



**AGENDA
WATAUGA CITY COUNCIL
REGULAR MEETING
MONDAY, MARCH 28, 2016
CITY HALL COUNCIL CHAMBER, 7105 WHITLEY ROAD
6:30 P.M.**

COUNCIL MEETING

CALL TO ORDER

INVOCATION

PLEDGE TO THE FLAG

PLEDGE TO THE TEXAS FLAG – *“Honor the Texas Flag: I pledge allegiance to Thee, Texas, one state under God, one and indivisible”*

DISCUSSION AND APPROVAL OF MEETING AGENDA

1. Discussion and action on approval of meeting agenda

CITIZEN’S OPEN FORUM

Individuals requesting to speak during Citizen’s Open Forum will be required to fill out a “REQUEST TO SPEAK FORM” and present it to the City Secretary prior to commencement of the meeting. Speakers are limited to three minutes.

The purpose of this item is to allow citizens an opportunity to address the City Council on issues that are not the subject of a public hearing. Items which require a public hearing will allow citizens or visitors to speak at the time that item is introduced on the agenda. No formal action can be taken by the City Council on items that are not posted on the agenda.

PRESENTATION

1. Presentation of Certificate of Recognition to Watauga Police Department for achieving “Recognized Status” and following the Texas Police Chiefs Association Best Practices
Chief Tom Shehan, Texas Police Chiefs Association Representative

2. Presentation of Citizen Recognition Coin and Certificate of Recognition to Ms. Jewel Barton and Ms. Deanna Riley, for assisting the Watauga Police Department locate a missing elderly person
Glen Fowler, Police Chief
3. Presentation of Citizen Recognition Coin and Certificate of Recognition to Ms. Deanna Fromme, for assisting a citizen in a dog attack
Glen Fowler, Police Chief

REPORTS

1. **Administration** - Strategic Plan Update

CONSENT AGENDA

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

1. Approval of Monthly Financial Report – expenses and revenues for all funds from February 1, 2016, through February 29, 2016
Sandra Gibson, Director of Finance and Administration, CGFO
2. Approval of City Council Regular Meeting Minutes of January 25, 2016
Zolaina R. Parker, City Secretary
3. Approval of City Council Workshop Meeting Minutes of February 3, 2016
Zolaina R. Parker, City Secretary
4. Approval of City Council Workshop Meeting Minutes of February 4, 2016
Zolaina R. Parker, City Secretary
5. Approval of City Council Regular Meeting Minutes of February 22, 2016
Zolaina R. Parker, City Secretary
6. Approval of a proposed resolution adding policy 5.02 and 15.02; eliminating Section 13.18 replacing with policy 10.07; eliminating Sections 12.4, 13.1, 13.3, 13.4, 13.7, 13.9 and 13.17 and replacing with policy 10.10; eliminating Sections 12.1, 12.2, 12.3, 12.5, 18.16 and 19.1 and replacing with policy 11.01; eliminating Sections 19.2, 19.3, 19.4, 19.5 (partially), 19.6, 19.7 and 19.9 and replacing with policy 11.03; eliminating Sections 11.1, 11.2, 11.3, 11.4, 11.6 and 13.5 and replacing with policy 12.01; and eliminating Sections 11.5 and 11.6 and replacing with policy 12.02. [CAPTION]
Marcia Reyna, Human Resources/Civil Service Director

7. Approval of Capp Smith Playground shade structure purchase and installation, in an amount not to exceed \$22,000
Deby Woodard, Assistant Finance Director/Purchasing Manager
8. Approval of North Central Texas Trauma Advisory Council Agreement
William Crawford, Fire Chief

NEW BUSINESS

1. Discussion and action on selection of a delivery method for the City Newsletter
Bradley Fraley, Chief Information Officer/PIO
Zolaina R. Parker, City Secretary
2. Discussion and action on approval of an ordinance appointing J. Stewart Bass as Municipal Court Judge for the Court of Record for the City of Watauga, Texas, for a two (2) year term beginning May 1, 2016 and adjusting compensation [CAPTION]
Greg Vick, City Manager
3. Discussion and action on approval of an ordinance appointing Lorraine Irby as Alternate Municipal Court Judge for the Court of Record for the City of Watauga, Texas, for a two (2) year term beginning May 1, 2016 [CAPTION]
Greg Vick, City Manager

EXECUTIVE SESSION

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

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, Mayor Hector F. Garcia will announce that the City Council will convene in Executive Session (closed session) in the Council Chamber Conference Room, 7105 Whitley Road.

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 Wednesday, March 23, 2016, before 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code.

Zolaina R. Parker
Zolaina R. Parker, City Secretary



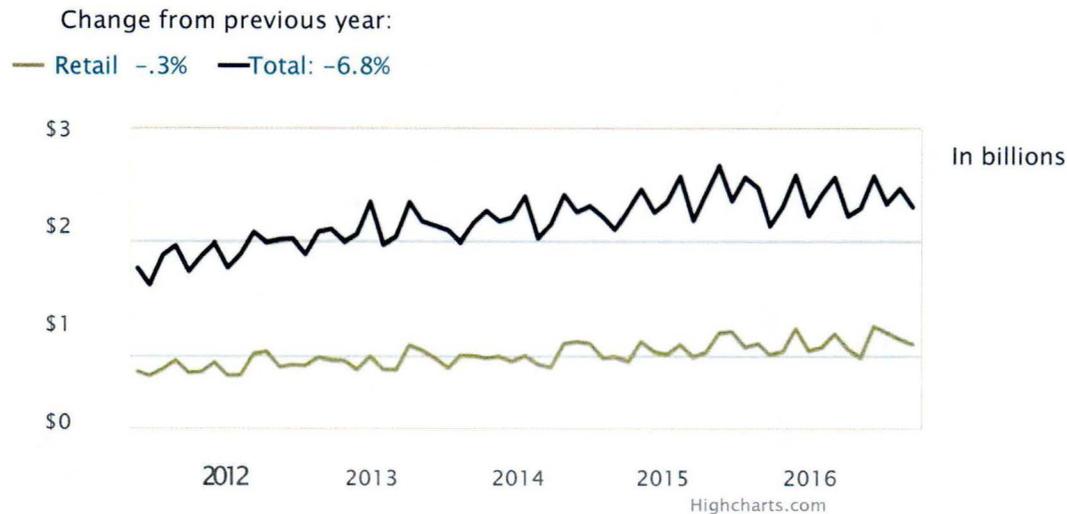


**CITY OF WATAUGA FINANCE DEPARTMENT
INTEROFFICE CORRESPONDENCE**

DATE: March 9, 2016
TO: Honorable Mayor and City Council
THROUGH: Greg Vick, City Manager *[Signature]*
FROM: Sandra Gibson, Director of Finance and Administration
SUBJECT: Monthly Report – February, 2016

The State of Texas Total Sales Tax collections for the month of March, 2016 were 6.8% percent lower than in March 2015. The City of Watauga has experienced lower sales tax receipts for the month of March, 2016 (reflecting January sales receipts) by 2%, or \$6,941 from the same time last year. Year to date sales tax receipts for the City are down 4.60% in comparison to last year at this time (cash basis).

State of Texas Sales Tax Collections

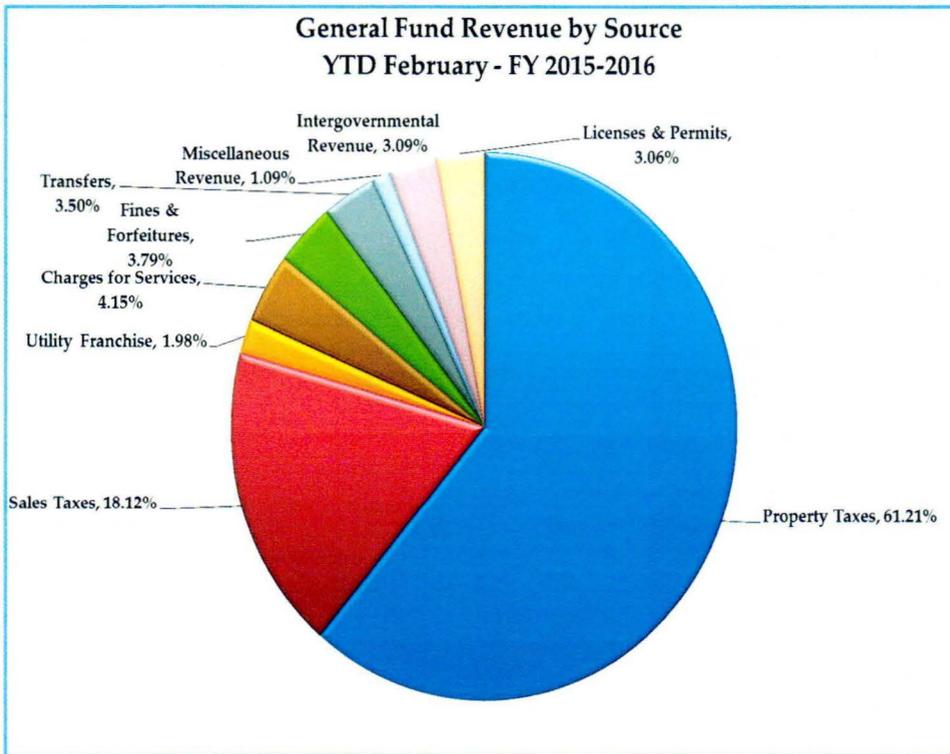
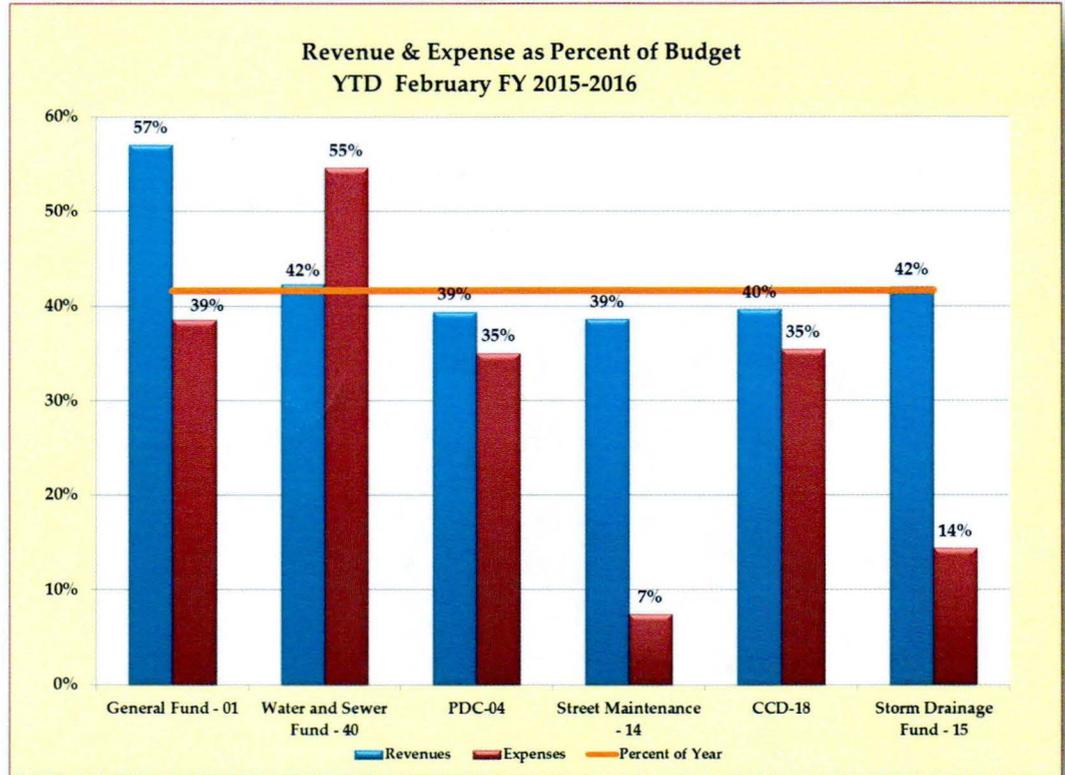


Source: Texas Comptroller of Public Accounts

The sales tax decreases for the City are primarily within the retail and the service segments. Last month, staff put measures in place to help mitigate the financial effect of the decrease of sales taxes within the General Fund. These measures include putting some one-time new and expanded purchases on hold and temporarily holding off on filling vacant general fund positions when possible

Financial Highlights

Through February, 2016, the City is 42% through the fiscal year. All revenue and expenses are reflected in the chart below. Details of each fund's revenues and expenditures are attached.



GENERAL FUND

Year-to-date revenues are 3.9% higher in comparison to last year at this time, representing 57.1% of budget collected. This increase can primarily be attributed to the increase in property tax receipts this year.

GENERAL FUND REVENUES

Property Tax: Year-to-date, the City has received 93.6% of budgeted property taxes. The majority of property tax receipts are received in the months of December and January. The City has received \$264,626 more revenue than this same time last year due to the increase in the property tax rate this fiscal year.

Utility Franchise Revenue: The majority of franchise receipts are received on a quarterly basis. Year-to-date franchise receipts are 12.6% of budgeted revenues.

Licenses and Permits: License and permit fees are at 71% of budget collected. This category of revenue has increased \$98,531 since this time last year due to permit receipts collected for two construction addition projects in the month of December.

Charges for Services: Charges for Services revenues are at 37.5% of budget and are approximately 2.3%, or \$6,654 lower than last year's revenues.

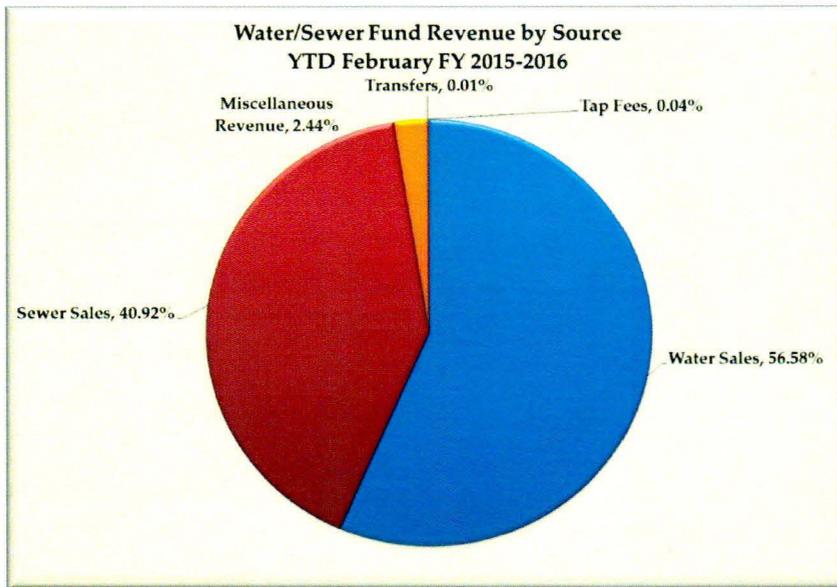
Fines and Forfeitures: Fines and Forfeitures revenues for February, 2016 are up 6.7% from February, 2015 and are at 34.7% of budget collected. For the year, this category is below expectations and revenues are \$79,666, or 23.7% lower than this time last year. As reported in previous months, this is due to a decreased activity in the number of municipal citations and fines associated with staffing and software issues. However, recent data shows the number of citations issued in the last couple of months has been increasing from earlier this fiscal year.

Intergovernmental Revenue and Transfers. Intergovernmental Revenue is 42% of budget and Transfers are 41.8% of budget.

GENERAL FUND EXPENSES

General Fund expenses in total are in line with budget expectations at 38.6%. See below departmental expenditure summary:

	CURRENT BUDGET	2/29/2016 YTD ACTUAL	% USED
Administration	265,500	100,112	38%
Administration (CM)	-	-	
Human Resources	149,400	50,165	34%
Buildings	826,400	236,074	29%
Finance	750,380	266,419	36%
Code Compliance/Inspection	275,950	97,267	35%
Library	904,600	341,605	38%
Parks	-	-	
Recreation	597,600	206,028	34%
Police	3,420,050	1,429,459	42%
Fire / EMS	2,170,800	824,164	38%
Public Works	594,950	202,306	34%
Fleet Management	184,300	65,831	36%
Non-Departmental	1,195,050	549,300	46%
Management Info System	385,700	137,116	36%
Planning & Development	254,800	94,934	37%
Transfers to Other Funds	666,000	277,500	42%
TOTAL EXPENDITURES	\$ 12,641,480	\$ 4,878,280	39%



Water and sewer revenues are currently at 42.4% of budgeted revenue and are up approximately \$302,897 in comparison to last year. Water usage consumption for the month of January (billed in February) increased by 1% over prior year consumption, and is up 7.68% year to date. Year-to-date expenses are currently at 54.6% due to the transfers to the debt service funds for payments that occur

during the 2nd Quarter of the Fiscal Year.

Miscellaneous Sales: Miscellaneous sales include penalty revenue, EPA revenue, service charges, returned check fees, and damaged/tampering fees. This category of revenue is at 42.4% of budget collected.

STORM DRAIN FUND – Revenues are flat in comparison with FY2015 and are on target with budget expectations. Expenses are at 14.4% of budget in this fund through February 2016.

SPECIAL REVENUE FUNDS - In the Street Maintenance Fund, revenues are at 38.7% of budget collected. Expenses are 7.4% of budget. The Crime Control and Prevention District has collected 39.7% of budgeted sales tax revenues and is at 35.5% of budget expended. The Parks Development Fund has collected 39.4% of sales tax revenues and is at 35.1% of budget expended through February, 2016.

OTHER FINANCIAL NOTES

Budget Kick-Off for departments was held on March 9th, 2016. A few important dates regarding the budget calendar are listed below:

- June 6th CCD Budget Workshop & Meeting
- June 20th CCD Public Hearing and Budget Adoption*
- Budget Workshop – General Overview & CIP
- July 25th Budget Workshop & PDC Budget Acceptance*
- July 29th Preliminary Budget submitted to Council
- Aug 3rd Budget Presentation – Budget Highlights
- Aug 15th CCD Budget Public Hearing*
- Aug 15th Public Hearing Budget for City Budget*
- Aug 22nd Budget Workshop (if needed)
- Aug 29th 2nd Public Hearing on Budget
- Sept. 7th Budget Adoption*

*Regular City Council Meeting

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending February 29, 2016 (2nd Qtr.)**

GENERAL FUND - 01

REVENUE:	CURRENT BUDGET	2/29/2016 YTD ACTUAL	% USED	% REMAINING	2/28/2015 YTD ACTUAL	\$ CHG 16 vs 15	% CHG 16 vs 15
TAXES							
AD VALOREM	4,414,183	4,130,651	93.58%	6.42%	3,866,025	264,626	6.84%
Delinquent	30,000	11,553	38.51%	61.49%	27,700	(16,147)	-58.29%
Penalty & Interest	27,000	7,507	27.80%	72.20%	10,976	(3,470)	-31.61%
SALES TAX	3,225,551	1,223,150	37.92%	62.08%	1,294,320	(71,170)	-5.50%
UTILITY FRANCHISE	1,060,000	133,954	12.64%	87.36%	76,548	57,406	0.07%
LICENSES & PERMITS	291,000	206,663	71.02%	28.98%	108,132	98,531	91.12%
INTERGOVERNMENTAL REVENUE	496,500	208,699	42.03%	57.97%	193,573	15,126	7.81%
OIL & GAS LEASE REVENUE	-	-	-	-	-	0	-
CHARGES FOR SERVICES	747,000	280,139	37.50%	62.50%	286,793	(6,654)	-2.32%
FINES & FORFEITURES	736,700	255,876	34.73%	65.27%	335,542	(79,666)	-23.74%
MISCELLANEOUS INCOME	264,600	73,385	27.73%	72.27%	88,649	(15,264)	-17.22%
OPERATING TRANSFERS IN	565,113	235,992	41.76%	58.24%	222,215	13,777	6.20%
TOTAL REVENUE	\$11,857,647	\$6,767,568	57.07%	42.93%	\$6,510,473	\$257,095	3.95%
TOTAL EXPENDITURES	\$12,641,480	\$4,878,280	38.59%	61.41%	\$4,697,602	\$180,678	3.85%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$783,834)	\$1,889,287			\$1,812,871	\$76,416.30	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending February 29, 2016 (2nd Quarter)**

DEBT SERVICE FUND - 03

REVENUE:	<u>CURRENT BUDGET</u>	<u>2/29/2016 YTD ACTUAL</u>	<u>% USED</u>	<u>% REMAINING</u>	<u>2/28/2015 YTD ACTUAL</u>	<u>\$ CHG 16 vs 15</u>	<u>% CHG 16 vs 15</u>
TAXES							
AD VALOREM	1,750,000	1,675,520	95.74%	4.26%	1,669,765	\$5,755	0.34%
Delinquent	15,000	4,533	30.22%	69.78%	12,193	(\$7,660)	-62.82%
Penalty & Interest	12,000	2,861	23.84%	76.16%	4,218	(\$1,357)	-32.17%
INTEREST EARNINGS	800	611	76.43%	23.57%	146	\$465	-
OTHER FINANCING SOURCES	-	0	-	-	0	\$0	-
OPERATING TRANSFERS IN	-	0	-	-	0	\$0	-
TOTAL REVENUE	\$1,777,800	\$1,683,525	94.70%	5.30%	\$1,686,322	(\$2,796)	-0.17%
TOTAL EXPENDITURES	\$1,760,410	1,274,151	72.38%	27.62%	828,400	\$445,751	-
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$17,390.00	\$409,374			\$857,922	-\$448,547	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending February 29, 2016 (2nd Quarter)**

PARKS DEVELOPMENT FUND - 04

REVENUE:	<u>CURRENT BUDGET</u>	<u>2/29/2016 YTD ACTUAL</u>	<u>% USED</u>	<u>% REMAINING</u>	<u>2/28/2015 YTD ACTUAL</u>	<u>\$ CHG 16 vs 15</u>	<u>% CHG 16 vs 15</u>
SALES TAX	772,262	304,281	39.40%	60.60%	322,287	(18,006)	-5.59%
INTEREST EARNINGS	500	374	74.80%	25.20%	91	283	-
INTEREST/ESCROW	-	-	-	-	-	-	-
CONTRIBUTIONS/OTHER	-	-	-	-	-	-	-
TOTAL REVENUE	\$772,762	\$304,655	39.42%	60.58%	\$322,378	(17,724)	-5.59%
TOTAL EXPENDITURES	795,463	278,886	35.06%	64.94%	\$ 446,950	(168,064)	-37.60%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$22,701)	\$25,769			(\$124,571)	\$150,341	

100.00%

CITY OF WATAUGA
 BUDGET TO ACTUAL COMPARISON
 FISCAL YEAR 2016
 For the period ending February 29, 2016 (2nd Quarter)

STREET MAINTENANCE FUND - 14

REVENUE:	<u>CURRENT BUDGET</u>	<u>2/29/2016 YTD ACTUAL</u>	<u>% USED</u>	<u>% REMAINING</u>	<u>2/28/2015 YTD ACTUAL</u>	<u>\$ CHG 16 vs 15</u>	<u>% CHG 16 vs 15</u>
SALES TAX	779,834	300,929	38.59%	61.41%	265,210	35,720	0.13
INTEREST EARNINGS	-	523	-	-	65	458	-
INTEREST/ESCROW	-	-	-	-	-	0	-
CONTRIBUTIONS/OTHER	-	-	-	-	-	0	-
TOTAL REVENUE	\$ 779,834	\$301,452	38.59%	61.41%	265,275	\$36,178	13.64%
TOTAL EXPENDITURES	\$610,000	\$45,281	7.42%	92.58%	40,629	\$4,652	
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$169,834	\$256,171			\$224,646	\$31,525	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending February 29, 2016 (2nd Quarter)**

STORM DRAIN FUND - 15

REVENUE:	<u>CURRENT BUDGET</u>	<u>2/29/2016 YTD ACTUAL</u>	<u>% USED</u>	<u>% REMAINING</u>	<u>2/28/2015 YTD ACTUAL</u>	<u>\$ CHG 16 vs 15</u>	<u>% CHG 16 vs 15</u>
USERS FEE	1,415,000	591,566	41.81%	58.19%	591,332	234	0.04%
OTHER REVENUE	-	1,800	-	-	-	1,800	-
INTEREST INCOME	1,500	2,130	141.98%	-41.98%	430	1,700	-
			-	-		-	-
TOTAL REVENUE	\$1,416,500	\$595,496	42.04%	57.96%	\$591,762	\$3,734	0.63%
TOTAL EXPENDITURES	\$2,198,032	\$315,494	14.35%	85.65%	\$319,191	(\$3,697)	-1.16%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$781,532)	\$280,002			\$272,571	\$7,431	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending February 29, 2016 (2nd Quarter)**

CRIME CONTROL - 18

REVENUE:	<u>CURRENT BUDGET</u>	<u>2/29/2016 YTD ACTUAL</u>	<u>% USED</u>	<u>% REMAINING</u>	<u>2/28/2015 YTD ACTUAL</u>	<u>\$ CHG 16 vs 15</u>	<u>% CHG 16 vs 15</u>
SALES TAX	1,544,525	603,965	39.10%	60.90%	637,328	(33,363)	-5.23%
INTEREST EARNINGS/OTHER	38,500	24,194	-	-	23,743	451	1.90%
MISC GRANT PROCEEDS	-	-	-	-	-	-	-
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL REVENUE	<u>\$1,583,025</u>	<u>628,159</u>	<u>39.68%</u>	<u>60.90%</u>	<u>\$661,071</u>	<u>(32,912)</u>	<u>-4.98%</u>
TOTAL EXPENDITURES	<u>\$1,729,200</u>	<u>613,224</u>	<u>35.46%</u>	<u>64.54%</u>	<u>\$699,312</u>	<u>(86,088)</u>	<u>-12.31%</u>
EXCESS REVENUE OVER (UNDER) EXPENDITURES	<u>(\$146,175)</u>	<u>\$14,935</u>			<u>(\$38,241)</u>	<u>\$53,176</u>	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending February 29, 2016 (2nd Quarter)**

WATER & SEWER - 40

REVENUE:	CURRENT BUDGET	2/29/2016 YTD ACTUAL	% USED	% REMAINING	2/28/2015 YTD ACTUAL	\$ CHG 16 vs 15	% CHG 16 vs 15
WATER SALES	4,528,000	1,980,539	43.74%	56.26%	1,774,571	205,967	11.61%
SEWER SALES	3,525,000	1,432,420	40.64%	59.36%	1,340,051	92,369	6.89%
MISCELLANEOUS	206,000	85,499	41.50%	58.50%	89,982	(4,484)	-4.98%
PENALTY	200,000	85,797	42.90%	57.10%	77,139	8,658	11.22%
INTEREST	5,000	-	0.00%	100.00%	-	-	-
TRANSFERS	-	514	-	-	328	186	56.77%
TAP FEES	-	1,500	-	-	1,300	200	15.38%
SALE OF ASSETS	-	-	-	-	-	-	-
 TOTAL REVENUE	 \$8,464,000	 \$3,586,268	 42.37%	 57.63%	 \$3,283,372	 \$302,897	 9.23%
 TOTAL EXPENDITURES	 \$8,764,967	 \$4,789,037	 54.64%	 45.36%	 \$4,437,843	 \$351,194	 7.91%
 EXCESS REVENUE OVER (UNDER) EXPENDITURES	 (\$300,967)	 (\$1,202,769)			 (\$1,154,471)	 (\$48,297)	

100.00%

**MINUTES
WATAUGA CITY COUNCIL
REGULAR MEETING
MONDAY, JANUARY 25, 2016
CITY HALL, COUNCIL CHAMBER, 7105 WHITLEY ROAD
6:30 P.M.**

The City Council of the City of Watauga, Texas convened in Regular Session at 6:30 p.m., with the following members present:

Hector F. Garcia	Mayor
Robert Davis	Mayor Pro Tem
Hal Gerhardt	Council Member
Brandon Krausse	Council Member
James Wright	Council Member
Melva Clark	Council Member
Patrick Shelbourne	Council Member

and

Greg Vick	City Manager
Andrew Decker	Assistant to City Attorney
Zolaina R. Parker	City Secretary
Sandra Gibson	Director of Finance and Administration, CGFO
Paul Hackelman	Public Works Director
Glen Fowler	Police Chief
Bill Crawford	Fire Chief
Marcia Reyna	Human Resources/Civil Service Director
Sal Torres	Parks and Community Services Director
Lana Ewell	Library Director
Bradley Fraley	Chief Information Officer/PIO
Jacquelyn Reyff	Planning and Development Manager

with

Council Member Griffin absent with notice.

COUNCIL MEETING

CALL TO ORDER

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

INVOCATION

Mayor Garcia gave the Invocation.

PLEDGE TO THE FLAG AND TEXAS FLAG

Mayor Garcia led the pledge to the flags.

DISCUSSION AND APPROVAL OF MEETING AGENDA

1. Discussion and action on approval of meeting agenda

Minutes
 City Council Regular Meeting
 January 25, 2016
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Council Member Gerhardt made a motion to approve the agenda as presented. Council Member Clark seconded the motion, which passed as follows:

AYES: Gerhardt, Krausse, Wright, Clark, Shelbourne, Davis
NAYS: None
ABSENT: Griffin
ABSTAIN: Garcia

CITIZEN'S OPEN FORUM

None

PRESENTATION

1. Presentation of the 2015 Texas Municipal Library Directors Association Achievement of Library Excellence Award to the City of Watauga Library

Mayor Garcia presented the 2015 Texas Municipal Library Directors Association Achievement of Library Excellence Award to the City of Watauga Library Director, Lana Ewell.

REPORTS

1. **Finance and Administration** - Monthly Financial Report – expenses and revenues for all funds from December 1, 2015, through December 31, 2015

Sandra Gibson, Director of Finance and Administration, CGFO, provided an overview of the Monthly Financial Report – expenses and revenues for all funds from December 1, 2015, through December 31, 2015

2. **Planning and Economic Development** - Update on One Watauga

Jacquelyn Reyff, Planning and Development Director, provided an update on One Watauga.

CONSENT AGENDA

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

AYES: Gerhardt, Krausse, Wright, Clark, Shelbourne, Davis
NAYS: Griffin
ABSENT: None
ABSTAIN: Garcia

1. Approval of quarterly investment report as of December 31, 2015
2. Approval of a proposed resolution eliminating Section 10.1 replacing with policy 4.03, eliminating Section 21.7 and replacing with policy 10.11 and changing

policy number 6.01 Employee Records to 5.01; policy 7.01 Procedure for Receiving Pay to 6.01; and policy 11.04 Confidentiality to 10.04 of the City of Watauga Personnel, Administration and Financial Policies and Procedures Manual [CAPTION]

The resolution as approved carries the following caption:

CITY OF WATAUGA, TEXAS
 RESOLUTION NO. 16-01-25-01

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS ELIMINATING SECTIONS 10.1 AND 21.7 OF THE CITY OF WATAUGA PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL EFFECTIVE FEBRUARY 24, 2014, AND REPLACING THOSE SECTIONS WITH POLICY SECTIONS 4.03 AND 10.11 OF THE CITY OF WATAUGA PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL WHICH BEGAN APRIL 27, 2015; PROVIDING FOR THE RENUMBERING OF SECTIONS 6.01, 7.01, AND 11.04 TO 5.01, 6.01, AND 10.04 RESPECTIVELY OF PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL WHICH BEGAN APRIL 27, 2015; 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

3. Approval of appointment of Mr. Barry Sullivan to the Civil Service Commission, Place 3
4. Approval of appointment of Mr. Barry Sullivan to the Zoning Board of Adjustment, Place 4
5. Approval of appointment of Mr. Bobby Osburn to the Board of Appeals, Place 2
6. Approval of appointment of Mr. Bobby Osburn to the Zoning Board of Adjustment, Place 3
7. Approval of appointment of Mr. Chris Kennedy to the Architectural Review Committee, Place 2

NEW BUSINESS

1. Discussion and action on approval of a Change Order to the Capital Improvement Plan - 2015 Wastewater Improvements and Watauga Heights Storm Drain Improvements Construction Contract with Ark Contracting Services, LLC

Council Member Shelbourne made a motion to approve change order to the Capital Improvement Plan - 2015 Wastewater Improvements and Watauga Heights Storm Drain Improvements Construction Contract with Ark Contracting

Services, LLC. Council Member Krausse seconded the motion, which passed as follows:

AYES: Gerhardt, Krausse, Wright, Clark, Shelbourne, Davis
NAYS: Griffin
ABSENT: None
ABSTAIN: Garcia

2. Discussion and action on approval of a proposed resolution calling for a General Election for Council Member Places 1, 2, 6 and 7, to be held on Saturday, May 7, 2016 at Watauga City Hall, 7105 Whitley Road, Watauga, Texas, 76148, including days and hours of Early Voting and continuing joint election services through Tarrant County [CAPTION]

Council Member Shelbourne made a motion to approve proposed resolution calling for a General Election for Council Member Places 1, 2, 6 and 7, to be held on Saturday, May 7, 2016 at Watauga City Hall, 7105 Whitley Road, Watauga, Texas, 76148, including days and hours of Early Voting and continuing joint election services through Tarrant County. Council Member Gerhardt seconded the motion, which passed as follows:

AYES: Gerhardt, Krausse, Wright, Clark, Shelbourne, Davis
NAYS: Griffin
ABSENT: None
ABSTAIN: Garcia

The resolution as approved carries the following caption:

CITY OF WATAUGA, TEXAS
 RESOLUTION NO. 16-01-25-02

A RESOLUTION AND ELECTION ORDER BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS CALLING AN ELECTION TO BE HELD IN SAID CITY ON THE 7TH DAY OF MAY 2016 FOR THE GENERAL ELECTION OF CITY COUNCIL MEMBER PLACE 1, CITY COUNCIL MEMBER PLACE 2, CITY COUNCIL MEMBER PLACE 6 AND CITY COUNCIL MEMBER PLACE 7; PROVIDING FOR A JOINT ELECTION AGREEMENT WITH TARRANT COUNTY; SETTING THE DATE, PLACE AND TIME OF SAID ELECTION; AND OTHER PROVISIONS OTHERWISE INCIDENTAL TO SUCH RESOLUTION IN ACCORDANCE WITH THE TEXAS ELECTION LAWS AND ARTICLES III AND IV OF THE CITY OF WATAUGA HOME RULE CHARTER; 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

3. Discussion and action on approval of a proposed ordinance calling for a Special Election for the reauthorization of the local sales and use tax in the City of Watauga, Texas, at the rate of one-fourth of one percent to continue providing revenue for maintenance and repair of municipal streets , to be held on Saturday,

May 7, 2016 at Watauga City Hall, 7105 Whitley Road, Watauga, Texas, 76148, including days and hours of Early Voting and continuing joint election services through Tarrant County [CAPTION]

Council Member Gerhardt made a motion to approve proposed ordinance calling for a Special Election for the reauthorization of the local sales and use tax in the City of Watauga, Texas, at the rate of one-fourth of one percent to continue providing revenue for maintenance and repair of municipal streets , to be held on Saturday, May 7, 2016 at Watauga City Hall, 7105 Whitley Road, Watauga, Texas, 76148, including days and hours of Early Voting and continuing joint election services through Tarrant County. Council Member Krausse seconded the motion, which passed as follows:

AYES: Gerhardt, Krausse, Wright, Clark, Shelbourne, Davis
NAYS: Griffin
ABSENT: None
ABSTAIN: Garcia

The ordinance as approved carries the following caption:

CITY OF WATAUGA, TEXAS
 ORDINANCE NO. 1614

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS, CALLING A SPECIAL ELECTION TO BE HELD IN SAID CITY ON THE 7TH DAY OF MAY 2016 FOR THE CONTINUATION OF THE ADOPTION OF A LOCAL SALES AND USE TAX OF ONE-FOURTH OF ONE PERCENT FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; SETTING THE DATE, PLACE AND TIME OF SAID ELECTION; AND OTHER PROVISIONS OTHERWISE INCIDENTAL TO SUCH ORDINANCE IN ACCORDANCE WITH THE TEXAS ELECTION LAWS AND ARTICLES III AND IV OF THE CITY OF WATAUGA HOME RULE CHARTER; PROVIDING THAT ALL ORDINANCES IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE

4. Discussion and action on approval of a proposed resolution authorizing Texas Coalition for Affordable Power (TCAP) to negotiate an electric supply agreement for five (5) years effective January 1, 2018, to act as an agent on behalf of the City; and to authorize the City Manager, Mayor, or Mayor Pro-tem to execute an electric supply agreement for deliveries of electricity effective January 1, 2018 through 2022 through "TCAP" [CAPTION]

Council Member Krausse made a motion to approve proposed resolution authorizing Texas Coalition for Affordable Power (TCAP) to negotiate an electric supply agreement for five (5) years effective January 1, 2018, to act as an agent on behalf of the City; and to authorize the Mayor or Mayor Pro-tem to execute an electric supply agreement for deliveries of electricity effective January 1, 2018

through 2022 through “TCAP. Mayor Pro Tem Davis seconded the motion, which passed as follows:

AYES: Gerhardt, Krausse, Wright, Clark, Shelbourne, Davis
NAYS: Griffin
ABSENT: None
ABSTAIN: Garcia

The resolution as approved carries the following caption:

CITY OF WATAUGA, TEXAS
 RESOLUTION NO. 16-01-25-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS, AUTHORIZING THE TEXAS COALITION FOR AFFORDABLE POWER, INC. (TCAP) TO NEGOTIATE AN ELECTRIC SUPPLY AGREEMENT FOR FIVE YEARS FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018; AUTHORIZING TCAP TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR ELECTRICITY; AUTHORIZING THE CITY COUNCIL OF THE CITY OF WATAUGA TO EXECUTE AN ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018 AND COMMITTING TO BUDGET FOR ENERGY PURCHASES IN 2018 THROUGH 2022 AND TO HONOR THE CITY'S COMMITMENTS TO PURCHASE POWER FOR ITS ELECTRICAL NEEDS IN 2018 THROUGH 2022 THROUGH TCAP; 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 on selecting comparative cities to be used in the 2016 Classification and Compensation study and future maintenance and planning of the City's Classification Plan

Council Member Krausse made a motion to take no action. Council Member Gerhardt seconded the motion, which passed as follows:

AYES: Gerhardt, Krausse, Wright, Clark, Shelbourne, Davis
NAYS: Griffin
ABSENT: None
ABSTAIN: Garcia

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.

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Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, at 8:27 p.m., Mayor Hector F. Garcia announced that the City Council will convene in Executive Session (closed session) in the Council Chamber Conference Room, 7105 Whitley Road.

1. The City Council will convene in Executive Session pursuant to Chapter 551 of the Texas Government Code (Texas Open Meetings Act), Section 551.087 regarding Economic Development, to (1) deliberate commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1); and pursuant to Section 551.072 regarding Real Property, to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

ITEM OF EXECUTIVE SESSION DELIBERATION:

1. To deliberate the possible acquisition and economic development of property generally located at the north end of Capp Smith Park, adjacent to Starnes Road

RECONVENE

The City Council returned to open session at 9:14 p.m., in the City Council Chamber for possible discussion and action as a result of the Executive Session as follows:

1. To deliberate the possible acquisition and economic development of property generally located at the north end of Capp Smith Park, adjacent to Starnes Road

Council Member Wright made a motion to take no action. Mayor Pro Tem Davis seconded the motion, which passed as follows:

AYES: Gerhardt, Krausse, Wright, Clark, Shelbourne, Davis
NAYS: Griffin
ABSENT: None
ABSTAIN: Garcia

ADJOURNMENT

With there being no further business, Mayor Garcia adjourned the meeting at 9:16 p.m.

APPROVED: this 28th day of March, 2016.

SIGNED: this 28th day of March, 2016.

**MINUTES
WATAUGA CITY COUNCIL
WORKSHOP
WEDNESDAY, FEBRUARY 3, 2016
FIRE STATION TRAINING ROOM, 5909 HIGHTOWER DRIVE
5:30 P.M.**

The City Council of the City of Watauga, Texas convened at 5:33 p.m., for the purpose of conducting a workshop with the following members present:

Hector F. Garcia	Mayor
Robert Davis	Mayor Pro Tem
Hal Gerhardt	Council Member
Brandon Krausse	Council Member
Lee Griffin	Council Member
James Wright	Council Member
Melva Clark	Council Member
Patrick Shelbourne	Council Member

and

Greg Vick	City Manager
Zolaina R. Parker	City Secretary
Sandra Gibson	Director of Finance and Administration, CGFO
Paul Hackelman	Public Works Director
Glen Fowler	Police Chief
Bill Crawford	Fire Chief
Marcia Reyna	Human Resources/Civil Service Director
Sal Torres	Parks and Community Services Director
Lana Ewell	Library Director
Bradley Fraley	Chief Information Officer/PIO
Jacquelyn Reyff	Planning and Development Manager

Workshop to discuss Strategic Planning

City Council met and discussed various issues concerning strategic planning, vision statement, goals, objectives and issues relevant to City business.

During the course of discussion, no vote, order, decision, or other action was taken on the information presented.

ADJOURNMENT

Mayor Garcia adjourned the workshop at 9:02 p.m.

APPROVED: this 28th day of March, 2016

SIGNED: this 28th day of March, 2016

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City Council Workshop
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APPROVED:

Hector F. Garcia, Mayor

ATTEST:

Zolaina R. Parker, City Secretary

MINUTES DRAFT

**MINUTES
WATAUGA CITY COUNCIL
WORKSHOP
THURSDAY, FEBRUARY 4, 2016
FIRE STATION TRAINING ROOM, 5909 HIGHTOWER DRIVE
5:30 P.M.**

The City Council of the City of Watauga, Texas convened at 5:38 p.m., for the purpose of conducting a workshop with the following members present:

Hector F. Garcia	Mayor
Robert Davis	Mayor Pro Tem
Hal Gerhardt	Council Member
Brandon Krausse	Council Member
Lee Griffin	Council Member
James Wright	Council Member
Melva Clark	Council Member
Patrick Shelbourne	Council Member

and

Greg Vick	City Manager
Zolaina R. Parker	City Secretary
Sandra Gibson	Director of Finance and Administration, CGFO
Paul Hackelman	Public Works Director
Glen Fowler	Police Chief
Bill Crawford	Fire Chief
Marcia Reyna	Human Resources/Civil Service Director
Sal Torres	Parks and Community Services Director
Lana Ewell	Library Director
Bradley Fraley	Chief Information Officer/PIO
Jacquelyn Reyff	Planning and Development Manager

Workshop to discuss Strategic Planning

City Council met and discussed various issues concerning strategic planning, vision statement, goals, objectives and issues relevant to City business.

During the course of discussion, no vote, order, decision, or other action was taken on the information presented.

ADJOURNMENT

Mayor Garcia adjourned the workshop at 8:56 p.m.

APPROVED: this 28th day of March, 2016

SIGNED: this 28th day of March, 2016

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APPROVED:

Hector F. Garcia, Mayor

ATTEST:

Zolaina R. Parker, City Secretary

MINUTES DRAFT

**MINUTES
WATAUGA CITY COUNCIL
REGULAR MEETING
MONDAY, FEBRUARY 22, 2016
CITY HALL, COUNCIL CHAMBER, 7105 WHITLEY ROAD
6:30 P.M.**

The City Council of the City of Watauga, Texas convened in Regular Session at 6:30 p.m., with the following members present:

Hector F. Garcia	Mayor
Robert Davis	Mayor Pro Tem
Hal Gerhardt	Council Member
Brandon Krausse	Council Member
Lee Griffin	Council Member
James Wright	Council Member
Melva Clark	Council Member
Patrick Shelbourne	Council Member

and

Greg Vick	City Manager
Mark G. Daniel	City Attorney
Zolaina R. Parker	City Secretary
Sandra Gibson	Director of Finance and Administration, CGFO
Paul Hackelman	Public Works Director
Glen Fowler	Police Chief
Bill Crawford	Fire Chief
Marcia Reyna	Human Resources/Civil Service Director
Sal Torres	Parks and Community Services Director
Lana Ewell	Library Director
Bradley Fraley	Chief Information Officer/PIO
Jacquelyn Reyff	Planning and Development Manager

COUNCIL MEETING

CALL TO ORDER

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

INVOCATION

Council Member Shelbourne gave the Invocation.

PLEDGE TO THE FLAG AND TEXAS FLAG

Mayor Garcia led the pledge to the flags.

DISCUSSION AND APPROVAL OF MEETING AGENDA

1. Discussion and action on approval of meeting agenda

Council Member Wright made a motion to approve the agenda as presented. Mayor Pro Tem Davis seconded the motion, which passed as follows:

AYES: Gerhardt, Krausse, Wright, Clark, Shelbourne, Davis
NAYS: None
ABSENT: Griffin (Arrived at 6:54 p.m.)
ABSTAIN: Garcia

CITIZEN'S OPEN FORUM

Ms. Leanne Voyles, 7529 Walnut Hill Court, Watauga, Texas, addressed the upcoming re-zoning issue with Keller ISD schools and how Watauga Police Department will need to provide children a safe way to cross Highway 377.

PRESENTATION

1. Presentation of Certificates of Recognition to Mayor Pro Tem Davis and Council Member Melva Clark, for receiving the Texas Municipal League Certificate of Recognition on completing forty two hours of Continuing Education Units through the Texas Municipal League in 2015

Mayor Garcia presented Certificates of Recognition to Mayor Pro Tem Davis and Council Member Melva Clark, for receiving the Texas Municipal League Certificate of Recognition on completing forty two hours of Continuing Education Units through the Texas Municipal League in 2015.

2. Presentation of the Comprehensive Annual Financial Report for the Fiscal Year ending September 30, 2015

Celina Miller, Audit Partner with Whitley Penn presented the Comprehensive Annual Financial Report for the Fiscal Year ending September 30, 2015.

REPORTS

1. Planning and Economic Development - Economic Development Update

Denise Wilkerson, Economic Development Coordinator, provided an update on Economic Development.

2. Planning and Economic Development - Update on One Watauga

Jacquelyn Reyff, Planning and Development Manager, provided an update on One Watauga.

3. Public Works - Capital Improvement Projects Update

Paul Hackleman, Public Works Director, provided an update on Capital Improvements Projects Update.

CONSENT AGENDA

Mayor Pro Tem Davis made a motion to approve the consent agenda as presented. Council Member Krausse seconded the motion, which passed as follows:

- AYES:** Gerhardt, Krausse, Griffin, Wright, Clark, Shelbourne, Davis
- NAYS:** None
- ABSENT:** None
- ABSTAIN:** Garcia

1. Approval of Monthly Financial Report – expenses and revenues for all funds from January 1, 2016, through January 31, 2016
2. Acceptance of Comprehensive Annual Financial Report for the Fiscal Year ending September 30, 2015
3. Approval of a proposed resolution adopting Written Investment Policies and Standards and approval of the Authorized Broker/Dealer List for the City of Watauga [CAPTION]

The resolution as approved carries the following caption:

CITY OF WATAUGA, TEXAS
 RESOLUTION NO. 16-02-22-01

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS ADOPTING WRITTEN INVESTMENT POLICIES AND STANDARDS GOVERNING THE CITY'S INVESTMENT PRACTICES; AMENDING AUTHORIZED BROKER/DEALERS LIST LN THE CITY OF WATAUGA; REPEALING CONFLICTING RESOLUTIONS; AND PROVIDING AND EFFECTIVE DATE

4. Approval of an Ordinance transferring appropriations from the General Fund Police Department to the General Fund Finance Department in the 2015-2016 Fiscal Year's Budget for the City of Watauga Marshal's Office [CAPTION]

The ordinance as approved carries the following caption:

CITY OF WATAUGA, TEXAS
 ORDINANCE NO. 1615

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS APPROVING A TRANSFER OF APPROPRIATIONS IN THE 2015-2016 FISCAL YEAR'S BUDGET PER SECTION 102.010 OF THE LOCAL GOVERNMENT CODE, PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE

5. Approval of City Council Regular Meeting Minutes of July 27, 2015

6. Approval of City Council Special Meeting Minutes of August 3, 2015
7. Approval of City Council Special Meeting Minutes of August 10, 2015
8. Approval of City Council Special Meeting Minutes of August 17, 2015
9. Approval of City Council Special Meeting Minutes of August 25, 2015
10. Approval of City Council Regular Meeting Minutes of September 8, 2015
11. Approval of City Council Special Meeting Minutes of October 8, 2015
12. Approval of City Council Regular Meeting Minutes of October 26, 2015
13. Approval of City Council Regular Meeting Minutes of November 16, 2015
14. Approval of City Council Regular Meeting Minutes of December 7, 2015
15. Approval of a permit for a Massage Establishment for Hightower Salons for Calendar Year 2016 as required by Chapter 22, Article VI, Division 2, Section 22-253 of the City of Watauga Code of Ordinances
16. Approval of a proposed resolution eliminating Section 14.4, 14.10 and 14.11 replacing with policy 8.06, eliminating Section 13.2, 14.5, 14.8 and 14.9 replacing with policy 10.02 and 10.03 of the City of Watauga Personnel, Administration and Financial Policies and Procedures Manual [CAPTION]

The resolution as approved carries the following caption:

CITY OF WATAUGA, TEXAS
RESOLUTION NO. 16-02-22-04

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS ELIMINATING SECTIONS 13.2, 14.4, 14.5, 14.8, 14.9, 14.10, AND 14.11 OF THE CITY OF WATAUGA PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL EFFECTIVE FEBRUARY 24, 2014, AND REPLACING THOSE SECTIONS WITH POLICY SECTIONS 8.06, 10.02, AND 10.03 OF THE CITY OF WATAUGA PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL WHICH BEGAN APRIL 27, 2015; 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

17. Approval of Watauga Police Department Annual Contact Report for 2015
18. Approval of proposed changes to the Watauga Library "Internet Acceptable Use Policy"

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19. Approval of recommendation of renewal Option #2 for Bid #14-006, Concrete-Variety Types

PUBLIC HEARING

1. Hold a Public Hearing to receive citizen input on community needs and project selection relative to funds to be received in the 42nd Year of the Tarrant County Community Development Block Grant Program

Mayor Garcia recessed the Regular Meeting at 7:34 p.m., and opened the Public Hearing. Paul Hackleman, Public Works Director provided an overview of the Tarrant County Community Development Block Grant Program. No citizens came forward to speak. Mayor Garcia closed the Public Hearing at 7:41 p.m.

2. Hold a Public Hearing on Planning and Zoning Case 16-01: Request from Local Business District (LB) to LB with a Specific Use Permit (SUP) for a Massage Establishment for the property located at 6651 Watauga Road, Suite 109, also known as Block 3 Lot 26R1 of the Singing Hills Addition in the City of Watauga. The use is for massage therapy and foot reflexology business. The property is located north of Watauga Road and west of Rufe Snow Drive. The property owner is Woodcrest Marketplace LP and the applicant is Guifeng Wang.

Mayor Garcia recessed the Regular Meeting at 7:42 p.m., and opened the Public Hearing. Jacquelyn Reyff, Planning and Development Manager, provided an overview of Planning and Zoning Case 16-01. Mr. Glen Clovis, husband of the applicant provided an update regarding their desire to open a massage establishment. No citizens came forward to speak. Mayor Garcia closed the Public Hearing at 7:45 p.m.

NEW BUSINESS

1. Discussion and action on a resolution approving the 42nd Year Tarrant County Community Development Block Grant Project for wastewater improvements on Travis Street, Travis Court, Lalagray Lane and Saramac Drive in the City of Watauga [CAPTION]

Council Member Wright made a motion to approve resolution approving the 42nd Year Tarrant County Community Development Block Grant Project for wastewater improvements on Travis Street, Travis Court, Lalagray Lane and Saramac Drive in the City of Watauga with the estimated project cost of \$220,645.00 and estimated CDBG funding in the amount of \$189,939.94, and estimated City of Watauga cost responsibility in the amount of \$30,706.06. Council Member Griffin seconded the motion, which passed as follows:

AYES: Gerhardt, Krausse, Griffin, Wright, Clark, Shelbourne, Davis
NAYS: None
ABSENT: None
ABSTAIN: Garcia

The resolution as approved carries the following caption:

CITY OF WATAUGA, TEXAS
 RESOLUTION NO. 16-02-22-02

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS APPROVING AND ENDORSING THE 2016 42ND YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FOR THE CITY OF WATAUGA, TEXAS; 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

2. Discussion and action on approval of a proposed ordinance approving Planning and Zoning Case 16-01: Request from Local Business District (LB) to LB with a Specific Use Permit (SUP) for a Massage Establishment for the property located at 6651 Watauga Road, Suite 109, also known as Block 3 Lot 26R1 of the Singing Hills Addition in the City of Watauga [CAPTION]

Council Member Wright made a motion to a proposed ordinance approving Planning and Zoning Case 16-01: Request from Local Business District (LB) to LB with a Specific Use Permit (SUP) for a Massage Establishment for the property located at 6651 Watauga Road, Suite 109, also known as Block 3 Lot 26R1 of the Singing Hills Addition in the City of Watauga. Council Member Gerhardt seconded the motion, which passed as follows:

AYES: Gerhardt, Krausse, Griffin, Wright, Clark, Shelbourne, Davis
NAYS: None
ABSENT: None
ABSTAIN: Garcia

The ordinance as approved carries the following caption:

CITY OF WATAUGA, TEXAS
 ORDINANCE NO. 1616

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS APPROVING A SITE PLAN AND GRANTING A SPECIFIC USE PERMIT IN PLANNING AND ZONING CASE 16-01 PURSUANT TO SECTIONS 115-33 AND 115-85 OF THE CODE OF ORDINANCES OF THE CITY OF WATAUGA, TEXAS; PROVIDING THAT ALL ORDINANCES IN CONFLICT HEREWITH ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE

3. Discussion and action on selecting survey cities to be used in the 2016 Classification and Compensation study

Council Member Griffin made a motion to approve the 12 proposed survey cities (Bedford, Benbrook, Colleyville, Euless, Fort Worth, Grand Prairie, Haltom City, Keller, North Richland Hills, Richland Hills, Saginaw, White Settlement) to be used in the 2016 Classification and Compensation study. Council Member Krausse seconded the motion, which passed as follows:

AYES: Gerhardt, Krausse, Griffin, Wright, Clark, Shelbourne
NAYS: Davis
ABSENT: None
ABSTAIN: Garcia

4. Discussion and action to approve Haydon Building Corporation as the Construction Manager at Risk for the Senior Center Project and authorization of the contract between the City of Watauga and Haydon Building Corporation in an amount not to exceed \$1,644,325

Council Member Shelbourne made a motion to approve Haydon Building Corporation as the Construction Manager at Risk for the Senior Center Project and authorization of the contract between the City of Watauga and Haydon Building Corporation in an amount not to exceed \$1,644,325. Council Member Griffin seconded the motion, which passed as follows:

AYES: Gerhardt, Krausse, Griffin, Wright, Clark, Shelbourne, Davis
NAYS: None
ABSENT: None
ABSTAIN: Garcia

5. Discussion and action on a proposed resolution approving City Council's Vision Statement, Goals, and Values as discussed during the Planning Sessions held on February 3rd and 4th, 2016 [CAPTION]

Council Member Griffin made a motion to approve proposed resolution approving City Council's Vision Statement, Goals, and Values as discussed during the Planning Sessions held on February 3rd and 4th, 2016. Council Member Shelbourne seconded the motion, which passed as follows:

AYES: Gerhardt, Krausse, Griffin, Wright, Clark, Shelbourne, Davis
NAYS: None
ABSENT: None
ABSTAIN: Garcia

The resolution as approved carries the following caption:

CITY OF WATAUGA, TEXAS
 RESOLUTION NO. 16-02-22-03

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS FOR THE PURPOSE OF ADOPTING THE VISION STATEMENT, GOALS, AND VALUES APPROVED DURING THE PUBLIC PLANNING SESSION HELD ON FEBRUARY 3RD AND 4TH, 2016; 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

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.

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, at 8:35 p.m., Mayor Garcia announced that the City Council will convene in Executive Session (closed session) in the Council Chamber Conference Room, 7105 Whitley Road, as follows:

1. The City Council will convene in Executive Session pursuant to Chapter 551 of the Texas Government Code (Texas Open Meetings Act), Section 551.076, Deliberations Regarding Security Devices or Security Audits, which does not require a governmental body to conduct an open meeting to deliberate (1) the deployment, or specific occasions for implementation, of security personnel or devices; or (2) a security audit

ITEM OF EXECUTIVE SESSION DELIBERATION:

1. To deliberate the proposed security and safety measures for the City Council Chambers

RECONVENE

The City Council returned to open session at 9:01 p.m., in the City Council Chamber for possible discussion and action as a result of the Executive Session as follows:

1. To deliberate the proposed security and safety measures for the City Council Chambers

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Council Member Wright made a motion to take no action. Council Member Shelbourne seconded the motion, which passed as follows:

AYES: Gerhardt, Krausse, Griffin, Wright, Clark, Shelbourne, Davis
NAYS: None
ABSENT: None
ABSTAIN: Garcia

ADJOURNMENT

With there being no further business, Mayor Garcia adjourned the meeting at 9:02 p.m.

APPROVED: this 28th day of March, 2016.

SIGNED: this 28th day of March, 2016.

APPROVED:

Hector F. Garcia, Mayor

ATTEST:

Zolaina R. Parker, City Secretary



AGENDA MEMORANDUM

DATE: March 22, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Marcia Reyna, Human Resources & Civil Service Director 

THROUGH: Greg Vick, City Manager 

SUBJECT: Personnel, Administration and Financial, Policies and Procedures Manual Revision #10

BACKGROUND/INFORMATION:

On March 23, 2015, the City Council was presented with a proposal outlining the Human Resources department's plan to revise the Personnel, Administration and Financial, Policies and Procedures Manual (herein after "2014 Manual"). The new manual (herein after "2015 manual") includes an online platform and updated format.

This is the tenth revision to the 2014 Manual. It is proposed the following policies be added to the revised manual:

- 5.02 Reference Checks and Verification of Employment
- 10.07 Outside Employment
- 10.10 Performance and Conduct Expectations
- 11.01 Discipline Process
- 11.03 Types of Non-Disciplinary Separations
- 12.01 Employee Grievance Procedure
- 12.02 Complaint By Citizen
- 15.02 Clean Fleet Policy

These recommended policies are revisions to current policies with the exception of 5.02 Reference Checks and Verification of Employment and 15.02 Clean Fleet Policy which are new policies. The revised policies were clarified, organized and simplified. Significant changes are described below.

- 5.02 Reference Checks and Verification of Employment
This is a new policy, but has been a long standing practice.
- 10.10 Performance and Conduct Expectations
This policy provides greater detail about employee performance and conduct expectations than the current policy.

- 11.03 Types of Non-Disciplinary Separations
This policy explains the Reduction in Force and Lay Off procedures in greater detail than the current policy.
- 11.01 Discipline Process
This policy now includes the performance improvement plan option as outlined in the new policy 4.07 Performance Improvement Plan.
- 15.02 Clean Fleet Policy
This is a new policy which supplements the Clean Fleet Policy found in the City Charter, Article VIII.

FINANCIAL IMPLICATIONS:

As included in each department's FY15-16 budget.

RECOMMENDATION/ACTION DESIRED:

It is requested that City Council approve the new policies as presented.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

- 1) City Attorney Letter, Resolution and Proposed Policies

Attachment 1

LAW OFFICES
EVANS, DANIEL, MOORE, EVANS & BIGGS
(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
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March 22, 2016

Ms. Marcia Reyna
HR/Civil Service Director
7105 Whitley Rd.
Watauga, Texas 76148

Via Email

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

*Re: Resolution to update The City of Watauga Personnel, Administration and
Financial Policies and Procedures Manual*

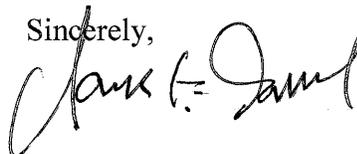
Dear Ms. Reyna and Ms. Parker:

I have been requested to prepare a resolution amending The City of Watauga Personnel, Administration and Financial Policies and Procedures Manual effective February 24, 2014, (hereinafter "2014 Manual") and implementing revisions to the City of Watauga Personnel, Administration and Financial Policies and Procedures Manual continuing the process which began April 27, 2015 (hereinafter "2015 Manual").

Please find enclosed a resolution prepared by my office deleting Sections 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 12.1, 12.2, 12.3, 12.4, 12.5, 13.1, 13.3, 13.4, 13.7, 13.9, 13.17, 13.18, 18.16, 19.1, 19.2, 19.3, 19.4, 19.5 (partially), 19.6, 19.7, and 19.9 of the 2014 Manual and replacing the same with policy Sections 10.07, 10.10, 11.01, 11.03, 12.01, and 12.02 of the 2015 Manual. The resolution calls for the adoption of Sections 5.02 and 15.02 of the 2015 Manual. The Resolution should be submitted to the Council for consideration at the next City Council meeting.

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

Sincerely,



MARK G. DANIEL
City Attorney

MGD/ajd

CITY OF WATAUGA, TEXAS
RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS PROVIDING FOR THE APPROVAL OF SECTIONS 5.02 AND 15.02 OF THE CITY OF WATAUGA PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL WHICH BEGAN APRIL 27, 2015; PROVIDING FOR ELIMINATING SECTION 13.18 OF THE CITY OF WATAUGA PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL EFFECTIVE FEBRUARY 24, 2014, AND REPLACING THAT SECTION WITH POLICY SECTION 10.07 OF THE MANUAL WHICH BEGAN APRIL 27, 2015; PROVIDING FOR THE ELIMINATION OF SECTIONS 12.4, 13.1, 13.3, 13.4, 13.7, 13.9 AND 13.17 OF THE MANUAL EFFECTIVE FEBRUARY 24, 2014, AND REPLACING THOSE SECTIONS WITH POLICY SECTIONS 10.10 OF THE MANUAL WHICH BEGAN APRIL 27, 2015; PROVIDING FOR ELIMINATING OF SECTIONS 12.1, 12.2, 12.3, 12.5, 18.16 AND 19.1 OF THE MANUAL EFFECTIVE FEBRUARY 24, 2014, AND REPLACING THOSE SECTIONS WITH POLICY SECTION 11.01 OF THE MANUAL WHICH BEGAN APRIL 27, 2015; PROVIDING FOR ELIMINATING OF SECTIONS 19.2, 19.3, 19.4, 19.5 (PARTIALLY), 19.6, 19.7 AND 19.9 OF THE MANUAL EFFECTIVE FEBRUARY 24, 2014, AND REPLACING THOSE SECTIONS WITH POLICY SECTION 11.03 OF THE MANUAL WHICH BEGAN APRIL 27, 2015; PROVIDING FOR ELIMINATING OF SECTIONS 11.1, 11.2, 11.3, 11.4, 11.6 AND 13.5 OF THE MANUAL EFFECTIVE FEBRUARY 24, 2014, AND REPLACING THOSE SECTIONS WITH POLICY SECTION 12.01 OF THE MANUAL WHICH BEGAN APRIL 27, 2015; PROVIDING FOR ELIMINATING OF SECTIONS 11.5 AND 11.6 OF THE MANUAL EFFECTIVE FEBRUARY 24, 2014, AND REPLACING THOSE SECTIONS WITH POLICY SECTION 12.02 OF THE MANUAL WHICH BEGAN APRIL 27, 2015; 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, at the March 23, 2015 City Council meeting, the Human Resources and Civil Service Director presented a request to update The City of Watauga Personnel, Administration and Financial Policies and Procedures Manual effective February 24, 2014 (hereinafter the "2014 Manual"); and

WHEREAS, the City Council indicated approval of updating the 2014 Manual; and

WHEREAS, that update of The City of Watauga Personnel, Administration and Financial Policies and Procedures Manual which began April 27, 2015 (hereinafter the "2015 Manual") is available via hyperlinks on the City's Official Website; and

WHEREAS, the adoption of Section 5.02 of the 2015 Manual provides for a uniform procedure in conducting reference checks and verification of employment for the City; and

WHEREAS, the adoption of Section 15.02, Clean Fleet Policy, of the 2015 Manual outlines the City's commitment to conserve fuel and money and to reduce air pollution; and

WHEREAS, the Section 13.18 of the 2014 Manual and Section 10.07 of the 2015 Manual are substantively equivalent in nature and scope; and

WHEREAS, the Sections 12.4, 13.1, 13.3, 13.4, 13.7, 13.9 and 13.17 of the 2014 Manual and Section 10.10 of the 2015 Manual are substantively equivalent in nature and scope; and

WHEREAS, the Sections 12.1, 12.2, 12.3, 12.5, 18.16 and 19.1 of the 2014 Manual and Section 11.01 of the 2015 Manual are substantively equivalent in nature and scope; and

WHEREAS, the Sections 19.2, 19.3, 19.4, 19.5 (partially), 19.6, 19.7 and 19.9 of the 2014 Manual and Section 11.03 of the 2015 Manual are substantively equivalent in nature and scope; and

WHEREAS, the Sections 11.1, 11.2, 11.3, 11.4, 11.6 and 13.5 of the 2014 Manual and Section 12.01 of the 2015 Manual are substantively equivalent in nature and scope; and

WHEREAS, the Sections 11.5 and 11.6 of the 2014 Manual and Section 12.02 of the 2015 Manual are substantively equivalent in nature and scope; and

WHEREAS, this constitutes the tenth update in this process of converting to 2014 Manual to 2015 Manual.

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

I.

The proposed policy Sections 5.02, 10.07, 10.10, 11.01, 11.03, 12.01, 12.02, and 15.02 of the 2015 Manual shall be adopted. A copy of those policy sections are attached as Exhibit "A" and is hereby adopted as fully set out therein.

Former Sections 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 12.1, 12.2, 12.3, 12.4, 12.5, 13.1, 13.3, 13.4, 13.7, 13.9, 13.17, 13.18, 18.16, 19.1, 19.2, 19.3, 19.4, 19.5 (partially), 19.6, 19.7, and 19.9 of the 2014 Manual are hereby eliminated.

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 the 28nd day of March, 2016.

APPROVED:

Hector F. Garcia, Mayor

ATTEST:

ZOLAINA R. PARKER, City Secretary

APPROVED AS TO FORM AND LEGALITY:

MARK G. DANIEL, City Attorney



CITY OF WATAUGA – PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL

POLICY TITLE	Reference Checks & Verification of Employment
INITIAL EFFECTIVE DATE	March 28, 2016
LAST REVISION DATE	New
POLICY NUMBER	5.02

OBJECTIVE The purpose of this policy is to establish a uniform procedure in conducting reference checks and verification of employment.

SCOPE This policy applies to all applicants and past, current, and prospective employees of the City of Watauga.

POLICY

A. Requests from Outside Parties

1. All requests for information, written or verbal, from persons outside the City concerning job applicants and/or current, retired, or terminated employees must be referred to the Human Resources Department.
2. Such request shall include, but not be limited to:
 - a. Verification of employment for loan and/or credit application;
 - b. Verification of employment status;
 - c. Salary verification or information;
 - d. Verification of work and/or attendance records;
 - e. Prior work history.
3. Without a signed release, the Human Resources Department will release only the dates of employment, position held, and final salary. No one else is authorized to release such information.
4. Letters of Recommendation written for a current, retired, or terminated employee must be approved by the Human Resources Director. A copy of the letter shall become a portion of the employee's file.

B. Reference checks for Prospective Employees

1. Reference checks are conducted on every job applicant, regardless of the position for which they are applying. This process is conducted by Human Resources or a designated background investigator to verify the accuracy of the information provided by the applicant. Examples include checks of past employment, education, job-related accomplishments, etc.

2. Each prospective employee must submit at least three (3) professional references to be considered for employment. Applicants will be asked to provide the name, telephone number, and address of any past and present employers.
3. The City of Watauga will ensure that all reference checks are conducted in compliance with all federal and state statutes, such as the Fair Credit Reporting Act, as applicable.



CITY OF WATAUGA – PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL

POLICY TITLE	Outside Employment
INITIAL EFFECTIVE DATE	March 28, 2016
LAST REVISION DATE	Replaces <i>Section 13.18</i> of the Personnel, Administration and Financial Policies and Procedures Manual approved on February 24, 2014.
POLICY NUMBER	10.07

OBJECTIVE The purpose of this policy is to establish guidelines for managing employee outside employment.

SCOPE This policy applies to all employees of the City of Watauga.

POLICY

A. Definition

Outside Employment: Any employee of the City who receives wages, compensation, or other consideration of value from another employer, organization, or individual not affiliated directly with the City for services, product(s), or benefits rendered. For purposes of this policy, the definition of outside employment includes those employees who are self-employed.

B. Procedure

1. A City employee may engage in outside employment or hold other jobs, as long as such activity would not bring the City into disrepute, discredit the individual as an employee of the City, interfere with the employee's performance at the City, or result in a conflict of interest or a potential conflict of interest.
2. An employee desiring to engage in outside employment must complete an Outside Employment Request Form and submit the Form to the Department Director. **See *Outside Employment Form.***
3. If the Department Director determines that a conflict of interest exists, the request to engage in outside employment will be denied.
4. If the request for outside employment is approved, the form will be forwarded to Human Resources to be placed in the employee's personnel file.
5. Approval of outside employment may be withdrawn at any time when the employment constitutes a conflict of interest with the City. Approval will be revoked when there is a conflict of interest for the employee. Approval may be revoked when the outside employment interferes with the individual's employment with the City.

C. Absence from Work

An employee may request to use vacation leave, personal leave, or accrued compensatory time (if applicable) to pursue outside employment.

Under no circumstances may an employee on administrative leave, FMLA leave, sick leave, disability leave, workers' compensation leave, or an unpaid leave of absence, engage in outside or self-employment, as defined in this policy, unless expressly authorized in writing by the City Manager.

D. Worker's Compensation Coverage

The City will not provide worker's compensation insurance coverage to any employee for an injury that occurred while the employee was engaged in Outside Employment. This would not automatically prohibit worker's compensation coverage for sworn police officers injured while enforcing local and/or state laws within the City limits.

E. Conflict of Interest

No employee shall engage in any outside employment (including self-employment) that would:

1. Directly or indirectly affect their ability to make unbiased decisions or recommendations in the duties of their job with the City;
2. Create the appearance of favoritism for any person or entity providing goods or services to the City;
3. Compromise their independent judgment regarding recommendations or choice of vendors or services that are provided the City of Watauga; or
4. Violate any federal, state, charter, or ordinance.

F. Expected Conduct

1. Duty to Perform

All outside employment must be conducted so that it does not conflict with the employee's regular duties and performance. Work must not be performed during the employee's regular work hours unless the employee is using City leave and has received prior approval. No city resources, personnel, or equipment may be used in conjunction with outside employment unless approved by the Department Director.

2. Duty to Report

If in the preceding 24 months an employee had any employment relationship or received referral business from a person or entity doing business or seeking to do business with the City and the employee has any recommendation or decision making authority for that service or product, the employee must disclose in writing the nature and extent of the employment or business referral relationship to their immediate supervisor. This notice must be provided before the employee makes any recommendation or decision on the service or product. This information is available for public inspection.



City of Watauga Outside Employment Notification

Instructions: All requests for consideration of Outside Employment must be submitted on this form. Supplemental documents may be attached. Refer to the City of Watauga *Policy 10.07 Outside Employment*.

I, _____ (Employee Name), submit this notification and request for approval of outside employment to the City of Watauga.

Date of Request: _____ **Uniformed Employment:** Yes No

Company name: _____ **Phone:** _____

Company Address: _____

Location of Employment: _____

Time(s) and Dates of work: _____

Job Duties: _____

Is the position in a Safety Sensitive Field, such as Police Officer, Firefighter, Driver, etc.?
 Yes No

I have read and understand the Outside Employment Policy. I also understand that the City will not provide worker's compensation insurance coverage to any employee for an injury that occurred while the employee was engaged in Outside Employment.

Yes No

Employee Signature (See back for multiple signatures)

Date

Acceptance and Approval of notification

Denial of Outside Employment

Department Director

Date



CITY OF WATAUGA – PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL

POLICY TITLE	Performance and Conduct Expectations
INITIAL EFFECTIVE DATE	March 28, 2016
LAST REVISION DATE	Replaces <i>Section 12.4, 13.1, 13.3, 13.4, 13.7, 13.9 and 13.17</i> of the Personnel, Administration and Financial Policies and Procedures Manual approved on February 24, 2014.
POLICY NUMBER	10.10

OBJECTIVE The purpose of this policy is to outline the expectations for appropriate work performance and conduct.

SCOPE This policy applies to all employees. Police Officers and Fire Fighters are subject to the applicable provisions of Texas Local Government Code Chapter 143, the Rules of the City of Watauga Firefighters and Police Officers Civil Service Commission, and the general and special orders of the Police and Fire Departments, which may incorporate some or all of the provisions of this policy.

POLICY

Following are examples of expectations for appropriate work performance and conduct. It is the employee’s responsibility to meet all work-related expectations. If the employee does not, disciplinary action may be appropriate. Some of the specific examples listed below may fit under more than one of the broader categories. This section provides guidelines only, and is not intended to be an exhaustive or all-inclusive list.

A. Absences

1. **Failure to Report Absence:** An employee who cannot report for work or who will be tardy must notify their immediate supervisor or designee within the time limits established by the employee’s department, or if there are no department guidelines, at the beginning of the shift.
2. **Unauthorized Absence:** An employee shall not be absent from work without supervisory approval. This rule applies to any scheduled activity, emergency response, standby, or overtime duty to which the employee is assigned.
3. **Abandonment of Job:** An employee who fails to give notice of an absence or in an emergency situation fails to have another person give notice on his/her behalf within three (3) scheduled workdays will be considered to have abandoned his/her position with the City and will be discharged.
4. **Unsatisfactory Attendance:** An employee shall not be excessively absent and/or tardy from work.

B. Appearance

1. **Failure to Maintain Personal Appearance:** An employee shall comply with City and department dress codes, uniform requirements, and grooming requirements.

C. Conduct

1. **Unbecoming Conduct and Conduct Prejudicial to Good Order:** An employee will conduct themselves at all times, both on and off the job, in such a manner so as to reflect favorably on the City. An employee will refrain from unbecoming conduct and from conduct prejudicial to good order. Conduct unbecoming an employee includes that which tends to bring the City into disrepute, which reflects discredit upon the employee as a City employee, or which tends to impair or unduly disrupt the operation of the City or the employee. This section should not be understood to prohibit or interfere with the ability of a City employee to comment on matters of public concern or interest.

Examples of unbecoming conduct and conduct prejudicial to good order include, but are not limited to:

- a. Provoking or engaging in fighting;
 - b. Exhibiting threatening or intimidating conduct that would cause an individual to reasonably fear for their personal safety or the safety of family, friends and/or property; and
 - c. Offensive personal conduct.
2. **Abuse of Authority:** An employee will not engage in any of the following conduct:
 - a. Attempting to have any summons to appear in court, court complaint, or traffic citation voided or stricken from the docket except through proper court procedures;
 - b. Recommending a dismissal, reduction of charges, reduction in fine, or other disposition of a pending criminal case which has been previously filed in any court or before any grand jury, except through proper court procedures;
 - c. Communicating in any manner, either directly or indirectly, any information which may assist in the commission of a criminal act, in escaping detection of a criminal act, or to dispose of or secrete evidence of unlawful activity, money, merchandise, or other property unlawfully obtained except as required by law;
 - d. Recording any conversation with a coworker or supervisor without first obtaining the approval of the co-worker or supervisor to record the conversation unless authorized by the City Manager.
 - e. Obtaining or helping any person to obtain any City permit which the applicant is not authorized or legally allowed to have; or
 - f. Assisting a citizen or coworker in circumventing established City or departmental procedures and/or policies.
 3. **Failure to Exercise Courtesy:** An employee will be courteous to the public and to fellow employees. An employee's conduct and behavior will always be civil, orderly, and courteous. The employee will be diplomatic and tactful in the performance of assigned duties, controlling his/her temper and exercising reasonable patience and discretion.
 4. **Discrimination:** An employee, in the course of their duties as a City of Watauga employee, will not discriminate against any individual on the basis of race, color, religion, sex, national origin, age, disability, or sexual orientation.
 5. **Visiting Prohibited Establishments:** An employee, while on duty or in uniform, will not knowingly frequent, visit, or enter a house of prostitution or a gambling place in which the

laws of the United States, State of Texas, or City are violated, except in the performance of duties as directed by a supervisor.

6. **Volunteer Activities:** An employee should not engage in volunteer activities where such activities create a conflict of interest or adversely affect the employee's job performance or the interests of the City

D. City Business

1. **Failure to Attend to City Business:** An employee will remain alert, observant, and occupied with City business during the work period unless authorized by their supervisor.
2. **Abandonment or Neglect of Duty:** An employee will not neglect or abandon their duties or do anything which is detrimental to the proper performance of the functions of the City. Though not exclusive, the following are examples of abandonment or neglect of duty:
 - a. Failure to observe and give effect to the policies of the employee's department or the City. An employee will not engage in any activity while on duty that would cause the employee to neglect or be inattentive to the employee's assigned duties unless authorized by the Department Director; or
 - b. Failure to deliver to the employee's supervisor any property found by, confiscated by, or relinquished to employees of the City without undue delay and, in any event, before the work period is ended.
3. **Fraudulent Employment:** An employee will not obtain employment, promotion, or other job change with the City by means of willful misrepresentation or omission of any fact concerning the employee's personal, educational and employment history, qualifications for employment or physical condition, and/or criminal history.
4. **Failure to Properly Use City Time, Equipment, Materials, and Property:** An employee will utilize City equipment or property, whether owned or leased, in accordance with procedures established by a supervisor and will not intentionally abuse, damage, or lose City equipment or property. In no event will City time, equipment, materials, or property be used for any personal unauthorized use. If a supervisor assigns City equipment to an employee for standby or after-hours use, the employee will promptly return the equipment to its place of normal deployment before the next regular work shift unless a supervisor has continued the assignment into the next regular work shift.
5. **Failure to Report Equipment in Need of Maintenance:** An employee will promptly report to his/her supervisor the need for repairs of any City-owned or leased property issued to, used, or possessed by the employee.
6. **Prohibited Equipment Alteration:** An employee will not alter, repair, add to, or remove any parts or accessories from any City-owned or leased property, without the permission of a Department Director. This includes buildings, office equipment, computers, machines, clothing, tools, communication equipment, motor vehicles, and other equipment.
7. **Abuse of Process/Withholding Evidence:** An employee will not, at any time, intentionally manufacture, falsify, destroy, or withhold information or evidence regarding disciplinary matters nor knowingly or intentionally make any false accusation or criminal charge.
8. **Failure to Return Evidence/Property:** An employee will promptly deliver any evidence, abandoned property, confiscated property, or City property to the proper authority as designated by the supervisor.
9. **Failure to Submit to Medical Examinations and/or Tests:** Upon the order of the Department Director and Human Resources Director, an employee will submit to any medical, chemical, drug, intoxicants, ballistics, or other test, photograph, or fingerprinting and will sign any related forms necessary for the test or examination to be administered. All

examinations carried out under this paragraph will be related to activities concerning the scope of employment and in accordance with the appropriate City policy.

10. **Incurring Unauthorized Expenses:** An employee will not spend money or incur debt in the name of the City or an employee's department, unless a supervisor authorizes the expenditure.
11. **Seeking or Accepting Gifts or Gratuities:** An employee will not receive, seek, solicit, ask, or share in any benefit, discount, fee, reward, or other reimbursement or gratuity for the performance of the employee's official duties, except as directed by the employee's Department Director. An employee will immediately report any offer or attempt to offer any gift or gratuity, which another person may have made in an effort to affect the employee's official conduct, to his/her Department Director. This policy does not prohibit the exchange of gifts among friends or family or discounts offered to all City employees. The City Manager must approve discounts offered to employees.
12. **Accepting Consideration in Exchange for Job or Working Conditions:** An employee will not offer or receive money or other valuable consideration in exchange for obtaining a job, a better working place, or better working conditions.
13. **Performance of Duty:** An employee will maintain sufficient competence to properly perform his/her duties and to assume the responsibilities of his/her position. The employee will direct and coordinate the employee's efforts in such a manner as will tend to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the City. The fact a supervisor deemed the employee competent at the time of hiring will not preclude a judgment of incompetence later demonstrated, for example, through an inability or apparent unwillingness to perform assigned tasks. Further examples of incompetence include the inability or unwillingness to complete tasks or assignments by deadlines, the inability or unwillingness to produce sufficient work product during duty hours, the inability or unwillingness to effectively supervise employees, exercising poor judgment, the inability or unwillingness to effectively interact with co-workers and citizens, being absent without authorized leave, or having an unnecessary absence from the assigned work area during assigned hours of work.
14. **Unauthorized Disclosure of Information:** An employee will not make known any information concerning the progress of an investigation, a known or reported law violation, or any proposed law enforcement action to any person not authorized to receive such information. An employee who wants to know whether a person is authorized to receive information should seek clarification from his/her immediate supervisor. An employee will not release departmental information that is not public information unless authorized to do so by the employee's Department Director.
15. **Failure to Report Accidents:** An employee will not fail to immediately report personal knowledge of any accidents or personal injuries involving City property or on-duty employees to their supervisor and/or to City personnel authorized to receive such reports.
16. **Inappropriate Use of Information Systems:** An employee will not use nonpublic information gained from any information system with limited access for anything other than official City business.

E. Public Service

1. **Failure to Assist the Public:** When a member of the public asks for assistance or advice, either by telephone, electronic means, or in person, an employee will obtain all pertinent information from the inquirer in an official and courteous manner, and will act on it promptly, properly, and judiciously, consistent with procedures established by a supervisor.
2. **Failure to Handle Complaints:** An employee will courteously attend to a complaint made by any person against any City employee by referring the person to the employee's

supervisor or other individual as specified by the employee's departmental policy. An employee will immediately notify their supervisor if the complaint involves loss or destruction of property, personal injury, alleged violation of criminal or civil law, or any other circumstance the employee determines to justify the immediate notice.

F. Required Response to Authority

1. **Insubordination:** An employee will promptly obey and execute any and all lawful orders of a supervisor. This includes orders relayed from a supervisor through another employee. Insubordination includes, but is not limited to, the following:
 - a. Directly disregarding a supervisor's authority;
 - b. Disobeying a supervisor's orders - particularly in front of others. (If the order is unlawful, or creates a safety hazard it should be reported to the next level of supervision.)
 - c. Deliberately defying clearly stated City or department policies, rules, regulations, and procedures;
 - d. Criticizing, contradicting, or arguing with a supervisor in public or in front of other employees in any way that is negative and inappropriate;
 - e. Blatantly ignoring the supervisor's lawful instructions;
 - f. Displaying disrespect toward a supervisor including, but not limited to, tone of voice, facial expressions, hand or body gestures, or sarcastic comments;
 - g. Refusing to speak to or hanging up on a supervisor; or,
 - h. Leading or participating in an effort to undermine the authority of a supervisor. For the purposes of this section only, "supervisor" includes any employee designated by a Department Director to exercise authority in a given situation.
2. **Answering Questions and Giving Statements:** Upon the order of a supervisor, an employee will truthfully and completely answer all questions asked the employee and render statements and materials related to the department or the City.
3. **Giving Testimony as to Investigations:** An employee shall not falsify or withhold evidence when an accident, claim, disciplinary matter, or other incident related to the City operation or an employee's job is being investigated by authorized City personnel. A City employee will not discuss a matter that could be or is included in any litigation involving the City without first obtaining authorization to discuss the matter from the employee's supervisor and City Attorney's Office.
4. **Violation of Law Prohibited:** An employee will not engage in, attempt, or conspire to engage in any conduct prohibited by Federal, State, or local law.
5. **Violation of City Policy Prohibited:** An employee will not engage in, or attempt or conspire to engage in, any conduct violating City policies, directives, procedures, or written departmental rules.
6. **Conflicting Orders:** An employee who is given a proper order that is in conflict with a previous order or regulation issued by a supervisor will respectfully bring to the attention of the supervisor issuing the order that it is in conflict with a previous order. If the supervisor giving the order does not alter or retract the conflicting order, then the last order issued by the supervisor will stand unless it is unlawful or creates an unsafe situation. Under these circumstances, the responsibility belongs to the last supervisor. In such situations, no supervisor will discipline or otherwise hold an employee responsible for following a subsequent, lawful order. When a subsequent order contrary to the provision of any previous lawful order, regulation, directive, or manual is given to an employee, the employee may submit a written report stating the facts and circumstances to his/her Department Director.

G. Abuse of Position

1. **Fraudulent Orders for Materials:** An employee will not knowingly or intentionally use fraudulent purchase orders (PO), the City of Watauga City's purchasing system, or City credit cards in obtaining materials, property, or services. Additionally, an employee will not use his/her position with the City to fraudulently order materials.
2. **Abuse of Official Position:** No employee will sell or lend to another any City identification, such as an official identification card, badge, uniform, City business card, or health benefit card for any purpose. No employee will allow any other person to have access, directly or indirectly, to their employee passwords, codes, or user identification to access any electronic data systems, sites, or entrances to City facilities unless authorized by their Department Director. An employee will not reveal, directly or indirectly, any information they have as a result of their position with the City that has been deemed confidential by the City and/or the employee's department.
3. **Abuse of Position Through Political Activities:** An employee will not campaign for a political candidate or political action committee while in uniform or on duty. An employee will not, in their official capacity endorse a candidate, support a political issue, or participate in a political action committee. This section does not affect an employee's right to vote, support a candidate in their private capacity, or express their views, as long as doing such does not unduly disrupt the operations of the City.

H. Employee Integrity

1. **Employee Truthfulness:** An employee will submit only truthful documents, records, and reports. No employee will knowingly enter or cause to be entered any inaccurate, false, or improper information, neither will the employee misrepresent the facts in any City record or report, nor will any employee alter any City record or report to reflect inaccurate, false, or improper information or misrepresent the facts. An employee will be truthful at all times in oral or written reports, whether under oath or not. No employee will knowingly omit a material fact from any report.
2. **Ignorance of Rules:** Ignorance of the rules and regulations is not an excuse or justification for any violation of them by an employee. An employee is responsible for his/her own acts. An employee will not attempt to shift the burden of responsibility for executing or failing to execute the employee's assigned instructions or responsibilities to any other person or entity.
3. **Recommendations Pertaining to Services:** An employee will not recommend to non-City employees or officials, or suggest in any manner (except as authorized by proper authority or in the transaction of personal business) the employment or procurement of a particular product, professional or commercial service (such as an attorney, doctor, ambulance service, towing service, plumber, mechanic, etc.) except as permitted by applicable City ordinance. This section does not apply to recommendations made in the transaction of an employee's personal business.

I. Strikes

Participating in Labor Strikes: An employee will not engage in a strike or other unlawful work action against the City.

J. City Property

1. **Unapproved Use of City Uniform:** An employee will not wear a City of Watauga City uniform while under disciplinary suspension or on leave, paid or unpaid.
2. **Unsafe Operation of Vehicles and/or Equipment:** An employee operating a vehicle and/or equipment will operate it in a careful and prudent manner, will obey all city and state laws, and will follow City policies, regulations, and procedures pertaining to vehicle and equipment operation.
3. **Processing Property:** Property, which has been received while on official business, will be processed in compliance with established departmental procedures. An employee will not convert to the employee's own use, manufacture, destroy, or remove any property found in connection with official business, except in compliance with established departmental procedures.

K. On Premises Rules

Possession of Prohibited Weapons and Fireworks: An employee will not carry or possess privately owned firearms, explosives, fireworks, or any weapons while on duty. An employee will not carry, possess, or stored said items in City buildings or in City vehicles. It is an exception to this policy if the person must carry or possess such items in connection with their official duties as a City employee.



CITY OF WATAUGA – PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL

POLICY TITLE	Discipline Process
INITIAL EFFECTIVE DATE	March 28, 2016
LAST REVISION DATE	Replaces <i>Section 12.1, 12.2, 12.3, 12.5, 18.16 and 19.1</i> of the Personnel, Administration and Financial Policies and Procedures Manual approved on February 24, 2014.
POLICY NUMBER	11.01

OBJECTIVE The purpose of this policy is to establish clear guidelines for correcting and preventing job performance deficiencies and misconduct, and for administering employee disciplinary action.

SCOPE This policy applies to all employees. Police Officers and Fire Fighters are subject to the applicable provisions of Texas Local Government Code Chapter 143, the Rules of the City of Watauga Firefighters and Police Officers Civil Service Commission, and the general and special orders of the Police and Fire Departments, which may incorporate some or all of the provisions of this policy.

POLICY

A. Discipline Policy

While it is desired that every employee strive to achieve the highest level of job performance and conduct possible, it is the responsibility of each employee to maintain the standard level of job performance and conduct which is acceptable to their supervisor. When the personal conduct or performance of an employee falls below a desirable standard, supervisors should point out deficiencies to the employee at the time the deficiencies are observed. Immediate disciplinary action may occur when appropriate and in the best interest of the City. Whenever possible, progressive discipline should be applied. However, progressive disciplinary process is not a prerequisite for an employee's termination.

Absolutely no explicit or implicit right to continued employment is intended, or shall be interpreted to exist in this or any other City policy. This policy does not modify the status of employees as "employees at will" or, in any way, restrict the City's right to bypass the disciplinary procedures suggested. Discipline will be administered without regard to race, color, religion, sex, sexual orientation, national origin, age, disability, or other non-performance-related factors. All disciplinary actions shall be exercised under the scope of the City Manager's direct or delegated authority. The City Manager may remove, with or without cause and at will, any employee of the City not appointed by the City Council or where that power is otherwise limited by charter or state law.

B. Types of Discipline

Unsatisfactory job performance and inappropriate conduct, including poor attendance may be addressed in the following actions:

1. Oral warning;
2. Written reprimand;
3. Performance Improvement Plan;
4. Suspension;
5. Demotion; or
6. Dismissal

The Human Resources Director should be consulted at any time a department head wishes to issue a disciplinary action other than an oral warning or a written reprimand.

The Department Director may change the order of the above disciplinary steps, and/or may choose not to utilize each step, depending on the facts of the case.

Nothing herein shall preclude the department head from using alternative discipline procedures where such procedures have been approved by the City Manager.

When appropriate, and after consulting with Human Resources, department heads may initiate referrals to the Employee Assistance Program in conjunction with disciplinary action.

1. Oral Warnings

- a. Oral warnings should be documented by supervisors and kept within the department for performance evaluation and record keeping purposes.
- b. Oral warnings may not be appealed by employees. However, employees who disagree with the counseling action may discuss the basis of disagreement with their supervisor.
- c. Should oral warnings be given to an employee in written form, the employee may submit written responses/rebuttals to be attached to the oral warnings. Written responses/rebuttals must be submitted within ten (10) business days of receiving the oral warning.

2. Written Reprimands

- a. Written reprimands shall be presented and a copy given to the employee indicating the following: (1) The specific employee act(s) which demonstrated the unacceptable conduct or behavior. (2) The expected conduct or behavior. (3) That such act(s) must not be repeated. (4) That further disciplinary action will result if the employee fails to show and maintain satisfactory improvement. (5) Signed acknowledgment of receipt of the written reprimand by employee.
- b. Written reprimands may not be appealed by employees; however, employees may submit responses/rebuttals for attachment to written reprimands. Responses/rebuttals must be submitted to Human Resources within ten (10) business days of receiving the written reprimand.

- c. Written reprimands become a part of the employee's permanent personnel file and shall be forwarded, along with any employee responses/rebuttals, to Human Resources.

3. Performance Improvement Program (PIP)

- a. When the job performance of an employee falls below an acceptable standard, the supervisor may place the employee on a Performance Improvement Program (PIP).
- b. PIPs may not be appealed. The employee may, however, submit written responses/rebuttals for attachment to the PIP. Written responses/rebuttals must be submitted within ten (10) business days of receiving the PIP. The original PIP shall be maintained in Human Resources, with a copy given to the employee and one retained by their department.
- c. **See Policy 4.07 Performance Improvement Plan**

4. Suspensions

- a. Suspensions result in time off without pay. An employee may be suspended without pay for a period of not less than one work shift.
- b. Prior to issuing a suspension for an exempt employee, the department head must consult with Human Resources to ensure compliance with the Fair Labor Standards Act. Suspension without pay for more than a full workweek is allowed where there is a serious workplace misconduct or violation of safety rules of major significance. Examples of serious workplace misconduct include, but are not limited to, sexual harassment, violence, drug or alcohol violations, or violations of state or federal laws. Nothing in this policy prohibits more severe discipline for these policy violations.
- c. As notice, an employee shall be given a Notice of Disciplinary Action and shall have the right to respond to the Department Director to the alleged charges before the suspension becomes effective (**See: Section C**).
- d. Suspensions become permanent parts of the disciplinary record maintained in the employee's permanent personnel file in Human Resources.
- e. Suspensions may be appealed in accordance with this policy (**See: Section D**).
- f. Upon completion of the investigation or proceedings, the employee may be eligible to resume work under terms and conditions specified by the City Manager.

5. Demotions

- a. Demotions result in employees being moved into jobs with lower responsibility levels and/or lower pay rates. The decision to demote employees for disciplinary purposes should be in writing, with a copy given to the employee and the original retained in the official personnel file. As notice, an employee shall be given a Notice of Disciplinary Action and shall have the right to respond to the Department Director to the alleged charges before the demotion becomes effective (**See: Section C**).
- b. Demotions may be appealed in accordance with this policy (**See: Section D**).
- c. Pay rates after a demotion will be reviewed on a case-by-case basis. The job classification and compensation plan and the current approved pay rate under

the fiscal year budget for the position will be reviewed and approved by the Department Director and approved by the City Manager.

6. Dismissals

- a. Dismissals result in termination of City employment.
- b. Prior to initiating any dismissal action, the Department Director shall confer with the Human Resources Director and present all relevant facts, circumstances, and information, including whether the employee will be placed on administrative leave with pay or without pay pending the outcome of the proposed dismissal.
- c. The Human Resources Director will review the information and discuss available options and their consequences with the respective Department Director.
- d. It is the responsibility of the Department Director to decide whether to initiate a dismissal and to communicate the decision to the Human Resources Director.
- e. As notice, an employee shall be given a Notice of Disciplinary Action and shall have the right to respond to the Department Director within two (2) business days of receiving the dismissal document. **(See: Section C)**
- f. Dismissals may be appealed in accordance with policy **(See: Section D)**

C. Notice of Disciplinary Action and Employee Response

When suspension, dismissal, or involuntary demotion of an employee, other than an at-will employee, is thought to be necessary, the Department Director will take the following steps:

- a. The Department Director will consult with the Human Resources Director and conduct a thorough investigation. The Human Resources Department is available to assist in the investigation, if requested by the Department Director.
- b. The Department Director will inform the Director of Human Resources of the impending involuntary demotion, suspension, or dismissal prior to any further action.
- c. Prior to meeting with the employee about a proposed disciplinary action, the Department Director, in consultation with the Human Resources Department, will prepare a charge letter setting out the provision(s) of the Discipline policy, City policy, personnel policy, or departmental rule/regulation believed to have been violated by the employee. The charge letter must include the specific facts related to the alleged violation. The charge letter will be delivered to the employee either in person, or by certified mail (the letter will be considered delivered three business days after the date it was mailed).
- d. The Department Director will provide the employee the opportunity to respond within two (2) business days hours after receipt (or delivery) of the charge letter. The employee may choose to respond either orally, in writing, or both.
- e. Failure of the employee to respond will not affect the disciplinary action or the employee's right to appeal.
- f. Based on the investigation and response of the employee, if any, the Department Director will take such disciplinary action, if any, as the Department Director feels appropriate in accordance with this policy.
- g. Except for oral warnings and written reprimands, the notice of disciplinary action will be given (or sent as certified mail) to the employee in the form of a letter, along with instructions on the employee's right to appeal under this policy. When an employee is not at the work place, notice may be given by mailing the action

letter to the employee's last known address, in which case the disciplinary action becomes effective upon mailing.

- h. If the Department Director decides to dismiss the employee, they will immediately inform the Director of Human Resources and refer the employee to the Human Resources Department.
- i. NOTE: While Department Directors are encouraged to follow these steps, failure to follow these steps (except for the charge letter and opportunity to respond) will not negate the disciplinary action.

D. Appeal Process

1. The appeal procedure does not apply to an employee during the probationary period.
2. An employee who chooses to appeal a suspension, demotion, or dismissal must submit the appeal to Human Resources within ten (10) business days from the date of the letter notifying the employee of the effective action.
3. All appeals will be heard by the City Manager or his/her designee.
4. All requests, responses, and decisions to appeal must be in writing. An employee who chooses to appeal may have a representative at the appeal hearing. The representative may participate in the hearing and speak on behalf of the employee. Any costs associated with the representative shall be the employee's responsibility.
5. If an employee does not respond within the prescribed time limits, they will have exhausted their option to appeal.

E. Administrative Leave

1. When an investigation is initiated against an employee that could result in serious disciplinary action, the employee may be placed on paid or unpaid administrative leave with the approval of the Director of Human Resources. Placement on paid or unpaid leave during the investigation process will only be done when it is in the best interest of the City. The Department Director should instruct the employee that they are being placed on paid or unpaid administrative leave pending an investigation.
2. An employee on paid administrative leave will follow the instructions of the Department Director in regard to regularly checking with the supervisor and will remain available as required.

F. Criminal Offenses

1. If, during the course of any disciplinary investigation, the possibility exists that the employee may be charged with a criminal offense, the employee shall have the full benefit to assert the Fifth Amendment against self-incrimination. Once the possibility of a criminal offense exists or becomes known, the employee shall be informed that they have all rights afforded to any person subject to a criminal investigation and shall specifically be given the "Garrity" warning.
2. A criminal investigation may be ordered by the department instead of or in addition to a disciplinary investigation. Once the employee has been given the "Garrity" warning, the employee is required to cooperate fully in the disciplinary investigation. Any failure on the part of the employee to cooperate fully in the disciplinary investigation shall be considered insubordination.

3. Information obtained from an employee during a disciplinary investigation following the administration of the "Garrity" warning may not be used in any criminal prosecution.
4. In the event the department determines that a criminal investigation is necessary, the Police Chief or their designee shall be notified and shall begin an official police investigation, regardless of the complainant's predisposition concerning the filing of criminal charges. The Police Department shall follow its normal departmental procedures in investigating the potential criminal complaint and may, at the discretion of the police chief, assign such investigation to another law enforcement entity, as may be appropriate.
5. When an employee is under investigation for a crime or official misconduct, or is awaiting hearing or trial in a criminal matter, their Department Director will review the facts of the alleged conduct to determine whether it will interfere with the employee's performance of the job functions. Depending on the type, nature, and severity of the alleged conduct, the employee may be placed on administrative leave with or without pay, or be subject to disciplinary actions, including but not limited to suspension, demotion, or termination. The imposition of discipline, in whatever form, shall in no way preclude a further sanction imposed against an employee in subsequent criminal or civil proceedings. Any sanctions imposed in criminal or civil proceedings against an employee shall not preclude the imposition of administrative sanctions.

G. Civil Service Employees

Disciplinary and Appeal procedures for Civil Service employees are governed under Chapter 143 of the Local Government Code and the Local Civil Service Rules.

H. Confidentiality

Any dissemination of information related to a disciplinary action or subsequent inquiry of any employee's separation from employment must be coordinated with Human Resources



CITY OF WATAUGA – PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL

POLICY TITLE	Types of Non-Disciplinary Separation
INITIAL EFFECTIVE DATE	March 28, 2016
LAST REVISION DATE	Replaces <i>Section 19.2, 19.3, 19.4, 19.5 (partially) 19.6, 19.7 and 19.9</i> of the Personnel, Administration and Financial Policies and Procedures Manual approved on February 24, 2014.
POLICY NUMBER	11.03

OBJECTIVE The purpose of this policy is to provide guidelines regarding various types of separation from City service in good standing.

SCOPE This policy applies to all employees. Police Officers and Fire Fighters are subject to the applicable provisions of Texas Local Government Code Chapter 143, the Rules of the City of Watauga Firefighters and Police Officers Civil Service Commission, and the general and special orders of the Police and Fire Departments, which may incorporate some or all of the provisions of this policy.

POLICY

A. Resignation

To resign "in good standing," the City requires that employees give a two (2) weeks advance written notice, return all City-issued property, pay all debts owed to the City, and attend an exit interview before terminating their employment so that an orderly transition can be made.

B. Death of an Employee

Any unpaid compensation, including unused vacation, sick leave, and accrued longevity of an employee who dies while employed by the City will be paid to their designated beneficiary. If there is no designated beneficiary, payment will be made to the employee's estate, or as otherwise required by law.

C. Retirement

Retirement from the City is defined according to the Texas Municipal Retirement System (TMRS) guidelines. Employees eligible for retirement under TMRS can be considered retired from the City of Watauga.

Retirement from City of Watauga through the TMRS shall require the following:

1. An employee must have become vested with the TMRS with five years of completed service and be 60 years of age; or
2. The employee must have 20 completed years of service with the TMRS and retire at any age.

See Policy 7.04 Retirement.

D. Incapacity

1. Incapacity occurs when an employee, for physical or psychological reasons, is unable to perform the essential functions of their job and must be separated from the workforce. This can result from on-the-job injuries or from injuries or illnesses not related to the job or workplace.
2. The Department Director may request the employee to provide a medical assessment from a medical provider determining whether the employee is capable of performing the essential functions of their job. These reports shall evaluate the employee's fitness to perform the job functions in light of the Job Description and Job Task Analysis for the job in question. An employee may be terminated for incapacity whether the incapacity is job related or non-job related.
3. If eligible, the employee may take leave under the Family and Medical Leave Act (FMLA). Once the employee has exhausted leave under FMLA, the Department Director will meet with Human Resources to evaluate the available options for the subject employee. A determination will be made concerning whether the employee's incapacity can be reasonably accommodated by the department and/or City.
4. Separation for incapacity shall not be considered disciplinary action and shall not operate to deny an employee the use of accrued sick leave or other benefits.
5. Separation for incapacity is an Administration measure designed to protect the interest of the City and the employee and to un-encumber the employee's position so that a replacement may be assigned to perform the work. All separations of this nature will follow state and federal law.
6. Personnel who were separated for incapacity may be reinstated in their former type of position within one (1) year following separation, provided the reason for the incapacity has been removed to the satisfaction of the City, the person remains otherwise qualified to perform the duties of the position, a position is available, and reinstatement would be in the best interest of the City.
7. The City can require a second opinion from an appropriate health care provider of its choice. If there is a conflict between these reports, the City can require a third medical opinion from a health care provider mutually agreed upon by the employee and the City. The third opinion is final. All costs associated with obtaining the second and third opinions shall be paid by the City.

E. Reduction in Force or Lay Offs

1. Layoffs may occur as a result of business necessity. Business necessity includes, but is not limited to:
 - a. A discontinuation of or reduction in demand for service;
 - b. A change in the level or source(s) of funding;
 - c. Technological developments that reduce staffing requirements;
 - d. The need to accomplish economic or staffing efficiency;
 - e. Privatization or outsourcing of services; or
 - f. Requirements of State and/or Federal laws
2. The City Manager may implement a reduction-in-force or lay off at any time because of budget reductions or curtailment of work.

3. A reduction-in-force may require the separation, demotion, reassignment, or reduction in work hours of certain employees. A reduction-in-force may impact an entire department, a division within a department, or a functional area within a department.
4. Factors that will be considered in determining which employees will be adversely affected by the reduction-in-force may include employees' unique qualifications, knowledge, and skill; performance evaluations; disciplinary history; and length of service. In all cases, the needs of the City will be paramount.
5. If an employee is transferred to another position, the City Manager may authorize the employee to be paid at their pay rate before the transfer for a period not to exceed 18 months if the new position is paid at a lower rate than the former position. At the conclusion of the transfer period, the employee's compensation would be based on the pay rate for the new position.
6. A person who was laid off, including a former temporary employee separated upon completion of duties, may be routinely recalled to work at any time, provided the person remains qualified to perform the duties of the position and a position is open. All seniority and longevity administered by the City will be reinstated provided the program does not restrict reinstatement and the employee returns within two (2) weeks of being notified of recall.
7. A Reduction-in-Force and/or a Lay Off decision are not appealable.
8. Procedure for Reduction-in-Force and/or Lay Offs:
 - a. The City Manager shall notify the Department Director of any required employee reductions. The Department Director shall determine which service and/or positions should be deleted. The Department Director shall take into consideration minimizing impact to service and/or productivity as a result of a layoff.
 - b. Upon determination of the positions and services that will be eliminated, the Department shall notify the City Manager of the proposed plan with a written explanation of whether the layoff plan will impact current service or production, along with plans to continue meeting service delivery expectations. The proposed plan should include any requests for technology or other resources that are needed in order to maintain service and production.
 - c. When possible, the City will notify all employees impacted by a reduction-in-force not later than sixty (60) days prior to the effective date.
 - d. Any position eliminated as a result of a layoff may not be refilled for at least six (6) months following the effective date the position was eliminated. Any contracted services obtained as a result of the layoff must be shown to be more cost effective than maintaining the position.
9. **Hiring Freeze:** When financial circumstances warrant, the City may initiate a "hiring freeze." During a hiring freeze, no external hires will be made for a period of time without authorization of the City Manager. Although vacancies will not be advertised to the public, they may be advertised internally. If positions have been identified as part of a reduction-in-force, current employees will be encouraged to apply for these positions in order to continue their employment with the City. In the event that two (2) internal applicants are equally qualified for a position, the employee whose current position is scheduled to be eliminated shall be given preference.
10. **Outplacement Assistance:** Department Directors are encouraged to work with employees directly impacted by a reduction-in-force to help simplify the transition. The City provides the following areas of support:
 - a. Allow a reasonable amount of time during the work day for completion of applications/resumes to be submitted for internal/external job opportunities.

- b. Allow employees to receive/place phone calls for the purpose of scheduling job interviews.
- c. Allow up to five (5) hours per week for employees to attend job interviews or otherwise attend to issues related to their job search. In all cases, the Department Director or immediate Supervisor shall define "reasonable amounts of time" beyond the five (5) hours/week specifically designated to the job search.
- d. The Human Resources Department will also assist by providing information to employees, upon request, that may assist with conducting a successful job search.



CITY OF WATAUGA – PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL

POLICY TITLE	Employee Grievance Procedure
INITIAL EFFECTIVE DATE	March 28, 2016
LAST REVISION DATE	Replaces Section 11.1, 11.2, 11.3, 11.4, 11.6 and 13.5 of the Personnel, Administration and Financial Policies and Procedures Manual approved on February 24, 2014.
POLICY NUMBER	12.01

OBJECTIVE The purpose of this policy is to establish effective guidelines for addressing employees' concerns about the application of policies, decisions, or working conditions. To promote effective working relationships, it is important that such matters be addressed before serious problems develop. The City believes that open communication is essential when employees have problems or concerns regarding their jobs.

SCOPE This policy applies to all regular full-time and part-time employees, who have completed their probationary period. Police Officers and Fire Fighters are subject to the applicable provisions of Texas Local Government Code Chapter 143, the Rules of the City of Watauga Firefighters and Police Officers Civil Service Commission, and the general and special orders of the Police and Fire Departments, which may incorporate some or all of the provisions of this policy.

POLICY

A. Intent of Policy

Most incidents can be resolved through effective communication between the employee and the immediate supervisor. It is the desire of the City to:

1. Provide fair, equitable, and timely grievance review procedures for all employees;
2. Facilitate free discussion of employment and employee/supervisor problems between employees and supervisors to foster better understanding of administrative policies, procedures, and practices;
3. Promote reaching the right decision (rather than determining who is right) in a climate of mutual understanding and objective, factually-based thinking;
4. Ensure that those who file grievances are not retaliated against; and
5. Ensure this policy is followed.

B. Applicability

1. Areas covered by this policy include:

- a. Disagreement regarding application, interpretation, or violation of a specific law, ordinance, resolution, policy, rule, or regulation that an employee feels has affected them adversely.

2. Areas not covered under this policy include:

- a. Generalized feelings of unfairness. A grievance must be specifically related to a written policy, regulation, or procedure.
- b. Performance improvement or discipline actions (such as oral warning or written reprimand).
- c. When allowed by another City of Watauga policy, an employee may appeal the action in compliance with that policy.
- d. Complaints of civil rights violations such as issues concerning race, color, religion, sex, national origin, age, disability, sexual orientation, genetic information, or whistleblower. These complaints are handled in compliance with the Discrimination Complaints policy and/or the Harassment policy.
- e. Complaints questioning the substance of a policy, rule, or regulation. Policy formulation is reserved as a right of management.
- f. Actions taken as a result of substance abuse as part of the Substance Abuse Policy.
- g. Position classification and salary range.
- h. A Department Director's or Supervisor's right to hire, promote, retain, train, direct, transfer, or assign work to employees.
- i. Any disciplinary action taken during probationary period.

C. Areas of Responsibilities

1. Employee's Responsibility

- a. To promote harmony in each department and foster goodwill among employees, the employee should take questions or concerns to their immediate supervisor promptly so they can be resolved through a discussion between the employee and the supervisor.
- b. The employee is expected to make every effort to achieve an informational resolution of the grievance. Employees should use the Chain of Command in this process.
- c. The employee should provide the supervisor with a clear description of the incident being grieved, date of the incident, the policy violated, and why the incident is unjust or unfair, and the resolution being sought.

2. Supervisor's Responsibility

- a. The supervisor is to investigate the complaint presented by the employee.
- b. The supervisor must meet with the employee to give a verbal response as soon as possible, but no later than five (5) business days.
- c. If the employee is unsatisfied with the response, the supervisor must refer the employee to Human Resources.

If the employee is not satisfied with the verbal response, or the employee declines to discuss the matter of concern with the immediate supervisor, the employee may file a formal grievance and submit it to the next level of supervision in the employee's chain of command.

D. Formal Grievance Procedure

1. The affected employee will complete a written statement using the **Formal Grievance Form** found in Appendix A. The grievance must cite the specific policy or policies that have been violated, including the direct and adverse effect the violation had on the employee. In addition, the specific corrective action the employee is requesting, and the explanation supporting this request, must be included by the employee in the written statement. The completed statement must be submitted to the next level of supervision in the employee's chain of command within five (5) business days of the event giving rise to the grievance or the employee becoming aware of the event. Upon receipt of the completed written grievance statement, the supervisor/manager receiving the grievance must consult with the Human Resources Director or designee to determine if the issue is grievable. The supervisor/manager must provide their comments or decision in writing and return it to the employee within five (5) business days of receipt of the grievance.
2. If it is determined to be a grievable issue, and if the written response received in Step 1 does not satisfy the employee, the employee may proceed to the next level by submitting the written grievance statement and the supervisor/manager's response to their Department Director within five (5) business days from the date the decision was received in Step 1. The Department Director will consult with the Director of Human Resources and may conduct whatever investigation they deem necessary, including interviewing other employees. The Department Director must provide their comments or decision in writing and return it to the employee within ten (10) business days from the date the appeal is received.
3. If the Department Director's written response does not satisfy the employee, the employee may proceed to the next level by submitting the written grievance statement and department responses to the Human Resources Director within five (5) business days from the date the decision was received in Step 2. The Human Resources Director will review the grievance with the City Manager. The City Manager or designee may talk with any person who may assist in resolving the grievance. The City Manager will review the recommendation of the Human Resources Director and render a final written decision within thirty (30) calendar days of receipt of the employee's grievance.

E. General Rules

1. Every effort will be made to resolve the problem at the lowest possible supervisory level.
2. The Human Resources Director is responsible for monitoring the grievance procedure, ensuring grievances are handled according to procedure and facilitate problem solving.
3. Grievances may be discussed during scheduled business work hours without loss of pay to the employee.
4. Grievance discussions are not intended to be formal hearings. Discussions will be conducted privately and will not be recorded without the knowledge of all involved parties.

5. Every effort will be made to solve problems quickly within the time limits; however, the Human Resources Director may extend time limits specified in the policy with good reason. Both parties will be notified of any extensions.
6. If the grievance is not filed or is not appealed by the employee at any step within the specified time limit, the matter will be considered as having been accepted or settled on the basis of the last disposition.
7. An employee may present their own grievances or may authorize someone else to represent them. If the employee wishes to have another employee represent them, the supervisor should be informed. In this policy the term "employee" is understood to mean the employee or designated representative. If an employee chooses to represent another employee during the grievance procedure, all time spent in the grievance process must be on their own time (i.e. vacation, compensatory, etc.) and is subject to the supervisor's approval.
8. Complaints that are deemed to be of an ethical or criminal nature will be forwarded to the City Attorney as require by the City of Watauga Code of Ordinances, Section 2-174.
9. Based upon the details and findings of the investigation, the result of each grievance will be classified into one of the four (4) categories
 - a. UNFOUNDED: The allegation is false or not factual.
 - b. EXONERATED: The incident complained of occurred but was lawful and proper.
 - c. NOT SUSTAINED: There was insufficient evidence to prove or disprove the allegation.
 - d. SUSTAINED: The allegation is supported by sufficient evidence.



City of Watauga Formal Grievance Form

Instructions: All employee grievances must be submitted on this form. Supplemental documents may be attached. Refer to the City of Watauga *Policy 12.01 Employee Grievance Procedure*.

General Information

Employee:	Department:
Position:	Immediate Supervisor Name/Position:

Statement of Grievance

State problem, dates, and persons involved policy violated:

Remedy or Corrective Action sought:

Employee Signature

Date



CITY OF WATAUGA – PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL

POLICY TITLE	Complaints By Citizens
INITIAL EFFECTIVE DATE	March 28, 2016
LAST REVISION DATE	Replaces <i>Section 11.5 and 11.6</i> of the Personnel, Administration and Financial Policies and Procedures Manual approved on February 24, 2014.
POLICY NUMBER	12.02

OBJECTIVE The purpose of this policy is to establish effective guidelines for addressing citizen complaints.

SCOPE This policy applies all citizen, vendors, and guests of the City of Watauga.

POLICY

1. The complainant shall complete and sign the **Complaint Form**. When the complainant is a juvenile, the parent(s) or guardian(s) of the juvenile will sign the complaint form along with the juvenile.
2. The Complaint Form shall be filed with the City Secretary.
3. The Department Director of the employee in question shall be notified of such complaint immediately and is responsible for the investigation of such complaint(s).
4. The accused employee shall be given notice of the allegation(s) and the nature of the charge against him. If the complaint is of a criminal nature, the Texas Penal Statutes and/or Code of Criminal Procedure shall control.
5. Complaints that are deemed to be of an ethical or criminal nature will be forwarded to the City Attorney as require by the City of Watauga Code of Ordinances, Section 2-174.
6. This policy does not prohibit the Department Director from investigating citizen complaints that are not in writing.
7. Any employee of the City attempting to influence or interfere with the investigation is subject to disciplinary action and/or criminal charges as may be applicable.
8. Should it be determined at any time during the investigation that the complaint is clearly unfounded the investigation shall be terminated.
9. Upon completion of the investigation, the written details of the investigation are to be forwarded to the Department Director who classifies the complaint, based upon the details of the investigation, in one of the following categories:



- a. UNFOUNDED: The allegation is false or not factual.
 - b. EXONERATED: The incident complained of occurred but was lawful and proper.
 - c. NOT SUSTAINED: There was insufficient evidence to prove or disprove the allegation.
 - d. SUSTAINED: The allegation is supported by sufficient evidence.
10. The Department Director is responsible for communicating with the complainant within five (5) calendar days of the complaint date.
 11. The Department Director is responsible for taking appropriate disciplinary action, if applicable, and filing the final report with the City Secretary and Human Resources Director.



City of Watauga Complaint Form

I, _____, wish to make a complaint against
(Employee) _____. My complaint is based on the following facts.

Date Occurred: _____ **Time Occurred:** _____ a.m. / p.m.

Location: _____

Details of the Incident:

Complainant's Information

Name: _____ Date of Birth: _____

Address: _____ City: _____ State: ____ Zip code: _____

Home Phone: _____ Other Phone: _____

I request that this complaint will be investigated diligently. I hereby swear and affirm, the above to be true and correct to the best of my knowledge.

Signature: _____

Date: _____

The State of Texas}

County of Tarrant}

BEFORE ME, the undersigned authority on this date personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, A.D. _____

Notary Public's Signature



CITY OF WATAUGA – PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL

POLICY TITLE	Clean Fleet Policy
INITIAL EFFECTIVE DATE	March 28, 2016
LAST REVISION DATE	New
POLICY NUMBER	15.02

OBJECTIVE The City of Watauga's Clean Fleet Policy outlines the City's commitment to conserve fuel and money and reduce air pollution.

SCOPE This policy applies to all employees who operate City vehicles of any type on either a regular or occasional basis. Furthermore, any City employee who does not adhere to this policy may be subject to disciplinary action up to and including termination.

POLICY

The City is committed to operating its fleet in a practical cost-effective and eco-friendly manner as outlined in the City of Watauga Code of Ordinances, Chapter 2, Article VIII Sections 2-347 through 2-350. Unnecessary idling wastes fuel and money and releases harmful pollutants that contribute to poor air quality.

A. Idle Reduction

City gasoline, diesel, and/or alternative fuel powered vehicles and equipment, regardless of size, shall be idled only as necessary to perform the required duties of a given employee's position or the essential function(s) of the equipment.

A driver of a City vehicle must turn off the engine upon stopping at a destination, and must not cause or allow an engine to idle at any location for more than five (5) consecutive minutes. An operator of an off-road piece of equipment must not cause or allow the off-road equipment to idle at any location for more than five (5) consecutive minutes. At no time shall a vehicle be allowed to idle when unattended.

The following circumstances are considered "necessary" reasons for an idle situation to occur:

1. Vehicle Type:

- 14,000+ lbs. GVWR vehicle with 2008 or newer heavy-duty gasoline, diesel, or alternative fuel certified by EPA or state agency to emit less than 30 grams of NOx per hour of idling.
- Emergency and law enforcement vehicles.
- Commercial/public transportation or passenger transit operations.

2. Operations:
 - Idling due to traffic congestion.
 - Motor run as power source for mechanical operations.
 - Idling during operation for maintenance/diagnostic purposes.
 - Operation of engine while defrosting a windshield.

3. Air Conditioning and Heating Provisions:
 - For passenger comfort and safety in vehicles intended for commercial/public passenger transportation or passenger transit operations (30-minute maximum).
 - For employee health or safety while employee is using vehicle to perform an essential job function.
 - During a government-mandated rest period.

B. Eco-Driving Measures

Eco-driving is a term used to describe energy efficient use of vehicles. It improves road safety as well as the quality of the local and global environment and saves fuel and costs.

1. Avoid unnecessary idling.
2. Avoid aggressive driving such as speeding and aggressive accelerating and braking.
3. Drive defensively.
4. Use the air conditioner sparingly to and from jobsite or work related destination.
5. Avoid carrying unneeded equipment (especially heavy items).
6. Consolidate personnel and trips whenever possible to avoid operating two or more vehicles.
7. Plan all work for the entire day and load all necessary materials to avoid extra trips to the shop or office.
8. Plan route ahead of time to take the most efficient route to all jobs for the day.
9. Take only the vehicles required for the project to the job site.



AGENDA MEMORANDUM

DATE: March 21, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Deby Woodard, Assistant Finance Director/Purchasing Manager *DWoodard*
Sal Torres, Parks & Community Services Director *Sal Torres*

THROUGH: Greg Vick, City Manager *GV*

SUBJECT: Approval of Capp Smith Park Playground Shade Structure
Purchase and Installation in an Amount not to Exceed \$22,000

BACKGROUND/INFORMATION:

On January 19, 2016 the Watauga Parks Development Board declared the Capp Smith Park playground shade structure purchase and installation a project in an amount not to exceed \$22,000. A public hearing was held on February 16, 2016 regarding the project.

On March 15, 2016 the Watauga Parks Development Board approved the purchase and installation of the shade structure from GameTime by Total Recreation Products, Inc. in an amount not to exceed \$22,000. In addition, the Board authorized forwarding this project to Council for final approval of the purchase and installation as per requirements within Chapter 505 of the Type B Corporation Act.

The quote provided by GameTime by Total Recreation Products utilizes Buyboard contract # 423-13. The City of Watauga is a member of Buyboard and per authority granted by the Local Government Code Section 271.102 and Texas Government Code Chapter 791, government entities may utilize cooperative purchasing between local government entities and cooperative purchasing organizations. The code is designed to allow government entities to utilize contracts for products and services that have already gone through the bid process, thereby meeting all State and Local purchasing laws and requirements. The City of Watauga as a member, may utilize contracts offered through the purchasing cooperatives, thus enhancing the purchasing power and reducing costs and man-hours.

FINANCIAL IMPLICATIONS:

Funds are available and budgeted in the 2015-16 Fiscal Year Budget.

RECOMMENDATION/ACTION DESIRED:

Staff and Parks Development Corporation recommend the purchase and installation of the Capp Smith Park playground shade structure from GameTime by Total Recreation Products, Inc. in an amount not to exceed \$22,000 as presented.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

- 1) GameTime by Total Recreation Products Quote # 71139

Attachment 1



A PLAYCORE Company

by Total Recreation Products, Inc.
 17802 Grant Road Cypress, Texas 77429
 Phone: 281-351-2402
 Toll Free: 800-392-9909
 Fax: 281-351-2493

QUOTE
 #71139

05/04/2015

TJ-04050-15 Rev 1 - City of Watauga - Capps Smith Park - Shade

City of Watauga
 Attn: SAL TORREZ
 7901 Indian Springs Rd
 Watauga, TX 76148
 Phone: 817-514-5890
 storres@cowtx.org

Ship To Zip: 75126

Quantity	Part #	Description	Unit Price	Amount
1	PSQ40S-14-FB	UltraShade - Square 40' Shade, 14' Eave Height, P/C Structure - <i>Price Includes Discount of \$1,850.54</i>	\$10,486.38	\$10,486.38
1	Drawings	UltraShade - Signed and Sealed Engineering Drawings, Calculations and Footing Design - <i>Price Includes Discount of \$107.25</i>	\$607.75	\$607.75
1	INSTALL	Game Time - Installation of above shade only No other site work, demolition or concrete work included. Acquisition of any and all permits is the sole responsibility of the customer.	\$8,081.63	\$8,081.63

Freight calculated to Installer's Zip 75126:

SubTotal: \$19,175.76
 Freight: \$2,680.08
Total Amount: \$21,855.84

DUE TO FLUCTUATING FUEL COSTS, FREIGHT SHOWN IS ESTIMATED FREIGHT. ACTUAL FREIGHT WILL BE DETERMINED AT THE TIME OF YOUR ORDER.

PLEASE CONTACT US TO VERIFY CURRENT FREIGHT CHARGES PRIOR TO PLACING YOUR ORDER.
 Contract: Buy Board Contract #423-13

Important Terms & Conditions - Please Review

To place an order, you must provide one of the following: a Purchase Order assigned to GameTime; or this Price Quotation, signed by an authorized purchaser, with a check made payable to GameTime. GameTime will also accept payment by Visa, MasterCard, or American Express. A current approved credit application is required for Net 30 terms.

TJ-04050-15 Rev 1 - City of Watauga - Capps Smith Park - Shade

QUOTE
#71139

05/04/2015

This quotation explicitly excludes any and all items not expressly specified or identified above. No other product, equipment, or service is included, regardless of any Contract Document, Contract Section, Plans, Specifications, Drawing, or Addendum. Delivery for most GameTime equipment is approximately 5-6 weeks after all order documents have been received and payment terms have been approved. A current, approved credit application is required for N30 terms. To place an order, you must provide a purchase order or a signed Total Recreation Products, Inc. (hereafter described as TRP) quote, assigned to GameTime. Neither general contractor nor subcontractor contracts can be accepted. Purchase documents that contain indemnity or hold harmless conditions cannot be accepted. Retainage is not permitted. The following must be received before your order can be processed: complete billing and shipping addresses, a contact name and phone #, and all color choices. Manufacturer's colors may vary from year to year. You are responsible for ensuring that any required submittal approvals are completed before placing your order for processing. TRP reserves the right to limit submittals to one copy. Shop drawings, bluelines, sepias, are not available. Closeout documents may be limited to GameTime or TRP standard issue. If Sales Tax Exempt, a copy of your tax exemption form or resale certificate must accompany your order, or any applicable sales tax, will be added to your invoice. Most GameTime products are shipped from the Ft. Payne, AL plant. GameTime cannot hold orders or store equipment. Equipment is invoiced when shipped. If a cash sale, your payment must be received in full before the order will be processed. Contractors must also provide copies of current, fully executed bid/performance/payment bonds, as applicable. Pricing shown does not include any charges for permits, bonding, prevailing wage, or additional insured certifications. Unless otherwise noted, any quantity of surfacing or playcurbs quoted has been calculated specifically for the equipment and layout shown. No additional surfacing or curbing is included, and no allowance has been made, for an unlevelled, convoluted or larger site, or for a different layout. Neither GameTime nor TRP is responsible for any surface, curbing, border, or drain that is provided by others. Also please confirm that your area is adequate for the equipment that you are purchasing.

Installation charges, if quoted, are for a "standard" installation unless specifically noted to be otherwise. Installation charges are due upon completion. Standard installations are based upon a soil work site, that is freely accessible by truck, (no fencing, tree/landscaping or utility obstacles, etc.), and level, (+/- 1-2% maximum slope). An accessible water source must be available to the installer. Any site work that is not expressly described is excluded. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply.

Standard installations generally require from 2-10 business days to complete, depending upon the amount and type of equipment, site conditions, weather, and the installer's schedule. Work may or may not be performed in consecutive days. Playcurbs are staked in, not set in concrete. Engineered wood fiber and shredded rubber surfacings are spread, not compacted, rolled, or watered. Landscape timbers are not warranted. The Customer is responsible for locating and clearly marking all underground utilities in the installation area before any installation work can begin. The installer is not responsible for damages, repairs, or discontinuance of business due to damaged utilities.

If applicable, sprinkler system locates, re-working and repairs are excluded from installation charges. Installation of all products, (equipment, borders, fall surfacing and amenities) are as quoted and approved by acceptance of quotes and drawings. As a precautionary measure, work in progress areas will be taped off at the end of the workday. Pier spoils from installation shall be spread at site, site will be left rough grade. Trash disposal is the responsibility of the Customer. The installer is not responsible for any damages or re-work resulting from after hours events or activities during the work in progress period. Temporary fencing is only provided by specific request, and additional charges will apply. Collectively and/or individually, not the manufacturer, TRP, their representatives, nor the installation company shall be held liable for any damages resulting from misuse, vandalism, or neglect. Any deviations from approved and accepted placement of all items, along with additional work, over and above quoted items, will be chargeable to the customer. Once work is completed the customer will be notified if present at the job site, and all responsibility of any new work will be transferred to the customer. The customer is responsible for maintaining the integrity of completed installation work until all components have seated and/or cured (concrete footings, etc.). Your project site must be completely prepared and ready to receive your equipment before any installation work begins. Acquisition of any and all permits is the sole responsibility of the customer. Additional charges may be billed for any extra hours or trips needed as a result of the work site not being ready. Neither the installation contractor, GameTime nor TRP will be responsible for delays caused by shortages, incorrect parts, weather conditions, other contractors, or lack of site readiness.

If you are receiving your equipment, you are responsible for unloading and accepting delivery from the freight company and reporting any damaged freight or shortages on the freight bill at the time. You will also be responsible for a complete inventory of your received equipment and reporting any discrepancies to us immediately. Neither the freight company nor the manufacturer will resolve shipment discrepancies that are not reported immediately. Make sure that all items have been received before any type of installation work is scheduled. The freight carrier will be instructed to call your designated contact 24 hours before delivery to arrange a delivery appointment.

Once accepted, orders can only be changed or canceled with the consent of GameTime and TRP, and on terms that will indemnify them against loss. Changed or canceled orders are subject to a \$100.00 service charge. Additionally, canceled orders are subject to a 25% restocking fee, plus freight charges (to and from). Built-to-order equipment orders are non-cancelable. Changes to orders that have been shipped and invoiced are subject to the above \$100.00 service charge plus additional restocking/return charges of 25%. Non-returnable items shall be charged at full invoice value. Any return transportation charges shall be for the Buyer's account. Replacement parts are also subject to the cancellation/returns policy. Please carefully review any research information that has been sent to you and confirm that you are ordering the correct replacement parts for your equipment. This quotation is valid 30 days. After 30 days, please request an updated quote. Prices may be subject to material and fuel surcharges at the time of shipment and are subject to change without notice. Current prices will apply at the time of shipment. Acceptance of this quote indicates your agreement to GameTime's credit terms, which are net 30 days, FOB shipping with approved credit. Any deviations from this proposal may invalidate the quoted pricing and/or terms.

TJ-04050-15 Rev 1 - City of Watauga - Capps Smith Park - Shade

**QUOTE
#71139**

05/04/2015

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O TOTAL RECREATION.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Facsimilie: _____

Purchase Amount: **\$21,855.84**

Order Information:

Bill To: _____

Ship To: _____

Company: _____

Company: _____

Attn: _____

Attn: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Email Address: _____

Email Address: _____

Tel: _____

Tel: _____

Fax: _____

Fax: _____



AGENDA MEMORANDUM

DATE: March 1, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Bill Crawford, Fire Chief *Bill Crawford*

THROUGH: Greg Vick, City Manager *GV*

SUBJECT: NCTTRAC Business Associate Agreement

BACKGROUND/INFORMATION:

The North Central Texas Trauma Regional Advisory Council (NCTTRAC) is an organization designed to facilitate the development, implementation, and operation of a comprehensive trauma care system. The Trauma Service Area (TSA-E) for the NCTTRAC is comprised of the following counties: Collin, Cooke, Dallas, Denton, Ellis, Erath, Fannin, Grayson, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise.

This organization provides a source of funding to conduct pre-hospital program activities to develop, upgrade, or expand emergency medical services systems. The funds received during 2013 were used to purchase almost 1000 backboards for EMS. The Watauga Fire Department received twenty-five (25) backboards as part of this program. In addition to funding, this organization acts as a central depository for various forms of information and data. NCTTRAC personnel use the accumulated data to research new tools, techniques, and innovative solutions.

Much of the information gathered by the organization is protected health information (PHI). The transfer of PHI between parties is prohibited by the *Health Insurance Portability and Accountability Act of 1996* (HIPAA) without a signed Business Associate Agreement. A Business Associate Agreement basically states that each party exchanging PHI will do so in a manner that protects the confidentiality of the information.

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

Staff Recommends approval of a Business Associate Agreement between The Watauga Fire Department and the North Central Texas Trauma Regional Advisory Council

ATTACHMENTS/SUPPORTING DOCUMENTATION:

- 1) Letter from Mark Daniel
- 2) Agreement with NCTTRAC

Attachment 1

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

February 19, 2016

Via Email

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

Re: *North Central Texas Trauma Regional Advisory Council (NCTTRAC)
Business Associate Agreement
Regional Programs Participation Agreement*

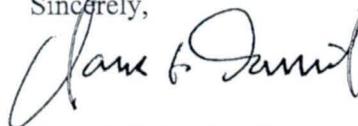
Dear Ms. Parker:

Pursuant to your request, I have reviewed the Business Associate Agreement and the Regional Programs Participation Agreement between NCTTRAC and the City of Watauga which provides a regional registry of healthcare data from participating healthcare agencies in order to improve trauma care within the North Central Texas area as well as patient tracking and other related programs that require the disclosure and use of Protected Health Information. Please note that the City of Watauga must comply with the Privacy Rule and Security Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

I approve of these Agreements and would recommend that the same be submitted to the Council for consideration at its next City Council meeting.

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

Sincerely,



MARK G. DANIEL
City Attorney for the City of Watauga

MGD/tp

cc: Mayor Hector Garcia
Mr. Greg Vick, City Manager

Attachment 2



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective _____ (“Effective Date”), is entered into by and between NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL (the “Business Associate”) and _____ (the “Covered Entity”) (each a “Party” and collectively the “Parties”).

The Parties have entered into a Regional Programs Participation Agreement (the “Underlying Agreement”) pursuant to which Business Associate is providing a regional registry of healthcare data from participating healthcare agencies in order to improve trauma care within the North Central Texas area as well as patient tracking and other related programs (“Services”) to the Covered Entity that require the disclosure and use of Protected Health Information. Both Parties are committed to complying with the Privacy Rule and the Security Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is created or received by and/or maintained by the Business Associate from or on behalf of the Covered Entity, will be handled between the Business Associate and the Covered Entity and with third parties during the term of the Underlying Agreement and after its termination. All capitalized terms in this Agreement that are used as defined terms herein have the meanings ascribed to them in Section 1 below, unless otherwise noted or the context clearly requires otherwise. The Parties agree as follows:

1. DEFINITIONS

1.1 Administrative Safeguards. “Administrative Safeguards” has the same meaning as the term “administrative safeguards” in 45 C.F.R. §164.304, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.2 Breach. “Breach” has the same meaning as the term “breach” in 45 C.F.R. § 164.402, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.3 Breach of System Security. “Breach of System Security” means unauthorized acquisition of computerized data, limited to the information created, received, maintained, and/or transmitted by Business Associate from or on behalf of Covered Entity, that compromises the security, confidentiality, or integrity of Sensitive Personal Information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.

1.4 Designated Record Set. “Designated Record Set” has the same meaning as the term “designated record set” in 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.5 Electronic Protected Health Information. “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103, maintained, and/or transmitted, but limited to the information created, received, maintained,

and/or transmitted by Business Associate from or on behalf of Covered Entity, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.6 Health Care Operations. “Health Care Operations” has the same meaning as the term “health care operations” in 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.7 HITECH Act. “HITECH Act” means the Health Information and Technology for Economic and Clinical Health Act, as codified at 42 U.S.C. § 1790, which was adopted as part of the American Recovery and Reinvestment Act of 2009 on February 17, 2009.

1.8 Individual. “Individual” has the same meaning as the term “individual” in 45 C.F.R. § 160.103, as such provision is currently drafted and as it is subsequently updated, amended or revised, and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.9 Physical Safeguards. “Physical Safeguards” has the same meaning as the term “physical safeguards” in 45 C.F.R. §164.304, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.10 Privacy Officer. “Privacy Officer” has the same meaning as the term “privacy officer” in 45 C.F.R. § 164.530(a) (1), as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.11 Privacy Rule. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

1.12 Protected Health Information. “Protected Health Information” or “PHI” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created, received, maintained, and/or transmitted by Business Associate from or on behalf of Covered Entity, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.13 Required by Law. “Required by Law” has the same meaning as the term “required by law” in 45 C.F.R. § 164.103, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.14 Secretary. “Secretary” means the Secretary of the Department of Health and Human Services or her designee.

1.15 Security Incident. “Security Incident” has the same meaning as the term “security incident” in 45 C.F.R. § 164.304, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.16 Security Rule. “Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. parts 160, 162 and 164, subpart C.

1.17 Sensitive Personal Information. “Sensitive Personal Information” means: (1) an individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: (a) social security number; (b) driver’s license number; (c) account number or credit or debit card number in combination with any required security code, access, code, or password that would permit access to an individual’s financial account; or (2) PHI.

1.18 Technical Safeguards. “Technical Safeguards” has the same meaning as the term “technical safeguards” in 45 C.F.R. §164.304, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.19 Unsecured PHI. “Unsecured PHI” means PHI that is not secured by a technology standard that (i) renders PHI unusable, unreadable, or indecipherable to unauthorized individuals, and (ii) is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Services. Pursuant to the Underlying Agreement, Business Associate provides Services for the Covered Entity that involve the receipt, maintenance, and/or transmission of Protected Health Information. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information necessary to perform its obligations under the Underlying Agreement. All other uses not authorized by this Agreement are prohibited. Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement only (i) to its employees, subcontractors and agents, in accordance with Sections 3.1(f) and 3.1(l); (ii) as directed by the Covered Entity; or (iii) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 2.2(b) below.

2.2 Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may:

- a. use the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws.
- b. disclose the Protected Health Information in its possession to third parties, including the State of Texas and other regional healthcare data registries within the state, for the purpose of its proper management, administration and in connection with other programs developed by Business Associate to which Covered Entity is a participating member or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business Associate represents to the Covered Entity, in writing, that (i) the disclosures are Required by Law; or (ii) the Business Associate has entered into a Business Associate Agreement containing substantially similar (or more stringent) terms as this Agreement with any third party that creates, receives, maintains, or transmits PHI on behalf of the Business Associate.

- c. use and/or disclose Protected Health Information as permitted under 45 C.F.R. § 164.512 except that uses or disclosures for research are not permitted without prior approval by the Covered Entity.

2.3 Additional Activities of Business Associate. In addition to using the Protected Health Information to perform the Services set forth in Section 2.1 of this Agreement, Business Associate may:

- a. aggregate the Protected Health Information in its possession with the Protected Health Information of other covered entities that the Business Associate has in its possession through its capacity as a business associate to those other covered entities provided that the purpose of such aggregation is to provide the Covered Entity and all other members of the North Central Texas Trauma Regional Advisory Council's regional registry, patient tracking and other programs operated by Business Associate with data analyses relating to the Health Care Operations of the Covered Entity and other members of the Business Associate's programs.
- b. de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b), and further provided that the Covered Entity maintains the documentation required by 45 C.F.R. § 164.514(b) which may be in the form of a written assurance from the Business Associate. Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this Agreement.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

3.1 Responsibilities of the Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate will:

- a. comply with the portions of the HIPAA Privacy Rule and Security Rule applicable to Business Associates as well as laws of the State of Texas to the extent such state privacy rules are applicable and not preempted by HIPAA or the HITECH Act;
- b. use and/or disclose the Protected Health Information only as permitted or required by this Agreement or as Required by Law and to use appropriate safeguards to prevent impermissible use or disclosure of PHI.
- c. report to the designated Privacy Officer of the Covered Entity, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this Agreement of which Business Associate becomes aware within ten (10) business days of the Business Associate's discovery of such unauthorized use and/or disclosure.
- d. mitigate, to the greatest extent possible, including deletion and/or destruction of healthcare data, any deleterious effects from any improper use and/or disclosure of

- Protected Health Information or other Sensitive Personal Information of which the Business Associate becomes aware and/or reports to the Covered Entity.
- e. implement Administrative, Physical and Technical Safeguards consistent with industry standards that reasonably and appropriately maintain the security of, prevent unauthorized use and/or disclosure of, and protect the confidentiality, integrity, and availability of any Electronic Protected Health Information or other Sensitive Personal Information it creates, receives, maintains, or transmits on behalf of Covered Entity.
 - f. At a minimum, Business Associate shall employ Safeguards that are compliant with 45 C.F.R. Part 164, Subpart C and the National Institute of Standards and Technology (“NIST”) guidelines.
 - g. require all of its subcontractors and agents that create, receive, maintain, or transmit Protected Health Information under this Agreement to agree, in the form of a Business Associate Agreement that meets the requirements at 45 C.F.R. § 164.314(a), to adhere to substantially similar or more stringent restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate pursuant to Section 3 of this Agreement.
 - h. ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - i. make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary, in the time and manner designated by the Secretary, for purposes of the Secretary’s determination that the Covered Entity and Business Associate have complied with the Privacy Rule, subject to attorney-client and other applicable legal privileges.
 - j. within fourteen (14) days of receiving a written request from the Covered Entity, make available during normal business hours at Business Associate’s offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information for purposes of enabling the Covered Entity to determine the Business Associate’s compliance with the terms of this Agreement.
 - k. within fifteen (15) days of receiving a written request from the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by an Individual for an accounting of the disclosures of the Individual's Protected Health Information in accordance with 45 C.F.R. § 164.528.
 - l. to the extent that Business Associate is obligated to carry out one or more of Covered Entity’s obligations under the Privacy Rule, comply with the Privacy Rule requirements that apply to the Covered Entity in the performance of such obligations;

- m. subject to Section 5.4 below, return to the Covered Entity or destroy, within sixty (60) days of the termination of this Agreement, the Protected Health Information in its possession and retain no copies;
- n. disclose to its subcontractors, agents or other third parties only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted under the Services Agreement or this Agreement.
- o. report to the designated Privacy Officer of the Covered Entity, in writing, any Security Incident or unintentional use or disclosure of Unsecured PHI, identified internal/external breach of data, or disaster occurrence of which Business Associate becomes aware within ten (10) business days of the Business Associate's discovery of such incident. The Business Associate must include the following information, to the extent known, when reporting a breach:
 - (i) Identification of the individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during a breach;
 - (ii) Circumstances of the breach;
 - (iii) Date of the breach;
 - (iv) Date of the discovery;
 - (v) Type of PHI involved (such as full name, Social Security number, date of birth, home address, account number, or medical record number); and
 - (vi) Any other additional information the Covered Entity requests.
- p. Not use or disclose any Protected Health Information or Sensitive Personal Information for marketing or similar purposes with or without remuneration.
- q. After thirty (30) days written notice to the Covered Entity, the Business Associate shall be permitted to destroy, delete or return all or any portion of the healthcare data received from the Covered Entity, subject to HIPAA and HITECH regulations, in order to properly manage the business affairs of the Business Associate.

This Section 3.1 will survive the termination of this Agreement solely with respect to the Protected Health Information that Business Associate retains in accordance with Section 5.4 below because it is not feasible to return or destroy such Protected Health Information.

3.2 Responsibilities of the Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Covered Entity to the Business Associate or the use and/or disclosure of Protected Health Information by the Business Associate, the Covered Entity will:

- a. provide Business Associate with a copy of its notice of privacy practices (the "Notice") that the Covered Entity provides to Individuals pursuant to 45 C.F.R. §164.520.
- b. notify the Business Associate, in writing, of any changes in, or revocation of, the consent or authorization provided to the Covered Entity by Individuals pursuant to 45 C.F.R. §164.506 or §164.508, to the extent such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. notify the Business Associate, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under 45 C.F.R. parts 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by the Covered Entity, to the extent such restrictions may affect Business Associate's use or disclosure of Protected Health Information.
- d. not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.
- e. refrain from transmitting to the Business Associate any form of Protected Health Information and Sensitive Personal Information not permitted under the Underlying Agreement.
- f. warrant and represent to the Business Associate that it has written consents from its patients for the authority to transmit Personal Healthcare Information and Sensitive Personal Information to the Business Associate as required by HIPAA, HITECH and Texas privacy laws.

4. ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

4.1 Responsibilities of the Business Associate with Respect to Handling of Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Business Associate will:

- a. within fifteen (15) days of receipt of a written request by the Covered Entity, provide access to the Protected Health Information to the Covered Entity or the Individual to whom such Protected Health Information relates or his or her authorized representative in order to meet a request by such Individual under 45 C.F.R. § 164.524.
- b. within fifteen (15) days of receipt of a written request by Covered Entity, make any amendment(s) to the Protected Health Information that the Covered Entity directs pursuant to 45 C.F.R. § 164.526. Provided, however, that the Covered Entity makes the determination that the amendment(s) are necessary because the Protected Health Information that is the subject of the amendment(s) has been, or could foreseeably be,

relied upon by the Business Associate or others to the detriment of the Individual who is the subject of the Protected Health Information to be amended.

4.2 Responsibilities of the Covered Entity with Respect to the Handling of the Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Covered Entity will:

- a. notify the Business Associate, in writing, of any Protected Health Information that Covered Entity seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner and form in which the Business Associate will provide such access.
- b. notify the Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of the Business Associate that the Business Associate will be required to make and inform the Business Associate of the time, form and manner in which such amendment(s) will be made.

4.3 HITECH Act Obligations. Business Associate acknowledges that:

- a. Sections 164.306, 164.308, 164.310, 164.312, 164.314 and 164.316 of title 45 of the Code of Federal Regulations (regarding administrative, physical and technical security standards) apply to Business Associate in the same manner in which such sections apply to Covered Entity.
- b. the HITECH Act requires it to use or disclose PHI only if such use or disclosure is in compliance with all applicable requirements of Section 164.504(e) of the Privacy Rule.

4.4 Survival. Sections 4.1 and 4.2 of this Agreement will survive the termination of this Agreement, provided that Covered Entity determines that the Protected Health Information being retained pursuant to Section 5.4 below constitutes a Designated Record Set.

5. TERM AND TERMINATION

5.1 Term. This Agreement will become effective on the Effective Date and will continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 5. In addition, certain provisions and requirements of this Agreement will survive its expiration or other termination in accordance with Section 5.4 herein.

5.2 Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any Services Agreement if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement and any Services Agreement. Nothing contained in this Section 5.2 will be deemed to require the Covered Entity to terminate this

Agreement and the Services Agreement upon breach by Business Associate of a material term of this Agreement if termination is not feasible, and the Covered Entity will have the right to report any such breach to the Secretary as provided for under 45 C.F.R. § 164.504(e) (1) (ii). Notwithstanding the above, the Covered Entity may terminate this Agreement for any reason after giving the Business Associate a thirty day written notice of termination.

5.3 Termination by Business Associate. If the Business Associate makes the determination that a material condition of performance has changed under any Services Agreement or this Agreement, or that the Covered Entity has breached a material term of this Agreement, Business Associate may provide thirty (30) days written notice of its intention to terminate this Agreement and the Services Agreement. Business Associate agrees, however, to in good faith cooperate with Covered Entity to find a mutually satisfactory resolution to the matter prior to terminating and further agrees that, notwithstanding this provision, it will not terminate this Agreement so long as any Services Agreement is in effect. Notwithstanding the above, the Business Associate may terminate this Agreement for any reason after giving the Covered Entity a thirty day written notice of termination.

5.4 Effect of Termination. Upon termination of a Services Agreement, Business Associate will return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), if it is feasible to do so. Prior to doing so, the Business Associate will use its best efforts to recover any Protected Health Information in the possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy said Protected Health Information, the Business Associate will notify the Covered Entity in writing. The notification will include: (i) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession; and (ii) the specific reasons for such determination. Business Associate will extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible. If it is not feasible for the Business Associate to obtain, from a subcontractor or agent any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement and its Business Associate Agreements with the subcontractors and agents to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. Business Associate's obligations under this Section 5.4 will not apply to Protected Health Information that is the subject of other agreements between Covered Entity and Business Associate to the extent those other agreements survive the termination, and Business Associate may retain any Protected Health Information necessary to Business Associate's services under any other agreements with Covered Entity.

6. ACKNOWLEDGEMENTS

Each Party acknowledges and agrees that:

- a. it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this

Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws.

- b. neither the execution of this Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. Each Party certifies to the other Party that it will not enter into any agreement the execution and/or performance of which would violate or interfere with this Agreement.
- c. it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition.
- d. all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or will be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement including, without limitation, the requirement that modifications or limitations to which the Covered Entity has agreed to adhere regarding the use and disclosure of Protected Health Information of any Individual that materially affect and/or limit the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion.
- e. it will reasonably cooperate with the other Party in the performance of their mutual obligations under this Agreement and their respective obligations under HIPAA.

7. INDEMNIFICATION

The Parties will indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Rule, the Security Rule, or the HITECH Act by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. This indemnification provision is enforceable against Covered Entity only to the extent authorized under the constitution and laws of the State of Texas.

8. MISCELLANEOUS

8.1 Business Associate. For purposes of this Agreement, Business Associate will include the named Business Associate herein. However, in the event that the Business Associate is otherwise a covered entity under the Privacy Rule, that entity may appropriately designate a health care

component of the entity, pursuant to 45 C.F.R. § 164.504(a), as the Business Associate for purposes of this Agreement.

8.2 Amendments; Waiver. This Agreement may not be modified, nor will any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, and the HITECH Act. A waiver with respect to one event will not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

8.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

8.4 Notices. Any notices to be given under this Agreement will be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

North Central Texas Trauma Regional Advisory Council

ATTENTION: _____

600 Six Flags Drive, Suite 160

Arlington, Texas 76011

If to Covered Entity, to:

Attn: _____

Each Party may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

8.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which will be deemed an original. Facsimile copies hereof will be deemed to be originals.

8.6 Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties will make good faith efforts to resolve such matters informally.

8.7 Interpretation. Any ambiguity in this Agreement will be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

North Central Texas Trauma Regional
Advisory Council

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL
REGIONAL PROGRAMS PARTICIPATION AGREEMENT**

THIS AGREEMENT is made this ___ day of _____, 20__ ("Effective Date"), by and among North Central Texas Trauma Regional Advisory Council., a 501(c) (3) Corporation organized under the laws of the State of Texas (hereinafter known as "NCTTRAC") and _____, a _____, organized under the laws of the State of Texas (hereinafter known as "AGENCY"). NCTTRAC and AGENCY shall each be known as a Party and collectively be known herein as "the Parties."

WHEREAS, NCTTRAC is a Texas Regional Advisory Council whose activities are generally described as: an organized group of healthcare entities and other concerned citizens who have an interest in improving and organizing trauma care within a specified Trauma Service Area (TSA);

WHEREAS, AGENCY provides healthcare services to patients and its activities are generally described as _____;

WHEREAS, the Parties wish to enter into a relationship;

WHEREAS, the nature of the contractual relationship between NCTTRAC and AGENCY may involve the exchange of Protected Health Information ("PHI") and Sensitive Personal Information ("SPI") as those terms are defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended by Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), including all pertinent regulations issued by the Department of Health and Human Services ("HHS") including Breach Notification rule and Security rule; and Texas Medical Records Privacy Act "MRPA", as codified in Section 181 et seq. of the Texas Health and Safety Code and as implemented through regulations including the Standards Relating to the Electronic Exchange of Health Information, codified at Title 1, Section 390.1 et seq. of the Texas Administrative Code (altogether, "MRPA").

The premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

A. Participation, Requirements, and Use

1. Participation.

A. AGENCY is entering into this Agreement and Exhibit A (End Users List) with NCTTRAC for the collection, storage, aggregation for reporting purposes, disclosure as herein described, and use of certain patient data (hereafter "Program Data") as part of NCTTRAC's regional registry programs ("Program(s)"). All or portions of the patient data are PHI and/or SPI under HIPAA. In order to support AGENCY's health care operations, AGENCY has elected to request access, and NCTTRAC hereby grants a license to AGENCY for access, to the NCTTRAC regional registry, patient tracking and related services offered by NCTTRAC ("NCTTRAC Programs"). As a participant in the NCTTRAC Programs, AGENCY agrees to adhere to the terms of this Agreement including terms related to use of the Programs.

2. Requirements. AGENCY agrees to comply with the requirements for the NCTTRAC Programs as published by NCTTRAC from time to time, so long as they are not inconsistent with this Agreement or local, state or federal law, and prominently display the appropriate proprietary and confidentiality notices in all copies of reports and analyses produced using data maintained in the regional registry Program.

3. Confidentiality, Integrity and Availability of Program Data. Program Data includes PHI and/or SPI of the members of the regional registry. Program Data will be made available to AGENCY subject to each of the following requirements:

- a. Except as otherwise provided herein, NCTTRAC will only collect data from and provide data to AGENCY and other hospitals, health care organizations, and EMS agencies that agree to exchange data in NCTTRAC Programs on terms substantially similar to this Agreement and in accordance with the terms of this Agreement and applicable law. In all instances involving potential use of any PHI and/or SPI, the Parties shall strictly comply with HIPAA, HITECH, state law and, to the extent applicable, ensure that the minimum necessary rules under each are followed.
- b. AGENCY is permitted to use Program Data and reports consisting of aggregated data of participating organizations strictly for the purposes of healthcare operations for all members of the regional registry; provided, however, AGENCY is permitted to use AGENCY's own data without regard to such restriction.
- c. AGENCY and NCTTRAC agree to establish and follow applicable procedures to protect the confidentiality of the Program Data.
- d. Except as provided below, neither Party shall release nor disclose Program Data to any third party that is not a participating agency with NCTTRAC; provided, however, AGENCY may release or disclose AGENCY's own data without regard to such restriction. NCTTRAC shall be permitted to share Program Data with the State of Texas and local healthcare and governmental entities as may be required by state law for purposes of responding to state or regional emergency events and with other regional registries as may be agreed upon by NCTTRAC and its members. AGENCY and NCTTRAC shall not use or further disclose any Program Data except as permitted by this Agreement or as otherwise required by applicable law.
- e. Each Party shall educate its employees and authorized representatives who have access to Program Data on the obligation to maintain the confidentiality of the Program Data and agree to ensure that any employee or authorized representative, including subcontractors, having such access will adhere to the same restrictions and conditions that apply to the Parties with respect to the Program Data until such data is destroyed. This provision extends beyond the life of this Agreement.
- f. Agency and NCTTRAC shall use appropriate administrative, physical, and technical safeguards to prevent the use or disclosure of the Program Data other than as provided by this Agreement and shall mark or otherwise designate the Program Data as confidential in AGENCY's and NCTTRAC's policies and procedures related to the access, use, and disclosure of confidential data and information and all contracts or other agreements related to the AGENCY's and NCTTRAC's use or disclosure of the Program Data.
- g. Agency and NCTTRAC shall report to the other Party any Electronic PHI Security Incidents, use or disclosure of the Program Data not permitted by this Agreement of which AGENCY or NCTTRAC becomes aware. NCTTRAC will cooperate with AGENCY to determine whether a breach of PHI or SPI has occurred. If a breach has been determined, AGENCY will follow applicable breach notification requirements under federal and state law and as provided by the Business Associate Agreement between the Parties.
- h. AGENCY and NCTTRAC will not nor permit others to copy, sell, rent, license, lease, loan, or otherwise grant access to the Program Data to any third party except as provided herein; provided, however, AGENCY may grant access to AGENCY's own data without regard to such restriction.
- i. AGENCY will make no statement nor give permission to others to make statements indicating or suggesting that interpretations drawn from the data are those of NCTTRAC, or any other hospital or health care organization participating in NCTTRAC's Programs, or that make any inferences whatsoever.
- j. NCTTRAC may use PHI and SPI received from any participating organization only for

Program purposes as set forth in this Agreement and strictly in compliance with the Business Associate Agreement between the Parties.

- k. NCTTRAC is authorized to de-identify PHI and SPI contained within the Program Data as it deems necessary and appropriate. NCTTRAC will make de-identified data available for participants as appropriate and abiding by HIPAA and HITECH regulations for Protected Health Information (PHI) and Sensitive Personal Information (SPI) promulgated thereunder and applicable Texas law, including, where appropriate, combining de-identified data from multiple agencies.

4. Organization's Request for Specific Disclosure of Program Data. In the event that Agency desires to use or disclose the Program Data or any portion thereof (other than Agency's own data) in a manner not expressly permitted under this Agreement, or otherwise to any unauthorized third party, Agency may submit to NCTTRAC a written request detailing the nature of the disclosure or use, the dates/times and scope of the disclosure or use, the names of the persons to whom such data will be disclosed, and such other information as may be pertinent to such request. Agency acknowledges that NCTTRAC shall have the right, in its sole discretion, to accept or reject any written request and to deny or authorize different levels of data use or disclosure based on a specific written request from Agency. Such determination shall be binding upon Agency and NCTTRAC. Any such written request received by NCTTRAC shall be administered by the Executive Director and/or the Privacy Officer in accordance with applicable NCTTRAC procedure. In the event NCTTRAC or any other hospitals, health care organizations, or EMS agencies participating in the NCTTRAC Programs desires to use or disclose Agency's data or any portion thereof in a manner not specifically authorized by Agency under this Agreement to any third party, NCTTRAC may submit to Agency a written request detailing the nature of the disclosure or use, the dates/time and scope of the disclosure or use, the names of the persons to whom Agency's data will be disclosed and such other information as may be pertinent to such request. NCTTRAC acknowledges that Agency shall have the right, in its sole discretion, to accept or reject any written request and to deny or authorize different levels of use or disclosure of Agency's data based on specific written request from NCTTRAC and such determination shall be binding upon NCTTRAC.

5. Access To Program Data.

- a. AGENCY administrative access is restricted to such persons (each an "Account Manager" or "End User") designated by AGENCY and authorized by NCTTRAC on Exhibit A to this Agreement.
- b. Upon execution of this Agreement and appropriate NCTTRAC training, NCTTRAC will assign each Account Manager a unique User Name and Password for access to and use of the Program Data. The password may not be shared. AGENCY agrees that password confidentiality will be maintained by its Account Manager.
- c. Any change in AGENCY's Account Manager must be reported to NCTTRAC.
 - 1) AGENCY is responsible for managing its END USERS and insuring that they strictly comply with the terms of this Agreement, the Business Associate Agreement between the Parties as well as applicable federal and state laws regarding the use and sharing of PHI and SPI.
 - 2) AGENCY is responsible for managing END USERS access to Program Data and where necessary, disabling AGENCY's End Users access by notifying NCTTRAC. AGENCY will not create generic users unless it receives written approval to do so from the NCTTRAC Privacy Officer.
 - 3) AGENCY shall be responsible for attesting to the security and confidentiality of usernames and passwords for End Users and shall adopt reasonable standards to verify user identities.
 - 4) AGENCY acknowledges that it will be fully responsible, with respect to AGENCY's PHI

and SPI, for all liabilities incurred through use of any username and password (whether lawful or unlawful) and that any actions completed thereunder will be deemed to have been lawfully completed by AGENCY, except to the extent that such liabilities arise after AGENCY has notified NCTTRAC to disable an Account Manager or End User's access.

- 5) AGENCY and NCTTRAC will use its best efforts to implement and deploy security features, procedures and technologies that will, in such Party's reasonable judgment, provide sufficient protection to data from unauthorized use, dissemination, or access.
- 6) To obtain access to NCTTRAC Programs, including the regional registry, AGENCY must complete and return to NCTTRAC this executed Agreement and the executed Business Associate Agreement.
- 7) NCTTRAC may in its sole discretion disable one or more of AGENCY's END USERS if it determines that such person is accessing the Program Data in a manner not allowed by this Agreement or standards/policies adopted by NCTTRAC or such person's use of the NCTTRAC Programs may result in an unauthorized disclosure of PHI or SPI.

6. Warranties/Indemnification.

- a. Authority. Each Party represents and warrants that it has the power and authority to grant, make, execute, deliver, and perform this Agreement and its rights and obligations hereunder, and that the execution of this Agreement will not violate or constitute a breach of any of its contractual obligations with any third party.
- b. Program Data Accuracy. NCTTRAC will use commercially reasonable efforts to ensure that the data input and maintenance of the Programs is not corrupted.
- c. Quality of Service. NCTTRAC warrants that all services performed by NCTTRAC will be of professional quality conforming to generally accepted computer industry practices.
- d. Indemnification. NCTTRAC warrants that all PHI and SPI received from AGENCY shall remain protected in accordance with all applicable federal and state laws and regulations. In the event of a breach of any PHI and/or SPI that is not secured through the use of a technology or methodology specified by the Secretary of Health and Human Services in guidance issued under section 13402(h)(2) of the HITECH Act on the HHS Web site, NCTTRAC will indemnify the AGENCY for all reasonable costs associated with the breach including the cost of notifying patients, any credit monitoring offered to patients whose information may have been compromised, and any litigation costs to defend and/or settle claims associated with the breach.

7. Ownership of Data and Programs. As between NCTTRAC and AGENCY, AGENCY shall retain ownership of all intellectual property rights in and to AGENCY's data subject to the rights therein granted to NCTTRAC in this Agreement, and NCTTRAC shall retain ownership of all intellectual property rights in and to the NCTTRAC Programs and any other software, technology, and equipment made available to AGENCY and/or created, developed or used in the performance of services by NCTTRAC under this Agreement subject to the limited rights granted under this Agreement. Neither Party shall take any action in contravention of the other Party's ownership rights. Except as expressly provided in this Agreement, neither Party shall, nor shall it permit or allow others to, reproduce, copy, market, sell, distribute, transfer, translate, modify, adapt, disassemble, decompile, or reverse engineer the NCTTRAC Programs, or any such software, technology, or equipment of NCTTRAC or obtain possession of any source code or other non-public technical materials relating thereto. There are no implied licenses under this Agreement, and any rights not expressly granted hereunder are reserved. Neither Party shall exceed the scope of the express rights granted hereunder.

B. NCTTRAC and AGENCY Responsibilities and Assurances.

1. Notice of Security Incident or Breach. If NCTTRAC becomes aware of any security incident; breach of PHI or SPI; unauthorized use or disclosure of PHI or SPI; or similar event, NCTTRAC will notify AGENCY as soon as possible, but in any event within ten (10) business days of such awareness and will cooperate with all such AGENCY's reasonable request for information and assistance in remedying the event as well as the effects of the event.
2. Breach Notification. If AGENCY's data held by NCTTRAC is breached and (i) such breach is the result of negligence on the part of NCTTRAC and (ii) a breach notification is required under state or federal law, NCTTRAC accepts responsibility for all reasonable costs associated with such breach, including, but not limited to the cost of investigating, providing all legally required notices and the costs of remedying the effects of the breach on all patients that may be affected by the breach. For purposes of this Agreement, the term "breach" means any unauthorized, acquisition, access, use, or disclosure of PHI and /or SPI.
3. Subcontractors. If NCTTRAC uses any agent or subcontractor, NCTTRAC will verify that the agent or subcontractor is eligible to perform the services and will enter into a Business Associate Agreement with such agent or subcontractor that holds agent or subcontractor to the same restrictions that apply to NCTTRAC.
4. Compliance with AGENCY Policy and Procedures. NCTTRAC will only use or disclose PHI and SPI in accordance with AGENCY's HIPAA Policy and Procedures and its related Notice of Privacy Practices, copies of which AGENCY agrees to furnish NCTTRAC upon execution of this Agreement.
5. Compliance with Federal and State Laws. NCTTRAC will not use or disclose any PHI or SPI in any manner that would violate any applicable federal or state law or regulation if done by AGENCY.
6. Maintain Log of all Uses and Disclosures. NCTTRAC shall provide AGENCY a complete log of all uses and disclosures of PHI and SPI held by NCTTRAC, as requested. If NCTTRAC makes disclosures of PHI or SPI, NCTTRAC shall document the disclosures and information related to such disclosures as would be required for AGENCY to respond to a request by an Individual for an accounting of disclosures of PHI or SPI in accordance with 45 CFR 164.528. NCTTRAC shall provide to AGENCY, within a timeframe mutually agreed to by AGENCY and NCTTRAC, information collected in accordance with this Section, to permit AGENCY to respond to a request by an Individual for an accounting of disclosures of PHI or SPI. If any Individual requests access to the foregoing information directly from NCTTRAC, NCTTRAC shall forward such request to AGENCY so that AGENCY can comply with the request.
7. Internal Books and Records. NCTTRAC agrees to make NCTTRAC's internal practices, books, and records relating to the use and disclosure of PHI and SPI available upon request.
8. Records Available to HHS. NCTTRAC will make its information relating to uses and disclosures available to the Secretary of HHS as required by law.
9. Disposition of Program Data by NCTTRAC. After thirty (30) days written notice from NCTTRAC to AGENCY, NCTTRAC may, in its sole discretion, delete, destroy or return to AGENCY all or any portion of Program Data furnished by AGENCY to NCTTRAC under one or more of the NCTTRAC Programs. In such event, NCTTRAC shall comply strictly with federal and state laws regarding disposition of PHI and SPI.
10. AGENCY Data Not Requested. AGENCY agrees to refrain from sending to NCTTRAC data not specifically requested by NCTTRAC for use within its Programs. If NCTTRAC receives AGENCY

data not requested by NCTTRAC, NCTTRAC shall have the authority after reasonable notice to AGENCY to return, destroy or delete such data.

11. Patient Consents. AGENCY represents and warrants to NCTTRAC that AGENCY has properly secured written patient consents from all of AGENCY's patients for the healthcare data that is shared with NCTTRAC by AGENCY.
12. NCTTRAC Policies and Procedures. AGENCY agrees to strictly comply with all written procedures and policies adopted by NCTTRAC from time to time with respect to the use of its Programs and the processing, sharing and disclosure of aggregated PHI and SPI.

C. Term and Termination.

1. Term of Agreement. The Term of this Agreement shall be effective as of the Effective Date and shall continue until terminated in accordance with the termination provisions in this Section.
2. Termination for Cause. Upon a Party's knowledge of a material breach by the other Party, the Party shall either:
 - a. Provide an opportunity for the breaching Party to cure the breach or end the violation, and terminate this Agreement if the breaching Party does not cure the breach or end the violation within the time specified by the non-breaching Party; or
 - b. Immediately terminate this Agreement if the breaching Party has breached a material term of this Agreement and cure is not possible.
13. Termination without Cause. Either Party may terminate this Agreement at any time without cause upon thirty (30) days prior written notice to the other Party.
14. Return of Program Data. Upon termination all data submitted by AGENCY during the term of this Agreement shall be either promptly returned to AGENCY or destroyed and NCTTRAC shall not retain any copies of data.
15. AGENCY's Right of Termination. If for any reason, AGENCY becomes aware of any violation of this Agreement, including, but not limited to, NCTTRAC's responsibilities under this Agreement and such violation is not cured after reasonable notice and opportunity to cure, AGENCY may terminate this Agreement.

D. Miscellaneous.

1. State Law. If state law applicable to the relationship between AGENCY and NCTTRAC contains additional or more stringent requirements than federal law regarding any aspect of PHI privacy, then the Parties agree to comply with the higher standard contained in applicable state law.
2. Consideration. Each Party recognizes that the promises it has made in this Agreement shall, henceforth, be relied upon by the other Party in choosing to continue or commence a business relationship with the other Party.
3. Modification. This Agreement may only be modified through a writing signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Parties to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health

Act of 2009, and other changes as may be required by federal or state law.

- 4. Notice to NCTTRAC. Any notice required under this Agreement to be given NCTTRAC shall be made in writing to:
 - North Central Texas Trauma Regional Advisory Council
 - Attn: Executive Director
 - 600 Six Flags Dr., Suite 160
 - Arlington, Texas 76011

With copy to:

- William P. Remington
- The Remington Law Group, PLLC
- 1717 McKinney, Suite 700
- Dallas, Texas 75202

- 5. Notice to AGENCY. Any notice required under this Agreement to be given AGENCY shall be made in writing to:

Attn: _____

With copy to:

- 6. Independent Contractor. NCTTRAC's status shall be that of an independent contractor and not an agent, servant, employee, or representative of AGENCY in the performance of the services under this Agreement. NCTTRAC shall exercise independent judgment in performing services under this Agreement and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Agreement or act of NCTTRAC in the performance of this Agreement shall be construed as making NCTTRAC the agent, servant or employee of AGENCY, or making NCTTRAC or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which AGENCY provides its employees.
- 7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law.
- 8. Assignment. Neither Party may assign, transfer, delegate, or sublicense any of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 9. Entire Agreement. This Agreement constitutes the complete agreement between the Parties relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

NCTTRAC

AGENCY

North Central Texas Trauma Regional
Advisory Council

Signature

Signature

Printed Name

Printed Name

Title

Date

Date

APPROVED AS TO FORM:

BY:

EXHIBIT A

END USERS LIST

Complete the information on Agency personnel who are to have access to the online NCTTRAC Regional Registry. Copy and attach additional User List as needed.

Agency/Institution:

Address 1:

Address 2:

City:

State:

Zip Code:

System Role: **Account Manager**

Name:

Credentials:

Position:

E-mail address:

[Mandatory – ALL personnel must have a unique NON-SHARED e-mail address]

Direct Phone line or extension:

Account Manager Signature:

System Role: **User**

Name:

Credentials:

Position:

E-mail address:

[Mandatory – ALL personnel must have a unique NON-SHARED e-mail address]

Direct Phone line or extension:

User Signature:

System Role: **User**

Name:

Credentials:

Position:

E-mail address:

[Mandatory – ALL personnel must have a unique NON-SHARED e-mail address]

Direct Phone line or extension:

User Signature:

Agency/Institution:

System Role: **User**

Name:

Credentials:

Position:

E-mail address:

[Mandatory – ALL personnel must have a unique NON-SHARED e-mail address]

Direct Phone line or extension:

User Signature:

System Role: **User**

Name:

Credentials:

Position:

E-mail address:

[Mandatory – ALL personnel must have a unique NON-SHARED e-mail address]

Direct Phone line or extension:

User Signature:

System Role: **User**

Name:

Credentials:

Position:

E-mail address:

[Mandatory – ALL personnel must have a unique NON-SHARED e-mail address]

Direct Phone line or extension:

User Signature:

System Role: **User**

Name:

Credentials:

Position:

E-mail address:

[Mandatory – ALL personnel must have a unique NON-SHARED e-mail address]

Direct Phone line or extension:

User Signature:



AGENDA MEMORANDUM

DATE: March 14, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Bradley Fraley, Chief Information Officer/PIO *Bradley A. Fraley*
Zolaina R. Parker, City Secretary *ZRP*

THROUGH: Greg Vick, City Manager *GV*

SUBJECT: Discussion and action on Newsletter Delivery Options

BACKGROUND/INFORMATION:

Historically, the City of Watauga has provided all citizens who have a water/utility account with a complimentary printed copy of the City Newsletter. The Newsletter is delivered via mail on a monthly basis with the water bill. During the recent Strategic Planning Sessions, Council requested that staff research and develop a more effective method of delivering the City Newsletter. Bradley Fraley, Chief Information Officer/PIO, has performed an analysis of various options for Council to consider. The delivery options are as follows:

Option 1- Current method used-Newsletter is mailed with monthly water bill
See Attachment 1

Option 2- Consider separate mailing of the Newsletter- significant delivery costs
See Attachment 2

Option 3- Create email database for digital delivery of Newsletter-ongoing yearly costs
See Attachment 3

Option 4- Create a Newsletter page within the city website-offer printed copies at key locations such as City Hall, Library, Recreation Center and Public Works
See Attachment 4

Option 5- Establish digital signage to be placed in strategic locations-significant implementation costs along with possible need for ordinance changes
See Attachment 5

Option 6- Create Mobile App- initial set up charges and ongoing yearly costs
See Attachment 6

FINANCIAL IMPLICATIONS:

Various-See Attachments

RECOMMENDATION/ACTION DESIRED:

Approval of a timely and cost effective option for the delivery of the City Newsletter.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

- 1) Newsletter Option 1
- 2) Newsletter Option 2
- 3) Newsletter Option 3
- 4) Newsletter Option 4
- 5) Newsletter Option 5
- 6) Newsletter Option 6

Attachment 1

Option #1 (Current)

The current method of newsletter delivery is as an insert in the Water Bill and publication on the City Website. This method requires one month to cycle through delivery because one quarter of the City is billed per week by Water Utility.

Pros	Cons
Minimizes Postal Delivery Costs	Due to 4-Week Delivery Schedule Information is not Immediately Current
Pre-folded with the Water Bill	Staff Must Plan Content 2-Months in Advance
Water Bill Already Pre-Addressed with Certified Address	
Delivered with Item Likely to be Opened	
One Printing Cycle Reduces Costs	

Cost Analysis per Month	
Printing Costs (Newsletter)	\$726.36
Folding Costs (Newsletter)	Included
Postage Costs (Newsletter with Water Bill)	Included as Part of Water Bill Delivery
Total Costs per Month	\$ 726.36
Total Costs per Year	\$8,716.32

Attachment 2

Option #2 - Separate Mailing

One possible method of improving the speed at which the newsletter is delivered would be to bulk mail the newsletter as a separate mailing while still publishing it on the City website.

Pros	Cons
More timely delivery – bulk delivery at the beginning of the month for all	Variably more expensive due to increased delivery costs
Shortened information window provides for more timely product	As a separate deliverable, may or may not reduce importance to end user
One Printing Cycle Reduces Costs	Requires separate folding and addressing service
Staff would only need to plan information out 1 month in advance	

Cost Analysis per Month	
Printing Costs (Newsletter)	\$726.36 per month
Folding Costs (Newsletter)	included
Postage Costs (Newsletter separate)	\$0.41 per piece x 8,500 addresses = \$3,485 per month
Addressing per piece	May Add to Costs
Total Costs per Month	\$ 4,211.36
Total Costs per Year	\$50,536.32

Attachment 3

Option #3 – Electronic Delivery

Another possible method of improving the speed at which the newsletter is delivered would be to eliminate paper copies of the newsletter and convert to an electronic version emailed to residents that “Opt-In” to receive it while continuing to post the newsletter online.

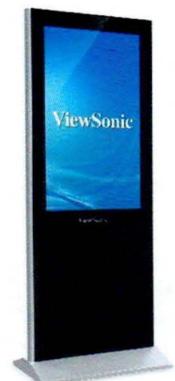
Pros	Cons
More timely delivery – bulk delivery at the beginning of the month for all and any other time throughout the month	Not everyone is tech savvy
Anytime delivery as many times as desired	Full Address directory does not currently exist
Zero printing costs	Would Require Citizen Account Signup/Management (too much movement to be manually managed by staff) **
Zero folding costs	Possible issues with SPAM filters or other Firewalls
Zero postage costs	

Cost Analysis	
Printing Costs	\$0
Folding Costs	\$0
Postage Costs	\$0
Email Service Costs unlimited subscribers with unlimited emails per month	\$995.00 one-time per year
Total Costs per Month	\$ 83.00
Total Costs per Year	\$995.00

**Civic Send Offers self-management of user accounts by individual users. Sign-up would be handled online. Patrons would have to manage their own subscription in the Notify Me section of the City web site.

Possible Add-ons:

- One-time post card mailing to advertise www.wataugatx.org (~ \$3,485 or insert once in upcoming water bill for printing cost only)
- City Hall In-Door Digital Signage KIOSKS (\$2,000 - \$3,000 ea. Depending on features)
- Small batch of in-house printed paper copies for pickup at City Facility locations (~ \$320 per month for 200 duplex color prints)
- Training by Library and Senior Center Personnel can be provided if needed



Attachment 4

Option #4 – Digital Only

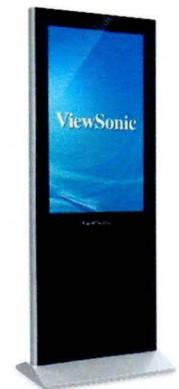
Another possible method of improving the speed at which the newsletter is delivered would be to eliminate paper copies of the newsletter and convert to an online version only. This method would allow us to spend more time adding information to the City web-site rather than expending resources to produce print that may or may not be read.

Pros	Cons
Anytime delivery as many times as desired	Not everyone is tech savvy
Zero printing costs	
Zero folding costs	
Zero postage costs	

Cost Analysis per Month	
Printing Costs	\$0
Folding Costs	\$0
Postage Costs	\$0
Total Costs per Month	\$0
Total Costs per Year	\$0

Possible Add-ons:

- One-time post card mailing to advertise www.wataugatx.org (~ \$3,485 or insert once in upcoming water bill for printing costs only)
- City Hall Indoor Digital Signage KIOSKS (\$2,000 - \$3,000 ea. Depending on features)
- Small batch of in-house printed paper copies for pickup at City Facility locations (~ \$320 per month for 200 duplex color prints)
- Training by Library and Senior Center Personnel can be provided if needed



Attachment 5

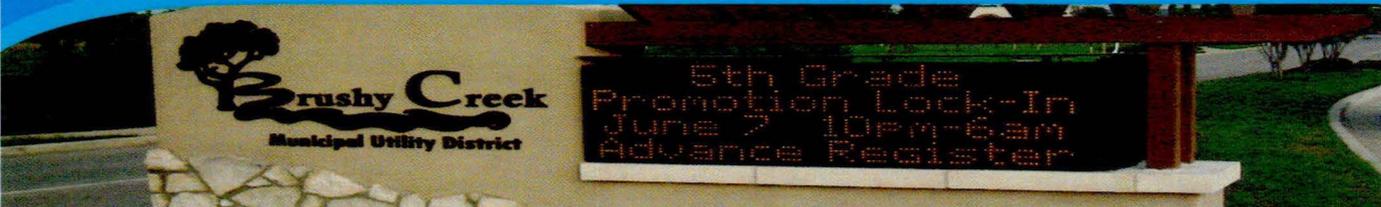
Option #5 – Digital Signage

One possible approach to providing information to citizens is the placement of outdoor digital signs or information kiosks in strategic locations. For example, a 3’7” x 7’0” color digital sign on Hightower or other City entrances could provide scores of information in an immediate methodology. Other locations could include the Library for Library specific events or city-wide events or the Recreation Center. Information kiosks with maintained information in a free-form self-contained standing kiosk could be placed in parks or other high traffic areas. This strategy could possibly replace the newsletter altogether.

Pros	Cons
Can be decorative and innovative	Initial Cost
Anytime immediate delivery for persons in view of signage	Sign Ordinance would have to be changed
Zero printing costs	Limited areas of view
Zero folding costs	
Zero postage costs	

Cost Analysis per Month	
Printing Costs	\$0
Folding Costs	\$0
Postage Costs	\$0
Other Costs	Undetermined
Total Costs per Month	Undetermined
Total Costs per Year	Undetermined

Municipalities & Government



Digital Sign Communication Made Simple

With communities growing at a rapid pace, the need to communicate mass amounts of information effectively is important now more than ever. Focus Digital Display technology provides the ability to meet these demands head on. Information creates awareness, which is a key to ensuring a vibrant and healthy community for years to come.



FC16-64128V - 3'7" x 7'0"



FC20-32112A - 2'8" x 7'7"



FM22-2480H - 2'2" x 6'2"

Additional sizes available for various applications

Uses for Municipality & Government Outdoor Digital Signage

- Welcome Visitors
- Public service announcements
- Emergency notifications
- Display Time, Temperature & Date

Attachment 6

Option 6 – Mobile App

Another possible solution for expediting information flow to citizens would be to provide citizens with a branded City of Watauga App that works on both Android and IOS platforms. Our current web-site is compatible with an additional option offered by the vendor known as Civic Mobile. Civic Mobile essentially re-wraps the content of the City web-site into an app and remain up-to-date in conjunction with the City web-site as it too is updated.

Pros	Cons
Can be decorative and innovative	Initial Cost
Anytime immediate delivery	Ongoing Maintenance Costs
Appeals to the Mobile Generation	
Real-time Notifications	
Simplified User Experience	
Potential to Reach Broader Audience	
Zero printing costs	
Zero folding costs	
Zero postage costs	

Cost Analysis	
Printing Costs	\$0
Folding Costs	\$0
Postage Costs	\$0
One-Time Development Cost	\$7,450.00
Yearly Maintenance	\$1,950.00
Total Costs per Year	\$1,950.00 after year one





OFFICE OF THE CITY MANAGER
INTEROFFICE CORRESPONDENCE

DATE: March 14, 2016
 TO: Honorable Mayor and Members of the City Council
 FROM: Greg Vick, City Manager *GV*
 SUBJECT: Discussion and Action on the Reappointment and Compensation of the Municipal Court Judge for the Court of Record for the City of Watauga

Background/Information:

Since November 2001, Judge Stewart Bass has served as the Municipal Court Judge for the Court of Record. In May, 2014, the City Council reappointed Judge Bass for a two-year term which will expire in May 2016.

According to Section 8.02 Judge of the Municipal Court in the Watauga City Charter: The Judge of the Municipal Court shall be appointed by the City Council and serve in accordance with Chapter 30 of the Government Code, as now or hereafter amended, for a term not to exceed two (2) years. The municipal judge must:

- a. Be a resident of this state.
- b. Be a citizen of the United States.
- c. Be a licensed attorney in good standing in Texas.
- d. Have been licensed by the Supreme Court of Texas to practice law in Texas for five (5) or more years.

The Judge of the Municipal Court shall hold office for the duration of the term unless removed at the will and discretion of the City Council. If the judge is removed or vacates the office, the City Council shall immediately appoint a qualified person to fill the unexpired term. The Judge of the Municipal Court shall receive such compensation as may be determined by the Council.

Financial Implications:

Current rates and recommended rates for the judge are:

CURRENT	<u>RECOMMENDED</u>
• Court Sessions/Jury Trials = \$178.78 per hour	\$182.50 per hour (2.1% increase)
• Magistrations = \$60 per day	\$65 per day
• Juvenile Arraignments = \$100 each	\$100 each

Total Budgeted: \$71,000 per annum
Account #: 01-040-74270

Alternate Judge:

Should the City Council wish to reappoint Lorraine Irby as the Alternate Judge, a separate ordinance is provided for Council approval that would allow for the reappointment of Lorraine Irby as Alternate Judge. In the case that Judge Irby's services are utilized, Judge Bass will make arrangements with Judge Irby at a rate agreed upon by both parties. Judge Bass will be responsible for payment to Judge Irby for all services rendered, and recommends her for the Alternate Judge position.

Recommendation/Action Desired:

Reappointment of J. Stewart Bass as the Municipal Court of Record Judge for the City of Watauga, with a two-year term beginning in May 2016 at the recommended rates for services as presented.

Attachments:

1. Letter from Mark Daniel, City Attorney
2. Proposed Ordinance for Reappointment of Judge Bass

Attachment 1

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

March 21, 2016

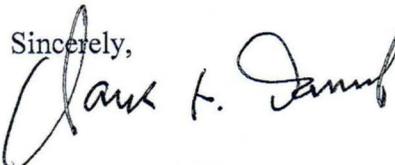
Ms. Sandra Gibson
Director of Finance and Administration
City of Watauga
7105 Whitley Road
Watauga, Texas 76148

*Re: Ordinances re Appointment of Municipal Court Judge and Alternate
Municipal Court Judge*

Dear Ms. Gibson:

Per your request, I have reviewed the Ordinance by the City Council of the City of Watauga appointing an individual to serve as Municipal Court Judge of the Municipal Court Of Record for the City of Watauga and an Ordinance by the City Council of the City of Watauga appointing an individual to serve as the Alternate Municipal Court Judge of the Municipal Court of Record for the City of Watauga. I have made corrections to these Ordinances and therefore approve of the same. I would recommend that these Ordinances be presented at the next City Council meeting for consideration.

Thank you for your attention to the above and the opportunity to be of assistance. Please let me know if you have any questions.

Sincerely,


MARK G. DANIEL

MGD:tp

cc: Mayor Hector Garcia
Mr. Greg Vick, City Manager
Ms. Zolaina Reyes, City Secretary

Attachment 2

CITY OF WATAUGA, TEXAS
ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS APPOINTING AN INDIVIDUAL PURSUANT TO SECTION 30.00006 OF THE TEXAS GOVERNMENT CODE, SECTION 8.02 OF THE WATAUGA CITY CHARTER, AND CHAPTER 7, ARTICLE 7.02, DIVISION 2, SECTIONS 7.02.041, 7.02.042, 7.02.043 AND 7.02.044 OF THE WATAUGA CODE OF ORDINANCES, TO SERVE AS MUNICIPAL COURT JUDGE OF THE MUNICIPAL COURT OF RECORD FOR THE CITY OF WATAUGA; PROVIDING THAT ALL ORDINANCES IN CONFLICT HEREWITH ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE

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

I.

Pursuant to Section 30.0006 of the Texas Government Code, Section 8.02 of the Watauga City Charter, and Chapter 7, Article 7.02, Division 2, Sections 7.02.041, 7.02.042, 7.02.043 and 7.02.044 of the Watauga Code of Ordinances, the City Council of the City of Watauga does hereby appoint J. Stewart Bass to serve as Judge of the Municipal Court of Record for the City of Watauga.

II.

The term of office for J. Stewart Bass as Judge of the Municipal Court of Record shall be for two (2) years commencing May 1, 2016.

III.

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

provisions of this Ordinance, in which such event conflicting provisions, if any in such other ordinance or ordinances are hereby repealed.

IV.

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

V.

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, Texas and publication hereof as prescribed by law.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas on this the 28th day of March 2016.

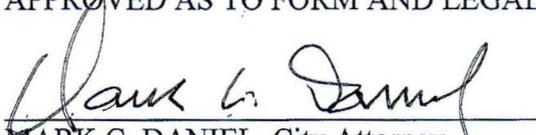
APPROVED:

HECTOR F. GARCIA, Mayor

ATTEST:

ZOLAINA R. PARKER, City Secretary

APPROVED AS TO FORM AND LEGALITY:



MARK G. DANIEL, City Attorney



OFFICE OF THE CITY MANAGER
INTEROFFICE CORRESPONDENCE

DATE: March 14, 2016
TO: Honorable Mayor and Members of the City Council
FROM: Greg Vick, City Manager 
SUBJECT: Discussion and Action on the Reappointment of the Alternate Municipal Court Judge for the Court of Record for the City of Watauga

Background/Information:

In May, 2014, the City Council appointed Ms. Lorraine Irby as the Alternate Municipal Court Judge for a two-year term in the event Judge Bass is unavailable. Ms. Irby has been the presiding Municipal Court Judge for the City of Haltom City since September, 2008 and the presiding Municipal Court Judge for the City of Saginaw since January, 2012. Judge Bass recommends Lorraine Irby for her reappointment as Alternate Judge.

Financial Implications:

Judge Bass will make arrangements with Judge Irby at a rate agreed upon by both parties. Judge Bass will be responsible for payment to Judge Irby for all services rendered.

Recommendation/Action Desired:

Reappointment of Lorraine Irby as the Alternate Municipal Court of Record Judge for the City of Watauga, with a two-year term beginning in May 2016.

Attachments:

1. Letter from Mark Daniel, City Attorney
2. Proposed Ordinance for Reappointment of Judge Irby as Alternate Judge

Attachment 1

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

MARK G. DANIEL

BOARD CERTIFIED - CRIMINAL LAW
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March 21, 2016

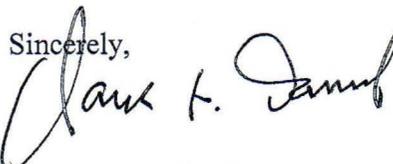
Ms. Sandra Gibson
Director of Finance and Administration
City of Watauga
7105 Whitley Road
Watauga, Texas 76148

*Re: Ordinances re Appointment of Municipal Court Judge and Alternate
Municipal Court Judge*

Dear Ms. Gibson:

Per your request, I have reviewed the Ordinance by the City Council of the City of Watauga appointing an individual to serve as Municipal Court Judge of the Municipal Court Of Record for the City of Watauga and an Ordinance by the City Council of the City of Watauga appointing an individual to serve as the Alternate Municipal Court Judge of the Municipal Court of Record for the City of Watauga. I have made corrections to these Ordinances and therefore approve of the same. I would recommend that these Ordinances be presented at the next City Council meeting for consideration.

Thank you for your attention to the above and the opportunity to be of assistance. Please let me know if you have any questions.

Sincerely,

MARK G. DANIEL

MGD:tp

cc: Mayor Hector Garcia
Mr. Greg Vick, City Manager
Ms. Zolaina Reyes, City Secretary

Attachment 2

CITY OF WATAUGA, TEXAS
ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS APPOINTING AN INDIVIDUAL PURSUANT TO SECTION 30.00006 AND 30.00008 OF THE TEXAS GOVERNMENT CODE, TO SERVE AS THE ALTERNATE MUNICIPAL COURT JUDGE OF THE MUNICIPAL COURT OF RECORD FOR THE CITY OF WATAUGA; PROVIDING THAT ALL ORDINANCES IN CONFLICT HEREWITH ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE

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

I.

Pursuant to Section 30.0006 and 30.00008 of the Texas Government Code the City Council of the City of Watauga does hereby appoint Lorraine Irby to serve as the Alternate Judge of the Municipal Court of Record for the City of Watauga.

II.

The term of office for Lorraine Irby to serve as the Alternate Judge of the Municipal Court of Record shall be for two (2) years commencing May 1, 2016.

III.

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

IV.

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

V.

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, Texas and publication hereof as prescribed by law.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas on this the 28th day of March 2016.

APPROVED:

HECTOR F. GARCIA, Mayor

ATTEST:

ZOLAINA R. PARKER, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Mark G. Daniel
MARK G. DANIEL, City Attorney