



AGENDA
WATAUGA CITY COUNCIL
REGULAR MEETING
MONDAY, MARCH 14, 2022
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. Tarrant County to Present to the Watauga Library the 2020 Coronavirus Pandemic book
Lana Ewell, Director of Library Services
2. Presentation of Service Awards for City of Watauga Employees celebrating a Milestone Anniversary during the month of March

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 to approve the Monthly Financial Report for the period ending January 31, 2022
Sandra Gibson, Director of Finance
2. Consider action to authorize the expenditure of the High Density Mineral Bond Seal Program by Andale Construction, Inc. pursuant to the Interlocal Agreement with the City of Hurst for cooperative purchasing of goods and services.
Paul Hackleman, Director of Public Works
3. Consideration of an Interlocal Agreement for pavement striping of North Park Drive between Tarrant County and the City of Watauga
Paul Hackleman, Director of Public Works
4. Discuss and consider action to authorize the expenditure for the HVAC replacement at Public Works by A&G Services available through cooperative purchasing
Paul Hackleman, Director of Public Works

PUBLIC HEARINGS / ACTION

ACTION ITEMS

1. Discuss and consider action to declare City Council Place 2 vacant in accordance with Section 3.05 of the Watauga City Charter.
Arthur Miner, Mayor
2. Discuss and consider action on the Appointment to Place 2 of the City Council as per Article III, Section 3.05 of the City Charter.
3. Discuss and consider action on the appointment to Place 5 of the City Council as per Article III, Section 3.05 of the City Charter
Arthur Miner, Mayor
4. Discuss and consider action on convening the Charter Review Commission
Arthur Miner, Mayor
5. Discuss and consider action to approve a resolution to accept the Annual Audit and Single Audit for the period October 1 - September 30, 2021
Sandra Gibson, Director of Finance
6. Consideration of an Interlocal Agreement to accept \$800,000 in funding through the 2006 Tarrant County Transportation Bond Program for Whitley Road 4 between Tarrant County and the City of Watauga
Paul Hackleman, Director of Public Works
7. Discuss and Consider action to cancel the Special Election to fill the Place 5 vacancy on the Watauga City Council.
Linda Proskey, City Secretary
8. Discuss and consider action on appointment to the Parks Advisory Board in accordance with the City Charter Chapter 2 - Ordinance 2021-038
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:

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, Linda Proskey, 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 March 11, 2022, before 6:00 p.m., in accordance with Chapter 551 of the Texas Government Code.


Linda Proskey, City Secretary



AGENDA MEMORANDUM

DATE: January 21, 2022
TO: Honorable City Council Members
FROM: Lana Ewell, Director of Library Services
THROUGH: Lana Ewell, Director of Library Services
SUBJECT: Tarrant County to Present to the Watauga Library the 2020 Coronavirus Pandemic book

BACKGROUND/INFORMATION:

Mary Louise Nicholson, Tarrant County Clerk to present to Library Director Lana Ewell the Tarrant County Coronavirus Pandemic book

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. City Presentation FINAL

REVIEWED BY:

Lana Ewell, Director of Library Services

Joshua Jones, City Manager

Linda Proskey, City Secretary

Approved as to form for inclusion on Agenda

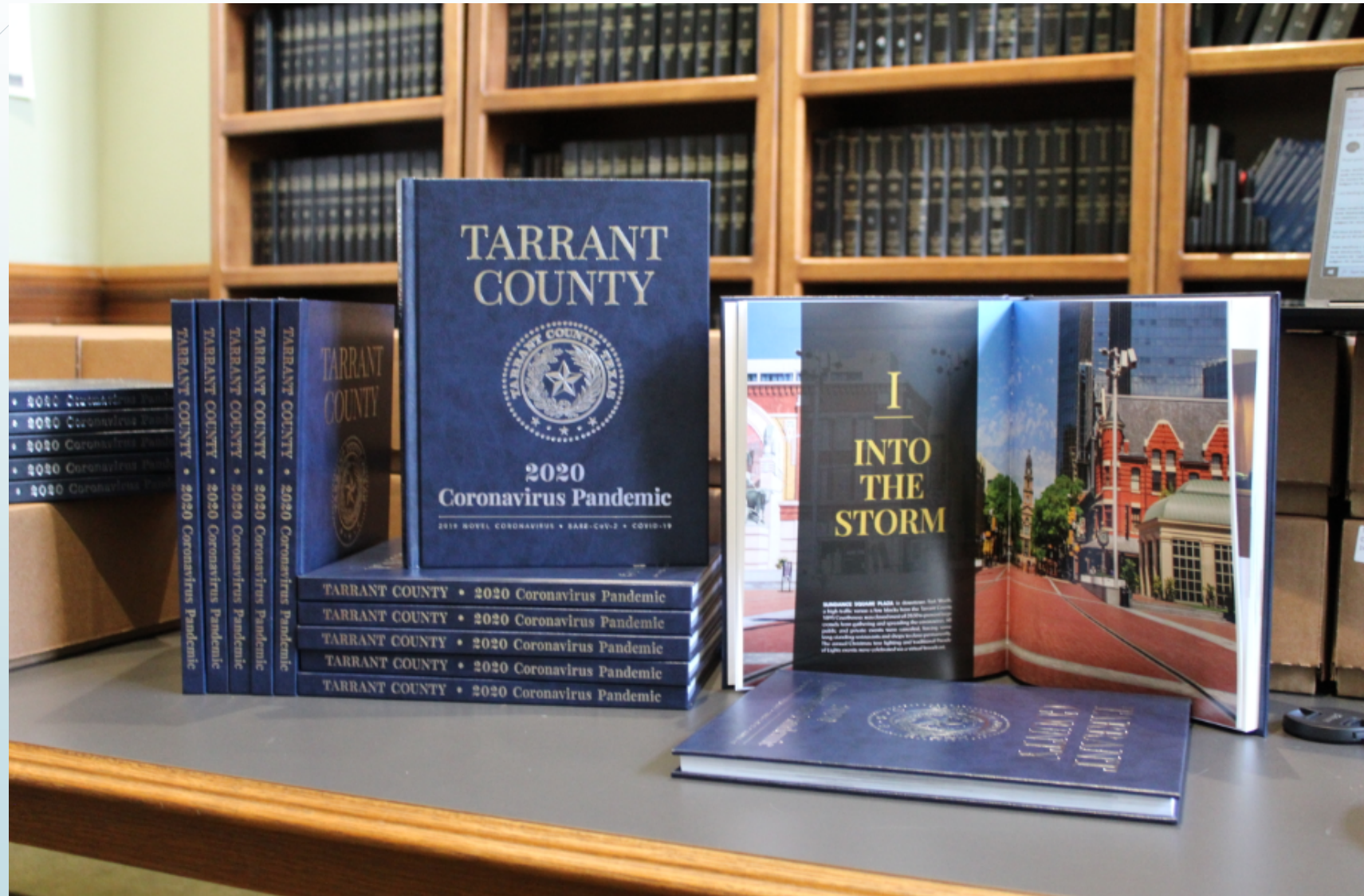
Approved - 3/9/2022

Approved - 3/9/2022

Final Approval - 3/9/2022



2020 CORONAVIRUS PANDEMIC BOOK





TARRANT COUNTY



2020 Coronavirus Pandemic

2019 NOVEL CORONAVIRUS • SARS-CoV-2 • COVID-19

Mary Louise Nicholson, County Clerk
Recording life's events since 2011

OFFICE OF THE TEXAS GOVERNOR

Governor's Message

"The state of Texas is strong; our people, resilient. As we have seen in years past, when tested by fire, flood, or hurricane, Texans respond with resilience and calm resolve. And just as we overcome those challenges, we will overcome this one."

Greg Abbott
GOVERNOR GREG ABBOTT
48th Governor of the State of Texas

02.01.21 | The following excerpts are from Governor Greg Abbott's Annual State of the State Address to the 87th Legislative Session.

LOOKING BACK, it's clear that 2020 was a year unlike any in our lifetime—not just for Texas and America, but for the entire world. I've seen first-hand the personal hardships and the pain that we have all endured. Our hearts are with those who suffered from COVID-19. And we mourn for every single Texan who lost their lives to the virus. We pray that their families will heal from the hurt of losing a loved one. We also pray for all Texans who are still recovering from COVID-19. To say the pandemic is a challenge is an understatement, but to say that it has been a reversal of who we are as Texans is a misstatement. Texas remains the economic engine of America. The land of unmatched opportunity. Our comeback is already materializing.

vi | TARRANT COUNTY 2020 CORONAVIRUS PANDEMIC



Starting was translated to other divisions to help with staffing shortages due to the coronavirus. These reassignments included background investigations, Livestock Estuary Enforcement Program (LEEP), enforcement hospital detail, and security for the Tarrant County Health Department's biologic research site. Due to agencies contracting the virus and deputies being reassigned to assist other divisions, the Sheriff's Office had to get approval from County Commissioners to create no substitute deputy positions to help with their security.

26 | TARRANT COUNTY 2020 CORONAVIRUS PANDEMIC

OFFICE OF THE TEXAS GOVERNOR • GOVERNOR'S MESSAGE

Texas has added new jobs for eight months in a row. In December alone, Texas added more than 45,000 new jobs. Texans are returning to work. Students are returning to school. Families are re-establishing routines. With each passing day of more vaccinations and increased intensity, normalcy is returning to Texas.

But it has not been easy. In times of adversity, there will always be heroes who rise above the challenges we face. Our communities are filled with heroes. Heroes who summoned the strength and perseverance to fight. Not just for themselves or their families, but for their neighbors, their communities, and even complete strangers.

As we continue to combat the pandemic, plus medical improvements that are helping us move beyond this challenge.

To defeat this pandemic, we are accelerating the vaccine process. Texas was the first state to vaccinate more than 1,000,000 residents. Just two weeks later, we exceeded 2,000,000 vaccinations. That number will increase even faster in the coming weeks as additional vaccines are approved. We will continue expanding vaccination across Texas until every Texan who wants one will be able to get one.

The pandemic has revealed what makes Texas great, as well as ways that we can make it even better. No doubt, we faced hard times this past year, but as Texans, we never shy away from challenges. Instead, we can embrace them. We must seize this opportunity to make our state healthier, safer, freer, and more prosperous for all who call Texas home.

"As we open Texas, we are each called upon to be Texans: to act responsibly as we re-engage in the economy — lives depend on our actions. I know you will respond as Texans."

—Governor Greg Abbott

Gov. Abbott
in video history
with story leader Nicholas

Contents

Leading the Charge 28
1918 Influenza Pandemic 30
Pandemic Fallout 34

Orders 26
Pandemic 36
Tax Assessor-Collector 68
Sheriff 72
Coroner 80

Governor's Message | ix

SECTION III - Justice and Pandemic

The Courts 88
Civil Courts 90
Family Courts 96
Juvenile Court 98
Probate Courts 100

SECTION IV - Support and Pandemic

Departments
County Auditor 116
Budget and Risk Management 120
Community Supervision 122
Domestic Relations 124
Elections 126
Emergency Management 128
Facilities Management 132
Fire Marshal 136
Historical Commission 137
Human Resources 138
Human Services 140

SECTION V - Culture

Index 174

Information Technology 142
Jury Services 144
Juvenile Services 146
Law Library 148
Medical Examiner 150
Public Health 154
Purchasing 158
Resource Connection 160
Transportation Services 162
Veterans Services 164

STONY BUREAU • PATROL DIVISION



The pandemic which is delivery of services, officers were instructed to wear masks and gloves, and to avoid close contact with the public.

PATROL DIVISION

The Patrol Division is the law enforcement arm of the Tarrant County Sheriff's Office. Officers respond to various calls for assistance, conduct traffic enforcement, investigate traffic accidents, and investigate reports of crime or suspected criminal activity in unincorporated Tarrant County. Many patrol deputies are assigned to the Sheriff's Office as detention officers.

Contents | ix

What it took to keep Tarrant County

28



AGENDA MEMORANDUM

DATE: March 4, 2022

TO: Honorable City Council Members

FROM:

THROUGH: Karen Porter, Human Resources Generalist

SUBJECT: Presentation of Service Awards for City of Watauga Employees celebrating a Milestone Anniversary during the month of March

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Employee Service Awards - March 2022

REVIEWED BY:

Juliet Rodriguez, Human Resources and Civil Service Director	Approved - 3/7/2022
David Berman, City Attorney	Approved - 3/8/2022
Joshua Jones, City Manager	Approved - 3/9/2022
Linda Proskey, City Secretary	Final Approval - 3/9/2022
<i>Approved as to form for inclusion on Agenda</i>	



Employee Service Awards

March 2022

Benjamin Little

Police Officer

25 Years of Service

*Thank
You*

Hugh Geipe

Parks Maintenance Worker

20 Years of Service

*Thank
You*

Carlos Duenas

Equipment Operator – Storm Drain

5 Years of Service

*Thank
You*



AGENDA MEMORANDUM

DATE: March 1, 2022
TO: Honorable City Council Members
FROM: Sandra Gibson, Director of Finance
THROUGH: Joshua Jones, City Manager
SUBJECT: Consider action to approve the Monthly Financial Report for the period ending January 31, 2022

BACKGROUND/INFORMATION:

The Monthly Financial Report for the period ending January 31, 2022 is attached for Council review and approval.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the Monthly Financial Report for the period ending January 31, 2022

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Council Report - January 2022 to Council March 14, 2022

REVIEWED BY:

Sandra Gibson, Director of Finance

David Berman, City Attorney

Joshua Jones, City Manager

Linda Proskey, City Secretary

Approved as to form for inclusion on Agenda

Approved - 3/4/2022

Approved - 3/7/2022

Approved - 3/7/2022

Final Approval - 3/7/2022



Monthly Financial Report Fiscal 2021-2022 For the period ending January 31, 2022

Sales Tax

The City's sales tax receipts from the State Comptroller received in the month of February 2022 (reflecting December 2021 sales receipts) increased by 6.27%, or \$35,549.75 from the same time last year. This amount includes prior period adjustments, future period adjustments and audit collections. Sales tax receipts for December 2021 include the quarter cent increase in sales tax for the General Fund approved by voters in May 2021. The quarter cent sales tax was previously dedicated to street maintenance until abolished in November 2020 (effective January 1, 2021).

A comparison of December 2021 sales tax receipts for Watauga and surrounding cities are shown below:

SALES TAX RECEIPTS COMPARISONS DECEMBER 2020 vs. DECEMBER 2021 RECEIVED FROM COMPTROLLER - FEBRUARY FISCAL YEAR 2021-2022

Sales Tax Receipts for the Month:					
City	DECEMBER 2021 Sales	DECEMBER 2020 Sales	\$ Change	% Change	
Euless	\$ 3,446,058.03	\$ 2,040,306.41	\$ 1,405,751.62	68.90%	
Roanoke	\$ 2,584,935.11	\$ 1,659,956.86	\$ 924,978.25	55.72%	
Grapevine	\$ 5,529,700.46	\$ 4,218,687.88	\$ 1,311,012.58	31.08%	
Southlake	\$ 4,634,966.43	\$ 3,634,729.69	\$ 1,000,236.74	27.52%	
Haltom City	\$ 1,600,608.15	\$ 1,290,842.80	\$ 309,765.35	24.00%	
Fort Worth	\$ 21,386,153.97	\$ 18,099,220.59	\$ 3,286,933.38	18.16%	
Bedford	\$ 1,510,023.88	\$ 1,295,966.72	\$ 214,057.16	16.52%	
Keller	\$ 1,550,484.80	\$ 1,352,130.27	\$ 198,354.53	14.67%	
Hurst	\$ 2,148,834.09	\$ 1,884,984.64	\$ 263,849.45	14.00%	
Richland Hills	\$ 507,480.22	\$ 460,395.94	\$ 47,084.28	10.23%	
N. Richland Hills	\$ 1,987,322.30	\$ 1,819,589.50	\$ 167,732.80	9.22%	
Saginaw	\$ 715,697.62	\$ 665,784.11	\$ 49,913.51	7.50%	
Watauga	\$ 602,614.21	\$ 567,064.46	\$ 35,549.75	6.27%	
Colleyville	\$ 805,222.97	\$ 783,701.75	\$ 21,521.22	2.75%	

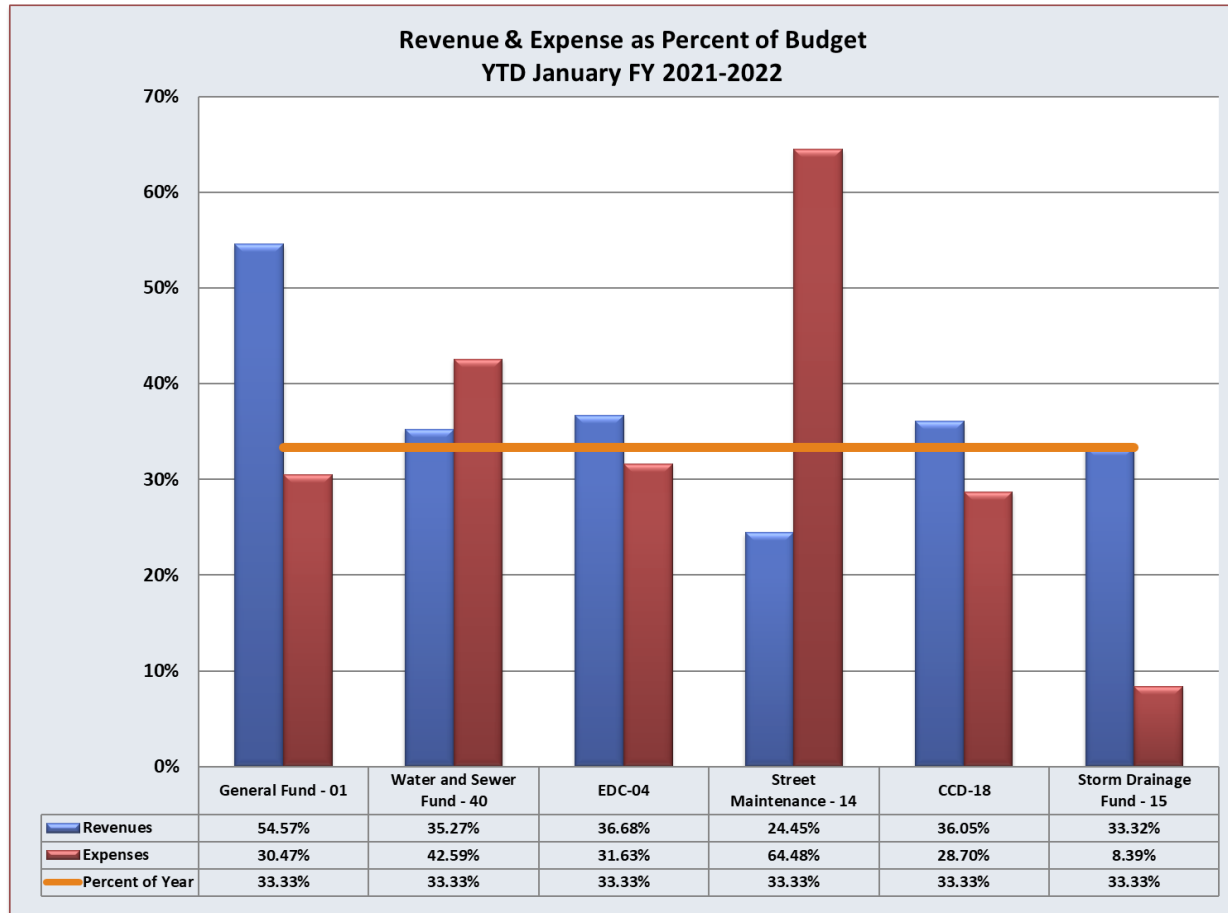
Source: State Comptroller

City Collections only - not Special Purpose Districts or Transit

The City will receive the distribution for January 2022 sales tax receipts on March 11, 2022. Sales tax revenues have been estimated for the January reporting period.

Financial Highlights

The City is 33% through the fiscal year 2021-2022. Revenue and expenses are reflected in the chart below and details of each fund's revenues and expenditures are attached. Also attached is a Departmental Consolidated Budget Report that shows expenditures for departments across all funds. For example, the Police Department budget and expenditures are combined for two funds in which expenditures are reported (General Fund and Crime Control). The Consolidated Departmental Budget Report does not include capital outlay or debt service expenditures. The Street Maintenance expenses are trending higher due to the street projects that began in September, 2021 (Fiscal Year 2021) and completed in October, 2021 (Fiscal Year 2022).



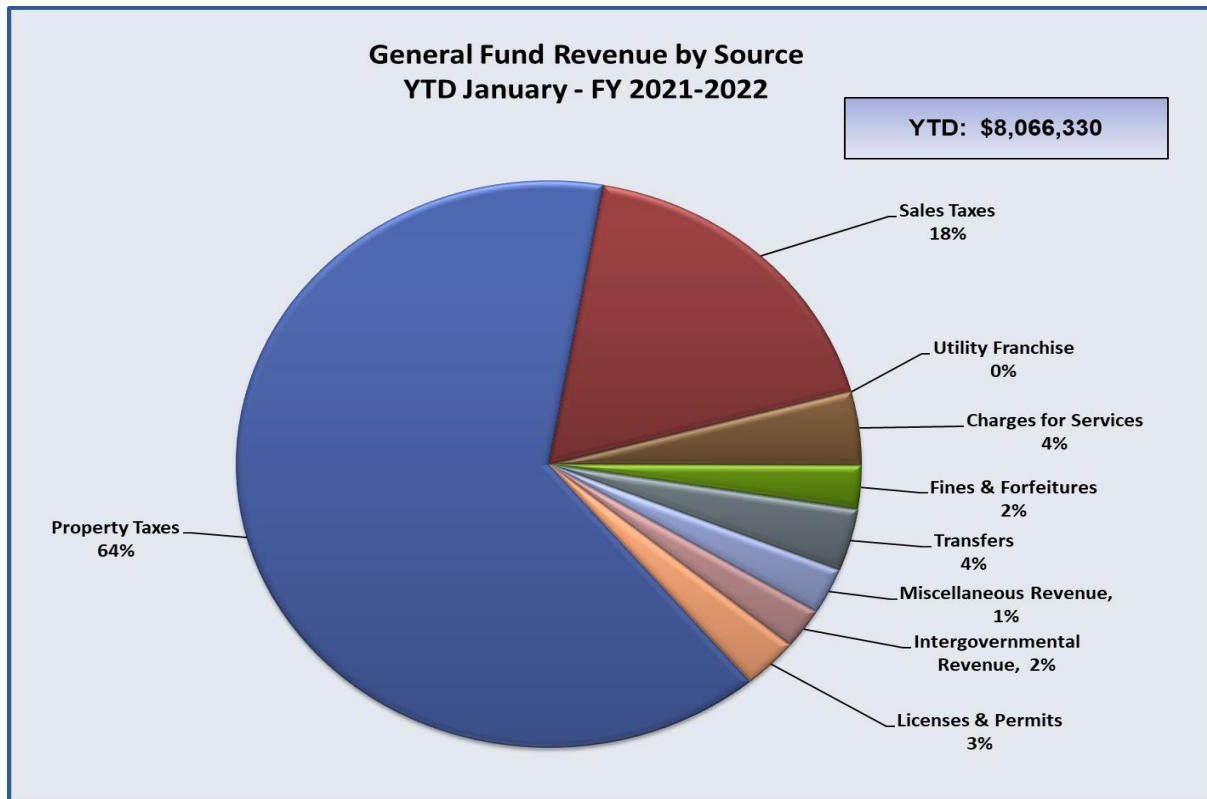
General Fund

Revenues – Year-to-date revenues represent 54.6% of budget collected, or \$8,066,330.

Property Tax – As of January 31, 2022, the City has received 81.5% of budgeted property taxes. Receipts are in line with expectations at this time. The majority of property tax revenues are received in December and January.

Utility Franchise Revenue - The majority of franchise receipts are received on a quarterly basis. The City has received only a few receipts for budgeted franchise fee revenues through January 2022. First quarter receipts are usually received in February.

Licenses and Permits - License and permit fees are at 40.7% of budget collected. Building permits, electrical and plumbing permits are trending higher than budgeted due to various residential remodeling projects this fiscal year.



Charges for Services - Charges for Services revenues are at 43.5% of budget collected. Charges for services include recreation fees, ambulance services, garbage collection fees and animal adoption fees. Through the month of January, this revenue category is up \$93,312 or 38% in comparison to the same period of prior year. This increase is primarily due to an increase in ambulance collections as a result of running a second ambulance in the City.

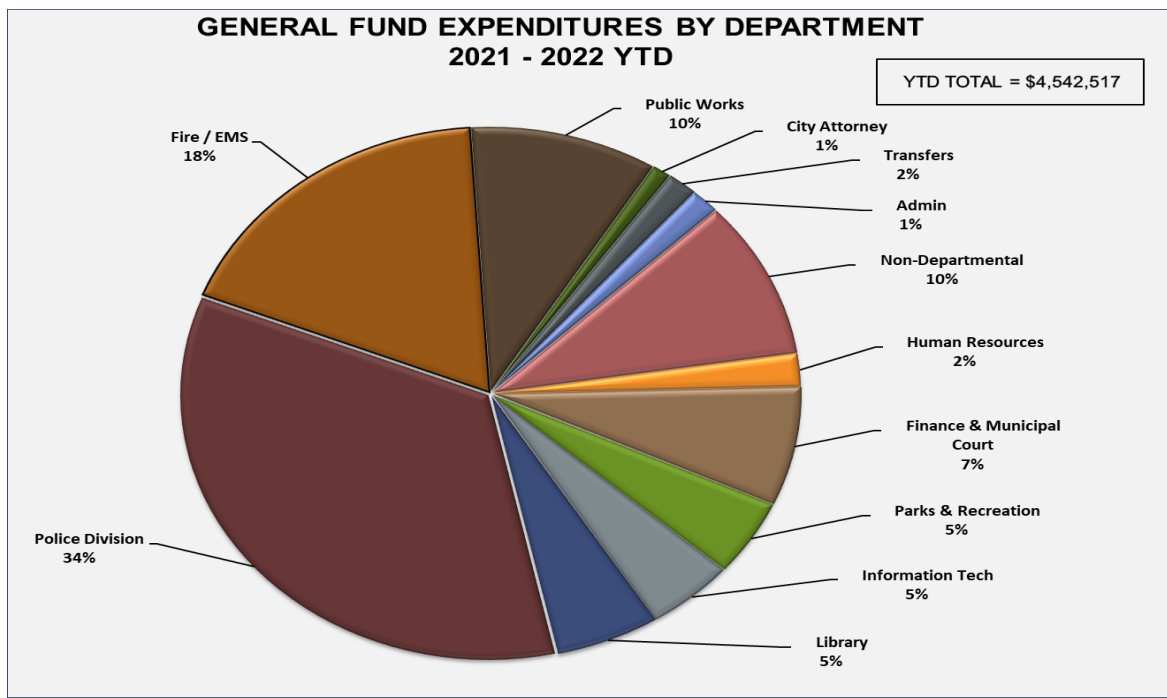
Fines and Forfeitures - Fines and Forfeitures are at 35.6% of budget which is \$66,482 or 49.4% higher in comparison to the same period last year. This is a result of the increase in citations and court operations returning to normal in comparison to last year and an increase in warrant collections. The Municipal Court will resume in person court the end of February, 2022.

Miscellaneous Revenue - Miscellaneous revenues include interest earnings, rental of recreational facilities, bingo, and other revenue. These receipts total \$211,576 which is 70.1% of budgeted revenues. The majority of these revenues are due to the City auction held in November and resulting proceeds were received and deposited in December 2021.

Intergovernmental Revenue and Transfers - Intergovernmental Revenue include transfers from other funds for services the general fund provides and payments in lieu of taxes from the enterprise funds. This revenue is 37.2% of budget. Transfers are at 36.2% of budget.

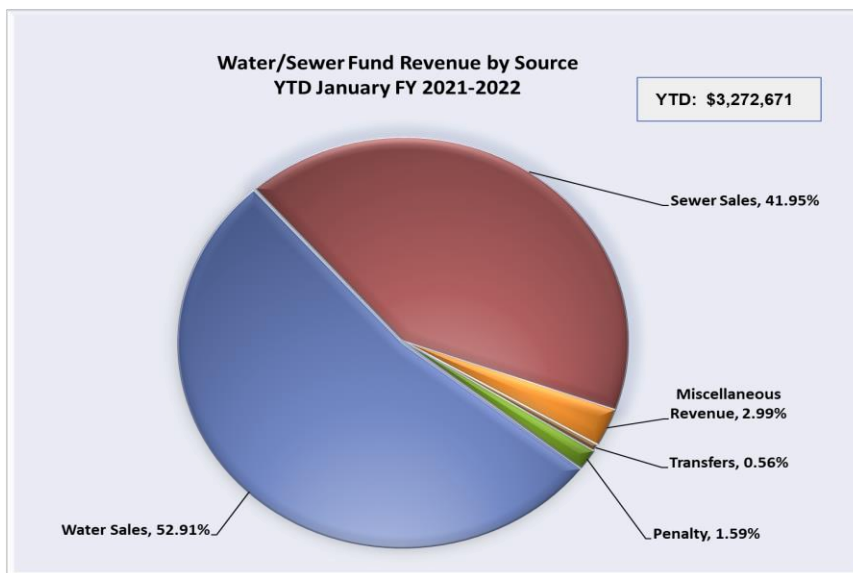
Expenses - General fund expenses are at 30.5% of budget expended and total \$4,542,517. Expenditures are 22.3% higher in comparison to the prior year. This is attributable to the following:

- CARES grant funding was in place last year (through December 2020) that provided relief to the General Fund for COVID-19 emergency response. The grant allowed the City to allocate certain personnel expenses to the grant fund.
- In FY2021-2022, it was necessary to move traffic safety personnel and expenditures from the Traffic Safety Fund to the General Fund due to the discontinuation of the Red Light Camera program.
- Several positions previously unfunded due to expense control measures were restored this fiscal year, resulting in increased personnel expenses compared to prior year.



Water and Sewer Fund

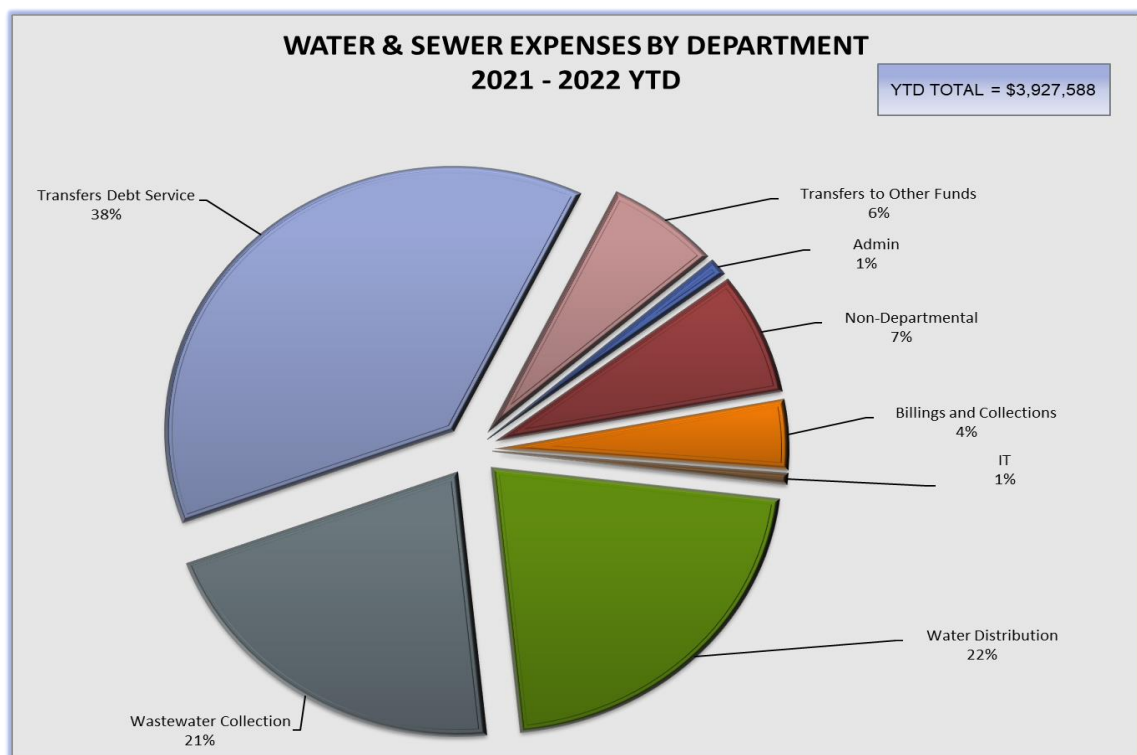
Water and sewer revenues are currently at 35.27% of budgeted revenues through January 2022. Water sales are at 35.6% of budgeted revenues and Sewer revenues are at 34.5% of budget. Water consumption varies due to seasonal fluctuations. Revenues are \$278,279 higher than prior year through January 2022. This



increase is a result of increased water consumption in comparison to the same period last year and the water and sewer rate increases that were in effect beginning October 1, 2021.

Miscellaneous Sales - Miscellaneous sales include penalty revenue, EPA revenue, service charges, returned check fees, and damaged/ tampering fees. This category of revenue is at 36.5% of budget collected.

Expenses – Year-to-date expenses in the Water/Sewer fund are currently at 42.6% of budget. Wastewater treatment costs have increased 70% over prior year due to rate increases put in place by the City of Ft. Worth effective October 1, 2021 and an increase in wastewater volume treated in comparison to prior year. Water treatment costs have increase 11% over prior year due to an increase in consumption. Transfers to debt service are at 70.3% of budget due to payments scheduled for February 1, 2022, which make up a significant portion of expenses. The breakdown of expenses by department is shown as follows:



Storm Drain Fund – Revenues represent 33.3% of budget collected. Expenses are at 8.4% of budget in this fund through January 2022. Capital projects budgeted in FY2021-2022 include Whitley Road and other storm drain improvements.

Special Revenue Funds

- **Street Maintenance Fund** expenses are at 64.5% of budget. Projects are being funded using reserves. Various street projects from the 2020-2021 Tarrant County Overlay were completed in 2021-2022 and are reflected in this year's expenditures.
- **Crime Control and Prevention District** revenues collected are 36.1% of budget and expenditures are at 28.7% of budget.

- **Economic Development Corporation Fund** has collected 36.9% of sales tax revenues and is at 31.6% of budget expended through January 2022.

Fund Detail Report

JANUARY 2022

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2022
For the period ending: January 31, 2022 (2nd FY Qtr.)

GENERAL FUND - 01

REVENUE:	ORIGINAL BUDGET	1/31/2022 YTD ACTUAL	% USED	% REMAINING	1/31/2021 YTD ACTUAL	\$ CHG 22 vs 21	% CHG 22 vs 21
TAXES							
AD VALOREM	6,292,000	5,125,784	81.47%	18.53%	4,988,899	136,885	2.74%
Delinquent	35,000	20,866	59.62%	40.38%	17,976	2,890	16.08%
Penalty & Interest	37,500	8,906	23.75%	76.25%	8,045	862	10.71%
SALES TAX	4,118,000	1,457,153	35.38%	64.62%	1,127,734	329,419	29.21%
UTILITY FRANCHISE	797,000	195	0.02%	99.98%	253	(58)	-22.78%
LICENSES & PERMITS	569,000	231,553	40.69%	59.31%	251,949	(20,396)	-8.10%
INTERGOVERNMENTAL REVENUE	502,600	186,739	37.15%	62.85%	173,452	13,287	7.66%
CHARGES FOR SERVICES	776,000	337,372	43.48%	56.52%	244,059	93,312	38.23%
FINES & FORFEITURES	564,900	201,007	35.58%	64.42%	134,525	66,482	49.42%
MISCELLANEOUS INCOME	301,650	211,576	70.14%	29.86%	160,180	51,396	32.09%
OPERATING TRANSFERS IN	788,300	285,177	36.18%	63.82%	261,706	23,471	8.97%
TOTAL REVENUE	\$14,781,950	\$8,066,330	54.57%	45.43%	\$7,368,778	\$697,552	9.47%
ADMINISTRATION	422,625	69,040	16.34%	83.66%	129,422	(60,382)	-46.65%
HUMAN RESOURCES	222,980	90,216	40.46%	59.54%	51,719	38,497	74.43%
BUILDINGS - PW	834,540	202,764	24.30%	75.70%	212,480	(9,716)	-4.57%
FINANCE	552,420	220,802	39.97%	60.03%	184,364	36,438	19.76%
MUNICIPAL COURT - FIN	399,255	107,730	26.98%	73.02%	112,754	(5,024)	-4.46%
DEVELOPMENTAL SERVICES - PW	200,120	51,161	25.57%	74.43%	80,931	(29,770)	-36.78%
LIBRARY	946,500	247,517	26.15%	73.85%	249,308	(1,792)	-0.72%
PARKS AND RECREATION	1,055,060	211,492	20.05%	79.95%	195,940	15,552	7.94%
POLICE	4,629,780	1,565,676	33.82%	66.18%	1,117,093	448,582	40.16%
FIRE/EMS	3,138,330	816,945	26.03%	73.97%	533,658	283,287	53.08%
PUBLIC WORKS - STREETS	534,590	120,269	22.50%	77.50%	117,280	2,989	2.55%
FLEET MANAGEMENT - PW	224,070	73,254	32.69%	67.31%	64,519	8,736	13.54%
NON-DEPARTMENTAL	733,615	439,897	59.96%	40.04%	446,859	(6,962)	-1.56%
INFORMATION TECHNOLOGY	548,590	209,580	38.20%	61.80%	183,451	26,130	14.24%
ECONOMIC DEVELOPMENT	-	-	0.00%	0.00%	-	-	0.00%
CITY ATTORNEY	250,000	44,507	17.80%	82.20%	-	44,507	0.00%
TRANSFERS TO OTHER FUNDS	215,000	71,667	33.33%	66.67%	33,333	38,334	115.00%
TOTAL EXPENDITURES	\$14,907,475	\$4,542,517	30.47%	69.53%	\$3,713,112	\$829,405	22.34%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$125,525)	\$3,523,813			\$3,655,666	(\$131,853)	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2022
For the period ending: January 31, 2022 (2nd FY Qtr.)

DEBT SERVICE FUND - 03

REVENUE:	CURRENT BUDGET	1/31/2022 YTD ACTUAL	% USED	% REMAINING	1/31/2021 YTD ACTUAL	\$ CHG 22 vs 21	% CHG 22 vs 21
TAXES							
AD VALOREM	2,946,000	2,397,399	81.38%	18.62%	2,237,469	\$159,930	7.15%
Delinquent	11,000	9,358	85.08%	14.92%	7,734	\$1,625	21.01%
Penalty & Interest	10,000	3,387	33.87%	66.13%	2,878	\$509	17.69%
INTEREST EARNINGS	1,000	324	32.42%	67.58%	641	(\$317)	-49.43%
OTHER FINANCING SOURCES	-	0	-	-	575,000	(\$575,000)	-
OPERATING TRANSFERS IN	147,078	49,026	33.33%	66.67%	52,501	(\$3,475)	-6.62%
TOTAL REVENUE	\$3,115,078	\$2,459,494	78.95%	21.05%	\$2,876,223	(\$416,729)	-14.49%
 Contractual & Sundry	 3,143,658	 2,845,051	 90.50%	 9.50%	 3,267,825	 (\$422,773)	 0.00%
TOTAL EXPENDITURES	\$3,143,658	\$2,845,051	90.50%	9.50%	3,267,825	(\$422,773)	0.00%
 EXCESS REVENUE OVER (UNDER) EXPENDITURES	 (\$28,580)	 (\$385,557)			 -\$391,602	 \$6,045	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2022
For the period ending: January 31, 2022 (2nd FY Qtr.)

WATER & SEWER - 40

	CURRENT BUDGET	1/31/2022 YTD ACTUAL	% USED	% REMAINING	1/31/2021 YTD ACTUAL	\$ CHG 22 vs 21	% CHG 22 vs 21
REVENUE:							
WATER SALES	4,864,898	1,731,597	35.59%	64.41%	1,592,373	139,223	8.74%
SEWER SALES	3,975,000	1,372,888	34.54%	65.46%	1,248,253	124,635	9.98%
MISCELLANEOUS	260,000	94,995	36.54%	63.46%	88,282	6,712	7.60%
PENALTY	175,000	52,148	29.80%	70.20%	52,275	(127)	-0.24%
INTEREST	5,000	1,735	34.70%	65.30%	1,857	(122)	-6.59%
TRANSFERS	-	18,183	0.00%	0.00%	10,701	7,483	0.00%
TAP FEES	-	1,125	-	-	650	475	0.00%
SALE OF ASSETS	-	-	-	-	-	-	-
TOTAL REVENUE	\$9,279,898	\$3,272,671	35.27%	64.73%	\$2,994,392	\$278,279	9.29%
ADMINISTRATIVE	157,800	40,176	25.46%	74.54%	47,271	(7,095)	-15.01%
NON-DEPARTMENTAL	702,180	290,584	41.38%	58.62%	278,511	12,073	4.33%
BILLING & COLLECTIONS	535,160	166,296	31.07%	68.93%	148,124	18,172	12.27%
MGT. INFO SYSTEMS	106,190	24,570	23.14%	76.86%	23,937	633	2.64%
WATER DISTRIBUTION	2,812,415	844,436	30.03%	69.97%	740,301	104,134	14.07%
WASTEWATER COLLECTION	2,439,135	823,940	33.78%	66.22%	536,635	287,304	53.54%
TRANSFERS	2,470,000	1,737,588	70.35%	29.65%	1,473,090	264,498	17.96%
TOTAL EXPENDITURES	9,222,880	3,927,588	42.59%	57.41%	3,247,869	\$679,719	20.93%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$57,018	(\$654,917)			(\$253,477)	(\$401,440)	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2022
For the period ending: January 31, 2022 (2nd FY Qtr.)

STORM DRAIN FUND - 15

	CURRENT BUDGET	1/31/2022 YTD ACTUAL	% USED	% REMAINING	1/31/2021 YTD ACTUAL	\$ CHG 22 vs 21	% CHG 22 vs 21
REVENUE:							
USERS FEE	1,480,000	492,581	33.28%	66.72%	491,052	1,529	0.31%
OTHER REVENUE	-	-	-	-	-	-	-
INTEREST INCOME	2,000	1,184	59.18%	40.82%	2,534	(1,350)	-53.29%
TOTAL REVENUE	\$1,482,000	\$493,765	33.32%	66.68%	\$493,586	\$179	0.04%
PERSONNEL	444,300	137,110	30.86%	69.14%	\$149,633	(12,523)	-8.37%
SUPPLIES	30,200	4,090	13.54%	86.46%	\$2,991	1,100	36.78%
MAINTENANCE	36,500	148	0.40%	99.60%	\$2,365	(2,217)	0.00%
CONTRACTUAL & SUNDRY	179,375	52,717	29.39%	70.61%	\$45,536	7,181	15.77%
CAPITAL	2,937,111	91,882	3.13%	96.87%	\$103,868	(11,986)	0.00%
TRANSFERS TO OTHER FUNDS	73,500	24,629	33.51%	66.49%	\$24,553	76	0.31%
TOTAL EXPENDITURES	\$3,700,986	\$310,577	8.39%	91.61%	\$328,946	(\$18,369)	-5.58%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$2,218,986)	\$183,188			\$164,640	\$18,548	

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2022
For the period ending: January 31, 2022 (2nd FY Qtr.)**

CRIME CONTROL DISTRICT - 18

	ORIGINAL BUDGET	1/31/2022 YTD ACTUAL	% USED	% REMAINING	1/31/2021 YTD ACTUAL	\$ CHG 22 vs 21	% CHG 22 vs 21
REVENUE:							
SALES TAX	1,610,000	603,591	37.49%	62.51%	549,761	53,830	9.79%
INTEREST EARNING/OTHER	66,000	661	1.00%	99.00%	24,823	(24,162)	-97.34%
TRANSFERS	-	-	-	-	-	-	-
TOTAL REVENUE	\$1,676,000	\$604,252	36.05%	63.95%	\$574,584	\$29,667	5.16%
PERSONNEL SERVICES	1,029,000	293,908	28.56%	71.44%	\$299,327	(5,419)	-1.81%
SUPPLIES	143,500	42,178	29.39%	70.61%	\$26,747	15,431	57.69%
MAINTENANCE	225,500	39,008	17.30%	82.70%	\$87,852	(48,844)	-55.60%
CONTRACTUAL & SUNDRY	192,000	76,316	39.75%	60.25%	\$55,151	21,165	38.38%
TRANSFERS	30,000	13,505	45.02%	54.98%	\$10,994	2,511	22.84%
CAPITAL OUTLAY	-	-	0.00%	0.00%	\$756	(756)	0.00%
TOTAL EXPENDITURES	1,620,000	464,915	28.70%	71.30%	\$480,827	(\$15,912)	-3.31%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$56,000	\$139,336			\$93,757	\$45,579	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2022
For the period ending January 31, 2022 (2nd FY Qtr.)

STREET MAINTENANCE FUND - 14

	ORIGINAL BUDGET	1/31/2022 YTD ACTUAL	% USED	% REMAINING	1/31/2021 YTD ACTUAL	\$ CHG 22 vs 21	% CHG 22 vs 21
REVENUE:							
SALES TAX	-	-	0.00%	100.00%	220,958	(220,958)	-100.00%
INTEREST EARNINGS	2,000	489	24.45%	75.56%	922	(434)	-47.00%
INTEREST/ESCROW	-	-	-	-	-	-	-
CONTRIBUTIONS/OTHER	-	-	-	-	-	-	-
TOTAL REVENUE	\$2,000	\$489	24.45%	175.56%	221,880	(\$221,391)	-99.78%
MAINTENANCE	100,000	1,214	1.21%	98.79%	1,971	(757)	0.00%
CONTRACTUAL & SUNDRY	8,000	2,075	25.94%	74.06%	265	1,810	0.00%
CAPITAL OUTLAY	800,000	582,159	72.77%	27.23%	62,405	-	0.00%
TOTAL EXPENDITURES	\$908,000	\$585,448	64.48%	35.52%	\$64,641	\$520,807	805.69%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$906,000)	(\$584,959)			\$157,239	(\$742,198)	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2022
For the period ending: January 31, 2022 (2nd FY Qtr.)

WATAUGA ECONOMIC DEVELOPMENT CORP - 04

	CURRENT BUDGET	1/31/2022 YTD ACTUAL	% USED	% REMAINING	1/31/2021 YTD ACTUAL	\$ CHG 22 vs 21	% CHG 22 vs 21
REVENUE:							
SALES TAX	814,000	300,593	36.93%	63.07%	279,683	20,910	7.48%
INTEREST EARNINGS	2,000	584	29.20%	70.80%	538	46	8.56%
INTEREST/ESCROW	-	-	-	-	-	-	-
CONTRIBUTIONS/OTHER	5,000	-	-	-	-	-	-
TOTAL REVENUE	\$821,000	\$301,177	36.68%	63.32%	\$280,220	\$20,956	7.48%
PERSONNEL SERVICES	-	-	0.00%	0.00%	-	-	0.00%
NON-DEPARTMENTAL	-	-	0.00%	0.00%	-	-	0.00%
SUPPLIES	1,100	(13)	-1.14%	101.14%	608	(621)	-102.06%
MAINTENANCE	900	-	0.00%	0.00%	-	-	0.00%
CONTRACTUAL & SUNDRY	141,690	39,812	28.10%	71.90%	40,067	(255)	-0.64%
TRANSFERS	401,878	133,959	33.33%	66.67%	129,761	4,198	3.24%
CAPITAL OUTLAY	3,700	-	0.00%	100.00%	-	-	0.00%
TOTAL EXPENDITURES	\$549,268	\$173,759	31.63%	68.37%	\$170,437	\$3,322	1.95%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$271,733	\$127,418			\$109,784	\$17,634	

DEPARTMENTAL CONSOLIDATED REPORT

JANUARY 2022

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
01 - GENERAL FUND	13,267,695.00	13,463,695.00	1,049,243.72	3,679,683.77	611,023.08	9,172,988.15	68.13 %
04 - EDC SALES TAX FUND	111,960.00	121,460.00	5,093.10	40,675.29	22,160.00	58,624.71	48.27 %
12 - SAFER GRANT REIMBURSEMENT	368,550.00	368,550.00	32,691.52	122,732.04	0.00	245,817.96	66.70 %
13 - STRATEGIC INITIATIVE FUND	30,000.00	30,000.00	0.00	0.00	6,710.57	23,289.43	77.63 %
15 - STORM DRAIN UTILITY FUND	736,495.00	736,495.00	41,547.56	200,524.78	29,705.11	506,265.11	68.74 %
18 - CRIME PREVENTION FUND	1,523,650.00	1,523,650.00	144,083.52	469,833.31	51,658.62	1,002,158.07	65.77 %
23 - LIBRARY DONATIONS	10,700.00	10,700.00	0.00	0.00	0.00	10,700.00	100.00 %
26 - MUN CT TECHNOLOGY FUND	10,800.00	10,800.00	533.20	2,328.55	1,324.00	7,147.45	66.18 %
27 - TRUANCY PREVENTION FUND	32,415.00	32,415.00	1,549.98	6,237.50	0.00	26,177.50	80.76 %
28 - TRAFFIC SAFETY	349,850.00	349,850.00	23,817.18	102,081.38	941.60	246,827.02	70.55 %
40 - WATER AND SEWER FUND	6,779,927.00	6,779,927.00	411,827.88	1,774,779.49	54,910.62	4,950,236.89	73.01 %
Report Total:	23,222,042.00	23,427,542.00	1,710,387.66	6,398,876.11	778,433.60	16,250,232.29	69.36 %



AGENDA MEMORANDUM

DATE: March 3, 2022

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works

THROUGH: Joshua Jones, City Manager

SUBJECT: Consider action to authorize the expenditure of the High Density Mineral Bond Seal Program by Andale Construction, Inc. pursuant to the Interlocal Agreement with the City of Hurst for cooperative purchasing of goods and services.

BACKGROUND/INFORMATION:

Per authority granted by the Local Government Code Section 271.102 and Texas Government Code Chapter 791, government entities may utilize cooperative purchasing organizations and interlocal agreements. In October 2021, the City Council approved the interlocal purchasing agreements in which the City of Hurst is listed. Texas Government Code Chapter 791 generally allows a government entity to enter into an agreement with another local government entity to perform specific governmental functions and services. However, a government entity may not enter into a contract to purchase construction-related goods or services through the purchasing cooperative under this chapter in an amount greater than \$50,000 unless a person designated by the local government certifies that the project does not require the preparation of plans and specifications by an architect or engineer under current law, or if current law requires plans and specifications to be prepared by an architect or engineer, that has been done.

The cities of Watauga and Hurst have had an interlocal agreement in place since December, 2005. With this interlocal agreement, the City of Watauga may utilize Hurst's contracts that are stipulated as cooperative. Compliance with the requirements of any of the cooperative or interlocal agreement purchasing statutes described in the Texas Local Government Code automatically satisfies the competitive bidding requirements of the state law.

The High Density Mineral Bond Seal Program is an asphalt street preservation treatment extending the life of the pavement surface. City staff has investigated High Density Mineral Bond (HA5) and ran a test on Harrison Way between Lyndale Drive and Quail Meadow Drive with good results. HA5 appears to be beneficial in extending the life of the asphalt pavement. Its use is similar to the slurry seal products that provide a highly durable cover for the asphalt surface that resists oxidative deterioration and thereby interrupts and resets the deterioration curve of the pavement.



AGENDA MEMORANDUM

Within the limits of the funding, it is proposed to treat the following streets:

1. North Park Drive: Whitley Road to Indian Springs Road
2. Valley View Drive: Miles Drive to Rufe Snow Drive
3. Cedarhill Road: Starnes Road to Birchill Road
4. Birchill Drive: Whitley Road to Birchill Drive end
5. Hillcrest Drive: Quail Run to Echo Hill Drive
6. Bernadine Drive: Hightower Drive to Chapman Road
7. Summit Ridge Drive: Chapman Road to Summit Ridge Drive end
8. Carousel Drive: Stardust Drive North to Perdido Drive
9. Douglas Drive: Brookside Drive to Douglas Drive end
10. Linda Drive: Denton Highway to Patsy Lane
11. Bonnie Drive: Denton Highway to Patsy Lane
12. Lamar Street: Denton Highway to Lalagray Lane

The proposal from Andale Construction for the high density mineral bond program is attached and totals \$231,383.50.

FINANCIAL IMPLICATIONS:

Funding is in the approved budget for Fiscal Year 2021-2022 as approved by Council.

RECOMMENDATION/ACTION DESIRED:

Staff respectfully recommend Council to take action and approve the High Density Mineral Seal Program by Andale Construction, Inc. as presented.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Andale Construction Proposal
2. Andale Construction Form 1295
3. Certify Construction Work - High Density Mineral Bond
4. City of Hurst 19-007 Contract for High Density Mineral Bond Seal
5. City of Hurst # 19-007 Addendum
6. City of Hurst - 19-007 Contract renewal
7. City of Hurst 19-007 Amendment to High Density Mineral Bond Seal Contract

REVIEWED BY:

Sandra Gibson, Director of Finance
Paul Hackleman, Director of Public Works
David Berman, City Attorney
Joshua Jones, City Manager
Linda Proskey, City Secretary

Approved - 3/3/2022
Approved - 3/4/2022
Approved - 3/7/2022
Approved - 3/7/2022
Final Approval - 3/7/2022



AGENDA MEMORANDUM

Approved as to form for inclusion on Agenda



HIGH DENSITY MINERAL BOND



**The City of Watauga, TX
Partner in Pavement Preservation
Total Project size: 56,435 SY
Proposal for HDMB Project**

Summary:

The highest return on investment (ROI) is achieved by installing HA5 - High Density Mineral Bond.

Performance is calculated to be two to three times longer compared to using seal coats and premium seal coats.

Beyond the preservation benefits that HA5 provides, residents experience less community intrusion as road closures are needed much less frequently.

Performance History of Surface Treatments:

The biggest items to focus on for preservation treatment are:

- » What will provide the maximum extension of pavement life per every dollar spent?
- » Validating a product's performance goes beyond pictures of black roads. Initially, all tools for pavement preservation turn a road black, but HA5 has proven to stop the infiltration of water and slowed down the overall oxidation process compared to other premium seal coats.



**ANDALE
CONSTRUCTION**

7700 N. Hayes Dr. | Valley Center, KS 67147
Phone: (316) 832-0063 Fax: (316) 440-8810
www.andaleconstruction.com

Texas Office
193 Welco Ln. Jourdan, TX
Phone: (505) 716-6851



HIGH DENSITY MINERAL BOND

INTRODUCTION

We pride ourselves on delivering products of paramount quality. We set ourselves apart by continuing to use advanced construction methods which reduces the cost to the customer and increased durability. We stand behind our final product and offer warranties unmatched in our industry! We have a well-rounded team that understands construction and how everyone on the job must work together as one to perform at a high level



Founded in 1972

IS Network™ contractor

Six-time Golden National
Award Winner

Over 1500 Successful
projects completed

Phone: (505) 716-6851

Website: andaleconstruction.com

INTRODUCTION

Integrated Pavement Solutions (IPS) produces HA5, one of the leading pavement preservation treatments for residential roadways. HA5 meets the rigid demands for High Density Mineral Bond installations for extending pavement life. This category in pavement management was established by agency engineers after evaluating the performance of installations over a 10 year period. Today HA5 has a track record of performance spanning 18 years.



Creator of HA5 High Density Mineral Bond

HA5 is now protecting over

600 million square feet of
roadways across **25 states**

The choice of over **200** public agencies and
hundreds of private communities
Research showing a remarkable **67%** delay in
age hardening of asphalt pavement

Phone: (435) 619-0575

Website: preserveasphalt.com

For more information visit:
www.HA5info.com/blog

Treatment Report HA5

Below are core samples taken from roadways comparing municipality specified, time-tested pavement preservation treatments. Look closely at each core. The HA5 core aesthetically looks to be the most desirable with the darkest surface. However, what the engineering community has identified is the darker color beneath the surface. This uncovers HA5's ability to retain the critical oils and resins that keep asphalt pavements flexible. **More flexibility results in pavements lasting longer with less cracking and other manifestations of deterioration.**

A report from the engineering firm Rosenberg & Associates, assessing a side by side of HA5 to a premium seal coat installation, found **9x less cracking** in the HA5 treated section compared to the premium seal coat treated section after a **4 year period**.

Core Sample Comparison (Cores taken from Mohave Desert region)



Slurry

Date Pavement Installed:
1999

Preservation:
Type II Slurry
Installed in 2007
(Cobblestone Drive)

Chip Seal

Date Pavement Installed:
1999

Preservation:
Chip Seal
Installed in 2008
(Boulder Springs Drive)

HA5

Date Pavement Installed:
1995

Preservation:
HA5 (High Density Mineral Bond)
Installed twice
beginning in 2002
(West Springs Drive)

KEYS TO PAVEMENT PRESERVATION:
The Right Treatment, on the Right Road, at the Right Time.



ANDALE CONSTRUCTION

7700 N. Hayes Dr. | Valley Center, KS 67147
Phone: (316) 832-0063 Fax: (316) 440-8810
www.andaleconstruction.com

Texas Office
193 Welco Ln. Jourdan, TX 78026
Phone (505) 716-6851

PROPOSAL		Date:	2/23/22	Estimate:	2
Partner in Pavement Preservation		Project Description		Project Location	
Watauga, TX		High Density Mineral Bond - HA5 Installation		Watauga, TX Various Locations	
P.O. Number	Terms	Advisor	Region	State License #	
	Due upon completion	Ted Noe	Texas		
Description			Quantity	U/M	Rate
HA5 HIGH DENSITY MINERAL BOND: -- Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. -- No guarantee surface treatments will adhere to areas saturated with motor oil. -- HA5 meets demands of APWA (American Public Works Association) specification (Section 32 01 13.68 High Density Mineral Bond).			56,435	SY	\$ 4.10
Traffic Control			1	LS	\$
Mobilization			1	LS	\$
Citizen Notification			1	LS	\$
PPE & Safety Equipment			1	LS	\$
*Actual SY applied will be billed at the Unit Price Rate. This is not a Lump Sum Bid. *Pricing is based upon one mobilization for the project. *Projects that are broken up to be done over different time periods requiring multiple mobilizations would result in the project being priced based upon the tier of the square yardage for each scheduled project. *Excessively dirty roads will require separate cleaning fees. *Crews will follow mandates regarding COVID-19 and all equipment/shuttles will be properly sanitized throughout the project. *Tax will be charged unless Exemption Certificate is provided.					
TAX					
Total:					\$ 231,383.50

PROPOSAL: Void 30 days from date listed on proposal. By signing this proposal (contract), I agree that Andale Construction Inc. may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply. Andale Construction Inc. is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval.

PAYMENT TERMS: Due Upon Completion (Completion by line item 'Progress Billing' and/or completion of project core) There may be concerns from Client following completion. Upon request, post-project walk-throughs may be scheduled to review concerns. Payment will still remain due upon invoice. Andale Construction Inc. is committed to client satisfaction and resolving concerns, though at times, this may be delayed.

CLIENT: As the Client I agree to not withhold payment due to walk-through requests, cleaning, touch-up, or warranty concerns. I agree that if I demand to retain payment until warranty work or touch up is completed, the retainer will be a fixed amount of 5% of invoice, up to \$750.00. I agree that I may be billed as each line item is completed and each item may become their own respective invoice. I understand that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fee's of up to 40%, and Client agrees to pay all fees accrued by collection efforts. These terms apply to all amount(s) incurred by me and for whom I have committed management responsibility, regardless of timing. Total Proposal price includes one mobilization. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include Certified Payroll unless stated otherwise.

INSURANCE: These insurance limits are listed by Andale Construction to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Andale Construction agrees to differing limits.

Certificates available upon request.

GENERAL LIABILITY: \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m **GUARANTEE:** One year guarantee on workmanship and product liability.



HIGH DENSITY MINERAL BOND

Proactive HOAs by the thousands have uncovered a strategy that saves them money while effectively preserving their pavement assets using HA5 High Density Mineral Bond.

- » *Smooth, Impermeable Surface*
- » *High Home Owner Acceptance*
- » *Unmatched Durability*

Prominent communities across the country who have transitioned to a longer lasting and more cost effective high density mineral bond installation include:



HOAs in particular are trending away from the use of slurry and seal coats due to the much higher return on investment and longer lasting performance of HA5 (categorized as High Density Mineral Bond). HA5 enables communities to lower the life-cycle costs of pavement assets and reduce the amount of road closures.

- » *Lower & more predictable costs*
- » *Extends pavement life*
- » *Improved aesthetics and property values*
- » *No loose or grainy residue*
- » *Fewer premature failures*

For more information visit:
www.HA5info.com/blog

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Andale Construction, Inc.
Wichita, KS United States

Certificate Number:
2021-788185

Date Filed:
08/09/2021

Date Acknowledged:
08/10/2021

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

City of Watauga, TX

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

2021 High Density Mineral Bond
Installation of High Density Mineral Bond (HA5)

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.



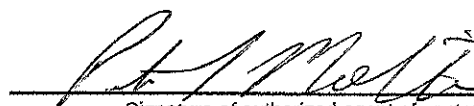
6 UNSWORN DECLARATION

My name is Peter J. Molitor - President / Andale Construction, Inc., and my date of birth is 04/21/1978.

My address is 442 Sevy, Andale, KS, 67001, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Sedgwick County, State of Kansas, on the 9th day of August, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



OFFICE OF THE DIRECTOR OF PUBLIC WORKS

DATE: August 6, 2021

TO: Andrea Gardner, City Manager

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

Subject: Certification – High Density Mineral Bond Seal – Non Engineer/Architect

I certify that the placement by a contractor of the High Density Mineral Bond Seal does not require an engineer or architectural seal for the plans and specifications under current Texas Law.

There were no plans prepared for this work. The specifications from the City of Hurst do not contain or require an engineer or architects seal or approval.



RECEIVED

APR 30 REC'D

Public Works
Operations

CITY OF HURST

INVITATION TO BID

The City of Hurst is soliciting sealed bids to award an annual contract for the City's **High Density Mineral Bond Seal program**. At the City's option, this agreement may be renewed for four additional twelve month periods.

The successful bidder shall furnish all materials, labor, tools, public safety equipment, and incidentals necessary to install a high performance pavement seal to City locations as set forth in these specifications.

Designate on the front, lower, left hand corner of your response envelope, the following:

Bid Reference Number: 19-007

Subject: High Density Mineral Bond Seal

Bid Closing Time: April 29, 2019 at 10:00 AM

Note: Submit one original and one copy of your bid to the City. Please note on the front page which one is the original bid.

For Convenience at Bid Opening, Enter Total Quote on this Cover Page and Include in Sealed Response Envelope. (**Do Not** Place Quoted Prices on the Outside of the Envelope):

Bidder's Name: Andale Construction, Inc.

Total Cost: \$ 175,500.00

(Also, Enter Amount in "Authority to Quote" Section)

TABLE OF CONTENTS

Scope and Intent	Cover Page
Instructions to Bidders	Page 3
Bond, Insurance, and Indemnity	Page 14
Specifications	Page 15
Authority to Quote	Page 16
References, Attachment I	Page 18
Insurance Requirements, Attachment II	Page 19
Standard Form of Agreement, Attachment III	Page 25
Performance Bond	Page 31
Payment Bond	Page 33
Maintenance Bond	Page 35

INSTRUCTIONS TO BIDDERS

1. **BID SUBMISSION ADDRESS AND DEADLINE**

Completed bids will be received in Risk/Purchasing, City Hall, 1505 Precinct Line Road, Hurst, TX 76054 until the bid submission deadline (closing time and date) as stated on the cover page. Bid responses received after the closing time and date cannot be accepted. Faxed responses or other electronically submitted bids cannot be accepted.

If you do not wish to bid at this time, please submit a "No Bid" by the same time and date at the same location as stated for bidding.

2. **SIGNATURES**

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be accepted.

3. **DEVIATIONS BETWEEN BID SPECIFICATIONS AND WORK PERFORMED**

The City reserves the right to perform a visual inspection and conduct engineering tests to verify compliance with all bid specifications and engineering standards for this type of work. Should the work fail to meet the bid specifications or engineering standards, the successful Bidder agrees that the City may elect to require specific performance by the successful Bidder at no additional cost to the City.

4. **SAMPLES**

Samples of items used in this project, when required, must be furnished free, and, if the Bidder has not requested the return of the samples within 30 days from the bid opening date, the samples may be disposed of by the City.

5. **ALTERING BIDS**

Bids cannot be altered, amended or withdrawn by the Bidder after the bid opening deadline. Any interlineations, alteration, or erasure made before this deadline, must be initialed by the signer of the bid, guaranteeing authenticity.

6. **MODIFICATIONS AND AMENDMENTS**

The City shall have the right to modify the specifications prior to the bid submission deadline and will endeavor to notify all potential Bidders that have received a copy of the bid specifications, but failure to notify shall impose no obligation or liability on the City.

7. **BID WITHDRAWAL OR REJECTION**

The City reserves the right to withdraw the request for bids for any reason. The City further reserves the right to accept or reject part or all of any specific bid or all bids and to accept or reject any trade-in.

8. **LATE BIDS**

The City of Hurst is not responsible for lateness or non-delivery of mail, carrier, etc. to the City, and the time and date recorded in the Purchasing Office shall be the official time of receipt.

9. **IDENTICAL BIDS**
In the event of two or more identical low bids, the contract will be awarded as prescribed by Chapter 271, Subchapter Z, Section 271.901 of Vernon's Texas Local Government Codes Annotated.
10. **PRICES HELD FIRM**
All prices quoted by the Bidder will remain firm for a minimum of 90 days from the date of the bid closing until contract execution unless otherwise specified by the City.
11. **DESTINATION CHARGES**
All materials and equipment used in this project shall be included in the Bidder's quote, including all travel and destination charges.
12. **TITLE/RISK OF LOSS**
The risk of loss of the project shall not pass to the City until the City actually takes final acceptance of the project.
13. **CONTRACT COMPLETION DATE**
A delivery or contract completion date is to be provided by the Bidder unless otherwise stated in the City's specifications. This date may, where time is of the essence, determine the contract award. Fees for delay may be assessed beginning on the first day following the maximum delivery or completion time as stated in the plans and specifications.
14. **DEVIATION FROM SPECIFICATIONS**
Any deviations from specifications and alternate bids must be clearly shown with complete information provided by the Bidder. They may or may not be considered by the City.
15. **UNIT PRICES AND EXTENSIONS**
If unit prices and their extensions do not coincide, the City may accept the bid for the lesser amount.
16. **ASSIGNMENT**
The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without the written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assignor of the liability in the event of default by the assignee.
17. **BID AMBIGUITY**
Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with the specifications, instructions, and all conditions of bidding shall be construed in the favor of the City.
18. **CHANGE ORDERS**
No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications. All change orders to the agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City.

19. **LIENS**

The successful Bidder agrees to and shall indemnify and save harmless the City of Hurst 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 Supplier(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

20. **PATENT INDEMNITY**

The successful Bidder hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the successful Bidder agrees to indemnify and hold harmless the City of any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

21. **GRATUITIES/BRIBES**

The City may, by written notice to the successful Bidder, cancel this agreement without liability to the successful Bidder if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative to any City officer, employee, or elected representative with the respect to the performance of the agreement. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.

22. **RESPONSE FORM TO BE USED**

Unless otherwise stated in these specifications, the bid quote must be submitted on the form provided. See Paragraph 37.

23. **SAFETY DATA SHEETS (SDS)**

No SDS's are required for this bid.

24. **DURATION OF AGREEMENT and PRICE ADJUSTMENTS**

The successful Bidder will be awarded a twelve (12) month agreement effective the date of award. Prices must not be increase for the entire agreement period. At the City's option, the agreement may be renewed for four (4) additional twelve (12) month periods, then from month-to-month until a new agreement is terminated. The items purchased under this agreement may be subject to a price increase at the time of renewal based on the current Producers Price Index or Employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Bureau of Labor Statistics does not accumulate data on the products or services defined by these specifications, by mutual agreement, the successful bidder may increase its prices for an amount not the exceed 5%.

Price decrease are allowed at any time.

Any request for a price increase must be presented to the City at least 60 days before the expiration of the current agreement.

25. **TERMINATION OF AGREEMENT**

The City reserves the right to terminate this agreement with ten (10) days written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City. Upon

delivery of such notice by the city to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly 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 Bidder shall submit a statement to the City for payment of that portion of the agreement successfully performed.

26. **PAYMENT and TAXES**

Payment to the successful Bidder will be as a lump sum payment after satisfactory receipt of the product, as determined by the City, and receipt of invoice or other billing instrument used by the successful Bidder. The City is exempt from Federal Excise and State Tax, therefore, tax must not be included in the bid price.

All prices quoted shall include all charges, including delivery and set-up fees.

27. **WAGE RATES FOR CONSTRUCTION OF A PUBLIC WORK**

All bidders will be required to comply with Chapter 2258, Prevailing Wage Rates of Vernon's Texas Codes Annotated with respect to the payment of prevailing wage rates. This applies to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under the public supervision or direction. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.

A worker employed on a public work by or on behalf of the City shall be paid not less than the general prevailing rate of per diem wages for the work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

The State of Texas has adopted the Federal Davis-Bacon wage rates for the use in Texas and the City pursuant to and in accordance with the Texas Government Code, Section 2258.022. You may access the U. S. Department of Labor web site at the following web address to obtain these rates to be used in Tarrant County:

www.access.gpo.gov/davisbacon/index.html/

It shall be the responsibility of the successful bidder to obtain the proper wage rates from this site for Tarrant County for the type of work defined in these bid specifications.

28. **BRAND or MANUFACTURER'S REFERENCE**

The City of Hurst has determined that any brand name listed in the specifications meets the City's needs. This manufacturer's reference is not intended to be restrictive, but descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the bid is fully noted with the manufacturer's brand name and model. The city reserves the right to determine products of equal value.

Bidders will not be allowed to make unauthorized substitutions after award is made.

29. **COOPERATIVE GOVERNMENTAL PURCHASING**

Other Governmental entities utilizing interlocal agreements with the City of Hurst, may desire, but are not obligated, to purchase goods or services defined in this solicitation from the successful Bidder. All purchases by governmental entities, other than the City of Hurst, will be billed directly to and paid by that governmental entity. The City of Hurst will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with successful Bidder and be responsible for ensuring full compliance with the bid specifications.

Prior to other governmental entities placing orders, the City of Hurst will notify the successful bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City of Hurst.

☐ Yes, Others can purchase; ☒ No, Only the City of Hurst can purchase

30. **NOTIFICATION OF BID SPECIFICATIONS**

Please check below how you learned of these bids specifications:

☐ City Newspaper Advertisement; ☐ PublicPurchase.com
☐ City Mailed Me a Copy; ☐ Cold Call to the City
☒ City's Web Site ☐ Other: _____

31. **COMMENCEMENT OF WORK**

The successful Bidder will notify the City 48 hours prior to beginning work.

32. **FINANCIAL STATEMENT**

If requested by the City, the bidder shall provide a current financial statement audited by a Certified Public Accountant (CPA).

33. **STANDARD FORM OF AGREEMENT**

The successful Bidder shall agree to use the City's "Standard Form of Agreement". See sample attached.

34. **REFERENCES**

Each Bidder is to provide a minimum of three (3) verifiable references in which the Bidder has provided this or a similar service. List the references on Attachment I.

35. **CLAIMS and DAMAGES**

The Contractor agrees to assist and cooperate with its insurance carrier in the investigation and review of all third-party claims. In the event the Contractor fails to assist and cooperate with its insurance company, the City reserves the right and option to withhold a sum from the next payment due the Contractor or its final payment equal to a

reasonable sum equivalent to the claim. In the event the Contractor continues its failure to assist and cooperate with its insurance company for a period of thirty (30) days after the City notifies it that the City has withheld such amount, the City reserves the right and option to resolve and settle the claim with said funds. Any funds in excess of the amount necessary to settle the claim shall be paid to the Contractor.

36. **VIDEO TAPE OF PRE-EXISTING CONDITIONS**

At the City's request, the successful Bidder agrees to video tape, to the City's satisfaction, the property site, and its adjacent areas, prior to the beginning of site preparation or construction. A copy of this tape shall be given to the City for its records.

37. **CONFLICT OF INTEREST**

Pursuant to the requirements of Section 176.002(a) of the Texas Local Government Code, Suppliers or Respondents who meet the following criteria must fill out a conflict of interest questionnaire no later than the 7th day after the person begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposals or bids, correspondence or another writing related to a potential agreement with the City:

A Supplier or Respondent that:

- (1) contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; or
- (2) is an agent of a person described in Subdivision (1) in the person's business with a local governmental entity. Any person who meets the criteria. As for enforcement to ensure the veracity of the Suppliers, the statute makes it a Class C Misdemeanor to violate the Supplier disclosure provisions.

By submitting a response to this Bid/RFP, supplier, contractor or person represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

38. **FUNDING OUT**

The continuation of this annual agreement with the successful bidder is contingent, in part, upon the continued availability of appropriations.

39. **EXCESS OR INCORRECT QUANTITIES**

Materials delivered in error or in excess of the quantity ordered may, at the City's option, be returned at the Bidder's expense.

40. **NUMBER OF BIDS TO SUBMIT TO THE CITY**

Submit one original and one copy of your bid to the City. Please note on the front page which one is the original bid.

41. **SPECIFICATION CLARIFICATION**

For clarification to these specifications, call the City's Streets Division at (817) 788-7202 or Risk/Purchasing at (817) 788-7017.

42. **CONSTRUCTION REQUIREMENTS**

- Equipment: Use a continuous flow mixing unit.
 1. Capable of applying at least 15,000 square yards of material per day.
 2. Equipped with full sweep agitation system to assure proper suspension of fine aggregates.
 3. Equipped with an operator control station that adjusts material spread rate in accordance with project calibration process.
 4. Equipped with two separate filters. The primary filter should be at least 200 square inches with a face of 3/8 inch. The secondary filter needs to be at least 1,500 square inches with a filter face of 1/8 inch.
 5. Equipped with retractable spray bar capable of applying mixture without drilling. The bar should be positioned to meet calibration requirements.
- Storage Tanks.
 1. When delivering mix from the central mixing plant to a job site storage tank, use only storage tanks with a capacity to contain the entire transport load.
 2. Ensure that all site storage tanks have internal full sweep mixing mechanisms and mixing capability that can provide at any given point in the tank a homogenous mix.

43. **PREPERATION**

- Calibration: On a test strip at least 300 feet long, determine the correct pump settings, spray bar height, and ground speed for the application equipment. Apply material with pump settings at 80 percent of maximum output (+ or - 5%) and a ground speed of 300 to 400 feet per minute.
 1. Do not begin or continue application without Engineer's knowledge of the calibration process and equipment settings.
 2. Do not deviate from calibration settings without Engineer's knowledge.
- Cleaning: Remove loose material, mud spots, sand, dust, oil, vegetation and other objectionable material. Do not flush water over cracks or apply pressurized water to cracked pavement. Clean the surface prior to installation.

44. **PROTECTION**

- Implement the traffic control plan requirements. Provide safe passage for pedestrians and vehicles. Do not proceed without flaggers.
 1. All barricades, signs and traffic control for this project shall conform to the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) for Streets and Highways. Proper traffic control is the sole responsibility of the contractor and shall be in accordance with the

TMUTCD. Care shall be used to create a safe work area, with minimal impact on the flow of traffic.

2. A minimum of two travel lanes (one for each direction) shall remain open at all times on all arterial streets.
 3. A traffic control plan for each phase of the project shall be submitted to the City of Hurst Streets Division no less than 48 hours prior to the beginning of construction.
 4. Construction cannot begin without a traffic control plan approved by the City.
- Protect trees, plants, and other ground cover from damage at no additional cost to the City.
 - Install invert covers.
 - Mask off end of streets and intersections to provide straight lines:
 1. Make straight lines along lip of gutters and shoulders. Keep same thickness in these areas. No runoff on these areas will be permitted.
 2. Mask-off Street Fixtures
 - Protect structures, curb, gutter, sidewalks, guardrails, guide posts, etc. from spatter, mar, or overcoat.
 - Protect surface treatment materials from traffic until it has cured.

45. **APPLICATION**

- Application Rate: If two separate application coats are required. The first application must be thoroughly dry and free of any damp areas before the second application begins.
 1. First application: 0.20 gallons per square yard minimum.
 2. Second application: 0.16 gallons per square yard minimum.
- Spreading. Keep constant delivery rate of material per square yard of surface.
 1. Do not reduce application rate along edges or around manhole covers.
 2. Apply both applications right to the edge of the pavement. Do not back away from curbs, manhole covers, and edges on either application.
 3. Make straight lines at all locations.
 4. Use hand squeegees to spread mix in areas that cannot be reached with distribution spray bar.
 5. Provide complete and uniform coverage.
 6. Avoid unsightly appearance from hand work.

46. **AFTER APPLICATION**

- Leave no streaks caused by plugged nozzle or improper spray bar height.
- Leave no holes, bare spots, or cracks.
- Expose and clean manholes, valve boxes, inlets and other service entrances and Street Fixtures.
- Do not permit traffic on product until surface has cured.

47. **SUBMITTALS**

- Traffic control plan.
- Notification plan for residents, mail, trash, other delivery services and emergency services.
- Mix Design: 10 days prior to use.

- Certification from emulsion manufacturer stating the base emulsion meets the requirements of the High Density Mineral Bond base emulsion in section 55 of this specification.
- Certification from the manufacturer stating the completed High Density Mineral Bond meets the requirements of section 56 of this specification.
- Warranty.

48. **QUALITY ASSURANCE**

- Contractor has successfully completed at least five (5) projects of similar size and nature, using the same mix design as described. Acceptable performance after five year period is no less than 70% residual coverage in the treated surface area.
- Foreman of the crew has completed at least three (3) projects of similar size and nature.
- Do not change the source of the emulsified asphalt or aggregate without supporting changes in the mix design.
- Reject asphalt emulsion that does not meet requirements of this section.
- Remove product found defective after installation and install acceptable product at no additional cost to the City.

49. **WEATHER**

- Temperature:
 1. Apply surface treatment material when air and roadbed temperatures in the shade are 45° Fahrenheit (°F) and rising.
 2. Do not apply surface treatment material if pavement or air temperature is below 45° Fahrenheit (°F) and falling or if the finished product will freeze before 48 hours.
- Moisture: Do not apply surface treatment material during rain or unsuitable weather.

50. **WARRANT**

- The surface treatment material must carry a warranty from both the Contractor and the manufacturer for a period of five (5) years when applied to pavement in appropriate condition. Acceptable performance after 5 years is defined as, no less than 70% residual inter-aggregate coverage in the treated surface area. The warrant includes coverage for peeling and delamination. Mechanical disturbances by snow plow chatter, studded tires, etc. are excluded from warranty.

51. **HIGH DENSITY MINERAL BOND BASE EMULSIFIED ASPHALT**

- Non-ionic base emulsion used in High Density Mineral Bond, at 77° F., must meet the requirements of Table 1 below.

Table 1

Non-Ionic Emulsion – Emulsifier Type: Inorganic*			
Criteria	ASTM/AASHTO METHOD	Specification	Unit
Initial Brookfield Viscosity at 77°F (RV-5, 20 rpm)	D2196	11,000 – 20,000	cPs
pH	E70	5.0 – 7.5	pH
Density	T59	8.5 – 9.0	lbs/gal
Solids Content	T59	50.0 – 54.0	%, by weight
Ash Content of emulsion	T111	4.0 – 6.0	%, by weight
*Inorganic is defined as a non-carbon-based emulsifier			

52. **AGGREGATE**

- Slate:

Table 2

Slate			
Criteria	ASTM METHOD	Specification	Unit
Specific gravity	C128	>2.6	--
Compression	C170	11,000 min	psi

- Refined Corundum

Table 3

Refined Corundum		
Criteria	ASTM Method	Specification
Specific Gravity	C128	> 3.9
Knoop 100 Hardness	C1326	> 2,000
Ball Mill Fiability	ANSI B74.8	50 (14 grit)

53. **COMPLETED HIGH DENSITY MINERAL BOND MIX DESIGN**

- Completed high Density Mineral Bond material, prior to being loaded for install must meet the requirements in Table 4 below:

Table 4

Criterion	ASTM/AASHTO Method	Specification	Unit
Asphalt Content	D2172 ¹	17.0 – 20.0	%, by weight
Solids Content	D1644	55.0 – 63.0	%, by weight
Initial Brookfield Viscosity at 77°F (RV-4, 20 rpm)	D2196	5,500 – 9,000	cPs
Ash Content of wet mix	C2939	>38.0	%, by weight
Ash Content of Solids	T111 ²	>63.0	%, by weight
Density	T59	>11.0	lbs/gal
pH	E70	6.0 – 8.0	
Total Inorganic Aggregate Content	T111 ³	>34.0	%, by weight
Total Sand Content		<6.0	%, by weight
Maximum VOC	D3960	<5.0	g/l
Resistance to Re-emulsification	D2939	No Re-emulsification	--
Wear Resistance	D2486 Modified ⁴	<4.0%	% loss, by weight
- Report Asphalt Content of Mixture prior to being loaded for install as % Solids minus % Ash. - Ash Content as a percentage of Solids Content. - Ash Content of completed HDMB minus Ash Content of HDMB Base Non-Ionic Emulsion. Total Inorganic Aggregate Content defined as slate, refined corundum, and sand. - ASTM D2486 (Modified): Prepare samples at 48 Wet Mills on glass panel. Dry at 77°F for 3 days. Immerse in water for 24 hours at 77°F. Test scrub resistance with 1,000 gram brass brush for 12,000 cycles. Report % of dry film lost.			

BONDS, INSURANCE, and INDEMNITY

BONDS

Bid Bonds

All bids shall be accompanied by a bid bond and power of attorney issued by a corporate surety authorized (licensed) to do business in the State of Texas and acceptable to the City in the amount of 5% of the total maximum bid as guarantee that the bidder will enter into a contract and execute performance, payment, and (if required) maintenance bonds within ten (10) days after notice of award of contract. In lieu of a bid bond, the City will accept a cashier's check issued on a national or state bank.

Performance, Payment, and Maintenance Bonds

The successful bidder must furnish performance, payment, and maintenance bonds with the appropriate "powers of attorney" in the amount of one hundred percent (100%) of the contract total maximum price from a corporate surety authorized (licensed) by the State of Texas and acceptable to the City. The maintenance bond shall be in effect for a period of two (2) years after final acceptance of the work.

NOTE: Performance, payment, and maintenance bonds will not be required on contracts that do not exceed the annual sum of \$25,000.

INSURANCE

The successful Bidder shall meet the minimum insurance requirements as defined in Attachment II.

INDEMNITY

The successful Bidder agrees to defend, indemnify, and hold the City and all of its officers, agents, employees, and elected officials whole and harmless to the extent authorized by law against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Bidder, or any agent, servant, or employee of the successful Bidder in the execution of the performance of this agreement, without regard to whether such persons are under the direction of City agents or employees.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Andale Construction Inc.
3170 N. Ohio Street
Wichita, KS 67219

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201-1635

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Hurst
1505 Precinct Line Road
Hurst, TX 76054

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

High Density Mineral Bond Program, Bid #19-007

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of April, 2019


(Witness)

Andale Construction Inc.

(Principal)

(Seal)

By:

(Title)

Old Republic Surety Company

(Surety)

(Seal)

By:

(Title) Debra J. Scarborough Attorney-in-Fact

Surety Phone No. 262-797-2640



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

CHRISTY M. BRAILE, DEBRA J. SCARBOROUGH, JEFFREY C. CAREY, MARY T. FLANIGAN, PATRICK T. PRIBYL, LAURA M. BUHRMESTER, EVAN D. SIZEMORE, CHARISSA D. LECUYER, CHARLES R. TETER, III, REBECCA S. LEAL, TAHITIA M. FRY, C. STEPHENS GRIGGS, MEGAN L. BURNS-HASTY, OF KANSAS CITY, MO

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
FIFTY MILLION DOLLARS (\$50,000,000) ----- FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

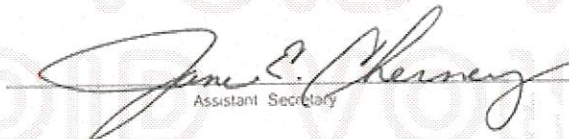
RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19TH day of FEBRUARY, 2019.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary

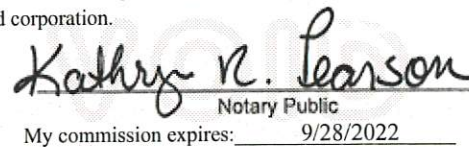



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 19TH day of FEBRUARY, 2019, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2022

CERTIFICATE

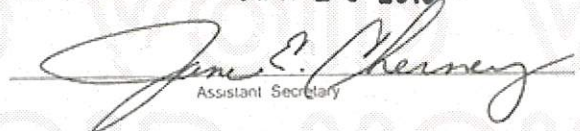
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5654



Signed and sealed at the City of Brookfield, WI this

day of APR 29 2019


Assistant Secretary

LOCKTON COMPANIES, LLC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Old Republic Surety Company's and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

1-(800) 527-9834

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

**PO Box 569480
Dallas, TX 75356-9480**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-(800) 252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or Old Republic Surety Company and/or Old Republic Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR

POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Old Republic Surety Company's / Old Republic Insurance Company's para informacion o para someter una queja al:

1-(800) 527-9834

Usted tambien puede escribir a Old Republic Surety Company / Old Republic Insurance Company:

**PO Box 569480
Dallas, TX 75356-9480**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o Old Republic Surety Company / Old Republic Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

SPECIFICATIONS

1. ESTIMATED ANNUAL QUANTITIES

The City estimates that it will treat approximately 50,000 SY of asphalt a year. These estimated quantities are based upon the best available information. The City reserves the right to increase or decrease the quantity by any amount deemed necessary to meet its needs without any adjustments in the quoted price.

2. MINIMUM QUALITY SPECIFICATIONS

All products quoted must be in full compliance with acceptable portions of the last edition of Texas Highway Standard Specifications.

3. DELIVERY LOCATION

All deliveries are to be made to the following address:

Streets Division
Various locations within Hurst
City of Hurst Service Center
2001 Precinct Line Road
Hurst, TX 76054

AUTHORITY TO QUOTE

I agree to meet the stated minimum requirements as set forth in these specifications and any documents attached for the total price of:

The following quote includes the cost of all labor, materials, incidentals, tools, and safety equipment.

As Primary Supplier

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL
1.	Mobilization, Notification, Traffic Control, Clean, prepare and place High Density Mineral Bond seal in accordance with attached Bid Item Notes and Specifications	\$ 3.51	50,000 SY	\$ 175,500.00
TOTAL (Also, place this total on the cover page)				\$ 175,500.00

WE AGREE TO SERVE AS A SECONDARY SUPPLIER IF NOT SELECTED AS THE
PRIMARY SUPPLIER..... [] YES; [X] NO.

Bidder/Company Name: Andale Construction, Inc.

Authorized Representative: Pete J Molitor

Signed: Pete J Molitor

Title: President

Address: 3170 N. Ohio St.

City, State & Zip: Wichita, KS 67219

Telephone: (316) 832-0063

Fax #: (316) 440-8810

E-Mail Address: jackie@andaleconstruction.com

Date: 04/25/19

Estimated Number of Days to

Begin Work After Receipt of City's Proceed Letter: 14 days

Warranty (Please Describe): 2 years - Workmanship and Materials

ATTACHMENT I

REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the Bidder has sold and maintained this or a similar product.

Company Name: See Attached

Address: _____

Contact Person: _____

Telephone #: () _____

Project Awarded by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: () _____

Project Awarded by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: () _____

Project Awarded by Reference: _____

CONTRACT AMOUNT	CLASS OF WORK	DATE COMPLETED	LOCATION CITY-COUNTY-STATE	NAME AND DETAILED ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$15,705	HA5	10/29/17	City of Laredo, TX	City of Laredo, 1110 Houston Street, Laredo, TX 78040
\$120,701	HA5	10/31/17	Barton Creek HOA, Austin, TX	Barton Creek HOA, 7035 Bee Cave Rd., Suite 108, Austin, TX 78746
\$ 146,402	HA5	04/18/18	City of Seguin, Seguin, TX	City of Seguin, 205 N River St., Seguin, TX 78155
116,914	HA5	04/20/2018	Killam Development	Killam Development 4320 University Blvd. Laredo, TX 78041
824,575	HA5	IN PROGRESS	Midland, Midland County, TX	City of Midland, TX 300 North Loraine, PO Box 1152 Midland, TX 79702

ATTACHMENT II

INSURANCE

SECTION A. Prior to the approval of this agreement/contract by the City, the successful Bidder/Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriters/insurance carriers to the coverages, limits, and termination provisions shown thereon. **THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.**

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and 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 Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at the Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following types and amounts:

	TYPE	AMOUNT
1.	Workers' Compensation and Employer's Liability	Statutory \$100,000/500,000/100,000

	TYPE	AMOUNT
2.	Commercial General (Public) Liability insurance including coverage for the following: a. Premises Operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury f. Contractual liability g. Medical payments	Combined single limit for bodily injury and property damage in the amount of \$500,000 per occurrence or its equivalent.

	TYPE	AMOUNT
3.	Comprehensive Automobile insurance, including coverage for loading and unloading hazards, for: a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined single limit for bodily injury and property damage in the amount of \$500,000 per accident or its equivalent.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The successful Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate, or its attachment, the following required provisions:

- A. Name the City of Hurst and its officer, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- B. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change; 10 days notice for workers' compensation coverage;
- C. The Contractor agrees to waive subrogation against the City of Hurst, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- D. All copies of the certificates of insurance shall reference the project name or bid number for which the insurance applies;
- E. Provide that all provisions of this agreement concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability sufficient to include such obligations within applicable policies;
- F. For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life

of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of 5 years which shall begin at the end of the warranty period;

- G. Provide for notice to the City of Hurst at the two addresses shown below by registered mail.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior to the change. The notice must be accompanied by a replacement Certificate of Insurance.

All notices shall be given to the City at the following two addresses:

Streets Division
City of Hurst Public Works Department
2001 Precinct Line Road
Hurst, TX 76054

Risk/Purchasing
City Hall
1505 Precinct Line Road
Hurst, TX 76054

SECTION D. Approval, disapproval, or failure to act by the City of Hurst regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

**WORKERS' COMPENSATION INSURANCE
FOR
BUILDING OR CONSTRUCTION PROJECTS**

TEXAS WORKERS' COMPENSATION COMMISSION RULE 28, §110.110

As required by the Texas Workers' Compensation Commission Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

Workers' Compensation Insurance Coverage

A. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project – includes the time from the beginning of the work on the project until the Contractor's/Person's work on the project has been completed and accepted by the City of Hurst.

Persons providing services on the project ("Subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employee of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the City of Hurst prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Hurst showing that coverage has been extended.

- E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Hurst:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the City of Hurst will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The Contractor shall notify the City of Hurst in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
 - (2) Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A Certificate of coverage prior to the other person beginning work on the project; and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (5) Retain all required certificates of coverage on file for the duration of the project, and for one year thereafter;
 - (6) Notify the City of Hurst in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Hurst that all employees of the Contractor who provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provision is a breach of contract by the Contractor which entitles the City of Hurst to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City of Hurst.

As defined by the Texas Labor Code, Chapter 269, Section 406.096 (e), building or construction is defined as:

- 1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- 2. Remodeling, extending, repairing, or demolishing a structure; or
- 3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2019

DATE (MM/DD/YYYY)

4/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1335165 ANDALE READY MIX CENTRAL, INC. ANDALE CONSTRUCTION, INC. 3170 N. OHIO WICHITA KS 67219	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: Indian Harbor Insurance Company	36940
	INSURER C: Travelers Property Casualty Co of America	25674
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES *

CERTIFICATE NUMBER: 16039890

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	GLO0183143-02	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	BAP0183144-02	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	N	N	SXS0052728	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC0183142-02	10/1/2018	10/1/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	LEASED/RENTED EQUIPMENT	N	N	QT6302L726757TIL18	10/1/2018	10/1/2019	\$375,000 BLANKET LIMIT PER ITEM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF HURST AND ITS OFFICERS, EMPLOYEES, AND ELECTED REPRESENTATIVES ARE ADDITIONAL INSURED ON GENERAL AND AUTO LIABILITY COVERAGE, ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON WORKERS COMPENSATION, GENERAL AND AUTO LIABILITY COVERAGE, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER

CANCELLATION

16039890 CITY OF HURST PUBLIC WORKS DEPARTMENT - STREET'S DIVISION 2001 PRECINCT LINE ROAD HURST TX 76054	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Andale Construction, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 3170 N. Ohio St.	Requester's name and address (optional)
6 City, state, and ZIP code Wichita, KS 67219	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	5	-	3	2	7	4	0	0	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Joekii Brader</i>	Date ► <i>3-13-19</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Executed on behalf of CONTRACTOR by its owner or authorized representative shown below,
and on behalf of OWNER by its authorized representative, this agreement will be effective on

the 3rd day of May, 2019.

15th
cc

OWNER:

City of Hurst

1505 Precinct Line Road

Hurst, TX 76054

CONTRACTOR:

Name: Andale Construction, Inc.

Address: 3170 N Ohio St

City: Wichita

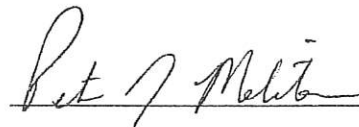
State: Kansas

Zip: 67219

By: 

Clay Caruthers
(Print Name)

City Manager
(Print Title)

By: 

Pete J Molitor
(Print Name)

President
(Print Title)

Seal (If Corporation)

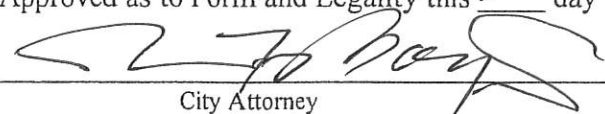
Recommended By:


(Signature)

Greg Dickens
(Print Name)

Executive Director of Public Works
(Title)

Approved as to Form and Legality this 3rd day of May, 2014. 2019


City Attorney

ATTACHMENT III

(Sample, Only; Do Not Complete Unless Awarded the Bid)

STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF HURST AND CONTRACTOR

THIS AGREEMENT is effective as of the date stated on the signatory page by and between the City of Hurst (hereinafter called OWNER) and

Andale Construction, Inc.

of the City of Wichita, County of Sedgwick,

State of Kansas (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

The PROJECT for the Work detailed under the Contract Documents (see Article 7 of this Agreement for items included in the "Contract Documents") is generally identified as follows:

~~Annual Miscellaneous Concrete Replacement for Street and Drainage~~
~~Improvements~~ High Density Mineral Bond Seal
Bid Reference Number: ~~14-024~~ 19-007

Article 2. CONTRACT TIME

2.1. This contract will begin on its execution and continue for twelve months. At the City's option this agreement may be renewed for four, additional 12-month periods.

2.2. OWNER and CONTRACTOR recognize that time is of the essence with this agreement and OWNER and CONTRACTOR agree that if the Work is not completed within the time mutually determined by the CONTRACTOR and OWNER, plus written extensions allowed by OWNER, that OWNER shall deduct \$100 a working day from the amount due CONTRACTOR for delay (but not as a penalty) for each day that expires after the time period set at the beginning of the project.

Article 3. CONTRACT PRICE.

3.1 OWNER shall pay CONTRACTOR price as quoted in Contractor's bid plus additional work performed when authorized by OWNER.

Article 4. PAYMENT PROCEDURES.

4.1 Payment to CONTRACTOR will in one lump sum after satisfactory completion, and acceptance by the City, of the work defined in the contract documents and receipt of invoice or other billing instrument used by CONTRACTOR. All charges are to be less sales tax as OWNER is tax exempt.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this agreement CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract, Documents, Work to be performed, site(s), locality, tests, reports, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

5.2 CONTRACTOR has correlated the results of all such observations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

5.3 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

Article 6. MISCELLANEOUS

6.1 ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

6.3 TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of the termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less

such payments on account of the changes as have been previously made. Copies of all completed designs, plans, and specifications prepared under this Contract shall be delivered to OWNER when and if this Contract is terminated.

6.4 CLEANUP:

During Work

CONTRACTOR shall, at all times, keep the job site free from materials, debris, and rubbish as is practical and shall remove same from any portion of the job site when, in the opinion of the City's representative, it becomes objectionable, interferes with the project or endangers the safety of the general public.

Final

Upon completion of the work, CONTRACTOR shall remove from the site, all materials, tools and equipment belonging to him, and leave the site with an appearance acceptable to the City's representative. CONTRACTOR shall thoroughly clean all equipment and material installed by him and shall deliver over such materials and equipment in a clean and new appearing condition. Any area damaged or disturbed by CONTRACTOR outside the City rights of way and easements shall be restored to original condition to the satisfaction of the property owner. A release from the property owner may be required. Restoration of all other areas outside the actual work site shall be to original condition or as outlined in the Contract Documents.

6.5 SUBCONTRACTING

1. CONTRACTOR may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

2. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.

3. CONTRACTOR shall be as fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

4. CONTRACTOR shall have a person, that is on his payroll and with the authority to make decisions, on site at all times. This individual must be able to communicate in English.

5. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

6.6 PERMITS AND LICENSES: CONTRACTOR shall procure at his expense all permits and licenses necessary, pay all charges and fees and give all notices

- necessary and incident to the prosecution of the work. Fees, except for special licensing, such as Master Electrician, etc., will be waived for required City permits.
- 6.7 **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:** CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, religion, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay, or other forms of compensation, selection of training, including apprenticeship, and participating in recreational and education activities. CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration of employment without regard to race, color, sex, religion, national origin, or disability. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for standard commercial supplies, raw materials, and labor.
- 6.8 **INSURANCE:** Prior to execution of this Contract, and before CONTRACTOR begins Work, CONTRACTOR must provide OWNER with proof of insurance as defined in the Contract Documents.
- 6.9 **SAFETY:** CONTRACTOR shall comply with all Occupational Safety and Health Act (OSHA) standards and any other Federal, State or Local rules and regulations applicable to construction and/or maintenance activities in the State of Texas.
- City Safety Personnel or any supervisor may, but are not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk or loss for injuries or damage sustained as a result of a violation of these safety articles from CONTRACTOR to OWNER. CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- 6.10 **CLAIMS and DAMAGES:** Any bodily injury or property damage to OWNER or third parties caused by CONTRACTOR, his employees, agents, or subcontractors must be resolved to OWNER's satisfaction prior to OWNER's release of CONTRACTOR's final payment.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between CONTRACTOR and OWNER concerning the work consist of the following:

- 7.1 Invitation to Bid
- 7.2 Bid Specifications and CONTRACTOR's Response
- 7.3 Insurance Attachment
- 7.4 Insurance Certificate (completed by CONTRACTOR's insurance agent/broker)
- 7.5 Bid, Performance, Payment, and Maintenance Bonds



May 3, 2019

City of Hurst
1505 Precinct Line Road
Hurst, TX 76054

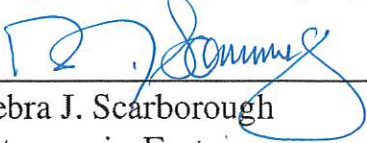
Re: Andale Construction Inc.
Bond # 5141723
Bond Amount: \$175,500.00
High Density Mineral Bond, Bid #19-007

To Whom It May Concern:

This letter will serve as your authority to date the Bonds and the Powers of Attorney on the above captioned project.

Very truly yours,

Old Republic Surety Company

By: 
Debra J. Scarborough
Attorney-in-Fact

LOCKTON COMPANIES

444 W 47th Street, Suite 900 / Kansas City, MO 64112-1906
816.960.9000 / FAX: 816.960.9099

www.lockton.com

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF Tarrant

KNOWN ALL MEN BY THESE PRESENTS: That Andale Construction Inc. of the
 City of Wichita, County of Sedgwick and the State
 of Kansas as Principal, and Old Republic Surety Company
 authorized under the laws of the State of WI to act as surety on bonds for principals, are held
 and firmly bound unto The City of Hurst (Owner), in the penal
 sum of One Hundred Seventy Five Thousand Five Hundred and No/100 Dollars (\$ 175,500.00) for
 the payment whereof, the said Principal and Surety bind themselves, and their heirs,
 administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS: the Principal has entered into a certain written contract with the Owner, dated the
 day of , 20 , to which contract is hereby referred to and
 made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the
 said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully
 observe and perform all and singular the covenants, conditions, and agreements in and by said
 contract agreed and covenanted by the Principal to be observed and conformed, and according to
 the true and meaning of said Contract and the Plans and Specifications hereto annexed, then this
 obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond executed pursuant to the provisions of (Article
 5160) for Public Works)(Article 5472d for Private Work)* of the Revised Civil Statutes of Texas
 as amended and all liabilities of this bond shall be determined in accordance with the provisions
 of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no charge, extension of time, alteration
 or addition to the terms of the contract, or to the work performed thereunder, or the plans,
 specifications, or drawing accompany accompanying the same, shall in anyway affect its
 obligation on this bond, and it does hereby waive notice of any such change, extension of time,
 alteration or addition to the terms of the contract, or to the work to be performed thereunder.

* Not applicable for federal work. See "The Miller Act" 40 U.S.C. S270

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument
this _____ day of _____, 20____.

Andale Construction Inc. _____
Principal
By: *Pat Miller*
Title: President
Address: 3170 N. Ohio Street
Wichita, KS 67219

Old Republic Surety Company _____
Surety
By: *Debra J. Scarborough*
Debra J. Scarborough
Title: Attorney-in-Fact
Address: P.O. Box 1635
Milwaukee, WI 53201-1635
(262) 797-2640

The name and address of the Resident Agent or Surety is:

Stephanie Lynn Gunderson
3657 Briarpark Drive, Suite 700
Houston, TX 77042
(713) 458-2532

PAYMENT BOND

STATE OF TEXAS

COUNTY OF Tarrant

KNOWN ALL MEN BY THESE PRESENTS: That Andale Construction Inc. of the
 City of Wichita, County of Sedgwick and the State
 of Kansas as Principal, and Old Republic Surety Company
 authorized under the laws of the State of W to act as surety on bonds for principals, are held
 and firmly bound unto the City of Hurst (Owner), in the penal
 sum of One Hundred Seventy Five Thousand Five Hundred and No/100 Dollars (\$ 175,500.00) for
 the payment whereof, the said Principal and Surety bind themselves, and their heirs,
 administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS: the Principal has entered into a certain written contract with the Owner, dated the
 day of , 20 , to which contract is hereby referred to and
 made a part hereof as fully and to the same extent as if copied at length herein.

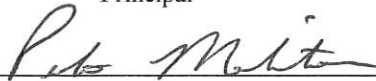
NOW, THEREFORE THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the
 said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the
 prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise
 to remain in full force and effect;

PROVIDED, HOWEVER, that this bond executed pursuant to the provisions of Article
 5160 for Public Works of the Revised Civil Statutes of Texas as amended and all liabilities of this
 bond shall be determined in accordance with the provisions of said Article to the same extent as if
 it were copied at length herein.

Surety, for value received, stipulates and agrees that no charge, extension of time, alteration
 or addition to the terms of the contract, or to the work performed thereunder, or the plans,
 specifications, or drawing accompany the same, shall in anyway affect its obligation on this bond,
 and it does hereby waive notice of any such change, extension of time, alteration or addition to the
 terms of the contract, or to the work to be performed thereunder.

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument
this _____ day of _____, 20____.

Andale Construction Inc.
Principal

By: 

Title: President

Address: 3170 N. Ohio Street

Wichita, KS 67219

Old Republic Surety Company
Surety

By: 

Title: Attorney-in-Fact

Address: P.O. Box 1635

Milwaukee, WI 53201-1635

(262) 797-2640

The name and address of the Resident Agent or Surety is:

Stephanie Lynn Gunderson

3657 Briarpark Drive, Suite 700

Houston, TX 77042

(713) 458-2532

MAINTENANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

THAT Andale Construction Inc. as PRINCIPAL, and
Old Republic Surety Company a CORPORATION organized under

the laws of WI, as Sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Hurst, a municipal corporation chartered by virtue of a Special Act of the Legislature of the State of Texas, at Hurst, Tarrant County,

Texas, the sum of One Hundred Seventy Five Thousand Five Hundred and No/100 Dollars (\$ 175,500.00) for the payment of which sum will and truly to be made until said City of Hurst, its successors jointly and severally.

This obligation is conditioned, however, that whereas said Andale Construction Inc.
 has this _____ day of _____, 20____, entered into a written contract with
 the said City of Hurst to build and construct the High Density Mineral Bond, Bid #19-007

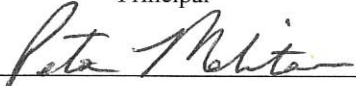
_____ in the City of Hurst, Texas, which contract and the Plans and Specifications therein mentioned adopted by the City of Hurst, are hereby expressly made a part hereof as though the same were written and embodied herein.

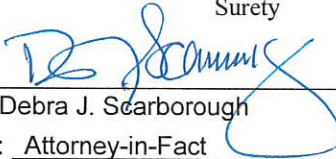
WHEREAS, under the plans and Specifications, and contract, it is provided that the CONTRACTOR will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance, and to do all necessary repairs that may arise on account of water leakage or otherwise, out of or arising from improper doing of the same, or on account of any defect arising in any parts of said work laid or constructed by the said CONTRACTOR, or on account of improper application or workmanship; and to respond to within five days and initiate repairs after proper notification of said repairs due to leakage, or otherwise, that may arise during the two (2) year period from the date of acceptance. It being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work, or labor performed by said CONTRACTOR; and in case the said CONTRACTOR shall fail to do so, it is agreed that the City may do said work and supply such materials, and charge the same against the said CONTRACTOR and SURETIES, on this obligation, and said CONTRACTOR and SURETIES hereon shall be subject to the liquidated damages mentioned in said contract for each day's failure on its part to comply wit the terms of the said provision of said contract.

NOW, THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall by null and void, and have no further effect, but if default

shall be made by the said CONTRACTOR in the performance of this contract to so maintain and repair said work, then these presents shall have full force and effect, and said CITY of HURST shall have and recover from said CONTRACTOR and SURETIES damages in the premises, as provided, and is further agreed that this obligation shall be continuing one against the PRINCIPAL and SURETIES, hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said Andale Construction Inc. has caused these presents to be executed by them; and the said Old Republic Surety Company has caused these presents to be executed by its ATTORNEY-IN-FACT Debra J. Scarborough and the said ATTORNEY-IN-FACT Debra J. Scarborough has hereunto set his hand this the _____ day of _____, 20____.

Andale Construction Inc.
Principal
By: 
Title: President
Address: 3170 N. Ohio Street
Wichita, KS 67219

Old Republic Surety Company
Surety
By: 
Debra J. Scarborough
Title: Attorney-in-Fact
Address: P.O. Box 1635
Milwaukee, WI 53201-1635
(262) 797-2640

The name and address of the Resident Agent or Surety is:

Stephanie Lynn Gunderson
3657 Briarpark Drive, Suite 700
Houston, TX 77042
(713) 458-2532

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

CHRISTY M. BRAILE, DEBRA J. SCARBOROUGH, JEFFREY C. CAREY, MARY T. FLANIGAN, PATRICK T. PRIBYL, LAURA M. BUHRMESTER, EVAN D. SIZEMORE, CHARISSA D. LECUYER, CHARLES R. TETER, III, REBECCA S. LEAL, TAHITIA M. FRY, C. STEPHENS GRIGGS, MEGAN L. BURNS-HASTY, OF KANSAS CITY, MO

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
FIFTY MILLION DOLLARS (\$50,000,000) ----- FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

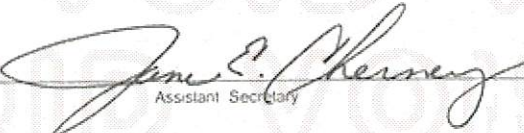
RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19TH day of FEBRUARY, 2019.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary

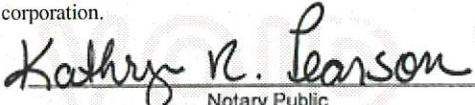



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 19TH day of FEBRUARY, 2019, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2022

CERTIFICATE

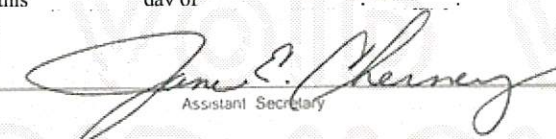
(Expiration of notary commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5654

Signed and sealed at the City of Brookfield, WI this day of




Assistant Secretary

LOCKTON COMPANIES, LLC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Old Republic Surety Company's and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

1-(800) 527-9834

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

**PO Box 569480
Dallas, TX 75356-9480**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-(800) 252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or Old Republic Surety Company and/or Old Republic Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR

POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Old Republic Surety Company's / Old Republic Insurance Company's para informacion o para someter una queja al:

1-(800) 527-9834

Usted tambien puede escribir a Old Republic Surety Company / Old Republic Insurance Company:

**PO Box 569480
Dallas, TX 75356-9480**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o Old Republic Surety Company / Old Republic Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



ANDALE CONSTRUCTION

3170 N Ohio St • Wichita, KS 67219 • 316-832-0063 (Office)

Addendum Request

Please find this Addendum Request to correct an error made on our contract regarding item # 29 Cooperative Governmental Purchasing. This box was incorrectly marked NO when in fact it should have been marked YES.

We would like to have this item corrected to reflect that Yes, Others can Purchase.

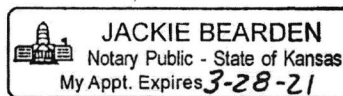
Attached is a corrected and initialed form for your files.

Pete J. Molitor / President

5-31-19

Date

Sworn before me this 31st day of May 2019.

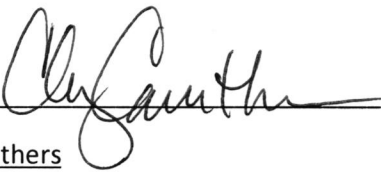


State of Kansas
County of Sedgwick
Commission Expires

3-28-21

City of Hurst Addendum Approval

Bid Contract 19-007 High Density Mineral Bond Seal

By: 

Clay Caruthers
(Printed Name)

City Manager
(Print Title)

Sworn before me the 31st day of May 2019



State of Texas

County of Tarrant

Commission Expires 6/13/21



29. **COOPERATIVE GOVERNMENTAL PURCHASING**

Other Governmental entities utilizing interlocal agreements with the City of Hurst, may desire, but are not obligated, to purchase goods or services defined in this solicitation from the successful Bidder. All purchases by governmental entities, other than the City of Hurst, will be billed directly to and paid by that governmental entity. The City of Hurst will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with successful Bidder and be responsible for ensuring full compliance with the bid specifications.

Prior to other governmental entities placing orders, the City of Hurst will notify the successful bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City of Hurst.

☒ Yes, Others can purchase; ☐ No, Only the City of Hurst can purchase

30. **NOTIFICATION OF BID SPECIFICATIONS**

Please check below how you learned of these bids specifications:

☐ City Newspaper Advertisement; ☐ PublicPurchase.com

☐ City Mailed Me a Copy; ☐ Cold Call to the City

☒ City's Web Site ☐ Other: _____

31. **COMMENCEMENT OF WORK**

The successful Bidder will notify the City 48 hours prior to beginning work.

32. **FINANCIAL STATEMENT**

If requested by the City, the bidder shall provide a current financial statement audited by a Certified Public Accountant (CPA).

33. **STANDARD FORM OF AGREEMENT**

The successful Bidder shall agree to use the City's "Standard Form of Agreement". See sample attached.

34. **REFERENCES**

Each Bidder is to provide a minimum of three (3) verifiable references in which the Bidder has provided this or a similar service. List the references on Attachment I.

35. **CLAIMS and DAMAGES**

The Contractor agrees to assist and cooperate with its insurance carrier in the investigation and review of all third-party claims. In the event the Contractor fails to assist and cooperate with its insurance company, the City reserves the right and option to withhold a sum from the next payment due the Contractor or its final payment equal to a



January 27, 2021

Andale Construction, Inc
3170 N. Ohio St.
Wichita, KS 67219

Re: 19-007 - High Density Mineral Bond Seal - HA5

To whom it may concern,

The City of Hurst Purchasing Department extends this invitation to renew the above mentioned contract for an additional one (1) year period. Please mark the appropriate response below and complete the vendor authorization. All prices must remain firm for the renewal period May 15, 2021 through May 14, 2022.

☒ Yes, we will accept the offer to extend the same contract pricing for the new renewal period

☐ Yes, we will accept the offer to extend the contract through the new renewal period, but with the attached price changes.

☐ No, we will NOT accept the offer to extend the contract.

Please email response to purchasing@hursttx.gov.

Sincerely,

Jerry Lewandowski
Director of Risk/Purchasing

Vendor Authorization:

Pete J Molitor

Printed Name

President

Title

Peter J. Molitor

Signature

02/01/2021

Date

**AMENDMENT TO HIGH DENSITY MINERAL BOND SEAL CONTRACT
ANDALE CONSTRUCTION, INC.**

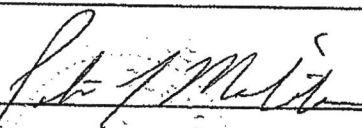
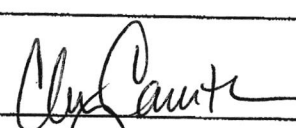
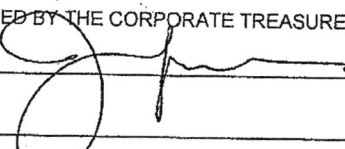
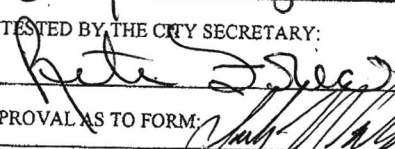
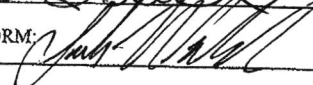
THIS AMENDMENT shall amend and shall constitute a part, together with any exhibits or schedules attached hereto, of that certain High Density Mineral Bond Deal Contract (the "Contract") made as of May 15, 2019 between ANADALE CONSTRUCTION, INC. ("Contractor") and the CITY OF HURST, TEXAS ("Owner") and the terms hereof will for all purposes be deemed incorporated into the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum will control. All capitalized terms, unless otherwise indicated, will have the meanings attributed to them in the Agreement.

I.

In Section 3.1, add the following language at the end of the section:

"As of January 1, 2022, OWNER shall pay CONTRACTOR a unit price of \$4.10 per square yard, plus additional work performed when authorized by OWNER."

Except as provided herein, all other terms and conditions remain in full force and effect.

ANADALE CONSTRUCTION, INC	City of Hurst, Texas
BY: 	BY: 
NAME: Peter J. Molitor	NAME: Clay Canuthers
TITLE: President	TITLE: City Manager
ATTESTED BY THE CORPORATE TREASURER:  Jennifer Champion	ATTESTED BY THE CITY SECRETARY: 
	APPROVAL AS TO FORM: 

Contract No. 19-007



AGENDA MEMORANDUM

DATE: March 3, 2022

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works

THROUGH: Joshua Jones, City Manager

SUBJECT: Consideration of an Interlocal Agreement for pavement striping of North Park Drive 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 streets with excellent results and would like to take advantage of the program once again for:

1. North Park Drive - Whitley Road to Indian Springs Road

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 \$500 - Funded in 2021 - 22 Budget 01-090-63480

RECOMMENDATION/ACTION DESIRED:

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

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Striping ILA - North Park - Expires Dec 2022
2. Striping Notice to Proceed

REVIEWED BY:



AGENDA MEMORANDUM

Paul Hackleman, Director of Public Works
David Berman, City Attorney
Deby Woodard, Assistant Director of Finance
Sandra Gibson, Director of Finance
Joshua Jones, City Manager
Linda Proskey, City Secretary
Approved as to form for inclusion on Agenda

Approved - 3/3/2022
Approved - 3/7/2022
Approved - 3/7/2022
Approved - 3/7/2022
Approved - 3/7/2022
Final Approval - 3/7/2022

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:

- North Park Drive – from Whitley Road to Indian Springs Road (approximately 1,950 linear feet).

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 \$500.00. 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 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 December 31, 2022, 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:

- North Park Drive – Whitley Road to Indian Springs Road (approximately 1,950 linear feet)



AGENDA MEMORANDUM

DATE: March 4, 2022

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works

THROUGH: Joshua Jones, City Manager

SUBJECT: Discuss and consider action to authorize the expenditure for the HVAC replacement at Public Works by A&G Services available through cooperative purchasing

BACKGROUND/INFORMATION:

Within the City of Watauga Fiscal Year 2021-22 Budget the Public Works HVAC replacement was approved.

Texas Local Government Code Chapter 252 requires competitive bidding and Council approval of expenditures in excess of \$50,000, unless the purchase is through, among other exceptions, an interlocal cooperative purchasing agreement.

A quote from A&G Services has been obtained utilizing the Tarrant County Contract #2019-226 in the amount of \$60,303.00. The City of Watauga is in an interlocal agreement with Tarrant County and per authority granted by Local Government Code Section 271.102 and Texas Government Code Chapter 791, government entities may utilize cooperative purchasing between local government entities and cooperative purchasing organizations. The code is designed to allow government entities to utilize contracts for products and services that have already gone through the bid process, thereby meeting all State and Local purchasing laws and requirements. The City as a member, may utilize contracts offered through the interlocal agreement thus enhancing the purchasing power.

FINANCIAL IMPLICATIONS:

Funding is provided by the 2021 Certificates of Obligation and was approved by Council in the Fiscal Year 2021-22 Budget

RECOMMENDATION/ACTION DESIRED:

Staff respectfully recommends Council take action and approve the City Hall HVAC replacement by A&G Services in an amount not to exceed \$60,303.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:



AGENDA MEMORANDUM

1. City of Watauga Purchasing Rider
2. Quote - A&G HVAC Public Works - Q20-3676-2
3. Ethics Form - HVAC Public Works
4. A&G PIPING 1295 FORM

REVIEWED BY:

Paul Hackleman, Director of Public Works
Deby Woodard, Assistant Director of Finance
Sandra Gibson, Director of Finance
David Berman, City Attorney
Joshua Jones, City Manager
Linda Proskey, City Secretary

Approved - 3/4/2022
Approved - 3/7/2022
Approved - 3/7/2022
Approved - 3/8/2022
Approved - 3/9/2022
Final Approval - 3/9/2022

Approved as to form for inclusion on Agenda

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

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

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

HVAC Units

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

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

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

No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex parte communication initiated by the proposed Vendor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between the proposed Vendor and the City after the deadline for questions will be initiated by the

appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Vendor from consideration or award of the solicitation then in evaluation, or any future solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Energy Boycott. In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of Vendor verifies Vendor does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City determines the requirements of Subsection 2274.002(b) are inconsistent with the City's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.

Firearms. In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.

Critical Infrastructure. In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.

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

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

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

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

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

CITY OF WATAUGA, TEXAS

By: _____
City Manager

Date: _____

AMS SERVICES
Vendor

By:  _____

Name: ROBERT W PRICE

Title: ESTIMATOR/PROJECT MANAGER

Date: 3-4-22



A&G Services

Since 1984

HVAC ♦ Plumbing ♦ Controls ♦ Piping ♦ Construction

www.agserVICestx.com

Date: 3-4-22

Company Name: City of Watauga

Address: 7105 Whitley Rd

Watauga, TX 76148

Attention: Clint Harmon

Reference: Public Works HVAC Replacement

Quote: Q20-3676-2

Dear Sir,

Per your request for a price on the above referenced project we are pleased to quote an amount of

Lump Sum Pricing

\$60,303.00 (excluding applicable taxes)

Pricing Reflects 2019-226 Tarrant County Contract Rates

Scope of Work:

Vehicle Service Building

- Provide new 2.5 ton & 2 ton Split System's with gas heat
- Recover existing R-22 refrigerant from both systems into City of Watauga recovery drums for future use
- Disconnect refrigerant piping, ductwork, flu piping, electrical and control wiring
- Remove existing equipment & install new Arcoaire equipment in place
- Re-connect refrigerant piping, ductwork, flu piping, electrical and control wiring
- Re-use existing UV lighting
- Nitrogen test both refrigeration circuits to ensure no leaks at field connections (*It is assumed that both systems are fully charged and leak free. If leaks are found in existing piping, those repairs would have to be addressed on a separate work order at agreed T&M rates*)
- Pull vacuum on both circuits to remove any non-condensables from circuits
- Start-up and verify cooling and heating operation of both systems
- All work to be performed during normal business hours
- Units currently available in 5-7 business days

Water tower building

- Prove (4) new 6 ton Split System's with electric heat
- Recover existing R-22 refrigerant from all (4) systems into City of Watauga recovery drums for future use
- Disconnect refrigerant piping, ductwork, electrical and control wiring

3124 Wichita Ct. Fort Worth, Texas 76140

Phone: (817) 551-5000

Regulated by the Texas State Board of Plumbing Examiners
PO Box 4200 Austin TX 78765 www.tspbe.state.tx.us
(800)845-6584 (512)936-5200 Tracy M. Auen M-41888

Regulated by the Texas Department of Licensing and Regulation
PO Box 12157 Austin TX 78711 www.tdlr.texas.gov
(800)803-9202 (512)463-6599 TACLA16938C



A&G Services

Since 1984

HVAC ♦ Plumbing ♦ Controls ♦ Piping ♦ Construction

www.agserVICestx.com

- Remove existing equipment & install new Arcoaire equipment in place via crane hoisting
- Re-connect refrigerant piping, ductwork, flu piping, electrical and control wiring
- Re-use existing UV lighting & smoke detectors
- Nitrogen test all (4) refrigeration circuits to ensure no leaks at field connections (*It is assumed that all (4) systems are fully charged and leak free. If leaks are found in existing piping, those repairs would have to be addressed on a separate work order at agreed T&M rates*)
- Pull vacuum on all (4) circuits to remove any non-condensables from circuits
- Start-up and verify cooling and heating operation of all (4) systems
- All work to be performed during normal business hours
- Units currently available in 5-7 business days

Notes:

- All split system's come with 1-year limited manufacturer part(s) and labor warranty (*excluding any maintenance related failures*), 5-year limited compressor warranty (*part only*) and 10-year (*part only*) heat exchanger warranty for 2.5 ton & 2 ton AHU's

Exclusions

- Any other part(s), material(s), equipment or labor not spelled out in above scope of work
- Overtime or premium labor
- Electrical power wiring upgrades, new disconnects, breakers, etc
- Other than standard smoke detectors or any integration of smoke detectors into existing/new fire alarm system
- Temporary cooling and/or heating of any kind
- Engineered stamped drawings, load, flow & expansion calculations
- Paints and/or coatings
- 3rd party testing, bond, electrical or utility upgrades
- Saw cut, excavation, back-fill & compaction, concrete
- Confined space, seismic bracing, building modifications
- Warranty for owner furnished material

We appreciate the opportunity to present you with this proposal. Please do not hesitate to call this office should you have any questions or if we may be of further service.

Sincerely,

A&G Services,

Robert W. Price

Project Manager

3124 Wichita Ct. Fort Worth, Texas 76140

Phone: (817) 551-5000

Regulated by the Texas State Board of Plumbing Examiners
PO Box 4200 Austin TX 78765 www.tspb.state.tx.us
(800)845-6584 (512)936-5200 Tracy M. Auen M-41888

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1 of 1

1 of 1

Version V1.1.191b5cdc

Sec. 3.05. - Vacancies; forfeiture of office; filling of vacancies.

Vacancies. The office of the mayor or a councilmember shall become vacant upon death, written resignation submitted to the city secretary, removal from office in any manner authorized by this Charter, applicable law or forfeiture of office.

Forfeiture of office. The mayor or a councilmember shall forfeit his or her office if he or she (1) lacks at any time during his or her term of office any qualification for the office prescribed by this Charter or by law, (2) willfully violates any express prohibition of this Charter, (3) is convicted of a felony or crime involving moral turpitude, or (4) fails to attend any three consecutive regularly scheduled meetings of the city council without being excused. Failure to attend a meeting under subsection (4) of this paragraph may only be excused for reasons of jury service, personal emergency, incapacitation, or personal vacation away from the City of Watauga with notice. Intent to be absent for reason of personal vacation shall be provided in writing to the city secretary prior to the meeting at which the mayor or councilmember will not be in attendance. Additionally, a total of four absences, excused or unexcused, for reasons other than jury service in any six regularly-scheduled meetings, beginning on the date of the first absence from a regular meeting, shall constitute automatic forfeiture of said office.

Forfeiture proceedings shall be initiated at the next regularly scheduled meeting of the city council following the recall election or the act or omission constituting the basis for forfeiture of office, as applicable. For purposes of this section, determination of what shall constitute a sufficient "personal emergency" shall be in the discretion of the remaining members of the city council by majority vote in open session. If the city council by majority vote in open session finds that the act constituting the basis for forfeiture of office provided for in this section has been established, the city council shall order initiation of proceedings to replace the mayor or councilmember. Neither the mayor nor a councilmember charged with an act subjecting him or her to forfeit his or her office may participate in such vote.

Filling of vacancies. Subject to and consistent with applicable law, any vacancy or vacancies occurring on such governing body may be filled by appointment by majority vote remaining members of the city council.

Notwithstanding the requirements in section 3.09 of this Charter specifying that a quorum of the city council consists of five members, if at any time there are four or more vacancies on the city council, the remaining members shall call for a special election within 120 days after the vacancy or vacancies occur in order that such vacancy or vacancies can be filled by majority vote of the qualified voters.

State Law reference— Special election to fill vacancy generally, V.T.C.A., Election Code § 201.051 et seq.

DIVISION 2. - CHARTER REVIEW COMMISSION

Sec. 2-64. - Created; 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 "the commission"). The commission shall have powers and duties as set forth in section 13.05 of the Home Rule Charter, as now or hereafter amended.

(Code 2001, § 9.901; Code 2010, § 1.04.031)

Sec. 2-65. - Composition; appointment and removal of members.

- (a) The charter review commission shall consist of seven regular members. 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 each odd-numbered year, and members serving in even-numbered places shall have their terms expire on even-numbered years. The commission may submit to the mayor the names of those current members who are recommended for reappointment. An interview committee composed of three members of the city council shall be appointed by the mayor for a term of one year (October 1 through September 30) to interview applicants to fill vacancies on the commission. The mayor 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 to interview applicants. In the event the city council has a quorum of three members, the alternate will not participate in the interviewing of applicants. However, the alternate shall service in his or her capacity to interview applicants in the absence of one of the two other members. Members of the interview committee, individually, or as a group, shall submit the names of those recommended for appointment to the mayor. No person shall be recommended for appointment to the mayor by a member of the interview committee unless they have been interviewed by at least one member of the interview committee. 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.

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

(Code 2001, § 9.903; Code 2010, § 1.04.033; Ord. No. 1439, § II, 2-22-2010; Ord. No. 1538, § I, 1-27-2014; Ord. No. 1677, § I, 10-22-2018)

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.

(Code 2001, § 9.904; Code 2010, § 1.04.034)

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.

(Code 2001, § 9.905; Code 2010, § 1.04.035; Ord. No. 1710, § I, 6-10-2019)

Sec. 2-68. - Officers.

- (a) The officers of the commission shall be a chairperson or chair, a vice-chairperson, and a secretary.
- (b) At its first meeting on September 1 of each year, the membership of the commission shall determine by majority vote the chairperson, vice-chairperson and secretary. Those positions shall be for a period of one year, or until the first meeting 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.
 - (2) Vacancies that occur in the other offices shall be filled by special election for the unexpired term.
 - (3) Vacancies occurring in any office shall be filled at the next meeting of the commission.
- (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. 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 commission directly interfaces. The agenda shall be provided to the city secretary no less than five working days prior to any meeting to provide proper posting notice in accordance with state open meetings laws.
 - e. Schedule meetings of the commission, if other than the pre-established time, day, or week of the month.
 - f. Report to the mayor and city council.
 - g. The chair shall be entitled to vote on matters coming before the commission.
- (2) Vice-chairperson. Assist the chairperson in directing the affairs of the commission and act in the chair's absence.
- (3) Secretary.
- a. Is responsible for the accuracy of the minutes of the commission's meetings. A draft copy of those minutes will be provided to the city secretary within three working days following any meeting.
 - b. Shall sign the approved minutes.

(Code 2001, § 9.906; Code 2010, § 1.04.036)

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.

(Code 2001, § 9.907; Code 2010, § 1.04.037)

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 shall not be counted to constitute a quorum. The meetings shall be conducted under the requirements 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 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.

(Code 2001, § 9.908; Code 2010, § 1.04.038)

Sec. 2-71. - Assistance by city staff.

- (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.

(Code 2001, § 9.909; Code 2010, § 1.04.039)

Charter reference— Charter review commission, § 13.05.

Secs. 2-72—2-100. - Reserved.

Sec. 13.05. - Charter review commission.

There shall be established a charter review commission which shall perform the function of (1) inquiring into the operation of the city government under the provisions of the Home Rule Charter and determining whether revision is required of any such provisions, (2) proposing recommendations, (3) insuring compliance with the provisions of the Home Rule Charter, (4) proposing amendments to the Home Rule Charter to improve the effective application and administrative efficiency of the operation of the city under the Home Rule Charter and (5) reporting its findings and presenting such proposed amendments to the city council. The charter review commission shall consist of seven members to be appointed by the mayor, subject to the approval and consent of the city council. Each member of the charter review commission shall be a resident of the city at the time of appointment and shall remain a resident of the city so long as he or she continues to serve on the charter review commission. Places on the charter review commission shall be numbered one through seven with the odd-numbered places on the board to be appointed for a two-year term to expire on the 30th day of June each odd-numbered year. All members appointed to even-numbered places on the commission shall be appointed for a two-year term to expire on the 30th day of June on even-numbered years. All members of the commission shall serve without compensation. All vacancies occurring in the membership of the commission shall be filled by appointment of the mayor, with approval of the city council, for the length of the unexpired term.

The members of the charter review commission shall elect a chairperson to report to the mayor and city council. The chairperson shall also be responsible for scheduling and presiding over meetings of the commission.



AGENDA MEMORANDUM

DATE: February 7, 2022

TO: Honorable City Council Members

FROM: Sandra Gibson, Director of Finance

THROUGH: Joshua Jones, City Manager

SUBJECT: Discuss and consider action to approve a resolution to accept the Annual Audit and Single Audit for the period October 1 - September 30, 2021

BACKGROUND/INFORMATION:

As required by City of Watauga Charter Section 9.06 (C), the City designates qualified public accountants who, at the end of the fiscal year, make an independent audit of accounts. For the period ending September 30, 2021, Weaver and Tidwell, LLP, a firm of licensed public accountants, audited the City's financial statements. Weaver, L.L.P. was awarded the contract to conduct the annual audits for the fiscal years ending 2020 with the option to renew for four (4) subsequent fiscal years. This is the first renewal of the contract period.

On February 18, 2022, Weaver presented the audit results to the City's Audit Committee consisting of Mayor Arthur Miner, Council Member Mark Taylor, and Mayor Pro Tem Andrew Neal. Staff members of the Committee include Joshua Jones, City Manager and Sandra Gibson, Director of Finance, and Deby Woodard, Asst. Finance Director.

In the meeting, Weaver presented the City of Watauga's financial position, with respect to fiscal highlights, net position, and ending fund balance. Weaver conducted the audit in accordance with both auditing standards and accounting principles generally accepted in the United States of America and Uniform Guidance. In summary, Weaver found that the City of Watauga's financial statements for the fiscal year ending September 30, 2021 present fairly, in all material respects, without any material misstatement.

In addition, this is the second year that the City has had a single audit conducted for the Coronavirus Relief Funds and the SAFER Grant funds. Weaver has found the City in compliance with all of the grant requirements. The City received an unmodified ("clean") opinion on both reports. This is the highest level of opinion auditors are allowed to give. Jackie Gonzalez, Senior Partner at Weaver, L.L.P. will present a summary of the findings and a draft copy of the report is attached for reference. The final report will be issued after Council acceptance of the report.



AGENDA MEMORANDUM

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

Staff recommends the Council approve the resolution to accept the financial audit results for the period of October 1, 2020 to September 30, 2021.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Resolution accepting Audit and Single Audit 2021
2. City of Watauga Annual Audit and Single Audit 2021 Presentation
3. COW Draft 3.4.22

REVIEWED BY:

Sandra Gibson, Director of Finance

David Berman, City Attorney

Joshua Jones, City Manager

Linda Proskey, City Secretary

Approved as to form for inclusion on Agenda

Approved - 3/7/2022

Approved - 3/8/2022

Approved - 3/9/2022

Final Approval - 3/9/2022

CITY OF WATAUGA, TEXAS
RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS PROVIDING FOR ACCEPTANCE OF THE REPORT FROM THE INDEPENDENT AUDITOR AND THE AUDITED FINANCIAL STATEMENTS, AND THE SINGLE AUDIT REPORT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Watauga Charter, Section 9.06(c) requires an independent audit be completed annually; and

WHEREAS, the City has completed the annual audit of the City's financial statements and the single audit report for the fiscal year ending September 30, 2021; and,

WHEREAS, the City Council of Watauga, Texas has received the report from the City's Independent audit firm, Weaver, L.L.P.; and,

WHEREAS, the City Council of the City of Watauga has reviewed and voted to accept the report as written,

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

I.

That the findings above are found to be true and correct, and are incorporated herein.

II.

That the City Council does hereby accept the report of the independent auditor and the audited financial statements and the single audit report for the fiscal year ending September 30, 2021 as presented.

III.

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

III.

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

IV.

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

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this 14th day of March, 2022.

APPROVED:

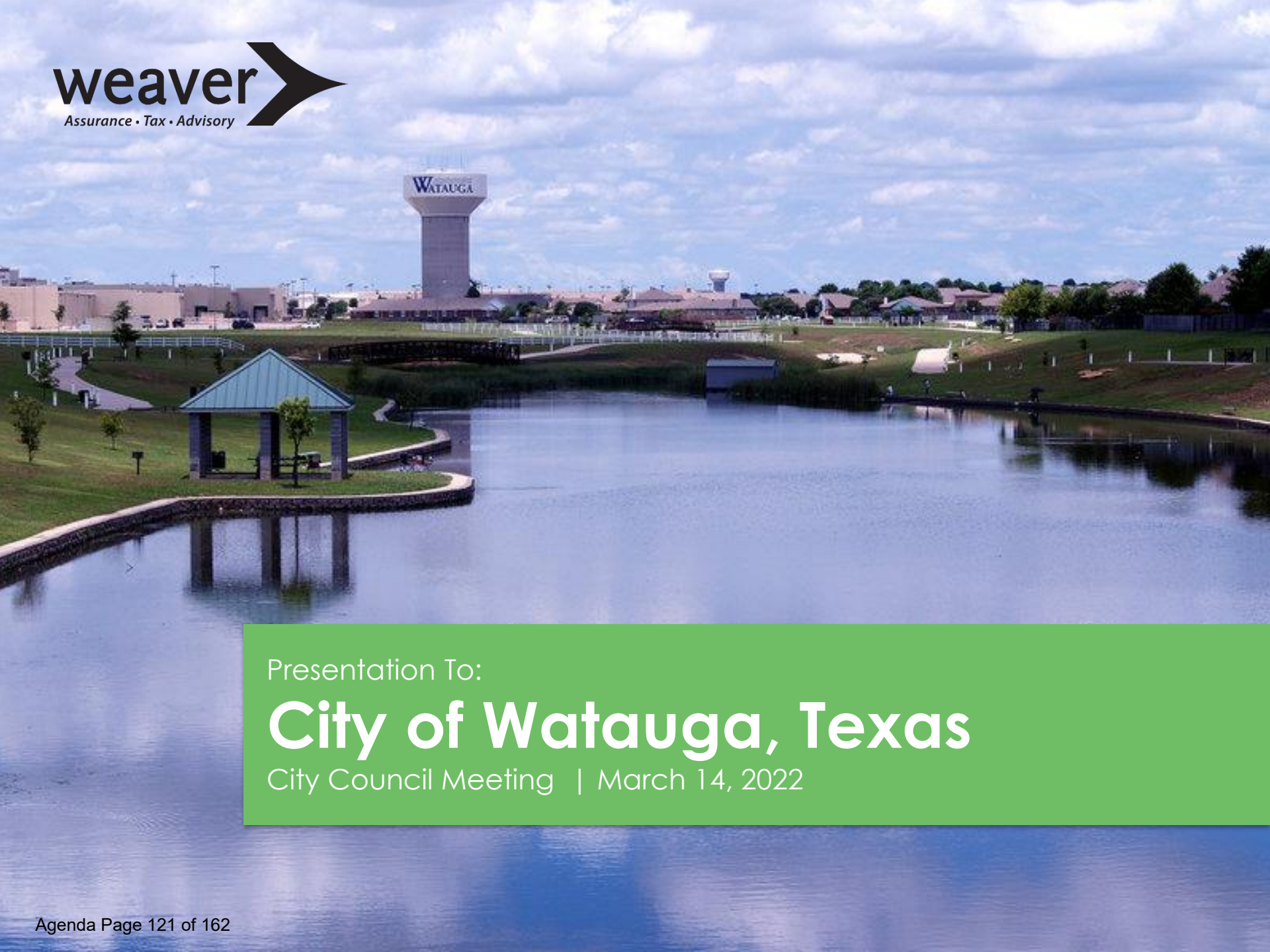
ARTHUR L. MINER, MAYOR

ATTEST:

LINDA PROSKEY, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

DAVID BERMAN, CITY ATTORNEY



Presentation To:

City of Watauga, Texas

City Council Meeting | March 14, 2022

Overview

AGENDA

- ☐ Introductions
- ☐ Audit Process
- ☐ Audit Results and Communications
- ☐ Financial Highlights
- ☐ Questions



Our Experience



At Weaver, there are no “one-size-fits-all” solutions. We combine leading technical knowledge with specific industry experience to provide highly customized services tailored to each client’s needs.

Industries

- ▶ Government
- ▶ Not-for-profit
- ▶ Higher education
- ▶ Real estate
- ▶ Construction
- ▶ Hospitality
- ▶ Healthcare
- ▶ Professional services
- ▶ Private equity
- ▶ Insurance
- ▶ Technology
- ▶ Financial services
- ▶ Financial institutions
- ▶ Manufacturing and distribution
- ▶ Oil and gas
- ▶ Oilfield services
- ▶ Renewable energy

Services

Advisory Services

- ▶ Client advisory services
- ▶ Risk advisory services
- ▶ IT advisory services
- ▶ Transaction advisory services
- ▶ Forensic and litigation services

Assurance Services

- ▶ Audit, review and compilation
- ▶ Agreed-upon procedures
- ▶ Employee benefit plan audit
- ▶ SOC reporting
- ▶ Attestation services
- ▶ IFRS assessment and conversion

Tax Services

- ▶ Federal tax
- ▶ State and local tax
- ▶ International tax
- ▶ Private client services



35

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INTRODUCTIONS

TODAY'S SPEAKER

Jackie Gonzalez, CPA

Partner, Government/Not for Profit Services



- ▶ Audit engagement partner
- ▶ 17 years of experience
- ▶ Member, GFOA Special Review Committee
- ▶ Practice emphasis in auditing and consulting for cities, school districts, counties and nonprofit organizations

THERE WHEN YOU NEED US.

Remember: Weaver is your auditor all year; we are always available to answer routine questions.



Engagement Team

OUR TEAM TO SERVE YOU



Jackie Gonzalez, CPA

Engagement Partner

Jamie Moore, CPA

Manager

Chase Yandell, CPA

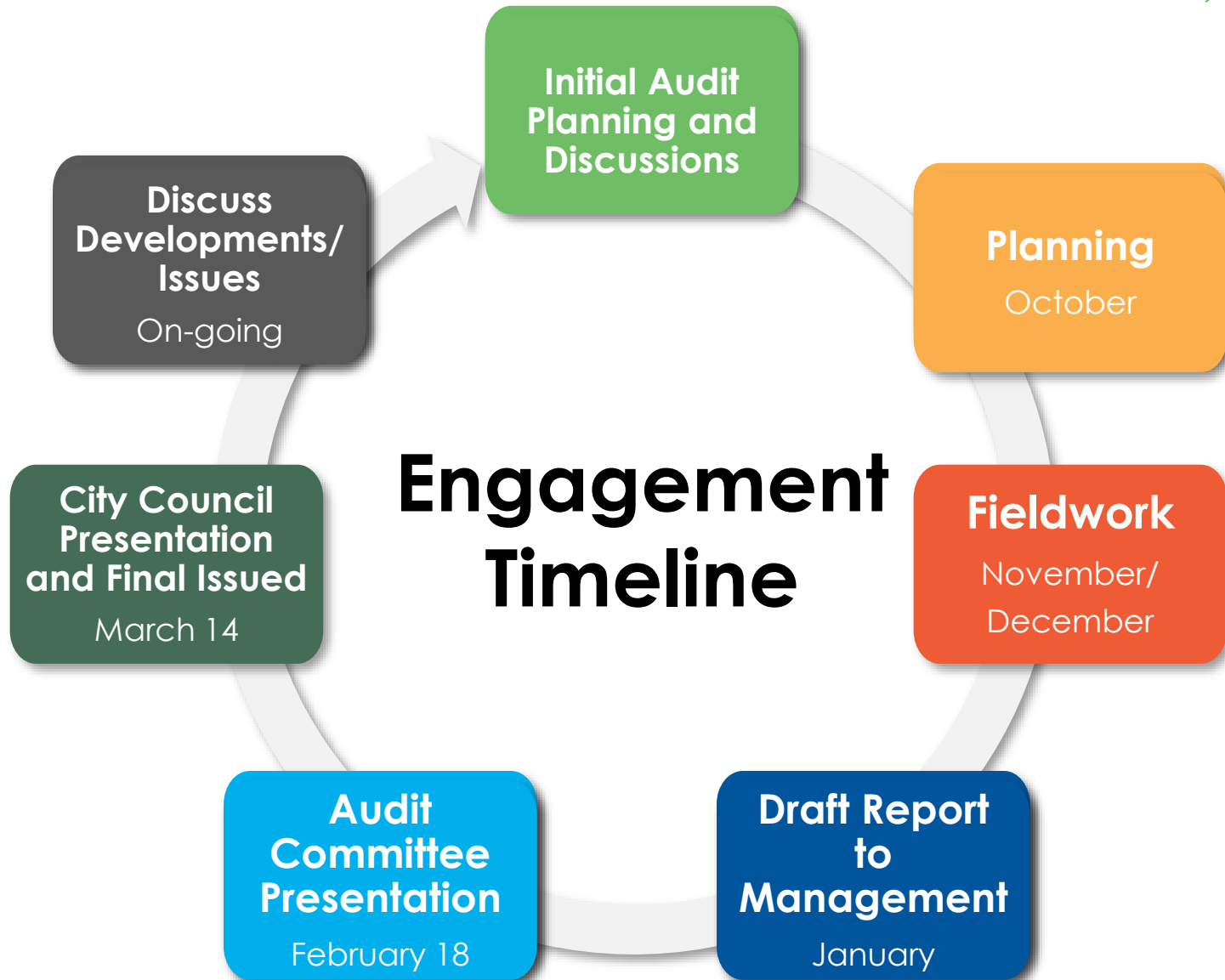
Senior Associate I

Audit Associates and Other Supporting Staff Members



Audit Process

Communications



Audit Process



OUR APPROACH

- ▶ **Audit Standards** — The audit is performed in accordance with General Accepted Auditing Standards (**GAAS**), Generally Accepted Government Auditing Standards (**GAGAS**), Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (**Uniform Guidance**)
- ▶ **Risk-based approach** — Focused on specific risks, such as:
 - Revenue recognition and related receivables
 - Federal grant revenues and expenditures
 - Capital projects, purchasing and compliance with bidding procedures
 - Long-term debt
 - Payables, accrued liabilities (Pension, OPEB) and expenditures
- ▶ **Identified significant and fraud risks** and designed responses to:
 - ↳ Misappropriation of assets
 - ↳ Management override of controls
 - ↳ Revenue recognition



AUDIT RESULTS AND COMMUNICATIONS

Audit Results:

FINANCIAL STATEMENTS



Type of Report Issued:	UNMODIFIED
Internal control over financial reporting:	
Any material weakness(es) identified?	NO
Any significant deficiencies that are not material weaknesses?	NONE REPORTED
Any noted noncompliance material to financial statements?	NO

Audit Results:

FEDERAL AWARDS



Type of Report Issued, Compliance for Major Programs:	UNMODIFIED
Internal control over major programs:	
Any material weakness(es) identified?	NO
Any significant deficiencies that are not material weaknesses?	NONE REPORTED
Any audit findings required to be reported under 2 CFR 200.516(a)?	NO

Major Programs: Coronavirus Relief Fund (21.019);
Project SAFER (97.083)

Audit Results

Additional procedures performed in response to identified risks

- Cash disbursement analysis
 - 100% review of the City's disbursement register for the year ended September 30, 2021. We analyzed for gaps in sequence, duplicate payments to vendors, payments to vendors that appeared unrelated to business purposes or that represented an improper payment to an employee. No exceptions noted.

Audit Results

Additional procedures performed in response to identified risks

- Major Program Analysis
 - In addition to detailed transaction testing, we also performed analysis on the composition of costs to the major programs, reviewed the types of disbursements, allocation of costs among vendors and consistency in pay among those charged to the individual grants. All costs charged to the program were consistent with expectations.

MAJOR PROGRAM COMPOSITION OF COST:

Coronavirus Relief Fund

Payroll costs	65%
Professional and contracted services	<u>35%</u>
Total	100%

SAFER Grant

Payroll and benefits costs	100%
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FINANCIAL HIGHLIGHTS



Statement of Net Position — Total Primary Government



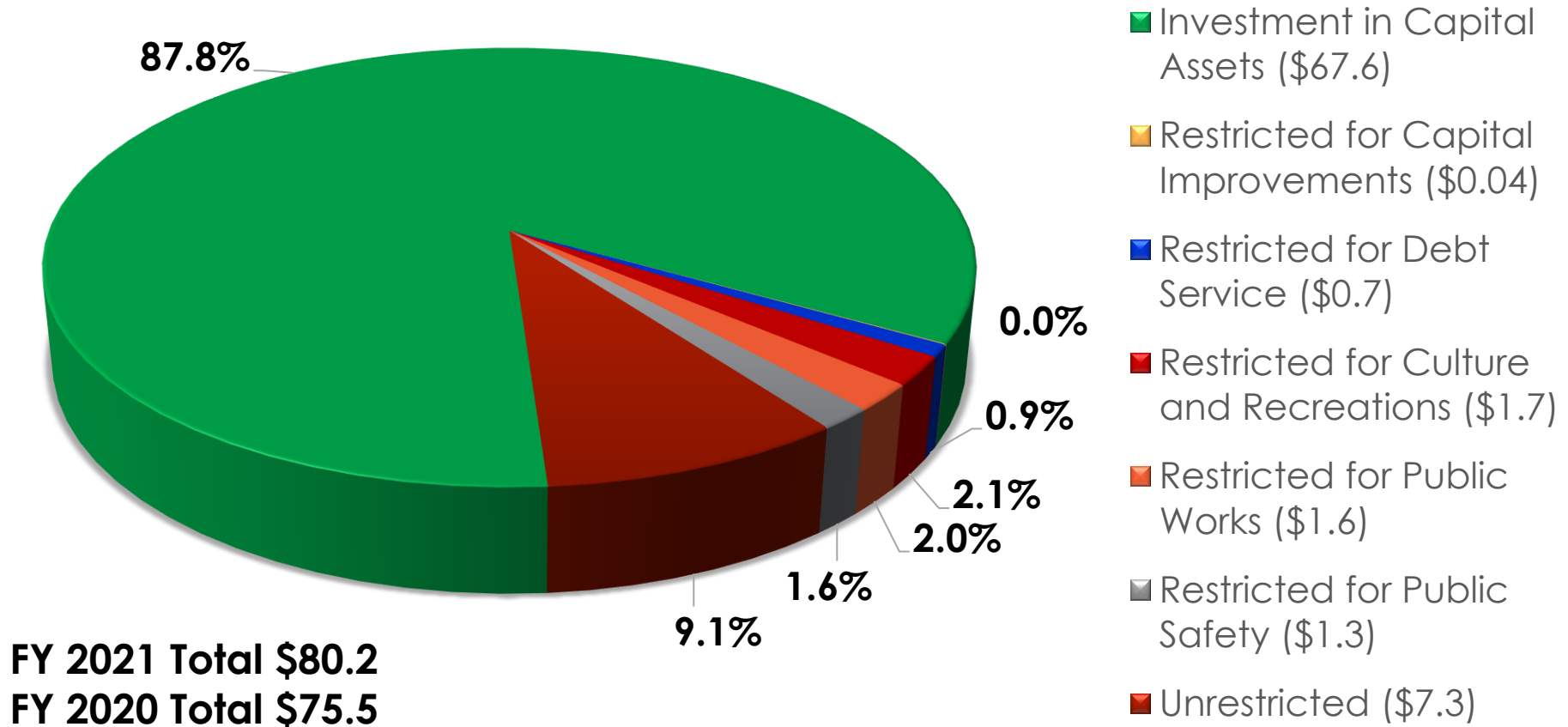
Total Primary Government (Governmental and Business-type)	As of September 30, 2021	As of September 30, 2020
Cash and Investments	\$45,401,355	\$42,565,975
Receivables/Other	4,191,275	3,663,421
Capital Assets, Net	91,384,057	86,271,976
Total Assets	\$140,976,687	\$132,501,372
Total Deferred Outflows of Resources	\$1,561,536	\$1,723,006
Current Liabilities	\$6,650,849	\$3,839,980
Long-term Debt	54,067,443	53,107,883
Total Liabilities	\$60,718,292	\$56,947,863
Total Deferred Inflows of Resources	\$1,602,689	\$1,732,820
Net Position	\$80,217,242	\$75,543,695

Components of Net Position — Total Primary Government



Total Primary Government (Governmental and Business-type)	As of September 30, 2021	As of September 30, 2020
Net investment in capital assets	\$67,573,019	\$66,398,047
Restricted for:		
Capital improvements	38,660	38,835
Debt service	696,033	694,060
Culture and recreation	1,686,286	1,290,549
Public works	1,584,190	1,819,814
Public safety	1,291,038	1,315,226
Unrestricted	7,348,016	3,987,164
Total	\$80,217,242	\$75,543,695

Components of Net Position — Total Primary Government (in millions)

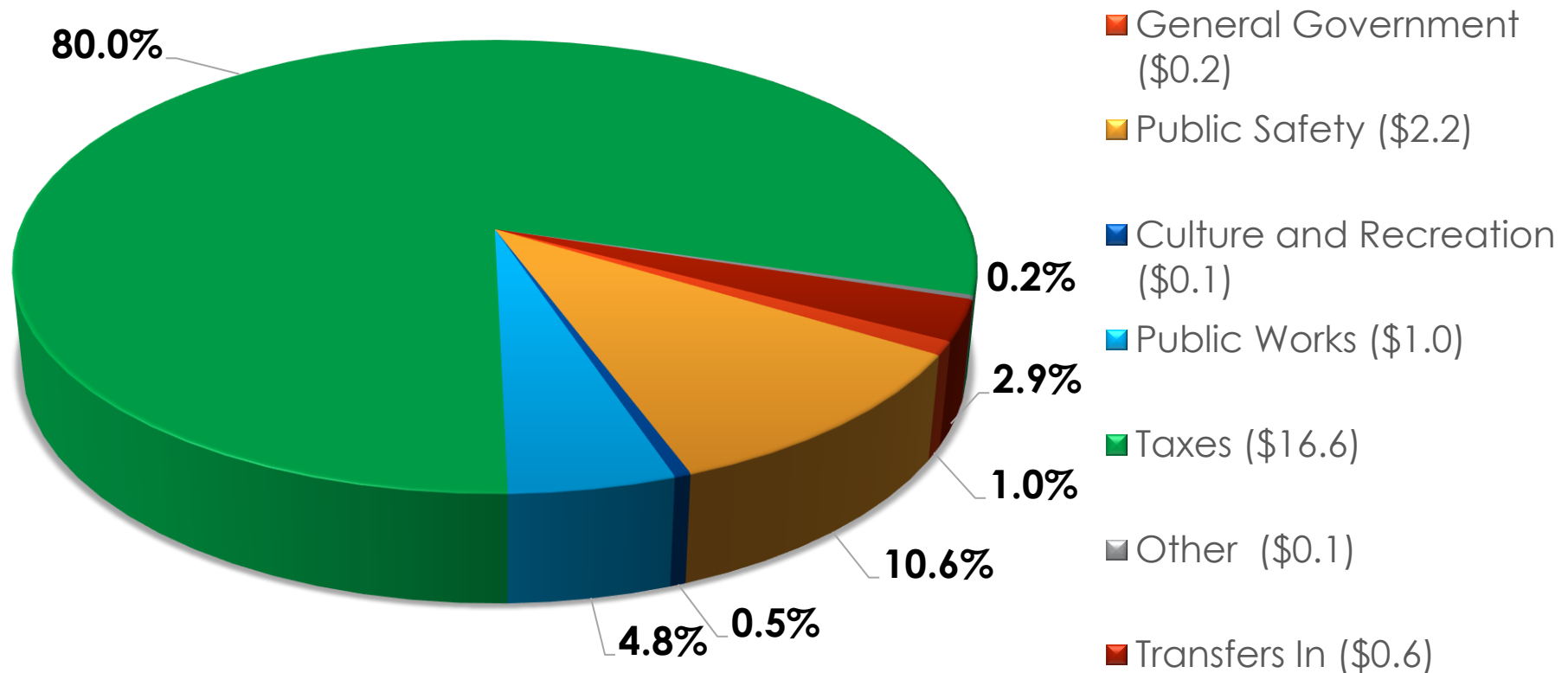


Statement of Activities — Governmental Activities



Governmental Activities – Revenues and Transfers	As of September 30, 2021	As of September 30, 2020
General Government	\$223,193	\$346,301
Public Safety	2,197,497	2,200,588
Culture and Recreation	95,858	90,020
Public Works	1,033,937	686,961
Taxes	16,563,013	16,051,947
Interest	44,353	274,370
Other	69,825	12,968
Transfers in	592,500	503,500
Total revenues and transfers	\$20,820,176	\$20,166,655

Revenue — Governmental Activities (in millions)



FY 2021 Total \$20.8

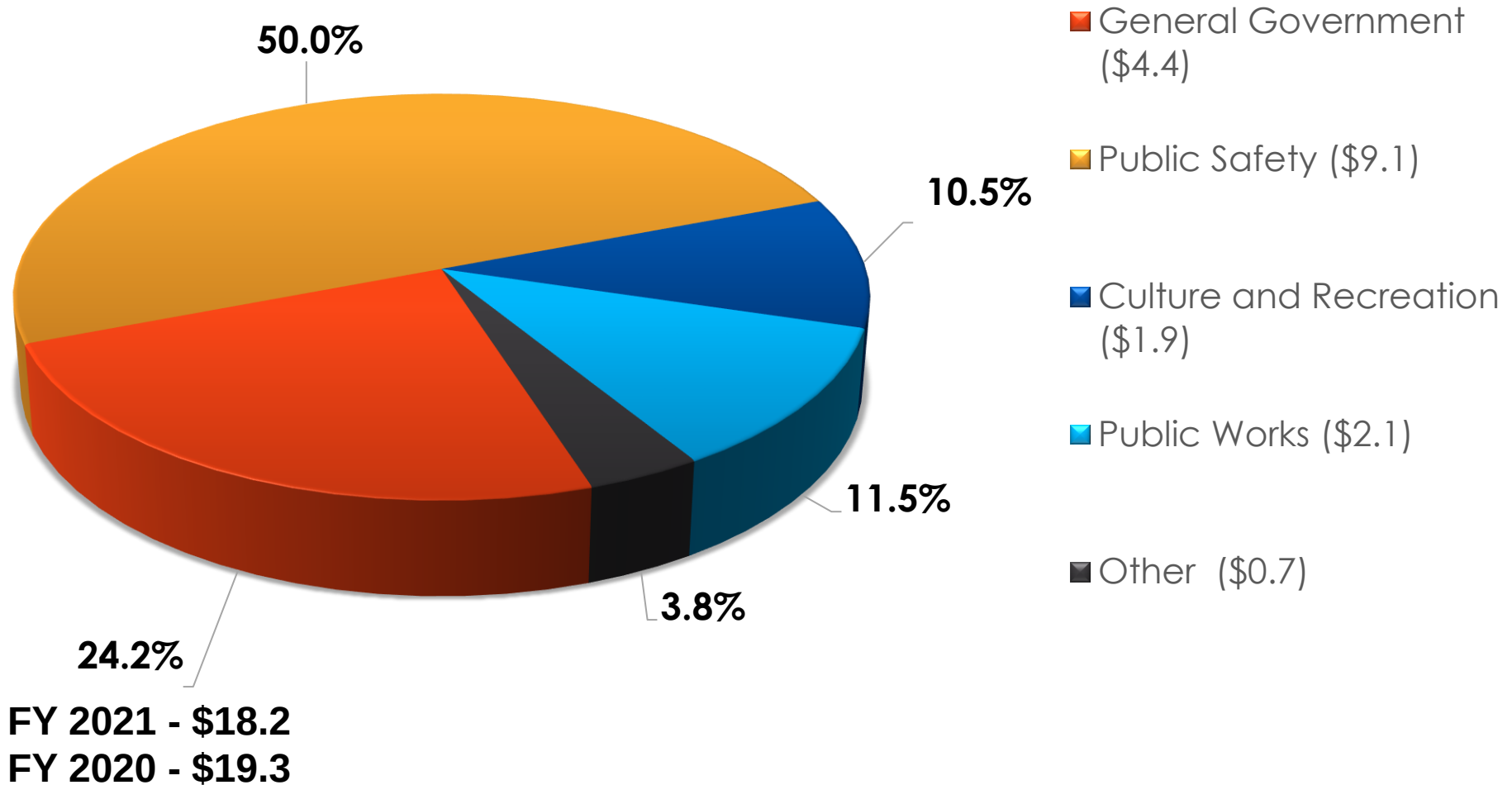
FY 2020 Total \$20.2

Statement of Activities — Governmental Activities



Governmental Activities – Expenses and Change in Net Position	As of September 30, 2021	As of September 30, 2020
General Government	\$4,384,354	\$4,652,993
Public Safety	9,136,711	9,534,209
Culture and Recreation	1,878,361	2,262,568
Public Works	2,131,872	2,156,500
Interest on long-term debt	653,227	692,493
Total expenses	\$18,184,525	\$19,298,763
Change in net position	\$2,635,651	\$867,892

Expenditures — Governmental Activities (in millions)

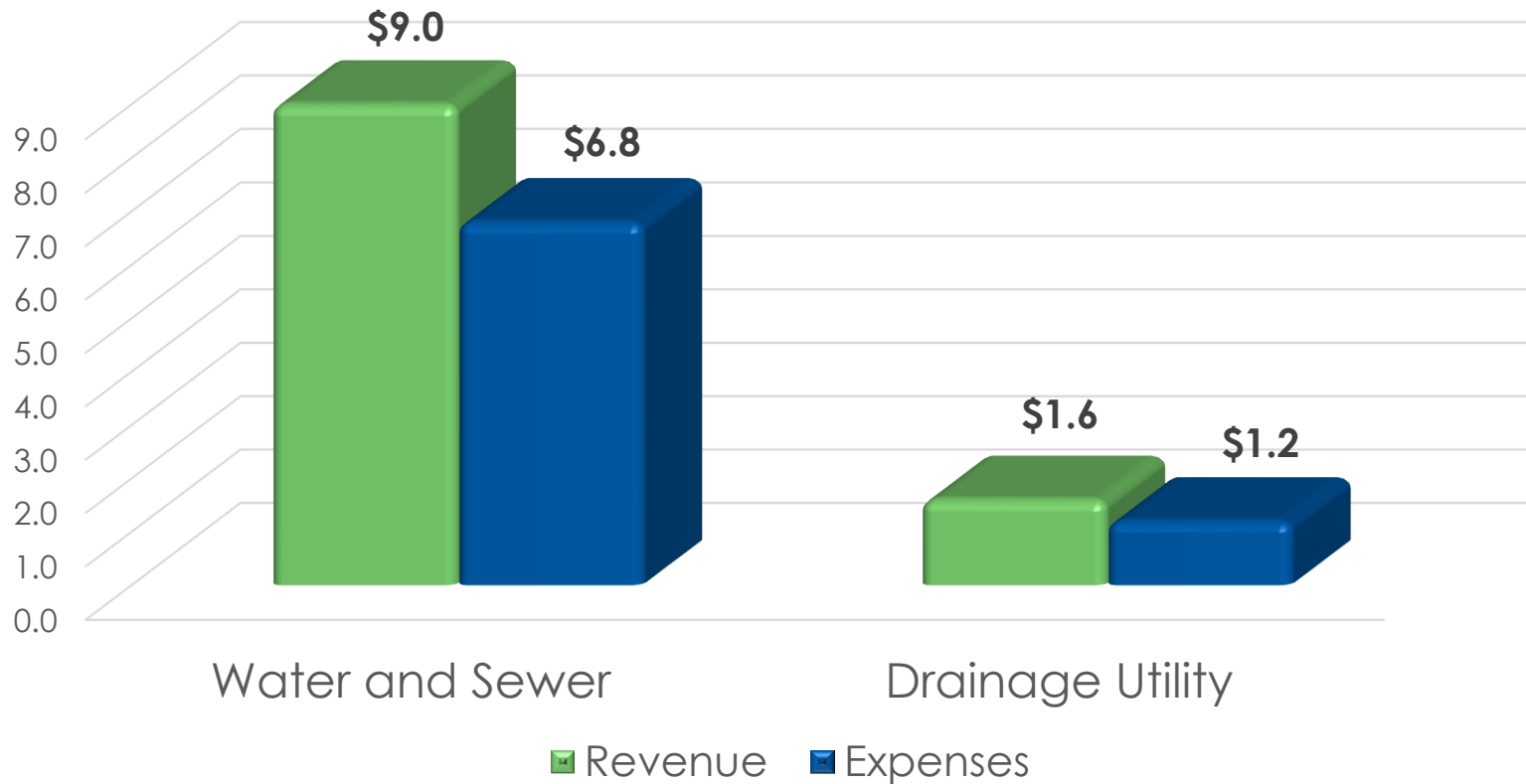


Statement of Activities — Business-type Activities

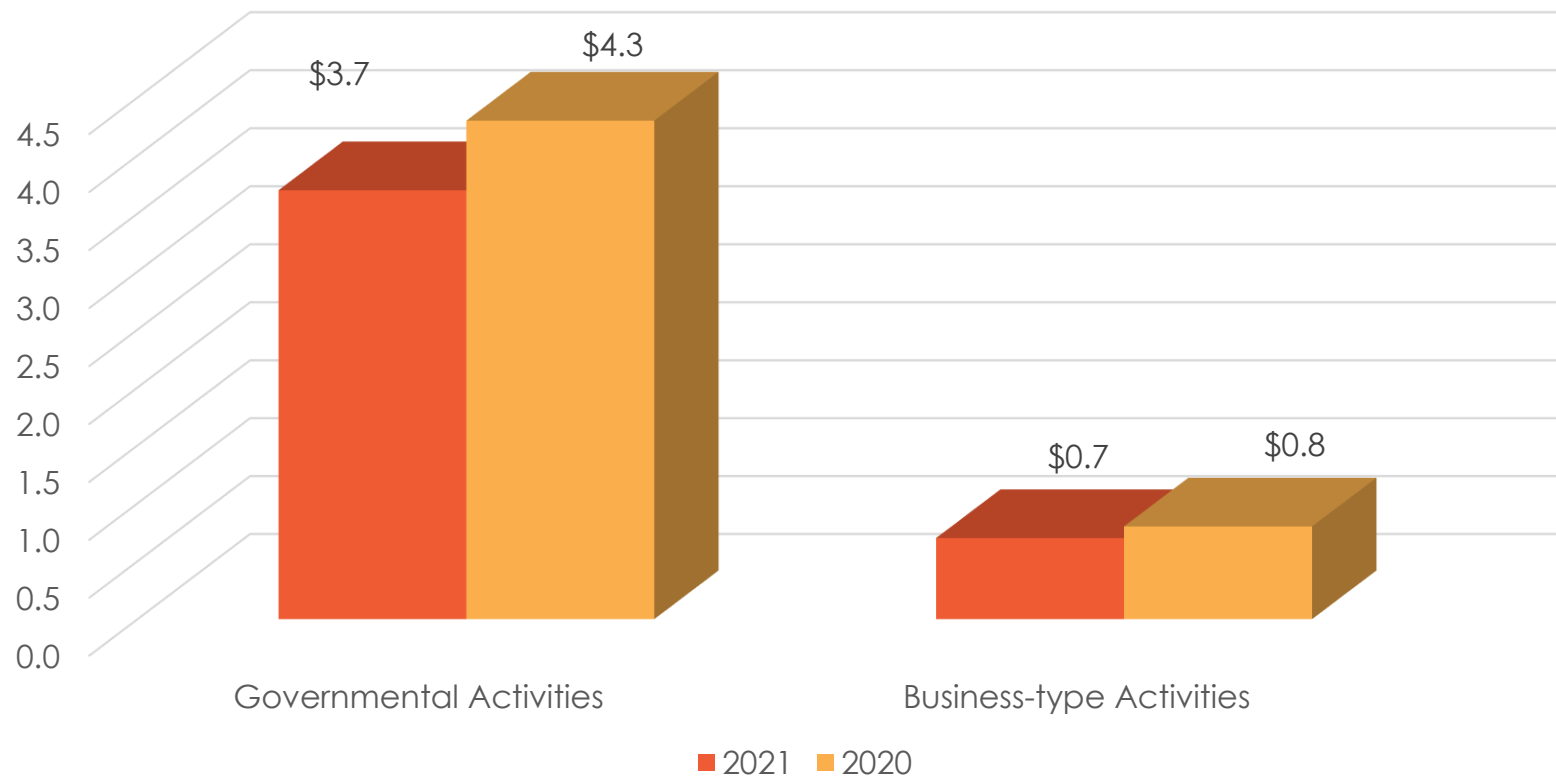


Business-type Activities – Revenues, Expenses, Transfers Out and Change in Net Position	As of September 30, 2021	As of September 30, 2020
Revenue		
Water and sewer	\$8,976,433	\$9,031,436
Drainage utility	1,559,331	1,471,937
Interest	78,637	305,578
Other	2,778	35,000
Total Revenue	\$10,617,179	\$10,843,951
Expenses		
Water and sewer	6,770,160	7,638,966
Drainage utility	1,216,623	1,025,133
Total Expenses	\$7,986,783	\$8,664,099
Transfers out	\$592,500	\$503,500
Change in net position	\$2,037,896	\$1,676,352

Revenue and Expenditures – Business-Type Activities (in millions)



Net Pension Liability – Governmental and Business-Type Activities (in millions)

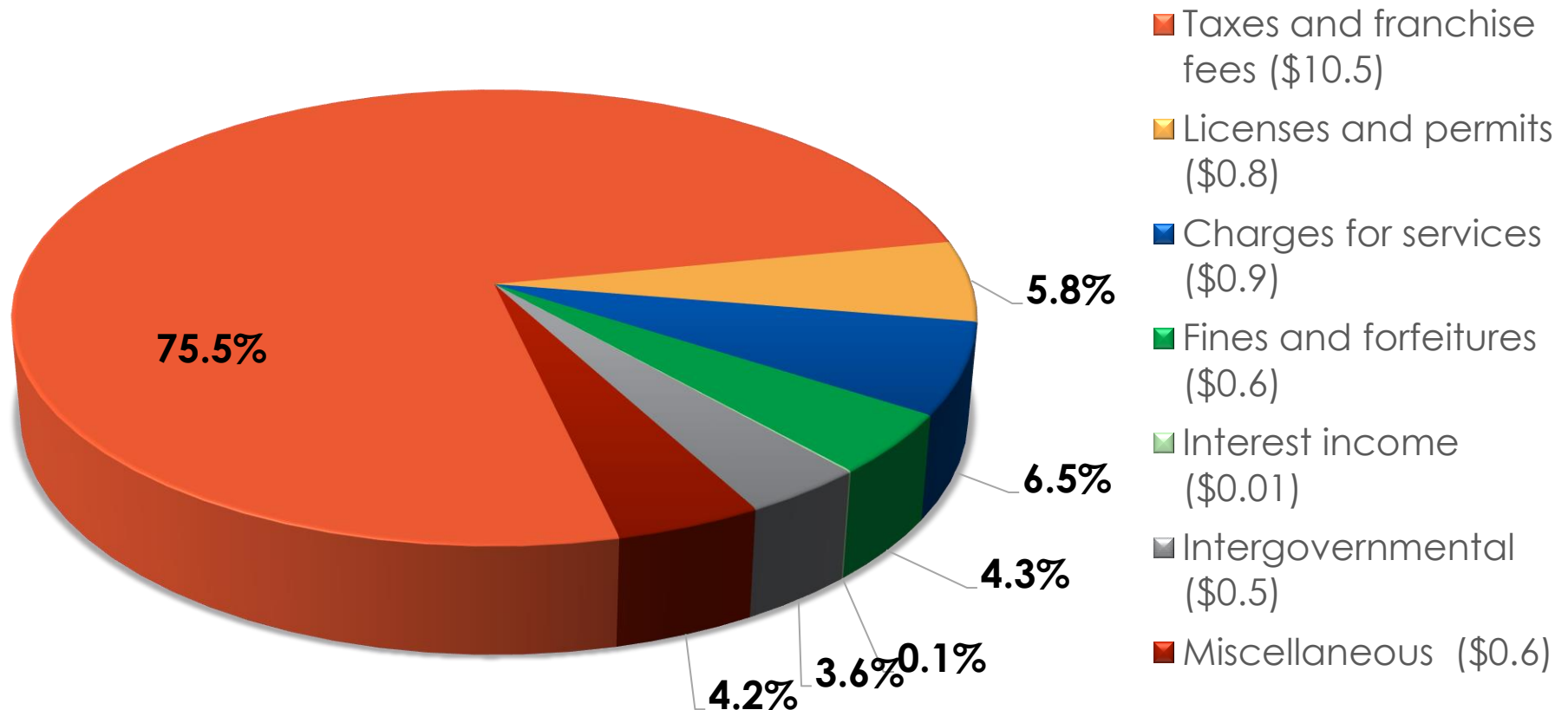


Statement of Revenues, Expenditures and Changes in Fund Balances — General Fund



General Fund	As of September 30, 2021	As of September 30, 2020
Taxes and franchise fees	\$10,503,946	\$9,980,326
Licenses and permits	776,817	504,024
Charges for services	901,900	724,789
Fines and forfeitures	568,795	560,003
Interest income	12,909	85,585
Intergovernmental	503,500	503,500
Miscellaneous	626,455	441,789
Total Revenues	\$13,894,322	\$12,797,016

Revenue — General Fund (in millions)



FY 2021 Total \$13.9

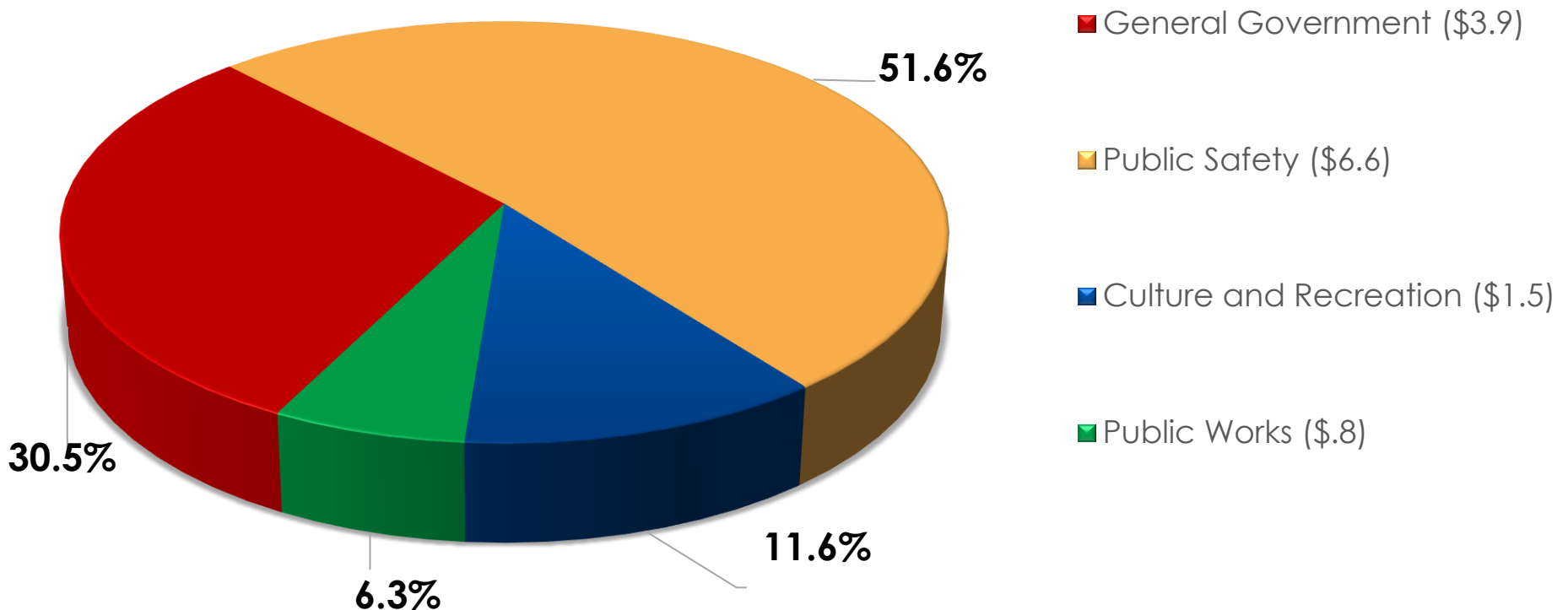
FY 2020 Total \$12.8

Statement of Revenues, Expenditures and Changes in Fund Balances — General Fund



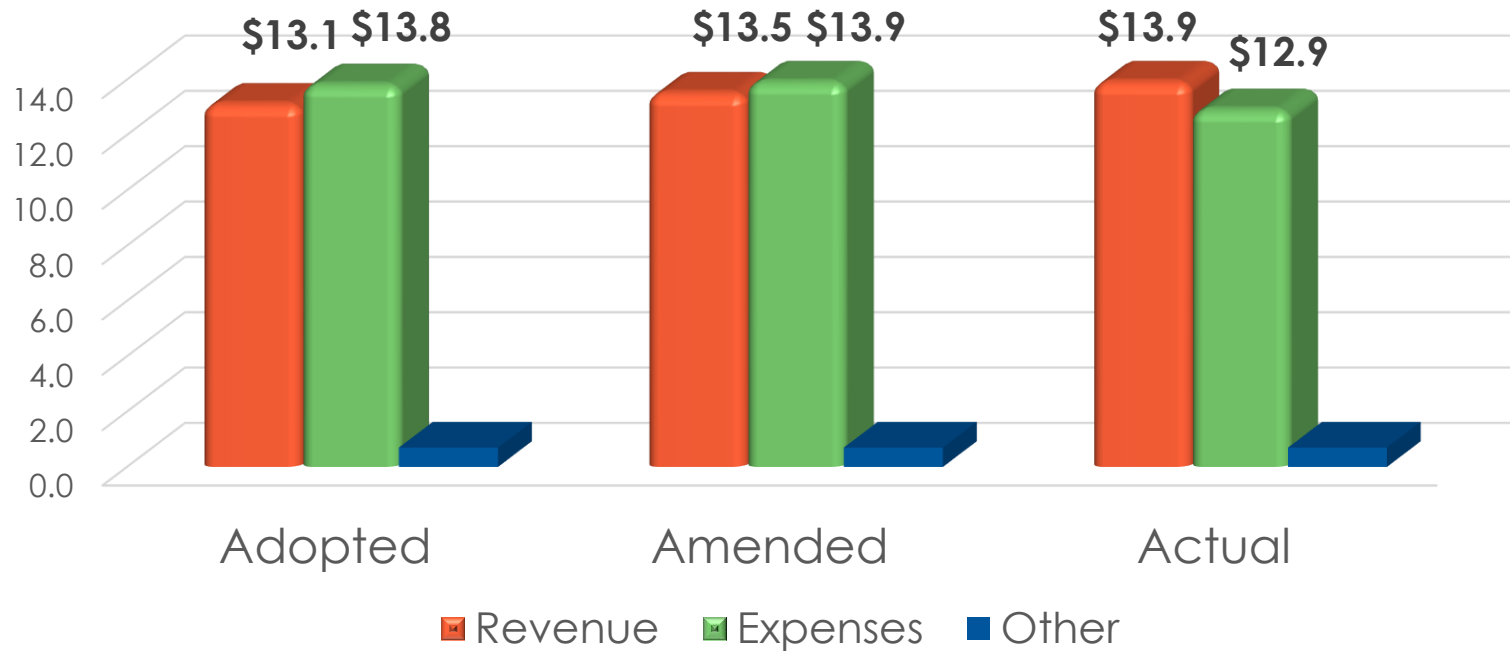
General Fund	As of September 30, 2021	As of September 30, 2020
General Government	\$3,921,341	\$3,879,180
Public Safety	6,630,783	6,261,178
Culture and Recreation	1,514,382	1,865,450
Public Works	771,315	665,640
Capital Outlay	16,485	0
Total expenditures	\$12,854,306	\$12,691,285

Expenditures — General Fund (in millions)



FY 2021 - \$12.9
FY 2020 - \$12.7

Budget to Actual — General Fund (in millions)



- ▶ Actual revenues of \$13.9M were higher than budgeted amounts by \$431K
- ▶ Actual expenditures of \$12.9M were less than budgeted expenditures by \$1.1M
- ▶ Revenues exceeded expenditures and net other financing uses by \$1.7M
- ▶ Ending fund balance for FY 2021 totaled \$7.0M

Let's Connect



@weavercpas

facebook.com/weavercpas

linkedin.com/company/weavercpas

youtube.com/weavercpas

Insights blog – weaver.com

COVID-19 Resilience & Recovery Resource Center

<https://weaver.com/services/resilience-and-recovery-resources>



QUESTIONS?

Jackie Gonzalez, CPA

Partner, Assurance Services

817.882.7758

jackie.gonzalez@weaver.com



AGENDA MEMORANDUM

DATE: February 28, 2022

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works

THROUGH: Joshua Jones, City Manager

SUBJECT: Consideration of an Interlocal Agreement to accept \$800,000 in funding through the 2006 Tarrant County Transportation Bond Program for Whitley Road 4 between Tarrant County and the City of Watauga

BACKGROUND/INFORMATION:

The 2006 Tarrant County Transportation Bond Program offers a program supporting cities with transportation projects. In April 2021, the Public Works Department submitted applications for the future 2021 Tarrant County Bond Program. In conversations with Precinct 3 Commissioner Gary Fickes, the Commissioner offered to consider and support a transportation project in Watauga using funds remaining in the 2006 Program. Over the course of the year, the planned construction of Whitley Road 4 was selected as the appropriate project to receive funding, since Whitley Road 4 was under design and would be ready for construction in 2022.

Whitley Road 4 will involve the reconstruction of the existing three-lane asphalt roadway on Whitley Road from just south of Concord Street to Oakhill Road to incorporate concrete paving, sidewalks/trails, dedicated bicycle lanes, pedestrian crossings, storm drainage, water/wastewater mains and other miscellaneous items of work.

The Interlocal Agreement (ILA) states that Tarrant County agrees to reimburse the CITY for its cost for eligible construction expenses required for Whitley Road 4 in an amount not to exceed \$800,000 in accordance with the payment schedule.

The CITY understands that the CITY will be responsible for any other expenses incurred by the CITY in performing the services under this ILA, as well as, all construction cost exceeding \$800,000.

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



AGENDA MEMORANDUM

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.

The estimated construction cost for Whitley Road 4 is \$4,212,000 and the engineering cost is \$665,000, bringing the total cost to \$4,877,000. Total available funding for Whitley Road 4 is as follows:

1. \$800,000 ILA 2006 Tarrant County Transportation Bond Program
2. \$1,533,000 in the 2017 Certificates of Obligation (CO)
3. \$1,410,500 in the 2018 CO
4. \$983,000 in the 2020 CO
4. \$310,448 Storm Drainage Fund

The total funding currently set aside for Whitley Road 4 is in the amount of \$5,036,948.

Whitley Road 4 is expected to be advertised for bidding in late March 2022.

FINANCIAL IMPLICATIONS:

Grant funds received by the City of Watauga in the amount of \$800,000

RECOMMENDATION/ACTION DESIRED:

Consider approval of the Interlocal Agreement with Tarrant County for Whitley Road 4 Capital Improvement Plan Project

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Ltr - 2006 Bond Funding - Fickes - Whitley 4 - Oct 2021
2. Whitley-Rd-Ph4-Funding-ILA-Proposed

REVIEWED BY:

Paul Hackleman, Director of Public Works
David Berman, City Attorney
Deby Woodard, Assistant Director of Finance
Sandra Gibson, Director of Finance
Joshua Jones, City Manager
Linda Proskey, City Secretary
Approved as to form for inclusion on Agenda

Approved - 3/3/2022
Approved - 3/3/2022
Approved - 3/7/2022
Approved - 3/7/2022
Approved - 3/7/2022
Final Approval - 3/7/2022



"A GREAT PLACE TO LIVE"

October 27, 2021

Gary Fickes, Commissioner Precinct 3
645 Grapevine Highway, Suite 200
Hurst, Texas 76054

RE: Whitley Road Phase 4 – 2006 Transportation Bond Program (TBP) –
Discretionary Funds

Dear Commissioner Fickes:

The City of Watauga is pleased with your support of the Whitley Road Phase 4 Project which is part of a multi-phased project to reconstruct Whitley Road from Watauga Road to North Tarrant Parkway. Phases 1 and 2 are complete with phase 3 under construction.

The Scope of the project includes reconstructing Whitley Road from just south of Concord Street to Oakhill Street. This section is an existing three (3) lane asphalt road running north/south parallel to U.S. Hwy 377 (Denton Highway). The redesign of Whitley Road Phase 4 will incorporate concrete street paving, sidewalks/trails, dedicated bicycle lanes, pedestrian crossings (dedicated warning systems where warranted), storm drainage, water mains, and wastewater mains. These improvements will assist us in meeting our goal to diversify mobility and offer alternate routes for vehicular traffic, as well as, increasing safety for pedestrians and school children.

The schedule for the project has an anticipated construction start date in February 2022 and completion date in June 2023. All construction work shall be bid to a private contractor.

The estimated budget for the construction is \$3.4 million. Funding for this project will come from: 2016, 2017, 2018, 2020 Certificates of Obligation and your assistance from the 2006 TBP in the amount of \$800,000. The 2006 TBP Funding will be used on construction of Whitley Road Phase 4.

Thank you for your support of this critical project. Please contact me if you have any questions or need any additional information.

Sincerely,

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

7105 Whitley Road – Watauga – Texas 76148 – 817-514-5837 office – 817-995-4251 cell

STATE OF TEXAS § Funding Interlocal Agreement
§ for Whitley Road Phase 4 Reconstruction
COUNTY OF TARRANT § Construction Phase

This interlocal agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and the City of Watauga, hereinafter referred to as CITY, and collectively referred to as the parties, for the purpose of providing funding through the 2006 Tarrant County Transportation Bond Program to a needed transportation project within the boundaries of both parties which the Commissioners Court of the COUNTY and the governing body of the CITY find serves a public purpose and serves the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

1. This ILA is made pursuant to Chapter 791 of the Texas Government Code;
2. To the extent necessary the parties will use current revenues to pay obligations in this ILA;
3. The project benefits the public in that it is a needed transportation project;
4. The COUNTY and the CITY each has the legal authority to perform its obligations in this ILA;
5. The division of costs provided in this ILA constitute adequate consideration to each party; and
6. Both parties acknowledge they are each a “governmental entity” and not a “business entity” as those terms are defined in Texas Government Code Section 2252.908, and therefore, no disclosure of interested parties is required.

I.
PROJECT DESCRIPTION

This Project, hereinafter referred to as PROJECT, will involve the reconstruction of the existing three-lane asphalt roadway on Whitley Road from just south of Concord Street to Oakhill Road to incorporate concrete paving, sidewalks/trails, dedicated bicycle lanes, pedestrian crossings, storm drainage, and water/wastewater mains.

II.
SCOPE OF SERVICES PROVIDED BY CITY

The services to be provided by the CITY shall include, but are not limited to, the following:

- A. All as-built total PROJECT costs including all construction, right of way acquisition, planning, engineering, surveying and governmental approval costs (collectively referred to

as “Costs”);

- B. Construction agreement administration, site review, permitting, and inspection;
- C. Interagency cooperation;
- D. A detailed project schedule of the PROJECT shall be provided to the COUNTY; and
- E. The CITY will notify the COUNTY of completion of the PROJECT.

III. TERM

This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 2023 unless extended in writing and approved by both parties.

IV. FISCAL FUNDING ACKNOWLEDGEMENT

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments under this ILA, then the affected party will immediately notify the other party of such occurrence and this ILA shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of payments herein agreed upon for which funds shall have been appropriated.

V. COST

The COUNTY agrees to reimburse the CITY for its cost for eligible construction expenses required for the PROJECT in an amount not to exceed \$800,000 in accordance with the payment schedule in Attachment A. However, in the event that the schedule is delayed, the COUNTY is excused from paying until reasonable progress is made as determined by the COUNTY. Any reimbursement request from the CITY should include: 1) a copy of the contractor’s invoice; and 2) a copy of the contractor’s progress report or the latest project schedule; and 3) a copy of the check, certification letter, or other documentation as the CITY’s proof of payment to the contractor.

The CITY understands that the CITY will be responsible for any other expenses incurred by the CITY in performing the services under this ILA.

VI. AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of the CITY, and neither the CITY nor any employee thereof is an agent of the COUNTY. This ILA does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

The COUNTY will have no right to control the manner or means of construction of the PROJECT.

**VII.
ASSIGNMENT**

Neither party may assign, in whole nor in part, any interest it may have in this ILA without the prior written consent of the other party.

**VIII.
THIRD PARTY BENEFICIARY EXCLUDED**

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this ILA to the extent such party may have immunity under Texas law.

**IX.
AUDIT OF RECORDS**

The CITY's records regarding this PROJECT shall be subject to audit by the COUNTY during the term of this ILA and for two years after the completion of the PROJECT.

**X.
ENTIRE AGREEMENT**

This ILA represents the entire understanding of and between the parties and superseded all prior representations. This ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

**XI.
VENUE**

This ILA shall be governed by the laws of the State of Texas and venue for any action under this ILA shall be in the district courts of Tarrant County, Texas.

**XII.
SCHEDULING**

The CITY agrees that the COUNTY retains control over the reimbursement payment schedule in Attachment A. The COUNTY agrees to notify the CITY of any changes to the reimbursement payment schedule 30 days in advance. Such notification will be in the form of written correspondence delivered by regular mail.

XIII.
TERMINATION

Until funded by the COUNTY as described in Section V, this ILA may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this ILA shall be deemed given when personally delivered or mailed by certified or registered mail to the following officials:

COUNTY:

County Administrator
Tarrant County
100 E. Weatherford Street
Fort Worth, Texas 76196

CITY:

City Manager
City of Watauga
7105 Whitley Road
Watauga, Texas 76148

XIV.
SOVEREIGN POWERS

The COUNTY and the CITY agree and understand neither party waives or surrenders any of its governmental powers by execution of this ILA.

APPROVED on this day the _____ day of _____, 2022, by Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY, TEXAS

CITY OF WATAUGA

B. Glen Whitley, County Judge

Joshua Jones, City Manager

Gary Fickes, Commissioner, Precinct 3

APPROVED AS TO FORM:

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.

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF

\$ _____ *as follows:*

Fiscal year ending September 30, 2022	\$400,000**
Fiscal year ending September 30, 2023	\$400,000**

	\$800,000**

Auditor's Office

***** Funds will be provided by Precinct 3 discretionary funds from the 2006 Transportation Bond Program***

ATTACHMENT A

Project Information

City: City of Watauga
Project Name: Whitley Rd Phase 4 Reconstruction (Concord St to Oakhill Rd)

Project Schedule

	Start Date	Duration (mo.)	End Date
Design:	-	-	-
ROW Acquisition:	-	-	-
Utility Relocation:	-	-	-
Construction:	May-2022	14	Jun-2023

Reimbursement Payment by Phase

Design:	\$0
ROW Acquisition:	\$0
Utility Relocation:	\$0
Construction:	\$ 800,000
TOTAL:	\$ 800,000*

* *Funded with Precinct 3 discretionary funds from the 2006 Transportation Bond Program*

Reimbursement Payment Schedule by Calendar Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2021	\$	\$	\$	\$
2022	\$	\$250,000	\$150,000	\$150,000
2023	\$150,000	\$100,000	\$	\$
2024	\$	\$	\$	\$

CITY OF WATAUGA, TEXAS
ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 7, 2022, SPECIAL ELECTION, ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, a Special City Election was called for May 7, 2022, for the purpose of electing City Council Place 5; and

WHEREAS, the City Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that the candidate is unopposed for Election to office; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the City Council to declare the candidate elected to office and cancel the Election.

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

I.

The following candidate, who is unopposed in the May 7, 2022, Special Election, is declared elected to office, and shall be issued a Certificate of Election following the time the election would have been canvassed:

Malissa Minucci – City Council, Place 5

II.

The May 7, 2022, Special Election is cancelled, and the City Secretary is directed to cause a copy of this Ordinance to be posted on Election Day at each polling place that would have been used in the election.

III.

It is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance is declared invalid by the judgment or decree of a court of competent

jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance since the City Council would have enacted them without the invalid portion.

IV.

This Ordinance shall take effect upon its final passage, and it is so ordained.

PASSED AND APPROVED by the City Council of the City of Watauga, Texas this the 14th day of March, 2022.

APPROVED:

ATTEST:

Arthur L. Miner, Mayor

Linda Proskey, City Secretary

APPROVED AS TO FORM AND LEGALITY:

David Berman, City Attorney

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR
OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)
CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the special election scheduled to be held on May 7, 2022

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección especial para un cargo en la elección que se llevará 7 de mayo de 2022

Với tư cách là cơ quan chịu trách nhiệm chuẩn bị lá phiếu chính thức, tôi xác nhận rằng các ứng cử viên sau đây không được ứng cử vào chức vụ cho cuộc bầu cử đặc biệt dự kiến được tổ chức vào Ngày 7 tháng 5 năm 2022

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:
Liệt kê văn phòng và tên của các ứng cử viên:

Office	Cargo (Văn phòng)	Candidate	(Candidato) (Ứng viên)
COUNCIL MEMBER, PLACE 5 (CONCEJAL, LUGAR 5) (ỦY VIÊN HỘI ĐỒNG, VỊ TRÍ 5)		Malissa Minucci	

Linda Proskey
Printed name (Nombre en letra de molde) (Tên in)
City Secretary
Title (Puesto)

[Signature]
Signature (Firma) (Chữ ký)
MARCH 8, 2022
(Fecha) (Ngày tháng)



(Seal) (sello) (Niêm phong)