



**AGENDA
WATAUGA CITY COUNCIL
REGULAR MEETING
MONDAY, JULY 25, 2016
CITY HALL COUNCIL CHAMBER, 7105 WHITLEY ROAD
IMMEDIATELY FOLLOWING CITY COUNCIL WORKSHOP
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.

REPORTS

1. Finance and Administration – Monthly Financial Report – expenses and revenues for all funds for the period ending on June 30, 2016
Sandra Gibson, Director of Finance and Administration, CGFO
2. Planning and Development – Quarterly update on Economic Development
Jacquelyn Reyff, Planning and Development 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 Quarterly Investment Report for the last quarter, Fiscal Year 2015-16 through June 30, 2016
Sandra Gibson, Director of Finance and Administration, CGFO
2. Approval of City Council Regular Meeting Minutes of June 20, 2016
Zolaina R. Parker, City Secretary
3. Approval of City Council Special Meeting Minutes of July 7, 2016
Zolaina R. Parker, City Secretary
4. Approval of a proposed resolution eliminating Sections 27.1, 27.2, 27.3, 27.4, 27.5, 27.6, 27.7, 27.8, 27.9, 27.10 and 27.11 replacing with policy 14.01 and eliminating Sections 27.12 and replacing with policy 14.03 of the City of Watauga Personnel, Administration and Financial Policies and Procedures Manual [CAPTION]
Marcia Reyna, Human Resources/Civil Service Director
5. Approval of Bid #:15-024 renewal of Financial Audit Services with Whitley Penn, LLP
Deby Woodard, Assistant Finance Director/Purchasing Manager
6. Acceptance of the Fiscal Year 2016-17 Watauga Parks Development Corporation Budget as adopted by the Watauga Parks Development Corporation Board of Directors; and setting a Public Hearing on the proposed budget for August 29, 2016 at 6:00 p.m., during a Special City Council Meeting
Sandra Gibson, Director of Finance and Administration, CGFO

PUBLIC HEARING

1. Planning and Zoning Case 16-04: Request for a zoning change from LB-Local Business to GB-General Business; and a Specific Use Permit (SUP) for Take 5 Oil Change, a proposed Auto, repair garage (light maintenance-oil change) at

7060 Denton Highway, legally described as Lot 1, Block 1, Westward Village Shopping Center Addition, located on the southeast corner of Denton Highway and Hightower Drive. Kimberly Banks, VRE Denton, LLC, owner, Take 5 Oil Change, LLC, applicant.

- a. Open Public Hearing
- b. Public Comments
- c. Close Public Hearing

2. Planning and Zoning Case 16-07: Request for a Specific Use Permit (SUP) for El Pollo Loco, a proposed Restaurant with drive-thru at 7900 Denton Highway, legally described as Lot 1, Block 2, Northpark Village Addition, located on the northeast corner of Denton Highway and North Park Drive. The property is zoned GB-General Business. Sultan Shamim and Sultan Manzurul, owners; Vaquero Ventures, applicant.

- a. Open Public Hearing
- b. Public Comments
- c. Close Public Hearing

NEW BUSINESS

1. Discussion and action on an ordinance approving a request for a zoning change from LB-Local Business to GB-General Business; and a Specific Use Permit (SUP) for Take 5 Oil Change, a proposed Auto, repair garage (light maintenance-oil change) at 7060 Denton Highway, legally described as Lot 1, Block 1, Westward Village Shopping Center Addition, located on the southeast corner of Denton Highway and Hightower Drive; also known as Planning and Zoning Case 16-04 [CAPTION]

Jacquelyn Reyff, Planning and Development Manager

2. Discussion and action on an ordinance approving a request for a Specific Use Permit (SUP) for El Pollo Loco, a proposed Restaurant with drive-thru at 7900 Denton Highway, legally described as Lot 1, Block 2, Northpark Village Addition, located on the northeast corner of Denton Highway and North Park Drive; also known as Planning and Zoning Case 16-07 [CAPTION]

Jacquelyn Reyff, Planning and Development Manager

3. Discussion and action on approval of Bid #:16-026- Library Books and Media Discount

Deby Woodard, Assistant Finance Director/Purchasing Manager

4. Discussion and action on approval of an ordinance amending the Fiscal Year 2015-16 Budget, to include additional appropriations for various funds in an amount of \$558,500 [CAPTION]

Sandra Gibson, Director of Finance and Administration, CGFO

5. Discussion and action on approval of a resolution by the City Council of the City of Watauga, Texas, authorizing and approving publication of Notice of Intention to Issue Certificates of Obligation; complying with the requirements contained in Securities and Exchange Commission Rule 15c2-12; and providing an effective date [CAPTION]
Greg Vick, City Manager
Sandra Gibson, Director of Finance and Administration, CGFO

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.

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

ITEM OF EXECUTIVE SESSION DELIBERATION:

1. Strategy and implementation of Phase I - Security and Safety Plan

RECONVENE

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

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

ITEM OF EXECUTIVE SESSION DELIBERATION:

1. Economic development opportunity at the north end of Capp Smith Park, adjacent to Starnes Road

RECONVENE

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

1. Economic development opportunity at the north end of Capp Smith Park, adjacent to Starnes Road

ADJOURNMENT

NOTICE

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

I, Zolaina R. Parker, City Secretary for the City of Watauga, hereby certify that this agenda was posted on the bulletin boards at City Hall, 7105 Whitley Road, Watauga, Texas, on Wednesday, July 20, 2016, before 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code.


Zolaina R. Parker, City Secretary





**CITY OF WATAUGA FINANCE DEPARTMENT
INTEROFFICE CORRESPONDENCE**

DATE: July 12, 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 – June, 2016

The City's sales tax receipts from the State Comptroller received in the month of July, 2016 (reflecting May sales receipts) decreased by 14.10%, or \$51,728.19 from the same time last year. Year-to-date sales tax receipts for the City are down 5.90% in comparison to last year at this time (cash basis).

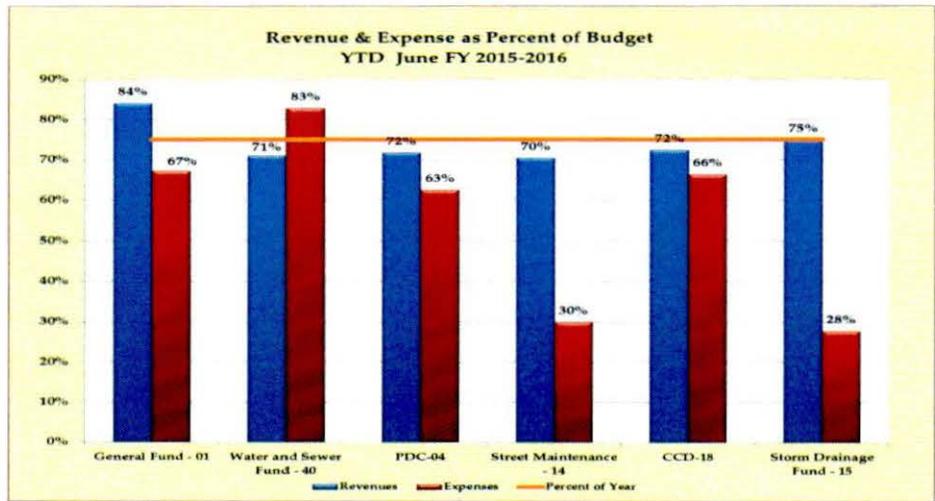
Sales Tax Receipts Year to Date (Cash Basis) July 2016

City	FY 2015	FY 2016	\$ Change	% Change
Eules	\$ 12,616,046.32	\$ 14,546,969.12	\$ 1,930,922.80	15.31%
Richland Hills	\$ 2,319,189.63	\$ 2,609,413.62	\$ 290,223.99	12.51%
Colleyville	\$ 4,236,735.24	\$ 4,540,616.71	\$ 303,881.47	7.17%
Keller	\$ 7,690,179.98	\$ 8,175,120.81	\$ 484,940.83	6.31%
Haltom City	\$ 8,489,191.76	\$ 8,884,120.76	\$ 394,929.00	4.65%
Dallas	\$222,883,182.03	\$ 232,280,815.97	\$ 9,397,633.94	4.22%
North Richland Hills	\$ 11,271,588.16	\$ 11,710,395.74	\$ 438,807.58	3.89%
Arlington	\$ 80,830,309.33	\$ 84,043,141.96	\$ 3,212,832.63	3.97%
Fort Worth	\$108,599,144.14	\$ 111,903,250.76	\$ 3,304,106.62	3.04%
Weatherford	\$ 8,970,440.20	\$ 9,217,979.17	\$ 247,538.97	2.76%
Grapevine	\$ 33,765,116.28	\$ 34,444,111.41	\$ 678,995.13	2.01%
Hurst	\$ 13,387,017.20	\$ 13,566,578.81	\$ 179,561.61	1.34%
Watauga	\$ 3,865,767.40	\$ 3,637,536.60	\$ (228,230.80)	-5.90%

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

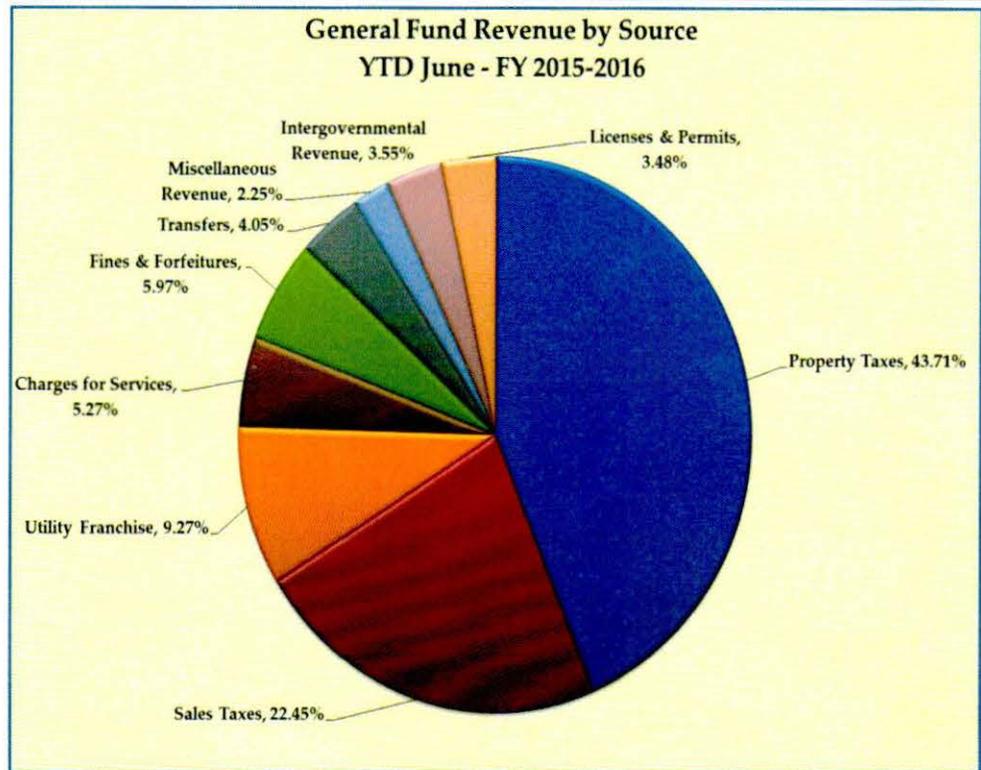
Financial Highlights

Through June, 2016, the City is 75% 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 5% higher in comparison to last year at this time, representing 84.15% of budget collected. General Fund expenses in total are in line with budget expectations at 67.25%.



Property Tax.

Year-to-date, the City has received 98.44% of budgeted property taxes.

The majority of property tax receipts are received in the months of December and January. The City has received \$319,005 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 86.94% of budgeted revenues.

Licenses and Permits - License and permit fees are at 118.78% of budget collected. This category of revenue has increased \$136,241 since this time last year due to permit receipts being higher than expected with additional construction addition projects in the City.

Charges for Services - Charges for Services revenues are at 70.08% of budget and are approximately 6.91%, or \$38,868 lower than last year's revenues. This is due mainly to lower ambulance billing receipts.

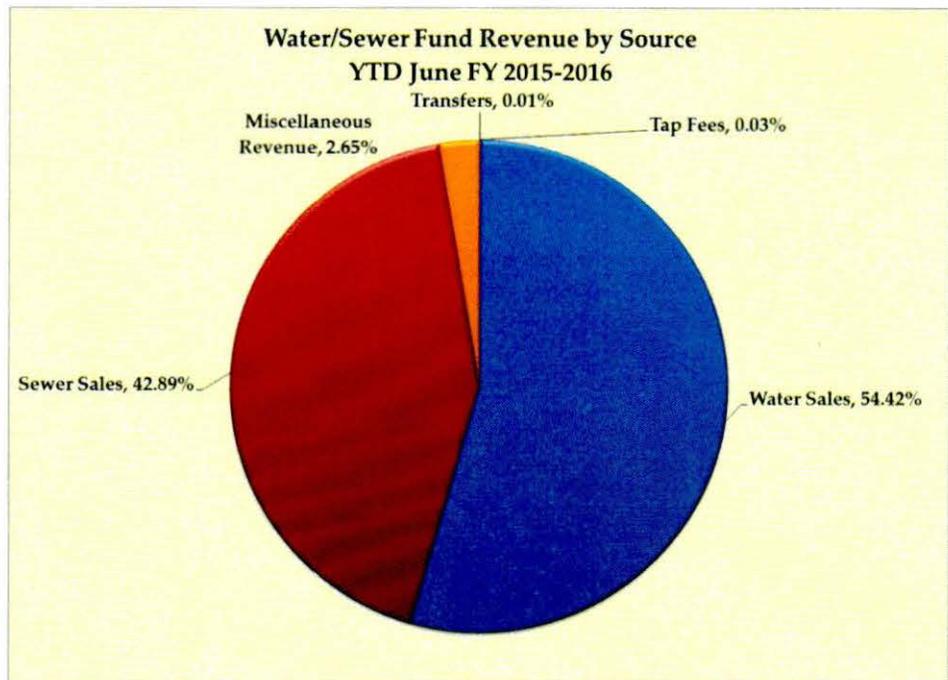
Fines and Forfeitures - Fines and Forfeitures collections for June 2016 are up \$21,297, or 3.72% in comparison with June 2015. Year-to-date collections are at 80.50% of budget collected.

Miscellaneous Revenue. Miscellaneous revenue received total \$223,905 which is 84.62% of budgeted revenues.

Intergovernmental Revenue and Transfers. Intergovernmental Revenue is 71.14% of budget and Transfers are 71.29% of budget.

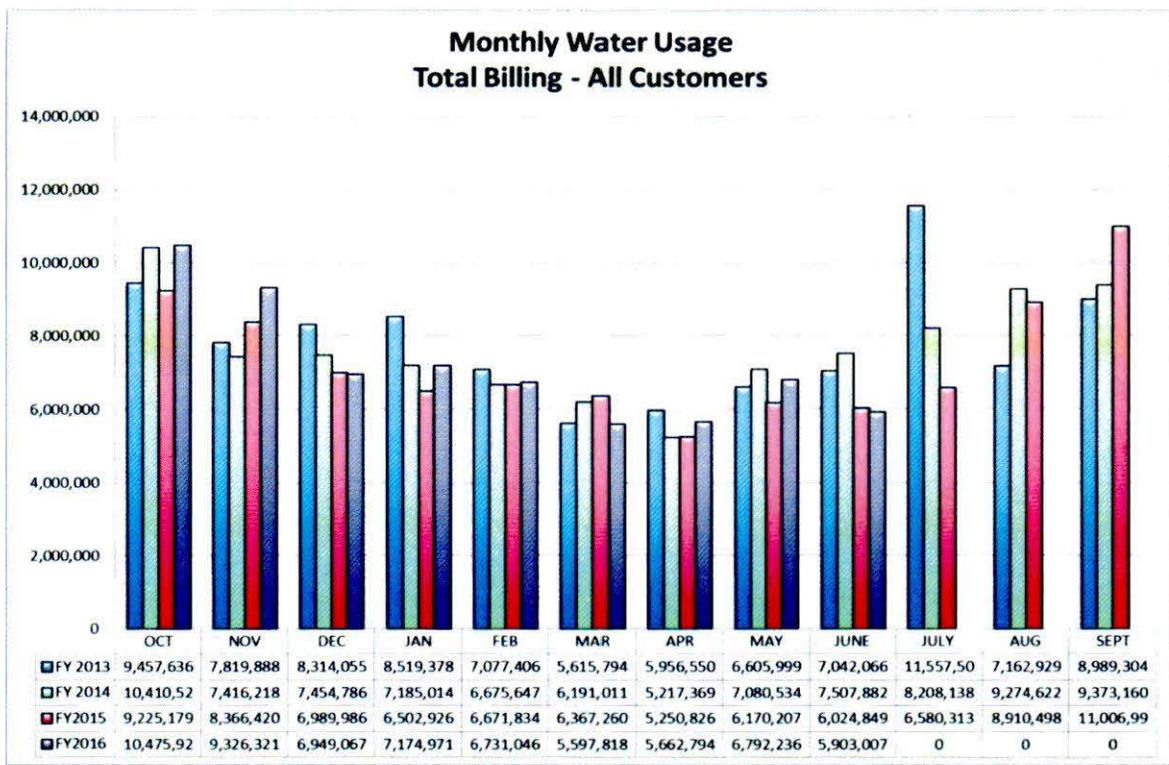
Water and Sewer Fund

Water and sewer revenues are currently at 71.06% of budgeted revenues and are up approximately 7.68%, or \$429,157 in comparison to last year. Water usage consumption for the month of May (billed in June) decreased by 2.1% over prior year consumption



for the same period. Year-to-date expenses are currently at 82.88% due to the transfers to the debt service funds for payments that occur during the 2nd Quarter of the Fiscal Year. Wastewater collection costs continue to be a concern and are being closely monitored. The Public Works department continues to investigate inflow and infiltration issues throughout the City. A budget amendment in the amount of \$400,000 is needed to cover these increased costs. 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:



Miscellaneous Sales - Miscellaneous sales include penalty revenue, EPA revenue, service charges, returned check fees, and damaged/tampering fees. This category of revenue is on target at 75.61% of budget collected.

Storm Drain Fund – Revenues have increased slightly in comparison with FY2015 and are 74.99% of budget collected. Expenses are at 27.77% of budget in this fund through June 2016.

Special Revenue Funds - In the Street Maintenance Fund, revenues are 70.27% of budget collected. Expenses are 30.03% of budget at this time. The Crime Control and Prevention District has collected 72.4% of budgeted sales tax revenues and is at 66.42% of budget expended. The Parks Development Fund has collected 71.8% of sales tax revenues and is at 62.56% of budget expended through June, 2016.

Quarterly Reports

3rd Quarter Report on Bond Proceed Expenditures

Attached is a listing of 2011, 2012, and 2014 Certificate of Obligation bond proceed expenditures to date. Also included is the project status for any remaining projects for the 2011 issuance.

The 2012 Certificate of Obligation water and sewer projects are currently in progress and are expected to carry forward through FY2016-17.

The 2014 bond proceed projects are currently underway. The 2014 bond funds will be used to help fund a Senior Center and the Bursey Road street project. The Bursey Road Project will be approximately \$1.7M and the remainder of the bond proceeds will be used to help fund the Senior Center Project.

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending June 30, 2016 (3rd Qtr.)**

GENERAL FUND - 01

REVENUE:	CURRENT BUDGET	6/30/2016 YTD ACTUAL	% USED	% REMAINING	6/30/2015 YTD ACTUAL	\$ CHG 16 vs 15	% CHG 16 vs 15
TAXES							
AD VALOREM	4,414,183	4,345,324	98.44%	-98.44%	4,026,319	319,005	7.92%
Delinquent	30,000	17,878	59.59%	-59.59%	36,829	(18,951)	-51.46%
Penalty & Interest	27,000	19,541	72.37%	-72.37%	26,125	(6,584)	-25.20%
SALES TAX	3,225,551	2,232,161	69.20%	-69.20%	2,372,989	(140,828)	-5.93%
UTILITY FRANCHISE	1,060,000	921,521	86.94%	-86.94%	929,225	(7,704)	0.00%
LICENSES & PERMITS	291,000	345,649	118.78%	-118.78%	209,408	136,241	65.06%
INTERGOVERNMENTAL REVENUE	496,500	353,191	71.14%	-71.14%	274,048	79,143	28.88%
OIL & GAS LEASE REVENUE	-	-	-	-	-	0	-
CHARGES FOR SERVICES	747,000	523,517	70.08%	-70.08%	562,385	(38,868)	-6.91%
FINES & FORFEITURES	736,700	593,073	80.50%	-80.50%	571,776	21,297	3.72%
MISCELLANEOUS INCOME	264,600	223,905	84.62%	-84.62%	167,979	55,926	33.29%
OPERATING TRANSFERS IN	565,113	402,846	71.29%	-71.29%	326,558	76,288	23.36%
TOTAL REVENUE	\$11,857,647	\$9,978,605	84.15%	-84.15%	\$9,503,640	\$474,965	5.00%
TOTAL EXPENDITURES	\$12,641,480	\$8,500,912	67.25%	-67.25%	\$8,114,914	\$385,998	4.76%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$783,834)	\$1,477,692			\$1,388,726	\$88,966.33	

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending June 30, 2016 (3rd Quarter)**

DEBT SERVICE FUND - 03

REVENUE:	CURRENT BUDGET	6/30/2016 YTD ACTUAL	% USED	% REMAINING	6/30/2015 YTD ACTUAL	\$ CHG 16 vs 15	% CHG 16 vs 15
TAXES							
AD VALOREM	1,750,000	1,762,598	100.72%	-0.72%	1,738,997	\$23,600	1.36%
Delinquent	15,000	7,265	48.43%	51.57%	16,211	(\$8,946)	-55.19%
Penalty & Interest	12,000	7,633	63.61%	36.39%	10,420	(\$2,787)	-26.74%
INTEREST EARNINGS	800	1,154	144.29%	-44.29%	268	\$887	-
OTHER FINANCING SOURCES	-	0	-	-	0	\$0	-
OPERATING TRANSFERS IN	-	0	-	-	0	\$0	-
TOTAL REVENUE	\$1,777,800	\$1,778,650	100.05%	-0.05%	\$1,765,896	\$12,755	0.72%
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	\$195,965			\$175,988	\$19,977	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending June 30, 2016 (3rd Quarter)**

PARKS DEVELOPMENT FUND - 04

REVENUE:	CURRENT BUDGET	6/30/2016 YTD ACTUAL	% USED	% REMAINING	6/30/2015 YTD ACTUAL	\$ CHG 16 vs 15	% CHG 16 vs 15
SALES TAX	772,262	554,029	71.74%	28.26%	590,539	(36,510)	-6.18%
INTEREST EARNINGS	500	803	160.66%	-60.66%	252	551	-
INTEREST/ESCROW	-	-	-	-	-	-	-
CONTRIBUTIONS/OTHER	-	-	-	-	-	-	-
TOTAL REVENUE	\$772,762	\$554,832	71.80%	28.20%	\$590,791	(35,959)	-6.18%
TOTAL EXPENDITURES	795,463	497,658	62.56%	37.44%	\$ 649,842	(152,185)	-23.42%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$22,701)	\$57,174			(\$59,052)	\$116,226	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending June 30, 2016 (3rd Quarter)**

STREET MAINTENANCE FUND - 14

	<u>CURRENT BUDGET</u>	<u>6/30/2016 YTD ACTUAL</u>	<u>% USED</u>	<u>% REMAINING</u>	<u>6/30/2015 YTD ACTUAL</u>	<u>\$ CHG 16 vs 15</u>	<u>% CHG 16 vs 15</u>
REVENUE:							
SALES TAX	779,834	548,021	70.27%	29.73%	584,222	(36,201)	(0.06)
INTEREST EARNINGS	-	1,370	-	-	310	1,060	-
INTEREST/ESCROW	-	-	-	-	-	0	-
CONTRIBUTIONS/OTHER	-	-	-	-	-	0	-
TOTAL REVENUE	\$ 779,834	\$549,391	70.27%	29.73%	584,532	(\$35,141)	-6.01%
TOTAL EXPENDITURES	\$610,000	\$183,181	30.03%	69.97%	72,786	\$110,395	
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$169,834	\$366,209			\$511,746	(\$145,537)	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending June 30, 2016 (3rd Quarter)**

STORM DRAIN FUND - 15

	<u>CURRENT BUDGET</u>	<u>6/30/2016 YTD ACTUAL</u>	<u>% USED</u>	<u>% REMAINING</u>	<u>6/30/2015 YTD ACTUAL</u>	<u>\$ CHG 16 vs 15</u>	<u>% CHG 16 vs 15</u>
REVENUE:							
USERS FEE	1,415,000	1,055,680	74.61%	25.39%	946,117	109,564	11.58%
OTHER REVENUE	-	1,800	-	-	-	1,800	-
INTEREST INCOME	1,500	4,740	316.02%	-216.02%	1,022	3,718	-
TOTAL REVENUE	\$1,416,500	\$1,062,221	74.99%	25.01%	\$947,139	\$115,082	12.15%
TOTAL EXPENDITURES	\$2,198,032	\$610,406	27.77%	72.23%	\$472,516	\$137,889	29.18%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$781,532)	\$451,815			\$474,622	(\$22,807)	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending June 30, 2016 (3rd Quarter)**

CRIME CONTROL - 18

REVENUE:	CURRENT BUDGET	6/30/2016 YTD ACTUAL	% USED	% REMAINING	6/30/2015 YTD ACTUAL	\$ CHG 16 vs 15	% CHG 16 vs 15
SALES TAX	1,544,525	1,098,222	71.10%	28.90%	1,169,361	(71,139)	-6.08%
INTEREST EARNINGS/OTHER	38,500	48,945	-	-	47,510	1,435	3.02%
MISC GRANT PROCEEDS	-	-	-	-	-	-	-
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TOTAL REVENUE	\$1,583,025	1,147,167	72.47%	28.90%	\$1,216,871	(69,704)	-5.73%
TOTAL EXPENDITURES	\$1,729,200	1,148,528	66.42%	33.58%	\$1,095,475	53,052	4.84%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$146,175)	(\$1,361)			\$121,395	(\$122,756)	

100.00%

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2016
For the period ending June 30, 2016 (3rd Quarter)**

WATER & SEWER - 40

REVENUE:	CURRENT BUDGET	6/30/2016 YTD ACTUAL	% USED	% REMAINING	6/30/2015 YTD ACTUAL	\$ CHG 16 vs 15	% CHG 16 vs 15
WATER SALES	4,528,000	3,195,626	70.57%	29.43%	2,922,918	272,708	9.33%
SEWER SALES	3,525,000	2,518,497	71.45%	28.55%	2,358,511	159,986	6.78%
MISCELLANEOUS	206,000	155,766	75.61%	24.39%	160,596	(4,830)	-3.01%
PENALTY	200,000	142,665	71.33%	28.67%	141,008	1,657	1.18%
INTEREST	5,000	-	0.00%	100.00%	-	-	-
TRANSFERS	-	514	-	-	328	186	56.77%
TAP FEES	-	1,500	-	-	2,050	(550)	-26.83%
SALE OF ASSETS	-	-	-	-	-	-	-
TOTAL REVENUE	\$8,464,000	\$6,014,567	71.06%	28.94%	\$5,585,410	\$429,157	7.68%
TOTAL EXPENDITURES	\$8,764,967	\$7,264,316	82.88%	17.12%	\$6,771,146	\$493,170	7.28%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$300,967)	(\$1,249,749)			(\$1,185,736)	(\$64,013)	

100.00%

Quarterly Reports

3RD QUARTER FY2015-16

CERTIFICATE OF OBLIGATION FUNDS 2011

\$7,365,000

As of June 2016

PROJECT	FINAL COST OR ESTIMATE	STATUS	PAID TO DATE
Information Technology:			
Server Software Upgrade	\$49,640.13	Completed	\$49,640.13
Voicemail Server Replacement	\$34,950.00	Completed	\$34,950.00
Public Works Software	\$31,799.24	Completed	\$31,799.24
Recreation Software	\$29,250.00	Completed	\$29,250.00
Printer Replacements (Library/City Hall)	\$4,856.40	Completed	\$4,856.40
Incode Interface	\$3,000.00	Completed	\$3,000.00
Server Replacement (Bring in-house)	\$16,913.06	Completed	\$16,913.06
Animal Shelter Software	\$17,660.00	Completed	\$17,660.00
Fire Department:			
Fire Truck	\$799,855.00	Completed	\$799,855.00
Vehicle - Ford F150 Crew Cab XLT (Chief)	\$27,988.00	Completed	\$27,988.00
Ambulance	\$138,525.00	Completed	\$138,525.00
Radio Lease	\$133,200.00	Completed	\$133,200.00
Cardiac Monitors	\$66,789.50	Completed	\$66,789.50
Public Works:			
Tandem Dump Truck (3)	\$309,849.00	Completed	\$309,849.00
Asphalt Paver/Laydown Machine	\$65,620.00	Completed	\$265,620.00
Auction proceeds for existing paver			-\$200,000.00
Street Sweeper (1/4 of cost)	\$51,636.75	Completed	\$51,636.75
Trailer	\$30,423.00	Completed	\$30,423.00
Vehicle - Ford F350 Crew Cab 4x2 with Yard Dump	\$31,987.00	Completed	\$31,987.00
Vehicle - Ford F150 4x4 Regular Cab (5)	\$107,685.00	Completed	\$107,685.00
Vehicle - Ford F150 4x4 Regular Cab (2)	\$43,074.00	Completed	\$43,074.00
Vehicle - Ford F150 Crew Cab XLT (Director)	\$27,988.00	Completed	\$27,988.00
Radios for Public Works	\$36,804.90	Completed	\$36,804.90
Tailgate Spreader (2)	\$11,746.90	Completed	\$11,746.90
Front End Loader (1/2 of cost)	\$63,384.00	Completed	\$63,384.00
Overlays (FY2011-12)	\$254,797.15	Completed	\$254,797.15
Sidewalks (FY2011-12)	\$90,654.00	Completed	\$90,654.00
Asphalt/Street Maintenance (FY2011-12)	\$181,374.08	Completed	\$181,374.08
Vehicle - Ford F350 4x2 Crew Cab with Service Body (2)	\$63,574.00	Completed	\$63,574.00
Smoke Test	\$235,659.96	Completed	\$235,659.96
Geographic Information Study	\$49,788.48	Completed	\$49,788.48
Manholes	\$12,164.20	Completed	\$12,164.20
Water System Repairs - Engineering Services	\$185,900.00	Completed	\$185,900.00
CDBG 38th Year - Engineering Services	\$88,335.00	Completed	\$88,335.00
Waterline Improvements	\$1,427,487.32	Completed	\$1,427,487.32
Sewer Jet Vac Truck	\$292,642.00	Completed	\$292,642.00
Camera Truck	\$159,017.45	Completed	\$159,017.45
Asphalt Crack Sealer	\$38,504.16	Completed	\$38,504.16
Backhoe Loader	\$97,978.00	Completed	\$97,978.00
Asphalt Paver (new replacement)	\$162,503.00	Completed	\$162,503.00

Sidewalks (FY2013-2014)	\$97,600.00	Completed	\$97,600.00
Street Overlays - Watauga Road	\$572,639.23	Completed	\$572,639.23
Sidewalks (FY2014-15)	\$16,971.40	Completed	\$16,971.40
Sidewalks (FY2015-16)	\$183,000.00	In Progress	\$101,048.89
Fleet:			
Vehicle Lift	\$9,329.61	Completed	\$9,329.61
Fleet Shop Air Compressor/Drain Valve	\$4,362.22	Completed	\$4,362.22
Building:			
Carpet Replacement	\$172,497.00	In Progress	\$125,177.89
Vehicle - Maintenance Van	\$22,382.00	Completed	\$22,382.00
Roof Replacement (library)	\$175,234.31	Completed	\$175,234.31
Video Surveillance System Upgrade - Water Tower	\$23,129.18	Completed	\$23,129.18
Traffic Safety:			
Stop Light - (Whitley & New Bursey)	\$200,167.93	Completed	\$200,167.93
Opticom System	\$181,956.00	Completed	\$181,956.00
Construction:			
Senior Center	\$100,000.00	In Progress	\$0.00
Water Tower	\$93,000.00	In Progress	\$14,357.00
PROJECTS TOTAL	\$7,327,272.56		\$7,019,359.34
TOTAL CO FUNDING	\$7,365,000.00		
FUNDS REMAINING	\$37,727.44		

CERTIFICATE OF OBLIGATION FUNDS 2012

\$8,000,000

As of June 2016

PROJECT	FINAL COST OR ESTIMATE	STATUS	PAID TO DATE
Emergency Sewer Repair - Plum Street	\$39,754.00	Completed	\$39,754.00
Design of Wastewater Improvements	\$601,355.00	In Progress	\$590,895.00
Waterline Replacements	\$780,858.93	Completed	\$780,858.93
Design - CDBG 40th Year (Saramac Dr. Phase I)	\$16,000.00	Completed	\$16,000.00
Smoke Test (SSES) Wastewater Phase 2 - North	\$197,909.28	Completed	\$197,909.28
Sewer Manhole Lids	\$40,571.55	Completed	\$40,571.55
Easements Paid	\$10,000.00	Completed	\$10,000.00
Wastewater Improvements (South)	\$6,178,380.00	In Progress	\$2,968,336.95
PROJECTS TOTAL	\$7,864,828.76		\$4,644,325.71
FUNDS REMAINING	\$135,171.24		

CERTIFICATE OF OBLIGATION FUNDS 2014

\$3,500,000

Bursey Road - \$1,690,000

Senior Center - \$1,810,000

As of June 2016

PROJECT	FINAL COST OR ESTIMATE	STATUS	PAID TO DATE
BURSEY ROAD:			
Engineer Design Services - Construction Phase 1	\$252,000.00	In Progress	\$249,480.00
Engineer Design Services - Additional Services	\$4,060.00	Completed	\$4,060.00
Construction Improvements	\$1,428,713.80	In Progress	\$1,331,194.80
TOTAL BURSEY ROAD:	\$1,684,773.80		\$1,584,734.80
SENIOR CENTER:			
Architect Services - Phase One	\$23,482.41	Completed	\$23,482.41
Architect Services - Phase Two	\$178,693.00	In Progress	\$91,981.86
Geotechnical Construction Testing	\$4,380.00	Completed	\$4,380.00
TDL&R Registration & Review	\$1,111.00	In Progress	\$0.00
Construction/Construction Manager @ Risk	\$1,603,444.59	In Progress	\$0.00
TOTAL SENIOR CENTER:	\$1,811,111.00		\$119,844.27
ALL PROJECTS TOTAL	\$3,495,884.80		\$1,704,579.07
TOTAL FUNDS REMAINING	\$4,115.20		



We are Watauga



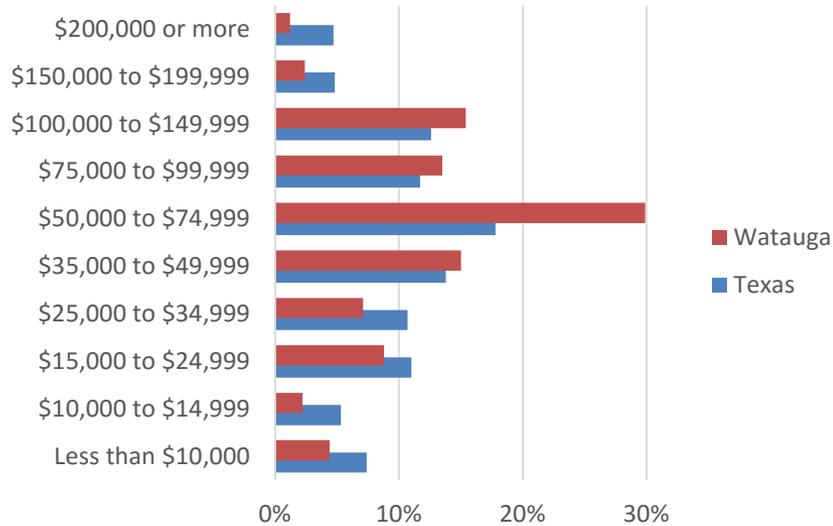
Economic Development Update City Council

July 25, 2016

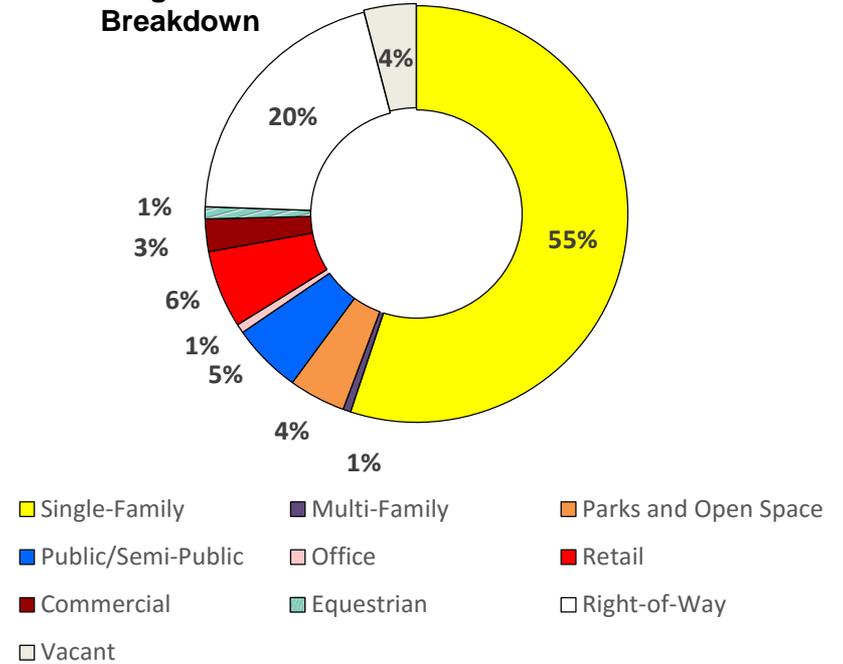
Who are we?

INCOME

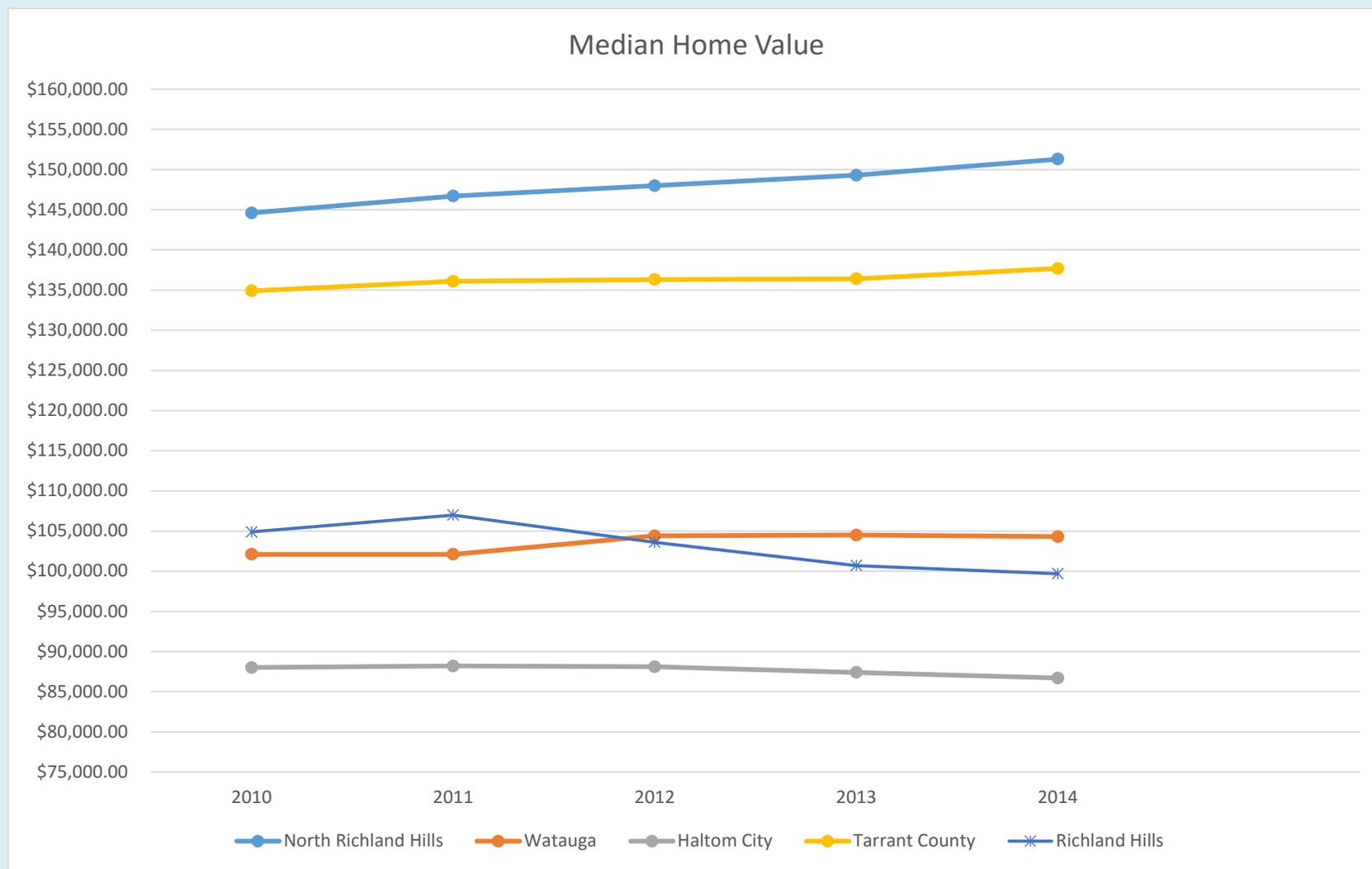
Source: U.S. Census ACS 2009-2013 5-Year Estimates



Existing Land Use Breakdown

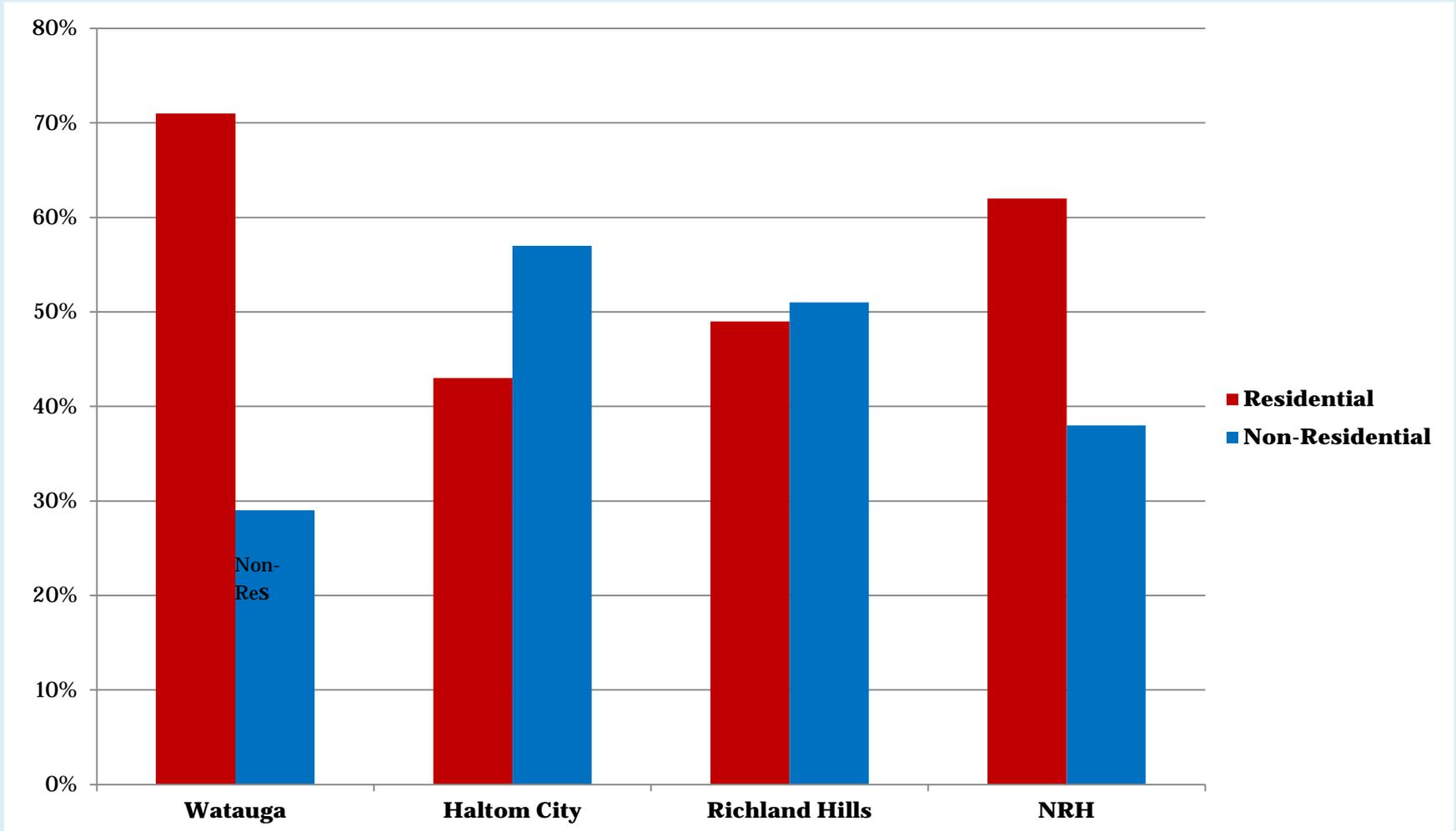


Who are we?



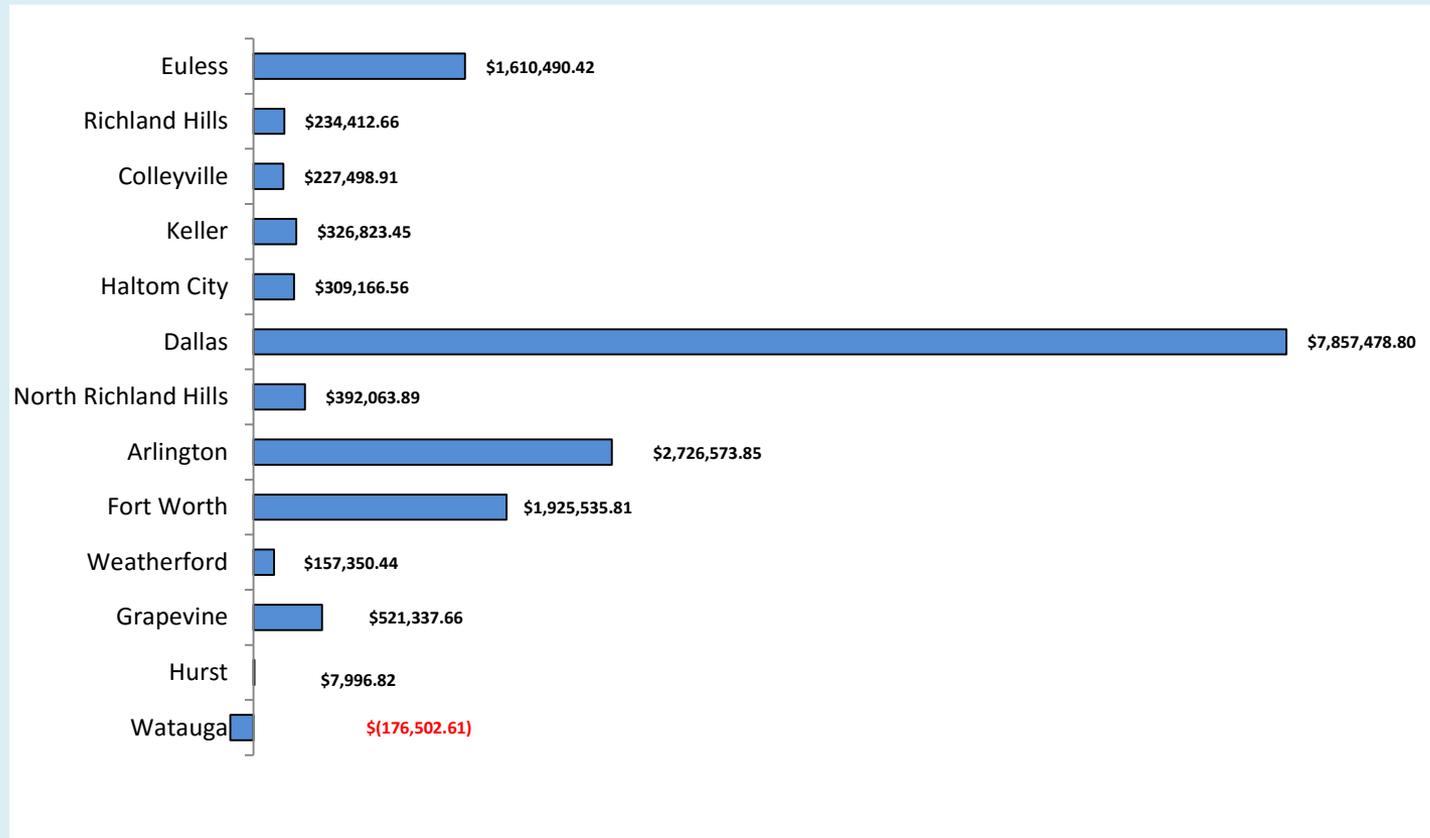
Who are we?

Appraised Property Values – Residential & Commercial



Who are we?

SALES TAX RECEIPTS COMPARISONS Fiscal Year to Date Through JUNE 2016 (Cash Basis)



ED Efforts Underway

Ribbon Cuttings

Ashby Acupuncture
Pho A&A
Debbie Keller Insurance
HD Eye Care
Dream Nail Spa



Business Retention Efforts



Business Retention

Business Visits

YTD 268

Anniversary Celebrations

Nail City
Bath & Body Works
Joes Pasta & Pizza
Center for Home Education

ED Efforts Underway

Business Attraction

Outreach

YTD 309



ED Efforts Underway

We are Watauga

New Buildings/Businesses

September 2014-Present

Pollo Tropical

Zoe's Kitchen

Salon 57 and Alliance Chiropractic

Medical office building Whitley

Advanced Auto Parts

*Asian Buffet winter 2016



Reinvestment

Starbucks- \$400,000

Chik Fil A- \$750,000

Party City- \$550,000

Burger King- \$55,000

Total= \$1,755,000



ED Efforts Underway



Social Media

We are Watauga video
Business Video Spotlights
Facebook/Twitter
Anniversary Celebrations
City Newsletter Articles



Watauga



Planning &
Development

Dining &
Shopping Guide

2016

Watauga Small Business Week 2015 & 2016

Social Media
Luncheon

Future Considerations

Develop a city-wide marketing campaign to leverage current housing stock, proximity to downtown Ft. Worth, and access to major transportation corridors and new toll facilities



Utilize available resources to create a project based on “Watauga, Your Gem in DFW.” Updates to all quick sheets, ED webpages, create a new city map for ED purposes.

Future Considerations

Commercial Façade Improvement Program

There are many different ways to approach this and most cities participate in programs like this to help spur reinvestment in aging parts of communities.



We are Watauga

Thank you and any further questions?



QUARTERLY INVESTMENT REPORT

For the Quarter Ended

June 30, 2016

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the City of Watauga is in compliance with the Public Funds Investment Act and the City of Watauga Investment Policy.



City Manager



Director of Finance



Assistant Director of Finance

Disclaimer: These reports were compiled using information provided by the City of Watauga. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment adviser fees.

Summary

Quarter End Results by Investment Category:

<u>Asset Type</u>	<u>Ave. Yield</u>	<u>June 30, 2016</u>		<u>March 31, 2016</u>	
		<u>Book Value</u>	<u>Market Value</u>	<u>Book Value</u>	<u>Market Value</u>
DDA/MMA/NOW	0.56%	\$ 11,504,004	\$ 11,504,004	\$ 10,322,279	\$ 10,322,279
Pools	0.42%	1,708,341	1,708,341	2,003,938	2,003,938
CD/Security	0.67%	6,519,346	6,519,346	9,523,719	9,523,719
Totals		\$ 19,731,691	\$ 19,731,691	\$ 21,849,936	\$ 21,849,936

Current Quarter Portfolio Performance:

Average Quarterly Yield	0.58%
Rolling Three Mo. Treas. Yield	0.26%
Rolling Six Mo. Treas. Yield	0.42%

Quarterly Interest Earnings	\$ 29,508 (Unaudited)
Fiscal YTD Interest Earnings	\$ 80,605 (Unaudited)

Fiscal Year-to-Date Portfolio Performance:

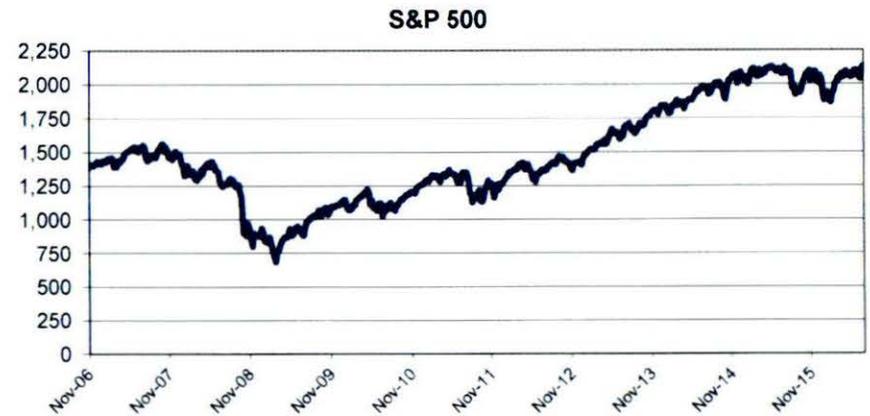
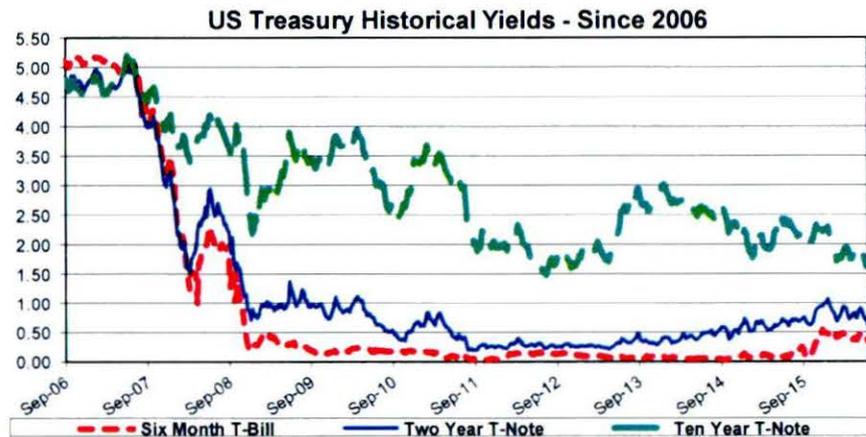
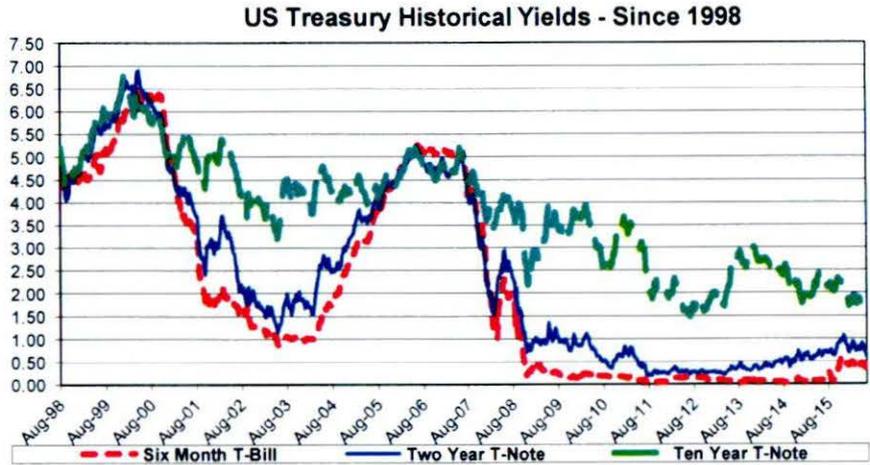
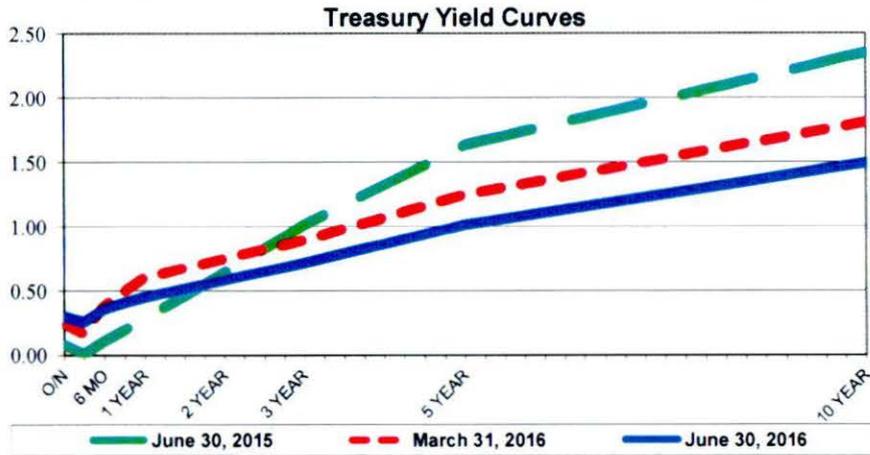
Average Quarter End Yield	0.50%
Rolling Three Mo. Treas. Yield	0.23%
Rolling Six Mo. Treas. Yield	0.35%
Quarterly TexPool Yield	0.29%

Note: Average yields calculated using quarter end report average yield and adjusted book value, but do not include adviser fees and realized and unrealized gains or losses.

Economic Overview

6/30/2016

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range of 0.25% - 0.50% (actual Fed Funds trading +/-35 to 40 bps). The June FOMC meeting expressed concerns over reduced economic expectation. First Quarter US GDP was revised up to +1.1% (final revision). The June Non-Farm Payroll surged 287k new jobs, although other unemployment data remained modest. The British "Brexit" vote to leave the European Union Global jolted the markets. The US Stock markets plunged, then recovered. Treasury yields dove on the flight to quality. Taxable municipal bonds or CDs offer the best interest earnings opportunity, if available.



Detail of Investment Holdings

June 30, 2016

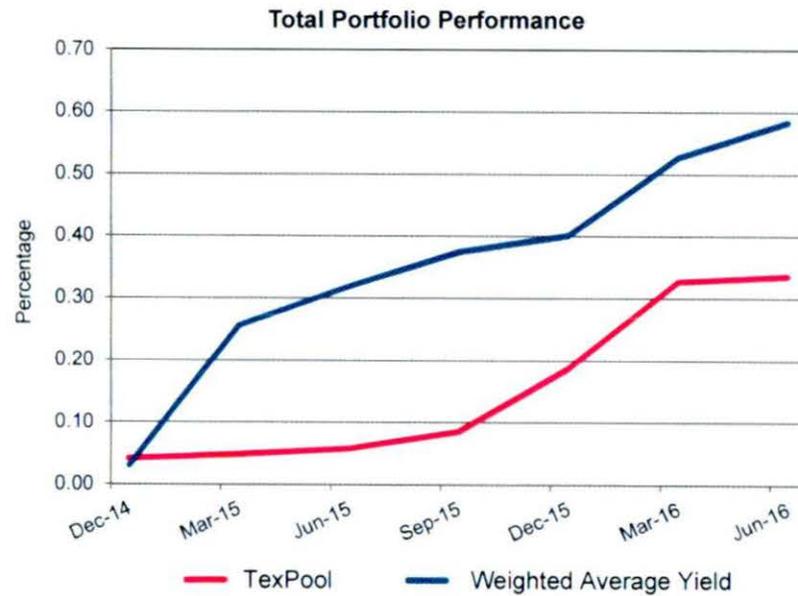
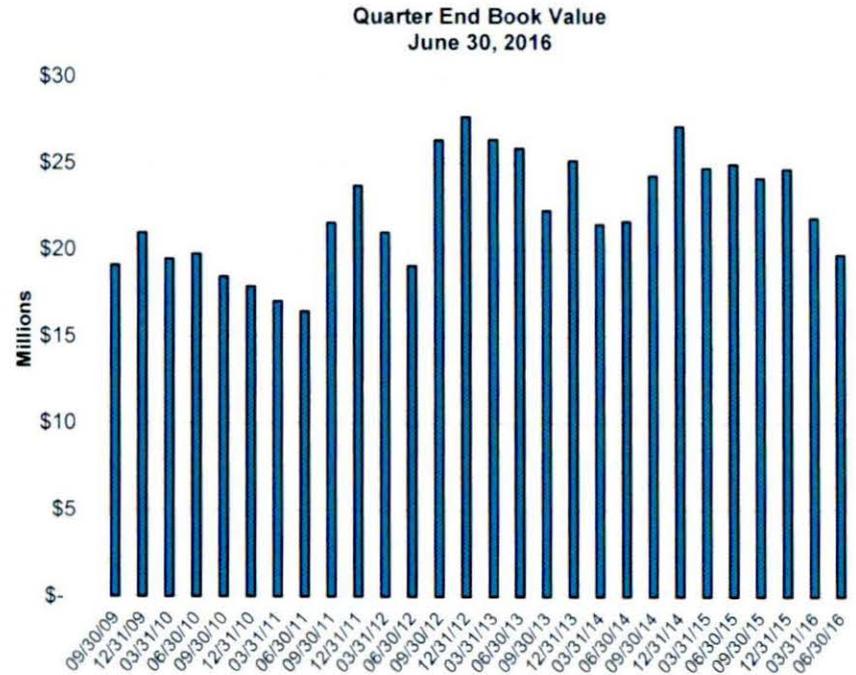
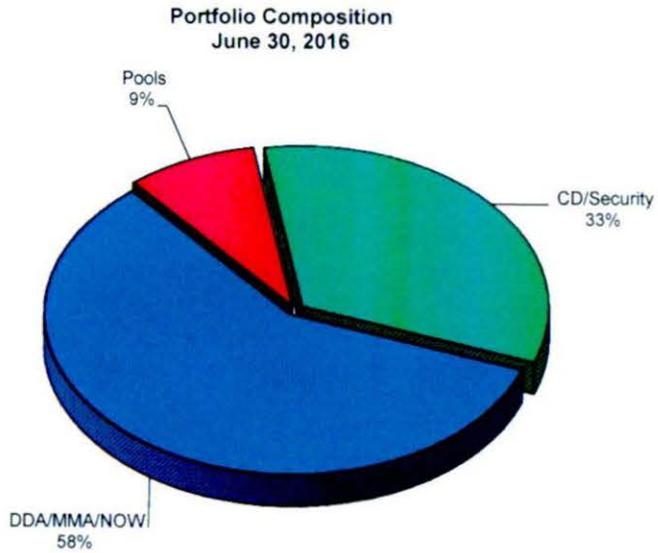
Description	Rating	Coupon/ Discount	Maturity Date	Settlement Date	Original Face\ Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
Texas Term Daily	AAAm	0.44%	07/01/16	06/30/16	\$ 445,361	\$ 445,361	1.00	\$ 445,361	1	0.44%
LOGIC	AAAm	0.56%	07/01/16	06/30/16	288,959	288,959	1.00	288,959	1	0.56%
TexPool	AAAm	0.36%	07/01/16	06/30/16	971,721	971,721	1.00	971,721	1	0.36%
TexPool Prime	AAAm	0.56%	07/01/16	06/30/16	2,300	2,300	1.00	2,300	1	0.56%
Southside Bank MMA		0.56%	07/01/16	06/30/16	11,504,004	11,504,004	1.00	11,504,004	1	0.56%
Texas Security Bank CD		0.55%	09/06/16	03/06/15	1,000,000	1,000,000	100.00	1,000,000	68	0.55%
Comerica Bank CD		0.44%	10/07/16	04/07/15	2,010,319	2,010,319	100.00	2,010,319	99	0.44%
Texas Security Bank CD		0.85%	03/06/17	03/06/15	2,000,000	2,000,000	100.00	2,000,000	249	0.85%
Southside Bank CD		0.68%	03/22/17	09/22/15	502,557	502,557	100.00	502,557	265	0.68%
Southside Bank CD		0.86%	09/22/17	09/22/15	1,006,470	1,006,470	100.00	1,006,470	449	0.86%
					\$ 19,731,691	\$ 19,731,691		\$ 19,731,691	69	0.58%

(1)

(2)

(1) **Weighted average life** - Pools, Money Market Funds, and Bank Deposits are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on Adjusted Book Value, adviser fees and realized and unrealized gains/losses are not considered. The pool and mutual fund yields are the average for the last month of the quarter. Bank deposit yields are estimated from the monthly allocated earnings.



Book and Market Value Comparison

Description	Coupon/ Discount	Maturity Date	March 31, 2016			June 30, 2016		
			Original Face\		Purchases/ Adjustments	Sales/Adjust/ Maturities	Original Face\	
			Par Value	Book Value			Par Value	Book Value
Texas Term Daily	0.44%	07/01/16	\$ 444,883	\$ 444,883	\$ 478	\$ -	\$ 445,361	\$ 445,361
LOGIC	0.56%	07/01/16	288,561	288,561	398		288,959	288,959
TexPool	0.36%	07/01/16	1,268,196	1,268,196		(296,475)	971,721	971,721
TexPool Prime	0.56%	07/01/16	2,298	2,298	3		2,300	2,300
Southside Bank MMA	0.56%	07/01/16	10,322,279	10,322,279	1,181,726		11,504,004	11,504,004
Southside Bank CD	0.32%	06/06/16	3,009,638	3,009,638		(3,009,638)	-	-
Texas Security Bank CD	0.55%	09/06/16	1,000,000	1,000,000			1,000,000	1,000,000
Comerica Bank CD	0.44%	10/07/16	2,008,092	2,008,092	2,228		2,010,319	2,010,319
Texas Security Bank CD	0.85%	03/06/17	2,000,000	2,000,000			2,000,000	2,000,000
Southside Bank CD	0.68%	03/22/17	501,697	501,697	860		502,557	502,557
Southside Bank CD	0.86%	09/22/17	1,004,293	1,004,293	2,177		1,006,470	1,006,470
TOTAL			\$ 21,849,936	\$ 21,849,936	\$ 1,187,869	\$ (3,306,113)	\$ 19,731,691	\$ 19,731,691

**Allocation
June 30, 2016
Book & Market Value**

	Total	Consolidated Cash	Construction	Crime Control District
Texas Term Daily	\$ 445,361	\$ 445,361	\$ -	\$ -
LOGIC	288,959	288,959		
TexPool	971,721	291,058	820	679,843
TexPool Prime	2,300	2,300		
Southside Bank MMA	11,504,004	2,596,257	8,907,747	
09/06/16-Texas Security Bank CD	1,000,000	1,000,000		
10/07/16-Comerica Bank CD	2,010,319	2,010,319		
03/06/17-Texas Security Bank CD	2,000,000	2,000,000		
03/22/17-Southside Bank CD	502,557	502,557		
09/22/17-Southside Bank CD	1,006,470	1,006,470		
Totals	\$ 19,731,691	\$ 10,143,281	\$ 8,908,567	\$ 679,843

**Allocation
March 31, 2016
Book & Market Value**

	Total	Consolidated Cash	Construction	Crime Control District
Texas Term Daily	\$ 444,883	\$ 444,883	\$ -	\$ -
LOGIC	288,561	288,561		
TexPool	1,268,196	588,122	819	679,255
TexPool Prime	2,298	2,298		
Southside Bank MMA	10,322,279	2,592,734	7,729,545	
06/06/16-Southside Bank CD	3,009,638		3,009,638	
09/06/16-Texas Security Bank CD	1,000,000	1,000,000		
10/07/16-Comerica Bank CD	2,008,092	2,008,092		
03/06/17-Texas Security Bank CD	2,000,000	2,000,000		
03/22/17-Southside Bank CD	501,697	501,697		
09/22/17-Southside Bank CD	1,004,293	1,004,293		
Totals	\$ 21,849,936	\$ 10,430,679	\$ 10,740,002	\$ 679,255

**MINUTES
WATAUGA CITY COUNCIL
REGULAR MEETING
MONDAY, JUNE 20, 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
Hal Gerhardt	Mayor Pro Tem
Brandon Krausse	Council Member
Lee Griffin	Council Member
Melva Clark	Council Member
Patrick Shelbourne	Council Member
Robert Davis	Council Member

and

Greg Vick	City Manager
Mark G. Daniel	City Attorney
Zolaina R. Parker	City Secretary
Sandra Gibson	Director of Finance and Administration, CGFO
Glen Fowler	Police Chief
Bill Crawford	Fire Chief
Sal Torres	Parks and Community Services Director
Lana Ewell	Library Director
Jacquelyn Reyff	Planning and Development Manager

with

Council Member James Wright, 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 Davis seconded the motion, which passed as follows:

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

CITIZEN'S OPEN FORUM

Mr. Phillip Jennings, 5716 Main Street, Watauga, Texas, addressed issues with regard to safety while driving and walking due to landscaping which is not in compliance with the Code of Ordinances.

Ms. Diane Leicht, 6616 Springhill Drive, Watauga, Texas, addressed the destruction of trees in front of homes.

Marty Leicht, 6616 Springhill Drive, Watauga, Texas, addressed destruction of trees on City easement in front of his home.

Ms. Susie Orges, 6632 Sunny Hill, Watauga, Texas, stated she wants to be able to plant trees or shrubs in the right of way.

Mr. Dan Hutchinson, 8216 Lauren Way, Watauga, Texas, stated there was a business operating in his neighborhood, which is a residential area. He also addressed his concern of planting trees and shrubs in the right of way.

Mr. Pete Beierschmitt, 7005 McCoy Drive, Watauga, Texas, addressed the landscape ordinance. He stated a petition was submitted years ago and the landscape ordinance should have not been changed in 2014.

Mr. Tom Snider, 6600 Hightower Drive, Watauga, Texas, addressed landscaping in the right of way, and stated he wanted to plant trees in the right of way in front of his home to make his house look better.

PRESENTATIONS

1. Presentation of K-9 Bite Suit to the Watauga Police Department

Doug Janke, WCPAAA President and Members presented a K-9 Bite Suit to the Watauga Police Department.

REPORTS

1. Administration- Update on Strategic Plan

Greg Vick, City Manager, provided an update on the Strategic Plan.

CONSENT AGENDA

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

AYES: Gerhardt, Krausse, Griffin, Clark, Shelbourne, Davis

NAYS: None

ABSENT: Wright

ABSTAIN: Garcia

1. Approval of Monthly Financial Report – expenses and revenues for all funds from May 1, 2016, through May 31, 2016
2. Approval of City Council Special Meeting Minutes of May 23, 2016
3. Approval of City Council Regular Meeting Minutes of May 23, 2016
4. Approval of City Council Special Meeting Minutes of June 6, 2016
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
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
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]

The resolution as approved carries the following caption:

CITY OF WATAUGA, TEXAS
RESOLUTION NO. 16-06-20-01

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

8. Approval of Interlocal Agreement between City of Watauga and City of Fort Worth for Fire Services (Mutual Aid)
9. Approval of recommendation to reappoint Mr. Albert Cardenas to the Charter Review Commission, Place 2
10. Approval of recommendation to reappoint Ms. Leah Chauvin to the Charter Review Commission, Place 4
11. Approval of recommendation to reappoint Ms. Cristy McCauley to the Charter Review Commission, Place 6
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]

The ordinance as approved carries the following caption:

CITY OF WATAUGA, TEXAS
ORDINANCE NO. 1622

A ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS REPEALING CHAPTER 101, ARTICLE IV. - ARCHITECTURAL REVIEW COMMISSION OF THE WATAUGA CODE OF ORDINANCES; PROVIDING 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

13. Approval of Mayor's appointments of Council Liaisons to various Boards, Committees and Commissions

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

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

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

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

Council Member Davis made a motion 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; to order 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. Council Member Krausse seconded the motion, which passed as follows:

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

ADJOURNMENT

With there being no further business, Mayor Garcia adjourned the meeting at 8:08 p.m.

APPROVED: this 25th day of July, 2016.

SIGNED: this 25th day of July, 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
THURSDAY, JULY 7, 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 6:01 p.m., with the following members present:

Hector F. Garcia	Mayor
Hal Gerhardt	Mayor Pro Tem
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 Hackleman	Public Works Director
Glen Fowler	Police Chief
Bill Crawford	Fire Chief
Marcia Reyna	Human Resources/Civil Service Director
Sal Torres	Parks and Community Services Director
Lana Ewell	Library Director
Bradley Fraley	Chief Information Officer

with

Council Member Brandon Krausse and Council Member Lee Griffin, absent with notice.

COUNCIL MEETING

CALL TO ORDER

Mayor Garcia called the meeting to order at 6:01 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 Davis made a motion to approve the agenda as amended by moving Consent Item Number 1, to New Business Item Number 3. Council Member Clark seconded the motion, which passed as follows:

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

CITIZEN'S OPEN FORUM

None.

CONSENT AGENDA

1. Approval of Contract with Southside Bank for Depository Services for a two (2) year term beginning September 1, 2016
(Item was moved to New Business Number 3)

WORKSHOP

1. Overview of the City of Watauga Capital Improvement Program

Sandra Gibson, Director of Finance and Administration, CGFO, and Billy Wendland, Burgess & Niple, provided an overview of the City of Watauga Capital Improvement Program and the impacts on the City Budget.

2. Overview of Certificates of Obligation for streets and other possible projects

Sandra Gibson, Director of Finance and Administration, CGFO, provided an overview of the budget and certificates of obligation for streets and other possible projects.

NEW BUSINESS

1. Discussion and action on approval of amendment to agreement with Haydon Building Corporation, Construction Manager at Risk for the Senior Center Project in an amount of \$146,491; and replenish project contingency in the amount of \$40,000, for a total amount not to exceed \$186,491

Council Member Wright made a motion to approve an amendment to the agreement with Haydon Building Corporation, Construction Manager at Risk for the Senior Center Project in an amount of \$146,491; and replenish project contingency in the amount of \$40,000, for a total amount not to exceed \$186,491. Mayor Pro Tem Gerhardt seconded the motion, which passed as follows:

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

2. Discussion and action on approval to change health insurance to Cigna and maintain dental insurance with Aetna for all eligible employees

Mayor Pro Tem Gerhardt made a motion to approve the change in health insurance to Cigna and maintain dental insurance with Aetna for all eligible employees. Council Member Shelbourne seconded the motion, which passed as follows:

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

3. Approval of Contract with Southside Bank for Depository Services for a two (2) year term beginning September 1, 2016
(Item was moved to New Business Number 3)

Mayor Pro Tem Gerhardt made a motion to approve the Contract with Southside Bank for Depository Services for a two (2) year term beginning September 1, 2016. Council Member Shelbourne seconded the motion, which passed as follows:

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

ADJOURNMENT

With there being no further business, Mayor Garcia adjourned the meeting at 8:19 p.m.

APPROVED: this 25th day of July, 2016.

SIGNED: this 25th day of July, 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



AGENDA MEMORANDUM

DATE: July 18, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Marcia Reyna, Human Resources & Civil Service Director
Bradley Fraley, Chief Information Officer

THROUGH: Greg Vick, City Manager

SUBJECT: Personnel, Administration and Financial, Policies and Procedures Manual Revision #14

Marcia Reyna
Bradley A. Fraley

GV

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 fourteenth revision to the 2015 Manual. It is proposed that the following two (2) policies be added to the new manual: 14.01 City Information Systems and 14.03 Social Media.

These revised policies clarify, organize and simplify the existing policies. Significant Changes are listed below.

14.01 City Information Systems - This revised policy includes new definitions, states Prohibited activities, discusses expectations of privacy and discusses password security requirements. It also includes a new policy regarding accessing the City's network using personal devices and a new policy regarding Electronic Loan Agreement for the use of City owned hardware.

The revised policy states that the voluntary use of city email accounts by an employee outside of scheduled work hours by any means shall not be considered as authorized work without prior approval by the employees' supervisor, Department Head or City Manager. The revised policy also states that such activity will not be subject to overtime pay unless previously approved.

Also this revision requires users will now have to complete an Electronic Loan Agreement when issued City hardware (i.e. Laptop). In addition, when sending emails to all members of the City Council, employees are required to use the BCC option to

avoid possible violations of the Texas Open Meetings Act.

14.03 Social Media – No significant changes.

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

July 11, 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*

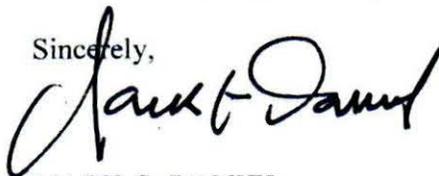
Dear Ms. Reyna and Ms. Parker:

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 27.1, 27.2, 27.3, 27.4, 27.5, 27.6, 27.7, 27.8, 27.9, 27.10, 27.11 and 27.12 of the 2014 Manual and replacing the same with policy Sections 14.01 and 14.03 of the 2015 Manual. The Resolution should be submitted to the Council for consideration at the next City Council meeting.

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

Sincerely,



MARK G. DANIEL
City Attorney

MGD/ajd

CITY OF WATAUGA, TEXAS
RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS ELIMINATING SECTIONS 27.1 THROUGH 27.11 OF THE CITY OF WATAUGA PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL EFFECTIVE FEBRUARY 24, 2014 (HEREINAFTER "2014 MANUAL") AND REPLACING THOSE SECTIONS WITH POLICY SECTION 14.01 OF THE MANUAL WHICH PROCESS BEGAN APRIL 27, 2015 (HEREINAFTER "2015 MANUAL"); ELIMINATING SECTION 27.12 OF THE 2014 MANUAL AND REPLACING THE SAME WITH SECTION 14.03 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

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, Sections 27.1, 27.2, 27.3, 27.4, 27.5, 27.6, 27.7, 27.8, 27.9, 27.10 and 27.11 of the 2014 Manual and Section 14.01 of the 2015 Manual are substantively equivalent in nature and scope; and

WHEREAS, Section 27.12 of the 2014 Manual and Section 14.03 of the 2015 Manual are substantively equivalent in nature and scope; and

WHEREAS, this proposed Resolution constitutes the fourteenth 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 14.01 and 14.03 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 27.1, 27.2, 27.3, 27.4, 27.5, 27.6, 27.7, 27.8, 27.9, 27.10, 27.11 and 27.12 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 25th day of July, 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	City Information Systems
INITIAL EFFECTIVE DATE	July 25, 2016
LAST REVISION DATE	Replaces Section 27.1, 27.2, 27.3, 27.4, 27.5, 27.6, 27.7, 27.8, 27.9, 27.10 and 27.11 of the Personnel, Administration and Financial Policies and Procedures Manual approved on February 24, 2014.
POLICY NUMBER	14.01

OBJECTIVE

The City of Watauga provides computer resources or City Information Systems for the purpose of accomplishing tasks related to the City's mission. The purpose of this policy is to establish guidelines to derive the benefits of increased efficiency through the use of the City equipment, resources, use of email, internet, server and website, etc. while ensuring the protection of information assets and City integrity. The City believes the proper use of this technology saves time and money, reduces administrative overhead and improves service to the community. This policy is also enacted to preserve the integrity of the City's internal information, ensure compliance with anti-harassment and discrimination policies and prevent workplace violence and theft or misuse of City information or records.

SCOPE

This policy applies to all employees and users of the City's Information System.

POLICY

This policy sets forth the City's expectations and proper use of the City's Information Systems. Such systems (i.e. Internet and e-mail) are for City and business-related purposes. The use of the City Information System is a privilege, not a right. Any inappropriate use may result in cancellation of these privileges and/or disciplinary action up to and including termination. Employees are required to demonstrate responsibility and adhere to this policy when using any City Information System. Additionally, no use of the City's Information System is considered private or confidential and employees' use of those systems may be monitored by the City at any time.

All of the City's computer resources, data, networks and other communications systems and stored information which is or has been transmitted, received, or contained in the City's information Systems (including, without limitation, e-mail, Internet, pagers, voice mail, facsimiles, and information stored on computer hard drives, City thumb drives, or other data storage devices) are the City's property and are to be used solely for role-related purposes.

When using these resources, users must agree to abide by the applicable policies of the City as well as federal, state, and local laws.

A. Definitions

1. **City Information Systems** includes hardware, software, communications networks, electronic storage media, electronic mail systems, manuals and other documentation, including those systems administered centrally or within a department, in whatever form, model, or configuration and using whatever operating systems, platforms or interfaces and whether single or multi-user, PC or network server, etc.
2. **Data** includes all files of any kind, regardless of size, format, or on what media stored or written, including but not limited to email messages, systems logs, databases, and stored information such as documents, diskettes, thumb or flash drives, etc. and commercial and locally developed software. The term also includes handwritten or printed material in paper form.
3. **Users** include employees, volunteers and any other affiliate or individual with access to use the City's computer resources. This does not include the public use of the internet through the Public Library.
4. **Provider** includes an entity that provides Internet, email, or other computer resources over a network. This term includes each personal computer owned by or leased to the City of Watauga, regardless of whether it is connected to any network system, as well as each peripheral apparatus, such as, but not limited to printers, routers, drives, wiring and cabling. The City of Watauga's Network may also provide access to other public networks and the Internet.
5. **Network** is the sum total of all computers and software owned, leased or otherwise under the control of the City, whether interconnected or not, by cables, telephone lines or other communication links.
6. **Software** is computer programs, routines and associated documentation essential to the operation and maintenance of computers.
7. **Hardware** is the physical, touchable, material parts of a computer or other electronic system.
8. **Other Communication Systems** includes telephone communication systems, pagers, postage meter, tablets, IPads, hot spots, copy machines, facsimiles, telephone service and voice mail, cell phones, workstations, printers, laptops, cameras and other related equipment used to conduct City business.

9. **Chief Information Officer** is the head of the Information Technology Department and responsible for maintaining the City's Information Systems, communicating Public Information, managing the City's social media presence and web site and providing for the daily support and training of City personnel.
10. **Virus** is a software program that is designed for the purpose of disrupting the normal operation of a computer or its software code and data.
11. **Chain mail** is any message sent to several persons requesting that each recipient send copies of the message on to any number of other persons.
12. **Junk mail** is any unsolicited e-mail consisting of mainly promotional material.
13. **Spam mail** is unsolicited and unwanted e-mail (or news postings) pushing a point generally sent to a large number of people.

B. Responsibilities

1. **Information Technology Department:** The Information Technology (I.T.) Department is responsible for developing and recommending standards, procedures, policies, and guidelines to management for the purpose of meeting the needs of data integrity, security, and the maintenance of a consistent environment. The Information Technology Department is responsible for setting up employee accounts to use the Internet and e-mail as well as creating and maintaining employee I.D. cards and building security access after receiving a request from Human Resources. Information Technology must approve all downloading of non-City software from sources via the Internet. All violations uncovered through the auditing or investigations by Information Technology will be reported to the Director of Human Resources for resolution.
2. **Department Director:** The Department Director may request Internet, network, e-mail and other access for employees in their department based upon the business necessity of the department. The Department Director or designee will review and refer all requests for downloading of non-City software from the Internet to Information Technology. The Department Director should review departmental use of the Internet and e-mail. They may revoke an employee's access to such systems at any time for any misuse of the systems or violation of this policy.
3. **Director of Human Resources:** The Director of Human Resources will ensure all employees are notified of the requirements and the provisions outlined in this policy. The Director of Human Resources will conduct a prompt and thorough investigation of any violations of this policy. It is the responsibility of the Human Resources Director or designee to inform the I.T. Department of separated personnel within two (2) days prior

the planned separation date, unless unforeseen circumstances require immediate termination.

4. **Supervisor:** Every supervisor should review employee use of the City's Information Systems. They may recommend to the Department Director that an employee's access be revoked. Every supervisor is responsible for ensuring this policy is communicated and that their staff remains in compliance.
5. **Users:** All employees are responsible for adhering to the intent of this policy and following all procedures. Any employee who becomes aware of misuse or abuse of the City's Information Systems such as Internet or e-mail system must promptly contact their supervisor. If an employee mistakenly accesses restricted material, he or she must immediately notify a supervisor, the helpdesk, or the Chief Information Officer so that this material may be blocked from further access. Each employee is personally responsible for the content of their Internet and e-mail use. All employees are hereby informed that use of the City's Information Systems, Internet and e-mail is not confidential, and each employee's activities may be monitored at any time. Employees will use the Internet and e-mail system for work related matters; however, personal e-mail is permitted on a limited basis as long as such e-mail does not otherwise violate this or other applicable City or departmental policies. Employees are forewarned that all e-mail is stored and subject to the Texas Public Information Act.

It is the responsibility of the user of the email system to manage email and voicemail messages. All City related messages both sent and received from a City provided email account, must be retained in accordance with State of Texas Retention schedules. For simplicity, the City requires that all City related email messages be retained for a period of not less than 6 years. Voicemail messages however, are only required to be retained as long as they are administratively valuable and therefore may be deleted at the users' discretion. The system automatically archives email that is more than 1 year old to the users' archive folder for an additional 5 year period. However, it is the responsibility of the individual user to manage and retain any City related message in a folder within their mailbox until it meets the appropriate retention criteria.

C. Commitment to City Information System

1. The City is committed to following a plan that will insure the standardization and compatibility of software, hardware, and data used for City business. By providing a consistent level of access and tools to City personnel, the City is able to improve communication and, in most cases, speed workflow.
2. The City is committed to protecting the integrity of the data it generates within its microcomputer environment from virus attacks, data corruption, system hacking by unauthorized persons, and from large unexpected disasters. Such disruptions cannot

only lead to the loss of valuable data, but also to an increase in workload for City personnel.

3. The City is further committed to providing guidelines for the use of City computers and data to insure that each is being used for the betterment of the City.
4. The City is also committed to protecting all software copyrights and to adhere to all software license agreements to which the City is a party. It is important to quantify to City personnel what is and is not considered the appropriate use of allocated equipment, system access, data, etc.
5. The City is committed to providing specific guidelines governing the functions of I.T. to insure the integrity of all data and to preserve the legal privacy of information regarding employees, citizens and business affairs in accordance with existing laws and other City policies. All data and information contained within the computer network or on City equipment is subject to the Texas Public Information Act, and may be accessible to the public under that Act upon request.
6. Virus detection software shall be installed and running at all times on each City workstation. The I.T. Department will provide monthly updates. Users must not intentionally disable the anti-virus software on their machines for any reason. If a user feels that the anti-virus software is not functioning correctly, then they should notify the I.T. Department for corrective action.
7. The I.T. Department will maintain at least a twenty-eight (28) day archive of data for the purpose of data recovery in the event data is either lost, damaged, or changed by accident or by sources outside of normal control. It shall be the responsibility of the I.T. Department to design the backup scheme and implement it. The backup method should be considered part of a disaster recovery plan.
8. The I.T. Department will not back-up users' desktops or local hard drives, and shall not be responsible for moving, maintaining or preserving any files stored in these locations.

D. Prohibited Activities

The following prohibitions are placed upon all employees of the City when using the City's Information Systems, including but not limited to City Network, Internet or e-mail. The City reserves the right to add to or modify the following list of prohibitions at any time. Any inappropriate use or failure to comply with these prohibitions may result in disciplinary action, up to and including termination.

1. Employees shall not violate copyright laws or send confidential information without prior written approval of the author, publisher, or owner.

2. Employees shall not use the internet or email to solicit for any reason that is not directly related to City business.
3. Employees shall not use the Internet or e-mail to transmit or access any material which is offensive, harassing, intimidating, disparaging, profane, obscene, sexually explicit, unethical, defamatory or threatening in nature, or which advocates an illegal act or violence or discrimination toward other people. Creating, sending or forwarding such material is grounds for disciplinary action, up to and including termination. The City has the right to block access to any site and may exercise that right at any time.
4. Employees shall not provide unauthorized access, use, alter, duplicate, destruct, or disclose any of the City's computer resources, data, including confidential or sensitive information, or proprietary information that compromises the integrity of the City and its business in any way.
5. Employees shall not hack, crack, or probe other networks or accounts.
6. Employees shall not participate in spamming, sending of unsolicited bulk mail, chain e-mail, mass postings or cross postings to news groups without prior approval from the Chief Information Officer.
7. Employees shall not be involved in any use that violates state or federal laws.
8. Employees shall not recklessly be involved in the propagation of computer worms or viruses.
9. Employees shall not be involved in the trafficking of chain e-mails or pyramid schemes.
10. Employees shall not conduct personal business or practices of any type that are intended for personal gain or misuse the systems for recreational purposes.
11. Employees shall not be involved with the illegal distribution of software otherwise known as pirating.
12. Locally installed modems or personal provider access is prohibited without the prior approval of the Chief Information Officer.
13. Employees shall not save City data to the local workstation. All sensitive and/or confidential information will be stored on the network server where access privileges can be set.
14. All employees are required to receive approval from Information Technology prior to downloading any non-city software. Employees approved for downloading software applications or executable files shall schedule these activities during the appropriate

time of day and are responsible for protecting the work environment from any virus or virus-like contamination. Every employee is required to scan all files for viruses prior to importing into City owned or leased equipment.

15. Employees are prohibited from engaging in forgery. Employees shall not misrepresent themselves or send e-mail under another employee's name, nor shall they send e-mail to anyone without identifying themselves as the sender.
16. Employees are prohibited from sharing or giving their own password, or using another employee's password or access codes.
17. Employees shall not attempt to access or read e-mail received by another employee without the authorization of the City Manager or the Director of Human Resources. Any such access will be coordinated through the Chief Information Officer.
18. Sending and receiving encrypted messages must be approved and agreed upon by the Chief Information Officer prior to sending or receiving such messages.
19. Employees receiving e-mail containing '.zip or .exe' files and other executable attachments are responsible for informing Information Technology before opening any such files.
20. Employees shall not directly email all Council Members as a group of two (2) or more members. When emailing more than one Council Member at a time, employees shall always use the "BCC" feature of the email system for inclusion of Council Member email addresses.

E. Privacy

Confidential or sensitive data shall not be sent over the Internet or e-mail. Texas law requires that all employees protect the integrity of the City's confidential information as well as the confidentiality of others. Each employee is required to understand and comply with the following instructions.

1. All materials sent or received over the Internet shall be considered property of the City. An employee does not have privacy rights in any matter created, received or sent. Employees are prohibited from circumventing or blocking any privacy or security measures.
2. The City reserves the right to monitor, access or disclose any message created, received or sent via the Internet or e-mail at any time, without advanced notice.
3. Employees must comply with all other personnel policies and procedures of the City and all established departmental practices or directives. Violations discovered by

monitoring or auditing activities may be grounds for disciplinary action, up to and including termination. Additionally, illegal activity discovered may be brought to the attention of the appropriate law enforcement agency.

4. Electronic messaging systems, as well as other computer systems, are subject to the right of discovery in legal actions brought against the City.
5. Additionally, electronic messages may be subject to disclosure under the Public Information Act.

F. Password Security

Any form of access or user account on any system that resides at any City facility, has access to the City network, or stores any non-public information requires user identification and system password. This form of authentication is essential in order to identify the person using an account as the authorized user and to prevent misuse by unauthorized users.

The following guidelines apply to all users (as previously defined):

1. Only the account user is allowed to login or use the computer as the user that the account is assigned to. You must not share your password with anyone under any circumstance and no individual can force you to reveal your password for any reason.
2. If misuse of computer profiles is tracked to your account, you will be assumed to have been the only person to know the password and will be held accountable for any misuse or unauthorized activity that may lead to discipline up to and including termination.
3. The Information Technology department will assign all new personnel passwords; it is incumbent upon new users to change their password at their first log on into the system.
4. Passwords should be changed every 45 days to prevent misuse or unauthorized access to your account. Passwords shall not be written down and stored in areas common to your work area where they may be easily compromised. If you believe your password has been compromised, you must change it immediately and contact the IT department.
5. Access to the City's Information Systems within the City of Watauga requires the use of an individual username and password. The username is assigned by the I.T. Department while the user sets the password. The username shall be of the following convention:
 - a. First Initial of first name + Last name
 - b. Example: The username for John Doe would be JDOE
 - c. If an identical username already exists then the scheme will take the first two initials of the first name and continue in this pattern until a unique name is created.

G. Access to City's Network using Personal Devices

Only City owned workstations, laptops or portable devices may be granted access to the City's Network infrastructure. Employee owned mobile phones or tablets may also be granted access to the City's secure WiFi network on a case by case basis. The I.T. Department will not however, provide any additional user support for employee owned devices.

The voluntary use of city email accounts by an employee outside of scheduled work hours by any means shall not be considered as authorized work without prior approval by the employees' supervisor, Department Head or City Manager. Such activity will not be subject to overtime pay unless previously approved.

H. Purchasing Software and Hardware

All hardware and software purchases will be coordinated through the I.T. Department. The I.T. Department will be responsible for ensuring that all software with original media is securely maintained. The I.T. Department will not be required to support any hardware or software that is purchased without prior approval.

I. Software Policy

1. City of Watauga employees shall not install any software including shareware or freeware on City computers without prior authorization from the I.T. Department. Software installs are permissible on City issued tablets or phones so long as no software license agreements are in breach.
2. Employees may not duplicate any licensed or unlicensed software or related documentation purchased by the City or by other parties unless the City has established a written agreement with the Software Licensor or has purchased valid licenses.
 - a. Intentional and willful unauthorized duplication of software may subject an employee and/or the City to both civil and/or criminal penalties under the United States Copyright Act.
 - b. Intentional and willful unauthorized duplication of software shall be considered an act of serious misconduct subjecting the employee to disciplinary action.
3. City of Watauga employees may not give software to any persons outside the City (i.e. clients, contractors, and customers). Employees may use City software on the network or assigned equipment only.
4. Software and work (documents, databases, spreadsheets, etc.) developed by City employees on City equipment remain the property of the City of Watauga. Such items are for the use of the City or contractors and cannot be sold or given to anyone except in accordance with state law without consent from the department head and the I.T. Department, or by the City Manager.

5. City employees may not use City equipment and/or software during or after City hours to conduct business that is not City business. The computer systems at the City are considered City assets and should be used only for conducting City business.
6. Only licensed software may be used on City computer systems. It is the policy of the City to purchase and register all applicable licenses for all software being used on City computers. This includes shareware and freeware. If a system has shareware software installed on it, there should be a registered license on file in the I.T. library of software. There shall be no exceptions to this rule.
7. In some cases, license agreements allow for employees to use another copy of the same licensed software at home. In this case, use of City software at home will be evaluated on a case-by-case basis. Once City software is installed on a home PC, the employee remains subject to the policies of the City concerning its use, distribution, etc. Software used at home will require the approval of the department head and the I.T. Department. In addition, department heads may wish to purchase additional licenses of software for employee use at home. This will also be evaluated on a case-by-case basis.
8. The I.T. Department will maintain a register of all City software. The department will keep a library of software media, software licenses, and any documentation.
9. City computers shall not be used to play games.

J. Hardware Policy

1. City computer equipment shall not be relocated from its assigned station without the prior knowledge of and approval of the I.T. Department.
2. Unauthorized opening of the computer case; the addition of new hardware; the removal of hardware; or the otherwise modification of the computer hardware components is prohibited except where deemed appropriate by the I.T. Department.
3. Hardware upgrades will be recommended by the I.T. Department as needed. The I.T. Department may also be consulted by department heads and users as to an appropriate upgrade path for existing hardware.
4. No employee owned software is allowed to be used on City computers. Employee owned software is allowed on City issued tablets or phones so long as no software license agreements are in breach. Other peripherals, add-ons or special devices will be considered on a case by case basis.
5. All city-owned hardware directly issued to an employee shall require the employee to sign an Electronic Loan Agreement (ELA), which details all components issued to the employee. Upon separation or request from I.T., all city-owned hardware listed on the ELA shall be returned in "like" condition. Damage to, or loss of, city issued hardware by an employee shall be reviewed on a case by case basis by the I.T. Department and may subject the employee to disciplinary action or replacement charges.

6. Users shall not directly sync personal or city issued devices such as iPhones, iPads or other like devices to City computers using applications such as iTunes. City issued equipment shall be synced to the cloud only.

K. Personal Folders

1. Personal folders (Drive H) are provided to users for personal use only. City-related work shall not be stored in a user's personal folder. The content of all personal folders is subject to auditing by the I.T. Department to insure compliance with this standard. Data stored in a user's personal folder will not be backed up as part of the City's backup schedule and the City assumes no responsibility for restoring, preserving or providing copies of the files stored therein to users upon termination.
2. Users shall not save personal music or video files to their personal folder and/or to any City workstation or server. If detected, these files will be deleted and notification to the user's department head will be provided by I.T. Abuse of this policy may result in suspension of a user's network access privileges.



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

POLICY TITLE	Social Media
INITIAL EFFECTIVE DATE	July 25, 2016
LAST REVISION DATE	Replaces <i>Section 27.12</i> of the Personnel, Administration and Financial Policies and Procedures Manual approved on February 24, 2014.
POLICY NUMBER	14.03

OBJECTIVE

The City endorses the secure use of social media to enhance communication, collaboration and information exchange, streamline processes, and foster productivity. This policy establishes the City's position on the utility and management of social media and provides guidance on its management, administration, and oversight. This policy is not meant to address one particular form of social media, rather social media in general, as advances in technology will occur and new tools will emerge.

SCOPE This policy applies to all employees.

POLICY

Social media provides a new and potentially valuable means of assisting the City and its personnel in meeting community outreach, problem-solving, investigative, crime prevention, and related objectives. This policy identifies potential uses that may be explored or expanded upon as deemed reasonable by administrative and supervisory personnel. The City also recognizes the role that these tools play in the personal lives of some City personnel. The personal use of social media can have a bearing on City personnel in their official capacity. As such, this policy provides information of a precautionary nature as well as prohibitions on the use of social media by City personnel.

A. Definitions

1. **Designated Administrator:** The Chief Information Officer is designated as the city-wide administrator of all social media sites.
2. **Blog:** A self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions or comments. The term is short for "Web log."
3. **Page:** The specific portion of a social media website where content is displayed and managed by an individual or individuals with administrator rights.

4. **Post:** Content an individual shares on a social media site or the act of publishing content on a site.
5. **Profile:** Information that a user provides about himself or herself on a social networking site.
6. **Social Media:** A category of Internet-based resources that integrate user-generated content and user participation. This includes, but is not limited to, social networking sites (Facebook, Instagram, Snap Chat), micro-blogging sites (Twitter, Nixle), photo- and video-sharing sites (Flickr, YouTube), wikis (Wikipedia), blogs, and news sites (Digg, Reddit).
7. **Social Networks:** Online platforms where users can create profiles, share information and socialize with others using a range of technologies.
8. **Speech:** Expression or communication of thoughts or opinions in spoken words, in writing, by expressive conduct, symbolism, photographs, videotape or other related forms of communication.
9. **Web 2.0:** The second generation of the World Wide Web focused on shareable user-generated content rather than static web pages. Some use this term interchangeably with social media.
10. **Wiki:** Web page(s) that can be edited collaboratively.
11. **Department personnel:** Any City employee or volunteer who is representing the City or a Department of the City in any capacity.

B. Department Use of Social Media

1. Set Up Requirements

- a. Where possible, each social media page shall include an introductory statement that clearly specifies the purpose and scope of the department's presence on the website.
- b. Where possible, the page(s) shall link to the individual department's official website or to the City's main website
- c. Where possible, the City's standard logo shall be used. Derivatives of the logo are not allowed.
- d. Where possible, the City's standard slogan shall be used. Derivatives of the slogan are not allowed.
- e. Social media page(s) shall be designed specifically for the target audience.

2. Procedures

- a. All department social media sites or pages shall be approved by the City Manager or his or her designee before being activated.
 - b. A department social media site shall be maintained by a departmental designee, designated in writing by the Department Manager.
 - c. Where possible, social media pages shall clearly indicate that they are maintained by the department and shall have department contact information prominently displayed.
 - d. Social media content shall adhere to applicable laws, regulations and policies, including all information technology and records retention policies. Content is subject to the Freedom of Information Act and the Texas Public Information Act. Relevant records retention schedules apply to social media content. Content must be managed, stored and retrieved to comply with open records laws and e-discovery laws and policies.
 - e. Whenever possible, social media pages shall maintain a one-way form of communication (City to public) wherein a visitor's ability to post comments is disallowed.
3. Department personnel representing a department via social media outlets shall conduct themselves at all times as representatives of the department and City, and accordingly, shall adhere to all department and City standards of conduct and observe conventionally accepted protocols and proper decorum.
 4. Department personnel shall identify themselves as members of the department and City.
 5. Department personnel shall not disseminate confidential information, including photographs or videos without the express written permission of the Department Head and/or City Manager.
 6. Department personnel shall not conduct political activities or private business on City social media, websites, pages, blogs, or any similar digital medium. Department personnel shall observe and abide by all copyright, trademark and service mark restrictions when posting materials. If in doubt, contact the Chief Information Officer.

C. Personal Use of Social Media

1. Barring state or federal law, or binding employee contracts to the contrary, City personnel shall abide by the following when using social media.
2. Employees are free to express themselves as private citizens on social media sites to the degree that their speech does not impair working relationships of the City for which loyalty and confidentiality are important, impede the performance of duties, impair discipline and harmony among coworkers, or negatively affect the public perception of the City.
3. As public employees, City personnel are cautioned that speech on or off duty, made pursuant to their official duties – that is, that owes its existence to the employee's

professional duties and responsibilities – is not protected speech under the First Amendment and may form the basis for discipline if deemed detrimental to the City. City personnel should assume that their speech and related activity on social media sites will reflect upon their office and the City.

4. Employees shall not post, transmit, or otherwise disseminate any information or any confidential information to which they have access solely as a result of their employment without written permission from the City Manager or his or her designee. For safety and security reasons, City personnel are cautioned not to disclose their employment with the City and are cautioned not to post information pertaining to any member of the City without their permission. This includes the use of the City logo, uniforms, or other similar identifying items on personal social media pages.
5. Employees shall adhere to the City's "Code of Ethics" Ordinance when posting to personal social media pages.
6. Employees may not divulge information gained by reason of their authority, make any statements, speeches, appearances or endorsements, or publish materials that could reasonably be considered to represent the views or positions of the City without express authorization.
7. Employees should expect that any information created, transmitted, downloaded, exchanged, or discussed in a public online forum may be accessed by the City at any time without prior notice.
8. City time and equipment should not be used for updating social media sites, including updating personal pages or profiles. Time spent on social media sites should be limited in the same manner as time spent on the telephone or internet when conducting personal business.
9. Employees may not use the City's logo, letterhead or other identifying material including pictures of themselves or co-workers wearing or displaying the City's logo.
10. Employees may not post discriminatory, defamatory, libelous, or slanderous comments when discussing the City, its governing body, supervisors, and employees.
11. Employees must comply with City policies and personal sites may be monitored to determine compliance with City policies.

D. Violations and Misuse

Violations of this policy are subject to disciplinary actions up to and including termination.



AGENDA MEMORANDUM

DATE: July 11, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Deby Woodard, Assistant Finance Director/Purchasing Manager *Deby Woodard*

THROUGH: Greg Vick, City Manager *GV*

SUBJECT: Approval of the Letter of Engagement for Whitley Penn, LLP to perform the Fiscal Year 2015-16 City of Watauga Independent Audit in an amount not to exceed \$50,500

BACKGROUND/INFORMATION:

The City Charter 9.06 (C) requires that an independent audit be made of all accounts of the City by a Certified Public Accountant. Financial Audit Services Proposal # 15-024 was awarded to Whitley Penn, LLC by Council in July 2015. This proposal agreement was awarded for the independent audit of Fiscal Year 2014-15 with a renewal option of four (4) subsequent fiscal years.

Staff has been pleased with the independent audit services performed by Whitley Penn, LLC and request approval of the attached Letter of Engagement for Whitley Penn, LLC to perform the Fiscal Year 2015-16 independent audit of the general purpose financial statements. This will represent the first renewal option for independent audit services.

FINANCIAL IMPLICATIONS:

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

RECOMMENDATION/ACTION DESIRED:

Approval of the Letter of Engagement for Whitley Penn, LLP to perform the Fiscal Year 2015-16 City of Watauga Independent Audit in an amount not to exceed \$50,500.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

- 1) Letter from Mark Daniel, City Attorney
- 2) Whitley Penn, LLC Letter of Engagement

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

July 11, 2016

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

Re: *Whitley Penn Audit Agreement*

Dear Ms. Woodard:

I am in receipt of the audit services engagement letter for fiscal year ending September 30, 2016 between the City of Watauga and Whitley Penn. I have reviewed this Agreement and approve of the same. Due to the nature of these audit services, I believe best practice dictates that the City Council approve the same.

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.

Thank you for your attention to the above and the opportunity to be of assistance.

Sincerely,



MARK G. DANIEL

MGD:tp

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



Houston Office
3411 Richmond Avenue
Suite 500
Houston, Texas 77046
713.621.1515 Main
whitleypenn.com

June 29, 2016

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

We are pleased to confirm our understanding of the services we are to provide City of Watauga, Texas (“the City”) for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the City’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis.
- 2) The Budgetary Comparison Schedules.
- 3) Required Supplementary Pension Information.

We have also been engaged to report on supplementary information other than RSI that accompanies the City’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor’s report on the financial statements:

- 1) Combining and Individual Fund Statements and Schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor’s report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section.
- 2) Statistical Section.

Audit Objective

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

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

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

Other Services

We will also prepare the financial statements of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to federal agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Whitley Penn, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to aforementioned parties or its designee. These parties or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit on approximately August 2016 and to issue our reports no later than February 2017. Celina Miller, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$50,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We would like to make the following comments regarding fee estimates:

- The City's personnel are responsible for the preparation of the items in the "PBC listing" and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing of fieldwork. The "PBC listing" will be provided to you during the planning process of the engagement.

To the Honorable Mayor and
Members of the City Council

June 29, 2016
Page 5

- Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may promulgated by the AICPA, Congress or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.
- Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the expectations and obtain approval for any additional fees which may be incurred.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Whitley Penn, LLP

RESPONSE:

This letter correctly sets forth the understanding of City of Watauga, Texas.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



**OFFICE OF THE CITY MANAGER
INTEROFFICE CORRESPONDENCE**

DATE: July 13, 2016

TO: Honorable Mayor and Members of the City Council

THROUGH: Greg Vick, City Manager *GV*

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

SUBJECT: Acceptance of the FY2016-17 WPDC Budget as Adopted by the WPDC Board of Directors and to set a Public Hearing on the Proposed Budget for August 29, 2016

Background/Information:

On July 12th, 2016, a Public Hearing was held for the Watauga Parks Development Corporation Proposed Budget for FY2016-2017. The Corporation voted to approve the budget and submit to the City Council for consideration. The City Council is asked to accept the Watauga Parks Development Corporation Budget for FY2016-2017, and to set a Public Hearing to allow for public comment on August 29th, 2016.

Financial Implications:

	<u>Total Proposed Expenses</u>	<u>Proposed FY2016-2017 Ending Fund Balance</u>
WPDC Operating Fund:	\$748,150	\$634,877
WPDC Capital Projects Fund:	\$246,000	\$238,128

Recommendation/Action Desired

Acceptance of the WPDC Budget as approved by the Board of Directors and to set a Public Hearing for August 29th, 2016.

Attachments

WPDC Adopted Budget

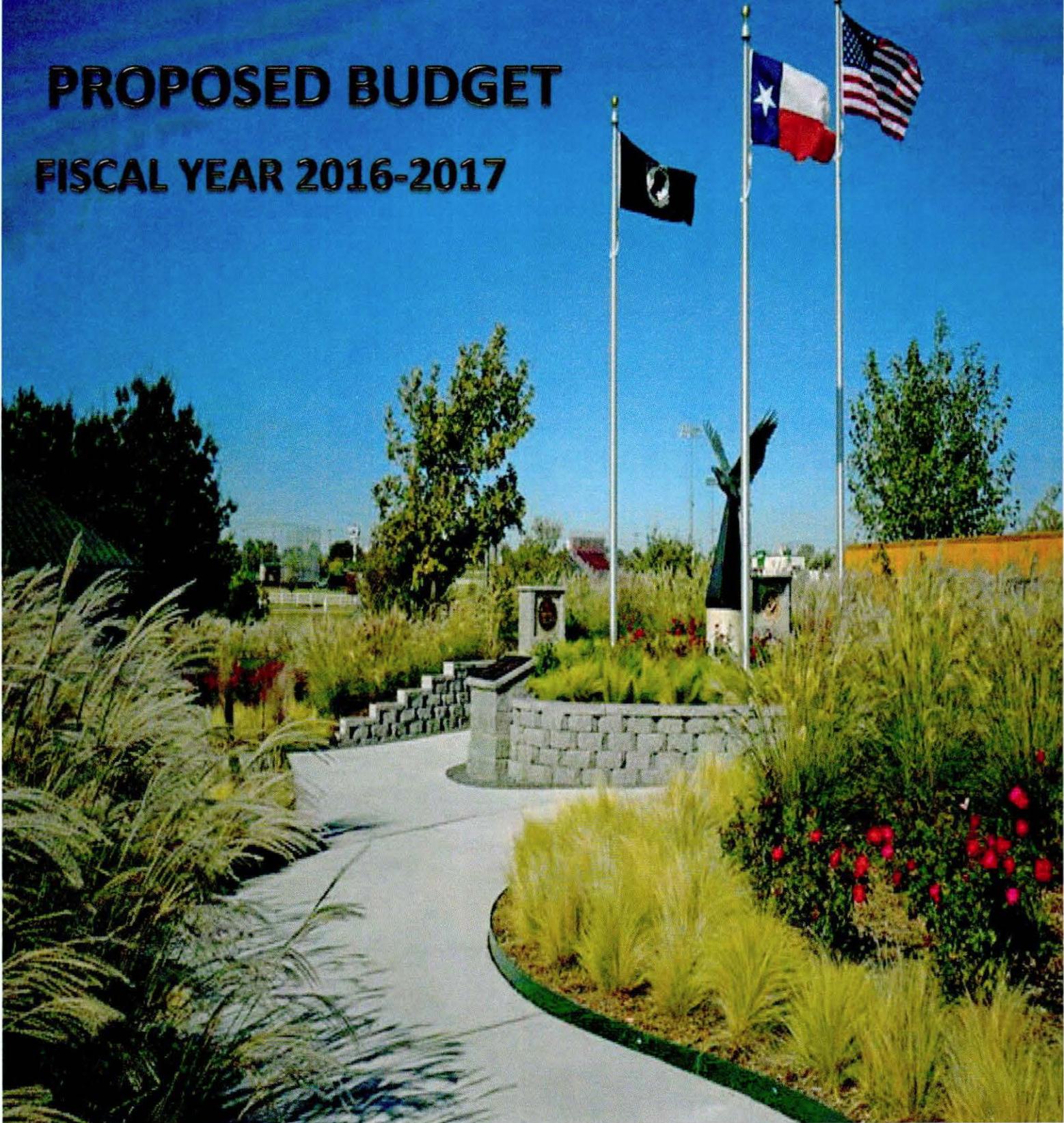
ATTACHMENT 1

WATAUGA PARKS

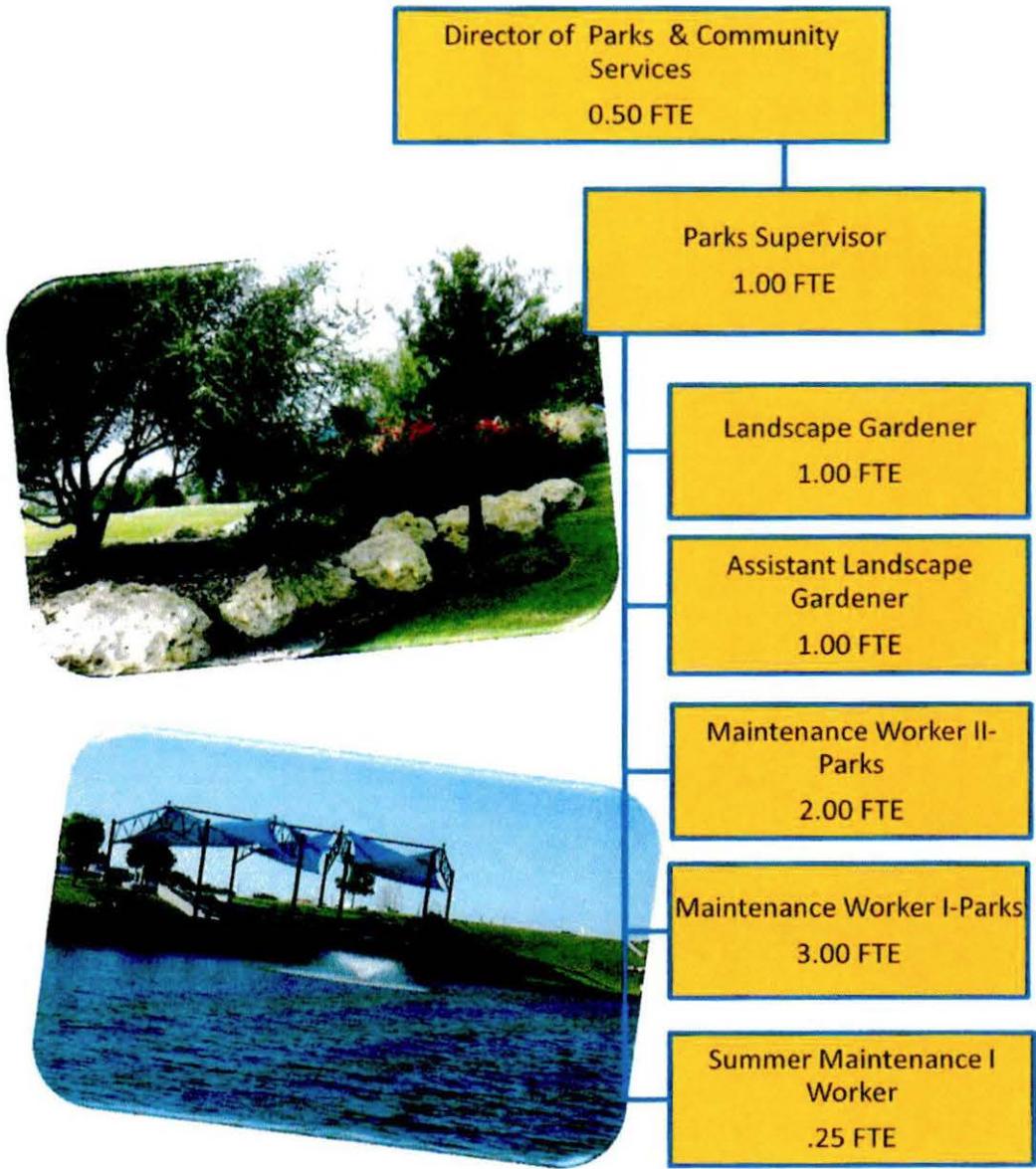
DEVELOPMENT CORPORATION

PROPOSED BUDGET

FISCAL YEAR 2016-2017



Parks Development Corporation Fund 04-075



SPECIAL REVENUE FUNDS

PARKS DEVELOPMENT CORPORATION BUDGET SUMMARY - FUND 04

	HISTORY		PROJECTED YEAR		BUDGET	%CHANGE
	2013-14 Actual	2014-15 Actual	2015-16 Budget	2015-16 Estimate	2016-17 Budget	FY2016-17 VS 2015-16
Fund Balance, October 1	\$899,539	\$729,743	\$535,903	\$682,920	\$637,092	
Revenues:						
Sales Taxes	747,898	784,142	772,262	744,935	744,935	-3.5%
Other Transfers In	0.00	0.00	0.00	0.00	0.00	0.0%
Interest Earnings	444	1,136	500	900	1,000	100.0%
Proceeds from Sale of Assets	0.00	4,418	0.00	0.00	0.00	0.0%
Operating Revenues	\$ 748,342	\$ 789,696	\$ 772,762	\$ 745,835	\$ 745,935	-3.5%
Total Available Resources	\$ 1,647,881	\$ 1,519,439	\$ 1,308,665	\$ 1,428,755	\$ 1,383,027	-2.0%
Expenditures:						
Non-Departmental	7,765	6,300	14,650	14,650	14,650	0.0%
Parks Department	662,073	589,819	693,200	689,400	695,500	0.3%
Operating Expenditures	669,838	596,119	707,850	704,050	710,150	0.3%
Operating Transfers-Out						
To General Fund	35,350	35,700	38,613	38,613	38,000	-1.6%
To PDC Construction	0.00	0.00	0.00	0.00	0.00	0.0%
To Internal Service Fund	0.00	18,000.00	49,000	49,000	0.00	-100.0%
To Debt Service	212,950	186,700	0.00	0.00	0.00	0.0%
Total Operating Transfers-Out	248,300	240,400	87,613	87,613	38,000	-55.9%
TOTAL OPERATING & TRANSFERS	\$ 918,138	\$ 836,519	\$ 795,463	\$ 791,663	\$ 748,150	-5.9%
Fund Balance, September 30	\$729,743	\$682,920	\$513,202	\$637,092	\$634,877	
CHANGE IN FUND BALANCE	(\$169,796)	(\$46,823)	(\$22,701)	(\$45,828)	(\$2,215)	

SPECIAL REVENUE FUNDS

DEPARTMENT: RECREATION AND COMMUNITY SERVICES

DIVISION / ACTIVITY: PARKS DEVELOPMENT CORPORATION FUND 04-075

LOCATION:

7901 Indian Springs Road
Watauga, Texas 76148
Phone Number: 817-514-5890

HOURS OF OPERATION:

Monday – Friday 7:00 A.M. – 4:00 P.M.

MISSION / PROGRAMS / SERVICES:

To provide a commitment to excellence in leisure opportunities, giving government support by enhancing the quality, safety and diversity for the citizens of Watauga's way of life and to preserve them for future generations.

- Maintain quality athletic fields for 220 youth and adult teams
- Maintain ten park properties totaling 119 acres
- Assist Recreation Division with six annual special events
- Provide assistance to other City Departments as needed

FY2015-2016 HIGHLIGHTS / ACCOMPLISHMENTS:

- Completion of BISD Park new irrigation system
- Installation of playground equipment shade structure at Capp-Smith Park
- Continued sidewalk repairs to Capp-Smith Park
- Installation of new kiosk sign structures at Capp-Smith Park
- Purchase and delivery of new Ford F450 dump truck
- Expansion of contract mowing services and the resulting operating budget savings
- Completion of 2016 Parks Master Plan

FY2016-2017 GOALS/ OBJECTIVES:

- Foster Village Park baseball fields new irrigation system and drainage
- Initiate natural vegetation and wildflower plantings at Capp-Smith Park and Whites Branch Creek
- Purchase of ride on fertilizer/herbicide applicator
- Installation of sign kiosks in additional parks
- Initiate ideas and projects proposed in the 2016 Parks Master Plan
- Expand volunteer projects throughout city parks

MAJOR BUDGETARY ISSUES AND OPERATIONAL TRENDS:

- Declining or flat sales tax trends and its effects on operational revenue
- Future funding of capital improvement projects proposed in the 2016 Parks Master Plan

SPECIAL REVENUE FUNDS

DEPARTMENT: RECREATION AND COMMUNITY SERVICES
DIVISION / ACTIVITY: PARKS DEVELOPMENT CORPORATION - FUND 04

EXPENDITURES	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 BUDGET	2015-2016 ESTIMATED	2016-2017 BUDGET
Non-Departmental	\$891	\$7,765	\$6,300	\$14,650	\$14,650	\$14,650
Personnel	\$523,164	\$529,435	\$448,941	\$485,300	\$490,000	\$482,000
Supplies	\$61,320	\$51,128	\$45,182	\$70,200	\$62,200	\$63,700
Maintenance	\$43,996	\$28,006	\$42,208	\$64,800	\$64,800	\$65,800
Contractual/Sundry	\$39,918	\$42,353	\$53,490	\$72,900	\$72,400	\$74,000
Capital Outlay	\$0	\$11,151	\$0	\$0	\$0	\$10,000
Transfers	\$1,058,636	\$248,300	\$240,400	\$87,613	\$87,613	\$38,000
TOTAL	\$1,727,925	\$918,138	\$836,521	\$795,463	\$791,663	\$748,150

PERSONNEL						
Rec & Comm. Services Director	0.50	0.50	0.50	0.50	0.50	0.50
Parks Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I / Parks	7.00	7.00	6.00	3.00	3.00	3.00
Maint. Worker II /Crew Leader Parks	2.00	2.00	2.00	2.00	2.00	2.00
Landscape Gardener	1.00	1.00	1.00	1.00	1.00	1.00
Temp/PT Maint Worker I Summer	0.00	0.00	0.25	0.25	0.25	0.25
Asst. Landscape Gardener	0.00	0.00	1.00	1.00	1.00	1.00
TOTAL	11.50	11.75	11.75	8.75	8.75	8.75

PERFORMANCE MEASURES / SERVICE LEVELS						
<i>Input / Demand</i>			<i>Actual 14-15</i>	<i>Budget 15-16</i>	<i>Estimated 15-16</i>	<i>Budget 16-17</i>
Athletic Fields maintained			10	10	10	10
Park Acres maintained			119	119	119	119

<i>Efficiency Measures / Impact</i>			<i>Actual 14-15</i>	<i>Budget 15-16</i>	<i>Estimated 15-16</i>	<i>Budget 16-17</i>
M&O Budget per Capita			\$34.14	\$33.76	\$33.60	\$30.73
M&O Percentage of City Budget			2.02%	1.95%	1.94%	
Acres per FTE			10	14	14	14

<i>Effectiveness Measures / Outcomes</i>	<i>Goals</i>		<i>Actual 14-15</i>	<i>Budget 15-16</i>	<i>Estimated 15-16</i>	<i>Budget 16-17</i>
Mow and maintain developed facilities weekly	5		95%	100%	95%	100%
Mow and maintain undeveloped facilities monthly	5		95%	100%	100%	100%
Hours of personnel training	6		60	60	60	60
Number of trees planted	5		25	25	10	10

SPECIAL REVENUE FUND

SIGNIFICANT BUDGET CHANGES

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

DEPARTMENT: RECREATION AND COMMUNITY SERVICES				
DIVISION / ACTIVITY: PARKS DEVELOPMENT CORPORATION - FUND 04				
DESCRIPTION	CATEGORY	ONE-TIME	ON-GOING	CHANGE EXPLANATION
Personnel	Personnel Services		(\$3,300)	Personnel adjustments
Wearing Apparel	Supplies		(\$1,000)	Decreased needs
Living Plant Supplies	Supplies		(\$7,000)	Historical usage adjustment
Recreation Supplies	Supplies		\$1,500	Paint for field markings
Sign Maintenance	Maintenance		\$1,000	Additional signage information
Rental of Equipment	Contractual/Sundry		(\$1,000)	Historical usage adjustment
Dues & Subscriptions	Contractual/Sundry		\$100	Increased costs
Electricity	Contractual/Sundry		\$1,000	Historical usage adjustment
Workers Compensation	Contractual/Sundry		\$1,000	Estimated increase
Other Equipment	Capital Outlay	\$10,000		New & Expanded FY2016-17 - Herbicide Application Equip
Transfer to General Fund	Transfers		(\$613)	Minor adjustment
Transfer to Internal Svcs.	Transfers	(\$49,000)		New & Expanded FY2015-16 - Dump Bed Truck
TOTALS:		(\$39,000)	(\$8,313)	

(\$47,313) NET INCREASE/DECREASE

SPECIAL REVENUE FUNDS

FY2016-17 NEW AND EXPANDED PROGRAM REQUESTS

PARKS DEVELOPMENT CORPORATION

Rank	Item	One-Time FY2016-17	Supplemental and/or Amort.	Total Requested	Funded Amount	Account
1	Pavestone Wall/Repair @ Capp Smith Park	\$ 200,000		\$ 200,000	\$ 200,000	F Capp Smith Park Improvements (05)
2	Herbicide & Fertilizer Application Equipment	\$ 10,000		\$ 10,000	\$ 10,000	F Other Equipment (04)
3	Shade Structures	\$ 90,000		\$ 90,000	\$ 16,000	P Playground & Park Equipment (05)
4	Playground Equipment - Park Vista	\$ 92,000		\$ 92,000		U Playground & Park Equipment (05)
5	Playground Equipment - BISD	\$ 30,000		\$ 30,000	\$ 30,000	F Playground & Park Equipment (05)
6	Picnic Pads with Shelter	\$ 42,000		\$ 42,000		U Playground & Park Equipment (05)
7	Dog Park	\$ 100,000		\$ 100,000		U Dog Park (05)
TOTAL		\$ 564,000	\$ -	\$ 564,000	\$ 256,000	

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: Parks Development Corporation

PROGRAM TITLE: Capp Smith Park Lake Wall Repair

REQUEST TYPE: One-Time

RANKING: 1

FUND/DEPT: 05-550

GOAL #: 5

FULL FY2016-2017 COST: \$200,000

ANY ON-GOING FUTURE COSTS:

FULL FY2016-2017 SAVINGS OFFSET:

LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:

RECOMMENDATION FOR DISPOSITION:

PROGRAM DESCRIPTION

Repair of East and West walls at Capp Smith Park Lake to be done in phases over the next 4 to 6 years.

SAVINGS/BENEFITS

There are specific locations where the wall is experiencing faults that need to be addressed soon. These weak points could eventually break off in sections causing additional structural damage which would cost the City more to repair. Due to Park Development Corporation fund balance, it is recommended that the City pursue this project in phases.

CONSEQUENCES OF NOT FUNDING PROGRAM

By not doing this project, the potential for further damage to the structure could be seen, costing more than projected.

EXPENSE IMPACT

<i>ACCOUNT NUMBER</i>	<i>ACCOUNT NAME</i>	<i>FY2016-2017 EXPENSE</i>	<i>ON-GOING EXPENSE</i>
05-550-85360	Capp Smith Park Impr.	\$200,000	
	TOTALS:	\$200,000	\$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: Parks Development Corporation
PROGRAM TITLE: Herbicide & Fertilizer Application Equipment
REQUEST TYPE: One-Time **RANKING:** 2
FUND/DEPT: 04-075 **GOAL #:** 3 5
FULL FY2016-2017 COST: \$10,000
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 stand-on spreader/sprayer to be used in the application of fertilizers, herbicides and pesticides.

SAVINGS/BENEFITS

The purchase of this piece of equipment will allow the application of products in a more efficient and effective manner in the effort of controlling weeds, insect infestations and promote healthy turf growth.

CONSEQUENCES OF NOT FUNDING PROGRAM

Without this piece of equipment the application process requires multiple staff and time. The use of this equipment will save staff time and product costs due to ineffective application.

EXPENSE IMPACT

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 EXPENSE	ON-GOING EXPENSE
04-075-85170	Other Equipment	\$10,000	
	TOTALS:	\$10,000	\$0

SAVINGS IMPACT/OFFSET

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



PATHFINDER XC SPREADER/SPRAYER SPECIFICATIONS

ENGINE

- Engine Model: GX200-URH2
- Engine specifications: See your Honda engine owner's manual.
- RPM: Full speed: 3750 rpm (no load) Idle: 1400 rpm.
- 2:1 gear reduction with wet clutch.

FUEL SYSTEM

- Capacity: 2.5 gal (9.5 L).
- Type of fuel: Regular unleaded gasoline, 87 octane or higher.
- Fuel shut-off valves: Located on engine and below tank.

TRANSMISSION

- Transmission Model: Peerless 855 Series.
- Gear selections: 2 forward, 1 reverse, neutral.
- Speed: 3.5 mph (5.6 km/hour) low gear, 5.0 mph (8.0 km/hour) high gear.

TIRES AND WHEELS

- Front tires: 18 x 950 - 8, RV antifreeze added for ballast and traction.
- Rear tires: 13 x 650 - 6

SPREADER

- Spreader model: Spyker 220 Series.
- Capacity: 220 lb.

SPRAYING SYSTEM

- Spray Pump: 2.0 GPM mechanically driven diaphragm pump.
- Tank: 16.0 gallon (60.6 L) capacity.
- Nozzles: Turbo FloodJet TF-VS5 (broadcast), Turbo TeeJet TT11004VP (trim).
- Spray Patterns: 10' wide pattern for general spraying, 3' narrow pattern for trim spraying.
- Spray Pressure: Regulated to 25 psi (172 kPa) to match ground speed with tip output.
- Spray Rate: Adjustable from 1/4 to 1/2 gallon per thousand square feet.

DIMENSIONS

- Overall length: 58.0" (147 cm).
- Overall width: 35.5" (90 cm).
- Overall height: 49.0" (124 cm).
- Weight: 450 lb. (204 kg) dry, 670 lb. (304 kg) full, 870 lb. (394 kg) full with 200 lb. (91 kg) rider.

ELECTRICAL SYSTEM

- Charging system: N/A
- Charging capacity: N/A
- Safety interlock system: This machine is equipped with a neutral safety start module. To start the engine, the transmission must be in the neutral (N) position.





Professional Turf Products, L.P.
 1010 North Industrial Blvd.
 Euless, Texas 76039
 Todd Smith
 (888) 776-8873 ext. 5454
 smitht@proturf.com



Ship To	City Of Watauga	Date	3/16/2016
Bill To	BUYBOARD (CONTRACT # 447-14)	Tax Rate	
Contact	Chad Stephens	Destination	
Address	624 North Grant	Trade-In	
City	Watauga, TX	Finance	
State	TX	Account Type	Contract
Postal Code	76148	Comments: Pricing includes freight and destination	
Phone			
Fax			

Proposal

Qty	Model #	Description	Unit	Extended
Toro				
1	34215	Toro Stand-on Spreader Sprayer (FI)	\$ 7,694.78 \$	7,694.78
Ground Logic				
1	ROVER	120 lb Dry Spreader (FI)	\$ 5,545.00 \$	5,545.00
1	ROVER XR	220 lb Dry Spreader (FI)	\$ 5,845.00 \$	5,845.00
1	PATHFINDER	120 lb. Dry Spreader/12 gallon spray tank (FI)	\$ 8,425.00 \$	8,425.00
1	PATHFINDER XC	220 lb. Dry Spreader/16 gallon spray tank (FI)	\$ 9,125.00 \$	9,125.00

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.

For all New Equipment, Refurbished units may be available for up to 40% savings.

Terms & Conditions:

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. After 30 days all prices are subject to change without notice.
5. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
6. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.
This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____

NEW/EXPANDED OR REDUCTION BUDGET WORKSHEET**FISCAL YEAR: 2016-2017****DEPARTMENT:** Parks Development Corporation**PROGRAM TITLE:** Shade Structures**REQUEST TYPE:** One-Time**RANKING:** 3**FUND/DEPT:** 05-020**GOAL #:** 3**FULL FY2016-2017 COST:** \$90,000**ANY ON-GOING FUTURE COSTS:****FULL FY2016-2017 SAVINGS OFFSET:****LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:****RECOMMENDATION FOR DISPOSITION:****PROGRAM DESCRIPTION**

This request is for the purchase of shade structures for the playgrounds located at five city parks including Foster Village, Indian Springs, Virgil Anthony, BIRD and Hillview.

SAVINGS/BENEFITS

The installation of the shade structures over these park playgrounds will provide protective shade for citizens during the summer months. This has been a continued request by citizens.

CONSEQUENCES OF NOT FUNDING PROGRAM

Users will continue to experience hot conditions on the playground equipment. Without a protective shade structure the playground utilization during summer months is limited due to sun exposure and excessive temperatures.

EXPENSE IMPACT

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 EXPENSE	ON-GOING EXPENSE
05-020-85210	Playground & Park Equip.	\$90,000	\$0
	TOTALS:	\$90,000	\$0

SAVINGS IMPACT/OFFSET

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



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

QUOTE
 #73108

01/04/2016

TP-12059-15 Foster Village Park

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

Ship To Zip: 76148

Quantity	Part #	Description	Unit Price	Amount
1	PHP2836S-14-FB	UltraShade - Hip Rec 28X36 Shade, 14' Eave Height, P/C Structure - <i>Price includes discount of \$869.61</i>	\$4,927.80	\$4,927.80
1	M-Engineer	UltraShade - Signed & Sealed Engineering Drawings, Calculations and Footing Design - <i>Price includes discount of \$107.25</i>	\$607.75	\$607.75
1	INSTALL	Game Time - Installation - Installation of above shade only. No other site work, demolition or concrete work included. <i>Acquisition of any and all permits is the sole responsibility of the customer. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation.</i>	\$8,979.59	\$8,979.59

Freight Calculated to zip code 76148

SubTotal: \$14,515.14
 Freight: \$702.88
Total Amount: \$15,218.02

DUE TO FLUCTUATING FUEL COSTS, FREIGHT SHOWN IS ESTIMATED FREIGHT. ACTUAL FREIGHT WILL BE DETERMINED AT THE TIME OF YOUR ORDER. PLEASE FEEL FREE TO CONTACT US TO VERIFY CURRENT FREIGHT CHARGES PRIOR TO PLACING YOUR ORDER.

Contract: Buy Board Contract #423-13

Important Terms & Conditions - Please Review

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

TP-12059-15 Foster Village Park

QUOTE
#73108

01/04/2016

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

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

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

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

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

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

TP-12059-15 Foster Village Park

**QUOTE
#73108**

01/04/2016

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

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Facsimilie: _____

Purchase Amount: **\$15,218.02**

Order Information:

Bill To: _____

Ship To: _____

Company: _____

Company: _____

Attn: _____

Attn: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Email Address: _____

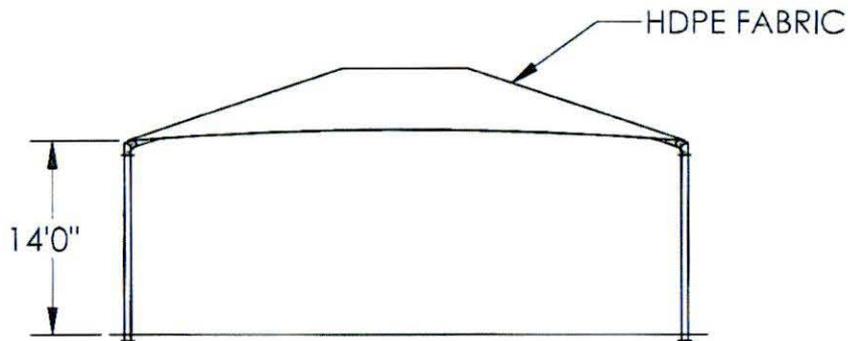
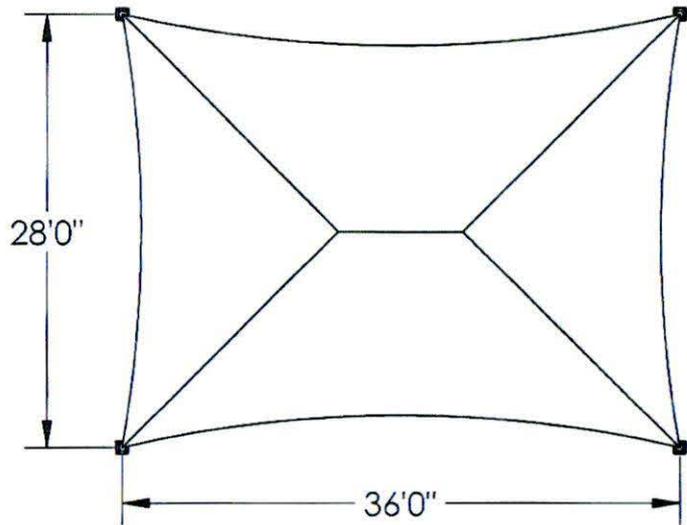
Email Address: _____

Tel: _____

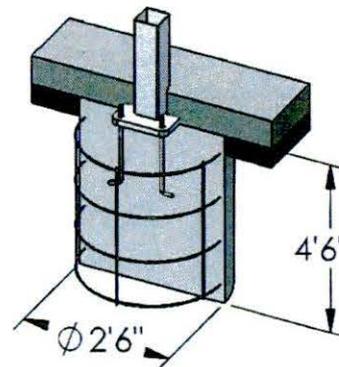
Tel: _____

Fax: _____

Fax: _____



REBAR CAGE
 (8) #6 VERTICAL
 #4 TIES @ 12" O.C.



FOOTING AND REBAR SPEC MAY CHANGE PENDING ENGINEERING APPROVAL
 PRELIMINARY - NOT FOR CONSTRUCTION



UltraPlaySystems, Inc.

PROPRIETARY DOCUMENT
 1675 Locust Street
 Red Bud, IL 62276
 Phone (603) 494-1900
 Fax (616) 282-9202

ALL DIMENSIONS
 ARE IN INCHES
 UNLESS OTHERWISE NOTED
 FABRICATION TOLERANCES
 DISTANCE: 1/16"
 ANGLE: 2"
 FABRICATION OF ALL
 EQUIPMENT MUST COMPLY
 WITH "ULTRA PLAY"
 DESIGN STANDARDS"

TYPE OF DWG	DRAWN BY
INS	JAA
DATE	REVISED
4/8/13	
CATALOG REFERENCE	

Hip 28x36 Shade
 14' eave
 Model Number

HP2836S-14-FB

SHEET 1 OF 1



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

QUOTE
 #73109

01/04/2016

TP-12061-15 Indian Springs

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

Ship To Zip: 76148

Quantity	Part #	Description	Unit Price	Amount
1	PHP30X36S-14-FB	UltraShade - Hip Rec 30X36 Shade, 14' Eave Height, P/C Structure - <i>Price includes discount of \$952.02</i>	\$5,394.80	\$5,394.80
1	M-Engineer	UltraShade - Signed & Sealed Engineering Drawings, Calculations and Footing Design - <i>Price includes discount of \$107.25</i>	\$607.75	\$607.75
1	INSTALL	Game Time - Shade Installation - Installation of above shade only. No other site work, demolition or concrete work included. <i>Acquisition of any and all permits is the sole responsibility of the customer. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation.</i>	\$11,673.47	\$11,673.47

Freight Calculated to zip code 76148

SubTotal: \$17,676.02
 Freight: \$764.16
Total Amount: \$18,440.18

DUE TO FLUCTUATING FUEL COSTS, FREIGHT SHOWN IS ESTIMATED FREIGHT. ACTUAL FREIGHT WILL BE DETERMINED AT THE TIME OF YOUR ORDER. PLEASE FEEL FREE TO CONTACT US TO VERIFY CURRENT FREIGHT CHARGES PRIOR TO PLACING YOUR ORDER.

Contract: Buy Board Contract #423-13

Important Terms & Conditions - Please Review

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

TP-12061-15 Indian Springs

QUOTE
#73109

01/04/2016

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

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

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

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

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TP-12061-15 Indian Springs

**QUOTE
#73109**

01/04/2016

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Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Facsimile: _____

Purchase Amount: **\$18,440.18**

Order Information:

Bill To: _____

Ship To: _____

Company: _____

Company: _____

Attn: _____

Attn: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Email Address: _____

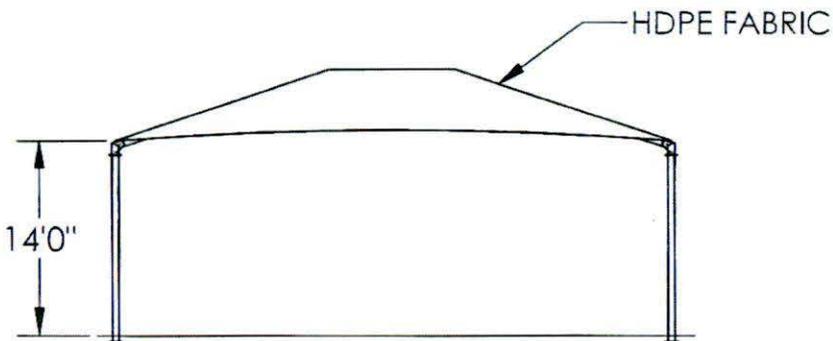
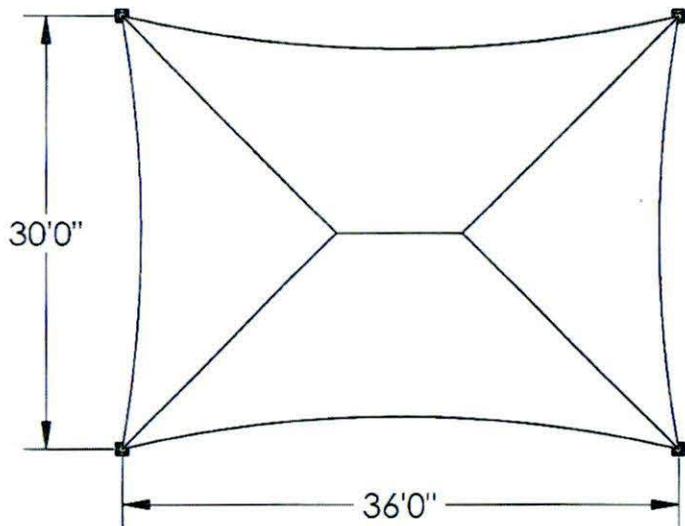
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Tel: _____

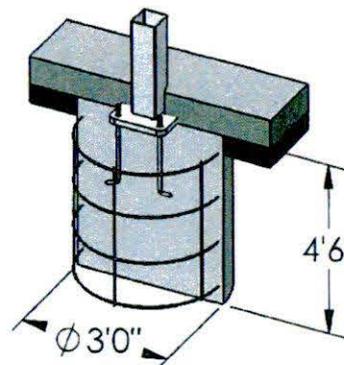
Tel: _____

Fax: _____

Fax: _____



REBAR CAGE
(8) #6 VERTICAL
#4 TIES @ 8" O.C.



UltraPlaySystems, Inc.

PROPRIETARY DOCUMENT
1675 Locust Street
Red Bank, PA 19807
Phone: (610) 282-8200
Fax: (610) 282-8202

ALL DIMENSIONS
ARE IN INCHES
UNLESS OTHERWISE NOTED
FABRICATION TOLERANCES
DISTANCE: 1/16"
ANGLE: 2"
FABRICATION OF ALL
EQUIPMENT MUST COMPLY
WITH "ULTRA PLAY"
DESIGN STANDARDS

TYPE OF DWG	DRAWN BY
INS	JAA
DATE	REVISED
5/29/13	

CATALOG REFERENCE

Hip 30x36 Shade
14' eave

Model Number
HP3036S-14-FB

SHEET 1 OF 1

FOOTING AND REBAR SPEC MAY CHANGE PENDING ENGINEERING APPROVAL
PRELIMINARY - NOT FOR CONSTRUCTION



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

QUOTE
 #73153

01/04/2016

TP-12084-15 Virgil Anthony Park

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

Ship To Zip: 76148

Quantity	Part #	Description	Unit Price	Amount
1	PHP2430S-14-FB	UltraShade - Hip Recta. 24'X30' Shade, 14' Eave Height, P/C Structure - <i>Price includes discount of \$733.69</i>	\$4,157.56	\$4,157.56
1	M-Engineer	UltraShade - Signed & Sealed Engineering Drawings, Calculations and Footing Design - <i>Price includes discount of \$107.25</i>	\$607.75	\$607.75
1	INSTALL	Game Time - Installation for Shade - <i>Installation of above shade only. No other site work, demolition or concrete work included. Acquisition of any and all permits is the sole responsibility of the customer. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation.</i>	\$8,979.59	\$8,979.59

Freight Calculated to zip code 76148

SubTotal: \$13,744.90
 Freight: \$787.13
Total Amount: \$14,532.03

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 Contract: Buy Board Contract #423-13

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TP-12084-15 Virgil Anthony Park

QUOTE
#73153

01/04/2016

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TP-12084-15 Virgil Anthony Park

**QUOTE
#73153**

01/04/2016

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Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Facsimile: _____

Purchase Amount: **\$14,532.03**

Order Information:

Bill To: _____

Ship To: _____

Company: _____

Company: _____

Attn: _____

Attn: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Email Address: _____

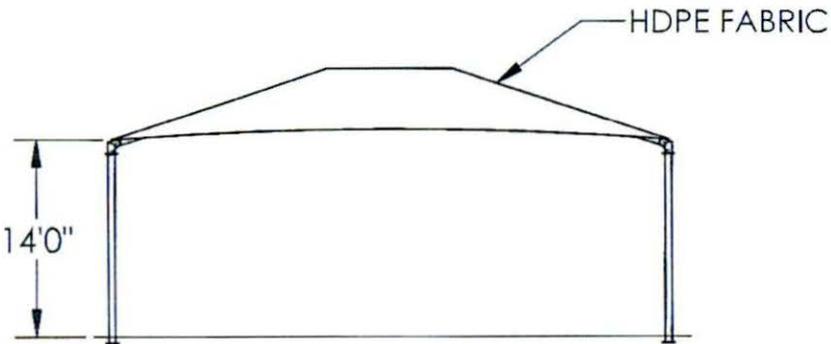
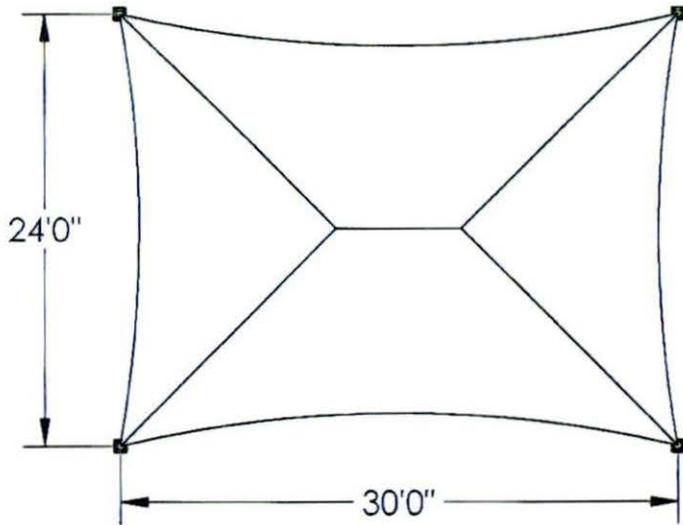
Email Address: _____

Tel: _____

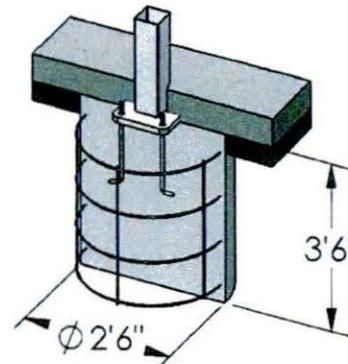
Tel: _____

Fax: _____

Fax: _____



REBAR CAGE
(8) #6 VERTICAL
#4 TIES @ 8" O.C.



FOOTING AND REBAR SPEC MAY CHANGE PENDING ENGINEERING APPROVAL
PRELIMINARY - NOT FOR CONSTRUCTION



UltraPlaySystems, Inc.

PROPRIETARY DOCUMENT
1675 LOCUST STREET
PO BOX 145117
PHOENIX, AZ 85014-1178
PHONE (618) 282-8300
FAX (618) 282-8202

ALL DIMENSIONS ARE IN INCHES
UNLESS OTHERWISE NOTED
FABRICATION TOLERANCES
DISTANCE: 1/16"
ANGLE: 2°
FABRICATION OF ALL EQUIPMENT MUST COMPLY WITH "ULTRA PLAY" DESIGN STANDARDS

TYPE OF DWG	DRAWN BY
INS	WM
DATE	REVISED
11/14/14	
CATALOG REFERENCE	
Hip 24x30 Shade 14' eave	
Model Number	
HP2430S-14-FB	
SHEET 1 OF 1	



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

QUOTE
 #73181

01/04/2016

TP-12058-15 BISD Park - Shade

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

Ship To Zip: 76148

Quantity	Part #	Description	Unit Price	Amount
1	PSQ38S-14-FB	UltraShade - Square 38' Shade, 14' Eave Height, P/C Structure - <i>Price includes discount of \$1719.44</i>	\$9,743.51	\$9,743.51
1	M-Engineer	UltraShade - Signed & Sealed Engineering Drawings, Calculations and Footing Design - <i>Price includes discount of \$107.25</i>	\$607.75	\$607.75
1	INSTALL	Game Time - Installation for Shade - Installation of above shade only. No other site work, demolition or concrete work included. <i>Acquisition of any and all permits is the sole responsibility of the customer. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation.</i>	\$11,673.47	\$11,673.47

Freight Calculated to zip code 76148

SubTotal: \$22,024.73
 Freight: \$2,445.94
Total Amount: \$24,470.67

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01/04/2016

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

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

TP-12058-15 BISD Park - Shade

**QUOTE
#73181**

01/04/2016

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

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Facsimile: _____

Purchase Amount: **\$24,470.67**

Order Information:

Bill To: _____

Ship To: _____

Company: _____

Company: _____

Attn: _____

Attn: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Email Address: _____

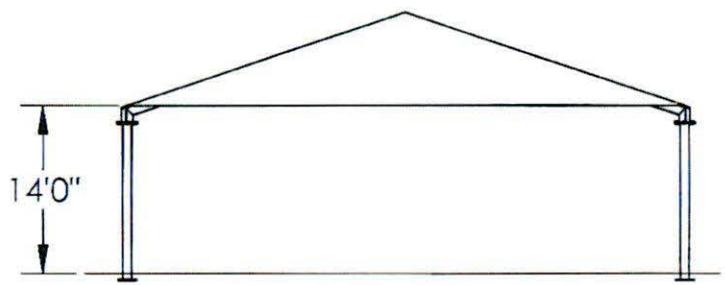
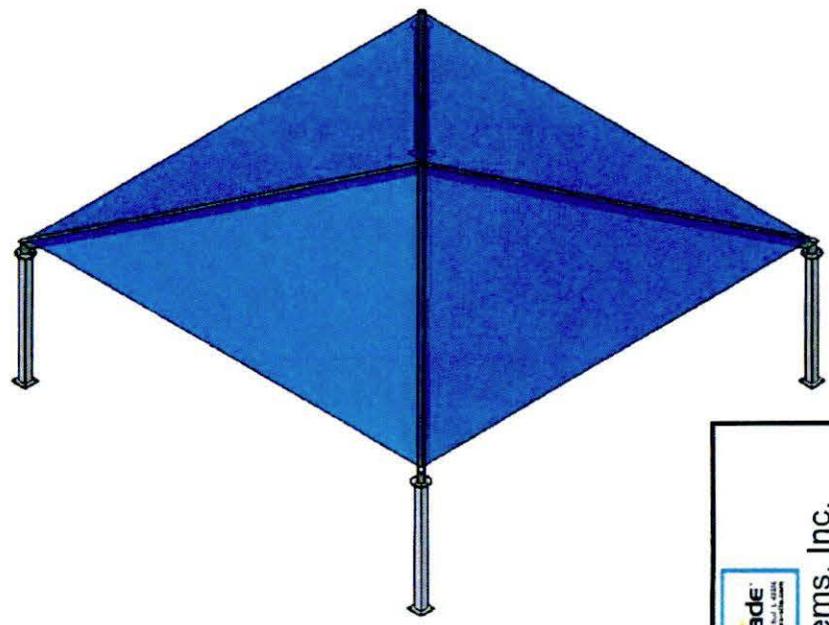
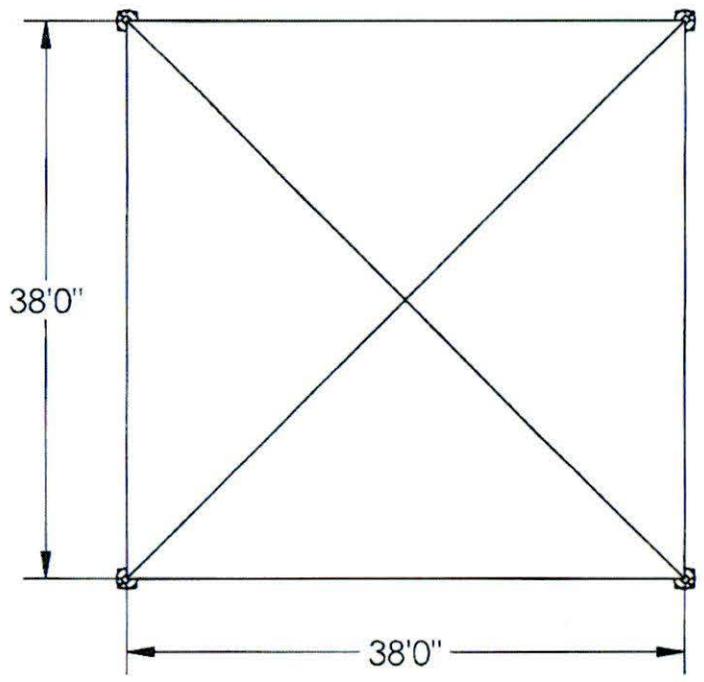
Email Address: _____

Tel: _____

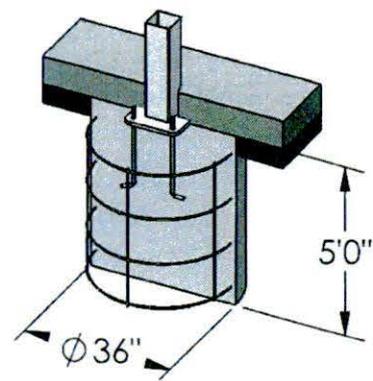
Tel: _____

Fax: _____

Fax: _____



REBAR CAGE
 (8) #6 VERTICAL
 #4 TIES @ 8" O.C.



FOOTING AND REBAR SPEC MAY CHANGE PENDING ENGINEERING APPROVAL
 PRELIMINARY - NOT FOR CONSTRUCTION



UltraPlaySystems, Inc.

PROPRIETARY DOCUMENT
 1875 Locust Street
 Red Bud, IL 62278
 phone (800) 46-ULTRA
 phone (618) 282-8200
 fax (618) 282-8202

ALL DIMENSIONS ARE IN INCHES
 UNLESS OTHERWISE NOTED
 FABRICATION TOLERANCES
 DISTANCE: 1/16"
 ANGLE: 2"
 FABRICATION OF ALL EQUIPMENT MUST COMPLY WITH "ULTRA PLAY" DESIGN STANDARDS

TYPE OF DWG	DRAWN BY
INS	JAA
DATE	REVISED
4/29/13	
CATALOG REFERENCE	
Square 38' Shade 14' eave	
Model Number	
SQ38S-14-FB	
SHEET 1 OF 1	



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

QUOTE
 #73110

01/04/2016

TP-12060-15 Hillview Park

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

Ship To Zip: 76148

Quantity	Part #	Description	Unit Price	Amount
1	PHP20X27S-14-FB	UltraShade - Hip Rec 20X27 Shade, 14' Eave Height, P/C Structure - <i>Price includes discount of \$589.06</i>	\$3,338.00	\$3,338.00
1	M-Engineer	UltraShade - Signed & Sealed Engineering Drawings, Calculations and Footing Design - <i>Price includes discount of \$107.25</i>	\$607.75	\$607.75
1	INSTALL	Game Time - Shade Installation - Installation of above shade only. No other site work, demolition or concrete work included. <i>Acquisition of any and all permits is the sole responsibility of the customer. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation.</i>	\$8,025.51	\$8,025.51

Freight Calculated to zip code 76148

SubTotal: \$11,971.26
 Freight: \$569.02
Total Amount: \$12,540.28

DUE TO FLUCTUATING FUEL COSTS, FREIGHT SHOWN IS ESTIMATED FREIGHT. ACTUAL FREIGHT WILL BE DETERMINED AT THE TIME OF YOUR ORDER. PLEASE FEEL FREE TO CONTACT US TO VERIFY CURRENT FREIGHT CHARGES PRIOR TO PLACING YOUR ORDER.

Contract: Buy Board Contract #423-13

Important Terms & Conditions - Please Review

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

01/04/2016

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

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

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

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

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TP-12060-15 Hillview Park

QUOTE
#73110

01/04/2016

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Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Facsimile: _____

P.O. No: _____

Date: _____

Phone: _____

Purchase Amount: **\$12,540.28**

Order Information:

Bill To: _____

Company: _____

Attn: _____

Address: _____

City, State, Zip: _____

Contact: _____

Email Address: _____

Tel: _____

Fax: _____

Ship To: _____

Company: _____

Attn: _____

Address: _____

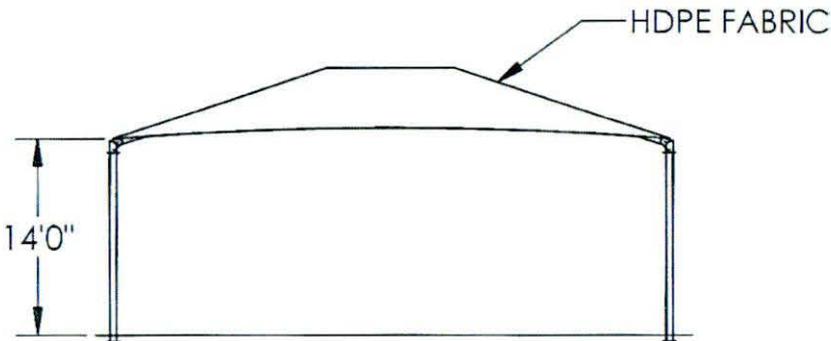
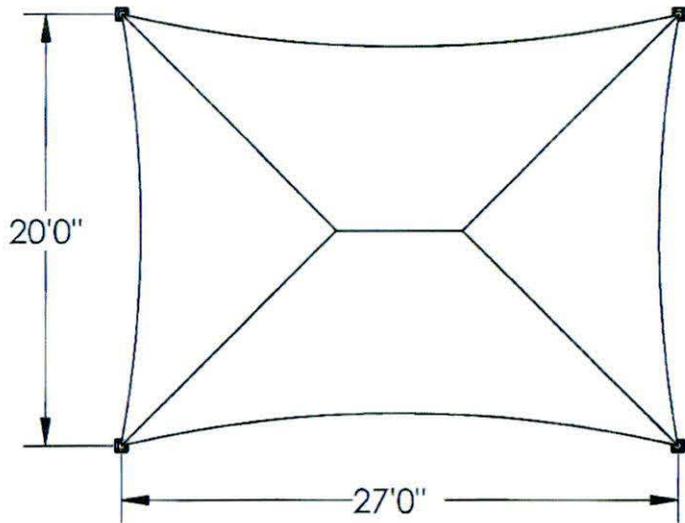
City, State, Zip: _____

Contact: _____

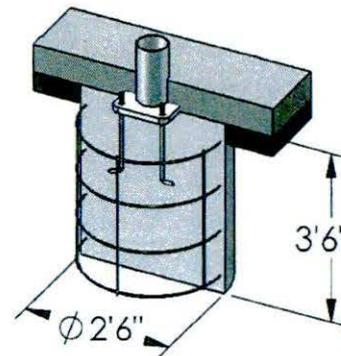
Email Address: _____

Tel: _____

Fax: _____



REBAR CAGE
(8) #6 VERTICAL
#4 TIES @ 8" O.C.



FOOTING AND REBAR SPEC MAY CHANGE PENDING ENGINEERING APPROVAL
PRELIMINARY - NOT FOR CONSTRUCTION



UltraPlaySystems, Inc.

PROPRIETARY DOCUMENT
1675 Locust Street
P.O. Box 145
Phone (800) 45-ULTRA
Phone (618) 282-8200
Fax (618) 282-8202

ALL DIMENSIONS ARE IN INCHES
UNLESS OTHERWISE NOTED
FABRICATION TOLERANCES
DISTANCE: 1/16"
ANGLE: 2"
FABRICATION OF ALL EQUIPMENT MUST COMPLY WITH "ULTRA PLAY" DESIGN STANDARDS"

TYPE OF DWG	DRAWN BY
INS	JAA
DATE	REVISED
7/7/15	
CATALOG REFERENCE	
Hip 20x27 Shade 14' eave	
Model Number	
HP2027S-14-FB	
SHEET 1 OF 1	

NEW/EXPANDED OR REDUCTION BUDGET WORKSHEET**FISCAL YEAR: 2016-2017**

DEPARTMENT: Parks Development Corporation
PROGRAM TITLE: Playground Equipment - Park Vista
REQUEST TYPE: One-Time **RANKING:** 4
FUND/DEPT: 05-020 **GOAL #:** 3
FULL FY2016-2017 COST: \$92,000
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 playground equipment for Park Vista neighborhood to compliment the Whites Branch Creek Trail.

SAVINGS/BENEFITS

Currently, there are no playgrounds in this section of the city. This project will allow citizens of this area of the city to participate in playground activities and meets with the strategic planning goal of "enhancing quality of life through recreational services".

CONSEQUENCES OF NOT FUNDING PROGRAM

Currently, there is limited family activities in this section of the city. Without this program the city will be unable to enhance the quality of life through recreational services.

EXPENSE IMPACT

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 EXPENSE	ON-GOING EXPENSE
05-020-85210	Playground & Park Equip.	\$92,000	
	TOTALS:	\$92,000	\$0

SAVINGS IMPACT/OFFSET

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

City of Watauga
Park Vista



A PLAY CORE Company



www.gametime.com

Rendering is for conceptual purposes only.

800.235.2440

ES&S
 150 Pinyon Drive SE
 Fort Payne, AL 35987
 www.esandsons.com

ISO 9001
 City of Watauga
 Park Vista
 Watauga, TX
 Total Recreation Products

This submittal is for review and approval only. It does not constitute a contract. It is subject to the 2010 DCA (CA) and other applicable laws, rules, regulations and ordinances of the State of Texas.

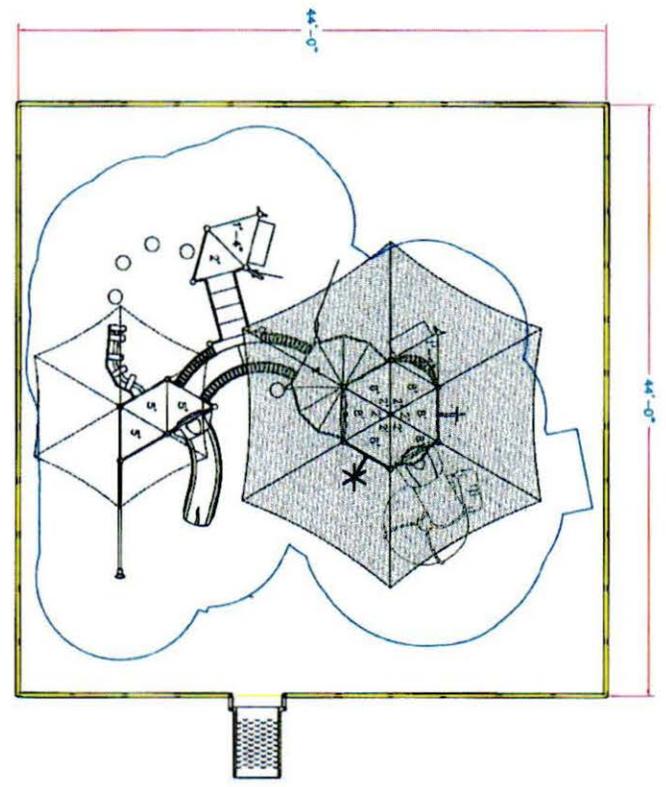
Total Character Play Components	Total Character Play Components Accessible By Ramp	Total Character Components Accessible By Transfer	Total Accessible Ground Level Components Shown	Total Character Types Of Ground Level Components
0	Required 0	Required 7	Required 4	Required 3

This play equipment is designed to meet the requirements of the Texas Public Pool Act (TPPA) 5-12.

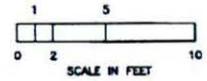
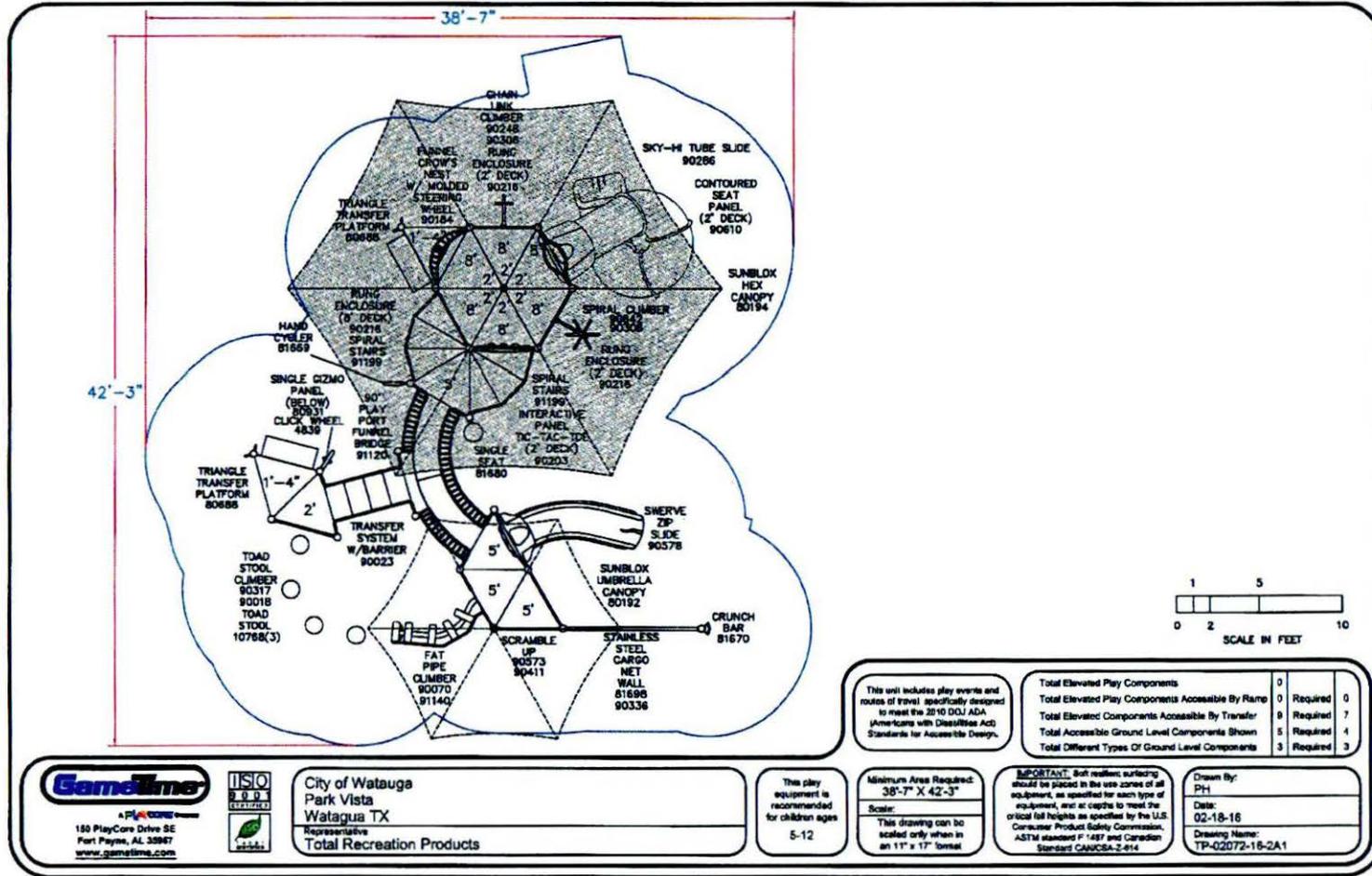
Minimum Area Required:
 40'0" X 40'0"
 Scale:
 This drawing can be used for reference only at 1/8" = 1'-0" unless otherwise noted.

NOTE: All equipment, materials, and components shall be used in accordance with the manufacturer's instructions and specifications. All equipment shall be installed in accordance with the manufacturer's instructions and specifications. All equipment shall be installed in accordance with the manufacturer's instructions and specifications.

Drawn By: _____
 P1
 Date: 02-16-18
 171-02072-16-1A1



SURFACING		CURBING	
TYPE	AMT	TYPE	PG
SO FT	19.96	LM FT	N/A
DEPTH	1"	HT	1"



Total Elevated Play Components	0	Required	0
Total Elevated Play Components Accessible By Ramp	0	Required	7
Total Elevated Components Accessible By Transfer	5	Required	4
Total Accessible Ground Level Components Shown	3	Required	3



City of Watauga
 Park Vista
 Watauga TX
 Representative
 Total Recreation Products

This play equipment is recommended for children ages
 5-12

Minimum Area Required:
 38'-7" X 42'-3"
 Scale:
 This drawing can be scaled only when in an 11" x 17" format

IMPORTANT: Soft surfacing should be placed in the use zones of all equipment, and as capable to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA Z-614

Drawn By:
 PH
 Date:
 02-18-16
 Drawing Name:
 TP-02072-16-2A1



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

QUOTE
 #73590

03/01/2016

TP-02072-16 Park Vista

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

Ship To Zip: 75057

Quantity	Part #	Description	Unit Price	Amount
1	RDU	Game Time - TP-02072-16-2A1 PowerScape Custom 5-12 Unit	\$76,375.00	\$76,375.00
1	RDU	Game Time - Surfacing Accessories (43 PlayCurbs, 1 ADA Curb, 1 Roll GeoTextile)	\$3,151.00	\$3,151.00
1	W56562	GT-Impax - 95 CY of Engineered Wood Fiber Playground Surfacing (1,936 SF at 12" Compacted Depth) - <i>Price includes \$212.85 discount and freight to Watauga, TX 76148</i>	\$1,950.87	\$1,950.87
1	INSTALL	Game Time - Installation of the Above Equipment and Surfacing Only - <i>No other site work, demolition or concrete work included. Acquisition of any and all permits is the sole responsibility of the customer.</i>	\$24,906.36	\$24,906.36

Freight Calculated to Installer zip code 75057

SubTotal: \$106,383.23
 Discount: (\$21,626.92)
 Estimated Freight: \$6,131.06
Total Amount: \$90,887.37

DUE TO RISING FUEL COSTS, FREIGHT SHOWN IS ESTIMATED FREIGHT. ACTUAL FREIGHT WILL BE DETERMINED AT THE TIME OF YOUR ORDER. PLEASE FEEL FREE TO CONTACT US TO VERIFY CURRENT FREIGHT CHARGES PRIOR TO PLACING YOUR ORDER.

Contract: Buy Board Contract #423-13

Important Terms & Conditions - Please Review

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

03/01/2016

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

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

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

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

TP-02072-16 Park Vista

**QUOTE
#73590**

03/01/2016

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Facsimile: _____

P.O. No: _____

Date: _____

Phone: _____

Purchase Amount: **\$90,887.37**

Order Information:

Bill To: _____

Company: _____

Attn: _____

Address: _____

City, State, Zip: _____

Contact: _____

Email Address: _____

Tel: _____

Fax: _____

Ship To: _____

Company: _____

Attn: _____

Address: _____

City, State, Zip: _____

Contact: _____

Email Address: _____

Tel: _____

Fax: _____

NEW/EXPANDED OR REDUCTION BUDGET WORKSHEET

FISCAL YEAR: 2016-2017

DEPARTMENT: Parks Development Corporation
 PROGRAM TITLE: Playground Equipment BISD Park
 REQUEST TYPE: One-Time RANKING: 5
 FUND/DEPT: 05-020 GOAL #: 3
 FULL FY2016-2017 COST: \$30,000
 ANY ON-GOING FUTURE COSTS:
 FULL FY2016-2017 SAVINGS OFFSET:
 LIST ANY EQUIPMENT TO BE REPLACED BY REQUEST:
 RECOMMENDATION FOR DISPOSITION:

PROGRAM DESCRIPTION

New & expanded request for additional playground equipment for the BISD playground to accommodate children ages 2-5 years.

SAVINGS/BENEFITS

There are no significant savings. This program would be in addition to the existing playground and will incorporate Council Goal # 3 , to enhance quality of life through recreational services.

CONSEQUENCES OF NOT FUNDING PROGRAM

There have been requests from citizens for these amenities to be installed to give the younger ages more traditional playground equipment to be used. The requests have come from the Park Master Plan Survey and the Park Public Forum.

EXPENSE IMPACT

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 EXPENSE	ON-GOING EXPENSE
05-020-85210	Playground & Park Equip.	\$30,000	
	TOTALS:	\$30,000	\$0

SAVINGS IMPACT/OFFSET

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



A PLAYCORE Company

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

QUOTE
#74679

06/02/2016

TP-05144-16 BISD Park - Shady Terrace 2-5 Unit

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

Ship To Zip: 75057

Quantity	Part #	Description	Unit Price	Amount
1	TRP124PT	Game Time - Shady Terrace Unit 2-5 Pick n Play Bundle - <i>Bundle includes equipment, wood surfacing, 12" accessible play ramp, 12" play curbs, geo-textile fabric, freight and certified GameTime installation</i>	\$28,600.00	\$28,600.00

Freight Calculated to Installer zip code 75057

SubTotal: \$28,600.00
Total Amount: \$28,600.00

DUE TO RISING FUEL COSTS, FREIGHT SHOWN IS ESTIMATED FREIGHT. ACTUAL FREIGHT WILL BE DETERMINED AT THE TIME OF YOUR ORDER. PLEASE FEEL FREE TO CONTACT US TO VERIFY CURRENT FREIGHT CHARGES PRIOR TO PLACING YOUR ORDER.

Contract: Buy Board Contract #423-13

Important Terms & Conditions - Please Review

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

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

TP-05144-16 BISD Park - Shady Terrace 2-5 Unit

**QUOTE
#74679**

06/02/2016

Order Information:

Bill To: _____

Company: _____

Attn: _____

Address: _____

City, State, Zip: _____

Contact: _____

Email Address: _____

Tel: _____

Fax: _____

Ship To: _____

Company: _____

Attn: _____

Address: _____

City, State, Zip: _____

Contact: _____

Email Address: _____

Tel: _____

Fax: _____

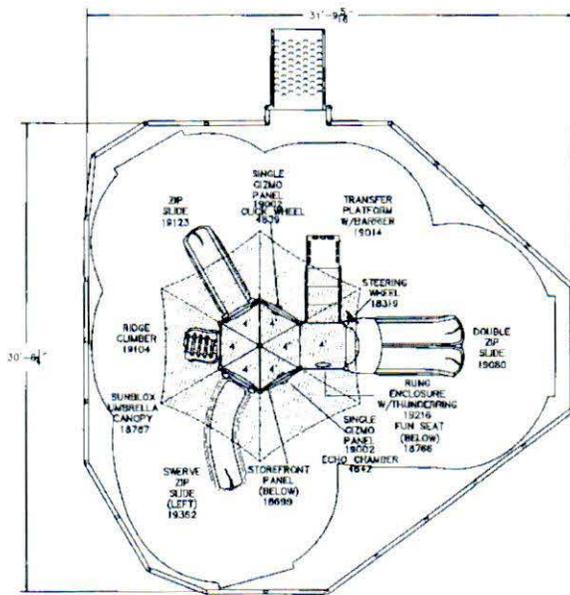
*City of Watauga - BISD Park
Shady Terrace 2-5 Unit*

GameTime



www.gametime.com

800.235.2440



SURFACING		1	5	CURBING	
TYPE	EW	0 2 4 6 8 10		TYPE	PLSTC
SQ FT	787	SCALE IN FEET		LN FT	106
DEPTH	12"			HT	12"

This set includes play events and pieces of steel specifically designed to meet the 2010 ADA ADA Standards for Accessible Design.	Total Elevated Play Components	7	Required	-
	Total Elevated Play Components Accessible by Ramp	7	Required	-
	Total Elevated Components Accessible by Transfer	7	Required	4
	Total Accessible Ground Level Components (Ramps)	2	Required	2
	Total Different Types of Ground Level Components	2	Required	2



150 PlayCare Drive SE
Fort Payne, AL 35967
www.gametime.com



City of Watauga - BIRD Park
Shady Terrace TRP 124PT
Watauga, TX
Representative
Total Recreation Products

This play equipment is recommended for children ages
2-5

Minimum Area Required:
31'-0" x 30'-0"
Scale:
This drawing can be scaled only when in an 11" x 17" format

IMPORTANT: All required surfacing should be placed in the use zones of all equipment, as specified by the U.S. Consumer Product Safety Commission. ASTM standard F-1487 and Canadian Standard CAN/CSA-2-614.

Drawn By:
PJI
Date:
06-01-16
Drawing Name:
TP-0514-16-2A1

NEW/EXPANDED OR REDUCTION BUDGET WORKSHEET

FISCAL YEAR: 2016-2017

DEPARTMENT: Parks Development Corporation
PROGRAM TITLE: Picnic Pads with Shelter
REQUEST TYPE: One-Time **RANKING:** 6
FUND/DEPT: 05-536 **GOAL #:** 3
FULL FY2016-2017 COST: \$42,000
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 to provide additional picnic areas in three park system locations with shade covers and grills.

SAVINGS/BENEFITS

There are no savings associated with this project. This project will be an addition to the quality of life and provide additional amenities for park patrons. This project request meets goal # 3 as part of the strategic plan initiatives.

CONSEQUENCES OF NOT FUNDING PROGRAM

There would be no consequences for not funding. The Watauga Park system has several picnic areas provided. Some with grilling opportunities and shade. These pad areas would complement the existing ones and would be spaced in locations that currently lack this type of structure.

EXPENSE IMPACT

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 EXPENSE	ON-GOING EXPENSE
05-536-85210	Playground & Park Equip.	\$42,000	
	TOTALS:	\$42,000	\$0

SAVINGS IMPACT/OFFSET

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



A PLAYCORE Company

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

QUOTE
 #74731

06/07/2016

TP-05153-16 Rev 1- Park Vista - Picnic Pads

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

Ship To Zip: 75057

Quantity	Part #	Description	Unit Price	Amount
3	28021	Game Time - P/S Food Court Table S/M	\$1,597.00	\$4,791.00
3	60	Game Time - Waist-Hi Stove, Permanent	\$258.00	\$774.00
3	28009	Game Time - 6' P/S Bench W/Back Inground	\$523.00	\$1,569.00
3	28026	Game Time - Receptacle W/Flat Top Inground	\$600.00	\$1,800.00
3	Offset	UltraShade - Umbrella 15' Shade, 13' Eave Height P/C Structure - <i>Price includes discount of \$1268.82</i>	\$2,396.66	\$7,189.98
1	M-Engineer	UltraShade - Signed & Sealed Engineering Drawings, Calculations and Footing Design - <i>Price includes discount of \$117.00</i>	\$663.00	\$663.00
1	INSTALL	Game Time - Installation - <i>Installation of Above Equipment including 3 Concrete Pads (15'X15'X4'); No other site work, demolition or concrete work included. Acquisition of any and all permits is the sole responsibility of the customer. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation.</i>	\$22,060.28	\$22,060.28

Freight Calculated to Installer zip code 75057

SubTotal: \$38,847.26
 Discount: (\$268.02)
 Estimated Freight: \$3,417.36
Total Amount: \$41,996.60

DUE TO RISING FUEL COSTS, FREIGHT SHOWN IS ESTIMATED
 FREIGHT. ACTUAL FREIGHT WILL BE DETERMINED AT THE
 TIME OF YOUR ORDER. PLEASE FEEL FREE TO CONTACT US
 TO VERIFY CURRENT FREIGHT CHARGES PRIOR TO PLACING
 YOUR ORDER.

Contract: Buy Board Contract #423-13

Important Terms & Conditions - Please Review

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

TP-05153-16 Rev 1- Park Vista - Picnic Pads

QUOTE
#74731

06/07/2016

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

Installation charges, if quoted, are for a "standard" installation unless specifically noted to be otherwise. Installation charges are due upon completion. Standard installations are based upon a soil work site, that is freely accessible by truck, (no fencing, tree/landscaping or utility obstacles, etc.), and level, (+/- 1-2% maximum slope). An accessible water source must be available to the installer. Any site work that is not expressly described is excluded. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply. Standard installations generally require from 2-10 business days to complete, depending upon the amount and type of equipment, site conditions, weather, and the installer's schedule. Work may or may not be performed in consecutive days. Playcurbs are staked in, not set in concrete. Engineered wood fiber and shredded rubber surfacings are spread, not compacted, rolled, or watered. Landscape timbers are not warranted. The Customer is responsible for locating and clearly marking all underground utilities in the installation area before any installation work can begin. The installer is not responsible for damages, repairs, or discontinuance of business due to damaged utilities. If applicable, sprinkler system locates, re-working and repairs are excluded from installation charges. Installation of all products, (equipment, borders, fall surfacing and amenities) are as quoted and approved by acceptance of quotes and drawings. As a precautionary measure, work in progress areas will be taped off at the end of the workday. Pier spoils from installation shall be spread at site, site will be left rough grade. The installer is not responsible for any damages or re-work resulting from after hours events or activities during the work in progress period. Temporary fencing is only provided by specific request, and additional charges will apply. Collectively and/or individually, not the manufacturer, TRP, their representatives, nor the installation company shall be held liable for any damages resulting from misuse, vandalism, or neglect. Any deviations from approved and accepted placement of all items, along with additional work, over and above quoted items, will be chargeable to the customer. Once work is completed the customer will be notified if present at the job site, and all responsibility of any new work will be transferred to the customer. The customer is responsible for maintaining the integrity of completed installation work until all components have seated and/or cured (concrete footings, etc.). Your project site must be completely prepared and ready to receive your equipment before any installation work begins. Acquisition of any and all permits is the sole responsibility of the customer. Additional charges may be billed for any extra hours or trips needed as a result of the work site not being ready. Neither the installation contractor, GameTime nor TRP will be responsible for delays caused by shortages, incorrect parts, weather conditions, other contractors, or lack of site readiness.

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

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

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

TP-05153-16 Rev 1- Park Vista - Picnic Pads

QUOTE
#74731

06/07/2016

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Facsimile: _____

P.O. No: _____

Date: _____

Phone: _____

Purchase Amount: **\$41,996.60**

Order Information:

Bill To: _____

Company: _____

Attn: _____

Address: _____

City, State, Zip: _____

Contact: _____

Email Address: _____

Tel: _____

Fax: _____

Ship To: _____

Company: _____

Attn: _____

Address: _____

City, State, Zip: _____

Contact: _____

Email Address: _____

Tel: _____

Fax: _____

NEW/EXPANDED OR REDUCTION BUDGET WORKSHEET**FISCAL YEAR: 2016-2017**

DEPARTMENT: Parks Development Corporation
PROGRAM TITLE: Dog Park
REQUEST TYPE: One-Time **RANKING:** 7
FUND/DEPT: 05-520 **GOAL #:** 3
FULL FY2016-2017 COST: \$100,000
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 and development of a dog park to be located in the Park Vista Division of the city. This site would provide citizens an exclusive area for families to have outdoor interactions with their pets.

SAVINGS/BENEFITS

There would not be a cost associated with the use of the park. It will be an addition to the quality of life. This project request meets goal # 3 as part of the strategic plan initiatives.

CONSEQUENCES OF NOT FUNDING PROGRAM

There are no unforeseen consequences by not funding this project.

EXPENSE IMPACT

ACCOUNT NUMBER	ACCOUNT NAME	FY2016-2017 EXPENSE	ON-GOING EXPENSE
05-520-85261	Dog Park	\$100,000	
	TOTALS:	\$100,000	\$0

SAVINGS IMPACT/OFFSET

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

City of Watauga Dog Park

Fencing

- 6 ft. chain link- 1,200ft **\$14,400.00**

Sidewalk

- 400 ft. of 4ft wide concrete walkway **\$4,400.00**

Fill dirt

- TBD amount **\$8,000.00**

Sod

- Bermuda sod 43,560 sqft. **\$12,000.00**

Irrigation system

- Irrigate 1acre site **\$10,000.00**

Utilities

- Water meter
- Electrical meter
- Sewer **\$10,000.00**

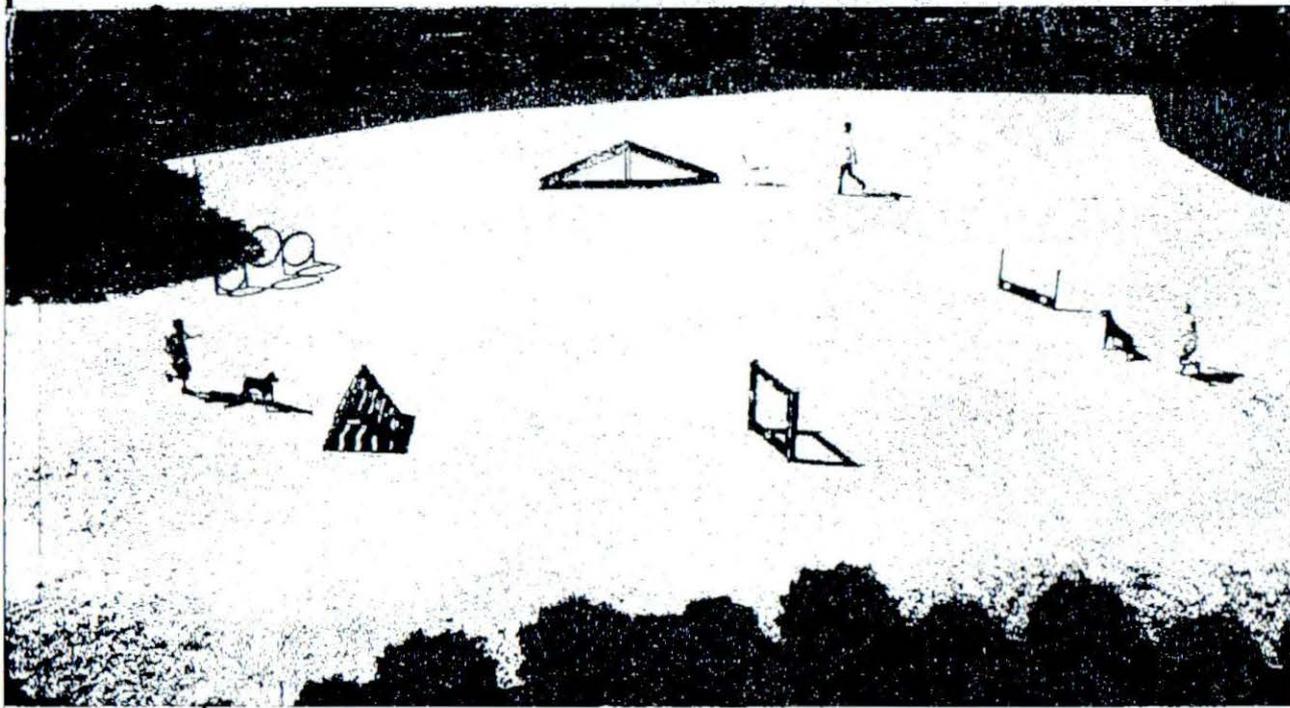
Site amenities

- Benches
- Doggy fountains
- Doggy bag dispensers
- Animal obstacles **\$12,000.00**

Estimated project cost:

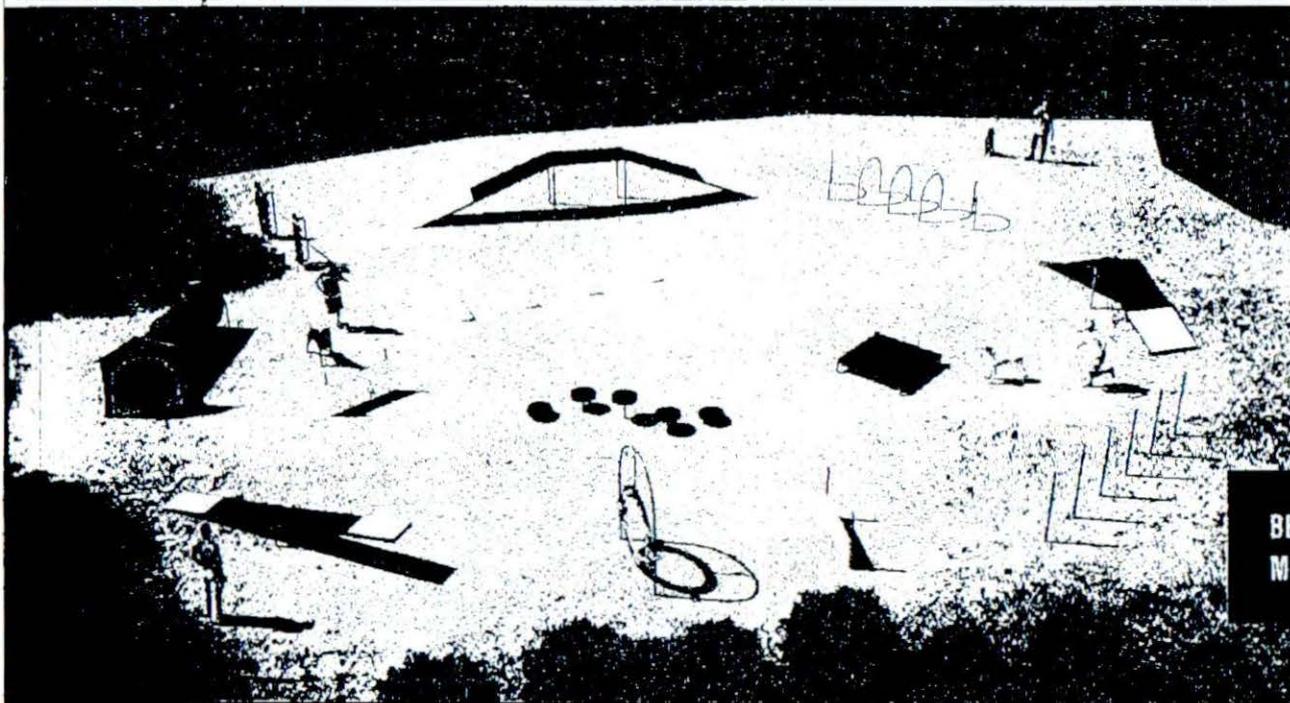
\$70,000-75,000.00

\$100,000



CANINE COURTYARD ESSENTIALS

Designed for apartment communities, RV resorts or smaller public parks, this kit includes five of our most popular agility components: Corgi Climb, Pointer Plank Jump, Husky Triple Hoop, Westie Window Jump and the Collie Crawl. Minimum space recommendation of 50'x50'.



COMPLETE SYSTEM

For the park that offers it all! Our Complete System includes 13 agility components (suitable for both large and small dog areas of the park), as well as our Custom Dog Park Rules Sign and a Pet Parking Post. Minimum space recommendation of 150'x75'.

**BE SURE TO VISIT OUR WEBSITE FOR
MORE PACKAGE OPTIONS!**

1 877 348 3647

DOG-ON-IT-AGILITY.COM

SPECIAL REVENUE FUNDS

**PARKS DEVELOPMENT CORPORATION BUDGET SUMMARY
FUND 05 - CAPITAL PROJECTS**

	HISTORY		PROJECTED YEAR		BUDGET
	2013-14 Actual	2014-15 Actual	2015-16 Budget	2015-16 Estimate	2016-17 Budget
Fund Balance, October 1	\$963,812	\$ 812,368	\$533,568	\$523,728	\$483,928
<u>Revenues:</u>					
Interest Earnings	618	1,156	200	200	200
Proceeds from Sale of Assets	0.00	0.00	0.00	0.00	0.00
Transfer from PDC Sales Tax Fund	0.00	0.00	0.00	0.00	0.00
Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Matching Grants	0.00	0.00	0.00	0.00	0.00
Total Revenues	\$ 618	\$ 1,156	\$ 200	\$ 200	200
Total Available Resources	\$ 964,430	\$ 813,524	\$ 533,768	\$ 523,928	484,128
<u>Expenditures:</u>					
Irrigation	13,921	0.00	18,000	18,000	0.00
Shade Structure - Foster Village	0.00	0.00	0.00	0.00	16,000
Playground Equipment - BISD	0.00	0.00	0.00	0.00	30,000
Skate Park	0.00	241,196	0.00	0.00	0.00
Building Improvement	0.00	0.00	0.00	0.00	0.00
Capp Smith Park Improvements	0.00	19,614	22,000	22,000	200,000
Veteran's Memorial	78,185	19,986	0.00	0.00	0.00
Trail System Improvements	0.00	9,000	0.00	0.00	0.00
Playground Equipment	0.00	0.00	0.00	0.00	0.00
Furniture & Fixtures	59,956	0.00	0.00	0.00	0.00
Total Expenditures	152,062	289,796	40,000	40,000	246,000
<u>Other Expenditures</u>					
Transfer to PDC Debt Service	0.00	0.00	0.00	0.00	0.00
Total Other Sources (Uses)	0.00	0.00	0.00	0.00	0.00
REVENUES OVER (UNDER) EXPENSES	\$ (151,444)	\$ (288,640)	\$ (39,800)	\$ (39,800)	\$ (245,800)
Fund Balance, September 30	\$812,368	\$523,728	\$493,768	\$483,928	\$238,128
CHANGE IN FUND BALANCE	(\$151,444)	(\$288,640)	(\$39,800)	(\$39,800)	(\$245,800)

CIP MASTER SCHEDULE
FY 2016-2017 TO FY 2020-2021
INCLUDES 2015-16 FOR REFERENCE

				FUNDING						
				SOURCE	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21
PROJECTS	Location	Size	Cost	CURRENT						&Future
PARKS & BUILDINGS			\$4,923,000		\$1,784,000	\$246,000	\$661,000	\$27,000	\$80,000	\$2,125,000
Shade Structure/Irrigation Proj	Capp Smith/Foster Vill		\$40,000	PDC	\$40,000					
Shade Structure City Wide	City Parks		\$95,000	PDC		\$16,000	\$22,000	\$27,000	\$30,000	
Playground Equipment	Park Vista		\$92,000	PDC			\$92,000			
Dog Park	Park Vista		\$100,000	PDC						\$100,000
Picnic Shade Structures	City Parks		\$42,000	PDC			\$42,000			
Pavestone Wall Repair	Capp Smith		\$200,000	PDC		\$200,000				
Splashpad	Capp Smith		\$300,000	PDC			\$300,000			
Playground Equipment	BISD		\$30,000	PDC		\$30,000				
Bridge&Sidewalk Improvements	Foster Village Park		\$150,000	PDC			\$150,000			
Irrigation System	Capp Smith		\$25,000	PDC			\$25,000			
Lighting Replacement	Capp Smith		\$350,000	PDC						\$350,000
Tennis/Basketball Ct. Repl.	Foster Village Park		\$175,000	PDC						\$175,000
Library Expansion/Tech	Whitley Road		\$1,580,000	TBD - 2018 Bond			\$30,000		\$50,000	\$1,500,000
Senior Center	Indian Springs	5400 sf	\$1,744,000	2014 Bond	\$1,744,000	\$0				



NOTICE OF PUBLIC HEARINGS

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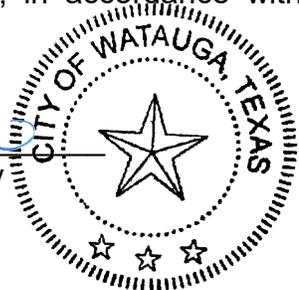
Planning and Zoning Case 16-04: Request for a zoning change from LB-Local Business to GB-General Business; and a Specific Use Permit (SUP) for Take 5 Oil Change, a proposed Auto, repair garage (light maintenance-oil change) at 7060 Denton Highway, legally described as Lot 1, Block 1, Westward Village Shopping Center Addition, located on the southeast corner of Denton Hwy and Hightower Drive. Kimberly Banks, VRE Denton, LLC, owner, Take 5 Oil Change, LLC, applicant.

Planning and Zoning Case 16-07: Request for a Specific Use Permit (SUP) for El Pollo Loco, a proposed Restaurant with drive-thru at 7900 Denton Highway, legally described as Lot 1, Block 2, Northpark Village Addition, located on the northeast corner of Denton Highway and North Park Drive. The property is zoned GB-General Business. Sultan Shamim and Sultan Manzurul, owners. Vaquero Ventures, applicant.

Published on Friday, May 20, 2016, in the Star Telegram, Legal Notices Section.

I, Zolaina R. Parker, City Secretary for the City of Watauga, Texas, hereby certify that this notice was posted on the official bulletin board at City Hall, 7105 Whitley Road, Watauga, Texas, on Tuesday, May 17, 2016 before 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code.


Zolaina R. Parker, City Secretary



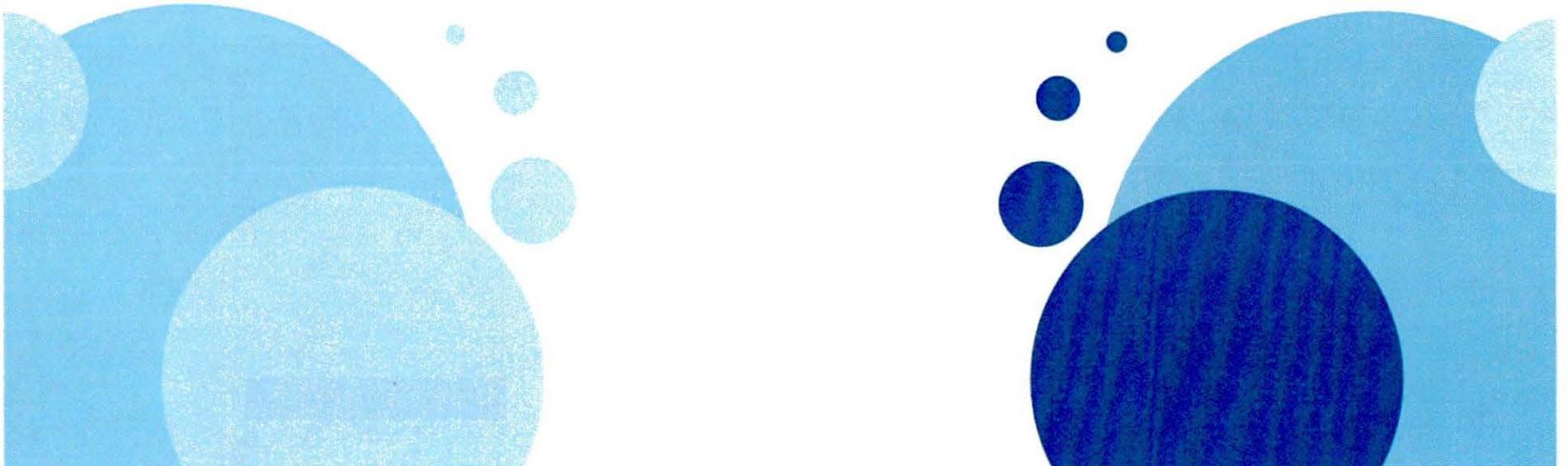


We are Watauga

City Council

July 25, 2016

Cases 16-04 & 16-07





We are Watauga

Case Information

- **Case 16-04**
- **Address: 7060 Denton Highway**
- **Description of Request: Rezoning from LB, Local Business to GB, General Business and SUP, Specific Use Permit for Auto Repair Garage for Take 5 Oil Change**





We are Watauga

Zoning Signs & Public Hearing Notice



Public Hearing Notification in
Ft. Worth Star Telegram on:
May 20, 2016





We are Watauga

Description of Request





We are Watauga

Planning and Zoning Consideration

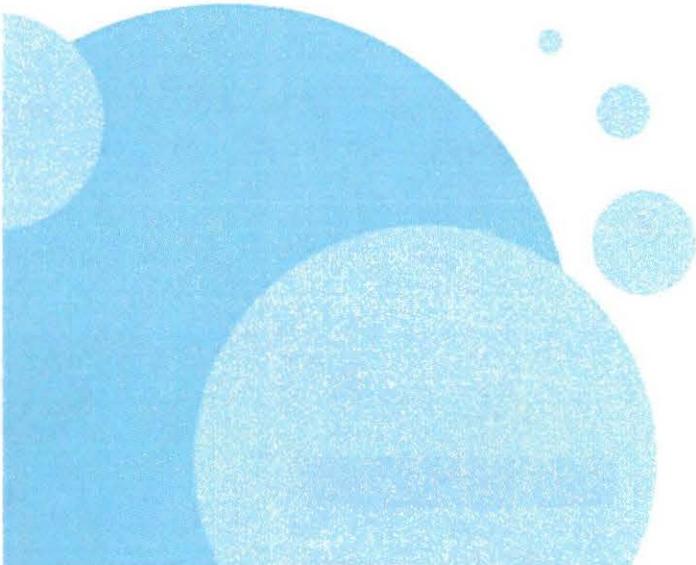
- **P&Z during their June 7th meeting voted to deny Case 16-04 by a vote of 4 to 1**
- **Consideration by Council for Case 16-04 for Take 5 Oil Change located at 7060 Denton Highway**
- **Any further questions?**



We are Watauga

Case Information

- **Case 16-07**
- **Address: 7900 Denton Highway**
- **Description of Request: Request for SUP for new drive-thru restaurant, El Pollo Loco**





We are Watauga

Zoning Signs & Public Hearing Notice



Public Hearing Notification in Ft. Worth Star Telegram on: May 20, 2016





We are Watauga

Planning and Zoning Consideration

- **P&Z during their June 7th meeting voted to approve Case 16-07 by a vote of 5 to 0**
- **Consideration by Council for Case 16-07 for SUP for drive-thru restaurant for El Pollo Loco located at 7090 Denton Highway**
- **Any further questions?**



AGENDA MEMORANDUM

DATE: July 25, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Jacquelyn Reyff, AICP

THROUGH: Greg Vick, City Manager 

SUBJECT: Planning and Zoning Case 16-04 for a zoning change from LB (Local Business) to GB (General Business) and a Specific Use Permit (SUP) for 7060 Denton Highway for Take 5 Oil Change.

BACKGROUND/INFORMATION:

A Request for a zoning change from LB (Local Business) to GB, (General Business) and a Specific Use Permit (SUP) at 7060 Denton Highway for **Take 5 Oil Change**; a proposed auto repair garage. The property is currently a vacated 7-11, a former convenience store with gas pumps. The applicant proposes to demolish all site improvements and redevelop according to the attached site plan.

On July 30 2015, the City Council amended the Zoning Ordinance, Permitted Use Table for automotive uses. Automotive uses were removed as a permitted use in the LB district. Automotive uses remained permitted but with an SUP in the GB, Commercial (C) and Industrial (I) zoning districts. This property being currently zoned LB, is required to be rezoned to GB in order to be eligible for consideration of an SUP.

Site Development Specifics and Zoning

The overall size of the property is approximately one-half acre and located at the southeast corner of Denton Highway and Hightower Drive.

The proposed building will be 1,634 SF and have three service bays, and office. All required setbacks are being met per the ordinance requirements. Building elevations depict materials of brick, glass, and EIFS used decoratively; and therefore meets the zoning ordinance requirement.

Landscaping

Proposed landscaping is in excess of zoning ordinance requirements.

- Percentage of Landscape Area required 1,026 SF -proposed 1,380 SF
- Trees required 7 -proposed 9

- Shrubbery required 21 proposed 70
- Groundcover required 103 SF proposed 510 SF

Therefore, landscaping meets the zoning ordinance requirements.

Parking

The required parking for the proposed use is three (3) parking spaces. The proposed parking for the site is eight (8) spaces including one (1) handicap. Parking meets the zoning ordinance requirements.

Ingress/egress is currently two curb cuts along Hightower Drive and one along Denton Highway. Applicant proposes to close one Hightower Drive curb cut, which is located closest to the intersection of Denton Highway and Hightower Drive. Additionally, they propose to add to the curb cut along Denton Highway a directional median and right turn only from this location.

Other Considerations

Applicant has proposed a potential easement for City signage based on discussion with Staff.

Additionally, about 13% of Watauga's economy is auto use related. With the city being landlocked and at 96% buildout, there is little land left for development. Adjacent to this property to the east is Tony's Express Wash & Lube; Car Wash, Oil Change, & Auto Detail. Tony's has been in business in Watauga for 16 years and started with a single car wash. The business expanded into a full service lube center and automotive repair. Tony's is very similar in nature to this proposed business. A McDonald's restaurant is adjacent to the south of the subject property. Harvest Church is located across Hightower Drive to the north.

Conformance with One Watauga/Master Plan

Will the proposed change enhance the site and the surrounding area?

The LB district permitted lower intensity commercial uses, such as, office, neighborhood based retail and restaurants. A restaurant with a drive-thru would require the addition of an SUP.

Is the necessary infrastructure already in place? No additional infrastructure, ie., water, sewer, utilities, would be needed to develop this site.

Is the proposed change a better use than that is recommended by Future Land Use Plan/Map? The future land use plan/map recommends local retail and

commercial; uses that serve the needs of the residents of the community. Heavy commercial uses such as this, serve a larger regional area, and may not be considered a compatible use at this intersection.

Will the proposed use impact adjacent residential areas in a negative manner or may it enhance it? The subject is not directly adjacent to residential uses, but it is within a few hundred feet of existing single family homes.

Are uses adjacent to proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility? Immediately east of this property is Tony's Express Wash & Lube, a similar use as is being proposed. An additional automotive use may appear as a proliferation of auto uses at this major intersection leading into Watauga.

Does the proposed use present a significant benefit to public health, safety and welfare of community? No it does not based on its location directly next to a long standing business in Watauga offering the same and enhanced automotive services.

FINANCIAL IMPLICATIONS:

None.

RECOMMENDATION/ACTION DESIRED:

Staff recommends denial of Planning and Zoning Case 16-04. The Planning and Zoning Commission during their meeting on June 7, 2016 voted one (1) to approve and four (4) to deny Zoning Case 16-04. As such, for Council to overturn the request of denial from the Planning and Zoning Commission per Zoning Ordinance a favorable vote of three-fourths (6 out of 8) of all the members would be necessary.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

- 1) Agenda Memorandum
- 2) Notice of Public Hearings
- 3) Planning and Zoning Application and Narrative
- 4) Statement Owner Verification
- 5) Property Owner Notification List and Returned Letters
- 6) Site Plan
- 7) Landscape Plan
- 8) Elevations
- 9) City Attorney Letter of Approval and Ordinance
- 10) Planning and Zoning Commission Recommendation to Council
- 11) Exhibit introduced from Applicant during P&Z meeting

Attachment 2



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Planning and Zoning Case 16-04: Request for a zoning change from LB-Local Business to GB-General Business; and a Specific Use Permit (SUP) for Take 5 Oil Change, a proposed Auto, repair garage (light maintenance-oil change) at 7060 Denton Highway, legally described as Lot 1, Block 1, Westward Village Shopping Center Addition, located on the southeast corner of Denton Hwy and Hightower Drive. Kimberly Banks, VRE Denton, LLC, owner, Take 5 Oil Change, LLC, applicant.

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Published on Friday, May 20, 2016, in the Star Telegram, Legal Notices Section.

I, Zolaina R. Parker, City Secretary for the City of Watauga, Texas, hereby certify that this notice was posted on the official bulletin board at City Hall, 7105 Whitley Road, Watauga, Texas, on Tuesday, May 17, 2016 before 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code.


Zolaina R. Parker, City Secretary



Attachment 3



Planning & Zoning Application

CASE NO. 16-04

P&Z Fee: 150.00
Date Paid: 3-30-16
Receipt #: 01848843

SELECT ZONING APPLICATION TYPE:

- Zoning Change, Special Use Permit, Planned Development

PROPOSED USE OF PROPERTY: Auto, Repair Garage (Light Maintenance) - Oil Change

EXISTING USE OF PROPERTY: Vacant old 7-11 building

ZONING INFORMATION: From Existing LB - Local Business District to Proposed GB - General Business District

PROPERTY ADDRESS: 7060 Denton Highway, Watauga, TX 76148

Legal Description: (Abstract) (Tract) (Block) 1 (Lot) 1

(Survey) (Addition) Westward Village Shopping Center

IF PROPERTY IS NOT PLATTED, PLEASE PROVIDE METES AND BOUNDS DESCRIPTION.

COMPLIANCE OF PROPOSED PROJECT TO ONE WATAUGA/COMPREHENSIVE MASTER PLAN:

- Will the proposed change enhance the site and the surrounding area? Yes
Is the necessary infrastructure already in place? Yes
Is the proposed change a better use than that is recommended by Future Land Use Plan/Map? No, complies with plan
Will the proposed use impact adjacent residential areas in a negative manner or may it enhance it? No
Are uses adjacent to proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility? Yes
Does the proposed use present a significant benefit to public health, safety and welfare of community? Yes

OWNER INFORMATION: NAME: VRE Denton, LLC (Please Print)

ADDRESS: 1211 S. White Chapel Boulevard, Southlake, Texas 76092

PHONE: (817) 912-0523 EMAIL: KBanks@verdadrealestate.com

For additional owners, please include additional copies of this page. The property owner may sign the application or submit a notarized letter of authorization.



Planning & Zoning Application

REPRESENTATIVE/AGENT INFORMATION: NAME: Henry Robert
(Please Print)

BUSINESS NAME (If applicable): Take 5 Oil Change, LLC

BUSINESS ADDRESS: 3100 West Esplanade Ave N, Metairie, LA 70002

PHONE: 504-537-0670 EMAIL: Henry@Take5OilChange.com

***I have read the completed application and know the same is true and correct and hereby agree that if a permit is issued all provisions of the City Ordinances and State Laws will be complied with whether herein specified or not. I agree to comply with all property restrictions. I am the owner of the property or the duly authorized agent.**

***Submittal of false information or omission as required by this application may result in any permit, license, or approval being revoked.**

***Signatures certify that all information provided is true and correct**

Jason Keen
Owner Name (Print)

5/6/16
Date

[Signature]
Owner Signature

SCOTT D. STONE
Agent Name (Print)

5/10/16
Date

[Signature]
Agent Signature

APPLICATION SUBMITTAL REQUIREMENTS

- Ten (10) folded copies of 24"x36" of a Site Plan (Technical requirements provided on separate sheet), Landscaping Plan, Elevations in color and one digital (PDF) copy of zoning exhibit.
- The following items are required with all types of applications:
 - Zoning Application form.
 - Application filing fee of \$150. This is non-refundable.
 - One 11"x17" copy of subdivision plat (if the property is platted).
 - One digital (PDF) copy of subdivision plat (if property is platted).
- If request is for (i) a portion of a platted lot, or (ii) an un-platted lot, surveyed site boundary dimensions (metes and bounds) and gross acreage determined by licensed surveyor must be provided electronically in Microsoft Word format and in paper copy.
- Additional information may be requested by the Development review Team if deemed essential for review and consideration by Planning and Zoning Commission and City Council.
- Written narrative explaining in detail the proposal.

OFFICE USE ONLY: CASE APPROVED BY:		
PLANNING & ZONING COMMISSION:	Yes _____ No _____	DATE: _____
CITY COUNCIL:	Yes _____ No _____	DATE: _____
ADDITIONAL P&Z FEE: _____	RECEIPT #: _____	DATE: _____

Specific Use Permit Narrative Proposed Take 5 Oil Change

Take 5 Oil Change is proud of the support and good working relationship it has in every community it serves. We have a unique business model in that it is focused exclusively on oil changes. Customers stay in the car during service and average service times are approximately 8 minutes, with some as fast as 5 minutes. Take 5 Oil is able to serve its customers in this unique manner, and with this speed, because it only performs oil changes and no other maintenance activities.

The company currently operates more than 60 locations across the Southeast, including 16 new stores in the Dallas – Fort Worth area. The demand for this type of quick-lube, no drop-off, no wait service is significant in this market. We believe that our target customers will seek out this service whether within the Watauga city limits or in the broader Dallas – Fort Worth market.

Our target customers are the typical working families who struggle to find time to either wait for long periods of time, or drop off their cars, for the routine maintenance of an oil change. By staying in the car for the service, our customer's day can be almost completely uninterrupted as we provide the ultimate ability for our customers to multi-task.

Many of our competitors find the oil change to be a "loss-leader" service to get a customer in the door for more lucrative services. Take 5 Oil Change has unique processes which allow us to be profitable on a very limited service offering. Tony's Lube & Automotive Repair, which is located on the adjacent property, is a direct competitor. Tony's offers numerous services which Take 5 does not – Tony's provides Car Washes; Air Conditioning Repair; Brake Repair; Tune-Ups; Computer Diagnostics; Engine Replacement; Front End Alignment & Repairs; Radiator Service; Suspension Repair; Shocks and Struts; Timing Belts; Transmission Repair; Water Pump Repair; and Wheel Alignments. In some markets – and Take 5 is open to doing it in this case – a cooperative relationship has been developed between businesses through which Take 5 recommends / refers service repairs to its neighboring business.

A Take 5 Oil Change facility has no lifts, hydraulics, or any processes which generate noise or fumes. The services bays are extremely clean and there are no underground pits or tanks. A typical store has 50 cars a day, which is less than most any kind of retail establishment. Our typical hours of operation are 7 am – 8 pm Monday to Friday; 7 am – 7 pm Saturdays; and 9 am – 5 pm Sundays. A typical store like the one being proposed in Watauga has 4 employees per shift.

Tony's Lube & Automotive Repair is not truly a competitor given the large volume of services it provides. To compare the two businesses is like comparing McDonalds and Starbucks. Both sell coffee, but if you want, or need, more than just coffee you're unlikely to go to the Starbucks. However, both can coexist given the different customer.

The proposed location at the corner of Denton Highway and Hightower Drive has been abandoned for approximately two years. 7-11 had previously operated a store at the location more 15 years and concluded that it was no longer a viable location. One highly successful, experienced national chain has concluded that the site does not meet its minimum criteria for investment. Two years has passed before another tenant has expressed a serious interest in the property.

While the city would prefer a different kind of investment at the site, it is a blight on the community to have such a high-profile intersection – a gateway to the community just around the corner from city hall – with a boarded up building serving as a sentry discouraging further investment in the community. Supporting this application will provide momentum in the city by providing a new high quality, well built, aesthetically pleasing facility to replace a long-existing eyesore. Furthermore, by rejecting the application, the city would be essentially handcuffing the property owners who are paying taxes, but being denied a tenant.

Attachment 4



Statement of Owner Verification

I, Kimberly Banks, VRE Denton, LLC hereby certify that the statements furnished on my
(PLEASE PRINT NAME HERE)

Planning & Zoning Application for Planning & Zoning Case and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

By signing this application, I certify that I am the legal title holder for the property concerned in the application for the above mentioned Planning & Zoning Case.

Compliance with written requirements. No specific use permit shall be granted unless the applicant, owner, and grantee of the specific use permit shall be willing to accept and agree to be bound by and comply with the written requirements of the specific use permit as attached to the site plan drawing (or drawings) and recommendation by the planning and zoning commission and approved by the city council.

I understand that it is necessary for me or my agent to be present at the Planning and Zoning Commission and City Council public meetings to represent this request.

Kimberly Banks
Applicant Signature

03/21/2016
Date

State of Texas
County of TARRANT

Before me, the undersigned authority, on this day personally appeared Kimberly Banks, known to me, or proved to me on the oath of Driver License Verification, or through description to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21st day of March, 2018.

Debra Wiley
Signature of Notary Public



My commission expires the 28th day of May, 2018.



Statement of Agent Authorization

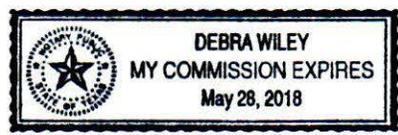
I, Kimberly Banks, VRE Denton, LLC, owner of 7060 Denton Highway also known as Block 1, Lot 1 of the Westward Village Shopping Center subdivision in the City of Watauga hereby certify that I have given my permission to Henry Robert, Take 5 Oil Change LLC to act as my agent for this specific use permit and site plan approval submitted as Planning and Zoning Case . "As the owner of the aforementioned property, I accept and agree to be bound by and comply with any written requirements of a specific use permit or any change in zoning of the property."

Signature of Owner: Kimberly Banks, Name (Typed or Printed): Kimberly Banks, Date: 03/21/2016

Notary Acknowledgement No. 2: Before me, the undersigned authority, on this day personally appeared Kimberly Banks, known to me to be the person whose name is subscribed to the above and foregoing instrument, and knowledge to me that he/she executed the same for the purposes and consideration expressed and in the capacity therein stated.

Given under my hand and seal of office on this the 21st day of March, 2016

Notary Public Debra Wiley (with signature)



Notary Public in and For the State of TEXAS

My commission expires the 28th day of May, 2018

Attachment 5

ZONING CASE 16-04

Planning and Zoning Case 16-04: Request for a zoning change from LB-Local Business to GB-General Business; and a Specific Use Permit (SUP) for Take 5 Oil Change, a proposed Auto, repair garage (light maintenance-oil change) at 7060 Denton Highway, legally described as Lot 1, Block 1, Westward Village Shopping Center Addition, located on the southeast corner of Denton Highway and Hightower Drive. Kimberly Banks, VRE Denton, LLC, owner, Take 5 Oil Change, LLC, applicant.

City records indicated that the names listed below are the owners of property within 200' (two hundred) feet of the above request. As prescribed by Chapter 115, Article II, Section 115-34 (c), (5), property owners have been notified and invited to appear or write and give their input regarding the above zoning case. **Date requested for response is no later than May 31, 2015.**

<u>NAME</u>	<u>ADDRESS</u>	<u>RESPONSE</u>
MCDONALD'S Corp. Attn: Karen Lopez McWilliams Business: McDonald's	P O Box 821260 Fort Worth, TX 76182-1260 7040 Denton Highway Block 1, Lot 1 Joe Novo Addition	_____
TPCMW Partners LTD Attn: Tony Dalton Business: Tony's Express Car Wash & Lube	5708 Hightower Drive Watauga, TX 76148-1215 5708 Hightower Drive Block 1, Lot 2 Joe Novo Addition	<u>Do Object</u>
Harvest Baptist Church Property: Harvest Church	7200 Denton Highway Watauga, TX 76148-1202 7200 Denton Highway Abstract 566 Tract 2a3&TR 2A4 Phillip Green Survey	_____
Texas Highway Department	125 E 11 th Street Austin, Texas	_____
Union Pacific Railroad	5701 W. Vickery Blvd. Fort Worth, TX 76107-7635	_____

5 Notices were mailed out:

0 Do Not Object 1 Object 4 Did Not Reply.

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Planning and Zoning Case 16-04: Request for a zoning change from LB-Local Business to GB-General Business; and a Specific Use Permit (SUP) for Take 5 Oil Change, a proposed Auto, repair garage (light maintenance-oil change) at 7060 Denton Highway, legally described as Lot 1, Block 1, Westward Village Shopping Center Addition, located on the southeast corner of Denton Highway and Hightower Drive. Kimberly Banks, VRE Denton, LLC, owner, Take 5 Oil Change, LLC, applicant.

City records indicated that you are the owner of property within 200' (two hundred) feet of the above request. As prescribed by the Chapter 115, Section 115, (c), (1), you are hereby notified and invited to appear or write and give your input regarding the above zoning case. Please return written comments to City of Watauga Planning and Department, 7105 Whitley Road, Watauga, Texas, 76148.

This letter and your related comments must be received in City Hall by May 31, 2016.

 X DO OBJECT TO THE ABOVE REQUEST.

 DO NOT OBJECT TO THE ABOVE REQUEST.

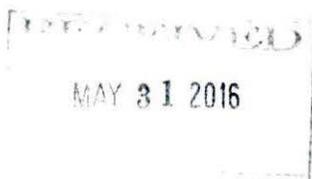
COMMENTS: _____

 Tony Dalton
NAME

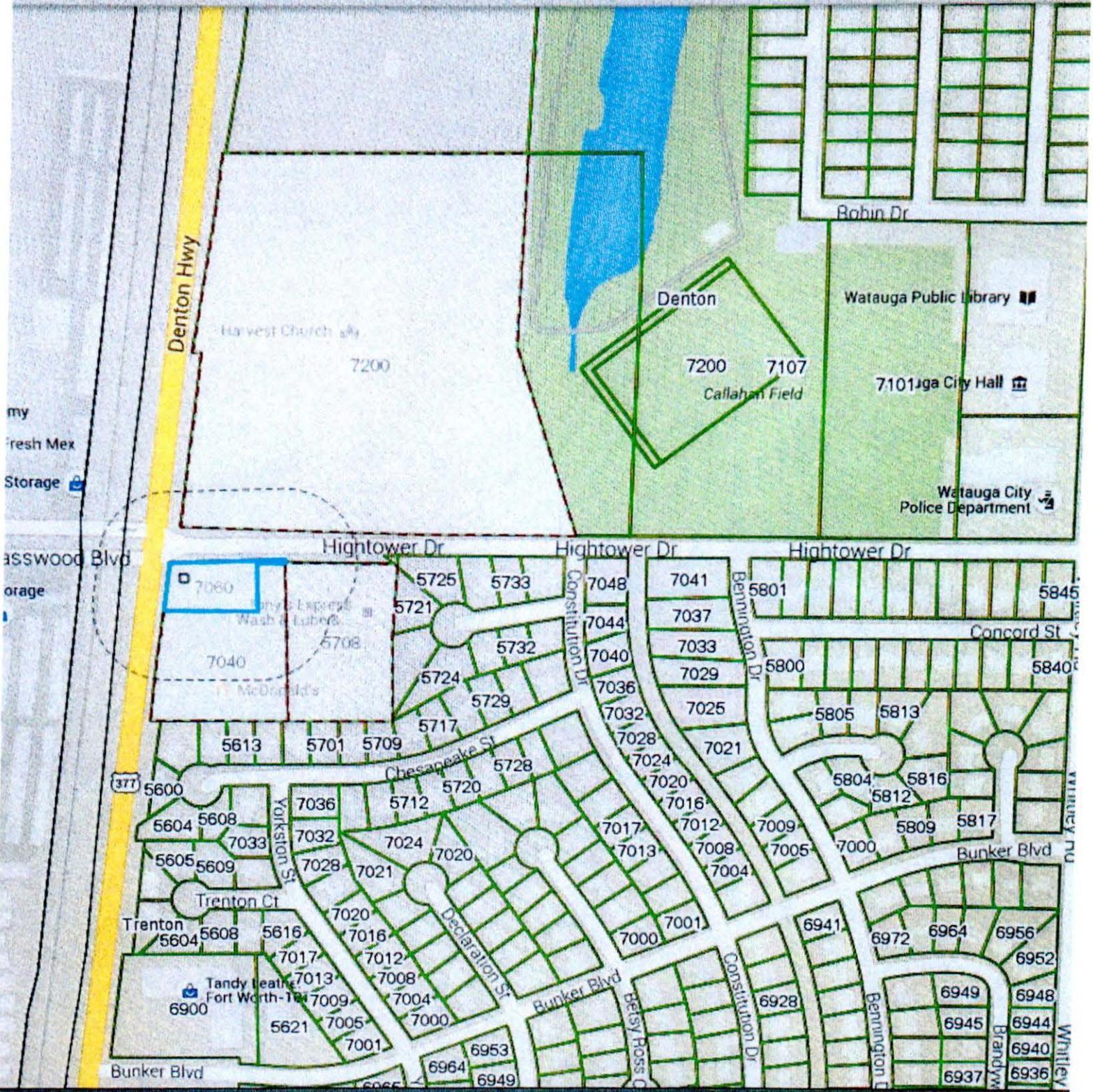
 5708 Hightower
ADDRESS

 Watauga TX 76148
CITY, STATE & ZIP CODE

**Property at:
5708 Hightower Drive
Block 1, Lot 1
Joe Novo Addition**



Tool P&Z CASE 16-04



Attachment 6

SITE DEVELOPMENT PLAN of **TAKE 5 OIL CHANGE** for **TAKE 5 OIL CHANGE, LLC** 7060 DENTON HIGHWAY WATAUGA, TEXAS

SITE INFORMATION SUMMARY

PROPERTY OWNER
Kimberly Banks
VRE Denton, LLC
1211 South White Chapel Boulevard
Southlake, Texas 76092
TELEPHONE (817) 912 - 0523
E-MAIL KBanks@verdadrealestate.com

PROPERTY DEVELOPER
Henry Robert
Take 5 Oil Change
2450 Servern Avenue
Metairie, Louisiana 70001
TELEPHONE (504) 837 - 0670
E-MAIL Henry@Take5OilChange.com

EXISTING PROPERTY DESCRIPTION:
Lot 1, Block 1
Westwind Village Shopping Center
Volume 388-190, Page 52
D.R.T.C.T.
7060 Denton Highway
Watauga, Texas 76148

ZONING: LB - Local Business District
SETBACKS (LB ZONING): 25' Front Yard @ Denton Highway
25' Side Yard @ Hightower Drive
Rear: 15% of the depth of the lot (not to exceed 20')

SITE AREA: 22,526 Square Feet
0.517 Acres

EXISTING USE: Retail

SITE DEVELOPMENT SUMMARY

PROJECT CIVIL ENGINEER
Scott D. Stone, P.E.
American Engineering Associates - Southeast, P.A.
8008 Corporate Center Drive
Suite 110
Charlotte, North Carolina 28226

PROPOSED USE: Auto Repair Garage
PROPOSED BUILDING HEIGHT: 28' - 3"

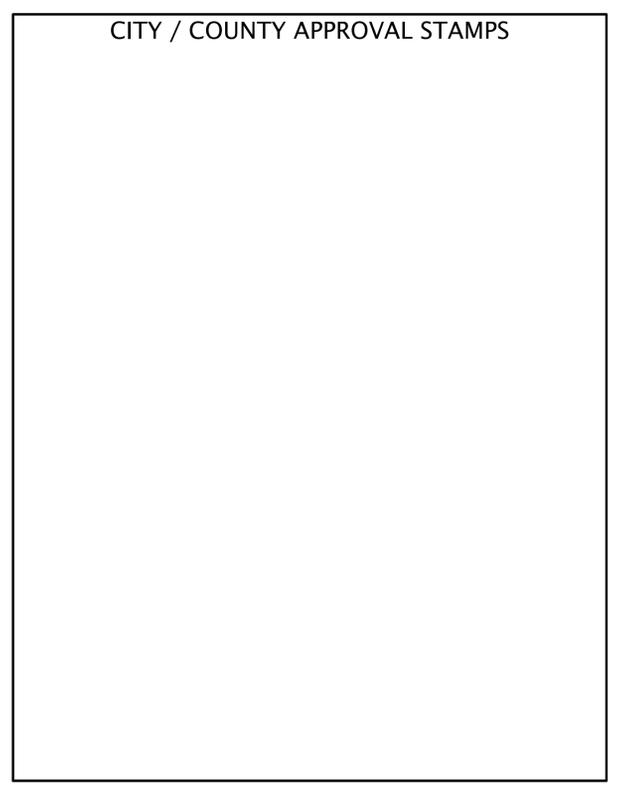
EXISTING IMPERVIOUS AREAS:
Buildings 2,690 SF
Pavement / Concrete 19,351 SF
Total Existing 22,041 SF 97.8%

PROPOSED IMPERVIOUS AREAS:
Buildings 1,634 SF
Pavement / Concrete 17,691 SF
Total Proposed 19,325 SF 85.8%

PROPOSED PERVIOUS AREA: 3,201 SF 14.2%

PARKING REQUIREMENTS:

Parking Requirements: 1 space per 500 square feet
Required Parking: 3 Spaces
Proposed Parking: 8 Total Spaces (including 1 handicap space) and 1 loading space



SHEET INDEX

DATE	SHEET #	TITLE
05 / 09 / 2016	C1	COVER SHEET
05 / 09 / 2016	C2	EXISTING SITE
05 / 09 / 2016	C3	EXISTING CONDITIONS / SURVEY
05 / 09 / 2016	C4	SITE LAYOUT PLAN
05 / 09 / 2016	C5	LANDSCAPE PLAN & DETAILS

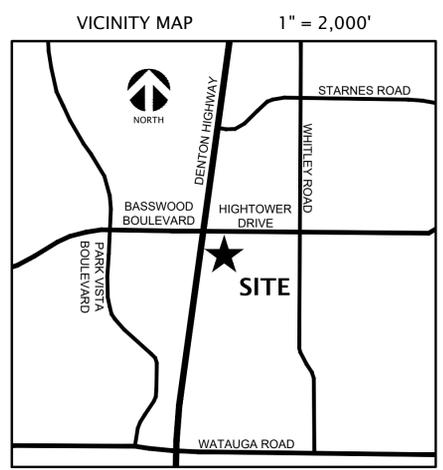
STAPLE - FREE ZONE

C150054 - TAKE 5 OIL CHANGE

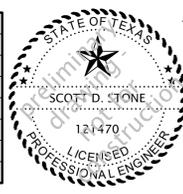
LEGEND

NOT ALL OF THESE SYMBOLS ARE USED IN THESE PLANS

EXISTING	PROPOSED	EXISTING	PROPOSED
TOPOGRAPHIC FEATURES			
TOPO ELEVATIONS FROM GIS OR AERIAL	TOPO ELEVATIONS FROM GIS OR AERIAL	STORM DRAINAGE	STORM DRAINAGE
ELEVATIONS	ELEVATIONS	STORM MANHOLE	STORM MANHOLE
TOP OF BANK	TOP OF BANK	CATCH BASIN	CATCH BASIN
SWALE / DITCH	SWALE / DITCH	DROP INLET	DROP INLET
TOE OF SLOPE	TOE OF SLOPE	DRAINAGE AREA BOUNDARY	DRAINAGE AREA BOUNDARY
EDGE OF WATER	EDGE OF WATER	ITEMS TO BE REMOVED	ITEMS TO BE REMOVED
WOODS LINE	WOODS LINE	DRAINAGE AREA IDENTIFICATION	DRAINAGE AREA IDENTIFICATION
TREE	TREE	AREA IN ACRES	AREA IN ACRES
SOIL BORING (IF AND ELEV)	SOIL BORING (IF AND ELEV)	RUNOFF COEFFICIENT	RUNOFF COEFFICIENT
BENCHMARK	BENCHMARK	MATCH PAVEMENT GRADE	MATCH PAVEMENT GRADE
EDGE OF PAVEMENT	EDGE OF PAVEMENT	PAVEMENT	PAVEMENT
CURB AND/OR GUTTER	CURB AND/OR GUTTER	EP	EP
REVERSED OR TRANSITIONAL GUTTER PAV	REVERSED OR TRANSITIONAL GUTTER PAV	TC	TC
UNDERGROUND UTILITIES (EXISTING AS MARKED BY MISS UTILITY)			
COMMUNICATIONS (ORANGE PAINT)	COMMUNICATIONS (ORANGE PAINT)	TOP OF CURB	TOP OF CURB
ELECTRIC (RED PAINT)	ELECTRIC (RED PAINT)	TOP OF BANK	TOP OF BANK
GAS (YELLOW PAINT)	GAS (YELLOW PAINT)	EDGE OF CONCRETE	EDGE OF CONCRETE
SEWER & DRAIN LINES (GREEN PAINT)	SEWER & DRAIN LINES (GREEN PAINT)	MATCH EXISTING GRADE	MATCH EXISTING GRADE
POTABLE WATER (BLUE PAINT)	POTABLE WATER (BLUE PAINT)	WATER MAIN	WATER MAIN
EROSION & SEDIMENT CONTROL			
INLET PROTECTION	INLET PROTECTION	BLOW OFF VALVE	BLOW OFF VALVE
TREE PROTECTION	TREE PROTECTION	FIRE HYDRANT & VALVE	FIRE HYDRANT & VALVE
SILT FENCE	SILT FENCE	WATER LINE BEND	WATER LINE BEND
CONSTRUCTION ENTRANCE	CONSTRUCTION ENTRANCE	WATER REDUCER	WATER REDUCER
		SANITARY SEWER	SANITARY SEWER
		SANITARY FORCE MAIN	SANITARY FORCE MAIN
		SANITARY MANHOLE	SANITARY MANHOLE
		SANITARY CLEANOUT	SANITARY CLEANOUT



#	Date	Post-Approval Revisions



TAKE 5 OIL CHANGE DENTON HWY, WATAUGA TX



Project #	C150054	Sheet Name	COVER SHEET
Checked by	SDS	Drawn by	JPK
Issue Date	05 / 09 / 2016	Scale	Not to Scale
TX Firm #	17706	Sheet #	C1

This drawing was prepared for use on a specific site and is not suitable for use on a different project or at a later time. Use of this drawing for reference or example in any project requires the user to verify the accuracy of the information shown on this drawing. American Engineering Associates, P.A. is not responsible for any errors or omissions in this drawing for reuse on another project is not authorized and may be contrary to the law.

Table with 2 columns: Description, Date. Header: Post-Approval Revisions.

TAKE 5 OIL CHANGE
7060 DENTON HIGHWAY
WATAUGA, TEXAS 76148



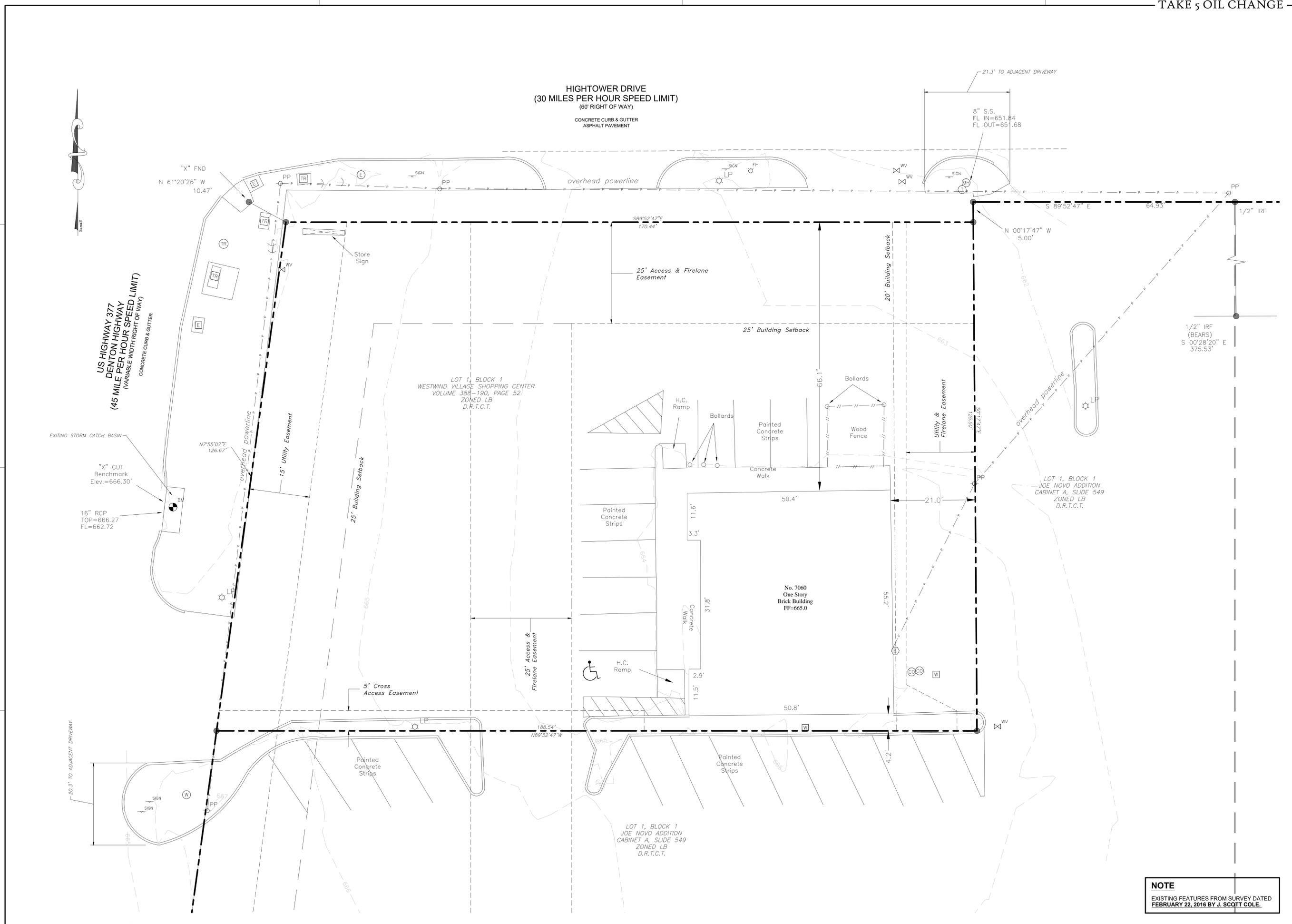
Project # C150054
Checked by SDS
Drawn by JPK
Issue Date 05 / 09 / 2016
Scale 1" = 10'
TX Firm # 17706



Sheet Name
EXISTING CONDITIONS / SURVEY

Sheet #
C3

NOTE
EXISTING FEATURES FROM SURVEY DATED
FEBRUARY 22, 2016 BY J. SCOTT COLE.



STABLE - FREE ZONE

This drawing was prepared for use on a specific site. It is not suitable for use on a different project or at a later time. Use of this drawing for reference or example in any project requires the express written consent of the licensor. American Engineering Associates, P.A. reserves the right to modify this drawing for reuse on another project is not authorized and may be contrary to the law.

Table with 2 columns: Description, Date. Header: Post-Approval Revisions.

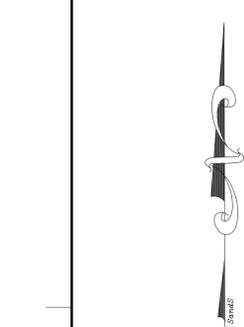
TAKE 5 OIL CHANGE
7060 DENTON HIGHWAY
WATAUGA, TEXAS 76148



Project # C150054
Checked by SDS
Drawn by JPK
Issue Date 05 / 09 / 2016
Scale 1" = 10'
TX Firm # 17706



Sheet Name: SITE LAYOUT PLAN
Sheet #: C4



STABLE - FREE ZONE

HIGHTOWER DRIVE
(30 MILES PER HOUR SPEED LIMIT)
(60' RIGHT OF WAY)

CONCRETE CURB & GUTTER
ASPHALT PAVEMENT

EXISTING DRIVEWAY
TO BE CLOSED

4' SIDEWALK

4' SIDEWALK

8" S.S.
FL IN=651.84
FL OUT=651.68

"X" FND
N 61°20'26" W
10.47'

US HIGHWAY 377
DENTON HIGHWAY
(45 MILE PER HOUR SPEED LIMIT)
(VARIABLE WIDTH RIGHT OF WAY)
CONCRETE CURB & GUTTER

4' SIDEWALK

"X" CUT
Benchmark
Elev.=666.30'

16" RCP
TOP=666.27
FL=662.72

25' FIRELANE EASEMENT TO BE
REROUTED WITH NEW DEVELOPMENT

RIGHT TURN ONLY

R1.3'

R2.6'

R3.0'

PROPOSED / POTENTIAL
EASEMENT FOR CITY SIGNAGE

PROPOSED
MONUMENT SIGN

PROPOSED 25'
FIRELANE EASEMENT

15' Utility Easement

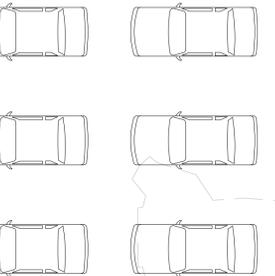
25' Building Setback

PROPOSED
ONE-STORY
3-BAY VEHICLE
SERVICE
BUILDING
1,634 SF
60' x 28'

25' Access & Firelane
Easement

25' Building Setback

20' Building Setback



PROPOSED DUMPSTER WITH 6" MASONRY
ENCLOSURE AND SOLID METAL GATES

12' x 40'
LOADING SPACE

EXISTING FIRELANE
EASEMENT TO BE VACATED

Painted Concrete Strips

Painted Concrete Strips

LOT 1, BLOCK 1
JOE NOVO ADDITION
CABINET A, SLIDE 549
ZONED LB
D.R.T.C.T.



HANDICAP PARKING
SYMBOL
Not to Scale



HANDICAP PARKING SIGN DETAIL
Not to Scale

This drawing was prepared for use on a specific site and is not suitable for use on a different project or at a later time. Use of this drawing for reference or example in any project requires the user to verify the accuracy of the information shown on this drawing. American Engineering Associates, P.A. is not responsible for any errors or omissions in this drawing for reuse on another project that is not authorized and may be contrary to the law.

Post-Approval Revisions

TAKE 5 OIL CHANGE

7060 DENTON HIGHWAY
WATAUGA, TEXAS 76148



Project #	C150054
Checked by	SDS
Drawn by	JPK
Issue Date	05 / 09 / 2016
Scale	1" = 10'
TX Firm #	17706

AMERICAN Engineering
American Engineering Associates - Southeast, P.A.
8008 Corporate Center Drive, Suite 110
Charlotte, North Carolina 28226 (704) 375-2438

LANDSCAPE PLAN & DETAILS

Sheet Name
C5
Sheet #

HIGHTOWER DRIVE
(30 MILES PER HOUR SPEED LIMIT)
(60' RIGHT OF WAY)
CONCRETE CURB & GUTTER
ASPHALT PAVEMENT

6 CREPE MYRTLE

"X" FND
N 61°20'26" W
10.47'

110 SF OF EUONYMUS
TO BE PLANTED AS
GROUND COVER

US HIGHWAY 377
DENTON HIGHWAY
(45 MILE PER HOUR SPEED LIMIT)
(VARIABLE WIDTH RIGHT OF WAY)
CONCRETE CURB & GUTTER

"X" CUT
Benchmark
Elev.=666.30'
16" RCP
TOP=666.27
FL=662.72

79 DWARF
YAUPON HOLLY

100 SF OF EUONYMUS
TO BE PLANTED AS
GROUND COVER

overhead powerline

25' Access & Firelane
Easement

5 REDBUD

8" S.S.
FL IN=651.84
FL OUT=651.68

2 PISTACHE

1/2" IRF
(BEARS)
S 00°28'20" E
375.53'

300 SF OF EUONYMUS
TO BE PLANTED AS
GROUND COVER

LOT 1, BLOCK 1
JOE NOVO ADDITION
CABINET A, SLIDE 549
ZONED LB
D.R.T.C.T.

VAN

25' Building Setback

25' Building Setback

20' Building Setback

5' Cross
Access Easement

188.54'
N89°52'47" W

PLANTING REQUIREMENTS

PERCENTAGE OF LANDSCAPE AREA:

15% of front and side yards visible from the street shall be landscape area

Total Yard Area:	6,840 SF
Required Landscape Area (15% of Yard):	1,026 SF
Provided Landscape Area:	1,380 SF

TREES REQUIRED:

Street yards less than 10,000 SF require one tree per 1,000 SF of street yard

Total Yard Area:	6,840 SF
7 Trees Required (1 per 1,000 SF)	9 TREES PROVIDED

SHRUBBERY REQUIRED:

One shrub is required for every 50 SF of the area required to be landscaped

Area required to be landscaped:	1,026 SF
21 Shrubs Required (1 per 50 SF)	70 SHRUBS PROVIDED

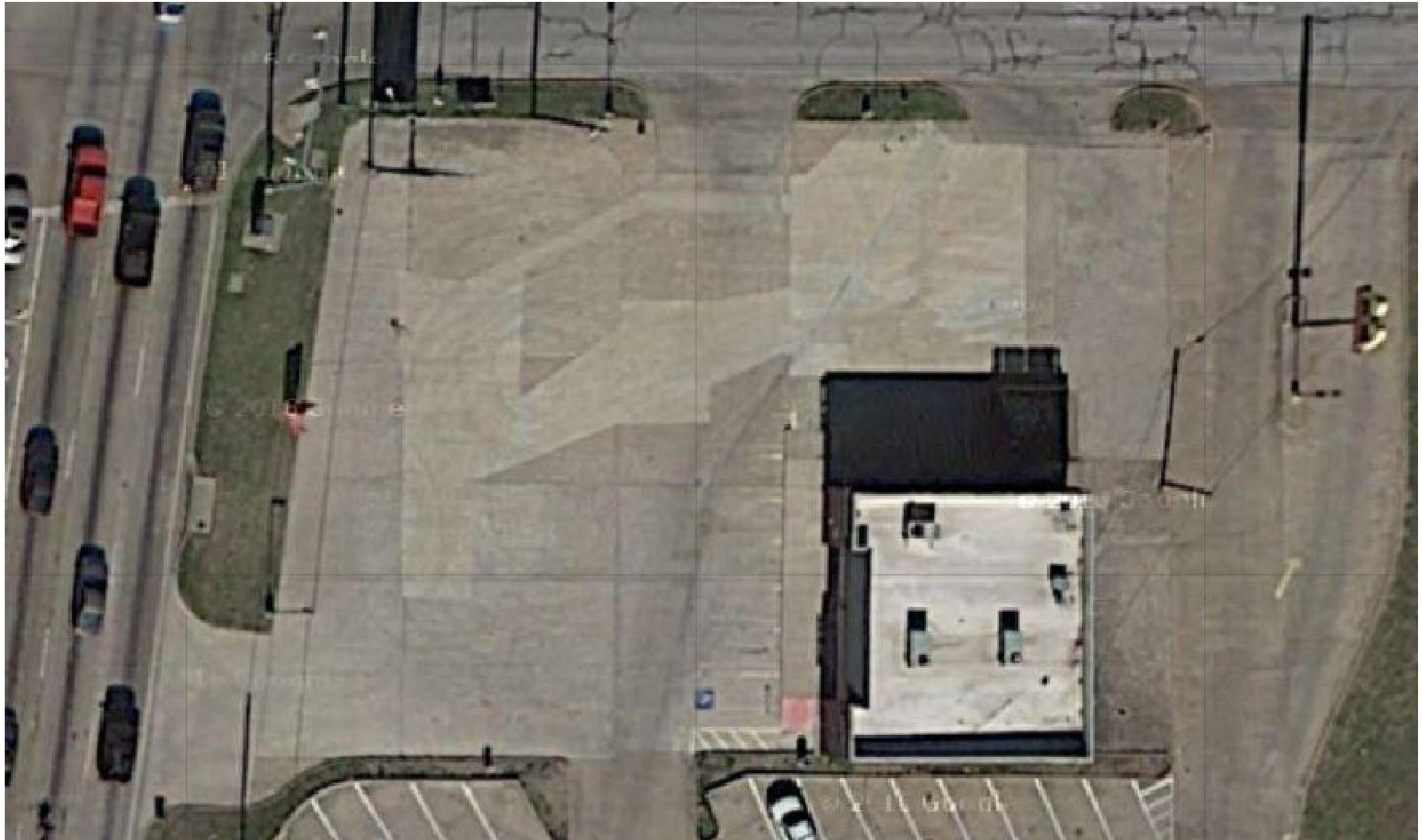
GROUND COVER REQUIRED:

Not less than 10% or more than 40% of landscape area shall be maintained groundcover

Area required to be landscaped:	1,026 SF
103 SF minimum of Groundcover Required	510 SF PROVIDED

QUAN.	BOTANICAL NAME	COMMON NAME	SIZE	CONT.	COMMENTS
TREES					
6	Lagerstroemia indica	Crepe Myrtle		b # b	8' minimum height
5	Cercis canadensis	Redbud	1.5" cal.	b # b	8' minimum height
2	Pistacia chinensis	Pistache	2" cal.	b # b	10' minimum height
13	Total Trees				
SHRUBS					
15	Euonymus fortunei "Coloratus"	Euonymus coloratus	18" min.	cont.	groundcover
79	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	24" min.	cont.	4' on center
94	Total Shrubs				

Attachment 7



Existing Conditions

TAKE 5 OIL CHANGE
Watauga, Texas



See Page 3 for
perspective view from
Hightower Drive

See Page 2 for
perspective view
from
Denton Highway

Proposed Site Plan

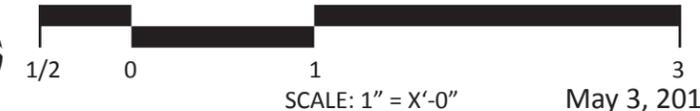
TAKE 5 OIL CHANGE
Watauga, Texas



Perspective View into Site from Denton Highway

Existing Conditions

TAKE 5 OIL CHANGE
Watauga, Texas

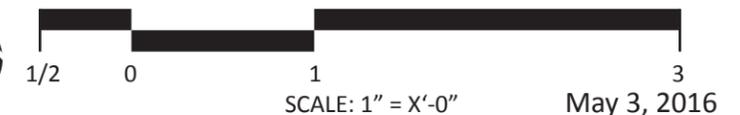




Perspective View into Site from Denton Highway

Proposed Site Plan

TAKE 5 OIL CHANGE
Watauga, Texas

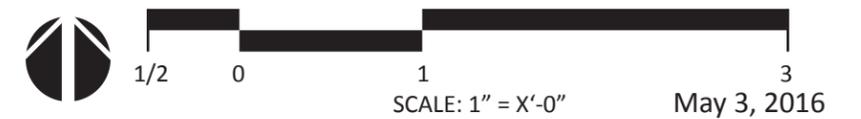




Perspective View into Site from Hightower Drive

Existing Conditions

TAKE 5 OIL CHANGE
Watauga, Texas

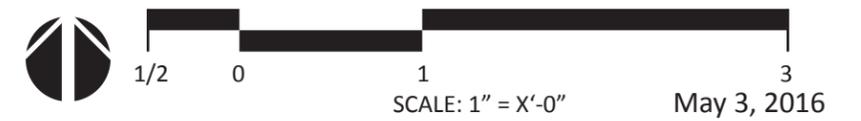




Perspective View into Site from Hightower Drive

Proposed Site Plan

TAKE 5 OIL CHANGE
Watauga, Texas



Attachment 8

Attachment 9

CITY OF WATAUGA, TEXAS
ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS APPROVING A SITE PLAN AND GRANTING ZONING CHANGE FROM LOCAL BUSINESS (LB) TO GENERAL BUSINESS (GB) IN PLANNING AND ZONING CASE 16-04; GRANTING A SPECIFIC USE PERMIT IN PLANNING AND ZONING CASE 16-04 PURSUANT TO SECTION 15-33 OF THE CODE OF ORDINANCES OF THE CITY OF WATAUGA, TEXAS; PROVIDING THAT ALL ORDINANCES IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Watauga, Texas has heretofore adopted a comprehensive Zoning Code providing for the planned development of the City; and

WHEREAS, the Zoning Code provides for the approval of a Site Plan and grant of Specific Use Permits for certain uses of land located within the City; and

WHEREAS, the owner of the property more specifically set out herein, has made proper application for the granting of such a permit, pursuant to Section 15-33 of the City of Watauga Code of Ordinances, such application having been presented to the Planning and Zoning Commission as Planning and Zoning Case 16-04; and

WHEREAS, all notices were properly posted and mailed, as required by law.

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

I.

A Site Plan attached hereto and incorporated by reference as Exhibit "A" is approved and a Specific Use Permit is hereby granted in connection with the real property herein described subject to the conditions and terms specified herein.

II.

The real property which is the subject of this Site Plan and for which approval of a Specific Use Permit is requested is described as follows:

The property is located at 7060 Denton Highway. The property is also known as Lot 1, Block 1, Westward Village Shopping Center Addition in the City of Watauga, Tarrant County, Texas.

III.

The subject property is presently zoned Local Business District (LB).

IV.

The request is being made by Scott Stone with American Engineering Associates on behalf of Take 5 Oil Change, a proposed auto repair garage.

V.

The use authorized by the zoning change and the Specific Use Permit herein granted is as follows:

The property located at 7060 Denton Highway and also known as Lot 1, Block 1, Westward Village Shopping Center Addition in the City of Watauga, Tarrant County, Texas shall be zoned General Business (GB) with a Specific Use Permit

(SUP) allowing for an Auto Repair Garage at 7060 Denton Highway.

If the use authorized by the Specific Use Permit granted is not commenced by one (1) year from the issuance of this permit, then this permit shall become void, provided that such limitation may be extended upon application by the owner of such property to the City Council of the City of Watauga.

VI.

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

VII.

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 this Ordinance.

VIII.

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 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,
this the _____ day of _____, 2016.

APPROVED:

Hector Garcia, Mayor

ATTEST:

Zolaina R. Parker, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Mark G. Daniel, City Attorney

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

July 6, 2016

Ms. Jacquelyn Reyff
City of Watauga
7105 Whitley Rd.
Watauga, Texas 76148

VIA EMAIL

*Re: Ordinance approving a site plan and referring Planning and Zoning Commission
Case 16-04 to City Council*

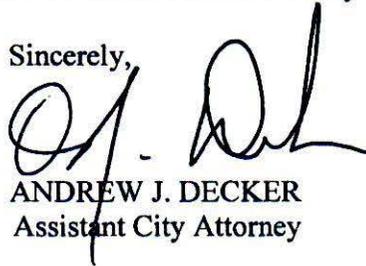
Dear Ms. Reyff:

You have requested that my office provide ordinance language regarding Planning and Zoning Commission (hereinafter "P&Z") Case 16-04.

Following approval by the P&Z of Case 16-04, I have reviewed this Ordinance and approve the same to 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,



ANDREW J. DECKER
Assistant City Attorney

cc: Greg Vick
Zolaina Parker

Attachment 10



PLANNING AND ZONING COMMISSION
RECOMMENDATION TO COUNCIL

PLANNING AND ZONING MEETING: Tuesday, June 7, 2016 6:00 p.m.

PLANNING AND ZONING CASE NO: P&Z Case 16-04

RECOMMEND APPROVAL OR DENIAL:
APPROVAL DENIAL

COMMENTS:

(REQUIRED FOR DISAPPROVALS)

COMMISSION DENIED PLANNING & ZONING CASE 16-04.
• DUE TO LOCATION AND PROXIMITY TO CURRENT BUSINESSES
AND NOT IN ACCORDANCE WITH "ONE WATAUGA"
• ECONOMIC IMPACT TO ~~EXISTING~~ RELATED BUSINESSES
• DOESN'T MATCH FUTURE LAND USE MAP -
• DOESN'T FIT WITH THE RECREATION COMP PLAN
• NOT COMPATIBLE WITH NEIGHBORS

ONE MEMBER EXPRESSED DESIRE TO ACCEPT & VOTED TO
ACCEPT THE PROPOSAL. BEEN VACANT FOR PAST 2 1/2
YEARS.


Larry Clark, Chairperson

Attachment 11

Received
at Pt2 Mtg.
on June 7, 2016.
JK

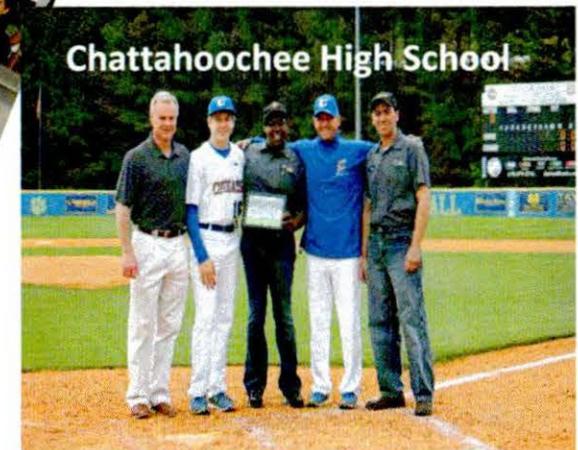


Community Involvement

- **Children's Miracle Network**
 - Collecting for over 10 years.
 - Raised \$100,000 each of the last 4 years.
 - Take 5 has raised well over \$700,000 to-date.
- **American Cancer Society - Hope Lodge**
 - Take 5 volunteers cook dinner at the Hope Lodge once a month.
- **Make-A-Wish**
 - Take 5 Oil Change partnered with KLTY and made Christmas for 6 families in the Dallas metro.
 - For the video go to You Tube and search KLTY Christmas Wish Take 5 Oil Change.
- **Various Sponsorships**
 - Take 5 routinely provides gift certificates to church, school and various non-profit organizations upon request.
 - This year alone, Take 5 has given over 320 gift certificates to various organizations. Nearly a \$12,000 value.



Children's Hospital



Chattahoochee High School



AGENDA MEMORANDUM

DATE: July 25, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Jacquelyn Reyff, AICP

THROUGH: Greg Vick, City Manager 

SUBJECT: Planning and Zoning Case 16-07 located at 7900 Denton Highway for a SUP for a new drive-thru restaurant for El Pollo Loco.

BACKGROUND/INFORMATION:

A request for a Specific Use Permit (SUP) for property located at 7900 Denton Highway. Vaquero Ventures is proposing to build a 2,660 SF El Pollo Loco restaurant on property located at 7900 Denton Highway, which is currently improved with an existing dry cleaners business. The current building would be demolished and a new ground-up development would be built.

On September 8 2015, the City Council amended the Zoning Ordinance for restaurants with a drive-thru to be required to have a Specific Use Permit. This request reflects the new requirement.

The overall size of the property is 0.637 acres, is zoned GB (General Business), and is located at the northeast corner of Denton Highway and North Park Drive. The proposed building would be 2,660 SF.

All required setbacks for the proposed development meet zoning ordinance requirements.

Building elevations depict building materials of brick, stucco, decorative cement tile, and glass. These materials meet the zoning ordinance requirement.

Landscaping

Requirements:

- Street Yard (9,188 SF), 15% of street yard to be landscaped
- 1 tree per 1,000 SF of street yard area
- 1 shrub per 50 SF of required landscaped area
- 10% of required landscape area to be ground cover

Proposed landscaping meets and in some instances exceeds zoning ordinance requirements. The requirements are exceeded in terms of total landscaped area where 1,379 SF is required and is providing 3,038 SF; as well as in terms of ground cover 138 SF required and provided 360 SF; and interior parking landscaping requirement of 278 SF required and 825 SF provided. Therefore, landscaping meets the zoning ordinance requirements.

Parking

The required parking for a restaurant 2,660 SF is 36 spaces. The proposed parking for the site is 36 spaces including 2 handicap spaces. Therefore, parking meets the zoning ordinance requirements.

Ingress/egress is located at two existing curb cuts with one being north of the intersection of North Park Drive and Denton Highway. The other curb cut is located approximately 170 feet east of the intersection as described previously. The required stacking of vehicles in the drive-thru lane meets zoning ordinance requirements.

Conformance with One Watauga/Master Plan

Will the proposed change enhance the site and the surrounding area?

The new building and site improvements meet the development standards.

Is the necessary infrastructure already in place? Yes

Is the proposed change a better use than that is recommended by Future Land Use Plan/Map? The use meets One Watauga/Master Plan for regional retail/commercial.

Will the proposed use impact adjacent residential areas in a negative manner or may it enhance it? The site is not located adjacent to residential areas.

Are uses adjacent to proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility? Yes

Does the proposed use present a significant benefit to public health, safety and welfare of community? It provides a benefit because it exceeds landscaping standards which adds additional green space to the site. Additionally, the egress point onto Denton Hwy is proposed to be improved to a right-in-right out only.

FINANCIAL IMPLICATIONS:

None.

RECOMMENDATION/ACTION DESIRED:

Approval of P&Z Case 16-07 for property located at 7900 Denton Highway for a drive-thru restaurant for El Pollo Loco. Planning and Zoning Commission recommended approval during their June 7th meeting by a vote of five (5) to zero (0).

ATTACHMENTS/SUPPORTING DOCUMENTATION:

- 1) Agenda Memorandum
- 2) Notice of Public Hearings
- 3) Planning and Zoning Application
- 4) Statement Owner Verification
- 5) Property Owner Notification List and Returned Letters
- 6) Site Plan
- 7) Landscape Plan
- 8) Elevations A4&A5
- 9) City Attorney Letter of Approval and Ordinance
- 10) Planning and Zoning Commission Recommendation to Council

Attachment 2



NOTICE OF PUBLIC HEARINGS

Notice is hereby given of Public Hearings to be held in the City of Watauga Council Chambers located at 7105 Whitley Road, on Tuesday, June 7, 2016 at 6:00 p.m., during the Planning and Zoning meeting, and on Monday, July 25, 2016 at 6:30 p.m., during the Regular City Council meeting, for the purpose of hearing the following zoning cases.

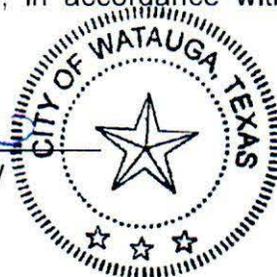
Planning and Zoning Case 16-04: Request for a zoning change from LB-Local Business to GB-General Business; and a Specific Use Permit (SUP) for Take 5 Oil Change, a proposed Auto, repair garage (light maintenance-oil change) at 7060 Denton Highway, legally described as Lot 1, Block 1, Westward Village Shopping Center Addition, located on the southeast corner of Denton Hwy and Hightower Drive. Kimberly Banks, VRE Denton, LLC, owner, Take 5 Oil Change, LLC, applicant.

Planning and Zoning Case 16-07: Request for a Specific Use Permit (SUP) for El Pollo Loco, a proposed Restaurant with drive-thru at 7900 Denton Highway, legally described as Lot 1, Block 2, Northpark Village Addition, located on the northeast corner of Denton Highway and North Park Drive. The property is zoned GB-General Business. Sultan Shamim and Sultan Manzurul, owners. Vaquero Ventures, applicant.

Published on Friday, May 20, 2016, in the Star Telegram, Legal Notices Section.

I, Zolaina R. Parker, City Secretary for the City of Watauga, Texas, hereby certify that this notice was posted on the official bulletin board at City Hall, 7105 Whitley Road, Watauga, Texas, on Tuesday, May 17, 2016 before 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code.


Zolaina R. Parker, City Secretary



Attachment 3



Planning & Zoning Application

CASE NO. 16-07

P&Z Fee: 150.00
Date Paid: 4.26.16
Receipt #: 01855413

OWNER INFORMATION: NAME: Manzurul Saltan (Please Print)

ADDRESS: 7900 Denton Hwy, Watauga, TX 76148

PHONE: Call Tari: 682-583-0441 EMAIL: tariintexas@yahoo.com

APPLICANT INFORMATION: NAME: Vaquero Ventures - Kevin Mattson

BUSINESS NAME (If applicable): Vaquero Ventures

PHONE: 972-369-4123 EMAIL: KMattson@vaqueroventures.com

PROPERTY ADDRESS: 7900 Denton Hwy, Watauga, TX 76148

(Abstract) John Condm A-309 (Tract) NorthPark Village (Block) 2 (Lot) 1

(Survey) (Addition) NorthPark Village Addition Block 2 Lot 1 Per Plat A-5013

ZONING INFORMATION: From Existing GB District to Proposed GB with SUP for drive thru restaurant

NOTE: In compliance with City Code of Ordinances Section 115-115 (c), (2), the city manager or designee shall have at least one (1) sign erected on the property. The sign shall have total area of at least four (4) square feet and shall be located adjacent to streets, if possible. Such sign shall be erected on or before the first date of the first notice to property owners and shall be removed immediately after final action by the city council, or when the applicant withdraws the request, whichever comes first. The sign being white in color with black lettering shall contain a NOTICE OF HEARING ON A SITE PLAN and the telephone number of the public official from whom dates of public hearing may be obtained or reciting the following language: "ZONING CHANGE REQUESTED, FOR INFORMATION CALL WATAUGA CITY HALL AT 817-514-5838". Any property located on the corner intersection of streets shall have a sign facing each such street.

PROPOSED USE OF PROPERTY: El Pollo Loco Restaurant

COMMENTS: We are requesting a SUP for the redevelopment of 7900 Denton Highway. Vaquero will demo the dry cleaners to build an El Pollo Loco restaurant.

*I have read the completed application and know the same is true and correct and hereby agree that if a permit is issued all provisions of the City Ordinances and State Laws will be complied with whether herein specified or not. I agree to comply with all property restrictions. I am the owner of the property or the duly authorized agent.

*Submittal of false information or omission as required by this application may result in any permit, license, or approval being revoked.

*Signatures certify that all information provided is true and correct

SIGNATURE

[Handwritten signature]

OFFICE USE ONLY: CASE APPROVED BY
PLANNING & ZONING COMMISSION: Yes No DATE:
CITY COUNCIL: Yes No DATE:
ADDITIONAL P&Z FEE: RECEIPT: DATE:



VAQUERO VENTURES

4/22/2016

Vaquero Ventures
3211 W. 4th St.
Fort Worth, TX 76107

City of Watauga
7105 Whitley Road,
Watauga, TX 76148

Dear Representative of the City of Watauga,

Vaquero Ventures is proposing to build a 2,660 SF El Pollo Loco restaurant at 7900 Denton Highway. Currently the site is operating a dry cleaner, which Vaquero Ventures will demolish and commence a new ground-up development. El Pollo Loco is projected to perform annual sales over \$3mm and will be a great addition to the community.

El Pollo Loco is a casual sit-down Mexican restaurant with a drive-thru component, the reason for which Vaquero Ventures is requesting a Special Use Permit. The menu consists of flame-grilled chicken and Mexican sides at family-friendly prices. Vaquero Ventures has done an in-depth analysis of the site and, due to the high land cost, high visibility, easy access, and the current surrounding retailers, we believe that El Pollo Loco is the best use for this piece of property.

The site has utilities stubbed to the site and two existing access points. Vaquero Ventures will construct a building with full masonry, new landscaping, and a new concrete parking lot, all of which will be built to City Code. El Pollo Loco would be a tremendous upgrade for this site, will bring more tax dollar to the City, and will benefit the community in many ways.

We look forward to working with you in this endeavor. Please feel free to contact me with any questions, thank you.

Sincerely,

Kevin Mattson
(972) 369-4123
kmattson@vaqueroventures.com

Attachment 4



Statement of Owner Verification

I, MANZURUL MAHMOOD SULTAN hereby certify that the statements furnished on my
(PLEASE PRINT NAME HERE)

Planning & Zoning Application for Planning & Zoning Case 16-07 and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

By signing this application, I certify that I am the legal title holder for the property concerned in the application for the above mentioned Planning & Zoning Case.

Compliance with written requirements. No specific use permit shall be granted unless the applicant, owner, and grantee of the specific use permit shall be willing to accept and agree to be bound by and comply with the written requirements of the specific use permit as attached to the site plan drawing (or drawings) and recommendation by the planning and zoning commission and approved by the city council.

I understand that it is necessary for me or my agent to be present at the Planning and Zoning Commission and City Council public meetings to represent this request.

Manzurul Sultan
Applicant Signature

6/28/16
Date

State of Texas
County of Tarrant

Before me, the undersigned authority, on this day personally appeared Manzurul Sultan known to me, or proved to me on the oath of Driver License Verification, or through description to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28 day of June, 20 16

[Signature]
Signature of Notary Public

My commission expires the 19 day of Sept, 20 19





Statement of Agent Authorization

I, MANZURUL MAHMOOD SULTAN, owner of 7900 Denton Highway also known as Block 2, Lot 1 of the North Park Village Addition Subdivision in the City of Watauga hereby certify that I have given my permission to Kevin Mattson, Vaquero Ventures AGENT to act as my agent for zoning, specific use permit, preliminary plat or final plat for said property. As the owner of the aforementioned property, I accept and agree to be bound by and comply with any written requirements a zoning, specific use permit, preliminary plat or final plat of the property.

Signature of Owner: [Handwritten Signature] Name (Typed or Printed): MANZURUL MAHMOOD SULTAN Date: 6/28/16

Notary Acknowledgement No. 2: Before me, the undersigned authority, on this day personally appeared Manzurul Sultan, known to me to be the person whose name is subscribed to the above and foregoing instrument, and knowledge to me that he/she executed the same for the purposes and consideration expressed and in the capacity therein stated.

Given under my hand and seal of office on this the 28 day of June, 2016

[Handwritten Signature]
Notary Public

Notary Public in and For the State of Texas

My commission expires the 19 day of Sept, 2018



Attachment 5

ZONING CASE 16-07

Planning and Zoning Case 16-07: Request for a Specific Use Permit (SUP) for El Pollo Loco, a proposed Restaurant with drive-thru at 7900 Denton Highway, legally described as Lot 1, Block 2, Northpark Village Addition, located on the northeast corner of Denton Highway and North Park Drive. The property is zoned GB-General Business. Sultan Shamim and Sultan Manzurul, owners. Vaquero Ventures, applicant.

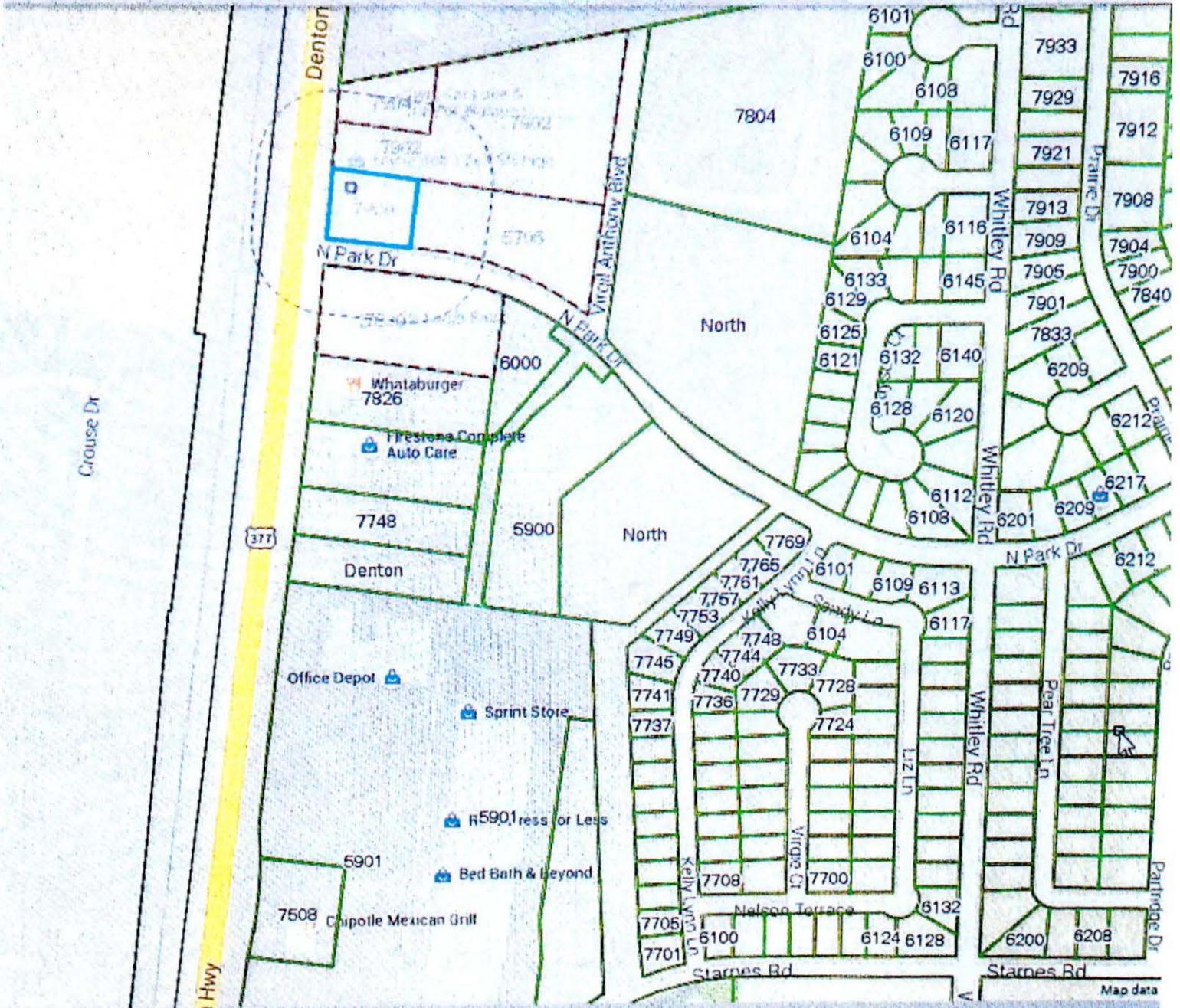
City records indicated that the names listed below are the owners of property within 200' (two hundred) feet of the above request. As prescribed by Chapter 115, Article II, Section 115-34 (c), (5), property owners have been notified and invited to appear or write and give their input regarding the above zoning case. **Date requested for response is no later than May 31, 2015.**

<u>NAME</u>	<u>ADDRESS</u>	<u>RESPONSE</u>
Pearson-Tyler II Inc. Attn: KWIK Car Lube Business: KWIK CAR WASH	7904 Denton Highway Watauga, TX 76148-2412 5705 North Park Drive Block 2, Lot 4A Northpark Village Addition	_____
Wells Fargo Bank NA Attn: Business: Wells Fargo Bank	P O Box 2609 Carlsbad, CA 92018-2609 7830 Denton Highway Block 1, Lot 6R Watauga Pavillion Addition	_____
Sovran Acquisition LP Attn: Tax Dept. Property: Uncle Bob's Self Storage #75	6467 Main Street Williamsville, NY 14221-5856 7902 Denton Highway Block 2, Lot 4 Northpark Village Addition	_____
Pearson-Tyler Inc. Attn: KWIK Car Lube Business: KWIK CAR LUBE & TUNE	5705 North Park Drive Watauga, TX 76148-2447 5705 North Park Drive Block 2, Lot 2R Northpark Village Addition	_____
Texas Highway Department	125 E 11 th Street Austin, Texas	_____
Union Pacific Railroad	5701 W. Vickery Blvd. Fort Worth, TX 76107-7635	_____

6 Notices were mailed out:

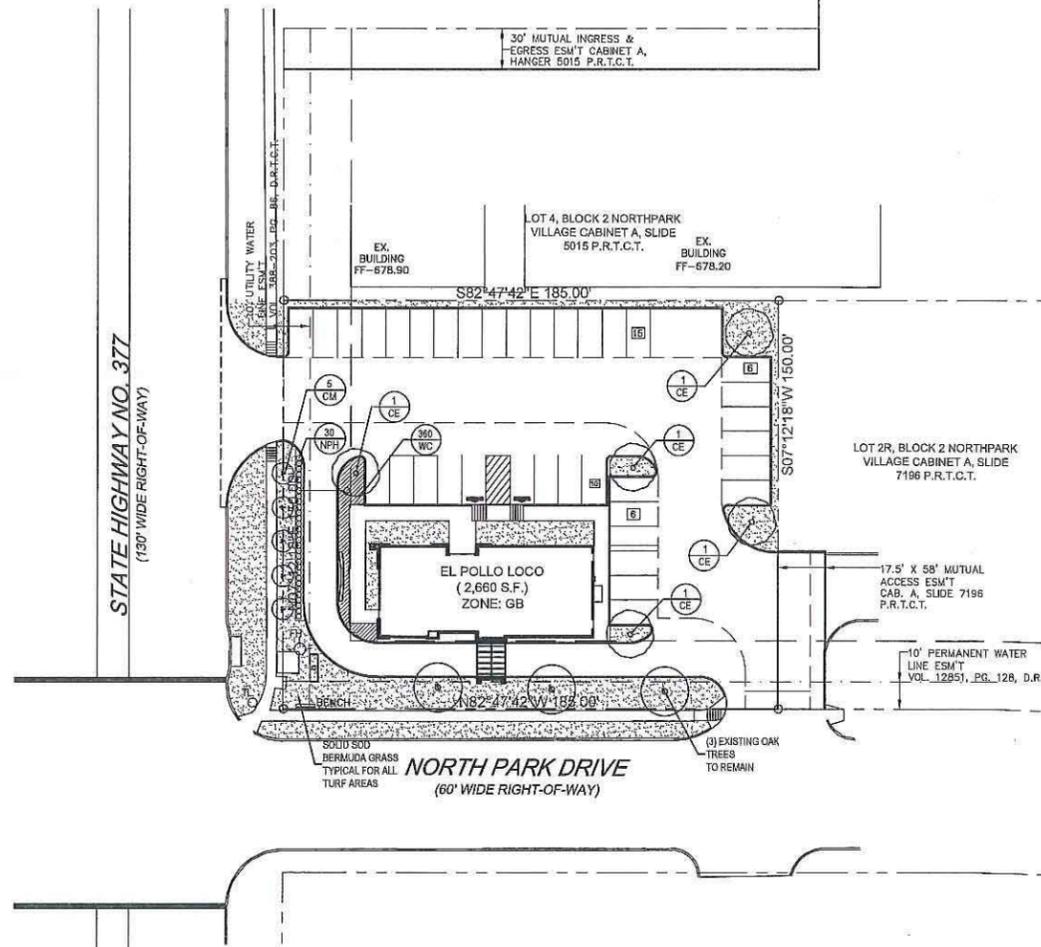
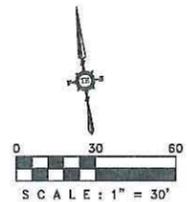
 0 Do Not Object 0 Object 6 Did Not Reply.

GIS Tool P&Z CASE 16-07



Attachment 6

SITE DEVELOPMENT PLANS FOR EL POLLO LOCO
0.637 ACRES BEING LOT 1, BLOCK 2 OF THE NORTH PARK VILLAGE ADDITION
CITY OF WATAUGA, TARRANT COUNTY, TEXAS



GENERAL LAWN NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
5. ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
6. ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOOLS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
7. CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
4. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
5. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
6. ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
7. ALL LAWN AREAS TO BE SOLID SOD BERMUDDGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

SOLID SOD NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
5. PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
6. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
7. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
8. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
9. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
10. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEEDING WITH WINTER RYEGRASS, AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CE	5	Cedar Elm	<i>Ulmus crassifolia</i>	3" cal.	B&B, 12" ht., 5' spread min., 5' clear trunk
CM	5	Crope Myrtle	<i>Lagerstroemia indica</i>	6" ht.	container, 3-5 trunks, tree form, 2' cal.
SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
NPH	30	Needlepoint Holly	<i>Ilex cornuta 'Needlepoint'</i>	5 gal.	container, 24" ht., 20" spread
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
WC	360	Purple Wintercreeper '419' Bermudagrass	<i>Euzanymus fortunei 'Coloretus'</i> <i>Cynodon dactylon '419'</i>	4" pots 4" pots	container, 3-12" runners min., 12" o.c. Solid Sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

LANDSCAPE TABULATIONS

STREET YARD (9,188 S.F.)
Requirements: 15% of street yard to be landscape area
1 tree per 1000 s.f. of street yard area
1 shrub per 50 s.f. of required landscape area
10% of required landscape area to be ground cover

Required: 1,279 s.f. of landscape area
10 trees
28 shrubs
138 s.f. of ground cover

Provided: 3,038 s.f. of landscape area
(7) trees - Crope Myrtle planted within 10' of overhead power lines
(3) existing oak trees
(28) shrubs
360 s.f. of ground cover

INTERIOR PARKING REQUIREMENTS-37 parking spaces
Requirements: 90 s.f. of landscape area for each 12 parking spaces

Required: 278 s.f. of landscape area

Provided: 825 s.f. of landscape area

All landscape to be irrigated with an underground automatic irrigation system that meet all City, State and TCEQ requirements.

<p>OWNER/DEVELOPER VAQUERO VENTURES 3211 WEST 4TH STREET FORT WORTH, TX 76107 CONTACT: W.A. LANDRETH TEL: (817) 228-5268 FAX: (817) 984-8373</p>	<p>ENGINEER TRIANGLE ENGINEERING LLC 1503 ASTORIA DRIVE ALLEN, TEXAS 75013 CONTACT: KARTAVYA PATEL TEL: 214-608-8271 FAX: 214-998-7937 EMAIL: KPATEL@TRIANGLE-ENGR.COM</p>
<p>SURVEYOR JPH LAND SURVEYING INC. 807 BLUEBONNET DR. SUITE C KELLER, TX 76248 CONTACT: JEWEL CHADD, R.P.L.S. TEL: (817) 431-4971</p>	<p>LANDSCAPE ARCHITECT STUDIO GREEN SPOT, INC. 1333 McDERMOTT DRIVE ALLEN, TEXAS 75013 CONTACT: CHRIS TRONZANO TEL: (469) 369-4448</p>

NO.	DATE	DESCRIPTION	BY
1	04/18/16	SITE PLAN SUBMITTAL	KP KP



LANDSCAPE PLAN
EL POLLO LOCO
7900 DENTON HIGHWAY
CITY OF WATAUGA
TARRANT COUNTY, TEXAS

TRIANGLE ENGINEERING LLC

T: 214.609.8271 | F: 469.359.6709 | E: kpate@triangle-engr.com
W: triangle-engr.com | O: 1333 McDermott Drive, Suite 200, Allen, TX 75013

Planning | Civil Engineering | Construction Management

DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
CT	04/18/16	SEE SCALE BAR	024-16	L 1

TX PE FIRM #11525



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

SIGNAGE UNDER SEPARATE PERMIT.



SIDE ENTRY ELEVATION

SCALE: 1/4" = 1'-0"

LEGEND

- EP1 SHERWIN WILLIAMS - SW 7017 DORIAN GRAY
STUCCO - EXTERIOR GRADE EGGSHELL FINISH
DOORS - EXTERIOR GRADE SEMI-GLOSS FINISH
- EP2 DUNN EDWARDS - DE8376 LOCKING GLASS
EXTERIOR GRADE EGGSHELL FINISH
- BK1 McHarr BRICK & BLOCK - THIN BRICK, SANDMOLD SERIES (TI101)
CONTACT: RESOURCE BUILDING MATERIALS (949) 855-9994
MORTAR: SPEC MIX TYPE #213 SLATE; JOINT WIDTH: 1/8"
- T4 CEMENT TILE SHOP - PACIFIC CLASSIC COLLECTION, PATCHWORK 8" X 8"
RANDOMLY MIX THE FOLLOWING COLORS:
25% BLACK & WHITE, 25% RED, 25% BLUE, 25% YELLOW
CONTACT: CUSTOMER SERVICE (800) 704-2704
GROUT: MAPEI 19 PEARL GRAY; JOINT WIDTH: 1/16"
- MF1 HOT-ROLLED STEEL - BLACKENED (DUN BLUE) BY VENDOR.
FLASHING: PAINT TO MATCH (FLAT BLACK)
- AW1 AWINGS BY VENDOR: FINISH TO MATCH MF-1



ARMET DAVIS NEWLOVE &
ASSOCIATES, AIA ARCHITECTS
1330 OLYMPIC BLVD.
SANTA MONICA, CALIFORNIA 90404
PH 310 452-5533 FAX 310 450-4742

REV. DATE DESCRIPTION

THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND NO PART THEREOF IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE FRAUDULENT EVIDENCE OF THE ACCEPTANCE OF THE RESTRICTIONS.



LOCATION
V2995-PROTOTYPE STD.
STORE #XXXX
1234 ANYSTREET
ANYTOWN, ST XXXXX

DATE
04/04/16
JOB NO.
16-XXXX
DRAWN BY
CW
CHECKED BY
PD/TF

ELEVATIONS

A4



ARMET DAVIS NEWLOVE & ASSOCIATES, AIA ARCHITECTS

1330 OLYMPIC BLVD.
SANTA MONICA, CALIFORNIA 90404
PH 310 452-3533 FAX 310 450-4742

REV. DATE DESCRIPTION

THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLISHED THEREOF IS EXPRESSLY LIMITED TO SUCH USE. RE-USE, REPRODUCTION OR PUBLICATION BY ANY AGENCY, IN WHOLE OR IN PART, IS PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH THE ARCHITECT WITHOUT PREJUDICE. USUAL CONFLICT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THE RESTRICTIONS.



LOCATION
V2995-PROTOTYPE STD.
STORE #XXXX
1234 ANY STREET
ANYTOWN, ST XXXXX

DATE
04/04/16
JOB NO.
16-XXXX
DRAWN BY
CW
CHECKED BY
PD/TF

ELEVATIONS

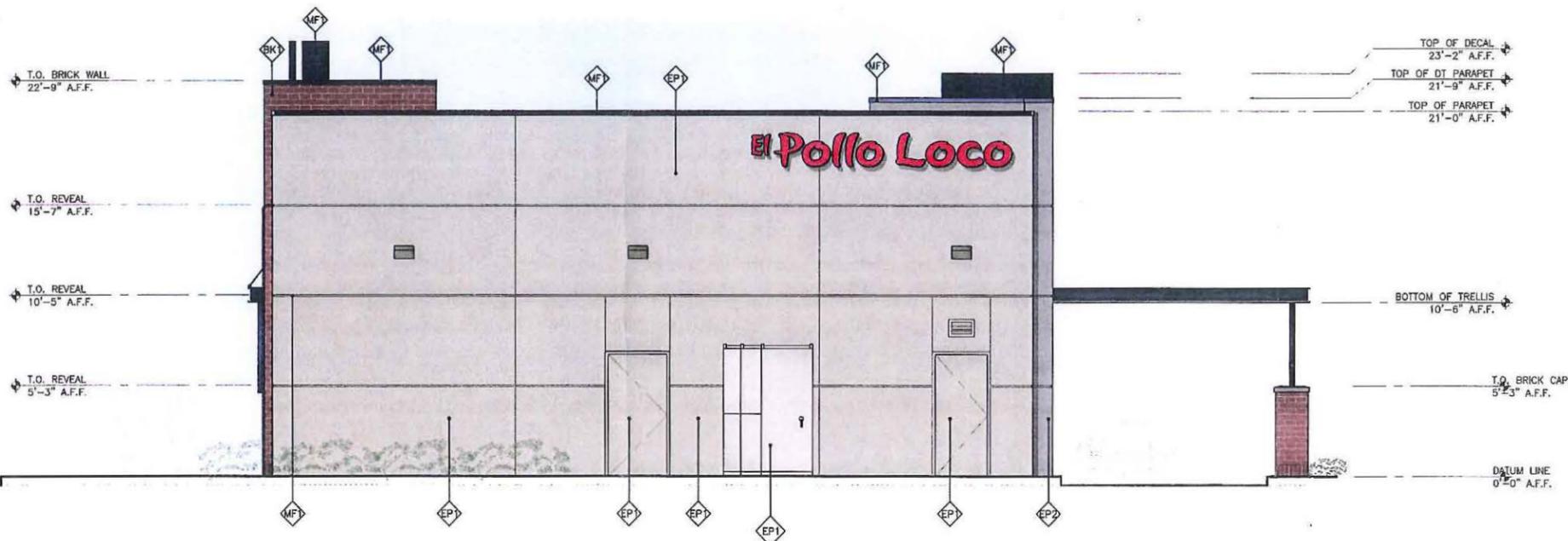
A5

DRIVE-THRU ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"

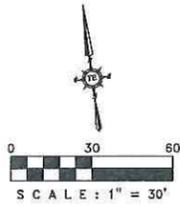


LEGEND

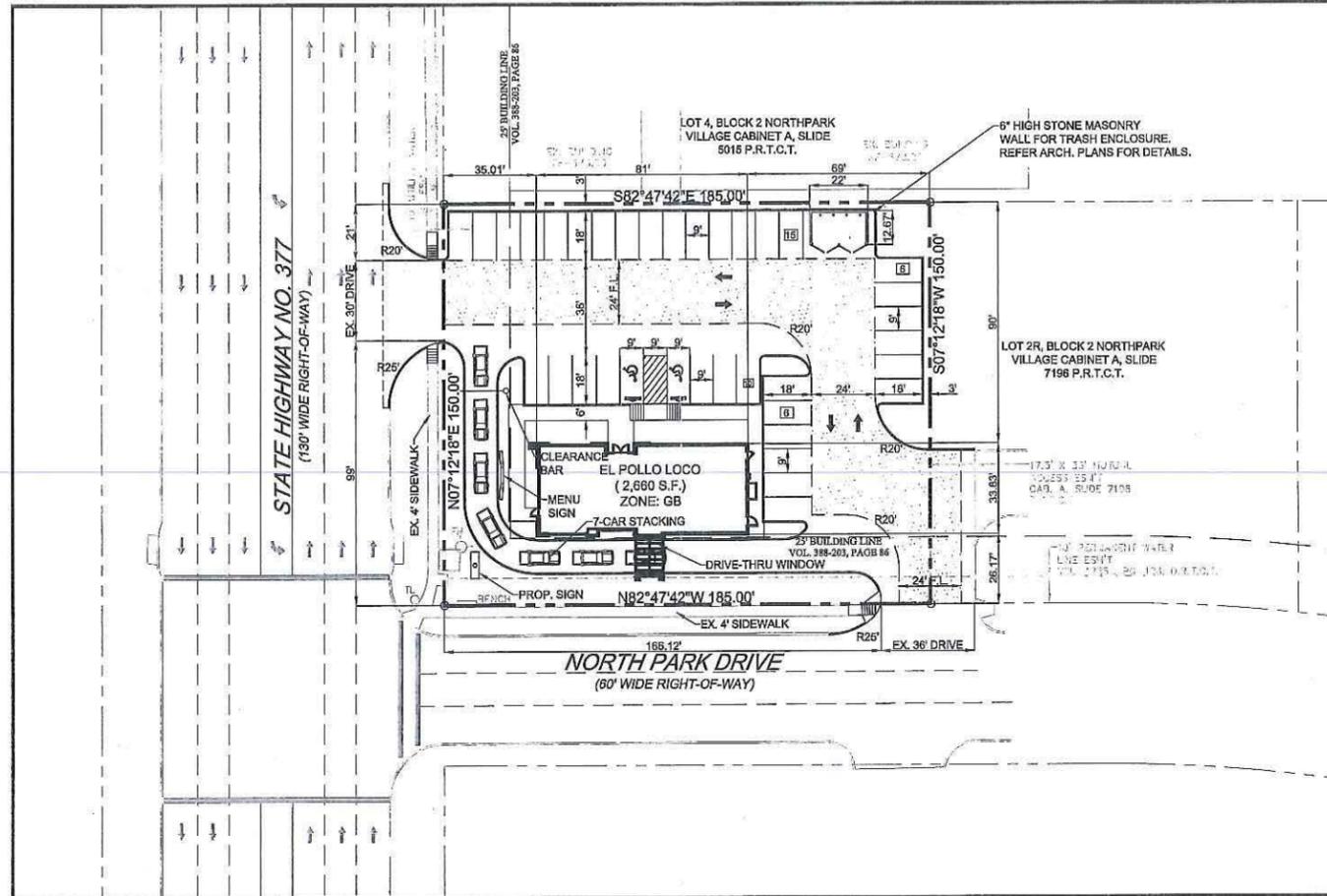
- EP1 SHERWIN WILLIAMS - SW 7017 DORIAN GRAY
STUCCO = EXTERIOR GRADE EGGSHELL FINISH
DOORS = EXTERIOR GRADE SEMI-GLOSS FINISH
- EP2 DUNN EDWARDS - DE6376 LOOKING GLASS
EXTERIOR GRADE EGGSHELL FINISH
- BK1 McNear BRICK & BLOCK - THIN BRICK, SANDHOLD SERIES (TVOU)
CONTACT: RESOURCE BUILDING MATERIALS (949) 855-9994
MORTAR: SPEC MIX TYPE #213 SLATE; JOINT WIDTH: 1/8"
- T4 CEMENT TILE SHOP - PACIFIC CLASSIC COLLECTION, PATCHWORK 6" X 6"
RANDOMLY MIX THE FOLLOWING COLORS:
25% BLACK & WHITE, 25% RED, 25% BLUE, 25% YELLOW
CONTACT: CUSTOMER SERVICE (800) 704-2701
GROUT: MAPED 19 PEARL GRAY; JOINT WIDTH: 1/16"
- MF1 HOT-ROLLED STEEL - BLACKENED (GUN BLUE) BY VENDOR.
FLASHING: PAINT TO MATCH (FLAT BLACK)
- AW1 AWINGS BY VENDOR: FINISH TO MATCH MF-1

Attachment 7

SITE DEVELOPMENT PLANS FOR EL POLLO LOCO
 0.637 ACRES BEING LOT 1, BLOCK 2 OF THE NORTH PARK VILLAGE ADDITION
 CITY OF WATAUGA, TARRANT COUNTY, TEXAS



LEGEND	
UTILITY EASEMENT	U.E.
SANITARY SEWER EASEMENT	S.S.E.
DRAINAGE & DETENTION EASEMENT	D.D.E.
WATERLINE EASEMENT	W.E.
VISIBILITY, ACCESS & MAINTAINANCE ESMT.	V.A.M.E.
SIDEWALK EASEMENT	S.E.
ELECTRICAL EASEMENT	E.E.
CLEAN OUT	C.O.
GAS METER	GM
ELECTRICAL VAULT	EV
LIGHT POLE	LP
TRAFFIC SIGN	TS
ELECTRICAL TRANSFORMER	ET
FIRE HYDRANT	FH
SANITARY SEWER MANHOLE	SSMH
STORM SEWER MANHOLE	STMMH
BUILDING SET BACK	B.S.
LANDSCAPE SETBACK	L.S.
PRESSURE REDUCING VALVE	PRV
FIRE DEPARTMENT CONNECTION	F.D.C.
GAS MARKER	GMA



GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE STANDARDS OF THE CITY OF WATAUGA.
2. A PERMIT IS REQUIRED TO CUT A CITY STREET OR WORK WITHIN THE RIGHT-OF-WAY. THE PERMIT IS ISSUED BY THE PUBLIC WORKS DEPARTMENT.
3. THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM PUBLIC RECORDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
4. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS IN GRADES AND ALIGNMENT.
5. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, "CONST. SAFETY AND HEALTH REGULATIONS," VOL. 29, SUBPART P, PG. 128 - 137, AND ANY AMENDMENTS THERETO.
6. ADEQUATE MEASURES SHALL BE TAKEN TO PREVENT EROSION. IN THE EVENT THAT SIGNIFICANT EROSION OCCURS AS A RESULT OF CONSTRUCTION THE CONTRACTOR SHALL RESTORE THE ERODED AREA TO ORIGINAL CONDITION OR BETTER.
7. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, CULVERT PIPES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.
8. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING FROM THE FROM THE DESIGN ENGINEER. THE DIRECTOR OF PUBLIC WORKS SHALL APPROVE ANY DEVIATIONS FROM STATE REGULATIONS.
9. THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.

LEGEND	
PROPOSED SITE LIGHT POLE	
PROPOSED HANDICAP SIGN	
PROPOSED HANDICAP LOGO	
PROP. CONCRETE WHEEL STOP	
PROP. MONUMENT/POLE SIGN	
BOUNDARY LINE	
PROPOSED CURB	
PROP. FIRE LANE	
PROPOSED SAW-CUT	
EXISTING BOUNDARY	
EXISTING CURB & GUTTER	
EXISTING FIRE HYDRANT	

SITE DATA SUMMARY CHART	
NUMBER OF LOTS	1
EXISTING ZONING	"GB" GENERAL BUSINESS
PROPOSED ZONING	"GB" GENERAL BUSINESS
PROPOSED USE	RESTAURANT
GROSS ACREAGE	0.637 ACRES OR 27,750 SQ.FT
PROPOSED BLDG. AREAS	2,660 SQ.FT.
NUMBER OF STORIES	1 STORY
PROPOSED BLDG. HEIGHT	20.0'
REQUIRED PARKING	(1 SPACE PER 75 S.F.) = 36
TOTAL PARKING PROVIDED	36 (INCLUDED 2 HANDICAP)
PERCENTAGE OF SITE COVERAGE	09.56%
IMPERVIOUS COVERAGE	22,182 S.F. OR 79.94%
OPEN SPACE/LANDSCAPE AREA	5,598 S.F. OR 20.05%

OWNER/DEVELOPER VAQUERO VENTURES 3211 WEST 4TH STREET FORT WORTH, TX 76107 CONTACT: W.A. LANDRETH TEL: (817) 228-5165 FAX: (817) 594-9373	ENGINEER TRIANGLE ENGINEERING LLC 1503 ASTORIA DRIVE ALLEN, TEXAS 75013 CONTACT: KARTAVYA PATEL TEL: 214-609-9271 FAX: 214-998-7937 EMAIL: KPATEL@TRIANGLE-ENGR.COM
SURVEYOR JPH LAND SURVEYING INC. 807 BLUEBONNET DR. SUITE C KELLER, TX 76248 CONTACT: JEWEL CHADD, R.P.L.S. TEL: (817) 431-4971	

SITE PLAN
EL POLLO LOCO
 7900 DENTON HIGHWAY
 CITY OF WATAUGA
 TARRANT COUNTY, TEXAS



T: 214.609.9271 | F: 214.998.7937 | E: kpatel@triangle-engr.com
 W: triangle-engr.com | O: 1333 McDermott Drive, Suite 200, Allen, TX 75013
Planning | Civil Engineering | Construction Management
 DESIGN/DRAWN DATE SCALE PROJECT NO. SHEET NO.
 KP RG 04/18/16 1"=30' 024-16 **3**
 TX PE FIRM #11525

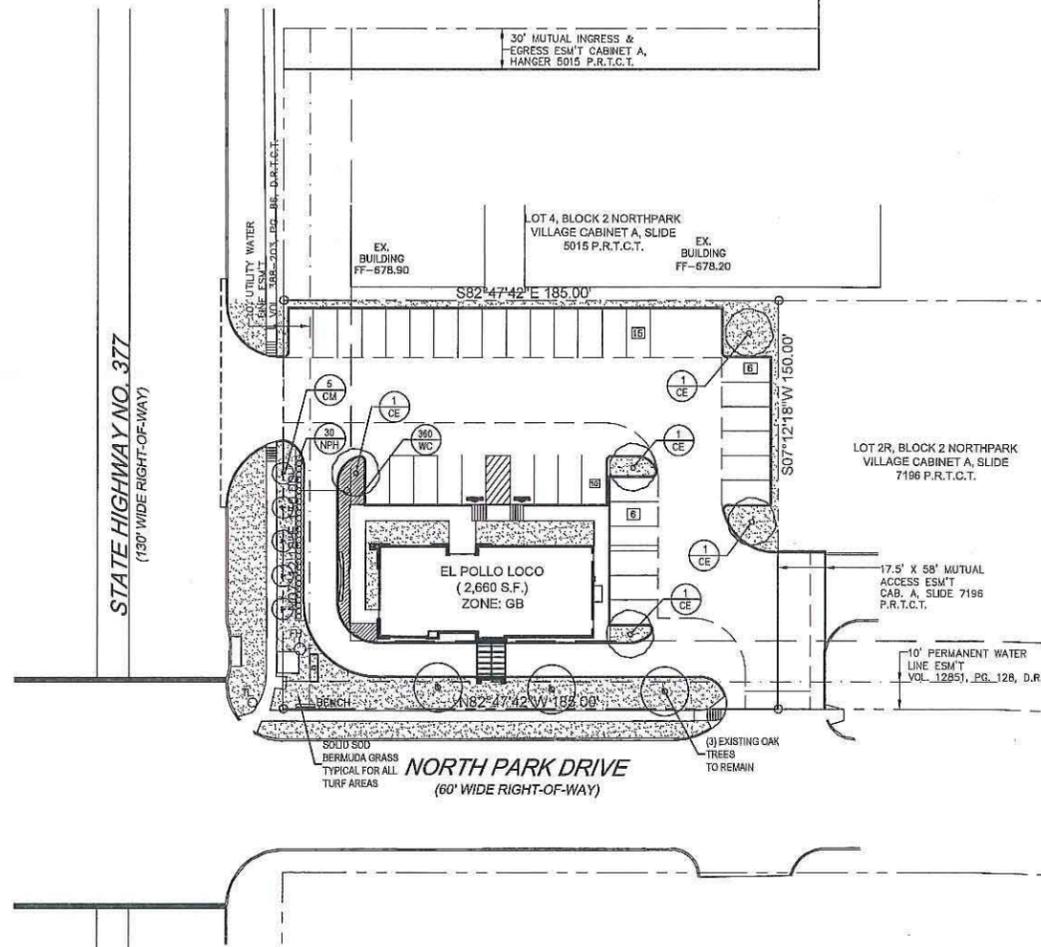
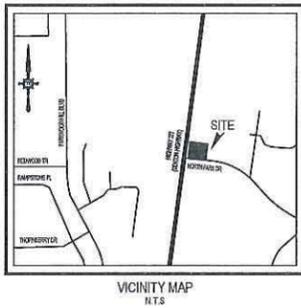
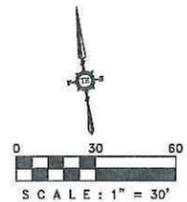
NO.	DATE	DESCRIPTION	BY
1	04/18/16	SITE PLAN SUBMITTAL	KP



P&Z Case 16-07
SITE PLAN &
ELEVATIONS

APR 21 2016

SITE DEVELOPMENT PLANS FOR EL POLLO LOCO
0.637 ACRES BEING LOT 1, BLOCK 2 OF THE NORTH PARK VILLAGE ADDITION
CITY OF WATAUGA, TARRANT COUNTY, TEXAS



GENERAL LAWN NOTES

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- CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

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PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CE	5	Cedar Elm	<i>Ulmus crassifolia</i>	3" cal.	B&B, 12" ht., 5' spread min., 5' clear trunk
CM	5	Crope Myrtle	<i>Lagerstroemia indica</i>	6" ht.	container, 3-5 trunks, tree form, 2' cal.
SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
NPH	30	Needlepoint Holly	<i>Ilex cornuta 'Needlepoint'</i>	5 gal.	container, 24" ht., 20" spread
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
WC	360	Purple Wintercreeper '419' Bermudagrass	<i>Euzanymus fortunei 'Coloretus'</i> <i>Cynodon dactylon '419'</i>	4" pots 4" pots	container, 3-12" runners min., 12" o.c. Solid Sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

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Requirements: 15% of street yard to be landscape area
1 tree per 1000 s.f. of street yard area
1 shrub per 50 s.f. of required landscape area
10% of required landscape area to be ground cover

Required: 1,379 s.f. of landscape area
10 trees
28 shrubs
138 s.f. of ground cover

Provided: 3,038 s.f. of landscape area
(7) trees - Crope Myrtle planted within 10' of overhead power lines
(3) existing oak trees
(28) shrubs
360 s.f. of ground cover

INTERIOR PARKING REQUIREMENTS-37 parking spaces
Requirements: 90 s.f. of landscape area for each 12 parking spaces

Required: 278 s.f. of landscape area

Provided: 825 s.f. of landscape area

All landscape to be irrigated with an underground automatic irrigation system that meet all City, State and TCEQ requirements.

<p>OWNER/DEVELOPER VAQUERO VENTURES 3211 WEST 4TH STREET FORT WORTH, TX 76107 CONTACT: W.A. LANDRETH TEL: (817) 228-5268 FAX: (817) 984-8373</p>	<p>ENGINEER TRIANGLE ENGINEERING LLC 1503 ASTORIA DRIVE ALLEN, TEXAS 75013 CONTACT: KARTAVYA PATEL TEL: 214-608-8271 FAX: 214-998-7937 EMAIL: KPATEL@TRIANGLE-ENGR.COM</p>
<p>SURVEYOR JPH LAND SURVEYING INC. 807 BLUEBONNET DR. SUITE C KELLER, TX 76248 CONTACT: JEWEL CHADD, R.P.L.S. TEL: (817) 431-4971</p>	<p>LANDSCAPE ARCHITECT STUDIO GREEN SPOT, INC. 1333 McDERMOTT DRIVE ALLEN, TEXAS 75013 CONTACT: CHRIS TRONZANO TEL: (469) 369-4448</p>

NO.	DATE	DESCRIPTION	BY
1	04/18/16	SITE PLAN SUBMITTAL	KP
			KP



LANDSCAPE PLAN
EL POLLO LOCO
7900 DENTON HIGHWAY
CITY OF WATAUGA
TARRANT COUNTY, TEXAS

TRIANGLE ENGINEERING LLC

T: 214.609.8271 | F: 469.359.6709 | E: kpate@triangle-engr.com
W: triangle-engr.com | O: 1333 McDermott Drive, Suite 200, Allen, TX 75013

Planning | Civil Engineering | Construction Management

DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
CT	04/18/16	SEE SCALE BAR	024-16	L 1

TX PE FIRM #11525



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

SIGNAGE UNDER SEPARATE PERMIT.



SIDE ENTRY ELEVATION

SCALE: 1/4" = 1'-0"

LEGEND

- EP-1 SHERWIN WILLIAMS - SW 7017 DORIAN GRAY
STUCCO - EXTERIOR GRADE EGGSHELL FINISH
DOORS - EXTERIOR GRADE SEMI-GLOSS FINISH
- EP-2 DUNN EDWARDS - DEB376 LOCKING GLASS
EXTERIOR GRADE EGGSHELL FINISH
- BK-1 McHarr BRICK & BLOCK - THIN BRICK, SANDMOLD SERIES (TI-01)
CONTACT: RESOURCE BUILDING MATERIALS (949) 855-9994
MORTAR: SPEC MIX TYPE #213 SLATE; JOINT WIDTH: 1/8"
- T-4 CEMENT TILE SHOP - PACIFIC CLASSIC COLLECTION, PATCHWORK 8" X 8"
RANDOMLY MIX THE FOLLOWING COLORS:
25% BLACK & WHITE, 25% RED, 25% BLUE, 25% YELLOW
CONTACT: CUSTOMER SERVICE (800) 704-2704
GROUT: MAPEI 19 PEARL GRAY; JOINT WIDTH: 1/16"
- MF-1 HOT-ROLLED STEEL - BLACKENED (DUN BLUE) BY VENDOR.
FLASHING: PAINT TO MATCH (FLAT BLACK)
- AW-1 AWINGS BY VENDOR: FINISH TO MATCH MF-1



ARMET DAVIS NEWLOVE &
ASSOCIATES, AIA ARCHITECTS
1330 OLYMPIC BLVD.
SANTA MONICA, CALIFORNIA 90404
PH 310 452-5533 FAX 310 450-4742

REV.	DATE	DESCRIPTION

THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND FOR WHICH THEY WERE SPECIFICALLY LIMITED TO SUCH USE. RE-USE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED. TITLE TO THESE PLANS AND SPECIFICATIONS REMAINS WITH THE ARCHITECT WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE FORMAL NOTICE OF THE ACCEPTANCE OF THE RESTRICTIONS.



LOCATION
V2995-PROTOTYPE STD.
STORE #XXXX
1234 ANYSTREET
ANYTOWN, ST XXXXX

DATE
04/04/16
JOB NO.
16-XXXX
DRAWN BY
CW
CHECKED BY
PD/TF

ELEVATIONS

A4



ARMET DAVIS NEWLOVE & ASSOCIATES, AIA ARCHITECTS

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ELEVATIONS

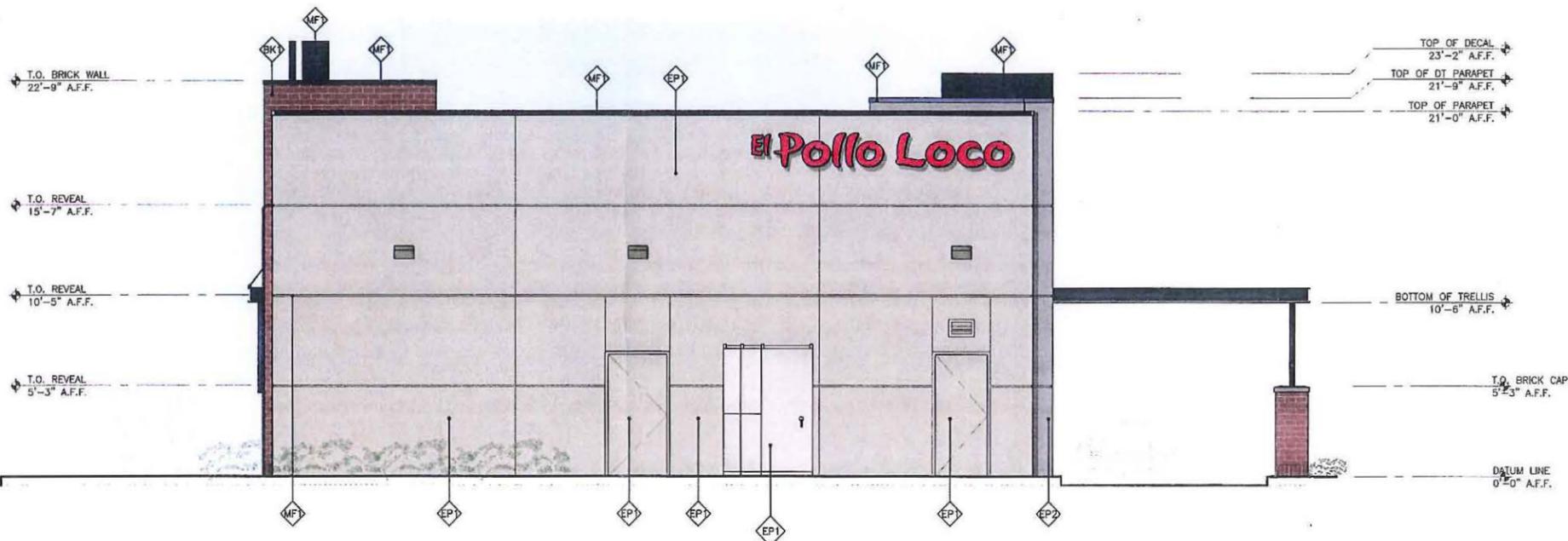
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DRIVE-THRU ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"

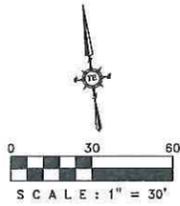


LEGEND

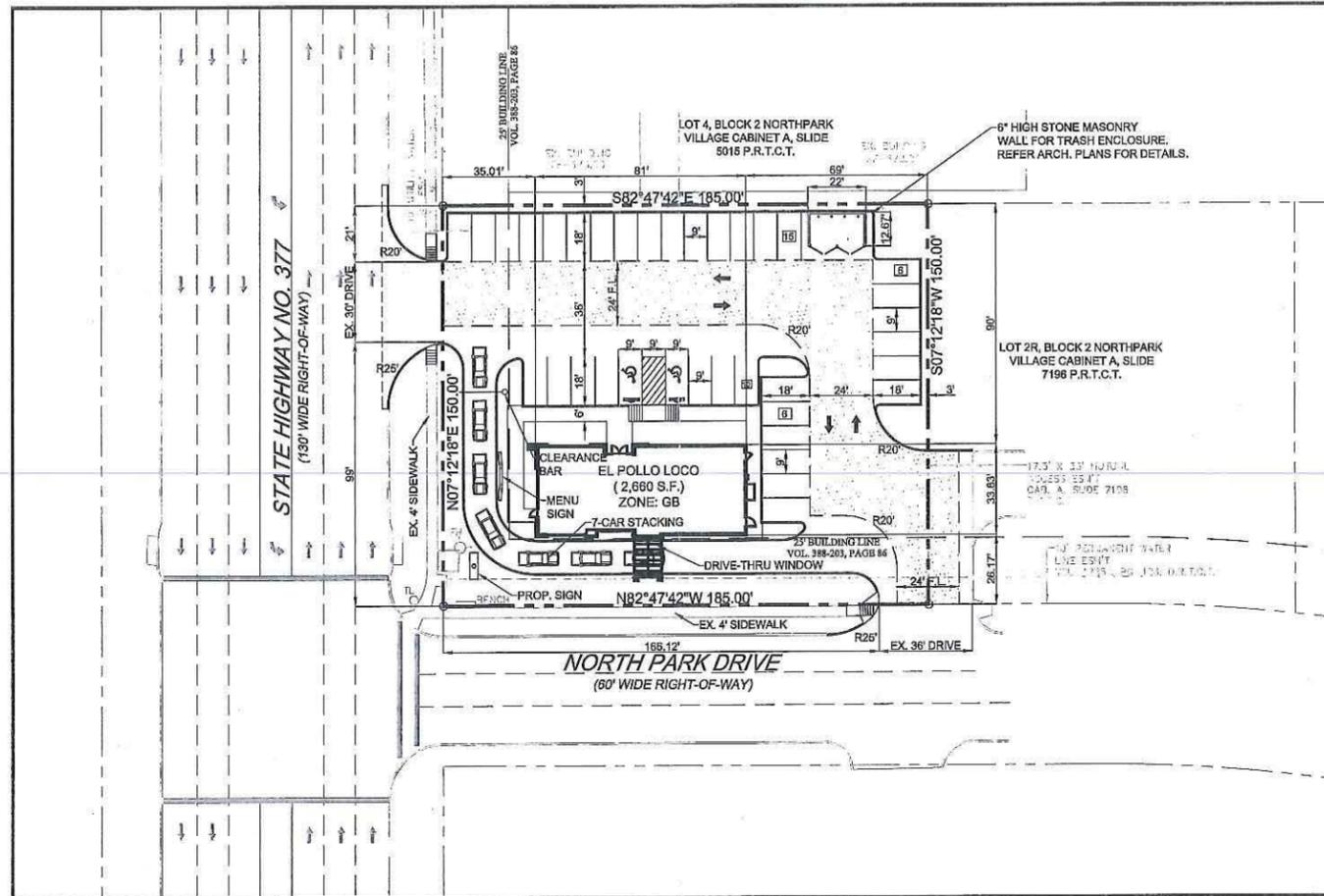
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Attachment 8

SITE DEVELOPMENT PLANS FOR EL POLLO LOCO
 0.637 ACRES BEING LOT 1, BLOCK 2 OF THE NORTH PARK VILLAGE ADDITION
 CITY OF WATAUGA, TARRANT COUNTY, TEXAS



LEGEND	
UTILITY EASEMENT	U.E.
SANITARY SEWER EASEMENT	S.S.E.
DRAINAGE & DETENTION EASEMENT	D.D.E.
WATERLINE EASEMENT	W.E.
VISIBILITY, ACCESS & MAINTAINANCE ESMT.	V.A.M.E.
SIDEWALK EASEMENT	S.E.
ELECTRICAL EASEMENT	E.E.
CLEAN OUT	C.O.
GAS METER	GM
ELECTRICAL VAULT	EV
LIGHT POLE	LP
TRAFFIC SIGN	TS
ELECTRICAL TRANSFORMER	ET
FIRE HYDRANT	FH
SANITARY SEWER MANHOLE	SSMH
STORM SEWER MANHOLE	STMMH
BUILDING SET BACK	B.S.
LANDSCAPE SETBACK	L.S.
PRESSURE REDUCING VALVE	PRV
FIRE DEPARTMENT CONNECTION	F.D.C.
GAS MARKER	GMA



GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE STANDARDS OF THE CITY OF WATAUGA.
2. A PERMIT IS REQUIRED TO CUT A CITY STREET OR WORK WITHIN THE RIGHT-OF-WAY. THE PERMIT IS ISSUED BY THE PUBLIC WORKS DEPARTMENT.
3. THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM PUBLIC RECORDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
4. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS IN GRADES AND ALIGNMENT.
5. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, "CONST. SAFETY AND HEALTH REGULATIONS," VOL. 29, SUBPART P, PG. 128 - 137, AND ANY AMENDMENTS THERETO.
6. ADEQUATE MEASURES SHALL BE TAKEN TO PREVENT EROSION. IN THE EVENT THAT SIGNIFICANT EROSION OCCURS AS A RESULT OF CONSTRUCTION THE CONTRACTOR SHALL RESTORE THE ERODED AREA TO ORIGINAL CONDITION OR BETTER.
7. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, CULVERT PIPES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.
8. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING FROM THE FROM THE DESIGN ENGINEER. THE DIRECTOR OF PUBLIC WORKS SHALL APPROVE ANY DEVIATIONS FROM STATE REGULATIONS.
9. THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.

LEGEND	
PROPOSED SITE LIGHT POLE	
PROPOSED HANDICAP SIGN	
PROPOSED HANDICAP LOGO	
PROP. CONCRETE WHEEL STOP	
PROP. MONUMENT/POLE SIGN	
BOUNDARY LINE	
PROPOSED CURB	
PROP. FIRE LANE	
PROPOSED SAW-CUT	
EXISTING BOUNDARY	
EXISTING CURB & GUTTER	
EXISTING FIRE HYDRANT	

SITE DATA SUMMARY CHART	
NUMBER OF LOTS	1
EXISTING ZONING	"GB" GENERAL BUSINESS
PROPOSED ZONING	"GB" GENERAL BUSINESS
PROPOSED USE	RESTAURANT
GROSS ACREAGE	0.637 ACRES OR 27,750 SQ.FT
PROPOSED BLDG. AREAS	2,660 SQ.FT.
NUMBER OF STORIES	1 STORY
PROPOSED BLDG. HEIGHT	20.0'
REQUIRED PARKING	(1 SPACE PER 75 S.F.) = 36
TOTAL PARKING PROVIDED	36 (INCLUDED 2 HANDICAP)
PERCENTAGE OF SITE COVERAGE	09.56%
IMPERVIOUS COVERAGE	22,182 S.F. OR 79.94%
OPEN SPACE/LANDSCAPE AREA	5,598 S.F. OR 20.05%

OWNER/DEVELOPER VAQUERO VENTURES 3211 WEST 4TH STREET FORT WORTH, TX 76107 CONTACT: W.A. LANDRETH TEL: (817) 228-5165 FAX: (817) 594-9373	ENGINEER TRIANGLE ENGINEERING LLC 1503 ASTORIA DRIVE ALLEN, TEXAS 75013 CONTACT: KARTAVYA PATEL TEL: 214-609-9271 FAX: 214-998-7937 EMAIL: KPATEL@TRIANGLE-ENGR.COM
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NO.	DATE	DESCRIPTION	BY
1	04/18/16	SITE PLAN SUBMITTAL	KP

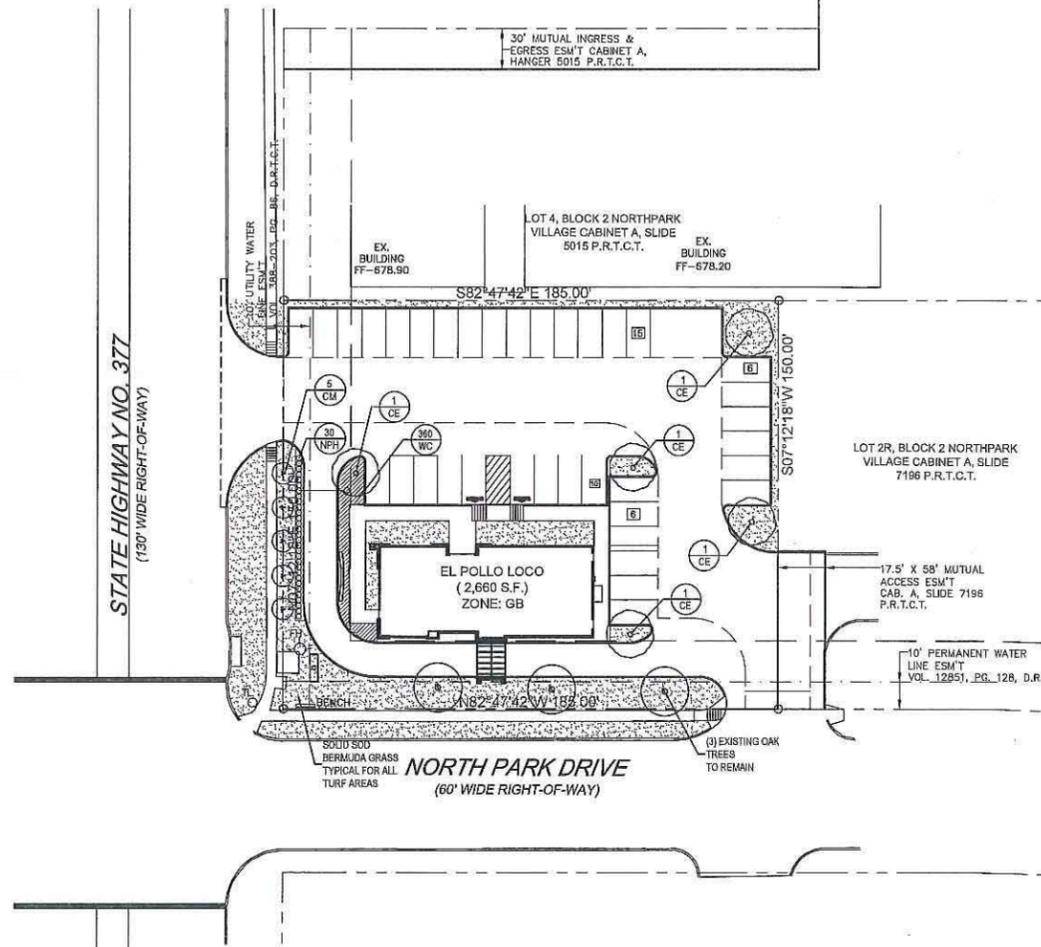
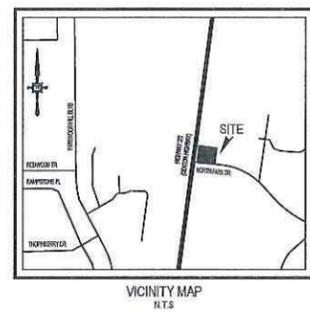
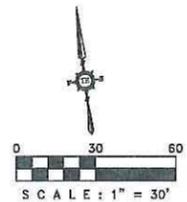


SITE PLAN EL POLLO LOCO 7900 DENTON HIGHWAY CITY OF WATAUGA TARRANT COUNTY, TEXAS				
T: 214.609.9271 F: 214.998.7937 E: kpatel@triangle-engr.com W: triangle-engr.com O: 1333 McDermott Drive, Suite 200, Allen, TX 75013				
Planning Civil Engineering Construction Management				
DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	RG	04/18/16	024-16	3
TX PE FIRM #11525				

P&Z Case 16-07
SITE PLAN &
ELEVATIONS

APR 21 2016

SITE DEVELOPMENT PLANS FOR EL POLLO LOCO
0.637 ACRES BEING LOT 1, BLOCK 2 OF THE NORTH PARK VILLAGE ADDITION
CITY OF WATAUGA, TARRANT COUNTY, TEXAS



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TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
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		'419' Bermudagrass	<i>Cynodon dactylon '419'</i>	4" pots	Solid Sod refer to notes

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360 s.f. of ground cover

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All landscape to be irrigated with an underground automatic irrigation system that meet all City, State and TCEQ requirements.

<p>OWNER/DEVELOPER VAQUERO VENTURES 3211 WEST 4TH STREET FORT WORTH, TX 76107 CONTACT: W.A. LANDRETH TEL: (817) 228-5268 FAX: (817) 984-8373</p>	<p>ENGINEER TRIANGLE ENGINEERING LLC 1503 ASTORIA DRIVE ALLEN, TEXAS 75013 CONTACT: KARTAVYA PATEL TEL: 214-608-8271 FAX: 214-998-7937 EMAIL: KPATEL@TRIANGLE-ENGR.COM</p>
<p>SURVEYOR JPH LAND SURVEYING INC. 807 BLUEBONNET DR. SUITE C KELLER, TX 76248 CONTACT: JEWEL CHADD, R.P.L.S. TEL: (817) 431-4971</p>	<p>LANDSCAPE ARCHITECT STUDIO GREEN SPOT, INC. 1333 McDERMOTT DRIVE ALLEN, TEXAS 75013 CONTACT: CHRIS TRONZANO TEL: (469) 369-4448</p>

NO.	DATE	DESCRIPTION	BY
1	04/18/16	SITE PLAN SUBMITTAL	KP
			KP



LANDSCAPE PLAN
EL POLLO LOCO
7900 DENTON HIGHWAY
CITY OF WATAUGA
TARRANT COUNTY, TEXAS

TRIANGLE ENGINEERING LLC

T: 214.609.8271 | F: 469.359.6709 | E: kpate@triangle-engr.com
W: triangle-engr.com | O: 1333 McDermott Drive, Suite 200, Allen, TX 75013

Planning | Civil Engineering | Construction Management

DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
CT	04/18/16	SEE SCALE BAR	024-16	L 1

TX PE FIRM #11525



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

SIGNAGE UNDER SEPARATE PERMIT.



SIDE ENTRY ELEVATION

SCALE: 1/4" = 1'-0"

LEGEND

- EP1 SHERWIN WILLIAMS - SW 7017 DORIAN GRAY
STUCCO - EXTERIOR GRADE EGGSHELL FINISH
DOORS - EXTERIOR GRADE SEMI-GLOSS FINISH
- EP2 DUNN EDWARDS - DE8376 LOCKING GLASS
EXTERIOR GRADE EGGSHELL FINISH
- BK1 McHarr BRICK & BLOCK - THIN BRICK, SANDMOLD SERIES (TIVOLI)
CONTACT: RESOURCE BUILDING MATERIALS (949) 855-9994
MORTAR: SPEC MIX TYPE #213 SLATE; JOINT WIDTH: 1/8"
- T4 CEMENT TILE SHOP - PACIFIC CLASSIC COLLECTION, PATCHWORK 8" X 8"
RANDOMLY MIX THE FOLLOWING COLORS:
25% BLACK & WHITE, 25% RED, 25% BLUE, 25% YELLOW
CONTACT: CUSTOMER SERVICE (800) 704-2704
GROUT: MAPEI 19 PEARL GRAY; JOINT WIDTH: 1/16"
- MF1 HOT-ROLLED STEEL - BLACKENED (DUN BLUE) BY VENDOR.
FLASHING: PAINT TO MATCH (FLAT BLACK)
- AW1 AWINGS BY VENDOR: FINISH TO MATCH MF-1



ARMET DAVIS NEWLOVE &
ASSOCIATES, AIA ARCHITECTS
1330 OLYMPIC BLVD.
SANTA MONICA, CALIFORNIA 90404
PH 310 452-5533 FAX 310 450-4742

REV. DATE DESCRIPTION

THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLISHED THEREOF IS EXPRESSLY LIMITED TO SUCH USE. RE-USE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED. TITLE TO THESE PLANS AND SPECIFICATIONS REMAINS WITH THE ARCHITECT WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE FORMAL NOTICE OF THE ACCEPTANCE OF THE RESTRICTIONS.



LOCATION
V2995-PROTOTYPE STD.
STORE #XXXX
1234 ANYSTREET
ANYTOWN, ST XXXXX

DATE
04/04/16
JOB NO.
16-XXXX
DRAWN BY
CW
CHECKED BY
PD/TF

ELEVATIONS

A4



ARMET DAVIS NEWLOVE & ASSOCIATES, AIA ARCHITECTS

1330 OLYMPIC BLVD.
SANTA MONICA, CALIFORNIA 90404
PH 310 452-3533 FAX 310 450-4742

REV. DATE DESCRIPTION

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LOCATION
V2995-PROTOTYPE STD.
STORE #XXXX
1234 ANY STREET
ANYTOWN, ST XXXXX

DATE
04/04/16
JOB NO.
16-XXXX
DRAWN BY
CW
CHECKED BY
PD/TF

ELEVATIONS

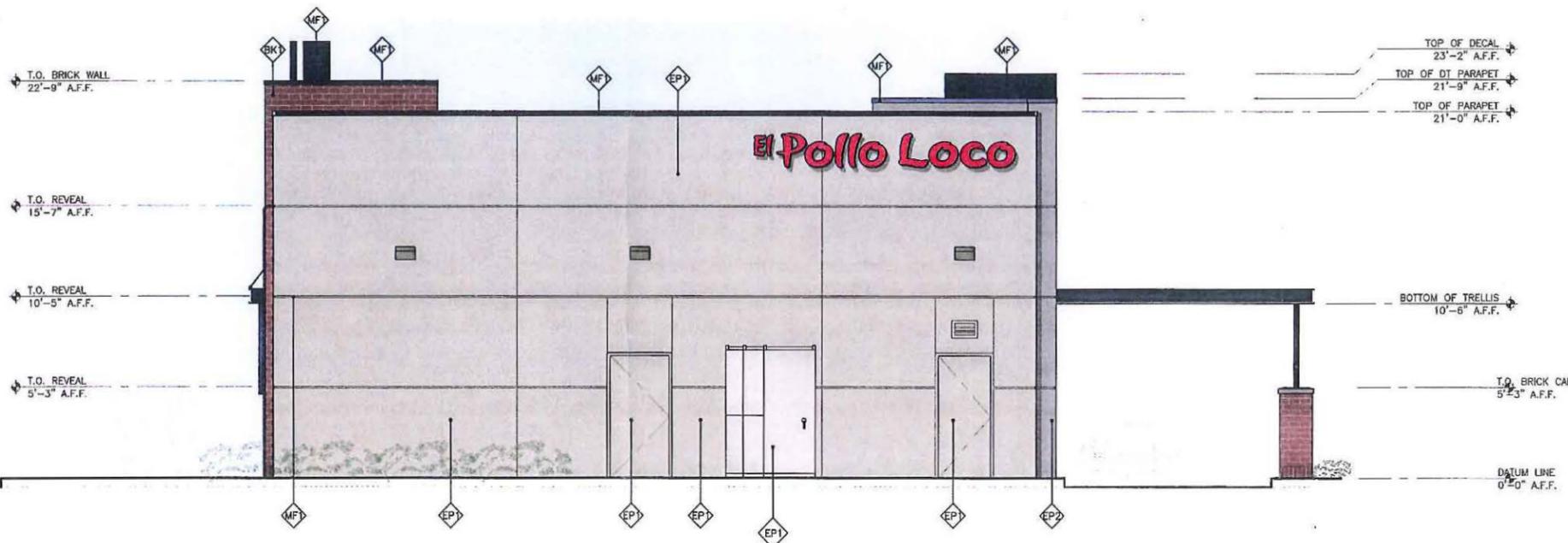
A5

DRIVE-THRU ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEGEND

- EP1 SHERWIN WILLIAMS - SW 7017 DORIAN GRAY
STUCCO = EXTERIOR GRADE EGGSHELL FINISH
DOORS = EXTERIOR GRADE SEMI-GLOSS FINISH
- EP2 DUNN EDWARDS - DE6376 LOOKING GLASS
EXTERIOR GRADE EGGSHELL FINISH
- BK1 McNear BRICK & BLOCK - THIN BRICK, SANDHOLD SERIES (TIVOLI)
CONTACT: RESOURCE BUILDING MATERIALS (949) 855-9994
MORTAR: SPEC MIX TYPE #213 SLATE; JOINT WIDTH: 1/8"
- T4 CEMENT TILE SHOP - PACIFIC CLASSIC COLLECTION, PATCHWORK 6" X 6"
RANDOMLY MIX THE FOLLOWING COLORS:
25% BLACK & WHITE, 25% RED, 25% BLUE, 25% YELLOW
CONTACT: CUSTOMER SERVICE (800) 704-2701
GROUT: MAPS 19 PEARL GRAY; JOINT WIDTH: 1/16"
- MF1 HOT-ROLLED STEEL - BLACKENED (GUN BLUE) BY VENDOR.
FLASHING: PAINT TO MATCH (FLAT BLACK)
- AW1 AWINGS BY VENDOR: FINISH TO MATCH MF-1

Attachment 9

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

July 6, 2016

Ms. Jacquelyn Reyff
City of Watauga
7105 Whitley Rd.
Watauga, Texas 76148

VIA EMAIL

*Re: Ordinance approving a site plan and referring Planning and Zoning Commission
Case 16-07 to City Council*

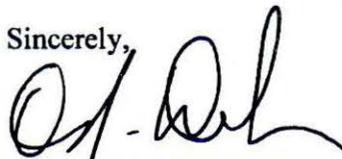
Dear Ms. Reyff:

You have requested that my office provide ordinance language regarding Planning and Zoning Commission (hereinafter "P&Z") Case 16-07.

Following approval by the P&Z of Case 16-07, I have reviewed this Ordinance and approve the same to 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,



ANDREW J. DECKER
Assistant City Attorney

cc: Greg Vick
Zolaina Parker

CITY OF WATAUGA, TEXAS
ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS APPROVING A SITE PLAN AND GRANTING A SPECIFIC USE PERMIT IN PLANNING AND ZONING CASE 16-07 PURSUANT TO SECTION 15-33 OF THE CODE OF ORDINANCES OF THE CITY OF WATAUGA, TEXAS; PROVIDING THAT ALL ORDINANCES IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Watauga, Texas has heretofore adopted a comprehensive Zoning Code providing for the planned development of the City; and

WHEREAS, the Zoning Code provides for the approval of a Site Plan and grant of Specific Use Permits for certain uses of land located within the City; and

WHEREAS, the owner of the property more specifically set out herein, has made proper application for the granting of such a permit, pursuant to Section 15-33 of the City of Watauga Code of Ordinances, such application having been presented to and approved by the Planning and Zoning Commission as Planning and Zoning Case 16-07; and

WHEREAS, all notices were properly posted and mailed, as required by law.

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

I.

A Site Plan attached hereto and incorporated by reference as Exhibit "A" is approved and a Specific Use Permit is hereby granted in connection with the real property herein described subject to the conditions and terms specified herein.

II.

The real property which is the subject of this Site Plan and for which approval of a Specific Use Permit is requested is described as follows:

The property is located at 7900 Denton Highway. The property is also known as Lot 1, Block 2, Northpark Village Addition in the City of Watauga, Tarrant County, Texas.

III.

The subject property is presently zoned General Business District (GB).

IV.

The property owner and applicant is Vaquero Ventures. d.b.a. El Pollo Loco. The applicant is represented by Kevin Mattson.

V.

The use authorized by the Specific Use Permit herein granted is as follows:

A Specific Use Permit in General Business District (GB) to allow a restaurant with drive-through service of customers at 7900 Denton Highway. The property is also known as Lot 1, Block 2, Northpark Village Addition in the City of Watauga, Tarrant County, Texas.

If the use authorized by the Specific Use Permit granted is not commenced by one (1) year from the issuance of this permit, then this permit shall become void, provided

that such limitation may be extended upon application by the owner of such property to the City Council of the City of Watauga.

VI.

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

VII.

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 this Ordinance.

VIII.

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 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,
this the _____ day of _____, 2016.

APPROVED:

Hector Garcia, Mayor

ATTEST:

Zolaina R. Parker, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Mark G. Daniel, City Attorney

Attachment 10



AGENDA MEMORANDUM

DATE: July 11, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Deby Woodard, Assistant Finance Director/Purchasing Manager *Deby Woodard*

THROUGH: Greg Vick, City Manager *GV*

SUBJECT: Approval of Bid # 16-026 Library Books & Media Discount

BACKGROUND/INFORMATION:

In May sealed bids were received and opened for Library Books & Media Discount. These are various items requested by the Library for books, CDs, DVDs, and music that are purchased on an as-needed basis.

As a Public Library this award will allow an additional avenue to meet the needs of the public and remain compliant with State laws.

Staff requests Council to award all responding vendors as listed so that the Library may order as indicated on the attached tabulation.

This contract will be valid through June 30, 2017 with the option for three (3) additional one-year renewal terms, upon the agreement of the approved vendors and award by Council.

FINANCIAL IMPLICATIONS:

Funds are available and budgeted for in the 2015-16 fiscal year.

RECOMMENDATION/ACTION DESIRED:

Staff requests Council approval of Bid # 16-026 Library Books & Media Discount to all vendors as listed.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

- 1) Bid # 16-026 Library Books & Media Discount Tabulation

Library Books/CDs/DVDs/Music Discount

16-026

Date: May 18, 2016

Description	Applause Learning Resources	Asia for Kids	AV Café	Baker & Taylor	Barnes & Noble	Barron's Educational	Bearport Publishing
Adult Print Fiction & Nonfiction Including Large Print							
Hardcover Discount	0%	0%	No Bid	46.5%	0-25% Off of List Price	20%	No Bid
Paperback Discount	0%	0%	No Bid	40.5%	0-25% Off of List Price	20%	No Bid
Trade Discount	0%	0%	No Bid	Hardcover: 46.5% Paperback: 40.5%	0-25% Off of List Price	20%	No Bid
Mass Market Paperback Discount	0%	0%	No Bid	41%	0-25% Off of List Price	20%	No Bid
Library Binding Discount	No Bid	0%	No Bid	22%	N/A	N/A	No Bid
Reinforced Binding Discount	No Bid	0%	No Bid	22%	N/A	N/A	No Bid
Prebound Discount	No Bid	No Bid	No Bid	10%	N/A	N/A	No Bid
Board Books Discount	No Bid	0%	No Bid	Hardcover: 46.5% Paperback: 40.5%	0-25% Off of List Price	20%	No Bid
Other Available Bindings (specify) Discount	No Bid	No Bid	No Bid	See Additional Information	N/A	N/A	No Bid
Children & Teen Print Fiction & Nonfiction							
Hardcover Discount	0%	0%	No Bid	46.5%	0-25% Off of List Price	20%	No Bid
Paperback Discount	0%	0%	No Bid	41%	0-25% Off of List Price	20%	No Bid
Trade Discount	0%	0%	No Bid	Hardcover: 46.5% Paperback: 40.5%	0-25% Off of List Price	20%	No Bid
Mass Market Paperbacks Discount	0%	0%	No Bid	41%	0-25% Off of List Price	20%	No Bid
Library Binding Discount	No Bid	No Bid	No Bid	22%	N/A	N/A	25%
Reinforced Binding Discount	No Bid	No Bid	No Bid	22%	N/A	N/A	25%
Prebound Discount	No Bid	No Bid	No Bid	10%	N/A	N/A	No Bid
Board Books Discount	No Bid	0%	No Bid	Hardcover: 46.5% Paperback: 40.5%	0-25% Off of List Price	20%	No Bid
Other Available Bindings (specify) Discount	No Bid	No Bid	No Bid	See Additional Information	N/A	N/A	No Bid
Books w/Accompanying Media Discount (all levels)	0%	0%	0-25%	See Additional Information	0-25% Off of List Price	20%	No Bid
Graphic Novels Discount	No Bid	No Bid	No Bid	See Additional Information	0-25% Off of List Price	20%	No Bid
Standing Orders for Print Titles Discount (all levels)	No Bid	No Bid	No Bid	See Additional Information	0-25% Off of List Price	N/A	No Bid
Books on CD Unabridged Discount (adult)	No Bid	No Bid	0-25%	45.5% Category XII	0-25% Off of List Price	N/A	No Bid
Books on CD Unabridged Discount (children/teen)	No Bid	No Bid	0-25%	45.5% Category XII	0-25% Off of List Price	N/A	No Bid
Kits - Mixed Media - all levels	0%	No Bid	0-25%	See Additional Information	0-25% Off of List Price	20%	No Bid
DVDs - Entertainment/Fiction/Nonfiction/ Documentary, etc Discount (adult)	0%	0%	0-25%	29% See Attachment A-2	0-25% Off of List Price	N/A	No Bid
DVDs - Entertainment/Fiction/Nonfiction/ Documentary, etc Discount (children/teen)	0%	0%	0-25%	29% See Attachment A-2	0-25% Off of List Price	N/A	No Bid
Music CDs Discount (adult)	0%	No Bid	0-25%	25% See Attachment A-2	0-25% Off of List Price	N/A	No Bid

Description	Applause Learning Resources	Asia for Kids	AV Café	Baker & Taylor	Barnes & Noble	Barron' s Educational	Bearport Publishing
Music CDs Discount (children/teen)	No Bid	0%	0-25%	25% See Attachment A-2	0-25% Off of List Price	N/A	No Bid
Multi-Language Books & Media Discount	0%	No Bid	0-25%	See Additional Information	0-25% Off of List Price	20%	No Bid
Electronic Resources - Ebooks Discount	No Bid	No Bid	No Bid	0% See Attachment A-1	0%	20%	25%
Electronic Resources - E-audiobooks Discount	No Bid	No Bid	No Bid	0% See Attachment A-1	0%	N/A	No Bid
Electronic Resources - E-magazines Discount	No Bid	No Bid	No Bid	No Bid	0%	N/A	No Bid
Database	No Bid	No Bid	No Bid	No Charge	No Bid	N/A	No Charge
Processing & Cataloging Services Discount	No Bid	No Bid	No Bid	Varies See Attachment A-3	N/A	N/A	No Charge
Shipping Charges	See Additional Information	No Bid	Varies See Additional Info	No Charge	\$0 Unless Expedite is Requested	10% Approximate	No Charge
HUB Vendor Status:	No	N/A	No	No	No	No	No
TPASS:	No	N/A	No	Yes, Contract # 715-M2	No	No	No

Description	Benchmark Education	Blackstone Audio, Inc.	BMI Educational Services	Bound to Stay Bound	Brodart
Adult Print Fiction & Nonfiction Including Large Print					
Hardcover Discount	No Bid	No Bid	0% See Additional Information	No Bid	46.5% Trade Hardcover
Paperback Discount	No Bid	No Bid	0% See Additional Information	No Bid	40.0% Trade Paperback
Trade Discount	No Bid	No Bid	0% See Additional Information	No Bid	46.5% Trade Hardcover
Mass Market Paperback Discount	No Bid	No Bid	0% See Additional Information	No Bid	40.0%
Library Binding Discount	No Bid	No Bid	No Bid	No Bid	23.0%
Reinforced Binding Discount	No Bid	No Bid	0% See Additional Information	No Bid	40.0%
Prebound Discount	No Bid	No Bid	0% See Additional Information	No Bid	23.0% BrodartBound
Board Books Discount	No Bid	No Bid	0% See Additional Information	No Bid	46.5%
Other Available Bindings (specify) Discount	No Bid	No Bid	No Bid	No Bid	12.0% See Additional Info
Children & Teen Print Fiction & Nonfiction					
Hardcover Discount	0%	No Bid	0% See Additional Information	No Bid	46.5% Trade Hardcover
Paperback Discount	0%	No Bid	0% See Additional Information	No Bid	40.0% Trade Paperback
Trade Discount	No Bid	No Bid	0% See Additional Information	No Bid	46.5% Trade Hardcover
Mass Market Paperbacks Discount	No Bid	No Bid	0% See Additional Information	No Bid	40.0%
Library Binding Discount	No Bid	No Bid	No Bid	No Bid	23.0%
Reinforced Binding Discount	No Bid	No Bid	0% See Additional Information	No Bid	40.0%
Prebound Discount	No Bid	No Bid	0% See Additional Information	30% See Additional Info	23.0% BrodartBound
Board Books Discount	No Bid	No Bid	0% See Additional Information	No Bid	46.5%
Other Available Bindings (specify) Discount	No Bid	No Bid	No Bid	No Bid	12.0% See Additional Info
Books w/Accompanying Media Discount (all levels)	0%	No Bid	0% See Additional Information	No Bid	See Additional Information
Graphic Novels Discount	No Bid	No Bid	0% See Additional Information	30% See Additional Info	See Additional Information
Standing Orders for Print Titles Discount (all levels)	No Bid	No Bid	No Bid	No Bid	See Attachment B Pricing Proposal
Books on CD Unabridged Discount (adult)	No Bid	20% See Additional Information	No Bid	No Bid	40.0%
Books on CD Unabridged Discount (children/teen)	No Bid	20% See Additional Information	0% See Additional Information	No Bid	40.0%
Kits - Mixed Media - all levels	No Bid	No Bid	No Bid	No Bid	See Additional Information
DVDs - Entertainment/Fiction/Nonfiction/Documentary, etc Discount (adult)	No Bid	No Bid	0%	No Bid	12.0%
DVDs - Entertainment/Fiction/Nonfiction/Documentary, etc Discount (children/teen)	No Bid	No Bid	0% See Additional Information	No Bid	12.0%
Music CDs Discount (adult)	No Bid	No Bid	No Bid	No Bid	No Bid

Description	Benchmark Education	Blackstone Audio, Inc.	BMI Educational Services	Bound to Stay Bound	Brodart
Music CDs Discount (children/teen)	No Bid	No Bid	No Bid	No Bid	No Bid
Multi-Language Books & Media Discount	No Bid	No Bid	No Bid	No Bid	See Additional Information
Electronic Resources - Ebooks Discount	0%	No Bid	No Bid	No Bid	No Bid
Electronic Resources - E-audiobooks Discount	No Bid	No Bid	No Bid	No Bid	No Bid
Electronic Resources - E-magazines Discount	No Bid	No Bid	No Bid	No Bid	No Bid
Database	No Bid	No Bid	No Bid	No Bid	No Bid
Processing & Cataloging Services Discount	No Bid	See Additional Information	0% See Additional Information	No charge See Additional Info	See Attachment B Pricing Proposal
Shipping Charges	10% of Order Subtotal	Free See Additional Information	Free shipping On Orders Over \$60	No charge	0% See Attachment B
HUB Vendor Status:	N/A	No	No	No	No
TPASS:	N/A	N/A	No	No	Yes, Contract #715-M2

Description	Cambridge University Press	Cengage Learning	Center Point Large Print	Central Programs dba Gumdrop Books	Cerebellum
Adult Print Fiction & Nonfiction Including Large Print					
Hardcover Discount	10.0%	20-40% Free Shipping	See Additional Information	No Bid	No Bid
Paperback Discount	10.0%	20-40% Free Shipping	No Bid	No Bid	No Bid
Trade Discount	10.0%	20-40% Free Shipping	No Bid	No Bid	No Bid
Mass Market Paperback Discount	10.0%	20-40% Free Shipping	No Bid	No Bid	No Bid
Library Binding Discount	10.0%	20-40% Free Shipping	See Additional Information	No Bid	No Bid
Reinforced Binding Discount	10.0%	N/A	No Bid	No Bid	No Bid
Prebound Discount	10.0%	N/A	No Bid	No Bid	No Bid
Board Books Discount	10.0%	N/A	No Bid	No Bid	No Bid
Other Available Bindings (specify) Discount	10.0%	N/A	No Bid	No Bid	No Bid
Children & Teen Print Fiction & Nonfiction					
Hardcover Discount	10.0%	0-70% See Additional Info	No Bid	0-70% Off List Price	No Bid
Paperback Discount	10.0%	0-70% See Additional Info	No Bid	0-40% Off List Price	No Bid
Trade Discount	10.0%	0-70% See Additional Info	No Bid	0-70% Off List Price	No Bid
Mass Market Paperbacks Discount	10.0%	0-70% See Additional Info	No Bid	0-40% Off List Price	No Bid
Library Binding Discount	10.0%	0-70% See Additional Info	No Bid	0-70% Off List Price	No Bid
Reinforced Binding Discount	10.0%	N/A	No Bid	No Bid	No Bid
Prebound Discount	10.0%	N/A	No Bid	No Bid	No Bid
Board Books Discount	10.0%	N/A	No Bid	0-70% Off List Price	No Bid
Other Available Bindings (specify) Discount	10.0%	N/A	No Bid	No Bid	No Bid
Books w/Accompanying Media Discount (all levels)	10.0%	N/A	No Bid	No Bid	No Bid
Graphic Novels Discount	10.0%	N/A	No Bid	0-70% Off List Price	No Bid
Standing Orders for Print Titles Discount (all levels)	10.0%	0-70% See Additional Info	No Bid	No Bid	No Bid
Books on CD Unabridged Discount (adult)	10.0%	N/A	No Bid	No Bid	No Bid
Books on CD Unabridged Discount (children/teen)	10.0%	N/A	No Bid	No Bid	No Bid
Kits - Mixed Media - all levels	10.0%	N/A	No Bid	No Bid	No Bid
DVDs - Entertainment/Fiction/Nonfiction/Documentary, etc Discount (adult)	10.0%	N/A	No Bid	No Bid	10-20% See Additional Info
DVDs - Entertainment/Fiction/Nonfiction/Documentary, etc Discount (children/teen)	10.0%	N/A	No Bid	No Bid	10-20% See Additional Info
Music CDs Discount (adult)	10.0%	N/A	No Bid	No Bid	No Bid

Description	Cambridge University Press	Cengage Learning	Center Point Large Print	Central Programs dba Gumdrop Books	Cerebellum
Music CDs Discount (children/teen)	10.0%	N/A	No Bid	No Bid	No Bid
Multi-Language Books & Media Discount	10.0%	0-70% See Additional Info	No Bid	0-70% Off List Price	No Bid
Electronic Resources - Ebooks Discount	10.0%	0.0% See www.gale.com for Title	No Bid	0-70% Off List Price	No Bid
Electronic Resources - E-audiobooks Discount	10.0%	N/A	No Bid	No Bid	No Bid
Electronic Resources - E-magazines Discount	10.0%	N/A	No Bid	No Bid	No Bid
Database	10.0%	0%	No Bid	No Bid	No Bid
Processing & Cataloging Services Discount	10.0%	Waived	See Attached Information	See Attached	0%
Shipping Charges	10.0%	Waived	See Attached Information	Free	See Additional Info
HUB Vendor Status:	No	No	No	No	No
TPASS:	No	No	No	Yes, Contract #715-M2	No

Description	EBSCO	Grey House Publishing	Houghton Mifflin Harcourt	Ingram Library Services	Junior Library Guild
Adult Print Fiction & Nonfiction Including Large Print					
Hardcover Discount	No Bid	No Bid	0% See Additional Info	47% Trade Hardcover	No Bid
Paperback Discount	No Bid	No Bid	0% See Additional Info	41%	No Bid
Trade Discount	No Bid	No Bid	No Bid	47% Trade Hardcover	No Bid
Mass Market Paperback Discount	No Bid	No Bid	No Bid	41%	No Bid
Library Binding Discount	No Bid	10%	No Bid	16%	No Bid
Reinforced Binding Discount	No Bid	No Bid	No Bid	15.50%	No Bid
Prebound Discount	No Bid	No Bid	No Bid	30% See Additional Info	No Bid
Board Books Discount	No Bid	No Bid	No Bid	0-47.0%	No Bid
Other Available Bindings (specify) Discount	No Bid	No Bid	No Bid	See Additional Info	No Bid
Children & Teen Print Fiction & Nonfiction					
Hardcover Discount	No Bid	No Bid	0% See Additional Info	47% Trade Hardcover	0% See Additional Info
Paperback Discount	No Bid	No Bid	0% See Additional Info	41%	0% See Additional Info
Trade Discount	No Bid	No Bid	No Bid	47% Trade Hardcover	0%
Mass Market Paperbacks Discount	No Bid	No Bid	No Bid	41%	No Bid
Library Binding Discount	No Bid	No Bid	No Bid	16%	0%
Reinforced Binding Discount	No Bid	No Bid	No Bid	15.50%	0%
Prebound Discount	No Bid	No Bid	No Bid	30% See Additional Info	No Bid
Board Books Discount	No Bid	No Bid	No Bid	0-47.0%	No Bid
Other Available Bindings (specify) Discount	No Bid	No Bid	No Bid	See Additional Info	No Bid
Books w/Accompanying Media Discount (all levels)	No Bid	No Bid	No Bid	0-47%	No Bid
Graphic Novels Discount	No Bid	No Bid	No Bid	0-47%	0%
Standing Orders for Print Titles Discount (all levels)	No Bid	No Bid	No Bid	0-47%	No Bid
Books on CD Unabridged Discount (adult)	No Bid	No Bid	No Bid	45.5% Trade 20.0% Non-Trade	No Bid
Books on CD Unabridged Discount (children/teen)	No Bid	No Bid	No Bid	45.5% Trade 20.0% Non-Trade	No Bid
Kits - Mixed Media - all levels	No Bid	No Bid	No Bid	0-47%	No Bid
DVDs - Entertainment/Fiction/Nonfiction/Documentary, etc Discount (adult)	No Bid	No Bid	No Bid	32%	No Bid
DVDs - Entertainment/Fiction/Nonfiction/Documentary, etc Discount (children/teen)	No Bid	No Bid	No Bid	32%	No Bid
Music CDs Discount (adult)	No Bid	No Bid	No Bid	25%	No Bid

Description	EBSCO	Grey House Publishing	Houghton Mifflin Harcourt	Ingram Library Services	Junior Library Guild
Music CDs Discount (children/teen)	No Bid	No Bid	No Bid	25%	No Bid
Multi-Language Books & Media Discount	No Bid	No Bid	No Bid	0-47.0%	No Bid
Electronic Resources - Ebooks Discount	0-25% Refer to Pricing & Discount Sheet	No Bid	0% See Additional Info	No Bid	0%
Electronic Resources - E-audiobooks Discount	No Bid	No Bid	No Bid	No Bid	0%
Electronic Resources - E-magazines Discount	0-50% Refer to Pricing & Discount Sheet	No Bid	No Bid	No Bid	No Bid
Database	0-25%	10%	No Bid	0%	No Bid
Processing & Cataloging Services Discount	No Bid	No Bid	No Bid	See Additional Info	See Additional Info
Shipping Charges	No Bid	No Bid	No Bid	See Additional Info	N/A
HUB Vendor Status:	No	No	No	No	No
TPASS:	No	No	No	Yes, Contract #715-M2	No

Description	Kaplan Early Learning	Lectorum Publications	Library Store	Live Oak Media	Mark My Words	Midwest Tape	Newmark Learning
Adult Print Fiction & Nonfiction Including Large Print							
Hardcover Discount	No Bid	20%	0%	No Bid	0-40% Based on Quantity	No Bid	No Bid
Paperback Discount	No Bid	20%	0%	No Bid	0-40%	No Bid	No Bid
Trade Discount	No Bid	20%	0%	No Bid	0-40%	No Bid	No Bid
Mass Market Paperback Discount	No Bid	20%	0%	No Bid	0-40%	No Bid	No Bid
Library Binding Discount	No Bid	0% See Attachment 2	0%	No Bid	No Bid	No Bid	No Bid
Reinforced Binding Discount	No Bid	0% See Attachment 2	0%	No Bid	No Bid	No Bid	No Bid
Prebound Discount	No Bid	0% See Attachment 2	0%	No Bid	No Bid	No Bid	No Bid
Board Books Discount	No Bid	20%	0%	No Bid	0-40% Based on Quantity	No Bid	No Bid
Other Available Bindings (specify) Discount	No Bid	0% See Attachment 2	0%	No Bid	No Bid	No Bid	No Bid
Children & Teen Print Fiction & Nonfiction							
Hardcover Discount	15% See Additional Info	20%	15% refer to Discount Letter	No Bid	0-40% Based on Quantity	No Bid	0%
Paperback Discount	15% See Additional Info	20%	15%	No Bid	0-40% Based on Quantity	No Bid	0%
Trade Discount	No Bid	20%	15%	No Bid	0-40% Based on Quantity	No Bid	No Bid
Mass Market Paperbacks Discount	No Bid	20%	15%	No Bid	0-40% Based on Quantity	No Bid	No Bid
Library Binding Discount	No Bid	0% See Attachment 2	15%	No Bid	No Bid	No Bid	No Bid
Reinforced Binding Discount	No Bid	0% See Attachment 2	15%	No Bid	No Bid	No Bid	No Bid
Prebound Discount	No Bid	0% See Attachment 2	15%	No Bid	No Bid	No Bid	No Bid
Board Books Discount	15% See Additional Info	20%	15%	No Bid	0-40% Based on Quantity	No Bid	No Bid
Other Available Bindings (specify) Discount	No Bid	0% See Attachment 2	15%	No Bid	No Bid	No Bid	No Bid
Books w/Accompanying Media Discount (all levels)	15% See Additional Info	20%	No Bid	0%	No Bid	No Bid	0%
Graphic Novels Discount	No Bid	20%	No Bid	No Bid	No Bid	No Bid	No Bid
Standing Orders for Print Titles Discount (all levels)	No Bid	20%	No Bid	No Bid	0-40% Based on Quantity	No Bid	No Bid
Books on CD Unabridged Discount (adult)	No Bid	No Bid	No Bid	No Bid	No Bid	0% See Additional Info	No Bid
Books on CD Unabridged Discount (children/teen)	No Bid	No Bid	No Bid	0%	No Bid	0% See Additional Info	No Bid
Kits - Mixed Media - all levels	No Bid	20%	No Bid	0%	No Bid	No Bid	No Bid
DVDs - Entertainment/Fiction/Nonfiction/Documentary, etc Discount (adult)	No Bid	0%	No Bid	No Bid	No Bid	20% off MSRP	No Bid
DVDs - Entertainment/Fiction/Nonfiction/Documentary, etc Discount (children/teen)	No Bid	0%	No Bid	0%	No Bid	20% off MSRP	No Bid
Music CDs Discount (adult)	No Bid	No Bid	No Bid	No Bid	No Bid	20% See Additional Info	No Bid

Description	Kaplan Early Learning	Lectorum Publications	Library Store	Live Oak Media	Mark My Words	Midwest Tape	Newmark Learning
Music CDs Discount (children/teen)	No Bid	No Bid	No Bid	No Bid	No Bid	20% See Additional Info	No Bid
Multi-Language Books & Media Discount	No Bid	20%	No Bid	0%	No Bid	No Bid	0%
Electronic Resources - Ebooks Discount	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Electronic Resources - E-audiobooks Discount	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid
Electronic Resources - E-magazines Discount	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Database	No Bid	No Bid	No Bid	No Bid	No Bid	0%	No Bid
Processing & Cataloging Services Discount	No Bid	0% See Attachment 2	No Bid	No Bid	No Bid	See Additional Info	No Bid
Shipping Charges	No Bid	0% See Attachment 1	See Additional Info	10% of Order See Additional Info	See Additional Info	Free	10% of Order Subtotal
HUB Vendor Status:	No	No	No	N/A	No	N/A	N/A
TPASS:	No	No	No	N/A	No	Yes, Contract #715-M2	N/A

Description	New Reader's Press	Penguin Random	Penworthy Company	Perma-Bound	Quality Books	Rainbow Book Company
Adult Print Fiction & Nonfiction Including Large Print						
Hardcover Discount	No Bid	No Bid	No Bid	0% See Additional Info	0-12% Non-fiction titles: adult only	No Bid
Paperback Discount	20% See Additional Info	No Bid	No Bid	0% See Additional Info	0-12%	No Bid
Trade Discount	No Bid	25% Large Print Standing Orders	No Bid	0% See Additional Info	0-12%	No Bid
Mass Market Paperback Discount	No Bid	No Bid	No Bid	0% See Additional Info	N/A	No Bid
Library Binding Discount	No Bid	No Bid	No Bid	0% See Additional Info	0-12%	No Bid
Reinforced Binding Discount	No Bid	No Bid	No Bid	2% addtl. discount	0-12%	No Bid
Prebound Discount	No Bid	No Bid	No Bid	2% addtl. discount	N/A	No Bid
Board Books Discount	No Bid	No Bid	No Bid	0%	N/A	No Bid
Other Available Bindings (specify) Discount	No Bid	No Bid	No Bid	No Bid	N/A	No Bid
Children & Teen Print Fiction & Nonfiction						
Hardcover Discount	No Bid	No Bid	No Bid	0% See Additional Info	0-12%	25%
Paperback Discount	No Bid	No Bid	No Bid	0% See Additional Info	0-12%	0-10%
Trade Discount	No Bid	No Bid	No Bid	0% See Additional Info	0-12%	25%
Mass Market Paperbacks Discount	No Bid	No Bid	No Bid	0% See Additional Info	N/A	N/A
Library Binding Discount	No Bid	No Bid	0% See Additional Info	0% See Additional Info	10-38%	25%
Reinforced Binding Discount	No Bid	No Bid	No Bid	2% addtl. Discount	10-38%	25%
Prebound Discount	No Bid	No Bid	0% See Additional Info	2% addtl. Discount	N/A	25%
Board Books Discount	No Bid	No Bid	0% See Additional Info	0% See Additional Info	0-38%	10%
Other Available Bindings (specify) Discount	No Bid	No Bid	No Bid	No Bid	N/A	No Bid
Books w/Accompanying Media Discount (all levels)	20% See Additional Info	No Bid	No Bid	0%	0-38%	N/A
Graphic Novels Discount	20% See Additional Info	No Bid	No Bid	2% addtl. Discount	0-38%	25%
Standing Orders for Print Titles Discount (all levels)	No Bid	No Bid	No Bid	No Bid	0-38%	N/A
Books on CD Unabridged Discount (adult)	No Bid	25% Standing Orders	No Bid	0%	0-12%	N/A
Books on CD Unabridged Discount (children/teen)	No Bid	25% Standing Orders	No Bid	0%	0-38%	N/A
Kits - Mixed Media - all levels	No Bid	No Bid	No Bid	0%	N/A	N/A
DVDs - Entertainment/Fiction/Nonfiction/Documentary, etc Discount (adult)	No Bid	No Bid	No Bid	0%	0-12%	N/A
DVDs - Entertainment/Fiction/Nonfiction/Documentary, etc Discount (children/teen)	No Bid	No Bid	No Bid	0%	0-12%	N/A
Music CDs Discount (adult)	No Bid	No Bid	No Bid	No Bid	N/A	N/A

Description	New Reader's Press	Penguin Random	Penworthy Company	Perma-Bound	Quality Books	Rainbow Book Company
Music CDs Discount (children/teen)	No Bid	No Bid	No Bid	No Bid	N/A	N/A
Multi-Language Books & Media Discount	No Bid	No Bid	No Bid	0%	0-38%	25%
Electronic Resources - Ebooks Discount	No Bid	No Bid	No Bid	0%	N/A	25%
Electronic Resources - E-audiobooks Discount	No Bid	No Bid	No Bid	0%	N/A	25%
Electronic Resources - E-magazines Discount	No Bid	No Bid	No Bid	No Bid	N/A	N/A
Database	No Bid	No Bid	No Bid	0%	0%	Free
Processing & Cataloging Services Discount	No Bid	No Bid	0% See Additional Info	See Additional Info	0% See Additional Info	Free
Shipping Charges	No Bid	No Bid	No Bid	Free	5% of Merchandise Total	Free
HUB Vendor Status:	N/A	No	No	No	No	No
TPASS:	N/A	No	No	Yes, Contract #715-M2	No	No

Description	Recorded Books	Relevant dba Omnigraphics	Saddleback Educational	Scholastic	Sebcu Books	Textbook Warehouse
Adult Print Fiction & Nonfiction Including Large Print						
Hardcover Discount	No Bid	0%	No Bid	N/A	6%	37% Publisher List Price
Paperback Discount	No Bid	0%	20%	N/A	6%	37% Publisher List Price
Trade Discount	No Bid	0%	No Bid	N/A	6%	37% Publisher List Price
Mass Market Paperback Discount	No Bid	0%	No Bid	N/A	6%	37% Publisher List Price
Library Binding Discount	No Bid	0%	No Bid	N/A	6%	37% Publisher List Price
Reinforced Binding Discount	No Bid	N/A	No Bid	N/A	6%	37% Publisher List Price
Prebound Discount	No Bid	N/A	No Bid	N/A	6%	37% Publisher List Price
Board Books Discount	No Bid	N/A	No Bid	N/A	6%	37% Publisher List Price
Other Available Bindings (specify) Discount	No Bid	N/A	20% Audio's and CD's	No Bid	No Bid	37% Publisher List Price
Children & Teen Print Fiction & Nonfiction						
Hardcover Discount	No Bid	0%	No Bid	N/A	6%	37% Publisher List Price
Paperback Discount	No Bid	0%	20%	20% Off List Price (Children's Press)	6%	37% Publisher List Price
Trade Discount	No Bid	0%	No Bid	40% Off List Price (Selected Scholastic titles)	6%	37% Publisher List Price
Mass Market Paperbacks Discount	No Bid	0%	No Bid	N/A	6%	37% Publisher List Price
Library Binding Discount	No Bid	0%	No Bid	N/A	6%	37% Publisher List Price
Reinforced Binding Discount	No Bid	No Bid	No Bid	30% Off List Price (Children's Press, Franklin Watts)	6%	37% Publisher List Price
Prebound Discount	No Bid	No Bid	No Bid	N/A	6%	37% Publisher List Price
Board Books Discount	No Bid	No Bid	No Bid	30% Off List Price (Children's Press)	6%	37% Publisher List Price
Other Available Bindings (specify) Discount	No Bid	No Bid	20% Audio's and CD's	No Bid	No Bid	37% Publisher List Price
Books w/Accompanying Media Discount (all levels)	No Bid	0%	No Bid	N/A	6%	37% Publisher List Price
Graphic Novels Discount	No Bid	No Bid	20%	N/A	6%	37% Publisher List Price
Standing Orders for Print Titles Discount (all levels)	No Bid	10%	No Bid	35% Off List Price (Children's Press)	6%	37% Publisher List Price
Books on CD Unabridged Discount (adult)	30%-Recorded Books 10%-Distributed	No Bid	No Bid	N/A	6%	37% Publisher List Price
Books on CD Unabridged Discount (children/teen)	30%-Recorded Books 10%-Distributed	No Bid	No Bid	N/A	6%	37% Publisher List Price
Kits - Mixed Media - all levels	No Bid	No Bid	No Bid	N/A	6%	37% Publisher List Price
DVDs - Entertainment/Fiction/Nonfiction/ Documentary, etc Discount (adult)	No Bid	No Bid	No Bid	N/A	6%	No Bid
DVDs - Entertainment/Fiction/Nonfiction/ Documentary, etc Discount (children/teen)	No Bid	No Bid	No Bid	N/A	6%	No Bid
Music CDs Discount (adult)	No Bid	No Bid	No Bid	N/A	No Bid	37% Publisher List Price

Description	Recorded Books	Relevant dba Omnigraphics	Saddleback Educational	Scholastic	Sebco Books	Textbook Warehouse
Music CDs Discount (children/teen)	No Bid	No Bid	No Bid	N/A	No Bid	37% Publisher List Price
Multi-Language Books & Media Discount	No Bid	No Bid	No Bid	N/A	6%	37% Publisher List Price
Electronic Resources - Ebooks Discount	See Additional Info	No Bid	No Bid	N/A	6%	No Bid
Electronic Resources - E-audiobooks Discount	See Additional Info	No Bid	No Bid	N/A	6%	No Bid
Electronic Resources - E-magazines Discount	\$3000 Per Year Plus Cost of Content	No Bid	No Bid	N/A	N/A	No Bid
Database	No Bid	0%	No Bid	See additional Info	No Bid	No Bid
Processing & Cataloging Services Discount	No Bid	No Bid	No Bid	Free "Standard" Library Processing Requires No Data Manipulation	Free	No Processing Available
Shipping Charges	No Bid	Regular Orders: 7% Pre-Paid Orders: Free	12% With a Minimum of \$8.00	See additional Info	Free	Free
HUB Vendor Status:	No	No	No	No	No	No
TPASS:	No	No	No	No	No	Yes, Contract #715-M2

Description	Weston Woods	World Book
Adult Print Fiction & Nonfiction Including Large Print		
Hardcover Discount	No Bid	0% See Additional Info
Paperback Discount	No Bid	No Bid
Trade Discount	No Bid	No Bid
Mass Market Paperback Discount	No Bid	No Bid
Library Binding Discount	No Bid	No Bid
Reinforced Binding Discount	No Bid	No Bid
Prebound Discount	No Bid	No Bid
Board Books Discount	No Bid	No Bid
Other Available Bindings (specify) Discount	No Bid	No Bid
Children & Teen Print Fiction & Nonfiction		
Hardcover Discount	10%	0% See Additional Info
Paperback Discount	10%	No Bid
Trade Discount	No Bid	No Bid
Mass Market Paperbacks Discount	No Bid	No Bid
Library Binding Discount	No Bid	No Bid
Reinforced Binding Discount	No Bid	No Bid
Prebound Discount	No Bid	No Bid
Board Books Discount	No Bid	No Bid
Other Available Bindings (specify) Discount	No Bid	No Bid
Books w/Accompanying Media Discount (all levels)	10%	No Bid
Graphic Novels Discount	No Bid	0% Graphic, non-fiction
Standing Orders for Print Titles Discount (all levels)	No Bid	No Bid
Books on CD Unabridged Discount (adult)	No Bid	No Bid
Books on CD Unabridged Discount (children/teen)	10%	No Bid
Kits - Mixed Media - all levels	No Bid	No Bid
DVDs - Entertainment/Fiction/Nonfiction/Documentary, etc Discount (adult)	No Bid	No Bid
DVDs - Entertainment/Fiction/Nonfiction/Documentary, etc Discount (children/teen)	10%	No Bid
Music CDs Discount (adult)	No Bid	No Bid

Description	Weston Woods	World Book
Music CDs Discount (children/teen)	No Bid	No Bid
Multi-Language Books & Media Discount	10%	No Bid
Electronic Resources - Ebooks Discount	No Bid	See Additional Info
Electronic Resources - E-audiobooks Discount	No Bid	No Bid
Electronic Resources - E-magazines Discount	No Bid	No Bid
Database	No Bid	See Additional Info
Processing & Cataloging Services Discount	Orders over \$200: Free	See Additional Info
Shipping Charges	9% of order, \$6 minimum Orders over \$100: Free	Free
HUB Vendor Status:	N/A	No
TPASS:	Yes, Contract #715-M2	No

Library Books/CDs/DVDs/Music Discount

#16-026

Date: May 18, 2016

ADDITIONAL INFORMATION:

Applause Learning Resources:

Shipping Charges:

Orders up to \$50.00: \$7.95

Orders \$50.01 to \$100.00: \$8.95

Orders \$100.01 and over: 10%

We offer one "fair" price to all of our customers in our catalog, on our website, at conferences and in our warehouse.

AV Café:

Shipping Charges:

Orders 0-\$100 : \$7

Orders \$100-\$500 : 6%

Orders \$500-\$2,000 : 5%

Orders \$2,000-\$5,000 : 4%

Orders \$5,000-\$10,000 : 3%

Orders \$10,000+ : 2%

Baker & Taylor:

Other available bindings (B):

University Press Trade - 8.0%

Text/Technical/Reference/Small Press/Titles of Limited Demand - 0% or 8%

Imported English & Non-English Language Editions - 0%

Playway Audio Editions - 20.0%

Enhanced Service Program - 0.0% + \$6.50 per unit

Books with Accompanying Media - all levels:

Discounted based upon the material category associated with the book component of set

See attachment A & B for details

Graphic Novels:

May fall into any material category

Popular, new release editions are discounted per hardcover and paperback

Standing Orders for Print Titles - all levels:

May fall into any material category

Popular reading series, non-reference are discounted per hardcover and paperback

Kits - Mixed Media - all levels:

Discounted based upon the material category associated with the book component of set

See attachment A & B for details

ADDITIONAL INFORMATION:

Baker & Taylor:

Multi Language Books & Media - all levels

Discounted based upon the material category associated with the book component of set
See attachment A & B for details

Processing & Cataloging:

We are pleased to offer our Title Source website to the Library free of charge.
See attachment A-3 for pricing information.

Barnes & Noble Booksellers:

Delivery:

7-10 business days of receipt of the purchase order
\$0 for shipping unless expedited shipping is requested

Return Policy:

Returns are accepted within 14 days of the date that you received your order.
Books, DVDs and CDs (in their original, unopened, shrink-wrapped condition) with original receipt

Product Offering:

Books, eBooks, NOOK eReaders, NOOK Tablets, CD's, DVD's, Magazines, Textbooks, Educational Toys & Games, Café Consumables, Gift Product, Gift Cards

Website:

www.bn.com

Payment Terms:

Net 30-no additional discount for early payments.

Bearport Publishing:

Free library processing and shipping on all orders

Benchmark Education:

Shipping and Misc. Fees:

Add. 10% to subtotal of order for shipping and handling

Blackstone Audio Inc:

Books on CD Unabridged (all levels):

20% Discount is taken off of Retail Edition

Library Repackaging:

CDs are repackaged in sturdy snap-lock cases with original publisher full-color artwork for \$2.95 a unit.

Digital Processing:

Save your library time and money by taking advantage of Blackstone's basic digital processing.
Audiobooks will arrive fully ready for circulation, repackaged in sturdy snap-lock cases with full-color artwork.

Barcoding and fully customized labels are printed on packaging-no stickers needed!

ADDITIONAL INFORMATION:

Blackstone Audio Inc:

Our basic digital processing starts as low as \$4.95 per unit.

RFID tags, tattle tape and hub labels are also available for an additional fee.
Please visit Blackstone.library.com/processing for more details.

Free Shipping:

Receive free shipping for any order over \$300.

MARC Records:

Full OCLC MARCs including standard customization are available for any title for \$1.00 per record.

BMI Educational Services:

Catalog Pricing Reflects 20-30% off Publishers List Price

Processing & Cataloging Services: See attached pricing forms

Bound To Stay Bound:

See order form for additional processing options

Prebound (Children/Teen Print):

Hardcover

Discount applies to publisher list price in effect at time of shipment plus prebinding charge of \$8.03 per book

Firm through 6/30/20

Short discount titles are reduced by 10%

Deduct \$.39 from BTSB catalog price

When using our online catalog at www.BTSB.com, your actual discount will be shown

Graphic Novels - all levels:

Prebound

Discount applies to publisher list price in effect at time of shipment plus prebinding charge of \$8.03 per book

Firm through 6/30/20

Short discount titles are reduced by 10%

Deduct \$.39 from BTSB catalog price

Processing & Cataloging Services:

No charge for spine label & 1 barcode

Please see enclosed BTSB processing options for additional options

Brodart:

Hardcover, paperback and audio titles on which Brodart receives minimal or no discount

Publisher requires prepayment may be discounted at non-trade discount (12%) or invoiced at list price

See Attachments A & B for additional information on Brodart's products, services & pricing

Other Available Bindings:

ADDITIONAL INFORMATION:

Brodart:

Non-trade hardcover and paperback editions

Books with Accompanying Media - all levels:

Discounted by binds indicated

Graphic Novels - all levels:

Discounted by binds indicated

Kits - Mixed Media - all levels:

Discounted by binds indicated

Multi Language Books & Media - all levels:

Discounted by binds indicated

Cengage Learning:

Hosting fees apply to Gale Virtual Reference Library

Please contact Kathy Tran @ 800-877-4253 x 2278 for pricing bases on purchase.

See Cengage Learning Terms & Conditions for policies and agreements

See discount programs for the following:

Children & Teen Print Fiction & Nonfiction-
hardcover

paperback

trade

mass market paperbacks

library bindings

Standing order for print titles - all levels

Multi Language Books & Media - all levels

Electronic Resources:

E-books: see www.gale.com for titles discount applies

Database:

See www.gale.com for information and titles

Processing & Cataloging Services:

See Business Policies

Shipping & Misc. Fees:

See Business Policies

Center Point Large Print:

Bid for Hard Cover, Library Bound Large Print from Center Point

The library currently has a "Choice Option 48" which brings a 35% discount on titles they choose from our entire front & backlist.

ADDITIONAL INFORMATION:

Center Point Large Print:

Shipping:

Free shipping for standing orders or batches of 5 or more, including pre-orders

Standing orders: We pick the titles for a 40% discount

Four batches or less and we charge postage only, no handling fees.

Central Programs dba Gumdrop Books:

Please see attached price sheet.

Cerebellum:

Discounts apply to following titles only (proprietary products):

20% off all Cerebellum Catalog proprietary products including:

Standard Deviants

Standard Deviants School

Sunburst Visual Media

Teachers Media

Kelso's Choice

Teaching Systems

Light Speed

Just the Facts

Lesson Booster

Guidance Systems

Mazzarella

Professor Child

10% off all Schlessinger Media titles

Shipping:

Free Shipping on all orders over \$200

\$7.95 shipping for orders up to \$125.00

\$8.95 shipping for orders \$125.01 to \$199.99

www.Dvdsforschools.com

EBSCO:

Per Clarification Questions:

E-journals and magazines: 0-10%

Please refer to Pricing & Discount Sheet for more details.

Houghton Mifflin Harcourt:

Catalog prices already represent a discount off our list prices.

Houghton Mifflin Harcourt provides instructional materials, resources, and testing materials.

Please visit our online catalogs for complete listing

@ <http://forms.hmhco.com/virtual-catalog>

Ingram Library Services:

Prebound (Adult, Children, & Teen):

ADDITIONAL INFORMATION:

Ingram Library Services:

Perfection Learning and San Val Turtlebacks

Other Available Bindings (Adult, Children, & Teen):

See attached flyer

Database:

ipage online ordering tool/ipage reviews \$300 annually

Processing & Cataloging Services:

See attached flyer

Shipping & Misc. Fees:

See attached flyer

Junior Library Guild:

Catalogs & websites are pre-discounted up to 75% off the publisher's price.

Please see attached processing price schedule

Buy Board Contract #449-14

Kaplan Early Learning:

Kaplan Early Learning Company has contracts with TX Buyboard, TIPS/TAPS, and with over 100 school districts in Texas, as well as contracts with ESC Region Purchasing Cooperatives and Harris County Department of Education.

Response is based on the Children's Literature category of Kaplan's Early Childhood Edition catalog.

Lectorum Publications:

Discount of 20% = Lectorum Children's Catalog already reflects a 20% discount (net prices)

Shipping information:

Orders 0- \$99.99: \$10

Orders \$100-\$1,999.99: 10.5%

Orders \$2,000-\$4,999.99: 9.5%

Orders \$5,000+: no charge

Returns must be made within 30 days of receipt of shipment.

Books returned must be in unmarked, sealable condition.

We offer a 12 months warranty for our prebound titles only.

See attachment #1 and attachment #2 for more information.

Library Store:

Free shipping applies to orders over \$100 on in-stock items, excluding book trucks.

Freight is pre-paid and added to invoice for items shipping via truck line and/or factory direct.

See additional information in discount letter

Live Oak Media:

Shipping & Misc. Fees:

Under \$2000: Discount: 10% of Order Total

\$2000 or More: Free shipping

ADDITIONAL INFORMATION:

Mark My Words:

Hardcover & Board Books-All Levels:

0-40% Discount; Discount depends on item & quantity ordered

Standing Orders for Print Titles-All Levels:

0-40% Discount; Discount depends on item & quantity ordered

Shipping & Misc. Fees:

If Order Total Is Lower Than \$10,000: 3-10% Discount of Order Total

If Order Total Exceeds \$10,000: Free

We do not provide library cataloging.

We can provide reinforced bindings/ hardcover bound on request as an additional fee.

Midwest Tape:

Books on CD Unabridged (adult & children/teen):

Audiobooks sold at Retail Price but includes repackaged into case.

Music CDs (adult& children/teen):

0% off Universal Music Titles

Processing & Cataloging Services:

Services offered via price quote

Please refer to the attached Statement of Clarification in regards to Audiobook and Universal Music CD pricing.

<http://www.midwesttape.com>

New Reader's Press:

Adult Paperback, Books with Accompanying Media, & Graphic Novels:

Discount applies to product with 5+ pricing. See catalog.

Penworthy Company:

Penworthy's library bound book prices match the publisher's school/library net price, which generally reflects a 25% discount.

Please see attached pricing policies.

Cataloging:

Custom cataloging is available per your specifications.

Please see attached cataloging order form.

Penworthy provides quality children's' books with the highest level of personal service that makes buying children's' books the pleasure it ought to be.

Our selection includes Penworthy Prebound Books, Library bound books, board books, and puppets.

Perma-Bound:

Reinforced Binding & Prebound-All Levels:

ADDITIONAL INFORMATION:

Perma-Bound:

Additional 2% off pre-discounted catalog/website prices

Graphic Novels - All Levels:

Additional 2% discount off Perma-Bound bindings only

Processing & Cataloging Services:

See processing specifications flier

Prices in Perma-Bound catalogs and on our website are pre-discounted up to 30% off the publisher's list price of books.

Complete catalog on website: www.perma-bound.com

Local Perma-Bound Sales Representative:

Eric Neubauer, 321 Diamond Lane, Burleson, TX 76028

Phone: 817-673-2085 Email: ericneubauer@perma-bound.com

Books in Perma-Bound bindings are unconditionally guaranteed.

If you are ever dissatisfied with a Perma-Bound Book, we will replace it.

Toll-Free Customer Care Phone: 800-637-6581 ext. 102- Tracy Newingham

Quality Books:

Adult Hardcover & Paperback:

Non-fiction titles only available for adult materials

Children Hardcover:

Discount is dependent on Publisher

Children Paperback:

All discounts are off publisher's list price

Shipping & Misc. Fees:

5% of merchandise total for shipping

Rainbow Book Company:

Discounts:

% Off Publisher List Price

Catalog already reflects discount

Member Texas Buy Board:

Contract #449-14

Recorded Books:

E-Products pricing:

OneClickdigital - \$2,000 per year

Atomic Training - \$3,000 per year

Saddleback Educational:

Please contact us for all large orders or bulk quantity requests.

We will provide a quote for all applicable discounts.

ADDITIONAL INFORMATION:

Scholastic Library Publishing:

Paperback-Children/Teen:

Discount is off list price and applies to Children's Press

Trade -Children/Teen:

Discount is off list price and applies to select Scholastic titles

Reinforced Binding - Children/Teen:

Discount is off list price and applies to Children's Press/Franklin Watts

Board Books - Children/Teen:

Discount is off list price and applies to Children's Press

Standing Orders for Print Titles-all levels:

Discount is off list price and applies to Children's Press

Processing & Cataloging Service:

Requires no data manipulation

Free "standard" Library Processing

Database Pricing:

See Scholastic Library Publishing Digital Products Annual Subscriptions page

Shipping & Handling:

\$0.00-\$350.00: 5% charge

\$350.00 or more: Free

World Book:

Publisher's binding

Catalog prices reflect a varying discount off List for our School and Library customers.

An additional discount may be available for customers with an active subscription to World Book online databases.

Contact your local representative for Library-specific pricing for World Book eBooks & reference databases.

Processing & Cataloging:

See attached pricing

Shipping:

Standard shipping and handling are included at no additional charge.

World Book, Inc. is a sole source provider of reference, non-fiction, and curriculum resources for the library & classroom.

ADDITIONAL INFORMATION:

World Book:

Each year, World Book issues a new catalog, with prices that are valid for the period that runs from Sept. 1 of the current year through Aug. 31 of the following year.

Price list already reflects discount from publisher's list price.

Always consult the current catalog for accurate pricing and product availability.

A copy of our catalog for the 2015-2016 school year is enclosed, along with a copy of our Sole Source letter.



AGENDA MEMORANDUM

DATE: July 14, 2016

TO: Honorable Mayor and Members of the City Council

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

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

SUBJECT: Consideration and Approval of Proposed Ordinance amending the FY2015-2016 Budget to include additional appropriations in various funds

BACKGROUND/INFORMATION:

Section 102.010 of the Local Government Code allows the City Council to make changes in the Fiscal Year 2015-16 Budget for municipal purposes.

On occasion, it is necessary to amend the budget to appropriate additional funds for unexpected expenses or increased costs. The below listed additional appropriations are respectfully requested:

Fund	Amount	Description of appropriation request
General	\$78,000	City Hall furniture, biohazard cleanup and painting, TAZER program equipment, transfer funds to General Capital Projects for increase in sidewalk program.
General Capital	\$40,000	Sidewalk Program is addressing many sidewalk complaints. Additional funds are requested to complete needed repairs.
Internal Service	\$15,000	Replace A/C unit at Police Department that is no longer functioning.
Water & Sewer	\$400,000	Increase appropriations for wholesale wastewater costs paid to Ft. Worth due to inflow & infiltration issues in City.

Water and Sewer Capital Projects	\$ 15,000	Water & Sewer system repair costs are paid from this line item. It is anticipated more funds for clamps, parts, etc. will be needed for the remainder of the fiscal year.
Municipal Court Technology	\$ 10,500	In-Car computers for Marshal's Office and document scanners for Municipal Court

FINANCIAL IMPLICATIONS:

Additional appropriations of a total amount of \$558,500 in the FY2015-16 Budget for the above listed funds.

RECOMMENDATION/ACTION DESIRED:

Consideration and Approval of Proposed Ordinance amending the FY2015-2016 Budget to include additional appropriations for various funds.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

- 1) Letter from Mark Daniel, City Attorney
- 2) Ordinance Amending FY2015-16 Budget

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

July 15, 2016

Via Email

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

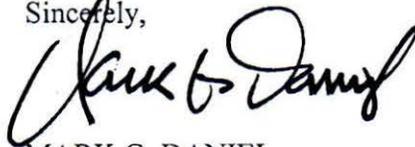
Re: Ordinance regarding 2015-2016 Fiscal Year Budget

Dear Ms. Gibson:

Pursuant to your request, I have reviewed the above referenced Ordinance by the City Council for the City of Watauga approving appropriations in the 2015-2016 Fiscal Year budget pursuant to Section 102.010 of the Local Government Code. I approve of this Ordinance and would recommend that the same be submitted to the Council for consideration at its next City Council meeting.

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

Sincerely,



MARK G. DANIEL
City Attorney for the City of Watauga

MGD/tp

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

ATTACHMENT 2

CITY OF WATAUGA, TEXAS
ORDINANCE NO. _____

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

WHEREAS, Section 102.010 of the Local Government Code allows the City Council of the City of Watauga to make changes in the Fiscal Year 2015-16 budget for municipal purposes; and

WHEREAS, after a full and final consideration, the City Council is of the opinion that the budget should be amended;

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

SECTION 1.

Additional budget appropriations be made to the following funds, in the following amounts:

General Fund (01)

\$38,000 to contingency account #01-020-74960 to provide for the additional amount of appropriations necessary for the City Hall lobby furniture, and repairs, and the TAZER program equipment, and \$40,000 to transfer account #01-999-77070 to transfer funds for capital projects sidewalk repairs, and

General Fund Capital Projects (07)

\$40,000 to account #07-090-85160 to provide for the additional amount of appropriations necessary for needed sidewalk repairs, and

Internal Service Fund (22)

\$15,000 to account #22-020-74960 to provide for the additional amount of appropriations necessary for replacement of an air conditioning unit at the Police Department facility, and.

Water and Sewer Fund (40)

\$400,000 to account #40-094-75060 for the additional amount of appropriations needed for wastewater costs, and

Water and Sewer Capital Projects Fund (45)

\$15,000 to account #45-020-85301 for costs associated with water and sewer system repairs, and

Municipal Court Technology (26)

\$10,500 to account #26-040-85170 for in-car computers and costs associated with document scanners.

SECTION 2.

The 2015-2016 City of Watauga Budget is hereby amended to reflect the appropriations listed above.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This ordinance shall become effective 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 of the City of Watauga, Texas and publication hereof as prescribed by law.

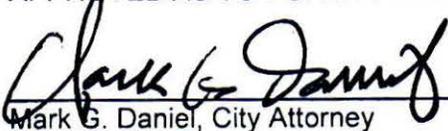
PASSED AND ADOPTED By the City Council of the City of Watauga, Texas this 25th day of July, 2016.

Hector F. Garcia, Mayor

ATTEST:

Zolaina Parker, City Secretary

APPROVED AS TO FORM AND LEGALITY:



Mark G. Daniel, City Attorney



AGENDA MEMORANDUM

DATE: July 14, 2016

TO: Honorable Mayor and Members of the City Council

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

THROUGH: Greg Vick, City Manager *GV*

SUBJECT: Consideration and Approval of Proposed Resolution Authorizing and Approving the Publication of Notice of Intention to Issue Certificates of Obligation in an amount not to exceed \$6,000,000

BACKGROUND/INFORMATION:

During the July 7th Council Budget Workshop, staff presented a debt option that allows for approximately \$6,000,000 in Certificates of Obligations to provide funding for park projects, street projects, and possible parking improvements at the City's Recreation Center and Indian Springs Park. The Certificates of Obligation will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and additionally from a pledge of and lien on certain revenues derived from the operation of the City's utility system.

Staff has considered many conditions, which make such an issuance possible at this time. The first is the need to perform the above listed projects as discussed with Council at the July 7th meeting. The issuance is desirable if Council wishes to proceed with these projects before the next planned drop off in debt service in 2018. Secondly, the City is heading into Fiscal Year 2016-17 and is experiencing an increase in property tax valuations that allows for the City the option of increasing the debt portion of the tax rate to cover new obligations without increasing the current tax rate of \$0.618718/100 of valuation.

The attached resolution is for the City Council to authorize and approve publication of the Notice of Intention to issue Certificates of Obligation in accordance with the Security and Exchange Commission Rule 15c2-12. This publication would be to give notice of the Intention to Issue Certificates of Obligation at the August 29th Watauga City Council Meeting.

FINANCIAL IMPLICATIONS:

Nominal advertising costs for this publication

RECOMMENDATION/ACTION DESIRED:

Consideration and Approval of Proposed Resolution Authorizing and Approving the Publication of Notice of Intention to Issue Certificates of Obligation in an amount not to exceed \$6,000,000.

Motion Format:

I move that the City Council adopt a Notice of Intention Resolution authorizing the publication of the Notice of Intention Resolution

ATTACHMENTS/SUPPORTING DOCUMENTATION:

- 1) Letter from Mark Daniel, City Attorney
- 2) Resolution Authorizing and Approving Publication of Notice of Intention to Issue Certificates of Obligation in an amount not to exceed \$6,000,000
- 3) Timetable for Certificate of Obligation process

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

July 15, 2016

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

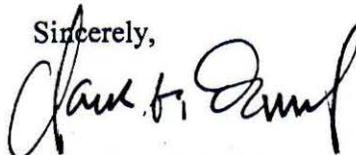
Re: Resolution re Issuance of Certificates of Obligation

Dear Ms. Gibson:

Per your request, I have reviewed the Resolution by the City of Watauga authorizing and approving publication of notice of intention to issue certificates of obligation and complying with the requirements contained in Securities and Exchange Commission Rule 15c2-12. I approve of the Resolution and would recommend that this be included on the next City Council meeting agenda for consideration and approval.

Thank you for your attention to the above and the opportunity to be of assistance. Please do not hesitate to contact my office should you have any questions or need anything further.

Sincerely,



MARK G. DANIEL

MGD:tp

cc: Mayor Hector Garcia
Mr. Greg Vick
Ms. Zolaina Reyes

Attachment 2

CITY OF WATAUGA, TEXAS

RESOLUTION No: _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AUTHORIZING AND APPROVING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; COMPLYING WITH THE REQUIREMENTS CONTAINED IN SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council (the *City Council*) of the City of Watauga, Texas (the *City*) has determined that it is advisable and necessary to issue and sell one or more series of certificates of obligation (the *Certificates*) in an amount not to exceed \$6,000,000, as provided pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through Section 271.064, for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage incidental thereto; (2) constructing, repairing acquiring, purchasing, renovating, equipping, and improving various existing municipal facilities; (3) constructing, acquiring, purchasing, renovating, equipping, and improving the City's parks and recreational facilities, including the construction of a splash pad and constructing various park trails; (4) constructing parking improvements to the City's Recreational Center and Indian Springs Park; (5) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (6) the payment of professional and employee services related to the design, construction, project management, inspection, consultant services, and financing of the aforementioned projects; and

WHEREAS, prior to the offering, sale, and issuance of the Certificates, the appropriate officials of the City must review and approve the distribution of a "deemed final" preliminary official statement (the *Official Statement*) in order to comply with the requirements contained in 17 C.F.R. §240.15c2-12 (the *Securities and Exchange Commission Rule*); and

WHEREAS, based upon their review of the Official Statement, the appropriate officials of the City must find to the best of their knowledge and belief, after reasonable investigation, that the representations of facts pertaining to the City contained in the Official Statement are true and correct and that, except as disclosed in the Official Statement, there are no facts pertaining to the City that would adversely affect the issuance of the Certificates or the City's ability to pay the debt service requirements on the Certificates when due; and

WHEREAS, the City Council will comply with the requirements contained in the Securities and Exchange Commission Rule concerning the creation of a contractual obligation between the City and the proposed purchaser(s) of the Certificates (the *Purchasers*) to provide the Purchasers with an Official Statement in a time and manner that will enable the Purchasers to comply with the distribution requirements and continuing disclosure requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, the City Council authorizes the Mayor, City Manager, City Secretary, and the City Attorney, as appropriate, or their designees, to review, approve, and execute any document or certificate in order to allow the City to comply with the requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, prior to the issuance of the Certificates, the City Council is required to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City, such notice stating (i) the time and place the City Council tentatively proposes to pass the ordinance authorizing the issuance of the Certificates, (ii) the maximum amount proposed to be issued, (iii) the purposes for which the Certificates are to be issued, (iv) and the manner in which the City Council proposes to pay the Certificates; and

WHEREAS, the City Council hereby finds and determines that such documents pertaining to the sale of the Certificates should be approved, and the City should proceed with the giving of notice of intention to issue the Certificates in the time, form, and manner provided by law; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the City; now, therefore,

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

SECTION 1. The City Secretary is hereby authorized and directed to cause notice to be published of the City Council's intention to issue the Certificates in an amount not to exceed \$6,000,000 for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage incidental thereto; (2) constructing, repairing, acquiring, purchasing, renovating, equipping, and improving various existing municipal facilities; (3) constructing, acquiring, purchasing, renovating, equipping, and improving the City's parks and recreational facilities, including the construction of a splash pad and constructing various park trails; (4) constructing parking improvements to the City's Recreational Center and Indian Springs Park; (5) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (6) the payment of professional and employee services related to the design, construction, project management, inspection, consultant services, and financing of the aforementioned projects. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and additionally from a pledge of and lien on certain revenues derived from the operation of the City's utility system. The notice hereby approved and authorized to be published shall read substantially in the form and content of Exhibit A attached hereto, which notice is incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 2. The City Secretary shall cause the notice described in Section 1 to be published in a newspaper of general circulation in the City, once a week for two consecutive

weeks, the date of the first publication shall be at least thirty (30) days prior to the date stated therein for passage of the ordinance authorizing the issuance of the Certificates.

SECTION 3. The Mayor, City Manager, City Secretary, and the City Attorney, as appropriate, or their designees, are authorized to review and approve the Official Statement pertaining to the offering, sale, and issuance of the Certificates and to execute any document or certificate in order to comply with the requirements contained in the Securities and Exchange Commission Rule.

SECTION 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 5. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 9. This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

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PASSED AND APPROVED, this the 25th day of July, 2016.

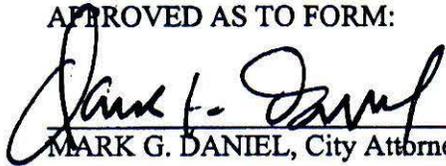
CITY OF WATAUGA, TEXAS

Mayor

ATTEST:

ZOLAINA R. PARKER City Secretary

APPROVED AS TO FORM:



MARK G. DANIEL, City Attorney

(CITY SEAL)

Exhibit A

**NOTICE OF INTENTION TO ISSUE
CITY OF WATAUGA, TEXAS
CERTIFICATES OF OBLIGATION**

NOTICE IS HEREBY GIVEN that the City Council of the City of Watauga, Texas will convene at its regular meeting place in the City Hall in Watauga, Texas, at 6:30 o'clock P.M., Watauga, Texas time on August 29, 2016, and, during such meeting, the City Council will consider the passage of an ordinance or ordinances and take such other actions as may be deemed necessary to authorize the issuance of one or more series of certificates of obligation in an aggregate principal amount not to exceed \$6,000,000 for the purpose or purposes of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage incidental thereto; (2) constructing, repairing acquiring, purchasing, renovating, equipping, and improving various existing municipal facilities; (3) constructing, acquiring, purchasing, renovating, equipping, and improving the City's parks and recreational facilities, including the construction of a splash pad and constructing various park trails; (4) constructing parking improvements to the City's Recreational Center and Indian Springs Park; (5) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (6) the payment of professional and employee services related to the design, construction, project management, inspection, consultant services, and financing of the aforementioned projects. The certificates of obligation (the *Certificates*) will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and from a lien on and pledge of certain revenues derived by the City from the operation of the City's utility system. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, Chapter 1502, as amended, Texas Government Code, and the City's Home Rule Charter.

/s/ Zolaina Parker
City Secretary,
City of Watauga, Texas

Attachment 3

\$6,000,000*
CITY OF WATAUGA, TEXAS (THE "CITY")
COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2016 (THE "OBLIGATIONS")

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6						1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
31																				

Monday, July 11, 2016	Request for Information ("RFI") to the City SAMCO Capital Markets, Inc. ("SAMCO") begins work on offering documents
Monday, July 18, 2016	The City returns the RFI to SAMCO
Monday, July 25, 2016	The City Council meets to authorize the Notice of Intention ("NOI") to issue the Obligations
Tuesday, July 26, 2016	First draft of Notice of Sale ("NOS") and the Preliminary Official Statement ("POS") sent to bond counsel for review and comments
Thursday, July 28, 2016	First publication of the NOI
Tuesday, August 2, 2016	Comments on first draft of NOS and POS due
Thursday, August 4, 2016	Second publication of the NOI Second draft of NOS and POS sent to bond counsel, city officials, and rating agency for review
Week of August 8, 2016	Conference call with Rating Agency
Tuesday, August 9, 2016	Comments on second draft of NOS and POS due
Monday, August 15, 2016	Post NOS and POS to the Municipal Advisory Council of Texas ("MAC")
Friday, August 19, 2016	Bond Rating due
Monday, August 22, 2016	Post NOS and POS to SAMCO website and email link to distribution list
Monday, August 29, 2016	Bids received at 11:00 a.m. Central Time City Council meets to adopt an ordinance authorizing the issuance of the Obligations.
Wednesday, September 28, 2016	Obligations Closing; funds wired to the City's Depository

** Preliminary, Subject to Change*

SAMCO CAPITAL MARKETS, INC.