

CITY OF LAKE WORTH

CITY COUNCIL MEETING AGENDA

**3805 ADAM GRUBB
LAKE WORTH, TEXAS 76135
TUESDAY, JANUARY 8, 2019**

REGULAR MEETING: 6:30 P.M.

Held in the City Council Chambers

A. CALL TO ORDER

A.1 INVOCATION AND PLEDGE OF ALLEGIANCE

A.2 ROLL CALL

A.3 SPECIAL PRESENTATION (S) AND RECOGNITION(S)

No items for this category.

A.4 CITIZENS PRESENTATION / VISITOR COMMENTS

The City Council is always pleased to have citizens attend its meetings and welcomes comments during the Citizen/Visitor Comments section of the meeting; however, pursuant to the Texas Open Meetings Act, Council cannot deliberate or vote on issues not posted on the agenda. Therefore, those types of items must be posted 72 hours prior to the City Council meeting. If it is not posted, no deliberation between Council members may occur; Council may only respond with specific factual information or recite existing policy. With the exception of public hearing items, at all other times during the Council meetings, the audience is not permitted to enter into discussion or debate on matters being considered by Council. Negative or disparaging remarks about City personnel will not be tolerated. Speakers are requested to sign up with the City Secretary prior to the presiding officer calling the meeting to order. Comments will be limited to three (3) minutes per speaker.

A.5 REMOVAL OF ITEM(S) FROM CONSENT AGENDA

B. CONSIDER APPROVAL OF CONSENT AGENDA ITEMS

B.1 [Approve minutes of the December 11, 2018 Special Joint meeting and Regular City Council meeting.](#)

B.2 [Approve Finance Reports for the month of December 2018.](#)

C. PUBLIC HEARINGS

No items for this category.

D. PLANNING AND DEVELOPMENT

No items for this category.

E. PUBLIC WORKS

- E.1 [Discuss and consider awarding a bid to Wilson Contractor Services, LLC for the Lake Worth 18-inch Force Main Project and authorize the City Manager to execute the contract.](#)
- E.2 [Discuss and consider the purchase of cement slurry with Martin Marietta Materials, Inc., in an amount not to exceed \\$21,965.](#)
- E.3 [Discuss and consider approval of the asphalt milling for Azle Avenue, between Boat Club Road, and SH 199, utilizing TexOp Construction, LP, in an amount not to exceed \\$29,095.](#)
- E.4 [Discuss and consider approval of the purchase of asphalt road surfacing products for FY 2018/2019 in an amount not to exceed \\$20,000 for general street repairs, utilizing the Tarrant County cooperative purchasing agreement.](#)

F. GENERAL ITEMS

- F.1 [Discuss and consider a Interlocal Agreement with Town of Lakeside for Animal Control services and authorize the City Manager to execute the agreement.](#)
- F.2 [Discuss and consider Resolution No. 2019-01, appointing Kelli Stuard to Place 5 of the Animal Shelter Advisory Committee, with the term expiring October 1, 2021.](#)
- F.3 [Discuss and consider award of bid to Southlake Leasing & Management \(Regent Services\) for janitorial service for the City of lake Worth and authorize the City Manager to execute the contract.](#)
- F.4 [Discuss and consider Ordinance No. 1132 amending the FY 2018-2019 budget for General and Water/Sewer Funds.](#)

G. MAYOR AND COUNCIL ITEM(S)

- G.1 Update on Tarrant County Mayor's Council by Mayor Bowen

H. EXECUTIVE SESSION

The City Council may enter into closed Executive Session as authorized by Chapter 551, Texas Government Code. Executive Session may be held at the

end of the Regular Session or at any time during the meeting that a need arises for the City Council to seek advice from the city attorney (551.071) as to the posted subject matter of this City Council meeting.

The City Council may confer privately with its attorney to seek legal advice on any matter listed on the agenda or on any matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Texas Government Code.

I. EXECUTIVE SESSION ITEMS – CITY COUNCIL MAY TAKE ACTION ON ANY ITEMS DISCUSSED IN EXECUTIVE SESSION LISTED ON THE AGENDA.

J. ADJOURNMENT

All items on the agenda are for discussion and/or action.

Certification

I do hereby certify that the above notice of the meeting of the Lake Worth City Council was posted on the bulletin board of City Hall, 3805 Adam Grubb, City of Lake Worth Texas in compliance with Chapter 551, Texas Government Code on Friday, January 4, 2019 at 3:00 p.m.

City Secretary

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) 237-1211 ext. 105 for further information.

Lake Worth City Council Meeting – January 8, 2019

Agenda Item No. B.1

FROM: Monica Solko, City Secretary

ITEM: Approve the minutes of the December 11, 2018 Special Joint Meeting and Regular City Council.

SUMMARY:

The minutes are listed on the consent agenda and approved by majority vote of Council at the City Council meetings.

The City Secretary's Office prepares action minutes for each City Council meeting. The minutes for the previous meeting are placed on the consent agenda for review and approval by the City Council, which contributes to a time efficient meeting. Upon approval of the minutes, an electronic copy will be uploaded to the City's website.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. December 11, 2018 Special Joint meeting minutes
2. December 11, 2018 Regular City Council minutes

RECOMMENDED MOTION OR ACTION:

Approve minutes of the December 11, 2018 Special Joint meeting and Regular City Council meeting.

**MINUTES OF THE SPECIAL JOINT MEETING
OF THE CITY COUNCIL, PLANNING & ZONING COMMISSION, BOARD OF
ADJUSTMENT AND ANIMAL SHELTER ADVISORY COMMITTEE
OF THE CITY OF LAKE WORTH, TEXAS
HELD IN CITY HALL, COUNCIL CHAMBERS, 3805 ADAM GRUBB
TUESDAY, DECEMBER 11, 2018**

SPECIAL JOINT MEETING: 5:30 PM

A. CALL TO ORDER.

Mayor Walter Bowen called the Special Joint meeting to order at 5:30 p.m.

A.1 ROLL CALL.

Present:	Walter Bowen	Mayor
	Clint Narmore	Mayor Pro Tem, Place 7
	Jim Smith	Council, Place 1
	Geoffrey White	Council, Place 2
	Sue Wenger	Council, Place 3
	Ronny Parsley	Council, Place 4
	Pat O. Hill	Council, Place 5
	Gary Stuard	Council, Place 6
	Barry Barber	ASAC, Place 1
	Felicia Bratcher,	ASAC, Place 2
	Dr. Rosemary Lindsey	ASAC, Place 3
	Cessa White	ASAC, Place 5
	Wilson Daggs, Jr.	BOA, Place 1
	Tana Wharton	BOA, Place 2 <i>arrived at 5:54 p.m.</i>
	Robb Welch	BOA, Place 3 <i>arrived at 5:36 p.m.</i>
	Sherrie Kubala Watkins	P&Z Commission, Place 2 <i>arrived at 5:33 p.m.</i>
	Jeannie Turley	P&Z Commission, Place 3
	Patty Biggers	P&Z Commission, Place 4
	Troy Jones	P&Z Commission, Place 5
	Dianne Smith	P&Z Commission, Place 6
Staff:	Stacey Almond	City Manager
	Debbie Whitley	Assistant City Manager/Finance Director
	Drew Larkin	City Attorney
	Monica Solko	City Secretary

B. EXECUTIVE SESSION

**B.1 PURSUANT TO SECTION 551.071: CONSULTATION WITH CITY ATTORNEY
TO SEEK ADVICE AND CONDUCT TRAINING OF THE PUBLIC INFORMATION
ACT AND OPEN MEETINGS ACT WITH THE CITY COUNCIL, PLANNING AND**

**ZONING COMMISSION, BOARD OF ADJUSTMENT AND ANIMAL SHELTER
ADVISORY COMMITTEE.**

City Attorney Drew Larkin announced that due to a lack of quorum from the Boards and Commissions the training would be held in an open meeting forum instead of Executive Session. Mr. Larkin presented a PowerPoint presentation on the importance of the Open Meetings Act and the Public Information Act along with specific scenarios and how to handle each.

**C. EXECUTIVE SESSION ITEMS – CITY COUNCIL MAY TAKE ACTION ON ANY
ITEMS DISCUSSED IN EXECUTIVE SESSION LISTED ON THE AGENDA.**

No action required.

K. ADJOURNMENT

Mayor Walter Bowen adjourned the meeting at 6:12 p.m.

APPROVED

By: _____
Walter Bowen, Mayor

ATTEST:

Monica Solko, City Secretary

**MINUTES OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS
HELD IN CITY HALL, COUNCIL CHAMBERS, 3805 ADAM GRUBB
TUESDAY, DECEMBER 11, 2018**

REGULAR MEETING: 6:30 PM

A. CALL TO ORDER.

Mayor Walter Bowen called the Council meeting to order at 6:30 p.m.

A.1 INVOCATION AND PLEDGE OF ALLEGIANCE.

Pastor Zac Hatton with Lake Worth Baptist Church gave the invocation. Attendees recited the pledge of allegiance.

A.2 ROLL CALL.

Present:	Walter Bowen	Mayor
	Clint Narmore	Mayor Pro Tem, Place 7
	Jim Smith	Council, Place 1
	Geoffrey White	Council, Place 2
	Sue Wenger	Council, Place 3
	Ronny Parsley	Council, Place 4
	Pat O. Hill	Council, Place 5
	Gary Stuard	Council, Place 6
Staff:	Stacey Almond	City Manager
	Debbie Whitley	Assistant City Manager/Finance Director
	Drew Larkin	City Attorney
	Monica Solko	City Secretary
	Mike Christenson	Fire Chief
	Corry Blount	Police Chief
	Sean Densmore	Public Works Director
	Barry Barber	Planning and Development Director
	Danielle Hackbusch	Human Resources Coordinator
	Kelly McDonald	Purchasing Coordinator

A.3 SPECIAL PRESENTATION(S) AND RECOGNITION(S):

A.3.1 WELCOME AND INTRODUCTION – PUBLIC OFFICIAL, PUBLIC EMPLOYEE OR CITIZEN.

Police Chief Blount presented a certificate of appreciation to intern Paulina Quintana for her contributions to the Police Department. Fire Chief Christenson presented a welcome certificate to newly hired Fire Division Chief Ryan Arthur.

A.4 CITIZEN PRESENTATION / VISITOR COMMENTS

Julie Sourjohn, 6324 Canyon Trail came forward to read a letter from her next-door neighbor Shelley and Robert Majors. The letter raised two concerns, neighborhood speeding and theft. They would like to see more law enforcement in the neighborhood and are requesting speed bumps.

Mayor Bowen requested that staff look into the concerns. Police Chief Blount stated that the Police Department recently purchased a radar trailer that could give stats on traffic counts and speed. They are working on the format of the data and security of the device but would soon be able to use the trailer for such instances.

Mr. Nick Griffin, 6329 Canyon Trail, Lake Worth, Texas came forward with concerns regarding the dissolution and funds of the Economic Development Corporation, promotion of Lake Worth businesses, and chamber funding.

City Attorney Drew Larkin stated he would discuss the issues with Mr. Griffin following the meeting.

A.5 REMOVAL OF CONSENT AGENDA

No items were removed from the consent agenda.

B. CONSIDER APPROVAL OF CONSENT AGENDA ITEMS APPROVED

B.1 APPROVE MINUTES OF THE NOVEMBER 13, 2018 CITY COUNCIL MEETING.

B.2 APPROVE FINANCE REPORTS FOR THE MONTH OF NOVEMBER 2018.

A MOTION WAS MADE BY COUNCIL MEMBER WENGER, SECONDED BY COUNCIL MEMBER STUARD TO APPROVE THE CONSENT AGENDA.

MOTION TO APPROVE CARRIED 7-0.

C. PUBLIC HEARINGS

No items for this category.

D. PLANNING AND DEVELOPMENT

No items for this category.

E. PUBLIC WORKS

E.1 DISCUSS AND CONSIDER APPROVAL OF AN INTERLOCAL AGREEMENT (CO#129029) WITH TARRANT COUNTY FOR FY 2018-2019 RECONSTRUCTION AND ASPHALT OVERLAY PROJECTS AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAME.

APPROVED

Purchasing Coordinator Kelly McDonald summarized the item. Council is being asked to approve an interlocal agreement with Tarrant County. Annually, Tarrant Council provides labor and equipment for the reconstruction and/or asphalt overlay of predetermined public streets. The City submitted a letter of interest to Precinct #4 County Commissioner J.D. Johnson listing all streets that the City approved through the 2019 budgetary process.

The proposed streets are as follows:

- 4200 – 4700 William Springs Road (62,384 sq. Ft.) – Reconstruct and Asphalt Overlay
 - Reclaiming to a depth of 2"
 - Cement Stabilization
 - Apply 2" of Type D, hot mix asphaltic concrete pavement surface
- Azle Avenue (West Bound Lanes) (81,810 sq. Ft.) - Asphalt Overlay
 - Mill existing asphalt to a depth of 4"
 - Apply 2" of Type D, hot mix asphaltic concrete pavement surface
- Roberts Cut Off, Fewell Drive, and 4300-4500 Lakeview Drive
 - Apply 2" of Type D, hot mix asphaltic concrete pavement surface

The City will be responsible for furnishing all materials, a site for dumping waste, traffic control, temporary driving markings, a storm water prevention plan, plan specification and engineering drawings, if needed.

A MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY COUNCIL MEMBER WHITE TO APPROVE ITEM E.1 AS PRESENTED.

MOTION TO APPROVE CARRIED 7-0.

E.2 DISCUSS AND CONSIDER THE PURCHASE OF ASPHALT FROM REYNOLDS ASPHALT FOR THE FY 2018-2019 STREET MAINTENANCE PROJECTS WITH TARRANT COUNTY IN THE AMOUNT NOT TO EXCEED \$301,024.

APPROVED

Public Works Director Sean Densmore summarized the item. Per the Interlocal Agreement with Tarrant County (CO#129029, item E.1), Lake Worth is responsible for covering the cost of all materials used pertaining to the submitted street projects. The

agreement also allows the City to receive Tarrant County pricing from their preferred vendors. Reynolds Asphalt is the preferred vendor for Type D Hot Mix for Tarrant County.

Street work to be performed by square footage and estimated asphalt tonnage.

- 4200 - 4700 William Springs Rd – 2,228 x 28 (62,384 sq.ft.)
- 6100 - 6700 Azle Ave (Outside/West bound lane) 4,545 x 18 (81,810 sq.ft.)
- 4300 - 4500 Lakeview Dr – 1,000 x 24 (24,000 sqft)
- 4200 Fewell Dr – 439 x 20 (8,780 sqft)
- 3600 - 3000 Roberts Cut-Off – 2279 x 34 (77,486 sqft)

City Manager Stacey Almond stated that the asphalt being purchased was for Tarrant County projects only.

A MOTION WAS MADE BY COUNCIL MEMBER STUARD, SECONDED BY MAYOR PRO TEM NARMORE TO APPROVE THE PURCHASE OF ASPHALT FROM REYNOLDS ASPHALT FOR THE FY 2018-2019 STREET MAINTENANCE PROJECTS WITH TARRANT COUNTY IN THE AMOUNT NOT TO EXCEED \$301,024.

MOTION TO APPROVE CARRIED 7-0.

F. GENERAL ITEMS

F.1 DISCUSS AND CONSIDER THE UPDATED 201-2019 CITY OF LAKE WORTH ORGANIZATIONAL CHART.

APPROVED

City Manager Stacey Almond presented the item. Staff is recommending a reorganization in the Library and Community Services Department. A recent vacancy allows for the opportunity to propose the following two (2) options for consideration.

Option 1 – Change the Community Activities Coordinator to Community Activities Assistant and combine the Part-time Library Aide and the Part-time Senior Center Aide to one Full-time Library/Senior Center Aide.

- a. Staff believes this is a necessary change to the organizational chart. The current Community Activities Coordinator position needs to be revised to meet the current needs of the organization. Staff feels making this an assistant level position is appropriate and will still maintain an excellent level of service.
- b. Staff believes combining the two (2) part-time positions in to one (1) full-time position will provide greater efficiency for both the Library and Senior Center. This modification would provide an additional 300 hours of coverage annually to the Community Services Department.

Option 2 - Change the Community Activities Coordinator to Community Activities Assistant.

- a. Staff believes this is a necessary change to the organizational chart. The current Community Activities Coordinator position needs to be revised to meet

- the current needs of the organization. Staff feels making this an assistant level position is appropriate and will still maintain an excellent level of service.
- b. This option provides for no changes to the current part-time positions at both the Library and the Senior Center.

A MOTION WAS MADE BY COUNCIL MEMBER WENGER, SECONDED BY COUNCIL MEMBER WHITE TO APPROVE THE UPDATED FY 2018-2019 ORGANIZATIONAL CHART AS PRESENTED WITH OPTION 1.

MOTION TO APPROVE CARRIED 7-0.

**F.2 DISCUSS AND RESOLUTION NO. 2018-34, REVISING JOB DESCRIPTIONS TO COMMUNITY ACTIVITIES COORDINATOR, PART-TIME (PT) SENIOR CENTER AID, AND PT LIBRARY AIDE
APPROVED**

Human Resources Coordinator Danielle Hackbusch summarized the item. Council is being asked to approve the following job description changes:

<u>Current Title</u>	<u>New Title</u>
Community Activities Coordinator	Community Activities Assistant
<u>Current Title</u>	<u>New Description (combined into one)</u>
PT Library Aide	FT Library/Senior Center Aide
PT Senior Aide	

The revised job descriptions will go into effect on December 17, 2018.

A MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY COUNCIL MEMBER STUARD TO APPROVE INSURANCE AS RECOMMENDED AND PRESENTED.

MOTION TO APPROVE CARRIED 7-0.

**F.3 DISCUSS AND CONSIDER AMENDING PAY PLAN B – NON-EXEMPT EMPLOYEES EFFECTIVE DECEMBER 17, 2018 TO REFLECT STAFF REORGANIZATION AT THE LIBRARY AND SENIOR CENTER
APPROVED**

Assistant City Manager/Finance Director Debbie Whitely summarized the item. Council is being asked to approve the amended Pay Plan B – Non-Exempt Employees to reflect the approved changes related to staff reorganization at the Library and Senior Center. The pay plan has been updated to reflect Option 1 as presented in Agenda Item F.1. If Option 2 is approved, the only change would be to eliminate the Community Activities Coordinator in Pay Grade 20 and to add Community Activities Assistant in Pay Grade 10.

CITY OF LAKE WORTH
EMPLOYEE PAY SCALE
PAY PLAN B - NON-EXEMPT EMPLOYEES
Effective October 1, 2018

Pay Grade	FLSA Status	Job Title	Pay Frequency	Minimum	Maximum
1	N	Administrative Assistant/Fire Dept	Hourly	\$10.06	\$14.21
1	N	Animal Control Officer			
1	N	Library Aide			
1	N	Municipal Court Clerk			
1	N	Senior Center Aide (eliminate)			
1	N	Senior Center Aide (As needed)	Hourly	\$10.06	\$10.06
All grade 1 are Part-time positions					
5	N	Building Maintenance Worker	Annual	\$29,818.00	\$38,750.00
5	N	Library Aide	Monthly	2,484.83	3,229.17
5	N	Mechanic I	Pay Period	1,146.85	1,490.38
5	N	Park Maintenance Worker I	Hourly	14.34	18.63
5	N	Street Maintenance Worker I			
5	N	Water/Sewer Tech I			
5	N	Library/Sr. Center Aide (new)			
10	N	Mechanic II	Annual	\$33,000.00	\$44,700.00
10	N	Park Maintenance Worker II	Monthly	2,750.00	3,725.00
10	N	Street Maintenance Worker II	Pay Period	1,269.23	1,719.23
10	N	Water/Sewer Tech II	Hourly	15.87	21.49
10	N	Community Activities Assistant (new)			
15	N	Accounts Payable Clerk	Annual	\$34,248.00	\$45,712.00
15	N	Animal Control Officer	Monthly	2,854.00	3,809.33
15	N	Code Compliance Officer	Pay Period	1,317.23	1,758.15
15	N	Customer Service Clerk	Hourly	16.47	21.98
15	N	Help Desk Technician			
15	N	Municipal Court Clerk			
15	N	Permit Clerk			
15	N	Utility Billing Clerk			
15	N	Public Works Administrative Assistant			
20	N	Community Activities Coord (eliminate)	Annual	\$39,332.80	\$53,886.00
20	N	Crew Leader-Maintenance	Monthly	3,277.73	4,490.50
20	N	Crew Leader-Parks	Pay Period	1,512.80	2,072.54
20	N	Crew Leader-Street	Hourly	18.91	25.91

20	N	Crew Leader-Water			
25	N	Building Inspector	Annual	\$46,825.00	\$64,150.00
25	N	Planning & Zoning Administrator	Monthly	3,902.08	5,345.83
			Pay Period	1,800.96	2,467.31
			Hourly	22.51	30.84
30	N	Staff Accountant	Annual	\$48,068.80	\$65,852.80
			Monthly	4,005.73	5,487.73
			Pay Period	1,848.80	2,532.80
			Hourly	23.11	31.66

A MOTION WAS MADE BY COUNCIL MEMBER STUARD, SECONDED BY COUNCIL MEMBER PARSLEY, TO APPROVE AGENDA ITEM F.3 AS PRESENTED WITH OPTION 1

MOTION TO APPROVE CARRIED 7-0.

F.4 DISCUSS THE CHARTER REVIEW COMMISSION (CRC) RECOMMENDATION LETTER.

City Manager Stacey Almond presented the final report from the Charter Review Commission.

The following is a summary of substantive changes which the Charter Review Commission recommends that City Council consider for placing on the ballot for consideration by the qualified voters:

- **Section 1.05** – Delete the platting rules and regulations as these are dictated by state law.
- **Section 2.01** - Amend to clarify the powers of the Charter, powers of local-self-government, and all powers enumerated in Chapter 13, Title 28, Article 1175 of the Revised Civil Statutes of the State of Texas of 1925.
- **Section 2.02** - The enumeration of powers deemed to be exclusive be deleted in its entirety. These enumerated powers are provided for in Section 2.01.
- **Section 2.03** - Powers of the City Council be deleted from Section 2.03 and moved to Section 3.03 to provide for the Powers of the City Council under the Section specifically related to City Council.
- **Section 3.03** - Eligibility of the Mayor, and any Council member, be deleted in its entirety and amended to provide for the Powers of the City Council.
- **Section 3.04** - The Council judge of election be deleted; these qualifications are already stated in Section 3.02.
- **Section 3.04** - Amend to provide that the City Council may require bonds of municipal employees who receive or pay out any monies.

- **Section 3.06** - Amended to provide for a vote of all remaining members to appoint a qualified person to fill a vacancy.
- **Section 3.09** - Amended to provide that the Mayor Pro Tem shall be chosen on a rotational basis based on place number, beginning with Place 1 and continuing through Place 7. Additionally, the Mayor Pro Tem shall act as Mayor during the disability or absence of the Mayor.
- **Section 3.10** - Amended to provide for more detailed duties of the Mayor to include the Mayor may participate in discussion on all matters before the Council. The Mayor shall not be entitled to a vote, except in case of a tie, the Mayor casts the deciding vote, and the Mayor shall be recognized as the head of the city government for ceremonial purposes but shall have no regular administrative duties.
- **Section 3.12** - Added to provide for prohibitions of the City Council. Specifically, the Mayor and City Council may not hold any other city office or city employment, that no former Mayor of City Council member may hold employment until one (1) year after the expiration of the term they were elected or appointed to hold.
- **Section 4.03** - Relating to the official ballot be amended to provide for two or more candidates have the same surname, their residence addresses must be printed with their names on the official ballot.
- **Section 4.05** - Relating to conducting and canvassing the elections by selection of the election judge to conduct such election be amended to provide for official results of the election in accordance with Texas Election Code and provide for requirements for canvassing and officially declaring the results as provided by State Law.
- **Section 6.06** - Amended to provide for twenty-one (21) days after the date of certifying the petition as sufficiently completed.
- **Section 7.03** - Amended to require full text of the ordinance be posted on the bulletin board and publication of the caption.
- **Section 8.06** - Amended to establish and maintain a Municipal Court, having all powers and duties prescribed by State Law, providing for the appointment of the Municipal Court Judge, requirements, and removal process. Additionally, providing for the clerk and deputy clerk of the Municipal Court and associated responsibilities.

Ms. Almond stated there would be further discussion of the CRC final report at the January 11th Council workshop.

NO ACTION IS REQUIRED BY CITY COUNCIL.

F.5 UPDATE ON THE CITY OF LAKE WORTH'S RECORDS MANAGEMENT PROGRAM.

City Manager Stacey Almond introduced Records Intern Kaitlyn Easum. Ms. Easum presented a PowerPoint presentation of the progress of the records program.

- Administrative records:

- Imaged approximately 16,000 pages
- Shredded approximately 13 boxes of duplicate copies = 650 lbs.
- Shredded approximately 16 boxes of records that have met retention = 800 lbs.
- 14 boxes waiting to be destroyed that have been imaged = 700 lbs. (waiting on images to be backed up on sever before destroying)
- Total project: 43 boxes = 2,150 lbs. of paper

The next project for records management will be to begin digitizing city-wide plans, liens and finance documents.

NO ACTION IS REQUIRED BY CITY COUNCIL.

G. MAYOR AND COUNCIL ITEM(S)

G.1 Update on Tarrant County Mayor's Council by Mayor Bowen

Mayor Walter Bowen reported the Tarrant County Mayor's Council Annual Banquet dinner was held on December 3 along with the induction of the new slate of officers. The next meeting will be in February.

H. EXECUTIVE SESSION

No items for this category.

I. EXECUTIVE SESSION ITEMS – CITY COUNCIL MAY TAKE ACTION ON ANY ITEMS DISCUSSED IN EXECUTIVE SESSION LISTED ON THE AGENDA.

No action required.

K. ADJOURNMENT

Mayor Walter Bowen adjourned the meeting at 7:03 p.m.

APPROVED

By: _____
Walter Bowen, Mayor

ATTEST:

Monica Solko, City Secretary

Lake Worth City Council Meeting – January 8, 2019

Agenda Item No. B.2

From: Debbie Whitley, ACM/ Director of Finance

Item: Approve Finance reports for the month of December 2018.

Summary:

Finance reports are prepared and presented to Council for approval each month. The purpose of the reports is to keep the Council informed on the status of the City's revenues and expenses as related to the current year budget projections for major funds and on the cash and investment balances for all funds.

Fiscal Impact:

N/A

Attachments:

1. Cash Position Report- all funds
2. Cash and investment summary-all funds
3. Expenditure Report-General Fund, EDC and Water/Sewer Fund
4. Revenue Report-General Fund, EDC, Water/Sewer Fund and Debt Service Fund
5. Sales Tax Revenue Report-General Fund
6. Revenue, Expense and Cash Position Report-Park Improvement Fund
7. Revenue and Expense Report-Street Maintenance Fund
8. Revenue and Expense Report-Crime Control & Prevention District

Recommended Motion or Action:

Approve finance reports for the month of December 2018.

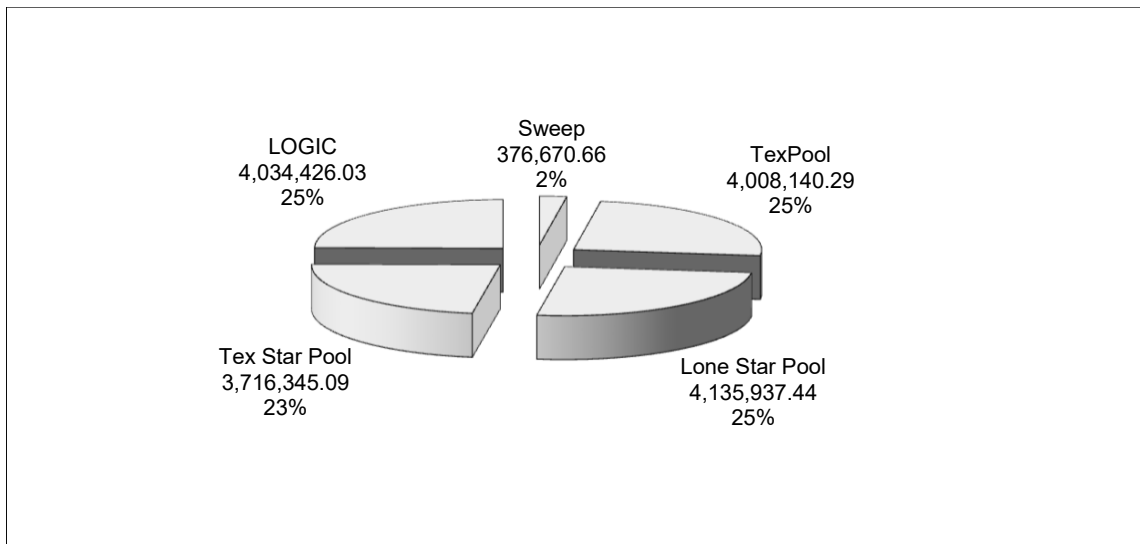
**CITY OF LAKE WORTH
CASH POSITION
As of December 31, 2018**

	Checking Account	TexPool	Lone Star Pool	TexStar	LOGIC	Total
General Fund	94,832.95	2,152,206.46	2,159,922.98	2,582,768.68	2,160,330.49	9,150,061.56
Park Fund	12,079.76	182,131.18			183,865.97	378,076.91
Child Safety Fund	7,587.51					7,587.51
Court Technology	10,999.25					10,999.25
Court Security Fund	22,988.98				48,527.52	71,516.50
Confiscated Property Fund						0.00
Street Maintenance		510,902.80	503,108.23	511,009.24	511,186.69	2,036,206.96
Crime Control	19,667.27	159,142.64	165,819.16	247,702.70		592,331.77
PEG Fund					77,313.70	77,313.70
Water/Sewer Fund	101,525.46	766,499.28	764,007.94		743,082.84	2,375,115.52
Debt Service	66,578.19	237,257.93	237,343.61			541,179.73
2008 CO Series				53,361.50		53,361.50
Hotel/Motel Tax Fund	40,411.29		305,735.52	321,502.97	310,118.82	977,768.60
Total All Cash & Invstments	376,670.66	4,008,140.29	4,135,937.44	3,716,345.09	4,034,426.03	16,271,519.51

CITY OF LAKE WORTH INVESTMENT ACTIVITY *As of December 31, 2018*

The Public Funds Investment Act requires the Finance Officer to submit not less than quarterly a list of investments, their net asset value (NAV) and their weighted average maturity (WAM). Listed below are the City's investments, their respective NAV and WAM or collateral status.

Total Funds Held In Checking Accounts Subject To Overnight Sweep	\$376,670.66
<i>(Funds covered by FDIC and Pledged Collateral by Bank of Texas)</i>	
Total Funds Held In TexPool	\$4,008,140.29
<i>(NAV \$1.00 per share, 4,008,140 shares; WAM 1 day)</i>	
Total Funds Held In Lone Star Pool	\$4,135,937.44
<i>(NAV \$1.00 per share, 4,135,937 shares; WAM 1 day)</i>	
Total Funds Held In TexStar Pool	\$3,716,345.09
<i>(NAV \$1.00 per share, 3,716,345 shares; WAM 1 day)</i>	
Total Funds Held In LOGIC	\$4,034,426.03
<i>(NAV \$1.00 per share, 4,034,426 shares; WAM 1 day)</i>	
Total All Funds	\$16,271,519.51



Prepared By: *Debbie Whitley*

Date: January 2, 2019

**CITY OF LAKE WORTH
EXPENDITURE REPORT
December 2018**

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
GENERAL FUND					
Mayor/Council	15,611.00	797.36	3,316.72	12,294.28	21%
Administration	1,258,493.00	36,814.04	131,887.36	1,126,605.64	10%
Admin-Finance	454,302.00	32,803.30	97,788.62	356,513.38	22%
Admin-HR/Risk Mgmt	164,638.00	8,005.19	36,277.97	128,360.03	22%
Admin-Multi-Purpose Center	32,725.00	959.85	2,304.64	30,420.36	7%
Admin-Multi-LW Area Museum	5,300.00	97.96	461.63	4,838.37	9%
Police	2,436,219.00	100,664.11	563,285.25	1,872,933.75	23%
Fire	2,287,689.00	202,645.32	587,291.68	1,700,397.32	26%
Street	1,098,004.00	71,840.80	190,006.32	907,997.68	17%
Library	278,324.00	21,461.39	61,897.55	216,426.45	22%
Parks	420,265.00	51,437.76	98,003.09	322,261.91	23%
Maintenance Dept	242,634.00	33,271.82	56,662.12	185,971.88	23%
Senior Citizens	150,815.00	5,416.95	23,177.64	127,637.36	15%
Municipal Court	261,793.00	16,739.57	51,308.61	210,484.39	20%
Animal Control	127,008.00	13,134.50	30,537.64	96,470.36	24%
Emergency Management	22,450.00	1,204.00	11,476.47	10,973.53	51%
Permits & Inspections	301,001.00	21,303.99	95,090.72	205,910.28	32%
P & I - Planning & Zoning	103,997.00	24,276.47	52,731.91	51,265.09	51%
P & I - Code Compliance	37,000.00	1,757.32	2,209.41	34,790.59	6%
Information Technology	611,602.00	37,213.87	147,975.80	463,626.20	24%
Economic Dev Activities	633,132.00	6,310.96	68,220.96	564,911.04	11%
Total General Fund	10,943,002.00	688,156.53	2,311,912.11	8,631,089.89	21%

WATER/SEWER FUND					
Administration	525,773.00	8,733.27	29,298.17	496,474.83	6%
Water Supply	932,585.00	62,849.31	97,742.19	834,842.81	10%
Water Distribution	420,202.00	35,686.61	86,694.08	333,507.92	21%
Sewer Department	1,450,756.00	141,985.69	176,507.33	1,274,248.67	12%
Total Water/Sewer	3,329,316.00	249,254.88	390,241.77	2,939,074.23	12%

**CITY OF LAKE WORTH
REVENUE REPORT
December 2018**

(Numbers in UNRECEIVED BALANCE WITH (-) INDICATES REVENUE RECEIVED OVER BUDGETED AMOUNT)

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
GENERAL FUND					
Property Taxes	913,800.00	256,310.05	336,170.32	577,629.68	37%
Franchise Fees	450,000.00	97,814.43	103,808.77	346,191.23	23%
Sales and Beverage Taxes	7,456,000.00	576,318.97	1,288,647.28	6,167,352.72	17%
Fines and Warrants	465,800.00	25,519.95	82,063.50	383,736.50	18%
License & Permits	137,850.00	10,646.17	31,407.49	106,442.51	23%
Sanitation	191,500.00	16,470.26	49,487.98	142,012.02	26%
Animal Control	7,500.00	565.00	1,545.00	5,955.00	21%
Investment Income & Misc	515,353.00	40,047.13	118,487.51	396,865.49	23%
Due From Other Funds	171,976.00			171,976.00	0%
Use of Prior Year Reserves	633,223.00			633,223.00	0%
Transfer In-Other Funds					0%
Total General Fund	10,943,002.00	1,023,691.96	2,011,617.85	8,931,384.15	18%

WATER/SEWER FUND					
Water Sales	1,400,000.00	95,708.62	241,723.42	1,158,276.58	17%
Water Tap Fees	1,000.00		750.00	250.00	75%
Water Service Charge	59,000.00	3,530.00	17,492.26	41,507.74	30%
Sewer Charges	985,000.00	106,538.05	261,969.52	723,030.48	27%
Sewer Tap Fees	3,000.00		3,000.00	0.00	100%
Interest Income & Miscellaneous	53,590.00	8,311.19	17,386.38	36,203.62	32%
Transfers In	319,732.00			319,732.00	0%
Use of Prior Year Reserves	507,994.00			507,994.00	0%
Total Water/Sewer Fund	3,329,316.00	214,087.86	542,321.58	2,786,994.42	16%

DEBT SERVICE FUND					
Property Tax Revenue	1,197,356.00	327,919.36	430,557.59	766,798.41	36%
Investment Income & Misc	7,500.00	375.19	593.64	6,906.36	8%
Transfers In	423,943.00	0.00	0.00	423,943.00	0%
Use of Prior Year Reserves	51,000.00			51,000.00	0%
Total Debt Service	1,679,799.00	328,294.55	431,151.23	1,248,647.77	26%

**CITY OF LAKE WORTH
GF SALES TAX ANALYSIS
FOR DECEMBER 2018 REVENUE**

	<i>Net Payment</i>	Current % Incr or Decrease
December 2018	576,318.97	
December 2017	524,455.23	9.889%
December 2016	511,998.97	12.563%
<i>YTD Net Payment</i>		
Current YTD Total	1,288,647.28	
YTD, Last Year	1,137,681.89	13.270%
YTD, 2 Years Ago	1,279,079.06	0.748%

<i>Current Period Collections</i>		
December 2018	535,546.17	
December 2017	530,146.50	1.019%
December 2016	504,098.37	6.238%

<i>YTD Current Period Collections</i>		
Current YTD Total	1,264,762.93	
YTD, Last Year	1,261,340.69	0.271%
YTD, 2 Years Ago	1,291,658.07	-2.082%

CITY OF LAKE WORTH
PARK FUND
As of December 31, 2018

REVENUE SOURCE:

UTILITY DONATIONS	2,470.00
DONATIONS - KIDS & TREES	0.00
DONATIONS - NAVAJO PARK	0.00
DONATIONS - RAYL PARK	5,000.00
DONATIONS - LAKE WORTH PARK	0.00
INVESTMENT INCOME	1,438.12
CONTRIBUTIONS FROM OTHER FUNDS	0.00
MISCELLANEOUS	167.43
Total Revenue	<u>9,075.55</u>

EXPENDITURE CATEGORY:

MISCELLANEOUS	38.27
PARK MAINTENANCE	116.30
CHARBONNEAU PARK	0.00
LAKE WORTH PARK	3,070.89
NAVAJO PARK	0.00
GRAND LAKE PARK	29.10
REYNOLDS PARK	0.00
RAYL PARK	0.00
TELEPHONE ROAD PARK	691.17
DAKOTA PARK	0.00
EQUIPMENT PURCHASE/IMPROVEMENTS	0.00
Total Expenditure	<u>3,945.73</u>

REVENUE OVER EXPENDITURES 5,129.82

<u>CASH POSITION</u>	
CHECKING	12,079.76
INVESTMENTS	<u>365,997.15</u>
TOTAL CASH	378,076.91

CITY OF LAKE WORTH
STREET MAINTENANCE
December 2018

Revenue

(Numbers in UNRECEIVED BALANCE WITH (-) INDICATES REVENUE RECEIVED OVER BUDGETED AMOUNT)

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
Interest & Misc Income	27,000.00	3,941.69	7,735.37	19,264.63	29%
Use of Prior Yr Rsrvs	540,000.00			540,000.00	
Total Revenue	567,000.00	3,941.69	7,735.37	559,264.63	1%

Expenditures

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Miscellaneous				0.00	0%
Barricades & Markers	12,000.00	270.43	270.43	11,729.57	2%
Street Projects	380,000.00		1,516.90	378,483.10	0%
Concrete Replacement	175,000.00			175,000.00	0%
Total Expenditures	567,000.00	270.43	1,787.33	565,212.67	0%

CITY OF LAKE WORTH
CCPD
December 2018

Revenue

(Numbers in UNRECEIVED BALANCE WITH (-) INDICATES REVENUE RECEIVED OVER BUDGETED AMOUNT)

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
Sales Tax	1,045,000.00	81,586.84	180,966.61	864,033.39	17%
SRO Reimbursement	46,327.00	3,861.00	11,578.00	34,749.00	25%
Interest & Misc Income	8,500.00	1,742.46	2,872.71	5,627.29	34%
Use of Prior Yr Rsrvs	57,763.00			57,763.00	
Total Revenue	1,157,590.00	87,190.30	195,417.32	962,172.68	17%

Expenditures

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Salaries	806,406.00	58,415.69	202,897.17	603,508.83	25%
Supplies	51,450.00	4,261.10	9,106.40	42,343.60	18%
Maintenance	23,225.00	2,202.40	2,276.03	20,948.97	10%
Services	101,905.00	10,617.35	37,684.58	64,220.42	37%
Equipment	100,500.00	64,682.49	120,419.69	-19,919.69	120%
Transfers Out	74,104.00			74,104.00	0%
Total Expenditures	1,157,590.00	140,179.03	372,383.87	785,206.13	32%

Lake Worth City Council Meeting –January 8, 2019

Agenda Item No. E.1

From: Sean Densmore, Director of Public Works and Kelly McDonald, Purchasing Coordinator/Risk Manager

Item: Discuss and consider awarding a bid to Wilson Contractor Services, LLC for the Lake Worth 18-inch Force Main Project and authorize the City Manager to execute the contract.

Summary:

Kimley-Horn and Associates solicited sealed bids on behalf of the City for the construction of an 18-inch Force Main from Charbonneau Lift Station to the Fort Worth connection, with a 210-calendar day completion requirement. This project includes the installation of approximately 7,850 linear feet of 18" HDPE pipe to serve as a force main, in addition to approximately 600 LF of 8" PVC pipe to serve as a gravity main. The force main will be installed via bore and open cut methods.

On December 6, 2018 the City of Lake Worth received the following bidders that were responsive to our request:

Bidder No. 1	Wilson Contractor Services, LLC	\$2,455,922.15
Bidder No. 2	Pittard Construction	\$2,500,000.00
Bidder No. 3	Mountain Cascade of Texas, LLC.	\$2,758,630.00
Bidder No. 4	Wildstone Construction, LLC.	\$2,830,762.00
Bidder No. 5	ARK Contracting Services	\$3,301,615.00
Bidder No. 6	S.J. Lewis Construction of Texas, Ltd.	\$3,594,754.00

After careful review of qualifications and verification of their bonding company, staff has determined that Wilson Contractor Services, LLC was the lowest responsible bidder.

Fiscal Impact:

Lowest responsible bidder - \$2,455,922.15

Attachments:


1. Bid Tabulation Sheet
2. Kimley-Horn recommendation letter

Recommended Motion or Action:

Move to approve awarding a bid to Wilson Contractor Services, LLC for the Lake Worth 18-inch Force Main Project and authorize the City Manager to execute the contract.

CHECKED BY: 
Misty Christian, P.E., 12/06/18

Owner: City of Lake Worth				BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5		BIDDER 6	
Job No.: 061060052				Wilson Contractor Services, LLC		Pittard Construction		Mountain Cascade of Texas, LLC		Wildstone Construction, LLC		ARK Contracting Services		S.J. Lewis Construction of Texas, Ltd.	
Project: Lake Worth 18-In Force Main				3985 Mingo Road		190 E. Stacy Rd. #306-306		11729 East FM 917		12850 HWY 287		420 S. Dick Price Rd.		520 S. 6th Avenue	
Date: December 6, 2018				Denton, TX 76208		Allen, TX 75002		Alvarado, TX 76009		Ft. Worth, TX 76052		Kennedale, TX 76060		Mansfield, TX 76063	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid															
1	Mobilization	1	LS	\$63,765.50	\$63,765.50	\$125,000.00	\$125,000.00	\$126,500.00	\$126,500.00	\$198,950.00	\$198,950.00	\$150,000.00	\$150,000.00	\$75,000.00	\$75,000.00
2	Traffic Control and Traffic Control Plan	1	LS	\$30,000.00	\$30,000.00	\$60,000.00	\$60,000.00	\$25,000.00	\$25,000.00	\$26,961.00	\$26,961.00	\$18,000.00	\$18,000.00	\$10,000.00	\$10,000.00
3	General Site Preparation	1	LS	\$3,200.00	\$3,200.00	\$10,000.00	\$10,000.00	\$35,000.00	\$35,000.00	\$171,559.00	\$171,559.00	\$66,000.00	\$66,000.00	\$50,000.00	\$50,000.00
4	Connection of Proposed 18" Force Main to Existing Lift Station Piping	1	LS	\$23,000.00	\$23,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$73,657.00	\$73,657.00	\$15,000.00	\$15,000.00	\$22,000.00	\$22,000.00
5	Remove Existing Sanitary Sewer Manhole	2	EA	\$1,200.00	\$2,400.00	\$500.00	\$1,000.00	\$2,500.00	\$5,000.00	\$2,228.00	\$4,456.00	\$800.00	\$1,600.00	\$1,500.00	\$3,000.00
6	Standard City of Fort Worth 5' Diameter Sanitary Sewer Manhole w/ Epoxy Liner	1	EA	\$7,902.00	\$7,902.00	\$5,450.00	\$5,450.00	\$12,000.00	\$12,000.00	\$9,761.00	\$9,761.00	\$15,000.00	\$15,000.00	\$14,000.00	\$14,000.00
7	4' Diameter Standard Sanitary Sewer Manhole (All Depths)	3	EA	\$6,450.00	\$19,350.00	\$4,500.00	\$13,500.00	\$5,000.00	\$15,000.00	\$5,059.00	\$15,177.00	\$8,000.00	\$24,000.00	\$5,400.00	\$16,200.00
8	Abandon Existing Force Main Line (Cut and Plug)	2	EA	\$1,200.00	\$2,400.00	\$500.00	\$1,000.00	\$1,200.00	\$2,400.00	\$1,221.00	\$2,442.00	\$2,000.00	\$4,000.00	\$500.00	\$1,000.00
9	Abandon Existing Gravity Main Line (Cut and Plug)	2	EA	\$1,200.00	\$2,400.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$1,029.00	\$2,058.00	\$1,000.00	\$2,000.00	\$400.00	\$800.00
10	Abandon Existing Lift Station at Shell Gas Station	1	EA	\$2,100.00	\$2,100.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$12,516.00	\$12,516.00	\$8,000.00	\$8,000.00	\$6,000.00	\$6,000.00
11	Connect Existing Sanitary Sewer Line (All Sizes) to Proposed Sanitary Sewer Manhole (All Sizes)	2	EA	\$2,050.00	\$4,100.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,255.00	\$2,510.00	\$4,000.00	\$8,000.00	\$1,000.00	\$2,000.00
12	8" SDR-26 PVC Pipe by Open-Cut Method	650	LF	\$81.70	\$53,105.00	\$100.00	\$65,000.00	\$65.00	\$42,250.00	\$53.00	\$34,450.00	\$85.00	\$55,250.00	\$85.00	\$55,250.00
13	8" SDR-26 PVC Pipe and 16" I.D. Steel Casing by Trenchless Method	375	LF	\$383.73	\$143,898.75	\$300.00	\$112,500.00	\$350.00	\$131,250.00	\$308.00	\$115,500.00	\$325.00	\$121,875.00	\$384.00	\$144,000.00
14	18" PE 4710 DIPS HDPE DR-11 Pipe by Open-Cut Method	6,870	LF	\$141.55	\$972,448.50	\$165.00	\$1,133,550.00	\$174.00	\$1,195,380.00	\$126.00	\$865,620.00	\$242.00	\$1,662,540.00	\$295.00	\$2,026,650.00
15	18" PE 4710 DIPS HDPE DR-11 Pipe and 30" I.D. Steel Casing by Trenchless Method	1,050	LF	\$562.60	\$590,730.00	\$450.00	\$472,500.00	\$750.00	\$787,500.00	\$622.00	\$653,100.00	\$700.00	\$735,000.00	\$741.00	\$778,050.00
16	Flowable Fill - 1,500 psi	10	CY	\$250.00	\$2,500.00	\$100.00	\$1,000.00	\$150.00	\$1,500.00	\$245.00	\$2,450.00	\$150.00	\$1,500.00	\$150.00	\$1,500.00
17	Trench Safety	7,900	LF	\$0.58	\$4,582.00	\$1.00	\$7,900.00	\$1.00	\$7,900.00	\$1.00	\$7,900.00	\$1.00	\$7,900.00	\$0.01	\$79.00
18	2" Combination Air Release/Vacuum Valve	4	EA	\$5,050.00	\$20,200.00	\$7,500.00	\$30,000.00	\$6,000.00	\$24,000.00	\$7,715.00	\$30,860.00	\$9,000.00	\$36,000.00	\$6,200.00	\$24,800.00
19	4" Sanitary Sewer Service Connections with Cleanout	8	EA	\$1,025.00	\$8,200.00	\$1,000.00	\$8,000.00	\$500.00	\$4,000.00	\$2,398.00	\$19,184.00	\$1,200.00	\$9,600.00	\$1,800.00	\$14,400.00
20	City of Fort Worth 6" C-900 PVC Water Pipe	100	LF	\$86.00	\$8,600.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$58.00	\$5,800.00	\$80.00	\$8,000.00	\$50.00	\$5,000.00
21	16"x6" Tapping Sleeve and Standard City of Fort Worth Water Distribution Gate Valve & Box (12" and Smaller)	2	EA	\$5,884.20	\$11,768.40	\$15,000.00	\$30,000.00	\$5,000.00	\$10,000.00	\$9,448.00	\$18,896.00	\$8,000.00	\$16,000.00	\$7,700.00	\$15,400.00
22	Removal of City of Fort Worth Fire Hydrants	2	EA	\$960.00	\$1,920.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00	\$1,315.00	\$2,630.00	\$800.00	\$1,600.00	\$500.00	\$1,000.00
23	Standard City of Fort Worth Fire Hydrant Assembly	2	EA	\$5,225.00	\$10,450.00	\$6,000.00	\$12,000.00	\$4,000.00	\$8,000.00	\$4,517.00	\$9,034.00	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00
24	City of Lake Worth 4" Thick Reinforced Concrete Sidewalk Repair	200	SY	\$87.50	\$17,500.00	\$55.00	\$11,000.00	\$50.00	\$10,000.00	\$133.00	\$26,600.00	\$75.00	\$15,000.00	\$50.00	\$10,000.00
25	City of Lake Worth Concrete Driveway Repair	100	SY	\$122.21	\$12,221.00	\$65.00	\$6,500.00	\$85.00	\$8,500.00	\$231.00	\$23,100.00	\$85.00	\$8,500.00	\$80.00	\$8,000.00
26	Remove and Replace TxDOT Curb	500	LF	\$33.00	\$16,500.00	\$40.00	\$20,000.00	\$20.00	\$10,000.00	\$86.00	\$43,000.00	\$45.00	\$22,500.00	\$40.00	\$20,000.00
27	Remove and Replace TxDOT Sidewalk	450	SY	\$96.00	\$43,200.00	\$65.00	\$29,250.00	\$50.00	\$22,500.00	\$166.00	\$74,700.00	\$75.00	\$33,750.00	\$50.00	\$22,500.00
28	Remove and Replace TxDOT Concrete Driveway	350	SY	\$114.00	\$39,900.00	\$75.00	\$26,250.00	\$85.00	\$29,750.00	\$230.00	\$80,500.00	\$85.00	\$29,750.00	\$80.00	\$28,000.00
29	Remove and Replace TxDOT Pedestrian Ramp (Various Types)	8	EA	\$6,000.00	\$48,000.00	\$3,000.00	\$24,000.00	\$2,500.00	\$20,000.00	\$3,922.00	\$31,376.00	\$1,800.00	\$14,400.00	\$3,500.00	\$28,000.00

CHECKED BY: 
Misty Christian, P.E., 12/06/18

Owner: City of Lake Worth				BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5		BIDDER 6	
Job No.: 061060052				Wilson Contractor Services, LLC		Pittard Construction		Mountain Cascade of Texas, LLC		Wildstone Construction, LLC		ARK Contracting Services		S.J. Lewis Construction of Texas, Ltd.	
Project: Lake Worth 18-In Force Main				3985 Mingo Road		190 E. Stacy Rd. #306-306		11729 East FM 917		12850 HWY 287		420 S. Dick Price Rd.		520 S. 6th Avenue	
Date: December 6, 2018				Denton, TX 76208		Allen, TX 75002		Alvarado, TX 76009		Ft. Worth, TX 76052		Kennedale, TX 76060		Mansfield, TX 76063	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
30	City of Fort Worth 4" Thick Reinforced Concrete Sidewalk Repair	250	SY	\$96.00	\$24,000.00	\$55.00	\$13,750.00	\$50.00	\$12,500.00	\$50.00	\$12,500.00	\$75.00	\$18,750.00	\$50.00	\$12,500.00
31	City of Fort Worth Concrete Curb Repair	650	LF	\$33.00	\$21,450.00	\$40.00	\$26,000.00	\$20.00	\$13,000.00	\$60.00	\$39,000.00	\$45.00	\$29,250.00	\$40.00	\$26,000.00
32	City of Fort Worth Pedestrian Ramp Repair	3	EA	\$6,000.00	\$18,000.00	\$3,000.00	\$9,000.00	\$2,500.00	\$7,500.00	\$3,705.00	\$11,115.00	\$1,800.00	\$5,400.00	\$3,500.00	\$10,500.00
33	City of Fort Worth Concrete Driveway Repair	200	SY	\$114.00	\$22,800.00	\$65.00	\$13,000.00	\$85.00	\$17,000.00	\$67.00	\$13,400.00	\$85.00	\$17,000.00	\$80.00	\$16,000.00
34	City of Fort Worth Permanent Asphalt Paving Repair	200	SY	\$212.00	\$42,400.00	\$100.00	\$20,000.00	\$90.00	\$18,000.00	\$288.00	\$57,600.00	\$75.00	\$15,000.00	\$65.00	\$13,000.00
35	High Early Strength Concrete for Driveways	350	SY	\$117.66	\$41,181.00	\$200.00	\$70,000.00	\$115.00	\$40,250.00	\$92.00	\$32,200.00	\$90.00	\$31,500.00	\$90.00	\$31,500.00
36	Sodding	8,200	SY	\$8.00	\$65,600.00	\$6.00	\$49,200.00	\$4.00	\$32,800.00	\$4.50	\$36,900.00	\$4.00	\$32,800.00	\$4.50	\$36,900.00
37	Post-Construction Television Inspection	9,150	LF	\$1.00	\$9,150.00	\$1.00	\$9,150.00	\$1.00	\$9,150.00	\$2.00	\$18,300.00	\$1.00	\$9,150.00	\$1.50	\$13,725.00
38	Landscape Restoration Allowance	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
39	Construction Allowance	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Total Base Bid				\$2,455,922.15		\$2,500,000.00		\$2,758,630.00		\$2,830,762.00		\$3,301,615.00		\$3,594,754.00	



December 18, 2018

Mrs. Stacey Almond
City Manager
City of Lake Worth
3805 Adam Grubb
Lake Worth, Texas 76135

Re: Lake Worth 18-In Force Main
KHA No. 061060052

Dear Mrs. Almond:

On December 6, 2018, the City of Lake Worth received bids for the Lake Worth 18-In Force Main project. This project includes the installation of approximately 7,850 linear feet of 18" HDPE pipe to serve as a force main, in addition to approximately 600 LF of 8" PVC pipe to serve as a gravity main. The force main pipe will be installed via bore and open cut methods. The project is located within the City of Lake Worth and Fort Worth right of way, as well as TxDOT right of way.

The City received six (6) bids which are summarized below.

<u>Bidder</u>	<u>Base Bid</u>
Wilson Contractor Services, LLC	\$2,455,922.15
Pittard Construction	\$2,500,000.00
Mountain Cascade of Texas, LLC	\$2,758,630.00
Wildstone Construction, LLC	\$2,830,762.00
ARK Contracting Services	\$3,301,615.00
S.J. Lewis Construction of Texas, Ltd.	\$3,594,754.00

Kimley-Horn has reviewed Wilson Contractor Services, LLC's qualifications and has verified their bonding company is licensed in the State of Texas. Enclosed is a copy of the bid tabulation for your reference. The contract time for the project is 210 calendar days.

Thank you for the opportunity to be of service to the City of Lake Worth. Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

Misty D. Christian, P.E., CFM

K:\FTW_Roadway\061060052_LakeWorth 199 Force Main\CCA\Bidding\rec award.docx

Lake Worth City Council Meeting – January 8, 2019

Agenda Item No. E.2

From: Kelly McDonald, Purchasing Coordinator/Risk Manager and
Sean Densmore, Director of Public Works

Item: Discuss and consider the purchase of cement slurry with Martin Marietta Materials, Inc., in an amount not to exceed \$21,965.

Summary:

Through Interlocal Agreement CO#129029 for FY 2018/2019 street projects, Tarrant County agrees to provide the labor and equipment necessary to complete paving. One item not provided by the County, but needed for the completion of specific projects, is Cem-Lime, Cement Slurry and Super Slurry. Street Department employees use these products to stabilize base material.

Tarrant County identified and approved through Court Order #124403, Martin Marietta Materials, Inc. as a sole source for Cem-Lime, Cement Slurry, and Super Slurry on January 24, 2017.

Utilizing the existing cooperative purchasing agreement with Tarrant County, approved by the City Council on October 9, 1996, Martin Marietta Materials, Inc. has provided an estimate of \$21,965 for slurry materials based on pricing listed through RFQ 2018-463 and 2018-468.

Fiscal Impact:

Martin Marietta Materials, Inc. \$21,965.00

*Note: This amount is included in the approved budget.

Attachments:

1. Tarrant County Commissioners Court Communication, Consent Agenda 126903, dated January 16, 2018
2. Martin Marietta Materials, Inc – Sole Source letter
3. Martin Marietta Materials, Inc – Quotation

Recommended Motion or Action:

Move to approve the purchase of cement slurry with Martin Marietta Materials, Inc., in an amount not to exceed \$21,965.



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER 126903

PAGE 1 OF 4

DATE: 1/16/2018

SUBJECT: **MARTIN MARIETTA - CEM-LIME, CEMENT SLURRY, AND SUPER
SLURRY - ALL PRECINCTS**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED:

It is requested that the Commissioners Court approve renewal of Martin Marietta as the sole source for the purchase of Cem-Lime, Cement Slurry, and Super Slurry.

BACKGROUND:

On January 24, 2017, through Court Order #124403, the Commissioners Court approved renewal of Martin Marietta as the sole source for the purchase of Cem-Lime, Cement Slurry, and Super Slurry.

Martin Marietta (Form 1295 Identification #RFQ 2018-463 and #RFQ 2018-468) provided the Purchasing Agent documentation to substantiate the fact their position has not changed and they are the sole source for these proprietary products, as well as the processes and components necessary for their manufacture. No other suppliers in the North Central Texas or DFW area have been licensed to provide these products.

Under the County Purchasing Act, exemptions to the competitive bidding requirements are allowed for certain types of purchases. The statutes require that the Purchasing Agent advise the Commissioners Court of the existence of only one (1) source, with such notice to be entered into the minutes of the Court.

Accordingly, the above items have been determined to be sole source under County Purchasing Act 262.024(a)(7) as follows:

- “(7) an item can be obtained from only one (1) source, including:
(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies.”

FISCAL IMPACT:

There is no fiscal impact associated with this item.

SUBMITTED BY:	Purchasing	PREPARED BY:	Tim Jones <i>TJJ</i>
		APPROVED BY:	Jack Beacham, C.P.M., A.P.P. <i>cl</i>

ML

Quotation and Sales Contract

Customer	Tarrant County Purchasing	Email	bjbingham@tarrantcounty.com
Attention:	Brandie Bingham	Phone #	817-884-2620
Date	9/21/2018		

Subject to the terms and conditions, we are pleased to quote the following for use in the construction of:

Project Name:	2019 Annual SuperSlurry Price
Located at:	Various Locations in Various Precincts within Tarrant County
Plant	54738 - Chalk Hill Slurry
Pricing Expires on:	10/31/19
Escalation Date & Amount:	N/A

Quantity	U.O.M. Description - Material	Unit Price
TBD	Hydrated Cement "SuperSlurry" Delivered & Spread	\$192.00/dry ton
TBD	Hydrated CemLime "SuperSlurry" Delivered & Spread	\$177.00/dry ton

- 1) **Prices are valid for the above mentioned project only during normal working hours. Normal working hours are 7 am - 4 pm, Mon - Fri excluding holidays. Extended hours or shifts must be agreed upon by Martin Marietta in writing.**
- 2) **Sales tax is not included. Tax Exempt jobs require proper tax exemption form prior to job start.**
- 3) Slurry loads are a minimum of 5 dry tons to a maximum of 15 dry tons per load.
- 4) On the job site, we require the means to put at least 250 gallons of water into tanker after slurry discharge is complete. The tanker will carry water back to batch plant. (no rinse on project necessary)
- 5) Truck demurrage is \$75.00 per hour, beginning 1 hour after arrival (1st hour is free).
- 6) Martin Marietta is not responsible for the mixing or compaction of cement or cemlime.
- 7) Contractor is responsible for verifying product application rates according to project requirements and specifications.
- 8) Trucking is available but not guaranteed; please call in advance for availability. Due to limited trucking capabilities, Martin Marietta reserves the right to limit the amount of cement or cemlime slurry shipped to projects outside 50 miles of the slurry plant.
- 9) Due to state and federal highway weight restrictions, Martin Marietta may limit maximum load size to 13 tons if route to project requires extensive highway travel.
- 10) This quote and pricing has a firm expiration date of October 31, 2019.



January 3, 2018

Tarrant County Purchasing
100 E. Weatherford Street, Suite 303
Ft. Worth, TX 76196

Attn: Tim Jones

Martin Marietta has a product called Cem-Lime a SuperSlurry product which is a cementitious product that is enhanced with calcium hydroxide. At significant cost to itself, Martin Marietta has developed the process and components necessary to manufacture Cem-Lime SuperSlurry through internal experimentation, expertise and inventiveness. However, because of the proprietary nature of the Cem-Lime SuperSlurry product and manufacturing processes, Martin Marietta believes that it is the sole producer that can provide you with Cem-Lime SuperSlurry or its equivalent.

Martin Marietta will license the Cem-Lime SuperSlurry production process so that Cem-Lime SuperSlurry will be widely available wherever it is needed. However, we intend to protect the proprietary nature of the product and processes so that only licensed suppliers will be allowed to produce and sell the Cem-Lime SuperSlurry product to quality standards established by Martin Marietta. At the present time, Martin Marietta has not licensed any other manufacturer of Cem-Lime SuperSlurry in the Dallas/Ft. Worth area, so it remains the sole producer in the Dallas/Ft Worth market area.

If you have any questions or need anything else, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'CM' or 'Chris Moretti', written over a light blue horizontal line.

Chris Moretti

Cement Treated Materials
10615 Spangler Road, Dallas, TX 75220
t. (972) 409-3240
www.MartinMarietta.com
www.SuperSlurry.com



Lake Worth City Council Meeting – January 8, 2019

Agenda Item No. E.3

From: Kelly McDonald, Purchasing Coordinator/Risk Manager and
Sean Densmore, Director of Public Works

Item: Discuss and consider approval of the asphalt milling for Azle Avenue, between Boat Club Road and SH 199, utilizing TexOp Construction LP, in an amount not to exceed \$29,095.

Summary:

Through Interlocal Agreement CO#129029 for FY 2018/2019 street projects, Tarrant County agrees to provide the labor and equipment necessary to complete paving. One item not provided by the County, but needed for completion of the project, is the milling of the existing asphalt. Neither the County nor City has a milling machine suitable for this operation. The milling machine is used to grind up and remove existing asphalt.

Tarrant County does have a contract for milling with TexOp Construction, LP. Lake Worth can utilize the existing cooperative purchasing agreement with Tarrant County, approved by the City Council on October 9, 1996.

TexOp Construction, LP has provided an estimate of \$26,450 for milling services. The estimate includes the milling of the top four (4) inches of the roadway, loading, trucking, sweeping, detailing, disposal, and water transport of an estimated 7,500 square yards of asphalt. The Public Works Director is requesting an additional 10% be included in the approved amount to cover any additional milling needs to Azle Avenue prior to the asphalt overlay.

Fiscal Impact:

TexOp Construction, LP: \$29,095.00

*Note: This amount is included in the approved budget.

Attachments:

1. Proposal No. 18-11-060 - TexOp Construction, LP
2. Tarrant County contract 2016-079

Recommended Motion or Action:

Move to approve the asphalt milling for Azle Avenue, between Boat Club Road and SH 199, utilizing TexOp Construction LP, in an amount not to exceed \$29,095.



P. O. Box 427
Roanoke, Texas 76262
(940) 648-1455 office ♦♦♦ (940) 648-1457 fax

Proposal No. 18-11-060

BID DATE: November 27, 2018
TO: City of Lake Worth
ATTN: Sean Densmore
PROJECT: Azle Ave. Lake Worth TX
LOCATION: Between Boat Club Rd. & Hwy 199

REVISED 12/12/2018

Quantities and Prices:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
<u>1</u>	Plane ACP 4" (Mill & Inlay)	7,500.00 SY	3.50 \$	26,250.00
Total			\$	26,250.00

Prices Include:

Milling, Loading, Trucking & Disposal Cost (if any), Sweeping, Detailing, & Water Transport
1 Mobilization, each additional mobilization \$200.00

General Contractor to provide a project water source & the water for the milling operation.

Prices Exclude:

Sawcuts, Engineering, Base Repair, Traffic Control, Water, Sizing of ACP, AGC Dues,
Stockpiling of Materials, Police personnel, Message Boards, and Barricades

Questions, please call (940) 648-1455 or (817) 308-4818.

Email jdavis@texop.com

Sincerely,

James Davis
Estimator

Bid No. 2016-079, Annual Contract for Cold Milling Machine with Operator and Helper
Award Recommendation

		PRIMARY	PRIMARY
		Dustrol, Inc. Roanoke, TX HUB - No	Tex Op Construction Roanoke, TX HUB - No
Item	Description	Price per square yard	Price per square yard
1	IA. Turn-Key project		
	Full Depth Milling 0 - 2"	2.75	1.75
	Full Depth Milling 2 - 4"	3.75	2.00
	Full Depth Milling 4 - 6"	4.50	2.85
	Full Depth Milling 6 - 8"	7.00	3.75
	Bobtail (12YD)	8.00 per load	6.50 per mile
	End-Dump (25 YD)	10.00 per load	8.00 per mile
	Vendor to keep millings. Add/Deduct Price per square yard	(-) 0.05	(-) 0.03
	Mobilization	20.00	200.00
	Normal Response Time After Receipt of Order:	2 Days	1 Day
	Percent Discount for Similar Work:	0%	0%
	Category 1 Total:	37.95	210.32

Bid No. 2016-079, Annual Contract for Cold Milling Machine with Operator and Helper
Award Recommendation

		PRIMARY	PRIMARY
		Dustrol, Inc. Roanoke, TX HUB - No	Tex Op Construction Roanoke, TX HUB - No
Item	Description	Price per square yard	Price per square yard
2	2A. Cut, Load & Water		
	Full Depth Milling 0 - 2"	1.50	0.65
	Full Depth Milling 2 - 4"	2.50	0.85
	Full Depth Milling 4 - 6"	3.00	1.15
	Full Depth Milling 6 - 8"	5.00	1.50
	Vendor to keep millings. Add/Deduct Price per square yard	0	N/A
	Mobilization	20.00	100.00
	Normal Response Time After Receipt of Order:	2 Day	1 Day
	Percent Discount for Similar Work:	0%	0%
	Category 2 Total:	32.00	104.15

Bid No. 2016-079, Annual Contract for Cold Milling Machine with Operator and Helper
Award Recommendation

		PRIMARY	PRIMARY
		Dustrol, Inc. Roanoke, TX HUB - No	Tex Op Construction Roanoke, TX HUB - No
Item	Description	Price per square yard	Price per square yard
3	3A. Turn-Key project		
	Full Depth Milling 0 - 2"	2.75	1.75
	Full Depth Milling 2 - 4"	3.75	2.00
	Full Depth Milling 4 - 6"	4.50	2.85
	Full Depth Milling 6 - 8"	7.00	3.75
	Bobtail (12YD)	8.00 per load	6.50 per mile
	End-Dump (25 YD)	10.00 per load	8.00 per mile
	County to keep millings. Add/Deduct Price per square yard	(-) 0.05	(-) 0.00
	Mobilization	20.00	200.00
	Normal Response Time After Receipt of Order:	2 Days	1 Day
	Percent Discount for Similar Work:	0%	0%
	Category 3 Total:	38.00	210.35

Bid No. 2016-079, Annual Contract for Cold Milling Machine with Operator and Helper
Award Recommendation

		PRIMARY	PRIMARY
		Dustrol, Inc. Roanoke, TX HUB - No	Tex Op Construction Roanoke, TX HUB - No
Item	Description	Price per square yard	Price per square yard
4	4A. Cut, Load & Water		
	Full Depth Milling 0 - 2"	1.50	0.65
	Full Depth Milling 2 - 4"	2.50	0.85
	Full Depth Milling 4 - 6"	3.00	1.15
	Full Depth Milling 6 - 8"	5.00	1.50
	County to keep millings. Add/Deduct Price per square yard	0	N/A
	Mobilization	20.00	100.00
	Normal Response Time After Receipt of Order:	2 Days	1 Day
	Percent Discount for Similar Work:	0%	0%
	Category 4 Total:	32.00	104.15

Lake Worth City Council Meeting – January 8, 2019

Agenda Item No. E.4

From: Kelly McDonald, Purchasing Coordinator/Risk Manager and
Sean Densmore, Director of Public Works

Item: Discuss and consider approval of the purchase of asphalt road surfacing products for FY 2018/2019 in an amount not to exceed \$20,000 for general street repairs, utilizing the Tarrant County cooperative purchasing agreement.

Summary:

The City of Lake Worth Street Department has ongoing requirements for asphalt road surfacing product materials. To ensure the safety of citizens and others who depend upon the City's transportation corridors, uninterrupted access to asphalt road surfacing materials is essential to the City's maintenance and repair activities. Due to day to day availability of asphalt materials during the peak maintenance season, it is necessary to purchase from multiple vendors.

Utilizing the existing cooperative purchasing agreement with Tarrant County, approved by the City Council on October 9, 1996, Austin Asphalt, Inc., JLB Contracting, LLC, The Lane Construction Corporation, Reynolds Asphalt and Construction Company, TexasBit, and Vulcan Construction have provided guaranteed pricing through Tarrant County Bid No. 2018-165.

Fiscal Impact:

Blanket Purchase for asphalt road surfacing products (general street repairs) \$20,000.00

*Note: This amount is included in the approved budget.

Attachments:

1. Tarrant County contract 2018-165

Recommended Motion or Action:

Move to approve the purchase of asphalt road surfacing products for FY 2018/2019 in an amount not to exceed \$20,000 for general street repairs, utilizing the Tarrant County cooperative purchasing agreement.

Bid No. 2018-165 Annual Contract for Asphalt Road Surfacing Products

ITEM NO.	DESCRIPTION	ESTIMATED USAGE IN TONS	Austin Asphalt, Inc. Irving, TX		JLB Contracting, LLC Fort Worth, TX	
			HUB - NO	COOP - YES	HUB - NO	COOP - YES
SECTION I - VIRGIN AGGREGATE MATERIAL			Unit Cost Per Ton Loaded	Unit Cost Per Ton Delivered	Unit Cost Per Ton Loaded	Unit Cost Per Ton Delivered
Hot Mix Asphalt Concrete						
1	Type B; Fine Graded Intermediate Base Course	5,500	\$61.00	\$71.50	\$58.00	\$64.85
2	Type C; Coarse Graded Surface Course	60	\$63.75	\$74.25	No Bid	No Bid
3	Type D; Fine Graded Surface Coarse	40,000	\$64.75	\$75.25	\$58.00	\$64.85
Hot Mix Asphalt Concrete, Cold Laid						
4	Type B	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
5	Type C	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
6	Type D	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
7	Type F	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
Warm Mix Asphalt Concrete						
8	Type B	0 - Minimal Tons	\$61.00	\$71.50	No Bid	No Bid
9	Type C	0 - Minimal Tons	\$64.00	\$74.50	No Bid	No Bid
10	Type D	0 - Minimal Tons	\$65.00	\$75.50	No Bid	No Bid
11	Type F	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
Patching Material						
12	High Performance Cold Mix Patching Material	60	No Bid	No Bid	\$100.00	\$105.00

Bid No. 2018-165 Annual Contract for Asphalt Road Surfacing Products

ITEM NO.	DESCRIPTION	ESTIMATED USAGE IN TONS	The Lane Construction Corporation Roanoke, TX		Reynolds Asphalt and Construction Company Eules, TX	
			HUB - NO	COOP - YES	HUB - NO	COOP - YES
SECTION I - VIRGIN AGGREGATE MATERIAL			Unit Cost Per Ton Loaded	Unit Cost Per Ton Delivered	Unit Cost Per Ton Loaded	Unit Cost Per Ton Delivered
Hot Mix Asphalt Concrete						
1	Type B; Fine Graded Intermediate Base Course	5,500	\$50.75	No Bid	\$56.00	Varies with Milage
2	Type C; Coarse Graded Surface Course	60	\$58.00	No Bid	\$61.00	Varies with Milage
3	Type D; Fine Graded Surface Coarse	40,000	\$62.00	No Bid	\$61.00	Varies with Milage
Hot Mix Asphalt Concrete, Cold Laid						
4	Type B	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
5	Type C	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
6	Type D	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
7	Type F	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
Warm Mix Asphalt Concrete						
8	Type B	0 - Minimal Tons	\$50.75	No Bid	\$56.00	Varies with Milage
9	Type C	0 - Minimal Tons	\$58.00	No Bid	\$61.00	Varies with Milage
10	Type D	0 - Minimal Tons	\$62.00	No Bid	\$61.00	Varies with Milage
11	Type F	0 - Minimal Tons	No Bid	No Bid	\$62.00	Varies with Milage
Patching Material						
12	High Performance Cold Mix Patching Material	60	No Bid	No Bid	No Bid	No Bid

Bid No. 2018-165 Annual Contract for Asphalt Road Surfacing Products

ITEM NO.	DESCRIPTION	ESTIMATED USAGE IN TONS	TexasBit Irving, TX		Vulcan Construction Materials, LLC San Antonio, TX	
			HUB - NO	COOP - YES	HUB - NO	COOP - YES
SECTION I - VIRGIN AGGREGATE MATERIAL			Unit Cost Per Ton Loaded	Unit Cost Per Ton Delivered	Unit Cost Per Ton Loaded	Unit Cost Per Ton Delivered
Hot Mix Asphalt Concrete						
1	Type B; Fine Graded Intermediate Base Course	5,500	\$54.00	Varies with Milage	\$58.00	\$70.50
2	Type C; Coarse Graded Surface Course	60	\$58.00	Varies with Milage	\$58.00	\$70.50
3	Type D; Fine Graded Surface Coarse	40,000	\$57.00	Varies with Milage	\$57.00	\$69.50
Hot Mix Asphalt Concrete, Cold Laid						
4	Type B	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
5	Type C	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
6	Type D	0 - Minimal Tons	\$80.00	Varies with Milage	\$70.00	No Bid
7	Type F	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
Warm Mix Asphalt Concrete						
8	Type B	0 - Minimal Tons	\$56.00	Varies with Milage	\$61.00	\$73.50
9	Type C	0 - Minimal Tons	\$60.00	Varies with Milage	\$61.00	\$73.50
10	Type D	0 - Minimal Tons	\$59.00	Varies with Milage	\$60.00	\$72.50
11	Type F	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
Patching Material						
12	High Performance Cold Mix Patching Material	60	\$97.00	Varies with Milage	No Bid	No Bid

Bid No. 2018-165 Annual Contract for Asphalt Road Surfacing Products

ITEM NO.	DESCRIPTION	ESTIMATED USAGE IN TONS	Austin Asphalt, Inc. Irving, TX		JLB Contracting, LLC Fort Worth, TX	
			HUB - NO	COOP - YES	HUB - NO	COOP - YES
SECTION II - FRACTIONATED RAP MATERIAL			Unit Cost Per Ton Loaded	Unit Cost Per Ton Delivered	Unit Cost Per Ton Loaded	Unit Cost Per Ton Delivered
Hot Mix Asphalt Concrete						
13	Type B; Fine Graded Intermediate Base Course	16,000	\$53.00	\$63.50	No Bid	No Bid
14	Type C; Coarse Graded Surface Course	0 - Minimal Tons	\$56.00	\$66.50	No Bid	No Bid
15	Type D; Fine Graded Surface Coarse	20,000	\$57.00	\$57.50	No Bid	No Bid
Hot Mix Asphalt Concrete, Cold Laid						
16	Type B	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
17	Type C	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
18	Type D	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
19	Type F	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
Warm Mix Asphalt Concrete						
20	Type B	0 - Minimal Tons	\$53.00	\$63.50	No Bid	No Bid
21	Type C	0 - Minimal Tons	\$56.00	\$66.50	No Bid	No Bid
22	Type D	0 - Minimal Tons	\$57.00	\$67.50	No Bid	No Bid
23	Type F	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
Patching Material						
24	High Performance Cold Mix Patching Material	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid

Bid No. 2018-165 Annual Contract for Asphalt Road Surfacing Products

ITEM NO.	DESCRIPTION	ESTIMATED USAGE IN TONS	The Lane Construction Corporation Roanoke, TX		Reynolds Asphalt and Construction Company Eules, TX	
			HUB - NO	COOP - YES	HUB - NO	COOP - YES
SECTION II - FRACTIONATED RAP MATERIAL			Unit Cost Per Ton Loaded	Unit Cost Per Ton Delivered	Unit Cost Per Ton Loaded	Unit Cost Per Ton Delivered
Hot Mix Asphalt Concrete						
13	Type B; Fine Graded Intermediate Base Course	16,000	\$48.00	No Bid	\$51.00	Varies with Milage
14	Type C; Coarse Graded Surface Course	0 - Minimal Tons	\$49.25	No Bid	\$56.00	Varies with Milage
15	Type D; Fine Graded Surface Coarse	20,000	\$53.00	No Bid	\$56.00	Varies with Milage
Hot Mix Asphalt Concrete, Cold Laid						
16	Type B	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
17	Type C	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
18	Type D	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
19	Type F	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
Warm Mix Asphalt Concrete						
20	Type B	0 - Minimal Tons	\$48.00	No Bid	\$51.00	Varies with Milage
21	Type C	0 - Minimal Tons	\$49.25	No Bid	\$56.00	Varies with Milage
22	Type D	0 - Minimal Tons	\$53.00	No Bid	\$56.00	Varies with Milage
23	Type F	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
Patching Material						
24	High Performance Cold Mix Patching Material	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid

Bid No. 2018-165 Annual Contract for Asphalt Road Surfacing Products

ITEM NO.	DESCRIPTION	ESTIMATED USAGE IN TONS	TexasBit Irving, TX		Vulcan Construction Materials, LLC San Antonio, TX	
			HUB - NO	COOP - YES	HUB - NO	COOP - YES
SECTION II - FRACTIONATED RAP MATERIAL			Unit Cost Per Ton Loaded	Unit Cost Per Ton Delivered	Unit Cost Per Ton Loaded	Unit Cost Per Ton Delivered
Hot Mix Asphalt Concrete						
13	Type B; Fine Graded Intermediate Base Course	16,000	\$45.00	Varies with Milage	\$56.00	No Bid
14	Type C; Coarse Graded Surface Course	0 - Minimal Tons	\$49.00	Varies with Milage	\$56.00	No Bid
15	Type D; Fine Graded Surface Coarse	20,000	\$50.00	Varies with Milage	\$55.00	No Bid
Hot Mix Asphalt Concrete, Cold Laid						
16	Type B	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
17	Type C	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
18	Type D	0 - Minimal Tons	No Bid	No Bid	\$68.00	No Bid
19	Type F	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
Warm Mix Asphalt Concrete						
20	Type B	0 - Minimal Tons	\$46.00	Varies with Milage	\$59.00	\$71.50
21	Type C	0 - Minimal Tons	\$50.00	Varies with Milage	\$59.00	\$71.50
22	Type D	0 - Minimal Tons	\$51.00	Varies with Milage	\$58.00	\$70.50
23	Type F	0 - Minimal Tons	No Bid	No Bid	No Bid	No Bid
Patching Material						
24	High Performance Cold Mix Patching Material	0 - Minimal Tons	\$97.00	Varies with Milage	No Bid	No Bid

Bid No. 2018-165 Annual Contract for Asphalt Road Surfacing Products

ITEM NO.	DESCRIPTION	Austin Asphalt, Inc. Irving, TX		JLB Contracting, LLC Fort Worth, TX		The Lane Construction Corporation Roanoke, TX	
		HUB - NO	COOP - YES	HUB - NO	COOP - YES	HUB - NO	COOP - YES
		Tandem Truck Ton/Mile	Flowboy Ton/Mile	Tandem Truck Ton/Mile	Flowboy Ton/Mile	Tandem Truck Ton/Mile	Flowboy Ton/Mile
25	Delivery Charge Per Mile F.O.B. Precinct Garage/Jobsite	\$0.45	\$0.45	\$6.85	\$6.85	No Bid	No Bid
26	Minimum Delivery Charge	\$350.00 /12 Load		\$50.00/hour		No Bid	No Bid
27	Demurrage Charge Per Hour	\$100.00		\$50.00		No Bid	No Bid
28	Discount for Related Items No Specified	0.00%		N/A		No Bid	No Bid
	Plant Location(s)	2301 Austin Rd Fort Worth, TX 76118		7151 Randol Mill Rd. Fort Worth, TX 76124		11801 Harmonson Rd. Justin, TX 76247	

Bid No. 2018-165 Annual Contract for Asphalt Road Surfacing Products

ITEM NO.	DESCRIPTION	Reynolds Asphalt and Construction Company Eules, TX		TexasBit Irving, TX		Vulcan Construction Materials, LLC San Antonio, TX	
		HUB - NO	COOP - YES	HUB - NO	COOP - YES	HUB - NO	COOP - YES
		Tandem Truck Ton/Mile	Flowboy Ton/Mile	Tandem Truck Ton/Mile	Flowboy Ton/Mile	Tandem Truck Ton/Mile	Flowboy Ton/Mile
25	Delivery Charge Per Mile F.O.B. Precinct Garage/Jobsite	\$5.65	\$4.90	\$0.60	\$0.50	N/A	\$0.25
26	Minimum Delivery Charge	12 ton	21 ton	\$6.00		\$275.00	
27	Demurrage Charge Per Hour	\$33.25	\$47.95	\$100.00		\$90.00	
28	Discount for Related Items No S pecified	0.00%		No Bid			
	Plant Location(s)	12650 Calloway Cemetery R.d. Eules, TX 76040		1901 Cold Springs R.d. Fort Worth, TX 76102		1111 Gilbert Pit R.d. Millsap, TX 76066	
		10015 Hicks Field R.d. Saginaw, TX 76179		9500 Technology Blvd. Fort Worth, TX 76104			
		617 E. College St. Lewisville, TX 75057		12299 Camp Bowie Blvd. Aledo, TX 76008			

Lake Worth City Council Meeting – January 8, 2019

Agenda Item No. F.1

FROM: Barry Barber, Director of Building Development Services

ITEM: Discuss and consider an Interlocal Agreement with Town of Lakeside for Animal Control services and authorize the City Manager to execute the agreement.

SUMMARY:

The Town of Lakeside approached staff and requested an interlocal agreement for Animal Control services from the City of Lake Worth. Lakeside requested an “as needed” service for Animal Control due to conflicts with Sansom Park (former service provider). Both parties feel that with the new agreement for jail and dispatch service and additional agreement for Animal Control services would be favorable.

Within the agreement Lake Worth would provide Animal Control services during normal business hours which are Monday – Friday 8:00 am to 5:00 pm and Saturday 10:00 am to 3:00 pm. Any after-hours impoundment(s) for Lakeside will require a Lakeside police officer to transport the animal to the Lake Worth shelter and our officers would provide access.

Per the attached agreement Lakeside will be required to adopt an animal control ordinance mirroring Lake Worth’s current ordinance; this is to ensure that all local requirements are the same and the Animal Control officers have the same set of guidelines to follow no matter which municipality they are operating in. Lakeside does intend to add additional requirements for livestock due to their larger acreage lots. Lake Worth Animal Control will stay apprised of those requirements.

All fees for impounded animals will be paid directly to the City of Lake Worth by the Lakeside resident; any animal that is not claimed by its owner that was secured in Lakeside will be paid by the Town of Lakeside. The Lake Worth Animal Control officer will not actively patrol Lakeside; this agreement is on an as needed basis and requires a call for service via phone, e-mail, or dispatch.

The agreement was prepared and reviewed by the City Attorney.

FISCAL IMPACT:

Staff will monitor calls for service to Lakeside and make recommendations to modify the agreement, if needed based upon necessary responses

Lake Worth City Council Meeting – January 8, 2019

Agenda Item No. F.1

ATTACHMENTS:

1. Lake Worth/Lakeside Interlocal Agreement for Animal Control services

RECOMMENDED MOTION OR ACTION:

Move to approve an Interlocal Agreement with the Town of Lakeside for Animal Control services and authorize the City Manager to execute the agreement.

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

This Interlocal Agreement for Animal Control Services ("Agreement") is made and entered into by and between the City of Lake Worth, Texas ("Lake Worth"), and the Town of Lakeside, Texas ("Lakeside"). Lake Worth and Lakeside may sometimes hereafter be referred to collectively as the "parties" and individually as a "party."

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, Lake Worth and Lakeside represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, Lake Worth operates Animal Control Services for the purpose of reducing general animal control problems in Lake Worth; and

WHEREAS, Lakeside currently has a need for such Animal Control Services and is not equipped to render such services; and

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, both Lake Worth and Lakeside find it mutually desirable to enter into this Agreement.

NOW, THEREFORE in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

ARTICLE 1. DEFINITIONS

For the purposes of this Agreement, the following definitions will apply:

"Animal Control Services" shall mean the services provided by Lake Worth in response to a Lakeside Call, including: (1) the humane capture of stray, unrestrained, homeless, abandoned, or unwanted animals and the humane transportation of captured animals to the Animal Shelter; (2) response to calls regarding animals that have entered a person's residence; (3) response to calls regarding animal bites and scratches, including the initial investigation of such incidents; (4) the capture of a biting animal for state-mandated rabies quarantine observation by the Local Rabies Control Authority; and (5) restraint of and the administration of the process for dangerous animals (as defined in the Lake Worth Code of Ordinances). Animal Control Services do not

include trapping dangerous wild animals (as defined in the Lake Worth Code of Ordinances), horses, or livestock, removal of deceased animals, or conducting cruelty investigations.

“Animal Shelter” shall mean the facility known as the Lake Worth Animal Shelter currently located at 7209 Comanche Trail, Lake Worth, Texas 76135.

“Lakeside Call” shall mean calls made by Lakeside to Lake Worth’s Police Department dispatch to request Animal Control Services.

Any word or phrases not specifically defined herein shall have as its ordinary and commonly understood meaning.

ARTICLE 2. LAKE WORTH’S OBLIGATIONS

2.1 Lake Worth agrees to provide Animal Control Services to Lakeside for all Lakeside Calls occurring within the corporate limits of Lakeside, subject to the terms of this Agreement.

2.2 Lake Worth will dispatch at least one animal control officer in response to a Lakeside Call, so long as there is at least one animal control officer “on duty”. For the purposes of this Agreement “on duty” means Monday through Friday, 8:00 am to 5:00 pm, and those times Saturday that a part time animal control officer is working at Lake Worth. “Off duty” means any time other than on duty. Lakeside will be responsible for its own animal control services when the Lake Worth animal control officers are off duty.

2.3 Lake Worth will respond only to calls directly reported by Lakeside to Lake Worth.

2.4 Lake Worth agrees to transport all captured animals to the Animal Shelter, provided, however, that some animals may be released back into their natural habitat at the discretion of the Lake Worth animal control officer.

2.5 To the extent permitted by law, and as provided by the Texas Public Information Act, Texas Government Code, Ch. 552, as amended, Lake Worth agrees to keep confidential any rabies vaccination certificate information provided by the Lakeside.

2.6 Notwithstanding any other term of this Agreement to the contrary, Lake Worth will have the right to refuse to provide the Animal Control Services in the event that Lake Worth, in its sole discretion, determines that it does not or will not have the resources to provide the Animal Control Services, or that performing the Animal Control Services would be detrimental to Lake Worth, its representatives, the Animal Shelter, or the other animals at the Animal Shelter.

ARTICLE 3.
LAKESIDE'S OBLIGATIONS

3.1 Lakeside shall fully cooperate with Lake Worth in the provision of Animal Control Services, including but not limited to, furnishing: any and all information in its possession about the ownership of an animal, including rabies vaccination certificates maintained by any department of Lakeside; any history of the animal; the name and address of any person reporting an animal bite or scratch; the name and address of any possible victims of an animal bite or scratch; and the name and address of any person believed to own an animal which Lakeside has called Lake Worth to capture or remove.

3.2 Lakeside agrees to assist with the apprehension of any animal in appropriate situations if reasonably requested by Lake Worth.

3.3 Lakeside will be responsible for filing all criminal or civil charges, in the appropriate court, for any violations of Lakeside's rules and regulations or for any violations of state law, at the sole discretion of Lakeside.

3.4 The parties agree that Lake Worth will not provide any of the Animal Control Services until Lakeside has adopted ordinances that are similar to Lake Worth's ordinances governing animal control so that the animal control officers of Lake Worth will have a uniform set of laws to apply and enforce.

ARTICLE 4.
CONSIDERATION AND FEES

Lakeside agrees that Lake Worth may charge, or cause to be charged, the fees set out in Article 2.1500 of Lake Worth's Code of Ordinances, as amended, to the owners of animals for impoundment, quarantine, and boarding, as well as veterinary bills and other fees that are due. If an animal's owner pays the fees incurred by Lake Worth, then Lake Worth will not charge Lakeside for the fees; however, in the event the fees are not paid by the owner of the animal, Lakeside will be responsible for the fees. A check written by an owner in payment of fees is considered a contingent payment, and if the check is dishonored, the check will not be considered payment. Lake Worth will provide Lakeside with an itemized bill, and Lakeside agrees to promptly pay such bills within 30 days of receipt.

ARTICLE 5.
REPORTS

Lake Worth shall provide to Lakeside, upon request, a copy of any report not confidential by law or contract, which it may be required to prepare and submit to any federal, state, or other jurisdiction in the course of its animal and rabies control activities. Lake Worth shall also render to Lakeside at reasonable intervals, such reports and accounting as Lakeside from time to time

may require; provided however, if such request becomes burdensome, Lake Worth may invoice for the cost of preparation of such reports.

ARTICLE 6. JURISDICTION

By this Agreement, Lakeside grants full and complete authorization and jurisdiction to Lake Worth's Animal Control Officers for the enforcement of all applicable state and municipal laws and ordinances involving animal control within Lakeside's corporate limits, including the authority, but not the obligation, to issue citations and to make appearances in Lakeside's municipal courts.

ARTICLE 7. TERM, TERMINATION, AND RENEWAL

7.1 Term and Renewal. This Agreement shall be effective from the full execution of this Agreement by the parties and continuing thereafter through September 30, 2019. This Agreement may be renewed annually thereafter for additional one (1) year terms upon approval by both parties.

7.2 Termination. This Agreement may be terminated by either party for any reason upon 30 days written notice to the other party. All costs and liabilities incurred by Lake Worth on behalf of Lakeside prior to the termination shall be the responsibility of the Lakeside.

ARTICLE 8. LIABILITY

8.1 Responsibility for Claims. The parties agree, to the extent authorized by law and without waiving any immunity, right, protection, or defense to which a party may be entitled, that each party shall only be responsible for any claims for damages, costs, and expenses to a person or persons or property arising from or caused by the act or omission of its respective officials, agents, representatives, and employees in the performance of this Agreement, including but not limited to their acts of negligence or omission, but only to the extent the party would otherwise be liable under law.

8.2 Joint Liability. In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the state of Texas, without, however waiving any governmental immunity, right, protection, or defense available to any party individually under Texas law. Each party shall be responsible for its sole negligence. The provisions of this section are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE 9. INDEPENDENT CONTRACTOR

Lake Worth shall be responsible for the Animal Control Services contemplated under this Agreement. Lake Worth shall supply all materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of Animal Control Services. Lake Worth shall have ultimate control over the execution of the work under this Agreement. Lake Worth shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees.

**ARTICLE 10.
GENERAL PROVISIONS**

10.1 Severability. The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.

10.2 Multiple Originals. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

10.3 Authorization. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

10.4 Governing Law and Venue. The Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in a State District Court of Tarrant County, Texas.

10.5 Entire Agreement. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

10.6 Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Lake Worth, to:	City of Lake Worth, Texas Attn: City Manager 3805 Adam Grubb Lake Worth, TX 76135
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If intended for Lakeside, to:	Town of Lakeside
-------------------------------	------------------

Attn: Town Administrator
9830 Confederate Park Rd.
Lakeside, TX 76108

10.7 Waiver. No waiver or modification of this Agreement or of any rights or obligations hereunder shall be valid or binding, unless and until it is in a writing expressly providing for such waiver or modification in clear and unequivocal terms and signed by the party or parties to be charged.

10.8. Attorney's Fees. In the event it should become necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs of court.

CITY OF LAKE WORTH, TEXAS

Stacey Almond, City Manager

Date: _____

TOWN OF LAKESIDE, TEXAS



Norman Craven, Town Administrator

Date: 12/13/2018



Lake Worth City Council Meeting – January 8, 2019

Agenda Item No. F.2

FROM: Barry Barber, Director of Building Development Services

ITEM: Discuss and consider Resolution No. 2019-01, appointing Kelli Stuard to Place 5 of the Animal Shelter Advisory Committee with the term expiring October 1, 2021.

SUMMARY:

Mrs. White submitted a letter of resignation for her position on the Animal Shelter Advisory Committee effective December 17, 2018.

An application from Kelli Stuard (citizen) has been submitted to fill the remaining term of vacant Place 5. The term will expire on October 1, 2021.

The following have submitted application for consideration of appointment:

ANIMAL SHELTER ADVISORY COMMITTEE

Appointments for consideration:

Place 5 (citizen) Kelli Stuard

Term expires

October 1, 2021

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Resolution No. 2019-01
2. Cessa White Resignation Letter
3. Animal Shelter Advisory Committee Application

RECOMMENDED MOTION OR ACTION:

Move to approve Resolution No. 2019-01, appointing Kelli Stuard to Place 5 of the Animal Shelter Advisory Committee with the term expiring October 1, 2021.

RESOLUTION NO. 2019-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH; APPOINTING MEMBERS TO THE ANIMAL SHELTER ADVISORY COMMITTEE; ESTABLISHING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Council appoints members of the public to serve on various boards, commissions, and committees; and

WHEREAS, appointed members serve a two-year term, unless appointed to fulfill an unexpired term; and

WHEREAS, annual appointment terms consist of Places 1, 3 and 5 being appointed in odd-numbered years and Places 2 and 4 being appointed in even-numbered years; and

WHEREAS, each member serves until their successor has been duly appointed and qualified; and

WHEREAS, the application for appointment has been submitted for consideration by the City Council.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS:

SECTION 1. The following member has been submitted for nomination and approved by a majority of the City Council.

Animal Shelter Advisory Committee

Kelli Stuard

Place 5

Term expiring October 1, 2021

PASSED AND APPROVED this the 8th day of January, 2019.

CITY OF LAKE WORTH

By: _____
Walter Bowen, Mayor

ATTEST:

Monica Solko, City Secretary

Suzanne Meason

From: Geoffrey White [REDACTED]
Sent: Monday, December 17, 2018 9:05 AM
To: Suzanne Meason
Cc: Stacey Almond
Subject: Lake Worth Animal Advisory Board

Barry Barber
Suzanne Meason

I will be resigning and stepping down effective December 17th, 2018 from my volunteer duty with the Lake Worth Animal Advisory Board. Thank you for letting me be apart of this board these past few months.

Wishing the Animal Advisory Board the very best in the future.

Thank you,

Cessa White



BOARD/COMMISSION CANDIDATE APPLICATION

Name: Kelli Stuard		
Home Address: 16336 Lakeside Dr		
Spouse's Name: GARY Stuard		
Home Phone: N/A		Cell Phone: 817-253-5931
Resident since: 2012		E-Mail: Kellimcraff@gmail.com
Employer: N/A Retired		Years:
Occupation:		E-Mail:
Previous	Street Address	
Residence	City	State Zip

**I am interested in serving on (check one or more)

☒ Animal Shelter Advisory Committee

☐ Board of Adjustment

☐ Planning & Zoning Commission

☐ Other

Previous and current volunteer/community service:

Please specify membership and give title and dates, and/or employment with all boards, commissions, corporations, non-profit entities, agencies, or other entities on any other government board or commission that you have held.

Additional information may be attached.

LakeWorth Police Auxillary - Sergeant of Arms

What do you hope to accomplish by serving on a board or commission?

I hope to do what I can do to help.

I Love Animals And will enjoy being around them.



BOARD/COMMISSION CANDIDATE APPLICATION

Background

Do you, your spouse or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service?

_____ Yes ✓ No

If yes, explain: _____

What is your occupational experience? _____

Employed at Lake Worth National Bank from 1982 - 1999
DYN CORP - 1999 - 2004

Areas of Interest: _____

Lake Worth Police Auxillary
Involved in Church / help with childrens Sunday School
Helping with grandchildren and attending their activities

What else would you like to tell us about yourself? _____

I have 1 daughter, 2 step
children, 4 grandchildren. I like spending time with
friends and love my dogs.

Applicant Signature

Kevin Stuard

Date

1-3-2019

Return completed form to:

City of Lake Worth, Attn: City Secretary
3805 Adam Grubb

or via e-mail or fax to:

Lake Worth, Texas 76135
E-Mail: citysecretary@lakeworthtx.org
Fax (817) 237-9684

Applications are kept on file for a period of one (1) year. After that time it will be necessary to reapply and update the information herein if you wish to be considered for appointment.

By signing above, you certify that all information on this form is represented accurately. The applicant authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein. All information provided is considered public pursuant to the Texas Public Information Act.

For City Secretary's Use Only

Date Appointed _____

Date application received _____

Term Expiring _____

Received by _____

Appointed to Place _____

1/2/19
[Signature]

Lake Worth City Council Meeting – January 8, 2019

Agenda Item No. F.3

From: Kelly McDonald, Purchasing Coordinator/Risk Manager

Item: Discuss and consider award of bid to Southlake Leasing & Management (Regent Services) for janitorial service for the City of Lake Worth and authorize the City Manager to execute the contract.

Summary:

The City solicited proposals for general janitorial services, with an option to provide window and carpet cleaning services on a quarterly basis, for the Municipal Complex and Multi-Purpose Facility for a 22-month term and an option to renew for two (2) additional 12-month terms. Southlake Leasing & Management, Kemp & Sons, Vanguard Cleaning Systems, and Oriental Building Services responded with bids.

Vanguard Cleaning System officially withdrew on December 17, 2018, stating that they were unable to fulfill the security requirements set forth in the RFP. Regent Services was the second lowest bidder that submitted a proposal to the City, and they have completed the required security requirements.

Fiscal Impact:

The City would incur a monthly cost of \$1,940 which extends to \$42,680 for the entire length of the 22-month contract. Optional services of window cleaning and/or carpet cleaning would be billed to the City only at the time the requested service is performed.

Attachments:

1. 2018.02 Bid Tabulation (Bid #2018-02)
2. Notice of Withdraw, Vanguard Cleaning Systems
3. Regent Services Contract

Recommended Motion or Action:

Move to approve award of bid to Southlake Leasing & Management (Regent Services) for janitorial services for the City of Lake Worth and authorize City Manager to execute the contract.

Criteria	Southlake Leasing & Management (Regent Services)	Kemp & Sons	Vanguard Cleaning Systems	Oriental Building Services
ALL DOCUMENTATION PROVIDED AND SIGNED	NO - ADDRESS NOT INCLUDED ON SIGNATURE PGS	YES	YES	YES
HUB	NO	YES - MINORITY AND FEMALE	NO	YES - MINORITY AND DISADVANTAGED
LOCAL VENDOR (TARRANT COUNTY AREA)	FORT WORTH	FORT WORTH, TEXAS	ARLINGTON, TEXAS	DALLAS, TEXAS
INSURANCE REQUIREMENT MET	YES	YES	YES	YES
FINANCIAL REQUIREMENT MET	YES	YES	YES	YES
POLICE DEPARTMENT (PRICING, TWICE WEEKLY)	\$144.00	\$273.34	\$72.52	\$94.00
CITY HALL (WEEKLY)	\$32.00	\$68.34	\$43.88	\$36.00
CITY ADMINISTRATIVE OFFICES (WEEKLY)	\$26.00	\$68.34	\$45.03	\$33.00
COUNCIL CHAMBERS (WEEKLY)(FRIDAY BEFORE 2ND TUESDAY OF EACH MONTH)	\$16.00	\$81.29	\$16.16	\$20.00
SENIOR (THREE TIMES WEEKLY)	\$69.00	\$260.13	\$97.47	\$174.00
LIBRARY (THREE TIMES WEEKLY)	\$108.00	\$260.13	\$71.58	\$180.00
MULTI PURPOSE (ALL)(THREE TIMES WEEKLY)	\$90.00	\$121.38	\$25.41	\$240.00
MP ROOM 1 (THREE TIMES WEEKLY)	\$30.00	\$30.36	\$15.00	\$75.00
MP ROOM 2 (THREE TIMES WEEKLY)	\$30.00	\$30.36	\$15.00	\$75.00
MP ROOM 3 & KITCHEN (THREE TIMES WEEKLY)	\$30.00	\$60.72	\$28.86	\$90.00
WEEKLY COST PER LOCATION TOTALS	\$485.00	\$1,132.95	\$430.91	\$777.00
*WINDOW CLEANING (QUARTERLY)	MINIMUM \$250 FOR WINDOW CLEANING	NO MINIMUM LISTED	NO MINIMUM LISTED	NO MINIMUM LISTED
POLICE DEPARTMENT	\$115.00	\$946.00	ENTIRE COMPLEX	\$75.00
CITY HALL	\$65.00	\$473.00	\$200.00	\$50.00
CITY ADMINISTRATIVE OFFICES	\$50.00	\$473.00		\$45.00
COUNCIL CHAMBERS	\$20.00	\$563.00		\$30.00
SENIOR CENTER	\$35.00	\$600.00	ENTIRE COMPLEX	\$75.00
LIBRARY	\$75.00	\$600.00	\$80.00	\$75.00
MULTI PURPOSE	\$40.00	\$280.00		\$50.00
*CARPET CLEANING (QUARTERLY)	MINIMUM \$250 FOR CARPET CLEANING	NO MINIMUM LISTED	NO MINIMUM LISTED	NO MINIMUM LISTED
POLICE DEPARTMENT	.20/SF	\$3,310.00	ENTIRE COMPLEX	\$175.00
CITY HALL	.20/SF	\$1,655.00	\$1,015.00	\$75.00
CITY ADMINISTRATIVE OFFICES	.20/SF	\$1,655.00		\$50.00
COUNCIL CHAMBERS	.20/SF	\$1,968.00		\$65.00
SENIOR CENTER	.20/SF	\$2,100.00	ENTIRE COMPLEX	\$100.00
LIBRARY	.20/SF	\$2,100.00	\$1,592.00	\$350.00
MULTI PURPOSE	.20/SF	\$980.00		\$480.00
General Services Sub Totals				
Monthly Cost (4 wks per month)	\$1,940.00	\$4,531.80	\$1,866	\$3,108.00
Yearly Cost	\$23,280.00	\$54,381.60	\$22,390.08	\$37,296.00
Initial Contract Cost (22 months) Totals	\$42,680.00	\$99,699.60	\$41,048.49	\$68,376.00
Contact Length (22 months w/ additional 2 yr. Option)(46 Month Full Term)	\$89,240.00	\$208,462.80	\$85,828.65	\$142,968.00

Kelly McDonald

From: Chris Gilliam <cgilliam@vanguardcleaning.com>
Sent: Friday, December 21, 2018 7:49 AM
To: Kelly McDonald; Daniel Soland
Subject: RE: Proposal withdrawal

Kelly,

Thank you for the email and we apologize for any inconvenience. The stringency of the background check really concerned our crews, being that any thing other than a traffic ticket would be a disqualifier. Our crews were concerned of the ongoing issue of having to replace crew members when they needed to replace was too much of a hinderance. We have good people and have standards that they must meet, but hopefully you understand the problems and extra work this puts on our crews.

Thank you for the opportunity and we apologize this did not work out. If you would like to discuss on the phone, my direct number is 817-856-2762.

CHRIS GILLIAM - Owner/General Manager

DALLAS-FORT WORTH OFFICE

2201 Brookhollow Plaza Drive

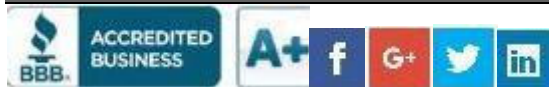
Suite 445

Arlington TX 76006

[d] 817.856.2762

[o] 972.479.9800

[f] 972.386.0328



From: Kelly McDonald [mailto:kmcdonald@lakeworthtx.org]
Sent: Thursday, December 20, 2018 5:38 PM
To: Daniel Soland
Cc: Chris Gilliam
Subject: RE: Proposal withdrawal
Importance: High

Mr. Soland,

Since all parties signed a contract for services, we will need a letter from Vanguard withdrawing from the contract with the reasons why. Please let me know if you have any questions or concerns.

Thank you,
Kelly McDonald
Purchasing Coordinator/Risk Manager

City of Lake Worth

(817) 237.1211 Ext 106

3805 Adam Grubb

Lake Worth, Texas 76135

kmcdonald@lakeworthtx.org

www.lakeworthtx.org



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From: Daniel Soland <dsoland@vanguardcleaning.com>

Sent: Monday, December 17, 2018 12:13 PM

To: Kelly McDonald <kmcdonald@lakeworthtx.org>

Cc: Chris Gilliam <cgilliam@vanguardcleaning.com>

Subject: Proposal withdrawal

Hello Kelly

Per our conversation on the phone. I apologize that Vanguard is withdrawing our proposal for cleaning your facilities due to not being able to find a crew. I do thank you for the opportunity that you gave us to participate in the process. All the best

Dan

DAN SOLAND - Field Consultant

DALLAS-FORT WORTH OFFICE

2201 Brookhollow Plaza Drive

Suite 445

Arlington TX 76006

[d] 817.856.2764

[o] 972.479.9800

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Texas Open Records Act and may be disclosed to the public upon request. Please respond accordingly.** Thank you.

Professional Janitorial Service Proposal

Prepared for:



Request for Proposal

City of Lake Worth

Attn: Kelly McDonald

Submitted By:



"Helping Texas Shine One Building at a Time!"

Regent Services

Thomas McDaniel, Senior Director
101 St. Louis Ave
Fort Worth, Texas 76104
T: 817-984-1761
C: 817-201-5213
tmcdaniel@regentsvc.com

Bryan Walsh, Owner
101 St. Louis Ave
Fort Worth, Texas 76104
T: 817-984-1761
C: 817-229-5543
bryan@regentsvc.com

December 20, 2018

Regent Services
101 St Louis Ave
Fort Worth, Texas 76126

December 20, 2018

Kelly McDonald
City of Lake Worth

Subject: Weekly Janitorial Services for the City of Lake Worth

Thank you for allowing Regent Services to prepare a professional flooring refinishing service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. *So again, thanks!*

Here are a few important highlights:

Before we start... All of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

During the start... We know a seamless, no-hassle start-up is important to every customer. So, at Regent Services, we combine up-front preparation and training with strong management and direction to ensure a smooth, successful startup.

After the start... A systematic approach to keep your building looking good! At Regent Services, we offer strong management and quality control to plan for, and not lose track of, the many necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,

Thomas McDaniel
Senior Director
Regent Services



Janitorial Services Proposal

General

Regent Services agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. Regent Services agrees to furnish such special services for a period of one year, the dates yet to be agreed upon.

Compensation

General Cleaning					
Location	Cleaning Days	Amount Per Cleaning	# of Weekly Visits	Weeks Per Month	Weekly Pricing
Police Department	Wednesday & Friday	\$72.00	2	4	\$144.00
City Hall	Wednesday	\$32.00	1	4	\$32.00
City Administrative Offices	Wednesday	\$26.00	1	4	\$26.00
Council Chambers	Wednesday	\$16.00	1	4	\$16.00
Senior Citizens Center	Monday, Wednesday, Friday	\$23.00	3	4	\$69.00
Library	Monday, Wednesday, Friday	\$36.00	3	4	\$108.00
Multi-Purpose Facility	Monday, Wednesday, Friday	\$30.00	3	4	\$90.00
Multi-Purpose Room 1	Monday, Wednesday, Friday				
Multi-Purpose Room 2	Monday, Wednesday, Friday				
Multi-Purpose Room 3 & Kitchen	Monday, Wednesday, Friday				
Additional Cleaning					
Location	Exterior Windows (Quarterly)	Carpet Cleaning (Commercial Grade) (Upon Request)			
Police Department	\$115.00	\$0.20/SF			
City Hall	\$65.00	\$0.20/SF			
City Administrative Offices	\$50.00	\$0.20/SF			
Council Chambers	\$20.00	\$0.20/SF			
Senior Citizens Center	\$35.00	\$0.20/SF			
Library	\$75.00	\$0.20/SF			
Multi-Purpose Facility	\$40.00	\$0.20/SF			

NOTE: Pricing pertaining to the entire Multi-Purpose Facility will need to be provided as well as per multi-use room. At times this location is utilized by the public after hours. On days it is occupied, cleaning of the unavailable area will not be permitted. In the event the rooms are not available for cleaning the monthly invoice will need to reflect the specific Multi-Purpose rooms that were cleaned including dates charged at the individual cost.

Service Schedule

Special service operations described in this comprehensive program will be performed one-time basis.

The cleaning crew will observe holidays observed by the customer. Regent Services is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

Invoicing

All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the 1st of each month. Payment policy is net 30 days.

Supervision

Adequate personnel and supervision will be furnished to ensure quality service. On Site Management, if requested, will be billed back as an ad hoc service.

Supplies

Regent Services will furnish and bill back at cost all consumable products inclusive of but not limited to: toilet tissue, hand towels, trash liners, hand soap and feminine products. If desired, Regent Services can provide these products and invoice them separately.

Regent Services will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc.

Equipment

Regent Services will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

Regent Services will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

Insurance

Regent Services will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage
- Workers' Compensation

Employee Status

Personnel supplied by Regent Services are deemed employees of Regent Services and/or approved subcontractors of Regent Services and will not for any purpose be considered employees or agents of the customer.

Equal Opportunity Employer

Regent Services is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

Our Philosophy

We deliver the highest standard in janitorial and building maintenance services to our customers throughout the DFW metroplex each and every day. We offer our customers immediate and direct access to decision makers in order to rapidly address issues and concerns, while supporting our customers and meeting their expectations with weekly quality control inspections and 24/7 account management response. Our responsiveness and dedication to resolving problems are just a few of the many reasons why Regent Services enjoys an exceptional renewal rate and an average customer life that significantly exceeds the industry average.

Term

The Term of this agreement shall be for a period of twenty-two (22) months and with Lake Worth's option and approval by City Council, the contract may be renewed for two (2) additional one (1) years periods. Prices are to remain firm for the length of the contract.

Cancellation

This agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.

Agreement

This Agreement ("this Agreement") is made and entered into as of _____, 20____, by and between Regent Services, with its principal place of business located at 101 St Louis Ave, Fort Worth, Texas 76104 and The City of Lake Worth.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

Regent Services

By: _____

Name: _____

Date: _____

Title: _____

The City of Lake Worth

By: _____

Name: _____

Date: _____

Title: _____

Lake Worth City Council Meeting – January 8, 2019

Agenda Item No. F.4

From: Debbie Whitley, Asst. City Manager/Director of Finance

Item: Discuss and consider Ordinance No. 1132 amending the FY 2018-2019 budget for General and Water/Sewer Funds.

Summary:

Of the capital purchases and projects approved as part of the fiscal year 2017-2018 budget, those listed on the attached spreadsheet were not completed. Per prior City Council direction, unused funding was recorded as Committed Fund Balance as of September 30, 2018. This budget amendment is to add the unused amounts to the appropriate expense accounts and add Use of Prior Year Committed Fund Balance as the revenue source to offset the expenses.

Although the unspent funding approved for the Force Main project is \$3,257,170, the budget amendment being requested is only \$2,625,000. The bid recommended to City Council for approval in item E.1 was \$2,456,000 and an additional amount of \$169,000 is being requested to cover remaining engineering costs and any contingencies that may arise during the project. Once the project is complete, staff will request further direction from Council to address uses for any remaining committed fund balance for the Force Main.

The budget amendment also includes the addition of revenue and expenses to the Water/Sewer Fund for the Hiawatha Trail utilities project that is being funded by, and is included in the 2018/2019 budget for, the General Fund.

Fiscal Impact:

General Fund – \$3,397,896 increase in budgeted revenues and expenses (net zero)

Water/Sewer Fund – \$956,302 increase in budgeted revenues and expenses (net zero)

Attachments:

1. Committed Fund Balance spreadsheet
2. Ordinance No. 1132 amending FY 2018-2019 Budget for General and Water/Sewer Funds

Recommended Motion or Action:

Move to approve Ordinance No. 1132 amending the FY 2018-2019 budget for General and Water/Sewer Funds.

CITY OF LAKE WORTH
COMMITTED FUND BALANCES
AS OF OCTOBER 1, 2018

GENERAL FUND

Project/Purchase Description	FY 2018			FY 19 Committed Fund Bal (CFB)	G/L Account Code	
	Budget	Actual	Misc Amt		Exp	CFB
Records Storage Bldg	339,795.00	1,200.00	26,685.00	365,280.00	100 825 505	100 3521
<u>Fire Vehicles</u>						
Fire Engine	700,000.00	737,689.60	67,000.00	29,310.40		
Fire Marshal Truck	54,000.00			54,000.00		
Total Fire Vehicles	754,000.00	737,689.60	67,000.00	83,310.40	100 805 515	100 3522
FD Bay Improvements (Exhaust, insulation, heater)	72,000.00	51,900.00	(15,025.00)	5,075.00	100 811 515	100 3523
Force Main	2,353,000.00	193,080.00	1,097,250.00	3,257,170.00	100 830 580	100 3524
Brazos ticket writer system	50,000.00			50,000.00	100 802 510	100 3525
Ford F250-Parks Dept	30,272.00			30,272.00	100 805 540	100 3526
Ford F150-Maint Dept	26,659.00			26,659.00	100 805 545	100 3527
Animal Cntrl Bldg Foundation	100,000.00	1,340.00		98,660.00	100 811 560	100 3528
Truck-Permits	25,000.00			25,000.00	100 805 570	100 3529
Zoning/Sub-Div Ordinance	120,000.00	31,360.00		88,640.00	100 571 570 020	100 3530

Miscellaneous Amount Explanations

Records Storage Bldg	Assigned fund balance from previous year moved to Committed fund balance
Fire Engine	Old engine trade value
FD Bay Improvements	Bay exhaust system under budget by \$16,600; insulation & heater over budget by \$1,575
Force Main	Funds for purchase of property reallocated to force main project

The above does not include ALL General Fund Committed Fund Balances, only those whose use is being requested to offset increases in expenses for the budget amendment being presented to City Council on January 8, 2019.

CITY OF LAKE WORTH
COMMITTED FUND BALANCES
AS OF OCTOBER 1, 2018

WATER/SEWER FUND

Project/Purchase Description	FY 2018			FY 19 Committed Fund Bal (CFB)	G/L Account Code	
	Budget	Actual	Misc Amt		Exp	CFB
Ford F350-Water Distribution	43,042.00			43,042.00	200 805 710	200 3500
Chloramine Conversion Project	144,300.00	15,040.00		129,260.00	200 850 700	200 3501
I & I Study	100,000.00			100,000.00	200 560 720	200 3502

ORDINANCE NO. 1132

AN ORDINANCE OF THE CITY OF LAKE WORTH, TEXAS, ADOPTING A BUDGET AMENDMENT TO THE ORIGINAL OPERATING BUDGET OF THE CITY OF LAKE WORTH, TEXAS, FOR THE FISCAL YEAR 2018/2019; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Ordinance No. 1124, the City Council of the City of Lake Worth, Texas, adopted its budget for FY 2018/2019; and

WHEREAS, after a review of the current budget, the City Council has determined that the budget for the General and Water/Sewer Funds require amendment; and

WHEREAS, Section 102.010 of the Local Government Code and Section 5.01 of the Lake Worth City Charter allow the City Council to make changes to the budget for municipal purposes; and

WHEREAS, the City Council desires to amend Ordinance No.1124 to reflect a supplemental appropriation and/or transfer in the fiscal year 2018/2019.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS:

Section 1: The original operating budget for the General Fund for FY 2018/2019 for the City of Lake Worth, Texas are hereby amended as detailed in Attachment A.

Reason (pursuant Section 5.01(e) of the City Charter, as amended):
The budget amendment is required to reflect expenses and use of committed fund balance in the General and Water/Sewer Funds for capital projects and purchases approved in the 2017/2018 budget that were not completed as of September 30, 2018, and to include the Hiawatha Trail utilities project in the Water/Sewer Fund budget

Section 2: A true and correct copy of this ordinance showing the approved budget amendments shall be filed with the City Secretary and in the office of the County Clerk of Tarrant County, Texas, as required by Section 102.009 of the Local Government Code. In addition, the City Secretary is hereby directed to ensure that a true and correct copy of the approved budget amendment is posted on the City's website.

Section 3: In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Lake Worth, Texas, declares that it would have passed each and every part

of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4: This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED on this the 8th day of January 2019.

CITY OF LAKE WORTH

By: _____
Walter Bowen, Mayor

ATTEST:

Monica Solko, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney

APPROVED AS TO CONTENT:

Debbie Whitley, ACM/Director of Finance

**CITY OF LAKE WORTH
ORDINANCE NO. 1132
ATTACHMENT A**

Add:

\$3,397,896 to General Fund Revenues

100 4997 000 000	Use of Prior Yr Committed FB	3,397,896
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\$3,397,896 to General Fund Expenses

100 0825 505 000	Buildings	365,280
100 0805 515 000	Motor Vehicles	83,310
100 0811 515 000	Building Improvements	5,075
100 0830 580 000	Force Main (Hwy 199)	2,625,000
100 0802 510 000	Equipment	50,000
100 0805 540 000	Motor Vehicles	30,272
100 0805 545 000	Motor Vehicles	26,659
100 0811 560 000	Building Improvements	98,660
100 0805 570 000	Motor Vehicles	25,000
100 0571 570 020	Sub-division/Zoning Ordinance	88,640

Add:

\$956,302 to Water/Sewer Fund Revenues

200 4904 000 000	Transfer In-Other Funds	272,302
200 4997 000 000	Use of Prior Yr Committed FB	684,000

\$956,302 to Water/Sewer Fund Expenses

200 0815 710 000	Capital Water Line Improvements	684,000
200 0805 710 000	Motor Vehicles	43,042
200 0850 700 000	Chloramine Project	129,260
200 0560 720 000	I & I Study	100,000