



AGENDA
WATAUGA CITY COUNCIL
REGULAR MEETING
MONDAY, MARCH 24, 2025
CITY HALL COUNCIL CHAMBER, 7105 WHITLEY ROAD
6:30 PM

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

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE United States and Texas Flags

ANNOUNCEMENTS

PRESENTATIONS

PUBLIC COMMENT This is an opportunity for citizens to address the Council on items not posted on the current meeting agenda. Only those who have submitted a proper "Request to Speak Form" shall be permitted to speak. Citizens should provide their name and address for the record and will have no more than 3 minutes to speak. If representing an organization or group, the speaker should identify who they represent. Those wishing to speak are reminded 1). All comments are to be directed to the Council. 2) Be respectful of others. 3) No profanity permitted. 4) Violators will be removed from the premises. No discussion by the Council or Staff is allowed except to correct factual inaccuracies or request that the item be placed on a future agenda.

PUBLIC TESTIMONY FOR ACTION ITEMS This is an opportunity for citizens to address the Council on current agenda action items (excludes presentations and reports). Only those persons who have submitted a proper "Request to Speak Form" will be allowed to speak. Citizens will be required to state their name and address for the record. They have up to 3 minutes to speak, and their comments must be germane to the item. If speaking for an organization or group, the speaker should identify the group represented. Council members may ask questions or discuss the item with the citizens directly.

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. Any council member wishing to pull an item may do so.

1. Consider action to approve a Resolution of the City Council of the City of Watauga, Texas, authorizing the City Manager to negotiate and execute on behalf of the City an Interlocal Agreement for sponsorship and underwriter advertising by and between the City of Watauga, Texas, and North Texas University located in Denton, Texas; providing for repeal; providing for severability; and providing for an effective date
Timothy Hamilton, Parks and Community Services Director
2. Consider approval of the January 27, 2025, Regular City Council Meeting minutes.
Linda Proskey, City Secretary
3. Consider approval of Layla Downey to Place 4 on the Parks Advisory Board
Arthur Miner, Mayor

PUBLIC HEARINGS

ACTION ITEMS

1. Consider action to approve an agreement for the collection, hauling, recycling, and disposal of household hazardous waste materials for the Citizens of Watauga with Doliver Enterprises LLC (dba HHW Solutions) as presented.
Frieda Buck, Financial Svcs Tech
2. Consider action on approval of the City Manager's appointment of Jennifer Calvert to Director of Finance
Sandra Gibson, City Manager

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:

1. Pursuant to Section 551.074 of the Texas Government Code (Personnel), to deliberate and discuss the goals and objectives of the City Manager.
Arthur Miner, Mayor

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.

1. Consider action on matters discussed in executive session.
Arthur Miner, Mayor

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 March 21, 2025, before 5:00 p.m., in accordance with Chapter 551 of the Texas Government Code.

/S/ Linda Proskey
City Secretary





AGENDA MEMORANDUM

DATE: February 26, 2025

TO: Honorable City Council Members

FROM: Timothy Hamilton, Parks and Community Services Director

THROUGH: Deby Woodard, Interim Director of Finance

SUBJECT: Consider action to approve a Resolution of the City Council of the City of Watauga, Texas, authorizing the City Manager to negotiate and execute on behalf of the City an Interlocal Agreement for sponsorship and underwriter advertising by and between the City of Watauga, Texas, and North Texas University located in Denton, Texas; providing for repeal; providing for severability; and providing for an effective date

BACKGROUND/INFORMATION:

In an effort to continue bringing excellent special events to the citizens of Watauga, staff have reached out to KNTU and the University of North Texas to partner in a "Battle of the Bands" at the 2025 WataugaFest. The radio station's relationship with various bands and artists will be utilized to showcase their talents to the visitors of WataugaFest. Based on our sponsorship levels, sponsors could be recognized on these underwriting advertisements while dually spreading the word about our upcoming WataugaFest. KNTU's staff have experience putting on successful Battles of the Bands, and Watauga PACS staff want to learn and benefit from their knowledge.

FINANCIAL IMPLICATIONS:

Funds are available in the City Council-approved FY25 budget for these expenditures related to WataugaFest.

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council approve authorizing the City Manager to enter into the Interlocal Agreement with North Texas University for sponsorship and underwriter advertising.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Signature_request_on_UNT_Contract_2025-3315_R

REVIEWED BY:

Frieda Buck, Financial Svcs Tech
Deby Woodard, Interim Director of Finance
David Berman, City Attorney

Approved - 3/17/2025
Approved - 3/18/2025
Approved - 3/18/2025



AGENDA MEMORANDUM

Sandra Gibson, City Manager

Linda Proskey, City Secretary

Approved as to form for inclusion on Agenda

Approved - 3/18/2025

Final Approval - 3/18/2025



**INTERLOCAL AGREEMENT FOR
SPONSORSHIP AND UNDERWRITER ADVERTISING**

THIS INTERLOCAL AGREEMENT FOR SPONSORSHIP AND UNDERWRITER ADVERTISING ("Agreement") is made and entered into as of the last date of signing hereof and is by and between the City of Watauga, Texas (City), which is a political subdivision of the State of Texas, and the University of North Texas (UNT), which is a public institution of higher education in the State of Texas.

WHEREAS, this Agreement is an Interlocal Agreement pursuant to Chapter 791, Texas Government Code, to provide governmental functions and services that each party is authorized by law to furnish; and

WHEREAS, the City will be conducting its annual WataugaFest event from May 15, 2025 through May 18, 2025 (a community and City-operated 4-day spring festival) at Capp Smith Park (a City park) which will include a "Battle of the Bands" event (the "Event") on May 17, 2025; and

WHEREAS, UNT's non-commercial public broadcasting radio station KNTU (also known as 88.1 Indie) is authorized to provide underwriter announcements; and

WHEREAS, the City desires for UNT's KNTU to provide underwriter announcements for the Event; and

WHEREAS, the parties desire to enter into this Agreement in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. **Term.** This Agreement shall be effective on the last date of signature of the parties (Effective Date) hereto and shall be effective through the conclusion of the Event. Either party may cancel this Agreement by providing 30 day written notice to the other party. Termination shall not relieve either party of any obligation or liability that has occurred prior to cancellation.

2. **Services.** UNT shall provide the underwriter services stated in Exhibit "A," attached hereto and made a part of this Agreement (Services). Services are inclusive of underwriter announcements and broadcasts on the radio, underwriter banner(s) on the internet, underwriter announcements on social media, on-site co-hosting of the Event, collaborating with City personnel to setup for the Event, and generally announcing the participating bands, all as stated in Exhibit "A." All Services shall be in compliance with generally-accepted community standards of good taste, as determined in reasonable discretion by the parties.

3. **Fee.** (a) The fee stated in Exhibit "A" (Fee) is the gross amount to which UNT is fully entitled and is a "not-to-exceed" amount. The City shall pay the Fee from current revenues available

to the City and shall pay UNT within thirty (30) days of invoice sent by UNT to the City. In the event that any payment due hereunder is not paid when due and the City fails to cure such non-payment within fifteen (15) business days of receipt of written notice from UNT specifying such non-payment, the City shall be responsible for interest on any undisputed amount in accordance with Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to UNT presented by invoice to the City if necessary to conform to the amounts and terms stated in Exhibit "A."

(b) If this Agreement is cancelled by a party in accordance with the termination provision herein then UNT shall be entitled to compensation for services rendered through the effective date of termination. Should the Event be cancelled or rescheduled by the City due to an event of Force Majeure, UNT shall have no obligation to reimburse or refund any fees paid to that date so long as UNT is able to provide the Services for and at the rescheduled event (which date is currently unknown).

(c) As used in this Agreement, "Force Majeure" means strike, lockout, labor dispute, war, national emergency, civil disturbance, riot, sabotage, terrorism, court order, failure of utilities, acts of God and acts of nature including, without limitation, flood, tornado, earthquake, storm, lightning, fire, epidemic, or any other unforeseen event, cause, or condition beyond the reasonable control of any party which wholly or partially prevents or delays performance of any of the duties, responsibilities, or obligations of such party. Financial difficulty shall not be considered a Force Majeure event.

4. Legal Compliance. Both parties shall comply with all applicable national, state, and local laws and regulations as well as those of any other authorities that have legal jurisdiction pertaining to the Event and the Services. None of the terms or provisions of this Agreement shall be construed as waiving any rules, regulations, or requirements of these authorities. Both parties shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill their contractual obligations hereunder.

5. Miscellaneous.

(a) Relationship of Parties. This Agreement shall not create a joint venture, partnership or a relationship of principal and agent, or of employer and employee, between the parties.

(b) Assignment. Neither party may assign its obligations under this Agreement to any person or entity not a party to this Agreement without the consent of the other party.

(c) Notice. Any notice, demand, consent, request, or other formal communication made pursuant to this Agreement shall be in writing, signed by the party serving such notice, and shall be properly served upon receipt if sent by: (a) personal delivery, (b) facsimile, (c) email, (d) by recognized overnight courier service which delivers only upon the signed receipt of the addressee, or certified mail, return receipt requested, which shall be presumed to be received on the third day following deposit in the mail.. Notice for UNT shall be sent to the following address: untscontractadmin@untsystem.edu and notice for the City shall be sent to the following address: thamilton@cowtx.org. The parties may change the names and/or addresses for notices by providing written notice of change of address to the other party in accordance with the terms of this paragraph.

(d) Rights Cumulative; Survival. All rights and remedies specified in this Agreement are cumulative of and are in addition to, and not in limitation of, any rights or remedies the

parties may have at law, in equity, or otherwise, and all such rights and remedies may be exercised singularly or concurrently without being required to post a bond or other security. Any provisions, which by their nature, are intended to survive, shall survive the expiration or termination of this Agreement.

- (e) Immunities and Defenses. By entering into this Agreement, neither party waives any defenses or immunities, whether sovereign, governmental, official, qualified or otherwise, all such defenses and immunities being expressly retained.
- (f) No Third Party Beneficiaries. This Agreement is by and between the City and UNT; there are no third-party beneficiaries and no person or entity is entitled to enforce any term or provision of this Agreement unless such person or entity is a party to this Agreement.
- (g) No Waiver. No failure to demand performance or waiver by either party of any default in the terms, covenants, or conditions of this Agreement to be performed, kept or observed by the other shall be construed to be or serve as a waiver of any subsequent default of any such terms.
- (h) Governing Law and Jurisdiction. The parties hereby agree that Texas law shall govern any claims arising out of this Agreement.
- (i) Attorney's Fees. To the extent permitted by the Constitution and laws of the State of Texas, neither party shall be entitled to claim, seek or recover attorney's fees or expenses incurred by that party in any action, proceeding or litigation seeking to enforce or interpret this Agreement or claim damages hereunder, regardless of whether that party prevails.
- (j) Executive Order No. GA-48 (2024). Pursuant to Texas Governor's Executive Order No. GA-48 (2024), each party hereby represents, certifies, and warrants that they and their holding companies and subsidiaries (as applicable) (1) are not listed in Section 889 of the 2019 National Defense Authorization Act nor in Section 1260H of the 2021 National Defense Authorization Act and (2) are not owned nor controlled by the government of a country, including any governing or regulatory body, that is identified on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.
- (k) Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.
- (l) Severability. If any provision of this Agreement shall be deemed unenforceable or invalid, then the remaining provisions of this Agreement shall continue in full force and effect without being impaired in any way. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid, void, voidable, or otherwise unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.
- (m) Tax Exempt Status. The City is a political subdivision of the State of Texas and UNT is an agency of the State of Texas. Neither party shall be responsible nor liable to the other for

any local, state or federal taxes for which the party is not otherwise responsible by law.

(n) Authorized Signatory. The person executing this Agreement on behalf of each party is duly and lawfully authorized and empowered to execute this Agreement on behalf of that party and has obtained all necessary approvals or authorizations to bind that party.

(o) Entire Agreement. This Agreement, which includes Exhibit "A," sets forth the entire understanding and agreement of the parties hereto with respect to its subject matter and supersedes all prior understandings or agreements between the parties relating to the same subject matter. Any amendments or modifications to this Agreement shall be in writing and signed by both parties.

(p) Counterparts. This Agreement may be executed in one or more counterparts, each of which constitutes an original and all of which taken together constitutes the same instrument. Each Party may sign this Agreement using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.

EXECUTED on this _____ day of _____, 2025.

CITY OF WATAUGA, TEXAS

By

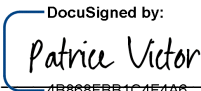
Sandra Gibson, City Manager

ATTEST:

Linda Proskey, City Secretary

EXECUTED on this ¹⁹_____ day of ^{March}_____, 2025.

UNIVERSITY OF NORTH TEXAS

By  _____
4B888FBB1C4F4A6...

Name Patrice Victor

Title Director, Contract Administration

Exhibit A

The City of Watauga will be hosting its annual four-day "WataugaFest" on May 15-18, 2025, and the WataugaFest will feature a "Battle of the Bands" competition to be announced and presented by UNT's KNTU.

KNTU will provide:

- A minimum of 50 (fifty) 15-second underwriting announcements that solicit area bands to register for the Battle of the Bands competition. These will air at no charge starting March 25. Total Value = \$1500 but will Cost \$0.
- 100 (one hundred) 15-second underwriting announcements to announce WataugaFest and mention one or two diamond sponsors. These will air April 4 until May 16. There will be an additional 100 (one hundred) 15-second bonus underwriting announcements during the same on-air flight. Total announcements under this paragraph = 200 and Total Value = \$8,000 but will Cost only \$4,000.
- WataugaFest banner ads on KNTU's website (881indie.com) starting April 1 plus promotion on KNTU social media platforms Facebook and Instagram. Cost \$300.
- KNTU staff will be on-site at WataugaFest for the Battle of the Bands competition on Saturday, May 17 2025 from 2pm-7pm.
- KNTU station personality will announce during the Battle of the Bands. Cost \$200.
- The City and KNTU will work together to set up for the Battle of the Bands competition. The City will select ten bands to compete (plus three back up bands) and KNTU will provide prizes to the top 3 bands.

Total Value of the above = \$10,000

Total Underwriting Sponsorship Cost to be paid by the City of Watauga (the "Fee") to UNT = \$4500

Certificate Of Completion

Envelope Id: 52119C0E-76CE-4312-A921-AE60304B4519

Status: Completed

Subject: Signature request on UNT Contract 2025-3315 RUSH- City of Watauga- Interlocal Agreement

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

UNTS System Contract Administration

AutoNav: Enabled

1112 Dallas Drive

Envelopeld Stamping: Enabled

Suite 4000

Time Zone: (UTC-06:00) Central Time (US & Canada)

Denton, TX 76205

UNTScontractadmin@untsystem.edu

IP Address: 35.170.89.44

Record Tracking

Status: Original

Holder: UNTS System Contract Administration

Location: DocuSign

3/17/2025 3:33:11 PM

UNTScontractadmin@untsystem.edu

Signer Events

Patrice Victor

Patrice.Victor@unthsc.edu

Director, Contract Administration

The University of North Texas

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Patrice Victor
4B868FBB1C4F4A6...

Signature Adoption: Pre-selected Style

Using IP Address: 129.120.67.216

Timestamp

Sent: 3/17/2025 3:40:10 PM

Viewed: 3/19/2025 9:27:34 AM

Signed: 3/19/2025 9:28:10 AM

Electronic Record and Signature Disclosure:

Accepted: 4/24/2023 9:05:57 AM

ID: 4c58a062-b685-477c-88d0-390b6f0f08de8

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Dan Balla

Daniel.Balla@unt.edu

General Manager - KNTU

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 3/19/2025 9:28:11 AM

Viewed: 3/19/2025 12:07:00 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

3/17/2025 3:40:10 PM

Certified Delivered

Security Checked

3/19/2025 9:27:34 AM

Signing Complete

Security Checked

3/19/2025 9:28:10 AM

Completed

Security Checked

3/19/2025 9:28:11 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, University of North Texas System (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact University of North Texas System:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: UNTScontractadmin@untsystem.edu

To advise University of North Texas System of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at UNTScontractadmin@untsystem.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from University of North Texas System

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to UNTScontractadmin@untsystem.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with University of North Texas System

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to UNTScontractadmin@untsystem.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify University of North Texas System as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by University of North Texas System during the course of your relationship with University of North Texas System.



AGENDA MEMORANDUM

DATE: March 12, 2025
TO: Honorable City Council Members
FROM: Linda Proskey, City Secretary
THROUGH: Linda Proskey, City Secretary
SUBJECT: Consider approval of the January 27, 2025, Regular City Council Meeting minutes.

BACKGROUND/INFORMATION:

Meeting minutes for the January 27, 2025, City Council Regular Meeting: Included lighting in parks, Ordinance canceling election and declaring candidates unopposed, Rec center HVAC replacement.

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

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

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Regular Meeting Jan 27, 2025 Regular Council Meeting

REVIEWED BY:

Sandra Gibson, City Manager
Linda Proskey, City Secretary

Approved - 3/18/2025
Final Approval - 3/18/2025

Approved as to form for inclusion on Agenda



**MINUTES
WATAUGA CITY COUNCIL
REGULAR COUNCIL MEETING
CITY HALL COUNCIL CHAMBER,
7105 WHITLEY ROAD,
MONDAY, JANUARY 27, 2025
6:30 PM**

CALL TO ORDER

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

ROLL CALL

The meeting was convened with the following members present:

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

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

and

Sandra Gibson
Linda Proskey
David Berman
Timothy Hamilton
Deby Woodard
Julie Rodriguez

City Manager
City Secretary
City Attorney
Director of Parks and Community Services
Finance Director
Human Resources Director

ANNOUNCEMENTS

Councilmember Neal encouraged visiting the animal shelter to consider pet adoption. He also suggested getting a recreation center membership as a New Year's resolution to stay active and enjoy various programs. Additionally, he reminded those unable to attend the meeting to watch online.

Councilmember Hill announced a tango presentation at the library at the end of February.

INVOCATION

Pastor and Police Chaplin Dennis Serratt of First Baptist Church of Watauga gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Miner led the Pledge of Allegiance.

PUBLIC COMMENT

There was no request for public comment

PUBLIC TESTIMONY FOR ACTION ITEMS

There was no request for public testimony

CONSENT AGENDA

1. Consider action to approve a trail lighting equipment purchase and installation for Virgil Anthony, BISD, and Indian Springs Parks with Voss Lighting Inc. in an amount not to exceed \$400,000.
2. Consider action approving AN ORDINANCE OF THE CITY OF WATAUGA, TEXAS, PROVIDING FOR AND ORDERING A GENERAL ELECTION TO BE HELD ON MAY 3, 2025, FOR THE PURPOSE OF ELECTING A MAYOR AND CITY COUNCILMEMBERS FOR PLACE 3, PLACE 4, AND PLACE 5; PROVIDING FOR A JOINT ELECTION TO BE HELD WITH OTHER ENTITIES; SETTING THE DATE, PLACE AND TIME OF SAID ELECTION; PROVIDING FOR ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; AUTHORIZING THE EXECUTION OF A JOINT ELECTION AGREEMENT WITH TARRANT COUNTY; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.
3. Consider approval of the August 14, 2023 City Council Regular Meeting
4. Consider approval to change the departmental staff reports from a bi-weekly to a monthly format.
5. Consider approval of the renewal of massage permits for A+ Massage, Golden Foot Spa, Hightower Salon, Magic Massage, Niu Niu Foot Spa, RR Massage

Mayor Miner asked the council if they wish to pull any of the items.

Councilmember Blackburn asked that agenda item #1 be removed from the consent agenda.

Mayor Miner pulled the item and placed it as item 1 on action items.

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

Motion passed 7-0-0-0.

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

Nays: None

Abstain: None

Absent: None

PUBLIC HEARINGS

ACTION ITEMS

1. **Consider action to approve a trail lighting equipment purchase and installation for Virgil Anthony, BISD, and Indian Springs Parks with Voss Lighting Inc. in an amount not to exceed \$400,000 (was consent item #1).**

Mayor Miner said he planned to pull the item altogether and move it to the February 10, 2025, meeting to allow for additional research. He asked if Councilmember Blackburn still wanted to discuss the item or if she was comfortable waiting until February 10.

Councilmember Blackburn agreed to bring the item back to the February 10 meeting before discussing it.

Mayor Miner asked for a motion to table the item. Councilmember Hill made a motion to table it until February 10, and Councilmember Downey seconded the motion.

Councilmember Neal inquired about the expiration date of the quote.

Timothy Hamilton, Director of Parks and Community Services, stated that he spoke with the vendor, who agreed to change the quote's date so it would remain valid for 30 days from today.

Mayor Miner called for a vote.

Motion carried 7-0-0-0.

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

Nays: None

Abstain: None

Absent: None

2. **Consider action to accept a quote from A&G Services for HVAC replacement at the Recreation Center in the amount of \$644,331 with a contingency of \$65,000, for a total contract price of \$709,331, utilizing the Tarrant County cooperative purchasing RFB # 2022-210 Rates. (was action item #1)**

Paul Hackleman, Director of Public Works, presented the item regarding HVAC equipment for the Recreation Center, procured through the Tarrant County contract (22-210) at 2022 pricing, which has been maintained annually, including labor rates.

The project was originally budgeted at \$400,000, but the actual cost is \$644,331. A 10% contingency is included to address unforeseen issues, as noted in the quote. This allows staff to approve change orders up to \$50,000 without returning to the City Council. Any additional changes exceeding that amount would require Council approval. If multiple smaller change orders cumulatively exceed \$50,000, they must also be presented to the Council per legal requirements.

Councilmember Hill inquired about the HVAC installation, asking whether it would withstand potential building shifts and if any measures could be taken to mitigate the impact of movement.

Paul Hackleman responded that the building's foundation has been stabilized with installed piers and is under warranty. While future shifting cannot be entirely ruled out, the repairs should maintain stability. Phase 2 and 3 units will be installed outside on pads, while Phase 1 air handlers will be housed in a dedicated room rather than elevated in the ceiling or on the roof, making them more accessible and less vulnerable to movement.

Councilmember Minucci asked whether the city is purchasing stock refrigerant due to ongoing supply issues.

Hackleman clarified that refrigeration work is subcontracted, as the city only maintains automotive refrigerant equipment. If an issue arises, a contractor will evacuate, store, and reinstate the refrigerant as needed.

Mayor Miner asked for a Motion. Councilmember Hill made a motion to accept the item as presented. Councilmember Taylor seconded the motion. Mayor Miner called for a vote.

Motion passed 7-0-0-0.

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

Nays: None

Abstain: None

Absent: None

ITEMS FOR FUTURE AGENDAS

There were no items for future agenda items

ADJOURNMENT

Mayor Miner adjourned the meeting at 6:45 p.m.

Approved: this _____ day of _____, 2025

Signed: this _____ day of _____, 2025

APPROVED:

ATTEST:

Arthur L. Miner, Mayor

Linda Proskey, City Secretary



AGENDA MEMORANDUM

DATE: March 12, 2025
TO: Honorable City Council Members
FROM: Arthur Miner, Mayor
THROUGH: Arthur Miner, Mayor
SUBJECT: Consider approval of Layla Downey to Place 4 on the Parks Advisory Board

BACKGROUND/INFORMATION:

To fill Parks Board vacancy left by Tim Bobseine.

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

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

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Downey, Layla_12.3.2024_Parks_BOA

REVIEWED BY:

Sandra Gibson, City Manager

Linda Proskey, City Secretary

Approved as to form for inclusion on Agenda

Approved - 3/18/2025

Final Approval - 3/18/2025



AGENDA MEMORANDUM

DATE: March 12, 2025

TO: Honorable City Council Members

FROM: Frieda Buck, Financial Svcs Tech

THROUGH: Deby Woodard, Interim Director of Finance
Sandra Gibson, City Manager

SUBJECT: Consider action to approve an agreement for the collection, hauling, recycling, and disposal of household hazardous waste materials for the Citizens of Watauga with Doliver Enterprises LLC (dba HHW Solutions) as presented.

BACKGROUND/INFORMATION:

Service for the collection of household hazardous waste for Watauga citizens was discussed with City Council during previous workshops. As a result of the workshop discussions, an agreement was negotiated with Doliver Enterprises (HHW Solutions) to provide door pickup service as outlined in the attached agreement. The agreement is for a period of one year commencing on the date of execution by both parties. For each single-family residential household, there will be a monthly charge in the amount of \$0.93, which is included in the utility bill. The agreement also includes a 4% administrative fee to be retained by the City.

FINANCIAL IMPLICATIONS:

Citizens will have a monthly impact in the amount of \$0.93 for this service within their utility bill.

RECOMMENDATION/ACTION DESIRED:

Staff respectfully recommends approval of the agreement for collection, hauling, recycling, and disposal of household hazardous waste materials for the Citizens of Watauga with Doliver Enterprises LLC (dba HHW Solutions).

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. HHW 1295
2. HHW EXECUTED

REVIEWED BY:

Deby Woodard, Interim Director of Finance
Sandra Gibson, City Manager
David Berman, City Attorney
Linda Proskey, City Secretary

Approved - 3/13/2025
Approved - 3/18/2025
Approved - 3/18/2025
Final Approval - 3/18/2025



AGENDA MEMORANDUM

Approved as to form for inclusion on Agenda

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1280758

Date Filed:
03/12/2025

Date Acknowledged:
3/12/2025

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

HHW Solutions
Rockwall, TX United States

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

City of Watauga

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

Front Porch HHW Collection
18 06 25 08-1; Household Hazardous Waste Collection

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Arlie Demien, and my date of birth is 7/2/1965.

My address is 1240 Coastal Dr, Rockwall, Texas, 75087, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Hunt County County, State of Texas, on the 12 day of March, 20 25.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

**NON-EXCLUSIVE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
HOUSEHOLD HAZARDOUS WASTE
IN THE CITY OF WATAUGA, TEXAS**

**NON -EXCLUSIVE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
HOUSEHOLD HAZARDOUS WASTE
IN THE CITY OF WATAUGA, TEXAS**

STATE OF TEXAS

COUNTY OF TARRANT

THIS NON-EXCLUSIVE AGREEMENT (this "Agreement") is made and entered into as of March 1, 2025, by and between Doliver Enterprises, LLC, a Texas limited liability corporation, d/b/a HHW Solutions (the "Service Provider"), and the City of Watauga, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the non-exclusive license and privilege to collect, haul and recycle or dispose of Household Hazardous Waste (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Aggregate - The act of bringing together household hazardous waste that, after being separated from other household waste, is collected from two or more households and accumulated at a collection event, permanent collection center, point of generation pick-up service, mobile collection unit, or transporter's facility for the purpose of reusing, recycling, or disposing the material.

Business Day - Any day that is not a Saturday, a Sunday, or other day on which City offices are closed for regular business. It does not include designated holidays (federal or state) which are observed by the City or dates of "skeleton crews" or partial closure of City operations.

Collector - Any person who accepts from two or more households any waste materials that have been separated from other household waste and offered to the collector because the generator either knows or considers the materials to be household hazardous waste.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Holidays - The following days shall be considered non-Business Days for purposes of this franchise, whether or not they are observed by the City of Watauga:

- (1) New Year's Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th).

Household Hazardous Waste - Any solid waste generated in a household by a consumer which, except for the exclusion provided in 40 Code of Federal Regulations (CFR) §261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261. The term has the same meaning as "hazardous household waste."

Household Hazardous waste processing, storage, or disposal facility - A hazardous waste processing, storage, or disposal facility that has received an United States Environmental Protection Agency (EPA) permit (or a facility with interim status) in accordance with the requirements of 40 Code of Federal Regulations (CFR) Parts 270 and 124, or that has received a permit from a state authorized in accordance with 40 CFR Part 271.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Mobile collection unit - A vehicle (such as a truck or trailer) that is used to aggregate household waste materials delivered by the public prior to transporting the material to a permanent collection center, collection event, or registered hazardous waste transporter facility.

Operator - A person responsible for the collection, aggregation, and storage of household hazardous waste and household materials at a collection event or permanent collection center, in a point of generation pick-up service or mobile collection unit, or in any combination of collection programs.

Personnel - All individuals who perform tasks at or oversee the operations of a collection event, permanent collection center, mobile collection unit, or point of generation pick-up service.

Point of generation pick-up service - A service to collect household hazardous waste at generating households, either through direct contact with the generators or by collection of household hazardous waste left at curbside or in another location at the household.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Units such as a duplex. This term excludes multi-family dwellings such as apartments, townhouses, or high rise units having more than 2 units on a single foundation slab.

Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single household or family unit and that generates and accumulates Household Hazardous Waste.

SECTION 2. OPERATIONS.

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and recycle or dispose of all Household Hazardous Waste (i) generated and accumulated by Residential Units, and (ii) placed for collections by all those Residential Units receiving the services of the Service Provider within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling or disposal of Household Hazardous Waste, the title to all Household Hazardous Waste collected, hauled and recycled or disposed of by the Service Provider under the terms of this Agreement over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials. A list of addresses of households utilizing the service will be submitted on a monthly basis.

C. NonExclusivity. By the signature of its representative below, Service Provider represents and warrants that it understands that non-hazardous solid waste collections in the City are subject to other franchise agreements, and that Service Provider's exclusive franchise is limited and applies only to those materials expressly described herein, and not excluded by Service Provider, which are not suitable for collection by the City's current franchisee. This Agreement is contingent upon, and shall not be effective until, the City has received written confirmation of no objection from other solid waste collection franchisees currently authorized to operate in the City.

SECTION 3. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.

A. Single-Family Residential Units. The Service Provider will collect Household Hazardous Waste from Single-Family Residential Units no less often than once per month; provided, that (i) such Household Hazardous Waste items are placed in close proximity to the Residential Unit (such as at the doorstep or driveway adjacent to the Unit) in an area accessible to Service Provider no later than 8:00 a.m. on the scheduled collection day. Service Providers shall notify the City of the scheduled collection days for the first six months of the Term within 30 days of the execution of this Agreement, and shall provide timely updates of the schedule, including any rescheduled collection dates necessitated by extreme weather.

B. Accepted Materials shall include the following, unless they also fall into a category on the exclusion list below :

- Aerosol products
- Ammunition, home use fireworks
- Antifreeze (subject to limits below)
- Auto fluids
- Ballasts (non-PCB & PCB)
- Batteries – auto, sump, power tool & household sizes
- Blacktop sealer - oil based
- Cleaning products (subject to limits below)
- Cooking Oil
- Electronics (up to 50 lbs)
- Fire Extinguishers

- Fluorescent bulbs (tubes and CFLs)
- Gasoline & oil/gas mixtures
- HID (headlight bulbs)
- Hobby & photo chemicals
- Lawn chemicals
- Motor oil (subject to limits below)
- Oxygen tanks
- Paint (Oil-based paints, stains, varnishes; and Latex Paint) (subject to limits below)
- Pesticides, poisons, herbicides, insecticides
- Pharmaceuticals/medications
- Pool chemicals (subject to limits below)
- Propane tanks
- Resins, Glues, Adhesives
- Smoke Detectors
- Solvents

C. Excluded Materials not accepted include the following:

- Acetylene cylinders
- Biological or medical waste
- Business generated waste
- Foam cylinders (Part A/Part B)
- Explosives
- MAPP gases
- Radioactive Material
- Syringes/needles
- Farm machinery oil

D. Item Limits for each single-family residential unit per collection per month

- Fluorescent light bulbs: Maximum 8 bulbs 48" or longer
- Used motor oils or antifreeze: Maximum 5 gallons
- Paints and supplies; Pool Chemicals: Maximum 10 gallons
- Household Cleaners; Pesticides & Fertilizers: Maximum 8 items not exceeding 5 gallons capacity
- Household Batteries: Maximum 20

SECTION 4. RATES AND FEES.

Subject to adjustment, as provided in Section 5 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall be entitled to be paid, and the City shall bill its customers, the amount of:

1. \$0.93 per month for each Single-Family Residential Unit.

These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

SECTION 5. RATE ADJUSTMENT.

CPI-U adjustment -On each anniversary date of this Agreement, HHW shall have the right, in its sole discretion and upon giving prior notice to the City, may request a CPI adjustment of up to 3% over the prior year's fee for Council consideration.

SECTION 6. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Non-Hazardous Solid Waste, animal or human, dead animals, auto parts or used tires from any Residential Unit.

SECTION 7. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of one (1) year, commencing on the date of execution of the document by both parties, and expiring 12 months thereafter. During the last thirty (30) days before the expiration of the term of this Agreement, the Agreement may be renewed for one or more additional one year terms with mutually agreed upon terms of both parties, with the approval of the City Council.

SECTION 8. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's prior consent.

SECTION 9. PROCESSING, BILLING AND FEES.

A. Billings for Single-Family Residential Unit Services. On a monthly basis, the City agrees to bill and collect the rates and fees charged under Section 4.A. hereto from all Single-Family Residential Units who have sanitation service (trash and recycling) through the City (the "Residential Billing"), plus any applicable sales, use or service taxes assessed or payable in connection with the Services provided hereunder.

B. Taxes. The City will be responsible to collect any applicable sales taxes arising from the execution of this contract.

C. Payments to Service Provider. The City will remit to the Service Provider the amount equal to number of active utility customer accounts receiving service in Service Provider's collection areas during the preceding month, multiplied by the per residential unit fee amount set forth in

Section 4 of this Agreement less a 4% administrative fee retained by the City. Such remittance shall be made by the City on or before the 15th day after the City's receipt of an invoice from Service Provider the preceding calendar month and paid through written check, unless otherwise agreed by the parties in writing. The City shall provide to Service Provider the number of residential units having active service accounts eligible for service under this Agreement after the conclusion of each calendar month during the Term of this Agreement. Adjustments to the timing and method of payment shall not require formal amendment to this Agreement so long as the terms are mutually agreed in writing.

SECTION 10. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 8:00 a.m. to 6:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following business day.

SECTION 11. CUSTOMER SERVICE.

The Service Provider agrees to field all inquiries from Residential Units relating to the collection, hauling, recycling and disposal of Household Hazardous Waste. The Service Provider and the City agree to reasonably cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

SECTION 12. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Household Hazardous Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider's facilities and equipment used in association with this Agreement in order to insure compliance with this Section 12.

SECTION 13. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 14. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of

its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 15. INSURANCE COVERAGE.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$1,000,000
(3) Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(4) Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability

The City shall be named as an additional insured on all the above coverages with the exception of workers compensation insurance. To the extent permitted by law, any or all of the insurance coverage required by this Section 15 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 15.

SECTION 16. INDEMNITY

TO THE EXTENT COVERED BY APPLICABLE INSURANCE, THE SERVICE PROVIDER ASSUMES ALL RISKS OF LOSS OR INJURY TO PROPERTY OR PERSONS CAUSED BY ITS PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT. THE SERVICE PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ALL OF ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICIALS, OFFICERS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES, LOSSES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) CAUSED BY A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE SERVICE PROVIDER, ITS OFFICERS AND EMPLOYEES. HOWEVER, THE

SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES AND ATTORNEYS' FEES CAUSED BY A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CITY, ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS.

SECTION 17. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 18. TERMINATION.

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void. Section 16 shall survive and remain enforceable by the City after termination of this Agreement.

SECTION 19. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 20. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas state or Federal court having jurisdiction over suits arising in the County of Tarrant, Texas, and venue for such actions shall be in said courts. The parties hereby consent to and grant any such

court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

SECTION 21. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Watauga
7105 Whitley Road
Watauga, Texas 76148
Attn: Finance Manager

If to the Service Provider:

HHW Solutions
1240 Coastal
Rockwall, Texas 75087
Attn: Dick Demien

With a Copy to:

HHW Solutions
4090 Hackberry Cir
Caddo Mills, Texas 75135
Attn: Tim Oliver

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 22. ATTORNEYS' FEES.

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

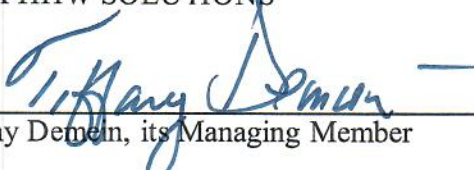
SECTION 23. SERVICE PROVIDER CERTIFICATIONS. Pursuant to Chapter 2271, Texas Government Code, by the signature of its representative below, Service Provider certifies and verifies that it does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. Service Provider further certifies and verifies that it is not identified on any list referenced by Texas Government Code Section § 2252.152. Service Provider further certifies and verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as of the effective date set forth below, and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association, as those terms are defined for purposes of Texas Government Code § 2273.002. Service Provider

further certifies and verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement, as those terms are defined for purposes of Texas Government Code § 2276.002. Service Provider acknowledges that this Agreement may be terminated and payment withheld if any of these certifications is inaccurate or changes during the contract term. For purposes of this section, all references to Service Provider include any parent company, wholly owned subsidiary, majority-owned subsidiary, or affiliate of the Service Provider.

SECTION 24. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF WATAUGA, TEXAS COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS _____ DAY OF _____, 2025.

DOLIVER ENTERPRISES, LLC
A Texas Limited Liability Company
D/B/A HHW SOLUTIONS

By:  _____
Tiffany Demen, its Managing Member

CITY OF WATAUGA, TEXAS

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____



AGENDA MEMORANDUM

DATE: March 12, 2025

TO: Honorable City Council Members

FROM: Arthur Miner, Mayor

THROUGH: Arthur Miner, Mayor

SUBJECT: Pursuant to Section 551.074 of the Texas Government Code (Personnel), to deliberate and discuss the goals and objectives of the City Manager.

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

David Berman, City Attorney

Sandra Gibson, City Manager

Linda Proskey, City Secretary

Approved as to form for inclusion on Agenda

Approved - 3/18/2025

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