



AGENDA
WATAUGA CITY COUNCIL
REGULAR MEETING
MONDAY, AUGUST 8, 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

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 accept the Watauga Economic Development Corporation's Proposed Fiscal Year Budget for FY2022-2023; providing for all anticipated expenditures
Sandra Gibson, Director of Finance
Joshua Jones, City Manager
2. Consider action to set the Watauga Economic Development Corporation's Proposed FY2022-2023 Budget Public Hearing and Adoption Date for Monday, August 22, 2022 at 6:30 p.m.
Joshua Jones, City Manager
Sandra Gibson, Director of Finance
3. Watauga Economic Development Corporation Place 7 appointment of Macy Forrester.
4. Consider action to approve renewal of the "MetroShare" Library Consortium Interlocal Agreement.
Lana Ewell, Director of Library Services
5. Consider action to re-appoint members of the Boards and Commission with expiring terms.
Arthur Miner, Mayor
6. Consider action to approve renewal of audit services contract with Weaver and Tidwell, LLC

Sandra Gibson, Director of Finance
Deby Woodard, Assistant Director of Finance
Joshua Jones, City Manager

7. Consider action to approve the minutes from the May 23 and July 11, 2022 Workshops.

PUBLIC HEARINGS / ACTION

1. Public Hearing on the Watauga Crime Control and Prevention District FY2022-2023 Proposed Budget
Sandra Gibson, Director of Finance
Joshua Jones, City Manager

ACTION ITEMS

1. Discuss and consider action to approve the purchase of health, dental and vision insurance with United Healthcare for all eligible employees and authorize the City Manager to execute a contract with United Health Care.
Juliet Rodriguez, Human Resources and Civil Service Director

REPORTS

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.

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 August 5, 2022, before 6:00 p.m., in accordance with Chapter 551 of the Texas Government Code.


Linda Proskey, City Secretary





AGENDA MEMORANDUM

DATE: July 13, 2022

TO: Watauga Economic Development Corporation Directors

FROM: Sandra Gibson, Director of Finance

SUBJECT: Consider action to accept the Watauga Economic Development Corporation's Proposed Fiscal Year Budget for FY2022-2023; providing for all anticipated expenditures

BACKGROUND/INFORMATION:

The Watauga Economic Development Corporation Board held the required Public Hearing on June 16, 2022 to allow for citizen input on the FY2022-2023 Proposed Budget. On July 19, 2022, the WEDC Board took action on approval and adoption of the Watauga Economic Development Corporation Budget and provided approval to submit to City Council. Before the Board approved the budget, staff recommended a change to the sales tax to reflect higher than anticipated sales tax receipts and the WEDC approved the staff recommended changes.

The Watauga Economic Development Corporation Budget is attached for review and consideration for acceptance by the City Council.

FINANCIAL IMPLICATIONS:

Revenues and expenditures as shown on attached Proposed Budget.

RECOMMENDATION/ACTION DESIRED:

Respectfully recommend the City Council review and accept the FY 2022-2023 WEDC Proposed Budget

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. WEDC PROPOSED BUDGET FY2022-2023 revised

REVIEWED BY:

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

Approved - 8/2/2022
Approved - 8/3/2022
Approved - 8/4/2022
Final Approval - 8/4/2022

Approved as to form for inclusion on Agenda

PROPOSED BUDGET



FISCAL YEAR 2022-2023

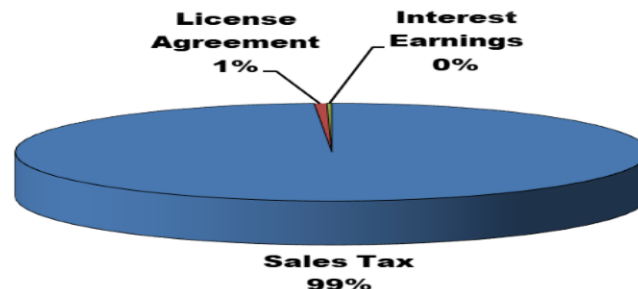
SPECIAL REVENUE FUNDS

ECONOMIC DEVELOPMENT CORPORATION (FORMERLY PARKS DEVELOPMENT CORPORATION)

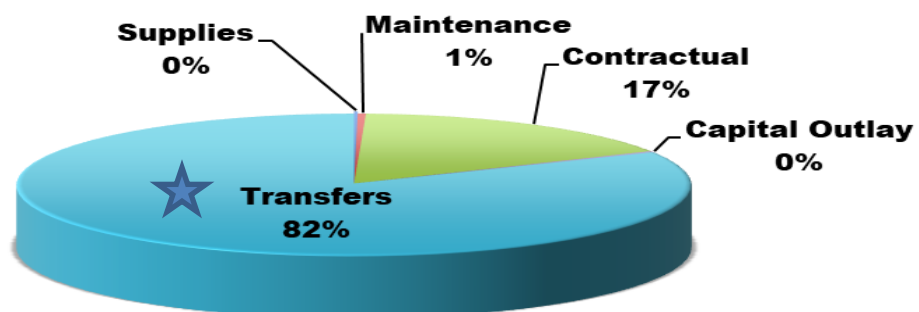
Voters established the Watauga Parks Development Corporation Sales Tax Fund to account for a ½ cent sales tax increase in May 1994 under the 4b Economic Development Legislation. The purpose of the increase in sales tax is to build city parks and improve existing parks under the supervision of the Watauga Parks Development Corporation. In May 2012, voters approved a reduction of the sales and use tax for the Watauga Parks Development Corporation to ¼ of one percent and reallocate ¼ of one percent for maintenance and repairs of municipal streets. This reduction took place on October 1, 2012. In FY2018-2019 the corporation's name was changed to Economic Development Corporation and the focus was redirected to economic development within the City. Sales tax revenues for FY2022-2023 are expected to be \$952,000.

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

Where Does the Money Come From?



Where Does the Money Go?



Note: Transfers to general fund cover personnel expenses and debt

SPECIAL REVENUE FUNDS

ECONOMIC DEVELOPMENT CORPORATION BUDGET SUMMARY - FUND 04

	HISTORY		PROJECTED YEAR		BUDGET	%CHANGE
	2019-2020 Actual	2020-2021 Actual	2021-2022 Current Budget	2021-2022 Projected	2022-2023 Budget	FY2022-2023 vs 2021-2022
Fund Balance, October 1*	\$880,886	\$1,242,173	\$1,538,356	\$1,631,096	\$1,713,418	
<u>Revenues:</u>						
Sales Taxes	744,464	865,622	814,000	925,000	952,000	17.0%
License Agreement - Property	0	0	0	0	0	0.0%
Proceeds From Sale of Assets	0	850	0	0	0	0.0%
Interest Earnings	5,301	1,207	2,000	2,000	2,500	25.0%
License Agreement - Services	0	0	5,000	2,000	5,000	0.0%
Operating Revenues	\$749,765	\$867,679	\$821,000	\$929,000	\$959,500	16.9%
Total Available Resources	\$1,630,651	\$2,109,852	\$2,359,356	\$2,560,096	\$2,672,918	
<u>Expenditures:</u>						
Business Retention	7,684	6,437	21,610	3,500	8,650	-60.0%
Business Attraction	49,775	28,493	36,750	26,250	24,200	-34.1%
General Administration	36,549	64,042	89,030	40,050	56,200	-36.9%
Operating Expenditures	94,008	98,973	147,390	69,800	89,050	-39.6%
<u>Operating Transfers-Out</u>						
To General Fund	194,292	222,281	254,800	254,800	266,500	4.6%
To Internal Service Fund	0	0	0	0	0	0.0%
To Capital Projects Fund	0	0	0	375,000	0	0.0%
To Debt Service	100,178	157,503	147,078	147,078	153,200	4.2%
Total Operating Transfers-Out	294,470	379,784	401,878	776,878	419,700	4.4%
TOTAL OPERATING & TRANSFERS	\$388,478	\$478,757	\$549,268	\$846,678	\$508,750	-7.4%
Fund Balance, September 30	\$1,242,173	\$1,631,096	\$1,810,088	\$1,713,418	\$2,164,168	
CHANGE IN FUND BALANCE	\$361,287	\$388,923	\$271,732	\$82,323	\$450,750	

*Includes debt service fund balance

SPECIAL REVENUE FUND

DEPARTMENT: ECONOMIC DEVELOPMENT

DIVISION / ACTIVITY: ECONOMIC DEVELOPMENT CORPORATION – FUND 04

LOCATION:

7105 Whitley Road

Watauga, Texas 76148

Phone Number: 817-514-5800

HOURS OF OPERATION:

Monday – Friday

8:00 A.M. – 5:00 P.M.

MISSION / PROGRAMS / SERVICES:

To advance the economic strength of Watauga through business and community support programs, public education, and strategic partnerships.

FY2021-2022 HIGHLIGHTS/ ACHIEVEMENTS:

- Elite Sponsor of Watauga Fest 2022
- Updated the online open portal business directory hosted by BluDot Technologies
- Purchased two (2) land parcels to be used for economic development opportunities
- Reorganized specific personnel to provide more focused support for the WEDC
- Completed the development and launch of the WEDC website

FY2022-2023 GOALS/ OBJECTIVES:

- Develop a Business Retention Program
- Complete a Food Business Park area included in Capp Smith Park
- Continue support of Shop Small Business programs
- Continue Business Spotlight video series
- Continue New Business Attraction through Retail Coach contract

MAJOR BUDGETARY ISSUES AND OPERATIONAL TRENDS:

The local economy began a resurgence during the fiscal year following the downturn that was a result of the COVID virus resulting in sales tax revenues that were much higher than anticipated in the adopted 2021-2022 budget, with year-end projections of +13.6%. This trend is projected to continue, with much of the economy back to “normal”, however, inflation on the national scale caused and continue to cause workforce and supply chain issues for both the public and private sectors.

SPECIAL REVENUE FUND

DEPARTMENT: ECONOMIC DEVELOPMENT					
DIVISION / ACTIVITY: ECONOMIC DEVELOPMENT CORPORATION - FUND 04					
EXPENDITURES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 BUDGET	2021-2022 PROJECTED	2022-2023 PROPOSED
Supplies	\$606	\$1,051	\$1,100	\$300	\$900
Maintenance	\$0	\$0	\$900	\$0	\$2,000
Contractual/Sundry	\$93,402	\$97,922	\$141,690	\$69,500	\$84,950
Capital Outlay	\$0	\$0	\$3,700	\$0	\$1,200
Transfers	\$294,470	\$379,784	\$401,878	\$776,878	\$419,700
TOTAL	\$388,478	\$478,757	\$549,268	\$846,678	\$508,750
PERFORMANCE MEASURES / SERVICE LEVELS					
Input / Demand		Actual 20-21	Budget 21-22	Projected 21-22	Budget 22-23
Staff Dedicated		0.50	0.50	1.00	2.0
Volunteers		0	0	0	0
Inquiries Received		N/A	20	10	20
Output/ Workload		Actual 20-21	Budget 21-22	Projected 21-22	Budget 22-23
Project Files Opened		N/A	N/A	5	10
Cilents Served		N/A	N/A	10	15
Jobs Created		N/A	N/A	25	35
Potential New Business Calls/Contacts		N/A	N/A	55	100
Responses Submitted		N/A	N/A	N/A	155
Board Meetings Held		N/A	12	12	12
Efficiency Measures / Impact		Actual 20-21	Budget 21-22	Projected 21-22	Budget 22-23
Percentage of City Budget		0.010	0.010	0.016	
Budget per Capita		20.14	23.11	35.62	20.85
Effectiveness Measures / Outcomes	Goals	Actual 20-21	Budget 21-22	Projected 21-22	Budget 22-23
Business Retention Visits	3	N/A	N/A	120	120
Small Business Development Assistance	3, 4, 6, 7	N/A	N/A	N/A	5
Economic Development Agreements	3, 4, 11	N/A	N/A	2	5
Redevelopment Projects	3, 4	N/A	20	0	5
New Development Projects	3, 4	N/A	2	2	5



SPECIAL REVENUE FUNDS

BUDGET CHANGES

Fiscal Year 2022-2023 Compared to Fiscal Year 2021-2022 Original Budget

DEPARTMENT: ECONOMIC DEVELOPMENT				
DIVISION / ACTIVITY: ECONOMIC DEVELOPMENT CORPORATION - FUND 04				
DESCRIPTION	CATEGORY	ONE-TIME	ON-GOING	CHANGE EXPLANATION
CHANGES:				
Business Retention - Special Services	Contractual/Sundry		(\$10)	minor adjustment in business anniversaries
Business Retention - Advertising	Contractual/Sundry		(\$500)	advertising adjustments
Business Retention - Contractual Svcs	Contractual/Sundry		(\$13,450)	Programs Adjustments
Business Retention - Events	Contractual/Sundry		\$1,000	State of the City Program
Business Attraction - Advertising	Contractual/Sundry		(\$6,600)	Programs Adjustment Needs
Business Attraction - Contractual Svcs	Contractual/Sundry		(\$6,000)	Program Cost Reduction
Business Attraction - Events	Contractual/Sundry		\$50	Program Cost Adjustment
General Administration - Office Supplies	Supplies		(\$100)	Estimated Needs Adjustment
General Administration - Postage	Supplies		(\$100)	Estimated Needs Adjustment
General Administration - Software Maint.	Maintenance		\$1,100	Software Price Increase & Addition
General Administration - Travel	Contractual/Sundry		\$600	Additional Needs for ED Coordinator Position
General Administration - Dues & Subsc.	Contractual/Sundry		\$1,100	Additional Dues for ED Coordinator Position
General Administration - Training	Contractual/Sundry		(\$5,000)	Training Adjustments
General Administration - Printing & Binding	Contractual/Sundry		(\$830)	Printing Needs Adjustment
General Administration - Attorney	Contractual/Sundry		(\$25,000)	Estimated Legal Costs Adjustment
General Administration - Community Relations	Contractual/Sundry		(\$1,200)	Community Enrichment Center Gala Deletion
General Administration - Contractual Svcs	Contractual/Sundry		(\$10,000)	Gov Pilot Deletion
General Administration - Contractual Svcs	Contractual/Sundry		\$1,500	Zac Tax Sales Tax Platform Addition
General Administration - Contractual Svcs	Contractual/Sundry		\$7,600	Interactive Web Map & WEDC Website
General Administration - Capital Outlay	Contractual/Sundry	(\$2,500)		Delete Financial Impact Analysis Software
Transfers	Transfers	\$17,822		
TOTALS:		\$15,322	(\$55,840)	

(\$40,518) NET INCREASE/DECREASE

Allocations Information



SCHEDULE A - Estimated Cost for Economic Development Corporation 2022-2023 REVISED		
<i>Salary/ Benefits Personnel</i>		
Department	Tasks performed for the EDC	Estimated Cost
City Secretary - TOTAL	Records Retention/PIA/Minutes/Resolutions/Agenda Posting	\$16,800
Finance - TOTAL	Financial Reporting, Budget, Annual Report, Audit, Purchasing, Accounts Payable	\$3,500
Information Technology - TOTAL	Marketing /Website/Projects/Updates	\$60,300
Public Works/Parks - TOTAL	Project Coordination/Oversight	\$7,150
City Manager's Office	EDC Director, Business Retention, Economic Development Duties	\$175,000
Sub-total		\$262,750
<i>Other Items</i>		
Annual Audit Allocation	4% of Total	\$2,400
Codification Fees	15% of Total	\$1,350
Sub-total		\$3,750
GRAND TOTAL		\$266,500

SPECIAL REVENUE FUNDS
ECONOMIC DEVELOPMENT CORPORATION
BUDGET SUMMARY
FUND 05 - CAPITAL PROJECTS

	HISTORY		PROJECTED YEAR		BUDGET
	2019-2020 Actual	2020-2021 Actual	2021-2022 Budget	2021-2022 Projected	2022-2023 Proposed
Fund Balance, October 1	\$244,179	\$38,835	\$29,835	\$38,660	\$33,760
<u>Revenues:</u>					
Interest Earnings	989	61	500	100	100
Proceeds from Sale of Assets	0	0	0	0	0
Transfer from EDC Sales Tax Fund	0	0	0	375,000	0
Other Financing Sources	0	0	0	0	0
Matching Grants	0	0	0	0	0
Total Revenues	\$989	\$61	\$500	\$375,100	\$100
Total Available Resources	\$245,167	\$38,896	\$30,335	\$413,760	\$33,860
<u>Expenditures:*</u>					
Purchase of Property	0	0	0	375,000	0
Foster Village Improvements	0	0	0	0	0
Shade Structure - Indian Springs	0	0	0	0	0
Park Equipment (Picnic Pads, etc.)	0	0	0	0	0
Capp Smith Park Improvements	206,332	236	0	0	0
Capp Smith Improvements EDC	0	0	0	0	0
Contingency	0	0	10,000	5,000	10,000
Total Expenditures	206,332	236	10,000	380,000	10,000
<u>Other Expenditures</u>					
Transfer to PDC Debt Service	0	0	0	0	0
Total Other Sources (Uses)	0	0	0	0	0
REVENUES OVER (UNDER) EXPENSES	(\$205,343)	(\$175)	(\$9,500)	(\$4,900)	(\$9,900)
Fund Balance, September 30	\$38,835	\$38,660	\$20,335	\$33,760	\$23,860
CHANGE IN FUND BALANCE	(\$205,343)	(\$175)	(\$9,500)	(\$4,900)	(\$9,900)

SPECIAL REVENUE FUNDS
ECONOMIC DEVELOPMENT CORPORATION
BUDGET SUMMARY
FUND 05 - CAPITAL PROJECTS



AGENDA MEMORANDUM

DATE: July 13, 2022

TO: Honorable City Council Members

FROM: Joshua Jones, City Manager

THROUGH: Sandra Gibson, Director of Finance

SUBJECT: Consider action to set the Watauga Economic Development Corporation's Proposed FY2022-2023 Budget Public Hearing and Adoption Date for Monday, August 22, 2022 at 6:30 p.m.

BACKGROUND/INFORMATION:

The Watauga Economic Development Corporation Board held the required Public Hearing on June 16, 2022 to allow for citizen input on the FY2022-2023 Proposed Budget. On July 19, 2022, the WEDC Board took action on approval and adoption of the Watauga Economic Development Corporation Budget and provided approval to submit to City Council.

If the Council accepts the WEDC Proposed Budget, a Public Hearing should be held before the budget adoption on August 22, 2022.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

Respectfully recommend the Council review and take action on the item presented and approve August 22, 2022, at 6:30 p.m. as the date and time of meeting for the WEDC Budget Public Hearing and budget adoption.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

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 - 8/2/2022

Approved - 8/3/2022

Approved - 8/4/2022

Final Approval - 8/4/2022



AGENDA MEMORANDUM



AGENDA MEMORANDUM

DATE: July 20, 2022
TO: Honorable City Council Members
FROM:
THROUGH: Arthur Miner, Mayor
SUBJECT: Watauga Economic Development Corporation Place 7 appointment of Macy Forrester.

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

Respectfully recommend the Council review and take action on the item presented.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. 05.20.2022 Macy Forrester

REVIEWED BY:

Joshua Jones, City Manager
Linda Proskey, City Secretary

Approved - 8/2/2022
Final Approval - 8/2/2022

Approved as to form for inclusion on Agenda



AGENDA MEMORANDUM

DATE: July 20, 2022

TO: Honorable City Council Members

FROM: Lana Ewell, Director of Library Services

THROUGH: David Berman, City Attorney
Joshua Jones, City Manager
Linda Proskey, City Secretary

SUBJECT: Consider action to approve renewal of the "MetroShare" Library Consortium Interlocal Agreement.

BACKGROUND/INFORMATION:

On August 9, 2021, the Watauga City Council approved the Watauga Public Library joining the MetroShare Consortium. The venture has been successful, and it is time to renew the Interlocal agreement. The new agreement requires the City Manager's signature before it's expiration on September 30, 2022. The new agreement will cover the time period from October 1, 2022 to September 30, 2023.

FINANCIAL IMPLICATIONS:

NA

RECOMMENDATION/ACTION DESIRED:

City Staff respectfully recommends approval.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Interlocal Agreement MetroShare Libraries 10-01-2022
2. MetroShare Interlocal 2021-Fully Executed

REVIEWED BY:

Lana Ewell, Director of Library Services

David Berman, City Attorney

Joshua Jones, City Manager

Linda Proskey, City Secretary

Approved as to form for inclusion on Agenda

Approved - 7/20/2022

Approved - 7/21/2022

Approved - 7/21/2022

Final Approval - 7/21/2022

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITIES OF
BURLESON, DECATUR, HALTOM CITY, HASLET, KELLER, RICHLAND HILLS,
ROANOKE, SAGINAW, WATAUGA, THE BENBROOK LIBRARY DISTRICT, AND
THE FOREST HILL LIBRARY DISTRICT FOR RECIPROCAL LENDING OF
LIBRARY MATERIALS**

THIS AGREEMENT (“Agreement”), is made and entered into by and between the Benbrook Library District in Benbrook, Texas, the Forest Hill Library District in Forest Hill, Texas, political subdivisions of the State of Texas under Chapter 326 of the Local Government Code located in Tarrant County, Texas, the Cities of Haltom City, Haslet, Keller, Richland Hills, Saginaw, and Watauga, Texas, home-rule municipalities located in Tarrant County, Texas, the City of Burleson, a home-rule municipality located in Johnson County, Texas, the City of Roanoke, a home-rule municipality located in Denton County, Texas and the City of Decatur, a home-rule municipality located in Wise County, Texas (hereinafter collectively referred to as “Parties” or individually as “Party”).

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, Texas Government Code, Section 791.001, et seq. (the “Act”); and

WHEREAS, the Parties are all local governments as defined by Section 791.003 (4) of the Act engaged in the provision of governmental functions and services to their citizens and patrons; and

WHEREAS, the Parties’ public library systems desire to cooperate in the circulation of library materials for the mutual advantage of their patrons; and

WHEREAS, a program involving reciprocal lending of materials is believed by each of the Parties to be in the best interest of its respective patrons; and

WHEREAS, the Parties have current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

NOW THEREFORE, for mutual consideration hereinafter stated, the Parties agree as follows.

I. TERM

The term of this Agreement is for a period of twelve (12) months beginning October 1, 2022 and ending September 30, 2023. to be renewed automatically unless cancelled by any Party as provided in Section IV. TERMINATION herein.

II. OBLIGATIONS OF THE PARTIES

1. The term RECIPROCAL LENDING as used herein means and refers to the privileges which the Parties mutually agree to extend to individuals who are residents, taxpayers, or members

(hereinafter, “member”) of another Party’s municipality or political subdivision. RECIPROCAL LENDING privileges shall be subject to the general rules and regulations of the issuing Party with respect to its borrowers, it being the intention of the Parties that qualified patrons of each district during the term of the Agreement may have the same borrowing privileges afforded to the other Party’s members, wherever practical.

2. The Parties shall mutually accord to individual members of each Party RECIPROCAL LENDING privileges as defined in paragraph 1 with the following exceptions:

- (a) RECIPROCAL LENDING will not entitle the cardholder to free interlibrary loan services; and
- (b) RECIPROCAL LENDING will not entitle the cardholder to checkout electronic materials including e-books, e-audios, and downloadable items.

III. FEES/PAYMENTS DUE

Each Public Library System will bear its own cost of performing under this Agreement. All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective Party. Any renewal will be subject to the revenues available for that Agreement term.

IV. TERMINATION

Any Party to this Agreement may, without stating any cause or justification, terminate this Agreement by giving written notice to the other Parties sixty (60) days in advance of the termination date selected. In such case, a final report and reconciliation called for by this Agreement shall be rendered notwithstanding any termination under this paragraph.

V. IMMUNITY

In the execution of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in Parties who are not signatories to this Agreement.

VI. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and/or agreements either written or oral. This Agreement may be amended only by written instrument signed by each Party to this Agreement.

VII. NOTICES

Unless notified otherwise in writing, all notices are required to be given to all Parties in

writing and delivered in person or sent via certified mail to the other Parties at the following respective addresses:

Benbrook Representative: Director-Benbrook Public Library 1065 Mercedes St. Benbrook, TX 76126	Burleson Representative: Deputy Director-Burleson Public Library 248 S.W. Johnson Ave. Burleson, TX 76028
Decatur Representative: Director-Decatur Public Library 1700 S. Highway 51 Decatur, TX 76234	Forest Hill Representative: Director-Forest Hill Public Library 6962 Forest Hill Dr. Forest Hill, TX 76140
Haltom City Representative: Director-Haltom City Public Library 4809 Haltom Rd. Haltom City, TX 76117	Haslet Representative: Director-Haslet Public Library 100 Gammill St. Haslet, TX 76052
Keller Representative: Director-Keller Public Library 640 Johnson Rd. Keller, TX 76248	Richland Hills Representative: Director-Richland Hills Public Library 6724 Rena Dr. Richland Hills, TX 76118
Roanoke Representative: Library Manager-Roanoke Public Library 308 S. Walnut St. Roanoke, TX 76262	Saginaw Representative: Director-Saginaw Public Library 355 W. McLeroy Blvd. Saginaw, TX 76179
Watauga Representative: Director-Watauga Public Library 7109 Whitley Rd. Watauga, TX 76148	

VIII. AUTHORITY TO SIGN

The undersigned officer and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

IX. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement by giving the other Parties thirty (30) days written notice.

X. VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Tarrant County, Texas, and if legal and necessary, exclusive venue shall lie in Tarrant County, Texas.

XI. INTERPRETATION OF AGREEMENT

Each Party has had the opportunity to have this Agreement reviewed by an attorney. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be constructed more favorably for any of the Parties.

XII. REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XIII. SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Parties to this Agreement. No Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Parties. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement by its authorized representative on the day and year last signed below.

BENBROOK LIBRARY DISTRICT

DATE _____

BY: _____
Carol Hafer, President, Board of Trustees

APPROVED AS TO FORM:

Betsy Elam, Attorney for the District

CITY OF BURLESON

DATE _____

BY: _____

Chris Fletcher, Mayor

APPROVED AS TO FORM:

Allen Taylor, City Attorney

CITY OF DECATUR

DATE _____ BY: _____

APPROVED AS TO FORM:

City Attorney

FOREST HILL LIBRARY DISTRICT

DATE _____

BY: _____

Dulani Masimini, Board President

APPROVED AS TO FORM:

Michael Hardrick, Library Director

CITY OF HALTOM CITY

DATE _____

BY: _____

An Truong, Mayor

APPROVED AS TO FORM:

Wayne Olson, City Attorney

CITY OF HASLET

DATE _____ BY: _____

APPROVED AS TO FORM:

City Attorney

CITY OF KELLER

DATE _____

BY: _____

Mark Hafner, City Manager

APPROVED AS TO FORM:

City Attorney

CITY OF RICHLAND HILLS

DATE _____

BY: _____
Edward Lopez, Mayor

APPROVED AS TO FORM:

Betsy Elam, City Attorney

CITY OF ROANOKE

DATE _____ BY: _____

APPROVED AS TO FORM:

City Attorney

CITY OF SAGINAW

DATE _____ BY: _____

APPROVED AS TO FORM:

City Attorney

CITY OF WATAUGA

DATE _____

BY: _____
Joshua Jones, City Manager

APPROVED AS TO FORM:

City Attorney

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITIES OF
BURLESON, HALTOM CITY, KELLER, RICHLAND HILLS, WATAUGA, THE
BENBROOK LIBRARY DISTRICT, AND THE FOREST HILL LIBRARY DISTRICT
FOR RECIPROCAL LENDING OF LIBRARY MATERIALS**

THIS AGREEMENT (“Agreement”), is made and entered into by and between the Benbrook Library District in Benbrook, Texas, the Forest Hill Library District in Forest Hill, Texas, political subdivisions of the State of Texas under Chapter 326 of the Local Government Code located in Tarrant County, Texas, the Cities of Haltom City, Keller, Richland Hills, and Watauga, Texas, home-rule municipalities located in Tarrant County, Texas and the City of Burleson, a home-rule municipality located in Johnson County, Texas (hereinafter collectively referred to as “Parties” or individually as “Party”).

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, Texas Government Code, Section 791.001, et seq. (the “Act”); and

WHEREAS, the Parties are all local governments as defined by Section 791.003 (4) of the Act engaged in the provision of governmental functions and services to their citizens and patrons; and

WHEREAS, the Parties’ public library systems desire to cooperate in the circulation of library materials for the mutual advantage of their patrons; and

WHEREAS, a program involving reciprocal lending of materials is believed by each of the Parties to be in the best interest of its respective patrons; and

WHEREAS, the Parties have current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

NOW THEREFORE, for mutual consideration hereinafter stated, the Parties agree as follows.

I. TERM

The term of this Agreement is for a period of twelve (12) months beginning October 1, 2021 and ending September 30, 2022. to be renewed automatically unless cancelled by any Party as provided in Section IV. TERMINATION herein.

II. OBLIGATIONS OF THE PARTIES

1. The term RECIPROCAL LENDING as used herein means and refers to the privileges which the Parties mutually agree to extend to individuals who are residents, taxpayers, or members (hereinafter, “member”) of another Party’s municipality or political subdivision. RECIPROCAL LENDING privileges shall be subject to the general rules and regulations of the issuing Party with respect to its borrowers, it being the intention of the Parties that qualified patrons of each district

during the term of the Agreement may have the same borrowing privileges afforded to the other Party's members, wherever practical.

2. The Parties shall mutually accord to individual members of each Party RECIPROCAL LENDING privileges as defined in paragraph 1 with the following exceptions:

- (a) RECIPROCAL LENDING will not entitle the cardholder to free interlibrary loan services; and
- (b) RECIPROCAL LENDING will not entitle the cardholder to checkout electronic materials including e-books, e-audios, and downloadable items.

III. FEES/PAYMENTS DUE

Each Public Library System will bear its own cost of performing under this Agreement. All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective Party. Any renewal will be subject to the revenues available for that Agreement term.

IV. TERMINATION

Any Party to this Agreement may, without stating any cause or justification, terminate this Agreement by giving written notice to the other Parties sixty (60) days in advance of the termination date selected. In such case, a final report and reconciliation called for by this Agreement shall be rendered notwithstanding any termination under this paragraph.

V. IMMUNITY

In the execution of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in Parties who are not signatories to this Agreement.

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Forest Hill Representative: Director-Forest Hill Public Library 6962 Forest Hill Dr. Forest Hill, TX 76140	Haltom City Representative: Director-Haltom City Public Library 4809 Haltom Rd. Haltom City, TX 76117
Keller Representative: Director-Keller Public Library 640 Johnson Rd. Keller, TX 76248	Richland Hills Representative: Director-Richland Hills Public Library 6724 Rena Dr. Richland Hills, TX 76118
Watauga Representative: Director-Watauga Public Library 7109 Whitley Rd. Watauga, TX 76148	

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XIII. SUCCESSORS AND ASSIGNS

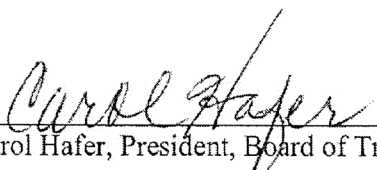
The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Parties to this Agreement. No Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Parties. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement by its authorized representative on the day and year last signed below.

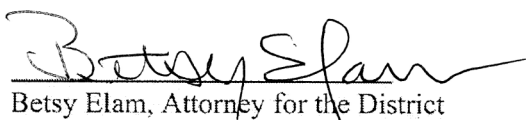
BENBROOK LIBRARY DISTRICT

DATE _____

BY: _____


Carol Hafer, President, Board of Trustees

APPROVED AS TO FORM:


Betsy Elam, Attorney for the District



CITY OF BURLESON

DATE 8/16/2021

BY: _____

Chris Fletcher, Mayor

APPROVED AS TO FORM:

Allen Taylor
Allen Taylor, City Attorney



FOREST HILL LIBRARY DISTRICT

DATE July 26, 2021

BY: 
Dulani Masimini, Board President

APPROVED AS TO FORM:


Michael Hardrick, Library Director

CITY OF HALTOM CITY

DATE 8/23/2021

BY: _____

An Truong, Mayor

APPROVED AS TO FORM:

W/Olson
Wayne Olson, City Attorney



CITY OF KELLER

DATE 8/09/2021

BY: 
Mark Hafner, City Manager

APPROVED AS TO FORM:

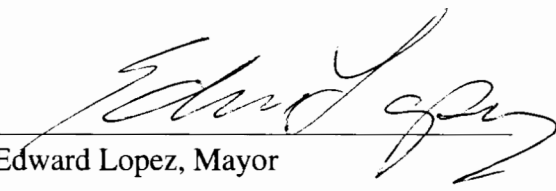
 For
City Attorney

CITY OF RICHLAND HILLS

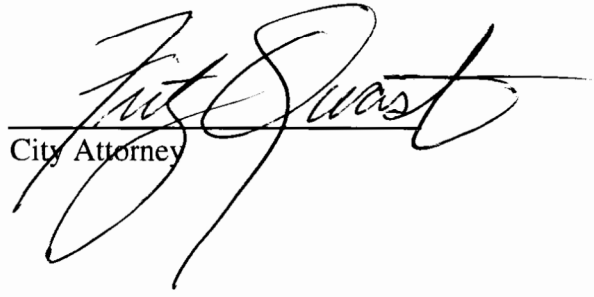
DATE August 9, 2021

BY: _____

Edward Lopez, Mayor

A handwritten signature in black ink, appearing to read 'Edward Lopez', written over a horizontal line.

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'J. Quast', written over a horizontal line.

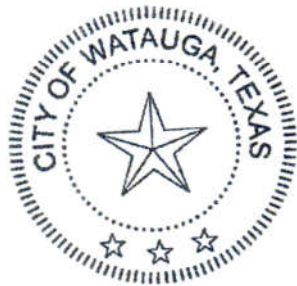
City Attorney

CITY OF WATAUGA

DATE August 9, 2021 BY: Andrea Gardner
Andrea Gardner, City Manager

APPROVED AS TO FORM:

Carole Kelley
City Attorney





AGENDA MEMORANDUM

DATE: July 25, 2022
TO: Honorable City Council Members
FROM: Arthur Miner, Mayor
THROUGH: Arthur Miner, Mayor
SUBJECT: Consider action to re-appoint members of the Boards and Commission with expiring terms.

BACKGROUND/INFORMATION:

Term expirations dates

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

Respectfully recommend the Council review and take action on the item presented.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. BOA Recommendations Aug 2022
2. Charter Review Recommendations Aug 2022
3. Library Board Recommendations Aug 2022
4. Parks Advisory Board Recommendations Aug 2022
5. Planning and Zoning Recommendations Aug 2022
6. WEDC Recommendations Aug 2022
7. Zoning Board of Adjustment Recommendations Aug 2022

REVIEWED BY:

Sandra Gibson, Director of Finance

Linda Proskey, City Secretary

Approved as to form for inclusion on Agenda

Approved - 8/5/2022

Final Approval - 8/5/2022



**INTEROFFICE MEMORANDUM
MAYOR'S OFFICE**

DATE: 04 August 22
TO: City Secretary
FROM: Mayor Arthur Miner
RE: BOARD OF APPEALS REAPPOINTMENTS

Ms Proskey:

Please find below my recommendations for the Board of Appeals. Please place these on the August 8th 2022 agenda for council approval.

Place 1	David Villafuerte	Term to expire August 31, 2023
Place 2	Vacant	
Place 3	Glenn Knight	Term to expire August 31, 2023
Place 4	Roy Stults	Reappoint to August 31, 2024
Place 5	Vacant	

Thank you

Art Miner
Mayor



**INTEROFFICE MEMORANDUM
MAYOR'S OFFICE**

DATE: 04 August 22
TO: City Secretary
FROM: Mayor Arthur Miner
RE: CHARTER REVIEW COMMISSION REAPPOINTMENTS

Ms Proskey:

Please find below my recommendations for the Charter Review Commission. Please place these on the August 8th 2022 agenda for council approval.

Place 1	Jillian Giles	Term to expire August 31, 2023
Place 2	Jan Hill	Reappoint to August 31, 2024
Place 3	Vacant	
Place 4	Vacant	
Place 5	Vacant	
Place 6	Vacant	
Place 7	Kip Woodruff	Term to expire August 31, 2023

Thank you

Art Miner
Mayor



**INTEROFFICE MEMORANDUM
MAYOR'S OFFICE**

DATE: 04 August 22
TO: City Secretary
FROM: Mayor Arthur Miner
RE: LIBRARY BOARD REAPPOINTMENTS

Ms Proskey:

Please find below my recommendations for the Library Board. Please place these on the August 8th 2022 agenda for council approval.

Place 1	Lindsey Neal	Term to expire August 31, 2023
Place 2	Pedro Rivera	Reappoint to August 31, 2024
Place 3	Anne Rodriguez	Term to expire August 31, 2023
Place 4	Henrietta Egenti	Reappoint to August 31, 2024
Place 5	Whitney Isbell	Term to expire August 31, 2023
Place 6	Kristen Chapman	Reappoint to August 31, 2024
Place 7	Kip Woodruff	Term to expire August 31, 2023

Thank you

Art Miner
Mayor



**INTEROFFICE MEMORANDUM
MAYOR'S OFFICE**

DATE: 04 August 22
TO: City Secretary
FROM: Mayor Arthur Miner
RE: PARKS ADVISORY BOARD REAPPOINTMENTS

Ms Proskey:

Please find below my recommendations for the Parks Advisory Board. Please place these on the August 8th 2022 agenda for council approval.

Place 1	Stan Hill	Term to expire August 31, 2023
Place 2	Andra Dunn	Reappoint to August 31, 2024
Place 3	Natasha Havrda	Term to expire August 31, 2023
Place 4	Tim Bobseine	Reappoint to August 31, 2024
Place 5	Vacant	

Thank you

Art Miner
Mayor



**INTEROFFICE MEMORANDUM
MAYOR'S OFFICE**

DATE: 04 August 22
TO: City Secretary
FROM: Mayor Arthur Miner
RE: PLANNING AND ZONING COMMISSION REAPPOINTMENTS

Ms Proskey:

Please find below my recommendations for the Planning and Zoning Commission .
Please place these on the August 8th 2022 agenda for council approval.

Place 1	Mike Arend	Term to expire August 31, 2023
Place 2	Quincy Adams	Reappoint to August 31, 2024
Place 3	Jillian Giles	Term to expire August 31, 2023
Place 4	Vacant	
Place 5	Cristy Blackburn	Term to expire August 31, 2023
Place 6	Karen Isbell	Reappoint to August 31, 2024
Place 7	Sharon Gehle	Term to expire August 31, 2023

Thank you

Art Miner
Mayor



**INTEROFFICE MEMORANDUM
MAYOR'S OFFICE**

DATE: 04 August 22
TO: City Secretary
FROM: Mayor Arthur Miner
RE: WATAUGA ECONOMIC DEVELOPMENT CORPORATION
REAPPOINTMENTS

Ms Proskey:

Please find below my recommendations for the Watauga Economic Development Corporation. Please place these on the August 8th 2022 agenda for council approval.

Place 1	Art Miner	Term to expire August 31, 2023
Place 2	Calvin Lewis	Reappoint to August 31, 2024
Place 3	Jan Hill	Term to expire August 31, 2023
Place 4	Malissa Minucci	Reappoint to August 31, 2024
Place 5	Vacant	
Place 6	Toni Leber	Reappoint to August 31, 2024
Place 7	Macy Forrester	Term to expire August 31, 2023

Thank you

Art Miner
Mayor



**INTEROFFICE MEMORANDUM
MAYOR'S OFFICE**

DATE: 04 August 22
TO: City Secretary
FROM: Mayor Arthur Miner
RE: ZONING BOARD OF ADJUSTMENT REAPPOINTMENTS

Ms Proskey:

Please find below my recommendations for the Zoning Board of Adjustment. Please place these on the August 8th 2022 agenda for council approval.

Place 1 David Villafuerte Term to expire August 31, 2023

Place 2 Lindsey Neal Reappoint to August 31, 2024

Place 3 Roy Stults Term to expire August 31, 2023

Place 4 Macy Forrester Reappoint to August 31, 2024

Place 5 Vacant

Alternate Places 1 thru 4 are vacant

Thank you

Art Miner
Mayor



AGENDA MEMORANDUM

DATE: July 25, 2022

TO: Honorable City Council Members

FROM: Sandra Gibson, Director of Finance
Deby Woodard, Assistant Director of Finance

THROUGH: Joshua Jones, City Manager

SUBJECT: Consider action to approve renewal of audit services contract with Weaver and Tidwell, LLC

BACKGROUND/INFORMATION:

The City Charter 9.06(C) requires an independent audit be made of all accounts of the City by a Certified Public Accountant. These audits are performed in accordance with generally accepted auditing standards as well as examination for compliance with procedures established by Charter, Ordinance, or where applicable, State and Federal laws and regulations. The audit and related reports comply with all standards provided by the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB) where applicable.

Section 103.001 of the Texas Local Government Code requires a municipality to have its records and accounts audited annually and have an annual financial statement prepared based on the audit.

Financial Audit Services Proposal # 20-009 was issued in July 2020 with responses received from eleven (11) firms. Evaluations were completed by a committee resulting in a recommendation and award by Council August 13, 2020 to Weaver. The proposal was based on the engagement for the 2019-2020 Fiscal Year with four (4) subsequent Fiscal Year renewals upon staff recommendation and Council approval at predesignated amounts.

Staff was pleased with the audit engagement for 2020-2021 Fiscal Year and requests approval of the attached Letter of Engagement for Weaver to perform the Fiscal Year 2021-2022 independent audit of the general purpose financial statements this year in the amount of \$62,000, which is an increase from last year of 4.4%. This amount includes an anticipated single audit for grant proceeds.

FINANCIAL IMPLICATIONS:

Funds are budgeted and available.



AGENDA MEMORANDUM

RECOMMENDATION/ACTION DESIRED:

Approval of the Letter of Engagement for Weaver to perform the Fiscal Year 2020-2021 City of Watauga independent audit in an amount of \$62,000, representing the second renewal of Proposal # 20-009 Financial Audit Services.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. City of Watauga - Engagement Letter 2022 Audit
2. weaver 1295

REVIEWED BY:

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

Approved - 7/25/2022
Approved - 8/2/2022
Approved - 8/3/2022
Approved - 8/4/2022
Final Approval - 8/4/2022

July 25, 2022

Mayor Arthur Miner
City of Watauga, Texas
7105 Whitley Road
Watauga, Texas 76148

Dear Mayor Miner:

You have requested that Weaver and Tidwell, L.L.P. ("Weaver", "our", "us", and "we") audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Watauga, Texas (the "City"), as of September 30, 2022, and for the year then ended and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. In addition, we will audit the City's compliance over major federal award programs for the year ended September 30, 2022.

Accounting principles generally accepted in the United States of America ("U.S. GAAP"), as promulgated by the Governmental Accounting Standards Board ("GASB") require that management's discussion and analysis and budgetary comparison information, among other items, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information ("RSI") in accordance with auditing standards generally accepted in the United States of America ("U.S. GAAS"). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule – General Fund
3. Schedule of Changes in Net Pension Liability and Related Ratios
4. Schedule of Pension Contributions
5. Schedule of Changes in Total OPEB Liability and Related Ratios

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards
2. Combining Balance Sheet

Page 2 of 10

3. Combining Statement of Revenues and Changes in Fund Balances
4. Schedule of Revenues, Expenditures and Changes in Fund Balances: Budgetary Comparison Schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory Section
2. Statistical Section

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material aspects, in conformity with U.S. GAAP and to report on the fairness of the supplementary information referred to above when considered in relation to the basic financial statements as a whole. The objective also includes reporting on internal control related to the basic financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the basic financial statements in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America ("GAGAS"); and internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS, the standards applicable to financial audits contained in GAGAS, and the provisions of the Uniform Guidance. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Page 3 of 10

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and GAGAS.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the basic financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

Ms. Jackie Gonzalez is the engagement partner for the audit services specified in this letter, and is responsible for supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

We may from time to time, and depending on the circumstances, use third-party service providers in performing this engagement. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service provider.

We expect to begin our audit procedures in December 2022, and issue our report in March 2023. We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the Mayor and City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with certain provisions of laws, regulations, contracts, and grants that could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with the provisions is not an objective of our audit, and accordingly, we will not express such an opinion.

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

In accordance with the requirements of GAGAS, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. for the preparation and fair presentation of the basic financial statements in accordance with the framework described in Audit Objectives above;
- b. for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, for fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. to provide us with:
 - i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - ii. additional information that we may request from management for the purpose of the audit; and
 - iii. unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
- d. for including the auditor's report, and our report on any supplementary information if described above, in any document containing the basic financial statements that indicates that such basic financial statements have been audited by the City's auditor;
- e. for identifying and ensuring that the City complies with the laws and regulations applicable to its activities;
- f. for adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
- g. for maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- h. for identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
- i. for preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- j. for the design, implementation, and maintenance of internal control over compliance;
- k. For identifying and ensuring that the City complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;

Page 6 of 10

- l. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- m. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- n. For submitting the reporting package and data collection form to the appropriate parties;
- o. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
- p. with regard to the supplementary information referred to above: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon;
- q. informing us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the basic financial statements are issued;
- r. for confirming your understanding of your responsibilities in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If we agree herein or otherwise to perform any non-attest services (such as tax services or any other non-attest services), you agree to assume all management responsibilities for those services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. The entity has designated Sandra Gibson, Director of Finance to oversee these services. Such services include:

- i. Preparation of financial statements and related notes
- ii. Preparation of schedule of expenditures of federal awards and related notes (as applicable)
- iii. Assisting with entries to convert accounting records from modified accrual to full accrual (GASB 34 entries)
- iv. Preparation of the Data Collection Form

GAGAS require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a nonaudit/nonattest service.

During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The City agrees that as a condition of our engagement to perform an audit that management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the audit and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the audit; or, worse, could cause a material error or a fraud to go undetected by our procedures.

Fees and Invoicing

We estimate that the fee for this engagement will be \$62,000. The fee estimate is based on anticipated cooperation from all involved and the assumption that unexpected circumstances will not be encountered during the engagement. This is only an estimate and the fee for these services will be determined by the complexity of the work performed and the tasks required. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate before we incur the additional costs. It is understood that neither our fees nor the payment thereof will be contingent upon the results of this engagement.

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be billed at cost. At this time, we do not anticipate incurring substantial expenses.

Our engagement fees do not include consulting on the adoption of new accounting standards and any future increased duties because of any regulatory body, auditing standard or an unknown or unplanned significant transaction. We will consult with you in the event any of these take place that may affect our fees.

We will also invoice for reasonable and necessary time and out-of-pocket expenses we incur to respond to any request (such as a subpoena, summons, court order, or administrative investigative demand) pertaining to this engagement in a legal matter to which we are not a party. Our time to facilitate the response will be billed at our then-current standard hourly rates, and our expenses (including attorney's fees) will be billed at cost. If we agree to perform additional substantive services related to or arising out of the request, such matters may be the subject of a new engagement letter.

Our invoices for this engagement will be rendered each month as work progresses. Our invoices are payable on presentation. For invoices not paid within sixty (60) days of the invoice date, a late charge will be added to the outstanding balance. The late charge will be assessed at a rate of half a percent (0.5%) on the unpaid balance per month. If invoices are not paid within one hundred twenty (120) days of the invoice date, the engagement will be placed on hold and we will stop work until the balance is brought current, or we may withdraw from the engagement (and any other engagements for the same client).

Ethical Conflict Resolution

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will notify you of such conflict as soon as practicable, and will discuss with you any possible means of resolving them prior to suspending our services.

The hiring of or potential employment discussions with any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner prior to any such potential employment discussions taking place.

Audit Documentation and Confidentiality

The audit documentation we prepare pertaining to and in support of this engagement is our property and constitutes confidential information. If we are requested to make the audit documentation available to outside parties, except in the case of requests during our peer review (discussed below) or when prohibited by law or direction of law enforcement, any such requests will be discussed with you before we make the documentation available to the requesting parties.

We may be requested to make certain audit documentation (working papers) available to regulators and other government agencies, pursuant to authority given by law or regulation. You should understand that responding to many such requests is mandatory. In those cases, access to such working papers will be provided under our supervision and we may, upon their request, provide the regulator or agency with copies of all or selected working papers. The requesting party may intend or decide to distribute the copies or information contained therein to others, including other regulators or agencies. You will be billed for additional fees as a result of the aforementioned work.

Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years, we subject our system of quality control to an examination by another accounting firm. As part of this process, the firm conducting our peer review will review a sample of our work. It is possible that the work we perform for you may be selected for such a review. If it is, our peer review firm is bound by professional standards to keep all information confidential and we are required to provide the required information.

It is expected that prior to the conclusion of the engagement, sections of the Data Collection Form will be completed by our firm. The sections that we will complete summarize our audit findings by federal grant or contract. Management is responsible to submit the reporting package (defined as including basic financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. The instructions to the Data Collection Form require that the reporting package be an unlocked, unencrypted, text searchable portable document file (PDF) or else it will be rejected by the Federal Audit Clearinghouse. We will be available to assist management in creating the PDF if needed.

We will coordinate with you the electronic submission and certification upon the reporting package completion. If applicable, we will provide copies of our report for you to include with the reporting package if there is a need to submit the package to pass-through entities.

The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

We will retain our audit documentation for a period of at least seven years from the date of our report. You agree that following such period, we may destroy the audit documentation without notice to you.

To maintain independence, we will not act as the host of your financial or non-financial information or as your information back-up service provider. Instead, it is your responsibility to maintain a complete set of your financial and non-financial data and records. If some portion of your data and records is contained only within our files, you agree to inform us before the issuance of our report and we will provide that to you.

The parties do not intend this engagement letter to be for the benefit of any third-party. You may inform us of third-parties who will receive a copy of our audit report. Unless you inform us of such third-parties in writing, we are not aware of who you intend to supply our audit report to and we do not anticipate other third-parties' reliance upon our professional services unless expressly stated herein.

During the course of the engagement, we may communicate via fax, email, or other electronic mechanism. Please be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Dispute Resolution Procedure including Jury Waiver

If a dispute arises out of or relates to this engagement or engagement letter, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. In such event, the parties will attempt to agree upon a location, mediator, and mediation procedures, but absent such agreement any party may require mediation in Fort Worth, Texas, administered by the AAA under its Commercial Mediation Procedures.

This engagement letter and all disputes between the parties shall be governed by, resolved, and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles. Any action arising out of or relating to this engagement or engagement letter shall only be brought in, and each party agrees to submit and consent to the exclusive jurisdiction of, the federal or state courts situated in Harris County, Texas.

Each party hereby irrevocably waives any right it may have to trial by jury in any proceeding arising out of or relating to this engagement or this engagement letter.

Whenever possible, this engagement letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretation, but if any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed or modified and the remaining terms of the engagement letter shall remain in force. The parties agree that the court should modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible.

If because of a change in status or due to any other reason, any provision in this engagement letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, professional organizations or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

Miscellaneous

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of the latest external peer review report of our firm for your consideration and files.

Page 10 of 10

We may at times provide you with documents marked as drafts. You understand that those documents are for your review purposes only. You should not rely upon those documents in any way.

Although the engagement partner responsible for this engagement is a licensed certified public accountant, we inform you that we have nonlicensees who may provide services pertaining to this engagement.

If you intend to make reference to our firm or include our report or any portion of it in a published document or other reproduction, and that document or other reproduction includes a version of our report or the financial statements that is assembled differently than any version we provided you or audited, you agree to provide us with printers' proofs or masters for our review and approval before reproducing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our approval. This requirement does not pertain to distributing our report or the financial statements when you do not modify their assembly or in situations where you disseminate the audited financial statements as a standalone document, such as on your website.

This engagement letter sets forth all of the agreed upon terms and conditions of our engagement with respect to the matters covered herein, and supersedes any that may have come before. This engagement letter may not be amended or modified except by further writing signed by all the parties.

We appreciate the opportunity to assist you and look forward to working with you and your team.

Sincerely,

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Fort Worth, Texas

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement as described herein, including each party's respective responsibilities. By signing below, the signatory also represents that they have been authorized to execute this agreement.

City of Watauga, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____



Report on Firm's System of Quality Control

October 16, 2019

To the Partners of Weaver and Tidwell, L.L.P.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver and Tidwell, L.L.P. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements].)

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

What inspires you, inspires us. | eidebailly.com

U.S. Bancorp Center | 800 Nicollet Mall, Ste. 1300 | Minneapolis, MN 55402-7033 | T 612.253.6500 | F 612.253.6600 | EOE

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver and Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Weaver and Tidwell, L.L.P. has received a peer review rating of pass.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Eide Bailly LLP

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-914865

Date Filed:
07/26/2022

Date Acknowledged:

8-2-2022

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

Weaver and Tidwell, L.L.P.
Dallas, TX United States

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

City of Watauga

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

20-009
Financial Audit Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rook, David	Houston, TX United States	X	X
	Gonzalez, Jackie	Fort Worth, TX United States		X
	Mackel, John	Houston, TX United States	X	X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Jackie Gonzalez, and my date of birth is 4/26/1979.

My address is 2821 West 7th Street, Suite 700, Fort Worth, TX, 76107, US.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 26 day of July, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



AGENDA MEMORANDUM

DATE: August 2, 2022

TO: Honorable City Council Members

FROM:

THROUGH: Linda Proskey, City Secretary

SUBJECT: Consider action to approve the minutes from the May 23 and July 11, 2022 Workshops.

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

Respectfully recommend the Council review and take action on the item presented.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. 7.11.22 Workshop
2. 5.23.22 Workshop

REVIEWED BY:

Joshua Jones, City Manager

Linda Proskey, City Secretary

Approved as to form for inclusion on Agenda

Approved - 8/4/2022

Final Approval - 8/4/2022



**MINUTES
WATAUGA CITY COUNCIL
WORKSHOP MEETING
MONDAY, JULY 11, 2022
CITY HALL COUNCIL CHAMBER, 7105 WHITLEY ROAD
5:30 PM**

CALL TO ORDER

Mayor Miner called the meeting to order at 5:30 PM

ROLL CALL

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

Mayor
Mayor Pro Tem/Council Member Place 3
Council Member Place 1 (Absent with Notice/Excused)
Council Member Place 2
Council Member Place 4 (Arrived at 5:35 PM)
Council Member Place 5
Council Member Place 6
Council Member Place 7

and

Joshua Jones
Linda Proskey
David Berman
Sandra Gibson
Paul Hackleman
Randy Richards

City Manger
City Secretary
City Attorney
Finance Director
Director of Public Works
Assistant Director of Public Works

ANNOUNCEMENTS

None

PRESENTATIONS

Discussion on Staff Retention and Reimbursement by Employees to the City for the cost of training.

Joshua Jones, City Manager, opened the discussion about a possible policy for employees who receive training by the city and then leave shortly after. He had the Juliet Rodriguez, HR Director, reach out to our comparable cities to see what policies they have.

Councilmember Downey said she asked for this item. Her main concern is when we are putting officers through the police academy after they are selected, we are paying for the cost of training and salary. For the fire department, we carry their salary. For the other departments, the city is paying for employee licensing. She understands the need for training and continuous training but feels that a policy needs to be in place before taking training that they need to stay with the city for at least a year.

Councilmember Hill is in favor of a policy she thinks training for certifications should be, but not seminars.

Councilmember Taylor would like the City Manager to review with HR and put together a proposed program to bring back to the council.

Mayor Miner agrees with Councilmember Taylor and wants the dollar amount of how much we have lost. He asked the council if this was their consensus.

All council members agreed that they would like the City Manager and staff to draft a proposed policy for them to review.

ADJOURNMENT

Mayor Miner adjourned the meeting at 5:43 PM

APPROVED: this _____ day of _____, 2022.

SIGNED: this _____ day of _____, 2022.

APPROVED:

Arthur L. Miner, Mayor

ATTEST:

Linda Proskey, City Secretary

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



**MINUTES
WATAUGA CITY COUNCIL
WORKSHOP MEETING
MONDAY, MAY 23, 2022
CITY HALL COUNCIL CHAMBER, 7105 WHITLEY ROAD
5:30 PM**

CALL TO ORDER

Mayor Miner called the meeting to order at 5:32 PM

ROLL CALL

Arthur L. Miner	Mayor
Lovie Downey	Mayor Pro Tem/Council Member Place 3
Pat Shelbourne	Council Member Place 1
Tom Snyder	Council Member Place 2
Andrew Neal	Council Member Place 4
Malissa Minucci	Council Member Place 5
Mark Taylor	Council Member Place 6
Jan Hill	Council Member Place 7

and

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

ANNOUNCEMENTS

Mayor said Watauga Fest was a great success and thanked the staff for a good job.

PRESENTATIONS

City Manager Josh Jones introduced Molly Decker and Katie Corder with DC Municipal Consulting.

Molly Decker presented the report on the compensation market analysis of all city positions. They looked at the current pay plan, developed a transition plan to bring the positions to the appropriate grade, and provided information on benefits and certification pay. They looked at nine peer cities. The market analysis focused on compensation only, not staffing or workload concerns.

Katie Corder provided the benefits portion of the presentation. They found that retirement,

health premiums for employees only, and vacation days were in the market. They also found that vacation day accruals, the leave cap, and health premiums for spouses and family were out of the market.

Mayor asked about the vacation leave cap.

Councilmember Taylor says he supports the changes but had questions about the transition costs and funding. He asked about vacation accrual, peer cities, certification pay, and merit pay.

Councilmember Minucci asked if they looked into whether an area or department was overstaffed, and if there are merit evaluation paramotors.

Councilmember Neal commented on the compensation below \$15 an hour and feels it's not acceptable. Believes that the minimum should be no less than 17 an hour.

Councilmember Snyder feels that the plan needs to implement and that the city employees are world-class and need to be compensated for their hard work.

Councilmember Downey agrees with Council Members Snyder and Taylor that it needs to be implemented and would also like to know how it will be funded.

Councilmember Hill agrees with council members Downey and Snyder. She also wants to see the city continue staying complete with COLAs and merit increases.

Councilmember Shelbourne is in favor of the plan. He feels the reason people leave or do not accept a job here is the pay not being competitive.

ADJOURNMENT

Mayor Miner adjourned the meeting at 6:16 PM

APPROVED: this _____ day of _____, 2022.

SIGNED: this _____ day of _____, 2022.

APPROVED:

Arthur L. Miner, Mayor

ATTEST:

Linda Proskey, City Secretary

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



PROPOSED BUDGET FY2022-2023



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



SPECIAL REVENUE FUNDS

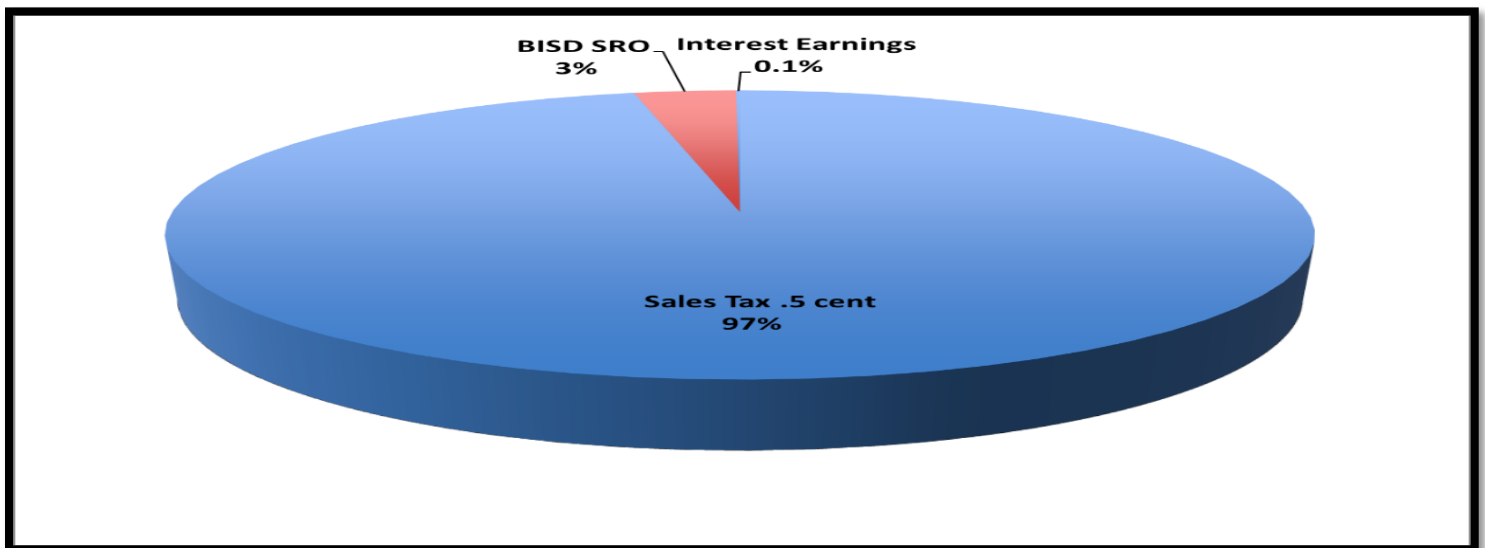
CRIME CONTROL DISTRICT – FUND 18

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

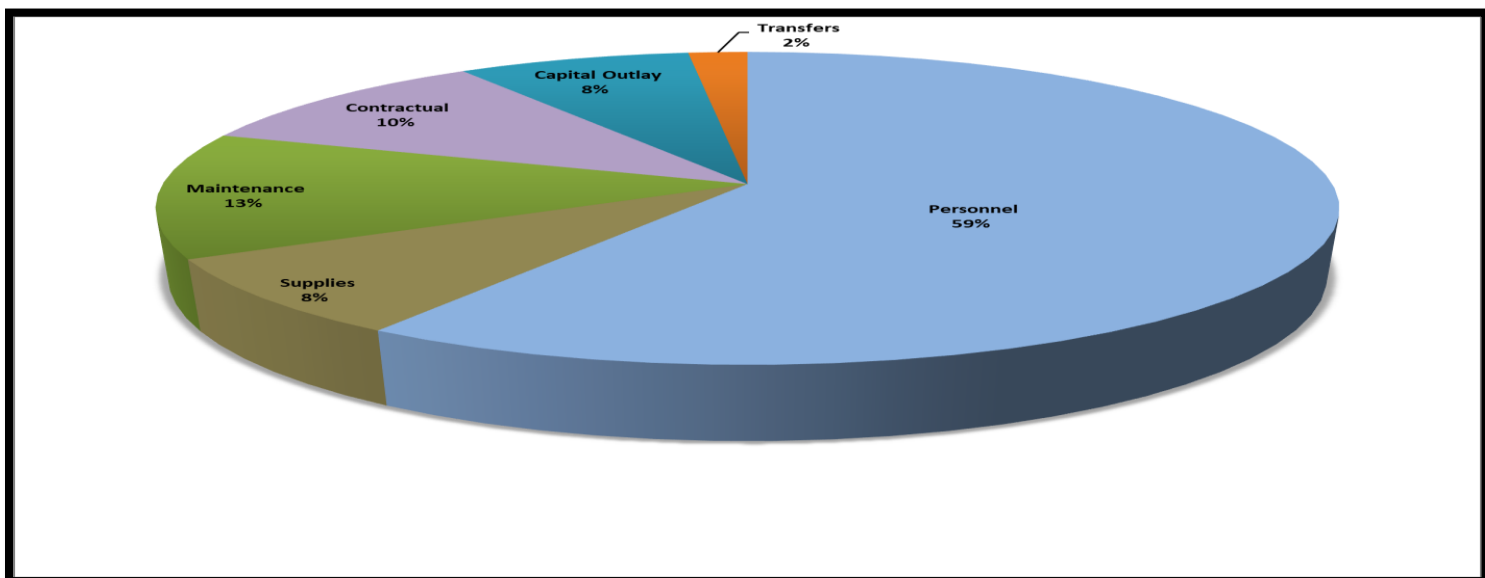
This is a Special Revenue Fund and is used to account for specific revenues that are legally restricted to expenditures for particular purposes. The fund is accounted for on the modified accrual basis of accounting. Revenues are recorded when available and measurable, and expenditures are recorded when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

Sales tax revenue for FY2022-2023 is forecasted to be \$1,875,000. Sales Tax revenues are projected to be approximately 16.5% higher than the FY2021-2022 original budget as the impact of COVID-19 continues to recover.

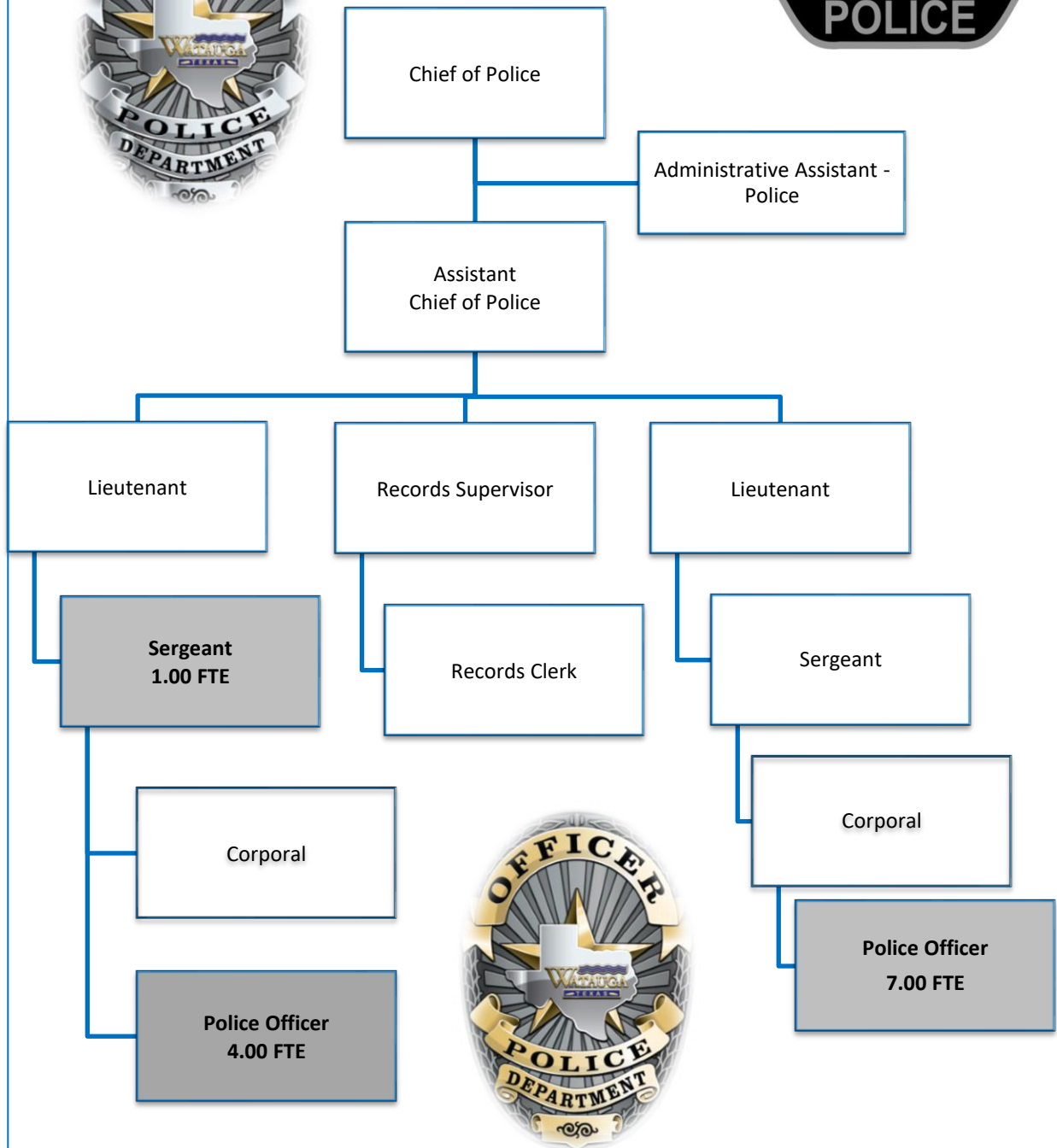
Where Does the Money Come From?



Where Does the Money Go?



Crime Control District Fund 18-080



SPECIAL REVENUE FUNDS

CRIME CONTROL DISTRICT BUDGET SUMMARY - FUND 18

	HISTORY		PROJECTED YEAR		BUDGET	% CHANGE
	2019-2020 Actual	2020-2021 Actual	2021-2022 Original Budget	2021-2022 Projected/Amended	2022-2023 Proposed	FY2022-2023 VS 2021-2022
Fund Balance, October 1	\$677,248	\$731,135	\$801,335	\$1,010,402	\$1,237,902	
Revenues:						
Sales Taxes	1,468,760	1,701,405	1,610,000	1,820,000	1,875,000	16.5%
BISD SRO	24,500	48,448	64,000	64,000	66,000	3.1%
Transfer In From ERF	70,000	0	0	0	0	0.0%
Interest Earnings/Other	18,756	1,417	2,000	2,000	4,000	100.0%
Proceeds From Sales of Assets	0	38,324	0	0	0	0.0%
Operating Revenues	\$ 1,582,016	\$ 1,789,593	\$ 1,676,000	\$ 1,886,000	\$ 1,945,000	16.05%
Total Available Resources	\$ 2,259,264	\$ 2,520,728	\$ 2,477,335	\$ 2,896,402	\$ 3,182,902	28.5%
Expenditures:						
Operating Expenditures	1,498,129	1,469,939	1,590,000	1,628,500	1,854,400	16.6%
Capital Outlay	0	10,388	0	0	150,250	0.0%
Total Expenditures	1,498,129	1,480,327	1,590,000	1,628,500	2,004,650	26.1%
Operating Transfers-Out						
To General Fund	30,000	30,000	30,000	30,000	38,000	26.7%
To Capital Projects	0	0	0	0	0	0.0%
To Internal Service Fund	0	0	0	0	0	0.0%
Total Operating Transfers-Out	30,000	30,000	30,000	30,000	38,000	26.7%
TOTAL OPERATING & TRANSFERS	\$ 1,528,129	\$ 1,510,327	\$ 1,620,000	\$ 1,658,500	\$ 2,042,650	26.1%
Fund Balance, September 30	\$731,135	\$1,010,402	\$857,335	\$1,237,902	\$1,140,252	
CHANGE IN FUND BALANCE	\$53,887	\$279,267	\$56,000	\$227,500	(\$97,650)	
Fund Balance Policy Min @ 20%					\$378,480	

SPECIAL REVENUE FUNDS

DEPARTMENT: POLICE

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

LOCATION:

7101 Whitley Road
Watauga, Texas 76148

HOURS OF OPERATION:

24 hours a day

MISSION / PROGRAMS / SERVICES:

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

FY2021-2022 HIGHLIGHTS / ACHIEVEMENTS:

- Created and implemented an Honor Guard team
- Maintained minimum staffing levels on patrol utilizing staff assigned to other areas
- Passed TCOLE audit
- Passed CJIS audit
- Promoted 2 Sergeants
- Promoted 3 Corporals
- Began the purchase process of a new weapons system for officers funded by Certificate of Obligations

FY2022-2023 GOALS/ OBJECTIVES:

- Become fully staffed using recruiting bonus and seeking certified officers from outside the metro area
- Transition to a new weapons system for all officers
- Increase utilization of Bike Patrol for crime prevention and community policing when staffing allows
- Increase the use of technology to aid in investigating crime and criminal

MAJOR BUDGETARY ISSUES AND OPERATIONAL TRENDS:

Even more so now than in the past years recruiting qualified applicants is our greatest struggle to due several issues. These issues are salary, benefits, and an overall lack of candidates wanting to be officers.

SPECIAL REVENUE FUNDS

DEPARTMENT: POLICE					
DIVISION / ACTIVITY: WATAUGA CRIME CONTROL AND PREVENTION DISTRICT - FUND 18					
EXPENDITURES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 BUDGET	2021-2022 PROJECTED	2022-2023 BUDGET
Personnel	\$1,029,370	\$987,813	\$1,029,000	\$1,012,700	\$1,204,800
Supplies	\$105,801	\$113,826	\$143,500	\$161,700	\$175,600
Maintenance	\$227,808	\$231,151	\$225,500	\$224,300	\$264,200
Contractual/Sundry	\$135,149	\$137,149	\$192,000	\$202,500	\$209,800
Capital Outlay	\$0	\$10,388	\$0	\$0	\$150,250
Transfers	\$30,000	\$30,000	\$30,000	\$30,000	\$38,000
TOTAL	\$1,528,128	\$1,510,327	\$1,620,000	\$1,631,200	\$2,042,650
PERSONNEL					
Officer	8.00	8.00	8.00	8.00	8.00
Sergeant	1.00	1.00	1.00	1.00	1.00
Mental Health Officer	0.00	0.00	0.00	0.00	1.00
Community Resources Officer	1.00	1.00	1.00	1.00	1.00
School Resource Officer (SRO)	1.00	1.00	1.00	1.00	1.00
TOTAL	11.00	11.00	11.00	11.00	12.00
PERFORMANCE MEASURES / SERVICE LEVELS					
Input / Demand		Actual 20-21	Budget 21-22	Projected 21-22	Budget 22-23
Number of Sworn Police Officers		11.00	11.00	11.00	12.00
Efficiency Measures / Impact		Actual 20-21	Budget 21-22	Projected 21-22	Budget 22-23
Budget per Capita		63.54	68.15	68.62	83.72
Percentage of City Budget		3.20%	3.05%	3.07%	
Number of Sworn Officers Per 1000 Population		1.16	2.16	2.16	2.03
Effectiveness Measures / Outcomes					
	Goals	Actual 20-21	Budget 21-22	Projected 21-22	Budget 22-23
SRO Presentations	3	4	4	4	4
SRO Student Contacts	3	1,859	1,500	2,200	2,500
Area School Events/Contacts	3	166	50	85	175
Public Safety Cadet Unit Meetings	3, 7	31	47	8	40
Public Safety Cadet Unit Training Hours	3, 7	478	2,000	100	2,000
Crime Prevention Training - Community Svc.	3	1	50	0	0
Business Contacts - Community Svc.	3	166	200	0	0
Neighborhood Watch Mtgs - Community Svc.	3	0	0	0	0
VIPS Hours	3	912	2,000	500	1,000
Town Hall Meetings	3	0	1	0	0



SPECIAL REVENUE FUNDS

BUDGET CHANGES

Fiscal Year 2022-2023 Compared to Fiscal Year 2021-2022 Budget

DEPARTMENT: POLICE				
DIVISION / ACTIVITY: CRIME CONTROL DISTRICT - FUND 18-080				
DESCRIPTION	CATEGORY	ONE-TIME	ON-GOING	CHANGE EXPLANATION
CHANGES:				
Personnel	Personnel Services		\$88,800	Benefits, Step Increases, Comp & Longevity Adjustments
Personnel	Personnel Services		\$87,000	Mental Health Officer - Approved PIP Position
Office Supplies	Supplies		\$500	Inflation Adjustment
Publications	Supplies		\$100	Inflation Adjustment
Vehicle Parts & Supplies	Supplies		\$1,000	Inflation Adjustment
Vehicle Fuels & Lubricants	Supplies		\$25,000	Inflation Adjustment
Minor Tools & Apparatus	Supplies		\$500	Inflation Adjustment
Educational Supplies	Supplies		\$500	Inflation Adjustment
Computer Supplies	Supplies	\$3,000		Mental Health Officer - Approved PIP Position Needs
Weapons/Ammunition	Supplies		\$1,500	Inflation Adjustment
Office Equipment	Maintenance		\$100	Inflation Adjustment
Vehicle Maintenance	Maintenance	\$9,600		Vehicles Graphics Refresh - Approved New Request
Vehicle Maintenance	Maintenance		\$1,500	Inflation Adjustment
Radio Maintenance	Maintenance		(\$4,500)	Fort Worth Radio Contract Adjustment
Uniform Cleaning	Maintenance		\$2,000	Usage & Cost Estimate Increase Adjustment
Software Maintenance	Maintenance		\$30,000	Axon Refresh Program - Approved New Request
Sundry	Contractual/Sundry		(\$4,500)	Reclass Alliance for Children to Special Services
Sundry	Contractual/Sundry		\$5,000	Honor Guard Program - Approved New Request
Special Services	Contractual/Sundry		\$4,500	Reclass Alliance for Children from Sundry
Special Services	Contractual/Sundry		(\$400)	Additional Needs Analysis & Inflation Adjustments
Special Services	Contractual/Sundry		\$500	Awards Banquet Inflation Adjustment
Special Services	Contractual/Sundry		\$500	Insurance Broker Fees Cost Adjustment
Special Services	Contractual/Sundry		\$200	LexisNexis Cost & Usage Adjustment
Special Services	Contractual/Sundry	\$1,500		One-Time Budget Reallocation to Printing & Binding
Dues & Subscriptions	Contractual/Sundry		\$1,000	Various Membership Dues Cost Adjustments
Training	Contractual/Sundry		\$4,000	Inflation, Estimated Usage & Approved PIP Position Needs
Printing & Binding	Contractual/Sundry	(\$1,500)		One-Time Budget Reallocation from Special Services
Investigation Expense	Contractual/Sundry		\$6,000	Approved New Request
Workers Compensation	Contractual/Sundry		\$1,000	Rate Adjustment
Motor Vehicles	Capital Outlay	\$130,000		Capital Outlay Plan Items (3 Vehicles)
Other Equipment	Capital Outlay	\$6,000		Crime Scene Barriers - Approved New Request
Other Equipment	Capital Outlay	\$14,250		Safety Cameras/ALPR - Approved New Request
General & Admin Transfers	Transfer	\$8,000		Revenue Adjustment
TOTALS:		\$170,850	\$251,800	

\$422,650 **NET INCREASE/DECREASE**



CCD BUDGET

NEW REQUESTS

PERSONNEL IMPROVEMENT PLAN (PIP) FY 2021-2022

JUSTIFICATION & COST ANALYSIS FOR REQUESTED CHANGE

Department	Police	
Position Job Title	Mental Health Police Officer	
Funded Year	2022-2023	
Job Code	to be entered by HR	
Number of Positions	1	
FLSA Status (Exempt or Nonexempt)	Non Exempt	
Full Time or Part Time	Full Time	
Pay Grade	to be entered by HR	
Base Salary	\$63,686	On-Going Costs
Benefits	\$20,000.00	
Uniforms	\$ 1,000.00	Cost
Equipment	\$ 2,000.00	
Technology	\$ 1,500.00	
Training	\$ 1,250.00	
Total Cost	\$89,436	PER OFFICER

Justification:

The Watauga Police Department handles an increasing number of non law enforcement related issues including an increase in the number of mental health calls for persons in crisis. Many of those calls are repeat calls for the same person being in crisis time and time again partly due to a lack of ability to follow up after the initial event. Watauga Police Department desires to create a Mental Health Division to provide a high level of service to our citizens in need of Mental Health Services by having the available staff to properly follow up with these individuals and provide them with contacts and services that should prevent the need for escalation of events and repeat emergency calls. A spotlight of media and national attention has brought to light many instances with a negative outcome for persons in crisis when handled in a typical law enforcement manner. Specialized staff and training is needed to aid our community and allow our other staff to perform essential duties for their daily responsibilities. Funding these positions would increase staffing levels reducing a need for overtime along with having staff available to perform more community policing and patrol operations. These requested positions would be new to the city. For this particular request, this would be a new program to further the mission of the Police Department and the City to create a safer community for our citizens.



NEW REQUEST FORM

FISCAL YEAR: 2022-2023

DEPARTMENT: Police - Crime Control District
PROGRAM TITLE: Axon Systems for Body Worn Cameras, Mobile A/V and Tasers
REQUEST TYPE: One-Time & On-Going **PRIORITY:** 1
FUND/DEPT: 18-080 **GOAL #:** 3
ACCOUNT: 18-080-63510 Software Maintenance
FULL FY2022-2023 COST: \$30,000
ANY ON-GOING FUTURE COSTS: \$30,000
FULL FY2022-2023 SAVINGS OFFSET:
LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST: All Axon Products
RECOMMENDATION FOR DISPOSITION: Trade-In

PROGRAM DESCRIPTION

Axon Systems Refresh will provide for an update to aging equipment (Tasers) that are reaching end of life and costly to repair to maintain their use and upgrade Body Worn Cameras and Mobile A/V to include Automated License Plate readers on every vehicle that is equipped with Mobile A/V to aid in the detection of criminals.

SAVINGS/BENEFITS

Approving this refresh of the existing program will replace aging equipment and consolidate the billing into one annual bill as well as provide updated equipment with greater features that will improve the safe apprehension of criminal suspects.

CONSEQUENCES OF NOT FUNDING PROGRAM

Not funding this program will result in costly repairs to our existing equipment specifically our tasers that are over 8 years old and failing.

EXPENSE IMPACT

2021-2022 CURRENT BUDGET	2021-2022 YEAR END PROJECTION	2022-2023 NEW REQUEST	2022-2023 TOTAL BUDGET
\$148,000	\$150,300	\$30,000	\$178,000
	TOTALS:	\$30,000	\$178,000

SAVINGS IMPACT/OFFSET

ACCOUNT NUMBER	ACCOUNT NAME	FY2022-2023 SAVINGS	ON-GOING SAVINGS
	TOTALS:	\$0	\$0



NEW REQUEST FORM

FISCAL YEAR: 2022-2023

DEPARTMENT: Police - Crime Control District
PROGRAM TITLE: Investigation Expenses Budget Increase (account # 18-080-74450)
REQUEST TYPE: On-Going **PRIORITY:** 2
FUND/DEPT: 18-080 **GOAL #:** 3
FULL FY2022-2023 COST:
ANY ON-GOING FUTURE COSTS: \$6,000
FULL FY2022-2023 SAVINGS OFFSET:
LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:
RECOMMENDATION FOR DISPOSITION:

PROGRAM DESCRIPTION

This is a request for increased funding in investigation expenses primarily used for narcotics testing. The cost of testing has increased year after year and is our major expense for all of investigations.

SAVINGS/BENEFITS

Funding this increase funding for drug testing will allow for testing not paid for by other sources to secure prosecution of narcotics offenders.

CONSEQUENCES OF NOT FUNDING PROGRAM

Not funding this will reduce the amount of testing available to aid in prosecution.

EXPENSE IMPACT

2021-2022 CURRENT BUDGET	2021-2022 YEAR END PROJECTION	2022-2023 BUDGET REQUEST	2022-2023 TOTAL BUDGET
45,000	51,000	\$6,000	\$51,000

SAVINGS IMPACT/OFFSET

ACCOUNT NUMBER	ACCOUNT NAME	FY2022-2023 SAVINGS	ON-GOING SAVINGS
	TOTALS:	\$0	\$0



NEW REQUEST FORM

FISCAL YEAR: 2022-2023

DEPARTMENT: Police - Crime Control District
PROGRAM TITLE: Honor Guard Program (Increase Sundry account # 18-080-74030)
REQUEST TYPE: On-Going **PRIORITY:** 3
FUND/DEPT: 18-080 **GOAL #:** 3
FULL FY2022-2023 COST:
ANY ON-GOING FUTURE COSTS: \$5,000
FULL FY2022-2023 SAVINGS OFFSET:
LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:
RECOMMENDATION FOR DISPOSITION:

PROGRAM DESCRIPTION

Honor Guard expenses and equipment for attending functions and funerals for fallen officers and ceremonial events.

SAVINGS/BENEFITS

Having an Honor Guard provides opportunities for the City Brand to be recognized in a positive way and further provides opportunities for officers to be engaged in departmental activities outside the normal scope of their duties that will aid in retention.

CONSEQUENCES OF NOT FUNDING PROGRAM

Not funding this program will result in the inability to have a retention opportunity for staff that is desirous to be involved in activities as well as place the city and department in a positive light to garner respect and be noticed.

EXPENSE IMPACT

2021-2022 CURRENT BUDGET	2021-2022 YEAR END PROJECTION	2022-2023 BUDGET REQUEST	2022-2023 TOTAL BUDGET
22,000	27,500	\$5,000	\$27,000

SAVINGS IMPACT/OFFSET

ACCOUNT NUMBER	ACCOUNT NAME	FY2022-2023 SAVINGS	ON-GOING SAVINGS
	TOTALS:	\$0	\$0



NEW REQUEST FORM

FISCAL YEAR:

2022-2023

DEPARTMENT: Police - Crime Control District

PROGRAM TITLE: Safety Cameras & ALPR System

REQUEST TYPE: One-Time & On-Going

RANKING: 2

FUND/DEPT: 18-080

GOAL #: 3

FULL FY2022-2023 COST: \$14,250

ANY ON-GOING FUTURE COSTS: \$12,500

FULL FY2022-2023 SAVINGS OFFSET:

LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:

RECOMMENDATION FOR DISPOSITION:

PROGRAM DESCRIPTION

Safety cameras and ALPR for deployment in high traffic and high crime areas to observe vehicular traffic for investigations. This is an investigative tool that provides information about potential suspect vehicles in the area where a crime has been committed. There is a one-time expense for the equipment and on-going expense for maintaining and monitoring the equipment.

SAVINGS/BENEFITS

The safety systems capture vehicles driving on public roadways and files the vehicle information in a secure database for LE use only. The database can be searched for suspected vehicles involved in criminal activity as well as alert officers to wanted persons related to vehicles and sex offenders in areas of concern.

CONSEQUENCES OF NOT FUNDING PROGRAM

Not funding this program will increase the difficulty in locating suspect vehicles and vehicular patterns involved in crimes and the inability to provide hits on sex offenders' location at parks or other restricted areas.

EXPENSE IMPACT

ACCOUNT NUMBER	ACCOUNT NAME	FY2022-2023 EXPENSE	ON-GOING EXPENSE
18-080-85170	Other Equipment	\$14,250	
18-080-63510	Software Maintenance		\$12,500
	TOTALS:	\$14,250	\$12,500

SAVINGS IMPACT/OFFSET

ACCOUNT NUMBER	ACCOUNT NAME	FY2022-2023 SAVINGS	ON-GOING SAVINGS
	TOTALS:	\$0	\$0



NEW REQUEST FORM

FISCAL YEAR:

2022-2023

DEPARTMENT: Police - Crime Control District

PROGRAM TITLE: Crime Scene Barrier System

REQUEST TYPE: One-Time

PRIORITY: 5

FUND/DEPT: 18-080

GOAL #: 3

FULL FY2022-2023 COST: \$6,000

ANY ON-GOING FUTURE COSTS:

FULL FY2022-2023 SAVINGS OFFSET:

LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:

RECOMMENDATION FOR DISPOSITION:

PROGRAM DESCRIPTION

Crime scene protection for scenes that are in the public view such as outdoor homicides and deadly vehicle crashes to prevent onlookers from observing deceased persons or relatives from seeing their loved ones. This could be utilized by fire or at special events as well as crime scenes.

SAVINGS/BENEFITS

Having barriers for some crime scenes will aid in the investigation of these scenes by keeping unwanted people out and maintain the dignity of the deceased person.

CONSEQUENCES OF NOT FUNDING PROGRAM

Not funding this item could result in unwanted video being taken by civilians and posted to social media or released to the media as well as cause relatives of victims to see the victims in a condition that is disturbing.

EXPENSE IMPACT

ACCOUNT NUMBER	ACCOUNT NAME	FY2022-2023 EXPENSE	ON-GOING EXPENSE
18-080-85170	Other Equipment	\$6,000	
	TOTALS:	\$6,000	\$0

SAVINGS IMPACT/OFFSET

ACCOUNT NUMBER	ACCOUNT NAME	FY2022-2023 SAVINGS	ON-GOING SAVINGS
	TOTALS:	\$0	\$0



NEW REQUEST FORM

FISCAL YEAR:

2022-2023

DEPARTMENT: Police - Crime Control District

PROGRAM TITLE: Refresh Patrol Graphics

REQUEST TYPE: One-Time

PRIORITY: 6

FUND/DEPT: 18-080

GOAL #: 3

FULL FY2022-2023 COST: \$9,600

ANY ON-GOING FUTURE COSTS:

FULL FY2022-2023 SAVINGS OFFSET:

LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:

RECOMMENDATION FOR DISPOSITION:

PROGRAM DESCRIPTION

Refresh of faded and unprofessional appearance of patrol vehicles. Using a 3M wrap replacement for the vehicles that have faded due to sun and have become damaged due to door dings and normal wear and tear.

SAVINGS/BENEFITS

The benefit of refreshing graphics projects a professional and positive image to present our city and department brand in a positive light and will increase the moral and pride in driving a vehicle that displays a look of professionalism.

CONSEQUENCES OF NOT FUNDING PROGRAM

Impressions made by our department may not be as professional by the appearance of worn vehicle.

EXPENSE IMPACT

ACCOUNT NUMBER	ACCOUNT NAME	FY2022-2023 EXPENSE	ON-GOING EXPENSE
18-080-63040	Vehicle Maintenance	\$9,600	
	TOTALS:	\$9,600	\$0

SAVINGS IMPACT/OFFSET

ACCOUNT NUMBER	ACCOUNT NAME	FY2022-2023 SAVINGS	ON-GOING SAVINGS
	TOTALS:	\$0	\$0



CCD BUDGET

CAPITAL OUTLAY PLAN

2022-2023

Watauga Crime Control and Prevention District

Capital Outlay Plan Requests FY2022-2023

VEHICLE	ODO	MAKE	MODEL	TYPE	FUND	LIFE EXPECTANCY	REPLACEMENT YEAR	FUNDING SOURCE	ESTIMATED REPLACEMENT COST
151	123794	CHEVY	TAHOE	PASSENGER CAR	CCD FUND	8 YEAR/120K MILES	2022-23	CCD FUND BALANCE	\$ 45,000
159	121951	CHEVY	TAHOE	PASSENGER CAR	CCD FUND	5 YEAR/100K MILES	2022-23	CCD FUND BALANCE	\$ 45,000
163	115636	FORD	ESCAPE S	PASSENGER CAR	CCD FUND	8 YEAR/120K MILES	2022-23	CCD FUND BALANCE	\$ 40,000



AGENDA MEMORANDUM

DATE: August 2, 2022

TO: Honorable City Council Members

FROM: Juliet Rodriguez, Human Resources and Civil Service Director

SUBJECT: Discuss and consider action to approve the purchase of health, dental and vision insurance with United Healthcare for all eligible employees and authorize the City Manager to execute a contract with United Health Care.

BACKGROUND/INFORMATION:

The City of Watauga issued a Request for Proposal (RFP) for Health and Dental in May 2022. The City's vision with United Healthcare has a guarantee until 10/01/2024. Life / Disability / EAP with Mutual of Omaha received a rate guarantee until 10/01/2023. HSA with Optum Bank is renewing with no changes and fees guaranteed until 10/01/2023. The City has recently experienced several months of high claims from October 2020, previous fiscal years claims totaled in a 169% claims ratio and for the first half of this plan year as of June 2022, is 149% claims ratio.

As a result of the RFP, the City only received a response for Medical from United Healthcare (UHC) for consideration. Blue Cross Blue Shield of Texas (BCBSTX) submitted after the deadline and was not included for consideration (*See Attachment A RFP Vendor responses*). The UHC renewal provided for an increase of 25.5% or \$299,279. UHC provided options for renewal that would reduce the rate slightly by discontinuing the least popular Buy Up plan with only 5 enrollments and not disrupting any of the benefits in the other two existing and more utilized plans. The proposed and recommended Option 1A is outlined in the attached document (*See Attachment B Option 1A Rate Analysis*). This would keep the benefits in the two most popular plans – \$3500 Navigate and HDHP/HSA – the same. Additionally, the UHC Motion plan allows employees to earn up to \$1,095 if they meet step/walking goals for employees while on the HDHP/HSA plan. This aligns perfectly with the WataugaFIT program and encourages health awareness and healthy lifestyles. The cost for the recommended Option 1A, and rate change based on the current level of enrolled employees, would result in an increase of approximate \$247,355, reducing the original increase from 25.5% to 21.1%, if bundled with UHC for Dental.

For Dental, the City of Watauga had a loss ratio of 121%. The City received two responses for Dental from United Concordia, with a 4.4% rate increase, and United Healthcare with a 35.4% increase. (*See Attachment C Dental Rate*



AGENDA MEMORANDUM

Analysis). However, UHC, our current Dental provider, offered an updated increase amount of 24% if we bundle medical and dental with existing vision. Bundling these insurance plans also simplifies the administration of the different plans. The final cost result is a rate increase of 24% or \$18,703.50 for dental insurance.

In summary, should the City of Watauga move forward with the purchase of health, dental and vision insurance through United Healthcare, the total increase will be approximately 21.1% \$266,058.50. With employees covering high portions of dependent care and with the introduction of a minimal Employee Only contribution on both remaining plans, the latter of which would be tiered based on annual salary, it would assist in limiting the increased cost and bring the total cost to the city to approximately \$218,000.

FINANCIAL IMPLICATIONS:

The approximate total cost will be \$1,517.675, which includes \$1,420,975 for Medical and \$96,700 for Dental. This amount will vary based on employee enrollment, city contributions and plan selections as well as new tiered premium amounts.

RECOMMENDATION/ACTION DESIRED:

City Staff Recommends the approval to purchase health, dental and vision insurance through United Healthcare and authorize City Manager to execute a contract with UHC.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Agenda Memo Attachment A
2. Agenda Memo Attachment B
3. Agenda Memo Attachment C

REVIEWED BY:

Juliet Rodriguez, Human Resources and Civil Service Director	Approved - 8/2/2022
Sandra Gibson, Director of Finance	Approved - 8/2/2022
Deby Woodard, Assistant Director of Finance	Approved - 8/2/2022
David Berman, City Attorney	Approved - 8/3/2022
Joshua Jones, City Manager	Approved - 8/4/2022
Linda Proskey, City Secretary	Final Approval - 8/4/2022

Approved as to form for inclusion on Agenda

RFP Vendor Response List (Medical)

MEDICAL CARRIER	RESPONDED / DECLINED	FINALIST
UHC	Responded	Yes
BCBSTX	Disqualified	n/a
Scott & White	Declined	n/a
Cigna	Declined	n/a
TML	Declined	n/a
HUMANA	Declined	n/a

RFP Vendor Response List (Dental)

DENTAL CARRIER	RESPONDED / DECLINED	FINALIST
UHC	Responded	Yes
United Concordia	Responded	Yes
Delta Dental	Responded	No
MetLife	Responded	No
BCBSTX	Disqualified	n/a

Dental Loss Ratio – LTM : 121%

2022 / 2023 UHC Benefits – Option 1A



	1	2	3	4	5	6
MEDICAL BENEFITS	UHC			UHC - Option 1A		
	\$3,500 Navigate	HDHP Navigate	Buy Up Navigate	\$3,500 Navigate	HDHP Navigate	Buy Up Navigate
	Current / Renewal	Current / Renewal	Current / Renewal	Current / Renewal	Current / Renewal	Discontinued
Deductible						
In-Network	\$3,500 Ind./\$7,000 Fam.	\$2,500 Ind./\$5,000 Fam.	\$1,000 Ind./\$2,000 Fam.	\$3,500 Ind./\$7,000 Fam.	\$2,500 Ind./\$5,000 Fam.	\$1,000 Ind./\$2,000 Fam.
Non-Network	n/a	n/a	n/a	n/a	n/a	n/a
Out Of Pocket Max						
In-Network	Includes Deductible	Includes Deductible	Includes Deductible	Includes Deductible	Includes Deductible	Includes Deductible
Non-Network	\$6,600 Ind. / \$13,200 Fam.	\$2,500 Ind./\$5,000 Fam.	\$4,500 Ind. / \$9,000 Fam.	\$6,600 Ind. / \$13,200 Fam.	\$2,500 Ind./\$5,000 Fam.	\$4,500 Ind. / \$9,000 Fam.
	n/a	n/a	n/a	n/a	n/a	n/a
Coinsurance						
In-Network	80%	100%	80%	80%	100%	80%
Non-Network	n/a	n/a	n/a	n/a	n/a	n/a
Lifetime Max	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Emergency Room						
In-Network	Ded./ 20%	Ded./ 0%	\$100 Copay (waive if admitted) +20	Ded./ 20%	Ded./ 0%	\$100 Copay (waive if admitted) +20
Non-Network	Ded./ 20%	Ded./ 0%	\$100 Copay (waive if admitted) +20	Ded./ 20%	Ded./ 0%	\$100 Copay (waive if admitted) +20
Physician Office Visit						
In-Network	\$30 Copay, \$0 Children under 19	Ded./ 0%	\$30 Copay, \$0 Children under 19	\$30 Copay, \$0 Children under 19	Ded./ 0%	\$30 Copay, \$0 Children under 19
Non-Network	n/a	n/a	n/a	n/a	n/a	n/a
Specialist Office Visit						
In-Network	\$50 Copay	Ded./ 0%	\$30 Copay	\$50 Copay	Ded./ 0%	\$30 Copay
Non-Network	n/a	n/a	n/a	n/a	n/a	n/a
Preventive Care						
In-Network	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Non-Network	n/a	n/a	n/a	n/a	n/a	n/a
Urgent Care						
In-Network	\$25 Copay	Ded./ 0%	\$50 Copay	\$25 Copay	Ded./ 0%	\$50 Copay
Non-Network	n/a	n/a	n/a	n/a	n/a	n/a
Lab & X-Ray (Major)						
In-Network	(CT, PET, MRI, MRA)	(CT, PET, MRI, MRA)	(CT, PET, MRI, MRA)	(CT, PET, MRI, MRA)	(CT, PET, MRI, MRA)	(CT, PET, MRI, MRA)
Non-Network	Ded./ 20%	Ded./ 0%	Ded./ 20%	Ded./ 20%	Ded./ 0%	Ded./ 20%
	n/a	n/a	n/a	n/a	n/a	n/a
In-Patient Hospital						
In-Network	Per Admission	Per Admission	Per Admission	Per Admission	Per Admission	Per Admission
Non-Network	Ded./ 20%	Ded./ 0%	Ded./ 20%	Ded./ 20%	Ded./ 0%	Ded./ 20%
	n/a	n/a	n/a	n/a	n/a	n/a
Out-Patient						
In-Network	Ded./ 20%	Ded./ 0%	Ded./ 20%	Ded./ 20%	Ded./ 0%	Ded./ 20%
Non-Network	n/a	n/a	n/a	n/a	n/a	n/a
Prescriptions		Access PDL		Access PDL		
Network Retail Pharmacy	\$5/\$30/\$65	Ded./ 0%	\$5/\$30/\$65	\$5/\$30/\$65	Ded./ 0%	\$5/\$30/\$65
Mail Order (90 day supply)	\$12.50/\$75/\$162.50	Ded./ 0%	\$12.50/\$75/\$162.50	\$12.50/\$75/\$162.50	Ded./ 0%	\$12.50/\$75/\$162.50
Specialty Drugs	\$5/\$30/\$65	Ded./0%	\$5/\$30/\$65	\$5/\$30/\$65	Ded./0%	\$5/\$30/\$65

Note: This is a brief summary and not intended to be a contract.

HSA Motion Included
***PCP Designation Required / Specialist Referral Required ***

HSA Motion Included
***PCP Designation Required / Specialist Referral Required ***

2022 / 2023 UHC Option 1A



				1	2	3	4	5	6	7	8	9
MEDICAL BENEFITS				UHC			UHC			UHC - Option 1A (Recommended)		
	Assumed Enrollment			\$3,500 Navigate	HDHP Navigate	Buy-Up Navigate	\$3,500 Navigate	HDHP Navigate	Buy-Up Navigate	\$3,500 Navigate	HDHP Navigate	Buy-Up Navigate
FINANCIALS	HM O	HDH P	Buy	Current	Current	Current	Renewal	Renewal	Renewal	Renegotiated	Renegotiated	Eliminated
Employee Only	60	48	0	\$605.63	\$644.66	\$716.16	\$760.07	\$809.05	\$898.78	\$738.26	\$785.84	\$0.00
Employee & Spouse	3	2	0	\$1,247.42	\$1,327.80	\$1,475.07	\$1,565.52	\$1,666.39	\$1,851.21	\$1,520.60	\$1,618.59	\$0.00
Employee & Child(ren)	10	3	0	\$1,198.97	\$1,276.24	\$1,417.78	\$1,504.72	\$1,601.68	\$1,779.31	\$1,461.54	\$1,555.74	\$0.00
Employee & Family	1	3	0	\$1,822.66	\$1,940.12	\$2,155.29	\$2,287.45	\$2,434.86	\$2,704.89	\$2,221.82	\$2,365.00	\$0.00
	130											
Monthly Premium				\$50,271	\$43,248	\$4,282	\$63,090	\$54,277	\$5,374	\$65,695	\$52,720	\$0
Annual Premium				\$603,251	\$518,980	\$51,389	\$757,085	\$651,322	\$64,493	\$788,338	\$632,637	\$0
Combined Annual Premium				\$1,173,621			\$1,472,900			\$1,420,975		
\$ Change from Current				n/a			\$299,279			\$247,355		
% Change from Current				n/a			25.5%			21.1%		
Effective Date				10/1/2021			10/1/2022			10/1/2022		
Geo Access (PCP)				100.0%			100.0%			100.0%		
Rate Guarantee				1 year			1 year			1 year		
Network Name				Choice			Choice			Choice		
Network Website				www.uhc.com			www.uhc.com			www.uhc.com		
AM Best Rating				A			A			A		

Note: This is a brief summary and not intended to be a contract.

Dental Analysis – Benefits



DENTAL BENEFITS		UHC		UHC		UHC		United Concordia	
		PPO	DMO	PPO	DMO	PPO	DMO	PPO	DMO
		Current	Current	Renewal	Renewal	Renegotiated Renewal	Renegotiated Renewal	Proposed	Proposed
Type I – Preventive Services	Waiting Period	100%	See Schedule	100%	See Schedule	100%	See Schedule	100%	See Schedule
	Oral Examinations	None		None		None		None	
X-rays		Type I (2 per year)		Type I (2 per year)		Type I (2 per year)		Type I (2 per year)	
	- Bite Wings Frequency	Type I (1 per year)		Type I (1 per year)		Type I (1 per year)		Type I (1 per 12 months under age 19, 1 set every 18 months age 19 and over)	
- Full Mouth Frequency		Type I (1 every 3 years)		Type I (1 every 3 years)		Type I (1 every 3 years)		Type I (1 every 5 years)	
	Cleanings	Type I (2 per year)		Type I (2 per year)		Type I (2 per year)		Type I (2 per year)	
Topical Fluoride Treatment		Type I (Under age 16)		Type I (under age 16)		Type I (under age 16)		Type I (to age 14)	
	Space Maintainers	Type I		Type I		Type I		Type I (to age 15)	
Sealants		Type I (1 every 3 years; permanent molars; Under age 16)		Type I (1 every 3 years; permanent molars; under age 16)		Type I (1 every 3 years; permanent molars; under age 16)		Type I (1 every 3 years; permanent molars; to age 16)	
Type II – Basic Services	Waiting Period	80%	See Schedule	80%	See Schedule	80%	See Schedule	80%	See Schedule
	Fillings	None		None		None		None	
- Amalgam		Type II		Type II		Type II		Type II	
	- Composite	Type II (Other than molars)		Type II (Other than molars)		Type II (Other than molars)		Type II	
Root Canal Treatment		Type II		Type II		Type II		Type II	
	Root Planning	Type II		Type II		Type II		Type II	
Periodontic Maintenance (Frequency)		Type II		Type II		Type II		Type II	
	Periodontal Surgery	Type II		Type II		Type II		Type II	
Extractions		Type II		Type II		Type II		Type II	
	General Anesthesia	Type II		Type II		Type II		Type II	
Deep IV Sedation		Type II		Type II		Type II		Type II	
	Palliative Treatment (Relief of Pain)	Type II		Type II		Type II		Type II	
Type III – Major Services	Waiting Period	50%	See Schedule	50%	See Schedule	50%	See Schedule	50%	See Schedule
	Crowns	12 months		12 months		12 months		12 Months	
Inlays and Onlays		Type III		Type III		Type III		Type III	
	Removable / Fixed Bridge-Work	Type III		Type III		Type III		Type III	
Partial or Complete Dentures		Type III		Type III		Type III		Type III	
	Denture Relines / Rebases	Type III		Type III		Type III		Type III	
Implants		Type III		Type III		Type III		Type III	
		Not Covered		Not Covered		Not Covered		Not Covered	
Type IV - Orthodontia	Waiting Period	50%	See Schedule	50%	See Schedule	50%	See Schedule	50%	See Schedule
	Orthodontia Lifetime Maximum	12 months		12 months		12 months		12 months	
Orthodontia Eligibility		\$1,500		\$1,500		\$1,500		\$1,500	
	Child to age 19	Child to age 19		Child to age 19		Child to age 19		Child to age 19	
Calendar Year Deductible		II,III, IV	See Schedule	II,III, IV	See Schedule	II,III, IV	See Schedule	II,III	See Schedule
	Individual	\$50		\$50		\$50		\$50	
Family		\$150		\$150		\$150		\$150	
		\$1,500		\$1,500		\$1,500		\$1,500	
Dental Annual Maximum		\$1,500		\$1,500		\$1,500		\$1,500	
Maximum Rollover		Not Included		Not Included		Not Included		Not Included	
Waiting Period Applies to:		Not Included		Not Included		Not Included		Not Included	
UHC Out of Network Percentile		90th		90th		90th		90th	

Dental Analysis – Rates



			UHC		UHC - Renewal		Renegotiated Renewal		United Concordia	
FINANCIALS	Enroll.		PPO	DMO	PPO	DMO	PPO	DMO	PPO	DMO
Employee Only	70	11	\$33.07	\$12.34	\$45.31	\$13.11	\$41.34	\$12.96	\$34.87	\$10.50
Employee & Spouse	9	5	\$61.84	\$24.29	\$84.73	\$25.81	\$77.30	\$25.51	\$65.22	\$20.90
Employee & Child(ren)	12	1	\$73.12	\$32.37	\$100.18	\$34.39	\$91.41	\$34.00	\$77.11	\$22.80
Employee & Family	25	1	\$96.68	\$44.33	\$132.46	\$47.10	\$120.86	\$46.56	\$101.95	\$38.80
	134									
Monthly Premium			\$6,165.90	\$333.89	\$8,447.93	\$354.75	\$7,707.75	\$350.67	\$6,501.95	\$281.60
Annual Premium			\$73,990.80	\$4,006.68	\$101,375.16	\$4,257.00	\$92,492.94	\$4,208.04	\$78,023.40	\$3,379.20
Combined Annual Premium			\$77,997.48		\$105,632.16		\$96,700.98		\$81,402.60	
\$ Change from Current			n/a		\$27,634.68		\$18,703.50		\$3,405.12	
% Change from Current			n/a		35.4%		24.0%		4.4%	
Effective Date			10/1/2021		10/1/2022		10/1/2022		10/1/2022	
Rate Guarantee			1 Year	1 Year	1 Year	1 Year	1 Year	1 Year	12 months, 6% cap years 2, 3, 4, 5	12 months
Dependent Age Limit			To age 26		To age 26		To age 26		To age 26	
GEO Access Results			97.4%		97.4%		97.4%		99.1%	
Network Name			UHC Dental		UHC Dental		UHC Dental		ElitePlus Network	

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