



AGENDA
WATAUGA CITY COUNCIL
PRE-COUNCIL & REGULAR MEETING
MONDAY, AUGUST 20, 2018
CITY HALL COUNCIL CHAMBER, 7105 WHITLEY ROAD
6:00 PM

REGULAR MEETING TO COMMENCE IMMEDIATELY AFTER PRE-COUNCIL

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)

PRE-COUNCIL (No official action or vote shall be taken by the Council in the Pre-Council Meeting.)

CITY COUNCIL AGENDA DISCUSSION

This item is provided for the City Council to make any recommendation to changes on the agenda, such as removing items from the agenda or moving items from one area to another on the agenda; or making inquiries on posted items. City Council will address motions regarding agenda items being moved or removed during the Regular Meeting (Discussion and Approval of Meeting Agenda).

1. Discussion and questions regarding consent agenda items for regular meeting
2. Discussion and questions regarding regular agenda items for regular meeting

REGULAR COUNCIL MEETING

INVOCATION

PLEDGE TO THE FLAG

PLEDGE TO THE TEXAS FLAG - "Honor the Texas Flag: I pledge allegiance to Thee, Texas, one state under God, one and indivisible"

DISCUSSION AND APPROVAL OF MEETING AGENDA

1. Discussion and action on approval of meeting agenda

CITIZEN'S OPEN FORUM (Individuals requesting to speak during Citizen's Open Forum will be required to complete a "REQUEST TO SPEAK FORM" and present it to the City Secretary prior to commencement of the meeting. Speakers are limited to three minutes. The purpose of this item is to allow citizens an opportunity to address the City Council on issues that are not the subject of a public hearing. Items which require a public hearing will allow citizens or visitors to speak at the time that item is introduced on the agenda. No deliberation or comments will be made with regard to citizen comments and no formal action can be taken by the City Council on items that are not posted on the agenda.)

PRESENTATIONS

1. Presentation of a Proclamation to the City of Watauga recognizing North Pointe Nursing & Rehabilitation on their 15 Year Anniversary
Mayor Patrick Shelbourne
2. Presentation of House Resolution to Watauga Fire Department for achieving Gold Level Readiness Status
State Representative Stephanie Klick

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. Approval of reappointments and resignations for various Board, Committee, Commission, and Corporation Members
Zolaina Parker, City Secretary, TRMC

PUBLIC HEARINGS

1. First Public Hearing for citizen input on the Proposed Tax Rate of \$0.601788 per \$100.00 valuation for Fiscal Year 2018-2019
 - a. Open Public Hearing-allow for staff comments
 - b. Public Comments
 - c. Close Public Hearing
2. Public Hearing for citizen input on the proposed City of Watauga Budget for Fiscal Year 2018-2019
 - a. Open Public Hearing-allow for staff comments
 - b. Public Comments
 - c. Close Public Hearing

NEW BUSINESS

1. Consideration and approval of an ordinance authorizing the issuance of "City of Watauga, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2018"; providing for the payment of said certificates by the levy of an ad valorem tax upon all taxable property within the city and further securing said certificates by a lien on and pledge of the pledged revenues of the system; providing the terms and conditions of said certificates and resolving other matters incident and relating to the issuance, payment, security, sale, and delivery of said certificates, including the approval and distribution of an official statement pertaining thereto; authorizing the execution of a paying agent/registrar agreement and an official bid form; complying with the requirements of the letter of representations previously executed with the depository trust company; authorizing the execution of any necessary engagement agreements with the city's financial advisors and/or bond counsel; and providing an effective date
Sandra Gibson, Director of Finance
Andrea Gardner, City Manager

2. Discussion and action on approval of the Watauga Crime Control and Prevention District Budget for Fiscal Year 2018-2019
Sandra Gibson, Director of Finance
Andrea Gardner, City Manager
3. Discussion and action on approval of an ordinance amending the 2017-2018 Fiscal Year Budget to include additional appropriations of \$120,000 for Street Overlays in the Street Maintenance Fund {CAPTION}
Sandra Gibson, Director of Finance
Andrea Gardner, City Manager
4. Discussion and action on approval of Bid # 18-020 Parts: Water, Sewer, & Utilities to Atlas Utility Supply, Core & Main, Ferguson Waterworks, and Texas Water Products as indicated on the attached tabulation for the initial twelve (12) month term to begin upon approval
Sandra Gibson, Director of Finance
Deby Woodard, Assistant Director of Finance
Andrea Gardner, City Manager
5. Discussion and action on approval of a resolution authorizing the Mayor to negotiate and execute on behalf of the City an agreement by and between the City of Watauga, Texas and IChoosr, LLC., that relates to the Texas Power Switch Program
{CAPTION}
Andrea Gardner, City Manager
6. Discussion of the City Manager's Proposed Budget for Fiscal Year 2018-2019 with possible Council action to change by adding or deleting items to the Proposed Budget prior to formal adoption on September 5, 2018
Andrea Gardner, City Manager

EXECUTIVE SESSION

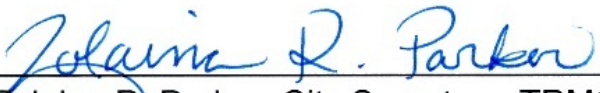
The City Council may announce that it will adjourn the public meeting and convene in Executive Session pursuant to Chapter 551 of the Texas Government Code to discuss any matter as specifically listed on this agenda and/or as permitted by Chapter 551 of the Texas Government Code.

ADJOURNMENT

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, Zolaina R. Parker, City Secretary for the City of Watauga, hereby certify that this agenda was posted on the bulletin boards at City Hall, 7105 Whitley Road, Watauga, Texas, on August 15, 2018, before 6:00 p.m., in accordance with Chapter 551 of the Texas Government Code.


Zolaina R. Parker, City Secretary, TRMC





AGENDA MEMORANDUM

DATE: August 13, 2018

TO: Honorable City Council Members

FROM: Zolaina Parker, City Secretary, TRMC

SUBJECT: Approval of reappointments and resignations for various Board, Committee, Commission, and Corporation Members

BACKGROUND/INFORMATION:

The City of Watauga Home Rule Charter, Section 7.07 provides that Council shall appoint all boards, commissions, and committees.

Reappointments

Recommendation for reappointments:

1. Mr. David Villafuerte - Library Board, Place 2
2. Mrs. Henrietta Egenti-Library Board, Place 4
3. Mr. Brian Beaudry-Library Board, Place 6
4. Mr. James Kite-Zoning Board of Adjustment, Place 2
5. Mrs. Kay Ivey- Planning & Zoning Commission, Place 2
6. Mr. Ron Holland- Planning & Zoning Commission, Place 4

Resignations

Acceptance of Resignation from:

1. Mr. Sergio Molina-Planning and Zoning Commission, Place 6

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

Respectfully recommend approval of resignations and reappointments as presented.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. David Villafuerte
2. Henrietta Egenti



AGENDA MEMORANDUM

3. James Kite
4. Kay Ivey
5. Ron Holland
6. Sergio Molina
7. Brian Beaudry

REVIEWED BY:

Zolaina Parker, City Secretary, TRMC

Final Approval - 08/13/2018



June 20, 2018

David Villafuerte
6132 Nelson Terrace
Watauga, Texas 76148

Dear Mr. Villafuerte:

In October 2017, you volunteered to serve on the Library Board and attend meetings on an as needed basis. Your current term expires on August 31, 2018.

Please indicate below if you are or are not willing to complete an additional two-year term. After marking your selection, sign your name in the space provided and return the form to me as soon as possible. For your convenience, a self-addressed stamped envelope has been provided.

Please note, in order to process your reappointment in an efficient manner this form must be returned within seven (7) days from the date it was initially sent. If it is not received within that time frame, it will be noted that you are not willing to serve an additional term.

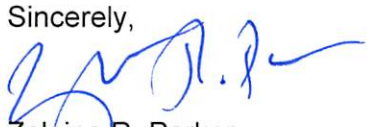
If you choose to serve an additional two-year term, your reappointment will be considered for approval by the City Council at the Regular Meeting scheduled on August 20, 2018.

Should you have any questions or concerns, I can be reached at (817) 514-5825 or by e-mail at zparker@cowtx.org.

- ☒ I am willing to serve an additional two-year term
☐ I am not willing to serve an additional two-year term


David Villafuerte, Place 2

Sincerely,


Zolaina R. Parker
City Secretary

Enclosure

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June 20, 2018

Henrietta Egenti
6913 Bernadine Street
Watauga, Texas 76148

Dear Ms. Egenti:

In August 2016, you volunteered to serve on the Library Board and attend meetings on an as needed basis. Your current term expires on August 31, 2018.

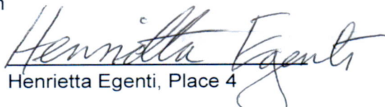
Please indicate below if you are or are not willing to complete an additional two-year term. After marking your selection, sign your name in the space provided and return the form to me as soon as possible. For your convenience, a self-addressed stamped envelope has been provided.

Please note, in order to process your reappointment in an efficient manner this form must be returned within seven (7) days from the date it was initially sent. If it is not received within that time frame, it will be noted that you are not willing to serve an additional term.

If you choose to serve an additional two-year term, your reappointment will be considered for approval by the City Council at the Regular Meeting scheduled on August 20, 2018.

Should you have any questions or concerns, I can be reached at (817) 514-5825 or by e-mail at zparker@cowtx.org.

- ☒ I am willing to serve an additional two-year term
☐ I am not willing to serve an additional two-year term


Henrietta Egenti, Place 4

Sincerely,


Zolaina R. Parker
City Secretary

Enclosure



June 20, 2018

James Kite
5812 Concord Street
Watauga, Texas 76148

Dear Mr. Kite:

In August 2016, you volunteered to serve on the Zoning Board of Adjustment and attend meetings on an as needed basis. Your current term expires on August 31, 2018.

Please indicate below if you are or are not willing to complete an additional two-year term. After marking your selection, sign your name in the space provided and return the form to me as soon as possible. For your convenience, a self-addressed stamped envelope has been provided.

Please note, in order to process your reappointment in an efficient manner this form must be returned within seven (7) days from the date it was initially sent. If it is not received within that time frame, it will be noted that you are not willing to serve an additional term.

If you choose to serve an additional two-year term, your reappointment will be considered for approval by the City Council at the Regular Meeting scheduled on August 20, 2018.

Should you have any questions or concerns, I can be reached at (817) 514-5825 or by e-mail at zparker@cowtx.org.

- ☒ I am willing to serve an additional two-year term
☐ I am not willing to serve an additional two-year term


James Kite, Place 2

Sincerely,


Zolaina R. Parker
City Secretary

Enclosure



June 20, 2018

Kay Ivey
6135 Starnes Road
Watauga, Texas 76148

Dear Ms. Ivey:

In August 2016, you volunteered to serve on the Planning and Zoning Commission and attend meetings on an as needed basis. Your current term expires on August 31, 2018.

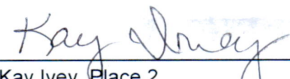
Please indicate below if you are or are not willing to complete an additional two-year term. After marking your selection, sign your name in the space provided and return the form to me as soon as possible. For your convenience, a self-addressed stamped envelope has been provided.

Please note, in order to process your reappointment in an efficient manner this form must be returned within seven (7) days from the date it was initially sent. If it is not received within that time frame, it will be noted that you are not willing to serve an additional term.

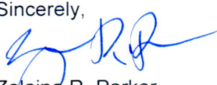
If you choose to serve an additional two-year term, your reappointment will be considered for approval by the City Council at the Regular Meeting scheduled on August 20, 2018.

Should you have any questions or concerns, I can be reached at (817) 514-5825 or by e-mail at zparker@cowtx.org.

- ☒ I am willing to serve an additional two-year term
☐ I am not willing to serve an additional two-year term


Kay Ivey, Place 2

Sincerely,


Zolaina R. Parker
City Secretary

Enclosure



August 7, 2018

Ron Holland
6200 Skylark Lane
Watauga, Texas 76148

Dear Mr. Holland:

In August 2016, you volunteered to serve on the Planning and Zoning Commission and attend meetings on an as needed basis. Your current term expires on August 31, 2018.

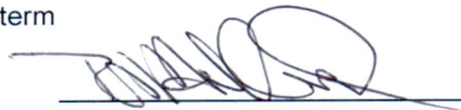
Please indicate below if you are or are not willing to complete an additional two-year term. After marking your selection, sign your name in the space provided and return the form to me as soon as possible. For your convenience, a self-addressed stamped envelope has been provided.

Please note, in order to process your reappointment in an efficient manner this form must be returned within seven (7) days from the date it was initially sent. If it is not received within that time frame, it will be noted that you are not willing to serve an additional term.

If you choose to serve an additional two-year term, your reappointment will be considered for approval by the City Council at the Regular Meeting scheduled on August 20, 2018.

Should you have any questions or concerns, I can be reached at (817) 514-5825 or by e-mail at zparker@cowtx.org.

- ☒ I am willing to serve an additional two-year term
☐ I am not willing to serve an additional two-year term


Ron Holland, Place 4

Sincerely,


Zolaina R. Parker
City Secretary

Enclosure



August 7, 2018

Sergio Molina
5401 Trout Creek Court
Watauga, Texas 76148

Dear Mr. Molina:

In August 2016, you volunteered to serve on the Planning and Zoning Commission and attend meetings on an as needed basis. Your current term expires on August 31, 2018.

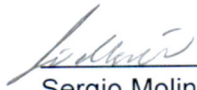
Please indicate below if you are or are not willing to complete an additional two-year term. After marking your selection, sign your name in the space provided and return the form to me as soon as possible. For your convenience, a self-addressed stamped envelope has been provided.

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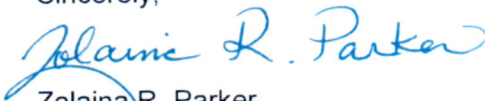
If you choose to serve an additional two-year term, your reappointment will be considered for approval by the City Council at the Regular Meeting scheduled on August 20, 2018.

Should you have any questions or concerns, I can be reached at (817) 514-5825 or by e-mail at zparker@cowtx.org.

- ☐ I am willing to serve an additional two-year term
☒ I am not willing to serve an additional two-year term


Sergio Molina, Place 6

Sincerely,


Zolaina R. Parker
City Secretary

Enclosure



August 1, 2018
Brian Beaudry
Watauga, Texas 76148

Dear Mr. Beaudry,

In June 2018, you volunteered to serve on the Library Board and attend meetings on an as needed basis. Your current term expires on August 31, 2018.

Please indicate below if you are or are not willing to complete an additional two-year term. After marking your selection, sign your name in the space provided and return the form to the address as soon as possible. For your convenience, a self-addressed stamped envelope has been provided.

Please note, in order to process your reappointment in an efficient manner this form must be returned within seven (7) days from the date it was initially sent. If it is not received within that time frame, it will be noted that you are not willing to serve an additional term.

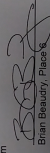
If you choose to serve an additional two-year term, your reappointment will be considered for approval by the City Council at the Regular Meeting scheduled on August 20, 2018.

Should you have any questions or concerns, I can be reached at (817) 514-5825 or by e-mail at zparkes@cowi.net.

- ☒ I am willing to serve an additional two-year term
☐ I am not willing to serve an additional two-year term

Sincerely,

Zolana R. Parker
City Secretary
Enclosure


Brian Beaudry, Placeholder



AGENDA MEMORANDUM

DATE: August 10, 2018

TO: Honorable City Council Members

FROM: Zolaina Parker, City Secretary, TRMC

SUBJECT: First Public Hearing for citizen input on the Proposed Tax Rate of \$0.601788 per \$100.00 valuation for Fiscal Year 2018-2019

BACKGROUND/INFORMATION:

The first Public Hearing for citizen input on the Proposed Tax Rate of \$0.601788 per \$100.00 valuation for Fiscal Year 2018-2019, was duly posted at City Hall and published in the Fort Worth Star Telegram on August 12, 2018.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

Respectfully recommend citizens be allowed to provide input as advertised.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. NOTICE OF TAX RATE

REVIEWED BY:

Zolaina Parker, City Secretary, TRMC

Final Approval - 08/14/2018

NOTICE OF 2018 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF WATAUGA

A tax rate of \$0.601788 per \$100 valuation has been proposed for adoption by the governing body of City of Watauga. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Watauga proposes to use revenue attributable to the tax rate increase for the purpose of For the purpose of providing revenue for police protection programs, purchase of equipment, general cost increases including personnel services, as well as other expenses relating to community needs.

PROPOSED TAX RATE	\$0.601788 per \$100
PRECEDING YEAR'S TAX RATE	\$0.601788 per \$100
EFFECTIVE TAX RATE	\$0.558786 per \$100
ROLLBACK TAX RATE	\$0.602401 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Watauga from the same properties in both the 2017 tax year and the 2018 tax year.

The rollback tax rate is the highest tax rate that City of Watauga may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS
FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Sandra Gibson
City of Watauga, Director of Finance
7105 Whitley Road, Watauga, Texas 76148
817-514-5822
sgibson@wataugatx.org
www.ci.watauga.tx.us

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

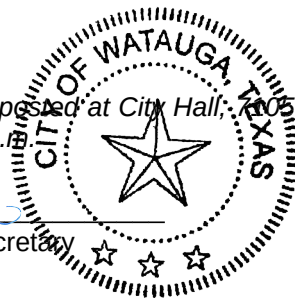
First Hearing: August 20, 2018 at 6:00 p.m., at City Hall, 7105 Whitley Road, Watauga, Texas 76148.

Second Hearing: August 27, 2018 at 6:00 p.m., at City Hall, 7105 Whitley Road, Watauga, Texas 76148.

Published on: Sunday, August 12, 2018 in the Fort Worth Star Telegram.

I, Zolaina R. Parker, City Secretary for the City of Watauga, Texas, hereby certify that this notice was posted at City Hall, 7105 Whitley Road, Watauga, Texas, on the official bulletin board on Thursday, August 9, 2018 before 6:00 p.m.


Zolaina R. Parker, City Secretary





AGENDA MEMORANDUM

DATE: August 14, 2018

TO: Honorable City Council Members

FROM:

THROUGH:

SUBJECT:

- a. Open Public Hearing-allow for staff comments
- b. Public Comments
- c. Close Public Hearing

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



AGENDA MEMORANDUM

DATE: August 10, 2018

TO: Honorable City Council Members

FROM: Zolaina Parker, City Secretary, TRMC

SUBJECT: Public Hearing for citizen input on the proposed City of Watauga Budget for Fiscal Year 2018-2019

BACKGROUND/INFORMATION:

The Public Hearing for citizen input on the proposed City of Watauga Budget for Fiscal Year 2018-2019, was duly posted at City Hall and published in the Fort Worth Star Telegram on August 12, 2018.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

Respectfully recommend citizens be allowed to provide input as advertised.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Budget- PH Notice 08202018

REVIEWED BY:

Zolaina Parker, City Secretary, TRMC

Final Approval - 08/14/2018



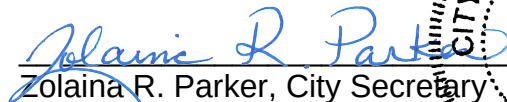
NOTICE OF PUBLIC HEARING FISCAL YEAR 2018-2019 CITY BUDGET

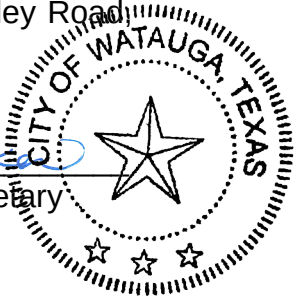
Notice is hereby given that the City Council of the City of Watauga, Texas will hold a Public Hearing on the proposed budget for Fiscal Year October 1, 2018 through September 30, 2019, on Monday, August 20, 2018 during a Regular City Council Meeting, at 6:00 p.m., and on and Monday, August 27, 2018 during a Special City Council Meeting, at 6:00 p.m., in the Council Chamber at City Hall, 7105 Whitley Road, Watauga, Texas, 76148.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$519,597 OR 7.49%, AND OF THAT AMOUNT, \$3,182 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

Published on Sunday, August 12, 2018 in the Fort Worth Star Telegram.

I, Zolaina R. Parker, City Secretary for the City of Watauga, Texas, hereby certify that this notice was posted on the official bulletin board at City Hall, 7105 Whitley Road, Watauga, Texas, on Thursday, August 9, 2018 before 6:00 p.m.


Zolaina R. Parker, City Secretary





AGENDA MEMORANDUM

DATE: August 7, 2018

TO: Honorable City Council Members

FROM: Sandra Gibson, Director of Finance

THROUGH: Andrea Gardner, City Manager
City Manager

SUBJECT: Consideration and approval of an ordinance authorizing the issuance of "City of Watauga, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2018"; providing for the payment of said certificates by the levy of an ad valorem tax upon all taxable property within the city and further securing said certificates by a lien on and pledge of the pledged revenues of the system; providing the terms and conditions of said certificates and resolving other matters incident and relating to the issuance, payment, security, sale, and delivery of said certificates, including the approval and distribution of an official statement pertaining thereto; authorizing the execution of a paying agent/registrar agreement and an official bid form; complying with the requirements of the letter of representations previously executed with the depository trust company; authorizing the execution of any necessary engagement agreements with the city's financial advisors and/or bond counsel; and providing an effective date

BACKGROUND/INFORMATION:

During the 2018-19 Budget process and presentation of Capital Improvement Projects, staff presented information regarding general capital projects and equipment that would best be financed through a debt issuance. These projects include various street projects, park improvements, building improvements, and signage projects. In addition, there are various capital equipment needs to include vehicles and building improvements that are necessary for City operations.

On June 25, 2018, City Council approved a resolution for a Notice of Intention to issue Certificates of Obligation in an amount not to exceed \$7,000,000 for the express purposes of making permanent public improvements and for other public purposes to-wit: (1) constructing, acquiring, purchasing, renovating, equipping, enlarging, and improving City streets (and utilities repair, replacement, and relocation), including street



AGENDA MEMORANDUM

lighting, curbs, gutters, sidewalks, and drainage improvements necessary or incidental thereto; (2) acquiring, purchasing, improving, constructing, renovating, enlarging, extending, equipping, and/or repairing City administrative, public safety, parks, libraries, and recreation facilities; (3) purchasing equipment and vehicles for public safety, parks, maintenance, and other City administrative services; (4) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (5) the payment of professional and employee services related to the design, construction, project management, inspection, consultant services, and financing of the aforementioned projects. The requirements of a Notice of Intention to issue Certificates have been met. Standard and Poor's rating agency has assigned a rating of "AA" to this issuance.

The Certificates of Obligation will be payable from the levy of an ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and from a lien on and pledge of certain revenues derived by the City from the operation of the City's utility system.

If the Ordinance is approved this evening, the issue will close and the funds will be made available to the City on September 19, 2018.

FINANCIAL IMPLICATIONS:

It is estimated that the issuance of these Certificates of Obligation would require debt service payments of approximately \$515,000 annually to begin in FY2018-2019. Final pricing will be determined on August 20, 2018.

RECOMMENDATION/ACTION DESIRED:

Approval of an Ordinance authorizing the issuance of "City of Watauga, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2018"

Motion Language Format:

MOVE TO ADOPT AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF WATAUGA, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018"

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. City Attorney Approval Letter and Ordinance Authorizing Issuance of Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2018



AGENDA MEMORANDUM

REVIEWED BY:

Andrea Gardner, City Manager
Zolaina Parker, City Secretary, TRMC

Approved - 08/13/2018
Final Approval - 08/14/2018

LAW OFFICES
EVANS, DANIEL, MOORE, EVANS, BIGGS & DECKER

(NOT A PARTNERSHIP)

MARK G. DANIEL

BOARD CERTIFIED - CRIMINAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

CRIMINAL TRIAL SPECIALIST-BOARD CERTIFIED
NATIONAL BOARD OF TRIAL ADVOCACY

SUNDANCE SQUARE
115 WEST SECOND STREET, SUITE 202
FORT WORTH, TEXAS 76102

(817) 332-3822
FACSIMILE (817) 332-2763

OF COUNSEL:
TIM EVANS
TIM MOORE
LANCE T. EVANS
WILLIAM R. BIGGS
ANDREW J. DECKER

July 27, 2018

Ms. Sandra Gibson
Director of Finance and Administration
City of Watauga
7105 Whitley Road
Watauga, Texas 76148

Via Email

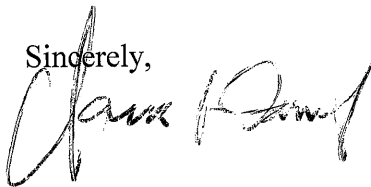
*Re: City of Watauga, Texas Combination Tax and Limited Pledge
Revenue Certificates of Obligation, Series 2018*

Dear Ms. Gibson:

I am in receipt of the draft Ordinance authorizing the issuance of "City of Watauga, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation Series 2018." I have reviewed the draft Ordinance and approve of the same as to form and legality relying on advice and direction of bond counsel and subject to determination of principal amount, applicable interest rate, years of maturity and registered owner. I understand that these items will be finalized and included at the time of consideration and approval by the City Council.

Thank you for your attention to the above and the opportunity to be of assistance. If you have any questions regarding this matter, please do not hesitate to contact my office.

Sincerely,



MARK G. DANIEL
City Attorney for the City of Watauga

MGD/tp

cc: Mayor Pat Shelbourne
Ms. Andrea Gardner, City Manager
Ms. Zolaina R. Parker, City Secretary



AGENDA MEMORANDUM

DATE: August 8, 2018

TO: Honorable City Council Members

FROM: Sandra Gibson, Director of Finance

THROUGH: Andrea Gardner, City Manager
City Manager

SUBJECT: Discussion and action on approval of the Watauga Crime Control and Prevention District Budget for Fiscal Year 2018-2019

BACKGROUND/INFORMATION:

On June 18, 2018, the required Watauga Crime Control and Prevention District Public Hearing was held and the budget was adopted by the Board . The Crime Control and Prevention District FY2018-2019 Budget was accepted by City Council on June 25, 2018 and the required Public Hearing was held on August 6, 2018.

As stated in the Local Government Code, Section 363.205(d), "Not later than the 30th day before the date the fiscal year begins, the governing body shall approve or reject the budget submitted by the Board. The governing body may not amend the budget."

Local Government Code, Section 363.151(d) outlines the allowable expenditures for the Crime Control and Prevention District, "The district may finance all of the costs of a crime control and prevention program, including the costs for personnel, administration, expansion, enhancement, and capital expenditures." The total proposed budgeted appropriations are \$1,732,870.

FINANCIAL IMPLICATIONS:

The Watauga Crime Control and Prevention District Budget as approved by the Board has expenditure appropriations of \$1,732,870.

RECOMMENDATION/ACTION DESIRED:

Approval of the 2018-2019 Fiscal Year Watauga Crime Control and Prevention District Budget as approved by the Board.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. WATAUGA CRIME CONTROL AND PREVENTION DISTRICT FY2018-2019 PROPOSED BUDGET



AGENDA MEMORANDUM

REVIEWED BY:

Andrea Gardner, City Manager
Zolaina Parker, City Secretary, TRMC

Approved - 08/08/2018
Final Approval - 08/14/2018

**PROPOSED
BUDGET
FISCAL YEAR
2018-2019**



WATAUGA

CRIME CONTROL DISTRICT



SPECIAL REVENUE FUNDS

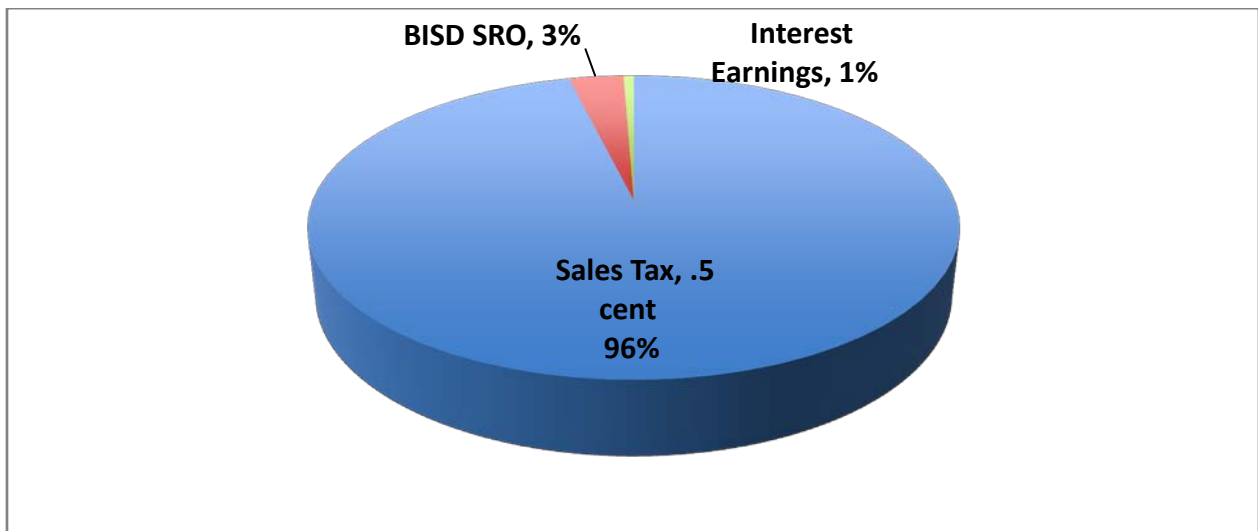
CRIME CONTROL DISTRICT – FUND 18

The Crime Control and Prevention District was established to account for a one-half cent sales tax increase approved by voters on March 23, 1996, for an initial five years. On May 5, 2001, voters extended the sales tax collection for ten more years. The purpose of the increase in sales tax is to enhance law enforcement in Watauga. The additional funding is used to add officers and purchase additional equipment and supplies for law enforcement purposes. A ten-year extension of the sales tax was passed during the November 2010 election.

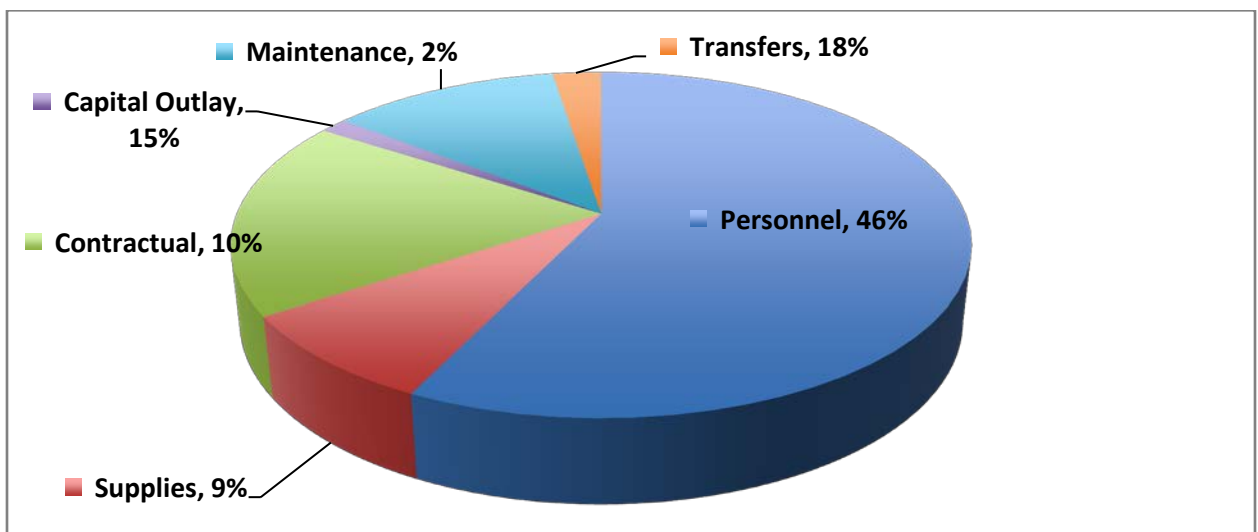
This is a Special Revenue Fund and is used to account for specific revenues that are legally restricted to expenditures for particular purposes. The fund is accounted for on the modified accrual basis of accounting. Revenues are recorded when available and measurable, and expenditures are recorded when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

Sales tax revenue for FY2018-19 is expected to be \$1,436,000. Revenues are projected to be approximately 1% lower than the FY2017-18 Budget.

Where Does the Money Come From?

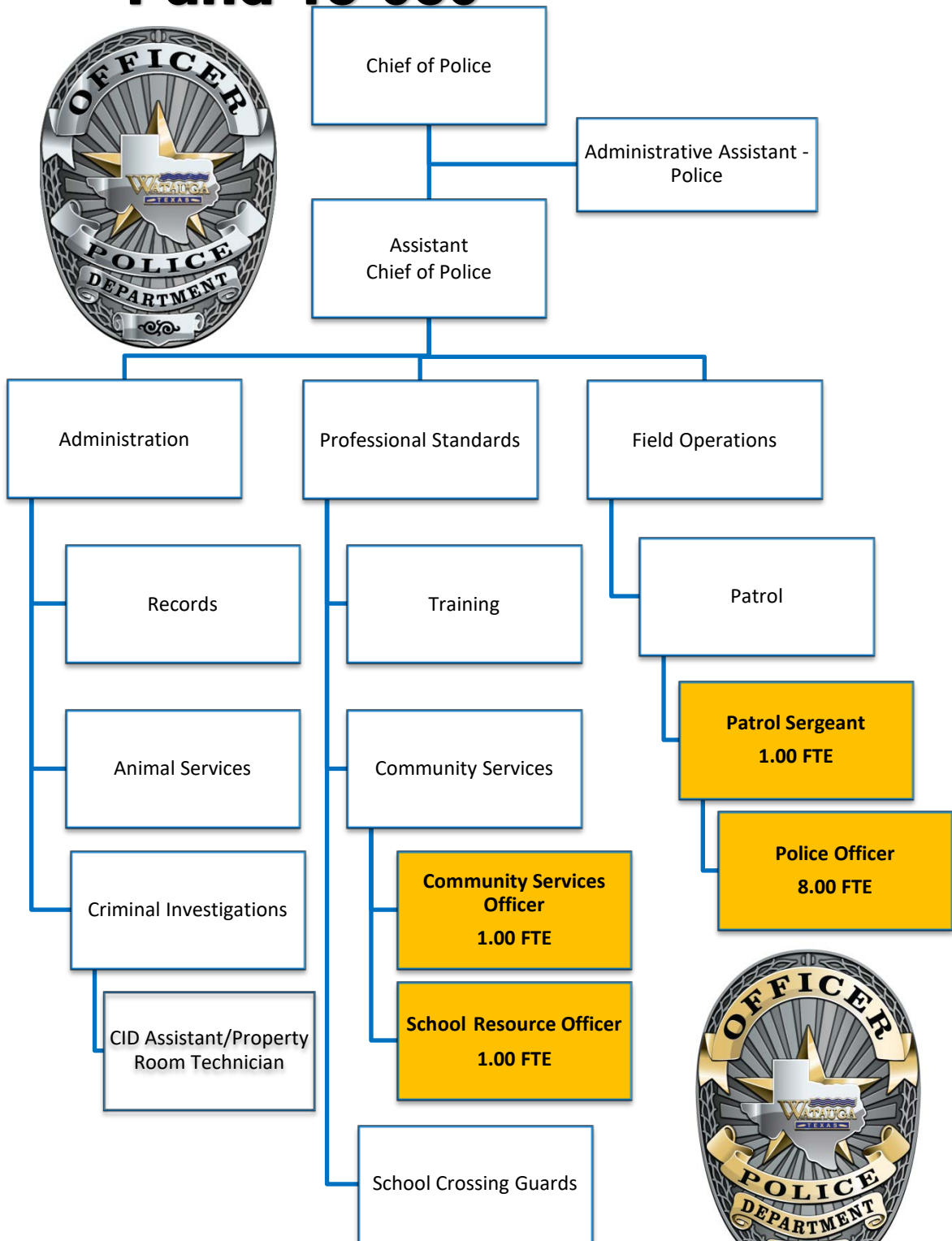


Where Does the Money Go?



Crime Control District

Fund 18-080



SPECIAL REVENUE FUNDS

CRIME CONTROL DISTRICT BUDGET SUMMARY - FUND 18

			PROJECTED YEAR		BUDGET	%CHANGE
	2015-16 Actual	2016-2017 Actual	2017-18 Budget	2017-18 Estimate	2018-19 Budget	FY2018-19 VS2017-18
Fund Balance, October 1	\$1,245,941	\$1,098,418	\$1,222,618	\$1,233,129	\$698,509	
<u>Revenues:</u>						
Sales Taxes	1,446,654	1,435,448	1,450,000	1,436,000	1,436,000	-1%
BISD SRO	47,494	44,114	48,000	0	48,000	0%
Interest Earnings/Other	16,942	6,539	3,500	12,000	9,000	157%
Operating Revenues	\$ 1,511,090	\$ 1,486,101	\$ 1,501,500	\$ 1,448,000	\$ 1,493,000	-1%
Total Available Resources	\$ 2,757,031	\$ 2,584,519	\$ 2,724,118	\$ 2,681,129	\$ 2,191,509	-19.6%
<u>Expenditures:</u>						
Operating Expenditures	1,507,009	1,273,966	1,619,428	1,546,620	1,664,370	2.8%
Capital Outlay	37,662	48,611	49,358	39,000	24,500	-50.4%
Total Expenditures	1,544,671	1,322,577	1,668,786	1,585,620	1,688,870	1.2%
<u>Operating Transfers-Out</u>						
To General Fund	28,942	28,813	29,000	29,000	29,000	0.0%
To Capital Projects	0.00	0.00	0.00	0	0.00	0.0%
To Internal Service Fund	85,000	0	368,000	368,000	15,000	-95.9%
Total Operating Transfers-Out	113,942	28,813	397,000	397,000	44,000	-88.9%
TOTAL OPERATING & TRANSFERS	\$ 1,658,613	\$ 1,351,390	\$ 2,065,786	\$ 1,982,620	\$ 1,732,870	-16.1%
Fund Balance, September 30	\$1,098,418	\$1,233,129	\$658,332	\$698,509	\$458,639	
CHANGE IN FUND BALANCE	(\$147,523)	\$134,711	(\$564,286)	(\$534,620)	(\$239,870)	
Fund Balance Policy Min @ 20%					\$338,674	

SPECIAL REVENUE FUNDS

DEPARTMENT: POLICE

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

LOCATION:

7101 Whitley Road
Watauga, Texas 76148

HOURS OF OPERATION:

24 hours a day

MISSION / PROGRAMS / SERVICES:

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

FY2017-2018 HIGHLIGHTS / ACCOMPLISHMENTS:

- Maintained the Texas Police Chief's Association Recognition
- Accrued close to 2,000 volunteer hours (VIPS)
- Utilized specially trained officers in crime enforcement and prevention such as a Bike Patrol
- Implemented a workout room for all police employees
- Implemented the "Coffee with Cops" program
- Participated in the Back to School program distributing over 1,000 backpacks
- Implemented new in-car computers for all vehicles
- Created the Crossing Guard Coordinator position
- Deployed a new K-9 unit

FY2018-2019 GOALS/ OBJECTIVES:

- Obtain full staffing to ensure quick and effective response to community needs
- Obtain and assign needed personnel to meet the increasing needs of the community
- Continuation of ongoing commitment to be prudent stewards of public funds while providing for the safety of the community through effective and efficient use of available and affordable technologies
- Continue succession planning and career development to identify and support employee and department goals
- Create planned responses and prevention of crime using available resources and technology

MAJOR BUDGETARY ISSUES AND OPERATIONAL TRENDS:

- Staffing levels continue to be an issue due to fewer officers and acceptable candidate applications
- Maintaining personnel salaries within market
- Aging fleet replacements in a continuing effort to create a safe environment for the public and staff

SPECIAL REVENUE FUNDS

DEPARTMENT: POLICE						
DIVISION / ACTIVITY: WATAUGA CRIME CONTROL AND PREVENTION DISTRICT - FUND 18						
EXPENDITURES	2014-2015 ACTUAL	2015-2016 ACTUAL	2016-2017 ACTUAL	2017-2018 BUDGET	2017-2018 ESTIMATED	2018-2019 BUDGET
Personnel	\$874,586	\$966,361	\$775,532	\$933,500	\$878,900	\$994,000
Supplies	\$168,614	\$138,487	\$127,289	\$181,500	\$167,500	\$147,500
Maintenance	\$151,823	\$175,037	\$172,581	\$198,608	\$196,600	\$206,000
Contractual/Sundry	\$166,466	\$222,638	\$198,809	\$305,820	\$303,620	\$316,870
Capital Outlay	\$15,451	\$42,148	\$48,365	\$49,358	\$39,000	\$24,500
Transfers	\$103,500	\$113,942	\$28,813	\$397,000	\$397,000	\$44,000
TOTAL	\$1,480,440	\$1,658,613	\$1,351,389	\$2,065,786	\$1,982,620	\$1,732,870
PERSONNEL						
Officer	4.00	4.00	9.00	8.00	9.00	9.00
Sergeant	1.00	1.00	1.00	1.50	1.50	1.00
Traffic Enforcement	3.00	3.00	0.00	0.00	0.00	0.00
Community Resources Officer	0.00	0.00	0.00	1.00	0.00	0.00
School Resource Officer (SRO)	1.00	1.00	1.00	1.00	1.00	1.00
CID Secretary/Property Tech	0.00	0.00	1.00	0.00	0.00	0.00
TOTAL	9.00	9.00	12.00	11.50	11.50	11.00
PERFORMANCE MEASURES / SERVICE LEVELS						
Input / Demand			Actual 16-17	Budget 17-18	Estimated 17-18	Budget 18-19
Number of Sworn Police Officers			11	11.50	11.50	11.00
Efficiency Measures / Impact			Actual 16-17	Budget 17-18	Estimated 17-18	Budget 18-19
M&O Budget per Capita			\$55.51	\$84.23	\$80.84	\$71.18
M&O Percentage of City Budget			2.76%	4.76%	4.56%	3.53%
Number of Sworn Officers Per 1000 Population from WCCPD			0.37	0.47	0.47	0.45
Effectiveness Measures / Outcomes		Goals	Actual 16-17	Budget 17-18	Estimated 17-18	Budget 18-19
SRO Presentations		1,3,5	0	15	10	18
SRO Student Contacts		1,3,5	0	450	392	450
Area School Events/Contacts		1,3,5	10	5	6	10
Explorer Post Meetings		1,3,5	41	48	45	47
Explorer Post Meetings Training Hours		1,3,5	700	720	1,620	2,115
Crime Prevention Training - Community Svc.		1,3,5	20	50	50	90
Business Contacts - Community Svc.		1,3,4,5	100	250	100	175
Neighborhood Watch Mtgs - Community Svc.		1,3,5	15	15	15	35
Inoperable Vehicle Warnings Issued		1,2,3,5	200	200	150	200
Inoperable Vehicles Towed		1,2,3,5	25	25	18	25
VIPS Hours		1,2,3,5	1,800	1,800	2,200	2,600
Town Hall Meetings		1,2,3,4,5	1	1	1	1



SPECIAL REVENUE FUNDS

SIGNIFICANT BUDGET CHANGES

Fiscal Year 2018-19 Compared to Fiscal Year 2017-18

DEPARTMENT: POLICE				
DIVISION / ACTIVITY: CRIME CONTROL DISTRICT - FUND 18-080				
DESCRIPTION	CATEGORY	ONE-TIME	ON-GOING	CHANGE EXPLANATION
Personnel	Personnel Services		\$43,500	Salary adjustments/step increases/TIPS/longevity adjustment
Certification Pay	Personnel Services		\$8,000	Partial new expanded funding - Fit for Duty Incentive pay
Medical Insurance	Personnel Services		\$7,500	Estimated 9% health insurance increase
Dependent Health Supp.	Personnel Services		\$1,500	Increased usage
Wearing Apparel	Supplies	(\$34,000)		FY2017-18 new expanded funding (vests)
Software Maintenance	Maintenance		\$7,392	Budget allocation adjustment based on expenses
Communications	Contractual/Sundry		\$8,000	FY2018-19 new expanded funding - based on expenses
Special Services	Contractual/Sundry		\$2,500	Budget allocation adjustment based on expenses
Travel Expenses	Contractual/Sundry		\$1,000	Budget allocation adjustment based on expenses
Dues & Subscriptions	Contractual/Sundry		\$1,500	Budget allocation adjustment based on expenses
Lease/Purchase Costs	Contractual/Sundry	(\$1,950)		Equipment Replacement Fund transfer adjustment
Computer Hardware	Capital Outlay	(\$32,358)		FY2017-18 new expanded funding (mobile recording)
Other Equipment	Capital Outlay	\$4,000		FY2018-19 new expanded funding (interview room AV)
Other Equipment	Capital Outlay	\$3,500		FY2018-19 new expanded funding (fitness area)
Transfer to Internal Svcs	Transfers	(\$259,000)		FY2017-18 new expanded funding (vehicle replacements)
Transfer to Internal Svcs	Transfers	(\$79,000)		FY2017-18 new expanded funding (in car computers)
Transfer to Internal Svcs	Transfers	(\$30,000)		FY2017-18 new expanded funding (VIPS vehicle)
Transfer to Internal Svcs	Transfers	\$15,000		FY2018-19 new expanded funding (bldg. security upgrade)
TOTALS:		(\$413,808)	\$80,892	

(\$332,916) NET INCREASE/DECREASE

SPECIAL REVENUE FUNDS

FY2018-19 NEW AND EXPANDED PROGRAM REQUESTS

POLICE - CRIME CONTROL DISTRICT FUND 18-080

Rank	Item	One-Time FY2018-19	On-Going and/or Amort.	Total Requested	Funded Amount		Account Category
1	Police Patrol Vehicles (4 units)	\$ 240,000	\$ -	\$ 240,000	\$ 240,000	F	2018 CO Funding
2	K-9 Vehicle	\$ 65,000	\$ -	\$ 65,000	\$ 65,000	F	2018 CO Funding
3	Communications Increase		\$ 8,000	\$ 8,000	\$ 8,000	F	Communications
4	CID Vehicle - Ford F150	\$ 35,000	\$ 5,250	\$ 40,250	\$ 40,250	F*	Equip. Replacement/ Transfers
5	Interview Room A/V Equipment	\$ 4,000		\$ 4,000	\$ 4,000	F	Other Equipment
6	Building Security Video Upgrade	\$ 15,000	\$ 1,800	\$ 16,800	\$ 16,800	F	Equip. Replacement/ Transfers
7	Fitness Area	\$ 7,500		\$ 7,500	\$ 3,500	P	Other Equipment
8	Fit for Duty Incentive Pay		\$ 16,000	\$ 16,000	\$ 8,000	P	Certification Pay
9	Corporal Positions		\$ 86,000	\$ 86,000		U	Consider with General Fund
TOTAL		\$ 366,500	\$ 117,050	\$ 483,550	\$ 385,550		

* \$35,000 funded through ERF

F = FUNDED (INCLUDED IN BUDGET TOTALS)
T = TO BE DETERMINED (NOT INCLUDED IN BUDGET TOTALS)
C = IN CURRENT BUDGET YEAR
P = PARTIALLY FUNDED REQUEST
U = UNFUNDED

NEW/EXPANDED BUDGET WORKSHEET**FISCAL YEAR: 2018-2019**

DEPARTMENT: Police - Crime Control District
PROGRAM TITLE: Police Patrol Vehicles - 5 units
REQUEST TYPE: One-Time & On-Going **RANKING:** 1
FUND/DEPT: 22-080 **GOAL #:** 2
FULL FY2018-2019 ONE-TIME COST: \$240,000 Equip. Replacement
ANY ON-GOING FUTURE COSTS: \$57,600 5 year life
FULL FY2018-2019 SAVINGS OFFSET:
LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST: 139,145,146,147
RECOMMENDATION FOR DISPOSITION: Salvage/Auction

PROGRAM DESCRIPTION

New/expanded request for the continuing patrol vehicle replacement program of a total of 5 units that are scheduled for replacement in fiscal year 2018-19. This request is at least partially funded by equipment replacement funds.

SAVINGS/BENEFITS

Five current patrol vehicles are scheduled for replacement due to mileage in fiscal year 2018-19. Replacing these vehicles as scheduled will reduce maintenance expenses and increase reliability of patrol vehicles to ensure the safety of our officers in the performance of their duties as emergency first responders.

CONSEQUENCES OF NOT FUNDING PROGRAM

Increasing maintenance expenses in an effort to maintain a high level of safety and reliability of the existing older vehicles.

EXPENSE IMPACT

ACCOUNT NUMBER	ACCOUNT NAME	FY2018-2019 ONE-TIME EXPENSE	ON-GOING EXPENSE
22-080-85130	Motor Vehicles	\$240,000	
5 year amort.			\$57,600
	TOTALS:	\$240,000	\$57,600

SAVINGS IMPACT/OFFSET

ACCOUNT NUMBER	ACCOUNT NAME	FY2018-2019 SAVINGS	ON-GOING SAVINGS
	TOTALS:	\$0	\$0

NEW/EXPANDED BUDGET WORKSHEET**FISCAL YEAR:****2018-2019****DEPARTMENT:** Police - Crime Control District**PROGRAM TITLE:** K-9 Vehicle**REQUEST TYPE:** One-Time & On-Going**RANKING:** 2**FUND/DEPT:** 22-080**GOAL #:** 2**FULL FY2018-2019 ONE-TIME COST:** \$65,000

Equip. Replacement

ANY ON-GOING FUTURE COSTS: \$15,600

5 year life

FULL FY2018-2019 SAVINGS OFFSET:**LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:**

Unit # 148

RECOMMENDATION FOR DISPOSITION: Salvage/Auction**PROGRAM DESCRIPTION**

New/expanded request for replacement of the current K-9 vehicle. This replacement request is at least partially funded by equipment replacement fund and scheduled for replacement in fiscal 2018-19.

SAVINGS/BENEFITS

The current K-9 unit is scheduled for replacement due to mileage in fiscal year 2018-19. Replacing this vehicle as scheduled will reduce maintenance expenses and provide an increase in the reliability and safety features of the vehicle in order to provide the adequate protection and safety of our K-9, Kai.

CONSEQUENCES OF NOT FUNDING PROGRAM

Increasing maintenance expenses of the current unit and increased potential for failure of the protection and safety system that protect our K-9.

EXPENSE IMPACT

<i>ACCOUNT NUMBER</i>	<i>ACCOUNT NAME</i>	<i>FY2018-2019 ONE-TIME EXPENSE</i>	<i>ON-GOING EXPENSE</i>
22-080-85130	Motor Vehicles	\$65,000	
5 year amort.			\$15,600
	TOTALS:	\$65,000	\$15,600

SAVINGS IMPACT/OFFSET

<i>ACCOUNT NUMBER</i>	<i>ACCOUNT NAME</i>	<i>FY2018-2019 SAVINGS</i>	<i>ON-GOING SAVINGS</i>
	TOTALS:	\$0	\$0

NEW/EXPANDED BUDGET WORKSHEET**FISCAL YEAR:****2018-2019****DEPARTMENT:** Police - Crime Control District**PROGRAM TITLE:** Communications Increase**REQUEST TYPE:** On-Going**RANKING:** 3**FUND/DEPT:** 18-080**GOAL #:** 2**FULL FY2018-2019 ONE-TIME COST:****ANY ON-GOING FUTURE COSTS:** \$8,000**FULL FY2018-2019 SAVINGS OFFSET:****LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:****RECOMMENDATION FOR DISPOSITION:****PROGRAM DESCRIPTION**

This request is for an increase in the communications line item budget due. This increase is needed due to the extended laptop phone service in the vehicles and the ipad connections. This budget line incorporates these items as well as cell stipend/acquisitions for senior staff.

SAVINGS/BENEFITS

The communications budget has historically been over budget for several years and the increase is needed to ensure the budget will adequately provide funding for the connectivity and communications of the police department.

CONSEQUENCES OF NOT FUNDING PROGRAM

If the communications budget is not increased it will continue to be over budget as the police department struggles to maintain the appropriate connectivity and communications.

EXPENSE IMPACT

<i>ACCOUNT NUMBER</i>	<i>ACCOUNT NAME</i>	<i>FY2018-2019 ONE-TIME EXPENSE</i>	<i>ON-GOING EXPENSE</i>
18-080-74010	Communications		\$8,000
	TOTALS:	\$0	\$8,000

SAVINGS IMPACT/OFFSET

<i>ACCOUNT NUMBER</i>	<i>ACCOUNT NAME</i>	<i>FY2018-2019 SAVINGS</i>	<i>ON-GOING SAVINGS</i>
	TOTALS:	\$0	\$0

NEW/EXPANDED BUDGET WORKSHEET**FISCAL YEAR: 2018-2019**

DEPARTMENT: Police - Crime Control District
PROGRAM TITLE: CID Vehicle - Ford F150 Truck (4 door)
REQUEST TYPE: One-Time & On-Going **RANKING:** 4
FUND/DEPT: 22-080 **GOAL #:** 2
FULL FY2018-2019 ONE-TIME COST: \$35,000 Equip. Replacement
ANY ON-GOING FUTURE COSTS: \$5,250 8 year life
FULL FY2018-2019 SAVINGS OFFSET:
LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST: Unit # 92,121
RECOMMENDATION FOR DISPOSITION: Salvage/Auction

PROGRAM DESCRIPTION

This request is for one unmarked vehicle to be used by the Criminal Investigations Division. This vehicle will replace two units that are 10+ years old and are rarely used by the police department.

SAVINGS/BENEFITS

Purchasing this vehicle would provide an attractive and mechanically reliable vehicle for detectives and staff while representing the City of Watauga and the police department. This one vehicle would adequately replace two vehicles that are currently assigned to CID, both of which are well over 10 years old and rarely used. Additionally, both of these vehicles are frequently in need of maintenance or repair and have severe paint damage and rust.

CONSEQUENCES OF NOT FUNDING PROGRAM

The use of these two vehicles is avoided if at all possible due to potential break downs, embarrassing appearance, overall lack of modern technology and outdated styling.

EXPENSE IMPACT

<i>ACCOUNT NUMBER</i>	<i>ACCOUNT NAME</i>	<i>FY2018-2019 ONE-TIME EXPENSE</i>	<i>ON-GOING EXPENSE</i>
22-080-85130	Motor Vehicles	\$35,000	
8 year amort.			\$5,250
	TOTALS:	\$35,000	\$5,250

SAVINGS IMPACT/OFFSET

<i>ACCOUNT NUMBER</i>	<i>ACCOUNT NAME</i>	<i>FY2018-2019 SAVINGS</i>	<i>ON-GOING SAVINGS</i>
	TOTALS:	\$0	\$0

NEW/EXPANDED BUDGET WORKSHEET**FISCAL YEAR: 2018-2019**

DEPARTMENT: Police - Crime Control District
PROGRAM TITLE: Interview room AV equipment update
REQUEST TYPE: One-Time **RANKING:** 5
FUND/DEPT: 18-080 **GOAL #:** 2
FULL FY2018-2019 ONE-TIME COST: \$4,000
ANY ON-GOING FUTURE COSTS:
FULL FY2018-2019 SAVINGS OFFSET:
LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST: Existing equipment
RECOMMENDATION FOR DISPOSITION: Salvage/Auction

PROGRAM DESCRIPTION

New expanded request to update the existing A/V recording system located in the interview room. This update is needed due to age and reliability. In addition, the existing equipment is no longer supported by the manufacturer. Interviews and interrogations are required to be recorded for use in criminal cases to prove no coercion or force was used.

SAVINGS/BENEFITS

Failure to update this equipment will result in more time taken to conduct interviews as we will be forced to enter into an agreement with another agency in order to utilize their facility for recordings.

CONSEQUENCES OF NOT FUNDING PROGRAM**EXPENSE IMPACT**

<i>ACCOUNT NUMBER</i>	<i>ACCOUNT NAME</i>	<i>FY2018-2019 ONE-TIME EXPENSE</i>	<i>ON-GOING EXPENSE</i>
18-080-85170	Other Equipment	\$4,000	
	TOTALS:	\$4,000	\$0

SAVINGS IMPACT/OFFSET

<i>ACCOUNT NUMBER</i>	<i>ACCOUNT NAME</i>	<i>FY2018-2019 SAVINGS</i>	<i>ON-GOING SAVINGS</i>
	TOTALS:	\$0	\$0

NEW/EXPANDED BUDGET WORKSHEET**FISCAL YEAR:****2018-2019****DEPARTMENT:** Police - Crime Control District**PROGRAM TITLE:** Building security video upgrade**REQUEST TYPE:** One-Time & On-Going**RANKING:** 6**FUND/DEPT:** 22-080**GOAL #:** 2**FULL FY2018-2019 ONE-TIME COST:** \$15,000

Equip. Replacement

ANY ON-GOING FUTURE COSTS: \$1,800

10 year life

FULL FY2018-2019 SAVINGS OFFSET:**LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:**

existing equipment

RECOMMENDATION FOR DISPOSITION: Salvage/Auction**PROGRAM DESCRIPTION**

This new expanded request is for the police department building security upgrade including video interior and exterior surveillance equipment. The current system is analog based, outdated, and in place with the existing building. The current system produces a poor image and is not reliable.

SAVINGS/BENEFITS

Upgrading the video system will provide an increased ability to monitor the building surroundings and improve employee safety.

CONSEQUENCES OF NOT FUNDING PROGRAM**EXPENSE IMPACT**

<i>ACCOUNT NUMBER</i>	<i>ACCOUNT NAME</i>	<i>FY2018-2019 ONE-TIME EXPENSE</i>	<i>ON-GOING EXPENSE</i>
22-080-85170	Other Equipment	\$15,000	
10 year amort.			\$1,800
	TOTALS:	\$15,000	\$1,800

SAVINGS IMPACT/OFFSET

<i>ACCOUNT NUMBER</i>	<i>ACCOUNT NAME</i>	<i>FY2018-2019 SAVINGS</i>	<i>ON-GOING SAVINGS</i>
	TOTALS:	\$0	\$0

NEW/EXPANDED BUDGET WORKSHEET**FISCAL YEAR:****2018-2019****DEPARTMENT:** Police - Crime Control District**PROGRAM TITLE:** Fitness Area**REQUEST TYPE:** One-Time**RANKING:** 7**FUND/DEPT:** 18-080**GOAL #:** 6**FULL FY2018-2019 ONE-TIME COST:** \$7,500**ANY ON-GOING FUTURE COSTS:****FULL FY2018-2019 SAVINGS OFFSET:****LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:** Misc workout equipment**RECOMMENDATION FOR DISPOSITION:** Salvage/Auction**PROGRAM DESCRIPTION**

New/expanded request to expand the current workout room with the purchase of equipment that is specifically for certain workout procedures such as yoga balls, machine handles, mirrors, etc.

SAVINGS/BENEFITS

Increased opportunities for the improvement of employee health by providing additional ways to workout.

CONSEQUENCES OF NOT FUNDING PROGRAM**EXPENSE IMPACT**

<i>ACCOUNT NUMBER</i>	<i>ACCOUNT NAME</i>	<i>FY2018-2019 ONE-TIME EXPENSE</i>	<i>ON-GOING EXPENSE</i>
18-080-85170	Other Equipment	\$7,500	
	TOTALS:	\$7,500	\$0

SAVINGS IMPACT/OFFSET

<i>ACCOUNT NUMBER</i>	<i>ACCOUNT NAME</i>	<i>FY2018-2019 SAVINGS</i>	<i>ON-GOING SAVINGS</i>
	TOTALS:	\$0	\$0

NEW/EXPANDED BUDGET WORKSHEET**FISCAL YEAR:****2018-2019****DEPARTMENT:** Police - Crime Control District**PROGRAM TITLE:** Fit for Duty incentive**REQUEST TYPE:** On-Going**RANKING:** 8**FUND/DEPT:** 18-080**GOAL #:** 6**FULL FY2018-2019 ONE-TIME COST:****ANY ON-GOING FUTURE COSTS:** \$16,000**FULL FY2018-2019 SAVINGS OFFSET:****LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:****RECOMMENDATION FOR DISPOSITION:****PROGRAM DESCRIPTION**

New/ expanded program request for sworn staff incentive pay in an effort to maintain a level of fitness for duty. This is for \$100 per month (\$1,200 maximum annual) to officers that achieve a ranking of 75% or better on their rowing evaluation. Evaluations will be completed every 6 months (January and July). Expenses are calculated based on 11.5 FTE positions in the Crime Control budget.

SAVINGS/BENEFITS

In maintaining a high standard of physical condition an officer is less likely to become ill and will have increased stamina that is crucial in their position as police officers. At this time we have 7 officers established and a total of 23 officers at the 50th percentile or higher within the entire police department.

CONSEQUENCES OF NOT FUNDING PROGRAM

With the added incentive, officers will be motivated to maintain a physically fit condition and be prepared for duty with the decreased potential of illness and injury.

EXPENSE IMPACT

ACCOUNT NUMBER	ACCOUNT NAME	FY2018-2019 ONE-TIME EXPENSE	ON-GOING EXPENSE
18-080-40250	Personnel Services		\$16,000
	TOTALS:	\$0	\$16,000

SAVINGS IMPACT/OFFSET

ACCOUNT NUMBER	ACCOUNT NAME	FY2018-2019 SAVINGS	ON-GOING SAVINGS
	TOTALS:	\$0	\$0

PERSONNEL NEW/EXPANDED BUDGET WORKSHEET					
FISCAL YEAR: 2018-2019					
DEPARTMENT:	Police - Crime Control District				
POSITION TITLE:	Corporal Positions				
POSITION TYPE:	Full Time	RANKING:		9	
FUND/DEPT:	18-080	01-080	GOAL #:		2
FY2017-2018 COST:	\$86,000		CCD - \$86,000		
ANTICIPATED SAVINGS OFFSET:	GF - \$126,000				
POSITION DESCRIPTION					
This request is for the creation of five (5) Police Corporal positions to be utilized in Patrol. This would not require additional personnel. This ranked position would further provide a path of growth and promotion opportunities and allow for a definitive line of supervision. The cost of the program includes policy defined compensation adjustments for supervisors in positions higher in rank.					
SAVINGS/BENEFITS					
The addition of the Corporal position will provide for increased responsible first line supervision and accountability. The supervision will provide a professional response to citizens and officers with the presence of a trained supervisor. It will also eliminate the					
CONSEQUENCES OF NOT FUNDING POSITION					
Not funding this program will continue the use of the most senior person acting in a supervisory capacity. This program is an identified need and long-term goal of the department.					
SALARY EXPENSE IMPACT/FORECAST					
ACCOUNT NAME	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023
Supervision	\$75,000	\$77,250	\$79,568	\$81,955	\$84,413
Retirement	\$9,750	\$10,043	\$10,344	\$10,654	\$10,974
Medical	\$0	\$0	\$0	\$0	\$0
Dental	\$0	\$0	\$0	\$0	\$0
Vision	\$0	\$0	\$0	\$0	\$0
Group Life/LTD	\$300	\$309	\$318	\$328	\$338
Medicare	\$1,000	\$1,030	\$1,061	\$1,093	\$1,126
One-time Expenditures	SEE PAGE TWO FOR DETAILS				
TOTALS:	\$86,050	\$88,632	\$91,290	\$94,029	\$96,850



AGENDA MEMORANDUM

DATE: August 7, 2018

TO: Honorable City Council Members

FROM: Sandra Gibson, Director of Finance

THROUGH: Andrea Gardner, City Manager
City Manager

SUBJECT: Discussion and action on approval of an ordinance amending the 2017-2018 Fiscal Year Budget to include additional appropriations of \$120,000 for Street Overlays in the Street Maintenance Fund
{CAPTION}

BACKGROUND/INFORMATION:

Section 102.01 of the Local Government Code allows the City Council to make changes in the FY2017-18 Budget for municipal purposes.

In the Street Maintenance Fund, the 2017-2018 Budget includes \$600,000 for Asphalt Overlays (Acct #14-090-85720). The Tarrant County Interlocal Agreement approved by the City Council on January 29, 2018 included an estimated project cost of \$535,732.76 for asphalt, milling, barricades, testing, fuel and a 10% contingency. During the curb and gutter replacement phase of the work, more replacement work was needed than originally estimated. In order to complete the project as designated, an additional \$120,000 in funding is requested. Fund balance reserves are available for this request.

Below are the details of the budget amendment request:

<u>Line Item</u>	<u>Original Budget</u>	<u>Proposed Amendment</u>	<u>Proposed Amended Budget</u>
Street Overlays	\$600,000	\$120,000	\$720,000

FINANCIAL IMPLICATIONS:

An additional \$120,000 in appropriations in the Street Maintenance Fund (14). Fund balance reserves are available.

RECOMMENDATION/ACTION DESIRED:

Approval of an Ordinance amending the 2017-2018 Fiscal Year Budget to increase



AGENDA MEMORANDUM

appropriations in the Street Maintenance Fund by \$120,000.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. City Attorney Letter and Budget Amendment Ordinance Street Maintenance

REVIEWED BY:

Andrea Gardner, City Manager
Zolaina Parker, City Secretary, TRMC

Approved - 08/09/2018
Final Approval - 08/14/2018

LAW OFFICES
EVANS, DANIEL, MOORE, EVANS, BIGGS & DECKER
(NOT A PARTNERSHIP)

MARK G. DANIEL

BOARD CERTIFIED - CRIMINAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

CRIMINAL TRIAL SPECIALIST-BOARD CERTIFIED
NATIONAL BOARD OF TRIAL ADVOCACY

SUNDANCE SQUARE
115 WEST SECOND STREET, SUITE 202
FORT WORTH, TEXAS 76102

(817) 332-3822
FACSIMILE (817) 332-2763

OF COUNSEL:
TIM EVANS
TIM MOORE
LANCE T. EVANS
WILLIAM R. BIGGS
ANDREW J. DECKER

August 8, 2018

Via Email

Ms. Sandra Gibson
Director of Finance and Administration
City of Watauga
7105 Whitley Road
Watauga, Texas 76148

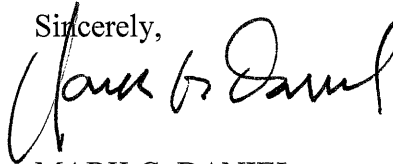
Re: Ordinance regarding 2017-2018 Fiscal Year Budget

Dear Ms. Gibson:

Pursuant to your request, I have reviewed the above referenced Ordinance by the City Council for the City of Watauga approving an increase in appropriations in the 2017-2018 Fiscal Year Budget pursuant to Section 102.010 of the Local Government Code. I approve of this Ordinance and would recommend that the same be submitted to the Council for consideration at its next City Council meeting.

Thank you for your attention to the above and the opportunity to be of assistance. If you have any questions regarding this matter, please do not hesitate to contact my office.

Sincerely,



MARK G. DANIEL
City Attorney for the City of Watauga

MGD/tp

cc: Mayor Pat Shelbourne
Ms. Andrea Gardner, City Manager
Ms. Zolaina R. Parker City Secretary

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS THAT APPROVES AN INCREASE IN APPROPRIATIONS IN THE 2017-2018 FISCAL YEAR'S BUDGET PER SECTION 102.010 OF THE LOCAL GOVERNMENT CODE, PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 102.010 of the Local Government Code allows the City Council of the City of Watauga to make changes in the Fiscal Year 2017-18 budget for municipal purposes; and

WHEREAS, after a full and final consideration, the City Council is of the opinion that the budget should be amended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS, THAT:

SECTION 1.

An increase of appropriations in Street Maintenance Fund (Fund 14) as follows:

Increase of appropriations in the Street Maintenance Fund (Fund 14) in the amount of \$120,000 in account #14-090-85720. The additional appropriations will provide needed funding for FY2017-18 Street Overlay Projects.

SECTION 2.

The 2017-2018 City of Watauga Budget is hereby amended to reflect the increase of appropriations listed above.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

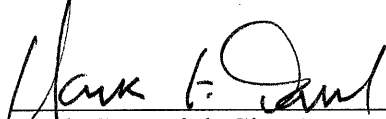
PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this 20th day of August, 2018.

Patrick Shelbourne, Mayor

ATTEST:

Zolaina Parker, City Secretary

APPROVED AS TO FORM AND LEGALITY:



Mark G. Daniel, City Attorney



AGENDA MEMORANDUM

DATE: August 7, 2018

TO: Honorable City Council Members

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

THROUGH: Andrea Gardner, City Manager

SUBJECT: Discussion and action on approval of Bid # 18-020 Parts: Water, Sewer, & Utilities to Atlas Utility Supply, Core & Main, Ferguson Waterworks, and Texas Water Products as indicated on the attached tabulation for the initial twelve (12) month term to begin upon approval

BACKGROUND/INFORMATION:

Notice of the City's intent to bid for Parts: Water, Sewer, & Utilities was in the Star Telegram, as required by State statute, and posted on the City website and Demandstar. Nineteen (19) vendors were contacted and requested to participate in the bid process. All documents pertaining to this bid were posted on the City website and Demandstar allowing availability for all interested vendors. A total of four (4) bids were received and opened at 10:00 AM on Friday, July 20, 2018.

Bids were evaluated by Public Works Water/Sewer Division, Finance Utilities Division, and Purchasing. Award recommendations are to best value bids meeting specifications. The City awards to the lowest responsible vendor or to the vendor who provides goods or services at the best value for the City, price and other factors considered, per Texas Local Government Code Chapter 252.043.

The term of Bid # 18-020 Parts: Water, Sewer & Utilities is a twelve (12) month period upon City Council approval, with an option for two (2) twelve (12) month renewal periods upon the agreement of both vendor(s) and City representatives and final City Council approval. The City is not obligated to renew this bid after the initial twelve (12) month period.

FINANCIAL IMPLICATIONS:

Funds are budgeted in the Equipment Replacement Fund and the Water & Sewer Utility Enterprise Funds.

The exact costs associated with this action are unknown at this time. This action simply



AGENDA MEMORANDUM

sets the price for the items for the approved period. Orders are placed on an as-needed basis by the departments.

RECOMMENDATION/ACTION DESIRED:

Request approval by City Council of Bid # 18-020 Parts: Water, Sewer & Utilities as presented on the enclosed tabulation to Atlas Utility Supply, Core & Main, Ferguson Waterworks, and Texas Water Products for the initial twelve (12) month period to begin upon Council approval.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. 18-020 Parts - Water Sewer and Utilities 2

REVIEWED BY:

Sandra Gibson, Director of Finance
Andrea Gardner, City Manager
Zolaina Parker, City Secretary, TRMC

Approved - 08/08/2018
Approved - 08/08/2018
Final Approval - 08/14/2018

BID# 18-020 - PARTS: SEWER, WATER and UTILITES
JULY 20, 2018

Item #	Item Description	QTY		Atlas Utility Supply Company			Core & Main LP			Ferguson Waterworks			Texas Water Products		
				Unit	Extended	Brand/Part Number	Unit	Extended	Brand/Part Number	Unit	Extended	Brand/Part Number	Unit	Extended	Brand/Part Number
1	M-25 Badger Meter (5/8" x 3/4")	800	ea	\$70.50	\$56,400.00	Badger M25	NO BID			NO BID			NO BID		
2	Jumbo Meter Box #DFW 1600.21.1. Black Lid (no reader lid) (16 x 22 x 12)	100	ea	\$29.35	\$2,935.00	DFW1600.12.1	\$28.20	\$2,820.00	DFW1600.12.1	\$27.49	\$2,749.00	DFW	\$29.80	\$2,980.00	DFW PLASTICS
3	Jumbo Meter Box #DFW 1500.21.1. Black Lid (no reader lid) (16 x 22 x 12)	20	ea	\$29.35	\$587.00	DFW1600.12.1	\$28.20	\$564.00	DFW1600.12.1	\$27.49	\$549.80	DFW	\$29.80	\$596.00	DFW PLASTICS
4	Meter Lid - #DFW1500.1 - Solid (No Reader Lid)	100	ea	\$11.35	\$1,135.00	DFW1500.1.LID	\$10.14	\$1,014.00	DFW1500.1.LID	\$10.09	\$1,009.00	DFW	\$10.75	\$1,075.00	DFW PLASTICS
5	Meter Box - #DFW1200.1 - Meter Box w/Solid Lid	7	ea	\$15.75	\$110.25	DFW1200.12.1	\$14.94	\$104.58	DFW1200.12.1	\$14.90	\$104.30	DFW	\$15.80	\$110.60	DFW PLASTICS
6	Meter Lid - DFW1200.1 - Solid Lid (No Reader Lid)	15	ea	\$6.75	\$101.25	DFW1200.1.LID	\$6.15	\$92.25	DFW1200.1.LID	\$7.84	\$117.60	DFW	\$7.50	\$112.50	DFW PLASTICS
7	Concrete Meter Box Lid - DFW 39C-1 (14 3/8 x 16 3/8)	30	ea	\$33.50	\$1,005.00	DFW39C.1 poly-lid retrofit concrete box	\$32.05	\$961.50	DFW39C-1- LID	\$30.34	\$910.20	DFW	\$33.90	\$1,017.00	DFW PLASTICS
8	Solid Plastic Meter Box Lid #DFWA2C-1 Intercontinental Rectangular (18 3/8 x 13 3/8)	25	ea	\$49.50	\$1,237.50	Lid #DFWA2C-1	\$40.77	\$1,019.25	DFWA2C-1 CUSTOM-LID	\$44.00	\$1,100.00	DFW	\$43.10	\$1,077.50	DFW PLASTICS
9	Meter w/Test Plug (2") - Badger	5	ea	\$595.00	\$2,975.00	Badger 2" Model:M-170	NO BID			NO BID			NO BID		
10	Meter Spud Adapter - Short. Ford #C38-23-1.625	100	ea	\$8.50	\$850.00	Ford #C38-23-1.625	\$7.81	\$781.00	FORD C38-23-1.625-NL	\$8.55	\$855.00	FORD	\$8.60	\$860.00	FORD/C38-23-1.625-NL
11	Meter Spud Adapter - Medium. Ford #C38-23-2	30	ea	\$8.50	\$255.00	Ford #C38-23-2	\$7.81	\$273.35	FORD C38-23-2-NL	\$8.55	\$256.50	FORD	\$8.60	\$258.00	FORD/C38-23-2-NL
12	Meter Spud Adapter - Long. Ford #C38-23-2.5	30	ea	\$8.50	\$255.00	Ford #C38-23-2.5	\$7.81	\$273.35	FORD C38-23-2.5-NL	\$8.55	\$256.50	FORD	\$8.60	\$258.00	FORD/C38-23-2.5-NL
13	Short Riser Ford #VB42-7W	5	ea	\$84.00	\$420.00	Ford #VB42-7W	\$77.41	\$3,870.50	FORD VB42-7W-NL	\$84.55	\$422.75	FORD	\$84.75	\$423.75	FORD/VB42-7W-NL
14	Tall Riser Ford #VB42-12W	5	ea	\$87.85	\$439.25	#VB42-12W	\$80.87	\$4,043.50	FORD VB42-12W-NL	\$88.35	\$441.75	FORD	\$88.55	\$442.75	FORD/VB42-12W-NL
15	Setter - Ford #VB72-7W-11-33	1	ea	\$95.85	\$95.85	Ford #VB72-7W-11-33	\$88.23	\$88.23	FORD VB72-7W-11-33-NL	\$96.40	\$96.40	FORD	\$96.60	\$96.60	FORD/VB72-7W-11-33-NL
16	Ball Valve Straight Curb Stop. Ford #B11-233W (5/8" X 3/4" X 3/4")	30	ea	\$29.00	\$870.00	Ford #B11-233W	\$27.06	\$811.80	FORD B11-233W-NL	\$29.55	\$886.50	FORD	\$29.65	\$889.50	FORD/B11-233W-NL
17	Angle Ball Valve 90 - Degree Curb Stop. Ford #BA13-232W (5/8" X 3/4 X 3/4")	30	ea	\$32.00	\$960.00	Ford #BA13-232W	\$30.35	\$910.50	FORD BA13-232W-NL	\$33.15	\$994.50	FORD	\$33.25	\$1,995.00	FORD/B11-232W-NL
18	PVC 22-bend Coupling (4" x 4")	5	ea	\$8.65	\$43.25	GPK	\$5.87	\$29.35	VARIES	\$6.80	\$34.00	MULTIFITTING	\$6.10	\$30.50	MULTI-FITTING
19	PVC 45-degree Coupling (4" x 4")	25	ea	\$8.65	\$216.25	GPK	\$5.87	\$146.75	VARIES	\$6.80	\$170.00	MULTIFITTING	\$6.10	\$152.50	MULTI-FITTING
20	PVC 22-bend Coupling (6" x 6")	4	ea	\$17.00	\$68.00	GPK	\$11.55	\$46.20	VARIES	\$13.35	\$53.40	MULTIFITTING	\$12.00	\$48.00	MULTI-FITTING
21	PVC 45-degree Coupling (6" x 6")	5	ea	\$17.55	\$87.75	GPK	\$11.92	\$59.60	VARIES	\$13.75	\$68.75	MULTIFITTING	\$12.40	\$62.00	MULTI-FITTING
22	PVC 22-degree Coupling (8" x 8")	4	ea	\$49.00	\$196.00	GPK	\$33.66	\$134.64	VARIES	\$38.85	\$155.40	MULTIFITTING	\$34.95	\$139.80	MULTI-FITTING
23	PVC Tees (6" x 6" x 4")	1	ea	\$29.40	\$29.40	GPK	\$19.94	\$19.94	VARIES	\$23.00	\$23.00	MULTIFITTING	\$20.75	\$20.75	MULTI-FITTING
24	PVC Tees (8" x 8" x 4")	1	ea	\$45.40	\$45.40	GPK	\$30.80	\$30.80	VARIES	\$35.55	\$35.55	MULTIFITTING	\$32.00	\$32.00	MULTI-FITTING
25	PVC Tees (6" x 6" x 6")	1	ea	\$30.00	\$30.00	GPK	\$23.39	\$23.39	VARIES	\$27.00	\$27.00	MULTIFITTING	\$24.30	\$24.30	MULTI-FITTING
26	PVC Rubber Sewer Boot (3" x 3")	10	ea	\$5.00	\$50.00	GPK	\$3.02	\$30.20	VARIES	\$2.95	\$29.50	FERNCO	\$4.35	\$43.50	FERNCO
27	Rubber Sewer Boot (3" concrete x 4" PVC)	24	ea	\$13.35	\$320.40	GPK	\$4.06	\$97.44	VARIES	\$3.95	\$94.80	FERNCO	\$4.75	\$114.00	FERNCO
28	PVC Rubber Sewer Boot (3" x 4")	10	ea	\$20.50	\$205.00	GPK	\$4.06	\$40.60	VARIES	\$3.95	\$39.50	FERNCO	\$4.75	\$47.50	FERNCO
29	Rubber Sewer Boot (6" clay x 6" PVC)	10	ea	\$13.55	\$135.50	IS102-66 6X6 CLAY TO CI/PVC	\$7.00	\$70.00	VARIES	\$7.85	\$78.50	FERNCO	\$9.35	\$93.50	FERNCO
30	PVC Rubber Sewer Boot (8" x 8")	10	ea	\$20.50	\$205.00	IS156-88 8X8 CI/PVC TO CI/PVC	\$10.84	\$108.40	VARIES	\$12.05	\$120.50	FERNCO	\$14.95	\$149.50	FERNCO
31	Rubber Sewer Boot (8" clay x 8" PVC)	5	ea	\$22.25	\$111.25	IS102-88 8X8 CLAY TO CI/PVC	\$10.84	\$54.20	VARIES	\$12.05	\$60.25	FERNCO	\$14.20	\$71.00	FERNCO

Item #	Item Description	QTY		Atlas Utility Supply Company			Core & Main LP			Ferguson Waterworks			Texas Water Products		
				Unit	Extended	Brand/Part Number	Unit	Extended	Brand/Part Number	Unit	Extended	Brand/Part Number	Unit	Extended	Brand/Part Number
32	Rubber Clean Out Caps w/Band (4")	10	ea	\$3.00	\$30.00	ISSC-400 4 SEAL CAPS	\$3.00	\$30.00	VARIES	\$2.40	\$24.00	FERNCO	\$2.45	\$24.50	FERNCO
33	Rubber Clean Out Caps w/Band (3")	10	ea	\$2.40	\$24.00	ISSC-300 3 SEAL CAPS	\$2.50	\$25.00	VARIES	\$1.85	\$18.50	FERNCO	\$1.95	\$19.50	FERNCO
34	Liquid Tracing Dye (Sewer Dye) Yellow (per 16oz. bottles)	10	ea	NO BID			\$15.00	\$150.00	VARIES	\$23.50	\$235.00	KINGSCOTE	\$17.45	\$174.50	NORLAB, INC.
35	Quadex 50lb Hydra-Plug Waterstop (5 gallon bucket)	10	ea	NO BID			\$36.00	\$360.00	QUADEX	\$31.35	\$313.50	PROSELECT	\$40.00	\$400.00	QUADEX
36	Cherne Gripper Plugs with Wingnut (6")	30	ea	NO BID			\$14.45	\$433.50	CHERNE	\$15.05	\$451.50	CHERNE	\$21.00	\$630.00	CHERNE
37	Sewer Manhole Rainguards (24")	30	ea	\$42.00	\$1,260.00	RSWV24 24" RAINSTOPPER WITH VENT HOLE	\$29.25	\$877.50	VARIES	\$36.40	\$1,092.00	LF MANUFACTURING	\$38.00	\$1,140.00	KNUTSON
38	Sewer Manhole Lids - with logo (24")	20	ea	\$205.00	\$4,100.00	V1342C71LID D	\$177.10	\$3,542.00	BHFI	\$193.15	\$3,863.00	BASS & HAYS	\$162.00	\$3,240.00	BASS & HAYS
39	Sewer Manhole Rings (24")	20	ea	\$190.50	\$3,810.00	V1324RING	\$165.29	\$3,305.80	BHFI	\$180.30	\$3,606.00	BASS & HAYS	\$162.00	\$3,240.00	BASS & HAYS
40	Sewer Manhole Rings (30")	5	ea	\$210.00	\$1,050.00	VRM30RING	\$181.29	\$906.45	BHFI	\$197.75	\$988.75	BASS & HAYS	\$188.35	\$941.75	BASS & HAYS
41	Sewer Manhole Lids - with logo (30")	5	ea	\$205.00	\$1,025.00	VRM30LID72	\$175.18	\$875.90	BHFI	\$191.05	\$955.25	BASS & HAYS	\$205.00	\$1,025.00	BASS & HAYS
42	Bolt Down Manhole Lid & Rings - with Logo (24")	5	ea	\$432.00	\$2,160.00	V2342WTC01 No Logo	\$375.57	\$1,877.85	BHFI	\$391.85	\$1,959.25	NO LOGO	\$470.00	\$2,350.00	BASS & HAYS
43	Bolt Down Manhole Lid & Rings - with Logo (30")	5	ea	\$460.00	\$2,300.00	VRM30WTBF-12	\$399.48	\$1,997.40	BHFI	\$416.80	\$2,084.00	BASS & HAYS	\$375.00	\$1,875.00	BASS & HAYS
44	Sewer Pipe (10") (per stick)	1	ea	NO BID			\$87.92	\$87.92	VARIES - 14FT	\$71.82	\$71.82	DIAMOND	\$76.86	\$76.86	14' JT./VARIOUS
45	Sewer Pipe (12") (per stick)	1	ea	NO BID			\$126.00	\$126.00	VARIES - 14FT	\$102.76	\$102.76	DIAMOND	\$110.46	\$110.46	14' JT./VARIOUS
46	Mueller # H-15403 Brass Fitting - no lead (1/2" compression x compression)	10	ea	NO BID			\$15.30	\$153.00	FORD C44-11-NL	\$17.70	\$177.00	MUELLER	\$16.75	\$167.50	FORD/C44-11G-NL
47	Mueller # H-15451 Brass Fitting - no lead (3/4" female x compression)	5	ea	NO BID			\$12.66	\$63.60	FORD C14-33-W-NL	\$14.35	\$71.75	MUELLER	\$13.85	\$69.25	FORD/C14-33G-NL
48	Mueller # H-15530 Brass Fitting - no lead (3/4" 90-degree compression x male)	5	ea	NO BID			\$13.18	\$65.90	FORD L84-33-Q-NL	\$12.10	\$60.50	MUELLER	\$14.45	\$72.25	FORD/L14-33G-NL
49	Ford # C38-23-2.5 Straight Meter Coupling no lead (2 1/2")	5	ea	\$8.50	\$42.50	Ford # C38-23-2.5	\$7.81	\$39.05	FORD C38-23-2.5-NL	\$8.55	\$42.75	FORD	\$8.60	\$43.00	FORD/C38-23-2.5-NL
50	Ford # C38-23-3 Straight Meter Coupling (3") no lead	2	ea	\$10.00	\$20.00	Ford # C38-23-3	\$9.47	\$18.94	FORD C38-23-3-NL	\$10.35	\$20.70	FORD	\$10.40	\$20.80	FORD/C38-23-3NL
51	Ford # C38-23-1.625 Short Meter Coupling no lead	50	ea	\$8.50	\$425.00	Ford # C38-23-1.625	\$7.81	\$390.50	FORD C38-23-1.625-NL	\$8.55	\$427.50	FORD	\$8.60	\$430.00	FORD/C38-23-1.625-NL
52	Anchor Coupling Adapter (6" x 18") - MJ Fitting	20	ea	NO BID			\$163.47	\$3,269.40	VARIES - DOMESTIC	\$156.35	\$3,127.00	TYLER UNION	\$159.00	\$3,180.00	TYLER/STAR-DOMESTIC
53	Mueller # B-24350 Brass Stop - no lead (3/4" compression x swivel stop)	10	ea	NO BID			\$36.15	\$361.50	FORD B43-232W-Q-NL	\$58.40	\$584.00	MUELLER	\$40.50	\$405.00	FORD/B43-232WG-NL
54	Mueller # B-24351 Brass Stop - no lead (3/4" female x swivel stop)	10	ea	NO BID			\$30.02	\$300.20	FORD B13-232W-NL	\$51.90	\$519.00	MUELLER	\$53.85	\$538.50	FORD/B41-232W-NL
55	Mueller # H-15403 Brass Fitting - no lead (3/4" compression x compression)	20	ea	NO BID			\$14.66	\$293.20	FORD C44-33-Q-NL	\$15.30	\$306.00	MUELLER	\$18.20	\$364.00	FORD/C44-33G-NL
56	Mueller # H-15526 90-degree Brass Fitting no lead (3/4" compression x compression)	10	ea	NO BID			\$18.94	\$189.40	FORD L44-33-Q-NL	\$18.80	\$188.00	MUELLER	\$20.75	\$207.50	FORD/L44-33G-NL
57	Mueller # B-25170 Brass Stop - no lead (1" female x 3/4" compression)	24	ea	NO BID			\$57.09	\$1,370.16	FORD B41-344W-Q-NL	\$55.25	\$1,326.00	MUELLER	\$63.20	\$1,516.80	FORD/B41-334WG-NL
58	Mueller # B-25146 Brass Stop - no lead (3/4" compression x compression)	20	ea	NO BID			\$54.85	\$1,097.00	FORD B44-333W-Q-NL	\$27.90	\$1,158.00	MUELLER	\$61.35	\$1,227.00	FORD/B44-33WG-NL
59	Mueller # H-15451 Brass Fitting - no lead (3/4" female x compression)	10	ea	NO BID			\$12.66	\$126.60	FORD C14-33-Q-NL	\$13.40	\$134.00	MUELLER	\$13.85	\$138.50	FORD/C14-33G-NL
60	Mueller # B-24265 90-degree Curb Stop for setter - no lead	25	ea	NO BID			\$55.41	\$1,385.25	FORD BA13-332W-NL	\$55.70	\$1,392.50	MUELLER	\$34.15	\$853.75	FORD/BA13-232W-NL
61	Mueller # H-15533 Brass Fitting 90-degree no lead (3/4" compression x female)	30	ea	NO BID			\$17.07	\$512.10	FORD L14-33-Q-NL	\$19.40	\$585.00	MUELLER	\$18.70	\$561.00	FORD/L14-33G-NL
62	Mueller # H-15428 Brass Fitting - no lead (1" male x 3/4" compression)	10	ea	NO BID			\$13.14	\$131.40	FORD C84-43-Q-NL	\$13.65	\$136.50	MUELLER	\$14.70	\$147.00	FORD/C84-43G-NL
63	Mueller # H-15528 Brass Fitting 45-degree no lead (compression x compression)	5	ea	NO BID			\$21.34	\$106.70	FORD LA44-33-Q-NL	\$34.60	\$173.00	MUELLER	\$23.90	\$119.50	FORD/LA44-33G-NL
64	Mueller # B-24350 Brass Swivel Stop no lead (1" compression x swivel stop)	10	ea	NO BID			\$81.82	\$818.20	FORD B43-444W-Q-NL	\$86.35	\$863.50	MUELLER	\$90.50	\$905.00	FORD/B43-444WG-NL

Item #	Item Description	QTY		Atlas Utility Supply Company			Core & Main LP			Ferguson Waterworks			Texas Water Products		
				Unit	Extended	Brand/Part Number	Unit	Extended	Brand/Part Number	Unit	Extended	Brand/Part Number	Unit	Extended	Brand/Part Number
65	Mueller # H-15451 Brass Fitting - no lead (3/4" compression x 1" female)	10	ea	NO BID			\$15.06	\$150.60	FORD C14-43-Q-NL	\$15.70	\$157.00	MUELLER	\$16.85	\$168.50	FORD/C14-343G-NL
66	Mueller # H-15403 Brass Fitting - no lead (1" compression x 3/4" compression)	3	ea	NO BID			\$17.02	\$51.06	FORD C44-34-Q-NL	\$16.90	\$50.70	MUELLER	\$18.65	\$55.95	FORD/C44-34G-NL
67	Mueller # H-15528 Brass Fitting 45-degree no lead (1" compression x compression)	24	ea	NO BID			\$37.03	\$888.72	FORD LA44-44-Q-NL	\$41.55	\$997.20	MUELLER	\$41.45	\$994.80	FORD/LA44-44G-NL
68	Mueller # H-15534 Brass Fitting 45-degree no lead (1" compression x female)	5	ea	NO BID			\$37.44	\$187.20	FORD LA14-44-Q-NL	\$39.00	\$195.00	MUELLER	\$41.90	\$209.50	FORD/LA14-44G-NL
69	Mueller # B-20200 Brass Stop - no lead (1" female x female)	10	ea	NO BID			\$65.89	\$658.90	FORD B11-444W-NL	\$69.50	\$695.00	MUELLER	\$73.05	\$730.50	FORD/B11-444W-NL
70	Mueller # H-15403 Brass Fitting - no lead 1" compression x compression	30	ea	NO BID			\$16.76	\$502.80	FORD C44-44-Q-NL	\$16.70	\$501.00	MUELLER	\$18.35	\$550.50	FORD/C44-44
71	Mueller # B-25146 Brass Stop - no lead (1" compression x compression)	20	ea	NO BID			\$81.60	\$1,632.00	FORD B44-444W-Q-NL	\$86.10	\$1,722.00	MUELLER	\$89.35	\$1,787.00	FORD/B44-444WG-NL
72	Mueller # B-25170 Brass Stop - no lead (1" compression x female)	5	ea	NO BID			\$73.35	\$366.75	FORD B41-444W-Q-NL	\$77.40	\$387.00	MUELLER	\$81.25	\$406.25	FORD/B41-444WG-NL
73	Mueller # H-15526 90-degree Brass Fitting no lead (1" compression x compression)	25	ea	NO BID			\$24.33	\$608.25	FORD L44-44-Q-NL	\$24.15	\$603.75	MUELLER	\$26.65	\$666.25	FORD/L44-44G-NL
74	Mueller # H-15451 Brass Fitting - no lead (1" compression x female)	20	ea	NO BID			\$17.18	\$343.60	FORD C14-44-Q-NL	\$19.20	\$384.00	MUELLER	\$18.80	\$376.00	FORD/C14-44G-NL
75	Mueller # B-24350 Brass Straight Stop no lead (1" compression x swivel)	5	ea	NO BID			\$81.82	\$409.10	FORD B43-444W-Q-NL	\$86.35	\$431.75	MUELLER	\$90.50	\$905.00	FORD/B43-444WG-NL
76	Mueller # B-20200 Brass Stop - no lead (1 1/2" female x female)	2	ea	NO BID			\$133.14	\$266.28	FORD B11-666W-NL	\$141.70	\$283.40	MUELLER	\$146.70	\$293.40	FORD/B11-666W-NL
77	Mueller # H-15428 Brass Fitting - no lead (1 1/2" male x compression)	2	ea	NO BID			\$39.03	\$78.06	FORD C84-66-Q-NL	\$41.00	\$82.00	MUELLER	\$42.75	\$85.50	FORD/C84-66G-NL
78	Mueller # B-24276 Brass Curb Stop 90-degree no lead (2" compression x flange)	2	ea	NO BID			\$267.67	\$535.34	FORD BFA43-777W-Q-NL	\$256.50	\$513.00	MUELLER	\$293.05	\$586.10	FORD/BFA43-777WG-NL
79	Mueller # H-15403 Brass Coupling - no lead (2" compression x compression)	10	ea	NO BID			\$75.72	\$757.20	FORD C44-77-Q-NL	\$79.50	\$795.00	MUELLER	\$82.90	\$829.00	FORD/C44-77G-NL
80	Mueller # H-15364 Brass U-Branch - no lead (1" male x 3/4")	10	ea	NO BID			\$63.22	\$632.20	MUELLER H15364N	\$65.32	\$653.20	MUELLER	\$34.05	\$340.50	FORD/U88-43-6.5-NL
81	Ford # VB42-7W Brass Riser	5	ea	\$84.00	\$420.00	Ford # VB42-7W	\$77.41	\$387.05	FORD VB42-7W-NL	\$84.55	\$422.75	FORD	\$84.75	\$423.75	FORD/VB42-7W-NL
82	Water Pipe C-900 (16") (per stick)	1	ea	NO BID			\$710.00	\$710.00	VARIES- 20FT	\$652.00	\$652.00	DIAMOND	\$560.80	\$560.80	VARIOUS
83	45-degree Cast Iron Mechanical Joint (6")	2	ea	NO BID			\$93.41	\$186.82	VARIES - DOMESTIC	\$89.35	\$178.70	TYLER UNION	\$91.00	\$182.00	TYLER/STAR-DOMESTIC
84	Cast Iron Tee (6") MJ x MJ x Flanged	2	ea	NO BID			\$177.48	\$354.96	VARIES - DOMESTIC	\$169.75	\$339.50	TYLER UNION	\$173.00	\$346.00	TYLER/STAR-DOMESTIC
85	Cast Iron Reducer (8" x 6") MJ Fitting	2	ea	NO BID			\$108.98	\$217.96	VARIES - DOMESTIC	\$104.20	\$208.40	TYLER UNION	\$106.00	\$212.00	TYLER/STAR-DOMESTIC
86	Cast Iron Anchor 90-degree (8") - MJ Fitting	2	ea	NO BID			\$555.78	\$1,111.56	VARIES - DOMESTIC	\$373.75	\$747.50	TYLER UNION	\$162.00	\$324.00	TYLER/STAR-DOMESTIC
87	Cast Iron Anchor 45-degree (8") - MJ Fitting	1	ea	NO BID			NO BID			NO BID			\$129.00	\$129.00	TYLER/STAR-DOMESTIC
88	Cast Iron Tee (8") MJ x MJ x Flange	1	ea	NO BID			\$325.38	\$325.38	VARIES - DOMESTIC	\$311.20	\$311.20	TYLER UNION	\$318.00	\$318.00	TYLER/STAR-DOMESTIC
89	Cast Iron Straight Anchor (4") MJ Fitting	2	ea	NO BID			\$115.20	\$230.40	VARIES - DOMESTIC	\$110.15	\$220.30	TYLER UNION	\$112.00	\$224.00	TYLER/STAR-DOMESTIC
90	Cast Iron Tee (8" x 8" x 6") MJ x MJ x Flange	2	ea	NO BID			\$224.97	\$449.94	VARIES - DOMESTIC	\$215.15	\$430.30	TYLER UNION	\$219.00	\$438.00	TYLER/STAR-DOMESTIC
91	Cast Iron Tee (4" x 4" x 4") MJ x MJ x Flange	2	ea	NO BID			\$126.10	\$252.20	VARIES - DOMESTIC	\$120.60	\$241.20	TYLER UNION	\$123.00	\$246.00	TYLER/STAR-DOMESTIC
92	Cast Iron Tee (6" x 6" x 4") MJ x MJ x Flange	2	ea	NO BID			\$181.38	\$362.76	VARIES - DOMESTIC	\$175.50	\$347.00	TYLER UNION	\$177.00	\$354.00	TYLER/STAR-DOMESTIC
93	4"x 4" Cast Iron 90-degree - MJ Fitting	2	ea	NO BID			\$71.61	\$143.22	VARIES - DOMESTIC	\$68.45	\$136.90	TYLER UNION	\$70.00	\$140.00	TYLER/STAR-DOMESTIC
94	4" x 4" Cast Iron 45-degree MJ Fitting	2	ea	NO BID			\$59.94	\$119.88	VARIES - DOMESTIC	\$57.30	\$114.60	TYLER UNION	\$58.00	\$116.00	TYLER/STAR-DOMESTIC
95	Cast Iron Cap with Bolts & Gaskets (8")	2	ea	NO BID			\$97.31	\$194.62	VARIES - DOMESTIC	\$93.25	\$186.50	TYLER UNION	\$95.00	\$190.00	TYLER/STAR-DOMESTIC
96	Cast Iron Cap with Bolts & Gaskets (6")	2	ea	NO BID			\$67.73	\$135.46	VARIES - DOMESTIC	\$65.00	\$130.00	TYLER UNION	\$65.00	\$130.00	TYLER/STAR-DOMESTIC
97	Cast Iron Cap with Bolts & Gaskets (12")	1	ea	NO BID			\$171.25	\$171.25	VARIES - DOMESTIC	\$162.10	\$162.10	TYLER UNION	\$165.00	\$165.00	TYLER/STAR-DOMESTIC
98	Cast Iron Cap with Bolts & Gaskets (4")	2	ea	NO BID			\$52.16	\$104.32	VARIES - DOMESTIC	\$48.05	\$96.10	TYLER UNION	\$51.00	\$102.00	TYLER/STAR-DOMESTIC

Item #	Item Description	QTY		Atlas Utility Supply Company			Core & Main LP			Ferguson Waterworks			Texas Water Products		
				Unit	Extended	Brand/Part Number	Unit	Extended	Brand/Part Number	Unit	Extended	Brand/Part Number	Unit	Extended	Brand/Part Number
99	GT-205 - 3/4" Setter Gaskets	100	ea	NO BID			\$1.00	\$100.00	FORD (MLS)	\$0.93	\$93.00	FORD	\$1.05	\$105.00	FORD/GT-205
100	Double Banded Brass Saddle (8") 1" tap - CC Thread	5	ea	\$110.00	\$550.00	Ford 202B	\$102.84	\$514.20	FORD 202B-962-CC4	\$112.10	\$560.50	MUELLER	\$148.90	\$744.50	FORD-202BSD
101	Double Banded Brass Saddle (10") 1" tap - CC Thread	5	ea	\$136.00	\$680.00	Ford 202B	\$127.40	\$637.00	FORD 202B-1212-CC4	\$138.90	\$694.50	MUELLER	\$184.50	\$922.50	FORD-202BSD
102	Double Banded Brass Saddle (12") 1" tap - CC Thread	2	ea	\$160.00	\$320.00	Ford 202B	\$149.10	\$298.20	FORD 202B-1438-CC4	\$162.55	\$325.10	MUELLER	\$205.15	\$410.30	FORD-202BSD
103	Mechanical Joint Gland Packs/Bolts (pack) (4") - Regular Domestic	10	ea	NO BID			\$18.68	\$186.80	VARIES - DOMESTIC	\$19.30	\$193.00	TYLER UNION	\$18.30	\$183.00	TYLER/STAR-DOMESTIC
104	Mechanical Joint Bolt & Gasket Pack (12")	3	ea	NO BID			\$26.47	\$79.41	VARIES - DOMESTIC	\$26.25	\$78.75	TYLER UNION	\$38.00	\$114.00	TYLER/STAR-DOMESTIC
105	Mechanical Joint Bolt & Gasket Pack (6")	10	ea	NO BID			\$17.13	\$171.30	VARIES- DOMESTIC	\$15.75	\$157.50	TYLER UNION	\$22.00	\$220.00	TYLER/STAR-DOMESTIC
106	Brass Nipples (1 1/2") 2" Long	15	ea	NO BID			\$5.04	\$75.60	MATCO	\$3.90	\$58.50	MERIT	\$4.25	\$63.75	MERIT/MATCO-NORCA
107	Brass Nipples (1 1/2") 4" Long	15	ea	NO BID			\$9.04	\$135.60	MATCO	\$7.05	\$105.75	MERIT	\$7.60	\$114.00	MERIT/MATCO-NORCA
108	Brass Couplings FIPT - no lead (1" female)	3	ea	NO BID			\$4.03	\$12.09	MATCO	\$3.45	\$10.35	MERIT	\$3.70	\$11.10	MERIT/MATCO-NORCA
109	Brass Couplings FIPT - no lead (3/4" female)	15	ea	NO BID			\$2.65	\$39.75	MATCO	\$2.30	\$34.50	MERIT	\$2.45	\$36.75	MERIT/MATCO-NORCA
110	Brass Nipples - no lead (2" x 6")	5	ea	NO BID			\$17.17	\$85.85	MATCO	\$13.30	\$66.50	MERIT	\$14.45	\$72.25	MERIT/MATCO-NORCA
111	Brass Nipples - no lead (1 1/2") 2" Long	5	ea	NO BID			\$5.04	\$25.20	MATCO	\$3.90	\$19.50	MERIT	\$4.25	\$21.25	MERIT/MATCO-NORCA
112	Brass Nipples - no lead (1 1/2") 4" Long	5	ea	NO BID			\$9.04	\$45.20	MATCO	\$7.05	\$35.25	MERIT	\$7.60	\$38.00	MERIT/MATCO-NORCA
113	Brass 90-degree Bend - no lead (1 1/2")	2	ea	NO BID			\$10.04	\$20.08	MATCO	\$11.95	\$23.90	MERIT	\$12.75	\$25.50	MERIT/MATCO-NORCA
114	Brass Couplings - no lead (2")	5	ea	NO BID			\$14.08	\$70.40	MATCO	\$32.15	\$160.75	MERIT	\$13.30	\$66.50	MERIT/MATCO-NORCA
115	Drop-in Flange Meter Gasket (1 1/2")	20	ea	NO BID			\$0.75	\$15.00	VARIES	\$0.60	\$12.00	EGW	\$0.85	\$17.00	EGW
116	Drop-in Flange Meter Gasket (2")	20	ea	NO BID			\$0.85	\$17.00	VARIES	\$0.70	\$14.00	EGW	\$0.90	\$18.00	EGW
117	Stainless Ford Clamp (6" PVC/Cast Iron) 1'	10	ea	NO BID			\$71.34	\$713.40	FORD FS1-724-12.5	\$109.05	\$1,090.50	FORD	\$112.45	\$1,124.50	FORD-FS1-724-12.5
118	Stainless Ford Clamp 8" PVC/Cast Iron) 1'	10	ea	NO BID			\$83.88	\$838.80	FORD FS1-939-12.5	\$128.20	\$641.00	FORD	\$132.20	\$1,322.00	FORD-FS1-939-12.2
119	Stainless Ford Clamp (6" Asbestos/Concrete) 1'	10	ea	NO BID			\$71.34	\$713.40	FORD FS1-745-12.5	\$109.05	\$1,090.50	FORD	\$112.45	\$1,124.50	FORD-FS1-745-12.5
120	Stainless Ford Clamp 8" Asbestos/Concrete	5	ea	NO BID			\$83.88	\$419.40	FORD FS1-967-12.5	\$128.20	\$641.00	FORD	\$132.20	\$661.00	FORD FS1-967-12.5
121	Ford Clamp (8" tapped) 1'	5	ea	NO BID			\$104.52	\$522.60	FORD FS1-939-12.5-CC4	\$159.75	\$798.75	FORD	\$168.25	\$841.25	FORD FS1-939-12.5-CC4
122	Ford Clamp (4" Cast Iron) 1'	10	ea	NO BID			\$62.94	\$629.40	FORD FS1-514-12.5	\$90.70	\$907.00	FORD	\$93.55	\$935.50	FORD-FS1-514-12.5
123	Ford Clamp (12" Cast Iron)	5	ea	NO BID			\$131.04	\$655.20	FORD FS1-1350-12.5	\$200.25	\$1,001.25	FORD	\$206.45	\$1,032.25	FORD-FS1-13.50-12.5
124	Stainless Ford Clamp (6" PVC/Cast Iron) 2'	10	ea	NO BID			\$156.54	\$1,565.40	FORD FS1-724-24	\$239.25	\$2,392.50	FORD	\$246.65	\$2,466.50	FORD FS1-724-24
125	Stainless Ford Clamp (8" PVC/Cast Iron) 2'	10	ea	NO BID			\$175.40	\$1,754.00	FORD FS1-939-24	\$268.05	\$2,680.50	FORD	\$276.35	\$2,763.50	FORD-FS1-939-24
126	Stainless Ford Clamp (6" Asbestos/Concrete) 2'	10	ea	NO BID			\$156.54	\$1,565.40	FORD FS1-745-24	\$239.25	\$2,392.50	FORD	\$246.65	\$2,466.50	FORD-FS1-745-24
127	Stainless Ford Clamp (8" Asbestos/Concrete) 2'	5	ea	NO BID			\$175.40	\$877.00	FORD FS1-967-24	\$268.05	\$1,340.25	FORD	\$276.35	\$1,381.75	FORD-FS1-967-24
128	Ford Clamp (8"tapped) 2'	5	ea	NO BID			\$196.03	\$980.15	FORD FS1-939-24-CC4	\$313.25	\$1,566.25	FORD	\$315.55	\$1,577.75	FORD-FS1-939-24-CC4
129	Ford Clamp (4" Cast Iron) 2'	10	ea	NO BID			\$133.57	\$1,335.70	FORD FS1-514-24	\$204.15	\$2,041.50	FORD	\$210.45	\$2,104.50	FORD-FS1-514-24
130	Ford Clamp (12" Cast Iron) 2'	5	ea	NO BID			\$284.03	\$1,420.15	FORD FS1-1350-24	\$429.90	\$2,149.50	FORD	\$447.55	\$2,237.75	FORD-FS1-1350-24
131	Flanged Gasket with Holes (4")	6	ea	NO BID			\$1.50	\$9.00	VARIES	\$3.00	\$18.00	FWW	\$1.65	\$9.90	EGW
132	Flanged Gasket with Holes (6")	6	ea	NO BID			\$2.00	\$12.00	VARIES	\$3.25	\$19.50	FWW	\$2.65	\$15.90	EGW

Item #	Item Description	QTY		Atlas Utility Supply Company			Core & Main LP			Ferguson Waterworks			Texas Water Products		
				Unit	Extended	Brand/Part Number	Unit	Extended	Brand/Part Number	Unit	Extended	Brand/Part Number	Unit	Extended	Brand/Part Number
133	Rubber Meter Washers (3/4" x 1/8") (per bag/100)	40	bag/100	NO BID			\$8.00	\$320.00	VARIES	\$10.65	\$426.00	EGW	\$16.00	\$640.00	EGW
134	Rubber Meter Washers (3/4" x 1/16") (per bag/100)	40	bag/100	NO BID			\$8.00	\$320.00	VARIES	\$9.30	\$372.00	EGW	\$16.00	\$640.00	EGW
135	Fiber Washers 1/8" (per bag/100)	5	bag/100	NO BID			\$15.00	\$75.00	VARIES	\$14.80	\$74.00	EGW	\$16.00	\$80.00	EGW
136	Waterous Fire Hydrant Extension (24")	2	ea	NO BID			\$285.00	\$570.00	AFC OR HRP	\$291.40	\$582.80	AFC	\$360.00	\$720.00	HRPI
137	Waterous Fire Hydrant Extension (12")	2	ea	NO BID			\$220.44	\$440.00	AFC OR HRP	\$221.90	\$443.80	AFC	\$280.00	\$560.00	HRPI
138	Waterous Fire Hydrant Extension (36")	2	ea	NO BID			\$340.00	\$680.00	AFC OR HRP	\$343.00	\$686.00	AFC	\$430.00	\$860.00	HRPI
139	Waterous Fire Hydrant Extension (48")	2	ea	NO BID			\$385.00	\$770.00	AFC OR HRP	\$392.55	\$785.10	AFC	\$495.00	\$990.00	HRPI
140	PVC Stargrip Megaplugs(4")	2	ea	NO BID			\$21.45	\$42.90	VARIES - DOMESTIC	\$21.75	\$43.50	TYLER UNION	\$24.00	\$48.00	STAR
141	Stargrip Megaplugs (12")	2	ea	NO BID			\$79.70	\$159.40	VARIES - DOMESTIC	\$77.50	\$155.00	TYLER UNION	\$75.00	\$150.00	STAR
142	Waterous NST Fire Hydrant with 6" Mechanical/Joint shoe - 5ft barrel depth	3	ea	\$1,595.00	\$4,785.00	M&H Hydrant 5' Bury	\$1,700.00	\$5,100.00	AFC-WATEROUS	\$1,633.70	\$4,901.10	AFC	NO BID		
143	Waterous NST Fire Hydrant with 6" Mechanical/Joint shoe - 4ft barrel depth	3	ea	\$1,525.00	\$4,575.00	M&H Hydrant 4' Bury	\$1,650.00	\$4,950.00	AFC-WATEROUS	\$1,561.20	\$4,683.60	AFC	NO BID		
144	Beckson Handheld Pump with 6ft. Hose	4	ea	\$32.00	\$128.00	Same Part Listed	\$30.00	\$120.00	BECKSON	\$26.15	\$104.60	BECKSON	\$30.50	\$122.00	
145	Rapture Curb Key Turn Off - Heavy Duty (4ft)	2	ea	NO BID			\$30.00	\$60.00	RAPTOR	\$23.95	\$47.90	RAPTOR	NO BID		
146	4150 KA Masterlock Keyes Alike #43122 Master Q # 7270271	300	ea	NO BID			\$5.35	\$1,605.00	MASTER LOCK	\$5.05	\$1,515.00	MASTERLOCK	\$8.95	\$2,685.00	MASTER LOCK 4150KA

NOTES:

Core & Main: "Varies" implies that multiple brands may be chosen based on cost and availability. For the City of Watauga, the pricing will remain the same regardless of the brand supplied.

Texas Water Products: states on Water Pipe C-900 (per stick) 16" "Various" implies that multiple brands may be chosen based on cost and availability. For the City of Watauga, the pricing will remain the same regardless of the brand supplied.



AGENDA MEMORANDUM

DATE: August 8, 2018

TO: Honorable City Council Members

FROM: Andrea Gardner, City Manager

SUBJECT: Discussion and action on approval of a resolution authorizing the Mayor to negotiate and execute on behalf of the City an agreement by and between the City of Watauga, Texas and IChoosr, LLC., that relates to the Texas Power Switch Program {CAPTION}

BACKGROUND/INFORMATION:

On May 22, 2018, City Administration received correspondence from Lloyd Gosselink regarding discussions dated back to December 2017 on the topic of residential aggregation. The correspondence provided follow up information on iChoosr LLC and its success with citizen aggregation program in Europe and notified TCAP Cities that iChoosr had entered the Texas deregulated retail electric market to establish citizen aggregation programs in cooperation with cities. After reviewing the information received, City Administration requested a meeting with iChoosr to learn more about the service and potential benefits to Watauga residents.

iChoosr partners with cities throughout Texas to form groups of residential customers and then leverages the group size to secure a competitive electricity rate. The residential aggregation program provides a positive and tangible service by saving residents' money. The money saved can be spent locally and stays in the City's local economy.

On July 23, 2018, IChoosr representative, Daniel Wilkinson, provided a presentation to the Council on the IChoosr program. Following the presentation, Daniel requested Council consider the attached resolution of support.

Some figures from the most recent switch conducted by IChoosr include participation by 5 cities (Fate, Wilmer, Seadrift, Waco and Dickinson), citizens accepting the offer equaled a 27% conversion rate that saved \$343 annually (equal to \$168,070.00 put back into the local economy).

A sample letter to be sent to the citizens of Watauga is attached for Council review.

FINANCIAL IMPLICATIONS:



AGENDA MEMORANDUM

This item will not have a financial impact on the City of Watauga.

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council approve the resolution of support if the IChoosr program is considered beneficial to the citizens of Watauga.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. ExecutiveSummary_TexasPowerSwitch_Dec2017
2. Bulk Letter 1 Watauga
3. Watauga Agreement_
4. City Attorney Letter of Approval and Proposed Resolution

REVIEWED BY:

Andrea Gardner, City Manager
Zolaina Parker, City Secretary, TRMC

Approved - 08/14/2018
Final Approval - 08/14/2018



Texas Power Switch executive summary



MANY RESIDENTS PAY TOO MUCH FOR ELECTRICITY

For many Texas households the monthly energy bill is one of the biggest expenses, especially in the hot summer months. Many households have a choice in power providers. However, most families do not shop regularly for better rates because they find energy matters complex or lack the time to research the overload of options available. In addition, consumers don't know whom to trust.

To help families interested in saving money on their electricity bills in an easy way, iChoosr has developed a model called "Residential Electricity Aggregation Program". In order to build trust, iChoosr works with *towns, cities, communities and organizations*— entities that are known and trusted by consumers as being on their side.

With help of the City/Organization, like-minded residents form a group and iChoosr navigates the complex energy market on behalf of these residents. This is an opt-in approach that is free for your residents/members, without any obligation to accept the rate offered.

iChoosr organizes an energy auction among electric providers to get a cheap one-year fixed rate, which is explained in straight-forward language to your residents. This auction-winning rate does not have complex usage-based tiered pricing and usage-based penalties, which could lead to surprises when a customer's usage changes. This way the City/Organization not only offers an affordable rate but also one that is fair and transparent too.

USE CASE: FATE POWER SWITCH

The City of Fate, 30 miles east of Dallas, wants to help its residents in trying to keep total costs for families down. Fate's City Manager Michael Kovacs explains, *'The City of Fate is committed to help its residents save on their electric bills, which is why we launched the Fate Power Switch. The electric bill may be one of the biggest monthly bills for households, especially in the hot summer months. A lower fixed rate can help lower bills year round. This program is the first of its kind in Texas and the results have been astonishing.'*

'Together with iChoosr we have organized two programs in 2017. A total of 3,500 households were targeted in Fate and 1 in 4 households have sign-up to the two editions of the Fate Power Switch. Over 70% of registered households indicated that have not switched in the last 3 years. Of these 791 households, 259 have switched to the auction-winning rate (33%). Switched households save on average \$350-450 a year in comparison with similar plans in the market today. This means that all together these Fate families will save approx. \$90,000 or more on their electric bills and this money that will stay in the local community'

'A customer survey among participants of the program tells us that 81% of residents thinks it is a good idea for the City to help residents to save money on their electric bills and 78% thinks we should organize more of these programs.'

EXPERT IN RESIDENTIAL AGGREGATION PROGRAM

The City of Fate, Waco, Wilmer, Seadrift, Dickinson, Richland Hills, Webster, Farmers Branch and Lake Dallas have already has teamed up with iChoosr LLC. iChoosr currently partners with 200 municipalities across the Netherlands, Belgium, Great Britain and Texas. Since 2008, iChoosr has saved more than a 1.7 million households a total of more than \$250 million on their energy bills. We have already run 3 successful campaigns and are currently working on their fourth and fifth campaign respectively.



Texas Power Switch executive summary



The City/Organization and iChoosr jointly promote the program, while iChoosr takes care of customer service, provider management, auction, platform & project management. Please find a 60 seconds explainer video here: <https://www.youtube.com/watch?v=VUCPcfqPT4I>

<first name> <last name>
<street number> <street name>
City of Fate, Texas
<zip code>



www.wataugapowerswitch.com

MONTH #, 2018

What is the Watauga Power Switch?

The Watauga City Council approved an agreement with iChoosr, LLC, a service provider who works with deregulated towns and cities throughout Texas to help residents save money on their electric bills. They organize switching programs that give you and other residents the opportunity to join together and get a lower rate on electricity by asking energy providers to bid on our business. There is no cost to the city to offer this service, nor does the city receive any financial benefit.

How much could I save?

Those who have switched can save an average of over \$350 per year on their energy bills, just by signing up and accepting the winning provider's offer. The more people who take part, the greater the chances are of obtaining a competitive energy rate. And keep in mind, there's no fee to participate or obligation to switch.

How does it work?

- Grab a current electricity bill and go to www.wataugapowerswitch.com.
- Register for free by XXXXX XX, 2018. It only takes a few minutes. If you don't have access to the Internet, ask a relative, friend or neighbor to help out.
- You can also call 888-376-2077 from 8am to 10pm (Monday to Saturday) or send an email to texaspowerswitch@ichoosr.com if you have any questions.
- iChoosr will form a group and organize an electricity auction among electricity providers on XXXXXX XX, 2018 . They'll bid for our business and the lowest rate wins.
- You will receive your personal offer via email after XXXXXXXX X, 2018. If you decide to accept the offer and switch to the winning provider, iChoosr will do all the work for you. If you decide it doesn't work for you, you can simply ignore it – there is no obligation.

Please note: This program is only available to residential customers. Also, households served by electric cooperatives and municipally-owned utilities are unable to participate.

DON'T MISS OUT - REGISTRATION WILL CLOSE ON MONDAY, XXXXXX XX, 2018.

Best Wishes,

AGREEMENT

CITY OF Watauga TEXAS and ICHOOSR, LLC

This agreement (“Agreement”) is by and between the City of Watauga, Texas (“the City”), and iChoosr, LLC, a Delaware limited liability company (“ICHOOSR”) (each a “Party” or collectively the “Parties”) acting by and through their authorized representatives,

WHEREAS, ICHOOSR has a registered office located at 5858 Westheimer, Suite 650, Houston, Texas 77057, and is registered as a Class I aggregator under 16 Tex. Admin. Code § 25.111 at the Public Utility Commission of Texas under number #80419; and

WHEREAS, the Parties wish to enter into this Agreement for the principal purpose of providing the residents of the City (“Residents”) with group purchasing power in the procurement of retail energy (electricity) services;

WHEREAS, the Parties intend to offer Residents’ an opportunity to register and participate in the Program (hereinafter defined), whereupon ICHOOSR will arrange a competitive bidding process of retail energy suppliers to procure competitive electricity rates for participating Residents;

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and approved, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

In this Agreement except where the context clearly indicates otherwise the following words shall have the meanings set forth below:

“Affiliate” shall mean any subsidiary or holding company, including any subsidiary of any such holding company, of ICHOOSR.

“Customer Service” shall mean the service that receives and responds to questions and issues raised by Residents interested in the Program and Participants, through web, email, chat or phone calls.

“Intellectual Property” shall mean all software, technology platforms, websites, databases and other content, business processes, domain names and registrations, and patent, trademark, and copyright registrations and applications thereof owned by a Party as of the Effective Date of this Agreement.

“Participants” are Residents who register and participate in the Program.

“Personal Data” shall mean personally identifiable information of Residents, including, but not limited to, name, address, telephone number, email address, or other contact information (“Personal Data”) and additional information (which may include Personal Data), like home energy data, electronic service identifier (ESID), marketing data and how a Resident uses ICHOOSR’s website(s), a Resident’s participation in the Program, or data that a Resident provides to ICHOOSR when contacting ICHOOSR via email, regular mail, telephone, fax, text message, chat and other correspondence and permissions indicated by electronic submission via the Internet.

“Program” shall mean one of the three “Texas Power Switch” group buying programs, Spring-Summer Program, Summer-Fall Program and the Fall-Winter Program, as organized by ICHOOSR with the principal purpose of providing Residents with group purchasing power in the procurement of retail energy services. Each Program has a (a) Registration phase for Residents to register (b) Auction day for Electric Providers to bid and a (c) Decision phase for Residents to register and switch without obligation.

“Program Communication Plan” shall mean a plan that set up per Program, in which both the CITY and ICHOOSR will set out who will do what to promote the Program among the Residents.

“Residents” shall mean residents of the City, who receive residential retail energy from their current electric service provider and are eligible to switch supplier.

“Residential Customer Agreement” shall mean the agreement between the prevailing retail energy supplier and the Participant, which commences after the successful enrollment of the Participant with the prevailing retail energy supplier(s).

“Resident Data” shall mean information regarding or relating to Residents, including Personal Data and Energy Data that is submitted by the City to ICHOOSR subject to the provisions of the Texas Public Information Act, as amended and other applicable law.

“Successfully Switched Participant” shall mean a Participant who has successfully switched and is accepted and enrolled by the prevailing retail energy supplier and executes a Residential Customer Agreement with the prevailing retail energy supplier.

“Visitor Data” shall mean information regarding or relating to Participants, including Personal Data and Energy Data that is submitted by Participants on the website of ICHOOSR, or submitted initially to a link on the CITY’s website, or submitted by Participants via the Customer Service of ICHOOSR.

ARTICLE 2 – OBLIGATIONS OF THE PARTIES

2.1 ICHOOSR shall:

2.1.1. Organize and help the City to actively promote a least two Programs each calendar year with the CITY, via agreed marketing and communication efforts as set out in the Program Communication Plan, that will be drawn up during a kick-off meeting between the CITY and ICHOOSR.

2.1.2. Organize three Texas Switch Programs per calendar year, which are available for the CITY to participate in.

2.1.3. Provide the City with webpages including the City's logo on the 'Texas Power Switch' platform to facilitate registration, auction and switching of Residents;

2.1.4. Set out information for Residents within its website about the Program including the fact that participation is free and provides them with no obligation to accept any recommended retail energy supplier(s)'s offer, including Information pages and a Frequently Asked Questions section;

2.1.5. Subject to relevant electricity laws and regulations, arrange for a competitive bidding process for a retail energy contract of at least one year. ICHOOSR will decide on the type of supply contract;

2.1.6. Arrange for a solicitation for retail energy suppliers for the purpose of providing retail energy services to Participant, while not guaranteeing that the solicitation will result in a market-leading offer;

2.1.7. Provide Customer Service for the Program;

2.1.8. Provide daily reports, dealing with the number of participants in the Program and the number of people who have confirmed that they wish to switch to the prevailing retail energy supplier(s). Such reports to be electronically accessible to the City.

2.1.9. Provide the option to carry out surveys among Residents or any sample thereof that it selects in order to obtain Residents' views in connection with the Program.

2.1.10. Obtain the City's prior approval for all marketing communications before posting, publishing or distributing such communications;

2.2. City shall:

2.2.1. Host and actively promote a least two Programs each calendar year with ICHOOSR, via agreed marketing and communication efforts as set out in the Program Communication Plan, that will be drawn up during a kick-off meeting between the CITY and ICHOOSR.

2.2.2 Organize a kick-off meeting, and when necessary follow-up meetings or calls, with ICHOOSR at the CITY's premises, where CITY staff that have a role in the Program will attend.

2.2.3. Promote the Program prominently on the home page of the City's web domain throughout the term of the Program;

2.2.4. Include information regarding the Program on the City's web page, briefly explaining the Program and providing a hyperlink to the City's registration pages on the Texas Power Switch platform, by using unique URL's which are provided to the City by ICHOOSR for tracking purposes;

2.2.5. Obtain ICHOOSR's prior approval for all marketing and other communications before posting, publishing, transmitting or distributing such communications in any way.

2.2.6 Not during the term of a Residential Customer Agreement, without the prior written consent of ICHOOSR, directly contact by email, letter or telephone anyone who has entered into a Residential Customer Agreement with the prevailing retail energy supplier in an attempt to persuade that person to switch their gas and/ or electricity services to an alternative supplier.

ARTICLE 3 – TERM

This Agreement shall commence on Effective Date and shall continue for a period of three (3) years from the Effective Date and will be extended automatically for a period of one (1) year unless one of the Parties terminates the Agreement by providing advance written notice at least ninety (90) days prior to the end of the Agreement term.

ARTICLE 4 – TERMINATION

- 4.1 Either Party may terminate this Agreement upon ninety (90) days prior written notice to the other Party.
- 4.2 Either Party may upon written notice to the other Party terminate this Agreement if the other Party is in breach of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof.
- 4.3 If the CITY terminates the Agreement or if the Agreement expires, Participants, will be given the opportunity to participate in future ‘Texas Power Switch’ programs provided by ICHOOSR. No reference will be made to the CITY in the content of these webpages and the logo of the CITY will not be shown.

ARTICLE 5 – SERVICES

5. Services.

- 5.1. For the duration of the Term of this Agreement the CITY undertakes to perform the CITY’s Obligations.
- 5.2. For the duration of the term of this Agreement ICHOOSR undertakes to perform ICHOOSR’s Obligations.
- 5.3. For the term of the Residential Customer Agreement, the CITY shall not, without the prior written consent of ICHOOSR, directly contact by email, letter or telephone anyone who has entered into a Residential Customer Agreement with the prevailing retail energy supplier in an attempt to persuade that person to switch their gas and/ or electricity services to an alternative supplier.

ARTICLE 6 – RELATIONSHIP OF THE PARTIES

The parties acknowledge and agree that neither Party is the agent or employee of the other, and nothing in this Agreement shall be construed to the create a relationship between the CITY and ICHOOSR of a partnership, association, or joint venture, and neither Party shall hold itself out as an agent or partner of the other Party. The Parties recognize and agree that the CITY will not

perform any function not legally permitted by state or federal law or the rules and regulations established by any applicable governing authority.

ARTICLE 7 – INTELLECTUAL PROPERTY

7. Intellectual Property.

7.1. The Parties agree that any Intellectual Property belonging to a Party on the Effective Date of this Agreement shall remain the legal and beneficial property of that Party during the Term and following termination or expiry of this Agreement. It is not permitted for Parties to use, copy or share any Intellectual Property with any third party without written consent of the Party to whom the Intellectual Property belongs, neither during nor after the termination if this Agreement.

7.2. ICHOOSR hereby grants to the CITY a non-exclusive, non-transferable, royalty free, world-wide license (including the right to grant sub-licenses to employees of the CITY), for the Term, to access and use such of ICHOOSR's software as ICHOOSR may specify from time to time (and in the manner specified by ICHOOSR from time to time) for the purpose of performing its obligations under this Agreement and in connection with the operation of the Program.

7.3. Each Party hereby grants to the other a non-exclusive, non-transferable, royalty free, world-wide license, for the Term, to display the devices, logos, branding, trademarks, slogans and other materials of the other Party ("Branding") for the purpose of promoting the Program and their involvement in it, in each case subject to the prior written agreement of the granting Party as to what Branding may be used and the manner in which it may be used.

ARTICLE 8 – DATA PROTECTION

8. Data Protection.

8.1. Both Parties warrant and undertake to comply with all applicable local, state, and federal laws in the performance of their obligations under this Agreement.

8.2. THE CITY warrants to ICHOOSR that to its knowledge and without specific due diligence, it has made all appropriate notifications and has complied with any notification provisions as may be required by any applicable local, state, and federal laws in respect of its obligations under this Agreement and that performance of its obligations under this Agreement shall not breach or contravene such notifications, nor cause ICHOOSR or the CITY to breach the ICHOOSR's or the CITY's respective obligations under such local, state, and federal laws.

8.3. Both parties acknowledges that any marketing activities in relation to its products or services which it directs to Residents and Participants whose Resident Data and Visitor Data it has obtained in accordance with this Agreement, shall be conducted in accordance

with all applicable local, state, and federal laws and in accordance with any of the Participants' marketing preferences.

8.4. ICHOOSR warrants that it has appropriate technical and organizational processes and procedures in place to safeguard against any unauthorized or unlawful processing and against accidental loss or destruction of, or damage to, the Resident Data and Visitor Data.

8.5. Except for Visitor Data submitted to the prevailing retail energy supplier for performance of the Program, Resident Data and Visitor Data obtained in connection with the Agreement will not be passed or sold to any third party without the consent of the Participant and the CITY.

8.6. The Resident Data remains the property of the CITY. The CITY hereby grants ICHOOSR a royalty free, worldwide license to use any Resident Data, which shall be provided to ICHOOSR, subject to all relevant laws and regulations including the Texas Public Information Act.

8.7. The Visitor Data remains the property of ICHOOSR including to the extent such information replicates any Resident Data, and is used for administering the 'Texas Power Switch' programs, subject to all relevant laws and regulations.

8.8. The CITY authorizes ICHOOSR to appoint sub-contractors as further data processors on behalf of the CITY. Any such sub-contractor shall be bound by the terms of this Agreement pertaining to the use and transmission of Resident Data.

ARTICLE 9 - PUBLICITY

9. **Publicity.** Neither Party shall engage in any publicity relating to this Agreement except with the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. The Parties shall at their own cost co-operate in terms of making or inputting into press releases and shall respond promptly for requests for assistance in that regard. Each Party shall promptly notify the other of facts and circumstances that could give rise to negative publicity that could cause harm to the position, the image, or reputation of either Party.

ARTICLE 10 – GENERAL PROVISIONS

10. General Provisions.

10.1. Warranties.

10.1.1. The CITY will not enter into a similar type of partner agreement for a group switching program with any third party for at least three years from the Effective Date of this Agreement.

10.1.2. Unless otherwise permitted in Section 10.1.3 below, neither Party shall use the other's name and/or logo for promotional use without the other Party's prior written permission.

10.1.3. ICHOOSR is permitted to use the CITY's name and logo for reference purposes in the development of additional switching programs.

10.1.4. The Parties hereby warrant, represent and undertake to each other that they will co-operate and provide each other with such information and assistance as each may reasonably require to enable and/or facilitate compliance with their respective obligations under this Agreement.

10.1.5. The Parties agree that their promotional activities under and in connection with this Agreement shall only promote the Program (and/or the Parties' connection with it) and shall not promote energy suppliers or their products either individually or as a group, provided that the Parties may refer to energy suppliers' involvement in the Program and/or the types of products offered in the Program (in generic terms).

10.2. Assignment.

10.2.1. The Parties shall not assign, sell, or otherwise transfer or dispose of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

10.2.2. ICHOOSR shall not sub-contract any of its obligations under this Agreement without the CITY's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the CITY expressly consents to ICHOOSR's outsourcing of its Customer Service, as defined in Section 1(c).

10.3. Dispute Resolution. If a dispute arises between the Parties, as a condition precedent to filing a lawsuit or seeking a remedy through the courts, the complaining Party will notify the other of its request to mediate the dispute and the Parties agree to attend, within forty-five (45) days, a non-binding mediation of at least 4 hours in duration, the cost of which shall be borne equally by the Parties and each Party shall be responsible for its own legal fees and expenses related to any such mediation. If any Party initiates any legal action to enforce or interpret any of the terms or provisions of this Agreement without first following the express provisions of this Section, that Party expressly waives its claims against the other Party unless that Party's rights under the applicable statute of limitations would be prejudiced by following the express provisions of this Section.

10.4. Waiver. A Party may by written instrument, signed on behalf of such Party: (a) extend the time for the performance of any of the obligations or other acts of another Party

due to it; (b) waive any inaccuracies in the representations and warranties made to it contained in this Agreement; or (c) waive compliance with any covenants, obligations, or conditions in its favor contained in this Agreement. No claim or right arising out of this Agreement can be waived by a Party, in whole or in part, unless made in writing and signed by such Party. A failure or delay in enforcing an obligation, or exercising a right or remedy, shall in no way amount to a waiver of that obligation, right, or remedy. A waiver of a breach of a term of this Agreement shall not amount to a waiver of a breach of any other term in the Agreement. A waiver of a particular obligation in one circumstance will not prevent a Party from subsequently requiring compliance as to the obligation on other occasions or as to any other obligation in the Agreement.

10.5. Force Majeure. No Party shall be liable to another Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement due to any of the following causes beyond such Party's reasonable control (such causes deemed "Force Majeure Events"): (i) acts of God, (ii) flood, fire, or explosion; (iii) war, invasion, riot, or other civil unrest; (iv) actions, embargoes, or blockades in effect on or after the date of this Agreement; (v) changes in law or regulation of any local, state, or federal governmental authority; (vi) national or regional emergency; (vii) strikes, labor stoppages, or slowdowns or other industrial disturbances; (viii) shortage of adequate power or transportation facilities; or (ix) any other event that is beyond the reasonable control of such Party. A lack of funds shall not be deemed to be a Force Majeure Event. The Party suffering a Force Majeure Event shall give notice within 5 days of the Force Majeure Event to any other Party to which performance is owed, stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and ensure that the effects of such Force Majeure Event are minimized.

10.6. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

10.7. Entire Agreement/Amendment. This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both Parties in accordance with the laws of the State of Texas.

10.8. Liability.

10.8.1. Subject to Section 10.8.3., neither Party shall be liable for any indirect or consequential loss whatsoever or howsoever arising out of or in connection with this Agreement.

10.8.2. Subject to Section 10.8.3., neither Party's liability for direct loss arising out of or in connection with this Agreement shall exceed \$5,000.

10.8.3. Nothing in this Agreement shall limit or exclude a Party's liability for death or personal injury caused by its own negligence, willful misconduct, or fraud.

10.9. Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Texas, in any court of competent jurisdiction within Denton County, Texas.

10.10. Confidentiality.

10.10.1. Except as provided in Section 10.10.2 below, each of the Parties hereto shall keep confidential, and not disclose or use for a purpose other than the Program, any confidential and proprietary information (collectively, "Confidential Information") of any other Party hereto (the "Protected Party").

10.10.2. Section 10.10.1 shall not restrict a Party from disclosing Confidential Information: (a) to the extent consented to by the Protected Party, (b) to the extent required by a discovery request in a court proceeding or a ruling by the Texas Attorney General, provided that such Party shall have first provided the Protected Party with prompt written notice of such discovery request or a request for information under the Texas Public Information Act so that the Protected Party may seek a protective order or other appropriate remedy, and in the event such protection or other remedy is not obtained, such Party shall exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information; (c) to accountants, auditors, attorneys, and tax or financial advisors who have been informed of and have agreed with such Party to abide by the terms of this Section, or who are otherwise bound by confidentiality obligations with such Party; and (d) to the extent necessary to enforce such Party's rights under this Agreement.

10.11. Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given: (a) on the date sent by facsimile, with confirmation of transmission, or electronic mail if sent during normal business hours of the recipient during a Business Day, and otherwise on the next Business Day if sent after normal business hours of the recipient, provided that in the case of electronic mail, each notice and or other communication shall be confirmed within one Business Day by dispatch of a copy of such notice pursuant to one of the other methods described herein; (b) on the date of delivery if

delivered personally; (c) if dispatched via a recognized overnight courier service, delivery receipt requested, with charges paid by the dispatching Party, on the later of (i) the first Business Day following the date of dispatch, or (ii) the scheduled date of delivery by such service; or (d) on the fifth Business Day following the date of mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid to the Party to receive such notice. Where required, such notices shall be delivered to the following addresses:

ICHOOSR, iChoosr, LLC, 5868 A1 Westheimer, #601, Houston, Texas 77057

The CITY, 7105 Whitley Road, Watauga, Texas 76148

10.12. Fees, Costs, and Expenses. Except as expressly provided otherwise in this Agreement, all fees, costs, and expenses incurred in connection with this Agreement, including taxes, shall be paid by the Party incurring such fees, costs, and expenses. In the event of termination of this Agreement, the obligation of each Party to pay its own fees, costs, and expenses will be subject to any rights of such Party arising from a breach of this Agreement.

10.13. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.14 Prohibition of Boycott Israel. ICHOOSR verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____ in the year ____.

CITY OF WATAUGA, TEXAS

BY: _____
<name>, <position>

ICHOOSR, LLC

BY: _____
Cas Bijlholt, President

LAW OFFICES
EVANS, DANIEL, MOORE, EVANS, BIGGS & DECKER
(NOT A PARTNERSHIP)

MARK G. DANIEL

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August 13, 2018

Via Email

Ms. Zolaina Parker, City Secretary
City of Watauga
7105 Whitley Road
Watauga, Texas 76148

Re: Resolution regarding iChooser, LLC Agreement

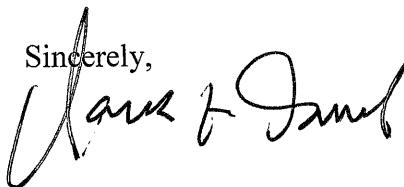
Dear Ms. Parker:

I am in receipt of the Resolution by the City Council of the City of Watauga authorizing the City Manager to negotiate and execute on behalf of the City, an Agreement by and between the City of Watauga, Texas and iChoosr, LLC. I have reviewed the Resolution and approve of the same as to form only subject to two items set forth below.

This Resolution did not include the Exhibit "A" which is referenced in the recitals section so I cannot approve something I have not received. Also, the Charter requires execution of contracts to be by the Mayor, not the City Manager, as set forth in the Resolution.

Thank you for your attention to the above and the opportunity to be of assistance. If you have any questions regarding this matter, please do not hesitate to contact my office.

Sincerely,



MARK G. DANIEL, City Attorney
City of Watauga, Texas

MGD:tp

cc: Mayor Pat Shelbourne
Ms. Andrea Gardner, City Manager

CITY OF WATAUGA, TEXAS
RESOLUTION NO. _____

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 AGREEMENT BY AND BETWEEN THE CITY OF WATAUGA, TEXAS, AND ICHOOSR, LLC; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council has been presented with a proposed Agreement between the City of Watauga and iChoosr, LLC, relating to the Texas Power Switch Program in connection with providing the residents of the City of Watauga with group purchasing power in the procurement of retail energy (electricity and/or gas) services, and being further described in Exhibit "A" attached hereto; and

WHEREAS, upon full review and consideration of all matters related thereto, the City Council is of the opinion and finds that the City Manager should be authorized to negotiate and execute this Agreement with iChoosr, LLC on behalf of the City of Watauga.

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

1. The City Manager, or designee, is hereby authorized to negotiate and execute on behalf of the City an Agreement with iChoosr, LLC, and to execute any amendments or instruments related thereto.
2. All provisions of the resolutions of the City of Watauga, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

3. Should any word, sentence, paragraph, subdivision, clause, ^{if} phrase or section of this Resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.
4. This Resolution shall become effective immediately from and after its passage.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this the 20th day of August, 2018.

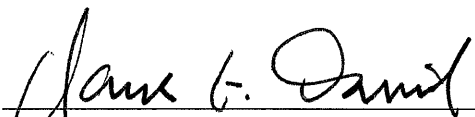
APPROVED:

PATRICK SHELBOURNE, MAYOR

ATTEST:

ZOLAINA R. PARKER, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:



MARK G. DANIEL, CITY ATTORNEY



AGENDA MEMORANDUM

DATE: August 8, 2018

TO: Honorable City Council Members

FROM: Andrea Gardner, City Manager

SUBJECT: Discussion of the City Manager's Proposed Budget for Fiscal Year 2018-2019 with possible Council action to change by adding or deleting items to the Proposed Budget prior to formal adoption on September 5, 2018

BACKGROUND/INFORMATION:

As required by the City Charter, the City Manager's Proposed Budget was submitted to the City Council on August 1, 2018, and represents the proposed financial plan for Fiscal Year 2018-2019. The Council held a Special Meeting on August 6, 2018 to discuss the Proposed Budget. During the meeting, there was no action taken.

This agenda item allows for discussion and possible Council action to change by adding or deleting items to the Proposed Budget prior to formal adoption on September 5, 2018.

FINANCIAL IMPLICATIONS:

Council action to increase or decrease revenues and/or expenditures may result in a change of fund balances and/or change in services provided.

RECOMMENDATION/ACTION DESIRED:

N/A

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Andrea Gardner, City Manager
Zolaina Parker, City Secretary, TRMC

Approved - 08/13/2018
Final Approval - 08/14/2018