



AGENDA
WATAUGA CITY COUNCIL
REGULAR MEETING
MONDAY, JANUARY 22, 2024
CITY HALL COUNCIL CHAMBER, 7105 WHITLEY ROAD
6:30 PM

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

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE United States and Texas Flags

ANNOUNCEMENTS

PRESENTATIONS

1. Presentation by Emergicon regarding proposed fee schedule changes and updates
Sandra Gibson, Director of Finance
Randy Barkley, Assistant Fire Chief

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

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

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

REPORTS

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

1. Consider action to approve the minutes from the December 11, 2023 Regular Council meeting.
Linda Proskey, City Secretary
2. Consider action to approve an Engineering Contract with Burgess Niple, Inc. for the design and construction administration of Community Development Block Grant (CDBG)-CV Round 4 Project (Plum Street Water Improvements)
Paul Hackleman, Director of Public Works
3. Consider action to approve the purchase of one (1) Ford Truck from Silsbee Ford through the TIPS Cooperative purchasing program - Contract #210907
Paul Hackleman, Director of Public Works
4. Consider action on an ordinance of the City of Watauga, Texas, amending Chapter 12 Fee Schedule Sec. 12-16 (d) Ambulance service rates
Sandra Gibson, Director of Finance
Randy Barkley, Assistant Fire Chief
5. Consider the approval of the minutes from the January 8, 2024, Workshop meeting.
Linda Proskey, City Secretary

6. Consider action to renew the massage permits for Hightower Salon, Magic Massage, Niu Niu, and RR Massage.
Linda Proskey, City Secretary

PUBLIC HEARINGS

ACTION ITEMS

1. Discuss and consider amending or repealing resolution 18-07-23-05: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS DELEGATING TO THE CITY MANAGER PURSUANT TO SECTION 7.02(6) OF THE HOME RULE CHARTER THE AUTHORITY TO OVERSEE THE APPROVAL OF SICK LEAVE, VACATION LEAVE AND SPECIFIC ADMINISTRATIVE DUTIES IN CONNECTION WITH LIMITED SUPERVISION OF THE CITY SECRETARY; PROVIDING THAT ALL RESOLUTIONS IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.
Arthur Miner, Mayor

EXECUTIVE SESSION The City Council will recess its open meeting and reconvene in executive session to discuss the following items pursuant to the below referenced section(s) of the Texas Government Code:

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

ITEMS OF EXECUTIVE SESSION DELIBERATION

ITEMS FOR FUTURE AGENDAS

ADJOURNMENT

Meeting Notices and Reservation of Rights

The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code if the requisite information is otherwise posted; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the

Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code (as applicable) when determined necessary by the [City Council/Board/Commission/Committee] to address a subject matter on the agenda. Action, if any, will be taken in open session.

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

NOTICE

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

I, Linda Proskey, City Secretary for the City of Watauga, hereby certify that this agenda was posted on the bulletin boards at City Hall, 7105 Whitley Road, Watauga, Texas, on January 19, 2024 before 5:00 p.m., in accordance with Chapter 551 of the Texas Government Code.

/S/ Linda Proskey
City Secretary





AGENDA MEMORANDUM

DATE: January 12, 2024

TO: Honorable City Council Members

FROM: Sandra Gibson, Director of Finance
Randy Barkley, Assistant Fire Chief

THROUGH: Joshua Jones, City Manager

SUBJECT: Presentation by Emergicon regarding proposed fee schedule changes and updates

BACKGROUND/INFORMATION:

The City's ambulance billing service provider, Emergicon, will provide information on proposed fee schedule changes and industry billing practices.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

N/A

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Emergicon Fee Schedule Presentation

REVIEWED BY:

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

Approved - 1/17/2024
Approved - 1/17/2024
Approved - 1/19/2024
Final Approval - 1/19/2024

Approved as to form for inclusion on Agenda



EMERGICON
emergency medical billing

EMS Billing **Built for Texas**

City of Watauga EMS Fee Schedule Update and Recommendations

Context

Each EMS agency is allowed to set fees for the services it provides.

Governmental payors, like Medicare and Medicaid, establish the fees they will pay. They pay that amount, regardless of what an EMS charges. Commercial insurance reimburses EMS agencies based on their policies and coverages – which can vary from insurance to insurance.

Fee schedules should enable an agency to capture the most revenue from commercial insurance. To accomplish this, Emergicon recommends restructuring fees from being itemized to *bundled*. This will in turn:

- Maximize reimbursement from commercial insurance
- Align the agency with current industry standards
- Buoy Watauga against rising costs of medical supplies and labor

Logic Behind the *Proposed Fee Schedule*

Commercial Insurance Payor Behavior

Submitting many low-value, itemized charges to these payors results in less reimbursement, as it entitles them to be more selective in what charges they pay, leading to greater financial responsibility on patients. Submitting a succinct list of high-value charges leads to higher reimbursement, which helps alleviate patient responsibility.

Inflation

Our records indicate that Watauga's last fee schedule increase was on or before August, 2011. Since then, costs have steadily risen, but the last 3 years have seen significant cost increases, with the average annual inflation rate being 5.6% (2022 had the highest rate at 8%). Without a robust fee schedule to counteract the effects of inflation, EMS stands to lose the money used to help serve the community with excellence.

Current Industry Standards in Healthcare

The Bundled Payments for Care Improvements Initiative (BPCI) in 2011, in tandem with the Affordable Care Act (ACA) in 2010 helped to shift the industry from itemizing charges to bundled billing to reduce costs and improve healthcare standards. The EMS world has largely adopted this shift. In fact, out of the 200+ agencies Emergicon partners with, none use itemized charges or have them listed in their ordinance.

Comparison Data

Current Fee Schedules						
	WATAUGA	EAGLE MOUNTAIN	KELLER	EVERMAN	COLLEYVILLE	ROANOKE
ALS-2	\$1700.50	\$2349.10	\$1750.00	\$1800.00	\$1800.00	\$1800.00
ALS-E	\$1397.50	\$2219.17	\$1750.00	\$1600.00	\$1400.00	\$1600.00
BLS-E	\$1301.00	\$1843.57	\$1750.00	\$1400.00	\$1000.00	\$1400.00
ALS Disp	\$310.50	\$310.50	N/A	\$400.00	\$400.00	\$400.00
BLS Disp	\$52.50	\$150.00	N/A	\$350.00	\$250.00	\$300.00
O2	\$119.00	\$119.00	N/A	\$150.00	\$150.00	\$150.00
Mileage	\$15.00	\$24.00	\$24.00	\$24.00	\$18.00	\$24.00
TNT	\$175.00	\$175.00	\$200.00	\$175.00	\$175.00	N/A

Fee Schedule Recommendation

Current Ordinance Fees

- Advanced Life Support (ALS) Resident: \$705
 - Advanced Life Support (ALS) Non-Resident: \$855
 - Basic Life Support (BLS) Resident: \$637
 - Basic Life Support (BLS) Non-Resident: \$787
 - Treatment/No-Transport: \$175
 - Mileage: \$15/mile
 - ALS Disposables: \$52.50
 - BLS Disposables: \$52.50
 - Disposable Linen Kit: \$25
 - Oxygen: \$119
 - Airway Mngmt: \$112.80
 - IV Therapy: \$309.60
 - EKG Interpretation: \$312
 - CPAP Supplies: \$40
 - Capnography: \$156
 - Defibrillation: \$210
 - EKG Pads: \$36.75
 - Emergency Rate: \$112.80
 - Pulse Oximeter: \$113.40
 - Blood Glucose Test: \$45.64
 - Spinal Immobilization: \$184.50
- Ordinance No. 2021-044
Sec. 12-16. – Chapter 16,
Health
(d) Ambulance Service Rates*

Effective Fee Schedule

ALS-2	\$1700.50
ALS-E	\$1397.50
BLS-E	\$1301.00
ALS DISP	\$310.50
BLS DISP	\$52.50
O2	\$119.00
Mileage	\$15.00
TNT	\$175.00

Proposed Fee Schedule

ALS-2	\$1800.00
ALS-E	\$1600.00
BLS-E	\$1400.00
ALS DISP	\$400.00
BLS DISP	\$350.00
O2	\$150.00
Mileage	\$24.00
TNT	\$175.00

How Watauga is Supporting Patients Through Fee Increases

Senate Bill 2476

This bill was passed in September, 2023, and went into effect on January 1st, 2024, making it illegal to balance-bill patients that have commercial insurance through the Texas Department of Insurance (TDI). The Texas EMS Alliance (TEMSA) projects that approximately 20% of patients will not be balance-billed. While they still are required to pay their deductibles and/or coinsurance, they will no longer receive the full bill for what insurance did not pay.

Prompt Pay Discount

For patients who do not have a TDI plan and are therefore not covered by SB 2476, or those who do not have insurance, they are able to negotiate their bills with a representative from Emergicon's Patient Accounts Department. If a patient is struggling to pay their bill, Watauga offers a discount policy range of 25-45%, meaning if the patient can pay immediately, the negotiated discount can be applied to their balance.

Charity Care

Patients without insurance may also qualify for charity care according to Watauga's charity care policy. If the patient is deemed eligible for charity care, their bill will be written off at 100%.

Potential Revenue Impact of SB 2476

Since this bill prohibits the balance-billing of patients with TDI plans, Watauga's revenue may be negatively impacted. To prevent any potential revenue loss from this bill going into effect, the following actions are recommended:

1. Adopt the proposed fee schedule
2. Submit the new fees to TDI's portal on or before February 2nd, 2024

The bill aims to put more pressure on commercial insurance to pay EMS more fairly, based on the fees submitted to the portal, making the submission of a robust fee schedule crucial. If fees are not submitted before the deadline, insurance is required to pay the lesser of Watauga's total billed charges or 325% of Medicare rates.

Watauga EMS Performance Insights

When Watauga EMS partnered with Emergicon in 2020, annual collections were projected at \$400,000.

In FY22, Watauga collected **\$675,863.20.**

In FY23, Watauga collected **\$729,483.56.**

FY22	Totals
Volume	1370
Gross Charges	\$ 2,193,703.50
Cash Collections	\$ 675,863.20
FY23	Totals
Volume	1552
Gross Charges	\$ 2,478,468.00
Cash Collections	\$ 729,483.56

Recap

The data available to us from more than 200 EMS agencies in Texas, some similarly sized and with similar populations to the City of Watauga, indicate that your agency's current fee schedule is not in alignment with current industry standards, causing you to capture less than available reimbursement.

Implementing the proposed fee schedule would not only increase revenue but will also help counteract the effects of inflation the US economy is experiencing, especially in the last 3 years.

Any approved change can be implemented immediately upon delivery of written approval to EMERGICON.



EMERGICON
emergency medical billing

EMS Billing **Built for Texas**

Questions?



AGENDA MEMORANDUM

DATE: January 9, 2024
TO: Honorable City Council Members
FROM: Linda Proskey, City Secretary
THROUGH: Linda Proskey, City Secretary
SUBJECT: Consider action to approve the minutes from the December 11, 2023 Regular Council meeting.

BACKGROUND/INFORMATION:

Minutes from the December 11, 2023 Regular Council meeting.

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

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

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. 12.11.2023 Reg. Council Meeting Draft Minutes

REVIEWED BY:

Joshua Jones, City Manager

Linda Proskey, City Secretary

Approved as to form for inclusion on Agenda

Approved - 1/10/2024

Final Approval - 1/11/2024



**MINUTES
WATAUGA CITY COUNCIL
REGULAR MEETING
CITY HALL COUNCIL CHAMBER,
7105 WHITLEY ROAD
MONDAY DECEMBER 11, 2023
6:30 PM**

CALL TO ORDER

Mayor Arthur L. Miner called the meeting to order at 6:30 p.m.

ROLL CALL

The meeting convened with the following members present:

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

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

and

Joshua Jones
Linda Proskey
David Berman
Sandra Gibson
Deby Woodard
Paul Hackleman
Randy Richards
Jeannette Garcia
Timothy Hamilton
Julie Rodriguez

City Manager
City Secretary
City Attorney
Director of Finance
Assistant Director of Finance
Director of Public Works
Assistant Director of Public Works
Planning and Zoning Coordinator
Director of Parks and Community Services
Human Resource Director

INVOCATION

December 11, 2023, Regular City Council Meeting Minutes-page 1

Paster Dennis Hester of First Baptist Watauga Church and Police Chaplin provided the invocation.

PLEDGE OF ALLEGIANCE

Mayor Miner led the pledge to the flags. Then recognized the veterans in the chambers attending the meeting.

ANNOUNCEMENTS

Councilmember Neal said that the Tree Lighting ceremony was spectacular, and He reminded people to adopt a pet from the animal shelter.

Mayor Miner agreed that the Tree Lighting was spectacular and received comments from residents about the fireworks.

PRESENTATIONS

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

Joshua Jones, City Manager presented service awards to Kevin Bell for 5 years.

PUBLIC COMMENT

There were no requests for public comment.

PUBLIC TESTIMONY FOR ACTION ITEMS

There were no requests for public Testimony.

CONSENT AGENDA

Mayor Miner moved to the consent addenda items:

1. Consider action to approve the purchase of Patrol Rifles for the Watauga Police
Department Rifle Refresh Program from Clyde Armory utilizing the Buyboard cooperative purchasing program.
2. Consider action to approve the third and final renewal of the agreement for collection
services with McCreary, Veselka, Bragg & Allen, P.C.
3. Consider action to approve a resolution setting the City of Watauga Observed
Holidays for the 2024 Calendar year.

4. Consider action to approve the proposed resolution amending policy 15.01 Vehicle Use of the Personnel, Administration, and Financial Policies and Procedures Manual.
5. Consider action to approve the proposed resolution amending 10.09 Drug and Alcohol-Free Workplace Policy of the Personnel, Administration, and Financial Policies and Procedures Manual.
6. Consider action to approve the proposed resolution amending Policy 7.01 Overview of the Benefits Program of the Personnel, Administration, and Financial Policies and Procedures Manual.
7. Consider action to approve the proposed resolution amending Policy 4.04 Career Development of the Personnel, Administration and Financial Policies and Procedures Manual.
8. Consider action to approve the Monthly Financial Report for the period ending October 31, 2023.
9. Consider approval of the minutes for the City Council Regular meetings held on October 9, 2023, and the Workshop and Regular Council meetings on November 13, 2023.

Councilmember Taylor removed consent items # 4, 5, 6, and 7.

Mayor Miner said that Consent Item #4 is now Action Item # 5, and the others will run consecutively.

Councilmember Downey seconded.

Mayor Miner called for a Motion. Councilmember Neal made a motion to accept the consent agenda as amended. Mayor Pro Tem Hill seconded the motion. Mayor Miner called for a vote.

Motion carried 6-0-0-1.

Ayes, Shelbourne, Downey, Neal, Minucci, Taylor, Hill

Nays: None

Abstain: None

Absent: Snyder

PUBLIC HEARINGS/ACTION

1. **Public Hearing, discussion, and possible action on the Municipal Storm Drain Utility System Review.**

Sandra Gibson, Finance Director, presented the item. She stated that a public hearing is required every three years. She said they reviewed staffing levels, capital projects, financial information, and storm drain fees on residential and commercial customers.

Mayor Miner opened the Public Hearing at 6:44 pm.

There were no requests to speak.

Mayor Miner closed the Public Hearing at 6:45 pm.

P.23-03: Public hearing to receive comments for or against a request to approve a plat for Lots 1-125 Block A, Lots 1-6 Block B, Lots 1-8 Block C being known as The Pointe at Capp Smith Lake Addition, located east of Denton Highway, west of Parkview Drive, north of Hightower Drive and south of Starnes Road. The proposed preliminary plat is to subdivide 11.703 acres out of the Phillip Green Survey, Abstract No. 566 into 132 total lots and 7 open space lots to accommodate future single-family townhome development. Owner, CW-Smith Lake LLC. Applicant, Ashton Woods.

Randy Richards, Assistant Director of Public Works, presented the item. He went over all the plat and the stages of development.

Mayor Miner opened the public hearing at

Lindsey Neal 6920 Cheatham Dr. Watauga TX. She understood this was a replat but had questions about why the parking spaces were reduced and the type of fencing on the Starns' side coming into the park.

Randy Richard said he wasn't aware of any parking reduction and the fence will be reviewed when the building plans are submitted.

Mayor Miner closed the public hearing at 6:51 pm.

Public hearing regarding text amendments to the City of Watauga Code of Ordinances Article III – Food Establishments and Article IV – Public Swimming Pool, Spa and Interactive Water Features of Chapter 16 – Health, to amend regulations to meet current state rules ensuring current standards of regulation and enforcement that will enable and facilitate interlocal cooperation between the City and Tarrant County; amending Section 12-16 of Chapter 12 – Fee Schedule, to amend the fee schedule to modify permit fees for food establishments and for inspections of pools, spas, interactive water features and artificial swimming lagoons.

Jeannette Garcia, Planning and Zoning Coordinator, gave the presentation. She said that this text amendment hadn't been updated in 10 years, and with

the Interlocal agreement renewal with Tarrant County, they felt that this needed to be updated.

Councilmember Taylor asked for clarification that this does not impact residential swimming pools.

Jeannette Garcia said it does not affect residential pools.

Mayor Miner opened the public hearing at 6:55 pm

There were no requests to speak.

Mayor Miner closed the public hearing at 6:56 pm.

ACTION ITEMS

Mayor Miner started the action items with #5, which was consent item #4

5. Consider action to approve the proposed resolution amending policy 15.01 Vehicle Use of the Personnel, Administration, and Financial Policies and Procedures Manual.

Councilmember Taylor said he pulled all four items because he feels that a workshop is needed to understand why we are making the changes to the policies and making them now.

Mayor Miner stated that he understands his question is for all four items, but we must take them individually.

City Manager Joshua Jones said he has no problem taking this item to a workshop. He also added that this council tasked him with several things when he started. One was to review the administrative, financial, etc, and etera policies to look for efficiencies and budget savings. He said that this item is tightening the policy on de minimis use and language that needs to be added because of IRS requirements.

Mayor Miner also said he has several questions on this item also.

Councilmember Downey said she would like to make a motion to table this item until a workshop can be conducted in June 2024 to give the City Manager time to gather data.

Mayor Pro Tem Hill seconded the motion.

Councilmember Taylor asked why June.

City Manager Jones said that the June date is so that data can be collected. Currently, there is not a lot of tracking available to do an analysis. He states one of the policy's main changes is adding those reporting measures. He said he will need the time and data to determine the trends, which will take several months.

Mayor Pro Tem Hill asked if Mr. Jones would use the forms included for the data tracking.

Mr. Jones said he was.

Councilmember Downey said that she and the city manager discussed the different policies, and her main concern was the date so that all the maintenance, mileage, and de minimis use could be analyzed so there would be a clearer understanding of this policy change.

Councilmember Shelbourne commented about it being on the consent agenda without prior discussion with all council members at a previous meeting.

Mayor Miner restated the motion by Councilmember Downey to table this item until an unspecified date. Mayor Pro Tem Hill seconded the motion. Mayor Miner called for a vote.

Motion carried 5-1-0-1.

Ayes, Shelbourne, Downey, Neal, Minucci, Taylor, Hill

Nays: Neal

Abstain: None

Absent: Snyder

6. Action items #6, which was consent item #5

Consider action to approve the proposed resolution amending 10.09 Drug and Alcohol-Free Workplace Policy of the Personnel, Administration, and Financial Policies and Procedures Manual.

Mayor Miner reminded that Mr. Taylor pulled the item because he felt a workshop was needed to discuss the changes.

Hearing no further comments, Mayor Miner called for a motion.

Councilmember Neal made a motion to accept the item as presented. Mayor Pro Tem Hill seconded the motion.

Councilmember Taylor commented he has a problem with voting on an item where he still needs the answers to vote. He would have preferred that this be presented in a workshop in January and allow them to get the details.

Mayor Miner reminded the council of the motion made by Councilmember Neal, and Mayor Pro Tem Hill seconded and called for a vote.

Motion failed 2-4-0-1.

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

7. Action items with #7, which was consent item #6

Consider action to approve the proposed resolution amending Policy 7.01 Overview of the Benefits Program of the Personnel, Administration, and Financial Policies and Procedures Manual.

Councilmember Taylor said he pulled this item for the same concern as the previously pulled consent items and would like it postponed to the January workshop.

Julie Rodriguez, Human Resources Director, said she wanted to inform them that this policy was only slightly changed. She stated that during the budget, it was presented to the council that they wanted to introduce an employee of the month program and annual awards, which were approved by the council. They want to add this to the policy.

Mayor Miner asks if it had any further impact on the budget.

Ms. Rodriguez said it does not. It was already approved in the budget.

Mayor Miner reminded everyone there was a motion by Councilmember Taylor to table this until a future workshop in January and asked for a second. The motion did not receive a second and died.

Councilmember Neal made a motion to approve the item as presented. Mayor Pro Tem Hill seconded the motion. Mayor Miner called for a vote.

Motion passed 5-1-0-1

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

8. Action items with #8, which was consent item #7

Consider action to approve the proposed resolution amending Policy 4.04 Career Development of the Personnel, Administration and Financial Policies and Procedures Manual.

Julie Rodriguez, Human Resources Director, stated that this is adding when employees are promoted that they either receive a 5% increase or the starting

pay of their new classification. To ensure those approvals are done on budget appropriations and the funds are available.

Councilmember Minucci asked if the 5% was already in the policy.

Julie Rodriguez stated that they are only adding it must be in budget appropriations.

Councilmember Taylor wanted to know if an employee is going to a lower classification and if they will still get the 5%.

Julie Rodriguez said the 5% is for promotions and does not apply to a lateral or a lesser classification. Mayor Pro Tem Hill made a motion to approve the item as presented Councilmember Neal second the motion. Mayor Miner called for a vote.

Motion passed 6-0-0-1

Ayes, Shelbourne, Downey, Neal, Minucci, Taylor, Hill

Nays: None

Abstain: None

Absent: Snyder

9. P.23-03: Consideration of a request from Ashton Woods for a preliminary plat out of the Phillip Green Survey, Abstract No. 566, being 11.703 acres located east of Denton Highway, west of Parkview Drive, north of Hightower Drive and south of Starnes Road.

Randy Richards, CFM, Assistant Director of Public Works said there were no additional comments.

Councilmember Neal made a motion to accept the item as presented.

Councilmember Downey seconded the motion. Mayor Miner called for a vote.

Motion passed 6-0-0-1

Ayes, Shelbourne, Downey, Neal, Minucci, Taylor, Hill

Nays: None

Abstain: None

Absent: Snyder

10. Discuss and consider action on an ordinance of the City of Watauga, Texas, amending Chapter 16 - Health, of the Code of Ordinances of the City of Watauga, Texas; amending Chapter 12 - Fee Schedule Sec. 12-16 - Health to modify permit fees for food establishments and for pools, spas, interactive water features and artificial swimming lagoons.

Jeannette Garcia, Planning and Zoning Coordinator stated that she had nothing further to add on the item.

Mayor Pro Tem Hill a motion to accept the item as presented. Councilmember Downey seconded the motion. Mayor Miner called for a vote.

Motion passed 6-0-0-1

Ayes, Shelbourne, Downey, Neal, Minucci, Taylor, Hill

Nays: None

Abstain: None

Absent: Snyder

1. Discuss and consider action to approve a bee ordinance.

Mayor Miner pulled the item since the attorney had yet to approve it.

2. Discuss and consider action to adopt a Resolution of the City Council of the City of Watauga, Texas, voting on nominees for appointment to the Board of Directors of the Tarrant Appraisal District for the 2024-2025 term.

Mayor Miner stated that only one person asked for their votes.

Councilmember Taylor made a motion to cast all ten votes for Gary Losada. Councilmember Neal seconded the motion.

Motion passed 6-0-0-1

Ayes, Shelbourne, Downey, Neal, Minucci, Taylor, Hill

Nays: None

Abstain: None

Absent: Snyder

EXECUTIVE SESSION

1. Pursuant to Section 551.074 of the Texas Government Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee. To discuss and provide feedback regarding the annual performance evaluation of the City Secretary.

Mayor Miner recessed into executive session at 7:22 pm.

RECONVENE

Mayor Miner reconvened the meeting at 8:21 pm.

Mayor Pro Tem Hill made a motion to accept the evaluation. Councilmember Downey seconded the motion. Mayor Miner called for a vote.

Motion passed 6-0-0-1

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

ITEMS FOR FUTURE AGENDAS

Mayor Miner asked that the council discuss and take action on resolution 18-07-23-05 regarding the responsibilities of the City Secretary.

ADJOURNMENT

Mayor Miner adjourned the meeting at 8:24 pm

Approved: this _____ day of _____, 2023

Signed: this _____ day of _____, 2023

APPROVED:

ATTEST:

Arthur L. Miner, Mayor

Linda Proskey, City Secretary



AGENDA MEMORANDUM

DATE: January 12, 2024

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works

THROUGH: Joshua Jones, City Manager

SUBJECT: Consider action to approve an Engineering Contract with Burgess Niple, Inc. for the design and construction administration of Community Development Block Grant (CDBG)-CV Round 4 Project (Plum Street Water Improvements)

BACKGROUND/INFORMATION:

The purpose of this agenda item is to approve an engineering contract with Burgess and Niple, Inc. for the design, surveying, and construction administration of the CDBG-CV Round 4 Project for a water main replacement project on Plum Street in the amount of \$48,900.00.

On August 15, 2023, Tarrant County issued a request for proposal for the CDBG-CV Round 4 Grant to fund water infrastructure projects. Burgess and Niple, Inc. prepared and submitted the application. The City of Watauga was awarded \$358,875.00 in Grant Funds for the construction. The City of Watauga shall be responsible for the engineering cost of \$48,900.00 and any construction cost overruns.

On December 18, 2023, Tarrant County issued the City of Watauga an Engineering Firm Selection letter listing two engineering firms qualified to perform the design. The Mayor was asked to sign the letter selecting Burgess and Niple, Inc. by the Director of Public Works through the City Secretary's Office.

The project limits for the water main replacement are from 5901 Plum Street to 5937 Plum Street. The waterline along Plum Street was identified as needing replacement due to excessive breaks and leaks.

The project will remove the existing 6" dia. water line and replace it with an 8" dia. DR-18 PVC water line by open cut. The project also entails removal of two existing fire hydrants, four existing water valves, replacement of concrete driveways and other miscellaneous items of work.



AGENDA MEMORANDUM

We anticipate receiving \$358,875.00 in Grant Funding in the CDBG-CV Round 4 Program. The submitted project has an estimated engineering and construction cost of \$407,775.00 leaving a City obligation of \$48,900 and any construction cost overruns.

Tarrant County will advertise the future construction project for bids and will administer the construction contract for the benefit of the City of Watauga.

FINANCIAL IMPLICATIONS:

Funding for the engineering design in the Capital Improvement Plan (CIP) Reserves. Funding for future construction shall be provided by CDBG Grant and CIP Reserves if needed

RECOMMENDATION/ACTION DESIRED:

Consider approval of the engineering contract with Burgess & Niple, Inc. for CDBG-CV Round 4 Project

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Contract - BN-Watauga CDBG-CV Plum Street Water Line
2. Selection of Engineering Firm - CDBG-CV Round 4
3. Form 1295 Burgess & Niple

REVIEWED BY:

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

Approved - 1/12/2024
Approved - 1/15/2024
Approved - 1/16/2024
Approved - 1/16/2024
Approved - 1/16/2024
Final Approval - 1/17/2024

Approved as to form for inclusion on Agenda

BURGESS & NIPLE

3950 Fossil Creek Blvd., Suite 210 | Fort Worth, TX 76137 | 817.306.1444

January 4, 2024

Paul Hackleman, P.E.
Public Works Director
City of Watauga, Texas
7800 Virgil Anthony Blvd.
Watauga, Texas 76148

Reference: CDBG-CV Round 4 Project – Professional Services Proposal

Dear Mr. Hackleman:

Burgess & Niple (B&N) is pleased to submit this Agreement for Professional Services to provide professional services for the City of Watauga. This agreement is for B&N to provide Design Phase services, Bid Phase services, Construction Phase services, and coordination with Tarrant County for Watauga's water improvements for the Tarrant County CDBG-CV Round 4 Program. Attached is the Agreement, which is prepared for the City Manager's signature.

Thank you for the opportunity to serve the City of Watauga.

Respectfully submitted,

BURGESS & NIPLE

TBPELS FIRM REGISTRATION NO. F-10834



William D. Wendland, P.E.
Vice President
Director, Fort Worth Public Sector

Attachment

**AGREEMENT BETWEEN
CITY OF WATAUGA, TEXAS
AND
BURGESS & NIPLE, INC.
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT EFFECTIVE AS OF _____ ("Effective Date") between CITY OF WATAUGA, TEXAS ("CLIENT") and Burgess & Niple, Inc. ("ENGINEER"). ENGINEER agrees to provide the services described below to CLIENT for the CDBG-CV Round 4 Project, ("ASSIGNMENT").

Client Legal Name: City of Watauga, Texas

Street Address: 7105 Whitley Road

City: Watauga State: Texas Zip Code: 76148

Contact Person: Paul Hackleman, P.E., Public Works Director

Phone: (817) 514-5837 Fax: (817) 514-5854

☐ Corporation
☒ Public Agency

☐ Partnership
☐ Individual

☐ Sole Proprietor
☐ Limited Liability Company (LLC)

The ASSIGNMENT

The CLIENT desires to engage the ENGINEER to provide professional engineering services for the CDBG-CV Round 4 Project, herein called the ASSIGNMENT, which is described as follows:

SCOPE OF SERVICES

ENGINEER shall provide the professional engineering services to CLIENT described in accordance with the terms and conditions of this Agreement. This Agreement shall include this Agreement form, Exhibit A – Scope of Services, Exhibit B – Assignment Location Map, Exhibit C - Opinion of Probable Construction Cost, Exhibit D - Hourly Fee Schedule, and Exhibit E – Contract Rider.

ASSIGNMENT START

CLIENT shall execute two copies of the Agreement. A signed original of the Agreement returned to the office indicated will consummate our Agreement and serve as authorization for ENGINEER to proceed with the services. The person signing this contract warrants that he or she has the authority to sign as or on behalf of the CLIENT for whom or for whose benefit ENGINEER'S services are rendered. This Agreement may be executed by a facsimile signature that, when so executed, shall be deemed to be an original of the same Agreement.

TIME FOR COMPLETION

ENGINEER shall complete its obligations within a reasonable time. All services are to be completed by March 31, 2025 and is hereby agreed to be reasonable. If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER'S services is impaired, or ENGINEER'S services are delayed or suspended, then the time for completion of ENGINEER'S services, and the rates and amounts of ENGINEER'S compensation, shall be adjusted equitably. If CLIENT authorizes changes in the scope, extent, or character of the ASSIGNMENT or ENGINEER'S services, then the time for completion of ENGINEER'S services, and the rates and amounts of ENGINEER'S compensation, shall be adjusted equitably. CLIENT shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its services. If ENGINEER fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then CLIENT shall be entitled to the recovery of damages, if any, resulting from such failure.

CLIENT and ENGINEER further agree as follows:

1.01 Basic Agreement

- A. ENGINEER shall provide, or cause to be provided, the services set forth in this Agreement and CLIENT shall pay ENGINEER for such Services as set forth in Paragraph 10.01.
- B. The CLIENT and the ENGINEER understand, acknowledge, and agree that the ENGINEER shall be acting as an independent contractor at all times during the performance of this agreement and no provision or obligation expressed or implied in this agreement shall create an employment, agency, or fiduciary relationship.

2.01 Payment Procedures

- A. ENGINEER will prepare a monthly invoice in accordance with ENGINEER'S standard invoicing practices and submit the invoice to CLIENT.
- B. CLIENT will pay ENGINEER'S monthly invoices in accordance with Texas Government Code Title 10. General Government; Subtitle F. State and Local Contracts and Fund Management, Chapter 2251. Payment for Goods and Services.
- C. If CLIENT does not give ENGINEER written notice disputing an invoice within thirty (30) days of the date thereof, the invoice shall conclusively be deemed correct. All payments made by CLIENT should specify the invoice numbers being paid. If payments are received that do not specify the invoices being paid, ENGINEER may, at its sole discretion, apply payments against outstanding interest or invoices.
- D. In the event sales tax is imposed on professional services, CLIENT shall be responsible for this additional cost.
- E. All documents including but not limited to reports, drawings and specifications, provided or furnished by ENGINEER pursuant to this Agreement are Instruments of Service in respect to the Project, whether or not the Project is completed, and shall be the property of the CLIENT. The CLIENT shall have, keep and retain all rights, title and interest in and to all Instruments of Service, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all Instruments of Service, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement. ENGINEER shall endeavor to omit any information in the Instruments of Service which may constitute trade secrets. If any portion of the documents comprising the Instruments of Service have been previously copyrighted or otherwise protected from disclosure or unauthorized use by the ENGINEER which have previously been prepared by the ENGINEER and which are not created for the sole and specific purpose of this Project, such copyright protections or reservations of rights shall be expressly stated thereon.

3.01 Additional Services

- A. If authorized by CLIENT, or if required because of changes in the ASSIGNMENT, ENGINEER shall furnish services in addition to those set forth above.
- B. CLIENT shall pay ENGINEER for such additional services an amount equal to the cumulative hours charged to providing the Additional Services under the Assignment by each class of ENGINEER'S employees, times standard hourly rates for each applicable billing class; plus reimbursable expenses and ENGINEER'S Consultants' charges, if any or at established Unit Costs. ENGINEER'S standard hourly rates, reimbursable expenses schedule, and applicable unit cost items are set forth in Exhibit D. Additional Services require written authorization by CLIENT prior to performance of such services.

4.01 Termination

- A. The Agreement may be terminated with or without cause by either party on thirty (30) days' written notice, the end of such notice period being the effective date of termination. CLIENT shall pay ENGINEER in accordance with the Agreement for all services performed and reimbursable expenses incurred through the effective date of termination.

5.01 *Controlling Law*

- A. This Agreement is to be governed by the laws of the State of Texas. Each party consents to and submits itself to jurisdiction of the courts of the State of Texas, and to venue in Tarrant County, Texas.
- B. For claims, disputes, or other matters in question between the parties to the Agreement arising out of or relating to the Agreement or breach thereof, the parties shall endeavor to settle these matters by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. Each party shall pay one-half of the mediation fees and shall be responsible for all costs and expenses incurred by that party.

6.01 *Successors, Assigns, and Beneficiaries*

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.01.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all agreements and obligations of this Agreement.
- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or ENGINEER.

7.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. ENGINEER may employ consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by the CLIENT. ENGINEER is responsible for the work product of such consultants employed by ENGINEER.
- B. Upon payment in full for completed services, original documents, plans, designs, and survey notes developed in connection with services performed hereunder belong to and remain the property of the CLIENT in consideration of which it is mutually agreed that the CLIENT will use them solely in connection with the Assignment, save with the express consent of the ENGINEER. The ENGINEER may retain reproducible copies of such documents.
- C. ENGINEER shall not at any time supervise, direct, or have control over any work by CLIENT'S contractors, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor engaged by the CLIENT, for safety precautions and programs incident to the work progress of a CLIENT'S contractor, nor for any failure of any contractor engaged by CLIENT to comply with laws and regulations applicable to such contractor's work.
- D. ENGINEER neither guarantees the performance of any contractor engaged by the CLIENT nor assumes responsibility for any such contractor's failure to furnish and perform its work in accordance with the contract between CLIENT and such contractor.

- E. ENGINEER shall not be responsible for the acts or omissions of any CLIENT-engaged contractor, subcontractor, or supplier, or of any CLIENT-engaged contractor's agents or employees or any other persons (except ENGINEER'S own employees) at the ASSIGNMENT site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by CLIENT without consulting the ENGINEER.
- F. The construction contract documents prepared hereunder are to be the approved Tarrant County construction contract documents.
- G. ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS CLIENT FOR CLAIMS, DAMAGES, LIABILITIES AND LOSSES (INCLUDING ATTORNEY'S FEES AND COSTS) IF AND TO THE EXTENT THAT SUCH CLAIM, DAMAGE, LIABILITY OR LOSS IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER BY ENGINEER, ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL; PROVIDED HOWEVER THAT ENGINEER'S LIABILITY SHALL NOT EXCEED THE INSURANCE COVERAGE LIMITS SET FORTH IN SUBSECTION (H) OF THIS SECTION.
- H. The Professional shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
1. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
 2. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 3. Professional Liability / Errors and Omissions insurance with limits of not less than:
 - \$2,000,000 Annual aggregate and limit per claim;
 - \$5,000,000 Excess/Umbrella liability per occurrence with drop down coverage.
- I. In the event that ENGINEER undertakes to provide construction cost estimation services, the following shall apply. Evaluation of the CLIENT'S ASSIGNMENT budget, preliminary estimates of construction costs, and detailed estimates of construction costs (if any), or any portion thereof prepared by ENGINEER represent ENGINEER'S judgment, based upon the information provided to ENGINEER at the time of evaluation or preparation, as a design professional familiar with the construction industry. It is recognized, however, that neither ENGINEER nor the CLIENT has control over the cost of labor, materials, or equipment, over a contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, ENGINEER does not have any responsibility in the event that bids or negotiated prices vary from the CLIENT'S ASSIGNMENT budget or from any estimate or construction cost or evaluation prepared or agreed to by ENGINEER.
- J. The parties acknowledge that ENGINEER'S scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the ASSIGNMENT affected thereby until CLIENT: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.
- K. The parties acknowledge that ENGINEER'S scope of services does not include any services specifically not included within ENGINEER'S Scope of Service
- L. The parties acknowledge that ENGINEER'S Scope of Services is based upon the ordinance, criteria and/or policies and procedures currently in effect in the City of Watauga, Texas, as reasonably interpreted. Any

revisions to these policies could impact the proposed civil engineering services and therefore necessitate an appropriate adjustment in the above fees.

- M. With the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER'S and CLIENT'S representatives with respect to the Assignment and the responsibilities of the CLIENT under the Agreement. Such an individual shall have the authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.
- N. ENGINEER verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- O. ENGINEER represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

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

- P. ENGINEER verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if ENGINEER is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) ENGINEER has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.
- Q. ENGINEER verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) ENGINEER has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement. However, this prohibition does not apply: (i) if ENGINEER is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

8.01 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 18, inclusive), together with Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E, constitutes the entire agreement between CLIENT and ENGINEER for the provisions of the ASSIGNMENT and supersedes all prior written or oral understandings for the provision of the ASSIGNMENT. All project-specific contracts between CLIENT and ENGINEER shall remain in full force and effect until terminated as provided therein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. No provision in any invoice, statement or billing instrument shall waive or modify any provision of this Agreement if in conflict.

9.01 Severability

- A. If any part, term, or provision of the Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of the Agreement shall not be affected, and the rights of the ENGINEER and CLIENT shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

10.01 Payment for Scope of Services (Maximum Sum Basis)

- A. Using the procedures set forth in paragraph 2.01, CLIENT shall pay ENGINEER for Scope of Services as follows:
1. A total Maximum Sum amount of **Forty-Eight Thousand Nine Hundred Dollars and No Cents (\$48,900.00).**
 2. The Maximum Sum includes compensation for ENGINEER'S services and services of ENGINEER'S Consultants, if any. Appropriate amounts have been incorporated in the Maximum Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 3. The portion of the compensation amount billed monthly for ENGINEER'S services will be based upon ENGINEER'S estimate of the percentage of the Maximum Sum Items and Unit Cost Items actually completed during the billing period. The compensation amount stipulated is conditioned on a period of service ending by March 31, 2025. If such end date is extended, the compensation amount for ENGINEER'S services shall be appropriately adjusted.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

CLIENT: **City of Watauga, Texas**

ENGINEER: **Burgess & Niple, Inc.**

By: _____
Joshua Jones

By: William D. Wendland
William D. Wendland, P.E.

Title: City Manager

Title: Vice President

Date Signed: _____

Date Signed: January 4, 2024

Address for giving notices:

Address for giving notices:

7105 Whitley Road

3950 Fossil Creek Blvd., Suite 210

Watauga, TX 76148

Fort Worth, Texas 76137

Address for remitting invoices:

Burgess & Niple, Inc.

Attention: Accounting Department

330 Rush Alley, Suite 700

Columbus, Ohio 43215

Designated Representative (Paragraph 7.01 M.):

Designated Representative (Paragraph 7.01 M.):

Name: Paul Hackleman, P.E.

Name: William Wendland, P.E.

Title: Public Works Director

Title: Director, Fort Worth Public Sector

Phone Number: (817) 514-5837

Phone Number: (817) 306-1444, x6105

Facsimile Number: (817) 514-5854

Facsimile Number: (817) 306-1555

Email Address: PHackleman@wataugatx.org

Email Address: billy.wendland@burgessniple.com

EXHIBIT A

SCOPE OF SERVICES

Project Understanding and Objective

B&N will provide professional engineering services to design the Plum Street water improvements for the CDBG-CV Round 4 Project. The project limits are from 5901 Plum Street to 5937 Plum Street. The waterline along Plum Street was identified by City Staff as needing replacement due to excessive breaks and leaks. Tarrant County will advertise the project for taking bids and will administer the construction contract for the benefit of the CLIENT.

Scope of Services

Task 100: Design

Following the notice to proceed, ENGINEER will prepare construction plans for the purpose of taking bids. The project will remove approximately 770 linear feet of existing 6" dia. water line and replace it with approximately 770 linear feet of 8" dia. DR-18 PVC water line by open cut. The project also entails removal of two existing fire hydrants, four existing water valves, replacement of 900 square feet of concrete driveway and 248 square feet of existing 6" valley gutter, as well as the construction and installation of two fire hydrants with integral hydra storz connections, four 8" gate valves, and 12 water service transfers.

Task 200: Bidding

The ENGINEER will assist Tarrant County in advertising and bidding of the project. ENGINEER will assist the Owner with awarding the project.

Task 300: Construction Administration

ENGINEER will provide construction administration services. These services are defined as monthly site visits, answering contractor's and Owner's questions during construction, preparing change orders (maximum of 2), reviewing contractor's monthly payment applications, assisting in the final walk-through, and preparing record drawings.

Exclusions

The project only includes the above Scope of Services listed above. It does not include abstracting services, arborist services, construction staking services, subsurface utility engineering (SUE) investigation services, geotechnical engineering (soil borings and investigations), right of entry services, preparation of easements or right-of-way documents.

Deliverables

ENGINEER will prepare construction plans, specifications, and cost estimates so that Tarrant County can advertise the project for bids to construct the project. Up to five (5) hard copies of the plans, specifications and cost estimates will be provided to Tarrant County and the City of Watauga along with an electronic PDF version. One set of Record Drawings will be delivered at the conclusion of the project.

EXHIBIT B
ASSIGNMENT LOCATION MAP

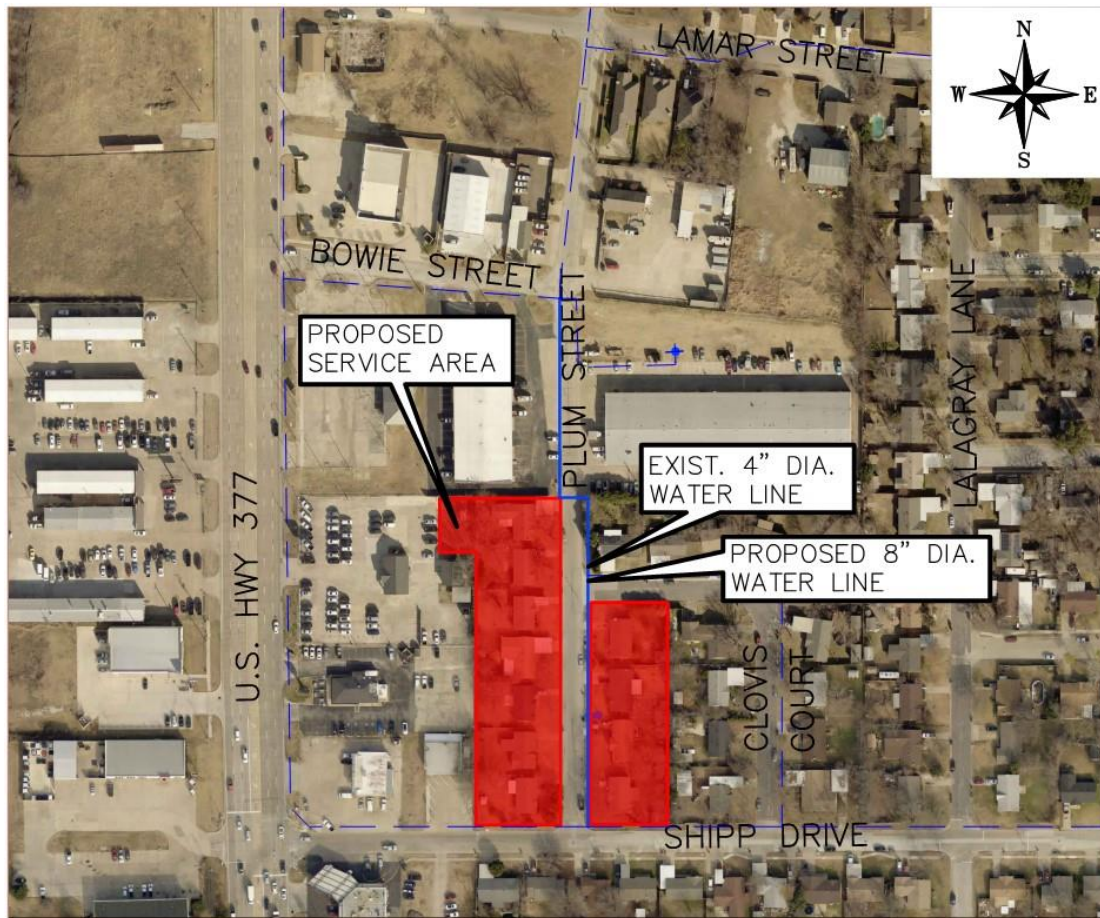


EXHIBIT C OPINION OF PROBABLE CONSTRUCTION COST

PROJECT: CDBG-CV

OWNER: City of Watauga, TX

5901 Plum Street to 5937 Plum Street

DATE: January 4, 2024

PROJECT DESCRIPTION :

Remove 6" cast iron water line and replace with 8" PVC water line

BY: William D. Wendland, P.E.

ITEM NO.	DESCRIPTION OF ITEM	UNIT	BID QUANTITY	UNIT PRICE	COST
1	Prepare and Restore ROW	LS	1	\$ 6,000.00	\$ 6,000.00
2	Remove Existing 6"/8" Water Line	LF	770	\$ 20.00	\$ 15,400.00
3	8" Dia. (DR-18) PVC Water Line	LF	770	\$ 125.00	\$ 96,250.00
4	8" Gate Valve	EA	4	\$ 2,900.00	\$ 11,600.00
5	6" Dia. (DR-18) Water Line	LF	40	\$ 110.00	\$ 4,400.00
6	Fire Hydrant Assembly	EA	2	\$ 9,600.00	\$ 19,200.00
7	Ductile Iron Fittings	TON	0.6	\$ 12,000.00	\$ 7,200.00
8	Connect to Existing Water Line	EA	3	\$ 3,000.00	\$ 9,000.00
9	Remove Existing Fire Hydrant	EA	1	\$ 520.00	\$ 520.00
10	Remove Existing Water Valve	EA	4	\$ 460.00	\$ 1,840.00
11	Temporary Water Service (2 Inch)	LS	1	\$ 4,000.00	\$ 4,000.00
12	Short Single Water Service	EA	5	\$ 1,750.00	\$ 8,750.00
13	Long Single Water Service	EA	7	\$ 2,000.00	\$ 14,000.00
14	Water Service Transfer	EA	12	\$ 450.00	\$ 5,400.00
15	Temporary Pavement Replacement	LF	245	\$ 25.00	\$ 6,125.00
16	Asphalt Pavement Replacement	LF	245	\$ 37.00	\$ 9,065.00
17	Remove & Replace Concrete Driveway	SF	900	\$ 14.00	\$ 12,600.00
18	Remove & Replace Existing 6" Valley Gutter	SF	248	\$ 50.00	\$ 12,400.00
19	4" Thick Topsoil & Solid Sodding	SY	326	\$ 16.00	\$ 5,216.00
20	Project Signs	EA	2	\$ 620.00	\$ 1,240.00
21	Trench Safety	LF	770	\$ 2.00	\$ 1,540.00
22	Erosion Control Plan	LS	1	\$ 3,200.00	\$ 3,200.00
23	Traffic Control Plan & Implementation	LS	1	\$ 4,700.00	\$ 4,700.00
24	Miscellaneous Allowance	LS	1	\$ 12,000.00	\$ 12,000.00
	Subtotal				\$ 271,646.00
	20% Contingency				\$ 54,329.00
	Total				\$ 325,975.00

Note: This Engineer's Opinion of Probable Construction Cost is made on the basis of the Engineer's experience and best judgment as a design professional. The engineer has no control over the cost of labor material or services to be furnished by others.

EXHIBIT D
HOURLY FEE SCHEDULE

<u>Description</u>	<u>Hourly Rate*</u> <u>Min. - Max.</u>
Principal/Associate.....	\$170 - \$320
Senior Project Manager	\$130 - \$300
Project Engineer.....	\$100 - \$200
Graduate Engineer	\$90 - \$150
Senior Technician	\$100 - \$190
Technician.....	\$70 - \$150
Administrative	\$70 - \$125
Direct Expenses	Cost + 0%
Local Travel (Auto mileage).....	Current IRS Allowable Rate + 0%
Subcontract Work	Cost + 0%

*Actual hourly rates are based upon experience level and expertise

CITY OF WATAUGA, TEXAS
CONTRACT RIDER
FOR CONTRACTS FUNDED IN WHOLE OR PART
WITH ARPA RECOVERY FUNDS

This Contract is funded in whole or in part by Federal, State, and Local Fiscal Recovery Funds under the American Rescue Plan Act of 2021. Procurements in excess of the Simplified Acquisition Threshold must contain terms and provisions required under federal procurement guidelines, 2 CFR Part 200, Appendix II. This is an acknowledgement that federal funds will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or

pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

Davis-Bacon Act Compliance

1. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141- 3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. *Minimum wages.*
 - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section; also, regular contributions made or costs

incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided hereinafter. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

3. *Withholding*. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

4. *Payrolls and basic records*.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the appropriate federal agency if the

- agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the agency on request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the appropriate federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under section available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
5. *Apprentices and trainees*
- (i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant

to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- 6. *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 7. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 8. *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 9. *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 10. *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 11. *Certification of eligibility.*
 - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded

Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Copeland "Anti-Kickback" Act.

- 1. *Contractor.* The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the City or appropriate federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3. *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

Contract Work Hours and Safety Standards Act.

- 1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages.
- 3. *Withholding for unpaid wages and liquidated damages.* The City or appropriate federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.
- 4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Federal Clean Air Act; Water Pollution Control Act

- 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
- 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance or grants.

4. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
5. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
6. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance or grants.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer (contractor) agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Act; Contractor Certification

The contractor, by execution of the Contract, certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition,

the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.
Signature of Contractor's Authorized Official

Recovered Materials Procurement

1. In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements, or at a reasonable price.
2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Covered Telecommunications or Video Surveillance Services

1. *Definition of covered telecommunications equipment.* For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, and as described in Public Law 115–232, covered telecommunications equipment is:
 - i. telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. *Prohibitions.* The contractor is prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 - iv. Unless an exception in this section applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee federal funds through this Contract to:
 - (a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any

- system, or as critical technology as part of any system; or
- (d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
3. *Exceptions.*
- i. This section does not prohibit contractors from providing:
- (a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
- (a) Covered telecommunications equipment or services that are not used as a substantial or essential component of any system; and are not used as critical technology of any system.
- (b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
4. *Reporting requirement.*
- i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in this section to the City, unless elsewhere in this contract are established procedures for reporting the information.
- ii. The Contractor shall report the following information pursuant to the foregoing subsection:
- (a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (b) Within 10 business days of submitting the above information: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
5. *Subcontracts.* The Contractor shall insert the substance of this section, including this subsection, in all subcontracts and other contractual instruments.”
2. For purposes of this section:
- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Federal Acknowledgements

1. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this Contract.
2. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this Contract.

Certificate of Interested Parties (Texas Ethics Commission Form 1295).

1. For contracts that require City council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Texas Government Code, the City may not accept or enter into a contract until it has received from the contractor a completed and signed Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.
2. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential the contractor with respect to the proper completion of the TEC Form 1295.

Energy Boycott.

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

Firearms.

In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a

Preference for Domestic Products

1. As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section should be included in all subcontracts including all contracts and purchase orders for work or products under this Contract.

firearm entity or firearm trade association. The signatory executing the Contract on behalf of the contractor verifies that the contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.

Critical Infrastructure.

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

Anti-Boycott Israel Verification.

In accordance with Chapter 2271, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of the contractor

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

Iran, Sudan, and Foreign Terrorist Organizations.

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

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

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

ACKNOWLEDGED AND AGREED:

Burgess & Niple, Inc.

CONTRACTOR

By



(Signature)

William D. Wendland

(Type/Print Name)

Vice President

(Title)



TARRANT COUNTY
COMMISSIONERS COURT

December 18, 2023

ADMINISTRATOR'S OFFICE
COMMUNITY DEVELOPMENT DIVISION
James McClinton, Director

Hon. Arthur Miner
City of Watauga
7105 Whitley Rd
Watauga, TX 76148

Subject: Engineering Firm Selection for Tarrant County CDBG-CV Program

Dear Mayor

On November 20, 2023, "Letters of Qualification" were solicited from local consulting engineers for engineering services for our fourth round of CDBG-CV projects. Copies of these letters of qualification are available in the Tarrant County Community Development office for your review if you so desire.

The responses were reviewed and evaluated in five (5) categories: staff capabilities, experience, knowledge of your community, reputation of firm, and education and registration. The following two (2) firms appear to be best qualified for your CDBG project:

1. Burgess & Niple, Inc.
2. Teague Nall & Perkins, Inc.

Please provide us with your consulting engineering selection in the space provided on the enclosed copy of this letter and return it to the Tarrant County Community Development office by 4:00PM Friday, December 29th, 2023. Your response via email attachment (BLHearne@tarrantcountytexas.gov; cc: MEMorris@tarrantcountytexas.gov) ASAP is appreciated.

Sincerely,

A handwritten signature in dark ink, appearing to read "James A. McClinton".
James A. McClinton
Director

C: City Secretary, Public Works

Consulting firm selection: Burgess and Niple

By: Arthur L Miner Title: Mayor

2501 Parkview Drive, Suite 420, Fort Worth, TX 76102 817-850-7940

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Burgess & Niple, Inc.
Columbus, OH United States

Certificate Number:
2024-1108950

Date Filed:
01/05/2024

Date Acknowledged:
01/16/2024

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

Watauga, TX

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

CDBG-CV Round 4 Plum Street
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Arnold, Don	Cincinnati, OH United States	X	
	Bernhardt, Mark	Columbus, OH United States	X	
	Hutson, Mark	Painesville, OH United States	X	
	Lewellyn, Matthew	Parkersburg, WV United States	X	
	Muccillo, Edwin	Tempe, AZ United States	X	
	Perfater, Scott	Orlando, FL United States	X	
	Sponaugle, Kenneth	Cincinnati, OH United States	X	
	Thieken, Stephen	Columbus, OH United States	X	
	Toombs, Brian	Columbus, OH United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



AGENDA MEMORANDUM

DATE: January 12, 2024

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works

THROUGH: Joshua Jones, City Manager

SUBJECT: Consider action to approve the purchase of one (1) Ford Truck from Silsbee Ford through the TIPS Cooperative purchasing program - Contract #210907

BACKGROUND/INFORMATION:

The Fiscal Year 2023-24 approved Budget provides funding for the one (1) Ford Truck as listed below:

1. F-150 Truck - Finance Department - Utility Billing - 2023-24 Equipment Replacement Fund

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

The Fleet and Building Maintenance Division of the Public Works Department obtained quotes for one (1) Ford Truck from Silsbee Ford utilizing the TIPS Cooperative Contract #210907 in the amount of \$33,699.00.

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

FINANCIAL IMPLICATIONS:

This purchase is funded in Fiscal Year 2023-24 Approved Budget

RECOMMENDATION/ACTION DESIRED:

Staff respectfully recommends the City Council approve the purchase of one (1) Ford Trucks from Silsbee Ford

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Proposal - Ford F-150



AGENDA MEMORANDUM

2. Form 1295 Silsbee

REVIEWED BY:

Paul Hackleman, Director of Public Works

David Berman, City Attorney

Deby Woodard, Assistant Director of Finance

Sandra Gibson, Director of Finance

Joshua Jones, City Manager

Linda Proskey, City Secretary

Approved as to form for inclusion on Agenda

Approved - 1/12/2024

Approved - 1/15/2024

Approved - 1/16/2024

Approved - 1/16/2024

Approved - 1/16/2024

Final Approval - 1/17/2024



PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF WATAUGA

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: F150 REGULAR CAB

Date: January 3, 2024

A. Bid Item: _____

A. Base Price: \$ **38,795.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
F1C	2023 FORD F150 REGULAR CAB		101A	ORDER GROUP XL	\$ -
99P	2.7L V6 ECOBOOST	\$ 1,285.00			
	141 WHEELBASE 8' BOX				
85A	XL POWER GROUP	-			
	REVERSE SENSING SYSTEM				
	CRUISE				

Total of B. Published Options: \$ **1,285.00**

Published Option Discount (5%) \$ **(64.25)**

C. Unpublished Options

\$= 1.3 %

Description	Bid Price	Options	Bid Price
		EXTERIOR- OXFORD WHITE	
SPRAY IN BEDLINER	\$ 510.00	INTERIOR- AG GRAY VINYL 40/20/40	
		UNIT ON THE GORUND	
		1FTMF1CP5PKF75501	

Total of C. Unpublished Options: \$ **510.00**

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

\$ -

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

F. Contract Price Adjustment: 2023 DISCOUNT **

\$ **(7,175.00)**

G. Additional Delivery Charge: 199

\$ **348.25**

H. Subtotal:

\$ **33,699.00**

I. Quantity Ordered 1 x H =

\$ **33,699.00**

J. Trade in: _____

\$ -

K.

L. Total Purchase Price

\$ **33,699.00**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

SILSBEE FORD
SILSBEE, TX United States

Certificate Number:
2024-1112428

Date Filed:
01/16/2024

Date Acknowledged:
01/16/2024

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

CITY OF WATAUGA

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

210907 AUTOMOBILES
FLEET TRUCKS

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



AGENDA MEMORANDUM

DATE: January 12, 2024

TO: Honorable City Council Members

FROM: Sandra Gibson, Director of Finance
Randy Barkley, Assistant Fire Chief

THROUGH: Joshua Jones, City Manager

SUBJECT: Consider action on an ordinance of the City of Watauga, Texas, amending Chapter 12 Fee Schedule Sec. 12-16 (d) Ambulance service rates

BACKGROUND/INFORMATION:

The City of Watauga's Chapter 12 Fee Schedule, Sec. 12-16 (d) outlines itemized fees related to ambulance services. The ambulance base fees have not been increased since 2006, and various other itemized fees were increased in 2011 and 2021. The industry has moved to a more bundled design rate structure which helps to achieve maximum reimbursement.

The proposed ordinance provides for a bundled fee design as well as an increase in fees that reflects the rising cost of providing EMS services. The proposed fee schedule also does away with the differentiation in the resident and non-resident rates, and moves to a more service cost recovery basis. The bundled fee design is shown below and includes Advanced Life Support (ALS), Basic Life Support (BLS), related disposables, Oxygen during transport, Mileage, and Treatment No Transport (TNT). The ALS and BLS base fees include medications in the proposed fee schedule.

Proposed Fee Schedule	
ALS-2	\$1800.00
ALS-E	\$1600.00
BLS-E	\$1400.00
ALS DISP	\$400.00
BLS DISP	\$350.00
O2	\$150.00
Mileage	\$24.00
TNT	\$175.00



AGENDA MEMORANDUM

The timing of the proposed fee schedule changes will provide for ambulance service providers to submit their fee schedule to the Texas Department of Insurance (TDI) by the final submission date of February 2, 2024 as required by Senate Bill 2476. This bill mandates fee schedules to be uploaded to the TDI's portal to establish the fees commercial insurance companies will pay. If not reported, the commercial insurance company will pay the lesser of 325% of Medicare rates or the total billed charges. While Watauga Fire/EMS does engage in balance billing when approved by state and federal law, it is important to note that this practice is now tightly regulated through Texas Senate Bill 2476. The new Senate bill will eliminate certain balance billing situations, meaning that patients will not be responsible for paying any out-of-pocket costs above their deductible or payable responsibility for ground ambulance rides, even if they are transported by an out-of-network ambulance provider.

FINANCIAL IMPLICATIONS:

An increase of approximately \$20,000 is forecasted. This may be offset by the impact of Senate Bill 2476.

RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the Ordinance amending the Chapter 12 Fee Schedule, Sec. 12-16(d) regarding Ambulance Service Rates.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Watauga Ordinance Amending Fee Schedule Ambulance Service Rates
2. Sec._12_16.___Chapter_16__Health. Proposed Ambulance Service Fee changes

REVIEWED BY:

Sandra Gibson, Director of Finance
David Berman, City Attorney
Randy Barkley, Assistant Fire Chief
Joshua Jones, City Manager
Linda Proskey, City Secretary

Approved - 1/15/2024
Approved - 1/18/2024
Approved - 1/18/2024
Approved - 1/19/2024
Final Approval - 1/19/2024

Approved as to form for inclusion on Agenda

**CITY OF WATAUGA, TEXAS
ORDINANCE NO. 2024-**

**AN ORDINANCE OF THE CITY OF WATAUGA, TEXAS,
AMENDING CHAPTER 12, SECTION 12-16, SUBSECTION
(d) OF THE CODE OF ORDINANCES OF THE CITY OF
WATAUGA, TEXAS; AMENDING THE FEE SCHEDULE
TO REVISE AMBULANCE SERVICE RATES; PROVIDING
FOR REPEAL; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, pursuant to Chapter 51 of the Texas Local Government Code, the City of Watauga has the full power of local self-government and may adopt and amend ordinances for the good government, peace and order of the City; and

WHEREAS, the City Council finds a revision of the Code of Ordinances to incorporate revised ambulance fees set by City Council into the schedule of fees is merited; and

WHEREAS, the City of Watauga has studied the cost of providing city services and enforcing regulations; and

WHEREAS, the City of Watauga has identified certain services that are currently not being covered by the existing fees; and

WHEREAS, the City Council of the City of Watauga finds that the fees established herein do not exceed the amount reasonably necessary to provide the services to which they are related; and

WHEREAS, the City Council of the City of Watauga finds that the fees and rates described herein are necessary to provide for the services to which they relate; and

WHEREAS, the City Council finds that it is necessary to amend its fee schedule in order to more effectively provide services to the residents and businesses of the City of Watauga.

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

I.

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

II.

The Code of Ordinances, Watauga, Texas, be and is hereby amended by deleting Subsection 12-16(d) of Chapter 12 thereof and substituting therefor a new Subsection 12-16(d), without amendment or repeal other subsections of Section 12-16, to provide as follows:

“Chapter 12 - FEE SCHEDULE

Sec. 12-16. - Chapter 16, Health.

. . . .

(d) *Ambulance rates*

Advanced life support (ALS-E) \$1600.00

Advanced life support (ALS-2) \$1,800.00

Basic life support (BLS-E) resident \$1,400.00

ALS supplies—Routine disposable \$400.00

BLS supplies—Routine disposable \$350.00

Oxygen, administration, and supplies/hr. \$150.00

ALS and BLS mileage per mile \$24.00

Treatment/no-transport (TNT) \$175.00

III.

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 of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances or Ordinances are hereby repealed.

IV.

In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Watauga, Texas, declares that it would have

passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

V.

This Ordinance shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon application of law and in accordance with Sections 3.11 and 3.13 of the Charter of the City of Watauga, Texas.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this, the 22nd day of January, 2024.

APPROVED:

ARTHUR L. MINER, MAYOR

ATTEST:

LINDA PROSKEY, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

DAVID BERMAN, CITY ATTORNEY

Sec. 12-16. Chapter 16, Health.

(d) *Ambulance service rates.*

~~Advanced life support (ALS) resident \$705.00~~
~~Advanced life support (ALS) nonresident \$855.00~~
~~Basic life support (BLS) resident \$637.00~~
~~Basic life support (BLS) nonresident \$787.00~~
~~Treatment/no transport \$175.00~~
~~ALS mileage per mile \$15.00~~
~~BLS mileage per mile \$15.00~~
~~ALS supplies—Routine disposable \$52.50~~
~~BLS supplies—Routine disposable \$52.50~~
~~Disposable linen kit \$25.00~~
~~Oxygen, administration, and supplies/hr. \$119.00~~
~~ALS supplies—Airway management \$94.00~~
~~Additional supplies—Airway management \$112.80~~
~~Additional supplies—IV therapy \$309.60~~
~~Additional supplies—EKG interpretation \$312.00~~
~~ALS supplies—CPAP \$40.00~~
~~ALS supplies—Capnography \$156.00~~
~~ALS supplies—Defibrillation \$210.00~~
~~ALS supplies—EKG pads \$36.75~~
~~ALS supplies—External pacing \$210.00~~
~~ALS supplies—IV therapy \$258.00~~
~~Emergency rate \$112.80~~
~~Pulse oximeter \$113.40~~
~~Blood glucose test \$45.64~~
~~Spinal immobilization \$184.50~~

~~The rate structure for medications dispensed in connection with ambulance services will be determined by an annual review conducted by the chief of the fire department and approved by the city manager. The medication rate structure will be based on supplier costs at the time of the annual review.~~

~~(Code 2001, app. A, art. 2.000; Code 2010, §§ A7.002, A7.006, A7.007; Ord. No. 1467, 8-22-2011; Ord. No. 2021-044, § IV, 9-13-2021)~~

(d) Ambulance service rates

Advanced life support (ALS-E) \$1600.00
Advanced life support (ALS-2) \$1,800.00
Basic life support (BLS-E) resident \$1,400.00
ALS supplies—Routine disposable \$400.00
BLS supplies—Routine disposable \$350.00
Oxygen, administration, and supplies/hr. \$150.00
ALS and BLS mileage per mile \$24.00
Treatment/no-transport (TNT) \$175.00



AGENDA MEMORANDUM

DATE: January 16, 2024

TO: Honorable City Council Members

FROM: Linda Proskey, City Secretary

THROUGH: Linda Proskey, City Secretary

SUBJECT: Consider the approval of the minutes from the January 8, 2024, Workshop meeting.

BACKGROUND/INFORMATION:

Minutes from the January 8, 2024 Workshop meeting on Charter Review Amendments.

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

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

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Januar 8, 2024 Workshop minutes-DRAFT

REVIEWED BY:

Joshua Jones, City Manager

Linda Proskey, City Secretary

Approved as to form for inclusion on Agenda

Approved - 1/16/2024

Final Approval - 1/17/2024



**MINUTES
WATAUGA CITY COUNCIL
WORKSHOP MEETING
CITY HALL COUNCIL CHAMBER,
7105 WHITLEY ROAD
JANUARY 8, 2024
5:30 PM**

CALL TO ORDER

Mayor Arthur L. Miner called the meeting to order at 5:30 p.m.

ROLL CALL

The meeting convened with the following members present:

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

Mayor
Mayor Pro Tem/Council Member Place 7
Council Member Place 1
Council Member Place 2
Council Member Place 3
Council Member Place 4
Council Member Place 5
Council Member Place 6

and
Joshua Jones
Linda Proskey
Robert Parker
Kip Woodruff

Cristy Blackburn
Lindsey Neal

City Manager
City Secretary
Chief of Police
Chairperson, Place 7 Charter Review
Commission
Place 3 Charter Review Commission
Secretary, Place 4, Charter Review
Commission

ANNOUNCEMENTS

There were no announcements made.

PUBLIC COMMENT

No Requests for public comment were received.

PUBLIC TESTIMONY FOR ACTION ITEMS

No Requests for public testimony were received.

PRESENTATIONS

1. **Discuss the suggestions by the Charter Review Commission for the current City Charter.**

Kip Woodruff Charter Review Commission Chairperson opened the presentation.

David Berman read each of the items that the commission presented for amendments.

- a) The first one is Sec. 3.01. - Number, selection, term of the governing body. It is suggested by the Charter Review Commission to make the Council's terms of office from two years to three years. If adopted, the way it would work would be in the 2025 elections. Mayor and Council members in places 3-4 and 5 would be elected to three-year terms in 2026. Places 1, 2, 6, and 7 would then go up for election to three-year terms. 2027, there would be no election for Council that year, and after that, every three years would be skipped. That will continue with that cycle going forward.

Kip Woodruff, Charter Review Commission Chairperson, said this would save the city money and give a council member more time to settle into the position. He said the commission was unanimous on this amendment.

Councilmember Taylor pointed out that it takes a good year to get up to speed and learn newly elected members' positions. A three-year term allows a council member to make an impact.

Mayor Miner said that several cities have gone to three-year terms.

Mayor Miner asked for consensus by the Council to move forward with the suggestion for amendment.

Yea - Place 1, 2, 3, 4, 5, 6, 7
Nay – 0

- b) David Berman presented the 2nd proposed change for consideration. Amending section 3.05 vacancies and forfeiture of office and filling the vacancies. He said that there are a few changes to this section:
 - Changing the term moral turpitude to the word theft. You forfeit your office if you have been convicted of theft. We've just replaced Moral Turpitude, which was vague.
 - A council member's failure to attend a meeting can be excused for jury service; we've added the word illness and left in the word personal emergency, incapacitation, or vacation and removed the word personal from vacation. This amendment is a housekeeping item.

- The total of absences changed to four instead of 3 absences, excused or unexcused, other than jury service in any six regularly scheduled meetings, can constitute grounds for forfeiture. The problem with the language in our Charter is that it needs to be more consistent and specific about what happens when a Council member is absent. So regardless of the reasons, if the reason fits within any of the several categories in our Charter, the forfeiture of office and the vacancy occurs when the Council formally declares the seats to be vacant. The Council Member, who is the subject of the vacancy of the forfeiture proceeding, does not get to vote.

Councilmember Shelbourne asked for clarification on the forfeiture of the office if it is automatic.

David Berman, City Attorney, said that if the grounds exist, there will be a forfeiture proceeding or a hearing by the Council. The subject of that proceeding will be whether or not the events would be excused or not excuse, but it's not automatic; you are no longer on the Council even if the Council hasn't done anything to declare.

Councilmember Shelbourne asked why it went from 4 to 3 absences come from.

Kip Woodruff, Chairperson of the Charter Review Commission, said that the Charter Review Commission felt like three was better than four because four was prolonging it.

Cristy Blackburn with the Charter Review Commission stated that they went from 4 to three because meetings were being missed, and they wanted to make it more cohesive.

Mayor Miner asked for consensus by the council to move forward with the suggestion for amendment.

Yea - Place 1, 2, 3, 4, 5, 6, 7

Nay – 0

- c) David Berman, City Attorney, read the amendment to 3.06, which is a housekeeping item. Rather than saying that the mayor shall be recognized as the ceremonial and governmental head of the city, suggesting it is changed to read, The mayor should be recognized as the official and ceremonial head of the city.

Mayor Miner asked for consensus by the council to move forward with the suggestion for amendment.

Yea - Place 1, 2, 3, 4, 5, 6, 7

Nay – 0

- d) David Berman, City Attorney, read the amendment to 11.01 and said this is a fundamental change. Currently, to be on the Planning and Zoning Commission, you have to be a city resident and own real property within the city. The new language

strikes the requirement of owning real estate within the city, but they would still need to be residents.

Mayor Miner reminded everyone that this was on the last charter amendment and was voted down even though it is illegal.

Mayor Miner asked for consensus by the council to move forward with the suggestion for amendment.

Yea - Place 1, 2, 3, 4, 5, 6, 7

Nay – 0

- e) David Berman, City Attorney, read the amendment to 12.02. The Charter for the City of Watauga has historically contained a provision with heightened requirements for franchise ordinances. Most but not all Public Utilities are franchisees. Most cities will require some type of franchise agreement and will get franchise fees from those agreements. Currently, to franchise a public utility, there has to be an ordinance; it must be read twice at two separate meetings and can only be adopted after 30 days have expired after the first time it's read. It can't be adopted until at least 30 days have elapsed after its final passage, and then it has to be published once a week for four consecutive weeks. Those are heightened requirements that make it extremely difficult for a franchisee to be franchised. Understand that we still retain and always will retain the authority to grant or deny a franchise. This makes it more difficult for the council and staff to grant a franchise we want to grant. Also, being this difficult opens it up to mistakes in the process, which a franchise competitor could say was invalid at that point. This amendment makes granting a franchise easier and more effective.

Councilmember Taylor pointed out the cost savings in advertising.

Lindsey Neal asked if they discussed it in the Charter Review Commission because she didn't have a record.

Mayor Miner said it wasn't discussed; this is a housekeeping item.

Mayor Miner asked for consensus by the council to move forward with the suggestion for amendment.

Yea - Place 1, 2, 3, 4, 5, 6, 7

Nay – 0

- f) David Berman, City Attorney, read the amendment to 13.01. This initial charter provision authorized the original charter to be submitted to the voters for election. It is no longer needed since the charter has been adopted. The recommendation is to reserve 13.01 for future expansion.

Mayor Miner asked for consensus by the council to move forward with the suggestion for amendment.

Yea - Place 1, 2, 3, 4, 5, 6, 7

Nay – 0

- g) David Berman, City Attorney, read the amendment to 14.03 Nepotism. Continuous employment would exclude someone from appointing someone to a position if they've been in that position for at least two years. Two years doesn't apply to the city; six months does. This is a housekeeping change that brings us in line with the Texas Government Code of the nepotism provisions in that statute.

Mayor Miner asked for consensus by the council to move forward with the suggestion for amendment.

Yea - Place 1, 2, 3, 4, 5, 6, 7
Nay – 0

- h) David Berman, City Attorney, read the amendment to 14.04. The Charter says that the Council shall require bonds of all municipal officers and employees to receive or disperse any funds of the city. The word shall is to be replaced with the word may. The Council may require bonds of officers and employees of the city. This gives the Council the flexibility to require or not require bonds.

Mayor Miner asked for consensus by the Council to move forward with the suggestion for amendment.

Yea - Place 1, 2, 3, 4, 5, 6, 7
Nay – 0

- i) David Berman, City Attorney, read the amendment to 14.05. He said a specific incident or circumstance did not generate this change. It slightly changes the language to heighten the requirements to protect the city. This provision reaffirms the existence of our sovereign and governmental immunity and exemptions from liability and imposes formal requirements for notices of claims against the city.

Mayor Miner asked for consensus by the council to move forward with the suggestion for amendment.

Yea - Place 1, 2, 3, 4, 5, 6, 7
Nay – 0

- j) David Berman, City Attorney, read the amendment to 14.17. The recommendation keeps the text of the Charter provision the same. It's simply to change the heading. Now, it says Charter to become effective notwithstanding some section or portion thereof being valid, it should say invalid. He believed this was a typographical error when the Charter was first adopted.

Mayor Miner asked for consensus by the council to move forward with the suggestion for amendment.

Yea - Place 1, 2, 3, 4, 5, 6, 7
Nay – 0

- k) Mayor Miner read the amendment to 7.06. This amendment would change the residency restrictions of the city manager. The city manager need not be a resident of the city when appointed. But shall become a resident of the city within 12 months after commencement of employment and thereafter shall continue to reside within

the city during his or her tenure in office provided, however, that if he or she resides within 7 miles of City Hall at the time of appointment, they may retain residency at that location. The current charter states the city manager need not be a resident of the city when appointed, however. He or she shall become a resident within 12 months after commencement of employment and shall thereafter continue to reside within the city during his or her tenure in office. The time period for the city manager may be extended for an additional period not to exceed six months upon the affirmative vote of the city council.

Kip Woodruff, Chairperson of the Charter Review Commission, said that the thinking behind the 7-mile radius is if you were to hire a city manager from North Richland Hills or someplace. They are already living within those 7 miles; they probably wouldn't want to come and relocate 3 or 4 miles. The commission also felt 12 months was enough time to move within the city.

Mayor Pro Tem Hill clarified that the commission said that if they do not live within 7 miles of Watauga when hired, they must move within the Watauga city limits.

Councilmember Shelbourne asked for clarification on whether there was an extension and what would happen if the city manager did not move into the city within 12 months.

David Berman, City Attorney, stated that the recommendation was to remove the 6-month extension. Also, technically, the appointee would no longer hold the qualifications of office when the 12-month period expired. They would be considered an interim or a holdover until the council could appoint somebody else. If the council does nothing and the city manager does not hold the qualifications of the office, they could still do the bulk of the city manager's functions, but to the extent that they signed anything, their signature wouldn't be valid because they didn't have the qualifications to serve as the city manager. When the 12-month period was coming up and about to expire, the council would need to do something about it and take action somehow so that that would not happen. Councilmember Taylor wanted to clarify, when they appoint a candidate for the office of City manager if they are not currently living within 7-miles of the City Hall at the time of appointment, they get 12 months to relocate within the city of Watauga. Based on the Charter if the City Council does not take action well. Then the City Council, in violation of the Charter. So. it's incumbent upon the council to take action to find a different candidate for that position. And if they don't, as the council, we are failing to follow the terms of the Charter.

Mayor Pro Tem Hill wanted clarification that at 12 months, if the council takes no action to terminate the city manager, they will be made an interim city manager. Then, if the person doesn't vacate the office, anything they sign is invalid because they don't have the requirements to be the city manager if the City Council hasn't taken action.

David Berman, City Attorney, replied that if the person designated as city manager loses the qualifications under our charter to serve as the city manager, then official acts are invalid. Official acts include signing documents for the city, engaging in contracts, spending funds within the city manager's stationary ability, and signing letters that commit the city to certain things; his official actions are not valid under

those circumstances. However, nothing would be valid or invalid for other duties like personnel management, so those are fine.

Mayor Pro Tem Hill wanted to know if something needs to be in place that designates who is qualified to sign documents and contracts under those circumstances.

David Berman, City Attorney, replied it is already in the charter, which outlines the duties and functions of the mayor and the city manager.

Kip Woodruff, Chairperson of the Charter Review Commission, asked if it would be appropriate to include that a formal notice will be given to the city manager at nine months, informing them that they have 3-months left. He felt that there may be a need for a schedule.

Mayor Miner stated that The Commission was presented with four different options. Ranging from doing away with requirements altogether to 12 months, and one of the options allows two six-month extensions. He wants something concrete in the charter that tells what happens if the requirements are unmet. Currently, there is nothing in there.

David Berman, City Attorney, mentioned that they did canvas other cities to see what they were doing, and it came out to be about 50/50 for the residency requirement. He also said that you don't have to have the requirement in the Charter that requires the city manager to be your resident of the city; you could have it in a contract.

Councilmember Neal stated that he believes this is an archaic piece of legislation. He does not feel that it needs to be a requirement in this age of technology. If there is an emergency, the fire and police chief and other directors will be there, and they are not required to live in the city. The city is only four square miles, so there is not a lot of housing to choose from. Also, this requirement cuts down on the potential pull of future city managers.

Kip Woodruff, Chairperson of the Charter Review Commission, agreed with Councilmember Neal.

Councilmember Minucci doesn't feel it is essential for the city manager to live in the city because there are employees around who are close and can respond in an emergency. She thinks this could be something put into a contract instead of the Charter. She wanted to know when the amendment would go into effect if passed. David Berman, City Attorney, said the Charter provision becomes effective once we adopt an ordinance following the successful election, so the earliest would be June.

Cristy Blackburn with the Charter Review Commission stated that whatever is decided will go on the ballot and must be voted on. She agrees that the residency requirement is not needed in the Charter.

Councilmember Taylor agreed with Cristy Blackburn that no matter what they decide, this is ultimately in the hands of the voters. His viewpoint is that if someone outside the metroplex wants to be the city manager in Watauga, they need to move here to see the wants and needs of the citizens. However, if someone lives in Tarrant

County at the time of appointment, why would they have to uproot everything to move into Watauga?

Kip Woodruff, Chairperson of the Charter Review Commission, feels that the council needs to be unanimous in their decision and have a good, solid approach for the voters.

Councilmember Snyder says he agrees the city manager needs to live nearby but doesn't feel it needs to be in the Charter; it could be in a contract.

Mayor Pro Tem Hill asked the attorney if it is harder to take action when you have a contract violation and if that needs to go to court, whereas a violation of our Charter would only involve the action of the City Council.

David Berman, City Attorney, said it would be handled the same way. If the city manager violated the Charter or contract, the council would terminate that person's employment, and either way, the city could get sued or not get sued. Both positions are just as strong.

Councilmember Downey agrees with Councilmember Snyder and Mayor Pro Tem Hill. She feels it should be a contract because it can be more tailored to the candidate and the city's needs. You can't do that with the Charter. She feels that the residency requirement should be removed entirely.

Mayor Miner said if they take this out of the residency requirement from the Charter and it fails, they will be right back to where they are today; we have a Charter that says he has 12 months to move to the city. We can give them one six-month extension, and then you're in the big void again; there needs to be something concrete.

Mayor Miner asked for consensus by the council to move forward with the suggestion for amendment.

Yea - Place 1

Nay -Place 2, 3, 4, 5, 6, 7

Mayor Miner said that they need to go back and figure out how they are going to word this.

David Berman, City Attorney, said while we're still proceeding in this workshop, the Council could come up with a consensus that would support a repeal of this provision in its entirety. Nothing else in this Charter provision besides the city manager's residency requirements imposes any obligations on the city council. The residency could be done by ordinance instead of contract. The Council could repeal it, but it has more of a permanency to it. As opposed to a Charter provision that handcuffs the Council and city managers and tells you what you have to do and can't do, you may want to consider repealing the provision altogether.

Mayor Miner said the suggestion is to eliminate the residency requirement.

Councilmember Taylor agrees to remove the charter residency requirement altogether.

Mayor Pro Tem Hill asked if they placed on the ballot to remove the charter residency requirement and if it does not pass. Is there still the option of creating an ordinance that specifies it in the contract? Or will that all be gone if the voters don't approve of removing this from the Charter?

David Berman, the City Attorney, said if this is brought forth as a ballot proposition to repeal section 7.06 of the City Charter, the voters do not pass. Then, this Charter provision stays exactly as it is. If the voters do pass it, then 7.06 would be repealed, meaning there is no residency requirement by Charter. The Council then has the option to do that by ordinance or by contract.

Mayor Miner asked for consensus by the Council to move forward with the repeal of section 7.06.

Yea - Place 1, 2, 3, 4, 5, 6, 7
Nay – 0

Councilmember Taylor asked if this had to come back to the Council for a vote.

David Berman, the City Attorney, commented that This is a workshop we have a consensus on now. We will have ballot propositions when we do the order calling for the election. What we discussed this evening will be outlined with a series of ballot propositions. You will be obligated to vote on it.

Mayor Miner said there will be a town hall before this for citizens to come and ask questions.

ITEMS FOR FUTURE AGENDAS

There were no items for the future agenda.

ADJOURNMENT

Mayor Miner adjourned the meeting at 6:44 pm and stated that the regular council meeting would commence at 6:50 pm.

Approved: this _____ day of _____, 2024

Signed: this _____ day of _____, 2024

APPROVED:

ATTEST:

Arthur L. Miner, Mayor

Linda Proskey, City Secretary



AGENDA MEMORANDUM

DATE: January 17, 2024
TO: Honorable City Council Members
FROM: Linda Proskey, City Secretary
THROUGH: Linda Proskey, City Secretary
SUBJECT: Consider action to renew the massage permits for Hightower Salon, Magic Massage, Niu Niu, and RR Massage.

BACKGROUND/INFORMATION:

Article VI Sec. 22-252 requires massage establishments to renew permit every 12 months.

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

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

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Hightower App 2024
2. Interoffice Police Department Request-Hightower Salon
3. Magic Massage app 2024
4. Interoffice Police Department Request-Magic Renew
5. 2024 Niu Niu Renewal App
6. Interoffice Police Department Request- NIU Niu 2024
7. 2024 RR Massage renewal app
8. Interoffice Police Department Request- RRMassage 2024

REVIEWED BY:

Joshua Jones, City Manager

Linda Proskey, City Secretary

Approved as to form for inclusion on Agenda

Approved - 1/17/2024

Final Approval - 1/17/2024



AGENDA MEMORANDUM

DATE: January 16, 2024

TO: Honorable City Council Members

FROM: Linda Proskey, City Secretary

SUBJECT: Discuss and consider amending or repealing resolution 18-07-23-05: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS DELEGATING TO THE CITY MANAGER PURSUANT TO SECTION 7.02(6) OF THE HOME RULE CHARTER THE AUTHORITY TO OVERSEE THE APPROVAL OF SICK LEAVE, VACATION LEAVE AND SPECIFIC ADMINISTRATIVE DUTIES IN CONNECTION WITH LIMITED SUPERVISION OF THE CITY SECRETARY; PROVIDING THAT ALL RESOLUTIONS IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

BACKGROUND/INFORMATION:

The resolution was initially adopted in July 2018. During the City Secretary's review, council members questioned the need for the resolution and whether it should be repealed or amended due to the change in staff and current procedures on how the two departments operate.

FINANCIAL IMPLICATIONS:

none

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Resolutions 18-07-23-05 - 7_23_2018

REVIEWED BY:

Joshua Jones, City Manager

Linda Proskey, City Secretary

Approved as to form for inclusion on Agenda

Approved - 1/16/2024

Final Approval - 1/17/2024

RESOLUTION NO. 18-07-23-05

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS DELEGATING TO THE CITY MANAGER PURSUANT TO SECTION 7.02(6) OF THE HOME RULE CHARTER THE AUTHORITY TO OVERSEE THE APPROVAL OF SICK LEAVE, VACATION LEAVE AND SPECIFIC ADMINISTRATIVE DUTIES IN CONNECTION WITH LIMITED SUPERVISION OF THE CITY SECRETARY; PROVIDING THAT ALL RESOLUTIONS IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Watauga Home Rule Charter, Section 7.02 specifically provides that the Office of the City Secretary serves at the pleasure of the City Council and is under the exclusive direction and supervision of the City Council; and

WHEREAS, Section 7.02 of the Home Rule Charter also provides that the City Council may delegate to the City Manager the approval of sick leave, vacation leave and other administrative duties regarding the supervision of the City Secretary; and

WHEREAS, in the orderly administration of the City, the City Secretary in Watauga has traditionally assisted the City Manager with calendaring, scheduling, clerical matters, updating of City Manager web pages, coordination of the initiation of all actions taken by the City Council, receiving and managing telephone communications, preparing items of correspondence and other clerical responsibilities; and

WHEREAS, the City Council of the City of Watauga has not presently outlined in a resolution the specific and permissible administrative functions permitted for the City Manager to exercise limited administrative supervision over the City Secretary.

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

I.

By this Resolution, the City Council hereby delegates to the Office of the City Manager the permission and authority to supervise the following activities and responsibilities of the City Secretary: (1) maintaining and updating the City Manager's calendar to involve the scheduling of appointments, events and meetings for the City Manager in connection with City related activities; (2) clerical matters including but not limited to preparation and processing of correspondence and filing of City related documents, (3) the receipt and management of communications including but not limited to telephone, web page and email for the City Manager related to City activities, (4) administrative functions relating to initiating and monitoring progress of measures and actions taken by the City Council, and (5) coordination of meetings and assignments relating to City business and activities.

II.

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

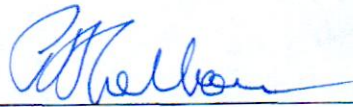
III.

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

IV.

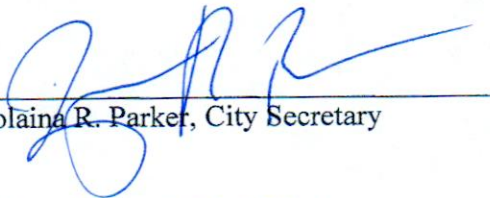
This Resolution shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon approval thereof by the Mayor of the City of Watauga, Texas, and publication hereof as prescribed by law.

PASSED AND APPROVED this 23rd day of July, 2018.



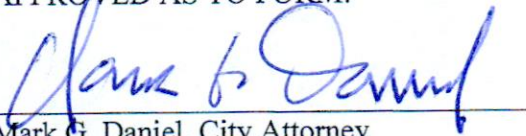
Mayor Pat Shelbourne

ATTEST:



Zolaina R. Parker, City Secretary

APPROVED AS TO FORM:



Mark G. Daniel, City Attorney

