WATAUGA
TEXAS
"A GREAT PLACE TO LIVE"

**AGENDA**
**WATAUGA CITY COUNCIL**
**REGULAR MEETING**
**MONDAY, OCTOBER 10, 2022**
**CITY HALL COUNCIL CHAMBER, 7105 WHITLEY ROAD**
**6:30 PM**

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

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

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE** United States and Texas Flags

**ANNOUNCEMENTS**

**PRESENTATIONS**

1. Presentation of Service Awards for the City of Watauga Employees celebrating a Milestone Anniversary during the month of October
   **Karen Porter, Human Resources Generalist**

2. Proclamation for Red Ribbon Week Oct. 24-30, 2022

3. BISD to present information to the council on their bond package.

**REPORTS**

**PUBLIC COMMENT** If speaking for an organization or group, the speaker should identify the group represented. If speaking during Public Comment (for matters not posted on that particular meeting's agenda), members of the City Council and Staff may only provide a statement of factual information in response to the inquiry or recite existing policy in response (e.g., to correct a factual misstatement made by the citizen or provide factual information requested by the citizen). Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a future meeting. If necessary, the Chair will task the City Manager to respond to the citizen and report back to the City Council as soon as practicable. Such report to the-City Council shall not constitute a meeting called by the City Council nor shall it constitute deliberation or formal action. Individual citizens addressing the City Council during Public Comment shall not exceed three (3) minutes in their comments; however, the Chair may extend or reduce the speaker's allotted time in order to conduct an efficient and effective public meeting. The time allotted shall not be donated to others desiring to speak. Public Comment is not established to engage in a conversation with the Council and no formal Council action will be taken.

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

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

1. Consideration of Voting Member and Alternate Member reappointment/appointment to the City of Fort Worth Water and Wastewater Wholesale Customer Advisory Committee

   **Paul Hackleman, Director of Public Works**

2. Consideration and action on approval of the Monthly Financial Report for the period ending August 31, 2022

   **Sandra Gibson, Director of Finance**

3. Consideration and action to approve a resolution to submit the grant application (#4590701) to equip Watauga Police Department Officers with bullet-resistant shields.

   **Ben Davis, Grant & Recognition Program Manager**

4. Consider action to approve the purchase of six (6) Ford Vehicles from Sam Pack's Ford through the BuyBoard cooperative purchasing program
   **Paul Hackleman, Director of Public Works**

5. Consider action to approve the purchase of (3) new Chevy Tahoe PPV's from Lake Country Chevrolet through the TIPS USA #210907 cooperative purchasing program
   **Paul Hackleman, Director of Public Works**

6. Consider action to approve the purchase of a new Jet Vac Truck from Lonestar Freightliner through the BuyBoard cooperative purchasing program
   **Paul Hackleman, Director of Public Works**

7. Consider action on a Resolution of the City Council of the City of Watauga, Texas, authorizing the City Manager to negotiate and execute on behalf of the City an Interlocal Agreement for vehicle maintenance services by and between the City of Watauga, Texas, and the City of Sansom Park, Texas; providing for repeal; providing for severability; and providing for an effective date
   **Paul Hackleman, Director of Public Works**

8. Consider action authorizing the City Manager to negotiate and execute on behalf of the City an Amendment to an Interlocal Agreement for Street Maintenance by and between the City of Watauga, Texas, and Tarrant County, Texas
   **Paul Hackleman, Director of Public Works**

**PUBLIC HEARINGS / ACTION**

**ACTION ITEMS**

1. Discuss and consider action to approve Chapter 380 Economic Development Agreement between the City of Watauga and Mr. Froze Margarita Express, LLC and authorize the City Manager to execute the agreement.

**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**

## ITEMS FOR FUTURE AGENDAS

## 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 October 7, 2022, before 6:00 p.m., in accordance with Chapter 551 of the Texas Government Code.

Linda Proskey, City Secretary

CITY OF WATAUGA, TEXAS

WATAUGA
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# AGENDA MEMORANDUM

**DATE:** September 27, 2022

**TO:** Honorable City Council Members

**FROM:** Karen Porter, Human Resources Generalist

**THROUGH:** Juliet Rodriguez, Human Resources and Civil Service Director

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

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**BACKGROUND/INFORMATION:**
Presentation of Service Awards for the City of Watauga Employees celebrating a Milestone Anniversary during the month of October

**FINANCIAL IMPLICATIONS:**

**RECOMMENDATION/ACTION DESIRED:**

**ATTACHMENTS/ SUPPORTING DOCUMENTATION:**
1. Employee Service Awards - October 2022

**REVIEWED BY:**

| | |
|---|---|
| Juliet Rodriguez, Human Resources and Civil Service Director | Approved - 9/28/2022 |
| Joshua Jones, City Manager | Approved - 9/29/2022 |
| Linda Proskey, City Secretary | Final Approval - 9/30/2022 |

*Approved as to form for inclusion on Agenda*

# Employee Service Awards

October 2022

# Clay Paris

## Police Officer

5 Years of Service

Thank You

# Michael Ayala

## Janitorial Service Technician II

15 Years of Service

Thank You

# Vanessa Hansard

## Firefighter/Paramedic

20 Years of Service

Thank You

WATAUGA
TEXAS
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# AGENDA MEMORANDUM

**DATE:** October 3, 2022

**TO:** Honorable City Council Members

**FROM:**

**THROUGH:** Arthur Miner, Mayor

**SUBJECT:** Proclamation for Red Ribbon Week Oct. 24-30, 2022

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**BACKGROUND/INFORMATION:**

Birdville ISD is supporting the 2022 Red Ribbon Campaign to promote healthy, drug-free and violence-free lifestyles. They requested that Mayor Miner issue a Proclamation declaring October 24-30 as Red Ribbon Week in the City of Watauga.

**FINANCIAL IMPLICATIONS:**

N/A

**RECOMMENDATION/ACTION DESIRED:**

**ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. Red Ribbon Week 2022

**REVIEWED BY:**

| | |
|---|---|
| Joshua Jones, City Manager | Approved - 10/3/2022 |
| Linda Proskey, City Secretary | Final Approval - 10/3/2022 |

*Approved as to form for inclusion on Agenda*

WATAUGA
TEXAS

# Proclamation

**WHEREAS**, alcohol and other drug abuse in this nation has reached epidemic stages; and

**WHEREAS,** it is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs; and

**WHEREAS,** the City of Watauga and Birdville Independent School District are coordinating our community's Red Ribbon Campaign to offer our citizens the opportunity to demonstrate their commitment to alcohol, tobacco and illegal drug and violence prevention; and

**WHEREAS,** the National Red Ribbon Campaign will be celebrated in every community in America during "Red Ribbon Week", October 24 - October 30; and

**WHEREAS,** business, government, law enforcement, media, medical, military, parents, religious institutions , schools, senior citizens, service organizations and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying Red Ribbons during this week long campaign; and

**WHEREAS,** the City of Watauga further commits its support to ensure the success of the Red Ribbon Campaign;

**NOW, THEREFORE**, I, Arthur Miner, Mayor of the City of Watauga, Texas, do hereby proclaim October 24 - October 30, 2022 as

***"RED RIBBON CAMPAIGN WEEK"***
***Theme: Celebrate Life. Live Drug Free!***

and encourages all citizens to participate in alcohol, tobacco and illegal drug and violence prevention activities, making a visible statement that we are strongly committed to creating safe and caring environments for every child to grow up in and further encourages all citizens to pledge, "No Use of Illegal Drugs, No Illegal Use of Legal Drugs."

**PROCLAIMED** this the 10th day of October, 2022.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Watauga to be affixed this 10th day of October, 2022.

__________________________
Arthur L. Miner, Mayor

ATTEST

__________________________
Linda Proskey, City Secretary

WATAUGA
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# AGENDA MEMORANDUM

**DATE:** September 29, 2022

**TO:** Honorable City Council Members

**FROM:**

**THROUGH:** Arthur Miner, Mayor

**SUBJECT:** BISD to present information to the council on their bond package.

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**BACKGROUND/INFORMATION:**
Birdville ISD requested to make a presentation to the council on a bond package.
Present at the meeting will be:
Skip Baskerville Associate Superintendent
Dave Lambson Executive Director of Technology
Dr Missy Glenn Executive Director of Finance &Federal Programs

**FINANCIAL IMPLICATIONS:**
N/A

**RECOMMENDATION/ACTION DESIRED:**

**ATTACHMENTS/ SUPPORTING DOCUMENTATION:**
None

**REVIEWED BY:**

| | |
|---|---|
| Joshua Jones, City Manager | Approved - 9/29/2022 |
| Linda Proskey, City Secretary | Final Approval - 9/30/2022 |

*Approved as to form for inclusion on Agenda*

# AGENDA MEMORANDUM

**DATE:** September 15, 2022

**TO:** Honorable City Council Members

**FROM:** Paul Hackleman, Director of Public Works

**THROUGH:** Joshua Jones, City Manager

**SUBJECT:** Consideration of Voting Member and Alternate Member reappointment/appointment to the City of Fort Worth Water and Wastewater Wholesale Customer Advisory Committee

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## BACKGROUND/INFORMATION:

The Voting Member and Alternate Member representing the City of Watauga at the Fort Worth Water and Wastewater Wholesale Customer Advisory Committee have historically been the Director of Public Works and the Utilities Superintendent.

Currently, the Director of Public Works serves as the secretary on this committee.

Recommended reappointment/appointment:

1. Paul Hackleman, P.E., Voting Member
2. Taylor Alvarez, Alternate Member

## FINANCIAL IMPLICATIONS:

N/A

## RECOMMENDATION/ACTION DESIRED:

Staff respectfully recommends the City Council appoint the two proposed members to the one-year term.

## ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Appointment Form - Wholesale Advisory Committee (2022-2023) - Watauga

## REVIEWED BY:

| | |
|---|---|
| Paul Hackleman, Director of Public Works | Approved - 9/15/2022 |
| Joshua Jones, City Manager | Approved - 9/15/2022 |
| Linda Proskey, City Secretary | Final Approval - 9/16/2022 |

*Approved as to form for inclusion on Agenda*

FORT WORTH®

# APPOINTMENT FORM
## Wholesale Water and Wastewater Customer Advisory Committee

**DATE:** 9/12/2022

**WHOLESALE CUSTOMER:** City of Watauga

Check all that apply: ■ Water ■ Wastewater

The following individuals have been officially appointed by the **CUSTOMER's GOVERNING BODY**, under the terms of the Wholesale Contract for Services as the **VOTING MEMBER** and **ALTERNATE** for the Water and/or Wastewater System Advisory Committee. The term is for the Fiscal Year beginning October 1, 2022 through September 30, 2023.

**Voting Member:**

Paul D. Hackleman, P.E., CFM
Name
Director of Public Works
Title
817-514-5837
Office Phone
817-995-4251
Cell Phone
phackleman@wataugatx.org
Email Address

Mailing Address:

7800 Virgil Anthony Blvd

Watauga, Texas 76148

**Alternate Member**

Taylor Alvarez
Name
Utility Superintendent
Title
817-514-5846
Office Phone
817-714-8300
Cell Phone
talvarez@wataugatx.org
Email Address

Mailing Address:

7800 Virgil Anthony Bldv

Watauga, Texas 76148

Signature of Mayor/Board President

Official Seal

***Please complete and return as soon as possible, but no later than October 31, 2022 to:***

WaterWholesale@fortworthtexas.gov
*or*
City of Fort Worth
Water Utility Billing Section/Wholesale
P. O. Box 870
Fort Worth, Texas 76101

cfs01\water\Groups\WholeSale\Wholesale Customer Advisory Committee\WCAC Appointees FY2023

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# AGENDA MEMORANDUM

**DATE:** September 19, 2022

**TO:** Honorable City Council Members

**FROM:** Sandra Gibson, Director of Finance

**THROUGH:** Joshua Jones, City Manager

**SUBJECT:** Consideration and action on approval of the Monthly Financial Report for the period ending August 31, 2022

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**BACKGROUND/INFORMATION:**
The Monthly Financial Report for the period ending August 31, 2022 is attached for Council review and approval.

**FINANCIAL IMPLICATIONS:**
N/A

**RECOMMENDATION/ACTION DESIRED:**
Staff recommends review and approval of the attached Monthly Financial Report for the period ending August 31, 2022

**ATTACHMENTS/ SUPPORTING DOCUMENTATION:**
1. Council Report - August 2022 to Council October 10, 2022

**REVIEWED BY:**

| | |
|---|---|
| Sandra Gibson, Director of Finance | Approved - 9/29/2022 |
| Joshua Jones, City Manager | Approved - 9/29/2022 |
| Linda Proskey, City Secretary | Final Approval - 9/30/2022 |

*Approved as to form for inclusion on Agenda*

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

## Sales Tax

Sales tax receipts from the State Comptroller received in the month of September 2022 (reflecting July 2022 sales receipts) increased in total to 15.9% compared to the same time last year in part due to the quarter cent increase in sales tax for the General Fund approved by voters in May 2021. The quarter cent sales tax was previously dedicated to street maintenance until abolished in November 2020 (effective January 1, 2021).

| Sales Tax Receipts | Jul-22 | Jul-21 | % change |
|---|---|---|---|
| City 1% | $ 302,139 | $ 292,631 | 3.2% |
| City 1/4% *effective 10/1/2021** | $ 75,535 | $ - | 100.0% |
| Street Maint 1/4%** | $ - | $ - | 0.0% |
| CCD 1/2% | $ 150,536 | $ 155,313 | -3.1% |
| EDC 1/4% | $ 75,535 | $ 73,158 | 3.2% |
| Totals | $ 603,745 | $ 521,102 | 15.9% |

**approved by voters May, 2021 for effective date of 10/1/2021*

***abolished January, 2021*

A comparison of July 2022 sales tax receipts for Watauga's and surrounding cities are shown below: These figures do not include Special District sales tax receipts.

**SALES TAX RECEIPTS COMPARISONS JULY 2021 vs. JULY 2022**
**RECEIVED FROM COMPTROLLER - SEPTEMBER**
**FISCAL YEAR 2021-2022**

| | Sales Tax Receipts for the Month: | | | |
|---|---|---|---|---|
| City | JULY 2022 Sales | JULY 2021 Sales | $ Change | % Change |
| N. Richland Hills | $ 1,578,125.05 | $ 1,152,038.87 | $ 426,086.18 | 36.99% |
| Richland Hills | $ 704,423.26 | $ 552,002.00 | $ 152,421.26 | 27.61% |
| Watauga | $ 453,208.99 | $ 365,788.89 | $ 87,420.10 | 23.90% |
| Keller | $ 1,321,370.13 | $ 1,138,101.03 | $ 183,269.10 | 16.10% |
| Bedford | $ 1,269,104.80 | $ 1,099,859.74 | $ 169,245.06 | 15.39% |
| Grapevine | $ 4,703,811.40 | $ 4,134,851.99 | $ 568,959.41 | 13.76% |
| Haltom City | $ 1,475,531.34 | $ 1,317,208.78 | $ 158,322.56 | 12.02% |
| Saginaw | $ 626,796.51 | $ 563,919.29 | $ 62,877.22 | 11.15% |
| Southlake | $ 3,032,880.99 | $ 2,734,218.34 | $ 298,662.65 | 10.92% |
| Fort Worth | $ 17,694,876.30 | $ 16,194,411.25 | $ 1,500,465.05 | 9.27% |
| Euless | $ 1,981,518.46 | $ 1,816,627.10 | $ 164,891.36 | 9.08% |
| Colleyville | $ 605,594.36 | $ 559,183.92 | $ 46,410.44 | 8.30% |
| Roanoke | $ 1,922,421.63 | $ 1,846,205.32 | $ 76,216.31 | 4.13% |
| Hurst | $ 1,483,266.33 | $ 1,424,887.81 | $ 58,378.52 | 4.10% |

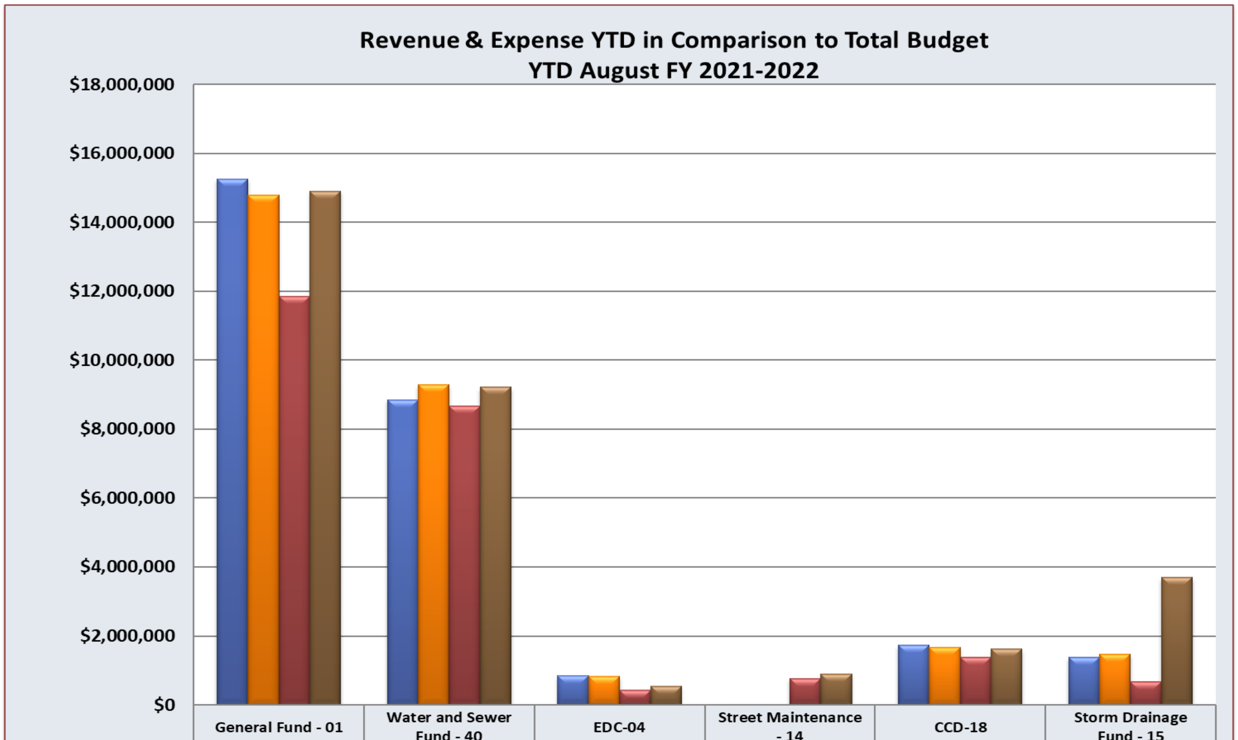
Source: State Comptroller

City Collections only - not Special Purpose Districts or Transit

The City will receive the distribution for August 2022 sales tax receipts on October 14, 2022. Sales tax revenues have been estimated for the August reporting period.

## Financial Highlights

The City is 91.67% through the fiscal year 2021-2022. A summary of revenue and expenses for major funds are reflected in the chart below and details of each fund's revenues and expenditures are attached. Also attached is a Departmental Consolidated Budget Report that shows expenditures for departments across all funds. For example, the Police Department budget and expenditures are combined for two funds in which expenditures are reported (General Fund and Crime Control). The Consolidated Departmental Budget Report does not include capital outlay or debt service expenditures.




| | General Fund - 01 | Water and Sewer Fund - 40 | EDC-04 | Street Maintenance - 14 | CCD-18 | Storm Drainage Fund - 15 |
|---|---|---|---|---|---|---|
| Revenues | $15,264,252 | $8,850,248 | $845,309 | $5,041 | $1,727,183 | $1,373,658 |
| Revenue Budget | $14,781,950 | $9,279,898 | $821,000 | $2,000 | $1,676,000 | $1,482,000 |
| Expenses | $11,855,998 | $8,664,392 | $433,225 | $771,145 | $1,392,917 | $687,486 |
| Expense Budget | $14,907,475 | $9,222,880 | $549,268 | $908,000 | $1,620,000 | $3,700,986 |

## General Fund

**Revenues –** Year-to-date revenues represent 103% of budget collected, or $15,264,252. The increase is largely due to sales tax, ambulance fee, and permit fee increases this fiscal year. A budget amendment was approved at the September Council Meeting to adjust sales tax revenues and ambulance revenues to year-end estimates. The budget amendment will be reflected on the September report.

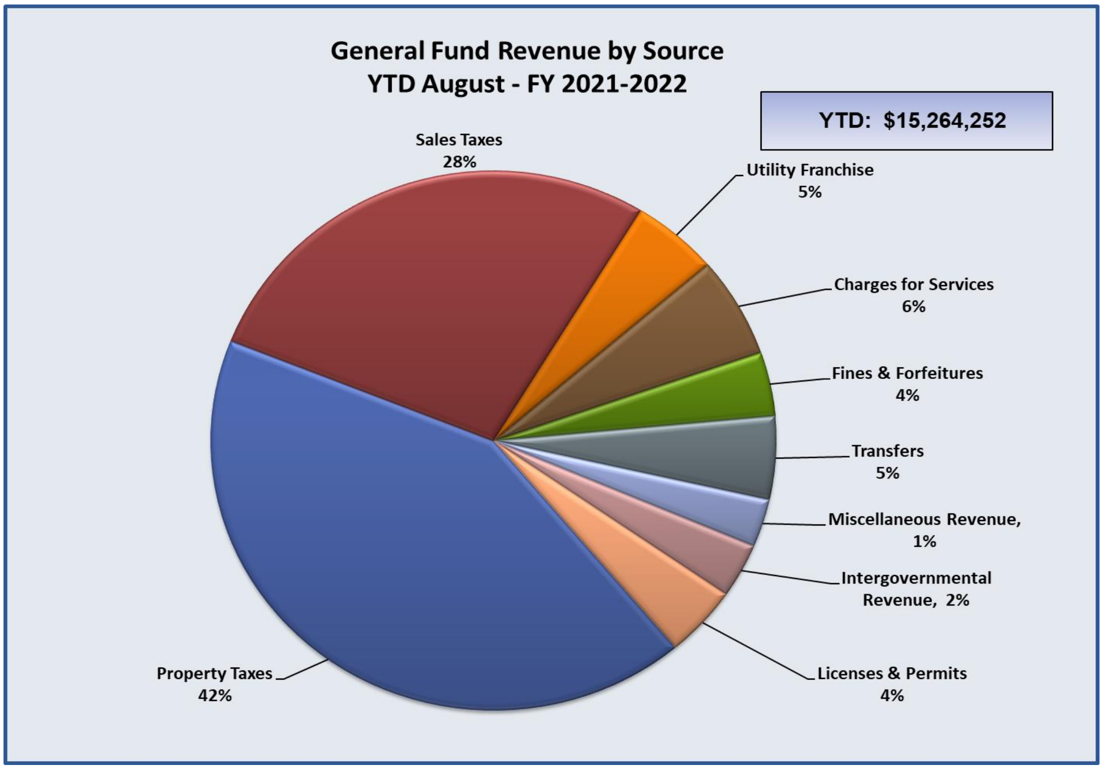
**Property Tax –** Through August 2022, the City has received 101% of budgeted property taxes. Property tax revenue is not anticipated in the remaining month of this fiscal year.

**Sales Tax –** Sales tax receipts for the General Fund are coming in over budget expectations and are estimated at 103% of budget through August 2022.

Sales tax receipts have increased 33.3% over last period year-to-date due to the increase of a quarter cent to the General Fund in October 2021 that was approved by voters in May 2021, and an increase in sales tax receipts for both local businesses and remote sales in the City.

**Utility Franchise Revenue -** The majority of franchise receipts are received on an annual or quarterly basis. The City has received $757,453 or 95% in budgeted franchise fee revenues through August 2022. Electric and gas franchise receipts that make up a large part of this revenue were received in March 2022.

**Licenses and Permits -** License and permit fees are at 114% of budget collected with YTD revenue received at $648,241. Revenues in this category are down $71,820 or 10% in comparison to the same period of prior year due to the 2020-21 building permits relating to the Whitley Road Elementary rebuild construction.




**Charges for Services -** Charges for Services revenues are at 118% of budget collected. Charges for services include recreation fees, ambulance services, garbage collection fees and animal adoption fees. This revenue category is up $166,531 or 22.2% in YTD comparison to the same period of prior year. This increase is attributable to ambulance fee revenues being up due to EMS running a second ambulance in the City. A budget amendment was approved by Council in September that will increase the ambulance revenue budget to projected forecast. This amendment will be reflected on the September report.

**Fines and Forfeitures -** Fines and Forfeitures are at 103% of budget which is $67,879 or 13.2% higher in comparison to the same period last year. In February 2022, a

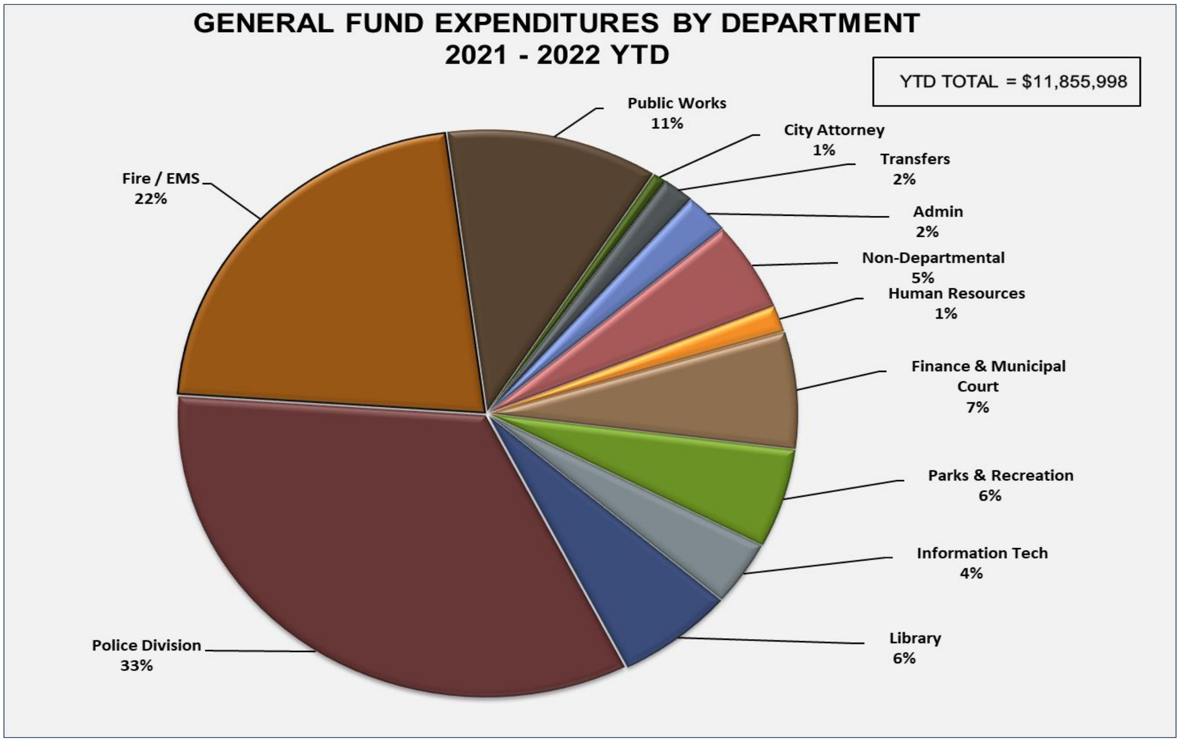
Warrant Resolution Campaign was executed, and Municipal Court resumed in person court.

**Miscellaneous Revenue** - Miscellaneous revenues include interest earnings, rental of recreational facilities, bingo, and other revenue. These receipts total $397,706 which is considerably over 100% of budgeted revenues. Revenues are up this year due to receipts from the City auction held in November, an increase in interest rates, an increase in convenience usage of electronic credit card transactions, and an increase in rental facilities this fiscal year.

**Intergovernmental Revenue and Transfers** - Intergovernmental Revenue include transfers from other funds for services the general fund provides and payments in lieu of taxes from the enterprise funds. Currently these revenues are on target with Intergovernmental at 99% of budget and Transfers at 96.6% of budget.

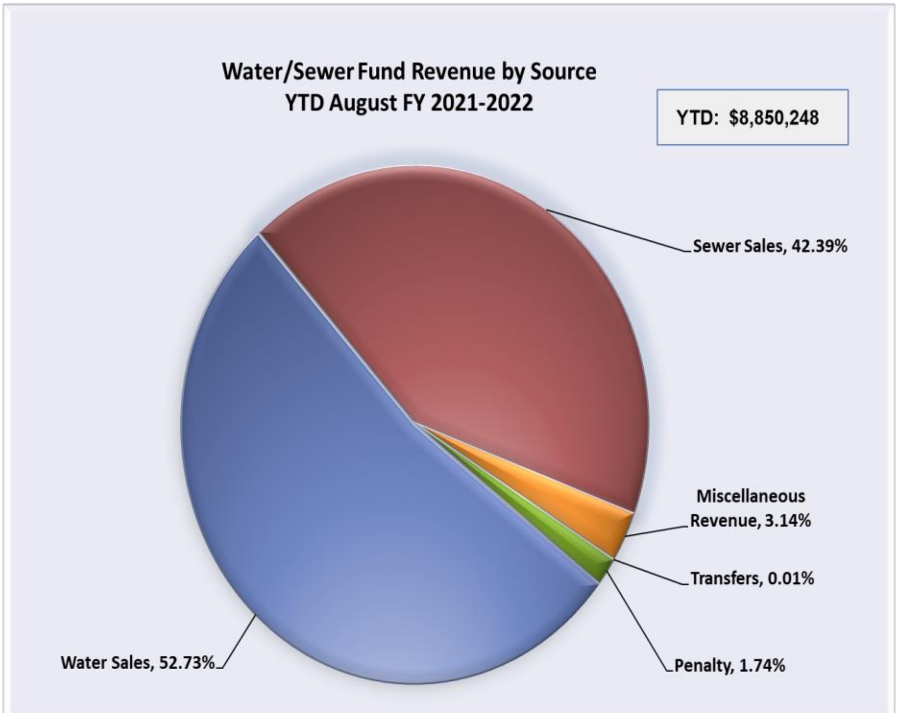
**Expenses** - General fund expenses are at 79.5% of budget expended and total $11,855,998. Expenditures are 9.9% higher in comparison to the prior year due to the movement of personnel from the Traffic Safety Fund to the General fund and the restoration of some positions. Many departmental expenditures are under budget expectations through August due to vacant positions throughout the budget year.

| | CURRENT BUDGET | 8/31/2022 YTD ACTUAL | % USED |
|---|---|---|---|
| Administration | 175,705 | 152,352 | 87% |
| Administration (CM) | 246,920 | 123,366 | 50% |
| Human Resources | 222,980 | 177,699 | 80% |
| Buildings | 834,540 | 633,301 | 76% |
| Finance | 552,420 | 474,540 | 86% |
| Court | 399,255 | 319,582 | 80% |
| Code Compliance/Inspection | 200,120 | 145,285 | 73% |
| Library | 946,500 | 732,171 | 77% |
| Parks | 623,170 | 449,257 | 72% |
| Recreation | 431,890 | 221,608 | 51% |
| Police | 4,629,780 | 3,975,702 | 86% |
| Fire / EMS | 3,138,330 | 2,591,378 | 83% |
| Public Works | 534,590 | 366,889 | 69% |
| Fleet Management | 224,070 | 171,865 | 77% |
| Non-Departmental | 733,615 | 605,160 | 82% |
| Management Info System | 548,590 | 436,921 | 80% |
| Planning & Development | - | - | 0% |
| City Attorney | 250,000 | 81,839 | 33% |
| Transfers to Other Funds | 215,000 | 197,084 | 92% |
| **TOTAL EXPENDITURES** | **$ 14,907,475** | **$ 11,855,998** | **80%** |



## Water and Sewer Fund

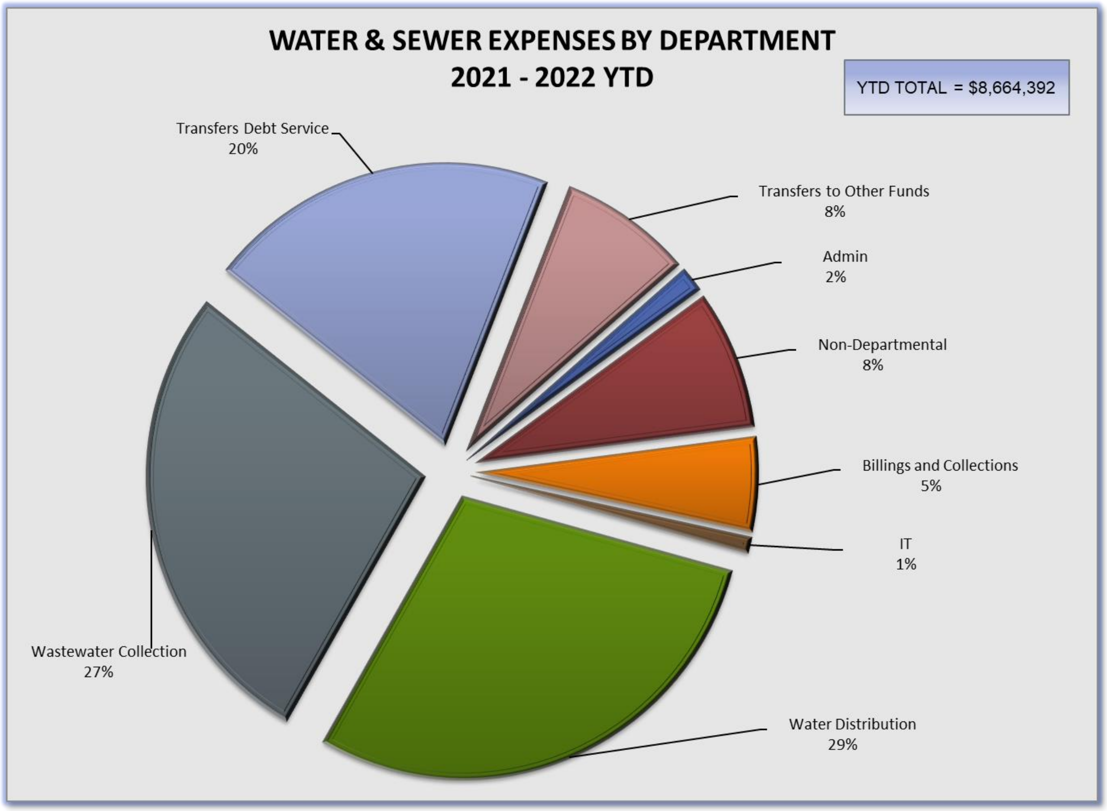
Water and sewer revenues are on target with budget and are currently at 95.4% of budgeted revenues through August 2022. Water consumption is up 11% from last year. Consumption varies due to seasonal fluctuations. Revenues for water are $554,895 or 13.5% higher than prior year through August 2022. Wastewater collection revenues are up $308,204, or 8.95% compared to prior year.




Revenues are up due to increased water consumption in comparison to the same period last year and the water and sewer rate increases that went into effect beginning October 1, 2021.

**Miscellaneous Sales -** Miscellaneous sales include penalty revenue, EPA revenue, service charges, returned check fees, and damaged/ tampering fees. This category of revenue is at 100% of budget collected.

**Expenses** – Year-to-date expenses in the Water/Sewer fund are currently at 93.3% of budget. Wastewater expenditures are up $479,312 or 25.34% from last year. Wastewater expenditures are higher due to rate increases put in place by the City of Ft. Worth effective October 1, 2021, and an increase in wastewater volume treated in comparison to prior year. In addition, the water expenditures have increased $395,369 or 18.64% over prior year due to an increase in consumption. Transfers to debt service are at 98.1% of budget due to scheduled payments made on February 1, 2022, and payments due August 1, 2022.




**Storm Drain Fund** – Revenues represent 92.7% of budget collected. Expenses are at 18.6% of budget in this fund through August 2022. Capital projects budgeted in FY2021-2022 include Whitley Road and other storm drain improvements.

**Special Revenue Funds**

- **Street Maintenance Fund** revenue collected is significantly over 100% of budget due to the increase in interest revenues. Street Maintenance Fund expenses are at 84.9% of budget. Projects are being funded using reserves. Various street projects from the 2020-2021 Tarrant County Overlay were completed in 2021-2022 and are reflected in this year's expenditures.

- **Crime Control and Prevention District** revenues collected are over 106% of budget and expenditures are at 86% of budget.

- **Economic Development Corporation Fund** has collected 103% of sales tax revenues and expenditures are at 78.9% of budget expended through August 2022.

**General Debt Service Fund -** Revenues represent 101% of budget collected. Expenses are at 99.9% of budget in this fund through August 2022. All debt service requirements for the fiscal year were met in August, 2022.

# *Fund Detail Report*

## AUGUST 2022

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2022
For the period ending: August 31, 2022 (4th FY Qtr.)

GENERAL FUND - 01

| REVENUE: | ORIGINAL BUDGET | 8/31/2022 YTD ACTUAL | % USED | % REMAINING | 8/31/2021 YTD ACTUAL | $ CHG 22 vs 21 | % CHG 22 vs 21 |
|---|---|---|---|---|---|---|---|
| TAXES | | | | | | | |
| AD VALOREM | 6,292,000 | 6,377,594 | 101.36% | -1.36% | 6,132,972 | 244,622 | 3.99% |
| Delinquent | 35,000 | 25,189 | 71.97% | 28.03% | 36,136 | (10,947) | -30.29% |
| Penalty & Interest | 37,500 | 30,605 | 81.61% | 18.39% | 32,736 | (2,131) | -6.51% |
| SALES TAX | 4,118,000 | 4,228,366 | 102.68% | -2.68% | 3,171,733 | 1,056,633 | 33.31% |
| UTILITY FRANCHISE | 797,000 | 757,453 | 95.04% | 4.96% | 725,293 | 32,160 | 4.43% |
| LICENSES & PERMITS | 569,000 | 648,241 | 113.93% | -13.93% | 720,062 | (71,820) | -9.97% |
| INTERGOVERNMENTAL REVENUE | 502,600 | 497,814 | 99.05% | 0.95% | 464,657 | 33,157 | 7.14% |
| CHARGES FOR SERVICES | 776,000 | 916,325 | 118.08% | -18.08% | 749,794 | 166,531 | 22.21% |
| FINES & FORFEITURES | 564,900 | 584,061 | 103.39% | -3.39% | 516,181 | 67,879 | 13.15% |
| MISCELLANEOUS INCOME | 301,650 | 437,222 | 144.94% | -44.94% | 297,436 | 139,786 | 47.00% |
| OPERATING TRANSFERS IN | 788,300 | 761,381 | 96.59% | 3.41% | 707,123 | 54,258 | 7.67% |
| **TOTAL REVENUE** | **$14,781,950** | **$15,264,252** | **103.26%** | **-3.26%** | **$13,554,124** | **$1,710,128** | **12.62%** |
| ADMINISTRATION | 422,625 | 275,718 | 65.24% | 34.76% | 410,982 | (135,264) | -32.91% |
| HUMAN RESOURCES | 222,980 | 177,699 | 79.69% | 20.31% | 155,143 | 22,557 | 14.54% |
| BUILDINGS - PW | 834,540 | 633,301 | 75.89% | 24.11% | 714,754 | (81,453) | -11.40% |
| FINANCE | 552,420 | 474,540 | 85.90% | 14.10% | 429,949 | 44,591 | 10.37% |
| MUNICIPAL COURT - FIN | 399,255 | 319,582 | 80.04% | 19.96% | 350,385 | (30,803) | -8.79% |
| DEVELOPMENTAL SERVICES - PW | 200,120 | 145,285 | 72.60% | 27.40% | 277,929 | (132,644) | -47.73% |
| LIBRARY | 946,500 | 732,171 | 77.36% | 22.64% | 713,689 | 18,481 | 2.59% |
| PARKS AND RECREATION | 1,055,060 | 670,866 | 63.59% | 36.41% | 573,889 | 96,976 | 16.90% |
| POLICE | 4,629,780 | 3,975,702 | 85.87% | 14.13% | 3,452,667 | 523,035 | 15.15% |
| FIRE/EMS | 3,138,330 | 2,591,378 | 82.57% | 17.43% | 1,968,837 | 622,541 | 31.62% |
| PUBLIC WORKS - STREETS | 534,590 | 366,889 | 68.63% | 31.37% | 292,594 | 74,295 | 25.39% |
| FLEET MANAGEMENT - PW | 224,070 | 171,865 | 76.70% | 23.30% | 163,639 | 8,226 | 5.03% |
| NON-DEPARTMENTAL | 733,615 | 605,160 | 82.49% | 17.51% | 854,591 | (249,431) | -29.19% |
| INFORMATION TECHNOLOGY | 548,590 | 436,921 | 79.64% | 20.36% | 336,744 | 100,177 | 29.75% |
| ECONOMIC DEVELOPMENT | - | - | 0.00% | 0.00% | - | - | 0.00% |
| CITY ATTORNEY | 250,000 | 81,839 | 32.74% | 67.26% | - | 81,839 | 0.00% |
| TRANSFERS TO OTHER FUNDS | 215,000 | 197,084 | 91.67% | 8.33% | 91,667 | 105,417 | 115.00% |
| **TOTAL EXPENDITURES** | **$14,907,475** | **$11,855,998** | **79.53%** | **20.47%** | **$10,787,458** | **$1,068,540** | **9.91%** |
| **EXCESS REVENUE OVER (UNDER) EXPENDITURES** | **($125,525)** | **$3,408,254** | | | **$2,766,666** | **$641,588** | |

**CITY OF WATAUGA**
**BUDGET TO ACTUAL COMPARISON**
**FISCAL YEAR 2022**
**For the period ending: August 31, 2022 (4th FY Qtr.)**

**DEBT SERVICE FUND - 03**

| REVENUE: | CURRENT BUDGET | 8/31/2022 YTD ACTUAL | % USED | % REMAINING | 8/31/2021 YTD ACTUAL | $ CHG 22 vs 21 | % CHG 22 vs 21 |
|---|---|---|---|---|---|---|---|
| TAXES | | | | | | | |
| AD VALOREM | 2,946,000 | 2,984,056 | 101.29% | -1.29% | 2,750,574 | $233,481 | 8.49% |
| Delinquent | 11,000 | 11,316 | 102.87% | -2.87% | 15,546 | ($4,231) | -27.21% |
| Penalty & Interest | 10,000 | 12,720 | 127.20% | -27.20% | 13,221 | ($501) | -3.79% |
| INTEREST EARNINGS | 1,000 | 4,028 | 402.81% | -302.81% | 1,182 | $2,846 | 240.82% |
| OTHER FINANCING SOURCES | - | 0 | - | - | 575,000 | ($575,000) | - |
| OPERATING TRANSFERS IN | 147,078 | 134,821 | 91.67% | 8.33% | 144,378 | ($9,557) | -6.62% |
| **TOTAL REVENUE** | **$3,115,078** | **$3,146,940** | **101.02%** | **-1.02%** | **$3,499,901** | **($352,961)** | **-10.08%** |
| Contractual & Sundry | 3,143,658 | 3,140,653 | 99.90% | 0.10% | 3,546,154 | ($405,501) | -11.43% |
| **TOTAL EXPENDITURES** | **$3,143,658** | **$3,140,653** | **99.90%** | **0.10%** | **3,546,154** | **($405,501)** | **-11.43%** |
| **EXCESS REVENUE OVER (UNDER) EXPENDITURES** | **($28,580)** | **$6,287** | | | **($46,252)** | **$52,540** | |

**CITY OF WATAUGA**
**BUDGET TO ACTUAL COMPARISON**
**FISCAL YEAR 2022**
**For the period ending: August 31, 2022 (4th FY Qtr.)**

**WATER & SEWER - 40**

| REVENUE: | CURRENT BUDGET | 8/31/2022 YTD ACTUAL | % USED | % REMAINING | 8/31/2021 YTD ACTUAL | $ CHG 22 vs 21 | % CHG 22 vs 21 |
|---|---|---|---|---|---|---|---|
| WATER SALES | 4,864,898 | 4,666,497 | 95.92% | 4.08% | 4,111,602 | 554,895 | 13.50% |
| SEWER SALES | 3,975,000 | 3,751,800 | 94.38% | 5.62% | 3,443,597 | 308,204 | 8.95% |
| MISCELLANEOUS | 260,000 | 260,055 | 100.02% | -0.02% | 265,216 | (5,161) | -1.95% |
| PENALTY | 175,000 | 153,611 | 87.78% | 12.22% | 131,041 | 22,570 | 17.22% |
| INTEREST | 5,000 | 15,100 | 301.99% | -201.99% | 4,261 | 10,839 | 254.37% |
| TRANSFERS | - | 611 | 0.00% | 0.00% | 10,701 | (10,090) | -94.29% |
| TAP FEES | - | 2,575 | - | - | 3,600 | (1,025) | -28.47% |
| SALE OF ASSETS | - | - | - | - | - | - | - |
| **TOTAL REVENUE** | **$9,279,898** | **$8,850,248** | **95.37%** | **4.63%** | **$7,970,017** | **$880,231** | **11.04%** |
| ADMINISTRATIVE | 157,800 | 123,575 | 78.31% | 21.69% | 133,668 | (10,093) | -7.55% |
| NON-DEPARTMENTAL | 702,180 | 688,002 | 97.98% | 2.02% | 636,201 | 51,801 | 8.14% |
| BILLING & COLLECTIONS | 535,160 | 465,776 | 87.03% | 12.97% | 436,262 | 29,514 | 6.77% |
| MGT. INFO SYSTEMS | 106,190 | 76,798 | 72.32% | 27.68% | 82,797 | (5,998) | -7.24% |
| WATER DISTRIBUTION | 2,812,415 | 2,516,800 | 89.49% | 10.51% | 2,121,431 | 395,369 | 18.64% |
| WASTEWATER COLLECTION | 2,439,135 | 2,370,471 | 97.18% | 2.82% | 1,891,159 | 479,312 | 25.34% |
| TRANSFERS | 2,470,000 | 2,422,970 | 98.10% | 1.90% | 2,120,588 | 302,381 | 14.26% |
| **TOTAL EXPENDITURES** | **9,222,880** | **8,664,392** | **93.94%** | **6.06%** | **7,422,107** | **$1,242,285** | **16.74%** |
| **EXCESS REVENUE OVER (UNDER) EXPENDITURES** | **$57,018** | **$185,857** | | | **$547,911** | **($362,054)** | |

**CITY OF WATAUGA**
**BUDGET TO ACTUAL COMPARISON**
**FISCAL YEAR 2022**
**For the period ending: August 31, 2022 (4th FY Qtr.)**

**STORM DRAIN FUND - 15**

| REVENUE: | CURRENT BUDGET | 8/31/2022 YTD ACTUAL | % USED | % REMAINING | 8/31/2021 YTD ACTUAL | $ CHG 22 vs 21 | % CHG 22 vs 21 |
|---|---|---|---|---|---|---|---|
| USERS FEE | 1,480,000 | 1,356,275 | 91.64% | 8.36% | 1,352,611 | 3,664 | 0.27% |
| OTHER REVENUE | - | - | - | - | - | - | - |
| INTEREST INCOME | 2,000 | 17,384 | 869.18% | -769.18% | 7,050 | 10,333 | 146.56% |
| **TOTAL REVENUE** | **$1,482,000** | **$1,373,658** | **92.69%** | **7.31%** | **$1,359,662** | **$13,997** | **1.03%** |
| | | | | | | | |
| PERSONNEL | 444,300 | 299,554 | 67.42% | 32.58% | $354,303 | (54,749) | -15.45% |
| SUPPLIES | 30,200 | 15,236 | 50.45% | 49.55% | $14,413 | 823 | 5.71% |
| MAINTENANCE | 36,500 | 8,310 | 22.77% | 77.23% | $7,910 | 399 | 5.05% |
| CONTRACTUAL & SUNDRY | 179,375 | 132,023 | 73.60% | 26.40% | $115,338 | 16,685 | 14.47% |
| CAPITAL | 2,937,111 | 164,548 | 5.60% | 94.40% | $810,564 | (646,015) | -79.70% |
| TRANSFERS TO OTHER FUNDS | 73,500 | 67,814 | 92.26% | 7.74% | $67,630 | 184 | 0.27% |
| **TOTAL EXPENDITURES** | **$3,700,986** | **$687,486** | **18.58%** | **81.42%** | **$1,370,158** | **($682,673)** | **-49.82%** |
| | | | | | | | |
| **EXCESS REVENUE OVER (UNDER) EXPENDITURES** | **($2,218,986)** | **$686,173** | | | **($10,496)** | **$696,669** | |

**CITY OF WATAUGA**
**BUDGET TO ACTUAL COMPARISON**
**FISCAL YEAR 2022**
**For the period ending: August 31, 2022 (4th FY Qtr.)**

**CRIME CONTROL DISTRICT - 18**

| REVENUE: | ORIGINAL BUDGET | 8/31/2022 YTD ACTUAL | % USED | % REMAINING | 8/31/2021 YTD ACTUAL | $ CHG 22 vs 21 | % CHG 22 vs 21 |
|---|---|---|---|---|---|---|---|
| SALES TAX | 1,610,000 | 1,656,165 | 102.87% | -2.87% | 1,537,095 | 119,069 | 7.75% |
| INTEREST EARNING/OTHER | 66,000 | 71,018 | 107.60% | -7.60% | 49,735 | 21,283 | 42.79% |
| TRANSFERS | - | - | - | - | - | - | - |
| **TOTAL REVENUE** | **$1,676,000** | **$1,727,183** | **103.05%** | **-3.05%** | **$1,586,831** | **$140,352** | **8.84%** |
| | | | | | | | |
| PERSONNEL SERVICES | 1,029,000 | 916,587 | 89.08% | 10.92% | $868,018 | 48,569 | 5.60% |
| SUPPLIES | 143,500 | 140,438 | 97.87% | 2.13% | $99,604 | 40,834 | 41.00% |
| MAINTENANCE | 225,500 | 142,433 | 63.16% | 36.84% | $220,075 | (77,642) | -35.28% |
| CONTRACTUAL & SUNDRY | 192,000 | 163,458 | 85.13% | 14.87% | $115,054 | 48,405 | 42.07% |
| TRANSFERS | 30,000 | 30,000 | 100.00% | 0.00% | $30,000 | 0 | 0.00% |
| CAPITAL OUTLAY | - | - | 0.00% | 0.00% | $8,026 | (8,026) | -100.00% |
| **TOTAL EXPENDITURES** | **1,620,000** | **1,392,917** | **85.98%** | **14.02%** | **$1,340,776** | **$52,141** | **3.89%** |
| | | | | | | | |
| **EXCESS REVENUE OVER (UNDER) EXPENDITURES** | **$56,000** | **$334,265** | | | **$246,054** | **$88,211** | |

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2022
For the period ending August 31, 2022 (4th FY Qtr.)

**STREET MAINTENANCE FUND - 14**

| REVENUE: | ORIGINAL BUDGET | 8/31/2022 YTD ACTUAL | % USED | % REMAINING | 8/31/2021 YTD ACTUAL | $ CHG 22 vs 21 | % CHG 22 vs 21 |
|---|---|---|---|---|---|---|---|
| SALES TAX | - | - | 0.00% | 100.00% | 220,958 | (220,958) | -100.00% |
| INTEREST EARNINGS | 2,000 | 5,041 | 252.06% | -152.06% | 1,908 | 3,134 | 164.27% |
| INTEREST/ESCROW | - | - | - | - | - | - | - |
| CONTRIBUTIONS/OTHER | - | - | - | - | - | - | - |
| TOTAL REVENUE | $2,000 | $5,041 | 252.06% | -52.06% | 222,865 | ($217,824) | -97.74% |
| MAINTENANCE | 100,000 | 60,746 | 60.75% | 39.25% | 11,791 | 48,956 | 415.20% |
| CONTRACTUAL & SUNDRY | 8,000 | 5,780 | 72.25% | 27.75% | 1,365 | 4,415 | 323.44% |
| CAPITAL OUTLAY | 800,000 | 704,619 | 88.08% | 11.92% | 188,271 | - | 0.00% |
| TOTAL EXPENDITURES | $908,000 | $771,145 | 84.93% | 15.07% | $201,426 | $569,719 | 282.84% |
| EXCESS REVENUE OVER (UNDER) EXPENDITURES | ($906,000) | ($766,104) | | | $21,439 | ($787,543) | |

**CITY OF WATAUGA**
**BUDGET TO ACTUAL COMPARISON**
**FISCAL YEAR 2022**
**For the period ending: August 31, 2022 (4th FY Qtr.)**

**WATAUGA ECONOMIC DEVELOPMENT CORP - 04**

| REVENUE: | CURRENT BUDGET | 8/31/2022 YTD ACTUAL | % USED | % REMAINING | 8/31/2021 YTD ACTUAL | $ CHG 22 vs 21 | % CHG 22 vs 21 |
|---|---|---|---|---|---|---|---|
| SALES TAX | 814,000 | 836,867 | 102.81% | -2.81% | 782,521 | 54,346 | 6.95% |
| INTEREST EARNINGS | 2,000 | 8,317 | 415.87% | -315.87% | 1,129 | 7,188 | 636.71% |
| INTEREST/ESCROW | - | - | - | - | - | - | - |
| CONTRIBUTIONS/OTHER | 5,000 | 125 | - | - | - | 125.00 | - |
| **TOTAL REVENUE** | **$821,000** | **$845,309** | **102.96%** | **-2.96%** | **$783,650** | **$61,660** | **7.87%** |
| | | | | | | | |
| PERSONNEL SERVICES | - | - | 0.00% | 0.00% | - | - | 0.00% |
| NON-DEPARTMENTAL | - | - | 0.00% | 0.00% | - | - | 0.00% |
| SUPPLIES | 1,100 | (13) | -1.14% | 101.14% | 967 | (980) | -101.29% |
| MAINTENANCE | 900 | - | 0.00% | 0.00% | - | - | 0.00% |
| CONTRACTUAL & SUNDRY | 141,690 | 64,850 | 45.77% | 54.23% | 75,916 | (11,066) | -14.58% |
| TRANSFERS | 401,878 | 368,388 | 91.67% | 8.33% | 356,844 | 11,544 | 3.24% |
| CAPITAL OUTLAY | 3,700 | - | 0.00% | 100.00% | - | - | 0.00% |
| **TOTAL EXPENDITURES** | **$549,268** | **$433,225** | **78.87%** | **21.13%** | **$433,727** | **($502)** | **-0.12%** |
| | | | | | | | |
| **EXCESS REVENUE OVER (UNDER) EXPENDITURES** | **$271,733** | **$412,084** | | | **$349,923** | **$62,161** | |

# *DEPARTMENTAL CONSOLIDATED REPORT*

## AUGUST 2022

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2022
For the period ending: August 31, 2022 (4th FY Qtr.)

GENERAL FUND - 01

| REVENUE: | ORIGINAL BUDGET | 8/31/2022 YTD ACTUAL | % USED | % REMAINING | 8/31/2021 YTD ACTUAL | $ CHG 22 vs 21 | % CHG 22 vs 21 |
|---|---|---|---|---|---|---|---|
| **TAXES** | | | | | | | |
| **AD VALOREM** | 6,292,000 | 6,377,594 | 101.36% | -1.36% | 6,132,972 | 244,622 | 3.99% |
| **Delinquent** | 35,000 | 25,189 | 71.97% | 28.03% | 36,136 | (10,947) | -30.29% |
| **Penalty & Interest** | 37,500 | 30,605 | 81.61% | 18.39% | 32,736 | (2,131) | -6.51% |
| **SALES TAX** | 4,118,000 | 4,228,366 | 102.68% | -2.68% | 3,171,733 | 1,056,633 | 33.31% |
| **UTILITY FRANCHISE** | 797,000 | 757,453 | 95.04% | 4.96% | 725,293 | 32,160 | 4.43% |
| **LICENSES & PERMITS** | 569,000 | 648,241 | 113.93% | -13.93% | 720,062 | (71,820) | -9.97% |
| **INTERGOVERNMENTAL REVENUE** | 502,600 | 497,814 | 99.05% | 0.95% | 464,657 | 33,157 | 7.14% |
| **CHARGES FOR SERVICES** | 776,000 | 916,325 | 118.08% | -18.08% | 749,794 | 166,531 | 22.21% |
| **FINES & FORFEITURES** | 564,900 | 584,061 | 103.39% | -3.39% | 516,181 | 67,879 | 13.15% |
| **MISCELLANEOUS INCOME** | 301,650 | 437,222 | 144.94% | -44.94% | 297,436 | 139,786 | 47.00% |
| **OPERATING TRANSFERS IN** | 788,300 | 761,381 | 96.59% | 3.41% | 707,123 | 54,258 | 7.67% |
| **TOTAL REVENUE** | **$14,781,950** | **$15,264,252** | **103.26%** | **-3.26%** | **$13,554,124** | **$1,710,128** | **12.62%** |
| **ADMINISTRATION** | 422,625 | 275,718 | 65.24% | 34.76% | 410,982 | (135,264) | -32.91% |
| **HUMAN RESOURCES** | 222,980 | 177,699 | 79.69% | 20.31% | 155,143 | 22,557 | 14.54% |
| **BUILDINGS - PW** | 834,540 | 633,301 | 75.89% | 24.11% | 714,754 | (81,453) | -11.40% |
| **FINANCE** | 552,420 | 474,540 | 85.90% | 14.10% | 429,949 | 44,591 | 10.37% |
| **MUNICIPAL COURT - FIN** | 399,255 | 319,582 | 80.04% | 19.96% | 350,385 | (30,803) | -8.79% |
| **DEVELOPMENTAL SERVICES - PW** | 200,120 | 145,285 | 72.60% | 27.40% | 277,929 | (132,644) | -47.73% |
| **LIBRARY** | 946,500 | 732,171 | 77.36% | 22.64% | 713,689 | 18,481 | 2.59% |
| **PARKS AND RECREATION** | 1,055,060 | 670,866 | 63.59% | 36.41% | 573,889 | 96,976 | 16.90% |
| **POLICE** | 4,629,780 | 3,975,702 | 85.87% | 14.13% | 3,452,667 | 523,035 | 15.15% |
| **FIRE/EMS** | 3,138,330 | 2,591,378 | 82.57% | 17.43% | 1,968,837 | 622,541 | 31.62% |
| **PUBLIC WORKS - STREETS** | 534,590 | 366,889 | 68.63% | 31.37% | 292,594 | 74,295 | 25.39% |
| **FLEET MANAGEMENT - PW** | 224,070 | 171,865 | 76.70% | 23.30% | 163,639 | 8,226 | 5.03% |
| **NON-DEPARTMENTAL** | 733,615 | 605,160 | 82.49% | 17.51% | 854,591 | (249,431) | -29.19% |
| **INFORMATION TECHNOLOGY** | 548,590 | 436,921 | 79.64% | 20.36% | 336,744 | 100,177 | 29.75% |
| **ECONOMIC DEVELOPMENT** | - | - | 0.00% | 0.00% | - | - | 0.00% |
| **CITY ATTORNEY** | 250,000 | 81,839 | 32.74% | 67.26% | - | 81,839 | 0.00% |
| **TRANSFERS TO OTHER FUNDS** | 215,000 | 197,084 | 91.67% | 8.33% | 91,667 | 105,417 | 115.00% |
| **TOTAL EXPENDITURES** | **$14,907,475** | **$11,855,998** | **79.53%** | **20.47%** | **$10,787,458** | **$1,068,540** | **9.91%** |
| **EXCESS REVENUE OVER (UNDER) EXPENDITURES** | **($125,525)** | **$3,408,254** | | | **$2,766,666** | **$641,588** | |

**CITY OF WATAUGA**
**BUDGET TO ACTUAL COMPARISON**
**FISCAL YEAR 2022**
**For the period ending: August 31, 2022 (4th FY Qtr.)**

**DEBT SERVICE FUND - 03**

| REVENUE: | CURRENT BUDGET | 8/31/2022 YTD ACTUAL | % USED | % REMAINING | 8/31/2021 YTD ACTUAL | $ CHG 22 vs 21 | % CHG 22 vs 21 |
|---|---|---|---|---|---|---|---|
| TAXES | | | | | | | |
| AD VALOREM | 2,946,000 | 2,984,056 | 101.29% | -1.29% | 2,750,574 | $233,481 | 8.49% |
| Delinquent | 11,000 | 11,316 | 102.87% | -2.87% | 15,546 | ($4,231) | -27.21% |
| Penalty & Interest | 10,000 | 12,720 | 127.20% | -27.20% | 13,221 | ($501) | -3.79% |
| INTEREST EARNINGS | 1,000 | 4,028 | 402.81% | -302.81% | 1,182 | $2,846 | 240.82% |
| OTHER FINANCING SOURCES | - | 0 | - | - | 575,000 | ($575,000) | - |
| OPERATING TRANSFERS IN | 147,078 | 134,821 | 91.67% | 8.33% | 144,378 | ($9,557) | -6.62% |
| **TOTAL REVENUE** | **$3,115,078** | **$3,146,940** | **101.02%** | **-1.02%** | **$3,499,901** | **($352,961)** | **-10.08%** |
| Contractual & Sundry | 3,143,658 | 3,140,653 | 99.90% | 0.10% | 3,546,154 | ($405,501) | -11.43% |
| **TOTAL EXPENDITURES** | **$3,143,658** | **$3,140,653** | **99.90%** | **0.10%** | **3,546,154** | **($405,501)** | **-11.43%** |
| **EXCESS REVENUE OVER (UNDER) EXPENDITURES** | **($28,580)** | **$6,287** | | | **($46,252)** | **$52,540** | |

**CITY OF WATAUGA**
**BUDGET TO ACTUAL COMPARISON**
**FISCAL YEAR 2022**
**For the period ending: August 31, 2022 (4th FY Qtr.)**

**WATER & SEWER - 40**

| REVENUE: | CURRENT BUDGET | 8/31/2022 YTD ACTUAL | % USED | % REMAINING | 8/31/2021 YTD ACTUAL | $ CHG 22 vs 21 | % CHG 22 vs 21 |
|---|---|---|---|---|---|---|---|
| WATER SALES | 4,864,898 | 4,666,497 | 95.92% | 4.08% | 4,111,602 | 554,895 | 13.50% |
| SEWER SALES | 3,975,000 | 3,751,800 | 94.38% | 5.62% | 3,443,597 | 308,204 | 8.95% |
| MISCELLANEOUS | 260,000 | 260,055 | 100.02% | -0.02% | 265,216 | (5,161) | -1.95% |
| PENALTY | 175,000 | 153,611 | 87.78% | 12.22% | 131,041 | 22,570 | 17.22% |
| INTEREST | 5,000 | 15,100 | 301.99% | -201.99% | 4,261 | 10,839 | 254.37% |
| TRANSFERS | - | 611 | 0.00% | 0.00% | 10,701 | (10,090) | -94.29% |
| TAP FEES | - | 2,575 | - | - | 3,600 | (1,025) | -28.47% |
| SALE OF ASSETS | - | - | - | - | - | - | - |
| **TOTAL REVENUE** | **$9,279,898** | **$8,850,248** | **95.37%** | **4.63%** | **$7,970,017** | **$880,231** | **11.04%** |
| ADMINISTRATIVE | 157,800 | 123,575 | 78.31% | 21.69% | 133,668 | (10,093) | -7.55% |
| NON-DEPARTMENTAL | 702,180 | 688,002 | 97.98% | 2.02% | 636,201 | 51,801 | 8.14% |
| BILLING & COLLECTIONS | 535,160 | 465,776 | 87.03% | 12.97% | 436,262 | 29,514 | 6.77% |
| MGT. INFO SYSTEMS | 106,190 | 76,798 | 72.32% | 27.68% | 82,797 | (5,998) | -7.24% |
| WATER DISTRIBUTION | 2,812,415 | 2,516,800 | 89.49% | 10.51% | 2,121,431 | 395,369 | 18.64% |
| WASTEWATER COLLECTION | 2,439,135 | 2,370,471 | 97.18% | 2.82% | 1,891,159 | 479,312 | 25.34% |
| TRANSFERS | 2,470,000 | 2,422,970 | 98.10% | 1.90% | 2,120,588 | 302,381 | 14.26% |
| **TOTAL EXPENDITURES** | **9,222,880** | **8,664,392** | **93.94%** | **6.06%** | **7,422,107** | **$1,242,285** | **16.74%** |
| **EXCESS REVENUE OVER (UNDER) EXPENDITURES** | **$57,018** | **$185,857** | | | **$547,911** | **($362,054)** | |

**CITY OF WATAUGA**
**BUDGET TO ACTUAL COMPARISON**
**FISCAL YEAR 2022**
**For the period ending: August 31, 2022 (4th FY Qtr.)**

**STORM DRAIN FUND - 15**

| REVENUE: | CURRENT BUDGET | 8/31/2022 YTD ACTUAL | % USED | % REMAINING | 8/31/2021 YTD ACTUAL | $ CHG 22 vs 21 | % CHG 22 vs 21 |
|---|---|---|---|---|---|---|---|
| USERS FEE | 1,480,000 | 1,356,275 | 91.64% | 8.36% | 1,352,611 | 3,664 | 0.27% |
| OTHER REVENUE | - | - | - | - | - | - | - |
| INTEREST INCOME | 2,000 | 17,384 | 869.18% | -769.18% | 7,050 | 10,333 | 146.56% |
| **TOTAL REVENUE** | **$1,482,000** | **$1,373,658** | **92.69%** | **7.31%** | **$1,359,662** | **$13,997** | **1.03%** |
| PERSONNEL | 444,300 | 299,554 | 67.42% | 32.58% | $354,303 | (54,749) | -15.45% |
| SUPPLIES | 30,200 | 15,236 | 50.45% | 49.55% | $14,413 | 823 | 5.71% |
| MAINTENANCE | 36,500 | 8,310 | 22.77% | 77.23% | $7,910 | 399 | 5.05% |
| CONTRACTUAL & SUNDRY | 179,375 | 132,023 | 73.60% | 26.40% | $115,338 | 16,685 | 14.47% |
| CAPITAL | 2,937,111 | 164,548 | 5.60% | 94.40% | $810,564 | (646,015) | -79.70% |
| TRANSFERS TO OTHER FUNDS | 73,500 | 67,814 | 92.26% | 7.74% | $67,630 | 184 | 0.27% |
| **TOTAL EXPENDITURES** | **$3,700,986** | **$687,486** | **18.58%** | **81.42%** | **$1,370,158** | **($682,673)** | **-49.82%** |
| **EXCESS REVENUE OVER (UNDER) EXPENDITURES** | **($2,218,986)** | **$686,173** | | | **($10,496)** | **$696,669** | |

**CITY OF WATAUGA**
**BUDGET TO ACTUAL COMPARISON**
**FISCAL YEAR 2022**
**For the period ending: August 31, 2022 (4th FY Qtr.)**

**CRIME CONTROL DISTRICT - 18**

| REVENUE: | ORIGINAL BUDGET | 8/31/2022 YTD ACTUAL | % USED | % REMAINING | 8/31/2021 YTD ACTUAL | $ CHG 22 vs 21 | % CHG 22 vs 21 |
|---|---|---|---|---|---|---|---|
| SALES TAX | 1,610,000 | 1,656,165 | 102.87% | -2.87% | 1,537,095 | 119,069 | 7.75% |
| INTEREST EARNING/OTHER | 66,000 | 71,018 | 107.60% | -7.60% | 49,735 | 21,283 | 42.79% |
| TRANSFERS | - | - | - | - | - | - | - |
| **TOTAL REVENUE** | **$1,676,000** | **$1,727,183** | **103.05%** | **-3.05%** | **$1,586,831** | **$140,352** | **8.84%** |
| PERSONNEL SERVICES | 1,029,000 | 916,587 | 89.08% | 10.92% | $868,018 | 48,569 | 5.60% |
| SUPPLIES | 143,500 | 140,438 | 97.87% | 2.13% | $99,604 | 40,834 | 41.00% |
| MAINTENANCE | 225,500 | 142,433 | 63.16% | 36.84% | $220,075 | (77,642) | -35.28% |
| CONTRACTUAL & SUNDRY | 192,000 | 163,458 | 85.13% | 14.87% | $115,054 | 48,405 | 42.07% |
| TRANSFERS | 30,000 | 30,000 | 100.00% | 0.00% | $30,000 | 0 | 0.00% |
| CAPITAL OUTLAY | - | - | 0.00% | 0.00% | $8,026 | (8,026) | -100.00% |
| **TOTAL EXPENDITURES** | **1,620,000** | **1,392,917** | **85.98%** | **14.02%** | **$1,340,776** | **$52,141** | **3.89%** |
| **EXCESS REVENUE OVER (UNDER) EXPENDITURES** | **$56,000** | **$334,265** | | | **$246,054** | **$88,211** | |

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2022
For the period ending August 31, 2022 (4th FY Qtr.)

**STREET MAINTENANCE FUND - 14**

| REVENUE: | ORIGINAL BUDGET | 8/31/2022 YTD ACTUAL | % USED | % REMAINING | 8/31/2021 YTD ACTUAL | $ CHG 22 vs 21 | % CHG 22 vs 21 |
|---|---|---|---|---|---|---|---|
| SALES TAX | - | - | 0.00% | 100.00% | 220,958 | (220,958) | -100.00% |
| INTEREST EARNINGS | 2,000 | 5,041 | 252.06% | -152.06% | 1,908 | 3,134 | 164.27% |
| INTEREST/ESCROW | - | - | - | - | - | - | - |
| CONTRIBUTIONS/OTHER | - | - | - | - | - | - | - |
| **TOTAL REVENUE** | **$2,000** | **$5,041** | **252.06%** | **-52.06%** | **222,865** | **($217,824)** | **-97.74%** |
| MAINTENANCE | 100,000 | 60,746 | 60.75% | 39.25% | 11,791 | 48,956 | 415.20% |
| CONTRACTUAL & SUNDRY | 8,000 | 5,780 | 72.25% | 27.75% | 1,365 | 4,415 | 323.44% |
| CAPITAL OUTLAY | 800,000 | 704,619 | 88.08% | 11.92% | 188,271 | - | 0.00% |
| **TOTAL EXPENDITURES** | **$908,000** | **$771,145** | **84.93%** | **15.07%** | **$201,426** | **$569,719** | **282.84%** |
| **EXCESS REVENUE OVER (UNDER) EXPENDITURES** | **($906,000)** | **($766,104)** | | | **$21,439** | **($787,543)** | |

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2022
For the period ending: August 31, 2022 (4th FY Qtr.)

**WATAUGA ECONOMIC DEVELOPMENT CORP - 04**

| REVENUE: | CURRENT BUDGET | 8/31/2022 YTD ACTUAL | % USED | % REMAINING | 8/31/2021 YTD ACTUAL | $ CHG 22 vs 21 | % CHG 22 vs 21 |
|---|---|---|---|---|---|---|---|
| SALES TAX | 814,000 | 836,867 | 102.81% | -2.81% | 782,521 | 54,346 | 6.95% |
| INTEREST EARNINGS | 2,000 | 8,317 | 415.87% | -315.87% | 1,129 | 7,188 | 636.71% |
| INTEREST/ESCROW | - | - | - | - | - | - | - |
| CONTRIBUTIONS/OTHER | 5,000 | 125 | - | - | - | 125.00 | - |
| **TOTAL REVENUE** | **$821,000** | **$845,309** | **102.96%** | **-2.96%** | **$783,650** | **$61,660** | **7.87%** |
| PERSONNEL SERVICES | - | - | 0.00% | 0.00% | - | - | 0.00% |
| NON-DEPARTMENTAL | - | - | 0.00% | 0.00% | - | - | 0.00% |
| SUPPLIES | 1,100 | (13) | -1.14% | 101.14% | 967 | (980) | -101.29% |
| MAINTENANCE | 900 | - | 0.00% | 0.00% | - | - | 0.00% |
| CONTRACTUAL & SUNDRY | 141,690 | 64,850 | 45.77% | 54.23% | 75,916 | (11,066) | -14.58% |
| TRANSFERS | 401,878 | 368,388 | 91.67% | 8.33% | 356,844 | 11,544 | 3.24% |
| CAPITAL OUTLAY | 3,700 | - | 0.00% | 100.00% | - | - | 0.00% |
| **TOTAL EXPENDITURES** | **$549,268** | **$433,225** | **78.87%** | **21.13%** | **$433,727** | **($502)** | **-0.12%** |
| **EXCESS REVENUE OVER (UNDER) EXPENDITURES** | **$271,733** | **$412,084** | | | **$349,923** | **$62,161** | |

WATAUGA
TEXAS
"A GREAT PLACE TO LIVE"

# AGENDA MEMORANDUM

**DATE:** September 20, 2022

**TO:** Honorable City Council Members

**FROM:** Ben Davis, Grant & Recognition Program Manager

**THROUGH:** Joshua Jones, City Manager

**SUBJECT:** Consideration and action to approve a resolution to submit the grant application (#4590701) to equip Watauga Police Department Officers with bullet-resistant shields.

---

## BACKGROUND/INFORMATION:

For consideration and approval of grant application (#4590701) to equip Watauga Police Department Officers with bullet-resistant shields.

State funds for these projects are authorized by a Budget Execution Order proposed by the Legislative Budget Board and ratified by Governor Abbott on June 28, 2022. The Public Safety Office (PSO) expects to make available $50M for FY2023.

The Watauga Police Department is requesting $49,792.00 in state funding, in order to purchase twenty fully equipped (NIJ Rifle level III) ballistic shields.

The purchase is meant to augment Officers' ability to quickly and safely respond to active shooter events in schools as well as other incidents involving an active shooter.

## FINANCIAL IMPLICATIONS:

The cost of the program will be fully covered by the grant if awarded and no matching City funds are required.

## RECOMMENDATION/ACTION DESIRED:

Staff recommends consideration and approval of the Resolution for submission of the Criminal Justice Division grant application for the Bullet Resistant Shield Grant project to the Office of the Governor, State of Texas

## ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Watauga PD Tx 26-quote (partial)
2. Funding announcement
3. specs
4. Resolution

# AGENDA MEMORANDUM

**REVIEWED BY:**

| | |
|---|---|
| Robert Parker, Police Chief | Approved - 9/21/2022 |
| Sandra Gibson, Director of Finance | Approved - 9/29/2022 |
| David Berman, City Attorney | Approved - 9/29/2022 |
| Joshua Jones, City Manager | Approved - 9/29/2022 |
| Linda Proskey, City Secretary | Final Approval - 9/30/2022 |

*Approved as to form for inclusion on Agenda*

Armor Research Company
7495 W Azure Dr Ste 258
Las Vegas, NV  89130 US
+1 8554401344
Sales@ArmorResearchCo.com

# Quote 1201

| ADDRESS | SHIP TO | DATE | TOTAL |
|---|---|---|---|
| James Dykes<br>Watauga PD, Tx.<br>7101 Whitley Rd.<br>Watauga, Tx.  76148 | James Dykes<br>Watauga PD, Tx.<br>7101 Whitley Rd.<br>Watauga, Tx.  76148 | 08/15/2022 | $12,448.75 |

**REP**

George Chavez

| DATE | | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | **Product Sales:ARC-CRS26-LIII-BLK (Black Compact Response Shield - NIJ Rifle Level III** | Black Compact Response Shield - NIJ Rifle Level III - Includes: (1) UHMWPE Level III Shield Panel 26"x16.5", (1) Black 1000D Cordura Load Bearing Shield Cover with Integrated Handle, Forearm Strap and High Density Forearm Pad, (1) 4x11" Velcro ID Patch POLICE in white lettering and (1) Padded Storage Bag. | 5 | 1,999.00 | 9,995.00 |
| | **Product Sales:ARC-DAS-BLK  (Double Adjustable Shield Sling** | (Double Adjustable Shield Sling, Textured Dual Pull Tabs, Tension Release Lanyard, and Emergency Release Buckle. 1" and 1.5" Buckles and Nylon Webbing - Black). | 5 | 75.00 | 375.00 |
| | **Product Sales:ARC - CRS-WSB (CRS Weapon Support Bracket Kit** | (CRS Weapon Support Bracket Kit – Kydex – Left and Right Sides) | 5 | 75.00 | 375.00 |
| | **Product Sales:ARC-480-331 B30 KIT (FoxFury Taker B30 Shield Light Kit.** | (FoxFury Taker B30 Shield Light Kit. Packaged for mounting to the ARC Compact Response Shield. Includes Shield Light, Battery Pack, Battery Pouch, Velcro Wire Control Strips and Mounting Velcro). | 5 | 280.75 | 1,403.75 |
| | **Product Sales:ARC-Shipping Cost** | Product Shipping | 5 | 60.00 | 300.00 |

Estimated pricing is valid for 30 days.
Armor products are made to order and are non-refundable.
Armor Research Company has recently acquired the Compact Response Shield program from Boydd Products, Inc. This change was made in order to meet the production requirements that have come with the success of this product. We are excited to have Mr. Boydd and his staff on board.

| | |
|---|---|
| TOTAL | $12,448.75 |

THANK YOU.

Accepted By

Accepted Date

Office of the Governor, Public Safety Office

# Criminal Justice Division

## Funding Announcement: *Bullet-Resistant Shield Grant Program, FY2023*

## Purpose

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with bullet-resistant shields.

## Available Funding

State funds for these projects are authorized by a Budget Execution Order proposed by the Legislative Budget Board and ratified by Governor Abbott on June 28, 2022, pursuant to Texas Government Code, Section 317.002 and Section 317.005(b). All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make available $50M for FY2023.

## Eligible Organizations

Applications may be submitted by independent school districts, institutions of higher education, units of local government, the Texas Department of Public Safety and other educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

## Application Process

Applicants must access the PSO's eGrants grant management website at https://eGrants.gov.texas.gov to register and apply for funding. For more instructions and information, see *eGrants User Guide to Creating an Application*, available here.

## Key Dates

| Action | Date |
| --- | --- |
| **Funding Announcement Release** | 08/17/2022 |
| **Online System Opening Date** | 08/17/2022 |
| **Final Date to Submit and Certify an Application** | 09/19/2022 at 5:00PM CST |
| **Earliest Project Start Date** | 09/01/2022 |

## Project Period

Projects must begin on or after 09/01/2022 and may not exceed a 12-month project period.

## Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

## Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards (TxGMS), Federal Uniform Grant Guidance, and all statutes, requirements, and guidelines applicable to this funding.

## Eligible Activities and Costs

Funds may only be used for obtaining bullet-resistant shields compliant with the National Institute of Justice (NIJ) Level III, III+, or IV.

Applicants are encouraged to consider the reasonable cost of their request. PSO will evaluate applications based on the number of frontline peace officers and the average cost per shield.

## Program-Specific Requirements

**Eligible officers.** Grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant.

PSO will prioritize the equipping of certain types of officers in the following order:

1) Peace officers directly employed by school districts;
2) Peace officers contracted by school districts; and
3) Other peace officers that may respond to school safety emergencies.

**Active Shooter Policy.** All eligible organizations that apply for grant funds will ensure its law enforcement agency adopts a Critical Incidents In-Progress (Active Shooter) policy implementing, at a minimum, protocols for assessing an active threat or violent encounter and immediately responding in order to stop the killing, stop the dying, and provide rapid casualty evacuation. The policy should include procedures that address:

- Concepts and Principles

- Community/First Responder Agency Notifications
- Mutual Aid Implementation
- Solo Officer Deployment
- Officer Team Deployment
- Follow-On Responders (Rescue Task Force)
- Incident Command - Unified Command Considerations
- Incident Debriefing
- Training

**ALERRT Training.** All officers provided with a grant-funded ballistic shield must have either attended 16 hours of ALERRT (Advanced Law Enforcement Rapid Response Training) training within the last 24 months or commit to attend within the next 24 months. ALERRT's upcoming course schedule can be found here: https://alerrt.org/Upcoming.

**Note:** Funding is available through the Public Safety Office to offset travel expenditures associated with attending ALERRT Training. Please refer to the ALERRT Travel Assistance Funding Announcement for more information on how to apply for these funds.

## Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.
2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

   Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.
3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-

mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

   Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2023 or the end of the grant period, whichever is later.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to https://sam.gov/).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

## Prohibitions

Grant funds may not be used to support the unallowable costs listed in the Guide to Grants or any of the following unallowable costs:

1. Any costs ancillary to the purchase of eligible ballistic shields, such as policy development, training costs, and staff; and
2. Any other prohibition imposed by federal, state or local law or regulation.

# Selection Process

**Application Screening:** The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

**Peer/Merit Review:** The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

**Final Decisions:** The Office of the Governor will consider these factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, or state government priorities and strategies, legislative directives, need, geographic distribution, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

# Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

response options.

| Test Sample | | | Ballistic Threat | | | | Results | |
|---|---|---|---|---|---|---|---|---|
| OBL No.: | S/N: | Weight (lbs.) | Projectile | Shots | Velocity (fps) Min. | Velocity (fps) Max. | Penetrations | Pass/Fail |
| 29700 | 21052 | 7.70 | M80 Copper | 11 | 2730 | 2770 | 0 | ***PASS*** |
| 29701 | 21053 | 7.68 | M193 | 17 | 3223 | 3302 | 0 | ***PASS*** |
| 29702 | 21054 | 7.78 | Type 56 | 11 | 2352 | 2419 | 0 | ***PASS*** |

OREGON BALLISTIC LABORATORIES

Warranty: 7 Year
Testing: NIJ STD 0108.01 - Level III - Rifle
7.62x51mm 147gr. M80 Ball Copper Jacket
7.62x39mm Type 56 Mild Steel Core (MSC)
5.56mm M193 Ball

# UNIQUE FEATURES

## Load Bearing Shield Cover

The patented 1000D Cordura load bearing shield cover is made in the USA exclusively for the Compact Response Shield by First Spear using their 6/12 technology to reduce weight. With Mil-Spec webbing and stitching this high quality 2 lb cover was designed to be durable and resilient. The cover features front padding, Molle webbing, curved ergonomic high impact forearm padding, forearm strap, and integrated handle. Customize your shield by mounting various pouches, equipment and accessories to the front and rear Velcro MOLLE. The top loading YKK zipper system secures your ballistic shield panel in place and allows for panel or cover swap if desired.


## Kydex Rifle Support Brackets

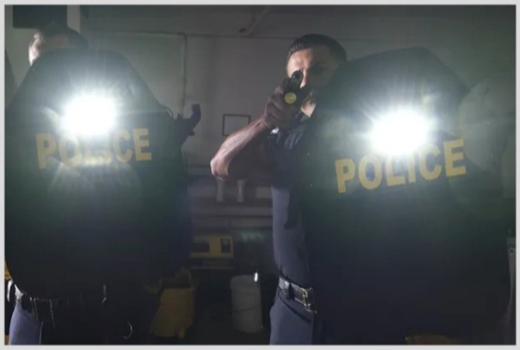
The MOLLE mounted Kydex Rifle Support Brackets are made in the USA and have been designed specifically for the CRS. They are mounted to the front Molle of the cover and can be placed on either the left or right side (or both sides) depending on the user(s). The support bracket is large enough to accommodate most rifle fore-grips and creates a steady platform for shooting while still allowing for proper sight picture. Placing your upper forearm under the bracket when shooting a pistol with one hand provides bracing during recoil allowing for improved accuracy, pistol operation and threat acquisition when operating a shield. Patent Pending.


## CRS Shield Sling

The optional Double Adjusting Shield Sling has been designed and manufactured exclusively for the CRS by a US Navy SEAL. Made in the USA, this CRS shield sling allows the user to transport or operate the shield in a variety of positions.


## Foxfury Shield Light Kit

The optional Foxfury Taker B30 600 lumen shield light can be easily mounted on the shield cover and comes with 3 lighting modes (including strobe) by activation of the pressure switch. To securely mount to the CRS, this kit comes custom equipped with a webbing mounted battery pack pouch and two Velcro wire control strips.




## Door Window Straps

The optional door window straps provide window level protection for either the driver or passenger side window. The window straps are made in the USA with 3/4 inch nylon webbing and quick release buckles. The straps are placed through the outer D Rings located on the back of the CRS and

CITY OF WATAUGA, TEXAS
RESOLUTION NO. _____________

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS FOR THE BULLET RESISTANT SHIELD GRANT PROJECT AS REQUIRED BY THE CRIMINAL JUSTICE DIVISION AND SUBMITTAL OF THE GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, STATE OF TEXAS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** The City Council of the City of Watauga, Texas, finds it in the best interests of the citizens of Watauga and the Watauga Police Department that the Bullet Resistant Shield Grant Project be operated for the 2023-2024 Fiscal Year; and

**WHEREAS,** The City of Watauga Strategic Plan Fiscal Year 2022-2032; as approved by the City Council; authorizes strategic initiatives to strengthen future planning by continuing to seek grant opportunities for programs and projects on an annual basis; and

**WHEREAS,** The City Council of the City of Watauga, Texas agrees to provide applicable matching funds for the said project as required by the Criminal Justice Division, grant application; and

**WHEREAS,** The City Council of the City of Watauga, Texas agrees that in the event of loss or misuse of the Office of the Governor funds, the Watauga City Council assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS,** the City Council of the City of Watauga, Texas designates Robert Parker, Chief of Police, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

I.

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

II.

That the City of Council of Watauga, Texas approves submission of the grant application for the Bullet Resistant Shield grant project (Grant Number:4590701) to the Office of the Governor.

III.

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

III.

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

IV.

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

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this 10th day of October, 2022.

APPROVED:

____________________________________
ARTHUR L. MINER, MAYOR

ATTEST:

____________________________________
LINDA PROSKEY, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

____________________________________
DAVID BERMAN, CITY ATTORNEY

WATAUGA
TEXAS
"A GREAT PLACE TO LIVE"

# AGENDA MEMORANDUM

**DATE:** September 23, 2022

**TO:** Honorable City Council Members

**FROM:** Paul Hackleman, Director of Public Works

**THROUGH:** Joshua Jones, City Manager

**SUBJECT:** Consider action to approve the purchase of six (6) Ford Vehicles from Sam Pack's Ford through the BuyBoard cooperative purchasing program

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## BACKGROUND/INFORMATION:

The Fiscal Year 2022-23 approved Budget provides funding for the six (6) Ford Vehicles as listed below:

1. F-150 XL Hybrid Truck - Public Works Department
2. F-150 XLT Hybrid Truck - Fire Department
3. F-250 Utility Truck - Parks and Community Services Department
4. Explorer SUV - Parks and Community Services Department (Hybrid Option only offered on Police, Limited or Platinum Package)
5. Ranger Truck - Code Enforcement - Police Department -(No Hybrid Option)
6. Ranger Truck - Code Enforcement - Police Department -(No Hybrid Option)

Texas Local Government Code Chapter 252 requires Council approval of expenditures in excess of $50,000.The Fleet and Building Maintenance Division of the Public Works Department obtained quotes for six (6) Ford Vehicles from Sam Pack's Five Star Ford utilizing the Buyboard Contract #601-19 in the amount of $265,563.79.

The City is a member of the Buyboard cooperative which allows us to utilize contracts offered through the cooperative per Local Government Code Section 271.102 and Texas Government Code 791. The codes were designed to allow government entities the ability to utilize contracts for products and services that meet all State and Local purchasing laws and requirements.

## FINANCIAL IMPLICATIONS:

These purchases are funded in Fiscal Year 2022-23 Approved Budget (2022 Debt Issuance)

## RECOMMENDATION/ACTION DESIRED:

WATAUGA
TEXAS
"A GREAT PLACE TO LIVE"

# AGENDA MEMORANDUM

Staff respectfully recommends the City Council approve the purchase of six (6) Ford Vehicles from Sam Pack's Five Star Ford

**ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. Explorer Parks -WATAUGA STOCK K7B
2. F150 Hybrid Fire - WATAUGA W1E POWER BOOST BLACK OUT
3. F150 Hybrid PW - WATAUGA W1E POWER BOOST XL 101A
4. F250 Parks - WATAUGA SERVICE BODY W2A x1
5. (2)Ranger's Police - WATAUGA R4F RANGER CREW CAB
6. Sam Pack's Ford Purchase Rider
7. 1295 form

**REVIEWED BY:**

| | |
|---|---|
| Paul Hackleman, Director of Public Works | Approved - 9/29/2022 |
| David Berman, City Attorney | Approved - 9/29/2022 |
| Robert Parker, Police Chief | Approved - 9/29/2022 |
| Shawn Fannan, Fire Chief | Approved - 9/29/2022 |
| Timothy Hamilton, Parks and Recreation Director | Approved - 9/29/2022 |
| Deby Woodard, Assistant Director of Finance | Approved - 10/3/2022 |
| Sandra Gibson, Director of Finance | Approved - 10/3/2022 |
| Joshua Jones, City Manager | Approved - 10/3/2022 |
| Linda Proskey, City Secretary | Final Approval - 10/3/2022 |

*Approved as to form for inclusion on Agenda*

*Sam Pack's Five Star Ford*
*1635 S. IH 35E Carrollton Texas, 75006*
*(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278*

# CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

**Cars and Light Trucks**

**Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Alan Rosner**

**BuyBoard - 601-19**

**End User:** WATAUGA **Sam Pack's Rep:** KEVIN MOORE

**Contact:** CLINT HARMON **Date:** 9.22.22

**Contact TN/Email** Phone #

**Product Description:** NEW FORD EXPLORER BASE | Interior and Exterior Color Code: WHITE

**A. Bid Line #** 116 **Base Price:** $ 27,700.00

**B. Published Options (Itemize Each Below)**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
| 446 | AUTO TRANS | INCLUDED | | POWER STEERING | INCLUDED |
| | POWER GROUP | INCLUDED | | REAR DEFOGGER | INCLUDED |
| | CRUISE | INCLUDED | | REVIEW CAMERA | INCLUDED |
| | STATE INSPECTION FEE | INCLUDED | | THIRD ROW SEATING | INCLUDED |
| | | | | REAR WIPER | INCLUDED |
| | 3.3 V6 FLEX FUEL | INCLUDED | | REVERSE SENSING | $ 295.00 |
| | 100A EQUIPMENT GROUP | INCLUDED | | | |
| | FLEX FUEL RATED | INCLUDED | | | |
| | SYNC | INCLUDED | | | |
| | DUAL A/C | INCLUDED | | | |
| | 3RD ROW SEATING | INCLUDED | | | |
| | | | | | |
| | | | | **Total of B. - Published Options** | **$ 295.00** |

**C. Dealer Published Options**

| Code | Description | Bid Price | Code | Description | Bid Price |
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| | | | | **Total of C. - Dealer Published Options** | **$ -** |

**D. Off Menu Options**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
| | TINT 175 | $175.00 | | | |
| | 1 EXTRA KEY | $325.00 | | | |
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| Off Menu Options limited to 25% of Published Price | Current % | **1.79%** | **Total of D. - Off Menu Options** | **$500.00** |
| **Delivery Charges** | **25** | **Miles @ $1.49/mile** | | **$ 37.25** |
| **Floorplan Expense** | **30** | **Days** | **$4.29 Per Diem** | **$ 128.81** |
| **Lot Insurance Expense** | **30** | **Days** | **$4.29 Per Diem** | **$ 128.81** |
| **Manufacturer Delivery Fee** | | | | **$ 1,795.00** |
| | | | **Total Each** | **$ 30,469.97** |
| **Quantity Ordered** | **1** | **X F =** | | **$ 30,469.97** |
| **Administrative Fee** | | | | **$ 400.00** |
| **Trade In Allowance - Non-Equipment debits and credits** | | | | **$ -** |
| **TOTAL PURCHASE PRICE INCLUDING ADMIN FEE** | | | | **$30,869.97** |

*Sam Pack's Five Star Ford*
*1635 S. IH 35E Carrollton Texas, 75006*
*(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278*

# CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

**Cars and Light Trucks**

**Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Alan Rosner**

**BuyBoard - 601-19**

**End User:** WATAUGA **Sam Pack's Rep:** KEVIN MOORE

**Contact:** CLINT HARMON **Date:** 9.22.22 REV

**Contact TN/Email** Phone # onfile

**Product Description:** 2022 Ford F-150 Interior and Exterior Color Code: BLACK

**A. Bid Line #** **#123** **Base Price:** **$ 20,085.00**

**B. Published Options (Itemize Each Below)**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
| | Automatic | Included | | 4x4 Skid Plate Package | $ 160.00 |
| | Power Steering - A/C | Included | | Reverse camera | included |
| | Power Brakes | Included | | 3.73 ELOCKING REAR END | included |
| | | | | XLT BLACK PACK | $ 2,080.00 |
| | Crew Cab | $ 7,710.00 | | | |
| | Four Wheel Drive | $ 3,295.00 | | POWER 7.2KW | $ 750.00 |
| 101A | Power Group | INCLUDED | | | |
| | Cruise Conrol | INCLUDED | | TRAILER TOW | $ 1,325.00 |
| | | | | 360 CAMERA | $ 765.00 |
| | XL TO XLT UP GRADE | $ 2,010.00 | | SPRAY IN LINER | $ 595.00 |
| | 302A HIGH | $ 5,955.00 | | XLT SPORT PKG | $ 465.00 |
| | POWER BOOST ENGINE | $ 4,495.00 | | | |

**Total of B. - Published Options** **$ 29,605.00**

**C. Dealer Published Options**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
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**Total of C. - Dealer Published Options** **$ -**

**D. Off Menu Options**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
| | 2024 PRICE IN CREASE AND GPC DIFF | $7,135.00 | | | |

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|---|---|---|---|---|
| Off Menu Options limited to 25% of Published Price | Current % | **14.36%** | **Total of D. - Off Menu Options** | **$7,135.00** |
| **Delivery Charges** | | **25 Miles @ $1.49/mile** | | **$ 37.25** |
| **Floorplan Expense** | | **30 Days** | **$8.56 Per Diem** | **$ 256.88** |
| **Lot Insurance Expense** | | **30 Days** | **$8.56 Per Diem** | **$ 256.88** |
| **Manufacturer Delivery Fee** | | | | **$ 1,795.00** |
| | | | **Total Each** | **$ 59,171.01** |
| **Quantity Ordered** | **1** | **X F =** | | **$ 59,171.01** |
| **Administrative Fee** | | | | **$ 400.00** |
| **Trade In Allowance - Non-Equipment debits and credits** | | | | **$ -** |
| **TOTAL PURCHASE PRICE INCLUDING ADMIN FEE** | | | | **$59,571.01** |

Sam Pack's Five Star Ford
1635 S. IH 35E Carrollton Texas, 75006
(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278

# CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

**Cars and Light Trucks**

**Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Alan Rosner**

**BuyBoard - 601-19**

**End User:** WATAUGA — **Sam Pack's Rep:** KEVIN MOORE

**Contact:** CLINT HARMON — **Date:** 9.22.22 REV

**Contact TN/Email** — Phone # onfile

**Product Description:** 2022 Ford F-150 — Interior and Exterior Color Code: WHITE

**A.** **Bid Line #** **#123** — **Base Price:** **$ 20,085.00**

**B. Published Options (Itemize Each Below)**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
| | Automatic | Included | | 4x4 Skid Plate Package | $ 160.00 |
| | Power Steering - A/C | Included | | Reverse camera | included |
| | Power Brakes | Included | | 3.73 ELOCKING REAR END | included |
| | | | | | |
| | Crew Cab | $ 7,710.00 | | | |
| | Four Wheel Drive | $ 3,295.00 | | POWER 7.2KW | $ 750.00 |
| 101A | Power Group | INCLUDED | | | |
| | Cruise Conrol | INCLUDED | | TRAILER TOW | $ 1,325.00 |
| | | | | | |
| | XL 101A | INCLUDED | | SPRAY IN LINER | $ 595.00 |
| | XL CHROME PKG | $ 895.00 | | | |
| | POWER BOOST ENGINE | $ 4,495.00 | | | |

**Total of B. - Published Options** **$ 19,225.00**

**C. Dealer Published Options**

| Code | Description | Bid Price | Code | Description | Bid Price |
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**Total of C. - Dealer Published Options** **$ -**

**D. Off Menu Options**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
| | 2024 PRICE IN CREASE AND GPC DIFF | $7,135.00 | | | |
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| Off Menu Options limited to 25% of Published Price | Current % **18.15%** | **Total of D. - Off Menu Options** | **$7,135.00** |
| **Delivery Charges** | **25 Miles @ $1.49/mile** | | **$ 37.25** |
| **Floorplan Expense** | **30 Days** | **$7.00 Per Diem** | **$ 209.96** |
| **Lot Insurance Expense** | **30 Days** | **$7.00 Per Diem** | **$ 209.96** |
| **Manufacturer Delivery Fee** | | | **$ 1,795.00** |
| | | **Total Each** | **$ 48,697.16** |
| **Quantity Ordered** 1 | **X F =** | | **$ 48,697.16** |
| **Administrative Fee** | | | **$ 400.00** |
| **Trade In Allowance - Non-Equipment debits and credits** | | | **$ -** |
| **TOTAL PURCHASE PRICE INCLUDING ADMIN FEE** | | | **$49,097.16** |

*Sam Pack's Five Star Ford*
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*(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278*

# CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

**Cars and Light Trucks**

**Team Members - Kevin Moore -Jessica Wooten - Jorge Guerra - Alan Rosner**

**BuyBoard - 601-19**

**End User:** **WATAUGA** **Sam Pack's Rep:** **KEVIN MOORE**

**Contact:** CLINT HARMON **Date:** 9.22.22

**Contact TN/Email** Phone #

**Product Description:** **2022 FORD F-250** | Interior and Exterior Color Code | White

**A.** **Bid Line #** **#125** **Base Price:** **$ 22,706.00**

**B.** **Published Options (Itemize Each Below)**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
| | Automatic | included | 18B | RUNNIN BOARDS | $ 1,045.00 |
| | Power Steering/Brakes/Air Conditoning | included | | POWER GROUP | $ 1,125.00 |
| | VINYL SEATS | included | | CRUISE | $ 325.00 |
| | CREW CAB | $ 8,590.00 | | SYNC SYSTEM | INCLUDED |
| | 6.2L EFI V8 | included | | HD FRONT SUSPENTION | $ 125.00 |
| | XL VALUE PKG | $ 395.00 | | SPRAY LINER | $ 695.00 |
| | 3.73 Elock Axle | $ 570.00 | | | |
| 52B | TRAILER BRAKE CONTROLER | $ 270.00 | | | |
| | UP FITTER SWITCHES | $ 165.00 | | | |
| | Tow Package | included | | | |
| | | | | IN STOCK | |
| | | | | | |
| | | | | **Total of B. - Published Options** | **$ 13,305.00** |

**C.** **Dealer Published Options**

| Code | Description | Bid Price | Code | Description | Bid Price |
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| | | | | **Total of C. - Dealer Published Options** | **$ -** |

**D.** **Off Menu Options**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
| | ROYAL SERVICE BODY | $12,550.00 | | | |
| | MASTER LOCK SYSTEM | INCLUDED | | | |
| | HEADACHE RACK | INCLUDED | | | |
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| | | | | 4 EXTRA KEYS with fob | $1,100.00 |
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| Off Menu Options limited to 25% of Published Price | Current % | **37.91%** | **Total of D. - Off Menu Options** | **$13,650.00** |
| **Delivery Charges** | | **25 Miles @ $1.49/mile** | | **$ 37.25** |
| **Floorplan Expense** | | **30 Days** | **$5.76 Per Diem** | **$ 172.80** |
| **Lot Insurance Expense** | | **30 Days** | **$5.76 Per Diem** | **$ 172.80** |
| **Manufacturer Delivery Fee** | | | | **$ 1,795.00** |
| | | | **Total Each** | **$ 51,838.85** |
| **Quantity Ordered** | **1** | **X F =** | | **$ 51,838.85** |
| **Administrative Fee** | | | | **$ 400.00** |
| **Trade In Allowance - Non-Equipment debits and credits** | | | | **$ (400.00)** |
| **TOTAL PURCHASE PRICE INCLUDING ADMIN FEE** | | | | **$51,838.85** |

Sam Pack's Five Star Ford
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# CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

**Cars and Light Trucks**

**Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Alan Rosner**

**BuyBoard - 601-19**

**End User:** WATAUGA **Saleman** KEVIN MOORE

**Contact:** CLINT HARMON **Phone #** 9.22.22

**Contact TN/Email** Phone #

**Product Description:** NEW RANGER EXTENDED CAB | Interior and Exterior Color Code: WHITE

**A. Bid Line #** 127 **Base Price:** $ 21,400.00

**B. Published Options (Itemize Each Below)**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
| | Automatic Transmission | Included | | 101A PKG | $ 1,275.00 |
| | Power Steering Brakes | Included | 67G | COPILOT 360 | $ 625.00 |
| | Air Conditioning | Included | 55U | REVERSE SENSING | $ 175.00 |
| | Spare Tire / Wheel | Included | | | |
| | POWER GROUP | $ 995.00 | | | |
| | CRUISE | $ 375.00 | | | |
| | VINYL SEATING | Included | | | |
| | VINYL FLOORING | Included | | | |
| | WHITE IN COLOR | Included | | | |
| | SYNC SYSTEM | Included | | | |
| | R4E CREW CAB | $ 2,119.00 | | | |
| | | | | | |

**Total of B. - Published Options** $ 5,564.00

**C. Dealer Published Options**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
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**Total of C. - Dealer Published Options** $ -

**D. Off Menu Options**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
| | NEW MODEL YEAR PRICE INCREASE | $7,288.00 | | | |
| | SPRAY IN BED LINER | $495.00 | | | |
| | | | | | |

Off Menu Options limited to 25% of Published Price — Current % **28.86%** — **Total of D. - Off Menu Options** **$7,783.00**

| | | | | |
|---|---|---|---|---|
| **Delivery Charges** | 25 | **Miles @ $1.49/mile** | | $ 37.25 |
| **Floorplan Expense** | 30 | **Days on ground** | $5.24 Per Diem | $ 157.08 |
| **Lot Insurance Expense** | 30 | **Days on ground** | $5.24 Per Diem | $ 157.08 |
| **Manufacturer Delivery Fee** | | | | $ 1,795.00 |
| | | | **Total Each** | $ 36,893.40 |
| **Quantity Ordered** | 2 | **X F =** | | $ 73,786.80 |
| **Administrative Fee** | | | | $ 400.00 |
| **Trade In Allowance - Non-Equipment debits and credits** | | | | |
| **TOTAL PURCHASE PRICE INCLUDING ADMIN FEE** | | | | $74,186.80 |

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

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

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

______________*Trucks*______________________________

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| | |
|---|---|
| CITY OF WATAUGA, TEXAS | SamPack FiveStar Ford. |
| | Vendor |
| By:________________ | By: Kevin Moore. |
| City Manager | |
| | Name: Kevin Moore. |
| | Title: Fleet MGR |
| Date:________________ | Date: 9/28/22 |

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**



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:**
2022-939295

**Date Filed:**
09/28/2022

**Date Acknowledged:**
10-4-2022

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

SAM PACK'S FIVE STAR FORD
CARROLLTON, 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 WATUAGA

**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.**

601-19
TRUCKS

**4**

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

**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is Kevin Moore, and my date of birth is 6/8/66.

My address is 1635 I Hwy 35E (street), Carrollton (city), Tx (state), 75006 (zip code), ____ (country).

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

Executed in Dallas County, State of Texas, on the 28 day of Sept (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

WATAUGA
TEXAS
"A GREAT PLACE TO LIVE"

# AGENDA MEMORANDUM

**DATE:** September 23, 2022

**TO:** Honorable City Council Members

**FROM:** Paul Hackleman, Director of Public Works

**THROUGH:** Joshua Jones, City Manager

**SUBJECT:** Consider action to approve the purchase of (3) new Chevy Tahoe PPV's from Lake Country Chevrolet through the TIPS USA #210907 cooperative purchasing program

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## BACKGROUND/INFORMATION:

The Fiscal Year 2022-23 approved Budget provides funding for three (3) Chevy Tahoe PPVs utilizing the CCD Fund.

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

The Fleet and Building Maintenance Division of the Public Works Department obtained quotes for three (3) Chevy Tahoe PPVs from Lake Country Chevrolet utilizing the TIPS Contract USA 210907 for the amount of $119,133.75.

The City is a member of the TIPS cooperative which allows us to utilize contracts offered through the cooperative per Local Government Code Section 271.102 and Texas Government Code 791. The codes were designed to allow government entities the ability to utilize contracts for products and services that meet all State and Local purchasing laws and requirements.

## FINANCIAL IMPLICATIONS:

The purchase is funded in the Fiscal Year 2022-23 Approved Budget (CCD Fund)

## RECOMMENDATION/ACTION DESIRED:

Staff respectfully recommends the City Council approve the purchase of three (3) Chevy Tahoe PPVs from Lake Country Chevrolet as presented

## ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Tahoe Quote - WATAUGA PD CC10706 TAHOE 2WD 2023 TIPS 092122 X3
2. Lake Country Chevy Purchase Rider 092622
3. LAKE COUNTRY CHEVROLET FORM 1295

# AGENDA MEMORANDUM

**REVIEWED BY:**

| | |
|---|---|
| Paul Hackleman, Director of Public Works | Approved - 9/27/2022 |
| David Berman, City Attorney | Approved - 9/27/2022 |
| Robert Parker, Police Chief | Approved - 9/27/2022 |
| Deby Woodard, Assistant Director of Finance | Approved - 10/3/2022 |
| Sandra Gibson, Director of Finance | Approved - 10/3/2022 |
| Joshua Jones, City Manager | Approved - 10/3/2022 |
| Linda Proskey, City Secretary | Final Approval - 10/3/2022 |

*Approved as to form for inclusion on Agenda*

# PRODUCT PRICING SUMMARY

**TIPS USA 210907 Automobiles**

**VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951**

**End User:** WATAUGA PD

**Contact:**

**Email:**

**Product Description:** CHEVY TAHOE PPV

**Prepared by:** SETH GAMBLIN

**Phone:** 512.436.1313

**Email:** SGAMBLIN.SILSBEEFLEET@GMAIL.COM

**Date:** September 21, 2022

**A.** **Bid Item:** **A. Base Price:** $ 35,524.00

**B.** **Factory Options**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
| CC10706 | 91C 2023 TAHOE PPV 2WD | $ 2,995.00 | | | $ - |
| L84 | 5.3L V8 W/AUTOMATIC | $ - | 5T5 | VINYL BACK SEAT | $ - |
| MQC | 10 SPEED TRANS | $ - | | REAR PARK ASSIST / REAR CAMERA | |
| AMF | EXTRA KEY FOBS | $ 75.00 | | WHEELS 20"X9" STEEL | |
| 6J7 | FLASHER SYSTEM, HEAD &TAIL LAMP | $ 50.00 | | ASSIST STEPS | |
| PQA | 1 FL SAFTEY PACKAGE | $ 395.00 | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**Total of B. Published Options:** $ 3,515.00

**Published Option Discount (5%)** $ (26.00)

**C.** $= 0.0 %

| Description | Bid Price | Options | Bid Price |
|---|---|---|---|
| | | EXTERIOR- BLACK | |
| | | INTERIOR- JET BLACK CLOTH H1T | |
| | | | |
| | | ETA 1ST QUARTER 2023** | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

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

**E.** **Lot Insurance (for in-stock and/or equipped vehicles):** $ 350.00

**F.** **Contract Price Adjustment:**

**G.** **Additional Delivery Charge:** 199 **miles** $ 348.25

**H.** **Subtotal:** $ 39,711.25

**I.** **Quantity Ordered** 3 **x H =** $ 119,133.75

**J.** **Trade in:** $ -

**K.**

**L.** **Total Purchase Price** $ 119,133.75

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

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

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

________________*Police Tahoe's*______________________________

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WATAUGA, TEXAS

By:______________________________
City Manager

Date:____________________________

LAKE COUNTRY CHEVROLET
Vendor

By: SETHGAMBLIN

Name: SETH GAMBLIN

Title: FLEET SALES

Date: 09/26/2022

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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:**
2022-938228

**Date Filed:**
09/26/2022

**Date Acknowledged:**
09/27/2022

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

LAKE COUNTRY CHEVROLET
SILSBEE , 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.**

WATAUGA, CITY OF

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

210907
FLEET VEHILCES

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

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

My name is ________________________________________, and my date of birth is ____________________.

My address is ______________________________, ________________, ______, __________, ________.
(street) (city) (state) (zip code) (country)

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

Executed in __________________________County, State of ____________, on the ____day of _________, 20____.
(month) (year)

________________________________________
Signature of authorized agent of contracting business entity
(Declarant)

# AGENDA MEMORANDUM

**DATE:** September 23, 2022

**TO:** Honorable City Council Members

**FROM:** Paul Hackleman, Director of Public Works

**THROUGH:** Joshua Jones, City Manager

**SUBJECT:** Consider action to approve the purchase of a new Jet Vac Truck from Lonestar Freightliner through the BuyBoard cooperative purchasing program

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## BACKGROUND/INFORMATION:

The Fiscal Year 2022-23 approved Budget provides funding for one Jet Vac Truck for the Public Works Department within the Water and Wastewater Division.

Jetter and vacuum trucks are suited for projects in sewer cleaning, hydro-excavation, and catch basin cleaning. They use high-pressure water to break up debris and a vacuum system to remove it. These efficient machines allow municipalities to complete more work in less time, resulting in cost savings (see attached photos).

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

The Fleet and Building Maintenance Division of the Public Works Department obtained a quote for one Jet Vac Truck from Lonestar Freightliner utilizing the BuyBoard Contract #601-19 in the amount of $519,542.36.

The City is a member of the Buyboard cooperative which allows us to utilize contracts offered through the cooperative per Local Government Code Section 271.102 and Texas Government Code 791. The codes were designed to allow government entities the ability to utilize contracts for products and services that meet all State and Local purchasing laws and requirements.

## FINANCIAL IMPLICATIONS:

This purchase is funded in the Debt issuance 2022 Funds in Fiscal Year 2022-23 (debt service funded by Water and Sewer Fund)

## RECOMMENDATION/ACTION DESIRED:

# AGENDA MEMORANDUM

Staff respectfully recommends the City Council approve the purchase of Jet Vac Truck from Lonestar Freightliner.

**ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. Pictures - Jet Vac
2. Quote - JET VAC - Final
3. Purchase Rider - Jet Vac - Lonestar Freightliner
4. 1295 form

**REVIEWED BY:**

| | |
|---|---|
| Paul Hackleman, Director of Public Works | Approved - 9/29/2022 |
| David Berman, City Attorney | Approved - 9/29/2022 |
| Deby Woodard, Assistant Director of Finance | Approved - 10/3/2022 |
| Sandra Gibson, Director of Finance | Approved - 10/3/2022 |
| Joshua Jones, City Manager | Approved - 10/3/2022 |
| Linda Proskey, City Secretary | Final Approval - 10/3/2022 |

*Approved as to form for inclusion on Agenda*


GapVax
MC1510


GapVax

## CUSTOMER PURCHASE ORDER/BILL OF SALE

**LONESTAR FREIGHTLINER GROUP, LLC**
4800 N IH 35
WACO, TX 76705
(254) 752-9735 * (800) 299-3250 * Fax (254) 754-4393

Customer Name: City of Watauga
Address: 7800 Virgil Anthony Sr. Blvd.
City, State, Zip: Watauga, TX 76148
Phone #'s.: (817) 514-5844

BUYBOARD QUOTE CONTRACT: 601-19
Buyboard Fee Included

Date: 08/09/2022
Sales Rep: Jason Wade

| N/U | YEAR | MAKE | MODEL | VIN | PRICE | |
|---|---|---|---|---|---|---|
| New | 2024 | Western Star | 47X Set Forward Tandem Axle | | $ 142,396.00 | |
| | | | GapVax Body | | $ 377,146.36 | |
| | | | (Per BuyBoard Contract #601-19) | | | |
| | | | | | $ | |
| | | | | | $ | |
| | | | | | $ | |
| | | | | TOTAL | $ | $ 519,542.36 |

Extras: $
TOTAL EXTRAS $ | $ -

| Insurance Included: | (Customer Initial Below) | Taxes and Fees: | |
|---|---|---|---|
| Physical Damage | | F.E.T. (If Used or Exempt, Enter 0) | |
| Credit Life | | Sales Tax (If Apportioned Tags, Enter 0) | |
| GAP Insurance | | Title Fee | |
| Disability | | License (If Apportioned Tags, Enter 0) | |
| | | Extended Warranty | |
| | | Documentary Fee $ 250.00 | |
| | | Other DOT INSPECTION | |
| | | Other ROAD/BRIDGE FEE | |
| | | TOTAL TAXES AND FEES | $ - |

TOTAL SALES PRICE $ 519,542.36

Trade-in: Year Make Model VIN

TRADE ALLOWANCE: $ -
PAYOFF AMOUNT: $ - $ -
NET TRADE ALLOWANCE (EQUITY) $ - $ -

Pay-off to:
Address:
This PAY-OFF is good through:

Payment:

| | Quantity | |
|---|---|---|
| Cash With Order (non-refundable pending financing) | 0 | |
| Cash Down At Delivery | 0 | |
| TOTAL DOWN | | $ - |
| BALANCE DUE AT DELIVERY | | $ 519,542.36 |

This contract is subject to additional provisions set forth on page two of this document, which is incorporated here in by inference, AND WHICH TERMS INCLUDE A COMPLETE DISCLAIMER OF ALL WARRANTIES. The purchaser agrees that this order includes all the terms and conditions on both pages of this order and that this order cancels and supercedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of this agreement, relateing to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER PRINCIPAL OR HIS/HER AUTHORIZED REPRESENTATIVE. Purchaser by his/her execution of this order acknowledges the he/she has read its terms and conditions and has received a copy of the order. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED $50.00 FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY THE PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT. THIS NOTICE IS REQUIRED BY LAW.

IF THE PURCHASED VEHICLE(S) SOLD TO PURCHASER BY DEALER UNDER THIS ORDER IS SOLD AS A USED VEHICLE, THE VEHICLE IS SOLD "AS IS" AND"WITH ALL FAULTS." DEALER MAKES NO GUARANTEE OR WARRANTY OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE PURCHASED VEHICLE(S), EXPRESS OR IMPLIED, (INCLUDING NO WARRANTY THAT THE ODOMETER READING ON THE PURCHASED VEHICLE(S) REPRESENTS THE ACTUAL MILEAGE TRAVELED) OR ANY IMPLIED WARRANTY OR MERCHANTILBILTY OR FITNESS FOR A PARTICULAR PURPOSEOF ANY NATURE WHATSOEVER. PURCHASER AGREES TO USE THE PURCHASED VEHICLE(S) AND/OR CHASSIS AT PURCHASER'S OWN RISK AND HEREBY RELEASES SELLER, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS FOR ANY DAMAGES OR INJURIES OR ANY NATURE WHATSOEVER TO THE FULL EXTENT PERMITTED BY LAW.

Purchaser Name: ______ By: ______ Signature Required ______ Date

Dealer: LONESTAR FREIGHTLINER GROUP, LLC

By: ______ Sales Rep. By: ______ General Manager's Approval ______ Date

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

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

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

_______________*Gap Vax Jet Truck*________________________________

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| | |
|---|---|
| CITY OF WATAUGA, TEXAS | Lonestar Freightliner Group LLC<br>Vendor |
| By:________________<br>City Manager | By: [signature] |
| | Name: Jason Wade |
| | Title: Fleet Sales |
| Date:________________ | Date: 9-29-22 |

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



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:**
2022-939569

**Date Filed:**
09/29/2022

**Date Acknowledged:**
10-4-2022

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Lonestar Freightliner Group, LLC dba Lonestar Truck Group Waco
Waco, 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.**
601-19
Sewer Industrial Vacuum Truck

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

**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is Jason Wade, and my date of birth is 3-16-72.

My address is 430 S Main St (street), Georgetown (city), TX (state), 78626 (zip code), US (country).

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

Executed in Williamson County, State of TX, on the 29 day of Sept (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

# AGENDA MEMORANDUM

**DATE:** September 23, 2022

**TO:** Honorable City Council Members

**FROM:** Paul Hackleman, Director of Public Works

**THROUGH:** Joshua Jones, City Manager

**SUBJECT:** Consider action on a Resolution of the City Council of the City of Watauga, Texas, authorizing the City Manager to negotiate and execute on behalf of the City an Interlocal Agreement for vehicle maintenance services by and between the City of Watauga, Texas, and the City of Sansom Park, Texas; providing for repeal; providing for severability; and providing for an effective date

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## BACKGROUND/INFORMATION:

In an effort to continue seeking ways to increase operational efficiencies, the Fleet and Facilities Superintendent of the Public Works Department has worked out an additional Interlocal Agreement (ILA) between the City of Watauga and Samson Park for combined Fleet Services to be provided by the City of Watauga.

Watauga and Samson Park have the authority to enter into this Agreement pursuant to Chapter 791, Texas Government Code.

The service agreement for Vehicle Maintenance contemplated under this Agreement is of mutual interest and benefit to Westlake and Watauga and will further the objectives of both parties in a manner consistent with the objectives of political subdivisions of the State of Texas. Watauga will provide vehicle maintenance services to Samson Park, for a defined fee in the agreement.

It is mutually beneficial to both parties to execute this Agreement whereby each entity can achieve common objectives relating to the services regarding vehicle maintenance and in the interest of saving taxpayer funding.

This ILA is similar to the three (3) existing ILAs we have with the Town of Westlake, Trophy Club, and Blue Mound.

## FINANCIAL IMPLICATIONS:

Estimated Impact - Net Revenue $3,000

WATAUGA
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# AGENDA MEMORANDUM

**RECOMMENDATION/ACTION DESIRED:**
City staff respectfully recommends the City Council approve authorizing the City Manager to enter into the Interlocal Agreement with the Samson Park for Fleet Services.

**ATTACHMENTS/ SUPPORTING DOCUMENTATION:**
1. ILA - Sansom Park Signed Agreement
2. Watauga Resolution approving Interlocal Agreement Sansom Park Vehicle Service

**REVIEWED BY:**

| | |
|---|---|
| David Berman, City Attorney | Approved - 9/27/2022 |
| Paul Hackleman, Director of Public Works | Approved - 9/29/2022 |
| Deby Woodard, Assistant Director of Finance | Approved - 10/3/2022 |
| Sandra Gibson, Director of Finance | Approved - 10/3/2022 |
| Joshua Jones, City Manager | Approved - 10/3/2022 |
| Linda Proskey, City Secretary | Final Approval - 10/3/2022 |

*Approved as to form for inclusion on Agenda*

**STATE OF TEXAS**

**INTERLOCAL AGREEMENT**

**TARRANT COUNTY**

This Interlocal Agreement (the "**Agreement**") is made and entered into by and, between The City of Watauga, Texas, a municipal corporation (hereinafter "**WATAUGA**") and The City of SANSOM PARK, Texas, a municipal corporation (hereinafter "**SANSOM PARK**").

WHEREAS, both WATAUGA and SANSOM PARK have the authority to enter into this Agreement pursuant to Chapter 791, Texas Government Code; and

WHEREAS, the service agreement for Vehicle Maintenance ("Service Level Agreement") contemplated under this Agreement is of mutual interest and benefit to SANSOM PARK and WATAUGA and will further the objectives of both parties in a manner consistent with the objectives of political subdivisions of the State of Texas; Watauga will provide vehicle maintenance services to SANSOM PARK, for a defined fee detailed below; and

WHEREAS, it is mutually beneficial to both parties to execute this Agreement whereby each entity can achieve common objectives relating to the services regarding vehicle maintenance and in the interest of saving taxpayer funding; and

WHEREAS, all payments collected by WATAUGA from vehicle maintenance services provided to SANSOM PARK will be considered revenue to WATAUGA and that SANSOM PARK shall pay all invoices presented, as statutorily prescribed by Texas Government Code Chapter 2251 (Prompt Payment Act); and

WHEREAS, SANSOM PARK agrees to utilize the non-exclusive vehicle maintenance services provided by WATAUGA, in this agreement for the purposes of vehicle maintenance to SANSOM PARK vehicles and equipment, and

NOW, THEREFORE, inconsideration of the mutual representations, terms and covenant hereafter set forth, the parties hereby agree as follows:

## TERMS AND CONDITIONS

### 1. STATEMENT OF WORK.

WATAUGA agrees to use reasonable efforts to perform the vehicle maintenance services described in the Service Level Agreement listed below in Section 2.

## 2. SERVICE LEVEL AGREEMENT – Services provided by WATAUGA:

a. Schedule vehicle maintenance and repairs when notified by SANSOM PARK;

b. Provide vehicle preventative maintenance and general repair services in a timely manner; and

c. Process monthly repair invoices for payment.

## 3. WARRANTY – WATUAGA

Fleet Services will warrant repair labor for a period of 60 days;

a. Parts will be warranted for 90 days, defective or failed parts will be replaced at no charge during warranty period;

b. All vehicle batteries will have an eighteen (18) month free replacement period.

## 4. RATE SCHEDULE

Services provided by WATAUGA at the following rates - Preventive Maintenance (PM) services flat rated based on vehicle class as follows:

a. Light duty PM - $109.29 + parts

b. Heavy duty PM - $1,960.95 + parts

c. Other repairs invoiced at cost plus labor rate of $109.29 per hour + parts

d. Parts invoiced at cost plus 25%

e. Transporting of equipment shall be billed out at the hourly rate of $109.29 an hour.

f. Dispatch Watauga Service truck to repair equipment in field will be charged a $54.65 service call - $136.62/hr + parts during normal working business days from 7:00 am till 4:00 pm or $163.94/hr for afterhours + parts

g. Dispatch third party vendors to truck in field (flat tires, etc.) – Third party costs + 25%

h. Each new budget year after the first year, the rate schedule shall be increased per the Consumer Price Index for All Urban Consumers (CPI-U) for Series Title, Motor Vehicle repair in the U.S. city average, all urban consumers (Series ID CUSR0000SETD03) as reported in April of each year based on the percent change. In the event of a decrease, the rate schedule shall remain the same. The current April 2022 CPI-U for this series is 203.359. The increase shall be automatically accepted unless each City/Town Manager agrees to other provisions prior to the final budget being accepted by the City/Town Council of both entities.

## 5. CONTRACT PAYMENTS

SANSOM PARK shall reimburse WATAUGA per Section 4 on a monthly basis.

Payments shall be sent to the following address:

City of Watauga
Finance Department
7105 Whitley Road
Watauga, TX 76148
Attention: Accounts Payable

Phone: 817-514-5800
Email: accountspayable@wataugatx.org

## 6. THIRD PARTY

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

## 7. JOINT VENTURE & AGENCY

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

## 8. EFFECTIVE DATE

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

## 9. TERM

The initial term of this Agreement shall be for a term of the remaining fiscal 2021/2022 Budget year, beginning on October 1, 2021 and expiring on September 30, 2022. Following the Initial Term, unless written notice is given by either party hereto to the other not less than ninety (90) day before the expiration of this Agreement, it shall be automatically renewed for another additional period of twelve (12) months from such expiration date and shall be automatically renewed thereafter for one additional twelve (12) month period for a maximum of twenty-five

(25) terms unless canceled by written notice giving not less than ninety (90) days before the expiration of any such renewal period. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that SANSOM PARK remains liable to WATAUGA for any outstanding invoices, if any.

## 9. TERMINATION

Notwithstanding anything to the contrary, either party may terminate this Agreement at any time by providing ninety (90) days written notice to the other party. Any failure by SANSOM PARK to timely pay any amounts due under the provisions of this Agreement shall be a material breach of this Agreement and WATAUGA may, in addition to any other remedy, terminate this Agreement for such breach immediately.

## 10. RIGHTS AND OBLIGATIONS OF WATAUGA

a. WATAUGA shall provide the Services at Watauga Fleet Maintenance Garage for in-house repairs.
b. WATAUGA shall instruct any third-party certified vehicle and equipment maintenance providers to provide the same level of service to SANSOM PARK fire-fighting and emergency vehicles and equipment as it does for WATAUGA.
c. The certified vehicle and equipment maintenance provider will bill WATAUGA directly for services provided.
d. WATAUGA will provide services from Certified Emergency Vehicle Technicians.
e. Watauga will drive equipment to third party maintenance providers.
f. Watauga will inspect third party repairs prior to returning unit to SANSOM PARK.

## 11. RIGHTS AND OBLIGATIONS OF SANSOM PARK

g. SANSOM PARK shall pay invoices received in accordance with the Texas Prompt Payment Act, and expressly waives immunity from suit in any action by Watauga to recover past due amounts. Sansom Park holds harmless, releases and waives Watauga from and against any and all claims, losses damages and liability arising under this Agreement and the services provided hereunder.
h. SANSOM PARK shall at all times be responsible for submitting the appropriate documents with a request for Services to WATAUGA.
i. SANSOM PARK shall be responsible for the delivery and pick-up of fire-fighting or emergency vehicles or equipment requiring services.
j. SANSOM PARK shall be responsible for insuring vehicles and equipment.

## 12. SOVEREIGN IMMUNITY

Except as otherwise provided herein, neither party to this Agreement waives any claim of sovereign immunity because of its participation in this Agreement. Nothing in this Agreement shall be construed as creating any right or obligation to any third party.

## 13. AMENDMENT

This Agreement may be amended by the mutual written agreement of both parties hereto. The parties agree to enter an amended Agreement in order to comply with any legislative changes related to this Agreement, or due to a determination by a court of competent jurisdiction of other government authority that would cause any provision of this Agreement to be out of compliance with the current law.

## 14. SEVERABILITY

In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

## 15. GOVERNING LAW

The validity of this Agreement and any of its terms and provisions as well as rights and duties of the parties shall be governed by the laws of the State of Texas; and venue for any such action concerning this Agreement shall be and remain in the State District Court of Tarrant County, Texas.

## 16. FORCE MAJEURE

In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood, disease, epidemic, pandemic, quarantine, act of government, state of emergency, or by the occurrence of any event beyond the control of such party, then such party shall be excused from the performance of the obligations under this Agreement but only during such period of Force Majeure.

## 17. ENTIRE AGREEMENT

This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral, or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

| **THE CITY OF SANSOM PARK** | **CITY OF WATAUGA** |
| --- | --- |
| Angela Winkle | |
| Angela Winkle, ~~CMP~~, TRMC, CMC<br>City Administrator CPM | Joshua Jones, City Manager |

Date: 9-15-2022

Fire Chief

Authorized Person
Chief Cochran

Date: 9/22/2022

APPROVED AS TO FORM

Will Pruitt, City Attorney

Date: ______________________

Paul Hackleman, P.E.
Director of Public Works

Date: ______________________

Attest:

APPROVED AS TO FORM AND LEGALITY

City/Town Attorney

CITY OF WATAUGA, TEXAS
RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS, APPROVING AN INTEROCAL AGREEMENT WITH THE CITY OF SANSOM PARK FOR FLEET VEHICLE MAINTENANCE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON THE CITY'S BEHALF; PROVIDING A REPEALING CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Watauga (the "City") and the City of Sansom Park desire to enter into a non-exclusive interlocal agreement whereby the City of Watauga will provide vehicle maintenance services for the maintenance and repair of Sansom Park's fleet vehicles; and

WHEREAS, the interlocal agreement is of mutual interest and benefit to Sansom Park and Watauga and will further the objectives of both parties in a manner consistent with the objectives of political subdivisions of the State of Texas; and

WHEREAS, the City Council authorizes approval of the Interlocal Agreement, finding that the agreement is in the best interests of the citizens of the City of Watauga.

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

I.

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

II.

The City Council of the City of Watauga, Texas, accepts and approves the Interlocal Agreement between the City of Watauga and the City of Sansom Park attached hereto and incorporated herein as Exhibit "A" providing for the maintenance and repair of vehicles of Sansom Park, and further authorizes the City Manager for the City of Watauga to sign the Agreement on the City's behalf.

III.

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

IV.

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

V.

This Resolution shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, as the law and Charter in such cases provide.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this ___ day of ___________, 2022.

APPROVED:

________________________________
ARTHUR L. MINER, Mayor

ATTEST:

________________________________
LINDA PROSKY, City Secretary

APPROVED AS TO FORM AND LEGALITY:

________________________________
DAVID BERMAN, City Attorney

WATAUGA
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# AGENDA MEMORANDUM

**DATE:** September 23, 2022

**TO:** Honorable City Council Members

**FROM:** Paul Hackleman, Director of Public Works

**THROUGH:** Joshua Jones, City Manager

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

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## BACKGROUND/INFORMATION:

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

For Fiscal Year 2021-22, Kennedy Street was not completed. This amendment allows for a time extension to the original ILA to complete Kennedy Street by May 31, 2023.

The following streets were in the original agreement. All are complete with the exception of Kennedy Street.

1. Kennedy Street -Kennedy Court to Storm Drive
2. Quail Run - Judy Drive to Hightower Drive
3. Jerri Lynn Drive - Chapman Road to Greenfield Drive
4. Pine Street - Watauga Road to Main Street
5. Tammy Court - Greenfield Drive to Cul-de-Sac

Upon City Council approval, Tarrant County shall consider the Amendment to the Interlocal Agreement during one of their Commissioners Court Meetings.

The Interlocal Cooperation Contracts Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this agreement. Texas Government Code Chapter 791, the Interlocal Cooperative Act, generally allows a government entity to enter into an agreement with another local government entity, such as a county or another city, to perform specific government functions and services. The Act further provides that a government entity may agree with another local government, state

WATAUGA
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# AGENDA MEMORANDUM

agency, or council of governments to purchase goods and services from that entity. The City currently has an Interlocal Agreement with Tarrant County. Therefore, compliance with the requirements of any of the cooperative or interlocal agreement statutes described in Texas Local Government Code Chapter 791 automatically satisfies the competitive bidding requirements of the state law. There is no charge to any participating entity.

## FINANCIAL IMPLICATIONS:

Funding for the work is through the 2018 Certificates of Obligation - Est. $120,000

## RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council approve authorizing the City Manager to enter into an Amendment to the Interlocal Agreement with the Tarrant County for Street Maintenance

## ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Admendment - ILA - Tarrant County - Watauga 2021-22 Projects
2. GOVERNMENT CODE CHAPTER 791. INTERLOCAL COOPERATION CONTRACTS
3. ILA - Street Maintenance - Tarrant County - FY22 - Signed

## REVIEWED BY:

| | |
|---|---|
| Paul Hackleman, Director of Public Works | Approved - 9/26/2022 |
| David Berman, City Attorney | Approved - 9/26/2022 |
| Sandra Gibson, Director of Finance | Approved - 9/26/2022 |
| Deby Woodard, Assistant Director of Finance | Approved - 9/27/2022 |
| Joshua Jones, City Manager | Approved - 9/27/2022 |
| Linda Proskey, City Secretary | Final Approval - 9/27/2022 |

*Approved as to form for inclusion on Agenda*

**THE STATE OF TEXAS**

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT**

**COUNTY OF TARRANT**

WHEREAS on October 26, 2021, through Court Order 136721, Tarrant County, Texas ("COUNTY") and the City of Watauga ("CITY") entered into an Interlocal Agreement for the COUNTY's assistance to:

- Rehabilitate and Resurface **Kennedy Street** located within the City of Watauga from Kennedy Court to Storm Drive (Approximately 1,375 linear feet).

- Rehabilitate and Resurface **Quail Run** located within the City of Watauga from Judy Drive to Hightower Drive (Approximately 1,342 linear feet).

- Rehabilitate and Resurface **Jerri Lynn Drive** located within the City of Watauga from Chapman Road to Greenfield Drive (Approximately 1,094 linear feet).

- Rehabilitate and Resurface **Pine Street** located within the City of Watauga from Watauga Road to Main Street (Approximately 920 linear feet).

- Rehabilitate and Resurface **Tammy Court** located within the City of Watauga from Greenfield Drive to Cul-de-Sac (Approximately 425 linear feet).

Collectively, hereinafter referred to as the "**Project**".

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

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

NOW, THEREFORE, the COUNTY and the CITY desire to amend the Agreement to extend the term of the Agreement until May 31, 2023 or until the Project is completed whichever occurs first. Either party may terminate this Agreement at any time—either before the expiration of the initial term by providing the other party with 30-days written notice of termination. In the event of termination by either party, neither party shall have any obligations to the other party under this Agreement, except that the CITY is still liable for payment to the COUNTY for any outstanding invoice for the Project.

**TARRANT COUNTY, TEXAS**

______________________________
B. Glen Whitley
COUNTY JUDGE

Date: ________________________

______________________________
Gary Fickes
COMMISSIONER, PRECINCT 3

Date: ________________________

__________________________
Criminal District Attorney's Office*

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

**CITY OF WATAUGA**

______________________________
Andrea Gardner
CITY MANAGER

Date: ______________________

______________________________
Paul Hackleman, P.E.
DIRECTOR OF PUBLIC WORKS

Date: ______________________

Attest:

____________________________

GOVERNMENT CODE

TITLE 7. INTERGOVERNMENTAL RELATIONS

CHAPTER 791. INTERLOCAL COOPERATION CONTRACTS

SUBCHAPTER A. GENERAL PROVISIONS

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

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

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

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

Sec. 791.003. DEFINITIONS. In this chapter:

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

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

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

(A) police protection and detention services;

(B) fire protection;

(C) streets, roads, and drainage;

(D) public health and welfare;

(E) parks and recreation;

(F) library and museum services;

(G) records center services;

(H) waste disposal;

(I) planning;

(J) engineering;

(K) administrative functions;

(L) public funds investment;

(M) comprehensive health care and hospital services; or

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

(4) "Local government" means a:

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

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

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

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

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

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

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1993, 73rd Leg., ch. 823, Sec. 1, eff. Sept. 1, 1993; Acts 2001, 77th Leg., ch. 98, Sec. 1, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 301, Sec. 2, eff. Sept. 1, 2003.
Amended by:
Acts 2005, 79th Leg., Ch. 1317 (H.B. 3384), Sec. 1, eff. June 18, 2005.

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

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

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

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

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

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

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

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

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

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 2001, 77th Leg., ch. 811, Sec. 1, eff. Sept. 1, 2001.
Amended by:
Acts 2005, 79th Leg., Ch. 1337 (S.B. 9), Sec. 16, eff. June 18, 2005.

SUBCHAPTER B. GENERAL INTERLOCAL CONTRACTING AUTHORITY

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

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

(1) state agency, as that term is defined by Section 771.002; or

(2) similar agency of another state.

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

(c) An interlocal contract may be to:

(1) study the feasibility of the performance of a governmental function or service by an interlocal contract; or

(2) provide a governmental function or service that each party to the contract is authorized to perform individually.

(d) An interlocal contract must:

(1) be authorized by the governing body of each party to the contract unless a party to the contract is a municipally owned electric utility, in which event the governing body may establish procedures for entering into interlocal contracts that do not exceed $100,000 without requiring the approval of the governing body;

(2) state the purpose, terms, rights, and duties of the contracting parties; and

(3) specify that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

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

(f) An interlocal contract may be renewed.

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

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

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

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

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

(2) the plans and specifications required under Chapters 1001 and 1051, Occupations Code, have been prepared.

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

Amended by:

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

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

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

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

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

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

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

(1) create an administrative agency;

(2) designate an existing local government; or

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

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

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

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

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

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

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

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

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

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

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

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

1, 2003.

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

(b) The approval must:

(1) be given in a document other than the interlocal contract;

(2) describe the type of project to be undertaken; and

(3) identify the project's location.

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

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

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

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

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

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

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

SUBCHAPTER C. SPECIFIC INTERLOCAL CONTRACTING AUTHORITY

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

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

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

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

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

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

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

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

(b) A political subdivision of the state, by resolution of its governing body, may contract with one or more political subdivisions of the state to participate in the ownership, construction, and operation of a regional jail facility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Amended by:

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

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

(1) water supply or wastewater treatment facilities; or

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

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

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

(d) The contract may:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) jointly undertake a highway project;

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

(3) adjust utilities for the project.

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

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

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

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

(c) The records center may not be used to store a record whose retention period is listed as permanent on a records retention schedule issued by the Texas State Library and Archives Commission under Section 441.158, unless the center meets standards for the care and storage of records of permanent value established by rules adopted by the commission under Section 203.048, Local Government Code.

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

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

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

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

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

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

(c) The agreement must include:

(1) the duration of the agreement, which may not exceed 12 years;

(2) a description of each transportation infrastructure project or proposed project;

(3) a map showing the location of each project and property included in the contract; and

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

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

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

(1) to provide a local match for the acquisition of right-of-way in the territory of the local government; or

(2) for design, construction, operation, or maintenance of transportation facilities in the territory of the local government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 791.035. CONTRACTS WITH INSTITUTIONS OF HIGHER EDUCATION OR UNIVERSITY SYSTEMS. (a) A local government and an institution of higher education or university system may contract with one another to perform any governmental functions and services. If the terms of the contract provide for payment based on cost recovery, any law otherwise requiring competitive procurement does not apply to the functions and services covered by the contract.

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

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

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

Added by Acts 2013, 83rd Leg., R.S., Ch. 1211 (S.B. 1411), Sec. 1, eff. June 14, 2013.
Redesignated from Government Code, Section 791.035 by Acts 2015, 84th Leg., R.S., Ch. 1236 (S.B. 1296), Sec. 21.001(28), eff. September 1, 2015.

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

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

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

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

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

Co# 136721

**THE STATE OF TEXAS**

**INTERLOCAL AGREEMENT**

**COUNTY OF TARRANT**

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

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

- Rehabilitate and Resurface **Kennedy Street** located within the City of Watauga from Kennedy Court to Storm Drive (Approximately 1,3756 linear feet).
- Rehabilitate and Resurface **Quail Run** located within the City of Watauga from Judy Drive to Hightower Drive (Approximately 1,342 linear feet).
- Rehabilitate and Resurface **Jerri Lynn Drive** located within the City of Watauga from Chapman Road to Greenfield Drive (Approximately 1,094 linear feet).
- Rehabilitate and Resurface **Pine Street** located within the City of Watauga from Watauga Road to Main Street (Approximately 920 linear feet).
- Rehabilitate and Resurface **Tammy Court** located within the City of Watauga from Greenfield Drive to Cul-de-Sac (Approximately 425 linear feet).

Collectively, hereinafter referred to as the "**Project**".

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

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this

Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

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

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

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

## TERMS AND CONDITIONS

### 1. COUNTY RESPONSIBILITY

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

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

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

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

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

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

## 2. CITY RESPONSIBILITY

2.1 The CITY will furnish and pay for the actual cost of the materials, including any delivery or freight cost. The CITY will provide a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the CITY for incidental material cost.

2.2 The CITY will pay for one-half of the COUNTY's fuel used to construct this Project. The COUNTY will invoice the CITY for the fuel consumed at the conclusion of the Project.

2.3 The CITY will be responsible for all traffic control necessary to safely construct this project. This responsibility includes all advance notices, signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site. The CITY will be responsible for and provide portable message boards to supplement traffic control as needed.

2.4 The CITY will remove the existing surface and make any necessary roadway repairs and preparations prior to the COUNTY starting work.

2.5 The CITY will adjust all utilities, manholes and valve boxes for this Project.

2.6 The CITY will provide the COUNTY with a hydrant meter and all the water necessary for construction of the Project at no cost to the COUNTY.

2.7 The CITY will provide or pay for any engineering, survey, and laboratory testing required for this Project.

2.8 The CITY will furnish a site for dumping all spoils and waste materials generated during construction of this Project.

2.9 The CITY will provide the material to backfill the pavement edges for this project.

2.10 If required, the CITY will be responsible for the design and development of a Storm Water Pollution Prevention Plan (SWPPP). The CITY further agrees to pay for all cost (including sub-contractor materials, labor and equipment) associated with the implementation of the plan. The COUNTY will be responsible for maintenance of the plan during the duration of the Project. Documentation and record keeping of the SWPPP will be the responsibility of the CITY.

## 3. PROCEDURES DURING PROJECT

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

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

## 4. NO WAIVER OF IMMUNITY

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

## 5. OPTIONAL SERVICES

5.1 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.

5.2 If requested by the CITY, The CITY will reimburse the COUNTY for actual cost of any overtime hours the CITY requires the COUNTY to provide watering the roadway for dust control after regular work hours.

## 6. TIME PERIOD FOR COMPLETION

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

## 7. THIRD PARTY

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

## 8. JOINT VENTURE & AGENCY

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

## 9. EFFECTIVE DATE

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

## 10. TERMINATION

This Agreement will automatically terminate on either September 30, 2022 or on the date the project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that the CITY remains liable to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the project, if any.

**TARRANT COUNTY, TEXAS**

B. Glen Whitley
County Judge

Date: October 26, 2021

Gary Fickes
Commissioner, Precinct 3

Date: October 26, 2021

**CITY OF WATAUGA**

Robert Parker
Interim City Manager

Date: 10/13/2021

Paul Hackleman, P.E.
Director of Public Works

Date: 10-14-21

CITY OF WATAUGA, TEXAS

Attest:

Terri Johnson

APPROVED AS TO FORM*

Criminal District Attorney's Office*
October 26, 2021

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

APPROVED AS TO FORM AND LEGALITY

City Attorney