



AGENDA
WATAUGA CITY COUNCIL
REGULAR MEETING
MONDAY, APRIL 8, 2019
CITY HALL COUNCIL CHAMBER, 7105 WHITLEY ROAD
6:30 PM

REGULAR MEETING TO COMMENCE IMMEDIATELY AFTER WORKSHOP

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)

INVOCATION

PLEDGE OF ALLEGIANCE United States and Texas Flags

ANNOUNCEMENTS

DISCUSSION AND APPROVAL OF MEETING AGENDA

1. Consideration and action on approval of meeting agenda

PRESENTATIONS

1. Presentation of Proclamation for Watauga Small Business Week - May 5 - 11, 2019
Mayor Pro Tem David Griffin
2. Presentation of Proclamation to Famous Footwear for 15 Years of Business Service
Mayor Pro Tem David Griffin
3. Presentation of Proclamation to Lee Cleaners for 15 Years of Business Service
Mayor Pro Tem David Griffin
4. Presentation of Proclamation to Schlotzsky's for 15 Years of Business Service
Mayor Pro Tem David Griffin
5. Presentation of a Proclamation to Alliance for Children in honor of Child Abuse Prevention Month, April 2019
Mayor Pro Tem David Griffin
6. Presentation of Service Awards for City of Watauga Employees celebrating a milestone anniversary during the month of April 2019
Andrea Gardner, City Manager
7. Presentation of Life Saving Awards to Lieutenant Robert Boettcher, Firefighters David Martinez, Justin Morris, William Hammond, Stephen Osborn and Jacob Flores
Shawn Fannan, Fire Chief

8. Presentation of Stone of Hope Award to City of Watauga by Southern Christian Leadership Conference (SCLC) in honor of having one of the hottest and most affordable housing markets in the country since 2017
Mayor Pro Tem David Griffin - Place 4

CITIZEN'S OPEN FORUM (The Citizens Open Forum section of the agenda is an opportunity for citizens to speak to the City Council regarding matters that are not posted on that particular meeting's agenda. Individual citizens addressing the City Council during the Citizens Open Forum shall not exceed three (3) minutes in their comments; however, the Chair may extend the speaker's allotted time. At the beginning of the Citizens Open Forum section of the meeting, citizens desiring to speak shall stand* when prompted by the Chair so that they may be recognized and recorded as the individuals who will speak. Only those citizens who stand* during this time of recognition will be allowed to speak. The Chair shall ask each citizen wishing to speak to come to the podium to speak in turn in an orderly manner. Before providing comments, each speaker must state his or her name and address for the record. If speaking for an organization or group, the speaker should identify the group represented. Because this section of the meeting is for matters not posted on that particular meeting's agenda, members of the City Council 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 within forty-eight (48) hours, or 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.)

REPORTS

1. Update on the Watauga Animal Shelter's process as it pertains to care of animals and strays during after-hours
Mayor Pro Tem David Griffin - Place 4

CONSENT AGENDA

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

1. Consideration and Approval of Monthly Financial Report for the period ending February 28, 2019
Sandra Gibson, CGFO, CGFM, Director of Finance
2. Consideration and approval of the Letter of Engagement for Whitley Penn, LLP to perform the Fiscal Year 2018-2019 City of Watauga Independent Audit in an amount not to exceed \$53,000, representing the fourth and final renewal term for Proposal # 15-024
Sandra Gibson, CGFO, CGFM, Director of Finance
Deby Woodard, Assistant Director of Finance

3. Consideration and approval of the job description and position profile for the position of City Secretary
Marcia Reyna, Human Resources and Civil Service Director
4. Consideration of approving water billing adjustments from North Richland Hills (NRH) due to water main break and subtraction meter failure and authorize the City Manager to approve modified payments as needed in the future
Paul Hackleman, P.E., CFM, Director of Public Works

PUBLIC HEARING

1. Public Hearing to address Complaint 2019-01, 2019-02 and 2019-03
Council Member Scott Prescher - Place 1

UNFINISHED BUSINESS

1. Consideration and action to ratify the motion and vote on authorizing City staff to conduct an applicant search for purposes of filling the vacancy of City Secretary and authorizing City staff to contract with a qualified firm for interim City Secretary services until such time as the position of City Secretary is filled
Andrea Gardner, City Manager
2. Consideration and action to authorize City staff to contract with Texas First Group for Interim City Secretary services/duties until such time as the position of City Secretary is filled
Andrea Gardner, City Manager

NEW BUSINESS

1. Consideration and action to approve the appointment of Terri Johnson as Interim City Secretary
Marcia Reyna, Human Resources and Civil Service Director
2. Discussion and approval on the Community Development Block Grant (CDGB) 44th Year Dunson Drive and Dunson Court Wastewater System Improvements - Construction Bid Acceptance in the amount of \$196,189.74
Paul Hackleman, P.E., CFM, Director of Public Works
Andrea Gardner, City Manager
3. Consideration, discussion and possible action on the review of City Ordinance Sec. 40-208 through 40-211, as it pertains to trailers
Robert Parker, Chief of Police
4. Discussion and direction on over 65 discount eligibility for water and sewer services
Sandra Gibson, CGFO, CGFM, Director of Finance

5. Consideration and action on approval of Grounds Maintenance Proposal # 19-006 to MGLawn and Landscape, LLC for Options 1,2, & 3
Sandra Gibson, CGFO, CGFM, Director of Finance
Deby Woodard, Assistant Director of Finance
Jennifer Walls, Purchasing Agent
6. Consideration and action on a resolution to declare the procedures that support the City Charter language regarding communications with City staff that report to the City Manager
Council Member Place 6
7. Consideration and action on approving a Standard Operating Procedure for City Council Access to City Hall
Andrea Gardner, City Manager
8. Consideration and action on a resolution approving the City of Watauga Strategic Plan for FY 2019-2020
Andrea Gardner, City Manager
9. Consideration and action on appointing two members of the City Council to serve on the City Manager's Workgroup for the purposes of updating the City's Comprehensive Plan
Andrea Gardner, City Manager
10. Consideration and deliberation regarding Criminal Complaint filed against the entire City Council
Council Member Sandra Bush - Place 3
11. Consideration, discussion and possible action on finding a solution as it pertains to crosswalks at local schools
Mayor Pro Tem David Griffin - Place 4
12. Consideration and discussion on providing ideas and suggestions to promote local businesses
Mayor Pro Tem David Griffin - Place 4
13. Consideration and discussion regarding financial expenditures by the City Manager that are under \$50,000 without any oversight
Council Member Sandra Bush - Place 3

ITEMS FOR FUTURE CITY COUNCIL MEETINGS

EXECUTIVE SESSION

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

The City Council will convene in executive session pursuant to (Texas Open Meetings Act), Chapter 551 of the Texas Government Code, Section 551.074 Personnel Matters, and Section 551.071 Consultation with Attorney, which allows the following:

1. To discuss and provide feedback with regard to the annual performance evaluation of Andrea Gardner, City Manager
2. To provide an update with regard to the Criminal Complaint filed against City Council and City Council Interactions

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.

Discussion and action as a result of the Executive Session deliberating the following:

1. To discuss and provide feedback with regard to the annual performance evaluation of Andrea Gardner, City Manager
2. To provide an update with regard to the Criminal Complaint filed against City Council and City Council Interactions

ADJOURNMENT

NOTICE

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

I, Zolaina R. Parker, City Secretary for the City of Watauga, hereby certify that this agenda was posted on the bulletin boards at City Hall, 7105 Whitley Road, Watauga, Texas, on April 5, 2019, before 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code.

Zolaina R. Parker
Zolaina R. Parker, City Secretary, TRMC





AGENDA MEMORANDUM

DATE: March 26, 2019

TO: Honorable City Council Members

FROM: Mayor Pro Tem David Griffin

THROUGH:

SUBJECT: Presentation of Proclamation for Watauga Small Business Week - May 5 - 11, 2019

BACKGROUND/INFORMATION:

Presentation of Proclamation for Watauga Small Business Week - May 5 - 11, 2019.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

This item does not require a recommendation as it is a presentation/report.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Andrea Gardner, City Manager

Zolaina Parker, City Secretary, TRMC

Approved as to form for inclusion on Agenda

Approved - 4/1/2019

Final Approval - 4/3/2019



AGENDA MEMORANDUM

DATE: March 26, 2019

TO: Honorable City Council Members

FROM: Mayor Pro Tem David Griffin

THROUGH:

SUBJECT: Presentation of Proclamation to Famous Footwear for 15 Years of Business Service

BACKGROUND/INFORMATION:

Presentation of Proclamation to Famous Footwear for 15 Years of Business Service.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

This item does not require a recommendation as it is a presentation/report.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Andrea Gardner, City Manager

Zolaina Parker, City Secretary, TRMC

Approved as to form for inclusion on Agenda

Approved - 4/1/2019

Final Approval - 4/3/2019



AGENDA MEMORANDUM

DATE: March 26, 2019

TO: Honorable City Council Members

FROM: Mayor Pro Tem David Griffin

THROUGH:

SUBJECT: Presentation of Proclamation to Lee Cleaners for 15 Years of Business Service

BACKGROUND/INFORMATION:

Presentation of Proclamation to Lee Cleaners for 15 Years of Business Service.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

This item does not require a recommendation as it is a presentation/report.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Andrea Gardner, City Manager

Zolaina Parker, City Secretary, TRMC

Approved as to form for inclusion on Agenda

Approved - 4/1/2019

Final Approval - 4/3/2019



AGENDA MEMORANDUM

DATE: March 26, 2019

TO: Honorable City Council Members

FROM: Mayor Pro Tem David Griffin

THROUGH:

SUBJECT: Presentation of Proclamation to Schlotzsky's for 15 Years of Business Service

BACKGROUND/INFORMATION:

Presentation of Proclamation to Schlotzsky's for 15 Years of Business Service.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

This item does not require a recommendation as it is a presentation/report.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Andrea Gardner, City Manager

Zolaina Parker, City Secretary, TRMC

Approved as to form for inclusion on Agenda

Approved - 4/1/2019

Final Approval - 4/3/2019



AGENDA MEMORANDUM

DATE: March 29, 2019

TO: Honorable City Council Members

FROM: Shawn Fannan, Fire Chief

THROUGH: Andrea Gardner, City Manager

SUBJECT: Presentation of Life Saving Awards to Lieutenant Robert Boettcher, Firefighters David Martinez, Justin Morris, William Hammond, Stephen Osborn and Jacob Flores

BACKGROUND/INFORMATION:

On 02/26/2019 at 18:10 hours, Watauga Fire Department was dispatched to a medical emergency at 6001 Ridgecrest Dr. Quint 311 and Medic 311 responded from Station 311.

Further information obtained from dispatch was that CPR was in progress.

Upon arrival at 18:13 (2.23 min.later) the Watauga Fire Department took over CPR and began advanced medical procedures.

It is because of this quick response, appropriate medical procedures from these individuals - coupled with the care received from the Medical City North Hills Hospital staff, that led to the survival of the patient.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

This item does not require a recommendation as it is a presentation/report.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Andrea Gardner, City Manager
Zolaina Parker, City Secretary, TRMC
Approved as to form for inclusion on Agenda

Approved - 4/2/2019
Final Approval - 4/3/2019



AGENDA MEMORANDUM

DATE: April 2, 2019

TO: Honorable City Council Members

FROM: Mayor Pro Tem David Griffin - Place 4

SUBJECT: Update on the Watauga Animal Shelter's process as it pertains to care of animals and strays during after-hours

BACKGROUND/INFORMATION:

Mayor Pro Tem David Griffin requested this item be placed on the agenda.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

This item does not require a recommendation as it is a presentation/report.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Robert Parker, Chief of Police

Andrea Gardner, City Manager

Zolaina Parker, City Secretary, TRMC

Approved as to form for inclusion on Agenda

Approved - 4/2/2019

Approved - 4/3/2019

Final Approval - 4/3/2019



AGENDA MEMORANDUM

DATE: March 11, 2019

TO: Honorable City Council Members

FROM: Sandra Gibson, CGFO, CGFM, Director of Finance

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consideration and Approval of Monthly Financial Report for the period ending February 28, 2019

BACKGROUND/INFORMATION:

The monthly financial report for the period ending February 28, 2019 is attached for Council review and approval.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

Consideration and approval of the item as presented.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Council Report - 201904(FEB.2019)2

REVIEWED BY:

Andrea Gardner, City Manager
Zolaina Parker, City Secretary, TRMC
Approved as to form for inclusion on Agenda

Approved - 4/2/2019
Final Approval - 4/3/2019



Monthly Financial Report

February, 2019

Sales Tax

The City's sales tax receipts from the State Comptroller received in the month of March, 2019 (reflecting January 2019 sales receipts) increased by 1.54%, or \$4,920 from the same time last year. The Crime Control Prevention District's sales tax received increased by 1.51% or \$1,607. The State Comptroller's office reports that net sales tax payments for cities statewide are up 5.91% in comparison with prior year. A comparison of January 2019 sales tax receipts for Watauga and surrounding cities are shown below:

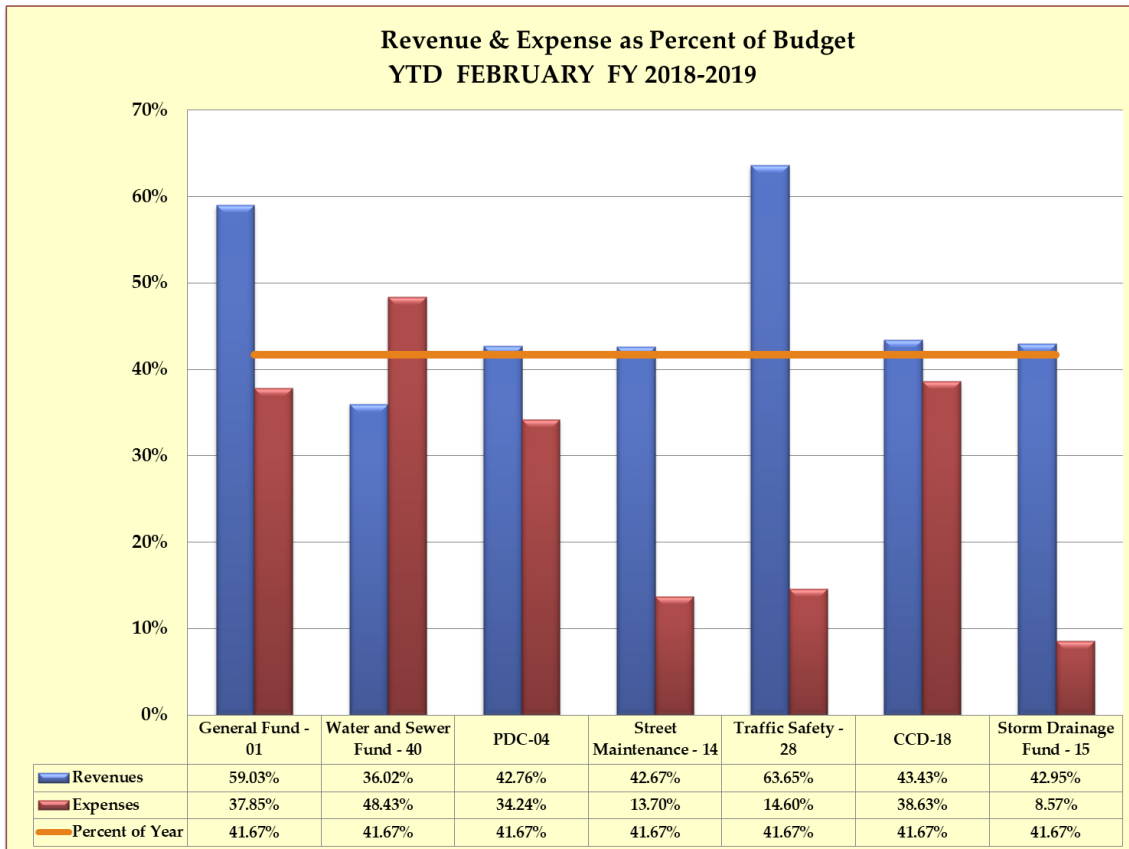
SALES TAX RECEIPTS COMPARISONS JANUARY 2018 vs. JANUARY 2019 RECEIVED FROM COMPTROLLER - MARCH FISCAL YEAR 2018-19

Sales Tax Receipts for the Month:					
City	JANUARY 2019 Sales		JANUARY 2018 Sales		
				\$ Change	% Change
Bedford	\$	891,065.07	\$	776,941.14	\$ 114,123.93 14.69%
Grapevine	\$	3,697,400.66	\$	3,344,510.75	\$ 352,889.91 10.55%
Keller	\$	798,577.97	\$	729,060.91	\$ 69,517.06 9.54%
Haltom City	\$	1,015,509.84	\$	930,144.79	\$ 85,365.05 9.18%
Colleyville	\$	399,772.78	\$	367,101.65	\$ 32,671.13 8.90%
Saginaw	\$	398,155.17	\$	370,776.15	\$ 27,379.02 7.38%
Fort Worth	\$	12,123,589.85	\$	11,345,654.04	\$ 777,935.81 6.86%
N. Richland Hills	\$	1,083,694.19	\$	1,042,891.85	\$ 40,802.34 3.91%
Watauga	\$	323,946.96	\$	319,026.55	\$ 4,920.41 1.54%
Hurst	\$	1,058,096.44	\$	1,078,497.95	\$ (20,401.51) -1.89%
Richland Hills	\$	316,342.26	\$	323,383.92	\$ (7,041.66) -2.18%
Euless	\$	1,244,582.81	\$	1,337,337.16	\$ (92,754.35) -6.94%
Southlake	\$	1,943,483.36	\$	2,142,320.18	\$ (198,836.82) -9.28%
Roanoke	\$	1,105,340.00	\$	1,296,525.31	\$ (191,185.31) -14.75%

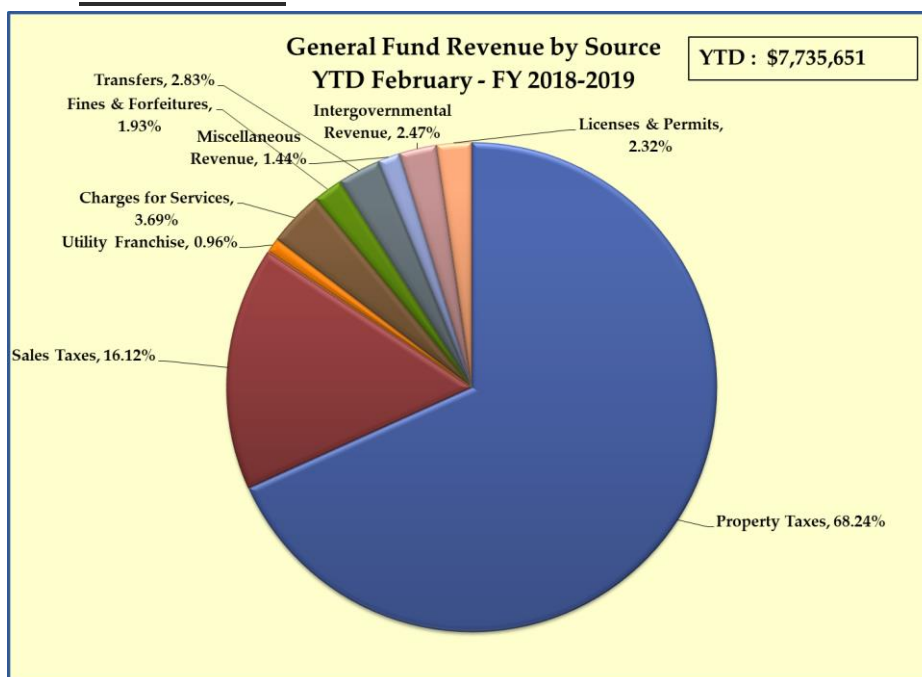
Source: State Comptroller

Financial Highlights

Through February, 2019, the City is 42% through the fiscal year. All revenue and expenses are reflected in the chart below and details of each fund's revenues and expenditures are attached.



General Fund



Revenues – Year-to-date revenues are in line with expectations representing 59% of budget collected.

Property Tax - Year-to-date, the City has received 94.1% of budgeted property taxes. Receipts are in line with expectations at this time. The majority of the City's ad valorem tax receipts are received in the month of December and January.

Utility Franchise Revenue - The majority of franchise receipts are received on a quarterly basis. The City has received 7.3% of budgeted franchise fee revenues through February, 2019. First quarter receipts for FY 2018-2019 were received in March, 2019.

Licenses and Permits - License and permit fees are at 33.9% of budget collected, a decrease of \$66,551 over prior year, primarily due to the Parkview subdivision being completed last fiscal year.

Charges for Services - Charges for Services revenues are at 37.5% of budget collected. Charges for services include recreation fees, ambulance services, garbage collection fees and animal adoption fees.

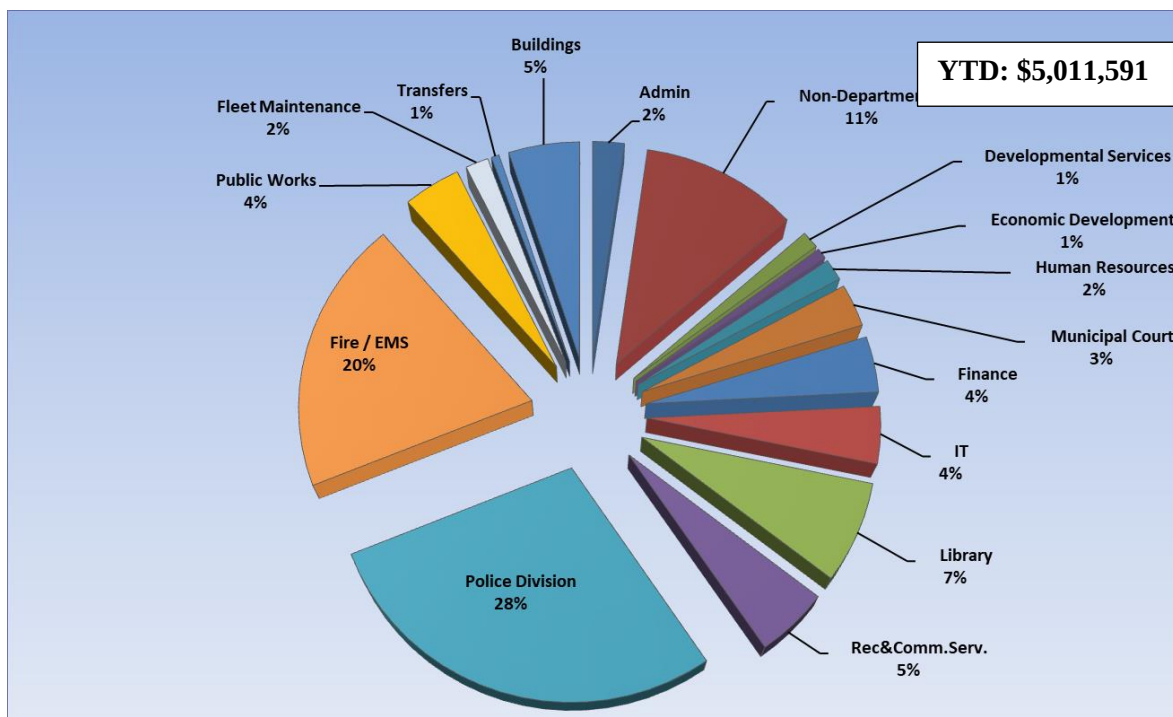
Fines and Forfeitures - Fines and Forfeitures are at 20% of budget which is \$35,396, or 19.2% lower than last year's collections. The City continues to experience a decline in overall citations.

Miscellaneous Revenue - Miscellaneous revenues include Interest earnings, rental of recreational facilities, and other revenue. These receipts total \$111,138 which is 29.4% of budgeted revenues.

Intergovernmental Revenue and Transfers - Intergovernmental Revenue is 38.1% of budget and Transfers are at 38.6% of budget.

Expenses - General fund expenses in total are in line with budget expectations at 37.8% of budget expended. Expenditures are 3.7% lower in comparison to prior year.

GENERAL FUND EXPENDITURES BY DEPARTMENT

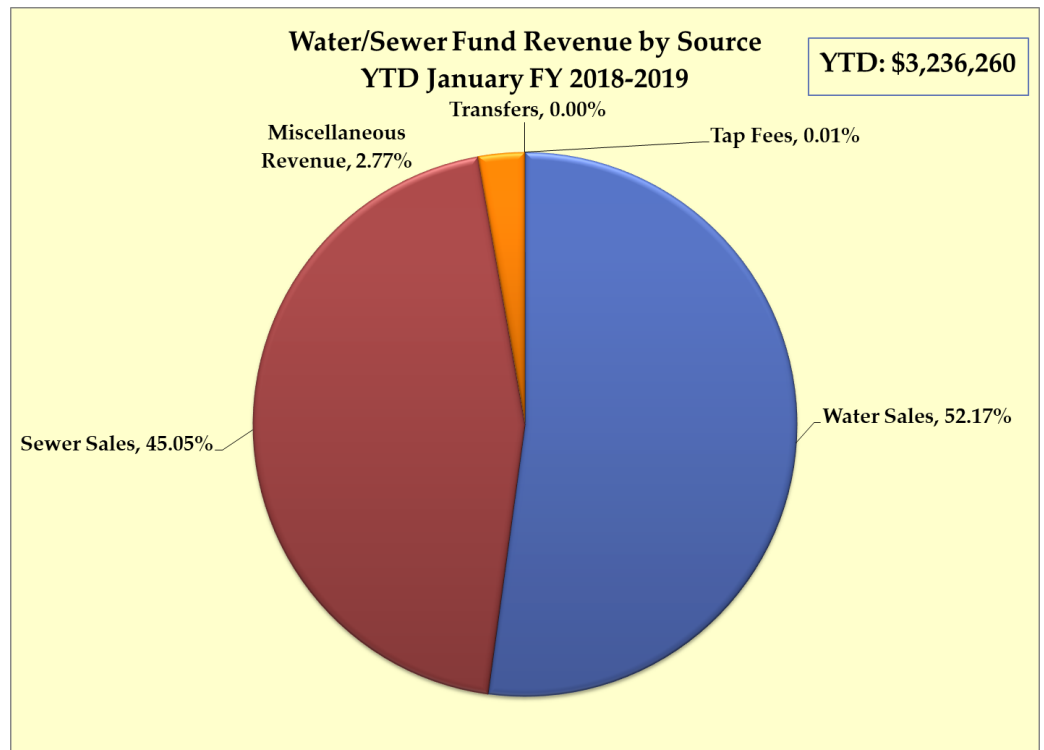


Water and Sewer Fund

Water and sewer revenues are currently at 36% of budgeted revenues through February, 2019.

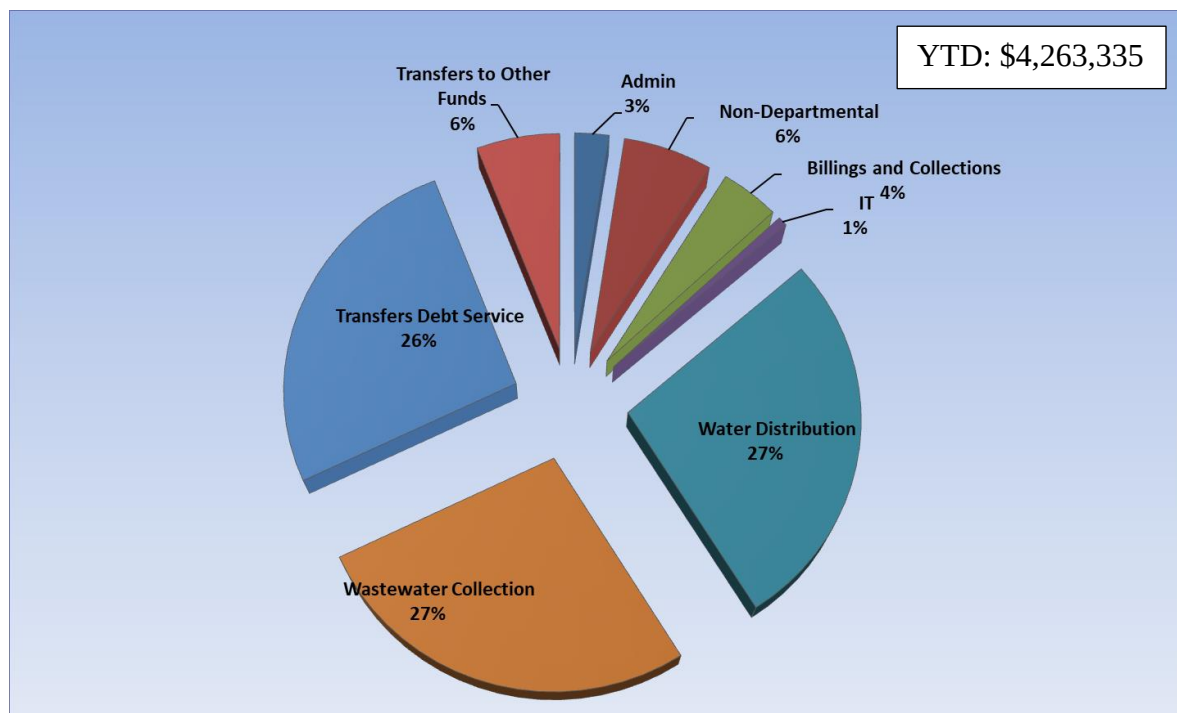
Miscellaneous Sales

- Miscellaneous sales include penalty revenue, EPA revenue, service charges, returned check fees, and damaged/tampering fees. This category of revenue is at 41.6% of budget collected.



Expenses – Year-to-date expenses in the Water/Sewer fund are higher than budget expectations and are currently at 48.4%. This is due to increased wastewater volume resulting in an increase in expenditures this fiscal year by approximately \$450,000 compared to last fiscal year. The Public Works department is investigating the issue by checking manholes and locating mains the are allowing the most inflow. The breakdown of expenses by department is shown below:

WATER AND SEWER FUND EXPENDITURES BY DEPARTMENT



Storm Drain Fund – Revenues have increased 4.3% when compared with FY2017-18 and represent 42.9% of budget collected. Expenses are at 8.6% of budget in this fund through February 2019. The capital improvement projects budgeted in this fund total \$2.4 million.

Special Revenue Funds - In the Street Maintenance Fund, revenues are on target with 42.7% of budget collected and expenses are at 13.7% of budget. The Crime Control and Prevention District has collected 43.4% of total revenues and is at 38.6% of budget expended. The Parks Development Corporation Fund has collected 42.8% of sales tax revenues and is at 34.2% of budget expended through February, 2019. The Traffic Safety Fund (Red Light ticket program) has collected \$510,344 of fines or 63.8% of budget year-to-date and expenditures are at 14.6% of budget at this time.



SPOTLIGHT ON A FUND SERIES

The Spotlight on a Fund Series has been included in the monthly financial report. This series is designed to highlight a fund and provide information on the history of the fund, revenues and appropriate expenditures, and other useful information. Fund accounting is used primarily by government and non-profit organizations to emphasize accountability, not profitability. Funds allow for revenues and expenditures to be segregated in accordance with laws and regulations or special restrictions and limitations. The City has twenty-seven funds in total.

Municipal Court Security Fund

The Watauga Crime Control and Prevention District Fund (WCCPD) is a **Governmental Fund type** and is a **Special Revenue Fund** due to its proceeds of a specific revenue source and legal restriction on expenditures for specific purposes.

The Municipal Court Security Fund was established in the 1997 Texas Legislative Session to allow for a \$3.00 assessment on all court fines paid. The assessment allows for municipalities to purchase security equipment such as surveillance cameras, bulletproof glass and certain personnel costs for Municipal Court areas. The Municipal Building Security Fees were assessed beginning in May, 1999. The historical summary of the fund is listed below:

MUNICIPAL COURT SECURITY FUND BUDGET SUMMARY

	HISTORY		PROJECTED YEAR		BUDGET	%CHANGE
	2015-16 Actual	2016-17 Actual	2017-18 Budget	2017-18 Estimate	2018-19 Budget	FY2018-19 VS 2017-18
Fund Balance, October 1	\$ 37,971	\$ 20,639	\$18,074	\$14,116	\$2,886	
Revenues:						
Municipal Bldg Security Fees	16,835	11,339	15,000	9,000	15,000	0.0%
Interest Earnings	14	379	50	50	50	0.0%
Operating Revenues	\$ 16,849	\$ 11,718	\$ 15,050	\$ 9,050	\$ 15,050	0.0%
Total Available Resources	\$ 54,820	\$ 32,357	\$ 33,124	\$ 23,166	\$ 17,936	-45.9%
Expenditures:						
Personnel	15,032	15,991	19,350	17,530	13,245	-31.6%
Supplies	0	0	0	0	0	0.0%
Contractual/Sundry	0	2,250	3,250	2,750	2,250	0.0%
Capital	4,149	0	0	0	0	0.0%
Operating Expenditures	19,181	18,241	22,600	20,280	15,495	-31.4%
Operating Transfers-Out						
To Internal Service Fund	15,000	0	0	0	0	
Total Operating Transfers-Out	15,000	0	0	0	0	
TOTAL OPERATING & TRANSFERS	\$ 34,181	\$ 18,241	\$ 22,600	\$ 20,280	\$ 15,495	-31.4%
Fund Balance, September 30	\$20,639	\$14,116	\$10,524	\$2,886	\$2,441	
CHANGE IN FUND BALANCE	(\$17,332)	(\$6,523)	(\$7,550)	(\$11,230)	(\$445)	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2019
For the period ending February 28, 2019 (2nd FY Qtr.)

GENERAL FUND - 01

REVENUE:	CURRENT BUDGET	2/28/2019 YTD ACTUAL	% USED	% REMAINING	2/28/2018 YTD ACTUAL	\$ CHG 19 vs 18	% CHG 19 vs 18
TAXES							
AD VALOREM	5,583,000	5,250,980	94.05%	5.95%	4,782,557	468,423	9.79%
Delinquent	26,000	18,030	69.35%	30.65%	11,852	6,178	52.13%
Penalty & Interest	27,000	9,998	37.03%	62.97%	7,765	2,233	28.76%
SALES TAX	2,967,000	1,247,244	42.04%	57.96%	1,189,526	57,719	4.85%
UTILITY FRANCHISE	1,017,000	74,512	7.33%	92.67%	74,431	81	0.11%
LICENSES & PERMITS	529,000	179,104	33.86%	66.14%	245,655	(66,551)	-27.09%
INTERGOVERNMENTAL REVENUE	502,600	191,329	38.07%	61.93%	186,307	5,022	2.70%
CHARGES FOR SERVICES	760,000	285,071	37.51%	62.49%	294,838	(9,767)	-3.31%
FINES & FORFEITURES	745,700	149,075	19.99%	80.01%	184,471	(35,396)	-19.19%
MISCELLANEOUS INCOME	378,200	111,138	29.39%	70.61%	89,334	21,804	24.41%
OPERATING TRANSFERS IN	568,000	219,169	38.59%	61.41%	212,183	6,986	3.29%
TOTAL REVENUE	\$13,103,500	\$7,735,651	59.03%	40.97%	\$7,278,918	\$456,733	6.27%
ADMINISTRATION	293,800	113,245	38.54%	61.46%	98,974	14,271	14.42%
HUMAN RESOURCES	168,250	78,487	46.65%	53.35%	64,760	13,727	21.20%
BUILDINGS - PW	819,000	254,353	31.06%	68.94%	264,657	(10,304)	-3.89%
FINANCE	459,850	201,625	43.85%	56.15%	184,888	16,737	9.05%
MUNICIPAL COURT - FIN	410,450	154,188	37.57%	62.43%	155,415	(1,227)	-0.79%
DEVELOPMENTAL SERVICES - PW	176,018	62,775	35.66%	64.34%	113,134	(50,359)	-44.51%
LIBRARY	985,700	362,725	36.80%	63.20%	364,558	(1,833)	-0.50%
RECREATION	706,082	249,927	35.40%	64.60%	252,047	(2,120)	-0.84%
POLICE	4,074,650	1,423,975	34.95%	65.05%	1,389,825	34,150	2.46%
FIRE/EMS	2,576,350	988,511	38.37%	61.63%	936,823	51,688	5.52%
PUBLIC WORKS - STREETS	618,950	205,816	33.25%	66.75%	196,415	9,401	4.79%
FLEET MANAGEMENT - PW	203,800	81,783	40.13%	59.87%	79,127	2,656	3.36%
NON-DEPARTMENTAL	1,211,700	563,899	46.54%	53.46%	639,360	(75,461)	-11.80%
INFORMATION TECHNOLOGY	395,050	204,476	51.76%	48.24%	163,207	41,269	25.29%
ECONOMIC DEVELOPMENT	93,580	37,419	39.99%	60.01%	89,700	(52,282)	-58.28%
TRANSFERS TO OTHER FUNDS	47,500	28,387	59.76%	40.24%	209,008	(180,622)	-86.42%
TOTAL EXPENDITURES	\$13,240,730	\$5,011,591	37.85%	62.15%	\$5,201,898	(\$190,307)	-3.66%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$137,230)	\$2,724,060			\$2,077,020	\$647,039.90	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2019
For the period ending February 28, 2019 (2nd FY Qtr.)

DEBT SERVICE FUND - 03

REVENUE:	CURRENT BUDGET	2/28/2019 YTD ACTUAL	% USED	% REMAINING	2/28/2018 YTD ACTUAL	\$ CHG 19 vs 18	% CHG 19 vs 18
TAXES							
AD VALOREM	2,420,000	2,261,541	93.45%	6.55%	2,209,091	\$52,451	2.37%
Delinquent	12,000	7,826	65.21%	34.79%	4,808	\$3,018	62.77%
Penalty & Interest	10,000	3,279	32.79%	67.21%	2,811	\$468	16.65%
INTEREST EARNINGS	800	8,333	1041.64%	-941.64%	4,426	\$3,908	88.29%
OTHER FINANCING SOURCES	-	0	-	-	0	\$0	-
OPERATING TRANSFERS IN	-	0	-	-	0	\$0	-
TOTAL REVENUE	\$2,442,800	\$2,280,979	93.38%	6.62%	\$2,221,135	\$59,844	2.69%
 Contractual & Sundry	 2,496,122	 0	 0.00%	 100.00%	 -	 \$0	 0.00%
TOTAL EXPENDITURES	\$2,496,122	1,858,761	74.47%	25.53%	1,563,946	\$294,815	0.00%
 EXCESS REVENUE OVER (UNDER) EXPENDITURES	 (\$53,321.58)	 \$422,218			 \$657,188	 -\$234,971	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2019
For the period ending February 28, 2019 (2nd FY Qtr.)**

PARKS DEVELOPMENT FUND - 04

REVENUE:	CURRENT BUDGET	2/28/2019 YTD ACTUAL	% USED	% REMAINING	2/28/2018 YTD ACTUAL	\$ CHG 19 vs 18	% CHG 19 vs 18
SALES TAX	728,000	310,350	42.63%	57.37%	295,417	14,933	5.05%
INTEREST EARNINGS	7,500	4,127	55.03%	44.97%	2,112	2,015	95.41%
INTEREST/ESCROW	-	-	-	-	-	-	-
CONTRIBUTIONS/OTHER	-	-	-	-	-	-	-
TOTAL REVENUE	\$735,500	\$314,477	42.76%	57.24%	\$297,529	16,948	5.70%
 PERSONNEL SERVICES	447,400	168,072	37.57%	62.43%	172,406	(4,334)	-2.51%
NON-DEPARTMENTAL	21,390	5,698	26.64%	73.36%	5,573	126	2.26%
SUPPLIES	63,100	7,688	12.18%	87.82%	4,254	3,434	80.73%
MAINTENANCE	62,200	20,428	32.84%	67.16%	22,256	(1,828)	-8.21%
CONTRACTUAL & SUNDRY	144,100	43,111	29.92%	70.08%	36,639	6,473	17.67%
TRANSFERS	50,900	21,560	42.36%	57.64%	14,485	7,075	48.84%
CAPITAL OUTLAY	5,500	5,500	100.00%	0.00%	-	5,500	0.00%
TOTAL EXPENDITURES	794,590	272,057	34.24%	65.76%	\$ 255,612	16,445	6.43%
 EXCESS REVENUE OVER (UNDER) EXPENDITURES	 (\$59,090)	 \$42,420			 \$41,917	 \$502	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2019
For the period ending February 28, 2019 (2nd FY Qtr.)**

Strategic Initiative Fund - 13

REVENUE:	CURRENT BUDGET	2/28/2019 YTD ACTUAL	% USED	% REMAINING	2/28/2018 YTD ACTUAL	\$ CHG 19 vs 18	% CHG 19 vs 18
	-						
INTEREST EARNINGS	1,000	2,039	203.93%	-103.93%	1,793	246	13.74%
INTEREST/ESCROW	-	-	-	-	-	-	-
TRANSFERS	-	-	-	-	31,250	(31,250)	-100.00%
TOTAL REVENUE	\$1,000	\$2,039	203.93%	-103.93%	\$33,043	(31,004)	-86.26%
 CONTRACTUAL & SUNDRY	155,000	54,547	35.19%	64.81%	37,912	16,635	43.88%
TOTAL EXPENDITURES	155,000	54,547	35.19%	64.81%	\$ 37,912	16,635	43.88%
 EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$154,000)	(\$52,508)			(\$4,869)	-\$47,639	

100.00%

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2019
For the period ending February 28, 2019 (2nd FY Qtr.)

STREET MAINTENANCE FUND - 14

	<u>CURRENT BUDGET</u>	<u>2/28/2019 YTD ACTUAL</u>	<u>% USED</u>	<u>% REMAINING</u>	<u>2/28/2018 YTD ACTUAL</u>	<u>\$ CHG 19 vs 18</u>	<u>% CHG 19 vs 18</u>
REVENUE:							
SALES TAX	723,000	306,606	42.41%	57.59%	292,060	14,546	5.0%
INTEREST EARNINGS	9,000	5,702	-	-	2,482	3,220	129.8%
INTEREST/ESCROW	-	-	-	-	-	0	-
CONTRIBUTIONS/OTHER	-	-	-	-	-	0	-
TOTAL REVENUE	\$ 732,000	\$312,308	42.41%	57.59%	294,542	\$17,766	6.03%
MAINTENANCE	100,000	47,266	47.27%	52.73%	46,359	907	2.0%
CONTRACTUAL & SUNDRY	8,000	420	5.25%	94.75%	1,415	(995)	-70.3%
CAPITAL OUTLAY	600,000	49,312	8.22%	91.78%	-	49,312	0.0%
TOTAL EXPENDITURES	708,000	96,998	13.70%	86.30%	47,774	\$49,223	
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$24,000	\$215,310			\$246,767	(\$31,457)	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2019
For the period ending February 28, 2019 (2nd FY Qtr.)**

STORM DRAIN FUND - 15

REVENUE:	CURRENT BUDGET	2/28/2019 YTD ACTUAL	% USED	% REMAINING	2/28/2018 YTD ACTUAL	\$ CHG 19 vs 18	% CHG 19 vs 18
USERS FEE	1,452,000	611,845	42.14%	57.86%	598,808	13,037	2.18%
OTHER REVENUE	-	-	-	-	-	-	-
INTEREST INCOME	25,000	22,507	90.03%	9.97%	9,561	12,946	135.40%
						-	-
TOTAL REVENUE	\$1,477,000	\$634,352	42.95%	57.05%	\$608,369	\$25,982	4.27%
PERSONNEL	497,200	174,830	35.16%	64.84%	\$181,107	(6,278)	-3.47%
SUPPLIES	38,600	6,650	17.23%	82.77%	\$6,242	408	6.54%
MAINTENANCE	56,500	5,777	10.22%	89.78%	\$2,822	2,954	104.67%
CONTRACTUAL & SUNDRY	203,230	55,503	27.31%	72.69%	\$56,339	(836)	-1.48%
CAPITAL	2,483,000	3,739	0.15%	99.85%	\$56,490	(52,752)	-93.38%
TRANSFERS TO OTHER FUNDS	103,600	43,509	42.00%	58.00%	\$49,107	(5,598)	-11.40%
TOTAL EXPENDITURES	\$3,382,130	\$290,006	8.57%	91.43%	\$352,107	(\$62,101)	-17.64%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$1,905,130)	\$344,345			\$256,262	\$88,083	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2019
For the period ending February 28, 2019 (2nd FY Qtr.)**

CRIME CONTROL DISTRICT - 18

REVENUE:	CURRENT BUDGET	2/28/2019 YTD ACTUAL	% USED	% REMAINING	2/28/2018 YTD ACTUAL	\$ CHG 19 vs 18	% CHG 19 vs 18
SALES TAX	1,436,000	616,123	42.91%	57.09%	586,300	29,823	5.09%
INTEREST EARNING/OTHER	9,000	32,251	358.35%	-258.35%	6,062	26,189	432.03%
MIS GRANT PROCEEDS	48,000	-	-	-	-	-	-
TOTAL REVENUE	\$1,493,000	\$648,374	43.43%	56.57%	\$592,362	\$56,013	9.46%
 PERSONNEL SERVICES	994,000	362,999	36.52%	63.48%	\$326,688	36,311	11.11%
SUPPLIES	147,500	39,939	27.08%	72.92%	\$40,333	(393)	-0.97%
MAINTENANCE	206,000	118,184	57.37%	42.63%	\$125,604	(7,420)	-5.91%
CONTRACTUAL & SUNDRY	316,870	129,476	40.86%	59.14%	\$117,656	11,820	10.05%
TRANSFERS	44,000	18,572	42.21%	57.79%	\$164,724	(146,152)	-88.73%
CAPITAL OUTLAY	24,500	230	0.94%	99.06%	\$0	230	0.00%
 TOTAL EXPENDITURES	1,732,870	669,401	38.63%	61.37%	\$775,005	(\$105,605)	-13.63%
 EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$239,870)	(\$21,026)			\$ (182,644)	\$161,617	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2019
For the period ending February 28, 2019 (2nd FY Qtr.)

Traffic Safety - 28

REVENUE:	CURRENT BUDGET	2/28/2019 YTD ACTUAL	% USED	% REMAINING	2/28/2018 YTD ACTUAL	\$ CHG 19 vs 18	% CHG 19 vs 18
FINES & FORFEITURES	800,000	509,196	63.65%	36.35%	370,092	139,104	37.59%
INTEREST	-	1,148	-	-	423	725	-
		-	-	-	-	-	-
TOTAL REVENUE	800,000	510,344	63.79%	36.35%	370,515	139,829	37.74%
PERSONNEL SERVICES	263,200	61,424	23.34%	76.66%	59,367	2,056	3.46%
SUPPLIES	4,500	-	0.00%	100.00%	1,204	(1,204)	0.00%
CONTRACTUAL & SUNDRY	506,060	52,692	10.41%	89.59%	78,042	(25,350)	-32.48%
CAPITAL OUTLAY	7,600	-	0.00%	100.00%	-	-	0.00%
TOTAL EXPENDITURES	781,360	114,115	14.60%	85.40%	138,613	(24,498)	-17.67%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$18,640	\$396,229			\$231,901	\$164,327	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2019
For the period ending February 28, 2019 (2nd FY Qtr.)**

WATER & SEWER - 40

REVENUE:	CURRENT BUDGET	2/28/2019 YTD ACTUAL	% USED	% REMAINING	2/28/2018 YTD ACTUAL	\$ CHG 19 vs 18	% CHG 19 vs 18
WATER SALES	4,800,000	1,639,626	34.16%	65.84%	1,785,229	(145,603)	-8.16%
SEWER SALES	3,750,000	1,415,837	37.76%	62.24%	1,173,971	241,866	20.60%
MISCELLANEOUS	209,000	87,016	41.63%	58.37%	88,879	(1,863)	-2.10%
PENALTY	205,000	76,010	37.08%	62.92%	78,901	(2,891)	-3.66%
INTEREST	20,000	17,421	87.11%	12.89%	5,536	11,885	214.71%
TRANSFERS	-	-	-	-	-	-	0.00%
TAP FEES	-	350	-	-	4,200	(3,850)	-91.67%
SALE OF ASSETS	-	-	-	-	-	-	-
TOTAL REVENUE	\$8,984,000	\$3,236,260	36.02%	63.98%	\$3,136,715	\$99,544	3.17%
ADMINISTRATIVE	271,300	104,757	38.61%	61.39%	114,311	(9,554)	-8.36%
NON-DEPARTMENTAL	655,180	272,227	41.55%	58.45%	317,030	(44,803)	-14.13%
BILLING & COLLECTIONS	507,800	179,577	35.36%	64.64%	177,171	2,406	1.36%
MGT. INFO SYSTEMS	75,900	29,183	38.45%	61.55%	29,340	(158)	-0.54%
WATER DISTRIBUTION	2,899,400	1,166,240	40.22%	59.78%	852,063	314,177	36.87%
WASTEWATER COLLECTION	2,407,700	1,143,979	47.51%	52.49%	689,889	454,091	65.82%
TRANSFERS	1,986,500	1,367,371	68.83%	31.17%	1,326,792	40,579	3.06%
TOTAL EXPENDITURES	\$8,803,780	\$4,263,335	48.43%	51.57%	\$3,506,596	\$756,739	21.58%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$180,220	(\$1,027,075)			(\$369,880)	(\$657,195)	

100.00%



AGENDA MEMORANDUM

DATE: March 29, 2019

TO: Honorable City Council Members

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

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consideration and approval of the Letter of Engagement for Whitley Penn, LLP to perform the Fiscal Year 2018-2019 City of Watauga Independent Audit in an amount not to exceed \$53,000, representing the fourth and final renewal term for Proposal # 15-024

BACKGROUND/INFORMATION:

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

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

Financial Audit Services Proposal # 15-024 was issued May 13, 2015 and closed May 28, 2015. with responses received from ten (10) firms. Evaluations of the firms and audit proposals were completed by a committee consisting of three (3) staff members resulting in a recommendation for award to Whitley Penn, LLP. This recommendation was presented to, and awarded, by Council on July 13, 2015. The proposal agreement was awarded for the independent audit of Fiscal Year 2014-2015 in the amount of \$49,500 with renewal terms of four (4) subsequent fiscal years at predesignated amounts.

The first renewal term for Fiscal Year 2015-2016 audit was approved by Council July 26, 2016 in the amount of \$50,500. The second renewal term for Fiscal Year 2016-2017 was approved by Council July 24, 2017 in the amount of \$51,000. The third



AGENDA MEMORANDUM

renewal term for Fiscal Year 2017-2018 was approved by Council August 6, 2018 in the amount of \$52,000.

Staff has been pleased with the independent audit services performed by Whitley Penn, LLP and request approval of the attached Letter of Engagement for Whitley Penn, LLP to perform the Fiscal Year 2018-2019 independent audit of the general purpose financial statements in the amount of \$53,000. This will represent the fourth and final renewal term of Proposal # 15-024 for Independent audit services.

FINANCIAL IMPLICATIONS:

Funds are budgeted and available.

RECOMMENDATION/ACTION DESIRED:

Consideration of approval of the Letter of Engagement for Whitley Penn, LLP to perform the Fiscal Year 2018-2019 City of Watauga Independent Audit in an amount not to exceed \$53,000, representing the fourth and final renewal term for Proposal # 15-024.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. FINANCIAL AUDIT RENEWAL & ATTORNEY LETTER

REVIEWED BY:

Sandra Gibson, CGFO, CGFM, Director of Finance
Andrea Gardner, City Manager
Zolaina Parker, City Secretary, TRMC
Approved as to form for inclusion on Agenda

Approved - 4/2/2019
Approved - 4/3/2019
Final Approval - 4/3/2019

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

MARK G. DANIEL

BOARD CERTIFIED - CRIMINAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

CRIMINAL TRIAL SPECIALIST-BOARD CERTIFIED
NATIONAL BOARD OF TRIAL ADVOCACY

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

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

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

Ms. Deby Woodard
Assistant Finance Director/Purchasing Manager
City of Watauga
7105 Whitley Road
Watauga, Texas 76148

Via Email

*Re: Whitley Penn Letter of Engagement for Audit Services
Fourth and Final Term*

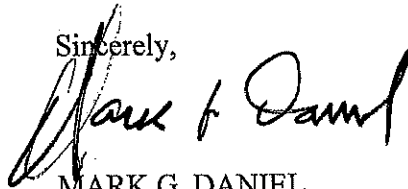
Dear Ms. Woodard:

I am in receipt of the engagement letter from Whitley Penn to the City of Watauga, Texas regarding auditing the City's financial statements for the year 2019. I have reviewed this audit engagement letter for the fourth and final term and would recommend that this be presented to the City Council for consideration and approval.

I would defer to staff regarding validation and reasonableness of cost figures for the services set forth in the engagement letter.

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

Sincerely,



MARK G. DANIEL
City Attorney for the City of Watauga

MGD/tp

cc: Mayor Pro tem David Griffin
Ms. Andrea Gardner, City Manager
City Secretary's Office

March 14, 2019

To the Honorable Mayor, Members of
City Council and the City Manager
City of Watauga, Texas

The following represents our understanding of the services we will provide the City of Watauga, Texas.

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Watauga, Texas (the "City"), as of September 30, 2019, and for the year then ended and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit.

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

1. Management's Discussion and Analysis
2. General Fund – Budgetary Comparison Information
3. Required Supplementary Pension Information and Other Post-Employment Benefit (OPEB) information, if applicable.

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

1. Combining and Individual Fund Statements and Schedules

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

1. Introductory Section
2. Statistical Section

The Objective of an Audit

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in accordance with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

General Audit Procedures

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Internal Control Audit Procedures

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS.

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

Compliance with Laws and Regulations

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
4. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
6. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

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

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	<u>September 2019</u>
Perform year-end audit procedures	<u>December 2019</u>
Issue audit report	<u>February 2020</u>

Christopher Breaux, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Whitley Penn, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for the audit services will be based on the amount of time required and the difficulty of the work involved which will not exceed those fees set out in the following schedule:

Financial statement audit fee	\$53,000
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We would like to make the following comments regarding the fee estimates:

1. Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.

2. The City's personnel are responsible for the preparation of all items requested in the Prepared by Client ("PBC") listing and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The PBC listing will be provided to you during the planning process of the engagement.
3. Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the exceptions and obtain approval for any additional fees which may be incurred.
4. Our fee estimates are based on all general ledger sub ledgers being reconciled to the general ledger balance and any adjustment necessary should be recorded to the general ledger prior to our fieldwork start date.

The ethics of our profession prohibit the rendering of professional services where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services. Accordingly, it is important that our bills be paid promptly when received. If a situation arises in which it may appear that our independence would be questioned because of significant unpaid bills, we may be prohibited from issuing our auditors' report.

Any and all claims relating to or arising out of this contract/agreement shall be governed by the laws of Texas and any dispute shall be finally resolved by the Texas courts in Tarrant County.

This letter replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

With respect to any nonattest services we perform, the City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

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

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

At the conclusion of our audit engagement, we will communicate to City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Whitley Penn LLP

RESPONSE:

This letter correctly sets forth our understanding.

CITY OF WATAUGA, TEXAS

Acknowledged and agreed on behalf of the City of Watauga by:

Signature: _____

Title: _____

Date: _____



AGENDA MEMORANDUM

DATE: March 29, 2019

TO: Honorable City Council Members

FROM: Marcia Reyna, Human Resources and Civil Service Director

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consideration and approval of the job description and position profile for the position of City Secretary

BACKGROUND/INFORMATION:

During the Special Council Meeting on March 26, 2019 Council directed staff to conduct the search for the City Secretary vacancy. The job description and recruitment profile were provided to Council via email for review. Revisions have been made per Council's feedback. The updated job description and position profile for the position of City Secretary are presented for Council's approval. Upon approval of these documents, the position will be posted and the City of Watauga will begin accepting applications.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

It is respectfully requested that Council approve the job description and position profile for the position of City Secretary.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. City Secretary Position Profile DRAFT
2. City Secretary Job Description DRAFT

REVIEWED BY:

Andrea Gardner, City Manager
Zolaina Parker, City Secretary, TRMC
Approved as to form for inclusion on Agenda

Approved - 4/2/2019
Final Approval - 4/3/2019



CITY SECRETARY

Position Available

WWW.WATAUGATX.ORG

The City of Watauga is a desirable community because of its low crime rate, highly-rated school districts of Keller ISD and Birdville ISD, excellent location and affordable housing. It is located minutes away from major interstate highways, DFW International Airport and Alliance Airport. The City has about 23,600 residents and a dynamic business and residential community. Watauga prides itself in providing quality service to its residents with award-winning parks, excellent recreational offerings and miles of sidewalks and trails. Watauga partners an outstanding civic atmosphere with a focus on transparency and citizen communication and engagement.

The City of Watauga operates under a Home Rule Charter providing for the Mayor-Council-Manager form of government. The City is governed by a City Council composed of the Mayor and seven Council Members, all elected at large for two-year terms. The City Secretary reports directly to the Mayor and Council. The City Secretary is not required to hold residency in the City of Watauga.

Watauga offers a full range of municipal services to its residents including City Administrative Services, Finance, Human Resources, Information Technology, Public Works, Utilities, Police, Fire, Emergency Medical Services, Library, Parks & Community Services and Economic Development.



VISION STATEMENT: A Community that meets the needs of citizens by offering a high quality of life through transparent governance.



THE IDEAL CANDIDATE

The City of Watauga is seeking an experienced, dynamic, and effective professional to be its next City Secretary. The new City Secretary will find Watauga to be a diverse and progressive City with the challenges and opportunities that are characteristic of a thriving community.

A successful candidate will have demonstrated a record of diplomacy and customer service. In addition to managing the day-to-day operations of the City Secretary's Office, the City Secretary will be expected to establish an open and supportive relationship with the City Council and City Manager providing them with informed recommendations while following all Charter provisions, Ordinances, and Resolutions enacted by the City Council and state and federal laws.

The City Secretary will be a highly ethical, honest, and confident individual who will support the City and City Council's goals. They must have an approachable demeanor and maintain a harmonious work environment. The ideal candidate will have a strong understanding of the Open Meetings Act, Public Information Act, Robert's Rules of Order and be technology savvy with an understanding of social media.

COMPENSATION

Compensation will depend on the qualifications of the successful applicant. The salary range is \$71, 855 - \$89, 819. Full-time employee benefits include 13 Paid Holidays, 5-21 Vacation Days and 15 Sick Days annually; Longevity Pay; Texas Municipal Retirement System - City matches 2:1, 5 years vesting; Medical, Dental, Vision, Life Insurance, AD&D Insurance, and Long Term Disability, which are provided at the City's expense.



HOW TO APPLY

Qualified applicants should apply online at www.wataugatx.org/jobs. A letter of interest, a detailed resume of qualifications and 5-6 professional references should be attached to the employment application. The first review of applications will occur after May 13, 2019. The City of Watauga is an Equal Opportunity Employer, and values diversity at all levels of its workforce. Finalists will be subject to a comprehensive background check.

For additional information please contact:
Marcia Reyna
Director of Human Resources & Civil Service
City of Watauga
7105 Whitley Road
Watauga, TX 76148
Direct Line 817.514.5819 | Fax 817.514.3619
mreyna@wataugatx.org

CITY OF WATAUGA CORE VALUES

Customer Service
Attitude & Professionalism
Responsibility & Accountability
Ethics & Integrity
Sustainability & Innovation





City of Watauga **City Secretary Job Description**

Job Title: City Secretary	Job Code: ADM 00-103
Reports to: City Council	FLSA Status: Exempt
Department: Administration	Prepared by: Human Resources
Division: City Secretary	Approved Date: April 8, 2019

SUMMARY

Under administrative direction, ensures continuity of the City's municipal legislative process through the guardianship and processing of City Council agendas, minutes, ordinances, resolutions, elections and board appointments; manages liability and property claims; processes public information requests.

ESSENTIAL FUNCTIONS

- Serves as a liaison between the City Council, City staff and the public to manage and address complaints regarding offered services.
- Receives and responds to citizen complaints, issues and/or concerns as related to the City Secretary's Office.
- Serves as the Elections Administrator for the City by administering and overseeing annual City election process through partnership with Tarrant County Elections Administration.
- Administers oaths of office.
- Accepts lawsuits and liability/property claims filed against the City.
- Gives notice of and attends all official public meetings of the City Council.
- Attends City Department Head Meetings as requested by the City Manager.
- Assists Council members as needed and as directed by the City Council.
- Supervises the Assistant to the City Secretary.
- Creates, manages and maintains the City Council calendar of events.
- Drafts agendas, meeting minutes, ordinances, resolutions and other official City documents and submits to City Manager, City Attorney and/or City Council for approval as required.
- Provides assistance to various boards, committees and commissions as needed or requested by the City Manager.
- Facilitates City Attorney correspondence to the City Council and other addressed parties.
- Manages publication of legal notices, such as notices of public hearings, requests for bids and notices of elections.
- Manages, coordinates and processes all amendments to the City Charter and the City Code of Ordinances.
- Serves as custodian of all official records of the City Council, including agendas, minutes, ordinances, resolutions, contracts, deeds, etc., as well as agendas and minutes of the various Boards, Commissions and Committees of the City.
- Serves as the official keeper of the City Seal, and issuing all proclamations and certificates on behalf of the City;
- Manages, processes and issues Alcoholic Beverage Permits and Massage Establishment Permits.
- Manages and processes Public Information Act requests.

- Serves as the Records Management Officer for the City and manages the City's Records Retention Program.
- Assists the City Manager with administrative duties, including Powerpoint® presentations, correspondence, scheduling meetings and related activities as requested by the City Manager.
- Answers City Secretary's office phone and may assist with answering the calls from the City's main line as needed.
- Updates website for relevant City Secretary department material (i.e. elections).
- Develops and manages monthly newsletter as assigned.
- May perform other assignments and handle special projects as directed by the City Council or City Manager.
- Maintains confidentiality of all records per federal, state and local laws, ordinances, or policy.

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

SCOPE OF SUPERVISION

- Works under administrative direction of the City Council.

MINIMUM QUALIFICATIONS

Education, Training and Experience Guidelines

High School diploma or equivalent; AND five (5) years progressively responsible work, including two (2) years of supervisory experience, in municipal government administrative support; OR an equivalent combination of education, training and experience. Bachelor's degree in Public Administration, Business Administration or a related field preferred. Bi-lingual preferred.

Any work-related experience resulting in acceptable proficiency levels in the above Minimum Qualifications is an acceptable substitute for the above specified education and experience requirements.

Knowledge of:

- City organization, operations, policies and procedures.
- Texas Ethics Commission rules and practices.
- Council-City Manager form of government.
- Power and duties of a City Secretary.
- Texas Public Information and Open Meeting law.
- State and federal election laws.
- Principles and practices of effective employee supervision.
- Principles and practices of effective customer service.
- Principles and practices of conflict management and resolution.
- Liability/Insurance/Risk Management.
- Principles and practices of project management.
- Applicable local, state and federal laws, regulations and guidelines.
- Texas Constitution.
- Texas Local Government Codes.

- Applicable policies, procedures and regulations covering specific areas of assignment.
- Business and personal computers, and spreadsheet software applications.

Skilled in:

- Handling situations requiring diplomacy, fairness, firmness and sound judgment.
- Understanding, and applying relevant policies and procedures.
- Conducting all City elections.
- Handling open records requests.
- Multi-tasking and working effectively under stressful or high-pressure work environments.
- Establishing and maintaining effective working relationships with City executive staff, City Council, City Manager, other support staff, other City staff, external government agencies, vendors and the general public.
- Operating a personal computer and various software programs.
- Communicating effectively both verbally and in writing.
- Maintaining confidentiality.

LICENSE AND CERTIFICATION REQUIREMENTS

Texas Municipal Clerk Certification preferred.

International Institute of Municipal Clerks Certification preferred.

Public Information and Open Meeting Act Certification.

Possession of a valid Texas driver's license.

Notary public.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

Work is performed in an office work environment. May be required to lift and carry items weighing up to 25 pounds.

Disclaimer

The above statements describe the general nature and level of work being performed as of the date of preparation and approval. They are not to be construed as an exhaustive list of all responsibilities, duties, and skills required of the position. Employees holding this position will be required to perform any other job-related duties as requested by management. The City of Watauga reserves the right to change or revise this job description as the need arises. The job description does not constitute an employment agreement between the employer and employee, and all requirements are subject to possible modification to reasonably accommodate individuals with disabilities.

Employee Signature

Date



**AGENDA
WATAUGA CITY COUNCIL
REGULAR MEETING
MONDAY, APRIL 8, 2019
CITY HALL COUNCIL CHAMBER, 7105 WHITLEY ROAD
6:30 PM
REGULAR MEETING TO COMMENCE IMMEDIATELY AFTER WORKSHOP**

DATE: March 29, 2019

TO: Honorable City Council Members

FROM: Paul Hackleman, P.E., CFM, Director of Public Works

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consideration of approving water billing adjustments from North Richland Hills (NRH) due to water main break and subtraction meter failure and authorize the City Manager to approve modified payments as needed in the future

BACKGROUND/INFORMATION:

On September 20, 2018, the City of North Richland Hills (NRH) and Watauga Pump Station was damaged from a City of Fort Worth Water Main break. The Pump Station was down thru mid-October 2018. This situation has never occurred since we took control of the water system from NRH in 1996.

In October of 2018, the Hightower Drive subtraction meter was damaged from the Rufe Snow Drive construction.

Per the contract, we pay NRH for water thru:

1. Pump Station – Fort Worth Rate - Metered
2. Three Subtraction Meters – Trinity River Authority (TRA) Rate - Metered

The contractual billing procedure is to:

1. Read the Pump Station Meter - Fort Worth Rate
2. Read the Subtraction Meters for flow to east into NRH) - Fort Worth Rate
3. Read the Subtraction Meters for flow to west into Watauga - TRA Rate

Once NRH has the meter readings, we are billed as follows:

1. Pump Station Reading less the Subtraction Meter reading to east - Results in our Fort Worth Rate billed to Watauga

2. Subtraction Meter Reading to west - Results in our TRA Rate billed to Watauga.

However, since the pump station was down and the subtraction meter was damaged we operated the system in a manner it was never intended to operate.

For clarity, an issue arises from water entering and leaving Watauga at the Subtraction Meters since that was our only feed for half the month of September and October and this caused an increase in circular flow. The system was not contractual intended to allow normal circular (into and out of Watauga) flow at the subtraction meters. Basically, TRA water entered Watauga at one subtraction meter location and then left at another location (circular flow). Per our contract, we subtract from the Fort Worth Feed all water that enters at the subtraction meters, but do add it back when it leaves. The result for September is: we would show we passed all the Fort Worth water directly to NRH which is not true or possible. Therefore, NRH would charge us only for TRA water.

NRH could just bill us according to the contract, but they realize that would result in a higher bill than what Watauga should pay. Therefore, they have proposed a compromise and I have reviewed the billing and compromise plan. The compromise billing results in a bill of \$167,398.09 versus a bill of about \$199,000 for September 2018 (see September 2018 Water Bill and Spreadsheet Comparison).

The October Bill shall have the same issue and an additional issue of the Hightower Meter being damaged by the Rufe Snow Drive construction project. For October 2018, the compromise results in a bill of \$92,212.50 versus a bill of about \$201,000 (see October 2018 Water Bill and Spreadsheet Comparison). In addition, the Watauga Water Tower was pull out of service from mid-October 2018 thru early January 2019 which has not happened since its introduction to the system.

Since these facilities (pump station and subtraction meters) are operated by NRH, they are offering up the proposal that errs in favor of the City of Watauga on average.

On December 17, 2018, the City Council authorized the City Manager to review water billing from North Richland Hills (HRH) when the water system is not operating properly and approve modified payments when the modified payment results in a lower bill to the City of Watauga. Since the approval, the City of Watauga has paid modified water bills to NRH for the contract months of:

1.	September	2018	-	paid	\$167,398.09	vs.	\$199,119.53	contract
2.	October	2018	-	paid	\$92,212.50	vs.	\$201,664.72	contract
3.	November	2018	-	paid	\$173,334.55	vs.	\$234,424.50	contract
4.	December 2018 - paid \$202,544.57 vs. \$241,642.01 contract							

In March 2018, we reviewed the January 2019 water bill. This bill results in a modified payment of \$230,162.39 versus a contract bill of \$193,978.53. This is the first bill that reflects a higher payment than if we followed the contract. The January 2019 comparison is \$230,162.39 billed versus \$193,978.53. However, over the five (5) month period, we were billed \$865,652.09 versus a contract bill of \$1,070,829.29. The result is a lower total bill by \$205,177.20.

FINANCIAL IMPLICATIONS:

Modified Water Billing Payments

RECOMMENDATION/ACTION DESIRED:

Authorize the City Manager to review water billing now and in the future from NRH and approve modified payments.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Five Month Contract vs Billing Dollars - NRH Water Billing
2. Sept 2018 Water Bill and Spreadsheet Comparison
3. Oct 2018 Water Bill and Spreadsheet Comparison
4. January 2019 Water Bill and Spreadsheet Comparison
5. November 2018 Water Bill and Spreadsheet Comparison
6. December 2018 Water Bill and Spreadsheet Comparison

REVIEWED BY:

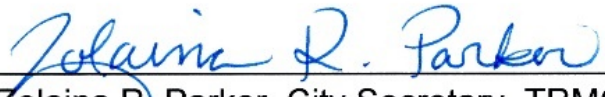
Sandra Gibson, CGFO, CGFM, Director of Finance
Andrea Gardner, City Manager
Zolaina Parker, City Secretary, TRMC
Approved as to form for inclusion on Agenda

Approved - 4/3/2019
Approved - 4/3/2019
Final Approval - 4/4/2019

NOTICE

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

I, Zolaina R. Parker, City Secretary for the City of Watauga, hereby certify that this agenda was posted on the bulletin boards at City Hall, 7105 Whitley Road, Watauga, Texas, on April 5, 2019, before 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code.


Zolaina R. Parker, City Secretary, TRMC



Five Month September 2018 to January 2019 Total

	Per Contract Dollars	Per Bill Dollars
September	\$ 199,119.53	\$ 167,398.09
October	\$ 201,664.72	\$ 92,212.50
November	\$ 234,424.50	\$ 173,334.55
December	\$ 241,642.01	\$ 202,544.57
January	\$ 193,978.53	\$ 230,162.39
Total Bill vs. Contractual Billing	\$ 1,070,829.29	\$ 865,652.09
Difference Bill vs. Contractual Billing	\$ (205,177.20)	

September 2018 Bill Comparison Actual Bill vs. Per Contract Billing

	Per Contract Sep-18 Gallons	Per Bill Sep-18 Gallons
Pump Station	34,503,400	34,503,400
West to East		
Starnes Meter	5,609,000	5,609,000
Hightower Meter	28,043,000	
Watauga Meter	5,687,000	5,687,000
FTW Rate	(4,835,600)	23,207,400
East to West		
Starnes Meter	36,184,000	8,141,000
Hightower Meter	6,175,000	6,175,000
Watauga Meter	3,683,000	3,583,000
TRA Rate	46,042,000	17,899,000
Total Water Used	41,206,400	41,106,400
FTW Fee	\$ (11,436.68)	\$ 54,887.82
FTW Rate of Use - Settle up for year	\$ 122,245.31	\$ 126,938.22
Service Fee	\$ 25.00	\$ 25.00
TRA Fee	\$ 149,659.52	\$ 58,180.70
TRA High Plane Settle Up (0.000167347)	\$ 37,414.40	\$ 32,704.75
FTW 2017 Raw Water Settle up	\$ (98,788.01)	\$ (105,338.41)
Total Bill vs. Contractual Billing	Per Contract \$ 199,119.53	Actual Bill \$ 167,398.09
City to Pay Lower of these (\$167,398.08)		Rounding
Red - Linear Calculation Interpolation		Penny in Calc.

City of North Richland Hills



Water Department
4301 City Point Dr
P. O. Box 820609
North Richland Hills, TX 76182-0609
(817) 427-6200
Fax (817) 427-6202

Statement No.

Mail To
Address

E-Mail

September 2018

City of Watauga

Attn: Finance Director

P. O. Box 48310

Watauga, TX 76148

dwoodard@cowtx.org

FT Worth Volume Charge @ \$2.3651 per tgal	\$54,887.82
Fort Worth Rate of Use Charge	\$126,938.22
Service Charge	\$25.00
Volume Charge @ High Plane Rate of \$3.2505 per tgal	\$58,180.70
High Plane Settle Up FY 2018	\$32,704.75
FY 2017 Raw Water Settle Up	-\$105,338.41
Total Amount Due	\$167,398.09

Fort Worth Consumption		
	% of Consumption	Gallons
Meter # 1 (Tracks)	29.419%	41,861,600
Meter # 2 (Western Center)	24.248%	34,503,400
18" Venturi (Stanley Keller)	46.333%	65,928,070
Total	100%	142,293,070

Watauga's Fort Worth Water Consumption	
Meter # 2 (Western Center)	34,503,400
Rufe Snow Subtraction Meters (West - East Flow)	
Starnes Road	(5,609,000)
Hightower Drive	(5,687,000)
Watauga Road	
Watauga's Water Consumption billable at FTW Rate	23,207,400

Watauga's High Plane Water Consumption	
Rufe Snow Subtraction Meters (East - West Flow)	
Starnes Road	8,141,000
Hightower Drive	6,175,000
Watauga Road	3,583,000
Watauga's Water Consumption billable at High Plane Rate	17,899,000
Watauga's Total Water Consumption	41,106,400

October 2018 Bill Comparison Actual Bill vs. Per Contract Billing

	Per Contract Oct-18 Gallons	Per Bill Oct-18 Gallons
Pump Station	45,035,000	45,035,000
West to East		3-yr ave
Starnes Meter	15,037,000	8,253,667
Hightower Meter		7,911,000
Watauga Meter	8,800,000	10,080,667
FTW Rate	21,198,000	18,789,667
East to West		3-yr ave
Starnes Meter	35,477,000	6,651,667
Hightower Meter		2,424,000
Watauga Meter	3,406,000	68,333
TRA Rate	38,883,000	9,144,000
Total Water Used	60,081,000	27,933,667
FTW Fee	\$ 52,100.44	\$ 46,181.24
FTW Rate of Use - Settle up for month only	\$ 16,644.96	\$ 14,753.90
Service Fee	\$ 25.00	\$ 25.00
TRA Fee	\$ 132,894.32	\$ 31,252.36
Total Bill vs. Contractual Billing City to Pay Lower of these (\$92,212.51) Red - Linear Calculation Interpolation	Per Contract \$ 201,664.72	Actual Bill \$ 92,212.50

City of North Richland Hills



Utility Customer Service
 4301 City Point Drive
 P. O. Box 820609
 North Richland Hills, TX 76182-0609
 (817) 427-6200
 Fax (817) 427-6202

Statement No.
 Mail To
 Address
 E-Mail

October 2018
 City of Watauga
 Attn: Finance Director
 P. O. Box 48310
 Watauga, TX 76148
 dwoodard@cowtx.org

FT Worth Volume Charge @ \$2.4578 tgal	\$46,181.24
Fort Worth Rate of Use Charge	\$14,753.90
Service Charge	\$25.00
Volume Charge @ High Plane Rate of \$3.4178 per tgal	\$31,252.36
Total Amount Due	\$92,212.50

Fort Worth Consumption		
	% of Consumption	Gallons
Meter # 1 (Tracks)	37.973%	60,472,400
Meter # 2 (Western Center)	28.279%	45,035,000
18" Venturi (Stanley Keller)	33.748%	53,744,630
Total	100%	159,252,030

Watauga's Fort Worth Water Consumption	
Meter # 2 (Western Center)	45,035,000
Rufe Snow Subtraction Meters (West - East Flow)	
Starnes Road	(8,253,667)
Hightower Drive	(7,911,000)
Watauga Road	(10,080,667)
Watauga's Water Consumption billable at FTW Rate	18,789,666

Watauga's High Plane Water Consumption	
Rufe Snow Subtraction Meters (East - West Flow)	
Starnes Road	6,651,667
Hightower Drive	2,424,000
Watauga Road	68,333
Watauga's Water Consumption billable at High Plane Rate	9,144,000
Watauga's Total Water Consumption	27,933,666

January 2019 Bill Comparison Actual Bill vs. Per Contract Billing

	Jan-16 Gallons	Jan-17 Gallons	Jan-18 Gallons	Per Contract Jan-19 Gallons	Per Bill Jan-19 Gallons
Pump Station	57,242,700	64,580,800	37,471,900	74,660,000	74,660,000
West to East					3-yr ave
Starnes Meter	19,000	10,262,000	1,728,000	12,733,000	4,003,000
Hightower Meter	2,592,000	3,683,000	16,368,000	-	7,547,667
Watauga Meter	572,000	11,852,000	6,722,000	11,822,000	6,382,000
FTW Rate	54,059,700	38,783,800	12,653,900	50,105,000	56,727,333
East to West					3-yr ave
Starnes Meter	1,107,000	14,006,000	19,861,000	9,384,000	11,658,000
Hightower Meter	2,224,000	1,441,000	2,040,000	-	1,901,667
Watauga Meter	17,000	780,000	689,000	304,000	495,333
TRA Rate	3,348,000	16,227,000	22,590,000	9,688,000	14,055,000
Total Water Used	57,407,700	55,010,800	35,243,900	59,793,000	70,782,333
FTW Fee				\$ 123,148.07	\$ 139,424.44
FTW Rate of Use - Settle up for month only				\$ 37,693.81	\$ 42,675.77
Service Fee				\$ 25.00	\$ 25.00
TRA Fee				\$ 33,111.65	\$ 48,037.18
Total Bill vs. Contractual Billing City to Pay Lower Red - Linear Calculation Interpolation				Per Contract	Actual Bill
				\$ 193,978.53	\$ 230,162.39

City of North Richland Hills



Utility Customer Service
4301 City Point Drive
P. O. Box 820609
North Richland Hills, TX 76182-0609
(817) 427-6200
Fax (817) 427-6202

Statement No.
Mail To
Address

E-Mail

January 2019
City of Watauga
Attn: Finance Director
P. O. Box 48310
Watauga, TX 76148
dwoodard@cowtx.org

FT Worth Volume Charge @ \$2. 4578 tgal	\$139,424.44
Fort Worth Rate of Use Charge	\$42,675.77
Service Charge	\$25.00
Volume Charge @ High Plane Rate of \$3.4178 per tgal	\$48,037.18
Total Amount Due	\$230,162.39

Fort Worth Consumption		
	% of Consumption	Gallons
Meter # 1 (Tracks)	25.309%	42,069,358
Meter # 2 (Western Center)	44.916%	74,660,000
18" Venturi (Stanley Keller)	29.774%	49,490,870
Total	100%	166,220,228

Watauga's Fort Worth Water Consumption	
Meter # 2 (Western Center)	74,660,000
Rufe Snow Subtraction Meters (West - East Flow)	
Starnes Road	(4,003,000)
Hightower Drive	(7,547,667)
Watauga Road	(6,382,000)
Watauga's Water Consumption billable at FTW Rate	56,727,333

Watauga's High Plane Water Consumption	
Rufe Snow Subtraction Meters (East - West Flow)	
Starnes Road	11,658,000
Hightower Drive	1,901,667
Watauga Road	495,333
Watauga's Water Consumption billable at High Plane Rate	14,055,000
Watauga's Total Water Consumption	70,782,333

November 2018 Bill Comparison Actual Bill vs. Per Contract Billing

	Nov-15 Gallons	Nov-16 Gallons	Nov-17 Gallons	Per Contract Nov-18 Gallons	Per Bill Nov-18 Gallons
Pump Station	53,394,300	79,788,800	63,737,000	66,086,000	66,086,000
West to East					3-yr ave
Starnes Meter	106,000	10,488,000	9,314,000	25,915,000	6,636,000
Hightower Meter	2,705,000	9,795,000	9,048,000	-	7,182,667
Watauga Meter	277,000	15,909,000	13,072,000	13,628	9,752,667
FTW Rate	50,306,300	43,596,800	32,303,000	40,157,372	42,514,666
East to West					3-yr ave
Starnes Meter	1,227,000	7,686,000	14,609,000	28,573,000	7,840,667
Hightower Meter	1,281,000	5,369,000	171,000	-	2,273,667
Watauga Meter	182,000	124,000	208,000	1,828,000	171,333
TRA Rate	2,690,000	13,179,000	14,988,000	30,401,000	10,285,667
Total Water Used	52,996,300	56,775,800	47,291,000	70,558,372	52,800,333
FTW Fee				\$ 98,698.79	\$ 104,492.55
FTW Rate of Use - Settle up for month only				\$ 31,796.17	\$ 33,662.65
Service Fee				\$ 25.00	\$ 25.00
TRA Fee				\$ 103,904.54	\$ 35,154.35
Total Bill vs. Contractual Billing City to Pay Lower Red - Linear Calculation Interpolation				Per Contract	Actual Bill
				\$ 234,424.50	\$ 173,334.55

City of North Richland Hills



Utility Customer Service
4301 City Point Drive
P. O. Box 820609
North Richland Hills, TX 76182-0609
(817) 427-6200
Fax (817) 427-6202

Statement No.

Mail To
Address

E-Mail

November 2018

City of Watauga

Attn: Finance Director

P. O. Box 48310

Watauga, TX 76148

dwoodard@cowtx.org

FT Worth Volume Charge @ \$2. 4578 tgal	\$104,492.55
Fort Worth Rate of Use Charge	\$33,662.65
Service Charge	\$25.00
Volume Charge @ High Plane Rate of \$3.4178 per tgal	\$35,154.35
Total Amount Due	\$173,334.55

Fort Worth Consumption		
	% of Consumption	Gallons
Meter # 1 (Tracks)	28.299%	44,692,000
Meter # 2 (Western Center)	41.845%	66,086,000
18" Venturi (Stanley Keller)	29.856%	47,151,510
Total	100%	157,929,510

Watauga's Fort Worth Water Consumption	
Meter # 2 (Western Center)	66,086,000
Rufe Snow Subtraction Meters (West - East Flow)	
Starnes Road	(6,636,000)
Hightower Drive	(7,182,667)
Watauga Road	(9,752,667)
Watauga's Water Consumption billable at FTW Rate	42,514,666

Watauga's High Plane Water Consumption	
Rufe Snow Subtraction Meters (East - West Flow)	
Starnes Road	7,840,667
Hightower Drive	2,273,667
Watauga Road	171,333
Watauga's Water Consumption billable at High Plane Rate	10,285,667
Watauga's Total Water Consumption	52,800,333

December 2018 Bill Comparison Actual Bill vs. Per Contract Billing

	Dec-15 Gallons	Dec-16 Gallons	Dec-17 Gallons	Per Contract Dec-18 Gallons	Per Bill Dec-18 Gallons
Pump Station	48,818,800	56,386,500	63,955,700	77,553,100	77,553,100
West to East					3-yr ave
Starnes Meter	33,000	10,221,000	8,112,000	32,343,000	6,122,000
Hightower Meter	7,751,000	7,666,000	17,611,000	-	11,009,333
Watauga Meter	153,000	10,611,000	11,953,000	16,101,000	7,572,333
FTW Rate	40,881,800	27,888,500	26,279,700	29,109,100	52,849,433
East to West					3-yr ave
Starnes Meter	970,000	10,933,000	14,766,000	40,782,000	8,889,667
Hightower Meter	2,034,000	1,505,000	907,000	-	1,482,000
Watauga Meter	5,000	949,000	465,000	3,248,000	473,000
TRA Rate	3,009,000	13,387,000	16,138,000	44,030,000	10,844,667
Total Water Used	43,890,800	41,275,500	42,417,700	73,139,100	63,694,100
FTW Fee				\$ 71,544.35	\$ 129,893.34
FTW Rate of Use - Settle up for month only				\$ 19,586.93	\$ 35,561.33
Service Fee				\$ 25.00	\$ 25.00
TRA Fee				\$ 150,485.73	\$ 37,064.90
Total Bill vs. Contractual Billing City to Pay Lower Red - Linear Calculation Interpolation				Per Contract	Actual Bill
				\$ 241,642.01	\$ 202,544.57

City of North Richland Hills



Utility Customer Service
4301 City Point Drive
P. O. Box 820609
North Richland Hills, TX 76182-0609
(817) 427-6200
Fax (817) 427-6202

Statement No.
Mail To
Address
E-Mail

December 2018
City of Watauga
Attn: Finance Director
P. O. Box 48310
Watauga, TX 76148
dwoodard@cowtx.org

FT Worth Volume Charge @ \$2. 4578 tgal	\$129,893.34
Fort Worth Rate of Use Charge	\$35,561.33
Service Charge	\$25.00
Volume Charge @ High Plane Rate of \$3.4178 per tgal	\$37,064.90
Total Amount Due	\$202,544.57

Fort Worth Consumption		
	% of Consumption	Gallons
Meter # 1 (Tracks)	27.082%	50,328,000
Meter # 2 (Western Center)	41.731%	77,553,100
18" Venturi (Stanley Keller)	31.187%	57,957,200
Total	100%	185,838,300

Watauga's Fort Worth Water Consumption	
Meter # 2 (Western Center)	77,553,100
Rufe Snow Subtraction Meters (West - East Flow)	
Starnes Road	(6,122,000)
Hightower Drive	(11,009,333)
Watauga Road	(7,572,333)
Watauga's Water Consumption billable at FTW Rate	52,849,434

Watauga's High Plane Water Consumption	
Rufe Snow Subtraction Meters (East - West Flow)	
Starnes Road	8,889,667
Hightower Drive	1,482,000
Watauga Road	473,000
Watauga's Water Consumption billable at High Plane Rate	10,844,667
Watauga's Total Water Consumption	63,694,101



AGENDA MEMORANDUM

DATE: April 1, 2019

TO: Honorable City Council Members

FROM: Council Member Scott Prescher - Place 1

SUBJECT: Public Hearing to address Complaint 2019-01, 2019-02 and 2019-03

BACKGROUND/INFORMATION:

On March 8, 2019, City Staff received a written request from Council Member Scott Prescher to include this matter on the April 8, 2019 Agenda, as a Public Hearing.

Additionally, staff received an email on March 29, 2019, asking for the attachment to be added as supporting documentation. The City Attorney advised via email on April 1, 2019, that Council Member Prescher could include any materials he wished.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

Respectfully recommend the Council allow for public input.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. 3-29-19 - Agenda Packet Response Letter
2. Permission via email from Lindsey Neal

REVIEWED BY:

Andrea Gardner, City Manager

Zolaina Parker, City Secretary, TRMC

Approved as to form for inclusion on Agenda

Approved - 4/3/2019

Final Approval - 4/3/2019



Scott Prescher – Watauga City Council, Place 1

7105 Whitley Road, Watauga, TX 76148
817-524-8424 (cell)
sprescher@wataugatx.org

March 29, 2019

Andrea Gardner
7105 Whitley Rd.
Watauga, TX 76148

re: Complaints No. 2019-01, 2019-02, and 2019-03

Dear Ms. Gardner,

Please include this letter with the agenda packet for the April 8, 2019 City Council Meeting regarding David Griffin's ethics complaints against myself (Complaints No. 2019-01, 2019-02, and 2019-03). This letter is in response to David Griffin's ethics complaints against me and the multiple affidavits filed by Kim Foster and Council Member Sandra Bush. I am asking that this letter be included in the agenda packet in order to clearly state to the public that the information contained within the affidavits filed by Ms. Foster and Ms. Bush are largely based on falsehoods, misstatements, irrational paranoia, and one text message taken completely out of context. The allegation that I am trying to keep people from running for city council is completely and totally false and without merit. The allegations made by Kim Foster against Lindsey Neal and Neal Cooper are paranoid exaggerations and contain false and completely fabricated information.

The complaints made by David Griffin, and the associated affidavits, are nothing more than a month's long coordinated political smear campaign conducted and coordinated by Mr. Griffin himself in an effort to win the May 4, 2019 mayoral race against Mr. Art Miner. Between January 1, 2019 and February 28, 2019, this political scheme has cost this city over \$5,000.00 in legal fees. David Griffin, Kim Foster, and Sandra Bush should be completely ashamed of themselves for spreading rumors, falsehoods, and participating in character assassination and for wasting this city's time and tax payer dollars.

The citizens and the City Council Members will all hear my response to these absurd and baseless allegations in person at the April 8, 2019 City Council Meeting.

Sincerely,

A handwritten signature in black ink that reads 'Scott Prescher' in a cursive script.

Scott Prescher
Watauga City Council, Place 1

From: [Andrea Gardner](#)
To: [Zolaina Parker](#)
Subject: FW: My permission
Date: Tuesday, April 2, 2019 2:19:07 PM

-----Original Message-----

From: LIB 1 <LIB1@wataugatx.org>
Sent: Tuesday, April 2, 2019 2:10 PM
To: Andrea Gardner <AGardner@wataugatx.org>
Cc: Council Member Scott Prescher <SPrescher@wataugatx.org>
Subject: My permission

Andrea

I have read the paper that includes my name that Scott would like to read on the April 8 meeting. I am ok with him doing so. I don't wish for anything to be changed. If you have any other questions please ask.

Lindsey Neal

Sent from my iPhone

This email was scanned by Bitdefender



AGENDA MEMORANDUM

DATE: March 27, 2019

TO: Honorable City Council Members

FROM: Andrea Gardner, City Manager

SUBJECT: Consideration and action to ratify the motion and vote on authorizing City staff to conduct an applicant search for purposes of filling the vacancy of City Secretary and authorizing City staff to contract with a qualified firm for interim City Secretary services until such time as the position of City Secretary is filled

BACKGROUND/INFORMATION:

On March 22, 2019, Zolaina Parker submitted her letter of resignation to the City Council. On the same date, the Mayor and a Council Member requested a Special Meeting be called so the Council could provide direction to City staff regarding the recruitment of a replacement for Zolaina Parker. As part of the discussion during the March 26, 2019 Special Meeting, Council directed staff to seek and Interim City Secretary to fulfill the duties of City Secretary until such time as a replacement is hired.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

City staff respectfully requests the City Council ratify the motion of vote from the March 26, 2019 Special Meeting of the City Council.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Marcia Reyna, Human Resources and Civil Service Director	Approved - 4/3/2019
Andrea Gardner, City Manager	Approved - 4/3/2019
Zolaina Parker, City Secretary, TRMC	Final Approval - 4/3/2019
<i>Approved as to form for inclusion on Agenda</i>	



AGENDA MEMORANDUM

DATE: March 27, 2019

TO: Honorable City Council Members

FROM: Andrea Gardner, City Manager

SUBJECT: Consideration and action to authorize City staff to contract with Texas First Group for Interim City Secretary services/duties until such time as the position of City Secretary is filled

BACKGROUND/INFORMATION:

On March 22, 2019, Zolaina Parker submitted her letter of resignation to the City Council. On the same date, the Mayor and a Council Member requested a Special Meeting be called so the Council could provide direction to City staff regarding the recruitment of a replacement for Zolaina Parker. As part of the discussion during the March 26, 2019 Special Meeting, Council directed staff to seek and Interim City Secretary to fulfill the duties of City Secretary until such time as a replacement is hired.

The City Attorney stated during the meeting that an Interim appointment of City Secretary didn't require approval of the Council. In an effort to ensure transparency, City staff requests the Council ratify the action taken on March 26, 2019 that authorizes staff to contract with a firm for Interim City Secretary services.

FINANCIAL IMPLICATIONS:

To be determined

RECOMMENDATION/ACTION DESIRED:

City staff respectfully request the City Council approve an Interim City Secretary as provided by Texas First Group.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Marcia Reyna, Human Resources and Civil Service Director	Approved - 4/3/2019
Andrea Gardner, City Manager	Approved - 4/3/2019
Zolaina Parker, City Secretary, TRMC	Final Approval - 4/3/2019
<i>Approved as to form for inclusion on Agenda</i>	



AGENDA MEMORANDUM



AGENDA MEMORANDUM

DATE: March 27, 2019

TO: Honorable City Council Members

FROM: Marcia Reyna, Human Resources and Civil Service Director

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consideration and action to approve the appointment of Terri Johnson as Interim City Secretary

BACKGROUND/INFORMATION:

On March 22, 2019, City Secretary Zolaina Parker submitted her letter of resignation to the City Council. On the same date, the Mayor Pro Tem and a Council Member requested a Special Meeting be called so the Council could provide direction to City staff regarding the recruitment of a replacement for Zolaina Parker. As part of the discussion during the March 26, 2019 Special Meeting, Council directed staff to seek an Interim City Secretary to fulfill the duties of City Secretary until such time as a replacement is hired.

The City Attorney stated during the meeting that an Interim appointment of City Secretary didn't require approval of the Council. In an effort to ensure transparency, City staff requests that Council approval the appointment of Terri Johnson as Interim City Secretary.

Ms. Johnson has over 40 years of experience in municipal government with the majority serving as City Secretary. She has held the certifications of Texas Registered Municipal Clerk and Certified Public Manager. At the pleasure of the Council, Ms. Johnson will serve as Interim City Secretary until a replacement is hired.

FINANCIAL IMPLICATIONS:

Cost of contracting for an Interim City Secretary will depend on the length of time the assignment lasts. Funds will be taken from 01-010-40010.

RECOMMENDATION/ACTION DESIRED:

It is respectfully requested that the City Council approve the appointment of Terri Johnson as Interim City Secretary.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None



AGENDA MEMORANDUM

REVIEWED BY:

Andrea Gardner, City Manager

Zolaina Parker, City Secretary, TRMC

Approved as to form for inclusion on Agenda

Approved - 3/29/2019

Final Approval - 4/1/2019



AGENDA MEMORANDUM

DATE: March 27, 2019

TO: Honorable City Council Members

FROM: Paul Hackleman, P.E., CFM, Director of Public Works

THROUGH: Andrea Gardner, City Manager
City Manager

SUBJECT: Discussion and approval on the Community Development Block Grant (CDGB) 44th Year Dunson Drive and Dunson Court Wastewater System Improvements - Construction Bid Acceptance in the amount of \$196,189.74

BACKGROUND/INFORMATION:

In June of 2014, the Department of Housing and Urban Development (HUD) released new eligible areas for area wide benefit using CDBG Funds. The City of Watauga currently has one Census Tract eligible for area wide benefits. The remaining area is shown on the attached map (CDBG Census Track Map), but is generally south of Watauga Rd from Denton Highway to Maurie Drive.

For the 44th Year of the Program, the following project was selected: Dunson Drive and Dunson Court Wastewater System Improvements Project along the streets of:

1. Dunson Drive (Saramac Drive to Rosalyn Drive)
2. Dunson Court

The project consists of new wastewater main on Dunson Drive (see Project Map). It will replace in total approximately 842 linear feet of existing 6-inch and 8-inch diameter wastewater mains with new 8-inch diameter PVC wastewater mains, 5 wastewater manholes and 18 each of 4-inch diameter wastewater services and cleanouts. It will also include approximately 1,158 linear feet of asphalt pavement replacement over the new sewer lines.

In May of 2018, Mayor Shelborne signed the Tarrant County Engineer Firm Selection form. Burgess Niple, Inc. was selected for the engineering design. On date February 27, 2019, Tarrant County opened the eight (8) bids for construction and Reytech Services, LLC was the lowest qualified bidder.



AGENDA MEMORANDUM

Grant Funding for the 44th Year CDBG Program is \$155,000. The construction project has a cost of \$196,189.74 leaving a City obligation of \$41,189.74 including any project overruns.

If the City Council accepts the bid from Reytech Services, LLC, Tarrant County shall hold a Commissioner's Court Meeting to award the project. It may take six (6) weeks or more before work would proceed on the project. The Construction contract allows ninety (90) days to complete the work.

Tarrant County specifically requested the following motion: "I move to accept the bid from Reytech Services, LLC for construction of the Dunson Drive and Dunson Court Wastewater System Improvements project in the amount of \$196,189.74. Watauga's pledge above and beyond Tarrant County's grant is \$41,189.74."

FINANCIAL IMPLICATIONS:

Construction Cost: \$196,189.74

CDBG 44th Grant Funding: \$155,000.00

City of Watauga Funds: \$41,189.74 (Funding from 2018-19 Budget)

RECOMMENDATION/ACTION DESIRED:

I move to accept the bid from Reytech Services, LLC for construction of the Dunson Drive Wastewater System Improvements project in the amount of \$196,189.74. Watauga's pledge above and beyond Tarrant County's grant is \$41,189.74.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Location Map - Dunson WW - CDBG 44th
2. PP - Accept Construction Bid - CDBG 44th Year - Dunson Sanitary Sewer Mains
3. Engineers Recommendation Letter - Construction Award - Dunson Wastewater CDBG 44th
4. Bid Tabulation - Construction - Dunson Wastewater CDBG 44th
5. CDBG Census Tract Map - Watauga - CDBG 44th Year
6. Agenda Memo - 44th CDBG - Engineering Contract - Dunson Wastewater - Burgess Niple
7. Public Hearing Notice CDBG 04232018
8. Agenda Memo - 44th CDBG - Public Hearing - Dunson Wastewater - Burgess Niple
9. Archive - Minutes - Council - 4_23_2018
10. Allocation Email - \$155,000 - Tarrant County - 44th CDBG



AGENDA MEMORANDUM

REVIEWED BY:

Sandra Gibson, CGFO, CGFM, Director of Finance

Andrea Gardner, City Manager

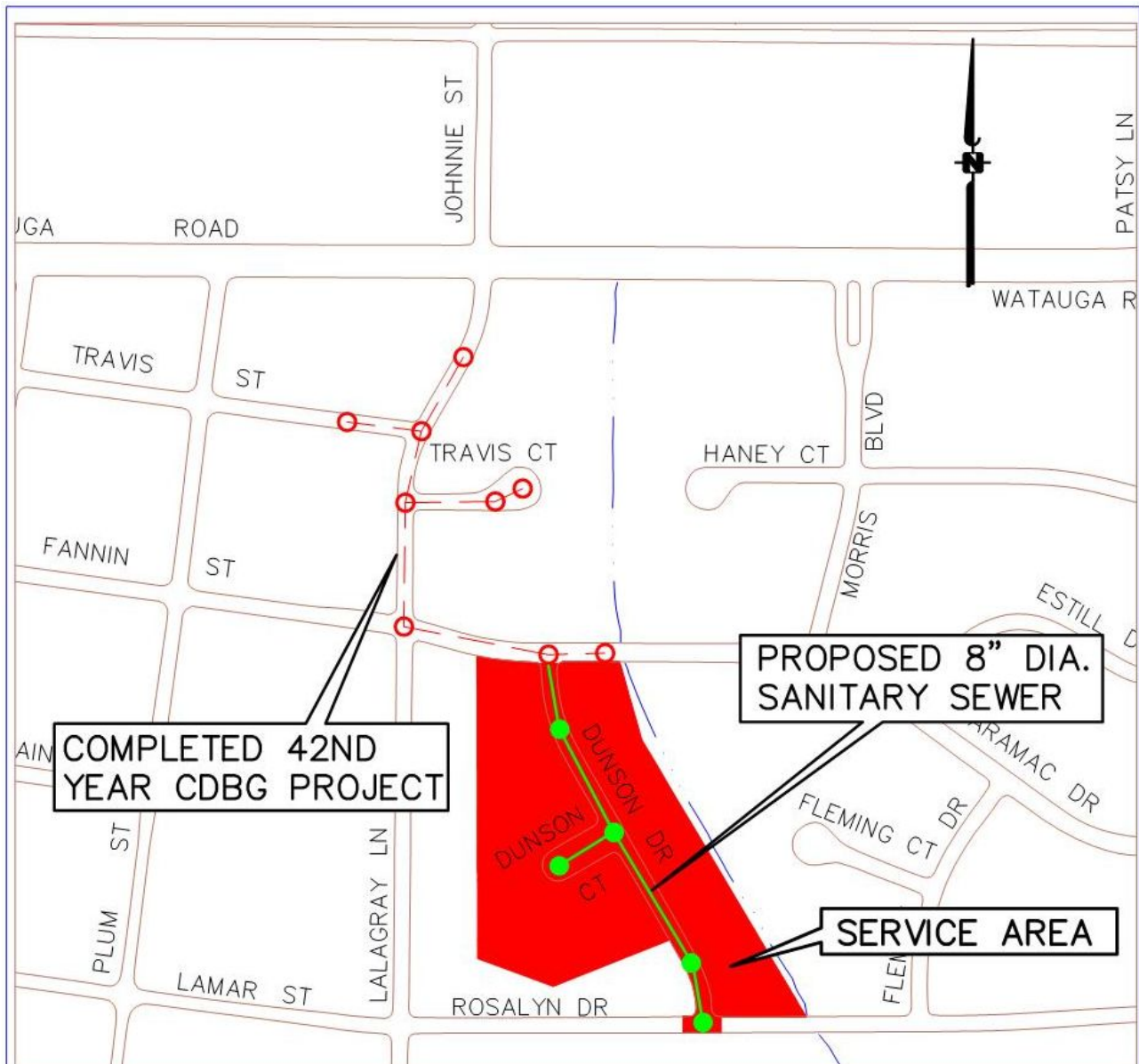
Zolaina Parker, City Secretary, TRMC

Approved as to form for inclusion on Agenda

Approved - 4/3/2019

Approved - 4/3/2019

Final Approval - 4/4/2019



44th YEAR CDBG PROGRAM

PROJECT MAP

NOT TO SCALE

BLOCK GROUP 1138.10/03

LEGEND



SF RESIDENTIAL



42ND YEAR PROJECT



PROPOSED PROJECT

BURGESS & NIPLE
Engineers ■ Planners



City Council Meeting
May 13, 2019



**Accept Bid from Raytech Services –
Tarrant County's Community
Development Block Grant
44th Year – Program Year 2018**

Every other year, the City of Watauga is able to participate in the Community Development Block Grant (CDBG) Program with Tarrant County.

Funds from the CDBG Program may be utilized in the following ways:

- 1. Public Facilities and Improvements (ie. Construction, rehabilitation, etc.)**
- 2. Rehabilitation (ie. Single family owner occupied residential)**

During the Public Hearing held on April 23, 2018, the citizen's of Watauga were encouraged to speak about the CDBG-Eligible needs of the community. If the need is outside the Census Tract Area, an income survey would be conducted to ensure the location would be eligible for CDBG Funding.

CDBG Census Tract Map



Tarrant County Community Development
44th Year CDBG
Dunson Drive Wastewater Improvements
Showing Grant Eligible Area



PROJECT LOCATION



1138.10 / 03

CDBG Eligible
Census Tract No.

Mapsco Map No. 36, Grid 'Z' Mapsco Map No. 37, Grid 'W'

To participate in the CDBG Program, the City has to:

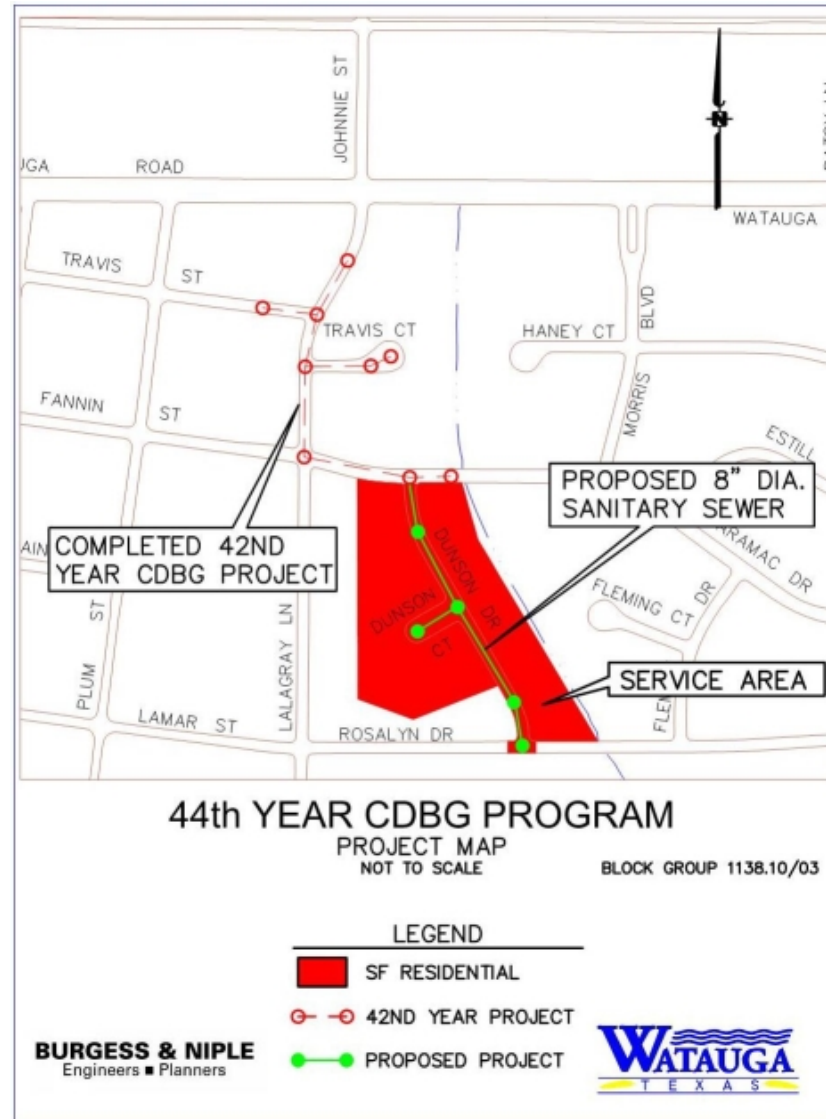
- 1. Select a project and submit it's application by January 31, 2018.**
- 2. Conduct a Public Hearing on the project and provide certified meeting minutes to the CDBG Project Administrator – April 23, 2018**
- 3. Have an Engineer design the project – completed**
- 4. Accept the bid that Tarrant County selects and fund the shortfall**

The 2012 Sanitary Sewer Evaluation Survey (SSES) identified Sanitary Sewer Mains in need of replacement within the CDBG Census Tract Low to Moderate Income Area.

For the 44th Year of the Program, the following project was submitted for consideration in our January 31, 2018 Application: Sanitary Sewer System Improvements in Dunson Drive and Dunson Court from Saramac Drive to Rosalyn Drive.

The project will begin at the downstream end of the 42nd Year CDBG project. The project consists of new wastewater main on Dunson Drive. It will replace in total approximately 842 linear feet of existing 6-inch and 8-inch diameter wastewater mains with new 8-inch diameter PVC wastewater mains, 5 wastewater manholes and 18 each of 4-inch diameter wastewater services and cleanouts. It will also include approximately 1,158 linear feet of asphalt pavement replacement over the new sewer lines.

Proposed Wastewater Project Location



The Wastewater Project Construction Cost:

Construction	\$196,189.74
---------------------	---------------------

The estimated funding options are:

CDBG 44th Year Grant	\$155,000.00
City Obligation	\$41,189.74
Total Project Funding	\$196,189.74

If the City Council accepts the bid from Reytech Services, LLC, Tarrant County shall hold a Commissioner's Court Meeting to award the project. It may take six (6) weeks or more before work would proceed on the project. The Construction contract allows ninety (90) days to complete the work.

Questions ???



Tarrant County respectfully requested the following motion:

“I move to accept the bid from Reytech Services, LLC for construction of the Dunson Drive and Dunson Court Wastewater System Improvements project in the amount of \$196,189.74. Watauga’s pledge above and beyond Tarrant County’s grant is \$41,189.74.”

BURGESS & NIPLE

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

March 1, 2019

Mr. Paul Hackleman, PE
Director of Public Works
City of Watauga
7800 Virgil Anthony Sr. Blvd.
Watauga, Texas 76148

Re: **TARRANT COUNTY 44th YEAR CDBG PROJECT (WATAUGA)
DUNSON DRIVE AND DUNSON COURT
WASTEWATER SYSTEM IMPROVEMENTS
RECOMMENDATION OF CONTRACT AWARD**

Dear Mr. Hackleman:

In accordance with the contract documents, we received eight (8) proposals for the construction of the referenced project at 11:00 A.M., Wednesday, February 27, 2019, at the Tarrant County CDBG offices. For your reference, I have enclosed a tabulation of the bids received at that time.

Utilizing Tarrant County CDBG grant funding, this project, administered by Tarrant County, replaces defective sanitary sewer lines within Dunson Drive and Dunson Court. Approximately 929 L.F. of existing 8" and 6" SS line are replaced with new 8" and 6" diameter PVC sanitary sewer line, six (6) sanitary sewer manholes are replaced and all of the associated 4" diameter sewer services are replaced.

I set the number of construction days to be 90 calendar days in the bid proposal. The eight bids received are as follows:

Contractor	Amount Bid
Reytech Services, LLC	\$ 196,189.74
Tejas Commercial Construction, LLC	\$ 227,134.65
FM Utilities, LLC	\$ 227,332.19
Bristow Contracting, LLC	\$ 248,238.00
Atkins Brothers Equipment Company, Inc.	\$ 309,261.00
Excel 4 Construction, LLC	\$ 311,775.00
R & D Burns Brothers, Inc.	\$ 333,999.50
Canary Construction, Inc.	\$ 353,499.00

Reytech Services, LLC of Grand Prairie, Texas, submitted the lowest responsive proposal for construction of the project. Reytech Services performed the 42nd Year project for us and is currently constructing the Starnes Road 16" Water Line project. In my opinion, Reytech Services, LLC is qualified to perform this contract and I recommend that the Tarrant County Commissioners Court award a construction contract to **Reytech Services, LLC** in the amount of **\$196,189.74**.

Based upon the bid received and the CDBG application packet, the Project funding is as follows:

Construction costs	\$196,189.74
CDBG Funds Available	\$155,000.00
City of Watauga Funds Required.....	<u>\$41,189.74</u>

I request that the Watauga City Council take the necessary action to concur with my recommendation to have Tarrant County award the construction contract to **Reytech Services, LLC**. The recommended wording for the motion for this resolution is as follows: "I move to accept the bid from Reytech Services, LLC for construction of the Dunson Drive and Dunson Court Wastewater System Improvements project in the amount of \$196,189.74. Watauga's pledge above and beyond Tarrant County's grant is \$41,189.74."

After City Council action, please provide Brad Hearne, CDBG Program Coordinator for Tarrant County, with a draft copy of the Council minutes and a letter from the City Secretary stating that the minutes are correct.

Please call if we may provide additional assistance or information in this regard.

BURGESS & NIPLE, INC.



William D. Wendland, P.E.

Associate

Director, Fort Worth Public Sector

Enclosure

cc w/ enclosure: Mr. Brad Hearne, Tarrant County



**Tarrant County Community Development
Project B-18-UC-48-0001-62-50**

Bid Opening: February 27, 2019
11:00am

Dunson Drive And Dunson Court - Wastewater System Improvements - CDBG 44th Year

Project Item Information				Engineer's Estimate		Low Bidder - Reytech Services, LLC			Bidder #2 - Tejas Commercial Construction, LLC		
Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value	Ratio to Engineer	Unit Price	Bid Value	Ratio to Engineer	Unit Price	Bid Value
1	Prepare and Restore ROW	LS	1	\$ 25,000.00	\$ 25,000.00	1.16	\$ 29,085.08	\$ 29,085.08	0.20	\$ 5,000.00	\$ 5,000.00
2	Remove Existing 6"/8" Dia. Sanitary Sewer Line	LF	230	\$ 4.00	\$ 920.00	2.55	\$ 10.18	\$ 2,341.40	5.50	\$ 22.00	\$ 5,060.00
3	Remove Existing Sanitary Sewer Manhole	EA	2	\$ 1,000.00	\$ 2,000.00	0.65	\$ 651.33	\$ 1,302.66	0.80	\$ 800.00	\$ 1,600.00
4	Remove Existing Sanitary Sewer Cleanout	EA	1	\$ 500.00	\$ 500.00	0.47	\$ 234.08	\$ 234.08	0.20	\$ 100.00	\$ 100.00
5	Remove and Replace Existing Concrete Pavement (Incl. Services)	LF	96	\$ 100.00	\$ 9,600.00	0.37	\$ 37.20	\$ 3,571.20	0.85	\$ 85.00	\$ 8,160.00
6	Remove and Replace Existing Asphalt Pavement Replacement (Incl. Services)	LF	1192	\$ 35.00	\$ 41,720.00	0.84	\$ 29.53	\$ 35,199.76	1.11	\$ 39.00	\$ 46,488.00
7	Remove and Replace Existing Concrete Driveways	SF	100	\$ 8.00	\$ 800.00	0.98	\$ 7.83	\$ 783.00	1.50	\$ 12.00	\$ 1,200.00
8	Remove and Replace Existing Concrete Sidewalk	SF	400	\$ 7.00	\$ 2,800.00	0.89	\$ 6.20	\$ 2,480.00	1.14	\$ 8.00	\$ 3,200.00
9	Remove and Replace Existing 6" Mono Curb	LF	5	\$ 10.00	\$ 50.00	1.16	\$ 11.62	\$ 58.10 *	2.50	\$ 25.00	\$ 12.00 *
10	Remove and Replace Existing 6" Curb and 18" Gutter	LF	90	\$ 20.00	\$ 1,800.00	1.00	\$ 19.95	\$ 1,795.50	1.75	\$ 35.00	\$ 3,150.00
11	8" Dia. (SDR-26) PVC Sanitary Sewer, Incl. Exc., Emb. & Bkfl.	LF	909	\$ 40.00	\$ 36,360.00	0.89	\$ 35.46	\$ 32,233.14	1.35	\$ 54.00	\$ 49,086.00
12	6" Dia. (SDR-26) PVC Sanitary Sewer, Incl. Exc., Emb. & Bkfl.	LF	20	\$ 40.00	\$ 800.00	0.67	\$ 26.69	\$ 533.80	1.25	\$ 50.00	\$ 1,000.00
13	Sanitary Sewer Service, Including Tee, Transfer and Double Cleanout	EA	18	\$ 750.00	\$ 13,500.00	0.62	\$ 463.68	\$ 8,346.24	0.73	\$ 550.00	\$ 9,900.00
14	4" Dia. PVC Sanitary Sewer Service Line, Incl. Exc., Emb. & Bkfl.	LF	515	\$ 20.00	\$ 10,300.00	1.22	\$ 24.33	\$ 12,529.95	2.00	\$ 40.00	\$ 20,600.00
15	4' Dia. Sanitary Sewer Manhole	EA	6	\$ 4,000.00	\$ 24,000.00	0.88	\$ 3,537.36	\$ 21,224.16	0.88	\$ 3,500.00	\$ 21,000.00
16	Extra Depth for Sanitary Sewer Manhole	VLF	12	\$ 300.00	\$ 3,600.00	1.06	\$ 316.57	\$ 3,798.84	0.55	\$ 165.00	\$ 1,980.00
17	Connect to Existing Sanitary Sewer Line (8" and 6" Dia.)	EA	4	\$ 1,500.00	\$ 6,000.00	0.84	\$ 1,262.84	\$ 5,051.36	1.23	\$ 1,850.00	\$ 7,400.00
18	Cut and Plug Existing Sanitary Sewer Line (All sizes)	EA	13	\$ 750.00	\$ 9,750.00	0.32	\$ 238.98	\$ 3,106.74	1.13	\$ 850.00	\$ 11,050.00
19	Trench Safety	LF	929	\$ 3.00	\$ 2,787.00	0.42	\$ 1.26	\$ 1,170.54	0.67	\$ 2.00	\$ 1,858.00
20	Remove and Replace Existing 21" RCP Storm Drain	LF	10	\$ 100.00	\$ 1,000.00	1.25	\$ 124.87	\$ 1,248.70	1.25	\$ 125.00	\$ 1,250.00
21	Solid Sodding with Bermuda Grass or St. Augustine Grass	SY	198	\$ 8.00	\$ 1,584.00	0.76	\$ 6.11	\$ 1,209.78	1.00	\$ 8.00	\$ 1,584.00
22	Pre CCTV Inspection	LF	929	\$ 2.00	\$ 1,858.00	2.62	\$ 5.23	\$ 4,858.67	1.00	\$ 2.00	\$ 1,858.00
23	Post CCTV Inspection	LF	929	\$ 2.50	\$ 2,322.50	1.06	\$ 2.65	\$ 2,461.85	0.74	\$ 1.85	\$ 1,718.65
24	Manhole Vacuum Testing	EA	6	\$ 150.00	\$ 900.00	0.91	\$ 136.55	\$ 819.30	1.53	\$ 230.00	\$ 1,380.00
25	Erosion Control Plan and Implementation	LS	1	\$ 4,500.00	\$ 4,500.00	0.17	\$ 745.89	\$ 745.89	0.33	\$ 1,500.00	\$ 1,500.00
26	Miscellaneous Allowance	LS	1	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00
Bid Total				\$ 224,451.50		0.87		\$ 196,189.74	1.01		\$ 227,134.65
The work is to be completed within 90 calendar days						* BID VALUE ADJUSTED			* BID VALUE ADJUSTED		



**Tarrant County Community Development
Project B-18-UC-48-0001-62-50**

Bid Opening: February 27, 2019
11:00am

Dunson Drive And Dunson Court - Wastewater System Improvements - CDBG 44th Year

Project Item Information				Engineer's Estimate		Bidder #3 - FM Utilities, LLC			Bidder #4 - Bristow Contracting, LLC		
Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value	Ratio to Engineer	Unit Price	Bid Value	Ratio to Engineer	Unit Price	Bid Value
1	Prepare and Restore ROW	LS	1	\$ 25,000.00	\$ 25,000.00	0.51	\$ 12,828.23	\$ 12,828.23	0.22	\$ 5,500.00	\$ 5,500.00
2	Remove Existing 6"/8" Dia. Sanitary Sewer Line	LF	230	\$ 4.00	\$ 920.00	5.00	\$ 20.00	\$ 4,600.00	3.50	\$ 14.00	\$ 3,220.00
3	Remove Existing Sanitary Sewer Manhole	EA	2	\$ 1,000.00	\$ 2,000.00	1.80	\$ 1,800.00	\$ 3,600.00	0.40	\$ 400.00	\$ 800.00
4	Remove Existing Sanitary Sewer Cleanout	EA	1	\$ 500.00	\$ 500.00	0.60	\$ 300.00	\$ 300.00	0.60	\$ 300.00	\$ 300.00
5	Remove and Replace Existing Concrete Pavement (Incl. Services)	LF	96	\$ 100.00	\$ 9,600.00	0.84	\$ 83.77	\$ 8,041.92	0.65	\$ 65.00	\$ 6,240.00
6	Remove and Replace Existing Asphalt Pavement Replacement (Incl. Services)	LF	1192	\$ 35.00	\$ 41,720.00	0.90	\$ 31.43	\$ 37,464.56	1.86	\$ 65.00	\$ 77,480.00
7	Remove and Replace Existing Concrete Driveways	SF	100	\$ 8.00	\$ 800.00	1.88	\$ 15.00	\$ 1,500.00	2.25	\$ 18.00	\$ 1,800.00
8	Remove and Replace Existing Concrete Sidewalk	SF	400	\$ 7.00	\$ 2,800.00	1.14	\$ 8.00	\$ 3,200.00	2.14	\$ 15.00	\$ 6,000.00
9	Remove and Replace Existing 6" Mono Curb	LF	5	\$ 10.00	\$ 50.00	4.00	\$ 40.00	\$ 200.00	7.50	\$ 75.00	\$ 375.00
10	Remove and Replace Existing 6" Curb and 18" Gutter	LF	90	\$ 20.00	\$ 1,800.00	2.00	\$ 40.00	\$ 3,600.00	3.75	\$ 75.00	\$ 6,750.00
11	8" Dia. (SDR-26) PVC Sanitary Sewer, Incl. Exc., Emb. & Bkfl.	LF	909	\$ 40.00	\$ 36,360.00	1.13	\$ 45.00	\$ 40,905.00	0.88	\$ 35.00	\$ 31,815.00
12	6" Dia. (SDR-26) PVC Sanitary Sewer, Incl. Exc., Emb. & Bkfl.	LF	20	\$ 40.00	\$ 800.00	1.88	\$ 75.00	\$ 1,500.00	0.85	\$ 34.00	\$ 680.00
13	Sanitary Sewer Service, Including Tee, Transfer and Double Cleanout	EA	18	\$ 750.00	\$ 13,500.00	0.93	\$ 700.00	\$ 12,600.00	0.87	\$ 650.00	\$ 11,700.00
14	4" Dia. PVC Sanitary Sewer Service Line, Incl. Exc., Emb. & Bkfl.	LF	515	\$ 20.00	\$ 10,300.00	2.10	\$ 42.00	\$ 21,630.00	1.40	\$ 28.00	\$ 14,420.00
15	4' Dia. Sanitary Sewer Manhole	EA	6	\$ 4,000.00	\$ 24,000.00	0.88	\$ 3,500.00	\$ 21,000.00	1.15	\$ 4,600.00	\$ 27,600.00
16	Extra Depth for Sanitary Sewer Manhole	VLF	12	\$ 300.00	\$ 3,600.00	1.33	\$ 400.00	\$ 4,800.00	1.50	\$ 450.00	\$ 5,400.00
17	Connect to Existing Sanitary Sewer Line (8" and 6" Dia.)	EA	4	\$ 1,500.00	\$ 6,000.00	1.00	\$ 1,500.00	\$ 6,000.00	0.73	\$ 1,100.00	\$ 4,400.00
18	Cut and Plug Existing Sanitary Sewer Line (All sizes)	EA	13	\$ 750.00	\$ 9,750.00	0.53	\$ 400.00	\$ 5,200.00	0.67	\$ 500.00	\$ 6,500.00
19	Trench Safety	LF	929	\$ 3.00	\$ 2,787.00	0.67	\$ 2.00	\$ 1,858.00	0.33	\$ 1.00	\$ 929.00
20	Remove and Replace Existing 21" RCP Storm Drain	LF	10	\$ 100.00	\$ 1,000.00	1.20	\$ 120.00	\$ 1,200.00	2.25	\$ 225.00	\$ 2,250.00
21	Solid Sodding with Bermuda Grass or St. Augustine Grass	SY	198	\$ 8.00	\$ 1,584.00	1.35	\$ 10.76	\$ 2,130.48	1.50	\$ 12.00	\$ 2,376.00
22	Pre CCTV Inspection	LF	929	\$ 2.00	\$ 1,858.00	1.50	\$ 3.00	\$ 2,787.00	2.00	\$ 4.00	\$ 3,716.00
23	Post CCTV Inspection	LF	929	\$ 2.50	\$ 2,322.50	1.20	\$ 3.00	\$ 2,787.00	1.20	\$ 3.00	\$ 2,787.00
24	Manhole Vacuum Testing	EA	6	\$ 150.00	\$ 900.00	2.33	\$ 350.00	\$ 2,100.00	3.00	\$ 450.00	\$ 2,700.00
25	Erosion Control Plan and Implementation	LS	1	\$ 4,500.00	\$ 4,500.00	1.22	\$ 5,500.00	\$ 5,500.00	0.56	\$ 2,500.00	\$ 2,500.00
26	Miscellaneous Allowance	LS	1	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00
Bid Total				\$ 224,451.50		1.01	\$ 227,332.19 *		1.11		
The work is to be completed within 90 calendar days							* INVALID - BID WAS NOT SIGNED				



**Tarrant County Community Development
Project B-18-UC-48-0001-62-50**

Bid Opening: February 27, 2019
11:00am

Dunson Drive And Dunson Court - Wastewater System Improvements - CDBG 44th Year

Project Item Information				Engineer's Estimate		Bidder #5 - Atkins Brothers Equipment Company, Inc.			Bidder #6 - Excel 4 Construction, LLC		
Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value	Ratio to Engineer	Unit Price	Bid Value	Ratio to Engineer	Unit Price	Bid Value
1	Prepare and Restore ROW	LS	1	\$ 25,000.00	\$ 25,000.00	0.04	\$ 1,000.00	\$ 1,000.00	0.38	\$ 9,500.00	\$ 9,500.00
2	Remove Existing 6"/8" Dia. Sanitary Sewer Line	LF	230	\$ 4.00	\$ 920.00	5.00	\$ 20.00	\$ 4,600.00	3.75	\$ 15.00	\$ 3,450.00
3	Remove Existing Sanitary Sewer Manhole	EA	2	\$ 1,000.00	\$ 2,000.00	1.00	\$ 1,000.00	\$ 2,000.00	0.35	\$ 350.00	\$ 700.00
4	Remove Existing Sanitary Sewer Cleanout	EA	1	\$ 500.00	\$ 500.00	0.20	\$ 100.00	\$ 100.00	0.25	\$ 125.00	\$ 125.00
5	Remove and Replace Existing Concrete Pavement (Incl. Services)	LF	96	\$ 100.00	\$ 9,600.00	0.50	\$ 50.00	\$ 4,800.00	1.00	\$ 100.00	\$ 9,600.00
6	Remove and Replace Existing Asphalt Pavement Replacement (Incl. Services)	LF	1192	\$ 35.00	\$ 41,720.00	1.86	\$ 65.00	\$ 77,480.00	2.34	\$ 82.00	\$ 97,744.00
7	Remove and Replace Existing Concrete Driveways	SF	100	\$ 8.00	\$ 800.00	1.25	\$ 10.00	\$ 1,000.00	1.25	\$ 10.00	\$ 1,000.00
8	Remove and Replace Existing Concrete Sidewalk	SF	400	\$ 7.00	\$ 2,800.00	1.43	\$ 10.00	\$ 4,000.00	1.00	\$ 7.00	\$ 2,800.00
9	Remove and Replace Existing 6" Mono Curb	LF	5	\$ 10.00	\$ 50.00	4.00	\$ 40.00	\$ 200.00	3.50	\$ 35.00	\$ 175.00
10	Remove and Replace Existing 6" Curb and 18" Gutter	LF	90	\$ 20.00	\$ 1,800.00	2.25	\$ 45.00	\$ 4,050.00	1.25	\$ 25.00	\$ 2,250.00
11	8" Dia. (SDR-26) PVC Sanitary Sewer, Incl. Exc., Emb. & Bkfl.	LF	909	\$ 40.00	\$ 36,360.00	2.25	\$ 90.00	\$ 81,810.00	1.95	\$ 78.00	\$ 70,902.00
12	6" Dia. (SDR-26) PVC Sanitary Sewer, Incl. Exc., Emb. & Bkfl.	LF	20	\$ 40.00	\$ 800.00	2.00	\$ 80.00	\$ 1,600.00	2.13	\$ 85.00	\$ 1,700.00
13	Sanitary Sewer Service, Including Tee, Transfer and Double Cleanout	EA	18	\$ 750.00	\$ 13,500.00	2.00	\$ 1,500.00	\$ 27,000.00	1.20	\$ 900.00	\$ 16,200.00
14	4" Dia. PVC Sanitary Sewer Service Line, Incl. Exc., Emb. & Bkfl.	LF	515	\$ 20.00	\$ 10,300.00	2.00	\$ 40.00	\$ 20,600.00	2.25	\$ 45.00	\$ 23,175.00
15	4' Dia. Sanitary Sewer Manhole	EA	6	\$ 4,000.00	\$ 24,000.00	1.50	\$ 6,000.00	\$ 36,000.00	1.20	\$ 4,800.00	\$ 28,800.00
16	Extra Depth for Sanitary Sewer Manhole	VLF	12	\$ 300.00	\$ 3,600.00	0.67	\$ 200.00	\$ 2,400.00	0.50	\$ 150.00	\$ 1,800.00
17	Connect to Existing Sanitary Sewer Line (8" and 6" Dia.)	EA	4	\$ 1,500.00	\$ 6,000.00	0.67	\$ 1,000.00	\$ 4,000.00	0.33	\$ 500.00	\$ 2,000.00
18	Cut and Plug Existing Sanitary Sewer Line (All sizes)	EA	13	\$ 750.00	\$ 9,750.00	0.27	\$ 200.00	\$ 2,600.00	0.27	\$ 200.00	\$ 2,600.00
19	Trench Safety	LF	929	\$ 3.00	\$ 2,787.00	0.33	\$ 1.00	\$ 929.00	0.33	\$ 1.00	\$ 929.00
20	Remove and Replace Existing 21" RCP Storm Drain	LF	10	\$ 100.00	\$ 1,000.00	1.00	\$ 100.00	\$ 1,000.00	1.90	\$ 190.00	\$ 1,900.00
21	Solid Sodding with Bermuda Grass or St. Augustine Grass	SY	198	\$ 8.00	\$ 1,584.00	1.50	\$ 12.00	\$ 2,376.00	1.25	\$ 10.00	\$ 1,980.00
22	Pre CCTV Inspection	LF	929	\$ 2.00	\$ 1,858.00	1.00	\$ 2.00	\$ 1,858.00	1.50	\$ 3.00	\$ 2,787.00
23	Post CCTV Inspection	LF	929	\$ 2.50	\$ 2,322.50	0.80	\$ 2.00	\$ 1,858.00	0.80	\$ 2.00	\$ 1,858.00
24	Manhole Vacuum Testing	EA	6	\$ 150.00	\$ 900.00	3.33	\$ 500.00	\$ 3,000.00	2.00	\$ 300.00	\$ 1,800.00
25	Erosion Control Plan and Implementation	LS	1	\$ 4,500.00	\$ 4,500.00	0.67	\$ 3,000.00	\$ 3,000.00	1.33	\$ 6,000.00	\$ 6,000.00
26	Miscellaneous Allowance	LS	1	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00
Bid Total					\$ 224,451.50	1.38		\$ 309,261.00	1.39		\$ 311,775.00
The work is to be completed within 90 calendar days											



**Tarrant County Community Development
Project B-18-UC-48-0001-62-50**

Bid Opening: February 27, 2019
11:00am

Dunson Drive And Dunson Court - Wastewater System Improvements - CDBG 44th Year

Project Item Information				Engineer's Estimate		Bidder #7 - R & D Burns Brothers, Inc.			Bidder #8 - Canary Construction, Inc.		
Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value	Ratio to Engineer	Unit Price	Bid Value	Ratio to Engineer	Unit Price	Bid Value
1	Prepare and Restore ROW	LS	1	\$ 25,000.00	\$ 25,000.00	0.80	\$ 20,000.00	\$ 20,000.00	0.60	\$ 15,000.00	\$ 15,000.00
2	Remove Existing 6"/8" Dia. Sanitary Sewer Line	LF	230	\$ 4.00	\$ 920.00	6.25	\$ 25.00	\$ 5,750.00	5.00	\$ 20.00	\$ 4,600.00
3	Remove Existing Sanitary Sewer Manhole	EA	2	\$ 1,000.00	\$ 2,000.00	0.50	\$ 500.00	\$ 1,000.00	0.70	\$ 700.00	\$ 1,400.00
4	Remove Existing Sanitary Sewer Cleanout	EA	1	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ 500.00	0.80	\$ 400.00	\$ 400.00
5	Remove and Replace Existing Concrete Pavement (Incl. Services)	LF	96	\$ 100.00	\$ 9,600.00	1.75	\$ 175.00	\$ 16,800.00	0.80	\$ 80.00	\$ 7,680.00
6	Remove and Replace Existing Asphalt Pavement Replacement (Incl. Services)	LF	1192	\$ 35.00	\$ 41,720.00	2.29	\$ 80.00	\$ 95,360.00	2.29	\$ 80.00	\$ 95,360.00
7	Remove and Replace Existing Concrete Driveways	SF	100	\$ 8.00	\$ 800.00	3.13	\$ 25.00	\$ 2,500.00	1.25	\$ 10.00	\$ 1,000.00
8	Remove and Replace Existing Concrete Sidewalk	SF	400	\$ 7.00	\$ 2,800.00	3.14	\$ 22.00	\$ 8,800.00	1.43	\$ 10.00	\$ 4,000.00
9	Remove and Replace Existing 6" Mono Curb	LF	5	\$ 10.00	\$ 50.00	10.00	\$ 100.00	\$ 500.00	10.00	\$ 100.00	\$ 500.00
10	Remove and Replace Existing 6" Curb and 18" Gutter	LF	90	\$ 20.00	\$ 1,800.00	5.75	\$ 115.00	\$ 10,350.00	3.75	\$ 75.00	\$ 6,750.00
11	8" Dia. (SDR-26) PVC Sanitary Sewer, Incl. Exc., Emb. & Bkfl.	LF	909	\$ 40.00	\$ 36,360.00	1.88	\$ 75.00	\$ 68,175.00	2.25	\$ 90.00	\$ 81,810.00
12	6" Dia. (SDR-26) PVC Sanitary Sewer, Incl. Exc., Emb. & Bkfl.	LF	20	\$ 40.00	\$ 800.00	1.80	\$ 72.00	\$ 1,440.00	2.00	\$ 80.00	\$ 1,600.00
13	Sanitary Sewer Service, Including Tee, Transfer and Double Cleanout	EA	18	\$ 750.00	\$ 13,500.00	0.67	\$ 500.00	\$ 9,000.00	1.47	\$ 1,100.00	\$ 19,800.00
14	4" Dia. PVC Sanitary Sewer Service Line, Incl. Exc., Emb. & Bkfl.	LF	515	\$ 20.00	\$ 10,300.00	1.50	\$ 30.00	\$ 15,450.00	3.50	\$ 70.00	\$ 36,050.00
15	4' Dia. Sanitary Sewer Manhole	EA	6	\$ 4,000.00	\$ 24,000.00	1.13	\$ 4,500.00	\$ 27,000.00	1.50	\$ 6,000.00	\$ 36,000.00
16	Extra Depth for Sanitary Sewer Manhole	VLF	12	\$ 300.00	\$ 3,600.00	1.00	\$ 300.00	\$ 3,600.00	0.95	\$ 285.00	\$ 3,420.00
17	Connect to Existing Sanitary Sewer Line (8" and 6" Dia.)	EA	4	\$ 1,500.00	\$ 6,000.00	0.67	\$ 1,000.00	\$ 4,000.00	0.60	\$ 900.00	\$ 3,600.00
18	Cut and Plug Existing Sanitary Sewer Line (All sizes)	EA	13	\$ 750.00	\$ 9,750.00	0.33	\$ 250.00	\$ 3,250.00	0.40	\$ 300.00	\$ 3,900.00
19	Trench Safety	LF	929	\$ 3.00	\$ 2,787.00	0.67	\$ 2.00	\$ 1,858.00	0.33	\$ 1.00	\$ 929.00
20	Remove and Replace Existing 21" RCP Storm Drain	LF	10	\$ 100.00	\$ 1,000.00	1.50	\$ 150.00	\$ 1,500.00	2.00	\$ 200.00	\$ 2,000.00
21	Solid Sodding with Bermuda Grass or St. Augustine Grass	SY	198	\$ 8.00	\$ 1,584.00	1.88	\$ 15.00	\$ 2,970.00	1.00	\$ 8.00	\$ 1,584.00
22	Pre CCTV Inspection	LF	929	\$ 2.00	\$ 1,858.00	2.50	\$ 5.00	\$ 4,645.00	1.00	\$ 2.00	\$ 1,858.00
23	Post CCTV Inspection	LF	929	\$ 2.50	\$ 2,322.50	1.40	\$ 3.50	\$ 3,251.50	0.80	\$ 2.00	\$ 1,858.00
24	Manhole Vacuum Testing	EA	6	\$ 150.00	\$ 900.00	2.00	\$ 300.00	\$ 1,800.00	1.00	\$ 150.00	\$ 900.00
25	Erosion Control Plan and Implementation	LS	1	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	\$ 4,500.00	0.33	\$ 1,500.00	\$ 1,500.00
26	Miscellaneous Allowance	LS	1	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00
Bid Total					\$ 224,451.50	1.49		\$ 333,999.50	1.57		\$ 353,499.00
The work is to be completed within 90 calendar days											



**Tarrant County Community Development
Project B-18-UC-48-0001-62-50**

Bid Opening: February 27, 2019
11:00am

Dunson Drive And Dunson Court - Wastewater System Improvements - CDBG 44th Year

Project Item Information				Engineer's Estimate		Low Bidder - Reytech Services, LLC			Bidder #2 - Tejas Commercial Construction, LLC		
Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value	Ratio to Engineer	Unit Price	Bid Value	Ratio to Engineer	Unit Price	Bid Value
1	Prepare and Restore ROW	LS	1	\$ 25,000.00	\$ 25,000.00	1.16	\$ 29,085.08	\$ 29,085.08	0.20	\$ 5,000.00	\$ 5,000.00
2	Remove Existing 6"/8" Dia. Sanitary Sewer Line	LF	230	\$ 4.00	\$ 920.00	2.55	\$ 10.18	\$ 2,341.40	5.50	\$ 22.00	\$ 5,060.00
3	Remove Existing Sanitary Sewer Manhole	EA	2	\$ 1,000.00	\$ 2,000.00	0.65	\$ 651.33	\$ 1,302.66	0.80	\$ 800.00	\$ 1,600.00
4	Remove Existing Sanitary Sewer Cleanout	EA	1	\$ 500.00	\$ 500.00	0.47	\$ 234.08	\$ 234.08	0.20	\$ 100.00	\$ 100.00
5	Remove and Replace Existing Concrete Pavement (Incl. Services)	LF	96	\$ 100.00	\$ 9,600.00	0.37	\$ 37.20	\$ 3,571.20	0.85	\$ 85.00	\$ 8,160.00
6	Remove and Replace Existing Asphalt Pavement Replacement (Incl. Services)	LF	1192	\$ 35.00	\$ 41,720.00	0.84	\$ 29.53	\$ 35,199.76	1.11	\$ 39.00	\$ 46,488.00
7	Remove and Replace Existing Concrete Driveways	SF	100	\$ 8.00	\$ 800.00	0.98	\$ 7.83	\$ 783.00	1.50	\$ 12.00	\$ 1,200.00
8	Remove and Replace Existing Concrete Sidewalk	SF	400	\$ 7.00	\$ 2,800.00	0.89	\$ 6.20	\$ 2,480.00	1.14	\$ 8.00	\$ 3,200.00
9	Remove and Replace Existing 6" Mono Curb	LF	5	\$ 10.00	\$ 50.00	1.16	\$ 11.62	\$ 58.10 *	2.50	\$ 25.00	\$ 12.00 *
10	Remove and Replace Existing 6" Curb and 18" Gutter	LF	90	\$ 20.00	\$ 1,800.00	1.00	\$ 19.95	\$ 1,795.50	1.75	\$ 35.00	\$ 3,150.00
11	8" Dia. (SDR-26) PVC Sanitary Sewer, Incl. Exc., Emb. & Bkfl.	LF	909	\$ 40.00	\$ 36,360.00	0.89	\$ 35.46	\$ 32,233.14	1.35	\$ 54.00	\$ 49,086.00
12	6" Dia. (SDR-26) PVC Sanitary Sewer, Incl. Exc., Emb. & Bkfl.	LF	20	\$ 40.00	\$ 800.00	0.67	\$ 26.69	\$ 533.80	1.25	\$ 50.00	\$ 1,000.00
13	Sanitary Sewer Service, Including Tee, Transfer and Double Cleanout	EA	18	\$ 750.00	\$ 13,500.00	0.62	\$ 463.68	\$ 8,346.24	0.73	\$ 550.00	\$ 9,900.00
14	4" Dia. PVC Sanitary Sewer Service Line, Incl. Exc., Emb. & Bkfl.	LF	515	\$ 20.00	\$ 10,300.00	1.22	\$ 24.33	\$ 12,529.95	2.00	\$ 40.00	\$ 20,600.00
15	4' Dia. Sanitary Sewer Manhole	EA	6	\$ 4,000.00	\$ 24,000.00	0.88	\$ 3,537.36	\$ 21,224.16	0.88	\$ 3,500.00	\$ 21,000.00
16	Extra Depth for Sanitary Sewer Manhole	VLF	12	\$ 300.00	\$ 3,600.00	1.06	\$ 316.57	\$ 3,798.84	0.55	\$ 165.00	\$ 1,980.00
17	Connect to Existing Sanitary Sewer Line (8" and 6" Dia.)	EA	4	\$ 1,500.00	\$ 6,000.00	0.84	\$ 1,262.84	\$ 5,051.36	1.23	\$ 1,850.00	\$ 7,400.00
18	Cut and Plug Existing Sanitary Sewer Line (All sizes)	EA	13	\$ 750.00	\$ 9,750.00	0.32	\$ 238.98	\$ 3,106.74	1.13	\$ 850.00	\$ 11,050.00
19	Trench Safety	LF	929	\$ 3.00	\$ 2,787.00	0.42	\$ 1.26	\$ 1,170.54	0.67	\$ 2.00	\$ 1,858.00
20	Remove and Replace Existing 21" RCP Storm Drain	LF	10	\$ 100.00	\$ 1,000.00	1.25	\$ 124.87	\$ 1,248.70	1.25	\$ 125.00	\$ 1,250.00
21	Solid Sodding with Bermuda Grass or St. Augustine Grass	SY	198	\$ 8.00	\$ 1,584.00	0.76	\$ 6.11	\$ 1,209.78	1.00	\$ 8.00	\$ 1,584.00
22	Pre CCTV Inspection	LF	929	\$ 2.00	\$ 1,858.00	2.62	\$ 5.23	\$ 4,858.67	1.00	\$ 2.00	\$ 1,858.00
23	Post CCTV Inspection	LF	929	\$ 2.50	\$ 2,322.50	1.06	\$ 2.65	\$ 2,461.85	0.74	\$ 1.85	\$ 1,718.65
24	Manhole Vacuum Testing	EA	6	\$ 150.00	\$ 900.00	0.91	\$ 136.55	\$ 819.30	1.53	\$ 230.00	\$ 1,380.00
25	Erosion Control Plan and Implementation	LS	1	\$ 4,500.00	\$ 4,500.00	0.17	\$ 745.89	\$ 745.89	0.33	\$ 1,500.00	\$ 1,500.00
26	Miscellaneous Allowance	LS	1	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00
Bid Total					\$ 224,451.50	0.87		\$ 196,189.74	1.01		\$ 227,134.65
The work is to be completed within 90 calendar days							* BID VALUE ADJUSTED			* BID VALUE ADJUSTED	



**Tarrant County Community Development
Project B-18-UC-48-0001-62-50**

Bid Opening: February 27, 2019
11:00am

Dunson Drive And Dunson Court - Wastewater System Improvements - CDBG 44th Year

Project Item Information				Engineer's Estimate		Bidder #3 - FM Utilities, LLC			Bidder #4 - Bristow Contracting, LLC		
Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value	Ratio to Engineer	Unit Price	Bid Value	Ratio to Engineer	Unit Price	Bid Value
1	Prepare and Restore ROW	LS	1	\$ 25,000.00	\$ 25,000.00	0.51	\$ 12,828.23	\$ 12,828.23	0.22	\$ 5,500.00	\$ 5,500.00
2	Remove Existing 6"/8" Dia. Sanitary Sewer Line	LF	230	\$ 4.00	\$ 920.00	5.00	\$ 20.00	\$ 4,600.00	3.50	\$ 14.00	\$ 3,220.00
3	Remove Existing Sanitary Sewer Manhole	EA	2	\$ 1,000.00	\$ 2,000.00	1.80	\$ 1,800.00	\$ 3,600.00	0.40	\$ 400.00	\$ 800.00
4	Remove Existing Sanitary Sewer Cleanout	EA	1	\$ 500.00	\$ 500.00	0.60	\$ 300.00	\$ 300.00	0.60	\$ 300.00	\$ 300.00
5	Remove and Replace Existing Concrete Pavement (Incl. Services)	LF	96	\$ 100.00	\$ 9,600.00	0.84	\$ 83.77	\$ 8,041.92	0.65	\$ 65.00	\$ 6,240.00
6	Remove and Replace Existing Asphalt Pavement Replacement (Incl. Services)	LF	1192	\$ 35.00	\$ 41,720.00	0.90	\$ 31.43	\$ 37,464.56	1.86	\$ 65.00	\$ 77,480.00
7	Remove and Replace Existing Concrete Driveways	SF	100	\$ 8.00	\$ 800.00	1.88	\$ 15.00	\$ 1,500.00	2.25	\$ 18.00	\$ 1,800.00
8	Remove and Replace Existing Concrete Sidewalk	SF	400	\$ 7.00	\$ 2,800.00	1.14	\$ 8.00	\$ 3,200.00	2.14	\$ 15.00	\$ 6,000.00
9	Remove and Replace Existing 6" Mono Curb	LF	5	\$ 10.00	\$ 50.00	4.00	\$ 40.00	\$ 200.00	7.50	\$ 75.00	\$ 375.00
10	Remove and Replace Existing 6" Curb and 18" Gutter	LF	90	\$ 20.00	\$ 1,800.00	2.00	\$ 40.00	\$ 3,600.00	3.75	\$ 75.00	\$ 6,750.00
11	8" Dia. (SDR-26) PVC Sanitary Sewer, Incl. Exc., Emb. & Bkfl.	LF	909	\$ 40.00	\$ 36,360.00	1.13	\$ 45.00	\$ 40,905.00	0.88	\$ 35.00	\$ 31,815.00
12	6" Dia. (SDR-26) PVC Sanitary Sewer, Incl. Exc., Emb. & Bkfl.	LF	20	\$ 40.00	\$ 800.00	1.88	\$ 75.00	\$ 1,500.00	0.85	\$ 34.00	\$ 680.00
13	Sanitary Sewer Service, Including Tee, Transfer and Double Cleanout	EA	18	\$ 750.00	\$ 13,500.00	0.93	\$ 700.00	\$ 12,600.00	0.87	\$ 650.00	\$ 11,700.00
14	4" Dia. PVC Sanitary Sewer Service Line, Incl. Exc., Emb. & Bkfl.	LF	515	\$ 20.00	\$ 10,300.00	2.10	\$ 42.00	\$ 21,630.00	1.40	\$ 28.00	\$ 14,420.00
15	4' Dia. Sanitary Sewer Manhole	EA	6	\$ 4,000.00	\$ 24,000.00	0.88	\$ 3,500.00	\$ 21,000.00	1.15	\$ 4,600.00	\$ 27,600.00
16	Extra Depth for Sanitary Sewer Manhole	VLF	12	\$ 300.00	\$ 3,600.00	1.33	\$ 400.00	\$ 4,800.00	1.50	\$ 450.00	\$ 5,400.00
17	Connect to Existing Sanitary Sewer Line (8" and 6" Dia.)	EA	4	\$ 1,500.00	\$ 6,000.00	1.00	\$ 1,500.00	\$ 6,000.00	0.73	\$ 1,100.00	\$ 4,400.00
18	Cut and Plug Existing Sanitary Sewer Line (All sizes)	EA	13	\$ 750.00	\$ 9,750.00	0.53	\$ 400.00	\$ 5,200.00	0.67	\$ 500.00	\$ 6,500.00
19	Trench Safety	LF	929	\$ 3.00	\$ 2,787.00	0.67	\$ 2.00	\$ 1,858.00	0.33	\$ 1.00	\$ 929.00
20	Remove and Replace Existing 21" RCP Storm Drain	LF	10	\$ 100.00	\$ 1,000.00	1.20	\$ 120.00	\$ 1,200.00	2.25	\$ 225.00	\$ 2,250.00
21	Solid Sodding with Bermuda Grass or St. Augustine Grass	SY	198	\$ 8.00	\$ 1,584.00	1.35	\$ 10.76	\$ 2,130.48	1.50	\$ 12.00	\$ 2,376.00
22	Pre CCTV Inspection	LF	929	\$ 2.00	\$ 1,858.00	1.50	\$ 3.00	\$ 2,787.00	2.00	\$ 4.00	\$ 3,716.00
23	Post CCTV Inspection	LF	929	\$ 2.50	\$ 2,322.50	1.20	\$ 3.00	\$ 2,787.00	1.20	\$ 3.00	\$ 2,787.00
24	Manhole Vacuum Testing	EA	6	\$ 150.00	\$ 900.00	2.33	\$ 350.00	\$ 2,100.00	3.00	\$ 450.00	\$ 2,700.00
25	Erosion Control Plan and Implementation	LS	1	\$ 4,500.00	\$ 4,500.00	1.22	\$ 5,500.00	\$ 5,500.00	0.56	\$ 2,500.00	\$ 2,500.00
26	Miscellaneous Allowance	LS	1	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00
Bid Total				\$ 224,451.50		1.01	\$ 227,332.19 *		1.11		
The work is to be completed within 90 calendar days							* INVALID - BID WAS NOT SIGNED				



**Tarrant County Community Development
Project B-18-UC-48-0001-62-50**

Bid Opening: February 27, 2019
11:00am

Dunson Drive And Dunson Court - Wastewater System Improvements - CDBG 44th Year

Project Item Information				Engineer's Estimate		Bidder #5 - Atkins Brothers Equipment Company, Inc.			Bidder #6 - Excel 4 Construction, LLC		
Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value	Ratio to Engineer	Unit Price	Bid Value	Ratio to Engineer	Unit Price	Bid Value
1	Prepare and Restore ROW	LS	1	\$ 25,000.00	\$ 25,000.00	0.04	\$ 1,000.00	\$ 1,000.00	0.38	\$ 9,500.00	\$ 9,500.00
2	Remove Existing 6"/8" Dia. Sanitary Sewer Line	LF	230	\$ 4.00	\$ 920.00	5.00	\$ 20.00	\$ 4,600.00	3.75	\$ 15.00	\$ 3,450.00
3	Remove Existing Sanitary Sewer Manhole	EA	2	\$ 1,000.00	\$ 2,000.00	1.00	\$ 1,000.00	\$ 2,000.00	0.35	\$ 350.00	\$ 700.00
4	Remove Existing Sanitary Sewer Cleanout	EA	1	\$ 500.00	\$ 500.00	0.20	\$ 100.00	\$ 100.00	0.25	\$ 125.00	\$ 125.00
5	Remove and Replace Existing Concrete Pavement (Incl. Services)	LF	96	\$ 100.00	\$ 9,600.00	0.50	\$ 50.00	\$ 4,800.00	1.00	\$ 100.00	\$ 9,600.00
6	Remove and Replace Existing Asphalt Pavement Replacement (Incl. Services)	LF	1192	\$ 35.00	\$ 41,720.00	1.86	\$ 65.00	\$ 77,480.00	2.34	\$ 82.00	\$ 97,744.00
7	Remove and Replace Existing Concrete Driveways	SF	100	\$ 8.00	\$ 800.00	1.25	\$ 10.00	\$ 1,000.00	1.25	\$ 10.00	\$ 1,000.00
8	Remove and Replace Existing Concrete Sidewalk	SF	400	\$ 7.00	\$ 2,800.00	1.43	\$ 10.00	\$ 4,000.00	1.00	\$ 7.00	\$ 2,800.00
9	Remove and Replace Existing 6" Mono Curb	LF	5	\$ 10.00	\$ 50.00	4.00	\$ 40.00	\$ 200.00	3.50	\$ 35.00	\$ 175.00
10	Remove and Replace Existing 6" Curb and 18" Gutter	LF	90	\$ 20.00	\$ 1,800.00	2.25	\$ 45.00	\$ 4,050.00	1.25	\$ 25.00	\$ 2,250.00
11	8" Dia. (SDR-26) PVC Sanitary Sewer, Incl. Exc., Emb. & Bkfl.	LF	909	\$ 40.00	\$ 36,360.00	2.25	\$ 90.00	\$ 81,810.00	1.95	\$ 78.00	\$ 70,902.00
12	6" Dia. (SDR-26) PVC Sanitary Sewer, Incl. Exc., Emb. & Bkfl.	LF	20	\$ 40.00	\$ 800.00	2.00	\$ 80.00	\$ 1,600.00	2.13	\$ 85.00	\$ 1,700.00
13	Sanitary Sewer Service, Including Tee, Transfer and Double Cleanout	EA	18	\$ 750.00	\$ 13,500.00	2.00	\$ 1,500.00	\$ 27,000.00	1.20	\$ 900.00	\$ 16,200.00
14	4" Dia. PVC Sanitary Sewer Service Line, Incl. Exc., Emb. & Bkfl.	LF	515	\$ 20.00	\$ 10,300.00	2.00	\$ 40.00	\$ 20,600.00	2.25	\$ 45.00	\$ 23,175.00
15	4' Dia. Sanitary Sewer Manhole	EA	6	\$ 4,000.00	\$ 24,000.00	1.50	\$ 6,000.00	\$ 36,000.00	1.20	\$ 4,800.00	\$ 28,800.00
16	Extra Depth for Sanitary Sewer Manhole	VLF	12	\$ 300.00	\$ 3,600.00	0.67	\$ 200.00	\$ 2,400.00	0.50	\$ 150.00	\$ 1,800.00
17	Connect to Existing Sanitary Sewer Line (8" and 6" Dia.)	EA	4	\$ 1,500.00	\$ 6,000.00	0.67	\$ 1,000.00	\$ 4,000.00	0.33	\$ 500.00	\$ 2,000.00
18	Cut and Plug Existing Sanitary Sewer Line (All sizes)	EA	13	\$ 750.00	\$ 9,750.00	0.27	\$ 200.00	\$ 2,600.00	0.27	\$ 200.00	\$ 2,600.00
19	Trench Safety	LF	929	\$ 3.00	\$ 2,787.00	0.33	\$ 1.00	\$ 929.00	0.33	\$ 1.00	\$ 929.00
20	Remove and Replace Existing 21" RCP Storm Drain	LF	10	\$ 100.00	\$ 1,000.00	1.00	\$ 100.00	\$ 1,000.00	1.90	\$ 190.00	\$ 1,900.00
21	Solid Sodding with Bermuda Grass or St. Augustine Grass	SY	198	\$ 8.00	\$ 1,584.00	1.50	\$ 12.00	\$ 2,376.00	1.25	\$ 10.00	\$ 1,980.00
22	Pre CCTV Inspection	LF	929	\$ 2.00	\$ 1,858.00	1.00	\$ 2.00	\$ 1,858.00	1.50	\$ 3.00	\$ 2,787.00
23	Post CCTV Inspection	LF	929	\$ 2.50	\$ 2,322.50	0.80	\$ 2.00	\$ 1,858.00	0.80	\$ 2.00	\$ 1,858.00
24	Manhole Vacuum Testing	EA	6	\$ 150.00	\$ 900.00	3.33	\$ 500.00	\$ 3,000.00	2.00	\$ 300.00	\$ 1,800.00
25	Erosion Control Plan and Implementation	LS	1	\$ 4,500.00	\$ 4,500.00	0.67	\$ 3,000.00	\$ 3,000.00	1.33	\$ 6,000.00	\$ 6,000.00
26	Miscellaneous Allowance	LS	1	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00
Bid Total					\$ 224,451.50	1.38		\$ 309,261.00	1.39		\$ 311,775.00
The work is to be completed within 90 calendar days											



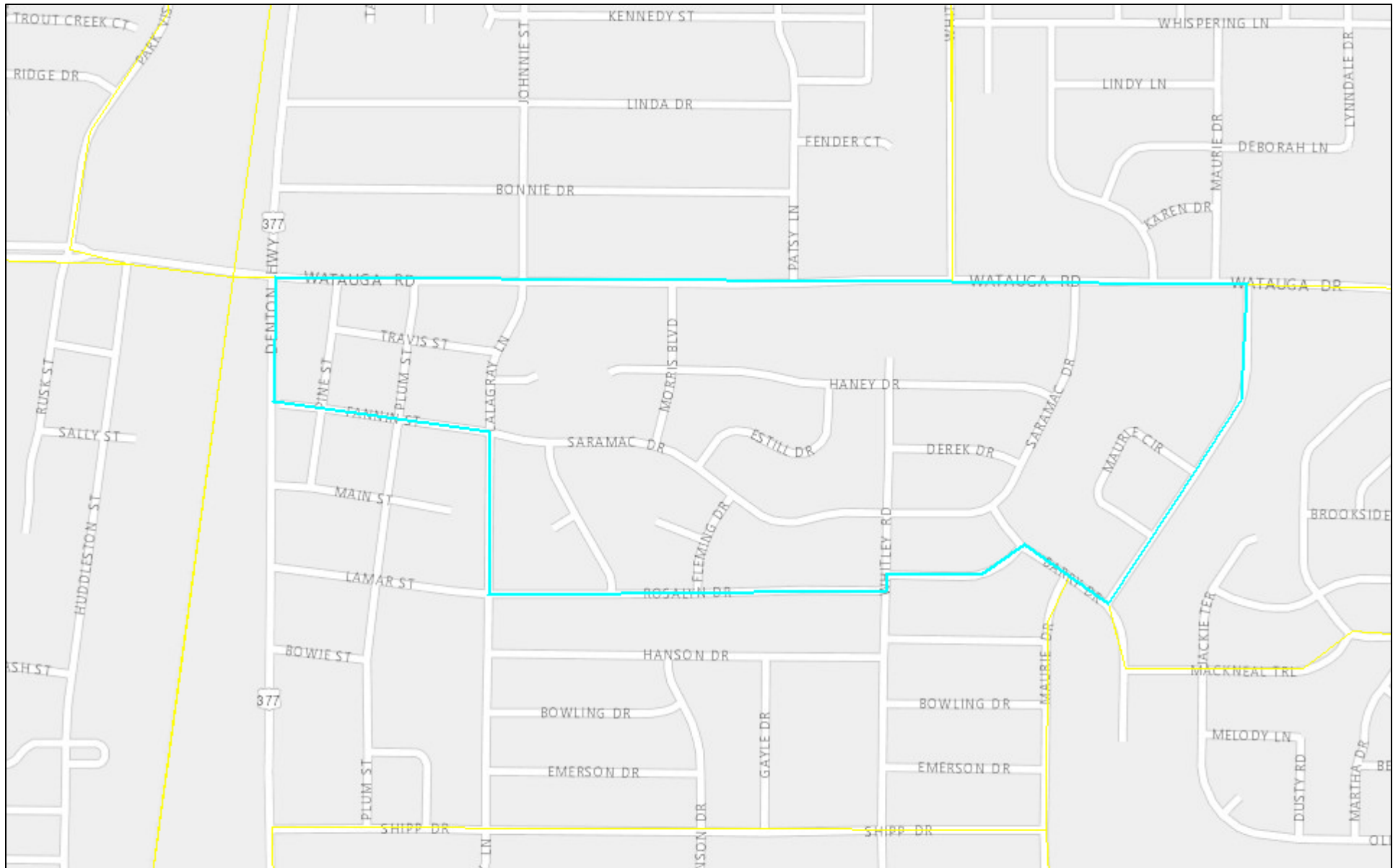
**Tarrant County Community Development
Project B-18-UC-48-0001-62-50**

Bid Opening: February 27, 2019
11:00am

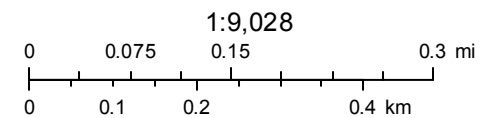
Dunson Drive And Dunson Court - Wastewater System Improvements - CDBG 44th Year

Project Item Information				Engineer's Estimate		Bidder #7 - R & D Burns Brothers, Inc.			Bidder #8 - Canary Construction, Inc.		
Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value	Ratio to Engineer	Unit Price	Bid Value	Ratio to Engineer	Unit Price	Bid Value
1	Prepare and Restore ROW	LS	1	\$ 25,000.00	\$ 25,000.00	0.80	\$ 20,000.00	\$ 20,000.00	0.60	\$ 15,000.00	\$ 15,000.00
2	Remove Existing 6"/8" Dia. Sanitary Sewer Line	LF	230	\$ 4.00	\$ 920.00	6.25	\$ 25.00	\$ 5,750.00	5.00	\$ 20.00	\$ 4,600.00
3	Remove Existing Sanitary Sewer Manhole	EA	2	\$ 1,000.00	\$ 2,000.00	0.50	\$ 500.00	\$ 1,000.00	0.70	\$ 700.00	\$ 1,400.00
4	Remove Existing Sanitary Sewer Cleanout	EA	1	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ 500.00	0.80	\$ 400.00	\$ 400.00
5	Remove and Replace Existing Concrete Pavement (Incl. Services)	LF	96	\$ 100.00	\$ 9,600.00	1.75	\$ 175.00	\$ 16,800.00	0.80	\$ 80.00	\$ 7,680.00
6	Remove and Replace Existing Asphalt Pavement Replacement (Incl. Services)	LF	1192	\$ 35.00	\$ 41,720.00	2.29	\$ 80.00	\$ 95,360.00	2.29	\$ 80.00	\$ 95,360.00
7	Remove and Replace Existing Concrete Driveways	SF	100	\$ 8.00	\$ 800.00	3.13	\$ 25.00	\$ 2,500.00	1.25	\$ 10.00	\$ 1,000.00
8	Remove and Replace Existing Concrete Sidewalk	SF	400	\$ 7.00	\$ 2,800.00	3.14	\$ 22.00	\$ 8,800.00	1.43	\$ 10.00	\$ 4,000.00
9	Remove and Replace Existing 6" Mono Curb	LF	5	\$ 10.00	\$ 50.00	10.00	\$ 100.00	\$ 500.00	10.00	\$ 100.00	\$ 500.00
10	Remove and Replace Existing 6" Curb and 18" Gutter	LF	90	\$ 20.00	\$ 1,800.00	5.75	\$ 115.00	\$ 10,350.00	3.75	\$ 75.00	\$ 6,750.00
11	8" Dia. (SDR-26) PVC Sanitary Sewer, Incl. Exc., Emb. & Bkfl.	LF	909	\$ 40.00	\$ 36,360.00	1.88	\$ 75.00	\$ 68,175.00	2.25	\$ 90.00	\$ 81,810.00
12	6" Dia. (SDR-26) PVC Sanitary Sewer, Incl. Exc., Emb. & Bkfl.	LF	20	\$ 40.00	\$ 800.00	1.80	\$ 72.00	\$ 1,440.00	2.00	\$ 80.00	\$ 1,600.00
13	Sanitary Sewer Service, Including Tee, Transfer and Double Cleanout	EA	18	\$ 750.00	\$ 13,500.00	0.67	\$ 500.00	\$ 9,000.00	1.47	\$ 1,100.00	\$ 19,800.00
14	4" Dia. PVC Sanitary Sewer Service Line, Incl. Exc., Emb. & Bkfl.	LF	515	\$ 20.00	\$ 10,300.00	1.50	\$ 30.00	\$ 15,450.00	3.50	\$ 70.00	\$ 36,050.00
15	4' Dia. Sanitary Sewer Manhole	EA	6	\$ 4,000.00	\$ 24,000.00	1.13	\$ 4,500.00	\$ 27,000.00	1.50	\$ 6,000.00	\$ 36,000.00
16	Extra Depth for Sanitary Sewer Manhole	VLF	12	\$ 300.00	\$ 3,600.00	1.00	\$ 300.00	\$ 3,600.00	0.95	\$ 285.00	\$ 3,420.00
17	Connect to Existing Sanitary Sewer Line (8" and 6" Dia.)	EA	4	\$ 1,500.00	\$ 6,000.00	0.67	\$ 1,000.00	\$ 4,000.00	0.60	\$ 900.00	\$ 3,600.00
18	Cut and Plug Existing Sanitary Sewer Line (All sizes)	EA	13	\$ 750.00	\$ 9,750.00	0.33	\$ 250.00	\$ 3,250.00	0.40	\$ 300.00	\$ 3,900.00
19	Trench Safety	LF	929	\$ 3.00	\$ 2,787.00	0.67	\$ 2.00	\$ 1,858.00	0.33	\$ 1.00	\$ 929.00
20	Remove and Replace Existing 21" RCP Storm Drain	LF	10	\$ 100.00	\$ 1,000.00	1.50	\$ 150.00	\$ 1,500.00	2.00	\$ 200.00	\$ 2,000.00
21	Solid Sodding with Bermuda Grass or St. Augustine Grass	SY	198	\$ 8.00	\$ 1,584.00	1.88	\$ 15.00	\$ 2,970.00	1.00	\$ 8.00	\$ 1,584.00
22	Pre CCTV Inspection	LF	929	\$ 2.00	\$ 1,858.00	2.50	\$ 5.00	\$ 4,645.00	1.00	\$ 2.00	\$ 1,858.00
23	Post CCTV Inspection	LF	929	\$ 2.50	\$ 2,322.50	1.40	\$ 3.50	\$ 3,251.50	0.80	\$ 2.00	\$ 1,858.00
24	Manhole Vacuum Testing	EA	6	\$ 150.00	\$ 900.00	2.00	\$ 300.00	\$ 1,800.00	1.00	\$ 150.00	\$ 900.00
25	Erosion Control Plan and Implementation	LS	1	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	\$ 4,500.00	0.33	\$ 1,500.00	\$ 1,500.00
26	Miscellaneous Allowance	LS	1	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00
Bid Total					\$ 224,451.50	1.49		\$ 333,999.50	1.57		\$ 353,499.00
The work is to be completed within 90 calendar days											

Watauga CDBG



January 12, 2016



Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community



AGENDA MEMORANDUM

DATE: December 5, 2018

TO: Honorable City Council Members

FROM: Paul Hackleman, P.E., CFM, Director of Public Works

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consideration of an amendment to the Burgess Niple Master Engineering Contract for the design and construction administration of 44th Year Community Development Block Grant (CDBG) Project

BACKGROUND/INFORMATION:

On December 7, 2007, the City Council approved and agreement with GSWW, Inc. (Burgess and Niple) for services for a master engineering contract which would be amended for each new engineering project. The purpose for this agenda item is to approve the contract amendment to the Burgess and Niple master engineering contract for the design, surveying, and construction administration of 44th Year CDBG wastewater project on Dunson in the amount of \$27,000.

The project consists of new wastewater main on Dunson Drive (see Project Map). It will replace in total approximately 842 linear feet of existing 6-inch and 8-inch diameter wastewater mains with new 8-inch diameter PVC wastewater mains, 5 wastewater manholes and 18 each of 4-inch diameter wastewater services and cleanouts. It will also include approximately 1,158 linear feet of asphalt pavement replacement over the new sewer lines.

The approved 2018-19 Budget includes the CDBG Project and provides funding for the engineering in the amount of \$27,000.

Tarrant County has allocated \$155,000 in Grant Funding for the Watauga 44th Year CDBG Program. The submitted project has an estimated engineering and construction cost of \$232,036.00 leaving a City obligation of \$77,036.00.

FINANCIAL IMPLICATIONS:

Funds are budgeted in the FY2018-19 Council adopted budget.

RECOMMENDATION/ACTION DESIRED:



AGENDA MEMORANDUM

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

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Attorney - Letter - 44th CDBG - Engineering Amend - Burgess Niple
2. Amendment - CDBG 44th Year-2018 Agreement - Burgess Niple
3. Construction Cost Est - 44th CDBG - Dunson
4. CDBG 44th Year-Engineer Selection_Page_1.
5. Notice Public Hearing - CDBG 44th - April 23-2018
6. Agenda Memo - 44th CDBG - Public Hearing - Dunson Wastewater - Burgess Niple
7. Archive - Minutes - Council - 4_23_2018
8. Previous Engineering Contract - Application - 44th Year CDBG - BN
9. Allocation Email - \$155,000 - Tarrant County - 44th CDBG

REVIEWED BY:

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

Approved - 12/13/2018
Approved - 12/13/2018
Final Approval - 12/14/2018



NOTICE OF PUBLIC HEARING

**WATAUGA CITY COUNCIL
CITY HALL COUNCIL CHAMBER
7105 WHITLEY ROAD, WATAGUA, TEXAS 76148
APRIL 23, 2018
6:00 P.M.**

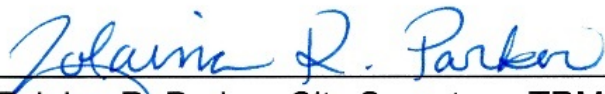
Notice is hereby given that City Council will conduct a Public Hearing on April 23, 2018 at 6:00 p.m., at City Hall Council Chamber, 7105 Whitley Road, Watauga, Texas.

The purpose of the public hearing in to receive input on community needs and project selection relative to funds to be received in the 44th Year of Tarrant County's Community Development Block Grant (CDBG) Program.

NOTICE

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

I, Zolaina R. Parker, City Secretary for the City of Watauga, hereby certify that this notice was posted on the bulletin boards at City Hall, 7105 Whitley Road, Watauga, Texas, on April 11, 2018, before 6:00 p.m., in accordance with Chapter 551 of the Texas Government Code.


Zolaina R. Parker, City Secretary, TRMC





AGENDA MEMORANDUM

DATE: March 13, 2018

TO: Honorable City Council Members

FROM: Paul Hackleman, P.E., CFM, Director of Public Works

THROUGH: Andrea Gardner

SUBJECT: Public Hearing to receive input on community needs and project selection relative to funds to be received in the 44th Year of Tarrant County's Community Development Block Grant (CDBG) Program

BACKGROUND/INFORMATION:

In June of 2014, the Department of Housing and Urban Development (HUD) released new eligible areas for area wide benefit using CDBG Funds. The City of Watauga currently has one Census Tract eligible for area wide benefits. The remaining area is shown on the attached map, but is generally south of Watauga Rd from Denton Highway to Maurie Drive.

Public Hearings are held to receive input on project request. The citizens of Watauga may present any qualified project request for consideration. If the request is outside the eligible area, then a door to door individual survey would be required and must show that 51.0% of the household incomes have been determined to meet HUD's definition of low income.

Funds from the CDBG Program may be utilized in the following ways:

1. Public Facilities and Improvements (ie. Construction, rehabilitation, etc.)
2. Rehabilitation (ie. Single family owner occupied residential)

For the 44th Year of the Program, the following project was submitted for consideration in our January 31, 2018 Application: Wastewater Main replacement along Dunson Drive from 6050 to 6087 Dunson Drive.

The project consists of new wastewater main on Dunson Drive (see Project Map). It will replace in total approximately 842 linear feet of existing 6-inch and 8-inch diameter wastewater mains with new 8-inch diameter PVC wastewater mains, 5 each wastewater manholes and 18 each of 4-inch diameter wastewater services and cleanouts. It will also include approximately 1,158 linear feet of asphalt pavement



AGENDA MEMORANDUM

replacement over the new sewer lines.

We anticipate receiving \$120,000 in Grant Funding in the 44th Year CDBG Program. The submitted project has an estimated engineering and construction cost of \$232,036.00 leaving a City obligation of \$112,036.00.

Burgess Niple has been hired by the City to assist in preparing the application and identified a Wastewater Project in the Low to Moderate Income (LMI) areas according to the Census Tract Data. The proposed wastewater project was selected from the 2012 SSES Report as an area in need of new wastewater mains in the CDBG Area.

FINANCIAL IMPLICATIONS:

The Public Hearing does not have any direct financial implications.

RECOMMENDATION/ACTION DESIRED:

Allow anyone from the public to speak, take minutes, and consider their request.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Notice Public Hearing - CDBG 44th - April 23-2018
2. Watauga CDBG 44th Year Proposal Form 2018 with attach
3. Engineering Contract - Application - 44th Year CDBG - BN
4. PP - Public Hearing - CDBG 44th Year - Sanitary Sewer Mains

REVIEWED BY:

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

Approved - 04/16/2018
Final Approval - 04/17/2018

**MINUTES
WATAUGA CITY COUNCIL
PRE-COUNCIL & REGULAR MEETING
MONDAY, APRIL 23, 2018
CITY HALL, COUNCIL CHAMBER, 7105 WHITLEY ROAD
6 00 P M**

The City Council of the City of Watauga, Texas convened in Pre-Council at 6 00 p m ,
with the following members present

Patrick Shelbourne	Mayor Pro Tem
Hal Gerhardt	Council Member
Brandon Krausse	Council Member
and	
Andrea Gardner	City Manager
Mark Daniel	City Attorney
Zolaina R. Parker	City Secretary
Sandra Gibson	Director of Finance
Robert Parker	Chief of Police
Shawn Fannan	Fire Chief
Paul Hackleman	Director of Public Works
Marcia Reyna	Director of Human Resources/Civil Service
Lana Ewell	Library Director
Bradley Fraley	Chief Information Office/PIO
Denise Wilkinson	Economic Development Specialist

with
Council Member Melva Clark, absent with notice

CITY COUNCIL AGENDA DISCUSSION

- 1 Discussion and questions regarding consent agenda items for regular meeting
Council did not discuss or have any questions
- 2 Discussion and questions regarding regular agenda items for regular meeting
City Council did not discuss or have any questions

REGULAR COUNCIL MEETING

Regular Meeting commenced at 6 02 p m

INVOCATION

Mayor Pro Tem Shelbourne gave the invocation

PLEDGE TO THE FLAG AND TEXAS FLAG

Mayor Pro Tem Shelbourne led the Pledge to the Flags

DISCUSSION AND APPROVAL OF MEETING AGENDA

- 1 Discussion and action on approval of meeting agenda

Council Member Gerhardt made a motion to approve the agenda as presented
Council Member Krausse seconded the motion, which passed as follows

AYES	Shelbourne Gerhardt Krausse
NAYS	None
ABSENT	Clark
ABSTAIN	None

CITIZEN'S OPEN FORUM

Ms Mary Stormer, 6545 Old Mill Circle, Watauga, Texas 76148, addressed several issues with regard to safety in parks Meals on Wheels, ducks being chased at Capp Smith Park, communication, City Newsletter, NextDoor.com and how are citizens represented via Council

PRESENTATIONS

- 1 Presentation of Service Awards for City of Watauga Employees celebrating a milestone anniversary during the month of April 2018

Andrea Gardner, City Manager presented a Service Award to Bradley Fraley, Chief Information Officer, for twenty years of service of dedicated service

- 2 Presentation of a Proclamation to the City of Watauga in honor of National Small Business Week - April 29 through May 5, 2018

Mayor Pro Tem Shelbourne presented a Proclamation to the City of Watauga in honor of National Small Business Week - April 29 through May 5, 2018 Denise Wilkinson Economic Development Specialist, accepted the Proclamation

REPORTS

- 1 Quarterly Financial Report for the period ending March 31 2018

Sandra Gibson, Director of Finance presented the Quarterly Financial Report for the period ending March 31 2018

- 2 Quarterly Capital Improvement Plan (CIP) Projects update ending March 31, 2018

Paul Hackleman, Director of Public Works presented Quarterly Capital Improvement Plan (CIP) Projects Update ending March 31, 2018

- 3 Report on the first Annual Report for Watauga Police Department

Robert Parker, Chief of Police presented the first Annual Report for Watauga Police Department

- 4 Update on the May 2018 General and Special Elections

Zolaina Parker, City Secretary, provided an update on the May 2018 General and Special Elections

CONSENT AGENDA

Council Member Gerhardt made a motion to approve the consent agenda as presented Council Member Krausse seconded the motion, which passed as follows

AYES	Gerhardt Krausse Shelbourne
NAYS.	None
ABSENT	Clark
ABSTAIN	None

- 1 Approval of City Council Regular Meeting Minutes of March 26, 2018
- 2 Approval of a Resolution by the City of Watauga, Texas finding that Oncor Electric Delivery Company LLC'S application for approval of a distribution cost recovery factor pursuant to 16 TEX ADMIN CODE § 25 243 to increase distribution rates within the City should be denied, finding that the City's reasonable rate case expenses shall be reimbursed by the Company, finding that the meeting at which this resolution is passed is open to the public as required by law requiring notice of this resolution to the Company and legal counsel

The resolution as approved carried the following caption

CITY OF WATAUGA, TEXAS
RESOLUTION NO 18-04-23-01

A RESOLUTION OF THE CITY OF WATAUGA, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL OF A DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX ADMIN CODE § 25 243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED, FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY, FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

- 3 Approve City Manager's appointment of Jennifer Dorsett as Clerk of the Municipal Court for the City of Watauga
- 4 Approval of a proposed resolution amending Policy 10 06, 13 05 and 14 01 and adding Policy 18 02 to the City of Watauga Personnel, Administration and Financial Policies and Procedures Manual

The resolution as approved carried the following caption

CITY OF WATAUGA TEXAS
RESOLUTION NO 18-04-23-02

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA TEXAS AMENDING SECTION 10 06 OF THE PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL REGARDING DRESS CODE, UNIFORMS AND PERSONAL APPEARANCE AMENDING SECTION 13 05 OF THE PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL REGARDING SURPLUS ASSET DISPOSAL, AMENDING SECTION 14 01 OF THE PERSONNEL ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL REGARDING CITY INFORMATION SYSTEMS, ADOPTING SECTION 18 02 OF THE PERSONNEL ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL REGARDING EMERGENCY ACTION GUIDELINES 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

- 5 Approval of the Quarterly Investment Report for the period ending March 31, 2018

PUBLIC HEARINGS

- 1 Public Hearing on Planning and Zoning Case Z1801, City of Watauga Code of Ordinances, Subpart B Land Development Chapter 115 – Zoning Article III Zoning Districts Established, Zoning Map District Regulations, Section 11562 – District regulations (6) LB Local Business District b Development Controls, (7)

GB General Business District b Development Controls, (8) C Commercial District b Development controls

a Open Public Hearing-allow for staff comments

Mayor Pro Tem Shelbourne recessed the Regular Meeting and opened the Public Hearing at 7 09 p m Denise Wilkinson, Economic Development Specialist, provided a summary of the case

b Public Comments

There were no public comments

c Close Public Hearing

Mayor Pro Tem Shelbourne closed the Public Hearing and reconvened the Regular Meeting at 7 13 p m

2 Public Hearing to receive input on community needs and project selection relative to funds to be received in the 44th Year of Tarrant County's Community Development Block Grant (CDBG) Program

a Open Public Hearing-allow for staff comments

Mayor Pro Tem Patrick Shelbourne recessed the Regular Meeting and opened the Public Hearing at 7 13 p m Paul Hackleman, Director of Public Works, presented information on the 44th Year of Tarrant County's Community Development Block Grant (CDBG) Program

b Public Comments

There were no public comments

c Close Public Hearing

Mayor Pro Tem Shelbourne closed the Public Hearing and reconvened the Regular Meeting at 7 19 p m

NEW BUSINESS

1 Discussion and action on ratification of the Meet and Confer Agreement between the City of Watauga and the Watauga Firefighters' Association

Council Member Gerhardt made a motion to approve the ratification of the Meet and Confer Agreement between the City of Watauga and the Watauga

Firefighters' Association Council Member Krausse seconded the motion, which passed as follows

AYES	Shelbourne Gerhardt, Krausse
NAYS	None
ABSENT	Clark
ABSTAIN	None

- 2 Discussion and action on approval of a proposed ordinance regarding Planning and Zoning Case Z1801, amendments to City of Watauga Code of Ordinances, Subpart B Land Development Chapter 115 – Zoning Article III Zoning Districts Established Zoning Map District Regulations Section 11562 – District regulations (6) LB Local Business District b Development Controls, (7) GB General Business District b Development Controls, (8) C Commercial District b Development controls

Council Member Krausse made a motion to approve the proposed ordinance regarding Planning and Zoning Case Z-18-01, amendments to City of Watauga Code of Ordinances Subpart B - Land Development Chapter 115 – Zoning Article III Zoning Districts Established, Zoning Map, District Regulations, Section 115-62 – District regulations (6) LB Local Business District b Development Controls, (7) GB General Business District b Development Controls, (8) C Commercial District b Development controls Council Member Gerhardt seconded the motion, which passed as follows

AYES	Shelbourne, Gerhardt, Krausse
NAYS	None
ABSENT	Clark
ABSTAIN	None

The ordinance as approved carried the following caption

CITY OF WATAUGA, TEXAS
ORDINANCE NO 1658

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA APPROVING AMENDMENTS IN PLANNING AND ZONING CASE Z-18-01 PURSUANT TO CHAPTER 115 SECTIONS 115-62(6), 115-62(7), AND 115-62(8) OF THE CODE OF ORDINANCES FOR THE CITY OF WATAUGA, TEXAS (DISTRICT REGULATIONS FOR THE LB LOCAL BUSINESS DISTRICT, GB GENERAL BUSINESS DISTRICT, AND C COMMERCIAL DISTRICT), PROVIDING THAT ALL ORDINANCES IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THEY ARE IN CONFLICT PROVIDING A SAVINGS CLAUSE, PROVIDING AN EFFECTIVE DATE

- 3 Discussion and action on approval of Wearing Apparel Bid # 18-017 for primary and secondary status vendors as indicated

Council Member Gerhardt made a motion approve Wearing Apparel Bid # 18-017 for primary and secondary status vendors as indicated Council Member Krausse seconded the motion which passed as follows

AYES Shelbourne, Gerhardt, Krausse
NAYS None
ABSENT Clark
ABSTAIN. None

- 4 Discussion and action on approval of a resolution approving the Advanced Funding Agreement (AFA) for the Green Ribbon Program Onsystem between the City of Watauga and the Texas Department of Transportation (TxDot) regarding landscaping improvements from North Tarrant Parkway to Watauga Road on U S Highway 377

Council Member Krausse made a motion to approve the resolution approving Advanced Funding Agreement (AFA) for the Green Ribbon Program Onsystem between the City of Watauga and the Texas Department of Transportation (TX Dot) regarding landscaping improvements from North Tarrant Parkway to Watauga Road on U S Highway 377 Council Member Gerhardt seconded the motion, which passed as follows

AYES Shelbourne, Gerhardt, Krausse
NAYS. None
ABSENT Clark
ABSTAIN None

The resolution as approved carried the following caption

CITY OF WATAUGA TEXAS
RESOLUTION NO 18-04-23-03

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA TEXAS APPROVING THE ADVANCE FUNDING AGREEMENT FOR GREEN RIBBON PROGRAM ONSYSTEM BETWEEN THE CITY OF WATAUGA AND THE TEXAS DEPARTMENT OF TRANSPORTATION REGARDING LANDSCAPING IMPROVEMENTS FROM NORTH TARRANT PARKWAY TO WATAUGA ROAD ON U S HIGHWAY 377, 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

- 5 Discussion and possible action to authorize City Staff to complete a grant application through the Texas Parks and Wildlife Department for the construction of a Splash Pad at Capp Smith Park and other park projects

Council Member Krausse made a motion to authorize City Staff to complete a grant application through the Texas Parks and Wildlife Department for the construction of a Splash Pad at Capp Smith Park and other park projects Council Member Gerhardt seconded the motion, which passed as follows

AYES	Shelbourne Gerhardt Krausse
NAYS:	None
ABSENT	None
ABSTAIN	None

ADJOURNMENT

With there being no further business, Mayor Pro Tem Shelbourne adjourned the meeting at 7 41 p m

APPROVED this 14th day of May 2018

SIGNED this 14th day of May, 2018

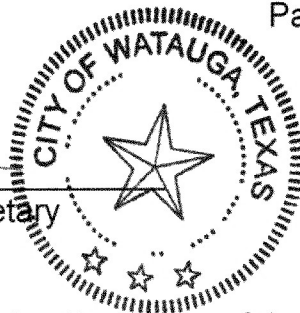
APPROVED



Patrick Shelbourne, Mayor

ATTEST


Zolaina R Parker, City Secretary



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

Paul Hackleman

From: Susan Au <SAu@TarrantCounty.com>
Sent: Monday, June 4, 2018 11:59 AM
To: Paul Hackleman; william.wendland@burgessniple.com
Subject: 2018 (44th Year) CDBG Allocation

Good morning,
The 2018 (44th Year) CDBG projects have been approved.
The City of Watauga's sewer project on Dunson Dr has a **2018 CDBG allocation of \$155,000.**

Brad Hearne (BLHearne@TarrantCounty.com) and Cyndi Walker (CWalker@TarrantCounty.com) will be managing this project from this point forward. Please contact them for any questions or concerns.

Please email me your minutes from your public hearing and a copy of your advertisement for the public hearing.

Regards,
Susan Au, Senior Planner
Tarrant County – Community Development & Housing
SAu@TarrantCounty.com
817.850.7942 (o)
817-850-7944 (f)

This email was scanned by Bitdefender



AGENDA MEMORANDUM

DATE: March 13, 2019

TO: Honorable City Council Members

FROM: Robert Parker, Chief of Police

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consideration, discussion and possible action on the review of City Ordinance Sec. 40-208 through 40-211, as it pertains to trailers

BACKGROUND/INFORMATION:

On February 11, 2019 during the regular City Council Meeting a citizen spoke during Citizens Open Forum (Mr. Doyle Martin of 6808 Richardson Dr. Watauga Texas) asking for an exception to the trailer ordinance that would allow him to park his work trailer on the street in front of his residence. Currently parking his enclosed work trailer is a violation of the City of Watauga Ordinance. There is also other language in this ordinance that could be more clear.

Mr. Paul Hopkins also spoke about his desire to have the city review outdated ordinances. The Police Department assumed supervision of Code Enforcement in July of 2018 and we have started the review of the ordinances. This is the first of many ordinances that will be brought before council for direction due to the concerns expressed by citizens.

FINANCIAL IMPLICATIONS:

None at this time

RECOMMENDATION/ACTION DESIRED:

It is the desire of the Watauga Police Department to enforce the Code of Ordinances that the City Council adopts and finds appropriate for the citizens. Council may do nothing and leave the ordinance as is or provide a recommendation to the City Attorney to amend the current ordinance or any other action desired by the Council.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. 40-208 Trailers

REVIEWED BY:

Robert Parker, Chief of Police
Andrea Gardner, City Manager

Approved - 3/27/2019
Approved - 3/29/2019



AGENDA MEMORANDUM

Zolaina Parker, City Secretary, TRMC

Final Approval - 4/3/2019

Approved as to form for inclusion on Agenda

Sec. 40-208. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial motor vehicle means any motor vehicle designed or used for the transportation of property, not including a passenger bus, passenger automobile, motorcycle, panel delivery truck or pickup truck.

Major recreational equipment means boats, boat trailers, travel trailers, camping trailers, pickup campers and motor homes.

Off-road vehicle means any vehicle made for off-road use, including but not limited to a "go-cart," "dune buggy," "racing-cart," or any other vehicle of similar kind which is not in compliance with state regulations for street usage.

Race car means any vehicle used for a speed competition or contest, drag race or acceleration contest, or any exhibition or test of physical endurance of a vehicle's speed or acceleration, or any vehicle or off-road vehicle not in compliance with state regulations for street usage.

Residential district means territory contiguous to and including a public street, alley, parkway, boulevard or public place, not comprising a district zoned commercial or industrial, when the property located on such public street, alley, parkway, boulevard or public place, for a distance of 300 feet or more, is in an area improved with residences.

Road-tractor means every motor vehicle designed or used for drawing other vehicles or loads, and not so constructed as to carry a load independently or any part of the weight of the drawn load or vehicle.

Semi-trailer means every vehicle of the trailer type so designed or used in conjunction with a motor vehicle that some part of its own weight and that of its own load rests upon or is carried by another motor vehicle.

Special interest vehicle means a motor vehicle of any age that has not been changed from original manufacturer's specifications and, because of its historic interest, is being preserved by a hobbyist.

Towable recreational vehicle means a nonmotorized vehicle that:

- (1) Is designed:
 - a. To be towable by a motor vehicle; and
 - b. For temporary human habitation for uses including recreational camping or seasonal use;
- (2) Is permanently built on a single chassis;

- (3) May contain one or more life-support systems; and
- (4) May be used permanently or temporarily for advertising, selling, displaying, or promoting merchandise or services, but is not used for transporting property for hire or for distribution by a private carrier.

Trailer means a vehicle that:

- (1) Is designed or used to carry a load wholly on the trailer's own structure; and
- (2) Is drawn or designed to be drawn by a motor vehicle.

The term "trailer" shall include, but not be limited to, all horse trailers, boat trailers, fifth wheels, livestock trailers, and commercial trailers designated for hauling merchandise, supplies, or equipment.

Truck means a motor vehicle designed primarily for the transportation of cargo with a manufacturer's rated carrying capacity in excess of 2,000 pounds.

Truck-tractor means every motor vehicle designed or used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle or load so drawn.

(Code 2001, § 12.601; Code 2010, § 12.04.041)

Sec. 40-209. - Violations; penalty.

- (a) A person commits an offense if he violates by commission or omission any provision of this division that imposes upon him a duty or responsibility.
- (b) A person or entity who violates a provision of this division is guilty of a separate offense for each day or portion thereof during which the violation is committed, continued or permitted, and each offense is punishable by a fine in accordance with the general penalty provision set forth in section 1-7. In addition to prohibiting and requiring certain conduct of individuals, it is the intent of this division to hold a corporation, partnership, joint venture or other association criminally responsible for acts or omissions performed by an agent acting on behalf of the corporation, partnership, joint venture or other association within the course and scope of his employment.

(Code 2001, § 12.605; Code 2010, § 12.04.042)

Sec. 40-210. - Commercial vehicles.

It shall be unlawful for any person to operate, drive, leave, park or stand any truck-tractor, semi-trailer, bus or any other commercial motor vehicle upon any public street, road, alley, parkway, boulevard, private drive or public place within a residential district in the city. It shall further be

unlawful for any person to leave, park or stand any truck-trailer, semi-trailer, bus, or any other commercial motor vehicle upon any public street, road, alley, parkway, boulevard, private drive or public place within a commercial district in the city. The provisions of this section shall not apply to:

- (1) Any commercial vehicle parked in a residential area only for the time reasonably necessary for loading, unloading, or the delivery of goods, wares or merchandise;
- (2) Vehicles belonging to the city, the county, the state or other governmental entity;
- (3) Commercial vehicles with no more than two axles, and with a gross unloaded weight of less than 14,000 pounds, and which are parked entirely on a private drive behind a sidewalk in the city;
- (4) Emergency vehicles operating in response to any emergency call; or
- (5) Vehicles operated by a public utility while cruising in an assigned area for the purpose of inspecting the facilities of said public utility and/or providing maintenance service to said facilities.

(Code 2001, § 12.602; Code 2010, § 12.04.043)

Sec. 40-211. - Recreational vehicles.

- (a) It shall be unlawful to leave, park or stand any trailer, major recreational equipment, race car, off-road vehicle, recreational vehicle, towable recreational vehicle or equipment similar to those defined in section 40-208 upon any public street, road, alley parkway, boulevard, or public place in the city. This provision shall not apply to a trailer, major recreational equipment, race car, off-road vehicle, recreational vehicle, towable recreational vehicle or equipment similar to those defined in section 40-208 parked on a public street, road, alley, parking boulevard, or public place in the city for not more than three consecutive hours for purposes of loading, unloading, cleaning or routine minor maintenance.
- (b) Trailers, recreational vehicles, towable recreational vehicles and major recreational equipment, and similar vehicles or equipment, shall be parked on private property so as not to interfere with pedestrian or motor traffic safety.
- (c) Race cars, off-road vehicles, and vehicles or equipment similar in nature shall be parked, stored, and/or maintained in a covered structure where such vehicles are not visible to the public.

(Code 2001, § 12.603; Code 2010, § 12.04.044)

Sec. 40-212. - Exceptions.

The provisions of this division shall not apply to street construction, maintenance and repair equipment, trucks, rollers and implements of truck equipment, trailers and vehicles used by public service utility companies engaged in repairing or extending public service utilities, or emergency vehicles operating in response to an emergency call, or to motor buses when boarding or discharging passengers. Further, the provisions of this division shall not prohibit the parking or standing of the above-described vehicles in properly zoned areas for the purposes of expeditiously loading and unloading passengers, freight or merchandise.

(Code 2001, § 12.604; Code 2010, § 12.04.045)



AGENDA MEMORANDUM

DATE: March 11, 2019

TO: Honorable City Council Members

FROM: Sandra Gibson, CGFO, CGFM, Director of Finance

THROUGH: Andrea Gardner, City Manager

SUBJECT: Discussion and direction on over 65 discount eligibility for water and sewer services

BACKGROUND/INFORMATION:

At the February 11th meeting, an ordinance was approved by City Council to amend Chapter 42-82 of the Code of Ordinances and Chapter 12, Fee Schedule, Section 12-42 providing for an increase in water and sewer rates and changing the senior rate structure to a senior discount structure.

The finance department performed an internal audit of residential, senior and commercial accounts to ensure account codes were applied correctly. During the course of this audit, it was discovered that some accounts had the senior discount applied when the resident provided proof of attaining the age of 65, however the resident is not living in owner occupied property as the ordinance requires (see attached). Staff has proceeded with removing the senior discounts from these accounts because they are not eligible since they do not own the property.

Staff requests direction if Council desires to continue with the owner occupied property requirement for over 65 discount eligibility on water and sewer services as listed in the current ordinance.

Additionally, during the February Council meeting, a citizen expressed desire for a water and sewer discount for disabled citizens. If Council wishes to consider such discounts in the future, Tarrant Appraisal District (TAD) provides information on ownership of property and disability information. It would be very difficult for staff to confirm disabled information for disabilities without checking the TAD website that provides information for owner occupied property within the City.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:



AGENDA MEMORANDUM

Respectfully request that City Council provide direction on this item as presented.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Ordinance #1686 Water and Sewer Fees

REVIEWED BY:

Andrea Gardner, City Manager

Zolaina Parker, City Secretary, TRMC

Approved as to form for inclusion on Agenda

Approved - 4/2/2019

Final Approval - 4/3/2019

CITY OF WATAUGA, TEXAS
ORDINANCE NO. 1686

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AMENDING CHAPTER 12 FEE SCHEDULE, SECTION 12-42. – CHAPTER 42, UTILITIES, OF THE CODE OF ORDINANCES FOR THE CITY OF WATAUGA, TEXAS, REGARDING WATER RATES FOR THE CITY OF WATAUGA WATER AND WASTEWATER SYSTEM; PROVIDING THAT ALL ORDINANCES IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AND EFFECTIVE DATE.

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

I.

Section 12-42. – Chapter 42, Utilities of the Code of Ordinances for the City of Watauga, Texas shall be amended to read as follows:

Section 12-42. – Chapter 42, Utilities

(a) Water Rates

(1) Billing policy where only one user or building is tied to the same meter:

- (a) The monthly bill will be computed as follows: The minimum bill taken from Schedule A plus a volume charge of \$5.01 per 100 cubic feet on monthly volume greater than the minimum volume from Schedule A for all customers.
- (b) Residential customers who have attained the age of 65 and reside in owner occupied property within the City will be eligible for a \$5.00 discount for water service on their monthly bill when proof of eligibility is provided to the City.

SCHEDULE A
Water Rate Schedule
Effective March 1, 2019

Meter size (inches)	¾"	1"	1 ¼"	1 ½"	2"	3"	4"	6"/8"
Minimum Bill*	\$15.70	\$21.26	\$28.33	\$57.76	\$75.03	\$137.16	\$227.59	\$579.99
Volume*	267	345	460	937	1,300	2,400	4,000	10,000

*Volume included in minimum bill (base charge)

(2) *Billing policy where more than one user or building is tied onto the same meter:*

It shall be the policy of Watauga to bill each home, homes, duplex, triplex, offices or any other buildings where more than one user is tied onto the same water meter at \$15.70 per month for each customer unit for water, plus a monthly volume charge of \$5.01 per 100 cubic feet of water used by the building.

(3) *Billing for apartment complexes and mobile home parks:*

\$15.70 per month per apartment or mobile home plus a monthly volume charge of \$5.01 per 100 cubic feet of water used by the apartment complex or park.

Apartment or mobile home park owner shall furnish a certified statement of occupancy prior to the 10th of each month. Failure to file occupancy statement will result in billing for 100% occupancy.

(b) **Sewer Rates**

- (1) *Minimum monthly service charge.* The monthly bill will be computed as follows: The minimum monthly service charge will be \$17.36 for all customers. Residential Customers who have attained the age of 65 and reside in owner-occupied property within the City are eligible for a \$5.00 discount for sewer service on their monthly bill when proof of eligibility is provided to the City.

(2) *Volume Charge.*

- (a) A monthly volume charge shall also be charged to all customers in the amount of \$2.99 per 100 cubic feet of water used or wastewater produced.
- (b) The monthly volume charge for residential customers will be based on the lesser of the calculated average monthly water consumption billed during the winter quarter months of December, January and February, or actual water usage during the month. The volumes used to compute these charges are based on the amount of water used by the residential customer as measured by a meter. Where the previous winter quarter average is not available from the records, the volume to be used for the monthly volume charge shall be 900 cubic feet.
- (3) *Determination of water use for commercial and industrial customers.* The monthly charges to commercial and industrial customers will be based on water use for each month as measured by appropriate meters, with the provision that, if a customer can show to the satisfaction of the Director of Public Works that a significant portion of the metered water usage does not enter the sanitary sewer system, the customer will be charged only for that volume entering the wastewater system, as determined by a method approved by the Director of Public Works.
- (4) *Industrial waste.* All industrial users: To be served on the system only by specific contract approved by the city council for the particular industrial sewage or water involved.

- (5) *Waste creating unusual conditions or problems.* In the event a commercial customer is introducing sewage into the wastewater system that creates unusual conditions or problems such as excessive oils, grease or chemicals, the director of public works shall advise the customer of his options which are available to the commercial customer to remedy the existing condition. Those options include the following:
- (a) To correct at his own expense the conditions causing the excess.
 - (b) To pay a monthly rate, to be determined by the Director of Public Works, to the City equal to the expense of maintaining and/or treating the excessive waste.
- (6) *Billing policy where more than one user or building is tied onto the same water meter.* It shall be the policy of the City to bill each home, homes, duplex, triplex, offices, or any other buildings where more than one user is tied onto the same water meter at \$17.36 per month for each customer unit for sewer, plus a monthly charge to be calculated as noted in subsection (2)(b) above.
- (7) *Billing for apartment and mobile home parks.*
- (a) \$17.36 per month per apartment or mobile home plus a monthly volume charge of \$2.99 per 100 cubic feet of water used by the apartment complex or park.
 - (b) The apartment or mobile home park owner shall furnish a certified statement of occupancy prior to the 10th of each month. Failure to file the occupancy statement will result in billing for 100% occupancy.

II.

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.

III.

Should any portion or part of this Ordinances be held for any reasons to be invalid or unenforceable, the same shall not be construed to affect any other valid portion thereof, but all valid portions hereof shall remain in full force and effect.

IV.

This Ordinance 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, TX and publication hereof as prescribed by law.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this, the
11th day of ~~March~~ February, 2019.

APPROVED:



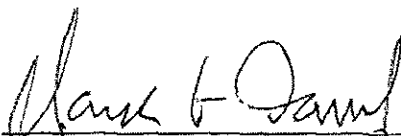
DAVID GRIFFIN, MAYOR PRO-TEM

ATTEST:

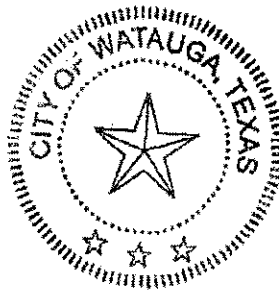


ZOLAIN R. PARKER, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:



MARK G. DANIEL, CITY ATTORNEY





AGENDA MEMORANDUM

DATE: March 29, 2019

TO: Honorable City Council Members

FROM: Sandra Gibson, CGFO, CGFM, Director of Finance
Deby Woodard, Assistant Director of Finance
Jennifer Walls, Purchasing Agent

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consideration and action on approval of Grounds Maintenance Proposal # 19-006 to MGLawn and Landscape, LLC for Options 1, 2, & 3

BACKGROUND/INFORMATION:

The City of Watauga received proposals for Grounds Maintenance on February 22, 2019. Proposals were received from Abescape Group, LLC, MGLawn and Landscaping, LLC, Terracare Associates, LLC and The Landscape Partners, LLC.

The Grounds Maintenance specifications included a total of four (4) options: Option 1 - Municipal Areas, Option 2 - General Parks Areas, Option 3 - Various Right of Ways, and Option 4 - Capp Smith Park. An evaluation committee was established to review the proposal responses and after careful consideration of all proposals, MG Lawn and Landscape, LLC ranked the highest according to the evaluation criteria as indicated in the Request for Proposal document.

All options include the maintenance, mowing, and edging services as specified during the mowing season which runs from April through the beginning of December. Any additional cycles requested by City staff would be at a cost per cycle.

City Staff has determined that it is in the best interest of the City to award only Options 1, 2, and 3. Option 4 is not being recommended for award at this time. If approved, MGLawn and Landscape, LLC will be responsible for mowing, edging, and maintenance of these areas as outlined in the proposal specifications under the direction of the Parks Superintendent.

This agreement is for a period of one (1) year upon Council approval. The specifications allow for two (2) renewal options upon City recommendation and Council



AGENDA MEMORANDUM

approval.

FINANCIAL IMPLICATIONS:

Sufficient funding is budgeted and available in the FY2018-19 Budget.

RECOMMENDATION/ACTION DESIRED:

Respectfully recommend the Council review and take action on the item presented of Proposal # 19-006 Grounds Maintenance award to MGLawn and Landscape, LLC for an initial one (1) year term for Grounds Maintenance Options 1, 2, and 3 only.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. 19-006 - GROUNDS MAINTENANCE
2. Evaluation

REVIEWED BY:

Jennifer Walls, Purchasing Agent

Chad Stephens, Parks Superintendent

Sal Torres, Parks and Community Services Director

Sandra Gibson, CGFO, CGFM, Director of Finance

Andrea Gardner, City Manager

Zolaina Parker, City Secretary, TRMC

Approved as to form for inclusion on Agenda

Approved - 3/29/2019

Approved - 3/29/2019

Approved - 3/29/2019

Approved - 4/2/2019

Approved - 4/2/2019

Final Approval - 4/3/2019



CITY OF WATAUGA

REQUEST FOR PROPOSAL

Proposal Reference Number: 19-006

Project Title: Grounds Maintenance

Closing Date and Time:

Friday, February 22, 2019

10:00AM (CST)

INTRODUCTION

The City of Watauga is accepting sealed proposals from qualified Proposers for Grounds Maintenance.

Sealed proposals will be received in the City Purchasing Office located at City Hall, 7105 Whitley Road, Watauga, Texas 76148 until Friday, February 22, 2019 at 10:00 AM (CST). Proposals will not be accepted after the due date and time.

Questions regarding the proposal will be accepted until Tuesday, February 15, 2019 at 5:00 PM (CST).

All proposals shall be sealed and clearly labeled on the front with:

PROPOSAL: GROUNDS MAINTENANCE

19-006 DUE: FRIDAY, FEBRUARY 22, 2019 AT 10:00 AM (CST)

A pre-proposal conference will be held Tuesday, February 13, 2019 at 10:00 AM (CST) at the City Council Chambers located in Watauga City Hall, 7105 Whitley Road, Watauga, Texas 76148. This conference is non-mandatory, but information discussed will be helpful in preparation of the proposal.

Contact Jennifer Walls, Purchasing Agent at 817-514-5733 or jwalls@wataugatx.org for any questions.

The successful proposer may not assign its rights or duties under an award without the prior written consent of the City of Watauga. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

Request for non-consideration of proposals must be made in writing to Purchasing and received by the City of Watauga prior to the time set for opening proposals. After the other proposals are opened, the proposal for which non-consideration is properly requested may be returned unopened. The proposal, however, may not be withdrawn after the proposals have been opened, and the proposer, in submitting the same, warrants and guarantees that the proposal has been carefully reviewed and checked and that it is in all things true, accurate and free of mistakes.

Proposers shall promptly notify the City of Watauga of any omission, ambiguity, inconsistency or error that they may discover upon examination of the documents. The City assumes no responsibility for any errors or misrepresentations that result from incomplete proposals. No plea of ignorance of conditions that exist, or difficulties or conditions concerning the work to be performed, or execution of the work shall be accepted as an excuse for any failure or omission on the part of specifications documents governing the work. The Proposer or Proposers awarded the contract shall not be allowed any extra compensation by reason of any matter or aspect prior to the proposal.

There is no expressed or implied obligation for the City of Watauga to reimburse responding proposer for any expenses incurred in preparing proposals in response to this request. All costs associated with preparing a proposal in response to a solicitation shall be the full responsibility of the proposer.

Proposals are due in the Purchasing Department of the City of Watauga no later than 10:00 AM (CST) on Friday, February 22, 2019. Proposals received after this time will remain unopen and returned to proposer.

The anticipated contract term for services to be awarded will be for one year (1) year with an option to renew for two (2) additional one (1) year terms, upon the agreement and approval by City Council, the City of Watauga and awarded proposer.

City of Watauga reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City. Any request for a price increase must be presented to the City at least 120 days before the expiration of the current term.

The City of Watauga reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, request additional information, and to accept the proposal which, in its discretion, is in the best interest of the City of Watauga.

By requesting proposals, the City of Watauga is in no way obligated to award a contract or pay expenses of the Proposer(s) in connection with the preparation or submission of a proposal.

To be considered, one (1) original and two (2) two copies of a proposal must be received by the City of Watauga Purchasing Office at 7105 Whitley Road, Watauga, Texas 76148 by 10:00 AM (CST) on February 22, 2019. It shall be the responsibility of each proposer to ensure proposal is turned in to the City of Watauga before the due date and time. The official time shall be determined by the clock located in Watauga City Hall Council Chambers. Proposals received after the time stated will be considered ineligible and remain unopened.

All required documents are to be complete and accurate with all appropriate signatures. Envelopes are to be sealed and clearly identified.

The City of Watauga reserves the right to reject in part or in whole all proposals submitted, and to waive any technicalities for the best interest of the City of Watauga.

The City of Watauga desires to enter into an agreement that will be advantageous to both the City and the eligible Proposer(s).

The City of Watauga will not accept any contract that contains a provision causing the City to indemnify the successful Proposer(s) for any reason.

Proposals will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate proposals, or irregularities of any kind. However, the City of Watauga reserves the right to waive any irregularities and to award in the best interest of the City.

Proposers will be disqualified and/or their proposal rejected, among other reasons, for any of the specific reasons listed below:

- Proposal received after the time set for receiving proposals as stated in the advertisement.
- Reason for believing collusion exists among the proposers.
- Proposal containing unbalanced value of any item; proposal offering used or reconditioned equipment.
- Where the proposer, sub-contractor or supplier is in litigation with the City of Watauga or where such litigation is contemplated or imminent.
- Incomplete work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract.
- Lack of competency as revealed by reference checks, financial statements, experience and equipment, questionnaires, or qualification statements.

- Proposals containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the City's opinion may disqualify the proposer.

The following documentation must be provided for this proposal to be considered responsive. Failure to provide this information may result in rejection of proposal:

- Proposal Title Page
- Signature and Non-Collusion Statement
- Cooperative Purchasing Form
- Response – Pricing Form
- No Response Form (if applicable)
- References
- Deviation/Compliance Form
- Conflict of Interest Questionnaire
- House Bill 89 Verification Form
- Senate Bill 252 Certification Form
- Addenda Acknowledgement (if applicable)
- Certificate of Insurance (upon award)
- Form 1295 Certificate of Interested Parties (upon recommendation)

GENERAL TERMS AND CONDITIONS

Acceptance of proposal: Acceptance of a proposal for a one-time purchase will be in the form of a purchase order. Acceptance of a proposal for a supply or service agreement will also be in the form of a purchase order. Subsequent purchase releases may be issued as appropriate. The contents of a proposal shall become a part of the contract. Under no circumstances will the City of Watauga be responsible for goods or services provided without an acceptance signed by an authorized City representative.

Addenda and explanations: Explanations desired by a prospective proposer shall be requested of the City in writing, via email, fax, and/or regular mail. If explanations are necessary, a reply shall be made in the form of addenda via email, fax, or regular mail. A copy of this addenda will be forwarded to all known prospective proposers. Each request for such explanation shall be in writing addressed to the designated contact person. Any verbal statements regarding same by any person, previous to the award, shall be non-authoritative and non-binding.

Addenda issued to prospective proposers shall become a part of the contract documents. All issued addenda shall be signed and included with the proposer's response as acknowledgment of the addenda.

Any and all such interpretations and supplemental instructions will be in the form of written addenda which, if issued, shall be sent to all known prospective proposers and posted to the City of Watauga website and DemandStar.

All proposers are responsible for obtaining all published addenda. The City assumes no responsibility for the proposer's failure to obtain and/or properly submit any addenda. Failure to acknowledge and submit any addendum may be cause for the proposal to be rejected. The decision to accept or reject any particular proposal due to a failure to acknowledge and submit addenda shall be final.

Altering proposals: Proposals cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity.

Alternate award: The City of Watauga reserves the right, but not required, to award a proposer as an "alternate award". The alternate proposal shall remain in effect for the term of the awarded contract. Should the primary proposer become unavailable or unwilling to complete the contract term; the alternate proposer will be notified in writing of their official contract and start date. All terms and conditions of the original proposal will remain in effect.

Ambiguity: Any ambiguity in the proposal as a result of omission, error, lack of clarity or noncompliance by the proposer with specifications, instructions and all conditions shall be construed in the favor of the City. The City reserves the right to request additional information or clarification from proposers, or to allow minor corrections of errors or omissions.

Assignment: The proposer may not assign, sell, transfer, or convey this contract in whole or part, without the prior written consent of the City. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

Assignment of contract: The proposer's rights and duties awarded by the agreement may not be assigned to another without written consent of the City. Such consent shall not relieve the assignor of the liability in the event of default by the assignee.

Audit: The City of Watauga reserves the right to audit the records, as it pertains to this proposal, and performance of the proposer during the term of the contract and for three (3) years after the contract is completed.

Bankruptcy: If proposer becomes bankrupt or insolvent, or if petition in bankruptcy or insolvency is filed by or against proposer, or if a receiver, trustee or assignee for the benefit of creditors is appointed for proposer, the city shall have the right, at their discretion, to treat such occurrence as a breach thereof.

Proposal openings: All proposals submitted will be read or acknowledged at the City's regularly scheduled opening. However, the reading of a proposal at proposal opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the City accepts such proposal as responsive.

The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, City of Watauga purchasing guidelines, and project documents, including but not limited to, the project specifications and contract documents. The City will notify the successful proposer upon award of the contract and, according to state law all proposals received will be available for inspection at that time.

Proposal withdrawal or rejection: The City reserves the right to withdraw the Request for Proposal for any reason or to reject any and all proposals. The City further reserves the right to accept part or all of any specific proposal or proposals, or any combination of proposals, and to accept any proposal or proposals.

After opening, proposers shall not be allowed to withdraw their proposal unless an obvious mistake, supported by objective evidence that the mistake was unintentional, and approval by the City. Any request for withdrawal must be in writing and substantiated by all original work papers, documents and other materials used in the preparation of the proposal. Such request shall be received by the City of Watauga within one (1) day after closing. If permitted to withdraw its proposal, the proposer shall not supply any material or labor, or perform any subcontract or other work in connection with the resulting contract. No partial withdrawals are permitted under any circumstance.

Certificate of interested parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require action or vote by the governing body of the entity.

With regard to the City of Watauga, a proposer that is awarded a contract or purchase that is greater than \$50,000 is required to electronically create a Form 1295 through the Texas Ethics Commission website (<https://www.ethics.state.tx.us>) and submit a signed copy of the form to the city. Note: The City requires that any contract that goes to the City Council must have a completed Form 1295. A contract, including city-issued purchase orders, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the Proposer(s).

Certificates of insurance: The City requires Proposer(s) to carry the minimum insurance as required by State laws. The successful Proposer shall furnish and maintain during the term of the contract, adequate Workers' Compensation and Commercial General Liability (Public) Insurance in the following amounts:

Type of Insurance**Amount**

a. Workers Compensation

As set forth in the Workers' Compensation Act

b. Commercial General Liability

Each Occurrence - \$250,000

General Aggregate - \$500,000

Insurance shall be with a company authorized to do business in the State of Texas and acceptable to the City. The City of Watauga shall be an additional insured on the commercial General Liability (Public) Insurance policy.

Each insurance policy shall contain a provision requiring thirty (30) days written notice prior to expiration, cancellation or non-renewal or any material change in coverage. The notice shall be given by certified mail.

Proposer(s) issuing the insurance policies shall have no recourse against the City for payment of premiums or assessments for deductibles, which are the sole responsibility and risk of the Contractor.

The Proposer(s) shall submit proof that the insurance is in force by attaching a standard Certificate of Insurance form to the proposal. The form should include information such as:

- Name of the insured
- Status of Insured, whether Corporation, Partnership, Individual, etc.
- Location of operations covered
- Description of operations covered
- Company(s) affording coverage and its policy number(s)

The successful Proposer(s) shall not commence work on the contract until the required insurance has been obtained and the certificate is provided to the City.

Certification: At the option of the City, a contract will be awarded on the basis of the best qualified proposal in the opinion of the City.

By submitting this proposal, the proposer certifies and represents that the proposer has not offered, conferred, or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote, or any exercise of discussion concerning this proposal.

Proposer further certifies and represents that they have not violated any state, federal, local law, regulation or ordinance relating to bribery, improper influence, collusion, discrimination, or other similar crimes and all services provided or delivered under any award shall conform hereto.

By submitting this proposal, proposer certifies that to the best of their knowledge, no proposer employee, either full or part time, owner, official, stockholder or member of their immediate family, are related to a member of the City of Watauga City Council or City Manager in violation of the Nepotism Prohibition of the Texas Government Code (Chapter 573, Gov. Code).

Change orders: No oral statement of any person shall modify or otherwise change, or effect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made by the City of Watauga in writing. Purchasing shall be informed at all times of any change orders.

Contract: This proposal, when properly accepted by the City, shall constitute a contract equally binding between the successful Proposer(s) and the City. No different or additional terms shall become a part of this contract with the exception of change orders issued by the City.

Contract administrator: Under this contract, the City of Watauga may appoint a contract administrator with designated responsibility to insure compliance with contract requirements. This includes, but is not limited to, acceptance, inspection, actual performance testing, and delivery. Actual performance testing shall be accomplished with the assistance and resources of the Proposer(s). The contract administrator shall serve as liaison between the using department and the successful Proposer(s). Purchasing shall be kept informed of any adverse situations relating to the award of this proposal.

Contract clause: All proposers understand and agree that the proposer's response to this proposal invitation become a legally binding part of the contract upon acceptance by the City.

Collusion: By submitting a proposal, each proposer represents and warrants that its proposal is genuine and not a sham or collusive, or made in the interest of, or on behalf of, any person not named therein, that the proposer has not directly or indirectly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal. Proposers also warrant that they have not in any manner colluded to secure any improper advantage over any other person submitting a proposal, or to limit the competitiveness of the process.

Compliance with laws: All proposers submitting proposals are expected to comply with federal, state and local laws, and regulations relative to the preparation of the proposal and the services to be provided.

Proposer shall give all notices and comply with all federal, state, and local laws, ordinances, rules, and regulations, and lawful orders of any public authority bearing on the performance of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. The proposer warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

Contract documents: The contract will consist of the Request for Proposal document, the proposal response, and such other terms and conditions as the parties may agree.

Correspondence: The proposal number must appear on all correspondence, inquiries, etc. pertaining to the proposal.

Debarment: By submitting a proposal, the proposer certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

Default: The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Watauga reserves the right to terminate the contract immediately in the event the successful proposer fails to:

- Substantially meet delivery or completion schedules
- Otherwise, substantially perform in accordance with the accepted proposal.

Breach of proposer or default authorized the City to award to another proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting proposer.

Disability: In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), proposer warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms, and/or conditions of employment for applicants for employment with, or employees of proposer or any of its subcontractors. Proposer warrants it will fully comply with ADA's provisions and any other applicable federal, state, and local laws concerning disability and will defend, indemnify and hold the City harmless against any claims or allegations asserted by third parties or subcontractors against the City arising out of proposer's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.

Disclosure of interest: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. Proposers are required to submit with the proposal a Conflict of Interest Questionnaire stating that no officer or employee of the City has, or will have, during the said term of this contract, any prohibited interest as defined. The proposer understands that any existence of a prohibited interest at any time during the term of contract will render the contract voidable.

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with municipalities must file a completed conflict of interest questionnaire which is included in this solicitation or available at www.ethics.state.tx.us. The conflict of interest questionnaire must be filed with the City no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City or submits an application, response to an Request for Proposal, correspondence, or writing related to a potential agreement. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor. Updated Questionnaires must be filed in conformance with Chapter 176.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

By doing business or seeking to do business with the City of Watauga, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that you are solely responsible for complying with these requirements.

Disqualification of proposer: Proposers may be disqualified and their proposals not considered for any of the following reasons:

- Reason for believing collusion exists among proposing proposers
- Reasonable grounds for believing that any proposer is interested in more than one proposal for the service contemplated
- The proposer being interested in any litigation against the City of Watauga
- The proposer being in arrears on any existing contract or having defaulted on a previous contract
- Contact with any other City employee as expressly prohibited without prior consent in this Request for Proposal

Employment eligibility verification: Proposer shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any other liability which may be assessed against proposer or City in connection with any alleged violation of any federal, state, county, and/or city statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

Errors or omissions: Proposer will not be allowed to take advantage of any errors or omissions in this Request for Proposal. Proposers shall promptly notify of any omission, ambiguity, inconsistency or error that they may discover upon examination of the documents. The City assumes no responsibility for any errors or misrepresentations that result from incomplete proposals. No plea of ignorance of conditions that exist, or difficulties or conditions concerning the work to be performed, or execution of the work shall be accepted as an excuse for any failure or omission on the part of specifications documents governing the work. The proposer awarded the contract shall not be allowed any extra compensation by reason of any matter or aspect prior to the proposal.

Ethics: Proposers shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City. The City may, by written notice to the successful proposer, cancel this contract without liability to the proposer if it is determined by the City that gratuities or bribes of entertainment, gifts, or otherwise, were offered or given by the proposer, its agents, or its representatives to any City officer, employee, or elected representative with respect to the performance of this contract. In addition, the successful proposer shall be subject to penalties as stated in Title 8 of the Texas Penal Code.

Examination of proposal documents: By submitting a proposal, the proposer represents that it has thoroughly examined and become familiar with the work required under this Request for Proposal and that it is capable of performing quality work to achieve the objectives. Before submitting this proposal, each proposer will be held to have received all necessary information and satisfied themselves as to the existing conditions under which they will be required to operate. No allowances shall be made subsequent in this connection in behalf of the City for any error or negligence on their part.

Proposers are advised to review all sections of this Request for Proposal carefully, and to follow instructions completely, as failure to make a complete submission as described herein may result in rejection of the submission.

By submitting, the proposer certifies that they have fully read and understand this Request for Proposal and has full knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the proposer's own risk.

The information contained herein is believed to be accurate, but is not intended to be an expressed or implied warranty.

Exceptions, substitutions and deviations: Proposers taking exception to the specifications indicated herein must be clearly stated on attached sheets. The absence of such exceptions shall indicate that proposer has not taken exceptions and items offered are in strict compliance with the specifications and successful proposer(s) will be held responsible thereof. The City reserves the right to accept any and/or all of the exceptions, substitutions, or deviations as deemed to be in the best interest of the City. Proposers will not be allowed to make unauthorized substitutions after award is made.

Force Majeure: Neither party shall be required to perform any term, condition or covenant in this contract so long as such performances are delayed or prevented by force majeure, which shall mean acts of nature, strikes, lockouts, material, or labor performance restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of the party required to perform and which by the exercise of due diligence said party is unable, wholly or in part, to prevent or overcome.

Funding: The City of Watauga is a home-rule, municipal, government operated and funded on October 1st to September 30th fiscal year; accordingly, the City reserves the right to terminate, without

liability to the City, any contract for which funding is not available.

Historically Underutilized Businesses (HUB): HUB businesses are strongly encouraged to participate in all purchasing activities of the City. While this is an important goal of the City, it may not necessarily be a determining factor in the award criteria, except where required by state or city laws, ordinances, statutes, etc. If an HUB goal has been established for this proposal, the applicable documents must be submitted within five (5) business days after the proposal opening date, exclusive of the proposal opening date.

Identical proposals: In the event of two or more identical low proposals, the contract shall be awarded as prescribed by Texas Local Government Code Chapter 271, subchapter Z, Section 271.901.

Inclement weather: In case of inclement weather or any other unforeseen event causing the City to close for business on the date a proposal submission deadline, the proposal closing will automatically be postponed until the next business day the City is opened. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addenda to all known proposers interested in the project to extend the deadline. It will be the responsibility of the proposer to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgement call to extend any deadline.

Indemnification: Proposer shall defend, indemnify, and save harmless the City, and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property because of any negligent act or fault of the proposer, or of any agent, employee, subcontractor, or supplier in the execution of, or performance under, any contract which may result from proposed award. Proposer indemnifies and will indemnify and save harmless the City from liability, claim, or demand on their part, agents, servants, customers, and/or employees whether such liability, claim, or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways, or approaches of or to the facilities within which the occupied premises are located. Proposer shall pay any judgment with costs that may be obtained against the City growing out of such injury or damages.

Interlocal agreement: Other governmental entities utilizing interlocal agreements with the City of Watauga, may desire, but are not obligated, to purchase goods or services, defined in this proposal solicitation from the successful proposer. All purchases by governmental entities, other than the City of Watauga, will be placed, billed and paid directly by the governmental entity. The City of Watauga will not be responsible for another governmental entity's debts. Each governmental will place their own orders with the successful proposer and be responsible for ensuring full compliance with the specifications.

Invoices: Invoices should be submitted for payment to:

City of Watauga
Accounts Payable
7105 Whitley Road
Watauga, Texas 76148

Late proposal responses: Proposals received after the official closing date and time will be considered void and unacceptable. The City is not responsible for lateness or non-delivery of mail, courier, etc., and the time and date recorded by the City of Watauga shall be the official time of receipt of the proposal. It is the policy that late proposals be returned to the sender unopened provided there is a return address. However, if a late proposal is opened by staff in error, under no circumstances

will the late proposal be considered, even if opened. Proposer is solely responsible for ensuring that proposals are received by the City of Watauga on or before the proposal response due date and time.

Liens: Proposer agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided under the City's request, by seller or seller's proposer(s). Upon request, a proper release for all liens, or satisfactory evidence of freedom from liens, shall be delivered to the City.

Minimum standards for responsible prospective proposers: A prospective proposer must affirmatively demonstrate a proposer's responsibility. The City of Watauga may request representation and other information sufficient to determine proposer's ability to meet these minimum standards including but not limited to:

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with the required or proposed delivery schedule
- Have satisfactory record of performance
- Have a satisfactory record of integrity and ethics
- Not have any outstanding taxes, child support, or other indebtedness to the State of Texas or the City
- Be otherwise qualified and eligible to receive an award

No proposals: If proposer does not wish to proposal at this time but wishes to remain on the proposal list for this product/service, please submit a "no proposal" form by the same time and at the same location as stated for proposal. If response is not received in the form of a "proposal" or "no proposal" for three consecutive requests, proposer shall be removed from the interest proposal list. If however, you choose to "no proposal" this product and/or service and wish to remain on interest proposal list for other commodities and/or services, please state particular product and/or service under which you wish to be classified. The City of Watauga is very conscious and extremely appreciative of the time and effort you have expended to submit a proposal. We would appreciate you indicating on your "no proposal" response any requirements of this proposal request, which may have influenced your decision to "no proposal".

No third-party beneficiary: For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with the City or proposer or both; and (2) the terms of this contract are not intended to release either by contract or operation of law, any third person or entity from obligations owing by them to either the City or proposer.

Nondiscrimination: Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations. Proposers shall certify to and comply with EEO regulations.

Non-resident proposers: Texas Government Code, Chapter 2252: non-resident proposers. Texas law prohibits cities and governmental entities from awarding contracts to a non-resident unless the amount of such proposal is lower than the lowest proposal by a Texas resident by the amount a Texas resident would be required to under proposal in the non-resident proposer's state.

Open Records: Please note that all information, including financial information, submitted as part of this proposal become the property of the City and may be subject to the provisions of the Texas Open Records Act, Chapter 552, of the Texas Public Information Act. All documentation shall be open for public inspection, except for trade secrets and confidential information so identified by proposer as such. The City will follow all requirements and procedures in the Public Information Act when responding to requests for disclosure of documents.

All material submitted becomes public property and is subject to the Texas Open Records Act upon receipt. If a proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure.

Ownership of documents: Proposals submitted in response to this Request for Proposal become the property of the City and is subject to the Texas Public Information Act after the announcement of award is made.

Original documents, including plans, designs and notes developed in connection with services or commodity provided hereunder belong to, and shall remain the property of the City. The proposer may receive reproducible copies of such documents upon request. Some of these documents, if patented, trade secrets or proprietary in any way, and are so noted in the proposal, may not be subject to the Texas Open Records Act, Chapter 252, Subchapter C, Section 252.049 (Vernon's Texas Codes Annotated).

Proposers should be aware that the proposal and the contents of the successful proposal will become part of any subsequent contractual document that may arise from this proposal. In cases of discrepancy between the proposal and the proposer's submittals, the proposal will rule.

Patents/Copyrights: Successful proposer agrees to protect the City of Watauga from claims involving infringements of patents and/or copyrights.

Payment: Payment will be made upon receipt of goods or completion of services and acceptance by the City and receipt of a valid invoice. All payment terms shall be net 30, and shall be made on approved invoices in accordance with the Texas Prompt Payment Act.

Payment, performance, and maintenance bonds: When payment, performance, and/or maintenance bonds are required, the successful Proposer(s) must provide the bonds in the amounts and on the conditions required within fourteen (14) business days after notification of award, or as otherwise required by the specifications.

Payment provision: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251 of the Texas Government Code.

Pre-printed terms and conditions / proposers contract documents: Proposers pre-printed terms and conditions or restrictions commonly appearing or attached with the proposal and/or proposer's specification material and contract documents will be disregarded in the absence of a noticeable written statement from proposer that all or a particular portion of such writing are in addition to or supersede the City terms and conditions. Even with a written statement from proposer, City's terms and conditions may prevail.

Presentation of proposals: No oral, telegraphic, telephonic, or facsimile proposals will be considered unless otherwise noted.

Pricing: Price(s) proposal must be held Proposer for ninety (90) days to allow for evaluation and approval unless otherwise noted in the Request for Proposal documents.

Prohibition of boycott of Israel: House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on contracts with companies boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that (a) it does not boycott Israel, and (b) will not boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean 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 with Israel or in an Israel-controlled territory, but does not include an action made for ordinary purposes.

“Company” is defined to mean a for-profit sole proprietorship, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

Proprietary Information: All material submitted becomes public property and is subject to the Texas Open Records Act upon receipt. If a proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Protest: All protests regarding the proposal solicitation process must be submitted in writing to the City purchasing office within five (5) working days following the opening of proposals. This includes all protests relating to advertising of the proposal notices, deadlines, proposal opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties within the proposal process.

This limitation does not include protests relating to staff recommendations as to award of this proposal. Protests to staff recommendations may be directed to the City Council by contacting the City Secretary.

Failure to protest within the time allotted shall constitute a waiver of any protest.

Purchase order: The City of Watauga will generate a purchase order to the successful Proposer(s) upon award. The purchase order number must appear on all invoices, packing lists and all related correspondence. The City will not be responsible for any orders placed and/or delivered without a valid purchase order.

Questions, clarifications and issuance of addenda: In order to ensure a fair and objective evaluation, all questions related to this Request for Proposal are to be addressed to the Watauga purchasing office. Contact with any other city employee is expressly prohibited without prior consent of the purchasing office. Proposers directly contacting other city employees will risk elimination of their proposal from further consideration.

Any explanation, clarification or interpretation desired by a proposer regarding any part of the Request for Proposal must be requested from Jennifer Walls, City of Watauga Purchasing Agent no later than 5:00PM (CST) Friday, February 15, 2019.

Remedies: The successful proposer and the City of Watauga agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

Review of documents: Proposers are expected to examine, making all necessary investigations required to be fully and thoroughly informed as to all difficulties that may be encountered in the complete execution of all work in accordance with the contract documents. Each proposer shall examine all specifications, requirements and other data or instructions pertaining to the work. Proposers shall promptly notify the City of Watauga of any omission, ambiguity, inconsistency or error that they may discover upon examination of the documents. The City assumes no responsibility for any errors or misrepresentations that result from incomplete proposals. No plea of ignorance of conditions that exist, or difficulties or conditions concerning the work to be performed, or execution of the work shall be accepted as an excuse for any failure or omission on the part of specifications documents governing the work. The Proposer(s) awarded the contract shall not be allowed any extra compensation by reason of any matter or aspect prior to the proposal.

Right of inspection: City shall have the right to inspect the goods upon delivery before accepting them. Proposer shall be responsible for all charges for the return to proposer of any goods rejected as being nonconforming under the specifications.

Rights of the City: Until and unless any proposal is accepted, this proposal is not in any way to be construed as an agreement, obligation or other contract between the City and any person or proposer submitting a proposal, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposal documents or in anticipation of a contract. Nothing herein shall create an obligation on the part of the City to do business with the proposer in this proposal process.

All costs associated with developing or submitting a proposal in response to this request shall be the sole responsibility of the proposer. The City assumes no responsibility of these costs.

The City may investigate the qualifications of any proposer under consideration, require confirmation of the information furnished by the proposer and require additional information. Contract award will be made at the sole discretion of the City, based on the evaluation of all responses to the proposer that is determined to be the best qualified to perform the scope of services.

This proposal does not commit the City to enter into a contract. The City reserves the right to award one, more than one, or no contract(s) in response to this proposal. The City reserves the right to waive any formalities and irregularities, request additional information, reject any submission or cancel the entire process should it be deemed in the best interest of the City.

In determining the best value for the City, the City may consider the following per Local Government Code Chapter 252.043:

- The purchase price
- The reputation of the proposer and of the proposer's goods or services
- The quality of the proposer's goods or services
- The extent to which the goods or services meet the City's needs
- The proposer's past relationship with the City
- The impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations

- employing persons with disabilities
- The total long-term cost to the City to acquire the proposer's goods or services
- Any relevant criteria specifically listed in the request for proposals or proposals

In addition, the City reserves the right to:

- Obtain clarification of any point in a proposer's response or to obtain additional information necessary to properly evaluate a particular response
- Reject any or all proposals
- To terminate this proposal, and reissue a subsequent solicitation, and/or remedy technical errors in the proposal process
- To waive any formalities and irregularities in the submissions or proposals received
- Accept or reject any and/or all responses to this Request for Proposal as it shall deem to be in the best interest of the City
- May request representation and other information sufficient to determine proposer's ability to meet the minimum standards as indicated herein
- The City operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available
- Specify approximate/estimated quantities
- Extend the opening date and time
- Consider and accept alternate proposals, if specified in the documents, when most advantageous to the City
- Waive as an informality minor deviations from specifications, provided they do not affect competition or result in functionally unacceptable goods or services
- Waive any minor informality in any proposal or procedure (a minor informality is one that does not affect the competitiveness of the proposer)
- Add additional terms or modify existing terms in the proposal
- Reject any proposal because of unbalanced unit prices
- Reissue a proposal
- Procure any item by other means

Senate Bill 252: Senate Bill 252, effective September 1, 2017, prohibits governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization. Senate Bill 252 amended the Texas Government Code to add Chapter 2252, Prohibition on contracts with certain companies. This Bill prohibits state agencies from contracting with or investing in companies that do business with Iran or designated foreign terrorist organizations.

"Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

"Government contracts" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2254.

Severability: If any provision of this contract or the applicable thereof to any person or circumstances is held invalid, the remainder of this contract and the application of such provision to other persons or circumstances shall not be affected.

Signature: Proposer must sign each document in the Request for Proposal requiring a signature (when applicable). A proposal may be signed by an authorized agent of the Proposer to sign contracts on its behalf. The name and title of the individual(s) signing the proposal must be clearly shown.

Silence of specifications: Apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this proposal shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item proposal.

Submission of proposals: Qualified proposers are invited to submit proposals outlining their qualifications, competence and capability to provide Collection Services as specified herein.

It shall be the responsibility of each submitting proposer to ensure proposal is turned in to the City of Watauga before the due date and time. The official time shall be determined by the clock located in Watauga City Hall Council Chambers.

Proposals are due no later than 10:00 AM (CST) on Friday, February 22, 2019. Late proposals will not be accepted under any circumstances.

Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to delivery difficulties.

All costs associated with preparing a proposal in response to a solicitation shall be the full responsibility of the proposer.

Each proposer must furnish the information required by the Request for Proposal on the documents provided. Proposals submitted on other than the forms included in the packet, unless otherwise instructed, may be considered non-responsive. Any attempt to alter the wording in the proposal may result in rejection of the proposal.

All required documents are to be complete and accurate with all appropriate signatures. Packages are to be sealed and clearly identified.

Submittals cannot be altered or amended after the closing date. Submittals will be publicly acknowledged in the Watauga City Hall Council Chambers located at 7105 Whitley Road, Watauga, Texas 76148 at the time and date specified. All interested parties may be present.

Taxes: The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in any contract that may be awarded from this Request for Proposal.

Taxes, unemployment benefits, etc.: The successful proposer hereby accepts exclusive liability for, and agrees to indemnify the City against liability for payment of any contributions or taxes for unemployment insurance, old ages pensions or annuities or other purposes now or hereafter imposed by the Government of the United States and/by the Government of any State of the United States, which are in whole or in part measured by and/or based upon the wages, salaries, or other remuneration paid to persons employed by the successful proposer on work in connection with this contract.

Termination: The City of Watauga reserves the right to terminate this agreement with ten (10) working days written notice if the successful Proposer(s) fails to perform in a manner deemed unacceptable to the City. Upon delivery of such notice by the City to the successful Proposer(s), Proposer(s) shall discontinue all services in connection with the performance of this agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Proposer(s) shall submit a statement to the City for payment of that portion of the agreement successfully performed.

Termination for convenience: This contract may be cancelled or terminated at any time by giving proposer thirty (30) days written notice. Proposer may be entitled to payment for services actually performed or goods delivered; to the extent said services and/or goods are satisfactory.

Termination for default: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful Proposer(s) fails to:

- Meet schedules
- Make payment of any fees
- Perform in accordance with the contract

In the event the successful Proposer(s) shall fail to perform, keep or observe any of the terms and conditions, the City shall give the successful Proposer(s) written notice of such default. If said default is not remedied to the satisfaction and approval of the City within ten (10) working days of receipt of such notice by the successful Proposer(s), default shall be declared and all the Proposer(s) rights shall terminate. The Proposer(s), in submitting this proposal, agrees that City shall not be liable to prosecution for damages in the event that the City declares the Proposer(s) in default.

Termination for insolvency: The City may terminate this contract/agreement forthwith if any of the following occur:

- Insolvency of the Proposer(s) (proposer shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not is insolvent within the meaning of such laws)
- The filing of a voluntary or involuntary petition regarding proposer under the Federal Bankruptcy Code
- The appointment of a Receiver or Trustee for Proposer(s)
- The execution by Proposer(s) of a general assignment for the benefit of creditors

Termination of contract: If this award results in a contract, it shall remain in effect until the contract expires, the performance of services are completed, or termination by the City. In the event of termination, the City reserves the right to award to next best proposer as they deem to be in the best interest of the City.

Further, the City may cancel this contract without expense to the City in the event funds have not been appropriated for expenditures under this contract.

This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered. Either party may also terminate the contract with thirty (30) days written notice prior to any cancellation.

When the City has reason to question the proposer's intent to perform, the City may demand that

written assurances of intent to perform be provided. In the event such a demand is made, and no assurance is given within ten (10) working days, the City may treat this failure as an anticipatory repudiation of the contract.

Termination without cause: The City shall have the right to terminate the contract, in whole or in part, without cause at any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Proposer(s) shall promptly cease placing orders and all further work pursuant to the contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the proposer, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

Title and risk of loss: The title and risk of loss of goods shall not pass to the City of Watauga until the City actually receives and takes possession of the goods at the point(s) of delivery, after inspection and the acceptance of goods.

Unauthorized communications: In order to ensure a fair and objective evaluation, after the release of this solicitation, proposers' contact with unauthorized City personnel or Official regarding this proposal, evaluation, and award process is strictly prohibited.

Contact with personnel of the City of Watauga other than Jennifer Walls, City of Watauga Purchasing Agent, regarding this Request for Proposal may be grounds for disqualification.

Requests for explanations or clarifications may be emailed to jwalls@wataugatx.org. Emails must clearly identify the Request for Proposal number and title.

If it is determined that a clarification is required, such clarification shall be issued in writing in the form of an addenda. Sole issuing of addenda shall be vested in the purchasing office. Addenda shall be sent to all who are known to have received a copy of the proposal. Proposers shall acknowledge receipt of all addenda within the proposal responses.

Interpretations, corrections, or changes to the proposal made in any other manner are not binding, and proposers shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before award are not binding. It is the sole responsibility of the proposer to check with the City of Watauga or Demandstar websites to ensure that all available information has been received prior to submission. The City will not be held liable for any addenda information not received by proposer.

Venue: The contract will be governed and construed according to the laws of the State of Texas. The contract is performable in Tarrant County, Texas. Venue shall lie exclusively in Tarrant County, Texas.

Wages: Proposer shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend and hold harmless the City, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, Social Security, unemployment, Federal Income Withholding Taxes, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law, including but not limited to, FLSA, for work performed by proposer employees for which the City may be found jointly or solely liable. In the event of a Public Works project, the City and the contract are also governed by the Davis-Bacon prevailing wage rate.

Waiver: No waiver by either party of any breach or any provision of this contract shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from

time to time, any provision of this contract shall not be construed as a waiver thereof.

Warranty: Guarantees and warranties shall be attached as a part of the proposal as they shall be a consideration in awarding the contract. The successful Proposer(s) shall warrant that all products/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title. If any of the work in accordance with this proposal is found to not be in accordance with the requirements of the documents, the proposer shall correct such work promptly after receipt of written notice from the City, architect, engineer, or other entity as the proposal documents may provide. This obligation shall survive acceptance of the work under the contract and termination of this contract. If supplier fails within a reasonable time after written notice, to correct defective work, to remove and replace rejected work, or supplier fails to comply with any provision in the contract document, either the City or its designee may, after ten (10) days written notice to proposer, correct and remedy any such deficiency and bill said proposer for actual expenses incurred.

Withdrawal: A proposal may not be withdrawn or cancelled by the proposer without permission of the City for a period of ninety (90) days following the date designated for receipt of proposals, and proposer so agrees upon submittal of the proposal.

Withdrawal/ modification of proposals: A proposer may withdraw a proposal at any time prior to the final submission deadline upon presentation of acceptable identification. The proposer may thereafter submit a new or modified proposal prior to the final submission date.

Any submitted proposal may be withdrawn, revised or substituted if a written notice is submitted to the Watauga purchasing office prior to the submittal deadline.

Any interlineations, alteration, erasure or other amendment made before the submittal deadline, must be signed or initialed by the proposer or authorized agent, guaranteeing authenticity. Proposals cannot be altered, amended or withdrawn by the proposer after the submittal deadline. Modifications offered in any other manner, oral or written, will not be considered. A final proposal cannot be changed or withdrawn after the designated time for receipt, except for modifications/clarifications requested by the City after the date of receipt.

SUBMISSION OF PROPOSALS:

All proposals shall be sealed and clearly labeled on the front of the package with:

SEALED PROPOSAL: # 19-006 GROUNDS MAINTENANCE

OPENING DATE: FRIDAY, FEBRUARY 22, 2019 AT 10:00 AM

Mail or deliver responses to the following address:

City of Watauga
Purchasing Office
7105 Whitley Road
Watauga, TX 76148

Sealed proposals will be received until 10:00 AM (CST) on Friday, February 22, 2019 by the City of Watauga, Texas Purchasing Office at which time they will be publicly opened. Responses received after the closing date and time will not be considered.

Once the submittal deadline has passed, any proposal shall constitute an irrevocable statement to provide the commodities and/or services set forth in this Request for Proposal. Such proposals shall be irrevocable until the earlier of the expiration of ninety (90) days from the submission deadline, or until a contract has been awarded by the City.

METHOD OF AWARD – BEST VALUE RANKING APPROACH

The City of Watauga intends to award a contract to the Proposer who provides goods and services at the best value for the City of Watauga. The City may choose to award the contract based on the lowest responsive, responsible proposal or the best value ranking, whichever is deemed to be in the best interest of the City. In determining the best value for the City of Watauga, the City will consider price and relevant experience/references to the extent to which the goods and services conform to the specifications herein.

Measurable criteria are used to determine the best value ranking. The measurable criteria are added together to determine the Proposer's total score. The Proposer with the highest score has the highest ranking. The award shall be made to the Proposer with the highest ranking. If there is only one response to the solicitation, the evaluation process may be waived and award may be made to the only responsive, responsible Proposer.

An evaluation committee will evaluate the information provided by the Proposer(s) in response to the established measurable criteria contained in the solicitation. The combined score of all committee members for each Proposer is the score to be used to determine the ranking for the Proposer. Award will be made to the proposer with the highest ranking.

Proposal Evaluation Factors

Points	Factor
30	Overall Price for Services
35	Experience Providing Required Services/Past Experience/References
25	Ability to Provide Required Services
10	Completeness of Proposal Submission of Required Information

Each Proposer is responsible for submitting all relevant, factual, and correct information with their proposal. The evaluation committee will assign a ranking score to each Proposer based on the available data. If additional sheets are attached to the proposal specification package, the Proposer shall clearly cross-reference the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.).

Price: (30 points) the Proposer with the lowest price receives the maximum score. The Proposer with the next lowest price receives points based on dividing his price into the next lowest price and multiplying that percentage by the available points. For example, assume \$30,000 is the low offer, then that Proposer would receive 30 points ($\$30,000/\$30,000=1.00 \times 30=30$). Assume \$35,000 is the next low offer, then that bidder would receive 25.7 points ($\$30,000/\$35,000=0.86 \times 30=25.7$), etc.

Experience Providing Required Services/Past Experience/References: (35 points) 35 points will be the maximum point value given to the Proposer. The Proposer's point value will be based on their measured score. Evaluation of the Experience Providing Required Services/Past Experience/References shall be based on submittals regarding the following information:

1. Equipment to perform contract requirements
2. Number of employees to perform contract requirements/Personnel Information
3. Experience with contracts similar in size and scope
4. Proposer shall provide a minimum of three (3) current references with the proposal response.
5. References shall be from clients the Proposer has served in a similar capacity within the last 24 months, preferably municipalities in the Dallas/Fort Worth metroplex area.

Failure to meet any of the above requirements may result in Proposer receiving zero points in this area.

Ability to Provide Required Services: (25 points) 25 points will be the maximum point value given to the Proposer with the highest rated ability to perform the required services listed in the proposal for the City of Watauga.

Failure to include references could be grounds for the proposal to be considered non-responsive.

Completeness of Proposal Submission of Required Information: (10 points) 10 points will be the maximum point value given to the Proposer with the

1. A cover letter introducing the firm and the individual who will be the primary contact person. Include an outline of firm history and philosophy.
2. Specific qualifications regarding experience in grounds maintenance.
3. A description of the firm's organization and staff.
4. A pricing structure complete with details of proposed process detailing the collection of delinquent accounts.
5. Provide three references of current contracts and three references of past contracts.
6. All forms provided by the City of Watauga – completed and signed by the proposer.

PROPOSAL EVALUATION

The City reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities for the best interest of the City. The City reserves the right to determine "or equal" status.

It is the intention of the City of Watauga to award to one Proposer.

PROPOSER SELECTION

If awarded, the contract shall be based on the City's evaluation criteria of price, experience, references, and compliance with proposal requirements. A responsive Proposer shall have submitted a complete sealed proposal packet within the stated timeline and in accordance with the specifications. A responsible Proposer shall demonstrate the ability to successfully deliver the supplies, equipment and/or services being procured.

A **responsive** Proposer is defined to be one who submits a completed sealed proposal packet within the stated time deadline and in accordance with the bid specifications.

A **responsible** Proposer is defined to be one who demonstrates via their responses to the selection criteria his or her ability to successfully deliver the supplies, equipment, or services being procured.

EXAMINATION OF DOCUMENTS, SITE AND CONDITIONS

Before submitting proposal, it is highly recommended Proposers should:

1. Carefully examine the specifications and the contract documents, including the proposal form.
2. Be fully informed of existing conditions and limitations.
3. Visit the site of work. Determine routes of ingress and egress for completing entire project.
4. Include in the proposal, sufficient compensation to cover all work and guarantee items required by the agreement.
5. Include Proposer's site examinations, measurements and prior professional experience in submitting proposal.

PROPOSERS QUALIFICATION REQUIREMENTS

Each Proposer is responsible for submitting all relevant, factual and correct information with their proposal. The below listed criteria will be assessed by the Proposers submitted data. If additional sheets are attached to the proposal specification, the Proposer shall clearly cross-reference the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.).

1. Any Proposer wishing to be considered for providing the services described in this proposal shall submit one (1) original and two (2) copies of each proposal, totaling three (3) submissions in a sealed envelope or box.
2. Grounds maintenance service Proposer shall have a minimum of five (5) consecutive years' experience in grounds maintenance, which includes, but not limited to, manicured grass maintenance.
3. Proposer shall have successfully completed a grounds maintenance contract of similar size and scope of these contract specifications.
4. *Proposer must submit with their proposal, a list of equipment to be used for this contract. The list of equipment should include type of equipment, quantity, manufacturer, hours of usage, and equipment age (year). Equipment can be subject to inspection by the City representative. Proposer may use attached "Maintenance and Support Equipment" form.*
5. Proposer shall have in their employment at the time of proposal the minimum number of employees to successfully execute the work as specified or provide evidence of such ability to execute the contract if proposals are submitted during a period of reasonably accepted offseason downsizing.
6. Proposer shall provide a minimum of three (3) current references with the proposal. References shall be from clients the Proposer has served in a similar capacity within the last 24 months, preferably municipalities in the Dallas/Fort Worth metroplex area.

PROPOSER'S RESPONSIBILITY FOR WORK

1. The Proposer shall be responsible for the complete performance of all of the work under the Contract.
2. Proposer shall be responsible for furnishing all tools, equipment, labor, supplies and incidentals required to complete the work.

CANCELLATION

The Proposer shall strictly comply with the provisions of the contract with an adequate number of quality personnel and equipment to perform the work described in these specifications. Non-performance or non-compliance with the requirements of this specification by the awarded Proposer shall be basis for the termination of the contract by the City.

The Proposer shall be given forty-eight (48) hours following receipt of notification of default in which to remedy the deficiencies. If the deficiencies are not remedied as a result of the notification, the contract shall be terminated.

At the discretion of the City, subsequent notification(s) may be issued upon the occurrence of each default(s) and the Proposer shall have forty-eight (48) hours following receipt of the second notification to remedy the deficiencies. If deficiencies are not remedied following the subsequent notification(s) period, the Proposer shall be deemed in default of the contract and the contract shall be terminated.

The City shall not pay for services that are deemed by the City to be unsatisfactory. Proposers will be given reasonable opportunity, before termination, to correct any deficiencies; however, this in no way may be construed as negating the basis for cancellation.

GENERAL SPECIFICATIONS

Under these specifications Proposer shall provide a complete and professional job for each grounds maintenance task assigned by the Parks and Recreation Department. The omission, within a proposal submittal of specific reference to any equipment, materials, or labor necessary for performance of contract per specifications, shall not relieve Proposer of responsibility for furnishing such equipment, materials, or labor.

Proposer must submit a completed list of equipment to be used for this contract, on the enclosed Maintenance and Support Equipment Form.

The successful Proposer shall furnish all supplies, tools, and equipment to be used on the job. No chemicals, herbicides (weed-killers), insecticides, fungicides, or fertilizers are to be used without the written approval of the City representative.

The successful Proposer shall comply with all applicable governmental laws and regulations.

The City shall not be liable for any loss or damage sustained by the Proposer. Proposer shall hold the City harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with their performance of work under this agreement. The successful Proposer shall exercise every necessary precaution for the safety of the work site and the protection of any kind and all persons and/or property located adjacent to or making passage through the work site. Pedestrians shall have

right of way and be yielded to by all personnel. All mowing equipment is to have functional debris deflectors in place at all time. Deflectors are to be standard, manufacturer approved equipment.

Proposer is to provide all equipment, materials, and labor necessary to complete the required work at their own expense. Proposer shall be responsible for the maintenance and repairs of all equipment.

All maintenance equipment, operating on public Watauga streets or rights of ways, shall display approved slow moving equipment symbols, flags and other safety equipment as required.

Proposer shall be responsible for the behavior of all employees. Employees will act and behave in a professional manner at all times. All grounds maintenance personnel shall wear approved orange safety vests while operating equipment on City medians or rights of ways. Proposer shall be responsible for placing signs and/or traffic cones as necessary while performing maintenance on City medians, parkways, and rights of ways. No passengers shall be allowed on tractors or other mowing equipment.

The Proposer shall be responsible for providing traffic control, where necessary, during median and right of way operations consistent with the provisions set forth in the “**2014** Texas Manual on Uniform Traffic Control Devices for Streets and Highways” issued under the authority of the “State of Texas Uniform Act Regulating Traffic on Highways”, codified as Article 6701d Vernon’s Civil Statutes, pertinent sections being Section Nos. 27, 29, 30 and 31.

The successful Proposer must provide a valid telephone number and address at all times to the designated City representative. The telephone number must be answered during normal working days, at least to take a message.

The successful Proposer shall submit an invoice for the month that maintenance was completed within ten (10) days after completion of that month for a monthly payment.

The successful Proposer shall operate as an independent contractor and not as an agent, representative, partner or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful Proposer’s employees or agents.

Proposer shall not transfer or assign these services to other agencies without prior written consent of the City of Watauga.

Unit prices are to reflect the charges for mowing and associated tasks at each location.

The successful Proposer will be responsible for any damages to the irrigation system(s) due to negligence on the part of the Proposer or the Proposer’s representative. Any damage to an irrigation system is to be reported immediately to the City representative.

The City representative reserves the right to cancel scheduled mowing cycle on a week-to-week basis, based upon need, prevailing weather conditions and available funding. Contract is pay as perform for all maintenance tasks.

At the time a Proposer has been awarded, prior to the Proposer’s first cycle, City staff will do a walk through with Proposer representative of the irrigation systems for inspection. Irrigation system maintenance is maintained by in-house staff which included regular inspections of all systems.

The intent of the City is to send weekly work order requests that will be routinely standard. This process can be revised with the awarded Proposer for efficiency and clarity between City expectations and Proposer.

SPECIFICATIONS – OPTION # 1 – GROUNDS MAINTENANCE: MUNICIPAL AREAS

Option # 1 – Grounds Maintenance: Municipal Areas includes maintaining the turf and landscape beds at all locations identified.

Proposer will be responsible for the municipal areas (area maps are included within this packet):

- Animal Service Center
- Municipal Complex (City Hall/Police Station/Library)
- Department of Public Works (water tower)
- Recreation Center – excluding the league athletic game fields which will be maintained by City staff.
- Central Fire Station

Sports fields in park areas are excluded on estimated square footage measurements for this option. The areas to be maintained are detailed within the specifications.

Mulch on properties is to be handled in-house by City staff. If any mulch scatters around tree wells during mowing it should be raked back into the well areas by Proposer.

Fertilization is done by in-house staff.

Mowing schedules will be determined during the negotiations of contract details.

REQUIREMENTS

1. The successful Proposer shall be responsible for mowing all designated turf areas; edging all turf along walks, curbs, plant beds, signs and other obstacles; removing all litter, fallen limbs from the entire property and hauling such debris away. Turf areas, which cannot be maintained with mowing equipment, shall be cut to specified turf height using a string-line trimmer. Mulching or grass cycling shall be the only acceptable manner for cutting turf areas. Scalping or an uneven finish to cut turf will not be acceptable. The property is to be free of windrows and chopped paper. Litter must be removed from turf before mowing. The successful Proposer shall leave the area with a finished appearance with walks and curb areas appearing to have been swept. The successful Proposer shall not simply blow litter, leaves, clippings, etc. into the streets or other property. All expansion joints, bridge abutments, light poles, signs, irrigation control boxes and equipment, irrigation valve box covers, trees and other maintenance barriers that fall within these designated grounds maintenance areas will also require trimming of grass and weeds on the specified maintenance schedule unless otherwise specified by the Parks and Recreation Department. Grass and weeds growing over irrigation valve box covers shall be trimmed back to edge where valve box meets soil. Grass and weeds in expansion joints shall be cut flush with the pavement or treated with an approved herbicide.
2. The successful Proposer shall pick up and remove all broken glass and trash from paved areas and turf. Any hazardous condition or any damage to City property is to be reported to the designated City department representative immediately.
3. The successful Proposer shall maintain all properties with water features up to the water's edge.

4. Unless otherwise instructed, the successful Proposer shall accomplish all tasks and, mowing cycles per schedules as agreed to by the designated City representative.

The successful Proposer and designated City representative will agree on a regular day and time for maintenance at each location. The schedule may be agreed on each week or each month. Any variance from the prescribed schedule will require a minimum of twenty-four (24) hour advance notification to the designated City representative. A weekly approved property list will be provided by the Parks Department. Maintenance cycles shall be completed by Proposer as specified by the Parks and Recreation Department. If wet weather renders grounds too soft to carry weight of maintenance equipment without significant rutting, Proposer shall not perform maintenance when wet grounds conditions will cause serious damage to grounds, turf, and irrigation equipment or other City infrastructure. Proposer shall notify the City of any significant delays (greater than 24 hours) in the maintenance schedule resultant from wet conditions.

5. Wildflowers of significant stands are not to be mowed from March through June. Proposer will consult with City and receive approval before mowing any areas containing wildflowers in bloom.
6. The successful Proposer will be required to e-mail a designated City representative to report work accomplished weekly as maintenance is accomplished under this agreement. EXCEPTION: Work specified for weekends only will be reported to the designated City representative on the following Monday.
7. Proper equipment shall be used to prevent any inconsistencies in mowing height or unevenness to turf. Equipment shall be maintained in a manner to consistently produce a level and/or even cut to all turf areas. The successful Proposer shall set mowing equipment to cut Bermuda grass areas to a height of two inches (2") unless otherwise instructed by the designated City representative. St. Augustine grass shall be cut at a two inch height (2") or as instructed by the designated City representative. All changes in mowing height are to be approved by the City department representative. All mowing must conclude by the end of the Parks Department workday. EXCEPTION: Work specified for weekends only must be completed by Sunday.
8. Edging along curbs and sidewalks must be cut with steel blade equipment or string-line trimmer to give a vertically cut edge.
9. The successful Proposer will not be permitted to mow within 18" of each tree in order to avoid damage to the trees.
10. The successful Proposer shall be responsible for any damage done to plant material or other property during the maintenance operation. Successful Proposer shall be responsible for replacement of all trees, shrubs, and groundcover destroyed by the successful Proposer, employees or agents of the Proposer during the maintenance operation. Trees and shrubs must not be bumped or marked by mowing or edging equipment. The successful Proposer must report damage immediately to the designated City representative. Damage to trees, tree collars and tree water bags will be assessed at \$50.00 for each instance. Proposer shall give instruction and insure that all maintenance personnel refrain from string trimming around tree trunks in a manner which disturb or damage tree bark. Proposer shall also give instruction to their maintenance personnel and insure that no trees are damaged during mowing operations. Tree wells damaged during contract performance shall be restored to their original condition, by the Proposer, at no additional charge to the City. Such restoration shall be completed within two (2) working days after damage occurred.

11. All mowing is to be accomplished on **Mondays by 5:00 p.m.**, weather permitting. Maintenance at City Hall complex will be performed before/after hours of operation or on weekend.
12. Proposer shall instruct staff to yield to building patrons, disengage equipment PTO, and cease string-trimming or blowing while patrons are present in the immediate area of work.
13. It shall be **mandatory** that a review of the contracted areas be conducted prior to beginning the first mowing cycle. Such a review shall be attended by the successful Proposer and the assigned inspector.
14. **QUALITY ASSURANCE** - The grounds will be inspected by the appropriate City representative to insure compliance with the specifications after each mowing.
15. After fertilization and/or abundant rainfall, it may be necessary to mow some areas twice per week in lieu of once per week. The City representative will specify to the Proposer which areas will need additional mowing.

LANDSCAPE BED MAINTENANCE SPECIFICATIONS

Below are minimum specifications regarding the landscape bed maintenance for municipal areas.

1. Each tree and shrub shall be pruned, in accordance with standard horticultural practices, to preserve the natural character of the plant in the manner fitting its use in the landscape design and at a weekly, biweekly, or monthly frequency to maintain a manicured appearance.
2. Pruning cuts shall be accomplished leaving no stub cuts, flush cuts, rips and tears, or straight cuts. Cuts shall be made back to a node or point of origin. All plant material removed during the pruning operation shall be cut off cleanly. All trees are to be trimmed so the natural form and shape of the tree is maintained.
3. All dead, dying, broken, and or diseased plant material shall be removed as needed, by thinning out and shortening branches. Removal of root suckers and water sprouts shall be removed as needed.
4. Do not treat cut surfaces with commercial tree paint.
5. All walks, pavements and roadways shall be swept or blown clean upon completion of the work. Under no circumstances is debris to go into **roadways** or **walkways**.
6. Contractor to remove all clippings from shrub tops, bases, and adjacent areas.
7. Pruning equipment is to be maintained in a sharp and mechanically functional condition, to provide a precise and clean cut. Pruning equipment is to be sterilized after each tree to prevent the spread of disease.
8. Contractor shall not allow any performance of work if there is a reasonable possibility of any limb or debris falling on vehicles or persons.
9. Trees are to be pruned (where practical, and not detrimental to the form and growth of the tree) to provide a minimum of seven (8) feet of clearance, from first lateral branching to the ground. For small trees, it may not be practical or beneficial to adhere to the seven (7) foot minimum first branching height. Horticultural and aesthetic discretion is to be utilized.

10. Pruning of pine trees should only include elevation of bottom branching to a maximum of two (2) feet from the ground. Any other pruning of pines should include only pruning of dead or diseased branches or other trimming specifically requested by the City.

11. Under no circumstances shall a partially cut limb or tree be left standing during rest breaks, lunch breaks or overnight.

12. Once trees or limbs are removed, all wood chips, limbs and logs will be considered the property of the contractor and must be removed from the site and disposed of by the Contractor.

13. Specific trees have not been itemized, and it will be the responsibility of bidders to inspect specific properties containing trees to be maintained to determine the type of trees and number to be included.

14. Weeds and suckers are to be completely removed from all shrub, groundcover, flower beds and tree rings. Entire area under contract shall remain weed free at all times.

15. Weeds may be eliminated manually by hand pulling, scuffle hoeing, etc., or with city approved herbicides.

16. All weed debris is to be removed from site on that same day. At no time shall grass, shrub, trimmings or debris be allowed to pile up within landscape beds, buildings or borders.

ESTIMATED SQUARE FEET FOR TURF AREAS

The following is an estimate for turf square footage. These are estimates, it is the Proposer's responsibility to inspect areas and ensure areas being proposed.

PROPERTY	ADDRESS / LOCATION	ESTIMATED TURF AREA
Animal Services Center	5203 Watauga Rd.	41,000 sf.
Municipal Complex (City Hall/Library/Police Station)	7105 Whitley Rd.	51,000 sf.
Department of Public Works (water tower)	7800 Virgil Anthony Blvd.	30,000 sf.
Recreation Center	7901 Indian Springs Rd.	525,000 sf.
Central Fire Station	5909 Hightower Dr.	39,000 sf.

NOTE: Recreation Center measurements are for the general areas only. League athletic game fields are not figured into these totals. These areas are to be maintained by City staff.

The following chart indicates the frequency for each service that will be required by the City of Watauga:

Description: MUNICIPAL AREAS	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Totals
Mowing	4	4	4	5	4	5	4	4	1	35
Edging/string trimming	4	4	4	5	4	5	4	4	1	35
Debris cleanup turf, sidewalks, parking areas	4	4	4	5	4	5	4	4	1	35
Bed maintenance	4	4	4	5	4	5	4	4	1	35

Mowing cycles will run from April – December for a total of 35 cycles.

SPECIFICATIONS – OPTION # 2 – GROUNDS MAINTENANCE: GENERAL PARK AREAS

Proposer will be responsible for the general park areas (area maps are included within this packet):

- BISD Park
- Foster Village Park
- Hillview Park
- Virgil Anthony Park
- Whites Branch Creek Trail

Sports fields are excluded on estimated square footage measurements. The areas to be maintained are detailed within the specifications.

Mulch on properties is to be handled in-house by City staff. If any mulch scatters around tree wells during mowing it should be raked back into the well areas by Proposer.

There is no horticulture work done by Proposer. All of this type of service is to be handled by in-house staff. This option is strictly turf areas, concrete, sidewalks, and parking areas. In-house staff will maintain landscape beds, etc.

Fertilization is done by in-house staff.

Mowing schedules will be determined during the negotiations of contract details.

REQUIREMENTS

1. The successful Proposer shall be responsible for mowing all designated turf areas; edging all turf along walks, curbs, plant beds, signs and other obstacles; removing all litter, fallen limbs from the entire property and hauling such debris away. Turf areas, which cannot be maintained with mowing equipment, shall be cut to specified turf height using a string-line trimmer. Mulching or grass cycling shall be the only acceptable manner for cutting turf areas. Scalping or an uneven finish to cut turf will not be acceptable. The property is to be free of windrows and chopped paper. Litter must be removed from turf before mowing. The successful Proposer shall leave the area with a finished appearance with walks and curb areas appearing to have been swept. The successful Proposer shall not simply blow litter, leaves, clippings, etc. into the streets or other property. All expansion joints, bridge abutments, light poles, signs, irrigation control boxes and equipment, irrigation valve box covers, trees and other maintenance barriers that fall within these designated grounds maintenance areas will also require trimming of grass and weeds on the specified maintenance schedule unless otherwise specified by the Parks and Recreation Department. Grass and weeds growing over irrigation valve box covers shall be trimmed back to edge where valve box meets soil. Grass and weeds in expansion joints shall be cut flush with the pavement or treated with an approved herbicide.
2. The successful Proposer shall pick up and remove all broken glass and trash from paved areas and turf. Any hazardous condition or any damage to City property is to be reported to the designated City department representative immediately.
3. The successful Proposer shall maintain all properties with water features up to the water's edge. All chain link and iron fences are to be string trimmed on both sides. Exception: Private property side of chain link fencing at Virgil Anthony Park.

4. Unless otherwise instructed, the successful Proposer shall accomplish all tasks and, mowing cycles per schedules as agreed to by the designated City representative.

The successful Proposer and designated City representative will agree on a regular day and time for maintenance at each location. The schedule may be agreed on each week or each month. Any variance from the prescribed schedule will require a minimum of twenty-four (24) hour advance notification to the designated City representative. A weekly approved property list will be provided by the Parks Department. Maintenance cycles shall be completed by Proposer as specified by the Parks and Recreation Department. If wet weather renders grounds too soft to carry weight of maintenance equipment without significant rutting, Proposer shall not perform maintenance when wet grounds conditions will cause serious damage to grounds, turf, and irrigation equipment or other City infrastructure. Proposer shall notify the City of any significant delays (greater than 24 hours) in the maintenance schedule resultant from wet conditions.

5. Wildflowers of significant stands are not to be mowed from March through June. Proposer will consult with City and receive approval before mowing any areas containing wildflowers in bloom.
6. The successful Proposer will be required to e-mail a designated City representative to report work accomplished weekly as maintenance is accomplished under this agreement. EXCEPTION: Work specified for weekends only will be reported to the designated City representative on the following Monday.
7. Proper equipment shall be used to prevent any inconsistencies in mowing height or unevenness to turf. Equipment shall be maintained in a manner to consistently produce a level and/or even cut to all turf areas. The successful Proposer shall set mowing equipment to cut Bermuda grass areas to a height of two inches (2") unless otherwise instructed by the designated City representative. St. Augustine grass shall be cut at a two inch height (2") or as instructed by the designated City representative. All changes in mowing height are to be approved by the City department representative. All mowing must conclude by the end of the Parks Department workday. EXCEPTION: Work specified for weekends only must be completed by Sunday.
8. Edging along curbs and sidewalks must be cut with steel blade equipment or string-line trimmer to give a vertically cut edge.
9. The successful Proposer will not be permitted to mow within 18" of each tree in order to avoid damage to the trees.
10. The successful Proposer shall be responsible for any damage done to plant material or other property during the maintenance operation. Successful Proposer shall be responsible for replacement of all trees, shrubs, and groundcover destroyed by the successful Proposer, employees or agents of the Proposer during the maintenance operation. Trees and shrubs must not be bumped or marked by mowing or edging equipment. The successful Proposer must report damage immediately to the designated City representative. Damage to trees, tree collars and tree water bags will be assessed at \$50.00 for each instance. Proposer shall give instruction and insure that all maintenance personnel refrain from string trimming around tree trunks in a manner which disturb or damage tree bark. Proposer shall also give instruction to their maintenance personnel and insure that no trees are damaged during mowing operations. Tree wells damaged during contract performance shall be restored to their original condition, by the Proposer, at no additional charge to the City. Such restoration shall be completed within two (2) working days after damage occurred.

11. All mowing is to be accomplished Monday through Friday by 5:00 p.m., weather permitting.
12. Proposer shall instruct staff to yield to park users/ wildlife, disengage equipment PTO, and cease string-trimming or blowing while park users/wildlife are present in the immediate area of work.
13. It shall be mandatory that a review of the contracted areas be conducted prior to beginning the first mowing cycle. Such a review shall be attended by the successful Proposer and the assigned inspector.
14. QUALITY ASSURANCE - The grounds will be inspected by the appropriate City representative to insure compliance with the specifications after each mowing.
15. After fertilization and/or abundant rainfall, it may be necessary to mow some areas twice per week in lieu of once per week. The City representative will specify to the Proposer which areas will need additional mowing.

ESTIMATED SQUARE FEET FOR TURF AREAS

The following is an estimate for turf square footage. These are estimates, it is the Proposer's responsibility to inspect areas and ensure areas being proposed.

PROPERTY	ADDRESS / LOCATION	ESTIMATED TURF AREA
BISD Park	5700 Chapman	305,000 sf.
Foster Village Park	6600 Starnes	390,000 sf.
Hillview Park	5901 Hillview	28,000 sf.
Virgil Anthony Sr. Park	5900 Barry Drive	190,000 sf.
Whites Branch Creek Trail	5301 Watauga Road	200,000 sf.

NOTE: Park measurements are for the general areas only. League athletic game fields are not figured into these totals. Size does not include acreage for designated baseball fields at Foster Village Park. These areas are to be maintained by City staff.

No landscape bed maintenance, fertilizing, irrigation checks or repair services are included.

The following chart indicated the frequency for each service that will be required by the City of Watauga:

Description: BISD, FOSTER VILLAGE, HILLVIEW, VIRGIL ANTHONY	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Totals
Mowing – General Park Areas	4	4	4	5	4	5	4	4	1	35
Edging/string trimming	4	4	4	5	4	5	4	4	1	35
Debris cleanup turf, sidewalks, parking areas	4	4	4	5	4	5	4	4	1	35

Description: WHITES BRANCH CREEK TRAIL	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Totals
Mowing- General Park Areas	2	2	2	2	2	3	2	2	1	18
Edging/string trimming	2	2	2	2	2	3	2	2	1	18
Debris cleanup turf, sidewalks, parking areas	2	2	2	2	2	3	2	2	1	18

Mowing cycles for **BISD, Foster Village, Hillview, and Virgil Anthony** will run from April – December for a total of 35 cycles.

Mowing cycles for **Whites Branch Creek Trail** will run from April-December for a total of 18 cycles.

SPECIFICATIONS – OPTION # 3 – GROUNDS MAINTENANCE: RIGHT-OF-WAYS VARIOUS LOCATIONS

Vendor shall provide pricing for landscape management services to be provided in the Right-of-way areas of the City of Watauga as indicated in the enclosed map and specifications. These services are to include, but not limited to, the following:

1. Right of way mowing: areas are to be mowed at the appropriate height (2") and frequency to maintain a neat and clean appearance. If clippings become swathed from wetness or delay in mowing, they are to be removed to prevent unsightliness. All clippings that may be tracked onto sidewalk or building areas are to be removed. All grass around trees, retaining walls, fences, posts, and other areas where the mower cannot cut should be trimmed to the level of the turf. When required, the turf will be crosscut to help prevent grass from growing in one direction and becoming rutted.
2. Edging: edging is to be performed with a string-line trimmer around all turf perimeters and along all walks and curbing. A clean straight edge will be maintained in a neat and consistent manner. All clippings from edging are to be removed from sidewalks, curb areas, and planting bed areas to maintain a clean appearance.
3. Debris cleanup/disposal: prior to mowing, vendor will be responsible for removing all litter and debris on all areas (including canals and drainage areas). All litter and debris shall be removed from all bed areas as well.
4. Tree/shrub pruning and trimming: all pruning and thinning of trees and shrubs shall be done so that the natural shape is retained. Pruning for shape and growth should be done at the proper time of year for the characteristics and varieties of plants using proper horticultural practices. Tree/shrub trimming should consist of removing sucker growth and low lying limbs to a height of eight (8) feet over walkways or curbs and (14) feet in height if overhanging into the street area and Per Code of Ordinances, Chapter 40-Traffic and Vehicles, Article I, Section 40- 4.
5. Vendor will be responsible for removing grass clippings from sidewalks and street areas and under **no circumstances** should clippings be blown into any storm drain. Clippings may, however, be blown back into the grassy areas as long as material does not excessively build up along fence lines, buildings, or utility boxes.

6. Vendor shall be responsible for any damage done to plant material, turf, irrigation system or other property as a result of maintenance operations. Vendor shall be responsible for replacement or repair of damaged plants, turfs, irrigation systems, and/or property.
7. Weeds in expansion joints may be eliminated by chemical means with an approved herbicide in accordance with all applicable state and federal laws. Written approval from the city must be obtained prior to application.
8. The estimated total linear footage or areas of maintained areas are as follows:

Right of Ways:

1. Bursey (S) – Whitley to Indian Springs – 1829 LF (8' W)
2. Bursey (S) – Indian Springs to Willis – 553 LF (18' W)
3. Indian Springs (E) – Fairview to Lesley – 388 LF (9' W)
4. Indian Springs (W) – Hillview to Bursey – 214 LF (9' W)
5. Indian Springs (W) – Senior Center S. Prop. Line to N. Park – 358 LF (9' W)
6. Indian Springs (NW & SW) – Triangles with N. Park – 20'x20'x30'
7. Indian Springs (W) – N. Park to Courtside – 619 LF (9' W)
8. Indian Springs (W) – N. Park to Courtside – 114 LF (4' W) Overlaps with n.
9. Indian Springs (SW) – Triangle with Courtside – 15'x14'x4'
10. Indian Springs Rd (W) – Courtside toward Starnes for – 520 LF (9' W)
11. Starnes (N) – 6313 Starnes – 317 LF (12' W)
12. Starnes (N) – 6135 Starnes W. Prop Line to Partridge – 367 LF (9' W)
13. Starnes (NE & NW) – Triangles with Partridge 26'x26'x35'
14. Starnes (N) – Partridge to Whitley – 384 LF (10' W)
15. Starnes (S) – Maple Hill to Cedarhill along fence – 110 LF (6' W)
16. Starnes (S) – Cedarhill to Echo Hill along fence – 142 LF (6' W)
17. Starnes (S) – Echohill to Walnuthill along fence – 167 LF (6' W)
18. Starnes (S) – Walnuthill to driveway E of drainage ditch E of Indian Springs – 420 LF (7' W)
19. Starnes (N) – Whitley to Kelly Lynn – 594 LF (9' W)
20. Starnes (S) – Kelly Lynn to parking lot – 364 LF (16' W)*
21. Starnes (S) – EECU entrance to white fence – 760 LF (12' W)
22. Starnes (S) – Kelly Lynn to Whitley – 498 LF (12' W)
23. N. Park (N) – Whitley to west edge of Channel – 545 LF (10' W)
24. N. Park (S) – Wells Fargo to Nursing Home – 563 LF (12' W)
25. N. Park (S) – Nursing Home East to Kelly Lynn – 190 LF (8' W)
26. N. Park (S) – Kelly Lynn to Whitley – 305 LF (10' W)
27. Whitley (W) – Bursey to Caden – 1506 LF (12' W)
28. Whitley (W) – Grayson to N. Park – 432 LF (10' W)
29. Whitley (NW & SW) – Triangles with N. Park – 24'x24'x33'
30. Whitley (W) – N. Park to Starnes – 928 LF (10' W)
31. Whitley (NW) – Triangle with Starnes – 20'x20'x27'
32. Whitley (W) – Starnes to Oakhill – 815 LF (5' W) *
33. Whitley (SW) – Triangle with Oakhill – 12'x12'x12'
34. Whitley (NW) – Corner Clip with Robin – 1 each
35. Whitley (E) – Judy to Birchill – 395 LF (10' W)
36. Whitley (NE) – Triangle with Starnes – 12'x12'x20'
37. Whitley (E) – N. Park to Starnes – 928 LF (4' W)
38. Whitley (E) – N. Park to Firebird – 1285 LF (4' W)
39. Hightower (S) – Tony's Car Wash to Constitution – 400 LF (14' W)
40. Hightower (S) – Constitution to Bennington – 324 LF (19' W)
41. Hightower (S) – Bennington to Whitley – 745 LF (11' W)
42. Hightower (S) – Whitley to Aunties Beads – 430 LF (11' W)

43. Hightower (S) – Quail Run to Echo Hill – 967 LF (9' W)
44. Hightower (S) – Echo Hill to Fence Line – 121 LF (9' W)
45. Hightower (N) – Echo Hill to Quail Run – 967 LF (12' W)
46. Echo Hill (E) – Hightower south to Car Wash driveway – 103 LF (9' W)
47. Echo Hill (W) – Hightower to south fence line – 234 LF (9' W)
48. Echo Hill (W) – Hightower to north fence line – 323 LF (9' W)
49. Quail Run (E) – Hightower to south fence line – 234 LF (9' W)
50. Quail Run (E) – Hightower to north fence line – 323 LF (9' W)
51. Whitley (E) – Hightower to Chapman – 2229 LF (20' W)
52. Whitley (W) – Concord to Bunker – 448 LF (7' W)
53. Whitley (W) – Bunker to Yorkston – 999 LF (9' W)
54. Whitley Road (W) – Yorkston to south phone box – 111 LF (9' W)
55. Chapman (N) – Patsy to east edge of bridge – 197 LF (8' W)
56. Chapman (S) – Whitley Road to west side of channel at fence – 265 LF (9' W)
57. Chapman (S) – Old Whitley to Emily – 725 LF (5' W)
58. Chapman (S) - Emily to Brookdale – 710 LF (5' W)
59. Chapman (S) – Bernadine to east fence – 128 LF (9' W)
60. Chapman (S) – Bernadine to Memory – 265 LF (9' W)
61. Chapman (S) – Charmaine to west bridge – 90 LF (8' W)
62. Chapman (S) – Charmain to Mona Lisa – 270 LF (6' W)
63. Chapman (S) – Mona Lisa to Nola – 270 LF (6' W)
64. Chapman (S) – Nola to Summit Ridge – 302 LF (10' W)
65. Chapman (S) – Summit Ridge to Rufe Snow – 890 LF (10' W)
66. Chapman (N) – McCoy to Summit Ridge – 216 LF (14' W)
67. Chapman (N) – Summit Ridge to Nola – 77 LF (12' W)
68. Chapman (N) – Nola to Charmain – 360 LF (5' W)
69. Chapman (N) – Charmaine to west bridge – 117 LF (24' W)
70. Chapman (N) – Triangle bridge north of guardrail – 50'x'50'x65'
71. Chapman (N) – Bridge to Bernadine – 375 LF (31' W)
72. Chapman (N) – Bernadine to Wooddale – 250 LF (29' W)
73. Chapman (N) – Wooddale to Lyndale – 240 LF (29' W)
74. Chapman (N) – Lyndale to Brookdale – 240 LF (29' W)
75. Chapman (N) – Brookdale to Echo Hill – 242 LF (29' W)
76. Chapman (N) – Echo Hill to west red fence – 310 LF (23' W)
77. Old Whitley (E) – Chapman to south guard rail past Rickee – 690 LF (17' W)
78. Whitley (E) – Guard rail south of Rickee to Whispering – 500 LF (9' W)
79. Whitley (E) – Whispering to south toward channel south edge – 515 LF (11' W)
80. Whitley (W) – Guard Rail at 6401 Whitley to south concrete flume – 221 LF (8' W)
81. Whitley (W) – South fence line of concrete channel at 6401 Whitley to west – 88 LF (10' W)
82. Whitley (E) – Alley behind 6401 Cathy north side of channel to east 182' (10' W)
83. Watauga (N) – Railroad track west side to west Hamm's driveway – 253 LF (14' W)
84. Watauga (N) – 5415 Watauga west driveway to Park Vista – 180 LF (4' W)
85. Watauga (N) – 5401 Watauga west property line to west to east side of bridge – 244 LF (6' W)
86. Watauga (N) – West side of bridge to west Animal Shelter – 107 LF (17' W)
87. Watauga (S) – East of bridge to east to Rusk – 463 LF (8' W)
88. Watauga (Median) – East of bridge to Park Vista – Median – 376 LF (Weedeater)
89. Watauga (Median) – East of bridge to Park Vista – Median – 105 LF (16' W)
90. Watauga (S) – Rusk to Huddleston – 240 LF (16' W)
91. Watauga (Median) – Park Vista to Railroad Tracks (290 LF) (Weedeater)
92. Watauga (S) – Huddleston to Railroad Tracks (280 LF) (17' W)
93. Watauga (S) – Pine to 5710 Watauga west property (prop.) line – 825 LF (12' W)
94. Watauga (S) – Morris to Saramac – 1753 LF (12' W)
95. Watauga (S) – 6124 Watauga Chic east prop. line to Stardust – 854 LF (21' W)

96. Watauga (S) – Stardust to 6309 Douglas west prop. line – 629 LF (20' W)
 97. Watauga (S) – Skylark to west Dollar General west prop line – 365 LF (12' W)
 98. Watauga (N) – 6331 Watauga Quick Stop west prop. line to Skylark – 125 LF (19' W)
 99. Watauga (N) – Skylark to west phone box – 125 LF (19' W)
 100. Watauga (N) – Stardust to west end of guardrail – 325 LF (22' W)
 101. Watauga (N) – north of guardrail – triangle – 32'x75'x78'
 102. Watauga (N) – north of guardrail – 280'x40'
 103. Skylark (E) – Watauga to south fence line – 290 LF (9' W)
 104. Saramac (W) – Watauga to south toward Haney – 370 LF (9' W)
 105. Morris (E) – Watauga to south fence line toward Haney – 209 LF (9' W)
 106. Lalagray (W) – Watauga to south fence line toward Travis – 156 LF (9' W)
 107. Lalagray (E) – Watauga to south fence line toward Travis – 156 LF (9' W)
 108. Plum (E) – Watauga to south Travis – 192 LF (9' W)
 109. Plum (W) – Watauga to south Travis – 192 LF (9' W)
 110. Pine (E) – Watauga to south driveway toward Travis – 60 LF (5' W)
 111. 377 (E) – Tandy Leather to McDonalds – 539 LF (15' W)
 112. Whispering (N) – Maurie to Brookdale – 317 LF (8' W)
 113. Bursey (S) – Willis to Mark – 252 LF (6' W)
 114. Bursey (S) – Mark to Lara – 251 LF (6' W)
 115. Bursey (S) – Lara to Meadowbrook – 252 LF (6' W)
 116. Bursey (S) – Meadowbrook to April – 260 LF (5' W)
 117. Bursey (S) – April to west bridge – 167 LF (5' W)
 118. Bursey (N) – Willis to Rim Rock – 1,500 LF (12' W)
 119. Bursey (S) – Whitley to West Parking Lot Entrance – 366 LF (10' W)
 120. Rufe Snow (W) – S. side of Pickles driveway to south fence line – 528 LF (14' W)
 121. Rufe Snow (W) – Fence line N. of High Lawn to Valley View – 993 LF (8-10' W)
 122. Rufe Snow (W) – Valley View to North Park – 218 LF (12' W)
 123. Rufe Snow (W) – North Park to Fair Oak – 258 LF (16' W)
 124. Rufe Snow (W) – Fair Oak to Greendale – 1,174 LF (9' W)
 125. Rufe Snow (W) – Greendale to Fair Meadows – 436 LF (10' W)
 126. Rufe Snow (W) – Fair Meadows to Ridgetop – 229 LF (13' W)
 127. 377 (W) – N. Tarrant to Watauga – 11,395 LF (23' W)
 128. Park Vista Blvd. - 6,471 LF- see attached map for details.
- * HOA maintained area

The following chart indicated the frequency for each service that will be required by the City of Watauga:

Description	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Totals
Mowing – Right of Ways	2	2	2	2	2	3	2	2	1	18
Edging	2	2	2	2	2	3	2	2	1	18
Trim shrubs/trees	1	1	1	1	1	1	1	1	1	9
Debris cleanup turf, sidewalks, beds, canals	2	2	2	2	2	3	2	2	1	18

Mowing cycles will April – December for a total of 18 cycles.

SPECIFICATIONS – OPTION # 4 – GROUNDS MAINTENANCE: CAPP-SMITH PARK

Proposer will be responsible for the general park areas (area maps are included within this packet):

- Capp-Smith Park

Mulch on properties is to be handled in-house by City staff. If any mulch scatters around tree wells during mowing it should be raked back into the well areas by Proposer.

There is no horticulture work done by Proposer. All of this type of service is to be handled by in-house staff. This option is strictly turf areas, concrete, sidewalks, and parking areas. In-house staff will maintain landscape beds, etc.

Fertilization is done by in-house staff.

Mowing schedules will be determined during the negotiations of contract details.

REQUIREMENTS

1. The successful Proposer shall be responsible for mowing all designated turf areas; edging all turf along walks, curbs, plant beds, signs and other obstacles; removing all litter, fallen limbs from the entire property and hauling such debris away. Turf areas, which cannot be maintained with mowing equipment, shall be cut to specified turf height using a string-line trimmer. Mulching or grass cycling shall be the only acceptable manner for cutting turf areas. Scalping or an uneven finish to cut turf will not be acceptable. The property is to be free of windrows and chopped paper. Litter must be removed from turf before mowing. The successful Proposer shall leave the area with a finished appearance with walks and curb areas appearing to have been swept. The successful Proposer shall not simply blow litter, leaves, clippings, etc. into the streets or other property. All expansion joints, bridge abutments, light poles, signs, irrigation control boxes and equipment, irrigation valve box covers, trees and other maintenance barriers that fall within these designated grounds maintenance areas will also require trimming of grass and weeds on the specified maintenance schedule unless otherwise specified by the Parks and Recreation Department. Grass and weeds growing over irrigation valve box covers shall be trimmed back to edge where valve box meets soil. Grass and weeds in expansion joints shall be cut flush with the pavement or treated with an approved herbicide.
2. The successful Proposer shall pick up and remove all broken glass and trash from paved areas and turf. Any hazardous condition or any damage to City property is to be reported to the designated City department representative immediately.
3. The successful Proposer shall maintain all properties with water features up to the water's edge. All fencing shall be string-trimmed on both sides. Additionally, open lots will have one pass made to exterior side of fence. Exception: Private property side of fencing.
4. Unless otherwise instructed, the successful Proposer shall accomplish all tasks and, mowing cycles per schedules as agreed to by the designated City representative.

The successful Proposer and designated City representative will agree on a regular day and time for maintenance at each location. The schedule may be agreed on each week or each month. Any variance from the prescribed schedule will require a minimum of twenty-four (24) hour advance notification to the designated City representative. A weekly approved property list will be

provided by the Parks Department. Maintenance cycles shall be completed by Proposer as specified by the Parks and Recreation Department. If wet weather renders grounds too soft to carry weight of maintenance equipment without significant rutting, Proposer shall not perform maintenance when wet grounds conditions will cause serious damage to grounds, turf, and irrigation equipment or other City infrastructure. Proposer shall notify the City of any significant delays (greater than 24 hours) in the maintenance schedule resultant from wet conditions. City representative will give a (2) week notice for special events that will take place within the park and interfere with normal maintenance operations.

5. Wildflowers of significant stands are not to be mowed from March through June. Proposer will consult with City and receive approval before mowing any areas containing wildflowers in bloom.
6. The successful Proposer will be required to e-mail a designated City representative to report work accomplished weekly as maintenance is accomplished under this agreement. EXCEPTION: Work specified for weekends only will be reported to the designated City representative on the following Monday.
7. Proper equipment shall be used to prevent any inconsistencies in mowing height or unevenness to turf. Equipment shall be maintained in a manner to consistently produce a level and/or even cut to all turf areas. The successful Proposer shall set mowing equipment to cut Bermuda grass areas to a height of two inches (2") unless otherwise instructed by the designated City representative. St. Augustine grass shall be cut at two inch height (2") or as instructed by the designated City representative. All changes in mowing height are to be approved by the City department representative. All mowing must conclude by the end of the Parks Department workday. EXCEPTION: Work specified for weekends only must be completed by Sunday.
8. Edging along curbs and sidewalks must be cut with steel blade equipment or string-line trimmer to give a vertically cut edge.
9. The successful Proposer will not be permitted to mow within 18" of each tree in order to avoid damage to the trees.
10. The successful Proposer shall be responsible for any damage done to plant material or other property during the maintenance operation. Successful Proposer shall be responsible for replacement of all trees, shrubs, and groundcover destroyed by the successful Proposer, employees or agents of the Proposer during the maintenance operation. Successful Proposer shall be responsible for replacement of all trees, shrubs, and groundcover destroyed by the successful Proposer, employees or agents of the Proposer during the maintenance operation. Trees and shrubs must not be bumped or marked by mowing or edging equipment. The successful Proposer must report damage immediately to the designated City representative. Damage to trees, tree collars and tree water bags will be assessed at \$50.00 for each instance. Proposer shall give instruction and insure that all maintenance personnel refrain from string trimming around tree trunks in a manner which disturb or damage tree bark. Proposer shall also give instruction to their maintenance personnel and insure that no trees are damaged during mowing operations. Tree wells damaged during contract performance shall be restored to their original condition, by the Proposer, at no additional charge to the City. Such restoration shall be completed within two (2) working days after damage occurred.
11. All mowing is to be accomplished Monday through Friday by 5:00 p.m., weather permitting.

12. Proposer shall instruct staff to yield to park users/ wildlife, disengage equipment PTO, and cease string-trimming or blowing while park users/wildlife are present in the immediate area of work.
13. It shall be mandatory that a review of the contracted areas be conducted prior to beginning the first mowing cycle. Such a review shall be attended by the successful Proposer and the assigned inspector.
14. **QUALITY ASSURANCE** - The grounds will be inspected by the appropriate City representative to insure compliance with the specifications after each mowing.
15. After fertilization and/or abundant rainfall, it may be necessary to mow some areas twice per week in lieu of once per week. The City representative will specify to the Proposer which areas will need additional mowing.

ESTIMATED SQUARE FEET FOR TURF AREAS

The following is an estimate for turf square footage. These are estimates, it is the Proposer's responsibility to inspect areas and ensure areas being proposed.

PROPERTY	ADDRESS / LOCATION	ESTIMATED TURF AREA
Capp-Smith Park	5800 Robin Dr.	1,307,000 sf.

The following chart indicated the frequency for each service that will be required by the City of Watauga:

Description	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Totals
Mowing – General Park Areas	4	4	4	5	4	5	4	4	1	35
Edging/string trimming	4	4	4	5	4	5	4	4	1	35
Debris cleanup turf, sidewalks, parking areas	4	4	4	5	4	5	4	4	1	35

Mowing cycles will run from April – December for a total of 35 cycles.



19-006 Grounds Maintenance

Proposal Title Page

Proposal Reference Number	19-006
Project Title	Grounds Maintenance
Submittal Deadline	Friday, February 22, 2019 10:00 AM (CST)
Submit Hard Copies to	City of Watauga Purchasing Office 7105 Whitley Road Watauga, Texas 76148

PROPOSER INFORMATION:

Legal Name			
Address			
City, State, Zip			
Federal Taxpayer ID Number			
Phone Number		Fax Number	
Email Address			
Central Masters Proposers List registration number			
Prime Contractor HUB/MWBE registration number			

PROPOSER AUTHORIZATION:

I, the undersigned, have the authority to execute this proposal in its entirety as submitted and enter into a contract on behalf of the proposer.	
Printed Name of Authorized Representative	
Position of Authorized Representative	
Signature of Authorized Representative	
Signed this Date	



**19-006 Grounds Maintenance
Signature & Non-Collusion Statement**

The undersigned affirms that they are duly authorized to execute the contract, and if proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the proposal, conditions, terms, specifications, and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, Proposer, partnership, or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Proposer: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Email address: _____

Proposer (print name): _____

Proposer Signature: _____

Position with Company: _____

Signature of Company Official: _____

Company Official (print name): _____



**19-006 Grounds Maintenance
Cooperative Purchasing**

Company Name: _____

Cooperative Purchasing: Should other Governmental Entities decide to participate in this contract, would you, the Proposer, agree that all terms and conditions, specifications, and pricing would apply?
_____Yes _____No

If checked yes, the following will apply: Governmental Entities utilizing inter-local governmental contracts with the City of Watauga will be eligible, but not obligated, to purchase materials or services under this contract awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Watauga will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Watauga will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own materials or services as needed.



**19-006 Grounds Maintenance
RESPONSE FORM**

Company Name: _____

Tax ID Number: _____

Authorized Signature: _____

Printed Name: _____

Company Address: _____

City/State/Zip: _____

Company Phone: _____

Company Fax: _____

Email Address: _____

Company URL: _____

Inter-locals: _____ No _____ Yes

If yes, contract Number: _____

HUB Certified: _____ No _____ Yes

If yes, please attach certification

Additional Proposer Notations and Information:

(Other items, costs, additions or variances to specifications)

Attach additional sheets if necessary



**19-006 Grounds Maintenance
No Response Form**

Company Name: _____

If your proposer has chosen not to submit a proposal for this procurement, but wish to remain on the interested proposer list, please complete this form and submit to:

City of Watauga
Purchasing Office
7105 Whitley Road
Watauga, Texas 76148
Fax: 817-514-5765

Please check the item(s) that apply:

- ☐ Do not sell item(s) required
- ☐ Cannot be competitive
- ☐ Cannot meet the specifications
- ☐ Cannot provide insurance required
- ☐ Cannot provide bonding required
- ☐ Cannot comply with indemnification requirements
- ☐ Job too large
- ☐ Other: _____



19-006 Grounds Maintenance REFERENCES

Each proposer shall provide a minimum of three (3) verifiable references in which the proposer has sold and maintained this or a similar product to a comparable entity.

REFERENCE ONE

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Email: _____ Phone: _____

Product / Service Purchased by Reference: _____

REFERENCE TWO

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Email: _____ Phone: _____

Product / Service Purchased by Reference: _____

REFERENCE THREE

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Email: _____ Phone: _____

Product / Service Purchased by Reference: _____



**19-006 Grounds Maintenance
Deviation/Compliance Signature**

Company Name: _____

If the undersigned proposer intends to deviate from the general conditions, terms and conditions, or specifications listed in this proposal, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The City of Watauga will consider deviations in its proposal award decisions, and the City reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the proposer assures the City of their full compliance with the general conditions, terms and conditions, specifications, and all other information contained in this proposal.

☐ No deviations

☐ Yes deviations

If yes is checked, please list below:

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015



**CITY OF WATAUGA, TEXAS
HOUSE BILL 89 VERIFICATION**

I, _____ (name), the undersigned

representative of:

Company or Business name: _____

(Hereafter referred to as company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"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; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE



**CITY OF WATAUGA, TEXAS
SENATE BILL 252 CERTIFICATION**

I, _____ (name), the undersigned
representative of:

Company or Business name:

Do hereby depose and certify that the company named above is not identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as Foreign Terrorist Organization by the U.S. Secretary of State. In addition it is further certified that company shall not do business with any of these organizations while providing products or services to the City of Watauga.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

VENDOR INFORMATION

How long has your company been in business?
Is your company local, regional or national?
In what cities/states does your firm operate?
Where is your company headquarters located?
Has your company performed work for any other city government?
How many years of experience in the landscape industry do the company's upper management personnel have?
What is the experience of the Manager who would be working on this contract if awarded to your company? You may submit a resume if desired.

PERSONNEL REQUIREMENTS

All maintenance and management personnel assigned to this contract shall meet the following standards:

- (a) Vendor shall provide a licensed applicator licensed through either the Texas Department of Agriculture or the Structural Pest Control Board.
- (b) Personnel making pesticide/herbicide applications or performing landscaping shall have on their person, a license and/or certification.
- (c) All personnel will utilize appropriate safety equipment at all times.
- (d) Vendor shall have emergency personnel available 24 hours per day, seven days per week. Vendor shall provide the City with "after hour" contacts.
- (e) While on-site, all personnel shall be uniformed and generally neat in appearance and professional in behavior.
- (f) All lunch and break periods taken shall be within areas approved by the City.

PERSONNEL INFORMATION

Please indicate the number of full time personnel in the following categories. All responses to this section will apply to Watauga operations only. Management _____ Administration _____ Maintenance Staff _____ Other staff defined as:
Describe your hiring and screening process. What qualifications do you look for in an employee?
Describe the types of training programs you provide your employees? Where is the training conducted? How often is it conducted?
Does your company enlist the services of any contract labor force?
What is your company policy regarding drug testing/abuse?

MAINTENANCE AND SUPPORT EQUIPMENT REQUIREMENTS

1. Only the appropriate equipment, in proper working order, shall be utilized for maintenance operations.
2. Repair, servicing or fueling of equipment is **not permitted** within landscape areas or on turf areas.
3. Equipment shall be operated in a safe and efficient manner at all times.
4. The City of Watauga reserves the right to inspect all equipment to be utilized in performance of this contract, and to inspect the equipment at any interval the City deems necessary to insure compliance with Federal (OSHA), State, and City safety standards. If vendor's equipment is judged, by the City, as not meeting minimum safety standards, it shall not be used pursuant to this contract. This constraint from use shall be in effect until said equipment is brought into contract compliance, and approved by the City of Watauga.
5. The City may request that vendor show evidence that equipment to be used in performance of this contract is in good working order, and adequate for performance of required mowing, trimming, and edging operations.
6. Vendors must demonstrate, within submittal, the ability to provide the necessary equipment required for grounds maintenance operations per specifications. Such equipment must be dedicated to performance of this contract for the City of Watauga.

MAINTENANCE AND SUPPORT EQUIPMENT - The following information will assist the City in evaluating the comparative capabilities of competing vendors. It is understood and acknowledged that the information is requested by the City solely as an indication of the equipment resources available to the vendor to perform required work. Include transport, crew and supervisory vehicles. Please only identify equipment, vehicles, support equipment, etc. that will be utilized by vendor in performance of the City of Watauga Grounds Maintenance Contract.

Type of Equipment	Quantity	Manufacturer	Hours of Usage	Equipment Age

PRICING - OPTION # 1 – GROUNDS MAINTENANCE: MUNICIPAL AREAS

PROPERTY	NUMBER OF CYCLES	COST PER CYCLE	INITIAL CONTRACT TOTAL COST
Animal Service Center	35		
Municipal Complex (City Hall/Library/Police Station)	35		
Department of Public Works (water tower)	35		
Recreation Center	35		
Central Fire Station	35		
Total Annual Cost			
Total Monthly Cost			

If additional mowing cycles are requested for properties, will the cost per cycle need to be increased? Yes / No (please circle)

If yes, what percentage increase will be required for additional mowing cycles? _____%

Did you visit the sites? Yes _____ No _____

PRICING - OPTION # 2 – GROUNDS MAINTENANCE: GENERAL PARK AREAS

PROPERTY	NUMBER OF CYCLES	COST PER CYCLE	INITIAL CONTRACT TOTAL COST
BISD Park	35		
Foster Village Park	35		
Hillview Park	35		
Virgil Anthony Sr. Park	35		
Whites Branch Creek Trail	18		
Total Annual Cost			
Total Monthly Cost			

If additional mowing cycles are requested for properties, will the cost per cycle need to be increased? Yes / No (please circle)

If yes, what percentage increase will be required for additional mowing cycles? _____%

Did you visit the sites? Yes_____ No_____

PRICING - OPTION # 3 – GROUNDS MAINTENANCE: Right-of-Ways

PROPERTY	NUMBER OF CYCLES	COST PER CYCLE	INITIAL CONTRACT TOTAL COST
Mowing – right of ways	18		
Edging	18		
Trim shrubs/trees	9		
Debris cleanup	18		
Total Annual Cost			
Total Monthly Cost			

If additional mowing cycles are requested for properties, will the cost per cycle need to be increased? Yes / No (please circle)

If yes, what percentage increase will be required for additional mowing cycles? _____%

Did you visit the sites? Yes_____ No_____

PRICING - OPTION # 4 – GROUNDS MAINTENANCE: Capp-Smith Park

PROPERTY	NUMBER OF CYCLES	COST PER CYCLE	INITIAL CONTRACT TOTAL COST
Capp-Smith Park	35		
Total Annual Cost			
Total Monthly Cost			

If additional mowing cycles are requested for properties, will the cost per cycle need to be increased? Yes / No (please circle)

If yes, what percentage increase will be required for additional mowing cycles? _____%

Did you visit the sites? Yes _____ No _____







FOSTER VILLAGE PARK

TURF AREAS 390,000 SqFt +/-
BASEBALL FIELDS ARE SHADED AREAS
MAINTAINED BY CITY STAFF.

Google Earth

©2018 Google

HILLVIEW PARK

TURF AREAS 28,000 SqFt +/-

Google Earth

©2018 Google







INSURANCE COVERAGE REQUIRED

Section A: The awarded vendor shall furnish a completed insurance certificate to the City within five (5) days after the award, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage's limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon.

Section B: The City reserves the right to review the insurance requirements of this section during the effective period of the contract end to require adjustment of insurance coverage's and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the vendor.

Section C: Subject to the vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, the vendor shall obtain and maintain in full force and effect for the duration of this contract, and any extensions hereof; at the vendor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City of Watauga, in the following type(s) and amount(s):

Statutory Workers' Compensation Insurance and Employer's Liability Insurance at the following limits:

- \$100,000 each accident
- \$100,000 disease each employee
- \$500,000 bodily injury/disease – policy limit

Commercial General Liability Insurance including explosion, collapse, and underground coverage shall be provided as follows:

- \$1,000,000 each occurrence
- \$2,000,000 annual aggregate

Automobile Liability Insurance shall be provided as follows:

- \$500,000 bodily injury per person each accident
- \$250,000 property damage
- or
- \$1,000,000 combined single limit each accident

Certificates of insurance of each policy shall be delivered to the City Purchasing Office along with a statement of endorsement from each insurance company that such policy shall not be canceled, non-renewed, or materially changed without thirty days written notice being given to the City. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, vendor shall deliver to the City a replacement certificate in compliance with this contract.

The vendor will assume complete responsibility for any claim of property damages, loss, theft, or bodily injury, which may directly or indirectly arise from the operation's performance under the terms of the contract. The vendor will hold harmless, release, and defend the City from all claims of liability that directly or indirectly arise under the terms of the contract. The vendor will be required to furnish the City a certificate and copies of public liability insurance in the minimum of \$1,000,000 for combined single limits.

Alternately, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. Employers who have rejected the Act, and have not been certified as self-insured employers, may not be eligible for a contract award.

The City of Watauga will be named as an additional insured party on contractor's general liability policy and any excess/umbrella liability insurance policies.

Vehicle Insurance: the successful vendor shall meet and furnish the minimum Texas State Financial Responsibility Act requirements for the operation of vehicles(s) used in the delivery of the items purchased by the City.

PROPOSAL # 19-006

FOR: GROUNDS MAINTENANCE

The work proposed to be done shall be accepted when fully completed each month and finished in accordance with the specifications to the satisfaction of the Parks Superintendent.

The undersigned certifies that the bid price contained in this proposal have been carefully checked and are submitted as correct and final.

The 1985 Session of the Texas Legislature passed House Bill 620 which provides that, in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate offices and/or principal place of business are outside of the state of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. **The appropriate blanks in Section A below must be filled out by all non-resident bidders in order for their bid to meet specifications. The failure of non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must so indicate in the space provided in Section B.**

- A) 1. Non-resident vendors in _____(give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.
2. Non-resident vendors in _____(give state), our principal place of business, are not required to underbid resident bidders.
- B) Our principal place of business or corporate offices is in the State of Texas.

All responses are required to be signed by an authorized representative of the bidding entity. Responses received unsigned will not be considered.

**WORKERS COMPENSATION INSURANCE
FOR
BUILDING OR CONSTRUCTION PROJECTS**

TEXAS WORKERS COMPENSATION COMMISSION RULE 28, §110.110

As required by the Texas Workers' Compensation Commission Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

Workers' Compensation Insurance Coverage

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City of Watauga.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The contractor must provide a certificate of coverage to the City of Watauga prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Watauga showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Watauga:

(1) a certificate of coverage, prior to that person beginning work on the project, so the City of Watauga will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the City of Watauga in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project, and for one year thereafter;

(6) notify the City of Watauga in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing the City of Watauga that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City of Watauga to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City of Watauga.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. Remodeling, extending, repairing, or demolishing a structure; or
3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

Grounds Maintenance Services
RFP 19-006
Evaluation

Factors	Points	Abescape		MG Lawn and Landscape		Terracare Assoc		The Landscape Partners
Overall Price for Services	30	21.67		25.64		20.69		30
Experience Providing Required Services/Past Experience/References	35	27.67		32.67		27.00		27.33
Ability to Provide Required Services	25	20.00		25.00		21.67		20.00
Completeness of Proposal Submission of Required Information	10	7.00		9.00		9.33		8.33
Total	100	76.34		92.31		78.69		85.67



AGENDA MEMORANDUM

DATE: March 25, 2019

TO: Honorable City Council Members

FROM: Council Member Mark Taylor - Place 6

SUBJECT: Consideration and action on a resolution to declare the procedures that support the City Charter language regarding communications with City staff that report to the City Manager

BACKGROUND/INFORMATION:

Council Member Taylor requested the item attached be presented for Council consideration.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

City staff respectfully requests the City Council discuss the attached documents and take action as considered appropriate.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. City Attorney Letter of Approval and Proposed Resolution Draft

REVIEWED BY:

Andrea Gardner, City Manager

Zolaina Parker, City Secretary, TRMC

Approved as to form for inclusion on Agenda

Approved - 3/28/2019

Final Approval - 4/3/2019

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

MARK G. DANIEL

BOARD CERTIFIED - CRIMINAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

CRIMINAL TRIAL SPECIALIST-BOARD CERTIFIED
NATIONAL BOARD OF TRIAL ADVOCACY

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

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

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

March 28, 2019

Via Email

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

Re: Resolution re Section 3.08(c) of the City Charter

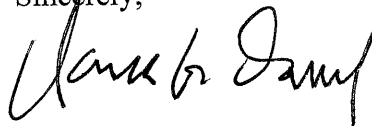
Dear Ms. Parker:

Pursuant to the request of Councilman Mark Taylor, I have reviewed the Resolution of the City Council of the City of Watauga to declare the procedures that support the City Charter language regarding communications with City staff that report to the City Manager.

I approve of this Resolution as to form and legality and would recommend that the same be included on the next City Council meeting agenda for consideration.

Thank you for the opportunity to be of assistance. Please do not hesitate to contact me should you have any questions concerning this matter.

Sincerely,



MARK G. DANIEL, City Attorney
City of Watauga

MGD/tp

cc: Mayor Pro tem David Griffin
Ms. Andrea Gardner, City Manager
Councilman Mark Taylor

CITY OF WATAUGA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATAUGA TO DECLARE THE PROCEDURES THAT SUPPORT THE CITY CHARTER LANGUAGE REGARDING COMMUNICATIONS WITH CITY STAFF THAT REPORT TO THE CITY MANAGER; 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, Article III.- The Governing Body, of the City Charter provides for the number, term of office, qualifications, election canvass, compensation, vacancies and forfeiture of office, Mayor and Mayor Pro Tem powers, specific powers of the City Council, prohibitions, meetings and rules of procedure, ordinances, emergency ordinances and Mayor veto; and

WHEREAS, the City Council finds it necessary to require its members and the Mayor to comply with the spirit and the letter of the law and City policy by requiring its members to comply with the laws of the Nation, the State of Texas and the City of Watauga City Charter in the performance of their public duties; and

WHEREAS, the City of Watauga City Charter is recognized as the local law for the City of Watauga and shall be viewed as guidelines by the members of the governing body in the performance of their public duties; and

WHEREAS, the City Council declares with the approval of this Resolution a respect for the process and practices outlined in this Resolution; and

WHEREAS, City Council shall respect and adhere to the Mayor-Council-Manager structure of City government as outlined in the City of Watauga Charter.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Watauga, Texas that:

I.

This Resolution desires to recognize, support and require the members of the governing body to adhere to the language in Section 3.08(c) of the City Charter:

“Except for the purpose of inquiries and investigations by the direction of the Council, unless provided otherwise in this Charter, the Council or its members shall deal with City officers and employees who are subject to the direction and supervision of the City Manager solely through the City Manager.”

II.

Governance of the City relies on the cooperative efforts of elected officials who set policy, appointed officials who advise the elected, and City staff who implement and administer the Council's policies. Therefore, every effort shall be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community with the following process and practices:

- (a) Treat all staff as professionals with clear, honest communication that respects the abilities, experience, and dignity of each individual. Poor behavior towards staff is not acceptable;
- (b) Do not disrupt City staff from their jobs while they are in meetings, on the phone, or engrossed in performing their job functions in order to have individual needs met;
- (c) Do not attend City staff meetings unless requested by the City Manager. Even in the event the elected official attends a staff meeting and does not say anything, his or her presence implies support, shows partiality, may intimidate staff and hampers staff's ability to do their job objectively;
- (d) Never publicly criticize an individual employee or express concerns about the performance of a City employee in public, to the employee directly, or the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation;
- (e) Do not become involved in administrative functions by attempting to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications or granting of City licenses or permits;
- (f) Do not solicit political support from staff in any form (financial contributions, display of posters or lawn signs, name on support list, etc.) as this is not allowed per the Employee Policy and Procedure Manual;
- (g) No attorney-client relationship shall be established between individual members of the governing body and the City Attorney as the City Attorney represents the City and not the members of the governing body as individuals;
- (h) Follow the conflict of interest rules that preclude elected officials from being involved in governmental actions that affect an elected officials' economic interests (a member is considered to have an economic interest in real property in which the member, member's spouse, member's dependent children or anyone acting on the member's behalf has invested \$2,000 or more);
- (i) Do not interfere with the day-to-day operations of the City, including having direct contact with employees via email, text, or phone without the professional courtesy of acquiring prior approval through the City Manager for such contact.

III.

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

IV.

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

V.

This Resolution shall become effective and 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 to become effective immediately.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas, on this the _____ day of _____, 2019.

APPROVED:

David Griffin, Mayor Pro Tem

ATTEST:

Zolaina R. Parker, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Mark G. Daniel, City Attorney



AGENDA MEMORANDUM

DATE: March 25, 2019

TO: Honorable City Council Members

FROM: Andrea Gardner, City Manager

SUBJECT: Consideration and action on approving a Standard Operating Procedure for City Council Access to City Hall

BACKGROUND/INFORMATION:

Shortly after being elected to Council, City Council Member Place 1, Scott Prescher, inquired about access to the staff area after regular business hours. Mr. Prescher expressed the desire to conduct City business on weekends that includes printing agenda packet information, preparing invites to City events, etc.

The City has a long standing policy that prohibits members of the governing body from having access to City Hall after regular business hours. In the past, staff tried allowing access to members of City Council and issued alarm codes; however, too often staff was contacted at night and on weekends to disable the alarm system because a Council Member failed to properly disarm the system.

During the March 7, 2019 Council Meeting, the Council provided direction for the attached Standard Operating Procedure to be prepared.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

City staff respectfully requests the City Council take action on the Standard Operating Procedure.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. CC SOP 001 - City Hall Access

REVIEWED BY:

Andrea Gardner, City Manager
Zolaina Parker, City Secretary, TRMC
Approved as to form for inclusion on Agenda

Approved - 3/27/2019
Final Approval - 4/3/2019

STANDARD OPERATING PROCEDURE (SOP)		
CITY OF WATAUGA	NUMBER	CC-001
SUBJECT: CITY COUNCIL ACCESS TO CITY HALL	PAGES	1
PREPARED BY: CITY MANAGER'S OFFICE	EFFECTIVE DATE	04/08/2019

APPLICABILITY:

This procedure applies to the Mayor and all members of the City Council "commonly referred to as the governing body and/or members".

PURPOSE:

To provide greater access to City Hall beyond normal operating hours that will allow members of the governing body to conduct certain administrative functions that supports the ability of the members to serve the community of Watauga.

This policy enables the City Council to hold the Mayor and members of the City Council accountable for activities occurring at City Hall during non-operating hours. Such a policy will allow greater access to equipment and the Mayor and Council offices located at City Hall at a more convenient time for the members.

PROCEDURE:

1. The Mayor and City Council shall request through the City Manager to be granted access to City Hall from the hours of 6 a.m. – 10 p.m. seven (7) days per week. The City Manager shall direct the Information Technology Department to grant such access when requested unless the governing body has previously revoked such privileges from that member.
2. Access shall be granted to specific areas of City Hall to include the Mayor's Office, the City Council Office, the workroom/copier area, breakroom and restrooms.
3. At no time shall the Mayor or City Council Members be granted access to private offices, other than those specifically assigned to the members in this Standard Operating Procedure, without the permission of the specific Department Director(s).
4. At no time shall the Mayor or City Council Members utilize any City equipment for non-City business. Mail metering equipment shall not be utilized by the members; however, the members may leave City business mail in the designated location for staff to place the proper postage on the mail.
5. The Mayor and members of the City Council shall be provided a unique security passcode to arm and disarm the City Hall facility. The members shall ensure the facility is secured when exiting the facility each time.



6. Failure to follow the procedures outlined in the Standard Operating Procedure will be presented to the governing body for decision on continued access for that member.



AGENDA MEMORANDUM

DATE: March 25, 2019

TO: Honorable City Council Members

FROM: Andrea Gardner, City Manager

SUBJECT: Consideration and action on a resolution approving the City of Watauga Strategic Plan for FY 2019-2020

BACKGROUND/INFORMATION:

The Council participated in a strategic planning session on February 4 and 5, 2019. In an effort to capture the intent of the Council, City staff utilized the information capture during the planning sessions and presented draft strategic initiatives to Council on March 7, 2019.

The draft Strategic Plan for FY 2019-2020 is attached.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

City staff respectfully requests the City Council take action on the resolution to approve the City's Strategic Plan for FY 2019-2020.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Final Draft 2019-2020
2. City Attorney Letter of Approval and Proposed Resolution Draft

REVIEWED BY:

Andrea Gardner, City Manager

Zolaina Parker, City Secretary, TRMC

Approved as to form for inclusion on Agenda

Approved - 3/28/2019

Final Approval - 4/3/2019

City of Watauga

STRATEGIC PLAN

FISCAL YEAR 2019-2020



Andrea Gardner
City Manager

Delivered:
March 7, 2019

City Council



Scott Prescher
Place 1



Tom Snyder
Place 2



Sandra Bush
Place 3



David Griffin
Mayor Pro Tem
Place 4



Melva Clark
Place 5



Mark Taylor
Place 6



Kim Irving
Place 7

Mayor — Vacant

City Staff



Andrea Gardner
City Manager



Robert Parker
Police



Sandra Gibson
Finance



Marcia Reyna
Human Resources



Shawn Fannan
Fire



Sal Torres
Parks and Community
Services



Lana Ewell
Library



Bradley Fraley
Information Technology



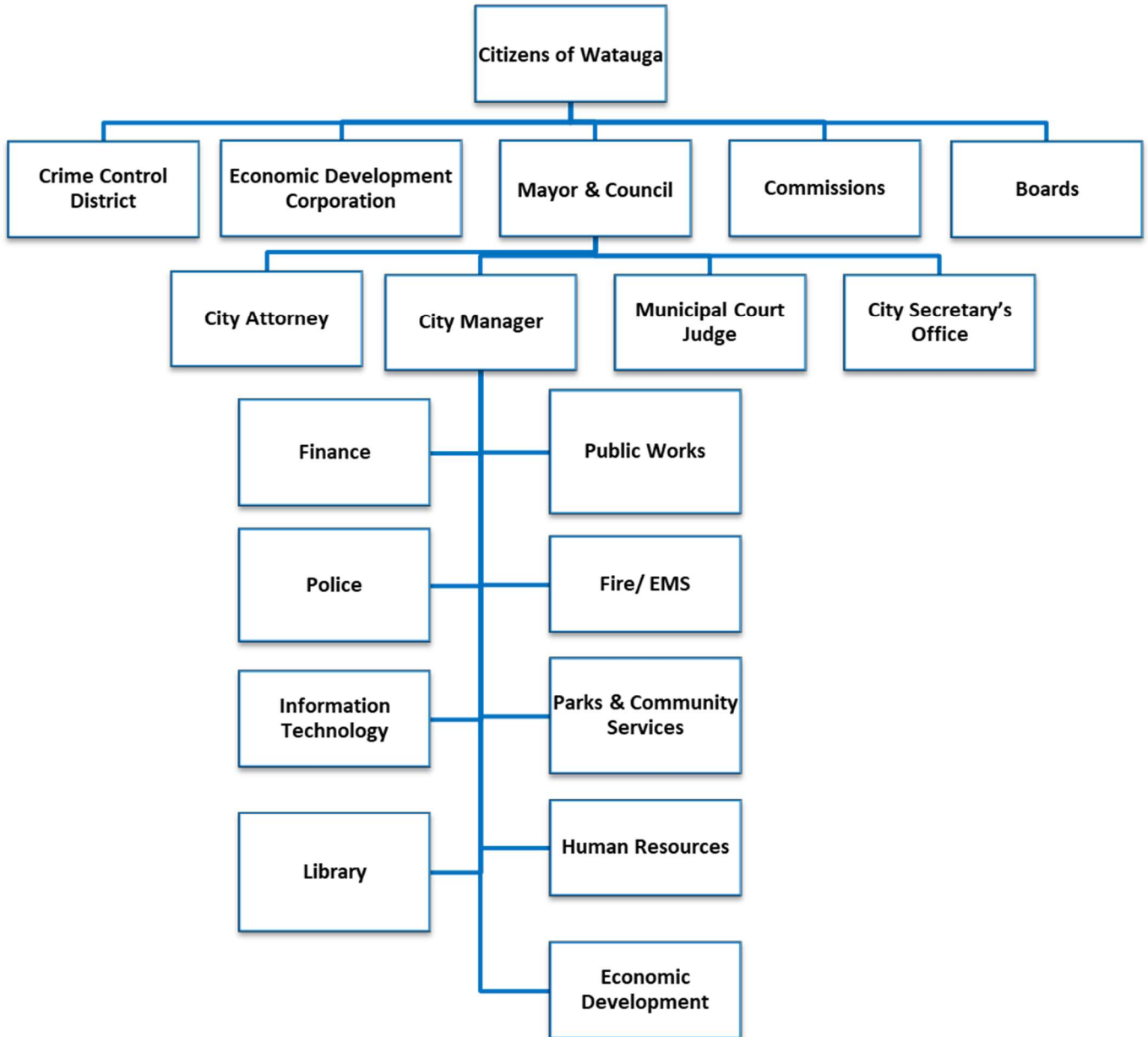
Mark Daniel
City Attorney



Zolaina Parker
City Secretary



Stewart Bass
Municipal Judge



Acknowledgements

The City of Watauga would like to recognize the members of the governing body and the following employees for contributing to the development of the City's Strategic Plan.

Governing Body

David Griffin—Mayor Pro Tem, Place 4
 Scott Prescher—Council Member, Place 1
 Tom Snyder—Council Member, Place 2
 Sandra Bush—Council Member Place 3
 Melva Clark—Council Member, Place 5
 Mark Taylor—Council Member, Place 6
 Kim Irving—Council Member, Place 7

Members of City Staff

Andrea Gardner—City Manager
 Robert Parker—Chief of Police
 Shawn Fannan—Fire Chief
 Sandra Gibson—Director of Finance
 Sal Torres—Parks & Community Services Director
 Lana Ewell—Library Director
 Marcia Reyna—Human Resources & Civil Service Director
 Bradley Fraley—Chief Information Officer
 Zolaina Parker—City Secretary

Executive Summary

“People in any organization are always attached to the obsolete - the things that should have worked but did not, the things that once were productive and no longer are.”

— Peter Drucker

Strategic planning is a systematic and continuous process where people make decisions about intended future outcomes, how those outcomes are to be accomplished and how success is measured and evaluated. This executive summary is intended to provide an overview of the City of Watauga's Strategic Planning process.

In the first quarter of each calendar year, the governing body meets to review the City's Strategic Plan that includes goals and action items for the upcoming fiscal year. Prior to the second quarter of the current calendar year, the governing body finalizes the City's Strategic Plan by approval through a resolution. Under the current City Administration, the Executive Team will complete its own planning session during the second quarter of the calendar year and develop an Action Plan that provides detailed tasks for completion of the goals and action items assigned by the governing body.

Vision Statement

A Community that meets the needs of citizens by offering a high quality of life through transparent governance.

City Goals

The goals approved by the governing body are:

1. Establish an environment conducive to strong and sustainable economic development
2. Enhance a secure and safe City
3. Enhance quality of life through recreational, cultural and education services
4. Enhance responsible fiscal management and excellent governance
5. Sustain and enhance infrastructure network
6. Commitment to maintain a highly skilled, well trained, fairly compensated, customer service-oriented workforce

Strategic Initiatives

Planning Issue:

Maintain financial strength of the City

Strategic Initiatives:

1. Maintain sound fiscal management practices and review those practices, policies and procedures to ensure the City's bond rating is maintained or improved on an annual basis.
2. Develop an internal audit committee within one year.
3. Continue to review and evaluate the City's potential to participate in the Opportunity Zones program on an annual basis.
4. Continue to seek grant opportunities for parks and trails projects on an annual basis.

Planning Issue:

Develop a sustainable economic development effort

Strategic Initiatives:

1. Develop a new business recruitment strategy within two years.
2. Develop an economic development incentive policy within one year.
3. Develop a tax abatement policy within two years.
4. Evaluate the need to conduct an election to return the ¼ cent sales tax to economic development use in May 2020 election.
5. Identify and implement a budget strategy for economic development prior to FY 2020.

Planning Issue:

Strengthen future planning

Strategic Initiatives:

1. Complete an update to the Comprehensive Plan every ten years.
2. Conduct a review of City ordinances and develop a five-year schedule for updating ordinances within one year.
3. Complete ordinance rewrites within five years.

Planning Issue:*Improve community involvement***Strategic Initiatives:**

1. Conduct a citizen survey every three years.
2. Develop and implement a Youth Advisory Council within one year.

Planning Issue:*Improve the City Brand***Strategic Initiatives:**

1. Develop a marketing strategy within one and half years.

Planning Issue:*Attract, retain and motivate qualified staff***Strategic Initiatives:**

1. Develop and implement a recruitment and retention strategy within two years.
2. Evaluate the need to add personnel in the Information Technology Department during each annual budget cycle and Personnel Improvement Plan update.
3. Conduct an employee survey every three years.

“A Great Place to Live”



“Capp Smith Park located at 5800 Robin Drive and serving as a beautiful and relaxing backdrop for Watauga’s newest 55 Lot Subdivision with average home values of \$292,500.”

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

MARK G. DANIEL

BOARD CERTIFIED - CRIMINAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

CRIMINAL TRIAL SPECIALIST-BOARD CERTIFIED
NATIONAL BOARD OF TRIAL ADVOCACY

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

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

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

March 28, 2019

Via Email

Ms. Andrea Gardner, City Manager
City of Watauga
7105 Whitley Road
Watauga, Texas 76148

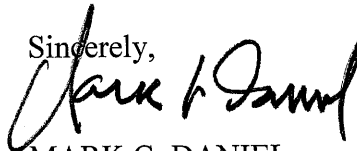
Re: Resolution for the City of Watauga, Texas re Strategic Plan 2019-2020

Dear Ms. Gardner:

Per your request, I have reviewed the "Strategic Plan Fiscal Year 2019-2020" and have accordingly drafted a Resolution by the City Council of the City of Watauga for the purpose of adopting the Strategic Plan for Fiscal Year 2019-2020. I would recommend that the same be included on the next City Council meeting agenda for consideration and approval.

Thank you for the opportunity to be of assistance. Please do not hesitate to contact me should you have any questions concerning this matter.

Sincerely,



MARK G. DANIEL

MGD/tp

cc: Mayor Pro tem David Griffin
Ms. Zolaina Parker, City Secretary

CITY OF WATAUGA, TEXAS
RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS ADOPTING THE STRATEGIC PLAN FOR THE FISCAL YEAR 2019-2020; 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 (hereinafter "the City") is committed to maintaining financial strength of the City, developing a sustainable economic development effort, strengthen future planning, improve community involvement, improve the City Brand and to attract, retain and motivate qualified staff; and

WHEREAS, The Strategic Plan for Fiscal Year 2019-2020 provides for the administration of programs and initiatives to maintain financial strength of the City, develop a sustainable economic development effort, strengthen future planning, improve community involvement, improve the City Brand and to attract, retain and motivate qualified staff for the purpose of continuing to make the City, "A Great Place to Live" ; and

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

I.

The proposed Program, "Strategic Plan Fiscal Year 2019-2020," set forth in Exhibit "A," attached hereto and incorporated by reference, is hereby adopted.

II.

This Resolution shall be and is hereby cumulative of all other Resolutions of the City of Watauga, Texas, and this Resolution shall not operate to repeal or affect any such other Resolutions

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

III.

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

IV.

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

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this _____ day of _____, 2019.

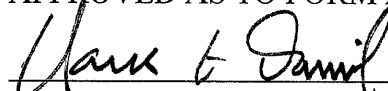
APPROVED:

DAVID GRIFFIN, Mayor Pro tem

ATTEST:

ZOLAINA R. PARKER, City Secretary

APPROVED AS TO FORM AND LEGALITY:



MARK G. DANIEL, City Attorney

City of Watauga

STRATEGIC PLAN

FISCAL YEAR 2019-2020



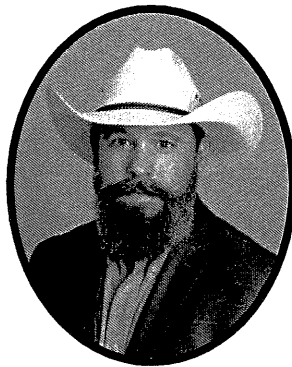
Andrea Gardner
City Manager

Delivered:
March 7, 2019

City Council



Scott Prescher
Place 1



Tom Snyder
Place 2



Sandra Bush
Place 3



David Griffin
Mayor Pro Tem
Place 4



Melva Clark
Place 5



Mark Taylor
Place 6



Kim Irving
Place 7

Mayor — Vacant

City Staff



Andrea Gardner
City Manager



Robert Parker
Police



Sandra Gibson
Finance



Marcia Reyna
Human Resources



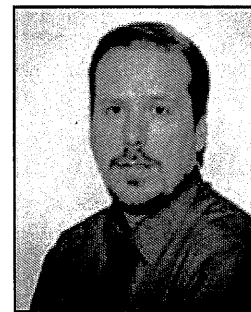
Shawn Fannan
Fire



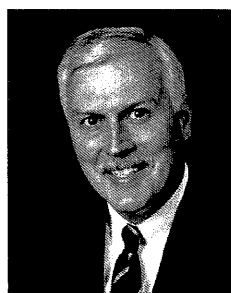
Sal Torres
Parks and Community
Service



Lana Ewell
Library



Bradley Fraley
Information Technology



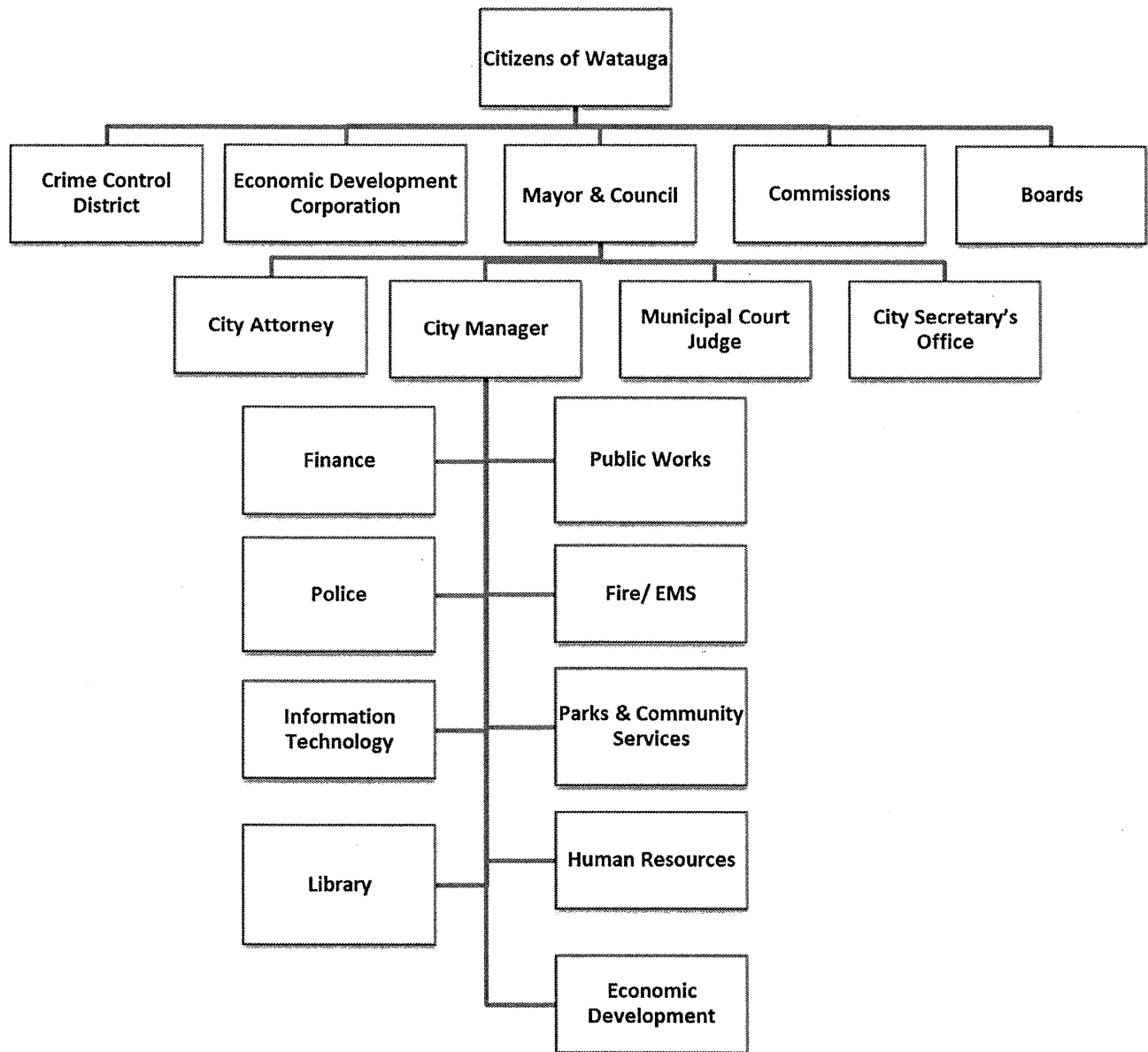
Mark Daniel
City Attorney



Zolaina Parker
City Secretary



Stewart Bass
Municipal Judge



Acknowledgements

The City of Watauga would like to recognize the members of the governing body and the following employees for contributing to the development of the City's Strategic Plan.

Governing Body

David Griffin—Mayor Pro Tem, Place 4
Scott Prescher—Council Member, Place 1
Tom Snyder—Council Member, Place 2
Sandra Bush—Council Member Place 3
Melva Clark—Council Member, Place 5
Mark Taylor—Council Member, Place 6
Kim Irving—Council Member, Place 7

Members of City Staff

Andrea Gardner—City Manager
Robert Parker—Chief of Police
Shawn Fannan—Fire Chief
Sandra Gibson—Director of Finance
Sal Torres—Parks & Community Services Director
Lana Ewell—Library Director
Marcia Reyna—Human Resources & Civil Service Director
Bradley Fraley—Chief Information Officer
Zolaina Parker—City Secretary

Executive Summary

“People in any organization are always attached to the obsolete - the things that should have worked but did not, the things that once were productive and no longer are.”

— Peter Drucker

Strategic planning is a systematic and continuous process where people make decisions about intended future outcomes, how those outcomes are to be accomplished and how success is measured and evaluated. This executive summary is intended to provide an overview of the City of Watauga's Strategic Planning process.

In the first quarter of each calendar year, the governing body meets to review the City's Strategic Plan that includes goals and action items for the upcoming fiscal year. Prior to the second quarter of the current calendar year, the governing body finalizes the City's Strategic Plan by approval through a resolution. Under the current City Administration, the Executive Team will complete its own planning session during the second quarter of the calendar year and develop an Action Plan that provides detailed tasks for completion of the goals and action items assigned by the governing body.

Vision Statement

A Community that meets the needs of citizens by offering a high quality of life through transparent governance.

City Goals

The goals approved by the governing body are:

1. Establish an environment conducive to strong and sustainable economic development
2. Enhance a secure and safe City
3. Enhance quality of life through recreational, cultural and education services
4. Enhance responsible fiscal management and excellent governance
5. Sustain and enhance infrastructure network
6. Commitment to maintain a highly skilled, well trained, fairly compensated, customer service-oriented workforce

Strategic Initiatives

Planning Issue:

Maintain financial strength of the City

Strategic Initiatives:

1. Maintain sound fiscal management practices and review those practices, policies and procedures to ensure the City's bond rating is maintained or improved on an annual basis.
2. Develop an internal audit committee within one year.
3. Continue to review and evaluate the City's potential to participate in the Opportunity Zones program on an annual basis.
4. Continue to seek grant opportunities for parks and trails projects on an annual basis.

Planning Issue:

Develop a sustainable economic development effort

Strategic Initiatives:

1. Develop a new business recruitment strategy within two years.
2. Develop an economic development incentive policy within one year.
3. Develop a tax abatement policy within two years.
4. Evaluate the need to conduct an election to return the ¼ cent sales tax to economic development use in May 2020 election.
5. Identify and implement a budget strategy for economic development prior to FY 2020.

Planning Issue:

Strengthen future planning

Strategic Initiatives:

1. Complete an update to the Comprehensive Plan every ten years.
2. Conduct a review of City ordinances and develop a five-year schedule for updating ordinances within one year.
3. Complete ordinance rewrites within five years.

Planning Issue:

Improve community involvement

Strategic Initiatives:

1. Conduct a citizen survey every three years.
2. Develop and implement a Youth Advisory Council within one year.

Planning Issue:

Improve the City Brand

Strategic Initiatives:

1. Develop a marketing strategy within one and half years.

Planning Issue:

Attract, retain and motivate qualified staff

Strategic Initiatives:

1. Develop and implement a recruitment and retention strategy within two years.
2. Evaluate the need to add personnel in the Information Technology Department during each annual budget cycle and Personnel Improvement Plan update.
3. Conduct an employee survey every three years.

“A Great Place to Live”



“Capp Smith Park located at 5800 Robin Drive and serving as a beautiful and relaxing backdrop for Watauga’s newest 55 Lot Subdivision with average home values of \$292,500.”



AGENDA MEMORANDUM

DATE: March 25, 2019

TO: Honorable City Council Members

FROM: Andrea Gardner, City Manager

SUBJECT: Consideration and action on appointing two members of the City Council to serve on the City Manager's Workgroup for the purposes of updating the City's Comprehensive Plan

BACKGROUND/INFORMATION:

On February 11, 2019, the City Manager provided a report on the Comprehensive Plan Update. Since that meeting, a more detailed plan has been created to address the process for completing the update. During the City Council meeting March 7, 2019, Council members granted staff support to form the workgroup.

A workgroup will allow for greater involvement from stakeholders and will ensure the public involvement process of the update is sufficient.

The workgroup is proposed to consist of two members from the City Council, two members from the Planning and Zoning Commission, two members from the Watauga Economic Development Corporation, staff members as assigned by the City Manager and minimum of four Watauga residents.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

City staff respectfully requests the City Council take action to appoint two members of the Council to serve on the Comprehensive Plan Workgroup.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Andrea Gardner, City Manager
Zolaina Parker, City Secretary, TRMC
Approved as to form for inclusion on Agenda

Approved - 3/27/2019
Final Approval - 4/3/2019



AGENDA MEMORANDUM

DATE: April 2, 2019

TO: Honorable City Council Members

FROM: Council Member Sandra Bush - Place 3

SUBJECT: Consideration and deliberation regarding Criminal Complaint filed against the entire City Council

BACKGROUND/INFORMATION:

On April 1, 2019, Council Member Sandra Bush sent an email to staff requesting this item be placed on the agenda.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

This item does not require a recommendation.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Andrea Gardner, City Manager

Zolaina Parker, City Secretary, TRMC

Approved as to form for inclusion on Agenda

Approved - 4/2/2019

Final Approval - 4/3/2019



AGENDA MEMORANDUM

DATE: March 8, 2019

TO: Honorable City Council Members

FROM: Mayor Pro Tem David Griffin - Place 4

SUBJECT: Consideration, discussion and possible action on finding a solution as it pertains to crosswalks at local schools

BACKGROUND/INFORMATION:

Mayor Pro Tem David Griffin requested this item be added to the agenda for discussion and possible action.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

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

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Andrea Gardner, City Manager

Zolaina Parker, City Secretary, TRMC

Approved as to form for inclusion on Agenda

Approved - 4/2/2019

Final Approval - 4/3/2019



AGENDA MEMORANDUM

DATE: April 2, 2019

TO: Honorable City Council Members

FROM: Mayor Pro Tem David Griffin - Place 4

SUBJECT: Consideration and discussion on providing ideas and suggestions to promote local businesses

BACKGROUND/INFORMATION:

Mayor Pro Tem David Griffin advised staff to add this item to the agenda via email on April 1, 2019.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

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

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Andrea Gardner, City Manager

Zolaina Parker, City Secretary, TRMC

Approved as to form for inclusion on Agenda

Approved - 4/3/2019

Final Approval - 4/3/2019



AGENDA MEMORANDUM

DATE: April 2, 2019

TO: Honorable City Council Members

FROM: Council Member Sandra Bush - Place 3

SUBJECT: Consideration and discussion regarding financial expenditures by the City Manager that are under \$50,000 without any oversight

BACKGROUND/INFORMATION:

Council Member Sandra Bush asked for this item to be added to the agenda via email on April 1, 2019.

FINANCIAL IMPLICATIONS:

The purchase order report includes all expenses in which a purchase order was issued for regardless of dollar amount. Oversight is provided by the Council through budget adoption and budget amendment processes.

Contracts \$50,000 or more and sometimes contracts less than \$50,000 are approved separately by Council.

The total approved budget by Council for all funds for FY2017-18 was \$43,441,375 and for FY2018-19 was \$43,077,608.

RECOMMENDATION/ACTION DESIRED:

This item does not require a recommendation.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Email Request by CM Bush
2. Memo requesting info CM Bush

REVIEWED BY:

Andrea Gardner, City Manager
Zolaina Parker, City Secretary, TRMC
Approved as to form for inclusion on Agenda

Approved - 4/2/2019
Final Approval - 4/3/2019

From: [Andrea Gardner](#)
To: [Zolaina Parker](#)
Subject: FW: City Manager Performance Evaluation (April 2019)
Date: Tuesday, April 2, 2019 12:09:40 PM

Zee,

I want this attached to the agenda item that Ms. Bush requested. Thanks.

From: Marcia Reyna <MReyna@wataugatx.org>
Sent: Tuesday, April 2, 2019 12:05 PM
To: Andrea Gardner <AGardner@wataugatx.org>
Subject: FW: City Manager Performance Evaluation (April 2019)

I believe this was the original request.

From: Council Member Sandra Bush
Sent: Tuesday, February 26, 2019 6:14 PM
To: Marcia Reyna
Cc: Sandra Gibson; Mayor Pro Tem David Griffin
Subject: Re: City Manager Performance Evaluation (April 2019)

What is ICMA code of ethics?

And I would ask for all the revenue or tax dollars and other sources that have been spent by the City Manager for the last 12 months including the various studies and workshops or paid guest speakers plus any others that council does not know about and how the figures relate to money generated by these expenditures back to the city or it's projects during the last year before I do an evaluation. The citizens have a right to have their tax dollars spent to improve and make the city profitable without running up the budget with little oversight. All money spent must have accountability or there should be consequences.

Thank you,
Sandy Bush

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From: Marcia Reyna <mreyna@wataugatx.org>
Sent: Tuesday, February 26, 2019 11:31 AM
Cc: Andrea Gardner
Subject: City Manager Performance Evaluation (April 2019)

Mayor Pro Tem and Council Members,

An executive session will be scheduled during the April 8, 2019 Council Meeting to discuss the annual performance evaluations with Ms. Gardner. Attached is the evaluation form. Ms. Gardner has completed **Section V: Professional Development** which has been inserted

into the document for your review. I have placed a paper copy in each of your mailboxes at City Hall. Please return the completed forms to me by Monday, March 25, 2019. Ms. Gardner will be given a copy of the evaluations prior to the meeting to allow her to review the evaluations and facilitate discussion.

(Please note that I will be sending a similar email with the City Secretary's evaluation soon. Both the City Manager's and City Secretary's Performance Evaluations will be conducted during the April 8, 2019 meeting in Executive Session.)

Let me know if you have any questions.

Sincerely,



Bcc: Council

This email was scanned by Bitdefender



INTEROFFICE MEMORANDUM

DATE: March 1, 2019

TO: Council Member Sandra Bush

FROM: Sandra Gibson, Director of Finance and Administration
Marcia Reyna, Director of Human Resources and Civil Service

SUBJECT: Clarification of request dated 2/27/2019 regarding City Manager evaluation

In regards to the above request, we respectfully ask for more clarification and guidance on the information you are looking for. Your request stated, *"And I would ask for all the revenue or tax dollars and other sources that have been spent by the City Manager for the last 12 months including the various studies and workshops or paid guest speakers plus any others that council does not know about and how the figures relate to money generated by these expenditures back to the city or it's projects during the last year before I do an evaluation. The citizens have a right to have their tax dollars spent to improve and make the city profitable without running up the budget with little oversight. All money spent must have accountability or there should be consequences."*

In attempting to fulfill your request, we were uncertain of the items you are indicating. Please provide a listing of the exact information you are requesting, i.e., names of studies, dates of workshops and subject matter, and/or guest speakers you are referencing.

For your reference, the City's spending plan is the annual budget. The annual budget provides estimates of revenues and expenditures and is proposed by the City Manager and adopted by City Council. The budget is the document that provides proof that city officials and staff are accountable for how they spend taxpayer's dollars. The adopted FY2018-19 Budget can be found at: <https://www.cowtx.org/DocumentCenter/View/7618/Budget-Book-2018-19>.