



**AGENDA
WATAUGA CITY COUNCIL
REGULAR MEETING
MONDAY, JUNE 20, 2016
CITY HALL COUNCIL CHAMBER, 7105 WHITLEY ROAD
6:30 P.M.**

COUNCIL MEETING

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

INVOCATION

PLEDGE 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.

PRESENTATIONS

1. Presentation of K-9 Bite Suit to the Watauga Police Department
Doug Janke, WCPAAA President

REPORTS

1. **Administration-** Update on Strategic Plan
Greg Vick, City Manager

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 May 1, 2016, through May 31, 2016
Sandra Gibson, Director of Finance and Administration, CGFO
2. Approval of City Council Special Meeting Minutes of May 23, 2016
Zolaina R. Parker, City Secretary
3. Approval of City Council Regular Meeting Minutes of May 23, 2016
Zolaina R. Parker, City Secretary
4. Approval of City Council Special Meeting Minutes of June 6, 2016
Zolaina R. Parker, City Secretary
5. Acceptance of the 2016-2017 Fiscal Year Watauga Crime Control and Prevention District Budget as adopted by the Watauga Crime Control and Prevention District Board of Directors
Sandra Gibson, Director of Finance and Administration, CGFO
6. Approval of setting the date of August 15, 2016 at 6:30 p.m., for the City Council to conduct a Public Hearing on the 2016-2017 Fiscal Year Watauga Crime Control and Prevention District Budget
Sandra Gibson, Director of Finance and Administration, CGFO
7. Approval of a proposed resolution amending policy 8.01, and eliminating Section 28.1, 28.2 and 28.3 replacing with policy 10.06 of the City of Watauga Personnel, Administration and Financial Policies and Procedures Manual [CAPTION]
Marcia Reyna, Human Resources/Civil Service Director
8. Approval of Interlocal Agreement between City of Watauga and City of Fort Worth for Fire Services (Mutual Aid)
William Crawford, Fire Chief
9. Approval of recommendation to reappoint Mr. Albert Cardenas to the Charter Review Commission, Place 2
Hector F. Garcia, Mayor
10. Approval of recommendation to reappoint Ms. Leah Chauvin to the Charter Review Commission, Place 4
Hector F. Garcia, Mayor

11. Approval of recommendation to reappoint Ms. Cristy McCauley to the Charter Review Commission, Place 6
Hector F. Garcia, Mayor
12. Approval of proposed ordinance to repeal Chapter 101, Article IV- Architectural Review Commission, including sections 101-86, 101-87, 101-88, 101-89, 101-90, 101-91, and 101-92, of the City of Watauga Code of Ordinances [CAPTION]
Hector F. Garcia, Mayor
13. Approval of Mayor's appointments of Council Liaisons to various Boards, Committees and Commissions
Hector F. Garcia, Mayor

NEW BUSINESS

1. Discussion and action on approval of Master Services and Purchasing Agreement with Taser International, Inc., for Taser Body-Worn Camera Program in an amount not to exceed \$196,065.75 and approval of use of Narcotics Forfeitures Funds in the amount not to exceed \$36,445 for purchases related to the Taser Body-Worn Camera Program
Glen Fowler, Police Chief
Sandra Gibson, Director of Finance and Administration, CGFO
2. Discussion and possible action pursuant to Section 115-35(c)(2) of the Code of Ordinances regarding amending zoning regulations in Section 115.117- Landscape regulations regarding right-of-way for one and two family dwellings; and ordering a case to be heard at a hearing of the Planning and Zoning Commission, on July 11, 2016 at 6:00 p.m., at City Hall, 7105 Whitley Road, which meets the requirement for proper notice and publication
Robert Davis, Council Member-Place 7

EXECUTIVE SESSION

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

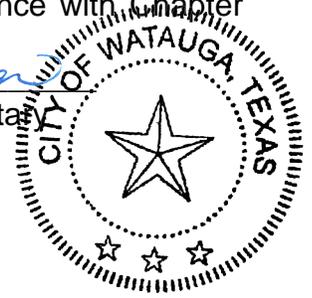
ADJOURNMENT

NOTICE

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

I, Zolaina R. Parker, City Secretary for the City of Watauga, hereby certify that this agenda was posted on the bulletin boards at City Hall, 7105 Whitley Road, Watauga, Texas, on Wednesday, June 15, 2016, before 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code.


Zolaina R. Parker, City Secretary





REQUEST FOR A COUNCIL MEMBER TO SPONSOR AN ITEM ON A CITY COUNCIL AGENDA

Requests to have an item sponsored by a City Council Member must be submitted to the City Secretary's Office at least fourteen (14) days prior to the City Council Meeting for which the request is made. Such requests **MUST BE SPONSORED BY AT LEAST ONE (1) MEMBER OF THE CITY COUNCIL** to be placed on the agenda. All relevant information concerning the matter must be provided by you or the sponsoring Council Member to the City Secretary's Office not later than 5:00 p.m. the Tuesday before the City Council Meeting so this information can be included in the Council agenda packet.

Name: Douglas Janke, Watauga Citizen Police Academy Alumni Assoc.

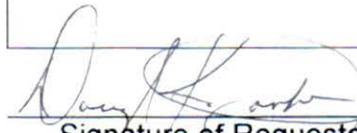
Address: 5816 Greenfield Dr, Watauga TX 76148 Phone Number: 817-313-9360

Are you a Resident and/or Business Owner in Watauga? Yes No

Please put a check mark next to the name of the City Council Member(s) you would like to sponsor the item

Hector Garcia, Mayor	✓	James Wright, Place 4
Mayor Pro Tem Hal Gerhardt, Place 1		Melva Clark, Place 5
Brandon Krausse, Place 2		Pat Shelbourne, Place 6
Lee Griffin, Place 3		Robert Davis, Place 7

Subject to be discussed: Presentation of our K-9 Bite Suit to Chief Fowler, Chief Parker, David Jones, Melissa H Tank-Holland & Dasco.


Signature of Requestor

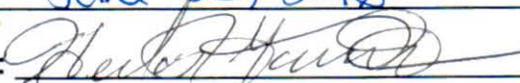
6-3-2016
Date

(OFFICE USE ONLY):

Date and Time request was received: 06/03/16 @ 4:07pm

Signature of person receiving request: 

Date of City Council Meeting to be discussed: June 20, 2016

Signature of Council Member sponsoring item: 



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

STRATEGIC PLAN 2016

GOALS	ACTION ITEMS	
1. Establish an environment conducive to strong and sustainable economic development	<ul style="list-style-type: none"> A. Park places for food trucks B. Partner with businesses (Home Depot/Lowes) about repairs C. Implement Rental Property Policy 	<ul style="list-style-type: none"> D. Comp Plan-guide redevelopment E. Continue Revitalization efforts (2015 Strategic Plan)
2. Set public safety standard for a secure and safe city	<ul style="list-style-type: none"> A. Find new partnerships-interlocal agreements with other entities for shared facilities B. Identify new volunteer opportunities-educate citizens on future plans for staff and facilities 	<ul style="list-style-type: none"> C. Develop community policing approach
3. Enhance quality of life through recreational, cultural, and educational services	<ul style="list-style-type: none"> A. Update of Parks and Rec Open Space Master Plan B. Focus on trails for gathering places C. Make shade structures available for BBQ and other uses 	<ul style="list-style-type: none"> D. Create a dog park E. Library Expansion/Technology-Partnerships & Education (TCC, ISD, Businesses) F. Create more event venues G. Continue to Capitalize on Capp Smith Park (2015 Strategic Plan)
4. Establish standard for responsible fiscal management and excellent governance	<ul style="list-style-type: none"> A. Increase speed to update and distribute newsletter B. Ensure fee schedule is fair and correlates with level of services provide 	
5. Sustain and enhance infrastructure network	<ul style="list-style-type: none"> A. Water & Waste Water CIP B. Streets, Storm Drain, Trails, Rail C. Communication Wireless-Parks D. Use technology to create safe environment E. Re-evaluate streets to prioritize repair, replacement, overlay 	
6. Commitment to maintain a high skilled, well trained, fairly compensated, customer service oriented workforce	<ul style="list-style-type: none"> A. Standardize customer service expectations and common experience city-wide B. Provide Customer Service training to staff 	
7. Maintain, cultivate, and develop a sustainable healthy community	<ul style="list-style-type: none"> A. Encourage each department to evaluate and seek opportunities for cultural engagement B. Brand recognition/History of City C. Identify methods for statewide recognition 	



**CITY OF WATAUGA FINANCE DEPARTMENT
INTEROFFICE CORRESPONDENCE**

DATE: June 7, 2016

TO: Honorable Mayor and City Council

THROUGH: Greg Vick, City Manager *GV*

FROM: Sandra Gibson, Director of Finance and Administration *S Gibson*

SUBJECT: Monthly Report – May, 2016

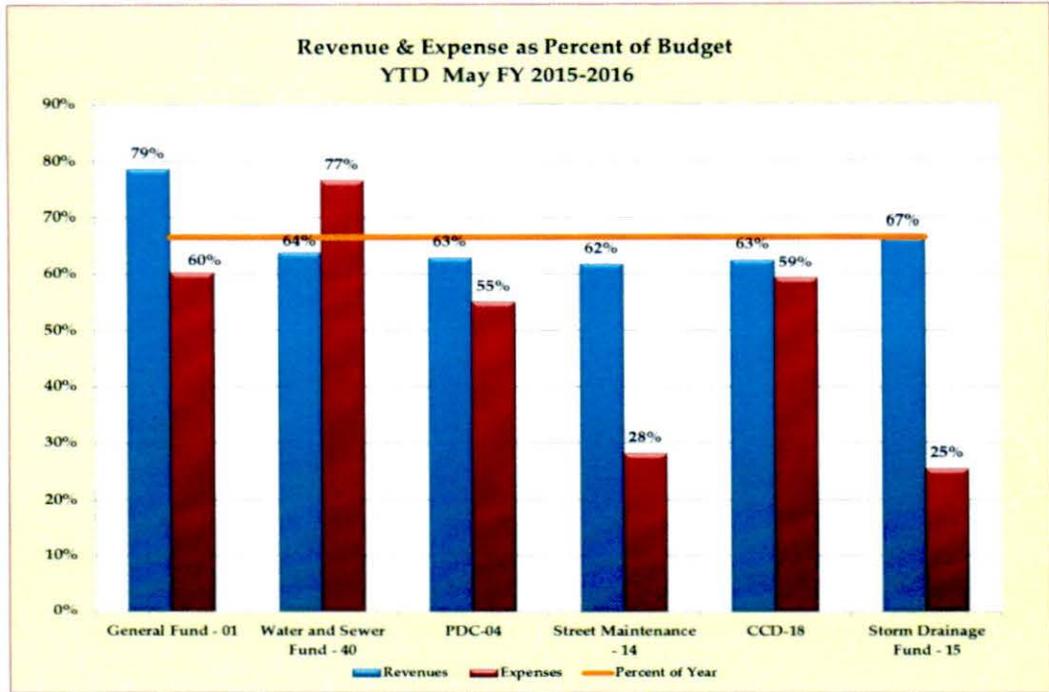
The City's sales tax receipts from the State Comptroller received in the month of June, 2016 (reflecting April sales receipts) decreased by 9.30%, or \$32,363 from the same time last year. State sales tax for June receipts are down 1.24% compared to June 2015. Year-to-date sales tax receipts for the City are down 5.04% in comparison to last year at this time (cash basis).

City	Sales Tax Receipts Year to Date (Cash Basis) June 2016			
	FY 2015	FY 2016	\$ Change	% Change
Richland Hills	\$ 2,088,923.13	\$ 2,323,335.79	\$ 234,412.66	11.22%
Eules	\$ 11,532,074.54	\$ 13,142,564.96	\$ 1,610,490.42	13.97%
Colleyville	\$ 3,856,569.36	\$ 4,084,068.27	\$ 227,498.91	5.90%
Dallas	\$ 202,174,689.74	\$ 210,032,168.93	\$ 7,857,479.19	3.89%
Haltom City	\$ 7,699,801.91	\$ 8,008,968.47	\$ 309,166.56	4.02%
Keller	\$ 6,983,834.19	\$ 7,310,657.64	\$ 326,823.45	4.68%
Arlington	\$ 73,143,761.25	\$ 75,870,334.50	\$ 2,726,573.25	3.73%
North Richland Hills	\$ 10,242,760.08	\$ 10,634,823.97	\$ 392,063.89	3.83%
Weatherford	\$ 8,148,096.51	\$ 8,305,446.95	\$ 157,350.44	1.93%
Grapevine	\$ 30,494,778.94	\$ 31,016,116.60	\$ 521,337.66	1.71%
Fort Worth	\$ 99,000,211.11	\$ 100,925,747.19	\$ 1,925,536.08	1.94%
Hurst	\$ 12,217,436.85	\$ 12,225,433.67	7,996.82	0.07%
Watauga	\$ 3,498,862.97	\$ 3,322,360.36	\$ (176,502.61)	-5.04%

Sales tax receipts are being closely monitored and receipts are still trending down in the service and retail segments.

Financial Highlights

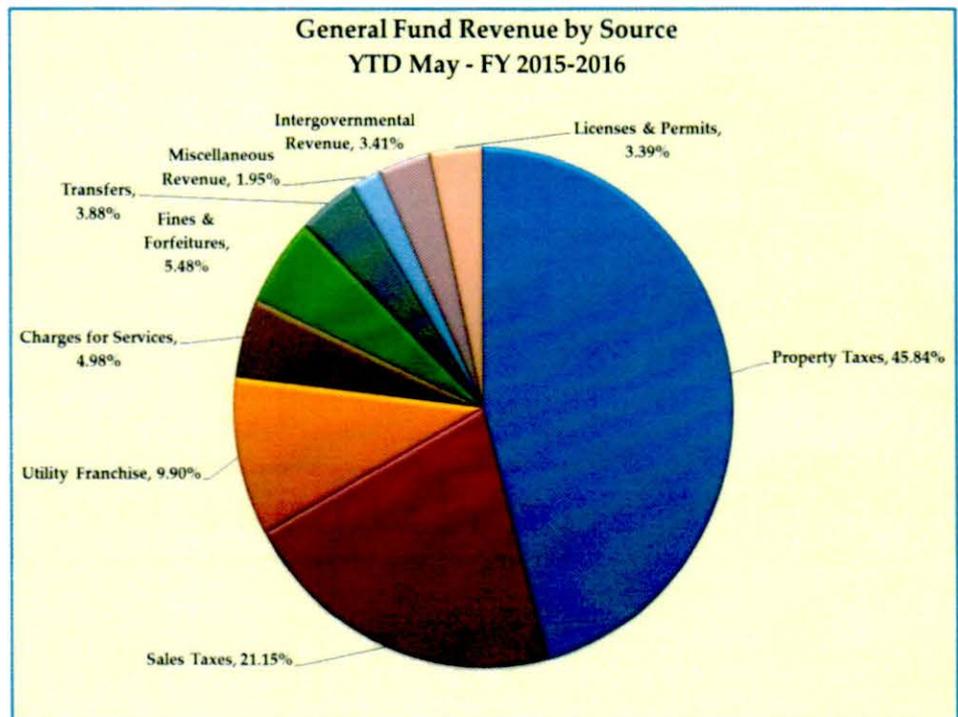
Through May, 2016, the City is 67% through the fiscal year. All revenue and expenses are reflected in the chart below. Details of each fund's revenues and expenditures are attached.



General Fund

Year-to-date revenues are 4.39% higher in comparison to last year at this time, representing 78.68% of budget collected. General Fund expenses in total are in line with budget expectations at 60.3%.

Property Tax. Year-to-date, the City has received 96.55% of budgeted property taxes. The majority of property tax receipts are received in the months of December and January. The City has received \$297,625 more revenue than this same time last year.



Utility Franchise Revenue: The majority of franchise receipts are received on a quarterly or annual basis. Year-To-Date franchise receipts are 86.86% of budgeted revenues.

Licenses and Permits - License and permit fees are at 108.4% of budget collected. This category of revenue has increased \$132,366 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 62% of budget and are approximately 5.83%, or \$28,663 lower than last year's revenues.

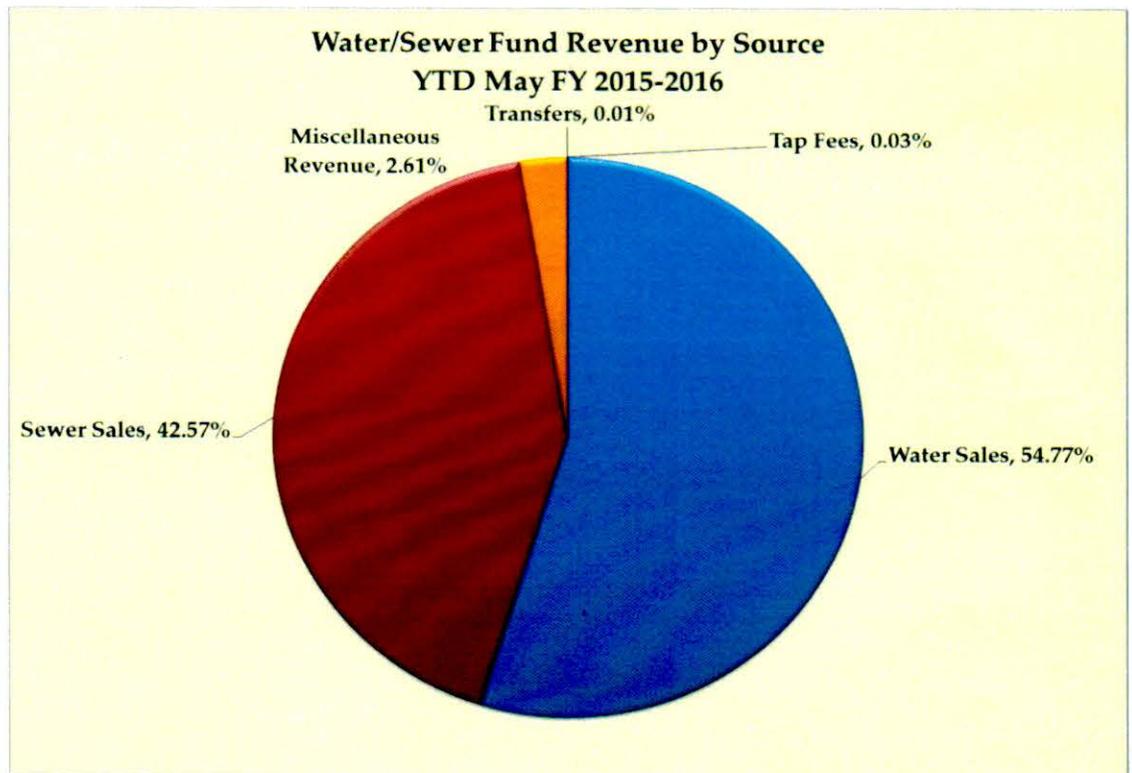
Fines and Forfeitures - Fines and Forfeitures collections for May 2016 are up \$42,479, or 89.3% in comparison with May 2015. Year-to-date collections are at 69.2% of budget collected, and are .8%, or \$3,913 higher than this time last year.

Miscellaneous Revenue. Miscellaneous revenue received total \$141,267 which is 68.5% of budgeted revenues.

Intergovernmental Revenue and Transfers. Intergovernmental Revenue is 63.90% of budget and Transfers are 63.87% of budget.

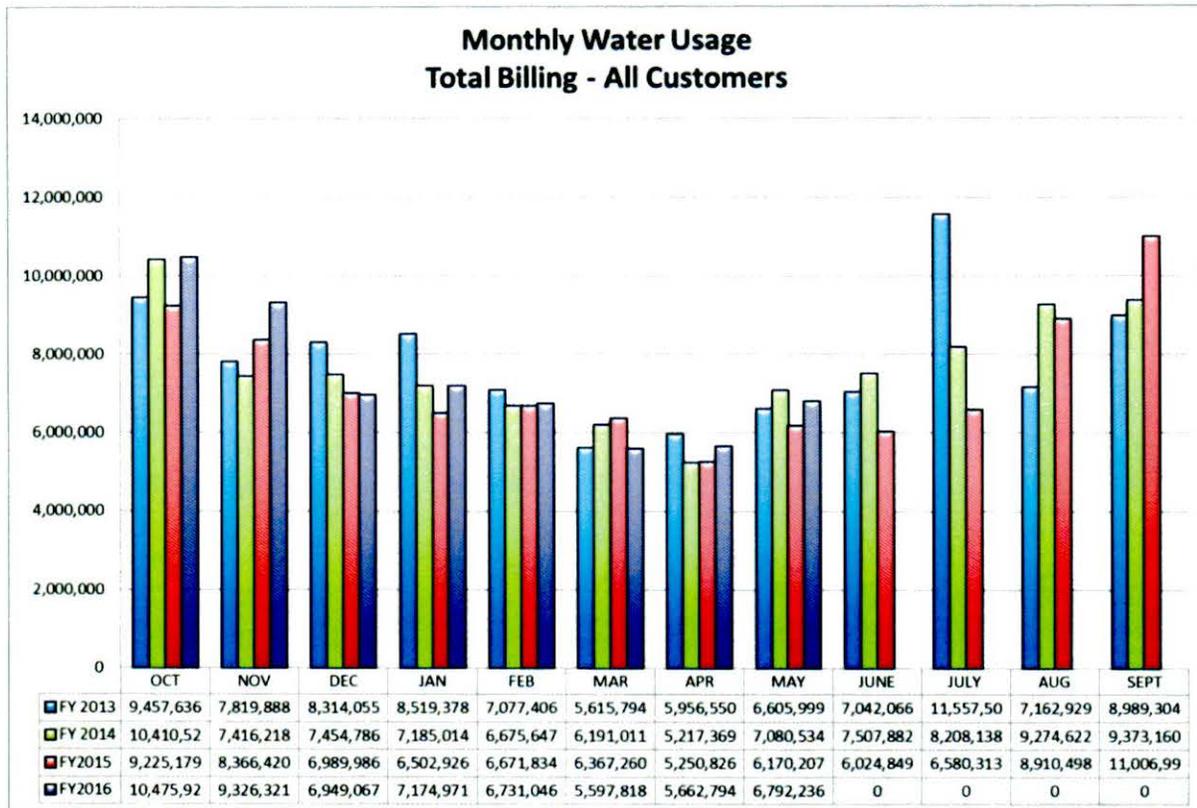
Water and Sewer Fund

Water and sewer revenues are currently at 63.95% of budgeted revenues and are up approximately \$407,923 in comparison to last year. Water usage consumption for the month of April (billed in May) increased by 10.08% over prior year consumption,



and revenues are up 8.2% compared to the prior year. Year-to-date expenses are currently at 76.6% due to the transfers to the debt service funds for payments that occur during the 3rd Quarter of the Fiscal Year. Wastewater collection costs continue to be a concern and are being closely monitored. The Public Works department is currently investigating inflow and infiltration issues throughout the City. We are anticipating a budget amendment to increase appropriations by \$350,000. This will be presented to Council on the July 25th Council meeting.

On the following graph, the water usage monthly trends for the years 2013-2016 are shown: Agency Page No. 10



Miscellaneous Sales - Miscellaneous sales include penalty revenue, EPA revenue, service charges, returned check fees, and damaged/tampering fees. This category of revenue is at 67% of budget collected.

Storm Drain Fund – Revenues are flat in comparison with FY2015 and are on target with budget expectations. Expenses are at 25.5% of budget in this fund through May 2016.

Special Revenue Funds - In the Street Maintenance Fund, revenues are 61.9% of budget collected. Expenses are 28.2% of budget at this time. The Crime Control and Prevention District has collected 62.7% of budgeted sales tax revenues and is at 59.4% of budget expended. The Parks Development Fund has collected 63.1% of sales tax revenues and is at 55.1% of budget expended through May, 2016.

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending May 31, 2016 (3rd Qtr.)**

GENERAL FUND - 01

REVENUE:	CURRENT BUDGET	5/31/2016 YTD ACTUAL	% USED	% REMAINING	5/31/2015 YTD ACTUAL	\$ CHG 16 vs 15	% CHG 16 vs 15
TAXES							
AD VALOREM	4,414,183	4,261,945	96.55%	-96.55%	3,964,320	297,625	7.51%
Delinquent	30,000	15,659	52.20%	-52.20%	32,576	(16,917)	-51.93%
Penalty & Interest	27,000	16,933	62.72%	-62.72%	20,880	(3,947)	-18.90%
SALES TAX	3,225,551	1,966,341	60.96%	-60.96%	2,086,321	(119,980)	-5.75%
UTILITY FRANCHISE	1,060,000	920,718	86.86%	-86.86%	929,193	(8,476)	0.00%
LICENSES & PERMITS	291,000	315,457	108.40%	-108.40%	183,091	132,366	72.30%
INTERGOVERNMENTAL REVENUE	496,500	317,245	63.90%	-63.90%	268,124	49,121	18.32%
OIL & GAS LEASE REVENUE	-	-	-	-	-	0	-
CHARGES FOR SERVICES	747,000	463,081	61.99%	-61.99%	491,744	(28,663)	-5.83%
FINES & FORFEITURES	736,700	509,868	69.21%	-69.21%	505,956	3,913	0.77%
MISCELLANEOUS INCOME	264,600	181,326	68.53%	-68.53%	141,267	40,059	28.36%
OPERATING TRANSFERS IN	565,113	360,936	63.87%	-63.87%	314,008	46,928	14.94%
TOTAL REVENUE	\$11,857,647	\$9,329,508	78.68%	-78.68%	\$8,937,479	\$392,029	4.39%
TOTAL EXPENDITURES	\$12,641,480	\$7,623,915	60.31%	-60.31%	\$7,305,772	\$318,143	4.35%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$783,834)	\$1,705,593			\$1,631,707	\$73,885.95	

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending May 31, 2016 (3rd Quarter)**

DEBT SERVICE FUND - 03

REVENUE:	CURRENT BUDGET	5/31/2016 YTD ACTUAL	% USED	% REMAINING	5/31/2015 YTD ACTUAL	\$ CHG 16 vs 15	% CHG 16 vs 15
TAXES							
AD VALOREM	1,750,000	1,728,777	98.79%	1.21%	1,712,220	\$16,557	0.97%
Delinquent	15,000	6,306	42.04%	57.96%	14,339	(\$8,033)	-56.02%
Penalty & Interest	12,000	6,626	55.21%	44.79%	8,140	(\$1,514)	-18.60%
INTEREST EARNINGS	800	1,021	127.66%	-27.66%	238	\$784	-
OTHER FINANCING SOURCES	-	0	-	-	0	\$0	-
OPERATING TRANSFERS IN	-	0	-	-	0	\$0	-
TOTAL REVENUE	\$1,777,800	\$1,742,730	98.03%	1.97%	\$1,734,936	\$7,794	0.45%
TOTAL EXPENDITURES	\$1,760,410	1,582,686	89.90%	10.10%	1,589,908	(\$7,222)	-
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$17,390.00	\$160,044			\$145,028	\$15,016	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending May 31, 2016 (3rd Quarter)**

PARKS DEVELOPMENT FUND - 04

REVENUE:	CURRENT BUDGET	5/31/2016 YTD ACTUAL	% USED	% REMAINING	5/31/2015 YTD ACTUAL	\$ CHG 16 vs 15	% CHG 16 vs 15
SALES TAX	772,262	487,220	63.09%	36.91%	518,322	(31,102)	-6.00%
INTEREST EARNINGS	500	686	137.17%	-37.17%	206	480	-
INTEREST/ESCROW	-	-	-	-	-	-	-
CONTRIBUTIONS/OTHER	-	-	-	-	-	-	-
TOTAL REVENUE	\$772,762	\$487,906	63.14%	36.86%	\$518,528	(30,622)	-6.00%
TOTAL EXPENDITURES	795,463	438,300	55.10%	44.90%	\$ 600,200	(161,900)	-26.97%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$22,701)	\$49,606			(\$81,672)	\$131,278	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending May 31, 2016 (3rd Quarter)**

STREET MAINTENANCE FUND - 14

REVENUE:	CURRENT BUDGET	5/31/2016 YTD ACTUAL	% USED	% REMAINING	5/31/2015 YTD ACTUAL	\$ CHG 16 vs 15	% CHG 16 vs 15
SALES TAX	779,834	481,920	61.80%	38.20%	512,712	(30,792)	(0.06)
INTEREST EARNINGS	-	1,166	-	-	244	921	-
INTEREST/ESCROW	-	-	-	-	-	0	-
CONTRIBUTIONS/OTHER	-	-	-	-	-	0	-
TOTAL REVENUE	\$ 779,834	\$483,085	61.80%	38.20%	512,957	(\$29,871)	-5.82%
TOTAL EXPENDITURES	\$610,000	\$172,153	28.22%	71.78%	57,472	\$114,682	
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$169,834	\$310,932			\$455,485	(\$144,553)	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending May 31, 2016 (3rd Quarter)**

STORM DRAIN FUND - 15

REVENUE:	CURRENT BUDGET	5/31/2016 YTD ACTUAL	% USED	% REMAINING	5/31/2015 YTD ACTUAL	\$ CHG 16 vs 15	% CHG 16 vs 15
USERS FEE	1,415,000	938,258	66.31%	33.69%	946,117	(7,859)	-0.83%
OTHER REVENUE	-	1,800	-	-	-	1,800	-
INTEREST INCOME	1,500	4,080	271.99%	-171.99%	1,022	3,058	-
	-	-	-	-	-	-	-
TOTAL REVENUE	\$1,416,500	\$944,138	66.65%	33.35%	\$947,139	(\$3,001)	-0.32%
TOTAL EXPENDITURES	\$2,198,032	\$559,957	25.48%	74.52%	\$472,516	\$87,441	18.51%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$781,532)	\$384,180			\$474,622	(\$90,442)	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending May 31, 2016 (3rd Quarter)**

CRIME CONTROL - 18

REVENUE:	CURRENT BUDGET	5/31/2016 YTD ACTUAL	% USED	% REMAINING	5/31/2015 YTD ACTUAL	\$ CHG 16 vs 15	% CHG 16 vs 15
SALES TAX	1,544,525	966,978	62.61%	37.39%	1,025,850	(58,871)	-5.74%
INTEREST EARNINGS/OTHER	38,500	24,807	-	-	47,409	(22,602)	-47.67%
MISC GRANT PROCEEDS	-	-	-	-	-	-	-
TOTAL REVENUE	\$1,583,025	991,785	62.65%	37.39%	\$1,073,258	(81,473)	-7.59%
TOTAL EXPENDITURES	\$1,729,200	1,026,952	59.39%	40.61%	\$1,006,519	20,433	2.03%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$146,175)	(\$35,166)			\$66,740	(\$101,906)	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending May 31, 2016 (3rd Quarter)**

WATER & SEWER - 40

REVENUE:	CURRENT BUDGET	5/31/2016 YTD ACTUAL	% USED	% REMAINING	5/31/2015 YTD ACTUAL	\$ CHG 16 vs 15	% CHG 16 vs 15
WATER SALES	4,528,000	2,892,788	63.89%	36.11%	2,633,382	259,405	9.85%
SEWER SALES	3,525,000	2,248,512	63.79%	36.21%	2,103,337	145,175	6.90%
MISCELLANEOUS	206,000	138,099	67.04%	32.96%	142,898	(4,799)	-3.36%
PENALTY	200,000	131,013	65.51%	34.49%	122,858	8,155	6.64%
INTEREST	5,000	-	0.00%	100.00%	-	-	-
TRANSFERS	-	514	-	-	328	186	56.77%
TAP FEES	-	1,500	-	-	1,700	(200)	-11.76%
SALE OF ASSETS	-	-	-	-	-	-	-
 TOTAL REVENUE	 \$8,464,000	 \$5,412,426	 63.95%	 36.05%	 \$5,004,503	 \$407,923	 8.15%
 TOTAL EXPENDITURES	 \$8,764,967	 \$6,715,581	 76.62%	 23.38%	 \$6,183,719	 \$531,862	 8.60%
 EXCESS REVENUE OVER (UNDER) EXPENDITURES	 (\$300,967)	 (\$1,303,155)			 (\$1,179,217)	 (\$123,939)	

100.00%

**MINUTES
WATAUGA CITY COUNCIL
SPECIAL MEETING
MONDAY, MAY 23, 2016
CITY HALL, COUNCIL CHAMBER, 7105 WHITLEY ROAD
6:00 P.M.**

The City Council of the City of Watauga, Texas convened in Regular Session at 6:02 p.m., with the following members present:

Hector F. Garcia	Mayor
Robert Davis	Mayor Pro Tem
Brandon Krausse	Council Member
Hal Gerhardt	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
Paul Hackelman	Public Works Director
Glen Fowler	Police Chief
Marcia Reyna	Human Resources/Civil Service Director
Bradley Fraley	Chief Information Officer/PIO
Jacquelyn Reyff	Planning and Development Manager

with

Council Member Lee Griffin, absent with notice.

COUNCIL MEETING

CALL TO ORDER

Mayor Garcia called the meeting to order at 6:02 p.m.

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. Council Member Clark seconded the motion, which passed as follows:

AYES:	Wright, Clark
NAYS:	None
ABSENT:	Griffin
ABSTAIN:	Garcia

NEW BUSINESS

1. Discussion and action on canvass of the votes for the May 7, 2016 General Election to include approval of a Resolution canvassing the votes and declaring the results [CAPTION]

The resolution as approved carries the following caption:

CITY OF WATAUGA, TEXAS
RESOLUTION NO. 16-05-23-01

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS TO DECLARE THE RESULTS OF THE GENERAL ELECTION HELD MAY 7, 2016 TO ELECT CITY PLACES 1, 2, 6 AND 7 ON THE CITY COUNCIL; IN ACCORDANCE WITH ARTICLE IV OF THE CITY OF WATAUGA HOME RULE CHARTER, THE TEXAS CONSTITUTION, AND THE STATE ELECTION LAWS

2. Discussion and action on canvass of the votes for the May 7, 2016 Special Election to include approval of a Resolution canvassing the votes and declaring the results [CAPTION]

The resolution as approved carries the following caption:

CITY OF WATAUGA, TEXAS
RESOLUTION NO. 16-05-23-02

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS CANVASSING RETURNS AND DECLARING THE RESULTS OF A SPECIAL ELECTION HELD IN THE CITY OF WATAUGA ON MAY 7, 2016 FOR THE SUBMISSION OF A PROPOSITION REAUTHORIZING A LOCAL SALES AND USE TAX IN THE CITY OF WATAUGA AT THE RATE OF ONE-FOURTH OF ONE PERCENT TO PROVIDE REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS

3. Presentation of Certificates of Election to the newly elected Council Members for Places 1, 2, 6 and 7

Mayor Garcia presented the Certificates of Election to the newly elected Council Members for Places 1, 2, 6 and 7.

4. Oath of Office and Statement of Officer administered to the newly elected Council Members for Places 1, 2, 6, and 7

Zolaina R. Parker, City Secretary, administered the Statement of Officer and Oath of Office to the newly elected Council Members for Places 1, 2, 6, and 7.

Minutes
City Council Special Meeting
May 23, 2016
Page 3 of 3

ADJOURNMENT

With there being no further business, Mayor Garcia adjourned the meeting at 6:12 p.m.

APPROVED: this 20th day of June, 2016.

SIGNED: this 20th day of June, 2016.

APPROVED:

Hector F. Garcia, Mayor

ATTEST:

Zolaina R. Parker, City Secretary

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

MINUTES DRAFT

**MINUTES
WATAUGA CITY COUNCIL
REGULAR MEETING
MONDAY, MAY 23, 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
Brandon Krausse	Council Member
Hal Gerhardt	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
Paul Hackelman	Public Works Director
Glen Fowler	Police Chief
Marcia Reyna	Human Resources/Civil Service Director
Bradley Fraley	Chief Information Officer/PIO
Jacquelyn Reyff	Planning and Development Manager

with

Council Member Lee 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

Council Member Gerhardt made a motion to approve the agenda as presented. Council Member Wright 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.

CONSENT AGENDA

Council Member Wright 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: Griffin
ABSTAIN: Garcia

1. Approval of Monthly Financial Report – expenses and revenues for all funds from April 1, 2016, through April 30, 2016
2. Approval of City Council Regular Meeting Minutes of April 25, 2016
3. Approval of a permit for a Massage Establishment for Magic Massage for Calendar Year 2016 as required by Chapter 22, Article VI, Division 2, Section 22-253 of the City of Watauga Code of Ordinances
4. Approval of a proposed ordinance regarding the negotiated settlement with Atmos Energy Corp., Mid-Tex Division [CAPTION]

The ordinance as approved carries the following caption:

CITY OF WATAUGA, TEXAS
 ORDINANCE NO. 1621

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2016 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED

SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL

5. Approval of a proposed resolution eliminating Section 13.10 and replacing with policy 3.04, eliminating Section 18.6 and replacing with policy 6.07, eliminating Section 14.1 and 20.2 and replacing with policy 8.01, and eliminating Section 13.11 replacing with policy 12.03, 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. 16-05-23-03

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS ELIMINATING SECTION 13.10 OF THE CITY OF WATAUGA PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL EFFECTIVE FEBRUARY 24, 2014 (HEREINAFTER THE "2014 MANUAL") AND REPLACING THAT SECTION WITH POLICY SECTION 3.04 OF THE MANUAL WHICH BEGAN APRIL 27, 2015 (HEREINAFTER "2015 MANUAL"); ELIMINATING SECTIONS 14.1 AND 20.1 OF THE 2014 MANUAL AND REPLACING THOSE SECTIONS WITH POLICY SECTION 8.01 OF THE 2015 MANUAL; ELIMINATING SECTION 13.11 OF THE 2014 MANUAL AND REPLACING THAT SECTION WITH POLICY SECTION 12.03 OF THE 2015 MANUAL; 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

6. Approval of proposed resolution to amend the 2015-2016 Fiscal Year Classification Plan for Part Time/Seasonal Employees [CAPTION]

The resolution as approved carries the following caption:

CITY OF WATAUGA, TEXAS
 RESOLUTION NO. 16-05-23-04

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AMENDING THE CLASSIFICATION PLAN FOR PART-TIME AND

SEASONAL EMPLOYEES; PROVIDING FOR THE ADDITION OF THE TITLE AND POSITION OF TEMPORARY, FIN 01-111 SUMMER FINANCE INTERN IN PAY GRADE 111; 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

7. Approval of recommendation to reappoint Mrs. Sandra Gibson to the Watauga Improving Neighborhoods Committee, Place 1
8. Approval of recommendation to reappoint Mrs. Summer Nelson to the Watauga Improving Neighborhoods Committee, Place 2
9. Approval of recommendation to reappoint Mrs. Stephanie Flores to the Watauga Improving Neighborhoods Committee, Place 3
10. Approval of recommendation to reappoint Mr. Andrew Ivey Jr., to the Watauga Improving Neighborhoods Committee, Place 4
11. Approval of recommendation to reappoint Mrs. Marcia Reyna to the Watauga Improving Neighborhoods Committee, Place 5
12. Approval of recommendation to reappoint Ms. Leigh Ann Boardman to the Watauga Improving Neighborhoods Committee, Place 6
13. Approval of recommendation to reappoint Mr. Rick DeVoss to the Watauga Improving Neighborhoods Committee, Place 7

NEW BUSINESS

1. Discussion and action on selection of a Mayor Pro Tem per the City of Watauga Home Rule Charter, Section 3.06 (d)

Mayor Garcia opened nominations and Council Member Wright nominated Council Member Gerhardt to serve as Mayor Pro Tem. Mayor Pro Tem Davis nominated Council Member Clark to serve as Mayor Pro Tem. The Council voted on the first nomination for Council Member Gerhardt to serve as Mayor Pro Tem and the vote passed as follows:

AYES: Gerhardt, Krausse, Wright, Shelbourne
NAYS: Clark, Davis
ABSENT: Griffin
ABSTAIN: Garcia

Council Member Gerhardt was selected to serve as Mayor Pro Tem from May 2016 to May 2017.

Minutes
 City Council Regular Meeting
 May 23, 2016
 Page 5 of 6

2. Discussion on Residential Revitalization Update and Rental Property Procedures

Randy Richards, Building Official, provided an update on Residential Revitalization and Rental Property Procedures.

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 7:14 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 Section 551.071(2) of the Texas Government Code to meet with the City Attorney and seek his advice on a matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with Chapter 551 of the Texas Government Code to provide an update regarding Meet and Confer preparations.

ITEM OF EXECUTIVE SESSION DELIBERATION:

To provide an update regarding Meet and Confer preparations

RECONVENE

The City Council returned to open session at 8:22 p.m., in the City Council Chamber for possible discussion and action as a result of the Executive Session as follows:

1. To provide an update regarding Meet and Confer preparations

Council Member Wright 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: Griffin
ABSTAIN: Garcia

Minutes
City Council Regular Meeting
May 23, 2016
Page 6 of 6

ADJOURNMENT

With there being no further business, Mayor Garcia adjourned the meeting at 8:23 p.m.

APPROVED: this 23rd day of May, 2016.

SIGNED: this 23rd day of May, 2016.

APPROVED:

Hector F. Garcia, Mayor

ATTEST:

Zolaina R. Parker, City Secretary

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

MINUTES DRAFT

**MINUTES
WATAUGA CITY COUNCIL
SPECIAL MEETING
MONDAY, JUNE 6, 2016
CITY HALL, COUNCIL CHAMBER, 7105 WHITLEY ROAD
6:00 P.M.**

The City Council of the City of Watauga, Texas convened in Special Session at 6:31 p.m., with the following members present:

Hector F. Garcia	Mayor
Hal Gerhardt	Mayor Pro Tem
Brandon Krausse	Council Member
James Wright	Council Member
Melva Clark	Council Member
Patrick Shelbourne	Council Member
Robert Davis	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
Robert Parker	Assistant 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 Lee Griffin, absent with notice.

COUNCIL MEETING

CALL TO ORDER

Mayor Garcia called the meeting to order at 6:31 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

Minutes
City Council Special Meeting
June 6, 2016
Page 2 of 2

1. Discussion and action on approval of meeting agenda

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

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

PRESENTATION

1. Presentation of City of Watauga 2016 Classification & Compensation Study

Matt Weatherly, Public Sector Personnel Consultants presented the City of Watauga 2016 Classification & Compensation Study.

NEW BUSINESS

1. Discussion on the City of Watauga 2016 Classification & Compensation Study

Discussion of this item was held during the Presentation portion of the agenda.

ADJOURNMENT

With there being no further business, Mayor Garcia adjourned the meeting at 7:23 p.m.

APPROVED: this 20th day of June, 2016.

SIGNED: this 20th day of June, 2016.

APPROVED:

Hector F. Garcia, Mayor

ATTEST:

Zolaina R. Parker, City Secretary

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



AGENDA MEMORANDUM

DATE: June 7, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Sandra Gibson, Director of Finance *S. Gibson*

THROUGH: Greg Vick, City Manager *G. Vick*

SUBJECT: Acceptance of the FY2016-17 Watauga Crime Control and Prevention District (WCCPD) Budget as Adopted by the WCCPD Board of Directors

BACKGROUND/INFORMATION:

As stated in the Local Government Code, Section 363.206(e), the WCCPD must submit their adopted budget to the governing body of the political subdivision (Watauga City Council) for acceptance no later than the 10th day after the date it was adopted by the WCCPD Board of Directors. The WCCPD Board held their public hearing and adopted the FY2016-17 Budget on June 20, 2016.

FINANCIAL IMPLICATIONS:

Non-acceptance would result in delaying the budget process for FY2016-17.

RECOMMENDATION/ACTION DESIRED:

Acceptance of the WCCPD Budget as approved by the Board of Directors.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

Watauga Crime Control and Prevention District Budget for FY2016-17.



City of Watauga
Crime Control District
Proposed Budget
FY2016-2017

SPECIAL REVENUE FUNDS

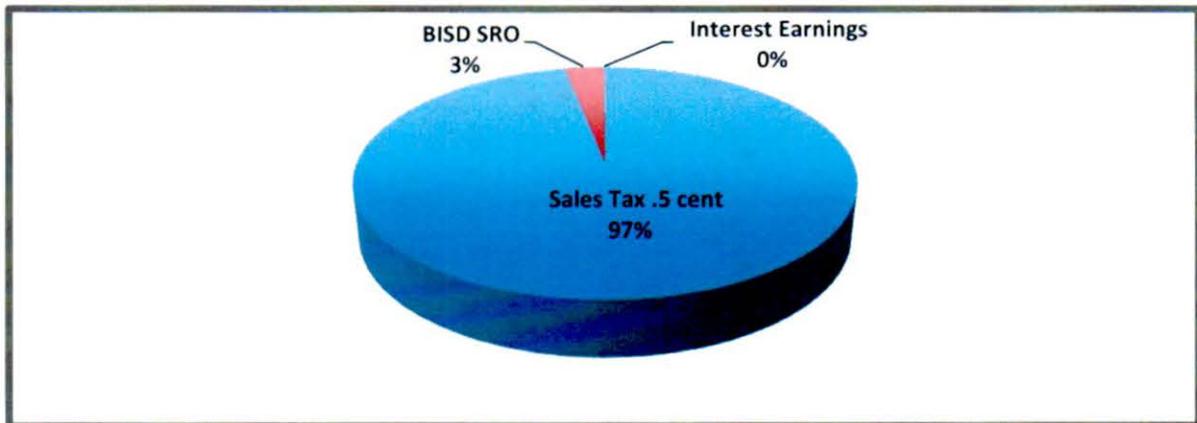
CRIME CONTROL DISTRICT – FUND 18

The Crime Control and Prevention District was established to account for a one-half cent sales tax increase approved by voters on March 23, 1996, for an initial five years. On May 5, 2001, voters extended the sales tax collection for ten more years. The purpose of the increase in sales tax is to enhance law enforcement in Watauga. The additional funding is used to add officers and purchase additional equipment and supplies for law enforcement purposes. A ten-year extension of the sales tax was passed during the November 2010 election. Legal restrictions regarding the taxability for some items within the District were lifted effective April, 2011.

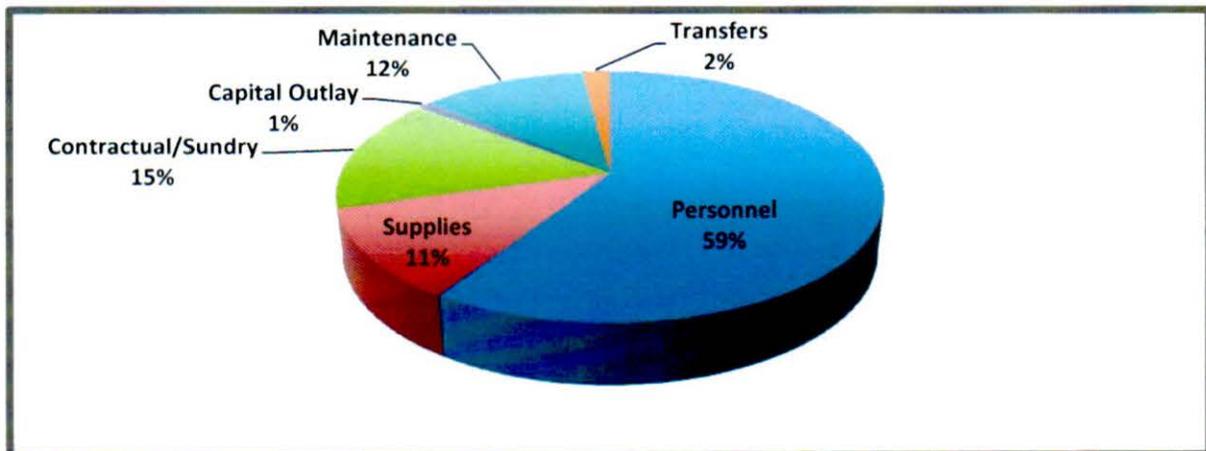
This is a Special Revenue Fund and is used to account for specific revenues that are legally restricted to expenditures for particular purposes. The fund is accounted for on the modified accrual basis of accounting. Revenues are recorded when available and measurable, and expenditures are recorded when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

Sales tax revenue for FY2016-17 is expected to be \$1,490,000. Revenues are projected to be flat with the FY2015-16 estimate and 4% lower than the FY2015-16 Budget.

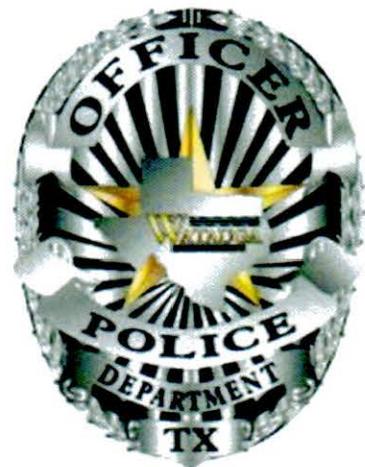
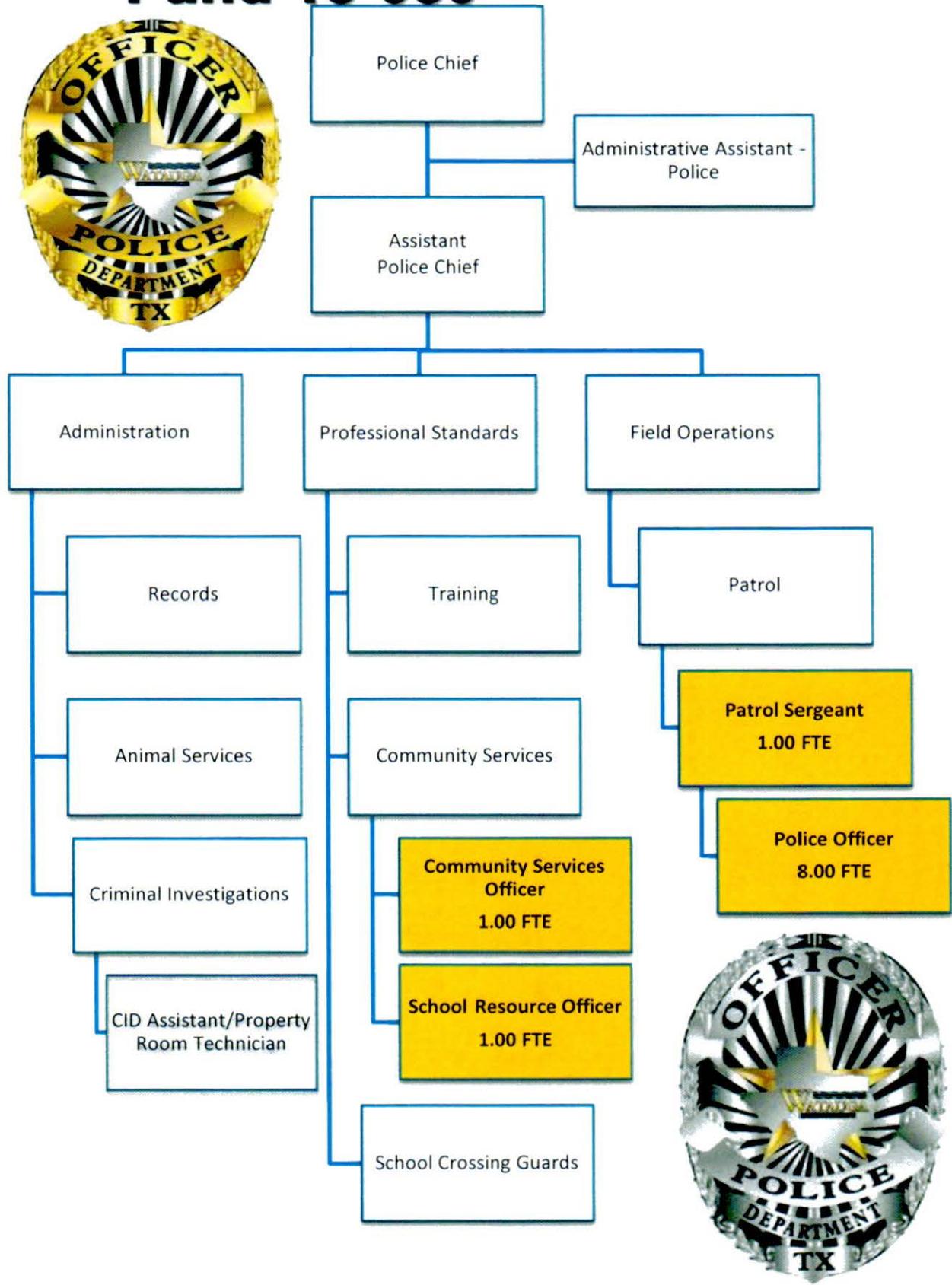
Where Does the Money Come From?



Where Does the Money Go?



Crime Control District Fund 18-080



SPECIAL REVENUE FUNDS

CRIME CONTROL DISTRICT BUDGET SUMMARY - FUND 18

	HISTORY		PROJECTED YEAR		BUDGET	%CHANGE
	2013-14 Actual	2014-15 Actual	2015-16 Budget	2015-16 Estimate	2016-17 Budget	FY2016-17 VS2015-16
Fund Balance, October 1	\$1,057,584	\$1,122,884	\$1,183,652	\$1,245,941	\$1,056,227	
Revenues:						
Sales Taxes	1,482,852	1,552,381	1,544,525	1,490,286	1,490,000	-4.0%
BISD SRO	1,041	47,143	38,000	47,000	47,000	23.7%
Interest Earnings/Other	419	3,970	500	1,500	500	0.0%
Operating Revenues	\$ 1,484,312	\$ 1,603,494	\$ 1,583,025	\$ 1,538,786	\$ 1,537,500	-3.4%
Total Available Resources	\$ 2,541,896	\$ 2,726,378	\$ 2,766,677	\$ 2,784,727	\$ 2,593,727	-1.9%
Expenditures:						
Operating Expenditures	1,261,337	1,361,490	1,576,200	1,575,500	1,492,700	-5.3%
Capital Outlay	29,675	15,448	38,000	38,000	17,000	-55.3%
Total Expenditures	1,291,012	1,376,937	1,614,200	1,613,500	1,509,700	-6.5%
Operating Transfers-Out						
To General Fund	28,000	28,500	30,000	30,000	30,000	0.0%
To Capital Projects	0.00	0.00	0.00	0.00	0.00	0.0%
To Internal Service Fund	100,000	75,000	85,000	85,000	0	-100.0%
Total Operating Transfers-Out	128,000	103,500	115,000	115,000	30,000	-73.9%
TOTAL OPERATING & TRANSFERS	\$ 1,419,012	\$ 1,480,437	\$ 1,729,200	\$ 1,728,500	\$ 1,539,700	-11.0%
Fund Balance, September 30	\$1,122,884	\$1,245,941	\$1,037,477	\$1,056,227	\$1,054,027	
CHANGE IN FUND BALANCE	\$65,300	\$123,057	(\$146,175)	(\$189,714)	(\$2,200)	

OP EXP	\$ 1,492,700
OP TRNFR	\$ 30,000
LESS ONE-TIME CRIMES	\$ -
OPERATING EXP	\$ 1,522,700
OPERATING REV	\$ 1,537,500
diff	\$ 14,800.00

SPECIAL REVENUE FUNDS

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

LOCATION:
 7101 Whitley Road
 Watauga, Texas 76148

HOURS OF OPERATION:
 24 hours a day

MISSION / PROGRAMS / SERVICES:

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

FY2015-2016 HIGHLIGHTS / ACCOMPLISHMENTS:

- Completed Texas Police Chief's Association Recognition program
- Successfully completed a Citizens Police Academy
- Accrued close to 2,000 volunteer hours (VIPS)
- Utilized specially trained officers in crime enforcement and prevention such as a Bike Patrol
- Began the transition to a new CAD/RMS with Shared Services

FY2016-2017 GOALS/ OBJECTIVES:

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

MAJOR BUDGETARY ISSUES AND OPERATIONAL TRENDS:

- Staffing levels continue to be an issue due to fewer officers and acceptable candidate applications
- Maintaining personnel salaries within market
- Aging fleet replacements in a continuing effort to create a safe environment for the public and staff
- Building maintenance and improvements that need to be addressed
- The need to create an exercise room to promote health and fitness among staff

SPECIAL REVENUE FUNDS

DEPARTMENT: POLICE DIVISION / ACTIVITY: WATAUGA CRIME CONTROL AND PREVENTION DISTRICT - FUND 18						
EXPENDITURES	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 BUDGET	2015-2016 ESTIMATED	2016-2017 BUDGET
Personnel	\$635,653	\$762,573	\$874,584	\$946,500	\$949,800	\$909,500
Supplies	\$181,491	\$202,178	\$168,614	\$196,000	\$196,000	\$178,500
Maintenance	\$125,255	\$127,430	\$151,824	\$192,500	\$188,500	\$178,500
Contractual/Sundry	\$129,562	\$169,156	\$166,466	\$241,200	\$241,200	\$226,200
Capital Outlay	\$240,601	\$29,675	\$15,450	\$38,000	\$38,000	\$17,000
Transfers	\$28,000	\$128,000	\$103,500	\$115,000	\$115,000	\$30,000
TOTAL	\$1,340,562	\$1,419,012	\$1,480,438	\$1,729,200	\$1,728,500	\$1,539,700
PERSONNEL						
Officer	4.00	4.00	4.00	9.00	8.00	8.00
Sergeant	1.00	1.00	1.00	1.00	1.00	1.00
Traffic Enforcement	3.00	3.00	3.00	0.00	0.00	0.00
Community Resources Officer	0.00	0.00	0.00	0.00	1.00	1.00
School Resource Officer (SRO)	1.00	1.00	1.00	1.00	1.00	1.00
CID Secretary/Property Tech	0.00	0.00	0.00	1.00	1.00	0.00
TOTAL	9.00	9.00	9.00	12.00	12.00	11.00
PERFORMANCE MEASURES / SERVICE LEVELS						
<i>Input / Demand</i>			Actual 14-15	Budget 15-16	Estimated 15-16	Budget 16-17
Number of Sworn Police Officers			9	11	11	11
<i>Efficiency Measures / Impact</i>			Actual 14-15	Budget 15-16	Estimated 15-16	Budget 16-17
M&O Budget per Capita			\$60.43	\$73.40	\$73.37	\$63.25
M&O Percentage of City Budget			3.58%	4.23%	4.23%	
Number of Sworn Officers Per 1000 Population from WCCPD			0.37	0.47	0.47	0.45
<i>Effectiveness Measures / Outcomes</i>						
	Goals	Actual 14-15	Budget 15-16	Estimated 15-16	Budget 16-17	
SRO Presentations	2, 3, 7	0	18	1	15	
SRO Student Contacts	2, 3, 7	0	150	246	450	
Area School Events/Contacts	2, 3, 7	25	10	1	5	
Explorer Post Meetings	2, 3, 7	30	30	48	48	
Explorer Post Meetings Training Hours	2, 3, 7	400	600	720	720	
Crime Prevention Training - Community Svc.	2, 3, 7	24	8	45	50	
Business Contacts - Community Svc.	2, 3, 7	85	90	210	250	
Neighborhood Watch Mtgs - Community Svc.	2, 3, 7	4	6	21	15	
Inoperable Vehicle Warnings Issued	1, 2, 3, 7	53	50	192	200	
Inoperable Vehicles Towed	1, 2, 3, 7	11	10	18	25	
VIPS Hours	2, 3, 7	900	1,200	1,600	1,800	
Town Hall Meetings	2, 3, 7	2	2	0	1	

SPECIAL REVENUE FUNDS

SIGNIFICANT BUDGET CHANGES

Fiscal Year 2016-17 Compared to Fiscal Year 2015-16

DEPARTMENT: POLICE				
DIVISION / ACTIVITY: CRIME CONTROL DISTRICT - FUND 18-080				
DESCRIPTION	CATEGORY	ONE-TIME	ON-GOING	CHANGE EXPLANATION
Certification Pay	Personnel Services		\$1,000	Estimated increase
Overtime	Personnel Services		(\$5,000)	Historical usage adjustment
Personnel	Personnel Services		\$2,000	Longevity increase
Personnel	Personnel Services		(\$46,000)	Position reallocated to General Fund 01-080
Personnel	Personnel Services		\$2,000	Adjustment medicare/TMRS
Personnel	Personnel Services		\$5,000	Step increases & adjustments
Personnel	Personnel Services		\$1,000	Step up increase
Insurance	Personnel Services		\$3,000	Estimated increase
Office Supplies	Supplies		\$1,000	Estimated Needs & Costs Increase
Vehicle Parts & Supplies	Supplies		\$1,500	Increased Need Projection
Vehicle Fuels & Lubricants	Supplies		(\$5,000)	Decreased Costs
Misc. Equipment/Furniture	Supplies	(\$15,000)		New/Expanded Funding FY2015-16
Vehicle Maintenance	Maintenance		\$5,000	New/Expanded Partial Funding FY2016-17
Radio Maintenance	Maintenance		\$5,000	Ft. Worth Radio Communication Agreement Increase
Minor Tools/Apparatus	Maintenance		\$1,000	Budgetary Needs
Software Maintenance	Maintenance		(\$25,000)	Crimes Software (eliminated due to transition to CAD/RMS)
Sundry	Contractual/Sundry		(\$9,000)	Teen Court Reallocated to Juvenile Case Manager Fund
Special Services	Contractual/Sundry		(\$3,000)	Historical Usage Adjustment
Dues & Subscriptions	Contractual/Sundry		\$1,000	Increased Costs
Training	Contractual/Sundry		(\$3,000)	Historical Usage Adjustment
Administrative Training	Contractual/Sundry		(\$2,000)	Historical Usage Adjustment
Workers Compensation	Contractual/Sundry		\$1,000	Estimated Increase
Other Equipment	Capital Outlay	(\$21,000)		New/Expanded Funding FY2015-16
Equipment Replacement	Capital Outlay	(\$85,000)		Equipment Replacement Funding FY2015-16
TOTALS:		(\$121,000)	(\$68,500)	

(\$189,500) NET INCREASE/DECREASE

SPECIAL REVENUE FUNDS
FY2016-17
NEW AND EXPANDED PROGRAM REQUESTS

POLICE - CRIME CONTROL DISTRICT
FUND 18-080

Rank	Item	One-Time FY2016-17	Supplemental and/or Amort.	Total Requested	Account
1	Vehicle Replacement	\$ 200,000	\$ 30,000	\$ 230,000	U Motor Vehicles (ERF) /amort
2	Vehicle Maintenance Line Item Increase		\$ 10,000	\$ 10,000	P Vehicle Maintenance
3	Body Camera Media Storage		\$ 37,000	\$ 37,000	T Software Maintenance
4	In-Car Cameras	\$ 95,000	\$ 49,000	\$ 144,000	U Other Equipment (ERF) /Software/ amort
5	Investigation Expense Line Item Increase		\$ 10,000	\$ 10,000	U Investigation Expense
6	In-Car Computer Replacement	\$ 105,000	\$ 21,000	\$ 126,000	U Computer Hardware (ERF) /amort
7	Vigilant Database Subscription		\$ 5,000	\$ 5,000	U Investigation Expense
8	Misc. Equipment Line Item Increase		\$ 5,000	\$ 5,000	U Misc. Equipment
9	VIPS Vehicle Replacement	\$ 25,000	\$ 3,750	\$ 28,750	U Motor Vehicles (ERF) /amort
10	Furniture Replacement	\$ 4,000		\$ 4,000	U Furniture & Fixtures
11	Building Improvements/Maintenance	\$ 50,000		\$ 50,000	U Building Improvements
12	Police Corporal Positions		\$ 77,000	\$ 77,000	U Personnel Services
TOTAL		\$ 479,000	\$ 247,750	\$ 726,750	

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

NEW/EXPANDED OR REDUCTION BUDGET WORKSHEET

FISCAL YEAR: 2016-2017

DEPARTMENT: Police - Crime Control District
 PROGRAM TITLE: Vehicle Replacement
 REQUEST TYPE: One-Time RANKING: 1
 FUND/DEPT: 22-080 GOAL #: 1 2
 FULL FY2016-2017 COST: \$200,000 Equipment Replacement Fund
 ANY ON-GOING FUTURE COSTS: \$30,000 amort. 8 year life
 FULL FY2016-2017 SAVINGS OFFSET:
 LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST: #129, #133, #135
 RECOMMENDATION FOR DISPOSITION: Other

PROGRAM DESCRIPTION

This new/expanded request is for the vehicle replacement of three aging units.

SAVINGS/BENEFITS

The benefit of funding this request will be replacements in an aging fleet. These units require constant maintenance due to their age and depletes the vehicle maintenance budget in the effort to maintain their functionality.

CONSEQUENCES OF NOT FUNDING PROGRAM

Not funding this request will result in continued higher maintenance costs in the effort to maintain an aging front line fleet to a standard of operation and safety.

EXPENSE IMPACT

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 EXPENSE	ON-GOING EXPENSE
22-080-85130	Motor Vehicles	\$200,000	
8 year amort.			\$30,000
	TOTALS:	\$200,000	\$30,000

SAVINGS IMPACT/OFFSET

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 SAVINGS	ON-GOING SAVINGS
	TOTALS:	\$0	\$0

92	2003	FORD/TAURUS	CID	5-7 Years or 100,000 miles		N/A		
142	2005	Humvee	N/A			N/A		
	2013	LMTV	N/A			N/A	115347(command Post)	
TL-2	2000	CS58SA	Com Serv					
67	2016	HARLEY	Road King/199	2 years		2018	Two year lease	
68	2016	HARLEY	Road King/248	2 years		2018	Two year lease	
69	2016	HARLEY	Road King/262	2 years		2018	Two year lease	
120	2004	Ford Expedition	VIPS	5-7 Years or 100,000 miles	113119	0-1 yr		
121	2005	Ford Crown Vic	CID	7-10 Years or 100,000 miles	69401			
126	2006	Ford Crown Vic	Warrants	7-10 Years or 75,000 Miles		???		
138	2011	Chevy Tahoe	Patrol SGT	3-5 Years or 75,000 Miles	59085	2017		
139	2011	Chevy Tahoe	Patrol SGT	3-5 Years or 75,000 Miles	81735	2017		
140	2011	Chevy Tahoe	Ops Lt.	7-10 Years or 100,000 Miles	74203	2020		
144	2012	Chevy Tahoe	CHIEF	7-10 Years or 100,000 Miles	69048	2018		
145	2012	Chevy Tahoe	Patrol	3-5 Years or 100,000 Miles	74195	2017		
146	2012	Chevy Tahoe	Patrol	3-5 Years or 100,000 Miles	77650	2017		
147	2012	Chevy Tahoe	Patrol	3-5 Years or 100,000 Miles	69040	2018		
148	2012	Chevy Tahoe	K-9	5-7 Years or 100,000 miles	81590	2019		
149	2012	Chevy Tahoe	Patrol	3-5 Years or 100,000 miles	62760	2018		
150	2013	Chevy Tahoe	Ass. Chief	7-10 Years or 100,000 miles	30122	2020		
151	2013	Chevy Tahoe	Training	7-10 Yrs or 100,000 miles	35508	2021		
152	2013	Chevy Tahoe	Patrol	3-5 Years or 100,000 Miles	52143	2018		
153	2013	Chevy Tahoe	Patrol	3-5 Years or 100,000 Miles	53271	2018		
154	2013	Chevy Tahoe	Patrol/CSSU	3-5 Years or 100,000 Miles	42699	2019		
155	2013	Chevy Tahoe	Patrol	3-5 Years or 100,000 Miles	28073	2019		
157	2014	Chevy Tahoe	Patrol	3-5 Years or 100,000 Miles	27143	2019		
158	2014	Chevy Tahoe	Admin Lt.	7-10 Years or 100,000 Miles	38648	2021		
159	2014	Chevy Tahoe	CID	7-10 Years or 100,000 Miles	24434	2023		
161	2015	Chevy Suburban	Comm. Serv	7-10 Years	1872	2023		
163	2016	Ford Escape	CID	7-10 Years	594	2023		
164	2016	Ford Escape	CID	7-10 years		2023		
141	2005	Humvee	N/A			N/A	Returned to Military	2016
125	2005	Ford Crown Vic		7-10 Years or 100,000 miles		2016	Transferred to Finance	May-16
129	2007	Dodge Charger		7-10 Years or 75,000 Miles		0-1yr	Out of Service	2016 REPL
132	2007	Dodge Charger		3-5 Years or 75,000 Miles			Out of service (Auctioned)	2016
133	2008	Dodge Charger		3-5 Years or 75,000 Miles		0-1 yr	Out of service (Auctioned)	2016 REPL
135	2009	Dodge Charger		3-5 Years or 75,000 Miles		0-1 yr	Out of service	2016 REPL

Inventory Date: _____

Inspector: _____

RELIABLE CHEVROLET

HOME OF THE ENFORCER POLICE PACKAGE

BUDGET

**FOR 2017
AFTER 10/1/16**



Date: May 2, 2016
 Valid Until: 30 DAYS AFTER QUOTE DATE
 Quote #: FOR ROBERT PARKER
 Customer ID: CITY OF WATAUGA

Customer:
 CITY OF WATAUGA
 ROBERT PARKER

Quote/Project Notes
 THIS QUOTE USES TARRANT CO 2016-006
REMINDER: TARRANT COUNTY CONTRACTS DO NOT INCLUDE ONSTAR (WHICH CANCELS BLUETOOTH COMPATABILITY) AND DOES NOT INCLUDE SCHEDULED DEALER SERVICE MAINTENANCE FOR 2YR/24K

SOLID COLOR EXTERIOR (STANDARD PAINT)

Description	Line Total
2016 TAHOE 9C1 PURSUIT 2WHDR, ITEM 5, BASE BID -----	32764.00
7X6 - LH SPOTLAMP-----	331.00
VENDOR INSTALL PROGARD CENTER MOUNT PUSH BAR-----	110.00
TOTAL OF BID FOR ITEM 5	33,205.00
LESS CREDIT FOR PROGARD PUSHBAR (????????????????????????????????????)	110.00
PLUS THE FOLLOWING OPTIONS STOCK ORDERED SPECS:	
AZ3 - CLOTH FRONT SEATS, 9U3 - 20% CENTER DELETE, 5T5 - VINYL REAR SEAT, VK3 - FRT LIC PLATE	-
V76 - FRONT RECOVERY HOOKS (FOR EASE OF INSTALLING PUSH BAR)	50.00
AMF - 6 ADDITIONAL KEYLESS REMOTES	75.00
5HP - 6 ADDITIONAL KEYS	40.00
1LR - CITY BRAKE PACKAGE	-
6E2 - COMMON FLEET KEYED ALIKE	25.00
9G8 - DAYTIME RUNNING LAMPS DELETE	10.00
UTQ - THEFT CONTENT ALARM DISABLED	10.00
ONSTAR (FOR BLUETOOTH COMPATIBILITY)	85.00
ADDING 3% OF 33390 TO COVER 2017 ANTICIPATED PRICE INCREASE	1,001.70
NOTE: GO INDUSTRIES CENTER MOUNT PUSH BUMPER INCORPORATES TOW HOOKS DELIVERY (OPTIONAL) FROM RELIABLE TO WATAUGA - INCLUDED FOR TARRANT CO ENTITIES	-

Special Notes and Instructions
 Once signed, please Fax, mail or e-mail it to the provided address.
THIS QUOTE DOES NOT INCLUDE DEALER SCHEDULED MAINTENANCE
 COPY OF INTERLOCAL WITH TARRANT CO REQUIRED FOR AUDIT PURPOSES
 PURCHASE ORDER IS REQUIRED TO SUBMIT WITH ORDER NUMBERS TO GM

Subtotal	\$	34,391.70
Discount		-
Sales Tax Rate	%	0.00
Sales Tax		-
Total	\$	34,391.70

TOTAL FOR (3) UNITS \$ 103,175.10

Above information is not an invoice and only an estimate of services/goods described above.
 Payment will be collected in prior to provision of services/goods described in this quote.

Please confirm your acceptance of this quote by signing this document

Signature: _____ Print Name: _____ Date: _____

Thank you for your business!

Should you have any enquiries concerning this quote, please contact Doug Adams on 972-952-1561

800 NORTH CENTRAL EXPRESSWAY, RICHARDSON, DALLAS, TEXAS, 75080
 Tel: 972-952-1561 Fax: 972-952-8172 E-mail: dadams@reliablechevrolet.com Web: www.reliablechevrolet.com

Robert Parker

From: ntx@ntxsigns.com
Sent: Wednesday, May 4, 2016 12:02 PM
To: Robert Parker
Subject: Price per for Tahoe

Dear Robert,

The cost of the front and side graphics for a Tahoe is \$625.00 ea with an additional \$150.00 ea for the reflective stripes on the back. This is the same cost as 2013.

Look forward to working with you.

Thanks,

Deborah/David
North Texas Signs & Routing, Inc.
817.379.7446

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

From: Robert Parker
Sent: Tuesday, May 03, 2016 9:42 AM
To: 'ntx@ntxsigns.com'
Subject: Estimate

David,

Please send me an updated price for a total graphics package installed for our police vehicles including the conspicuity on the corners and back as well as unit numbers.

Thanks,

Robert

The mission of the Watauga Police Department is to provide the highest quality police service while safeguarding individual liberties and building positive community relationships.

[\[cid:image001.jpg@01D1A520.0FDFD980\]](#) [Description: TPVAF 2]

This email has been checked for viruses by Avast antivirus software.
<https://www.avast.com/antivirus>



Professional Safety Systems

7235 BAKER BLVD RICHLAND HILLS TEXAS 76180
817-595-3432 VOICE 817-590-0650 FAX

Quotation

Customer **Watauga PD - 2017 Budget Patrol Units**
 Attention
 Address
 Telephone
 Email

Qty	Description	Unit Price	Extension
1	Liberty II Light Bar Package. Includes Liberty II Light Bar, CenCom Sapphire, Siren Speaker and Bracket	2200 00	2200 00
1	Lazy "L" Console, Cup Holders, Arm Rest, Power Outlets	450 00	450 00
1	Sound Off, Under Mirror Mounted LED's	300 00	300 00
1	Push Bumper	275 00	275 00
1	Opticom (Mounted to the push bumper)	1180 00	1180 00
1	Fog Light Kit w/M4J and Brackets	360 00	360 00
4	Corner Vertex	80 00	320 00
1	Wig Wag, Plug N Play	65 00	65 00
1	Partition w/Recessed Panel	625 00	625 00
1	Rear Molded Seat and Cargo Barrier, Outboard Seat Belts	1050 00	1050 00
2	D2 LED's Red/Blue Mounted in 1/4 Panel Windows	150 00	300 00
1	Dual Weapon Mount with Universal Locks	350 00	350 00
1	TAD8 Mounted in the rear window	425 00	425 00
1	PKG-PSM-276 Seat Mounted Computer mount Heavy Duty	525 00	525 00
1	Universal Computer Dock	270 00	270 00
1	2 Drawer GO Vault (No Spec's Yet)	1500 00	1500 00
1	CenCom Wiring Harness	100 00	100 00
1	Labor to Install Emergency Equipment, Customer Supplied Video, Radar, Radio and Antenna	1800 00	1800 00
1	Miscellaneous Shop Supplies	100 00	100 00
1	Graphics Package Installed		
WARRANTY: Lifetime on labor Equipment carries manufacturers warranty. Quotation Good For <u>90</u> Days		Other	
		TOTAL	12,195 00

Prepared By: Ramon Goheen Date: May 2, 2016



400 Commons Way, Rockaway, NJ 07866
 T. 973-453-8562 F. 973-257-3024

QUOTE

Number 204940302
Date May 03, 2016

Sold To

Watauga Dept. of Public Safety
 Robert Parker
 7101 Whitley Road
 Watauga, TX 76148

Phone 817-514-5884
Fax 817-514-5775

Ship To

Watauga Dept. of Public Safety
 Robert Parker
 7101 Whitley Road
 Watauga, TX 76148

Phone 817-514-5884
Fax 817-514-5775

Salesperson	P.O. Number	Ship Via	Terms
Von Linavong		None	

Line	Qty	SKU	Description	Unit Price	Ext.Price	Comments
1	1	FBHKS16ZSN1K2	FlashbackHD Syst, 16GBSD, OZ Cam, VLX, Std-Mon, Blk-thru-hole-wifi/Wifi/GPS Ant, Center Console/OH	\$4,855.50	\$4,855.50	
2	1	MVD-IR-CAM4	Camera, rear seat, IR kit. No integrated microphone.	\$295.00	\$295.00	

Budgetary Quote

Signing below is in lieu of a formal Purchase Order.
 Your signature will authorize acceptance of both pricing and product:

Signed: _____ Dated: _____

L-3 Shipping Terms are FOB Rockaway, NJ. By signing below you agree to waive your shipping terms and ship this order FOB Rockaway, NJ.

Signed: _____ Dated: _____

SubTotal	5,150.50
Tax	TBD
S&H	50.00
Total	5,200.50

Quotation is valid for 60 days from date issued. The technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commerce. State/Local Fees and Taxes are not included.

NEW/EXPANDED OR REDUCTION BUDGET WORKSHEET

FISCAL YEAR: 2016-2017

DEPARTMENT: Police - Crime Control District
PROGRAM TITLE: Vehicle Maintenance Line Item Increase
REQUEST TYPE: On-Going **RANKING:** 2
FUND/DEPT: 18-080 **GOAL #:** 1 2 7
FULL FY2016-2017 COST: \$10,000
ANY ON-GOING FUTURE COSTS: \$10,000
FULL FY2016-2017 SAVINGS OFFSET:
LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:
RECOMMENDATION FOR DISPOSITION:

PROGRAM DESCRIPTION

This new/expanded request is for the increase of the current vehicle maintenance line item from \$ 21,500 to \$31,500.

SAVINGS/BENEFITS

Increasing the vehicle maintenance line item is needed in order to maintain the longevity of current and future fleet. Since transitioning to the Tahoe the Police Department is making every effort to maintain the vehicles at a level required for longevity. With the increasing length of use and costs of maintaining the vehicles to a high standard of efficiency an increase in the line item is needed.

CONSEQUENCES OF NOT FUNDING PROGRAM

Not funding the line item increase for vehicle maintenance will limit the ability to efficiently maintain the department vehicles for longevity.

EXPENSE IMPACT

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 EXPENSE	ON-GOING EXPENSE
18-080-63040	Vehicle Maintenance	\$10,000	\$10,000
TOTALS:		\$10,000	\$10,000

SAVINGS IMPACT/OFFSET

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 SAVINGS	ON-GOING SAVINGS
TOTALS:		\$0	\$0

NEW/EXPANDED OR REDUCTION BUDGET WORKSHEET

FISCAL YEAR: 2016-2017

DEPARTMENT: Police - Crime Control District
PROGRAM TITLE: Body Camera Media Storage
REQUEST TYPE: On-Going **RANKING:** 3
FUND/DEPT: 18-080 **GOAL #:** 2 6
FULL FY2016-2017 COST: \$37,000
ANY ON-GOING FUTURE COSTS: \$37,000
FULL FY2016-2017 SAVINGS OFFSET:
LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:
RECOMMENDATION FOR DISPOSITION: Salvage/Auction

PROGRAM DESCRIPTION

Program request to provide funding for the body cameras required media storage. This is an annual cost for the unlimited amount of video storage from the use of the body cameras.

SAVINGS/BENEFITS

The use of body cameras has proven to assist in building trust of the police within the community. It will allow for the recording of each encounter. Each officer will be issued a camera to aid in the prosecution of criminal activity. The recordings will allow for the accurate occurrence in each encounter that will protect both the officer and City from false allegations.

CONSEQUENCES OF NOT FUNDING PROGRAM

Without recordings that are obtained from body cameras there is a lack of allegation protection and prosecution evidence.

EXPENSE IMPACT

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 EXPENSE	ON-GOING EXPENSE
18-080-63510	Software Maintenance	\$37,000	\$37,000
	TOTALS:	\$37,000	\$37,000

SAVINGS IMPACT/OFFSET

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 SAVINGS	ON-GOING SAVINGS
	TOTALS:	\$0	\$0

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: (480) 658-0673



Glen Fowler
 (972) 345-0750
 gfowler@wataugatx.org

Quotation

Quote: Q-41312-7
Date: 4/26/2016 1:08 PM
Quote Expiration: 5/31/2016
Contract Start Date*: 6/1/2016
Contract Term: 5 years

AX Account Number:
 108329

Bill To:
 WATAUGA POLICE DEPT. - TX
 7101 WHITLEY ROAD
 WATAUGA, TX 76148
 US

Ship To:
 Glen Fowler
 WATAUGA POLICE DEPT. - TX
 7101 WHITLEY ROAD
 WATAUGA, TX 76148
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Kyle Panasewicz	(480) 905-2071	kylep@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1 Evidence.com + Hardware BuyBoard 500-15

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
37	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 14,763.00	USD 0.00	USD 14,763.00
37	74018	Z-BRACKET MOUNT, MENS, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
37	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
37	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
37	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 210.00	USD 210.00	USD 0.00
6	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 8,970.00	USD 6,727.50	USD 2,242.50
6	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,296.00	USD 0.00	USD 1,296.00
37	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 948.00	USD 35,076.00	USD 7,400.00	USD 27,676.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1,480	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	85144	AXON STARTER	USD 2,500.00	USD 2,500.00	USD 1,500.00	USD 1,000.00
1	85146	AXON 1-DAY SERVICE	USD 2,000.00	USD 2,000.00	USD 1,000.00	USD 1,000.00
14	70112	AXON SIGNAL UNIT	USD 279.00	USD 3,906.00	USD 3,906.00	USD 0.00
1	50139	AXON CONVERT	USD 1,500.00	USD 1,500.00	USD 100.00	USD 1,400.00
37	70116	PPM, SIGNAL	USD 89.99	USD 3,329.63	USD 3,329.63	USD 0.00
Year 1 Evidence.com + Hardware Total Before Discounts:						USD 73,550.63
Year 1 Evidence.com + Hardware Discount:						USD 24,173.13
Year 1 Evidence.com + Hardware Net Amount Due:						USD 49,377.50

Spares

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
3	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	74018	Z-BRACKET MOUNT, MENS, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Spares Total Before Discounts:						USD 0.00
Spares Net Amount Due:						USD 0.00

Year 2 Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
6	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,296.00	USD 0.00	USD 1,296.00
37	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 35,076.00	USD 0.00	USD 35,076.00
1,480	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	50140	AXON CONVERT SUPPORT AND MAINTENANCE	USD 350.00	USD 350.00	USD 50.00	USD 300.00
Year 2 Evidence.com Total Before Discounts:						USD 36,722.00
Year 2 Evidence.com Discount:						USD 50.00
Year 2 Evidence.com Net Amount Due:						USD 36,672.00

Year 3 Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
6	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,296.00	USD 0.00	USD 1,296.00
37	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 948.00	USD 35,076.00	USD 0.00	USD 35,076.00
1,480	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	50140	AXON CONVERT SUPPORT AND MAINTENANCE	USD 350.00	USD 350.00	USD 50.00	USD 300.00
Year 3 Evidence.com Total Before Discounts:						USD 36,722.00
Year 3 Evidence.com Discount:						USD 50.00
Year 3 Evidence.com Net Amount Due:						USD 36,672.00

Year 4 Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
6	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,296.00	USD 0.00	USD 1,296.00
37	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	USD 948.00	USD 35,076.00	USD 0.00	USD 35,076.00
1,480	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	50140	AXON CONVERT SUPPORT AND MAINTENANCE	USD 350.00	USD 350.00	USD 50.00	USD 300.00
Year 4 Evidence.com Total Before Discounts:						USD 36,722.00
Year 4 Evidence.com Discount:						USD 50.00
Year 4 Evidence.com Net Amount Due:						USD 36,672.00

Year 5 Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
6	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,296.00	USD 0.00	USD 1,296.00
37	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	USD 948.00	USD 35,076.00	USD 0.00	USD 35,076.00
1,480	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	50140	AXON CONVERT SUPPORT AND MAINTENANCE	USD 350.00	USD 350.00	USD 50.00	USD 300.00
Year 5 Evidence.com Total Before Discounts:						USD 36,722.00
Year 5 Evidence.com Discount:						USD 50.00
Year 5 Evidence.com Net Amount Due:						USD 36,672.00

Subtotal	USD 196,065.50
Estimated Shipping & Handling Cost	USD 87.75
Grand Total	USD 196,153.25

Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between 8-10 weeks after purchase date. Axon Fleet is available for delivery between August 1, 2016 and August 14, 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

Signal Performance Power Magazine (SPPM) Pre-order

Thank you for your interest in the Signal Performance Power Magazine (SPPM). This pre-order is a commitment to purchase the SPPM. The SPPM is available for delivery starting in June 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

Buyboard 500-15

This quote includes a \$200 discount per device for full deployment with Unlimited Evidence.com coverage under the Standard Issue Grant program.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (if needed): _____

Quote: Q-41312-7

Please sign and email to Kyle Panasewicz at kylep@taser.com or fax to (480) 658-0673

THANK YOU FOR YOUR BUSINESS!

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Deby Woodard

From: Sandra Gibson
Sent: Wednesday, April 27, 2016 9:27 AM
To: Deby Woodard
Subject: FW: Body Cameras
Attachments: WATAUGA POLICE DEPT. - TX - AXON Body 2 (37) - Evidence.com 5 Year Unlimited (3) (2).pdf

FYI

From: Glen Fowler
Sent: Tuesday, April 26, 2016 4:49 PM
To: Greg Vick
Cc: Robert Parker; Bradley Fraley; Sandra Gibson
Subject: Body Cameras

Mr. Vick,

We are ready to move forward at this time with the acquisition of body cameras. We have selected the Taser Axon Body 2 cameras with a five-year unlimited storage plan and warranties. The cameras are replaced with new cameras every 2 ½ years with the newest model. The pricing is quoted pursuant to BuyBoard (500-15). We have approximately \$30,000 in seized funds to apply to the first year, and would need to transfer about \$20,000 from CCD fund balance or another suitable source that the City finds agreeable. Let me know if you would like us to move forward in working with I.T. and Finance to move it toward a Council agenda.

Thanks,

Glen

NEW/EXPANDED OR REDUCTION BUDGET WORKSHEET

FISCAL YEAR: 2016-2017

DEPARTMENT: Police - Crime Control District
PROGRAM TITLE: In-Car Cameras
REQUEST TYPE: One-Time & On-Going **RANKING:** 4
FUND/DEPT: 22-080 **GOAL #:** 2 6
FULL FY2016-2017 COST: \$95,000 **Equipment Replacement Fund**
ANY ON-GOING FUTURE COSTS: \$19,000 + \$30,000 6 year life
FULL FY2016-2017 SAVINGS OFFSET:
LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:
RECOMMENDATION FOR DISPOSITION:

PROGRAM DESCRIPTION

The request is for the replacement of current in-car computers that have exceeded their life expectancy. These computers have reached the capacity of adequate functionality for the police department.

SAVINGS/BENEFITS

The in-car computer replacement will help reduce down time in the field for officers. This will provide updated technology and compatability with systems being utilized in the shared services.

CONSEQUENCES OF NOT FUNDING PROGRAM

Lack of funding could result in lower productivity due to speed, accuracy, and operating dependability of the current, aging computers.

EXPENSE IMPACT

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 EXPENSE	ON-GOING EXPENSE
22-080-85170	Other Equipment	\$95,000	
6 year amort.			\$19,000
18-080-63510	Software Maintenance		\$30,000
	TOTALS:	\$95,000	\$49,000

SAVINGS IMPACT/OFFSET

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 SAVINGS	ON-GOING SAVINGS
	TOTALS:	\$0	\$0



4RE/VISTA Price Quote

CUSTOMER: Watauga Police Department

ISSUED: 5/6/2016 3:59 PM

EXPIRATION: 8/31/2016 5:00 AM

**TOTAL PROJECT ESTIMATED AT:
\$93,425.00**

ATTENTION: Assistant Chief Parker

SALES CONTACT: Gavin Wallace

PHONE: 817-514-5875

DIRECT: (214) 785-2611

E-MAIL:

E-MAIL: GWallace@WatchGuardVideo.com

4RE and VISTA Proposal

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-SRV-001	Evidence Library 4 Web Server Site License Key	1.00	\$1,000.00	\$0.00	\$1,000.00
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	15.00	\$150.00	\$0.00	\$2,250.00

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	15.00	\$4,795.00	\$0.00	\$71,925.00
CAM-4RE-PAN-NHD	Front Camera, 4RE, HD Panoramic	15.00	\$200.00	\$0.00	\$3,000.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	15.00	\$200.00	\$0.00	\$3,000.00
WAP-MIK-CON-802	WiFi Access Point, Configured, MikroTik, 802.11n, 5GHz, Sector	1.00	\$250.00	\$0.00	\$250.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	15.00	\$0.00	\$0.00	\$0.00

Software Maintenance and CLOUD-Share

Part Number	Detail	Qty	Direct	Discount	Total Price
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415 Century Parkway • Allen, TX • 75013
 Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

SFW-MNT-EL4-001	Software Maintenance, Evidence Library, 1st Year (Months 1-12)	15.00	\$0.00	\$0.00	\$0.00
SFW-EL4-CLD-BAS	Evidence Library 4 Web CLOUD-SHARE - Basic	15.00	\$0.00	\$0.00	\$0.00

Server Hardware and Software

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-4RE-SRV-102	Server, 3U Rack Mount 16 SATA Drive Server, Intel Xeon E5-2609 2.4GHz Quad Core, 8GB RAM, 2x128GB SSD 6GB/S MLC drives (boot) 3x500GB SATA 7,200 RPM drives (sql), Windows Server 2008 R2 64-bit, SQL Server 2008 R2 (5CAL), 3-Year full service (on-site or reimbursed) warranty.	1.00	\$6,940.00	\$0.00	\$6,940.00
HDW-4RE-HDD-4TB	Hard Drive, Server, 4TB, 7,200 RPM, 4RE	4.00	\$490.00	\$0.00	\$1,960.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	1.00	\$2,500.00	\$0.00	\$2,500.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping and Handling Charges	1.00	\$600.00	\$0.00	\$600.00
					\$93,425.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
Total Amount	\$93,425.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

NEW/EXPANDED OR REDUCTION BUDGET WORKSHEET

FISCAL YEAR: 2016-2017

DEPARTMENT: Police - Crime Control District
PROGRAM TITLE: Investigation Expense Line Item Increase
REQUEST TYPE: On-Going **RANKING:** 5
FUND/DEPT: 18-080 **GOAL #:** 2 7
FULL FY2016-2017 COST: \$10,000
ANY ON-GOING FUTURE COSTS: \$10,000
FULL FY2016-2017 SAVINGS OFFSET:
LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:
RECOMMENDATION FOR DISPOSITION:

PROGRAM DESCRIPTION

This increase in line item funding is necessary to maintain appropriate funding for the increasing costs associated with investigations. These expenses included testing of such items as DNA, rape kits, blood evidence and other essentials required in the investigation process. This also includes investigation expenses that may require professional services.

SAVINGS/BENEFITS

Funding this increase will maintain the ability to provide an expected high level of community service in the collection and identification of evidence as it relates to criminal offenses and prosecution.

CONSEQUENCES OF NOT FUNDING PROGRAM

Limited ability to obtain required evidence testing needed for criminal prosecutions.

EXPENSE IMPACT

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 EXPENSE	ON-GOING EXPENSE
18-080-74450	Investigation Expense	\$10,000	\$10,000
	TOTALS:	\$10,000	\$10,000

SAVINGS IMPACT/OFFSET

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 SAVINGS	ON-GOING SAVINGS
	TOTALS:	\$0	\$0

NEW/EXPANDED OR REDUCTION BUDGET WORKSHEET

FISCAL YEAR: 2016-2017

DEPARTMENT: Police - Crime Control District
PROGRAM TITLE: In- Car Computer Replacement
REQUEST TYPE: One-Time **RANKING:** 6
FUND/DEPT: 22-080 **GOAL #:** 1 2 6
FULL FY2016-2017 COST: \$105,000 **Equipment Replacement Fund**
ANY ON-GOING FUTURE COSTS: \$21,000 6 year life
FULL FY2016-2017 SAVINGS OFFSET:
LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST: current computers
RECOMMENDATION FOR DISPOSITION:

PROGRAM DESCRIPTION

The request is for the replacement of current in-car computers that have exceeded their life expectancy. These computers have reached the capacity of adequate functionality for the police department.

SAVINGS/BENEFITS

The in-car computer replacement will help reduce down time in the field for officers. This will provide updated technology and compatability with systems being utilized in the shared services.

CONSEQUENCES OF NOT FUNDING PROGRAM

Lack of funding could result in lower productivity due to speed, accuracy, and operating dependability of the current, aging computers.

EXPENSE IMPACT

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 EXPENSE	ON-GOING EXPENSE
22-080-85040	Computer Hardware	\$105,000	
6 year amort.			\$21,000
	TOTALS:	\$105,000	\$21,000

SAVINGS IMPACT/OFFSET

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 SAVINGS	ON-GOING SAVINGS
	TOTALS:	\$0	\$0



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OE400SPS

SALES QUOTATION

QUOTE NO	ACCOUNT NO	DATE
HBKC353	6100289	5/4/2016

BILL TO:
CITY OF WATAUGA
7105 WHITLEY RD

SHIP TO:
CITY OF WATAUGA
Attention To: BRAD FRALEY
7105 WHITLEY RD

Accounts Payable
WATAUGA , TX 76148-2024

WATAUGA , TX 76148-2024
Contact: BRAD FRALEY 817.514.5824

Customer Phone #817.514.5800

Customer P.O. # RAM MOUNTS QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
ALEX PAS 877.837.2705		DROP SHIP-GROUND	Net 30 Days-Govt State/Local	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
15	3397094	RAM VEHICLE DOCKING STATION CF-31 Mfg#: RAM-234-PAN1P2RF Contract: MARKET	537.99	8,069.85
			SUBTOTAL	8,069.85
			FREIGHT	110.07
			TAX	0.00
				US Currency
TOTAL				8,179.92

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.7786

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



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OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
HBKB841	6100289	5/4/2016

BILL TO:
CITY OF WATAUGA
7105 WHITLEY RD

SHIP TO:
CITY OF WATAUGA
Attention To: ACCOUNTS PAYABLE
7105 WHITLEY RD

Accounts Payable
WATAUGA , TX 76148-2024

WATAUGA , TX 76148-2024
Contact: BRAD FRALEY 817.514.5824

Customer Phone #817.514.5800

Customer P.O. # CF-31 + WARRANTY
QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
ALEX PAS 877.837.2705		DROP SHIP-GROUND	Net 30 Days-Govt State/Local	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
15	3900289	PAN TB CF 31 I7-5600U 512GB 8GB Mfg#: CF-3117489BM Contract: National IPA Technology Solutions 130733	5,618.23	84,273.45
15	488805	PAN TOUGHBOOK WARRANTY PRO PLUS 5YR Mfg#: CF-SVCLTNFSY Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	784.00	11,760.00
SUBTOTAL				96,033.45
FREIGHT				0.00
TAX				0.00
US Currency				
TOTAL				96,033.45

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.7786

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

NEW/EXPANDED OR REDUCTION BUDGET WORKSHEET

FISCAL YEAR: 2016-2017

DEPARTMENT: Police - Crime Control District
PROGRAM TITLE: Vigilant Database Subscription
REQUEST TYPE: One-Time & On-Going **RANKING:** 7
FUND/DEPT: 18-080 **GOAL #:** 1 2 4 6
FULL FY2016-2017 COST: \$5,000
ANY ON-GOING FUTURE COSTS: \$5,000
FULL FY2016-2017 SAVINGS OFFSET:
LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:
RECOMMENDATION FOR DISPOSITION:

PROGRAM DESCRIPTION

This new/expanded request is for the subscription to the Vigilant Database. This database allows for file research that will aid in the identification and location of suspected criminals.

SAVINGS/BENEFITS

This database will aid detectives in the identification and apprehension of criminal suspects. It will increase the level and quality of evidence that may not be currently available in the timely apprehension and conviction of suspects. Utilization of this database will increase productivity in the research efforts of field investigation.

CONSEQUENCES OF NOT FUNDING PROGRAM

Consequences of not funding this request will be the continued prolonged time of investigation research in criminal cases. It will impact the level of customer service to citizens in crime investigations.

EXPENSE IMPACT

<i>ACCOUNT NUMBER</i>	<i>ACCOUNT NAME</i>	<i>FY2016-2017 EXPENSE</i>	<i>ON-GOING EXPENSE</i>
18-080-74450	Investigation Expense	\$5,000	\$5,000
TOTALS:		\$5,000	\$5,000

SAVINGS IMPACT/OFFSET

<i>ACCOUNT NUMBER</i>	<i>ACCOUNT NAME</i>	<i>FY2016-2017 SAVINGS</i>	<i>ON-GOING SAVINGS</i>
TOTALS:		\$0	\$0



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 Austin, TX 78758
 United States
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 F:(512)452-0691

QUOTE	
QUOTE #	Q-136964
Date	01/09/2015
Page	1/1
Expires On	02/08/2015
Sales Contact	J Kling
Quote For	Watauga, City of

Customer PO #	Customer ID	Ship Via	Sales Rep	Terms	FOB
SOFIA	TXFRTW13004	GROUND	J Kling	NET 30	DESTINATION
Quantity	Contract #	Item #	Description	Unit Price	Extended Price
1	NA	VS-LDS-1A	VIGILANT 'PRIVATE DATA' ACCESS VIA LEARN - UP TO 50 SWORN	\$4,995.00	\$4,995.00
Vigilant 'Private Data' Access via LEARN - Up to 50 Sworn - Local/State LEA Private LPR Data access - Up to 50 Sworn - Access to all Vigilant commercially acquired national vehicle location data - Unlimited access for agency wide unlimited users of all private LPR data and LEARN components - Includes full use of hosted/managed LPR server account via LEARN - Includes Vigilant's complete suite of LEARN data analytics - As per the Vigilant Solutions Private Data Subscription Agreement					
1		ARCSalesSupport	For sales support please contact Jeremy Kling at (512) 452-0651	\$0.00	\$0.00

Subtotal	\$4,995.00
Tax	\$0.00
Total	\$4,995.00

These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

NEW/EXPANDED OR REDUCTION BUDGET WORKSHEET

FISCAL YEAR: 2016-2017

DEPARTMENT: Police - Crime Control District
 PROGRAM TITLE: Misc. Equipment Line Item Increase
 REQUEST TYPE: One-Time RANKING: 8
 FUND/DEPT: 18-080 GOAL #: 1 2 7
 FULL FY2016-2017 COST: \$5,000
 ANY ON-GOING FUTURE COSTS: \$5,000
 FULL FY2016-2017 SAVINGS OFFSET:
 LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:
 RECOMMENDATION FOR DISPOSITION:

PROGRAM DESCRIPTION

This program request will allow for the continuation of funding to obtain the essential equipment and supplies needed to accurately collect and preserve evidence at crime scenes such as blood evidence, fiber, and DNA.

SAVINGS/BENEFITS

This equipment will assist officers in identifying and collecting evidence as it relates to a crime. It will also assist the officer to properly secure and preserve evidence for trial which is essential to the investigation and prosecution of offenders in criminal cases.

CONSEQUENCES OF NOT FUNDING PROGRAM

Limited number of crimes will be solved and prosecuted as obtainable evidence is lost due to the limited ability to accurately and securely gather evidence.

EXPENSE IMPACT

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 EXPENSE	ON-GOING EXPENSE
18-080-52260	Misc. Equipment	\$5,000	\$5,000
	TOTALS:	\$5,000	\$5,000

SAVINGS IMPACT/OFFSET

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 SAVINGS	ON-GOING SAVINGS
	TOTALS:	\$0	\$0

NEW/EXPANDED OR REDUCTION BUDGET WORKSHEET

FISCAL YEAR: 2016-2017

DEPARTMENT: Police - Crime Control District
 PROGRAM TITLE: VIPS Vehicle Replacement
 REQUEST TYPE: One-Time RANKING: 9
 FUND/DEPT: 22-080 GOAL #: 2 3 7
 FULL FY2016-2017 COST: \$25,000 Equipment Replacement Fund
 ANY ON-GOING FUTURE COSTS: \$3,750 8 year life
 FULL FY2016-2017 SAVINGS OFFSET:
 LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST: Unit 120
 RECOMMENDATION FOR DISPOSITION: Use By Other Dept

PROGRAM DESCRIPTION

This new/expanded request is for the purchase of a VIPS vehicle for the City's Citizens on Patrol Volunteers. This vehicle will include graphics, minimal equipment and radio to facilitate their efforts in preventing crime and building positive community relationships.

SAVINGS/BENEFITS

This program allows sworn officers increased availability for crime prevention efforts . This program also increases the efforts in crime prevention with an increased presence within the City by the VIPS.

CONSEQUENCES OF NOT FUNDING PROGRAM

Not funding this request will result in fewer volunteer hours by VIPS and limited preventative patrol and officer assistance functions performed allowing sworn officers availability for the performance of their sworn duties.

EXPENSE IMPACT

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 EXPENSE	ON-GOING EXPENSE
22-080-85130	Motor Vehicles	\$25,000	
8 year amort.			\$3,750
TOTALS:		\$25,000	\$3,750

SAVINGS IMPACT/OFFSET

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 SAVINGS	ON-GOING SAVINGS
TOTALS:		\$0	\$0

NEW/EXPANDED OR REDUCTION BUDGET WORKSHEET

FISCAL YEAR: 2016-2017

DEPARTMENT: Police - Crime Control District
PROGRAM TITLE: Furniture Replacement
REQUEST TYPE: One-Time **RANKING:** 10
FUND/DEPT: 18-080 **GOAL #:** 2 6
FULL FY2016-2017 COST: \$4,000
ANY ON-GOING FUTURE COSTS:
FULL FY2016-2017 SAVINGS OFFSET:
LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:
RECOMMENDATION FOR DISPOSITION:

PROGRAM DESCRIPTION

This new/expanded request is for the purchase of a new conference table and chairs to be used in the operations conference room. There is currently inadequate furnishings in this conference room to accommodate the needs for the operational functions as needed. This purchase will provide a professional area for staff meetings and additional space to conduct meetings with area agencies as needed.

SAVINGS/BENEFITS

The purchase of new furniture will replace the temporary solutions that are currently in place in order to utilize this space to its full potential.

CONSEQUENCES OF NOT FUNDING PROGRAM

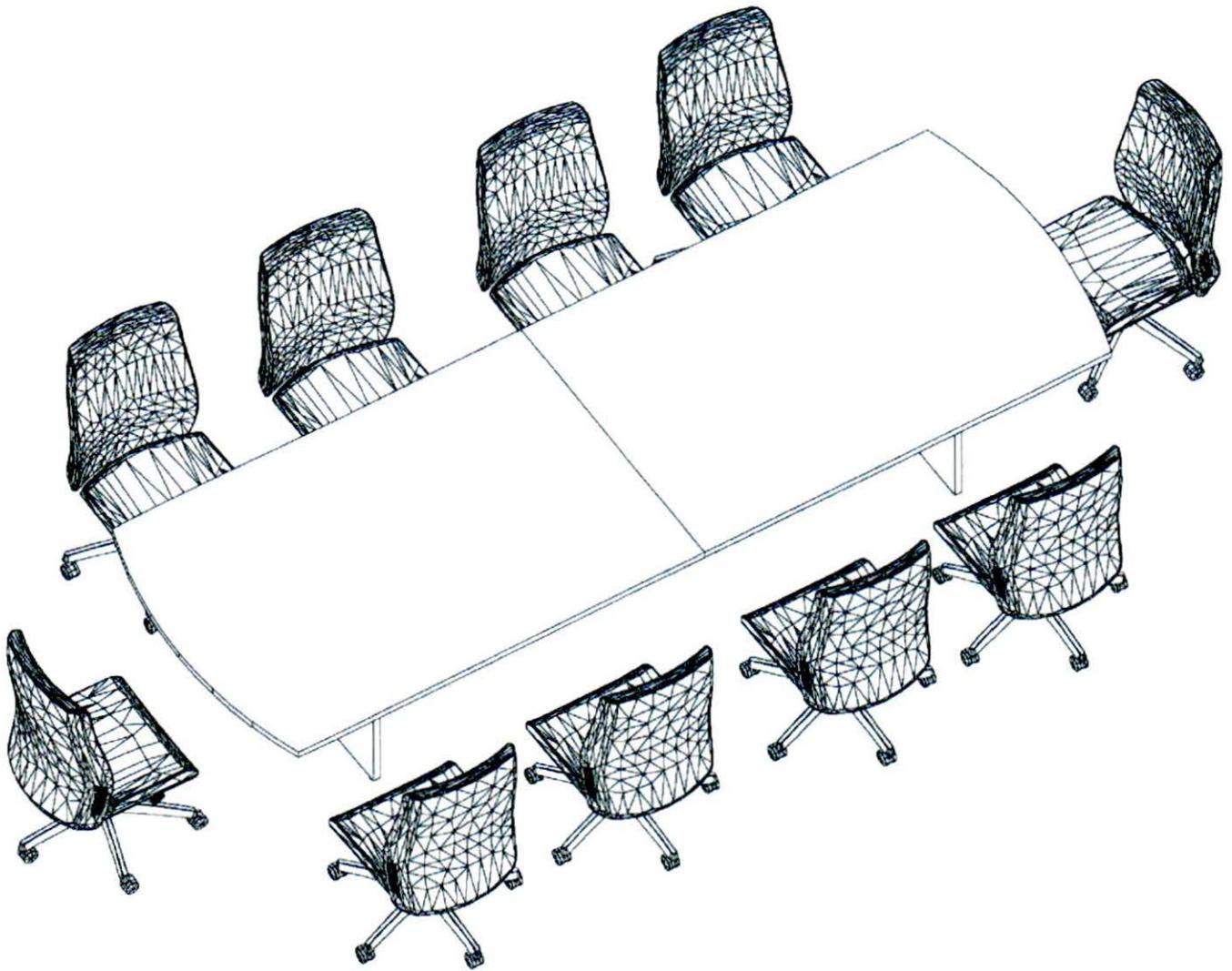
The temporary solutions will remain in place with limited ability to utilize this space adequately.

EXPENSE IMPACT

<i>ACCOUNT NUMBER</i>	<i>ACCOUNT NAME</i>	<i>FY2016-2017 EXPENSE</i>	<i>ON-GOING EXPENSE</i>
18-080-85100	Furniture & Fixtures	\$4,000	
	TOTALS:	\$4,000	\$0

SAVINGS IMPACT/OFFSET

<i>ACCOUNT NUMBER</i>	<i>ACCOUNT NAME</i>	<i>FY2016-2017 SAVINGS</i>	<i>ON-GOING SAVINGS</i>
	TOTALS:	\$0	\$0



NEW/EXPANDED OR REDUCTION BUDGET WORKSHEET

FISCAL YEAR: 2016-2017

DEPARTMENT: Police - Crime Control District
PROGRAM TITLE: Building Improvements/Maintenance & Security
REQUEST TYPE: One-Time **RANKING:** 11
FUND/DEPT: 18-080 **GOAL #:** 2 6
FULL FY2016-2017 COST: \$50,000
ANY ON-GOING FUTURE COSTS:
FULL FY2016-2017 SAVINGS OFFSET:
LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:
RECOMMENDATION FOR DISPOSITION:

PROGRAM DESCRIPTION

This funding will allow for the enhanced utilization of the building and provide additional security needs. These improvements include renovation and improvements to the old jail area. This funding will also include increased card reader access in certain areas.

SAVINGS/BENEFITS

Funding this request will provide an environment conducive to employee needs and promote health and fitness among staff. Additional security and building enhancements will provide ease of access to controlled areas.

CONSEQUENCES OF NOT FUNDING PROGRAM

Consequences of not funding this program request will limit the ability to utilize the building to it's full potential. Budget constraints will not allow for the remaining security enhancements that are needed for the facility.

EXPENSE IMPACT

<i>ACCOUNT NUMBER</i>	<i>ACCOUNT NAME</i>	<i>FY2016-2017 EXPENSE</i>	<i>ON-GOING EXPENSE</i>
18-080-85030	Building Improvements	\$50,000	
	TOTALS:	\$50,000	\$0

SAVINGS IMPACT/OFFSET

<i>ACCOUNT NUMBER</i>	<i>ACCOUNT NAME</i>	<i>FY2016-2017 SAVINGS</i>	<i>ON-GOING SAVINGS</i>
	TOTALS:	\$0	\$0

PERSONNEL NEW/EXPANDED BUDGET WORKSHEET

FISCAL YEAR: 2016-2017

DEPARTMENT: Police - Crime Control District
POSITION TITLE: Corporal Positions
POSITION TYPE: Full Time **RANKING:** 12
FUND/DEPT: 18-080 01-080 **GOAL #:** 2 6
FY2016-2017 COST: \$77,000 **CCD \$ 77,000**
ANTICIPATED SAVINGS OFFSET: **GF \$ 117,000**

POSITION DESCRIPTION

This request is for the creation of four (4) Police Corporal positions to be utilized in Patrol. This would not require additional personnel. This ranked position would further provide a path of growth and promotion opportunities and allow for a definitive line of supervision. The cost of the program includes policy defined compensation adjustments for supervisors in positions higher in rank.

SAVINGS/BENEFITS

The addition of the Corporal position will provide for increased responsible first line supervision and accountability. The supervision will provide a professional response to citizens and officers with the presence of a trained supervisor. It will also eliminate the need for step-up pay for leave coverage.

CONSEQUENCES OF NOT FUNDING POSITION

Not funding this program will continue the use of the most senior person acting in a supervisory capacity. This program is an identified need and long-term goal of the department.

SALARY EXPENSE IMPACT/FORECAST

ACCOUNT NAME	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021
Supervision	\$67,000	\$69,010	\$71,080	\$73,213	\$75,409
Retirement	\$8,710	\$8,971	\$9,240	\$9,518	\$9,803
Medical					
Dental					
Vision					
Group Life/LTD	\$271	\$279	\$287	\$296	\$305
Medicare	\$972	\$1,001	\$1,031	\$1,062	\$1,093
TOTALS:	\$76,952	\$79,261	\$81,639	\$84,088	\$86,610



AGENDA MEMORANDUM

DATE: June 7, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Sandra Gibson, Director of Finance *S. Gibson*

THROUGH: Greg Vick, City Manager *G. Vick*

SUBJECT: Watauga Crime Control and Prevention District (WCCPD) Budget Public Hearing and Approval Dates

BACKGROUND/INFORMATION:

As stated in the Local Government Code, Section 363.205(a) and 363.205(d), the governing body creating the District shall hold a Public Hearing on the Budget adopted by the WCCPD Board not later than the 45th day before the fiscal year begins, and that the WCCPD adopted budget shall be approved or rejected by the governing body not later than the 30th day before the fiscal year begins.

To meet this requirement, the Public Hearing date should be set as August 15, 2016 and the budget approval date should be set as August 29, 2016.

FINANCIAL IMPLICATIONS:

Failure to set the Public Hearing date will result in delays and funding problems.

RECOMMENDATION/ACTION DESIRED:

Approval of the date of August 15, 2016 at 6:30 p.m. in the Council Chambers located at 7105 Whitley Road as the time and place for the Public Hearing of the WCCPD FY2016-17 Budget and approval of the date of August 29, 2016 for the WCCPD FY2016-17 Budget approval.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None



AGENDA MEMORANDUM

DATE: June 13, 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 #13

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 thirteenth revision to the 2015 Manual. It is proposed that one (1) policy, 10.06 Dress Code, Uniforms and Personal Appearance, be added to the manual. The revised policy clarifies, organizes and simplifies the existing policy. It also includes a section on uniforms and reasonable accommodations.

It is also proposed that one (1) policy, 8.01 Holidays, be revised. This policy was slightly amended to be in line with current payroll practices regarding employees who are scheduled to work on holidays.

FINANCIAL IMPLICATIONS:

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

RECOMMENDATION/ACTION DESIRED:

It is requested that City Council approve the new and revised 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
FORT WORTH, TEXAS 76102

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

OF COUNSEL

TIM EVANS
TIM MOORE
LANCE T. EVANS
WILLIAM R. BIGGS

June 14, 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 eliminating Sections 28.1, 28.2, and 28.3 of the 2014 Manual and replacing the same with policy Sections 10.06 of the 2015 Manual. The resolution also calls for the amending to Section 8.01 of the 2015 Manual to better reflect the City payroll practices. 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,


ANDREW J. DECKER
Office of City Attorney

CITY OF WATAUGA, TEXAS
RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS ELIMINATING SECTION 28.1, 28.2, AND 28.3 OF THE CITY OF WATAUGA PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL EFFECTIVE FEBRUARY 24, 2014 AND REPLACING THAT SECTION WITH POLICY SECTION 10.06 OF THE MANUAL WHICH BEGAN APRIL 27, 2015 (HEREINAFTER "2015 MANUAL"); AMENDING POLICY SECTION 8.01 OF THE 2015 MANUAL; 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 Section 28.1, 28.2, and 28.3 of the 2014 Manual and Section 10.06 of the 2015 Manual are substantively equivalent in nature and scope; and

WHEREAS, Section 8.01 of the 2015 Manual contained some language which contradicted the City payroll practices; and

WHEREAS, this proposed resolution constitutes the thirteenth update in the process of converting the 2014 Manual to the 2015 Manual.

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

I.

The proposed policy Sections 8.01 as amended and 10.06 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 28.1, 28.2, and 28.3 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 20th day of June, 2016.

APPROVED:

Hector F. Garcia, Mayor

ATTEST:

ZOLAINA R. PARKER, City Secretary

APPROVED AS TO FORM AND LEGALITY:

MARK G. DANIEL, City Attorney

EXHIBIT
"A"



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

POLICY TITLE	Holidays
INITIAL EFFECTIVE DATE	May 23, 2016, Revised June 20, 2016
LAST REVISION DATE	Replaces Section 14.1 and 20.2, of the Personnel, Administration and Financial Policies and Procedures Manual approved on February 24, 2014.
POLICY NUMBER	8.01

OBJECTIVE This policy provides procedures for administering official City Holidays.

SCOPE This policy applies to all employees.

POLICY

A. Official City Holidays

The City of Watauga recognizes thirteen (13) paid holidays each year:

Official City Holidays	
New Year's Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	Personal Day*
Veteran's Day	

Holidays occurring on Saturday will be observed on the preceding Friday and holidays occurring on Sunday will be observed on the following Monday. Additional holidays may be declared by the City Council and inclement weather days may be declared by the Mayor or the City Manager and shall be observed in accordance with this policy.

*Per Local Government, Section 142.0013(c), firefighters shall have one of the above holidays designated as September 11th. The City of Watauga has designated the Personal Day as September 11th.

B. Personal Day

Employees are not eligible to take their Personal Day until after the successful completion of an initial six (6) month of employment. Personal Days are taken at the discretion of the employee with Supervisor approval. Personal Days must be taken by the third Friday in December. Personal Days do not carry over to the following year.

C. Administrative Guidelines

1. It is the City's intent for employees to be off on City approved holidays. However, due to operational needs, employees may be required to work. Holiday time off will be based on departmental needs and supervisor approval.
2. Seasonal and temporary employees will be paid their regular rates on a holiday only if required to work.
3. Full-time regular employees shall be entitled to paid holidays. Regular part-time employees shall receive prorated holiday pay time and receive prorated pay for the Personal Day as indicated below:

Employee Schedule	Holiday Pay Hours
20 Hours Per Week	3
21 to 25 Hours Per Week	4
26 to 29 Hours Per Week	5
40 Hours Per Week	8 or 10
Police Officers/Firefighters (12 or 24 Hour Shifts)	12

4. All non-exempt employees who are required to work a designated holiday shall be paid regular rates for the hours worked in addition to their regular pay.
 - a. (8) hours of holiday pay for employees scheduled to work (8) hours
 - b. (10) hours of holiday pay for employees scheduled to work (10) hours
 - c. (12) hours of holiday pay for employees scheduled to work (12) and (24) hours
5. When the holiday and regular day off occur on the same day, those non-exempt employees who are scheduled off duty on that day will be entitled to additional pay at regular rates.
6. For purposes of calculating overtime for non-exempt employees, holiday hours will not be counted as hours worked during the work week the holiday is observed by the City.
7. Employees on any type of paid leave will not receive additional holiday pay unless they are scheduled to work on the holiday (i.e. Police and Fire). Only holiday pay will apply.
8. If the last day of employment falls on the holiday, the employee will not be paid for that holiday. Exceptions will be made for retirements.
9. An employee on workers' compensation or other extended approved paid leave, will receive holiday pay only when the employee would have normally been authorized to be paid for that holiday.
10. Employees on an extended unpaid leave status (authorized or unauthorized) will not receive holiday pay.

8.01 Holidays

11. To receive holiday pay, an employee must be at work or on an authorized absence on the scheduled work days immediately preceding and immediately following the day on which the holiday is observed. If an employee is absent immediately preceding, during, or subsequent to a designated holiday because of an illness or injury, the City reserves the right to verify the reason for the absence before approving payment of the holiday. An employee that fails to report to work due to illness or injury under this section must use sick leave for an absence under this paragraph unless the employee is on approved Family Medical Leave.

12. Employees desiring to observe religious or other holidays not coinciding with official holidays may be given time off without pay or may be authorized to use accrued vacation leave.



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

POLICY TITLE	Dress Code, Uniforms and Personal Appearance
INITIAL EFFECTIVE DATE	June 20, 2016
LAST REVISION DATE	Replaces Section 28.1, 28.2 and 28.3 of the Personnel, Administration and Financial Policies and Procedures Manual approved on February 24, 2014.
POLICY NUMBER	10.06

OBJECTIVE The employees of the City of Watauga are expected to present a positive and professional image to fellow employees and the public. This policy provides guidelines for uniforms and for the dress and personal appearance of City employees.

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

In order to project a positive, professional, and safe environment, City of Watauga employees are expected to maintain a positive and professional appearance at all times. All employees are expected to be appropriately dressed and well-groomed in order to reflect a professional businesslike atmosphere. Presenting a professional image creates a favorable impression for the City, promotes confidence in the services the City provides, promotes respect among co-workers, and encourages higher working standards.

A. Dress Standard

Due to many types of jobs within the City, several different dress standards are necessary. An employee who is in doubt as to the dress standard for their department should contact their supervisor. Departmental dress codes may be different than this policy. In instances where this policy conflicts with department dress codes the more restrictive policy will apply. Uniformed employees shall follow the guidelines established in **Section C. Uniforms**.

1. All employees are expected to comply with safety regulations—i.e., type of shoes, shirt sleeve length, etc.—as dictated by departmental and industry safety standards.
2. Clothing should be clean, comfortable, and appropriate for the job being performed, as determined by the supervisor and/or department procedures. Clothing having pictures, designs, words, and/or advertising not conducive to a professional image are prohibited.

See-through and/or otherwise sexually provocative clothing are likewise prohibited for all employees.

3. Nothing in this policy shall prohibit casual days as long as a positive and professional image is projected.
4. Clothing, to include jewelry and hair, should be clean and not be loose or dangle in such a way that it creates a safety hazard. Long hair styles worn in areas where the hair style may become entangled or caught by, in or on live or inanimate objects or machinery, must be worn up, close to the head or under protective head wear.
5. Body piercing jewelry will only be worn on the ear. No other areas of the body should be visible with body piercing jewelry.
6. Tattoos must be appropriate in content and in keeping with a professional image.
7. Employees will not use hygiene products, perfumes, or colognes that, due to their fragrance, cause discomfort to others.
8. Articles of clothing that are distracting, offensive or revealing are prohibited. Examples include, but are not limited to, strapless/halter tops, beachwear, and work-out attire.
9. Clothing must be free of wrinkles and rips and tears.
10. Hairstyles and hair colors must be appropriate to the employee's position and extremes of any type are unacceptable. For example, green hair, mohawk style haircuts, and severely spiked hair are not allowed. Hair, including facial hair, must be clean and neatly groomed at all times.
11. Department Directors are responsible for monitoring the attire of their employees and taking corrective action when necessary

B. Reasonable Accommodation

The above-stated provisions apply in normal work situations; however, there may be instances where exceptions may be made, such as special work assignments or inclement weather. In times of extreme snow or ice, when a specific short term situation dictates, or when medical conditions exist, a Department Director may authorize exceptions to this policy.

The City recognizes the importance of individually-held religious beliefs of employees within the workplace. The City will reasonably accommodate an employee's religious beliefs in terms of workplace attire, unless the accommodation creates an undue hardship or safety hazard. Accommodation of religious beliefs in terms of attire may be difficult in light of issues of safety for employees and coworkers within certain departments, specifically police, fire and public works. Employees requesting accommodations based on religious beliefs should consult with the Department Director and Human Resources Director.

C. Uniforms

1. Positions requiring uniforms will be determined by the Department Director. Generally, employees, who in the course of their regular job duties meet one of the criteria listed below, will be required to wear an approved City Uniform:
 - a. Employee encounters the chance of ruining their clothes due to excessive dirt, grease and corrosive material, etc.
 - b. Employee normally works outside, and represents the City within the community.
 - c. Needs to be identified as a part of a specific work group.
2. Employees who are furnished uniforms must wear the regulation uniform while performing work for the City except when special circumstances or work conditions exist, and the approval of the supervisor has been obtained.
3. The department head will determine the color, type, style, and identification for employee uniforms. All insignias on City issued uniforms will be consistent with the approved logo.
4. Issued uniform items may consist of the following:
 - a. Long or short sleeve shirts or blouses
 - b. Shorts, pants, and/or jeans
 - c. Hats
 - d. Winter wear (e.g., overalls, bib, jacket)
 - e. All required insignia (patches, names plates, badges, etc.); and
 - f. Any other item that the department determines is necessary for the safe performance of the employees' positions such as personal protective equipment, including, but not limited to, rain coats, appropriate safety footwear, and headgear designed to protect the wearer from sun exposure/damage.
5. If an employee is dissatisfied with the quality or fit of a non-marked item from the vendor (for example, a pair of denim or khaki pants), the employee may wear his or her own clothes as long as they conform in style and color with the uniform provided by the department, and they are kept clean and neat.
6. The employee will not be entitled to any form of reimbursement or allowance if the employee chooses to supply his or her own clothing.
7. An employee may only wear accessories with the City uniform if authorized and approved by the Department Director. Pins, buttons, patches, accessories, or other markings denoting membership or affiliation with a political group, religious group, professional organization, employee association, or other work-related group may not be worn on uniforms.
8. Except in the case of a uniform where the vendor provides cleaning services, employees are responsible for the care and cleaning of their work clothes.

D. Off Duty

Employees will not wear city-issued uniforms, including any issued hat, for other than City work. However, uniforms may be worn to and from work, including any incidental stops that may occur while on the way to and from work (examples include basic errands such as trips to the bank or grocery store) and while performing specific assigned or approved functions.

Any clothing, including uniforms, with city logos or other items that identify a person as a city employee will not be worn off duty to bars, night clubs, adult entertainment establishments or during the purchase or consumption of alcohol. Employees are expected to use caution to avoid wearing city clothing at any off-duty location in which citizenry may question appropriateness.

E. Other Provisions

Employees in violation of this policy may be sent home. Under such circumstances, nonexempt employees will not be paid for work time missed, and exempt employees will be required to make up the work time missed. Employees whose grooming or personal appearance violates this policy may be disciplined, up to and including termination of employment.



AGENDA MEMORANDUM

DATE: June 8, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Bill Crawford, Fire Chief *BC*

THROUGH: Greg Vick, City Manager *GV*

SUBJECT: Mutual Aid Agreement with Fort Worth Fire Department

BACKGROUND/INFORMATION:

The City of Watauga has approximately 8,000 residences, 179 of those housing approximately 500 citizens are located along the western border. In addition to the single-family residences there is a 200-unit apartment complex with an estimated population of 1200.

Currently a railroad line that supports approximately 20 trains per day separates those properties from those located in the central and eastern portions of the city. An expansion of that rail line is expected to be completed in early 2017. It would be safe to assume that rail traffic along that line would also increase. Currently there are two crossings of that line within the city limits. It is not uncommon for both crossings to be blocked.

All of the Watauga Fire Department resources, and the majority of our mutual aid partners are located on the eastern side of that railroad line.

The City of Fort Worth operates three (3) fire stations within five (5) miles of Watauga's western boundary. One of those stations has the same travel distance as an apparatus responding from the Watauga Fire Station.

A mutual aid agreement with the Fort Worth Fire Department would ensure a timely and adequate emergency response to the Watauga Citizens residing on the western border in the advent our resources were delayed or blocked by current or future rail traffic.

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of a mutual aid agreement with the Fort Worth Fire Department

ATTACHMENTS/SUPPORTING DOCUMENTATION:

- 1) Mutual Aid Agreement

Attachment 1

INTERLOCAL AGREEMENT FOR FIRE SERVICES

THIS INTERLOCAL Agreement for Fire Services ("Agreement") is entered into by and between the City of Fort Worth, a home rule municipality in the State of Texas ("Fort Worth"), acting by and through, Valerie Washington, its duly authorized Assistant City Manager, and the City of Watauga, a home rule municipality in the State of Texas, acting by and through Hector F. Garcia, its duly authorized Mayor.

WHEREAS, the governmental entities which are parties to this Agreement desire to enter into an agreement concerning automatic aid and mutual aid fire services; and

WHEREAS, the Texas Government Code, Chapter 791, the "Interlocal Cooperation Act," authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, the Texas Government Code 791.006 specifically authorizes interlocal agreements for fire services;

NOW, THEREFORE, it is mutually agreed by the parties hereto to enter into this Agreement upon the following terms:

I. Services to be Performed.

The services to be performed under this Agreement are as listed in Attachment A, which is attached hereto and considered apart hereof for all purposes. The services performed shall be subject to the Operating Provisions in Attachment B, which is attached hereto and considered apart hereof for all purposes.

II. Costs Reimbursed.

Watauga and Fort Worth agree to reimburse each other for actual costs other than ordinary operating costs incurred by each other in the performance of this Agreement. Reimbursement shall be made on an incident-by-incident basis and shall be made subsequent to a submission of an invoice by the party incurring costs to the other party. Notwithstanding the above, each party shall be responsible for all costs associated with its own equipment, including damage and breakage.

III. Term of Agreement and Termination.

The term of this Agreement shall be for one year beginning upon approval by both parties and renewing automatically for additional one-year periods. Either party may terminate this Agreement upon sixty days' notice in writing to the other party.

IV. Liability.

Each Party to this Agreement shall at all times be and remain legally responsible for the conduct of their respective fire department employees regardless of whether such employees were performing duties under this Agreement at the request of the requesting City and regardless of whether such employees were acting under the authority, direction, suggestion or orders of an officer of the requesting City. This assignment of civil liability is specifically permitted by section 791.006(a-1) of the Texas Government Code ("Code") and is intended to be different than the

liability otherwise assigned under section 791.006(a) of the Code. Each Party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

Neither Party shall be reimbursed by the other Party for personnel costs incurred pursuant to this Agreement. Personnel who are assigned, designated, or ordered by their governing body to perform duties pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation, benefits and rights for the performance of such duties, including injury or death benefits and Worker's Compensation benefits, as though the service had been rendered within the limits of the requesting City where he or she is regularly employed.

All wage and disability payments, pension payments, damage to equipment and clothing, medical expenses, and expenses of travel, food, and lodging or any benefits or payments to which an individual is entitled shall be paid by the City in which the employee in question is regularly employed.

All equipment used by the responding City in carrying out this Agreement will, during the time response services are being performed, be owned, leased, or rented by such responding City. All employees acting on behalf of a responding City at the request of a requesting City will, during the time response services are being performed, be employees members of the responding City for all purposes, including any claims for Worker's Compensation that may arise during the time such services are being rendered.

At all times while equipment and personnel of the responding City are traveling to, from, or within the geographical limits of the normal response area of the requesting City in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the responding City. Further, such personnel shall be deemed to be engaged in a governmental function of their City.

Nothing herein shall be construed to be a waiver of immunity under the Texas Tort Claims Act by either Party.

V. Independent Contractor.

Each Party shall operate under this Agreement as an independent contractor, and not as an agent, representative, servant or employee of the other. Subject to the terms of this Agreement, each Party shall have the right to control the details of its performance hereunder.

VI. Notice.

Unless otherwise provided herein, all notices required or permitted by this Agreement shall be made to the following addresses:

City of Fort Worth
City Manager's Office
Attn: Valerie Washington, Assistant City Manager
1000 Throckmorton St.
Ft. Worth, Texas 76102

City of Watauga
Attn: Bill Crawford, Fire Chief
5909 Hightower Drive
Watauga, TX 76148

VII. Payments.

Any and all payments arising under this Agreement for the performance of governmental functions or services must be made from current revenues available to the paying party.

VIII. Compliance.

Both parties shall comply with all Federal, State and City statutes, ordinances and regulations applicable to the performance of the services under this Agreement.

IX. Entire Agreement.

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

X. Amendments.

No alteration, change, modification or amendment of the terms of this Agreement shall be valid or effective unless made in writing and signed by both parties hereto and approved by appropriate action of the governing body of each party.

XI. Waiver.

No waiver of performance by either party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

XII. Governing Law and Venue.

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

XIII. Successors and Assigns.

Neither party hereto shall assign, sublet or transfer its interest herein without prior written consent of the other party, and any attempted assignment, sublease or transfer of all or any part hereof without such prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of Fort Worth and Watauga and their respective successors and permitted assigns.

XIV. No Third-Party Beneficiaries.

The provisions and conditions of this Agreement are solely for the benefit of Fort Worth and Watauga, and any lawful successor or assign, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

XV. Severability.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

XVI. Force Majeure.

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

XVII. Contract Construction.

The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

XVIII. Captions.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

XIX. Right to Audit.

Watauga agrees that Fort Worth will have the right to audit the financial and business records of Watauga that relate to the services provided (collectively "Records") at any time during the Term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, Watauga shall make all Records available to Fort Worth at 1000 Throckmorton Street, Fort Worth, Texas or at another location in the City of Fort Worth acceptable to both parties following reasonable advance notice by Fort Worth and shall otherwise cooperate fully with Fort Worth during any audit.

Fort Worth agrees that Watauga will have the right to audit the financial and business records of Fort Worth that relate to the services provided (collectively "Records") at any time during the Term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, Fort Worth shall make all Records available to Watauga at 7105 Whitley Road, Watauga, Texas or at another location in the City of Watauga acceptable to both parties following reasonable advance notice by Watauga and shall otherwise cooperate fully with Watauga during any audit.

Notwithstanding anything to the contrary herein, this Section XIX shall survive expiration or earlier termination of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Executed this ____ day of _____, A.D. 20____.

ATTEST:

CITY OF FORT WORTH

City Secretary

By: _____
Valerie Washington
Assistant City Manager

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Date: _____

ATTEST:

CITY OF WATAUGA

Zolaina Parker
City Secretary

By: _____
Mayor Hector F. Garcia

Date: _____

Date: _____

ATTACHMENT "A"

I. AUTOMATIC AID RESPONSE

Explanatory note: Upon receipt of the report of an incident requiring response in Watauga, the Watauga Fire Department will normally dispatch a one-alarm assignment to the reported location. A one-alarm assignment includes, on average, three engine companies, one ladder company, and two medic units. Within the areas designated below the Fort Worth Fire Department will, if available, dispatch one fire company comprised of a minimum of three paid firefighters to the reported location. For purposes of this Agreement, automatic aid in the amount of resources described will be dispatched by Fort Worth into Watauga's jurisdictional limits or ETJ, if the incident is reported in any of the geographical areas listed below.

A. Fort Worth:

Upon notification by Watauga of a structure fire the Fort Worth Fire Department will, if available, dispatch one fire company comprised of a minimum of three paid firefighters to the specified areas in Watauga as listed in the Fort Worth Mapsco 44th edition street guide, grids:

- 36 H,M,R,U,V,Y,Z
- 37 W,E,J,N,S,X,Y
- 50 D
- 51 A,B,C

II. MUTUAL AID RESPONSE (non-automatic)

A. Fort Worth:

Calls for assistance during "working" structure fires and/or major vehicle accident shall be given on an "as needed basis", yet shall not exceed a normal one-alarm assignment as described by the Fort Worth Fire Department. All such responses are subject to availability of personnel and equipment. The Fort Worth Fire Department will respond to the specified areas in Watauga as listed in the Fort Worth Mapsco 44th edition street guide, grids:

- 36 H,M,R,U,V,Y,Z
- 37 W,E,J,N,S,X,Y
- 50 D
- 51 A,B,C

B. Watauga:

The Watauga Fire Department will respond into Fort Worth with an engine or quint company staffed with a minimum of three paid personnel for “working” structure fires and/or major vehicle accidents on an “as needed basis”. All such responses are subject to availability of personnel and equipment. The Watauga Fire Department will respond to the specified areas in Fort Worth as listed in the Mapsco 44th edition street guide, grids:

- 22 W, X, Y, Z
- 23 W
- 36 A, B, C, D, E, F, G, H, J, K, L, M, N, P, Q, R, S, T, U, V, W, X, Y
- 37 A, E, J

ATTACHMENT "B"**Operating Provisions**

- I. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
 - A. Any request for aid hereunder shall include a statement of the amount and type of equipment and number of personnel that are needed, but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding city. Watauga would provide a fire company staffed by certified firefighters as certified by the Texas Commission on Fire Protection.
 - B. In areas where common jurisdictional boundaries exist, it is conceivable that accurate determination of jurisdiction may not be possible upon receipt of an alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and to notify the other affected entities of the alarm. The requested entity will respond, if able to, as conditioned by this agreement.
 - C. In the event that the responding city is unable to respond to the request for assistance, the fire chief or designee of the responding city shall immediately notify the fire department of the requesting city that no response can be made.
 - D. Personnel from the Fire Department of the responding city shall report to the officer in charge of the requesting city at the location to which the equipment is dispatched and shall be subject to the orders of that official. At all times the ultimate control and responsibility of the personnel from the responding city shall remain with the highest ranking fire officer from the responding city at the scene. The Command Post will be staffed by representatives from both Watauga and Fort Worth so that a "Unified Command" is established.
 - E. Personnel from the Fire Department of the responding city shall be released by the officer in charge from the requesting city when the services of the responding city are needed within the area for which it normally provides fire protection.
 - F. A working accountability system in accordance with NFPA guidelines shall be established at every incident.
 - G. The departments shall conduct a minimum of one joint training session and/or exercise annually.
- II. All equipment used by the responding Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it.



AGENDA MEMORANDUM

DATE: June 9, 2016
TO: Honorable Members of the City Council
FROM: Hector F. Garcia, Mayor
SUBJECT: Reappointment to Charter Review Commission

Background/Information

In September 2014, Mr. Albert Cardenas was appointed to serve on the Charter Review Commission. Mr. Cardenas has indicated that he is willing to serve an additional two-year term.

Financial Implications:

N/A

Recommendation/Action Desired

I request your approval of my reappointment of Mr. Albert Cardenas to Place 2 on the Charter Review Commission.

Attachment

1. Letter of Intent

Attachment 1



June 7, 2016

Albert Cardenas
6656 Fair Oaks Drive
Watauga, Texas 76148

Dear Mr. Cardenas:

On September 3, 2014, you volunteered to serve on the Charter Review Commission and attend meetings on an as needed basis. Your current term expires on June 30, 2016.

As of February 2014, City Council has established an Interview Committee to review board, commission, committee, and corporation member applications and reappointments. In an effort to follow the guidelines set forth by Council you may be contacted for a brief phone or in-person interview. If you are recommended for reappointment by the Interview Committee, it will be considered for approval by the City Council at the Regular Meeting scheduled on June 20, 2016 at 6:30 p.m.

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

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

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

A handwritten signature in blue ink, appearing to read "Albert Cardenas", written over a horizontal line.

Albert Cardenas, Place 2

Sincerely,

A handwritten signature in blue ink, appearing to read "Zolaina R. Parker", written over a horizontal line.

Zolaina R. Parker
City Secretary

Enclosure



AGENDA MEMORANDUM

DATE: June 9, 2016
TO: Honorable Members of the City Council
FROM: Hector F. Garcia, Mayor
SUBJECT: Reappointment to Charter Review Commission

Background/Information

In December 2014, Ms. Leah Chauvin was appointed to serve on the Charter Review Commission. Ms. Chauvin has indicated that she is willing to serve an additional two-year term.

Financial Implications:

N/A

Recommendation/Action Desired

I request your approval of my reappointment of Ms. Leah Chauvin to Place 4 on the Charter Review Commission.

Attachment

1. Letter of Intent

Attachment 1



June 7, 2016

Leah Chauvin
6621 Starnes Road
Watauga, Texas 76148

Dear Ms. Chauvin:

On December 15, 2014, you volunteered to serve on the Charter Review Commission and attend meetings on an as needed basis. Your current term expires on June 30, 2016.

As of February 2014, City Council has established an Interview Committee to review board, commission, committee, and corporation member applications and reappointments. In an effort to follow the guidelines set forth by Council you may be contacted for a brief phone or in-person interview. If you are recommended for reappointment by the Interview Committee, it will be considered for approval by the City Council at the Regular Meeting scheduled on June 20, 2016 at 6:30 p.m.

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

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

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


Leah Chauvin, Place 4

Sincerely,


Zolaina R. Parker
City Secretary

Enclosure



AGENDA MEMORANDUM

DATE: June 9, 2016
TO: Honorable Members of the City Council
FROM: Hector F. Garcia, Mayor
SUBJECT: Reappointment to Charter Review Commission





Background/Information

In June 2014, Mrs. Cristy McCauley was appointed to serve on the Charter Review Commission. Mrs. McCauley has indicated that she is willing to serve an additional two-year term.

Financial Implications:

N/A

Recommendation/Action Desired

I request your approval of my reappointment of Mrs. Cristy McCauley to Place 6 on the Charter Review Commission.

Attachment

1. Letter of Intent

Attachment 1



June 7, 2016

Cristy McCauley
6320 Hunters Glen
Watauga, Texas 76148

Dear Ms. McCauley:

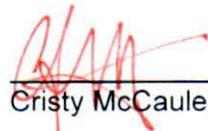
On June 23, 2014, you volunteered to serve on the Charter Review Commission and attend meetings on an as needed basis. Your current term expires on June 30, 2016.

As of February 2014, City Council has established an Interview Committee to review board, commission, committee, and corporation member applications and reappointments. In an effort to follow the guidelines set forth by Council you may be contacted for a brief phone or in-person interview. If you are recommended for reappointment by the Interview Committee, it will be considered for approval by the City Council at the Regular Meeting scheduled on June 20, 2016 at 6:30 p.m.

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

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

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



Cristy McCauley, Place 6

Sincerely,


Zolaina R. Parker
City Secretary

Enclosure



AGENDA MEMORANDUM

DATE: June 9, 2016

TO: Honorable Members of the City Council

FROM: Hector F. Garcia, Mayor 

SUBJECT: Approval of ordinance to repeal Architectural Review Commission



Background/Information

The Architectural Review Commission (ARC) was established to make recommendations with regard to development and redevelopment within the Watauga Road District. The ARC can only provide guidance when requested and it is not mandatory for property owners, occupants, or developers to seek the advice of the ARC. Additionally, the adoption of Watauga: One Vision for Our Future Development Strategy will supersede the guidelines of the ARC.

Financial Implications:

N/A

Recommendation/Action Desired

Approval of the proposed ordinance repealing the Architectural Review Commission, and therefore eliminating Chapter 101, Article IV-including sections 101-86, 101-87, 101-88, 101-89, 101-90, 101-91, and 101-92, of the City of Watauga Code of Ordinances.

Attachment

1. City Attorney Opinion Letter
2. Proposed Ordinance

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

April 1, 2016

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

Via Email

Re: Ordinance Repealing the Architectural Review Commission

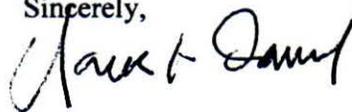
Dear Ms. Parker:

I have been requested to provide ordinance language to repeal Chapter 101, Article IV. - Architectural Review Commission, including sections 101-86, 101-87, 101-88, 101-89, 101-90, 101-91, and 101-92 of the Code of Ordinances.

Please find enclosed an Ordinance prepared by my office repealing Chapter 101, Article IV. - Architectural Review Commission, including sections 101-86, 101-87, 101-88, 101-89, 101-90, 101-91, and 101-92 of the Code of Ordinances. This Ordinance may be submitted 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

CC: Greg Vick, City Manager
Mayor Hector Garcia

Attachment 2

**CITY OF WATAUGA, TEXAS
ORDINANCE NO. _____**

A ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS REPEALING CHAPTER 101, ARTICLE IV. - ARCHITECTUARL REVIEW COMMISSION OF THE WATAUGA CODE OF ORDINANCES; PROVIDNG THAT SECTIONS 101-86, 101-87, 101-88, 101-89, 101-90, 101-91, AND 101-92 OF THE CODE OF ORDINANCES BE REPEALED IN ENTIRETY; PROVIDING THAT THE SAME SECTIONS BE RESERVED FOR FUTURE USE; 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

WHEREAS, the Architectural Review Commission is to make recommendations to the City Council regarding development and redevelopment within the Watauga Road District using the Watauga Road District guidelines as design parameters; and

WHEREAS, the Architectural Review Commission can only provide advice and guidance when requested a property owner, occupant, or developer within the Watauga Road District; and

WHEREAS, a property owner, occupant, or developer within the Watauga Road District was under no obligation to seek the advice or guidance of the Architectural Review Commission; and

WHEREAS, because property owners, occupants, and developers were under no obligation to seek the guidance of the Architectural Review Commission; and

WHEREAS, the Architectural Review Commission did not conduct regular meetings therefore members became disenfranchised; and

WHEREAS, the Architectural Review Commission currently has only one active member where and the Code of Ordinance currently provides that the membership shall be no less than five and no more than seven; and

WHEREAS, City Council members have indicated they have found citizens reluctant to serve on the Architectural Review Commission for reasons listed above; and

WHEREAS, the adoption of Watauga: One Vision for Our Future Development Strategy will supersede the information and guidelines for the Watauga Road District.

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

I.

Chapter 101, Article IV. - Architectural Review Commission, including sections 101-86, 101-87, 101-88, 101-89, 101-90, 101-91, and 101-92, of the Code of Ordinances be repealed.

II.

The section numbers 101-86, 101-87, 101-88, 101-89, 101-90, 101-91, and 101-92 of the Code of Ordinances shall be reserved for future use.

III.

If any section, sub-section, 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 the Ordinance.

IV.

This Ordinance 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 25th day of April, 2016.

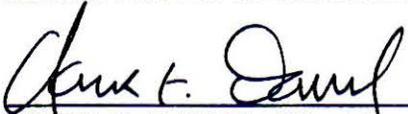
APPROVED:

Hector F. Garcia, Mayor

ATTEST:

ZOLAINA R. PARKER, City Secretary

APPROVED AS TO FORM AND LEGALITY:



MARK G. DANIEL, City Attorney



**OFFICE OF THE MAYOR
INTEROFFICE CORRESPONDENCE**

MOVED

DATE: June 20, 2016
TO: Honorable Members of the City Council
FROM: Hector F. Garcia, Mayor
SUBJECT: Appointment of City Council Liaisons

Background/Information

Resolution No. 01-12-10-01 establishes Council Liaisons for Boards, Committees and Commissions within the City to provide for the exchange of information between the City Council and the various Boards, Committees and Commissions. Council Liaisons are appointed by the Mayor with the approval of the City Council for a term of one (1) year. Appointments are made at the Regular City Council Meeting in June of each year or at any time a liaison appointment becomes necessary.

The Primary Liaison is responsible for attending meetings of the respective Boards, Committees and Commissions and for notifying the Alternate Liaison in instances where the Primary Liaison cannot attend a specific meeting.

Financial Implications:

N/A

Recommendation/Action Desired

Based on input received from members of the Council, I hereby recommend the following City Council Members be appointed to serve as Primary and Alternate Liaisons to the Boards, Committees and Commissions listed below.

Board/Commission	Primary Liaison	Alternate Liaison
Board of Appeals	Hal Gerhardt	<i>JAMES WRIGHT</i>
Charter Review Commission	Robert Davis	Lee Griffin
Library Board	<i>PAT SHELBORNE</i>	Lee Griffin
Planning & Zoning Commission	<i>PAT SHELBORNE</i>	<i>Hector Garcia</i>
Zoning Board of Adjustment	Melva Clark	Hal Gerhardt
WIN Committee	Hal Gerhardt	Melva Clark

Attachment

1. Copy of Resolution No. 01-12-10-01

Attachment 1

CITY OF WATAUGA, TEXAS

RESOLUTION NO. 01-12-10-01

A RESOLUTION AMENDING RESOLUTION NO. 95-6-12 GOVERNING COUNCIL LIAISONS; SPECIFYING THE PURPOSE FOR COUNCIL LIAISONS; SPECIFYING METHOD OF APPOINTMENT AND TERMS FOR COUNCIL LIAISONS; SPECIFYING DUTIES AND LIMITATIONS; PROVIDING THAT ALL RESOLUTIONS IN CONFLICT HEREWITH ARE REPEALED TO THE EXTENT THAT THE SAME ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Watauga desires that communication and exchange between the City Council and City boards, commissions, associations, corporations and City related entities be as effective, efficient and expedient; and

WHEREAS, the utilization of Council liaisons to City boards, commissions, associations, and other City related organizations and entities will further such communications and exchanges.

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

I.
DEFINITION AND PURPOSE

The City Council may appoint its members to serve as City Council liaisons between the City Council and City boards, commissions, associations, corporations, and other City related organizations and entities. The City Council liaisons will provide communication and exchange of information between the City Council and City related entities. Council liaisons are encouraged to attend meetings of City related entities.

II.
APPOINTMENT AND TERMS

City Council liaisons shall be appointed by the Mayor with the approval of the City Council for a term of one year and for other periods deemed necessary and in the best interests of the City. Appointments shall be made at the second regular City Council meeting in June of each year or any other time a liaison appointment becomes necessary and in the best interests of the City. The City Council may, with just cause, remove a liaison by majority vote. In the event, for any reason, a liaison position becomes vacant, the Mayor shall appoint a new liaison member for the unexpired term, subject to the approval of the City Council. If the Mayor fails to make an appointment to fill any vacancy within sixty (60) days from the date of the vacancy or expiration, the remaining members of the City Council may, by majority vote, make an appointment without the Mayor's recommendation.

III.
DUTIES AND LIMITATIONS

The duties of a City Council liaisons are to act in an advisory capacity and provide guidance, communication and exchange to the City related entity in matters pertaining to City administration. Further, the City Council liaison shall provide interface with City staff, the City Attorney, and the full City Council in any matters that may arise. City Council liaisons shall not preside over the meetings or vote on any matter that comes before the body of the City related entity, but shall have the right to fully participate in all discussions of matters that come before the respective entity. At no time shall the liaison act outside the scope of the City of Watauga Home Rule Charter.

IV.

All Resolutions, or portions thereof, of the City of Watauga in conflict with the provisions of this Resolution to the extent that such are in conflict, are hereby repealed. To the extent that such Resolution or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

V.

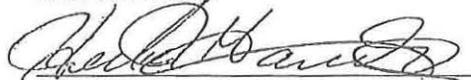
If any section, subsection, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of the Resolution which shall remain in full force and effect.

VI.

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

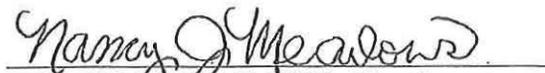
PASSED AND ADOPTED by the City Council of the City of Watauga, Texas on this 10th day of December, 2001.

APPROVED:



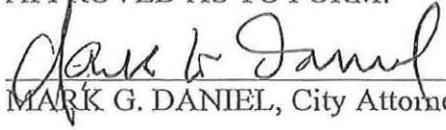
HECTOR F. GARCIA, MAYOR

ATTEST:



NANCY J. MEADOWS, City Secretary

APPROVED AS TO FORM:


MARK G. DANIEL, City Attorney



AGENDA MEMORANDUM

DATE: June 7, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Glen Fowler, Chief of Police *GF*
 Sandra Gibson, Director of Finance *SG*
 Bradley Fraley, Chief Information Officer

THROUGH: Greg Vick, City Manager *GV*

SUBJECT: Discussion and action on approval of Master Services and Purchasing Agreement with TASER International, Inc. for the TASER Body-Worn Camera Program

BACKGROUND/INFORMATION:

In recent months, events have taken place proving body-worn cameras provide a perspective that can enhance prosecution and reduce liability. Complaints against officers and the Police Department can often be resolved quickly. While we do currently use a limited number of body-worn cameras, they are all out of warranty and several have ceased to function. Repair of the cameras would be cost prohibitive. In light of these recent events, some Council Members conveyed an interest in the purchase of body cameras for Police Officers.

The Watauga Police Department staff has been researching the best option for possible use by department personnel. After several months of evaluations, trials and demonstrations of many different manufacturers, the TASER body camera stands out above the rest for value and capabilities. The TASER camera program with camera replacement and cloud media storage reduces concerns of equipment becoming outdated prior to end of life and does not require extra services from Watauga IT.

Quotes were obtained from TASER International in the amount of \$196,065.75 for the purchase of thirty-seven (37) body cameras, equipment, support, license, and storage for a five-year body-worn camera program. The five-year breakdown of costs is outlined under the Financial Implications section of this memorandum. The quote received is utilizing BuyBoard Cooperative Contract # 500-15.

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:

The total cost of the TASER Body-Worn Camera Program is \$196,065.75 over a period of five years. This includes the total cost of the equipment, hardware, license, storage, support and maintenance. The funding requirements and funding sources for the TASER Body-Worn Camera Program are as follows:

	YEAR	AMOUNT	FUNDING SOURCE
1	FY2015-16	\$58,470.50	Narcotics Seizures \$36,445.00 General Fund \$22,025.50
2	FY2017-18	\$36,672.00	Crime Control and Prevention District
3	FY2018-19	\$36,672.00	Crime Control and Prevention District
4	FY2019-20	\$36,672.00	Crime Control and Prevention District
5	FY2020-21	\$27,491.50	Crime Control and Prevention District

RECOMMENDATION/ACTION DESIRED:

The Watauga Police Department respectfully recommends the approval of the Master Services and Purchasing Agreement between TASER International, Inc. and the City of Watauga for the TASER Body-Worn Camera Program.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

- 1) Approval memo from Brad Fraley CIO Watauga IT
- 2) Letter from City Attorney Mark Daniel
- 3) TASER program Quote
- 4) Master Services and Purchasing Agreement from TASER International, Inc.

Attachment 1



DATE: June 7, 2016

TO: Glen Fowler
Robert Parker

FROM: Bradley A. Fraley, CIO *Bradley A. Fraley*

SUBJECT: Taser Body Camera and Digital Evidence Storage Proposal

I am in receipt of the quote and Master Services and Purchasing Agreement you provided from Taser International regarding body worn cameras and digital evidence storage.

As you are aware, the existing back office configuration we currently have in place to support camera footage is nearing end of life (EOL) and lacks adequate storage capacity to add any recording devices without significant cost.

Also, because I have examined the cameras and accessories included in the proposal in person, and given the value in safety and reliability of cloud storage and the devices that the system provides, from an I.T. perspective, I am in full support of your decision to move forward with Taser Body Cameras and Digital Evidence Storage.

Thank you.

Attachment 2

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

June 2, 2016

Via Email

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

Re: Taser International, Inc. Agreement

Dear Ms. Parker:

Pursuant to the request of Chief Glen Fowler, I have reviewed the Master Services and Purchasing Agreement between Taser International, Inc. and the Watauga Police Department along with Quote No. Q-4312-8 included with this Agreement.

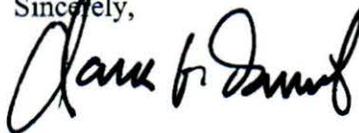
I approve of these documents and would recommend that this Agreement and Quotation be submitted to the City Council for consideration at its next meeting.

Since this agreement is being presented to the City Council for approval, the vendor is subject to the requirements of Texas Government Code Section 2252.908. This will necessitate that the vendor submit a Certificate of Interested Parties Form/Form 1295 to the Texas Ethics Commission. The completed Form 1295 and certification of filing must be submitted to the City at the time the vendor submits the signed agreement to the City. Texas Government Code 2252.908(f). The City of Watauga must use the Texas Ethics Commission's online filing application to acknowledge that the City has received the signed/notarized Form 1295 not later than the 30th day after the date the contract binds all parties. The Texas Ethics Commission's rules provide that the business entity must include on Form 1295 an identification number used by the City of Watauga to trace or identify the contract for which the form is being filed.

Ms. Zolaina Parker
City of Watauga
June 2, 2015
Page 2

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,

A handwritten signature in black ink, appearing to read "Mark G. Daniel". The signature is written in a cursive, flowing style.

MARK G. DANIEL
City Attorney for the City of Watauga

MGD/tp

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

Attachment 3

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: (480) 658-0673

Glen Fowler
 (972) 345-0750
 gfowler@wataugatx.org



Quotation

Quote: Q-41312-9
 Date: 5/18/2016 7:15 AM
 Quote Expiration: 6/30/2016
 Contract Start Date*: 7/1/2016
 Contract Term: 5 years

AX Account Number:
 108329

Bill To:
 WATAUGA POLICE DEPT. - TX
 7101 WHITLEY ROAD
 WATAUGA, TX 76148
 US

Ship To:
 Glen Fowler
 WATAUGA POLICE DEPT. - TX
 7101 WHITLEY ROAD
 WATAUGA, TX 76148
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Kyle Panasewicz	(480) 905-2071	kylep@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1 Evidence.com + Hardware Due Net 30 Pro- BuyBoard 500-15
 rated from 7/1/16 - 9/30/17

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
37	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 14,763.00	USD 0.00	USD 14,763.00
37	74018	Z-BRACKET MOUNT, MENS, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
37	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
37	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
37	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 210.00	USD 210.00	USD 0.00
6	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 8,970.00	USD 6,727.50	USD 2,242.50
6	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 270.00	USD 1,620.00	USD 0.00	USD 1,620.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
37	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 1,185.00	USD 43,845.00	USD 7,400.00	USD 36,445.00
1,480	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	85144	AXON STARTER	USD 2,500.00	USD 2,500.00	USD 1,500.00	USD 1,000.00
1	85146	AXON 1-DAY SERVICE	USD 2,000.00	USD 2,000.00	USD 1,000.00	USD 1,000.00
14	70112	AXON SIGNAL UNIT	USD 279.00	USD 3,906.00	USD 3,906.00	USD 0.00
1	50139	AXON CONVERT	USD 1,500.00	USD 1,500.00	USD 100.00	USD 1,400.00
37	70116	PPM, SIGNAL	USD 89.99	USD 3,329.63	USD 3,329.63	USD 0.00
Year 1 Evidence.com + Hardware Due Net 30 Pro-rated from 7/1/16 - 9/30/17 Total Before Discounts:						USD 82,643.63
Year 1 Evidence.com + Hardware Due Net 30 Pro-rated from 7/1/16 - 9/30/17 Discount:						USD 24,173.13
Year 1 Evidence.com + Hardware Due Net 30 Pro-rated from 7/1/16 - 9/30/17 Net Amount Due:						USD 58,470.50

Spares

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
3	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	74018	Z-BRACKET MOUNT, MENS, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Spares Total Before Discounts:						USD 0.00
Spares Net Amount Due:						USD 0.00

Year 2 Evidence.com Due October 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
6	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,296.00	USD 0.00	USD 1,296.00
37	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 35,076.00	USD 0.00	USD 35,076.00
1,480	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	50140	AXON CONVERT SUPPORT AND MAINTENANCE	USD 350.00	USD 350.00	USD 50.00	USD 300.00
Year 2 Evidence.com Due October 2017 Total Before Discounts:						USD 36,722.00
Year 2 Evidence.com Due October 2017 Discount:						USD 50.00
Year 2 Evidence.com Due October 2017 Net Amount Due:						USD 36,672.00

Year 3 Evidence.com Due October 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
6	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,296.00	USD 0.00	USD 1,296.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
37	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 948.00	USD 35,076.00	USD 0.00	USD 35,076.00
1,480	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	50140	AXON CONVERT SUPPORT AND MAINTENANCE	USD 350.00	USD 350.00	USD 50.00	USD 300.00
Year 3 Evidence.com Due October 2018 Total Before Discounts:						USD 36,722.00
Year 3 Evidence.com Due October 2018 Discount:						USD 50.00
Year 3 Evidence.com Due October 2018 Net Amount Due:						USD 36,672.00

Year 4 Evidence.com Due October 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
6	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,296.00	USD 0.00	USD 1,296.00
37	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	USD 948.00	USD 35,076.00	USD 0.00	USD 35,076.00
1,480	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	50140	AXON CONVERT SUPPORT AND MAINTENANCE	USD 350.00	USD 350.00	USD 50.00	USD 300.00
Year 4 Evidence.com Due October 2019 Total Before Discounts:						USD 36,722.00
Year 4 Evidence.com Due October 2019 Discount:						USD 50.00
Year 4 Evidence.com Due October 2019 Net Amount Due:						USD 36,672.00

Year 5 Evidence.com Due October 2020 Pro-rated from 10/1/20 - 6/30/21

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
6	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 162.00	USD 972.00	USD 0.00	USD 972.00
37	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	USD 711.00	USD 26,307.00	USD 0.00	USD 26,307.00
1,480	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	50140	AXON CONVERT SUPPORT AND MAINTENANCE	USD 262.50	USD 262.50	USD 50.00	USD 212.50
Year 5 Evidence.com Due October 2020 Pro-rated from 10/1/20 - 6/30/21 Total Before Discounts:						USD 27,541.50
Year 5 Evidence.com Due October 2020 Pro-rated from 10/1/20 - 6/30/21 Discount:						USD 50.00
Year 5 Evidence.com Due October 2020 Pro-rated from 10/1/20 - 6/30/21 Net Amount Due:						USD 27,491.50

Subtotal	USD 195,978.00
Estimated Shipping & Handling Cost	USD 87.75
Grand Total	USD 196,065.75

Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between 8-10 weeks after purchase date. Axon Fleet is available for delivery between August 1, 2016 and August 14, 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

Signal Performance Power Magazine (SPPM) Pre-order

Thank you for your interest in the Signal Performance Power Magazine (SPPM). This pre-order is a commitment to purchase the SPPM. The SPPM is available for delivery starting in June 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

Buyboard 500-15

This quote includes a \$200 discount per device for full deployment with Unlimited Evidence.com coverage under the Standard Issue Grant program.

The first year payment covers the period 7/1/2016-9/30/2017 for a total of 15 months. Each out year payment is due in October, so the last payment covers the period 10/1/2020-6/30/2021.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at www.taser.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (if needed):	_____		

Quote: Q-41312-9

Please sign and email to Kyle Panasewicz at kylep@taser.com or fax to (480) 658-0673

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.
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Attachment 4



MASTER SERVICES AND PURCHASING AGREEMENT

between

TASER INTERNATIONAL, INC.

and

WATAUGA POLICE DEPT. - TX

CITY Agreement Number:



MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and WATAUGA POLICE DEPT. - TX, (**Agency, Party** or collectively **Parties**) having its principal place of business at 7101 WHITLEY ROAD, WATAUGA, TX, 76148, is entered into as of June, 30, 2016 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote # Q-41312 (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the Parties agree as follows:

1 Term. This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

1.1 Evidence.com Subscription Term: The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of the initial Term at the list price then in effect, unless the Agency gives TASER written notice of termination within sixty (60) days prior to the end of a one (1) year period.

1.2 Professional Services Term: Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 Definitions.

"Business Day" means Monday through Friday, excluding holidays.

"Confidential Information" means all nonpublic information disclosed by TASER, TASER affiliates, business partners of TASER or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means TASER web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

"Policies" means the Trademark Use Guidelines, all restrictions described on the TASER website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.



"Products" means all TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by TASER under this Agreement.

"Quote" is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and TASER reserves the right to cancel any orders resulting from such errors. TASER reserves the right to adjust prices or Products unless otherwise specified in the Quote.

"Resolution Time" means the elapsed time between TASER's acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of TASER's reasonable control.

"Services" means all services provided by TASER pursuant to this Agreement.

"Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

- 3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees.
- 4 **Taxes.** Unless TASER is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** TASER reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by TASER. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing TASER written notice of rejection within 10 days of shipment. Failure to notify TASER within the 10 day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
 - 7.1 **Hardware Limited Warranty.** TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or



replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.2 Warranty Limitations.

7.2.1 The warranties do not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

7.2.2 **To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**

7.2.3 **TASER's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.**

7.3 **Warranty Returns.** If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

7.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

7.3.3 A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

8 **Product Warnings.** See our website at www.TASER.com for the most current product warnings.

9 **Design Changes.** TASER reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.



- 10 Insurance.** TASER will maintain at TASER's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.
- 11 Indemnification.** TASER will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.
- 12 IP Rights.** TASER owns and reserves all right, title, and interest in the TASER Products and related software, as well as any suggestions made to TASER.
- 13 IP Indemnification.** TASER will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of TASER Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide TASER with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.

TASER has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by TASER; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by TASER; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14 Agency Responsibilities.** The Agency is responsible for (i) use of TASER Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of TASER products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.
- 15 Termination.**
- 15.1 By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and TASER fails to cure the material breach or default, TASER will issue a refund of any prepaid amounts on a prorated basis.
- 15.2 By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be



made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.

- 15.3 Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.
- 15.4 After Termination.** TASER will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. TASER has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, TASER will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.
- 15.5 Post-Termination Assistance.** TASER will provide Agency with the same post-termination data retrieval assistance that TASER generally makes available to all customers. Requests for TASER to provide additional assistance in downloading or transferring Agency Content will result in additional fees and TASER will not warrant or guarantee data integrity or readability in the external system.

16 General.

- 16.1 Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. All TASER Pricing is considered confidential and competition sensitive.
- 16.2 Excusable delays.** TASER will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.
- 16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 16.4 Proprietary Information.** The Agency agrees that TASER has and claims various proprietary



rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. TASER may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might



arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

16.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

TASER: TASER International, Inc.
ATTN: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@taser.com

AGENCY:

16.15 Entire Agreement. This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If TASER provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

TASER International, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____
Address: 17800 N. 85th Street Scottsdale, AZ 85255

WATAUGA POLICE DEPT. - TX

Signature: _____
Name: _____
Title: _____
Date: _____
Address: 7101 WHITLEY ROAD, WATAUGA, TX, 76148

Attn: Contracts

Email: contracts@taser.com



Evidence.com Terms of Use Appendix

- 1 **Access Rights.** Upon the purchase or granting of a subscription from TASER and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.

- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and TASER obtains no rights to the Agency Content and the Agency Content are not business records of TASER. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. TASER will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.

- 3 **Evidence.com Data Security.**
 - 3.1. **Generally.** TASER will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. TASER will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact TASER immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

 - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, TASER agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

- 4 **Our Support.** TASER will make available updates as released by TASER to the Evidence.com Services. Updates may be provided electronically via the Internet. TASER will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

- 5 **Data Privacy.** TASER will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. TASER will give notice



if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow TASER access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

- 6** **Data Storage.** TASER will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, TASER will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. TASER may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by TASER for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a TASER device. For use of Totally Unlimited Evidence.com Licenses TASER reserves the right to limit the types of content the Agency can store and share using the Services.
- 7** **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. TASER reserves the right to charge additional fees for exceeding purchased storage amounts or for TASER's assistance in the downloading or exporting of Agency Content.
- 8** **Suspension of Evidence.com Services.** TASER may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
- 8.1.** The Termination provisions of the Master Service Agreement apply;
 - 8.2.** The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject TASER, TASER's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3.** If TASER suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. TASER will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9** **Software Services Warranty.** TASER warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. TASER disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 10** **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g)



resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).



Professional Services Appendix

1 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

1.1. The Package for the Axon and Evidence.com related Services are detailed below:

<p>System set up and configuration Setup Axon® Mobile on smart phones (if applicable). Configure categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable). Virtual assistance included.</p>
<p>Dock installation Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using "admin" credentials from Agency. Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment. Virtual assistance included.</p>
<p>Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.</p>
<p>Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.</p>
<p>Axon instructor training Prior to general user training on Axon camera systems and Evidence.com services, TASER's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.</p>
<p>End user go live training and support sessions Provide individual device set up and configuration assistance, pairing with viewers when applicable, and training on device use, Evidence.com and EVIDENCE Sync.</p>
<p>Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go live review session</p>

1.2. Additional training days may be added on to any service package for additional fees set forth in the Quote.

2 **Out of Scope Services.** TASER is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.

3 **Delivery of Services.**

3.1. **Hours and Travel.** TASER personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in



advance. Travel time by TASER personnel to Agency premises will not be charged as work hours performed.

3.2. Changes to Services. Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.

- 4 Authorization to Access Computer Systems to Perform Services.** The Agency authorizes TASER to access relevant Agency computers and network systems solely for the purpose of performing the Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 5 Site Preparation and Installation.** Prior to delivering any Services, TASER will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or TASER), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by TASER under this Agreement, including the environmental specifications for the Products, TASER will provide the updates or modifications to Agency when they are generally released by TASER to TASER customers.
- 6 Acceptance Checklist.** TASER will present an Acceptance Checklist (**Checklist**) upon completion of the Services that will exactly mirror the description of services within this Section. The Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that TASER did not complete the Services in substantial conformance with this Agreement, the Agency must notify TASER in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. TASER will address the issues and then will re-present the Checklist for approval and signature. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Checklist, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.
- 7 Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely backup copies of Agency software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, even if such damage, loss, or corruption is due to TASER negligence. However, regardless of any assistance provided by TASER: (i) TASER will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; (ii) any assistance provided by TASER under this Section is without warranty, express or implied; and (iii) in no event will TASER be liable for loss of, damage to, or corruption of Agency data from any cause.



TASER Assurance Plan Appendix

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.

- 2 **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.

- 3 **SPARE Product.** TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.
 - 3.1. Within 30 days of the end of the TAP Term the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.

- 4 **TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the products to TASER or TASER will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.



4.1. TAP Axon Camera Upgrade Models.

4.1.1. If the Agency purchased TAP for Axon Cameras as a stand-alone service, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

4.1.2. If the Agency purchased Unlimited License or OSP, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

4.2. TAP Dock Upgrade Models. TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

5 TAP Termination. If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs. TASER will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

5.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

5.2. TASER will not and has no obligation to provide the free Upgrade Models.

5.3. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

5.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

5.5. If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to TASER within 30 days of the date of termination.



AGENDA MEMORANDUM

DATE: June 13, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Zolaina R. Parker, City Secretary 

SUBJECT: Submission of Agenda Item Regarding Landscape Regulations

BACKGROUND/INFORMATION:

Council Member Davis submitted a request for an agenda item to be placed on the agenda on June 3, 2016, in accordance with the Rules and Procedures of the Council per Resolution 13-02-25-03.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

Review item as presented by Council Member Davis.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

- 1) Memo from Council Member Robert Davis
- 2) Current Landscape Regulations-Section 115.117

Attachment 1

Please submit this to the agenda for Council Meeting, June 20, 2016

New Business

Discussion and action on eliminating from Chapter 14, Article 14.05.004, b2, number 2 and part of number 3 as it contradicts the Development Strategy adopted April 25, 2016.

Robert Davis, Council Member Place 7

In (2 RIGHT OF WAY) number 2 would be eliminated.

~~Landowners are prohibited from planting shrubbery, trees, or ornamental trees in publicly owned right of way areas. This prohibition shall not apply to shrubbery, trees and ornamental trees already in place in the public right of way prior to the passage of this chapter. This prohibition shall also not apply to permanent structures authorized by the zoning ordinance or to traffic control, signs and signals, street signs, or utility poles placed within the right of way area by duly authorized personnel.~~

In number 3, line 1 thru 6, the following words will be eliminated:

~~already in place in the public right of way areas prior to the passage of this chapter, it shall be unlawful to maintain, or permit or cause to be maintained any tree, shrub, or plant within any right of way area, including~~

Development Strategy

Examples:

See pages iii Chapter 213, P iv Community and Neighborhood. P v. Land Use and Economic Development. P 67. Picture. P 88. Picture, and P 99. illustrations.

Attachment 2

Sec. 115-117. - Landscape regulations.

(a) Purpose. The purpose and intent of this section is as follows:

- (1) Stabilizing ecological balance.** To aid in stabilizing the environment's ecological balance by contributing to the processes of air purification, oxygen regeneration, groundwater recharge, and stormwater runoff retardation, while at the same time aiding in noise, glare and heat abatement.
- (2) Retention of native vegetation.** To ensure that the local stock of native trees and vegetation is retained and replenished.
- (3) Adequate light and air.** To assist in providing adequate light and air and in preventing overcrowding of land.
- (4) Visual buffering.** To provide visual buffering and enhance the beautification of the city.

(b) Landscaping standards for one- and two-family dwellings.

- (1) All one- and two-family dwellings shall have installed not less than 14 locally adapted shrubs and two two-inch caliper locally adaptable large trees to be located within the front yard. All lawns shall be hydromulched or block sodded covering 100 percent of the front and side yards. Such required landscaping shall be in a thriving condition at the time of final inspection of the main structure.**
- (2) Right-of-way.**
 - a. Landowners are encouraged to install and maintain turf grass native to the North Texas region in non-paved publicly owned street right-of-ways abutting their land; provided, however:**
 - 1. Removal of landscaping.** The city may at any time remove or require the landowner to remove any landscaping located within any right-of-way or public easement for the purpose of public safety, access to utilities and to perform any public improvements within said right-of-way or public easement.
 - 2. Landowners are prohibited from planting shrubbery, trees, or ornamental trees in publicly owned right-of-way areas. This prohibition shall not apply to shrubbery, trees and ornamental trees already in place in the public right-of-way prior to the passage of this chapter. This prohibition shall also not apply to permanent structures authorized by the zoning ordinance or to traffic-control, signs and signals, street signs, or utility poles placed within the right-of-way area by duly authorized personnel.**
 - 3. In connection with shrubbery, trees, or ornamental trees already in place in the public right-of-way areas prior to the passage of this chapter, it shall be unlawful to maintain, or permit or cause to be maintained any tree, shrub, or plant within any right-of-way area, including within the intersection visibility triangle, which would interfere with the vehicular traffic on any adjacent or any intersecting street, obscure the view of persons lawfully operating motor vehicles on any adjacent or intersecting streets or interfere with or obstruct the accessibility or passage by pedestrians on public sidewalks. Tree limbs or branches on trees or ornamental trees (regardless of whether such existed in the public right-of-way prior to the passage of this chapter) shall be no less than 14 feet in height above any portion of a street, or eight feet in height above any portion of a sidewalk so as not to interfere with the free passage of vehicles, obscure the view of motor vehicle operators, interfere with or obstruct the ability to view any traffic-control device or street sign, cause or create a traffic hazard, interfere with or obstruct the accessibility or passage of pedestrians on public sidewalks.**
 - 4. For purposes of this section, the term "intersection visibility triangle" means a triangle sight area, at all intersections, which shall include that portion of public right-of-way**

and any corner lot within a triangle formed by a diagonal line extending through points on the two property lines 25 feet from the street corner intersection of the property lines (or that point of intersection of the property lines extended) and intersection of the curblines.

- (c) Landscaping standards for buildings and structures other than one- or two-family dwellings.
- (1) Area required. On all lots, not less than 15 percent of the area of the front and side yards visible from an adjacent street shall be landscaped area. All of the required landscaped areas shall be located in the front and side yards visible from an adjacent street and parking lots.
 - (2) Trees required. At least one large tree of at least three inches in diameter and 12 feet in initial height shall be provided as follows:
 - a. Street yards less than 10,000 square feet. In front and side yards visible from the adjacent street totaling less than 10,000 square feet, one tree per 1,000 square feet, or fraction thereof, of the street yard.
 - b. Street yards more than 10,000 square feet. In front and side yards visible from adjacent street totaling more than 10,000 square feet, ten trees plus one per 2,000 square feet, or fraction thereof, of the street yard.
 - c. Credit for existing trees. An existing or planted tree of at least six inches in diameter and at least 15 feet in height shall be considered as two trees for purposes of satisfying this requirement. All newly planted trees shall be planted in permeable areas of not less than three feet in diameter.
 - d. Ornamental trees. In lieu of one large tree, two small or ornamental trees (as listed on the plant list contained herein) may be used. Said small trees shall be a minimum of six feet in height at the time of planting. Not more than 50 percent of the required large trees may be substituted by installing ornamental trees at a rate of two ornamental trees to one large tree.
 - e. Right-of-way. No trees shall be planted in the right-of-way.
 - (3) Shrubbery required. Not less than one shrub shall be required for every 50 square feet of the area required to be landscaped. Placement of such shrubbery shall be taken into consideration as to the plant at full maturity, and be located in the right-of-way or so as not to conflict with vehicular or pedestrian traffic visibility.
 - (4) Groundcover required. Not less than ten percent or more than 40 percent of the landscape shall be maintained in groundcover. The remaining landscaped area shall be maintained in lawn grasses and mulch used around bedding plants, shrubs and trees. All groundcover areas shall be kept clear of weeds and undergrowth.
 - (5) Parking lots and vehicular use areas. A minimum amount of the total area of all vehicular use areas shall be devoted to landscaped islands, peninsulas, or medians.
 - a. Street and yard area. The minimum total area in such islands, peninsulas, and medians in the street yard shall be 90 square feet for each 12 parking spaces. Landscape islands, peninsulas, and medians located in the street yard may be included in calculating the minimum required landscape in the street yard.
 - b. Non-street yard area. The minimum total area in such islands, peninsulas, and medians in the non-street yard shall be 60 square feet for each 12 parking spaces.
 - c. Distribution of islands, medians and peninsulas. The number, size, and shape of islands, peninsulas, and medians, in both street and non-street yards shall be at the discretion of the applicant. All required islands, peninsulas, and medians shall be more or less evenly distributed throughout such parking areas, respectively. However, the distribution and location of landscaped islands, peninsulas, and medians may be adjusted to accommodate existing trees or other natural features so long as the total area requirements for

landscaped islands, peninsulas and medians for the respective parking areas above is satisfied.

- d. Construction and landscaping of islands, medians, and peninsulas. Whenever the design and construction of islands, medians, and peninsulas permits, the same shall be landscaped with grass, shrubbery, or groundcover, and construction of the same in solid concrete or blacktop should be avoided whenever possible.
- (6) Indiscriminate clearing prohibited. The existing natural landscape character (especially native oak, elm, and pecan trees) shall be preserved to the extent reasonable and feasible. In an area of the street yard containing a stand of trees, the applicant shall use his best good faith efforts to preserve such trees. In determining compliance with this subsection, the director of public works shall consider topographical constraints on design, drainage, access and egress, utilities, and other factors reasonably related to the health, safety, and welfare of the public which necessitated disturbance of the existing natural character, the nature and quality of the landscaping installed to replace it, and such other factors as may be relevant and proper. Indiscriminate clearing or stripping of the natural vegetation is prohibited.
 - (7) Irrigation. All required landscaping shall be irrigated by an underground irrigation system approved by the administrator.
 - (8) Erosion control. All impervious areas shall be maintained with groundcover and shrubbery in a manner to control erosion.
 - (9) Protection. All required landscaped areas which are adjacent to the pavement shall be protected with concrete curbs or equivalent barriers (such as railroad ties, continuous border plants, or hedgerows).
 - (10) Obstruction prohibited. It shall be unlawful to set out, maintain, or permit or cause to be set out or maintained any shrubbery, flowers, or plants within any right-of-way area or public easement area or the intersection visibility triangle, which exceeds two feet in height above curb level.
 - (11) Maintenance. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding, and other such activities common to the maintenance of landscaping. Landscaping areas shall be kept free of trash, litter, weeds, and other such materials or plants not a part of the landscaping. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant material which dies shall be replaced with plant material of similar variety and size.
 - (12) Right-of-way. Landowners are permitted to landscape non-paved publicly owned street right-of-way abutting their land; provided, however:
 - a. Removal of landscaping. The city may remove or require the landowner to remove any landscaping located within any right-of-way or public easement for the purpose of public safety, access to utilities and to perform any public improvements within said right-of-way or public easement. Costs of replacement of landscaping, other than turf grass, removed or relocated by the city from or within the right-of-way or public easement, shall be borne by the property owner.
 - b. Limbs or branches on trees or ornamental trees, regardless of whether such existed in the public right-of-way prior to the passage of this chapter, which encroach into or over a street or right-of-way shall be permitted in the following configuration on residential streets:

	Minimum Height Above Street
At curblines	8 feet

One foot out from curb	9.5 feet
Two feet out from curb	11 feet
Three feet out from curb	12.5 feet
Four feet out from curb	14 feet
Five feet out from curb	15.5 feet
Six feet out from curb	17 feet
Seven feet out from curb	18.5 feet
Eight feet out from curb	20 feet

- c. Limbs or branches on trees or ornamental trees, regardless of whether such existed in the public right-of-way prior to the passage of this chapter, which encroach into or over a collector or arterial street or right-of-way shall be maintained at a minimum height of 14 feet above the street.
- d. Notwithstanding the above, no tree or ornamental tree shall be permitted to extend over a street or public right-of-way in a manner that obstructs or interferes with the passage of vehicles used in rendition of law enforcement, emergency, medical, emergency fire or refuse services. It shall be the responsibility of the property owner to adhere to and comply with the above standards.
- e. Species of trees permitted in right-of-way or public easement. The following species of trees will be permitted to be planted, grown or maintained in the public right-of-way or public easement:

Crape Myrtle	Texas Ash	Sweetgum
Golden Rain Tree	Bur Oak	Lace Bark Elm
Yaupon	Shumard Oak	Durand Oak
Redbud	Live Oak	Chinese Pistache
Texas Red Oak	Cedar Elm	Mexican Plum

- f. Species of trees not permitted in right-of-way or public easement. The following species of trees cannot be planted in the public right-of-way or public easement:

Hackberry	Sycamore	Silver Maple
Mulberry	Siberian Elm	Mimosa
Arizona Ash	Cottonwood	Willow

Other species of trees shall be subject to variance application and approval of the city council.

- (13) Parking lot lighting. Landscaping provided in vehicular and pedestrian use areas shall be designed so that the maturing of the landscaping will not conflict with the lighting scheme.
- (14) Recommended plants. All plants used to satisfy this chapter shall be a species common or adaptable to this area of Texas. The following is a list of recommended plant material type. The applicant may propose plants other than those listed if the plant is appropriate for the intended use.

RECOMMENDED PLANTS

Large Trees

Common Name	Botanical Name	Comments	Evergreen	Height	Growth	Water
Afghan Pine	Pinus elderica	Fast growing, drought tolerant	No	25-50'	Rapid	Mod
Bald Cypress	Taxodium distichum	Likes wet feet, fall color	No	50+	Mod	Moist
Bradford Pear	Pyrus calleryan "Bradford"	Shiny foliage, disease resistant	No	25-50'	Mod	Mod
Bur Oak	Quercus macrocarpa	Nice branching shade tree	No	50+	Rapid	Mod
Cedar Elm	Ulmus crassifolia	Nice for shade	No	25-50'	Mod	Mod
Lacebark Elm	Ulmus pavifolia	Fast growth, disease resistant	No	25-50'	Rapid	Mod
Live Oak	Quercus virginiana	Long lived	Yes	25-50'	Slow	Dry

Pecan	<i>Carya illinoensis</i>	Texas state tree, great for shade	No	70'	Mod	Moist
Pistache	<i>Pistachia chinensis</i>	Fall color, rapid growth	No	25'	Rapid	Mod
Red Oak	<i>Quercus shumardii</i>	Red fall color, excellent shade	No	50+	Rapid	Mod
Southern Magnolia	<i>Magnolia grandiflora</i>	Large evergreen	Yes	60-70'	Mod	Moist

Small Trees

Common Name	Botanical Name	Comments	Evergreen	Height	Growth	Water
Crepe Myrtle	<i>Lagerstroemia indica</i>	Summer blooms in many colors	No	<25'	Rapid	Mod
Japanese Black Pine	<i>Pinus thunbergi</i>	Evergreen ornamental	Yes	<25'	Mod	Mod
Mexican Plum	<i>Plumus mexicana</i>	Bright white flowers	No	<25'	Mod	Mod
Purpleleaf Plum	<i>Prunus cerasifera</i>	Purple foliage, flowers in spring	No	<25'	Rapid	Mod-dry
Redbud	<i>Cercis canadensis</i>	Pink flowers in spring	No	<25'	Mod	Mod
Yaupon Holly	<i>Ilex vomitoria</i>	Very hardy, great in small area	Yes	<25'	Rapid	Mod-dry

Shrubs

Common Name	Botanical Name	Comments	Evergreen	Height	Growth	Water
Dwarf Burford Holly	<i>Ilex cornuta</i> "Burfordii nana"	Shiny green leaf	Yes	5'	Mod	Mod
Dwarf Chinese Holly	<i>Ilex cornuta</i> "Rotunda"	Low rounded growth, tough	Yes	3'	Slow	Mod
Dwarf Yaupon	<i>Ilex vomitoria</i> "Nana"	Dense rounded growth	Yes	3'	Slow	Mod
Flowering Quince	<i>Chanomeles</i> "Texas Scarlet"	Red flower, early spring	No	6'	Mod	Mod
Forsythia	<i>Forsythia intermedia</i>	Yellow flower in early spring	No	6'	Mod	Mod
Japanese Barberry	<i>Berberis thunbergi</i>	Thorns, red foliage	Yes	2-5'	Slow	Mod
Nandina	<i>Nandina domestica</i>	Red winter foliage	Yes	6'	Rapid	Mod
Pampas Grass	<i>Cordateria selloana</i>	Fall flower	Yes	6'	Rapid	Mod
Photinia	<i>Photinia fraseri</i>	Tall, red foliage spring/fall	Yes	15'	Rapid	Mod
Sea Green Juniper	<i>Juniperus chinensis</i> "Sea Green"	Arching growth	Yes	6'	Mod	Mod
Spiraca	<i>Spiraca prunifolia</i>	White flower, April-May	No	6'	Mod	Mod
Tam Juniper	<i>Juniperus sabina</i> "Tam"	Low growth, tolerates	Yes	5'	Mod	Dry

		heat				
Texas Sage	Leucophyllum frutescens "Nana"	Gray foliage, blooms after rain	Yes	6'	Slow	Mod- dry

Groundcovers

Common Name	Botanical Name	Comments	Evergreen	Height	Growth	Water
Asian Jasmine	Trachelospermum	Rapid spread	Yes	1.5'	Rapid	Mod
Euonymus coloratus	Euonymus fortunei "Coloratus"	Winter color	Yes	1.5'	Mod	Mod
Juniper species	Jun. horizontalis, procumbens	Tolerates heat/drought	Yes	1.5'	Slow	Mod
Mondo grass	Ophiopogon japonicus	Small dark leaves	Yes	8"	Rapid	Mod
Monkey grass	Liriope muscari	Hardy, blue flower	Yes	1.5'	Rapid	Mod
Vinca/periwinkle	Vinca minor	Shade, blue flowers	No	1.5'	Rapid	Mod

(d) Approval procedures.

- (1) Landscape plan required. A landscape plan shall be required containing the following information:
 - a. Date, graphic scale, north arrow, title and name of applicant/owner.
 - b. Location of existing boundary lines and dimensions of the tract.
 - c. Approximate centerline of existing watercourses; location of significant drainage features; and the location and size of existing and proposed streets, alleys, utility and emergency access easements and sidewalks.

- d. Location, size, and type (tree, shrub, groundcover, or grass) of landscaping in proposed areas and location and size of proposed landscaped areas.
 - e. Location and species of existing trees having trunks of six inches or larger in diameter and the approximate size of their crowns.
 - f. Information necessary for verifying the required minimum amount of landscaped area.
 - g. Plans for protecting retained existing trees from damage during construction.
 - h. Location and size of the proposed irrigation system.
- (2) Professional requirement. Landscape plans for projects which incorporate more than two acres of lot area shall be prepared and signed by a licensed professional landscape architect. All irrigation plans shall be prepared and signed by a licensed irrigator or other professional authorized by the state to design such system.
 - (3) Plan approval. Landscaping and irrigation shall be installed in accordance with plans upon review and approval by the director of public works. Should the director of public works deny a landscaping scheme for noncompliance with the requirements, the applicant may, within seven days of the decision, appeal that decision to the board of adjustment. The board of adjustment shall be the final judge as to whether the proposed landscape plan complies with the intent of this chapter.
 - (4) Fee required. An inspection fee in an amount set by city council resolution shall be collected by the director of public works at the time of application for a building permit.
 - (5) Fiscal arrangements. If, at the time of an application for a certificate of occupancy, required landscaping is not yet in place for seasonal consideration, the applicant shall make fiscal arrangements (by bond, certificate of deposit or letter of credit) satisfactory to the city in the amount of \$2.00 per square foot of required landscaping not yet in place to ensure that such shall be installed. Any applicant making such fiscal arrangements shall also grant to the city a license to enter upon the land for the purpose of installing the required landscaping in the event that such landscaping is not installed by the applicant within nine months. Such fiscal arrangements shall be for a period of not less than 12 months.
- (e) Screening requirements.
- (1) Applicability. These regulations shall apply to all land within the city. Such screening regulations shall become applicable upon any change of use, ownership, occupancy or at such time as a building permit is applied for, except as otherwise specified by this chapter.
 - (2) Types of screening (in general). Where required, screening fences and walls shall be erected to a height not less than six feet and provide a visual barrier from adjacent properties and streets. Such screening shall be permanently and adequately maintained by the owner of the property on which the screening is required. Except for the landscape buffer, no screening fence or wall shall have more than 40 square inches of openings over any one square foot of fence or wall surface. Only the following types of screening shall qualify as meeting the requirements of this chapter:
 - a. Landscaped buffer. This type of screening shall consist of a landscaped strip of not less than five feet in width and shall include hedge-like shrubbery of evergreen planting materials capable of obtaining a minimum height of six feet within the first three years of initial planting. Such evergreen planting materials shall be planted at a minimum spacing of four feet on centers and be a minimum height of 2½ feet at initial planting. An automatic underground drip irrigation or sprinkler system shall be provided for all required landscaped buffer screens. Any landscaped buffer required by this chapter shall be maintained in a healthy thriving condition.
 - b. Fencing regulations.
 - 1. Fencing shall consist of wood panel, brick, rock, stone, wrought iron, fiberglass, vinyl, galvanized chain link, and wood composite material. The public works director may

approve other materials provided the material is expressly designed for fence installation and is resistant to sunlight and moisture.

2. Fences shall not exceed eight feet in height.
3. Newly constructed fences, or existing fences being repaired or replaced, shall be constructed with minimum 13 gauge metal posts for vertical supports. Hollow metal posts shall be capped. Wrought iron posts that are three inches square by 12 gauge, 2½ inches square by 14 gauge, or 2½ inches square by 13 gauge may also be used. Posts shall be set in concrete at least two feet in the ground. Metal posts shall be filled with concrete two feet above ground for fences that are eight feet in height.
4. Wood fences may be stained or have a clear sealer applied. Fiberglass, wrought iron, wood composite or vinyl fencing shall be a color compatible with the adjoining structures and shall be a subdued color to blend with surrounding neighborhood previously approved by the director of public works. When erected on residential property, painted wooden fences, fiberglass fences, or vinyl fences shall require the prior written approval of the director of public works to ensure compliance with city codes.
5. Fencing shall have the finished side facing out, with the posts placed inside, when facing public property, when facing a public thoroughfare, or when accessible to public view.
6. When a screen fence is required by ordinance in an LB Local Business District, GB General Business District, or C Commercial District, a masonry wall may be used. Where required, screening fences and walls shall be erected to a height of not less than six feet and shall provide a visual barrier from adjacent properties and streets.
7. No fence or enclosure shall extend closer to any street right-of-way than the building line in front, building line definition, being the front of the building or structure. On corner lots, the fence may not extend closer than 15 feet from the back of the curb.
8. No fence or gate shall be allowed to open, or front a channel, from an entrance from or to a side or back yard.
9. Fence gates shall not be constructed for access to a yard from a street without an approved drive approach.
10. Where side or rear lot lines of newly constructed residential or commercial property coincide with an adjacent street, a minimum six-foot masonry fence or wall is required as described below.
11. Masonry fences or walls shall be:
 - (i) Compatible in color with the adjoining structures and subdued in color to blend with the surrounding neighborhood;
 - (ii) Designed by an engineer licensed by the state; and
 - (iii) Properly engineered to withstand wind load, special load conditions and site drainage.
12. All fences shall be maintained in a good condition by the property owner including compliance with the following standards:
 - (i) The fence must be free of damage, breaks or missing components or parts;
 - (ii) Fence posts and rails with evidence of significant rot or deterioration must be replaced to keep the fence safe and prevent catastrophic failure;
 - (iii) Fences, retaining walls, and decorative walls that lean more than 15 degrees from vertical, buckling, sagging or deteriorating must be repaired or replaced with materials and color similar to its original construction; and

- (iv) Loose brick, stone, rock, mortar or similar materials on masonry walls and barriers shall be rebonded or similarly repaired.
 - c. Prohibited fencing. Prohibited fencing includes, but is not limited to, plywood, corrugated metal, chicken wire, cardboard, barbed wire, or electrical fences.
 - d. Swimming pool, spa, and hot tub fences. A six-foot permanent fence, wall, or bolted screen enclosure must be erected and maintained so as to completely enclose each swimming pool, spa, or hot tub. The fence, wall, or bolted screen enclosure must be constructed and equipped with a self-closing and latching gate, and equipped to accommodate a locking device that shall be located on the pool side of the gate, which must be locked when the swimming pool, spa, or hot tub is not in use. It shall be an affirmative defense to this section that a residential swimming pool has a power safety cover or that a spa or hot tub has a safety cover complying with ASTM F1346.
 - e. Fence permits. It is unlawful for any person to construct, replace, or cause to be constructed or replaced, a fence that is over 30 inches in height without first obtaining a fence permit from the public works department. It is an affirmative defense to this section that the person is repairing or partially replacing a residential fence due to deterioration or damage and it is determined by the public works department that a permit is not required. Fence permit fees will be based on the cost of construction per table 1-A in section 12-103.
 - f. Fence maintenance. So as not to be detrimental to public health and safety, all fences shall be maintained by the property owner or lessee and shall be kept clean and free from all hazards including, but not limited to, faulty and loose fastenings, nails, missing panels, missing boards, fiberglass panels, or missing/damaged sections. The director of public works shall be vested with authority to extend the time necessary for fence repairs not to exceed a period of 90 days from the time that the need for repair occurs.
 - g. Ribbed metal panel frame. A ribbed metal panel fence shall be suitably finished to blend with the primary structure and shall be erected on a structurally sound metal frame set in concrete. When a ribbed metal panel fence is required, a masonry wall described below may be used.
 - h. Masonry wall. A masonry fence or wall shall be constructed with the finish side out and of any of the following materials: native stone, brick, precast concrete panels with decorative finish, or decorative masonry unit. In no case shall more than 25 percent of the area of the wall be erected with common smooth-faced masonry units.
- (3) Screening required between uses and similar districts. Screening between an incoming use and a less intensive zoning district shall be provided prior to occupancy of the incoming use. Uses not specifically listed shall comply with the screening requirements for the listed use it most closely resembles. Said screening shall comply with the following table:

**MINIMUM SCREENING
BETWEEN USES AND DISTRICTS INCOMING USE**

	Single-Family Detached	Single-Family Attached	Duplex	Townhouse	Multifamily	Office Retail	Warehouse/Storage	Manufacturing Assembly
	SFD	SFA	DUP	TH	MF	COMM	WH	MFG

R-1	None	b	b	a & b	a & b	a & b	a & b	a & d
R-1A	None	None	b	b	a & b	a & b	a & b	a & d
R-2	None	None	None	b	a & b	a & b	a & b	a & d
R-3	None	None	None	None	b	a & b	a & b	a & d
C-1	None	None	None	None	None	None	c	c
C-2	None	None	None	None	None	None	c	c
C-3	None	None	None	None	None	None	c	c
M-1	None	None	None	None	None	None	None	c
M-2	None	None	None	None	None	None	None	None

(4) Trash collection areas other than single-family or two-family uses. No trash collection areas shall be located within the required front or street side yard or within ten feet of any property zoned for residential purposes. Trash collection areas shall be screened from adjacent properties and streets on a minimum of three sides with a screening fence meeting the standards of section 115-117(e), Screening fence. If the trash receptacle is to be a dumpster, it shall have wheel stops or bollards on all four sides to contain the dumpster and be located a minimum of 2½ feet inside the screening fence or wall. Said wheel stops shall be securely affixed to the pavement and shall be spaced to allow for drainage. A concrete pad shall be contained within the screened area and extend not less than 12 feet in front of the screen. Said concrete pad shall be not less than six inches thick and made of 3,000 psi concrete with number three rebar placed at 18 inches on center. Additionally, each screened area shall have constructed adjacent thereto a concrete approach ramp not less than six inches thick and made of 3,000 psi concrete with number three rebar placed at 12 inches on center.

(f) Open storage and use areas.

- (1) **Applicability.** This landscape section shall apply to all land within the city upon the effective date. Planned development, specific use permits, or other plans approved by city council specifically authorizing outside sales, storage, or display shall be permitted in accordance with the provisions established at approval.
- (2) **Residential uses.** In all residential districts, no open outside accessory storage or display of materials, commodities, or machinery shall be permitted, other than that which is incidental to the primary use of the property as a residence. Incidental storage is permitted behind the main structure provided the area devoted to storage is not more than 60 percent of the required rear yard. Said area shall be kept neat and clean and free of all tall grass and weeds, and must be screened from all adjacent properties and streets with a landscape buffer or screening fence as set forth in the preceding subsection. No materials shall be stacked to a height greater than the visual screen. Materials shall not be stored in a manner which would attract or harbor vermin.
- (3) **Nonresidential uses.** Except as otherwise specifically authorized by this chapter, all outdoor sales, storage, and display areas shall be located behind building lines and shall be screened with a screening fence as set forth in the preceding subsection. Any outside storage or outside use area established after the effective date of this ordinance shall be screened by a fence as set forth in the previous section unless the screen is visible from a public street, in which case that portion of the screen visible to the street, shall be masonry. Openings for access to the outside storage or outside use area shall be equipped with gates capable of screening the activities and user from view when closed. Such gates shall not be designed to swing outward towards the street. In no case may any materials be stored above the highest point of the screening provided.

(Code 2001, § 14.504; Code 2010, § 14.05.004; Ord. No. 1534, § I, 11-18-2013; Ord. No. 1548, § I(Exh. A), 3-24-2014)