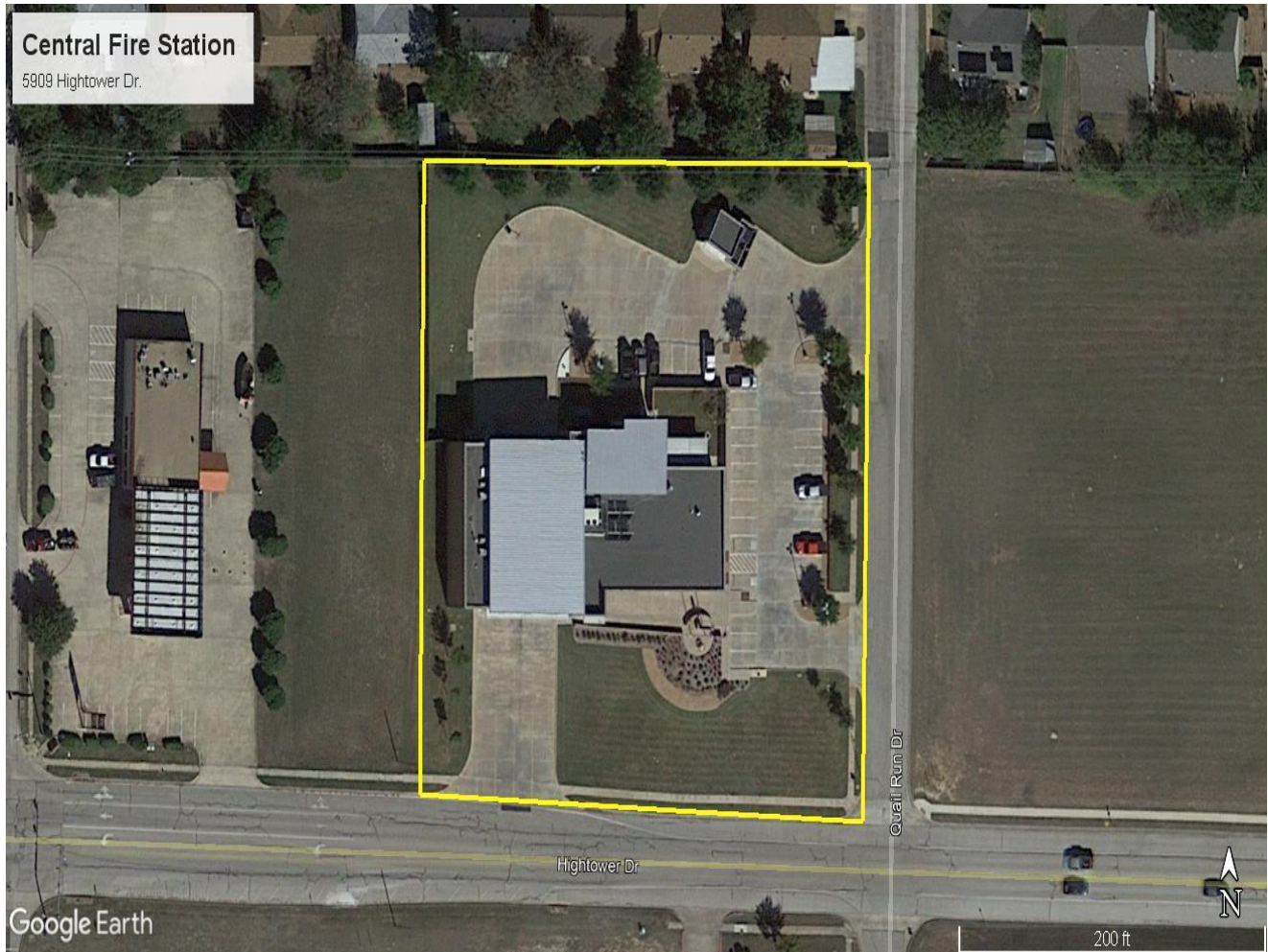
APPENDIX B

Municipal Complex Maintenance Zone



APPENDIX C

Central Fire Station Maintenance Zone



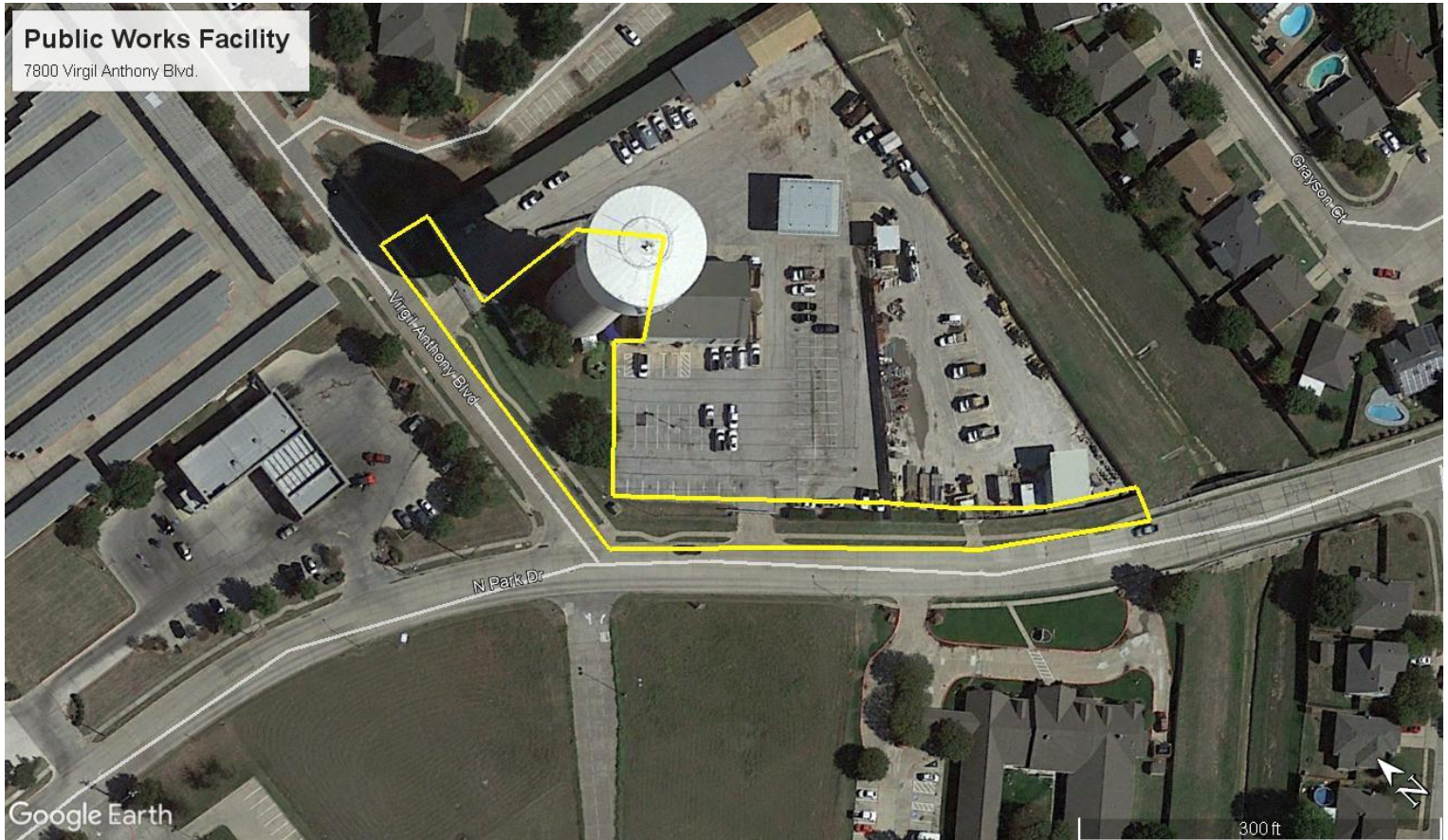
APPENDIX D

Animal Services Center Maintenance Zone



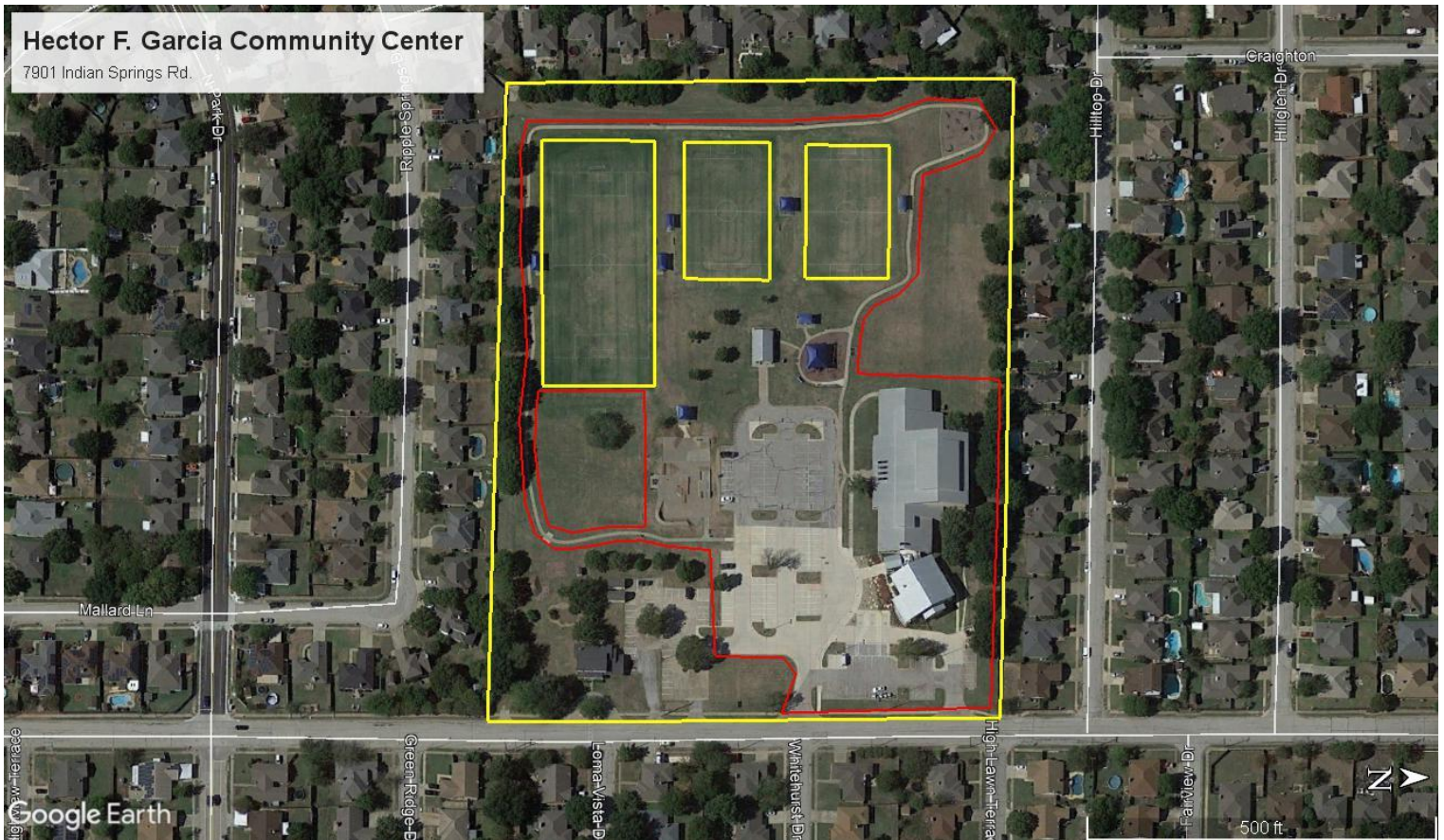
APPENDIX E

Public Works Facility Maintenance Zone



APPENDIX F

Hector F. Garcia Community Center Maintenance Zone



Estimated Square Footage:

PROPERTY	ADDRESS / LOCATION	ESTIMATED AREA	TURF
Animal Services Center	5203 Watauga Rd.	41,000 sf.	
Municipal Complex (City Hall/Library/Police Station)	7105 Whitley Rd.	51,000 sf.	
Department of Public Works (water tower)	7800 Virgil Anthony Blvd.	30,000 sf.	
Hector F. Garcia Community Center	7901 Indian Springs Rd.	525,000 sf.	
Central Fire Station	5909 Hightower Dr.	39,000 sf.	

NOTE: Recreation Center measurements are for the general areas only. League athletic game fields are not figured into these totals. These areas are to be maintained by City staff.

PROPOSAL PRICING FOR WATAUGA MUNICIPAL BUILDINGS

MUNICIPAL COMPLEX:

Item #1 – Landscape Pruning \$ _____ (dollars)

Item #2 – Mulching \$ _____ (dollars)

Item #3 – Mowing & General Maint. \$ _____ (dollars)

Item #4 – Pest, Weed & Fire Ant Control \$ _____ (dollars)

Item #5 – Seasonal Color \$ _____ (dollars)

Item #6 – Granular Applications \$ _____ (dollars)

Item #7 – Tree Maintenance \$ _____ (dollars)

Total Annual-MUNICIPAL COMPLEX: \$ _____ (dollars)

CENTRAL FIRE STATION:

Item #1 – Landscape Pruning \$ _____ (dollars)

Item #2 – Mulching \$ _____ (dollars)

Item #3 – Mowing & General Maint. \$ _____ (dollars)

Item #4 – Pest, Weed & Fire Ant Control \$ _____ (dollars)

Item #5 – Granular Applications \$ _____ (dollars)

Item #6 – Tree Maintenance \$ _____ (dollars)

Total Annual-CENTRAL FIRE STATION: \$ _____ (dollars)

ANIMAL SERVICES CENTER:

Item #1 – Landscape Pruning \$ _____ (dollars)

Item #2 – Mulching \$ _____ (dollars)

Item #3 – Mowing & General Maint \$ _____ (dollars)

Item # 4– Pest, Weed & Fire Ant Control \$ _____ (dollars)

Item #5 – Granular Applications \$ _____ (dollars)

Item #6 – Tree Maintenance \$ _____ (dollars)

Total ANNUAL-ANIMAL SERVICES CENTER: \$ _____(dollars)

PUBLIC WORKS FACILITY:

Item #1 – Landscape Pruning \$ _____ (dollars)

Item #2 – Mulching \$ _____ (dollars)

Item #3 – Mowing & General Maint \$ _____ (dollars)

Item #4 – Pest, Weed & Fire Ant Control \$ _____ (dollars)

Item #5 – Granular Applications \$ _____ (dollars)

Item #6 – Tree Maintenance \$ _____ (dollars)

Total Annual-PUBLIC WORKS FACILITY: \$ _____(dollars)

HECTOR F. GARCIA COMMUNITY CENTER:

Item #1 – Landscape Pruning \$ _____ (dollars)

Item #2 – Mulching \$ _____ (dollars)

Item #3 – Mowing & General Maint \$ _____ (dollars)

Item # 4– Pest, Weed & Fire Ant Control \$ _____ (dollars)

Item #5 – Granular Applications \$ _____ (dollars)

Item #6 – Tree Maintenance \$ _____ (dollars)

Total Annual-COMMUNITY CENTER: \$ _____(dollars)



Landscape Maintenance Manual Specifications Section

Right of Ways

SCOPE OF WORK

The following specifications are for city Right of Way areas.

Locations and linear feet (LF) are approximates. It is recommended that contractor walk or drives these areas to verify the actual locations and size. Locations and measurements can be found in Appendix B.

GENERAL REQUIREMENTS

1. Fee Structure

- The Contractor shall provide all maintenance in conformance to these specifications billed monthly and shall not exceed the total costs provided in the awarded proposal amount.
- Work not provided for in these specifications shall be done when the City or its designee and Contractor agree in writing on scope of work and costs to the City, separate from monthly fee and maintenance services. City will provide a separate purchase order number for such work. Contractor shall be able to conduct these extra work tasks without impacting the quality of work within these specifications.
- City will pay contractor for work based on review and approval of weekly services checklist.
- All invoices shall be billed to the City of Watauga.

2. Contractor Obligations

- The Contractor shall provide all materials, equipment, and personnel needed to perform terms of the specifications. (Must complete Equipment List in Appendix A.)
- Regular maintenance personnel shall wear a uniform shirt that is neat, clean and presents a professional appearance.
- The Contractor shall designate in writing to the City one (1) on-site supervisor as his representative. This individual must be able to communicate in English and shall be able to effectively supervise the Contractor's on-site staff and communicate the various work procedures to the City. This individual must be able to make decisions on-site to address City's concerns in a timely manner.
- No member of Contractor's staff shall enter any building location except with written permission of the City.
- Insurance and other legal mandates for employees and temporary workers are the responsibility and obligation of the Contractor.
- The Contractor shall work, at all times, in compliance to laws and regulations of Federal, State, County, and local governments.
- **Contractor shall protect the general public from hazards and risk of injury. Post "Keep off" or other signs to notify all persons of hazards. Signs**

should read, “Falling Limbs”, “Pesticide Applications”, “Mowers Ahead”, etc.

- Barricade or mark boundaries of area where work is a hazard to all persons.
- Provide a 24-hour minimum notice to City and obtain City’s written approval before doing hazardous work, such as tree pruning and application of pesticides and fertilizers, unless deemed an emergency, i.e., hazardous tree limbs. Notice shall include kind of work, location, time period of activity, names, description, and quantities of chemicals to be applied. Materials safety data sheets must be provided for all chemicals prior to application.
- Contractor shall provide, as part of the monthly service fee, all tools, equipment, fertilizers, soil amendments, and pesticides as necessary for maintenance of all areas at a high standard of quality.

3. Municipal Environmental Policy

- The City of Watauga is pro-active on environmental and recycling issues. The City requires suppliers to be pro-active concerning these same issues.
- Only slow-release type fertilizer is to be used.
- Recycle of disposed clippings are encouraged.
- Any other activities that may be taken to protect the environment or recycle are encouraged.
- Minimize/ prevent runoff of fertilizers into the storm drain system.

GENERAL MAINTENANCE GUIDELINES

1. Quality Control

- The Contractor must provide daily inspections by a manager level supervisor each workday to ensure tasks are completed according to specifications. Said supervisor must resolve any incomplete tasks within 24 hours of said work.
- The Contractor will be responsible for bi-weekly inspection of the entire property and the performance of all items required and referred to in these specifications. The goal of bi-weekly inspection is to identify possible cultural, insect, or disease problems along State Hwy 377 (Green Ribbon Improvement Area) before significant damage occurs. In addition, accurate records of previously used control methods are important in determining which control methods are effective. Name and location of unsightly, unshapely, unhealthy, or in any way abnormal plants State Hwy 377 (Green Ribbon Improvement Area) shall be recorded in the Bi-Weekly Maintenance Worksheets. In addition, information shall also include any treatments being used in an attempt to ameliorate the problem.
- Contractor is required to correct any unacceptable and undesirable conditions. This may be any or more than the following: Leaves blighted, blotched, curled, mildewed, rusted, scorched, or wilted. Any plants or grounds infected with

mites, insects, snails, slugs, sow bugs, fire ants, grub worms, and rodents. Plants or trees with breakage, tilted and unsupported, unneeded support, and girdled trunks or branches by support ties, or wounded branches or trunks by stakes.

- Name, location, and reason for a plant's decline or death must be given to the City.
- If death of plant material occurs within the installation warranty period, replace under the terms of the appropriate contract (construction or maintenance).
- If the City determines that the plant's death could have been prevented by proper treatment on the part of the Contractor, then the plant shall be replaced at no expense to the City. Otherwise, the City will provide direction concerning the plant's replacement. Contractor is not responsible for damage to trees or plants as a result of Force Majeure.
- **The Contractor and City's representative shall be required to discuss all maintained areas under this contract on a bi-weekly basis. Date and time will be determined upon approval of contract.** City must have no less than 48 hours' notice if there is a need for re-scheduling. All inspections by owner will proceed as scheduled with or without the attendance of the Contractor.
- During the inspection, the City will compile a list of the landscape related items that should be performed before the next grounds inspection walk.
- The Contractor will also be responsible for notifying the City through the Bi-weekly Maintenance Worksheet of any problems. This worksheet must be emailed to the City on the day of the maintenance visit. Any items not called to the attention of the City that result in damage to the property shall be the liability of the Contractor.

2. Damage and Injury Control for Soil and Ornamental Plants

- Prevent spillage of chemicals onto soil, turf, and other plants.
- Never tilt a machine to an angle so that gasoline, oil, fertilizer, pesticide, soil amendment, chemical solution, or dry granules will spill.
- Never fill nor empty a container for holding chemicals that is on the lawn, or a soil to grow plants, or on a place where a chemical can run off onto soil or into lakes, leach into soil, or blow onto soil for ornamental plants or onto ornamental vegetation. Protect concrete surfaces from spills that could permanently stain the surface.
- Prevent soil compaction by keeping all equipment with wheels off turf and planted areas until soil moisture is less than field capacity in the top two (2) inches.
- Field Capacity is determined by squeezing soil in the hand. If free water comes out of soil, it is at field capacity.

- Wounding of shrubs and trees by mower, trimmers, and equipment **must** be prevented. The Contractor is liable for the cost of replacing shrubs and trees with suppressed growth or killed by the Contractor's tools or equipment.
- Grass close to tree trunk shall be same height as lawn.
- Tree stakes, ties, and guides shall be kept in place until support is not needed (1 year from installation).
- Support system must be monitored to prevent rubbing or girdling of trunks and branches. Contractor shall straighten trees if they start to lean.
- Remove broken branches and make a smooth saw cut below break. Cut shall be at growth rings about an inch from branch of origin. Refer to tree pruning requirements herein.
- The Contractor shall immediately replace all damaged turf grass and plants that cannot be restored to an appearance acceptable to the City in no more than fifteen (15) days.
- Damage caused by Contractor and staff due to negligence, error, or omission of responsibility to perform a specification herein, is financially liable to the Contractor for all restoration treatments and property replacements.

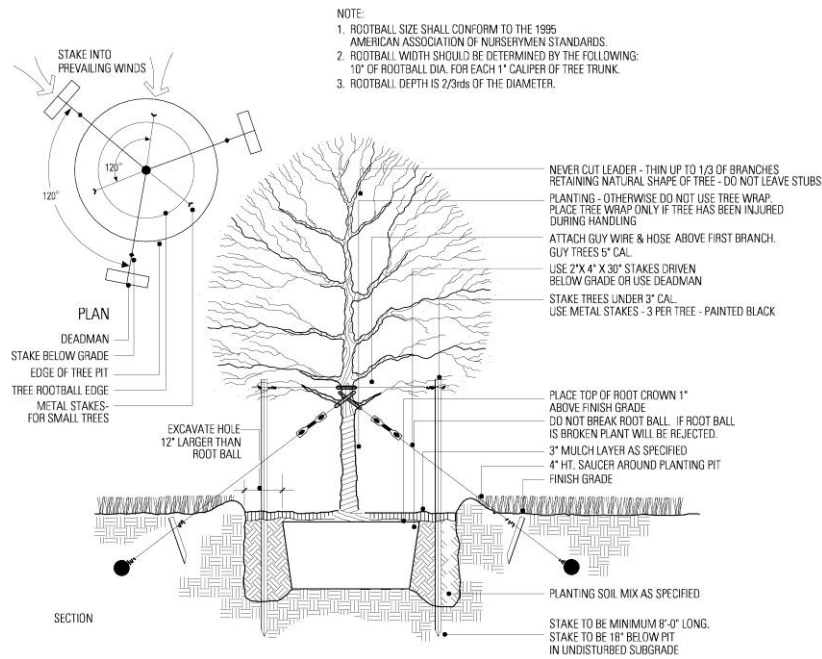
3. Replacement Plants

- In the event of plant death within State Hwy 377 (Green Ribbon Improvement Area), the Contractor will evaluate the cause of mortality to determine the fitness of the specific plant material in that particular location. Whenever possible, materials shall be replaced with the same varieties and sizes, unless otherwise approved by the City, to ensure that the design intent of the landscape is not compromised. Refer to the following plant list for specific information on replacement material. Should existing cultural conditions necessitate a change in plant materials, that change must be approved by the City.

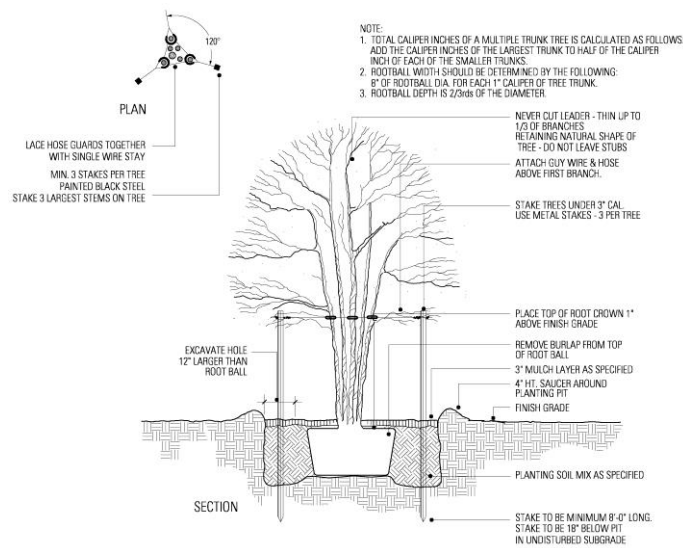
Replacement Plant List for Right of Way Areas:

Common Name	Botanical Name	Size and Comments
<u>Trees:</u>		
Cedar Elm	Ulmus crassifolia	3" cal., 11'-12' ht.
Allee Elm	Ulmus parvifolia 'Allee'	3" cal., 11'-12' ht
Live Oak	Quercus virginiana	3" cal., 11'-12' ht.
Shumard Red Oak	Quercus shumardii	4" cal., 12' + ht.
Sawtooth Oak	Quercus acutissima	4" cal., 12' + ht.
Bur Oak	Quercus macrocarpa	3" cal., 12' tall x 5' spd.
Eastern Redbud	Cercis Canadensis	30 gal., 7'-8' ht.
Bald Cypress	Taxodium	3" cal., 11'-12' ht.
Chinese Pistache	Pistacia chinensis	3" cal., 11'-12' ht.
Choctaw Pecan	Carya illinoensis 'Choctaw'	3" cal., 11'-12' ht.
Bradford Pear	Pyrus calleryana	3" cal., 11'-12' ht.
Wax Myrtle	Myrica cerifera	30 gal., 7'-8' ht.
Crape Myrtle	Lagerstroemia indica	8' ht., 5 trunk min., B & B
<u>Shrubs:</u>		
Rosemary, upright	Rosmarinus officianialis	5 gal., 24" ht., 12" spread
Dwarf Wax Myrtle	Myrica cerifera var. pumila	5 gal., 24" ht.
Vitex	Vitex agnus-castus	8' ht., B & B
Texas Sage	Leucophyllum frutescens 'Compactum'	5 gal., 24" ht., 12" spread
Autumn Sage	Salvia greggii	5 gal., 24" ht., 12" spread
Red Tip Photina	Photinia x fraseri	5 gal., 4' ht.
Soft Leaf Yucca	Yucca gloriosa	5 gal.
Red Yucca	Hesperaloe parviflora	5 gal.
<u>Grasses:</u>		
Bermuda Grass	Cynadon dactylon	Sod

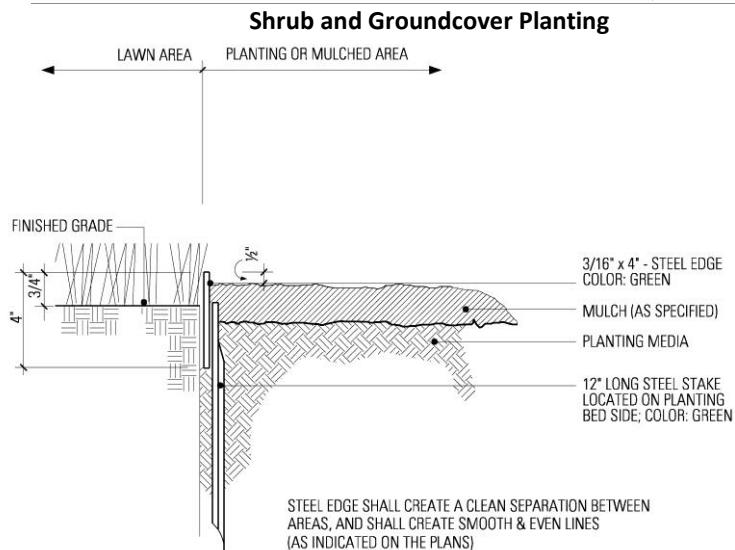
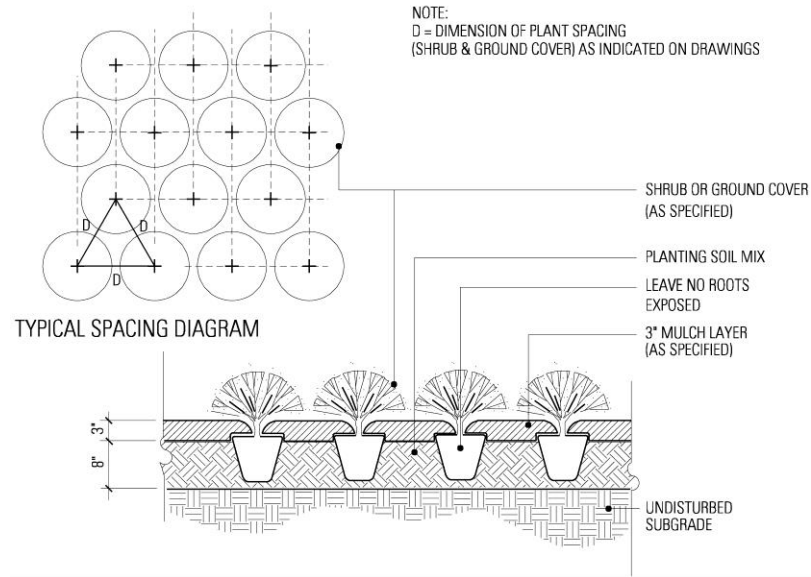
4. Miscellaneous Landscape Details Required for Replacement or New Plantings



Single Trunk Tree



Multi Trunk Tree



Steel Edging

LINE-ITEM SPECIFICATIONS

ITEM #1 – Landscape Pruning

- General Requirements for Pruning of Groundcovers and Shrubs**

Groundcover and shrubs shall be restricted to boundaries based on space limitations, size, smooth shape, and structural strength. Prune for traffic clearance laterally and vertically.

Prune to control invasion and competition between turf, groundcovers, and higher vegetation.

Major size, shape, and structural pruning shall be done soon after flowering and before new growth appears.

Prune for the development of the natural shape of the plant material. Hand prune all shrubs, do not box or shear plant materials unless authorized by City.

All cutting blades and saws must be sharp and aligned to make clean, smooth cuts.

All cutting blades and saws must be adequately disinfected prior to cutting to deter the spread of pathogens from plant to plant.

Unless otherwise noted, no plant shall be pruned in such a way that results in the removal of more than 1/3 of the total leaf surface of the plant prior to pruning.

- **Shrub Pruning Requirements**

Do not trim shrubs with hedge shears unless instructed by the City. Cane or stem prune to maintain the natural shape of the plant material.

Interior and lower branches shall be retained unless they are dead or obstructing traffic.

Do not prune mass plantings to individual plants. Allow the plants to grow into a solid mass.

Indian Hawthorn should be hand pruned between March and May after blooming has ceased. Cane or stem prune only as needed to maintain natural shape and overall form. **Do not** shear or hedge this plant. Prune only as needed.

Prune evergreens, and nonflowering deciduous shrubs as needed only.

- **Ornamental Grass Pruning Requirements**

Ornamental Grass Pruning should be performed with handheld garden loppers or hedge shears. **Do not** use monofilament line trimmers to prune Ornamental Grasses.

By leaving the stems and foliage this helps in protecting the crown from ice and cold weather. City will determine height.

ITEM #2–Mowing and General Maintenance

Mowing

- Mowing days shall be as follows or as approved by City:
Monday-Friday
All mowing and general maintenance is to be completed by 5:00 p.m.
- Maintain Common Bermuda lawn at a height of 1 ½"- 2" during the spring growing season and 1" to 3" beginning in July to the end of the fall growing season, or as otherwise designated by the City. No more than 1/3 of the grass blade is to be

removed when cutting. Summer lawn grasses shall be cut a minimum of once per two weeks during the growing season(s) or as otherwise designated by the City. Mowing shall occur 12 months annually to maintain proper height.

- All mowing of lawn grasses shall be completed with a rotary mulching mower unless otherwise specified.
- Bagging of clippings may be necessary to prevent mounds of clippings. City shall determine when bagging is necessary.
- Mowers and trimmers shall clip grass blades cleanly without shredded tips. All mowing blades must be maintained sharp and clean.
- Clippings shall be removed when there are enough to be conspicuous, or when grass is damp and the clippings form clumps. **Clippings shall not be permitted to accumulate against a Private Property Owner's fence.**
- Mowing of wet areas is prohibited so that wheel ruts are prevented.
- Grass shall not be allowed to grow into walks, curbs, or drives.
- Wounding of shrubs and trees by mower, trimmers, and equipment **must** be prevented. The Contractor is liable for the cost of replacing shrubs and trees with suppressed growth or killed by the Contractor's tools or equipment.
- Large equipment will not be permitted to mow within 18" of each tree in order to avoid damage to the trees.
- Contractor shall instruct staff to yield to pedestrians and wildlife, disengage equipment PTO, and cease string-trimming or blowing while pedestrians/wildlife are present in the immediate area of work.
- Edging is to be performed with a string-line trimmer around all turf perimeters and along all walks and curbing. **All completed edges will have a perpendicular appearance between turf and hard edges, and turf and bed lines. An angled or beveled appearance is unacceptable. All edges, cracks and crevasses shall be blown clean to prevent grass clipping accumulation.**
- All expansions joints, bridge abutments, light poles, signs, irrigation control boxes and equipment, irrigation valve box covers, trees and other maintenance barriers that fall within these designated grounds maintenance areas will also require trimming of grass and weeds on the specified maintenance schedule unless otherwise specified by the Public Works Superintendent.
- Grass and weeds growing over irrigation valve box covers shall be trimmed back to edge where valve box meets soil.
- The contractor shall maintain all properties with water features up to the water's edge.
- All fencing shall be string-trimmed on both sides including all chain link; exception will be given along interior side of private property.

- All areas of sidewalks, spillways, bridges, pavilions, parking lots, curb lines along streets and playgrounds are to be blown off and debris removed when finished mowing. Under no circumstances should any clippings, material, or trash be blown back into grass that results in clumping or debris accumulation.

Sanitation and Trash Collection

- Trash and debris shall be removed and legally disposed from property.

Remove conspicuous accumulations of clippings, leaves, flowers, soil, and synthetic materials (cans, etc.) from pavement, sidewalks, turf, groundcovers, and other areas.

Small, inconspicuous cover of flowers, leaves, and twigs on soil, other than pavements or lawns, may remain as natural mulch.

- Sidewalks and large concrete areas are to be cleaned bi-weekly and kept free of trash, debris and grass/weeds growing in cracks. This shall include bi-weekly blowing after any mowing or trimming.
- **Blowers shall not be used on the project except to gather trash into one area for further pickup by other means. Under no circumstances will they be used to blow clippings and other debris into lakes, parking areas, curb edges, canals, storm drains or streets. The Contractor must immediately remove any material that finds its way into the lakes, parking areas, curb edges or street.**
- Contractor shall pick up all trash build up in lawn, landscape bed, canals, and drainage areas prior to mowing grass and disposed of off-site. Do not mow over trash in turf areas.
- Fallen leaves in all areas (except natural areas) shall be collected and removed from the property or mulched into turf. This is to be done as requested by the City from the beginning of November through February, or until leaf drop ceases. On a bi-weekly basis, the contractor shall collect leaves from the focal areas, formal areas, and turf areas to prevent heavy build-up and cause damage to plant material by smothering.
- It is the responsibility of the Contractor to remove all trash and debris on a bi-weekly basis and any debris from heavy seasonal rains resulting in shoreline debris and/or trash.
- Any damage resulting from Force Majeure requiring the use of dumpsters or large equipment will be an additional cost to the Owner and a separate purchase order issued. This is not considered under a bi-weekly trash clean-up item and related to heavy seasonal rains. City will determine the necessity of a dumpster.

Ornamental Rock Maintenance

- Rock shall be kept in a neat and clean manner. Any rock displaced at any time shall be placed back to its original form and location.

Weed Control

- When controlling runner type groundcover from invading adjacent shrub beds, **do not** use a contact systemic herbicide, such as 'Roundup'. Curtail spreading via mechanical means or by trimming back unwanted growth with hand loppers.
- Method of eradication, including mechanical or chemical is to be determined by the Contractor. Chemical Application of weed eradicates should follow the guidelines laid out in the Laws and Regulations set forth for pesticides and pesticide applicators by the State of Texas.
- The Contractor shall submit to the city all of the original manufacturer's labels for the herbicide as proof of purchase and compliance with the recommendations stated in the manual. Photocopies of the labels will not be accepted.
- Landscape beds shall be inspected weekly for weeds. Weeds in all landscaped beds shall be removed upon discovery. Manual removal or chemical treatment is acceptable as long as desirable plants are not damaged.
- Ornamental Rock areas along State Hwy 377 are to be kept weed free at all times.
- All expansion joints, cracks, and curb lines in parking lots are to be kept free of weeds. Spraying is an acceptable method of control.
- All debris resulting from the removal of weeds is to be collected and disposed of off-site.

Bi-WEEKLY LANDSCAPE MAINTENANCE CHECKLIST

Dates in effect:

From: _____ To: _____

Maintenance Company: _____

Supervisor: _____

I. SUBMITTAL FOR PAYMENT

- ☐ No exceptions taken
 - ☐ Revise and resubmit for payment
 - ☐ Rejected- make corrections and resubmit for Approval
-

1. Mowing

1.	Mow	
2.	Edge/ Trim	
3.	Weed Control	
4.	Drainage	
5.	Drains/ Grates	
6.	Trash Pickup	
7.	Bare Spots	

2. Landscape Beds

1.	Prune	
2.	Weed Control	
3.	Trash Pickup	

3. Ornamental Rock

	Weekly Displacement	
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APPENDIX A

**USE THIS FORM ONLY
EQUIPMENT LISTING TO BE
USED FOR WATAUGA LANDSCAPE MAINTENANCE CONTRACT
CITY OF WATAUGA, TEXAS**

	ITEM	YEAR	MODEL/MAKE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
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12			
13			
14			
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16			
17			
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19			
20			

*Note: Additional copies of this form may be made if necessary.

APPENDIX B

Right of Ways:

1. Bursey (S) – Whitley to Indian Springs – 1829 LF (8' W)
2. Bursey (S) – Indian Springs to Willis – 430 LF (9' W)
3. Indian Springs (E) – Fairview to Lesley – 665 LF (9' W)
4. Indian Springs (W) – Hillview to Bursey – 214 LF (9' W)
5. Indian Springs (W) – Senior Center S. Prop. Line to N. Park – 358 LF (9' W)
6. Indian Springs (NW & SW) – Triangles with N. Park – 20'x20'x30'
7. Indian Springs (W) – N. Park to Courtside – 619 LF (9' W)
8. Indian Springs (W) – N. Park to Courtside – 114 LF (4' W) Overlaps with n.
9. Indian Springs (SW) – Triangle with Courtside – 15'x14'x4'
10. Indian Springs Rd (W) – Courtside toward Starnes for – 520 LF (9' W)
11. Starnes (N) – 6313 Starnes – 317 LF (8' W)
12. Starnes (N) – 6135 Starnes W. Prop Line to Partridge – 367 LF (6' W)
13. Starnes (NE & NW) – Triangles with Partridge 26'x26'x35'
14. Starnes (N) – Partridge to Whitley – 384 LF (6' W)
15. Starnes (S) – Maple Hill to Cedarhill along fence – 110 LF (4' W)
16. Starnes (S) – Cedarhill to Echo Hill along fence – 142 LF (4' W)
17. Starnes (S) – Echo hill to Walnutthill along fence – 167 LF (4' W) (
18. Starnes (S) – Walnuthill to Drive E of ditch E of Indian Springs – 420 LF (4' W)
19. Starnes (N) – Whitley to Kelly Lynn – 594 LF (6' W)
20. Starnes (N) – Kelly Lynn to parking lot – 364 LF (8' W)
21. Starnes (S) – EECU entrance to white fence – 760 LF (12' W)
22. N. Park (N) – Whitley to west edge of Channel – 545 LF (10' W)
23. N. Park (S) – Wells Fargo to Nursing Home – 301 LF (4' W)
24. N. Park (S) – Nursing Home East to Kelly Lynn – 190 LF (4' W)
25. N. Park (S) – Kelly Lynn to Whitley – 305 LF (6' W)
26. Whitley (W) – Bursey to Caden – 1506 LF (12' W)
27. Whitley (W) – Grayson to N. Park – 432 LF (6' W)
28. Whitley (NW & SW) – Triangles with N. Park – 24'x24'x33'
29. Whitley (W) – N. Park to Starnes – 928 LF (6' W)
30. Whitley (NW) – Triangle with Starnes – 20'x20'x27'
31. Whitley (W) – Hickory Hill to Oakhill – 104 LF (5' W)
32. Whitley (SW) – Triangle with Oakhill – 12'x12'x12'
33. Whitley (NW) – Corner Clip with Robin – 1 each
34. Whitley (E) – Judy to Birchill – 395 LF (8' W)
35. Whitley (NE) – Triangle with Starnes – 12'x12'x20'
36. Whitley (E) – N. Park to Starnes – 928 LF (4' W)
37. Whitley (E) – N. Park to Firebird – 1285 LF (4' W)
38. Hightower (S) – Tony's Car Wash to Constitution – 400 LF (14' W)
39. Hightower (S) – Constitution to Bennington – 324 LF (19' W)
40. Hightower (S) – Bennington to Whitley – 745 LF (11' W)
41. Hightower (S) – Whitley to Dance Studio – 430 LF (11' W)
42. Hightower (S) – Quail Run to Echo Hill – 967 LF (9' W)
43. Hightower (S) – Echo Hill to Fence Line – 121 LF (9' W)
44. Hightower (N) – Echo Hill to Quail Run – 967 LF (9' W)
45. Echo Hill (E) – Hightower south to Car Wash driveway – 103 LF (9' W)
46. Echo Hill (W) – Hightower to south fence line – 234 LF (9' W)
47. Echo Hill (W) – Hightower to north fence line – 323 LF (9' W)
48. Quail Run (E) – Hightower to south fence line – 234 LF (9' W)
49. Quail Run (E) – Hightower to north fence line – 323 LF (9' W)

50. Whitley (E) – Hightower to Chapman – 2229 LF (20' W) Possible Whitley 3 Construction
51. Whitley (W) – Concord to Bunker – 448 LF (7' W)
52. Whitley (W) – Bunker to Yorkston – 999 LF (9' W)
53. Whitley Road (W) – Yorkston to south phone box – 111 LF (9' W)
54. Chapman (N) – Patsy to east edge of bridge – 197 LF (6' W)
55. Chapman (S) – Whitley Road to west side of channel @ fence – 265 LF (6' W)
56. Chapman (S) – Old Whitley to Emily – 725 LF (5' W)
57. Chapman (S) - Emily to Brookdale – 710 LF (5' W)
58. Chapman (S) – Bernadine to east fence – 128 LF (9' W)
59. Chapman (S) – Bernadine to Memory – 265 LF (9' W)
60. Chapman (S) – Charmaine to west bridge – 90 LF (8' W)
61. Chapman (S) – Charmain to Mona Lisa – 270 LF (6' W)
62. Chapman (S) – Mona Lisa to Nola – 270 LF (6' W)
63. Chapman (S) – Nola to Summit Ridge – 302 LF (10' W)
64. Chapman (S) – Summit Ridge to Rufe Snow – 890 LF (10' W)
65. Chapman (N) – McCoy to Summit Ridge – 216 LF (14' W)
66. Chapman (N) – Summit Ridge to Nola – 77 LF (12' W)
67. Chapman (N) – Nola to Charmain – 360 LF (5' W)
68. Chapman (N) – Charmaine to West Bridge – 117 LF (24' W)
69. Chapman (N) – Triangle bridge north of guardrail – 50'x50'x65'
70. Chapman (N) – Bridge to Bernadine – 375 LF (31' W)
71. Chapman (N) – Bernadine to Wooddale – 250 LF (29' W)
72. Chapman (N) – Wooddale to Lyndale – 240 LF (29' W)
73. Chapman (N) – Lyndale to Brookdale – 240 LF (29' W)
74. Chapman (N) – Brookdale to Echo Hill – 242 LF (29' W)
75. Chapman (N) – Echo Hill to west red fence – 310 LF (23' W)
76. Old Whitley (E) – Chapman to Rickee – 490 LF (17' W)
77. Whitley (E) – Rickee to Whispering – 821 LF (9' W)
78. Whitley (E) – Whispering to south toward channel south – 440 LF (9' W)
79. Whitley (W) – Guard Rail at 6401 Whitley to south concrete flume – 221 LF (8' W)
80. Whitley (W) – South fence line of concrete channel at 6401 Whitley to west – 88 LF (10' W)
81. Whitley (E) – Alley behind 6401 Cathy north side of channel to east 182' (10' W)
82. Watauga (N) – Railroad track west side to west Hamm's driveway – 253 LF (14' W)
83. Watauga (N) – 5415 Watauga west driveway to Park Vista – 180 LF (4' W)
84. Watauga (N) – 5401 Watauga west property line to W to east side of bridge – 244 LF (6' W)
85. Watauga (N) – West side of bridge to west Animal Shelter – 107 LF (17' W)
86. Watauga (S) – East of bridge to east to Rusk – 463 LF (8' W)
87. Watauga (Median) – East of bridge to Park Vista – Median – 376 LF (Weed eater)
88. Watauga (Median) – East of bridge to Park Vista – Median – 105 LF (16' W)
89. Watauga (S) – Rusk to Huddleston – 240 LF (16' W)
90. Watauga (Median) – Park Vista to Railroad Tracks (290 LF) (Weed eater)
91. Watauga (S) – Huddleston to Railroad Tracks (280 LF) (17' W)
92. Watauga (S) – Pine to 5710 Watauga west property (prop.) line – 825 LF (12' W)
93. Watauga (S) – Morris to Saramac – 1753 LF (12' W)
94. Watauga (S) – 6124 Watauga Chic east prop. line to Stardust – 854 LF (21' W)
95. Watauga (S) – Stardust to 6309 Douglas west prop. line – 629 LF (20' W)
96. Watauga (S) – Skylark to west Dollar General west prop line – 365 LF (12' W)
97. Watauga (N) – 6331 Watauga Quick Stop west prop. line to Skylark – 125 LF (19' W)
98. Watauga (N) – Skylark to west phone box – 125 LF (19' W)
99. Watauga (N) – Stardust to west end of guardrail – 325 LF (22' W)
100. Watauga (N) – north of guardrail – triangle – 32'x75'x78'

101. Watauga (N) – north of guardrail – 280'x40'
102. Skylark (E) – Watauga to south fence line – 290 LF (9' W)
103. Saramac (W) – Watauga to south toward Haney – 370 LF (9' W)
104. Morris (E) – Watauga to south fence line toward Haney – 209 LF (9' W)
105. Lalagray (W) – Watauga to south fence line toward Travis – 156 LF (9' W)
106. Lalagray (E) – Watauga to south fence line toward Travis – 156 LF (9' W)
107. Plum (E) – Watauga to south Travis – 192 LF (9' W)
108. Plum (W) – Watauga to south Travis – 192 LF (9' W)
109. Pine (E) – Watauga to south driveway toward Travis – 60 LF (5' W)
110. 377 (E) – Tandy Leather to McDonalds – 539 LF (15' W)
111. Whispering (N) – Maurie to Brookdale – 317 LF (8' W)
112. Bursey (S) – Willis to Mark – 252 LF (6' W)
113. Bursey (S) – Mark to Lara – 251 LF (6' W)
114. Bursey (S) – Lara to Meadowbrook – 252 LF (6' W)
115. Bursey (S) – Meadowbrook to April – 260 LF (5' W)
116. Bursey (S) – April to west bridge – 167 LF (5' W)
117. Bursey (N) – Willis to Rim Rock – 1,500 LF (12' W)
118. Bursey (S) – Whitley to West Parking Lot Entrance – 366 LF (10' W)
119. Rufe Snow (W) – S. side of Pickles driveway to south fence line – 528 LF (14' W)
120. Rufe Snow (W) – Fence line N. of High Lawn to Valley View – 993 LF (8-10' W)
121. Rufe Snow (W) – Valley View to North Park – 218 LF (12' W)
122. Rufe Snow (W) – North Park to Fair Oak – 258 LF (16' W)
123. Rufe Snow (W) – Fair Oak to Greendale – 1,174 LF (9' W)
124. Rufe Snow (W) – Greendale to Fair Meadows – 436 LF (10' W)
125. Rufe Snow (W) – Fair Meadows to Ridgetop – 229 LF (13' W)
126. 377 (W) – N. Tarrant to Watauga – Various Length – converting to Rock Gardens (23' W)
127. Park Vista Blvd. -6116 LF Various Width- see attached map for details.

MAPS

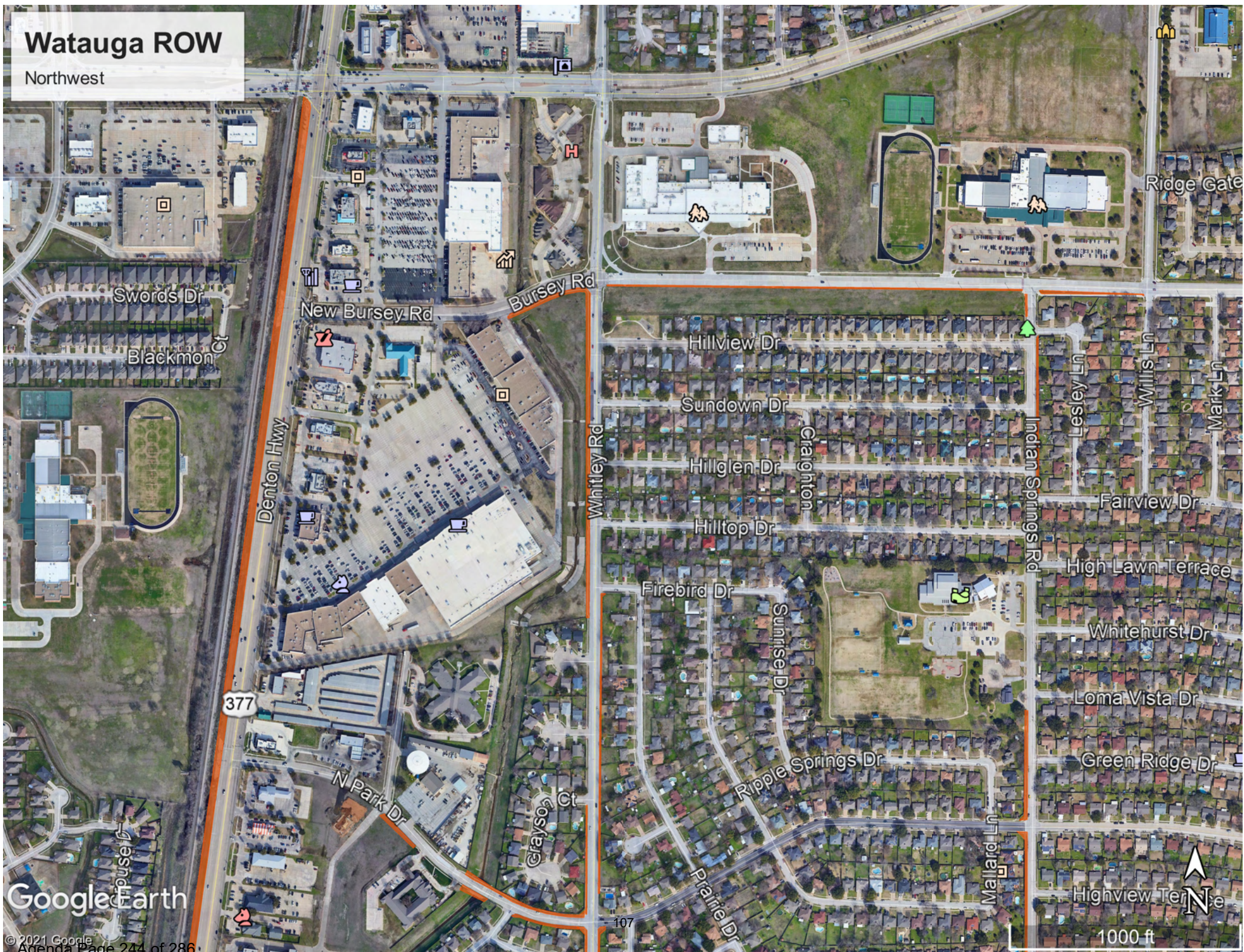
Website link to download Google Earth Map to view Right of Way Locations:

Must have access to Google Earth to view maps, please type in link to open zip folder.

www.cowtx.org/wataugapwbid

Watauga ROW

Northwest



Google Earth

Watauga ROW

Central West



Google Earth

Watauga ROW

Central West



Google Earth

Watauga ROW

Southwest

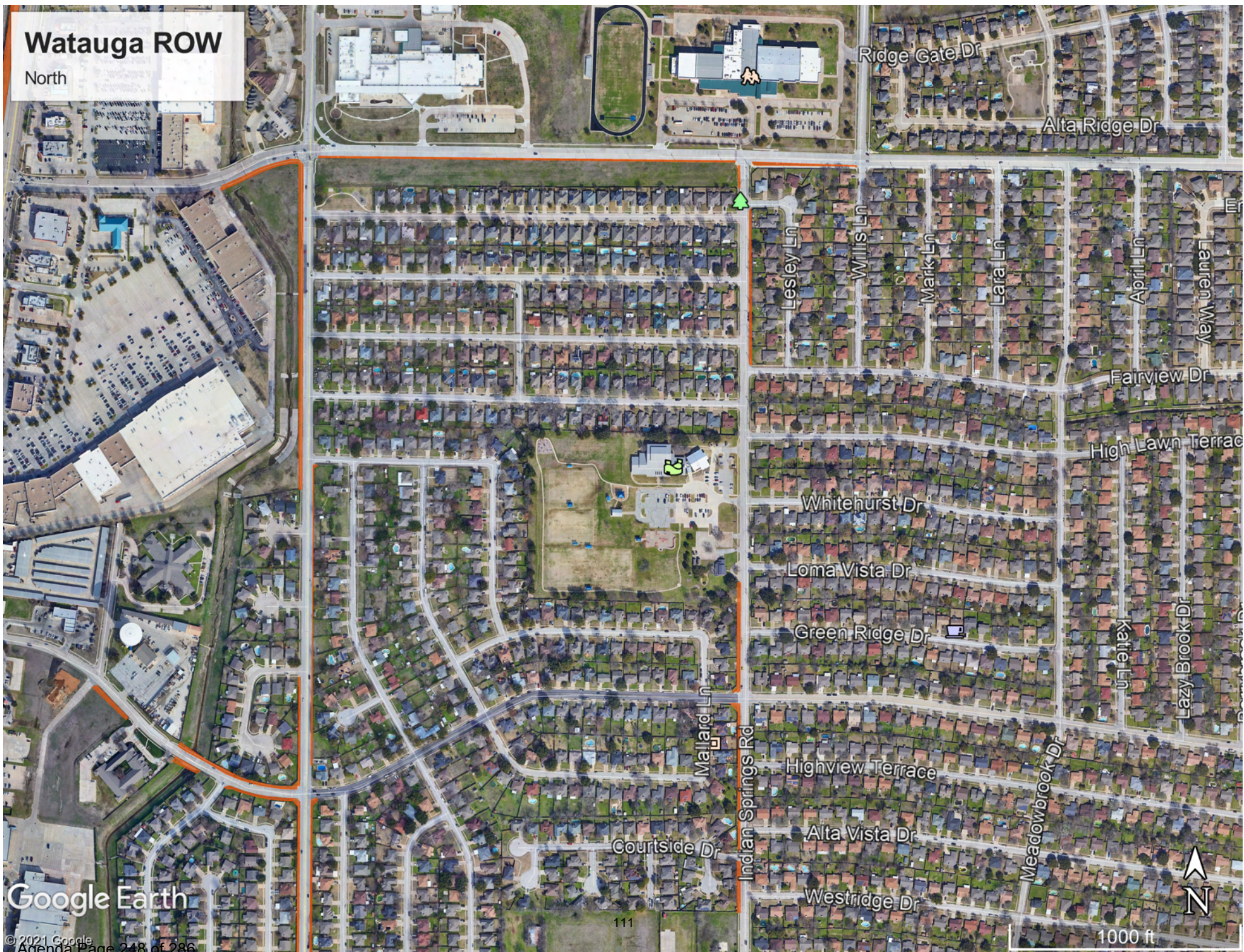


Google Earth

Watauga ROW

North

Google Earth



Watauga ROW

Central



Google Earth

Watauga ROW

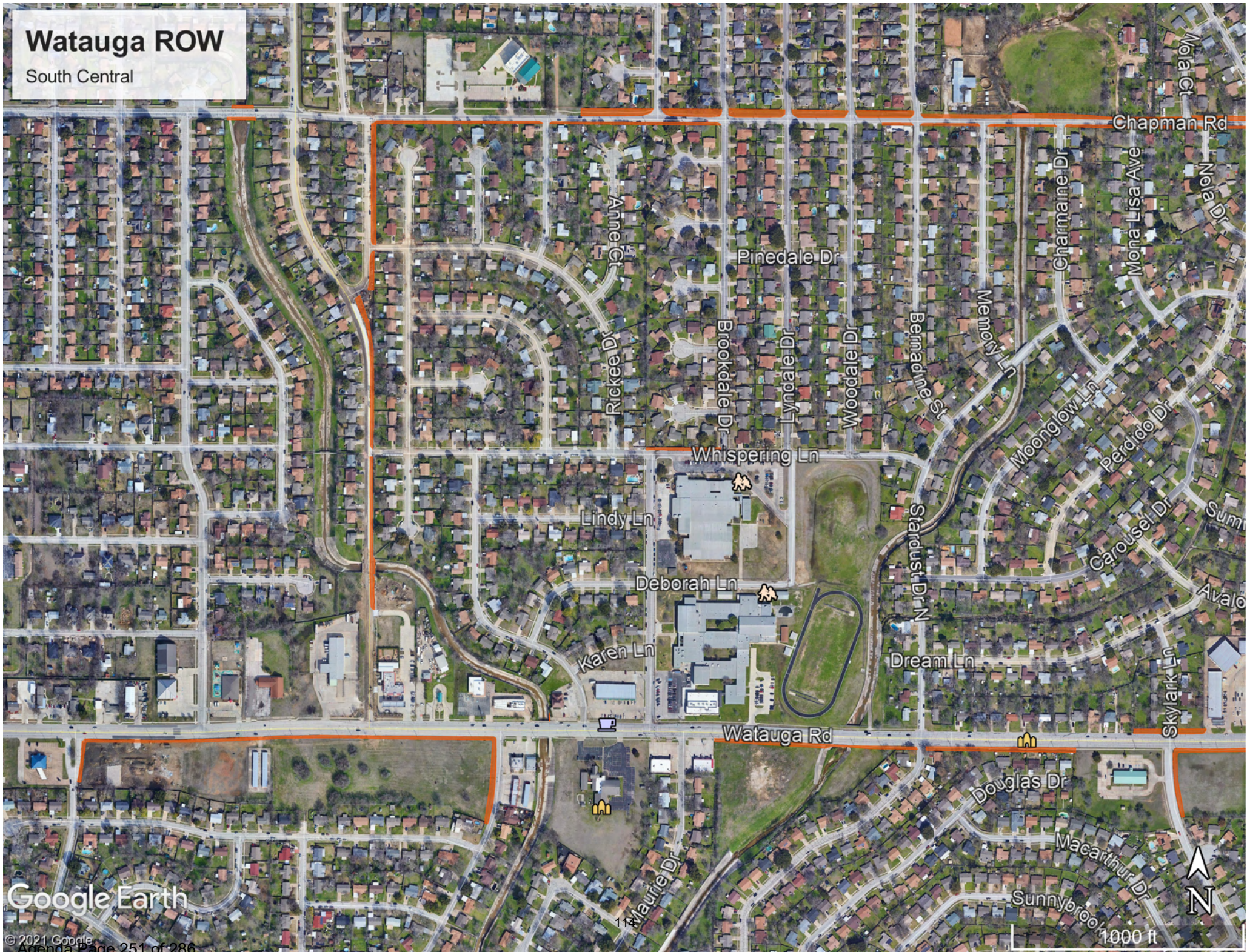
Central



Google Earth

Watauga ROW

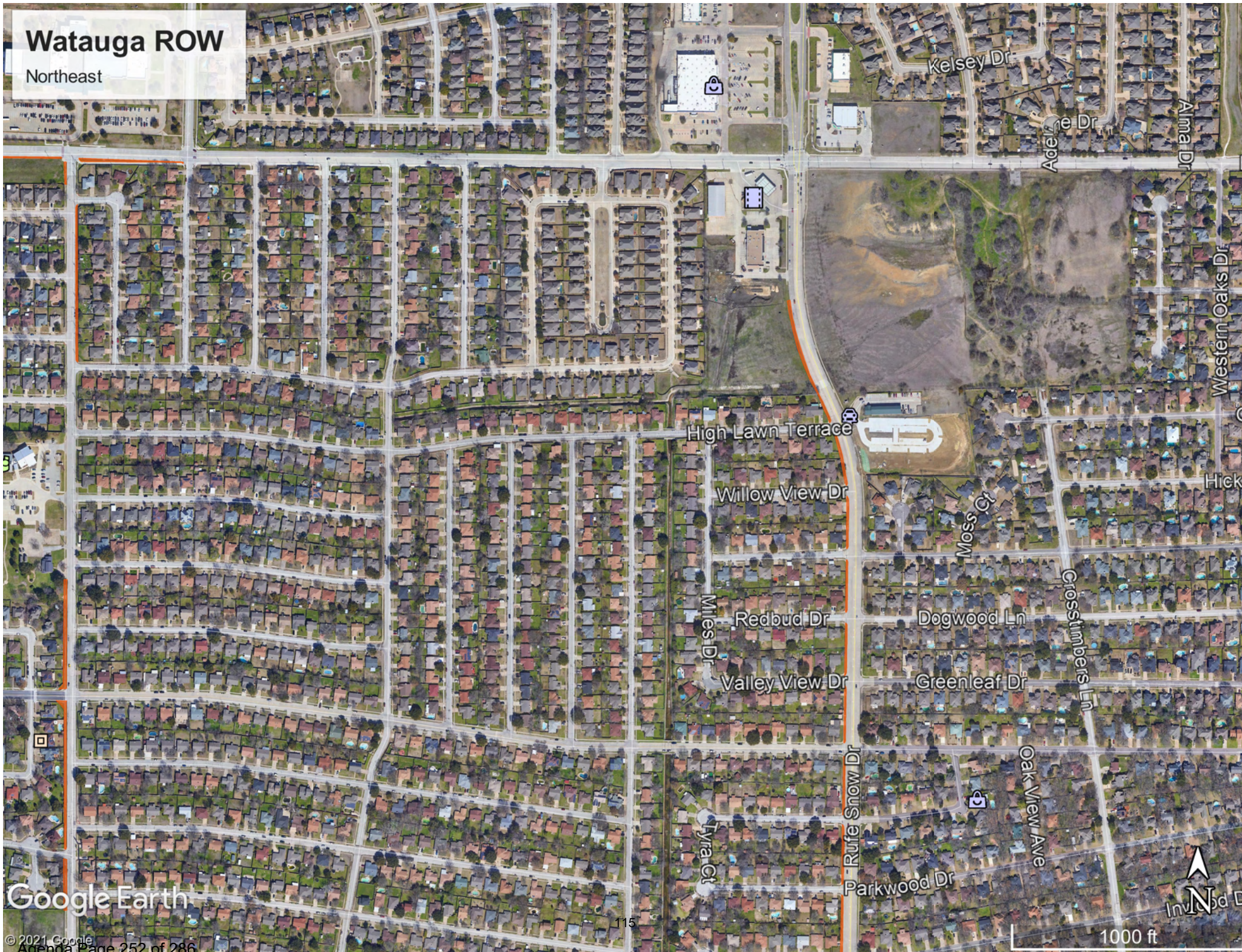
South Central



Google Earth

Watauga ROW

Northeast



Google Earth

Watauga ROW

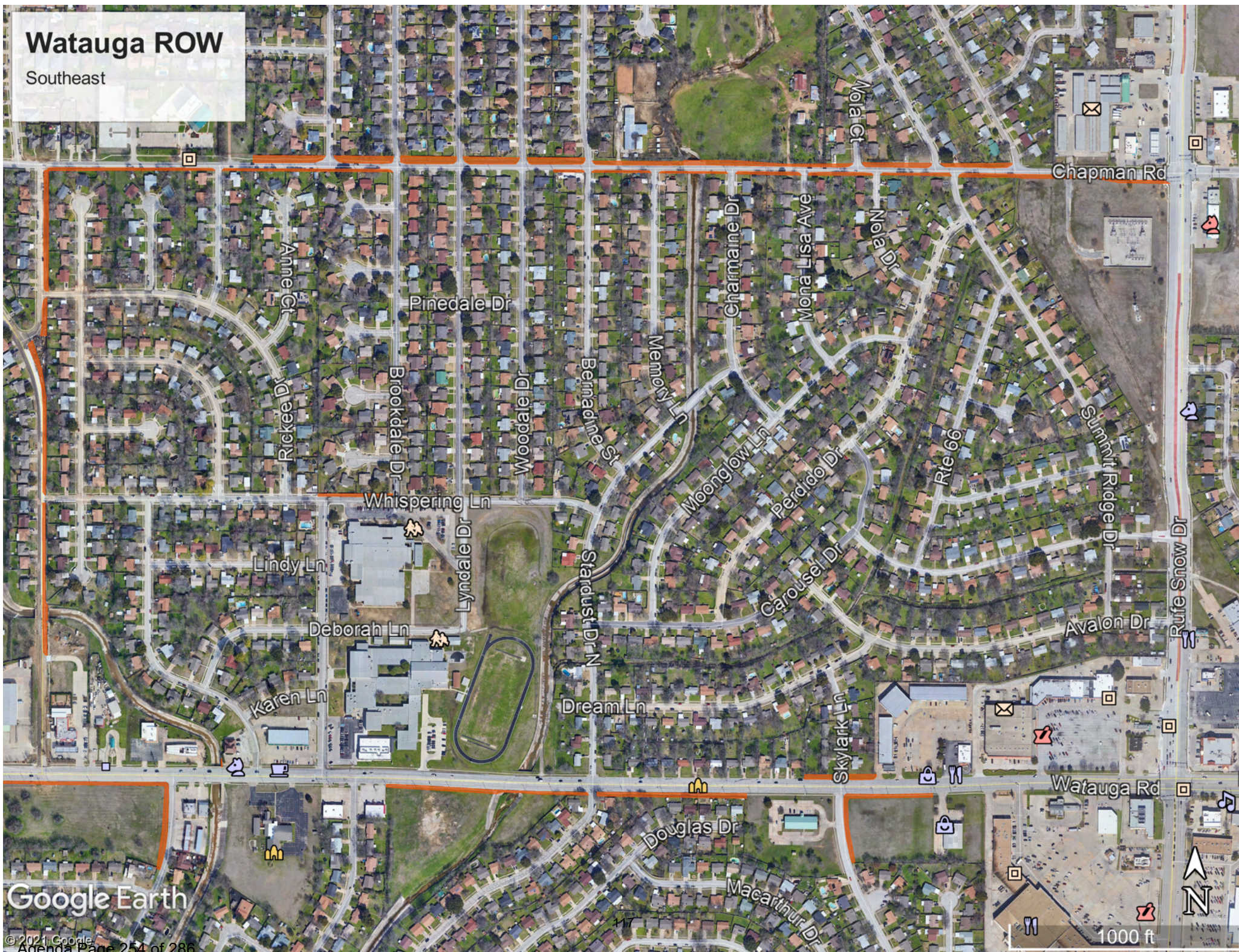
Central East



Google Earth

Watauga ROW

Southeast



Google Earth

PROPOSAL PRICING FOR WATAUGA RIGHT OF WAY AREAS

RIGHT Of WAYS:

Item #1 – Landscape and Tree Pruning \$_____ (dollars)

Item #2 – Mowing & General Maint. \$_____ (dollars)

Total Annual- RIGHT OF WAY AREAS: \$_____ (dollars)



Landscape Maintenance Manual Specifications Section

Storm Drainage Channels

SCOPE OF WORK

The following specifications are for city Earthen Channels.

Locations linear feet (LF) and square feet (SF) are approximate. It is recommended that contractor walk or drives these areas to verify the actual locations and size. Locations and measurements can be found in Appendix B.

GENERAL REQUIREMENTS

1. Fee Structure

- The Contractor shall provide all maintenance in conformance to these specifications billed monthly and shall not exceed the total costs provided in the original proposal amount.
- Work not provided for in these specifications shall be done when the City or its designee and Contractor agree in writing on scope of work and costs to the City, separate from monthly fee and maintenance services. City will provide a separate purchase order number for such work. Contractor shall be able to conduct these extra work tasks without impacting the quality of work within these specifications.
- City will pay contractor for work based on review and approval of weekly services checklist.
- All invoices shall be billed to the City of Watauga.

2. Contractors Obligations

- The Contractor shall provide all materials, equipment, and personnel needed to perform terms of the specifications. (Must complete Equipment List in Appendix A.)
- Regular maintenance personnel shall wear a uniform shirt that is neat, clean and presents a professional appearance.
- The Contractor shall designate in writing to the City one (1) on-site supervisor as his representative. This individual must be able to communicate in English and shall be able to effectively supervise the Contractor's on-site staff and communicate the various work procedures to the City. This individual must be able to make decisions on-site to address City's concerns in a timely manner.
- No member of Contractor's staff shall enter any building location except with written permission of the City.
- Insurance and other legal mandates for employees and temporary workers are the responsibility and obligation of the Contractor.
- The Contractor shall work, at all times, in compliance to laws and regulations of Federal, State, County, and local governments.
- **Contractor shall protect the general public from hazards and risk of injury. Post "Keep off" or other signs to notify all persons of hazards. Signs should read, "Falling Limbs", "Pesticide Applications", "Mowers Ahead", etc.**

- Barricade or mark boundaries of area where work is a hazard to all persons.
- Provide a 24-hour minimum notice to City representative and obtain City's written approval before doing hazardous work, such as tree pruning and application of pesticides and fertilizers, unless deemed an emergency, i.e., hazardous tree limbs. Notice shall include kind of work, location, time period of activity, names, description, and quantities of chemicals to be applied. Materials safety data sheets must be provided for all chemicals prior to application.
- Contractor shall provide, as part of the monthly service fee, all tools, equipment, fertilizers, soil amendments, and pesticides as necessary for maintenance of all areas at a high standard of quality.

3. Municipal Environmental Policy

- The City of Watauga is pro-active on environmental and recycling issues. The City requires suppliers to be pro-active concerning these same issues.
- Only slow-release type fertilizer is to be used.
- Recycle of disposed clippings are encouraged.
- Any other activities that may be taken to protect the environment or recycle are encouraged.
- Minimize/ prevent runoff of fertilizers into the storm drain system.

GENERAL MAINTENANCE GUIDELINES

1. Quality Control

- The Contractor must provide daily inspections by a manager level supervisor each workday to ensure tasks are completed according to specifications. Said supervisor must resolve any incomplete tasks within 24 hours of said work.
- The Contractor will be responsible for bi-weekly inspection of the entire property and the performance of all items required and referred to in these specifications. The goal of bi-weekly inspection is to identify possible cultural, insect, or disease problems before significant damage occurs. In addition, accurate records of previously used control methods are important in determining which control methods are effective. Name and location of unsightly, unshapely, unhealthy, or in any way abnormal plants shall be recorded in the Bi-Weekly Maintenance Worksheets. In addition, information shall also include any treatments being used in an attempt to ameliorate the problem.
- **The Contractor and City representative shall be required to discuss all maintained areas under this contract on a bi-weekly basis. Date and time will be determined upon approval of contract.** Representative must have no less than 48 hours' notice if there is a need for re-scheduling. All inspections by owner will proceed as scheduled with or without the attendance of the Contractor.
- During the inspection, the City will compile a list of the landscape related items that should be performed before the next grounds inspection walk.

- The Contractor will also be responsible for notifying the City through the Bi-weekly Maintenance Worksheet of any problems. This worksheet must be emailed to the City on the day of the maintenance visit. Any items not called to the attention of the Owner that result in damage to the property shall be the liability of the Contractor.

2. Damage and Injury Control for Channels

- Prevent spillage of chemicals onto soil, turf, and other plants.
- Never tilt a machine to an angle so that gasoline, oil, fertilizer, pesticide, soil amendment, chemical solution, or dry granules will spill.
- Never fill nor empty a container for holding chemicals that is on the lawn, or a soil to grow plants, or on a place where a chemical can run off onto soil or into lakes, leach into soil, or blow onto soil for ornamental plants or onto ornamental vegetation. Protect concrete surfaces from spills that could permanently stain the surface.
- Wounding of shrubs and trees by mower, trimmers, and equipment **must** be prevented.

LINE ITEM SPECIFICATIONS

ITEM #1 – Mowing and Trimming of Storm Drainage Channels

Mowing and or Trimming

- Mowing days shall be as follows or as approved by City:
Monday-Friday
All mowing and general maintenance is to be completed by 5:00 p.m.
- Trimming along fence lines shall be done in a way to not damage private property Owner's fence.
- Maintain channel vegetation at a height less than 4 inches during growing season, or as otherwise designated by the City.
- Clippings shall not be permitted to accumulate or stack against a Private Property Owner's fence.
- Vegetation shall not be allowed to grow into walks, curbs, or drives.
- Contractor shall instruct staff to yield to pedestrians and wildlife, disengage equipment PTO, and cease string-trimming or blowing while pedestrians/wildlife are present in the immediate area of work.
- Edging is to be performed with a string-line trimmer around all turf perimeters and along all walks and curbing. **All completed edges will have a perpendicular appearance between turf and hard edges, and turf and bed lines. An angled or**

beveled appearance is unacceptable. All edges, cracks and crevasses shall be blown clean to prevent grass clipping accumulation.

- All expansions joints, bridge abutments, light poles, signs, irrigation control boxes and equipment, irrigation valve box covers, trees and other maintenance barriers that fall within these designated grounds maintenance areas will also require trimming of grass and weeds on the specified maintenance schedule unless otherwise specified by the Public Works Superintendent.
- The contractor shall maintain all properties with water features up to the water's edge.
- All areas of sidewalks, spillways, bridges, parking lots, curb lines along streets are to be blown off and debris removed when finished mowing and trimming. Under no circumstances should any clippings, material, or trash be blown back into grass that results in clumping or debris accumulation.
- Contractor is to report any issues that can block storm water drainage such as downed limbs, trees and foreign objects in channels.

Sanitation and Trash Collection

- Trash and debris shall be removed and legally disposed of off City property.

Remove conspicuous accumulations of clippings, leaves, flowers, soil, and synthetic materials (cans, etc.) from pavement, sidewalks, turf, groundcovers, and other areas.

Small, inconspicuous cover of flowers, leaves, and twigs on soil, other than pavements or lawns, may remain as natural mulch.

- Sidewalks and large concrete areas are to be cleaned bi-weekly and kept free of trash, debris and grass/weeds growing in cracks. This shall include bi-weekly blowing after any mowing or trimming.
- All debris resulting from the removal of trash is to be collected and disposed of off-site.
- Blowers shall not be used on the project except to gather trash into one area for further pickup by other means. Under no circumstances will they be used to blow clippings and other debris into lakes, parking areas, curb edges, canals, storm drains or streets. The Contractor must immediately remove any material that finds its way into the lakes, parking areas, curb edges or streets.
- Contractor shall pick up all trash build up in lawn, landscape bed, canals, and drainage areas prior to mowing grass and disposed of off-site. Do not mow over trash.
- Any damage resulting from Force Majeure requiring the use of dumpsters or large equipment will be an additional cost to the City and a separate purchase order issued. This is not considered under a bi-weekly trash clean-up item and related to heavy seasonal rains. City will determine the necessity of a dumpster.

Chemical Control

- **Chemical control of vegetation is strictly prohibited; all control shall be done by mechanical means of trimming and mowing.**

Bi-WEEKLY LANDSCAPE MAINTENANCE CHECKLIST

Dates in effect:

From: _____ To: _____

Maintenance Company: _____

Supervisor: _____

I. SUBMITTAL FOR PAYMENT

- ☐ No exceptions taken
 - ☐ Revise and resubmit for payment
 - ☐ Rejected- make corrections and resubmit for Approval
-

1. Mowing

1.	Mow	
2.	Edge/ Trim	
3.	Weed Control	
4.	Drainage	
5.	Drains/ Grates	
6.	Trash Pickup	
7.	Bare Spots	

APPENDIX A

**USE THIS FORM ONLY
EQUIPMENT LISTING TO BE
USED FOR WATAUGA LANDSCAPE MAINTENANCE CONTRACT
CITY OF WATAUGA, TEXAS**

	ITEM	YEAR	MODEL/MAKE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

*Note: Additional copies of this form may be made if necessary

APPENDIX B Location Maps

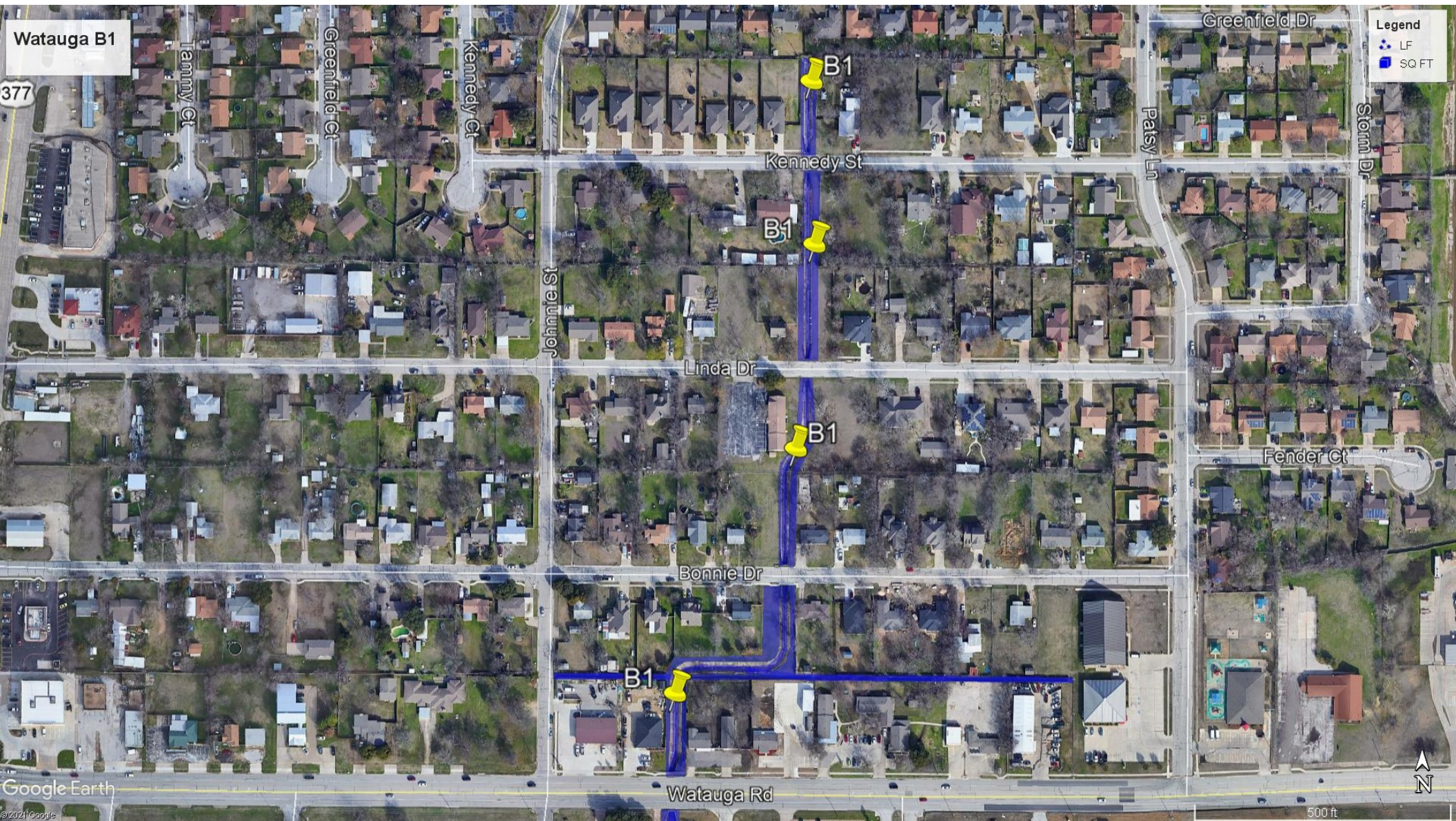
Channel B1	2,320 Linear Feet / 40,650 Square Feet
Channel B2	2,470 Linear Feet / 77,580 Square Feet
Channel B-3a	3,220 Linear Feet / 145,600 Square Feet
Channel D1	2,320 Linear Feet / 85,090 Square Feet
Channel D2	2,500 Linear Feet / 8,500 Square Feet
Channel E2	3,000 Linear Feet / 64,530 Square Feet
Channel E3	1100 Linear Feet / 32,470 Square Feet
Channel F1	2400 Linear Feet / 136,480 Square Feet
Channel F2	775 Linear Feet / 40,870 Square Feet
Channel F3	650 Linear Feet / 26,880 Square Feet
Channel G2	675 Linear Feet / 58,970 Square Feet
Channel Starnes/Life Tabernacle	500 Linear Feet / 7430 Square Feet

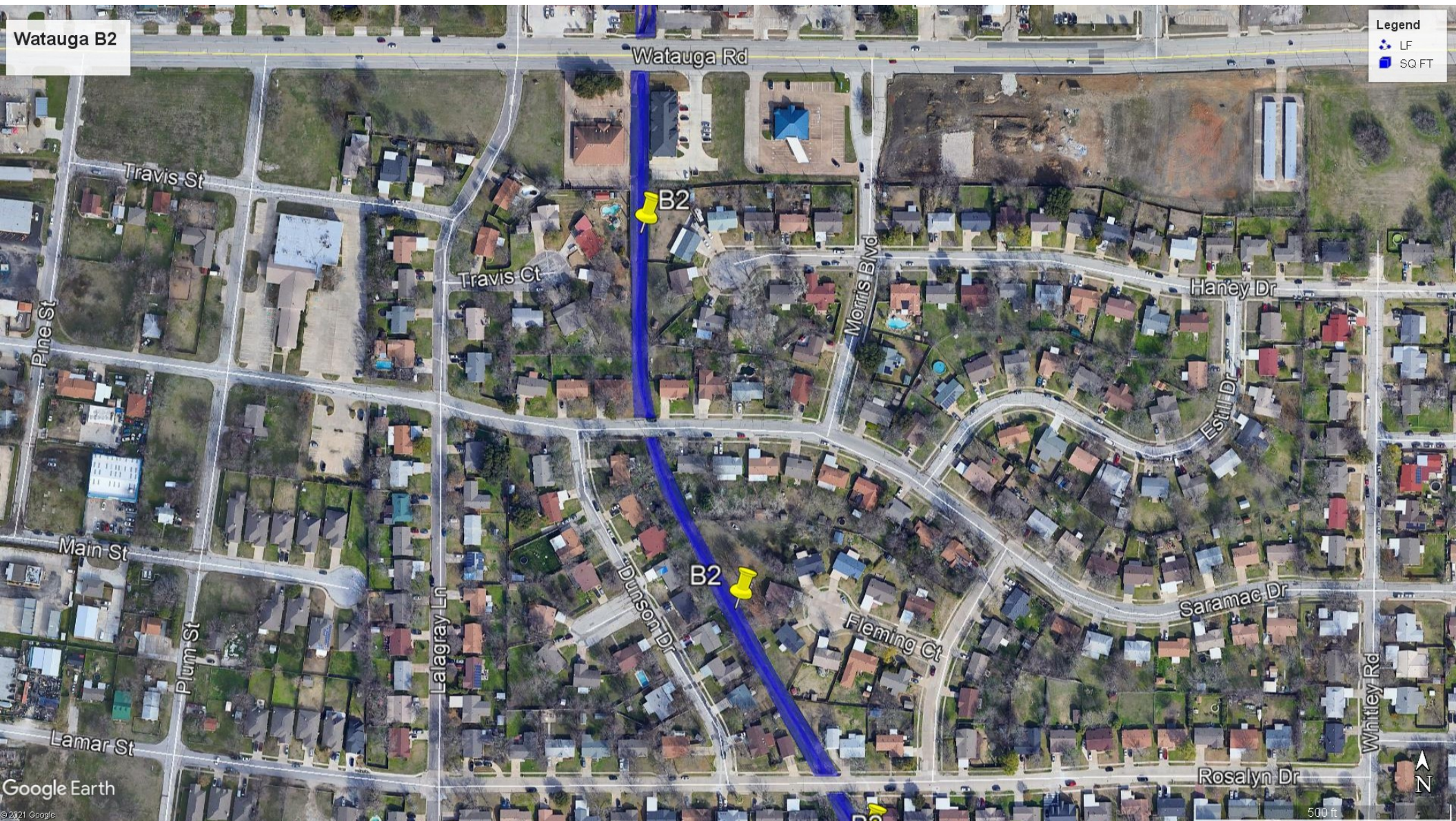
MAPS

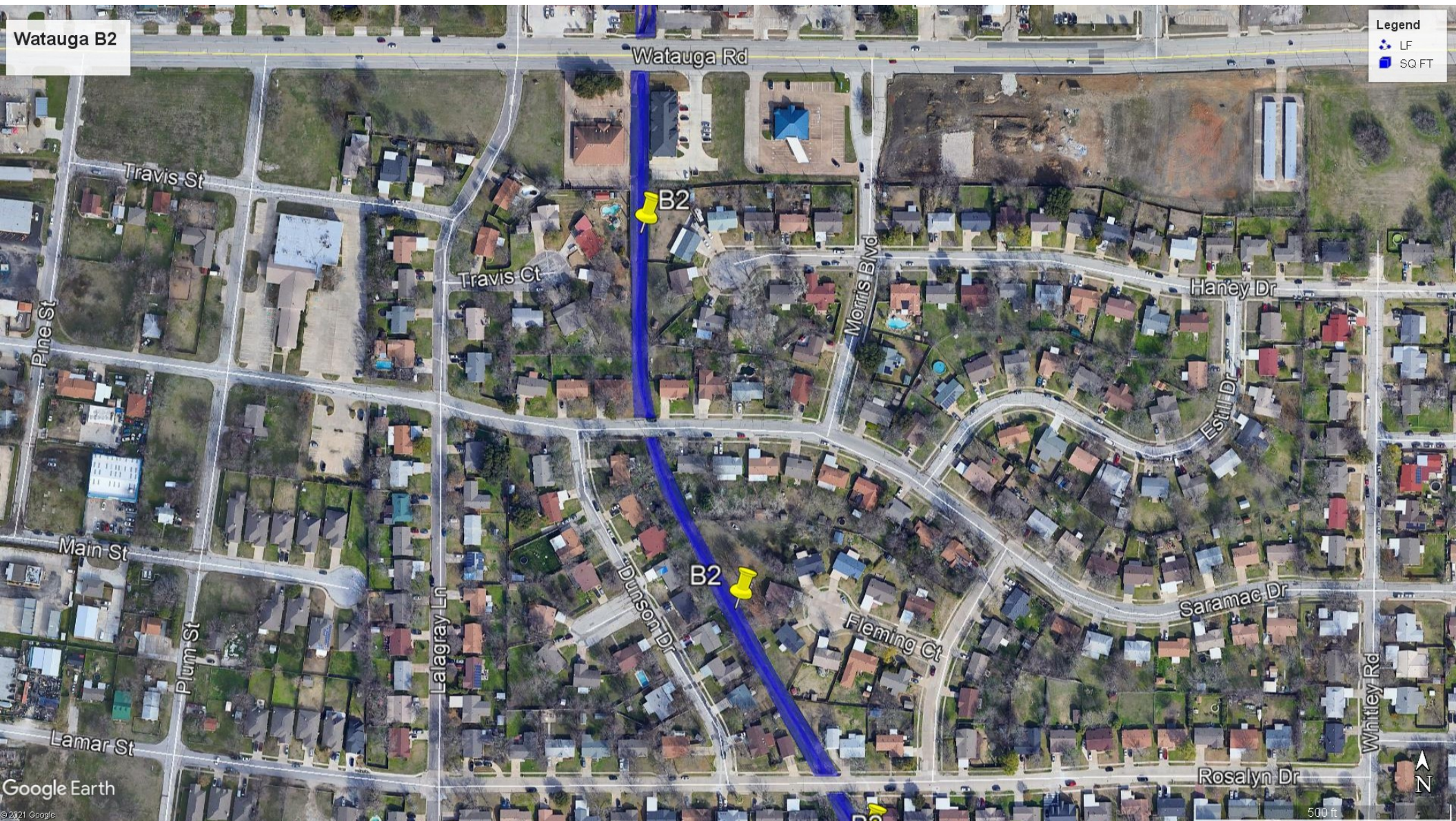
Website link to download Google Earth Map to view Channel Locations:

Must have access to Google Earth to view maps, please type in link to open zip folder.

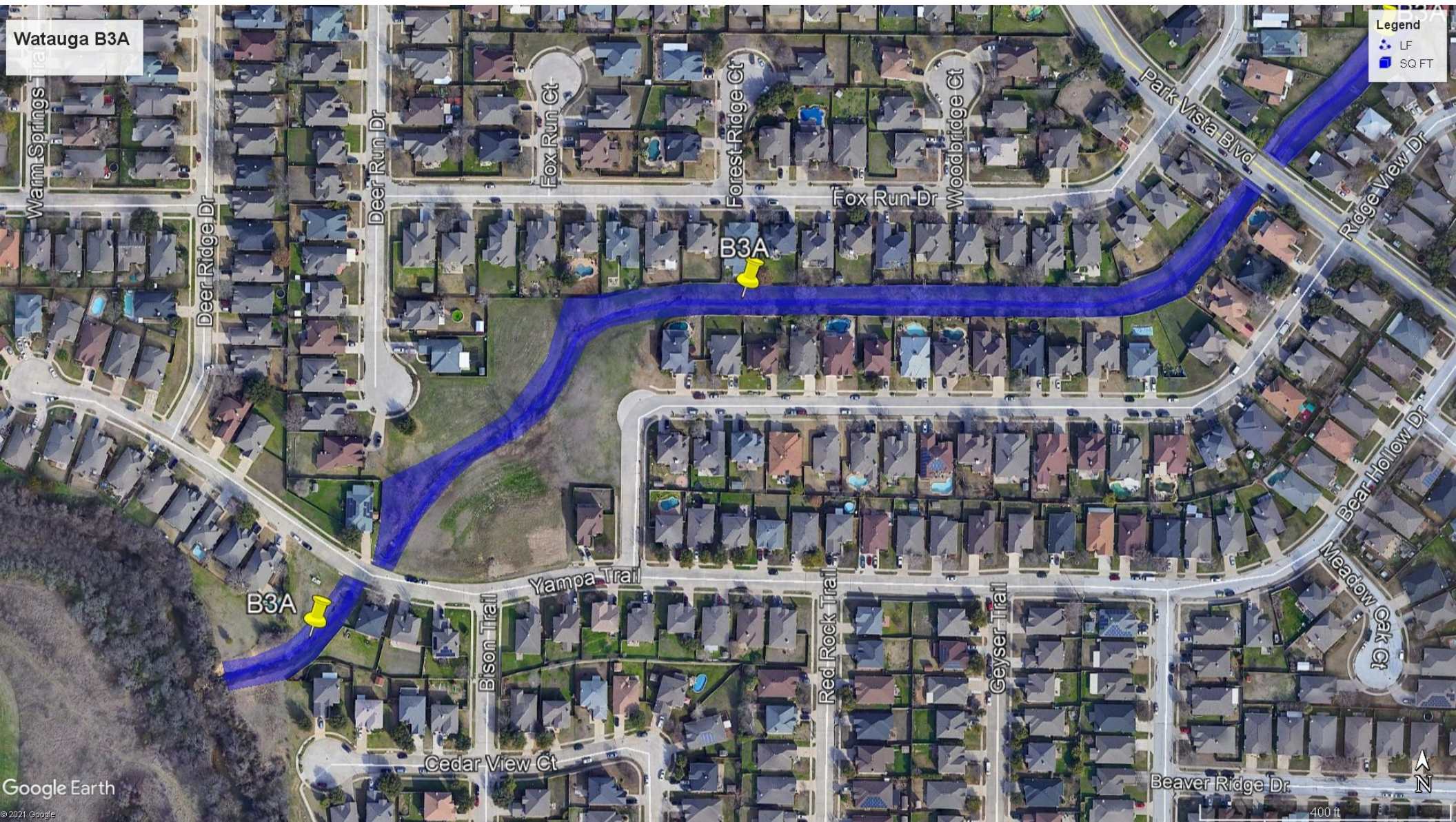
www.cowtx.org/wataugapwbid

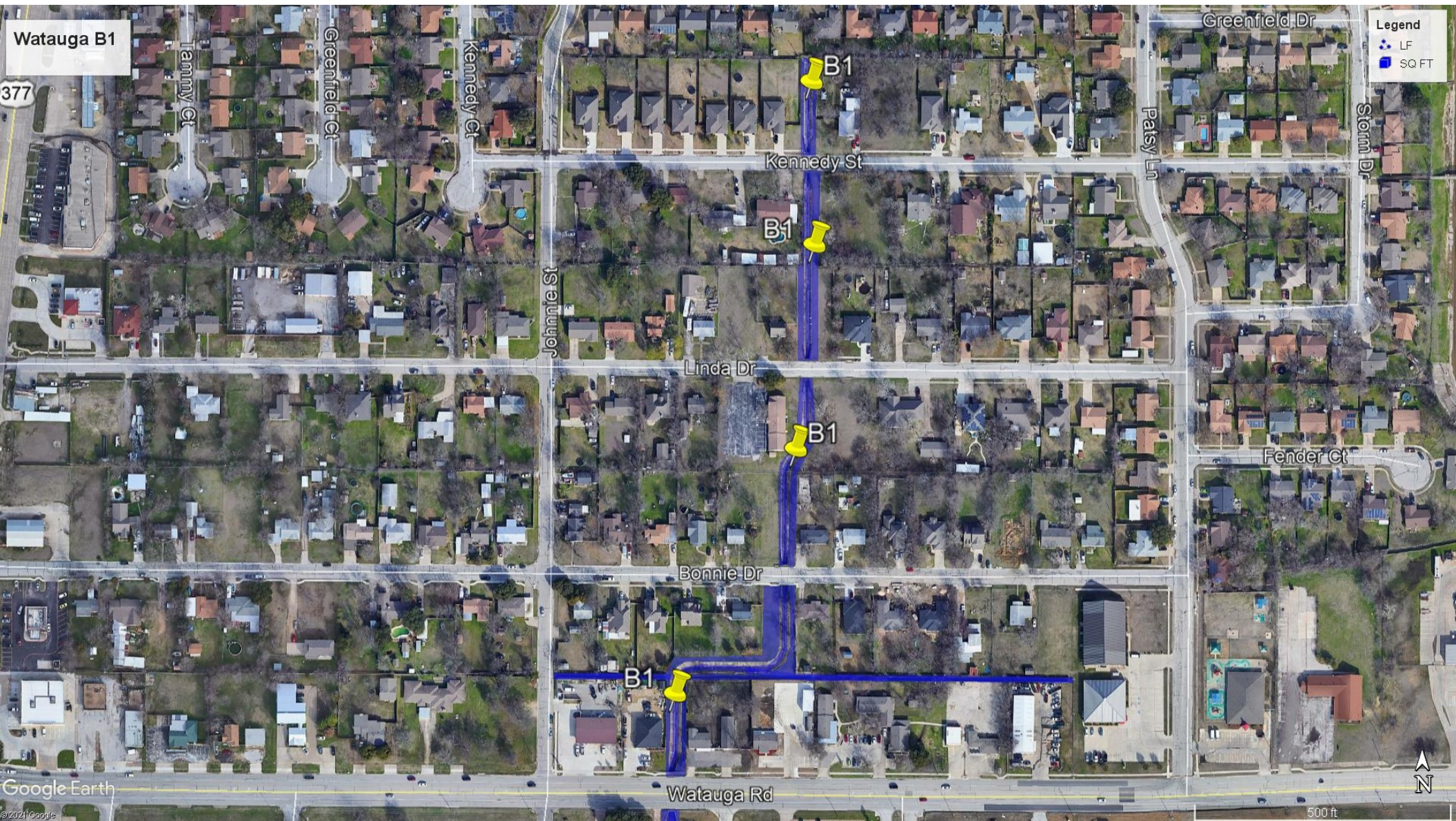


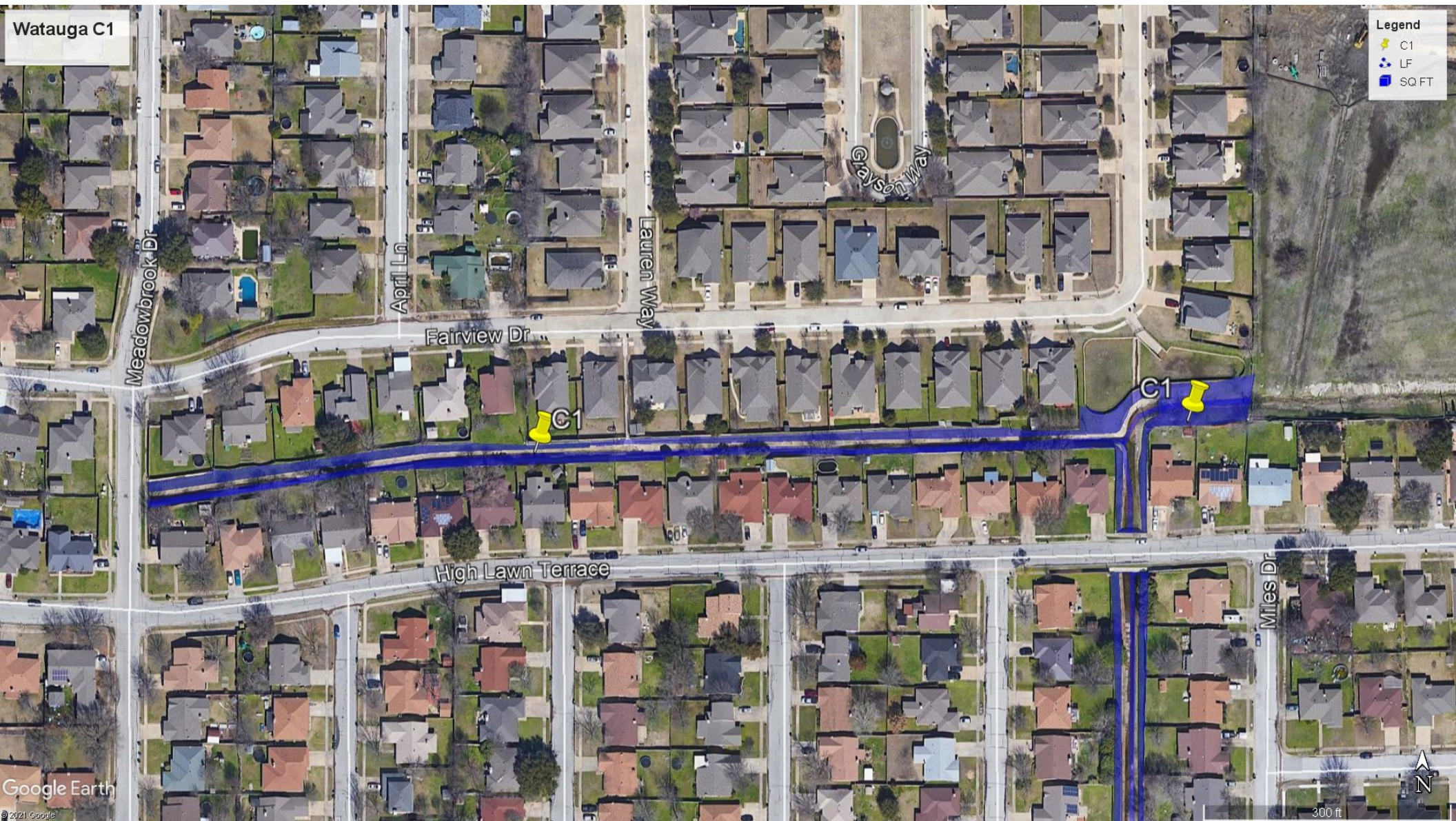


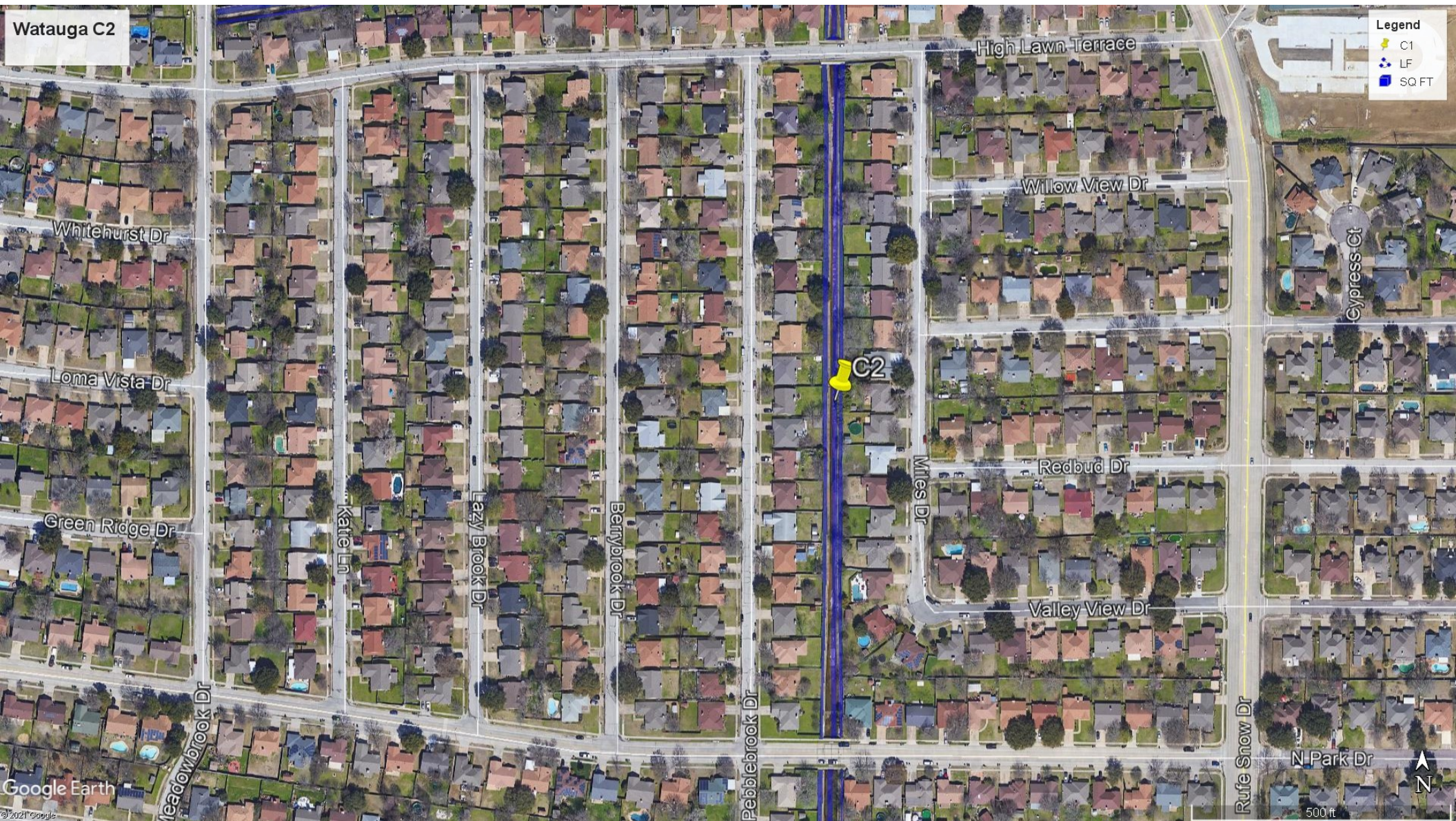


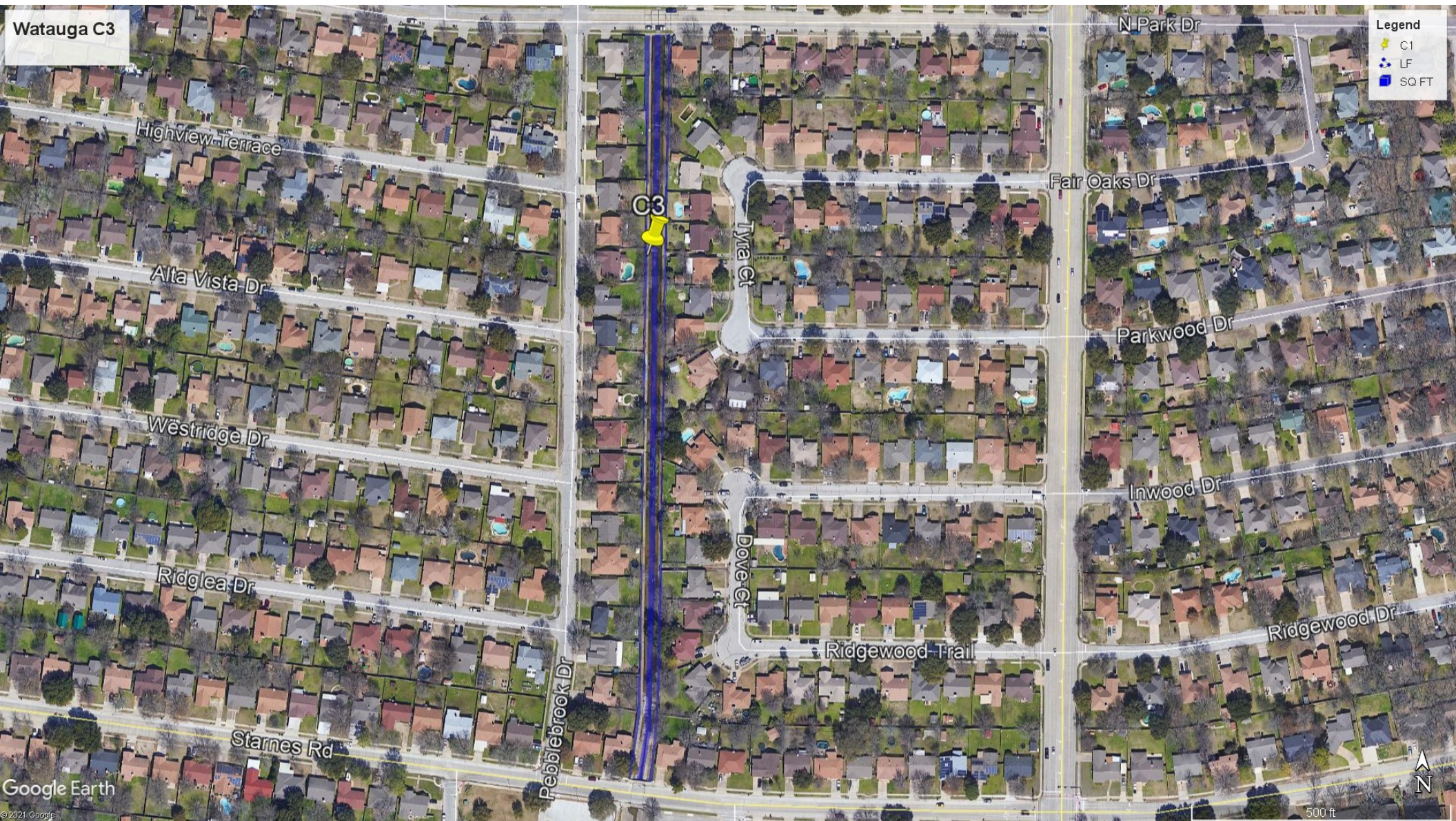






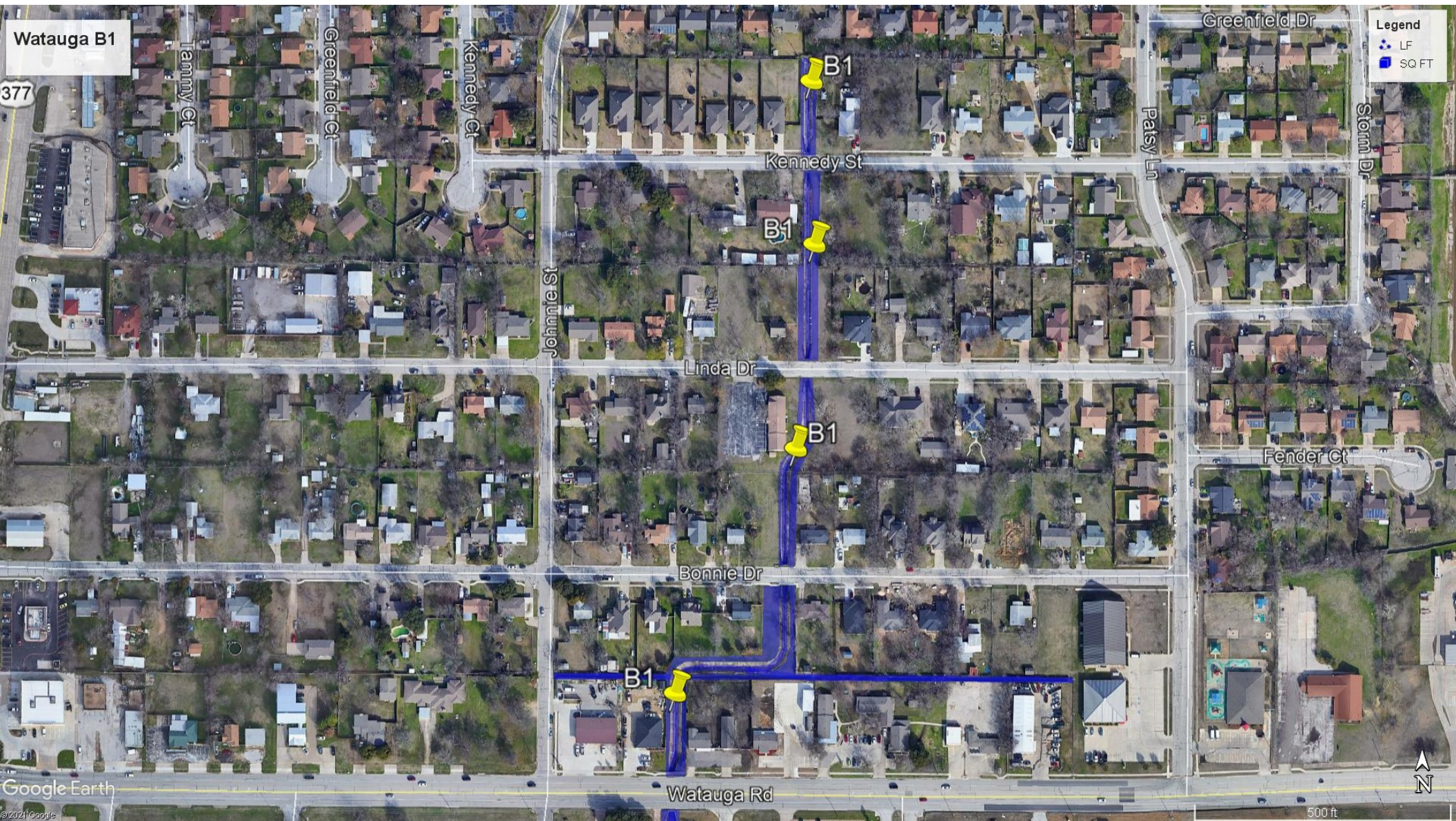


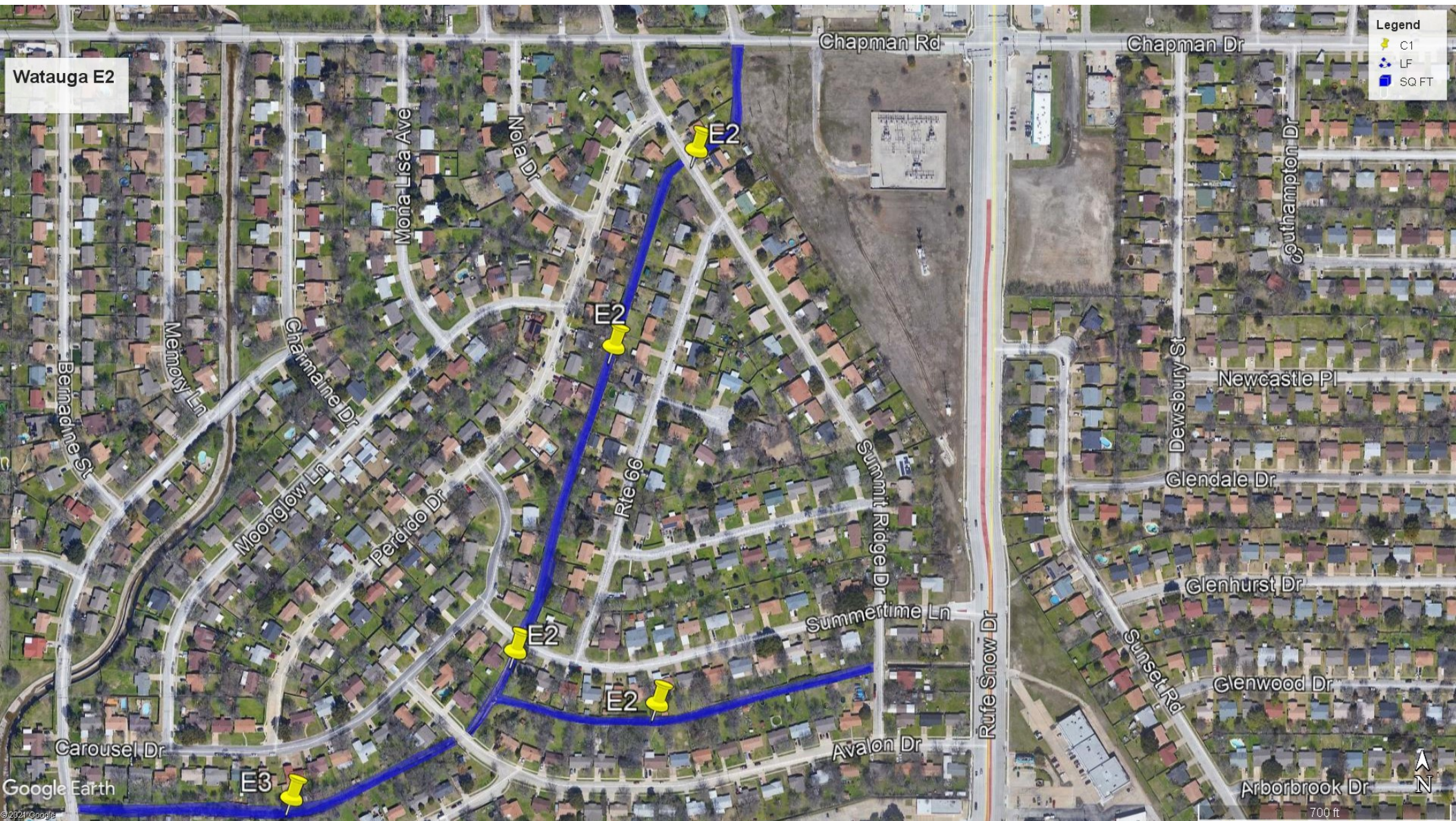






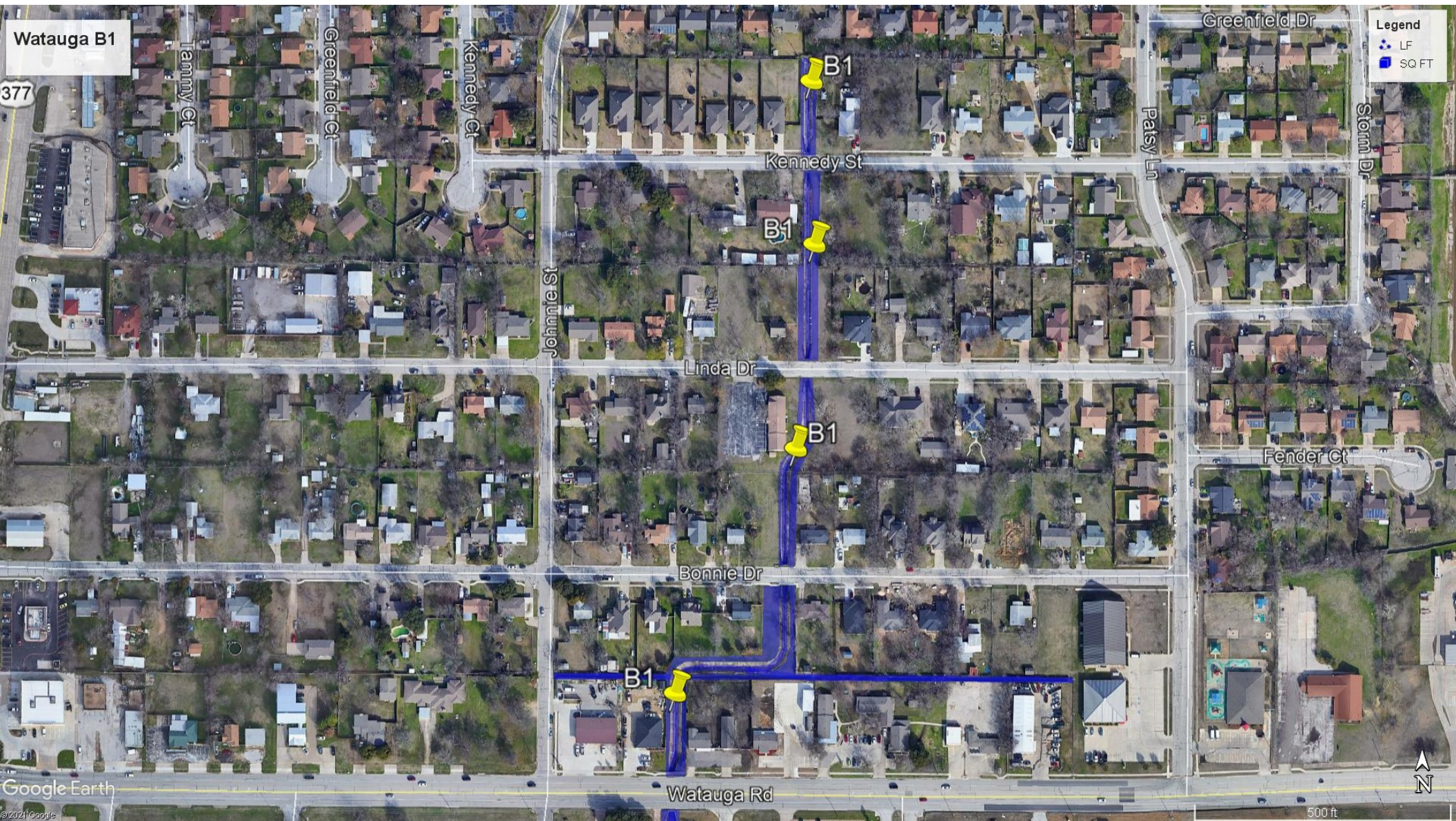


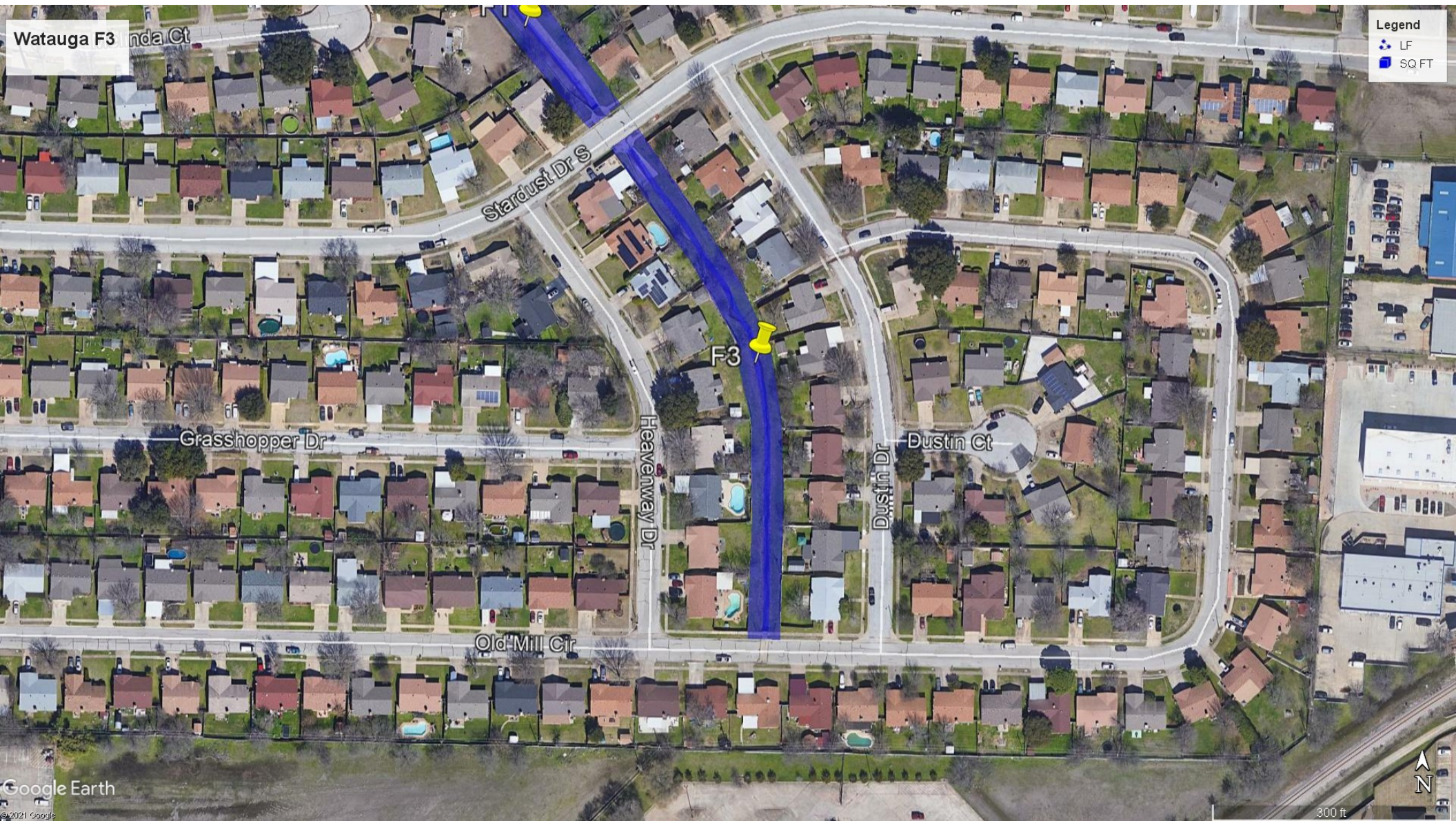


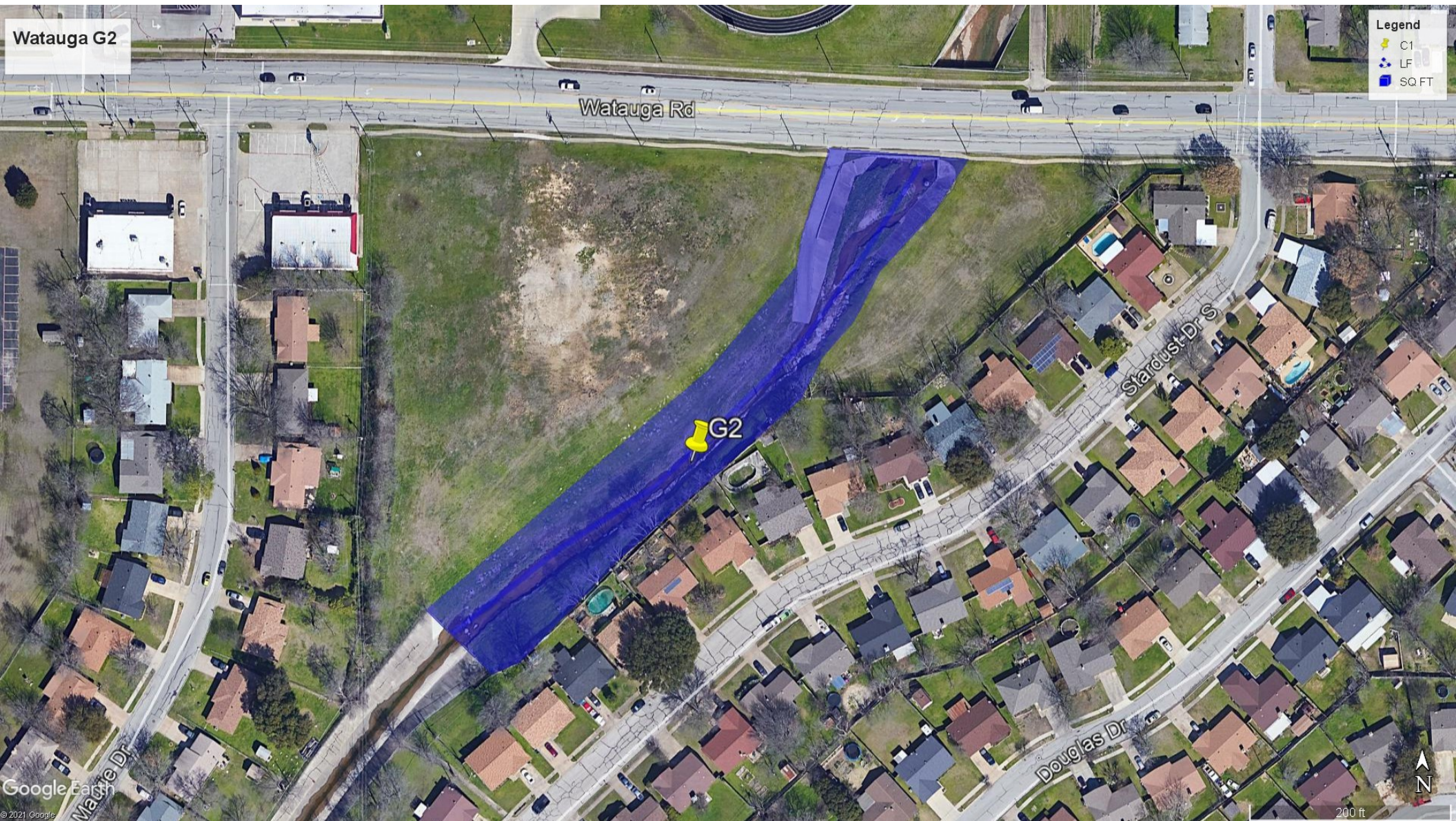


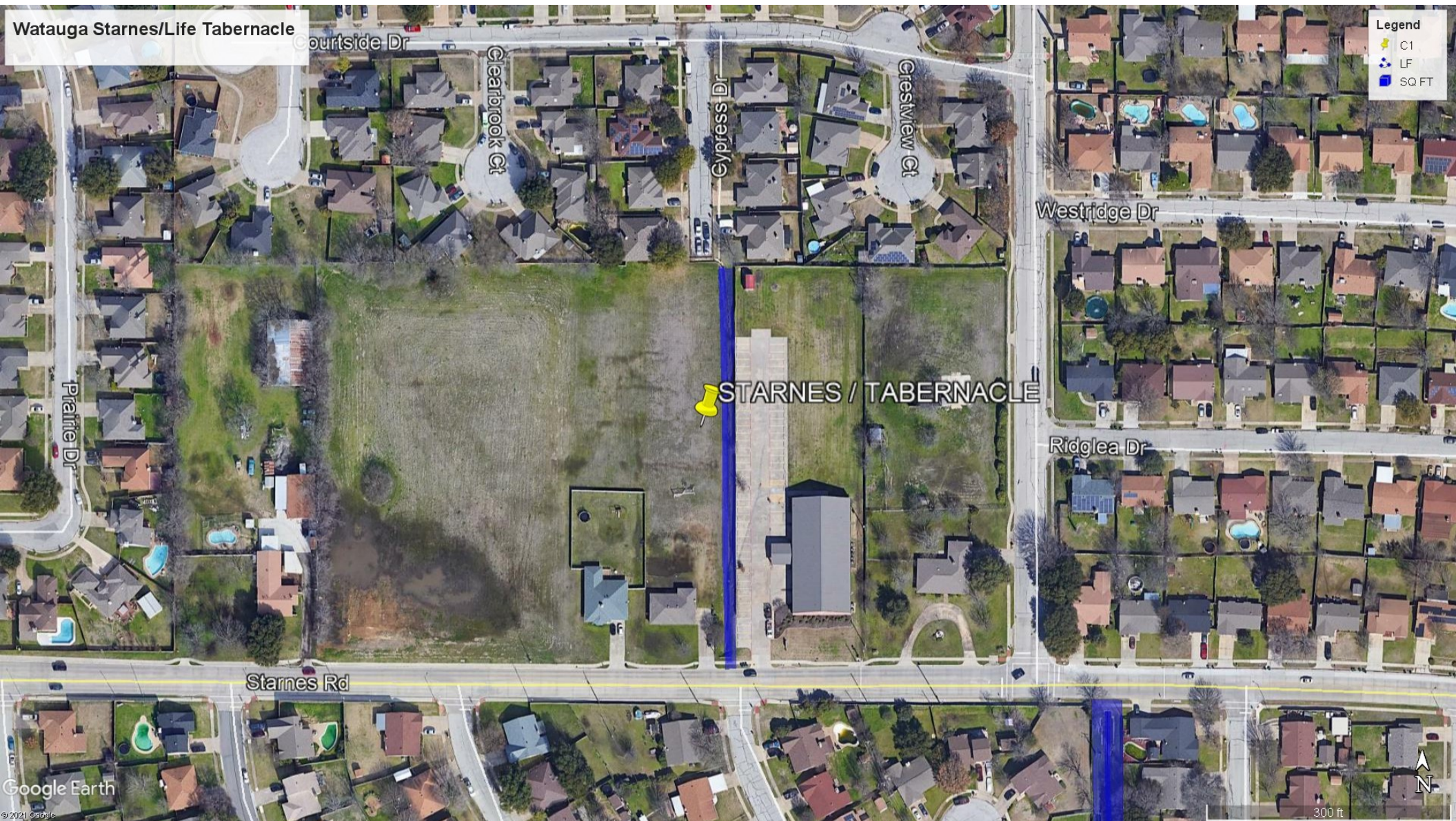












PROPOSAL PRICING FOR WATAUGA STORM DRAINAGE CHANNELS

STORM DRAINAGE CHANNELS:

Item #1 – Mowing & General Maint. \$_____ (dollars)

Total Annual- STORM DRAINAGE CHANNELS: \$_____ (dollars)



AGENDA MEMORANDUM

DATE: July 9, 2021

TO: Honorable City Council Members

FROM: Arthur Miner, Mayor

SUBJECT: Discuss and consider action to authorize the Finance Department to conduct a request for proposals, or alternative procurement method considered appropriate for legal services

BACKGROUND/INFORMATION:

The Watauga City Charter includes Sec. 8.04. - City attorney.

The mayor shall recommend the appointment of a competent and duly licensed attorney practicing law in the State of Texas who shall be the city attorney.

Conducting a request for proposals or other approved form will allow me to seek information that will aid in making a recommendation to the City Council and allow me to meet the Council request recently made in a closed session.

FINANCIAL IMPLICATIONS:

Advertisement fees associated with the procurement process will be minimal and sufficient funds exist in the budget.

RECOMMENDATION/ACTION DESIRED:

The Mayor respectfully requests the City Council authorize the Finance Department to conduct a RFP or alternative procurement method for legal services that allows the Mayor to conduct his duties under the City Charter.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

George Hyde, Legal
Andrea Gardner, City Manager
Raquel Guajardo, Deputy City Secretary
Approved as to form for inclusion on Agenda

Approved - 7/9/2021
Approved - 7/9/2021
Final Approval - 7/9/2021



AGENDA MEMORANDUM

DATE: July 7, 2021

TO: Honorable City Council Members

FROM: Andrea Gardner, City Manager

THROUGH:

SUBJECT: Pursuant to Texas Government Code Section 551.071 and 551.087, the Watauga City Council will meet in Executive Session to seek legal advice and deliberate on economic development negotiations with Smit Shah

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. 380 Application Received June 1 2021

REVIEWED BY:

George Hyde, Legal
Andrea Gardner, City Manager
Raquel Guajardo, Deputy City Secretary
Approved as to form for inclusion on Agenda

Approved - 7/9/2021
Approved - 7/9/2021
Final Approval - 7/9/2021