

CITY OF LAKE WORTH

CITY COUNCIL AGENDA

**3805 ADAM GRUBB
LAKE WORTH, TEXAS 76135
TUESDAY, JUNE 12, 2018**

REGULAR MEETING: 6:30 PM

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 May 8, 2018 City Council meeting.](#)

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

- B.3 [Approve Ordinance No. 1114, reappointment of Craig A. Magnuson as an Associate Municipal Court Judge of Record for a term of two years.](#)

C. PUBLIC HEARINGS

No items for this category.

D. PLANNING AND DEVELOPMENT

No items for this category.

E. PUBLIC WORKS

No items for this category.

F. GENERAL ITEMS

- F.1 [Discuss and consider approval of a license and services agreement with Tyler Technologies in the amount not to exceed \\$47,859.21.](#)
- F.2 [Discuss and consider Resolution No. 2018-22, approving the Property Enhancement Incentives Policy.](#)
- F.3 [Discuss and consider selection of the MedStar subsidy rate for the City of Lake Worth for FY 2018-2019.](#)
- F.4 [Discuss and consider authorizing a part-time internship position to assist in the implementation of the City's Records Management Program at a cost not to exceed \\$6,000.](#)
- F.5 [Discuss and consider approval of a professional services agreement for water and sewer rate study with Carolyn Marshall, CPA and authorize the City Manager to execute the proposal.](#)
- F.6 [Discuss and consider action regarding Council acceptance of the resignation of Gene Ferguson, City Council Place 3.](#)
- F.7 [Discuss and consider action regarding filling the unexpired term of City Council Place 3.](#)

G. MAYOR AND COUNCIL ITEM(S)

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

H. STAFF REPORT(S) / ANNOUNCEMENT(S)

H.1 Planning and Development Report(s):

1. Update Shred Event
2. [Code Enforcement Initiative](#)

H.2 Public Works Report(s):

1. Update City Projects

I. 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.1 [Pursuant to Section 551.072: Deliberate the purchase, exchange, lease or value of real property located at 4200 White Street.](#)

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

K. ADJOURNMENT

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

Certification

I do hereby certify that the above notice of meeting 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, June 8, 2018 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 – June 12, 2018

Agenda Item No. B.1

FROM: Monica Solko, City Secretary

ITEM: Approve minutes of the May 8, 2018 Regular City Council meeting.

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. May 8, 2018 City Council minutes

RECOMMENDED MOTION OR ACTION:

Approve minutes of the May 8, 2018 Regular City Council meeting.

**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, MAY 8, 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.

Council member Stuard gave the invocation. Attendees recited the pledge of allegiance.

A.2 ROLL CALL.

Present:	Walter Bowen	Mayor
	Geoffrey White	Mayor Pro Tem, Place 2
	Jim Smith	Council, Place 1
	Gene Ferguson	Council, Place 3
	Ronny Parsley	Council, Place 4
	Pat O. Hill	Council, Place 5
	Gary Stuard	Council, Place 6
	Clint Narmore	Council, Place 7
Staff:	Stacey Almond	City Manager
	Debbie Whitley	Assistant City Manager/Finance Director
	Monica Solko	City Secretary
	Drew Larkin	City Attorney
	Mike Christenson	Fire Chief
	JT Manoushagian	Police Lieutenant
	Sean Densmore	Public Works Director
	Barry Barber	Building Development Director
	Suzanne Meason	Planning and Zoning Administrator

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

A.3.1 SPECIAL PRESENTATION COLESON'S F.R.O.G. EVENT UPDATE

Julie Young the founder of Coleson's F.R.O.G. gave a presentation on the history of the foundation and the assistance they offer to those in need. She thanked the City Council and City staff for the continued support and help with the event.

A.3.2 WELCOME AND INTRODUCTION – PUBLIC OFFICIAL, PUBLIC EMPLOYEE OR CITIZEN.

Fire Chief Christenson introduced newly hired fire fighters Michael Moss, Charles Singleton and Justin Burns. Fire Chief Christenson and City Manager Stacey Almond recognized the following fire employees for the completion of Hazmat Tech certification: Preston Ward, Charles Singleton, Michael Strength, Colby Craver, Pete Cummins, and Joe Hamilton and recognition of Animal Control Officer, Felicia Bratcher for completion of Advanced Animal Control Officer certification.

A.3.3 PRESENTATION – CERTIFICATES OF ELECTION AND ADMINISTER OATHS OF OFFICE TO ELECTED COUNCIL MEMBER PLACES 1, 3, 5, AND 7.

City Secretary Monica Solko presented the item. Pursuant to the Election Code, the City was able to cancel their general election due to the candidates for Places 1, 3, 5, and 7 being unopposed. At the March 13, 2018 meeting, Council approved Resolution No. 2018-07, canceling the election and declaring the candidates elected to office. Ms. Solko administered the oaths of office to Council members Smith, Ferguson, Hill and Narmore.

A.4 CITIZEN PRESENTATION / VISITOR COMMENTS

There were no requests to speak from the public.

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 APRIL 10, 2018 CITY COUNCIL MEETING.

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

B.3 APPROVE AN INTERLOCAL AGREEMENT FOR ADMINISTRATIVE COST FUNDING FOR THE TARRANT COUNTY TRANSPORTATION SERVICES SECTION 5310 PROGRAM WITH THE FORT WORTH TRANSPORTATION AUTHORITY FROM MAY 1, 2018 THROUGH APRIL 30, 2019 AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAME.

B.4 APPROVE THE AUDIT ENGAGEMENT LETTER FROM SNOW GARRETT WILLIAMS, CERTIFIED PUBLIC ACCOUNTANTS FOR AUDIT SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018 AND AUTHORIZE THE CITY MANAGER TO SIGN THE DOCUMENT.

B.5 APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH DUNAWAY ASSOCIATES, LP FOR THE ZONING AND SUBDIVISION REGULATIONS, IN AN AMOUNT NOT TO EXCEED \$110,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.

A MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY COUNCIL MEMBER FERGUSON TO APPROVE THE CONSENT AGENDA.

MOTION TO APPROVE CARRIED 7-0.

C. APPOINTMENTS

**C.1 DISCUSS AND CONSIDER APPOINTMENT OF MAYOR PRO TEM.
APPROVED**

Mayor Bowen opened the nominations for Mayor Pro Tem. Council member Ferguson nominated Council member Narmore. Council member Smith nominated Council member White. Mayor Bowen closed nominations

Mayor Bowen called for those in favor of Council member Narmore.

COUNCIL MEMBERS FERGUSON, PARSLEY, HILL AND NARMORE VOTING IN FAVOR OF COUNCIL MEMBER NARMORE.

Mayor Bowen called for those in favor of Council member White.

COUNCIL MEMBERS SMITH, WHITE AND STUARD VOTING IN FAVOR OF COUNCIL MEMBER WHITE.

APPROVED 4-3, COUNCIL MEMBER NARMORE APPOINTED AS MAYOR PRO TEM.

D. PUBLIC HEARINGS

D.1 PUBLIC HEARING TO CONSIDER PLANNING & ZONING CASE NO. PZ-2018-03, A PROPOSED REPLAT BEING ALL 0.609-ACRE PARCEL(S) OF LAND KNOWN AS BLOCK 25, LOT 3 (SOUTH HALF) AND LOT 4, INDIAN OAKS SUBDIVISION OF THE RECORDS OF TARRANT COUNTY, TEXAS. THE PROPOSED REPLAT'S NEW LEGAL DESCRIPTION WILL BE BLOCK 25, LOT(S) 3R AND 4R, INDIAN OAKS SUBDIVISION, COMMONLY KNOWN AS 3300 MOHAWK TRAIL (LOT 4R) AND 3308 MOHAWK TRAIL (LOT 3R), LAKE WORTH, TEXAS. (THE PLANNING & ZONING COMMISSION RECOMMENDED APPROVAL BY A VOTE OF 7-0.)

APPROVED

Mayor Bowen opened the public hearing and called on Suzanne Meason to present the item.

Planning and Zoning Administrator, Suzanne Meason summarized the item. Mr. Norberto Iracheta owns the property located at 3308 Mohawk Trail (vacant lot) and is requesting to construct a residence on the property. It was discovered that Mr. Iracheta's lot was not properly subdivided via a plat and is required to do so before he can build on the lot. Mr. Iracheta's lot is a portion of a lot and the other portion of the lot belongs to another property owner (Stephen Lyons). Both property owners have join in the replat. The replat was reviewed by city staff and meets all the requirements for platting. Platting is considered a ministerial duty be the governing body if it meets all requirements. The Planning & Zoning Commission recommended approval by a vote of 7-0.

Mayor Bowen called for anyone wishing to speak for or against the request to come forward.

There being no one wishing to speak, Mayor Bowen closed the public hearing and called for the motion.

A MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY MAYOR PRO TEM NARMORE TO APPROVE PZ 2018-03 AS PRESENTED.

MOTION TO APPROVE CARRIED 7-0.

D.2 PUBLIC HEARING TO CONSIDER PLANNING & ZONING CASE NO. PZ-2018-04, A PROPOSED PRELIMINARY PLAT BEING ALL OF A 0.5030-ACRE TRACT OF LAND LEGALLY KNOWN AS ABSTRACT 1552, TRACT 2HH, MOSES TOWNSEND SURVEY OF THE RECORDS OF TARRANT COUNTY, TEXAS. THE PROPOSED PRELIMINARY PLAT'S NEW LEGAL DESCRIPTION WILL BE BLOCK 1, LOT(S) 3 AND 4, MOSES TOWNSEND ADDITION, COMMONLY KNOWN AS 7229 CHARBONNEAU AND 3612 MOHAWK TRAIL, LAKE WORTH, TEXAS. (THE PLANNING & ZONING COMMISSION RECOMMENDED APPROVAL BY A VOTE OF 5-2.)

APPROVED

Mayor Bowen opened the public hearing and called on Suzanne Meason to present the item.

Planning and Zoning Administrator, Suzanne Meason summarized the item. Mr. Abifaraj is the owner of the property and desires to construct two (2) new residences. The property had a structure on it prior, which was demolished and removed. When Mr. Abifaraj contacted the City at first about building a new residence it was discovered that the property had never been platted. He was advised that he would have to plat the property prior to any new construction. In his preparation of the plat he decided that he wanted to make two (2) lots out of the property. The preliminary plat was reviewed by city staff and

the proposed lot(s) meet the city's requirements for platting. Platting is considered a ministerial duty by the governing body if it meets all requirements. The Planning & Zoning Commission recommended approval by a vote of 5-2.

Mayor Bowen called for anyone wishing to speak for or against the request to come forward.

Mr. Alan Hill, 3608 Mohawk, Lake Worth, Texas came forward. Mr. Hill is against a residence being built facing Mohawk. Mr. Hill gave Council pictures of the street and expressed his concerns for traffic and public safety entering the narrow street. Mr. Hill commented that both houses could be accessed off of Charbonneau.

Ms. Meason stated that a private drive was not allowed.

Mrs. Lynda Hill, 3608 Mohawk, Lake Worth, Texas came forward. Ms. Hill is also against a residence being built facing Mohawk. She expressed her concern for the narrow street and forcing traffic to turn around on her property.

Mr. Kelly White, 7224 Charbonneau, Lake Worth came forward. Mr. White asked if Mohawk would become a through street.

Ms. Meason stated that the Mohawk would not be a through street and the street would go into the drive way of the new residence.

Mr. Bassim Abifaraj the property owner thanked everyone for their efforts. He sympathized with the neighboring property owner and stated he was just trying to build a new residence and wanted to follow the city requirements.

Mr. Hill also spoke to Council about the importance of their decision on the property and briefly spoke on his military service and leaving his property to his children.

Mrs. Hill asked about building a duplex on the property both facing Charbonneau instead of two separate residences.

City Manager Stacey Almond stated that the property did not allow moderate density in the area.

There being no one else wishing to speak, Mayor Bowen closed the public hearing and called for the motion.

COUNCIL MEMBER FERGUSON MADE A MOTION TO TABLE THE ITEM.

City Attorney, Drew Larkin advised City Council to go into Executive Session to discuss the item.

**EXECUTIVE SESSION
PURSUANT TO SECTION 551.071: CONSULTATION WITH CITY ATTORNEY
TO SEEK LEGAL ADVICE ON THE POSTED SUBJECT MATTER OF
THIS CITY COUNCIL MEETING.**

Mayor Bowen announced at 7:13 p.m. that the Council would adjourn into Executive Session as authorized by Chapter 551, Texas Government Code, specifically Section 551.071: Consultation with City Attorney to seek legal advice on the posted subject matter of this City Council meeting. Executive Session began at 7:13 p.m. and concluded at 7:23 p.m.

Mayor Bowen reconvened into open session at 7:23 p.m.

THE MOTION TO TABLE FAILED FOR LACK OF A SECOND.

Mayor Bowen advised that the item meets all the city requirements and therefore the Council could not deny the request.

A NEW MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY COUNCIL MEMBER FERGUSON TO APPROVE PZ 2018-04 AS PRESENTED.

MOTION TO APPROVE CARRIED 6-0-1, WITH COUNCIL MEMBER SMITH, WHITE, FERGUSON, PARSLEY, STUARD AND MAYOR PRO TEM NARMORE VOTING IN FAVOR AND COUNCIL MEMBER HILL ABSTAINING.

D.3 PUBLIC HEARING TO CONSIDER PLANNING & ZONING CASE NO. PZ-2018-05, A PROPOSED FINAL PLAT BEING ALL OF A 0.5030-ACRE TRACT OF LAND LEGALLY KNOWN AS ABSTRACT 1552, TRACT 2HH, MOSES TOWNSEND SURVEY OF THE RECORDS OF TARRANT COUNTY, TEXAS. THE PROPOSED FINAL PLAT'S NEW LEGAL DESCRIPTION WILL BE BLOCK 1, LOT(S) 3 AND 4, MOSES TOWNSEND ADDITION, COMMONLY KNOWN AS 7229 CHARBONNEAU AND 3612 MOHAWK TRAIL, LAKE WORTH, TEXAS. (THE PLANNING & ZONING COMMISSION RECOMMENDED APPROVAL BY A VOTE OF 5-2.)

APPROVED

Mayor Bowen opened the public hearing and called on Suzanne Meason to present the item.

Planning and Zoning Administrator, Suzanne Meason summarized the item. This item is related to the above item D.2, Mr. Abifaraj is the owner of the property and desires to construct two (2) new residences. The final plat was reviewed by city staff and the proposed lot(s) meet the city's requirements for platting. Platting is considered a ministerial duty by the governing body if it meets all requirements. The Planning & Zoning Commission recommended approval by a vote of 5-2.

Mayor Bowen called for anyone wishing to speak for or against the request to come forward.

Mr. Kelly White, 7224 Charbonneau, Lake Worth came forward. Mr. White expressed concerns that the lot was not big enough for two houses. Ms. Meason responded that one house would face Charbonneau and the other would face Mohawk.

There being no one else wishing to speak, Mayor Bowen closed the public hearing and called for the motion.

A MOTION WAS MADE BY COUNCIL MEMBER STUARD, SECONDED BY COUNCIL MEMBER WHITE TO APPROVE ITEM D.3, PZ 2018-05 AS PRESENTED.

MOTION TO APPROVE CARRIED 6-0-1 WITH COUNCIL MEMBERS SMITH, WHITE, FERGUSON, PARSLEY, STUARD AND MAYOR PRO TEM NARMORE VOTING IN FAVOR AND COUNCIL MEMBER HILL ABSTAINING.

D.4 PUBLIC HEARING TO CONSIDER PLANNING & ZONING CASE NO. PZ-2018-06, A PROPOSED REPLAT BEING ALL OF 3.349-ACRES OF LAND KNOWN AS BLOCK 32, LOT(S) 1-4 AND 9-12, INDIAN OAKS SUBDIVISION OF THE RECORDS OF TARRANT COUNTY, TEXAS. THE PROPOSED REPLAT'S NEW LEGAL DESCRIPTION WILL BE BLOCK 32, LOT(S) LOT 1R1, 1R2, 2R1, 2R2, 3R, 4R1, 4R2, 9R1, 9R2, 10R, 11R1, 11R2, 12R1, AND 12R2, INDIAN OAKS SUBDIVISION, WHICH IS OFF SHAWNEE TRAIL, APACHE TRAIL, AND CADDO TRAIL, LAKE WORTH, TEXAS. (THE PLANNING & ZONING COMMISSION RECOMMENDED APPROVAL BY A VOTE OF 5-1-1.)

APPROVED

Mayor Bowen opened the public hearing and called on Suzanne Meason to present the item.

Planning and Zoning Administrator, Suzanne Meason summarized the item. Mr. Martinez purchased lots 1-4 and 9-12 in December 2016 from the estate of Johnny Lee Cross, who still retains lots 5-8. Mr. Martinez wants to take the eight (8) existing platted lots and change up the lot configurations to make fourteen (14) lots. This case was originally scheduled to be heard by the Planning and Zoning Commission in May 2017 but was withdrawn by the applicant, so he could hire a civil engineer to prepare plans to be reviewed and approved by staff. He reapplied in January 2018 to have the project move through the process. Mr. Martinez hired a civil engineer to prepare civil construction documents for the City to review to ensure that all the lots will be developed per city standards. All utility and drainage issues have been reviewed by city staff and meet the city's requirements. The City's minimum lot width is sixty feet (60') wide and being at least five thousand (5,000) square foot in area. All Mr. Martinez's lots meet or exceed that requirement, with his smallest lot being 8,037 square feet.

This replat is not in conformance with the Land Use Plan adopted on April 10, 2018 by City Council, however because the plat was submitted prior to the approval of the Land Use Plan, the parcel(s) have a vested right. The replat was reviewed by city staff and the proposed lot(s) meet the city's requirements for platting. Platting is considered a ministerial duty by the governing body if it meets all requirements. The Planning & Zoning Commission recommended approval by a vote of 5-1-1.

Mayor Bowen called for anyone wishing to speak for or against the request to come forward.

Jamie Rodriguez with Rodriguez Engineering, representing the applicant came forward. Mr. Rodriguez was available to answer any questions Council may have.

There being no one else wishing to speak, Mayor Bowen closed the public hearing and called for the motion.

A MOTION WAS MADE BY MAYOR PRO TEM NARMORE, SECONDED BY COUNCIL MEMBER STUARD TO APPROVE ITEM D.4, PZ 2018-06 AS PRESENTED.

MOTION TO APPROVE CARRIED 7-0.

D.5 PUBLIC HEARING TO CONSIDER ORDINANCE NO. 1113, PLANNING & ZONING CASE NO. PZ-2018-07, AMENDING ORDINANCE NO. 741, SO AS TO CHANGE THE ZONING DESIGNATION OF AN APPROXIMATELY 21.014-ACRE PARCEL OF LAND, LEGALLY KNOWN AS BLOCK A, LOT 1R, LAKE WORTH TOWNE CENTER, LAKE WORTH, TARRANT COUNTY, TEXAS, BEING THAT ALL OF THE CERTAIN CALLED 21.014-ACRE PARCEL OF LAND RECORDED IN THE DEED RECORDS OF TARRANT COUNTY, TEXAS, FROM A ZONING DESIGNATION OF "PC" – PLANNED COMMERCIAL FOR THE USE OF A WALMART TO A ZONING DESIGNATION OF "PC" – PLANNED COMMERCIAL FOR THE USE OF RETAIL FOR A WALMART SUPERCENTER WITH A FUEL STATION/CONVENIENCE STORE, ALONG WITH AN AMENDED DEVELOPMENT PLAN AND SITE PLAN APPROVAL AND BY AMENDING THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE. THE PROPERTY TO BE CONSIDERED FOR RE-ZONING IS GENERALLY DESCRIBED AS 21.014-ACRE PARCEL OF LAND LOCATED AT 6360 LAKE WORTH BLVD., LAKE WORTH, TEXAS. (THE PLANNING & ZONING COMMISSION RECOMMENDED APPROVAL BY A VOTE OF 7-0.)

APPROVED

Mayor Bowen opened the public hearing and called on Suzanne Meason to present the item.

Planning and Zoning Administrator, Suzanne Meason summarized the item. Walmart has applied for an amendment to their existing site to add a fuel station/convenience store to the property. The fuel station will be owned/operated by Walmart and will be located near Lake Worth Blvd., next to the Bank of America site. The Planning & Zoning Commission recommended approval by a vote of 7-0.

Mayor Bowen called for anyone wishing to speak for or against the request to come forward.

Jorge Gonzales with Bohler Engineering, 6017 Main Street, Frisco, Texas, representing the applicant came forward. Mr. Gonzales stated he was available to answer any questions Council may have.

There being no one else wishing to speak, Mayor Bowen closed the public hearing and called for the motion.

A MOTION WAS MADE BY COUNCIL MEMBER FERGUSON, SECONDED BY COUNCIL MEMBER PARSLEY TO APPROVE ORDINANCE No. 1113, PZ 2018-07.

MOTION TO APPROVE CARRIED 7-0.

E. PLANNING AND DEVELOPMENT

No items for this category.

F. PUBLIC WORKS

**F.1 DISCUSS AND CONSIDER A CHANGE ORDER REQUEST IN THE AMOUNT OF \$37,964.70, A 25% INCREASE TO THE CONCRETE CONTRACT WITH RAYDON INC. FOR THE 2017 CONCRETE REHABILITATION PROJECTS
APPROVED**

Public Works Director Sean Densmore summarized the item. At the April 11, 2017 meeting the Council awarded the 2017 Concrete Rehabilitation Project contract to Raydon, Inc. The awarded contract's base bid amount was established at \$151,585.80 for one (1) year with the option to annually renew for up to three (3) years. Staff is requesting an increase to the base bid amount of 25%, \$37,965.20, for additional repairs to Wallis Road and Osage Trail. An increase of 25% of the current Concrete Rehabilitation Project contract is permissible per Local Government Code 252.048.

During discussion, several of the Council members expressed concerns with the increase and requested that the department anticipate and plan for additional repairs during bidding and budgeting process not as an increase.

A MOTION WAS MADE BY COUNCIL MEMBER FERGUSON, SECONDED BY MAYOR PRO TEM NARMORE TO APPROVE A CHANGE ORDER REQUEST IN THE AMOUNT OF \$37,964.70, A 25%

INCREASE TO CONCRETE CONTRACT WITH RAYDON, INC. FOR THE 2017 CONCRETE REHABILITATION PROJECTS.

MOTION TO APPROVE CARRIED 6-1 WITH COUNCIL MEMBERS SMITH, WHITE, FERGUSON PARSLEY STUARD AND MAYOR PRO TEM NARMORE VOTING IN FAVOR AND COUNCIL MEMBER HILL VOTING AGAINST.

F.2 DISCUSS AND CONSIDER RESOLUTION NO. 2018-20, AMENDING THE BID FOR THE 43RD YEAR TARRANT COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT FOR CADDO AND APACHE TRAIL SANITARY SEWER LINE REHABILITATION FOR THE TOTAL BASE BID OF \$165,652.00 AND TO PLEDGE THE CITY CONTRIBUTION AMOUNT OF \$10,419.00.

APPROVED

Public Works Director Sean Densmore summarized the item. Following the approval of Resolution No. 2018-18 on April 12, 2018 it was brought to the City's attention that Tarrant County is requiring the City pledge \$10,419.00 for the difference in engineering fees. The proposed resolution will approve recommendations in order for Tarrant County to award the contract to perform construction services for the 43rd Year CDBG Project. Sealed bids were received on Wednesday, March 7, 2018 with nine (9) bidders responding. The lowest responsible bidder is JRB Pipeline Services, LLC for a total base bid price of \$165,625.00. The available construction funding from Tarrant County for this project is \$170,205.00. The City Council is being asked to consider Resolution No. 2018-20 amending the previously approved recommendation by including the City's pledge amount and recommending an award of a construction contract to JRB Pipeline Service, LLC by Tarrant County for the CDBG project of Caddo and Apache Trail Sanitary Sewer Line Rehabilitation.

A MOTION WAS MADE BY COUNCIL MEMBER WHITE, SECONDED BY COUNCIL MEMBER STUARD TO APPROVE RESOLUTION NO. 2018-20, AMENDING THE BID FOR THE 43RD YEAR TARRANT COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT FOR CADDO AND APACHE TRAIL SANITARY SEWER LINE REHABILITATION FOR THE TOTAL BASE BID OF \$165,652.00 AND TO PLEDGE THE CITY CONTRIBUTION AMOUNT OF \$10,419.00.

MOTION TO APPROVE CARRIED 7-0.

F.3 DISCUSS AND CONSIDER THE APPROVAL OF AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY PERMANENT ROADWAY STRIPING IN AN AMOUNT NOT TO EXCEED \$1,200.00 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

APPROVED

Public Works Director Sean Densmore summarized the item. The Council is being asked to approve an interlocal agreement with Tarrant County. This agreement will authorize Tarrant County to assist in applying permanent roadway striping to Hodgkins Road between Edgemere Place on the south and Hatch Road on the north (2,900 LF) and Azle Avenue between SH 199 on the west and Boat Club Road on the east (4,960 LF).

A MOTION WAS MADE BY COUNCIL MEMBER STUARD, SECONDED BY MAYOR PRO TEM NARMORE TO APPROVE AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY PERMANENT ROADWAY STRIPING IN AN AMOUNT NOT TO EXCEED \$1,200.00 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

MOTION TO APPROVE CARRIED 7-0.

G. GENERAL ITEMS

G.1 DISCUSS AND CONSIDER ORDINANCE NO. 1112 AMENDING THE FY 2017/2018 BUDGETS FOR MULTIPLE OPERATING FUNDS.

APPROVED

Assistant City Manager/Finance Director Debbie Whitley summarized the item. The Council is being asked to approve a budget amendment to include the purchase of capital equipment and projects previously approved by City Council. Additionally, there are significant amendments to fund four (4) new positions, three (3) firefighters and a purchasing manager. Other amendments included are needed to adjust the FY 2017/2018 adopted budget based on staff's mid-year budget review.

A MOTION WAS MADE BY COUNCIL MEMBER PARSLEY, SECONDED BY MAYOR PRO TEM NARMORE TO APPROVE ORDINANCE NO. 1112.

MOTION TO APPROVE CARRIED 7-0.

G.2 DISCUSS AND CONSIDER ENTERING INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE WORTH AND THE CITY OF LAKESIDE FOR PUBLIC SAFETY DISPATCH AND DETENTION SERVICES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.

APPROVED

Police Lieutenant JT Moushangian presented the item. The City of Lakeside desires to move their dispatch and detention services from the City of Westworth Village to the City of Lake Worth. The term would begin October 1, 2018 and shall be for an initial term of five (5) years, ending September 30, 2023. The agreement may then be extended by mutual consent in two-year increments. Services provided will consist of Detention Services and Dispatch Services for Police and after hours Public Works.

A MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY COUNCIL MEMBER HILL TO APPROVE ITEM G.2 AS PRESENTED.

MOTION TO APPROVE CARRIED 7-0.

G.3 DISCUSS AND CONSIDER A 48-MONTH EXTENSION TO THE CONTRACT WITH THE TEXAS GENERAL LAND OFFICE (GLO) FOR ELECTRIC SERVICE THROUGH CAVALLO ENERGY AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.

APPROVED

City Manager Stacey Almond introduced Byron Galloway representing Cavallo Energy. The original contract with the Texas GLO expired April 30, 2017, but was extended by Council action for 36 months, making the current expiration date April 30, 2020. The city has an opportunity to enter into an additional contract extension to freeze current rates, which are lower than they have been in many years. The City's current rate is \$0.04997/kWh. The city has received a rate quote for a 48-month extension on April 12th of \$0.03928/kWh. Due to the volatility associated with electricity and natural gas, quoted rates are only good for a 24-hour period. If the proposed extension is approved, the current rate (\$0.04997/kWh) would remain in effect through April 30, 2020 and the new rate (\$0.03928/kWh) would be effective from May 1, 2020 through April 30, 2024.

A MOTION WAS MADE BY COUNCIL MEMBER STUARD, SECONDED BY COUNCIL MEMBER HILLS TO APPROVE A 48-MONTH EXTENSION TO THE CONTRACT WITH THE TEXAS GENERAL LAND OFFICE (GLO) FOR ELECTRIC SERVICE THROUGH CAVALLO ENERGY AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.

MOTION TO APPROVE CARRIED 7-0.

G.4 DISCUSS AND CONSIDER APPROVAL OF AN INFORMATION TECHNOLOGY SUPPORT SERVICES AGREEMENT WITH MEDSTAR FOR CLINICAL RECORDS AND REPORTING PLATFORM SOFTWARE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

APPROVED

Fire Chief Mike Christenson presented the item. MedStar will support the Lake Worth Fire Department with IT support services and allow the fire department to use their EMS reporting system at no charge for our department. By using MedStar's reporting system this will allow both agencies to merge their EMS reports. The reporting information will be store in the MedStar reporting system, this will also help with QA/QC. MedStar will provide all hardware required to operate the documentation software; create and maintain all user accounts within the software; and, periodic service and maintenance to the software, to include updates. The fire department will also have access to technical

support, through MedStar, 24 hours a day. This agreement will automatically renew annually, unless terminated by any party, with proper notice.

A MOTION WAS MADE BY COUNCIL MEMBER FERGUSON, SECONDED BY COUNCIL MEMBER HILL TO APPROVE AN INFORMATION TECHNOLOGY SUPPORT SERVICES AGREEMENT WITH MEDSTAR FOR CLINICAL RECORDS AND REPORTING PLATFORM SOFTWARE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

MOTION TO APPROVE CARRIED 7-0.

G.5 DISCUSS AND CONSIDER APPROVAL OF AN EQUIPMENT LEASE & INFORMATION TECHNOLOGY SUPPORT SERVICES AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

APPROVED

Fire Chief Mike Christenson summarized the item. MedStar will lease the Lake Worth Fire Department three Surface Pro 4s tablets for one-dollar (\$1.00) per month for four (4) months. This will allow the Fire Department to evaluate the feasibility for four (4) months at very minimal cost. This will also allow the Fire Department to budget for the need equipment in the next fiscal year.

A MOTION WAS MADE BY COUNCIL MEMBER STUARD, SECONDED BY COUNCIL MEMBER HILL TO APPROVE AN EQUIPMENT LEASE AND INFORMATION TECHNOLOGY SUPPORT SERVICES AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

MOTION TO APPROVE CARRIED 7-0.

G.6 DISCUSS AND CONSIDER APPROVAL AN AGREEMENT WITH TARRANT COUNTY FOR MUTUAL AID IN FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

APPROVED

Fire Chief Mike Christenson summarized the item. The Council is being asked to approve an agreement that allows Lake Worth Fire Department to provide and receive fire and emergency medical service mutual aid from all the cities that enter into this agreement within Tarrant County. Provided in this agreement for a typical response is the following: one unit of firefighting apparatus, pumper (engine) or aerial (ladder), with a minimum of three personnel, or a brush truck or water supply vehicle with a minimum of two personnel, or an ambulance with a minimum of two personnel. However, variances to the typical response set for personnel may be agreed upon at the time of the mutual aid request. Responding personnel must meet the minimum firefighting standards as established by their jurisdiction or by the Texas Commission on Fire Protection whichever is applicable.

A MOTION WAS MADE BY COUNCIL MEMBER WHITE, SECONDED BY COUNCIL MEMBER PARSLEY TO APPROVE AN AGREEMENT WITH TARRANT COUNTY FOR MUTUAL AID IN FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

MOTION TO APPROVE CARRIED 7-0.

G.7 DISCUSS AND CONSIDER RESOLUTION NO. 2018-21, DENYING ONCOR'S APPLICATION FOR A DISTRIBUTION COST RECOVERY FACTOR TO INCREASE RATES.

APPROVED

City Manager Stacey Almond summarized the item. On April 5, 2018, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an Application for Approval of a Distribution Cost Recover Factor ("DCRF") to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of \$19,002,177. The proposed resolution authorizes the City to join with the Steering Committee of Cities Served by Oncor ("OCSC") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

A MOTION WAS MADE BY COUNCIL MEMBER STUARD, SECONDED BY MAYOR PRO TEM NARMORE TO APPROVE RESOLUTION NO. 2018-21, DENYING ONCOR'S APPLICATION FOR A DISTRIBUTION COST RECOVERY FACTOR TO INCREASE RATES.

MOTION TO APPROVE CARRIED 7-0.

G.8 DISCUSS AND CONSIDER RESOLUTION NO. 2018-19, AMENDING THE AUTHORIZATION AND SUBMISSION OF A GRANT APPLICATION FOR RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM TO THE TEXAS GOVERNOR'S CRIMINAL JUSTICE DIVISION.

APPROVED

Police Lieutenant JT Moushangian presented the item. On October 10, 2017 the City Council approved Resolution No. 1032 authorizing the Chief of Police authority to apply for the above grant. Council is being asked to repeal the resolution and approve Resolution No. 2018-19 designating the City Manager as the grantee's authorized official to apply, accept, reject, alter or terminate the grant on behalf of the city.

Following high profile events such as the attack on officers of the Dallas and Dart police departments in July 2016 it became apparent that engaging a heavily armed shooter without the protection rifle-resistant body armor had deadly consequences for the officers involved. It became instantly apparent to many police administrators that patrol officers should be equipped with rifle resistant body armor as standard issue equipment moving

forward. This grant-provided body armor, coupled with supplemental Kevlar helmets in the future, will be deployed in the field with every patrol officer, every shift. In the event that Lake Worth police officers have the need for higher threat level protection, they will have the added advantage that could save their lives when facing a threat armed with a rifle. Lake Worth PD does not currently deploy any protection against rifle fire. Grant funding will provide twenty rifle resistant vests to be issued to patrol personnel. These vests will be deployed daily on each patrol shift.

A MOTION WAS MADE BY MAYOR PRO TEM NARMORE, SECONDED BY COUNCIL MEMBER STUARD TO APPROVE RESOLUTION NO. 2018-19, AMENDING THE AUTHORIZATION AND SUBMISSION OF A GRANT APPLICATION FOR RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM TO THE TEXAS GOVERNOR'S CRIMINAL JUSTICE DIVISION.

MOTION TO APPROVE CARRIED 7-0.

H. MAYOR AND COUNCIL ITEM(S)

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

Mayor Walter Bowen had nothing to report regarding the Tarrant County Mayor's Council.

I. STAFF REPORT(S) / ANNOUNCEMENT(S)

I.1 Assistant City Manager/Finance Director Report(s):

1. Announcement Council Appreciation Dinner

Assistant City Manager/Finance Director Debbie Whitley announced the Council Appreciation will take place on Tuesday, June 12, 2018 at 5:30 p.m.

I.2 Planning and Development Report(s):

1. Announcement Shred Event

Planning and Development Director Barry Barber announced the rescheduled Annual Shred event will take place on Saturday, May 26 from 9am-12noon at the Lake Worth Multi-Purpose Facility, 7005 Charbonneau Road.

I.3 Police Department Report(s):

1. Announcement Upcoming Retirements

Police Lieutenant JT Moushangian announced the following:

- Retirement of Sargent Wells after 27 years of service and Sargent Smith with 17 years of service.

- SafeCam program – citizen provided security camera footage which will aid Police Department in establishing leads and identify perpetrators. Residents interested in registering their cameras can do so on the city's website.
- The medication collection is still going strong with a recent collection of 128 pounds.
- Anonymous donation was made to the Police Department for \$31,000 which will be used to purchase tablets for the patrol units.

I.4 Public Works Department Report(s)

1. Announcement Upcoming Retirements

Public Works Director Sean Densmore announced the retirement of Teodoro Lopez with 19 years of service. A retirement reception for Teo will be held on May 31st at the Multi-Purpose Center from 8:00 a.m. to 10:00 a.m. Tarrant County will also begin paving at the end of the week starting at Sunset and North Valley.

J. 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.

Executive Session under Item D.2.

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

No action required as a result of Executive Session.

L. ADJOURNMENT

Mayor Walter Bowen adjourned the meeting at 8:28 p.m.

APPROVED

By: _____
Walter Bowen, Mayor

ATTEST:

Monica Solko, City Secretary

Lake Worth City Council Meeting – June 12, 2018

Agenda Item No. B.2

From: Debbie Whitley, ACM/ Director of Finance

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

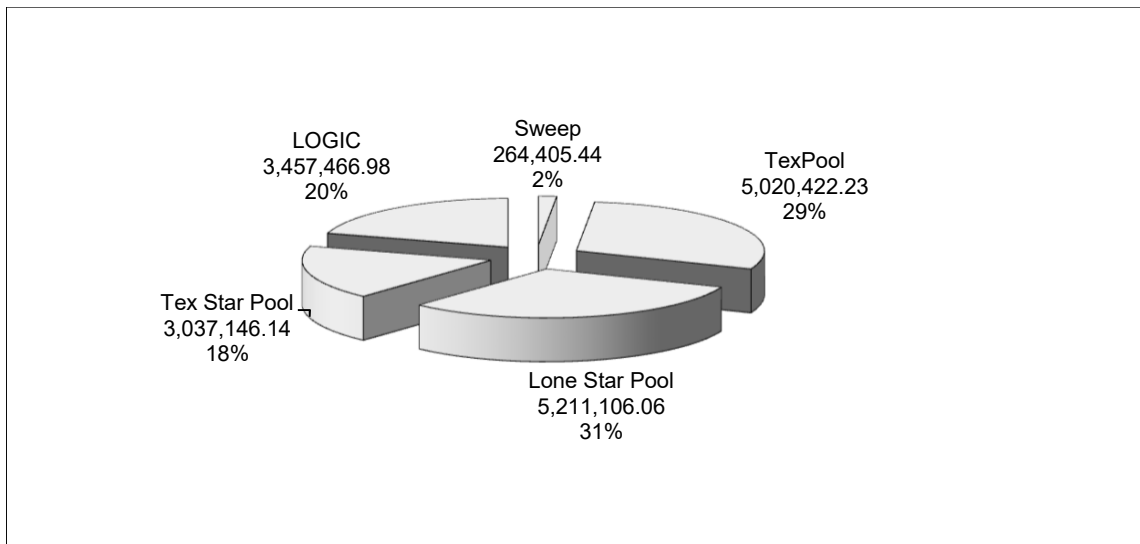
**CITY OF LAKE WORTH
CASH POSITION
As of May 31, 2018**

	Checking Account	TexPool	Lone Star Pool	TexStar	LOGIC	Total
General Fund	68,384.08	3,082,755.85	3,079,531.91	1,797,428.64	1,813,545.13	9,841,645.61
Park Fund	12,076.17	170,602.72			184,426.95	367,105.84
Child Safety Fund	12,269.36					12,269.36
Court Technology	13,849.36					13,849.36
Court Security Fund	21,341.60				47,905.54	69,247.14
Confiscated Property Fund						0.00
Street Maintenance		581,311.81	573,670.28	603,186.70	537,301.43	2,295,470.22
Crime Control	23,760.87	184,542.45	189,472.12	223,654.56		621,430.00
Economic Development						0.00
PEG Fund					73,098.11	73,098.11
Water/Sewer Fund	76,157.29	484,657.18	553,956.65		507,338.20	1,622,109.32
Debt Service	5,891.93	516,552.22	508,847.02			1,031,291.17
2008 CO Series				144,926.10		144,926.10
Hotel/Motel Tax Fund	30,674.78		305,628.08	267,950.14	293,851.62	898,104.62
Total All Cash & Invstments	264,405.44	5,020,422.23	5,211,106.06	3,037,146.14	3,457,466.98	16,990,546.85

**CITY OF LAKE WORTH
INVESTMENT ACTIVITY
As of May 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	\$264,405.44
<i>(Funds covered by FDIC and Pledged Collateral by Bank of Texas)</i>	
Total Funds Held In TexPool	\$5,020,422.23
<i>(NAV \$1.00 per share, 5,020,422 shares; WAM 1 day)</i>	
Total Funds Held In Lone Star Pool	\$5,211,106.06
<i>(NAV \$1.00 per share, 5,211,106 shares; WAM 1 day)</i>	
Total Funds Held In TexStar Pool	\$3,037,146.14
<i>(NAV \$1.00 per share, 3,037,146 shares; WAM 1 day)</i>	
Total Funds Held In LOGIC	\$3,457,466.98
<i>(NAV \$1.00 per share, 3,457,467 shares; WAM 1 day)</i>	
Total All Funds	\$16,990,546.85



Prepared By: *Debbie Whitley*

Date: June 5, 2018

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
GENERAL FUND					
Mayor/Council	17,335.00	992.36	11,061.03	6,273.97	64%
Administration	2,707,721.00	108,737.31	987,652.33	1,720,068.67	36%
Admin-Finance	370,461.00	41,433.84	238,614.64	131,846.36	64%
Admin-HR/Risk Mgmt	151,678.00	22,179.12	104,793.13	46,884.87	69%
Admin-Multi-Purpose Center	16,711.00	1,186.02	7,097.43	9,613.57	42%
Admin-Multi-LW Area Museum	3,043.00	246.81	833.04	2,209.96	27%
Police	2,318,114.00	308,978.51	1,519,776.96	798,337.04	66%
Fire	2,814,884.00	236,376.27	2,063,309.67	751,574.33	73%
Street	948,353.00	135,144.87	566,934.58	381,418.42	60%
Library	253,713.00	26,954.04	158,669.55	95,043.45	63%
Parks	474,045.00	46,398.23	259,415.86	214,629.14	55%
Maintenance Dept	224,203.00	20,835.31	125,257.17	98,945.83	56%
Senior Citizens	130,580.00	12,372.48	82,459.15	48,120.85	63%
Municipal Court	234,521.00	27,230.01	154,331.21	80,189.79	66%
Animal Control	227,584.00	11,713.47	74,173.39	153,410.61	33%
Emergency Management	15,100.00	1,048.71	12,888.08	2,211.92	85%
Permits & Inspections	290,807.00	28,065.37	169,271.19	121,535.81	58%
P & I - Planning & Zoning	213,741.00	20,956.90	71,895.75	141,845.25	34%
P & I - Code Compliance	17,300.00	6,144.16	6,712.55	10,587.45	39%
Information Technology	576,797.00	48,612.17	369,670.90	207,126.10	64%
Economic Dev Activities	3,378,037.00	191,084.00	382,425.41	2,995,611.59	11%
Total General Fund	15,384,728.00	1,296,689.96	7,367,243.02	8,017,484.98	48%

WATER/SEWER FUND					
Administration	834,874.00	69,923.60	301,504.41	533,369.59	36%
Water Supply	861,459.00	113,031.78	414,040.97	447,418.03	48%
Water Distribution	516,456.00	29,531.34	230,279.01	286,176.99	45%
Sewer Department	1,041,381.00	137,815.35	448,131.87	593,249.13	43%
Total Water/Sewer	3,254,170.00	350,302.07	1,393,956.26	1,860,213.74	43%

**CITY OF LAKE WORTH
REVENUE REPORT
May 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	860,392.00	10,088.93	844,688.83	15,703.17	98%
Franchise Fees	425,000.00	26,165.29	267,110.46	157,889.54	63%
Sales and Beverage Taxes	6,825,000.00	838,198.66	3,866,672.41	2,958,327.59	57%
Fines and Warrants	497,750.00	47,668.65	392,515.27	105,234.73	79%
License & Permits	159,960.00	8,011.78	121,741.41	38,218.59	76%
Sanitation	190,825.00	15,933.53	127,256.84	63,568.16	67%
Animal Control	7,500.00	275.00	6,530.00	970.00	87%
Investment Income & Misc	819,586.00	78,489.69	821,721.93	-2,135.93	100%
Due From Other Funds	758,767.00	43,961.00	43,961.00	714,806.00	6%
Use of Prior Year Reserves	963,769.00			963,769.00	0%
Transfer In-Other Funds	4,418,164.00	2,943,076.06	4,418,164.00	0.00	0%
Total General Fund	15,926,713.00	4,011,868.59	10,910,362.15	5,016,350.85	69%

WATER/SEWER FUND					
Water Sales	1,405,000.00	117,733.99	784,667.43	620,332.57	56%
Water Tap Fees	1,000.00	25.00	405.00	595.00	41%
Water Service Charge	58,000.00	4,971.27	39,796.11	18,203.89	69%
Sewer Charges	990,000.00	84,913.92	612,360.16	377,639.84	62%
Sewer Tap Fees	3,000.00	25.00	1,525.00	1,475.00	51%
Interest Income & Miscellaneous	47,590.00	5,190.89	32,849.91	14,740.09	69%
Transfers In	563,701.00	140,925.00	140,925.00	422,776.00	25%
Use of Prior Year Reserves	185,879.00			185,879.00	0%
Total Water/Sewer Fund	3,254,170.00	353,785.07	1,612,528.61	1,641,641.39	50%

DEBT SERVICE FUND					
Property Tax Revenue	1,238,793.00	14,873.98	1,225,273.71	13,519.29	99%
Investment Income & Misc	3,000.00	1,245.31	4,847.78	-1,847.78	162%
Transfers In	438,726.00	106,557.00	106,557.00	332,169.00	24%
Use of Prior Year Reserves				0.00	0%
Total Debt Service	1,680,519.00	122,676.29	1,336,678.49	343,840.51	80%

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

		Current % Incr or Decrease
Current Month Receipts	838,198.66	
Same Month, Last Year	869,921.71	-3.647%
Same Month, 2 Years Ago	801,891.32	4.528%
Current YTD Total	4,340,031.90	
YTD, Last Year	4,463,012.73	-2.756%
YTD, 2 Years Ago	4,211,353.72	3.056%

Current Year Budget is \$6,800,000

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

REVENUE SOURCE:

UTILITY DONATIONS	6,639.00
DONATIONS - KIDS & TREES	0.00
DONATIONS - NAVAJO PARK	0.00
DONATIONS - RAYL PARK	5,000.00
DONATIONS - LAKE WORTH PARK	0.00
INVESTMENT INCOME	3,140.36
CONTRIBUTIONS FROM OTHER FUNDS	6,250.00
MISCELLANEOUS	12.00
Total Revenue	<u>21,041.36</u>

EXPENDITURE CATEGORY:

MISCELLANEOUS	718.68
PARK MAINTENANCE	5,148.62
CHARBONNEAU PARK	177.71
LAKE WORTH PARK	26,096.20
NAVAJO PARK	248.09
GRAND LAKE PARK	583.02
REYNOLDS PARK	0.00
RAYL PARK	288.13
TELEPHONE ROAD PARK	0.00
DAKOTA PARK	44.96
EQUIPMENT PURCHASE/IMPROVEMENTS	0.00
Total Expenditure	<u>33,305.41</u>

REVENUE OVER EXPENDITURES -12,264.05

<u>CASH POSITION</u>	
CHECKING	12,076.17
INVESTMENTS	<u>355,029.67</u>
TOTAL CASH	367,105.84

CITY OF LAKE WORTH
STREET MAINTENANCE
May 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	162,526.00		162,525.99	0.01	100%
Interest & Misc Income	24,673.00	3,442.23	18,819.50	5,853.50	76%
Use of Prior Yr Rsrvs	295,579.00				
Total Revenue	482,778.00	3,442.23	181,345.49	301,432.51	38%

Expenditures

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Miscellaneous	0.00	0.00	0.00	0.00	0%
Barricades & Markers	12,000.00	797.40	1,546.55	10,453.45	13%
Street Projects	329,778.00	2,106.68	12,966.53	316,811.47	4%
Concrete Replacement	141,000.00	82,428.32	82,428.32	58,571.68	58%
Total Expenditures	482,778.00	85,332.40	96,941.40	385,836.60	20%

CITY OF LAKE WORTH
CCPD
May 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	1,069,872.00	117,537.46	611,166.14	458,705.86	57%
SRO Reimbursement	43,800.00	3,650.00	29,200.00	14,600.00	67%
Interest & Misc Income	7,188.00	857.68	6,060.08	1,127.92	84%
Use of Prior Yr Rsrvs	27,437.00				
Total Revenue	1,148,297.00	122,045.14	646,426.22	501,870.78	56%

Expenditures

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Salaries	704,631.00	81,332.27	423,962.73	280,668.27	60%
Supplies	23,950.00	1,547.39	8,903.47	15,046.53	37%
Maintenance	23,175.00	1,444.50	12,046.70	11,128.30	52%
Services	60,690.00	5,737.44	52,772.10	7,917.90	87%
Equipment	160,000.00	47,200.99	79,582.97	80,417.03	50%
Transfers Out	175,851.00	18,401.00	18,401.00	157,450.00	10%
Total Expenditures	1,148,297.00	155,663.59	595,668.97	552,628.03	52%

Lake Worth City Council Meeting – June 12, 2018

Agenda Item No. B.3

From: Natacha Valdez, Municipal Court Director

Item: Approve Ordinance No. 1114, reappointment of Craig A. Magnuson as an Associate Municipal Court Judge of Record for a term of two years.

Summary:

Pursuant to Section 8.07 of the City Charter, an alternate judge of the Municipal Court shall be appointed by the City Council for a term of two years. The judge shall be a resident of this state, a citizen of the United States, and an attorney in good standing licensed to practice in the State of Texas, with two or more years' experience in the practice of law in the State. The Council shall fix the compensation for the judge in accordance with State law and such compensation shall never be based on the fines assessed or collected.

Craig A. Magnuson was appointed as Associate Judge of the Municipal Court of Record on July 1, 2008. Judge Magnuson has indicated his willingness and interest in serving in this role for another two-year term as outlined in the agreement for services. Judge Magnuson's current appointment will expire on June 30, 2018.

Staff recommends reappointment for an additional two-year term.

Fiscal Impact:

None

Attachments:

1. Ordinance No. 1114

Recommended Motion or Action:

Move to approve Ordinance No. 1114, appointment of Associate Judge Craig A. Magnuson for a two-year term.

ORDINANCE NO. 1114

**AN ORDINANCE OF THE CITY OF LAKE WORTH, TEXAS,
APPOINTING THE ASSOCIATE MUNICIPAL COURT JUDGE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, it is of great benefit to the City of Lake Worth to have an experienced associate municipal court judge sit on the bench of the municipal court of the City of Lake Worth when the municipal court judge cannot attend court; and

WHEREAS, Section 574.001, Texas Government Code requires that a finding be made to the effect that a person who serves as an officer in more than one appointed position obtain a finding from the governing body that such officer has satisfied Article XVI, Section 40, of the Texas Constitution.

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

SECTION 1. THAT, it is hereby found that the office of associate municipal court judge of the City of Lake Worth is of benefit to the State of Texas and to the City of Lake Worth.

SECTION 2. THAT, Craig A. Magnuson is hereby appointed the associate municipal judge of the City of Lake Worth for a two-year term beginning July 1, 2018 and expiring on June 30, 2020.

SECTION 3. THAT, The City Manager is directed to make a record of any compensation Craig A. Magnuson is to receive from holding the office of municipal judge of the City of Lake Worth including salary, and any bonus or per diem payments.

SECTION 4. THAT, this resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this 12th day of June 2018.

CITY OF LAKE WORTH

By: _____
Walter Bowen, Mayor

ATTEST:

Monica Solko, City Secretary

Lake Worth City Council Meeting – June 12, 2018

Agenda Item No. F.1

From: Corry Blount, Chief of Police

Item: Discuss and consider approval of a contract with Tyler Technologies to provide software, hardware and services for ten (10) Zebra EVM E citation writers not to exceed \$47,859.21.

Summary:

During the mid- year budget review, a proposal for the E-Citation writers was presented to Council and funding was approved on April 10, 2018.

General Discussion:

The City of Lake Worth Police Department currently relies on the CRIMES record management system for a ticket writer function. The current system requires that two hard copy citations be printed, one violator copy and another copy that is manually entered into the court data base. The proposed E-Citation writers will automatically interface with our court data base so that the information can be collected. The E-Citation writers will save time during the traffic stop and the hard copy citations will no longer have to be manually entered into the court data base.

Fiscal Impact:

Total Tyler Software:	15,000.00
Total Tyler Services:	14,000.00
Total Hardware:	18,859.21
Total Cost:	47,859.21
Recurring Fees:	4,200.00

Attachments:

1. Tyler Technologies contract

Recommended Motion or Action:

Move to approve the contract with Tyler Technologies and to authorize Stacey Almond/City Manager to execute the contract on behalf of the City of Lake Worth.



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

1. **"Agreement"** means this License and Services Agreement.
2. **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
3. **"Client"** means the City of Lake Worth, Texas.
4. **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
5. **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
6. **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
7. **"Effective Date"** means the date on which your authorized representative signs the Agreement.
8. **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
9. **"Hosting Services"** means the hosting services we will provide for the Tyler Software as set forth in the Investment Summary, for the fees set forth therein.
10. **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
11. **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
12. **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.

13. **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1 to Exhibit C.
14. **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 2 to Exhibit C.
15. **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
16. **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
17. **"Third Party Products"** means the Third Party Software, Third Party Hardware, and Third Party Services.
18. **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.
19. **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
20. **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
21. **"Tyler Software"** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
22. **"we", "us", "our"** and similar terms mean Tyler.
23. **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software, for the number of licenses identified in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement. You may add additional licenses at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional licenses at our then-current list price, also by executing a mutually agreed addendum.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee directly to the escrow agent. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the services, if any, itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for the requested services. We will bill you the actual fees incurred based on the in-scope services provided to you.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide our services, subject to any reasonable security protocols or other written policies provided to us.

7. Client Assistance. You acknowledge that the provision of services for the Tyler Software is a cooperative process that may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required. This cooperation includes at least working with us to schedule the services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

1. This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

2. If you have opted not to purchase ongoing maintenance and support services or fail to make timely payment under this Agreement, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software Products on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software Products, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software Products;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software Products or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – HOSTING SERVICES

1. We will either host or engage Third Party Services in order to host the Tyler Software set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Section F, and the other applicable terms of this Agreement. If you fail to pay those fees, after advance written notice to you, we reserve the right to suspend delivery of our applicable Hosting Services.
2. We will utilize hosting services through a Third Party Services provider, Rackspace, in accordance with the terms set forth in the Investment Summary. The fees contained in the Investment Summary are subject to annual increases. You acknowledge and agree that, in our sole discretion, we may migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Tyler Software is transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
3. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support your Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

SECTION G - INVOICING AND PAYMENT; INVOICE DISPUTES

1. **Invoicing and Payment.** We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section G(2).
2. **Invoice Disputes.** If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION H – TERMINATION

1. **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section J(3). You may terminate this Agreement for cause in the

event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section J(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section G(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section G(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third-party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section I(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a)

procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. *DISCLAIMER.* EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. *LIMITATION OF LIABILITY.* EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION J – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This

discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, including applicable U.S. federal law, without regard to any rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement
Schedule 1: Service Level Agreement
Schedule 2: Support Call Process |

[Remainder of page is intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

TYLER TECHNOLOGIES, INC.:

By: _____

Name: _____

Title: _____

Date: _____

Address for

Notices: Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

CITY OF LAKE WORTH, TEXAS:

By: _____

Name: _____

Title: _____

Date: _____

Address for

Notices: City of Lake Worth
3805 Adam Grubb
Lake Worth, TX 76135

Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to you under your License and Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

[Remainder is intentionally left blank]



Quoted By: Kimberly Gerner
Quote Expiration: 6/30/2018
Quote Name: City of Lake Worth, Initial 10-BZ
Quote Number: QUO-53266-T1Y4B4
Quote Description:

Sales Quotation For
City of Lake Worth

Shipping Address
3805 Adam Grubb
Lake Worth, TX 76135-3509

Billing Address
3805 Adam Grubb
Lake Worth, TX 76135-3509

Software

Description	Quantity	License	Software Total	Annual Maintenance
INTERFACE: RMS - CRIMES	1.0	\$3,250.00	\$3,250.00	\$910.00
INTERFACE: CMS - LT Systems	1.0	\$3,250.00	\$3,250.00	\$910.00
LIC: REF License - PDA	10.0	\$850.00	\$8,500.00	\$2,380.00
Total:			\$15,000.00	\$4,200.00

Professional Services

Description	Quantity	Cost	Services Total	Annual Services
Training: Standard Train-The-Trainer	2.0	\$1,000.00	\$2,000.00	
SERVICE: Set Up & Configuration	1.0	\$10,000.00	\$10,000.00	
SERVICE: Project Management	2.0	\$1,000.00	\$2,000.00	
Total:			\$14,000.00	\$0.00

Third-party Hardware and Software

Part Number	Description	Quantity	Price	Third-party Total
23844-00-00R	Zebra EVM, Acc-HH, TC7X, MC67, US AC Line Cord (23844-00-00R)	4.0	\$7.43	\$29.72
CBL-DC-382A1-01	Zebra EVM, Acc-HH, TC7X, MC67, US DC Line Cord, Multi-Slot CRD (CBL-DC-382A1-01)	1.0	\$15.46	\$15.46
PWR-BGA12V50W0WW	Zebra EVM, Acc-HH, TC7X, Power Supply for Battery Charger (PWR-BGA12V50W0WW)	3.0	\$28.39	\$85.17
BTRY-TC7X-46MAH-01	Zebra EVM, Acc-HH, TC7X Battery	10.0	\$54.75	\$547.50
PWR-BGA12V108W0WW	Zebra EVM, Acc-HH, TC7X, Power Supply, Multi-Slot CRD (PWR-BGA12V108W0WW)	1.0	\$56.99	\$56.99
SAC-TC7X-4BTYP-01	Zebra EVM, Acc-HH, TC7X, 4 Slot Battery Charger	3.0	\$137.86	\$413.58
SSE-TC75XX-30	Zebra EVM, Warranty, TC75, 3 year	10.0	\$302.84	\$3,028.40
TC75EK-2MB22AB-US	Zebra EVM, HH, TC75X	10.0	\$1,408.66	\$14,086.60
SG-TC7X-STYLUS-03	Zebra EVM, Acc-HH, TC70, Stylus-tethered (3 pack)	3.0	\$25.54	\$76.62
CBL-DC-375A1-01	Zebra EVM, Acc-HH, US DC Line Cord for Battery Charger (CBL-DC-375A1-01)	3.0	\$6.39	\$19.17
BT SETUP	SERVICE: Set Up Fees - Third Party Hardware	10.0	\$50.00	\$500.00
Total:				\$18,859.21

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$15,000.00	\$4,200.00
Total Tyler Services	\$14,000.00	\$0.00
Total Hardware	\$18,859.21	
Total Taxes	\$0.00	

Contract Total

\$47,859.21





Exhibit B

Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Invoicing: We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your License and Services Agreement.

1. Tyler Software.

1.1 License Fees: License fees are invoiced upon the Effective Date.

1.2 Maintenance and Support Fees: Maintenance and support fees for the first annual term are included in the license fees. Subsequent maintenance and support fees, at Tyler's then-current rates, are invoiced annually in advance on the anniversary of the Effective Date.

2. Professional Services.

2.1 Professional Services: Professional services are billed as delivered and invoiced as incurred. Payment for Professional Services are due 45 days after the date of invoice.

2.2 Requested Modifications to the Tyler Software: Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

3. Other Services and Fees.

3.1 Hosting Fees: Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance on the Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

4.1 Third Party Software License Fees: License fees for Third Party Software are invoiced when we make it available to you for downloading.

4.2 Third Party Software Maintenance: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

4.3 Third Party Hardware: Third Party Hardware costs are invoiced upon delivery.

4.4 Third Party Services: Third Party Services fees are invoiced upon delivery.

5. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high-speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. **Hardware and Other Systems.** If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.

6. **Other Excluded Services.** Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. **Current Support Call Process.** Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 2.



Exhibit C Schedule 1 Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the Hosting Services that Client has requested Tyler to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from Client's applications, content or equipment, or the acts or omissions of any of Client's service users or third-party providers over whom Tyler exercises no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for Client's use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

Client Responsibilities

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. Client may escalate through the hosting hotline. Client will receive a support incident number. Any Downtime is measured from the time Tyler intakes Client's support incident.

To track attainment, Client must document, in writing, all Downtime that Client has experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. Client must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation Client provides must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When Tyler's support team receives a call from Client that a Downtime has occurred or is occurring, Tyler will work with Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with Client to resume normal operations.

Upon timely receipt of Client's Downtime report, outlined above, Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to Client's Downtime report within thirty (30) days of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to Client's confirmed Downtime, Tyler will provide Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to Client.
100%	95-97%	Remedial action will be taken at no additional cost to Client. 4% credit of fee for affected billing cycle will be posted to next billing cycle

100%	<95%	Remedial action will be taken at no additional cost to Client. 5% credit of fee for affected billing cycle will be posted to next billing cycle
------	------	---

Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client. When maintenance is scheduled to occur, Tyler will provide approximately two (2) weeks' advance written notice to the contact information that Client supplies on Client notification form. When emergency maintenance is scheduled, Client will receive an email at that same contact point.

Force Majeure

Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with Client a signed request that said failure be excused. That writing will include the details and circumstances supporting Tyler's request for relief with clear and convincing evidence pursuant to this provision. Client will not unreasonably withhold its acceptance of such a request.



Exhibit C Schedule 2 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones.

Tyler's Brazos eCitations solutions offers 24/7 support of the product and software.

Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Tyler Technologies, Inc.
Plano, TX United States

Certificate Number:

2018-353826

Date Filed:

05/15/2018

Date Acknowledged:**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Lake Worth Police Dept

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

N/A

Brazos hardware, software, and maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pope, Daniel	Plano, TX United States	X	
	Womble, Dustin	Lubbock, TX United States	X	
	Cline, Brenda	Plano, TX United States	X	
	Miller, Brian	Plano, TX United States	X	
	Moore, Jr., H. Lynn	Plano, TX United States	X	
	Carter, Glenn	Plano, TX United States	X	
	King, Jr., J. Luther	Plano, TX United States	X	
	Brattain, Donald	Plano, TX United States	X	
	Marr, Jr., John	Yarmouth, ME United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is Sherry Clark, and my date of birth is ██████.

My address is 5824 Bassinghall Lane, Plano, TX, 75093, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of TX, on the 15th day of May, 2018.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Lake Worth City Council Meeting – June 12, 2018

Agenda Item No. F.2

From: Stacey Almond, City Manager

Item: Discuss and consider Resolution No. 2018-22, approving the Property Enhancement Incentives Policy.

Summary:

The Council charged the City Manager with implementing Incentive policies to further enhance the City's economic development efforts in attracting various commercial industries. This policy was created by Greg Last, ED Best Practices, to provide a presentable document to current business owners.

Chapter 380 of the Texas Local Government Code authorizes municipalities to establish and provide the administration of programs that promote economic development and stimulate business and commercial activity in the City.

Furthermore, Lake Worth desires to improve the physical appearance of businesses as well as visibly enhance the City's commercial corridors. It is the hope that this policy will also increase the marketability and occupancy rate of various commercial structures that may be hindered by an outdoor appearance.

The proposed policy outlines the purpose, goals, general eligibility requirements, priorities and various incentive types.

Fiscal Impact:

Allowable grants will be determined through the budget process.

Attachments:

1. Proposed Incentive Policy and Application

Recommended Motion or Action:

Move to approve Resolution No. 2018-22, approving the Property Enhancement Incentives Policy.

RESOLUTION NO. 2018-22

A RESOLUTION OF THE CITY OF LAKE WORTH, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPERTY ENHANCEMENT INCENTIVES POLICY TO ENCOURAGE DEVELOPMENT, RETENTION OR EXPANSION OF BUSINESS ENTERPRISES IN THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to establish and provide for the administration of programs that promote economic development and stimulate business and commercial activity in the City of Lake Worth, Texas (City); and

WHEREAS the City desires to implement a matching grant program to encourage development, retention, or expansion of business enterprises in the City; and

WHEREAS, the City desires to improve the physical appearance of businesses and visibly enhance the City's commercial corridors; and

WHEREAS, the City desires to increase the marketability and occupancy rate of commercial buildings hindered by an outdated appearance; and

WHEREAS, the City desires to provide incentives in areas and to businesses most likely to stimulate similar enhancements by other private entities; and

WHEREAS, upon full review and consideration of this Policy and all matters attendant and related thereto, the City Council is of the opinion that this Policy will assist in implementing a program whereby economic development will be promoted and business and commercial activity will be stimulated in the City.

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

SECTION 1.

The City Council finds that the terms of the Policy will encourage development, retention, or expansion of business enterprises in the City and otherwise meet the criteria of Section 380.001 of the Texas Local Government Code.

SECTION 2.

The City Council hereby adopts a Property Enhancement Incentives Policy whereby the City of Lake Worth may participate financially in commercial property enhancements via matching grants, and take other specified actions, in accordance with the terms outlined in the Policy.

SECTION 3.

The terms and conditions of the Policy, having been reviewed by the City Council of the City of Lake Worth and found to be acceptable and in the best interest of the City and its citizens and businesses, are hereby approved.

SECTION 4.

This Resolution shall become effective from and after its passage.

PASSED AND APPROVED this the _____ day of _____, 2018.

Walter Bowen, Mayor

ATTEST:

Monica Solko, TRMC
City Secretary

EXHIBIT A
Property Enhancement Incentives Policy

Lake Worth, Texas
Property Enhancement Incentives Policy



WHEREAS, the City Council (Council) of the City of Lake Worth, Texas (City) desires to implement a matching grant program to encourage the development, retention, or expansion of business enterprises in the City; and

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to establish and provide for the administration of programs that promote economic development and stimulate business and commercial activity in the City; and

WHEREAS, the City Council on _____, 2018 considered and approved Resolution 2018-22 approving the Policy.

BE IT KNOWN THAT, the terms and conditions of the Policy, having been reviewed by the Council and found to be acceptable and in the best interest of the City and its citizens and businesses, are hereby approved.

Section 1.
Introduction & Goals

This program is a matching grant program that utilizes City funds to reimburse commercial property owners or business operators for Eligible Enhancements made to the Property. The goals of this Policy are to:

- 1.1. Enhance the commercial viability and sustainability of commercial properties in the City;
- 1.2. Improve the physical appearance of businesses and visibly enhance the City's commercial corridors;
- 1.3. Increase the marketability and occupancy rate of commercial buildings hindered by an outdated appearance;
- 1.4. Increase the safety of a commercial area and stimulate more public interaction; and
- 1.5. Provide incentives in areas and to businesses most likely to stimulate similar enhancements by other private entities.

Section 2.
Definitions

The following definitions shall apply to the terms used in this Policy:

Agreement: A written performance agreement between the City and the Applicant.

Applicant: Shall mean the Property owner or business occupant signing the Application for a Property Enhancement Grant.

Application: Shall mean the Application for Property Enhancement Incentives as maintained by Staff.

City: The City of Lake Worth, Texas.

City Council: The City Council of the City.

Code Violations: Shall be any violation of the City's code of ordinances.

Construction Costs: The cost of permits, fees, construction materials, and installation labor. All other associated costs are deemed excluded, including, but not exclusively, the following costs: design, construction document preparation, bidding, sweat equity and construction financing.

Eligible Enhancements: Shall mean the Enhancements identified as eligible in Section 4 herein.

Enhancements: Shall be as defined in Section 4 herein.

Façade: Shall mean the exterior of a building.

Notice to Proceed: A written notice authorizing the Applicant to begin construction as approved.

Policy: Shall mean this Property Enhancements Incentives Policy.

Property: Shall mean the physical lot and / or building to which Enhancements are being made.

Property Enhancement Grant: Shall mean the financial support to make designated Property Enhancements as approved, and sometimes referred to as "Grant."

Staff: The City Manager or their designee.

Section 3.

Eligibility

The following Properties and Businesses are eligible to receive Grants.

- 3.1. Properties: Only properties meeting the following requirements at the time an Application is submitted shall be eligible to receive Grants as outlined by this Policy:
 - 3.1.1. Within the City: Property must be located within the City's municipal boundaries.
 - 3.1.2. Non-Residential: Property must be zoned for uses other than residential uses and the current use of the Property may not be residential.
 - 3.1.3. Tax-Paying Entity: The Property must be subject to the City's Ad Valorem property tax.
 - 3.1.4. Financial Standing: Property shall be in good standing as it relates to taxes or any monies due to the City.
 - 3.1.5. City Liens: Property shall be in good standing as it relates to any liens held by the City.
 - 3.1.6. Ownership: Property owners must provide sufficient proof of ownership.
 - 3.1.7. Code Violations: Property must not have any outstanding code violations.
 - 3.1.8. Frequency: Property must not have received a Grant for the same category of Enhancement (e.g. Façade, Landscaping) in a twelve month period.
- 3.2. Businesses: Only businesses meeting the following requirements shall be eligible to receive benefits outlined by this Policy:
 - 3.2.1. Financial Standing: The business shall be in good standing as it relates to taxes or any monies due to the City.
 - 3.2.2. Tax-Paying Entity: The business must be a tax-paying entity.
 - 3.2.3. Property Owner Approval: Businesses, if not the owner of the property to be occupied, must provide a copy of their lease agreement and support of the Application from the Property owner prior to approval of the Application.

--- Remainder of this page left blank intentionally ---

Section 4.

Enhancements

- 4.1. **Aspirations:** As with any policy or regulation, it is difficult to precisely regulate factors that are not easily defined. With that in mind, the following are to be considered aspirations for contemplated Enhancements:
- Enhancements should be compatible with the character and architecture of the individual building and those in proximity;
 - Where appropriate, Enhancements may act as a catalyst to create a unique environment;
 - Enhancements should make the Property more inviting to the public; and
 - Enhancements should be functional as well as visually appealing.
- 4.2. **General Enhancement Eligibility:** Property Enhancements shall be deemed as eligible or ineligible for the benefits of this Policy as defined below. In general, the following Enhancements, though not exclusively, are ineligible for all Grants:
- Any Enhancement that does not comply with existing ordinances of the City;
 - Any Enhancements made prior to the Notice to Proceed;
 - Sweat equity or “in-kind” services;
 - New construction which is not specifically listed in this Policy as an Eligible Enhancement;
 - Any Enhancements to eliminate Code Violations of a Property or Business;
 - Fees for designing, engineering, surveying, legal services, financing, etc.; or
 - Any Enhancements not identified as eligible below. A potential applicant may discuss an enhancement not identified below with City staff to ascertain whether or not the enhancement meets the Purpose and Intent of this Policy. If so, an amendment to this Policy may be placed before the City Council to determine the merits of including a new eligible enhancement.
- 4.3. **Façade Enhancements:** The following are Eligible Enhancements except as noted otherwise:
- 4.3.1. **Façade Materials:** Replacing deteriorated or unsafe façade materials with brick, stone, tile, wood, or siding meeting the City’s masonry requirements or architectural standards, if any. Removal of “slip” coverings of prior façade materials and re-establishment of historic façade details. Repointing of mortared joints, replacement or repair of damaged masonry.
- 4.3.2. **Cleaning:** Pressure washing or sand blasting existing facades, cleaning of tiles.
- 4.3.3. **Painting:** Scraping, priming and otherwise preparing the surface and painting.
- 4.3.4. **Window / Doors:** Replacement of or improvements to existing windows or doors that are visible from a public street. New windows and doors matching replaced windows or doors. Replacement of broken glass panes.
- 4.3.5. **Awnings / Canopies:** Replacement of or improvements to existing awnings or canopies. New awnings or canopies.
- 4.3.6. **Roof Repair:** Replacement or repair of all or portions of the roof.
- 4.3.7. **Gutters and Downspouts:** Replacement or repair of existing gutters and / or downspouts.
- 4.3.8. **Ineligible:** Though not an all-inclusive list, the following are specifically not eligible: burglar bars, painting a new building.

- 4.4. Interior Renovation: The following are Eligible Enhancements except as noted otherwise:
 - 4.4.1. Renovations: Renovations that enhance the commercial usability of the building.
 - 4.4.2. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: painting, wallpaper, aesthetic treatments, and lighting.
- 4.5. Landscaping: The following are Eligible Enhancements except as noted otherwise:
 - 4.5.1. Edging: Providing a perimeter to shrub beds with materials deemed to be of a long life, e.g. brick, stone, concrete, steel.
 - 4.5.2. Shrubs and Trees: Shrubs and / or trees of a variety that are sustainable in the area when combined with removal of existing shrubs and / or trees that are either overgrown or of poor quality.
 - 4.5.3. Seasonal Color: Providing one-time planting of annual or perennial flowers in critical areas adequate to provide an appealing impact.
 - 4.5.4. Irrigation: Automatic irrigation system complying with all code requirements.
 - 4.5.5. Lawn Renovation: Removal or re-establishment of an existing lawn with a desirable type of lawn. (An automatic irrigation system is required with this Enhancement.)
 - 4.5.6. Fencing: Replacement of fencing or installation of new fencing that is visually appealing.
 - 4.5.7. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: landscape pruning, mowing and / or maintenance.
- 4.6. Lighting: The following are Eligible Enhancements:
 - 4.6.1. Pedestrian: Increases in lighting in pedestrian areas on or adjacent to the Property, e.g. sidewalks, parking lots.
 - 4.6.2. Accents: Lighting that accentuates features of the building or Property creating a pleasant ambience on the Property.
 - 4.6.3. Signage: Lighting that illuminates signage identifying the business.
- 4.7. Parking / Driveways: The following are Eligible Enhancements except as noted otherwise:
 - 4.7.1. Reconstruction: Removal of existing pavement, gravel, curbing, drives, accessibility ramps, etc. and replacement with reconstruction meeting City requirements.
 - 4.7.2. Resurfacing: Re-topping asphalt parking areas.
 - 4.7.3. Restriping: Repainting of parking stall stripes and / or fire lane graphics meeting the City's requirements.
 - 4.7.4. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: Installation, repair or replacement of any surface that is not an all-weather hard surface as required by the City's code of ordinances.
- 4.8. Pedestrian Amenities: The following are Eligible Enhancements:
 - 4.8.1. Paving: Paving of a unique nature in areas that allow customers to congregate.
 - 4.8.2. Seating Areas: Provisions for seating in areas where customers may congregate before, during or after supporting the business.
 - 4.8.3. Shade: Provisions for shading pedestrian areas to include permanent or temporary canopies, awnings, umbrellas or similar shade structures.
 - 4.8.4. Music: Provisions for permanent installation of fixtures to accommodate providing music in areas where customers congregate.

- 4.9. Signage: The following are Eligible Enhancements. The replacement of signs that do not conform to current City requirements is a priority for the City.
- 4.9.1. Replacing Signs: Replacing existing signs with new signage that complies with all City requirements.
- 4.9.2. New Signs: New signs for existing or new businesses.
- 4.10. Utilities: The following are Eligible Enhancements:
- 4.10.1. Franchise Utilities: The upgrading or installation of new franchise utilities (e.g. electric, phone, Internet) that increase the commercial capacity or functionality of a building.
- 4.10.2. Public Utilities: The upgrading or installation of new public utilities (e.g. water, sanitary sewer, gas) that increase the commercial capacity or functionality of a building.
- 4.10.3. Private Utilities: The upgrading or installation of new private utilities (e.g. septic systems) that increase the commercial capacity or functionality of a building.
- 4.10.4. Placement Underground: The placement of existing or new utilities underground.
- 4.11. Code Compliance: The following are Eligible Enhancements:
- 4.11.1. Public Accessibility: Reconstruction or new construction to comply with public accessibility requirements.
- 4.11.2. Fire Suppression Systems: Replacement, upgrade, or installation of fire suppression systems in compliance with current codes.
- 4.12. Demolition: The costs of demolishing and removing existing structures on a Property may be considered for Property Enhancements.
- 4.13. Participation Limitations: The potential matching Grant for each type of Enhancement would be the lesser of the Maximum Percentage or Maximum Per Enhancement Category Amount. The Applicant is responsible for the remaining costs of the Enhancement and must complete the full Enhancement to be eligible for the matching Grant.
- 4.13.1. Maximum Percentage: A Maximum Percentage of fifty percent (50%) shall be the maximum percentage of the total cost of any Enhancement that the City will grant the Applicant.
- 4.13.2. Maximum Per Enhancement Category: A Maximum Amount of five thousand dollars (\$5,000) is the maximum dollar amount to be granted for any category of Enhancement.
- 4.13.3. Accumulative Maximum Grant: Notwithstanding the Maximum Percentage and Maximum Per Enhancement Category limitations for each type of Enhancement, no Property or Business may receive more than five thousand dollars (\$5,000) in matching Grants during one 12-month period. The following examples are provided to clarify different application scenarios:
- A. Example 1: Applicant desires to do \$12,000 in eligible Landscape Enhancements. By Policy, the maximum Grant allowed by the Max Percentage (50%) would be \$6,000, but the maximum Grant allowed by the Max Per Category would be \$5,000. The lesser of the two is \$5,000 which would be the maximum matching Grant for the \$12,000 landscaping project. Further, within a 12-month period the Applicant cannot receive additional grants for any Enhancements (per Section 4.13.3).
- B. Example 2: Applicant desires to do \$8,000 in eligible Landscape Enhancements. By Policy, the maximum Grant allowed by the Max Percentage (50%) would be \$4,000, and the maximum Grant allowed by the Max Per Category would be \$5,000. The lesser of the two is \$4,000 which would be the maximum matching Grant for the \$8,000 landscaping project. Further, within a 12-month period the Applicant cannot receive more grants for Landscape Enhancements (per Section 3.1.8), but may apply and receive a second

matching Grant, not to exceed \$1,000 (\$5,000 max - \$4,000 Grant) for any Enhancement category *other than* Landscaping.

Section 5.

Grant Priorities

The City has determined that the following are priorities for the benefits of this Policy. The evaluation of the merits of any Application shall take into consideration whether or not the Application also meets these priorities.

- 5.1. Preferred Areas: The following areas of the City are areas of priority for implementation of this Policy:
 - 5.1.1. Older portions of Hwy 199 (Roberts Cut Off area to SH 820); and
 - 5.1.2. Older construction areas along Telephone Road and Azle Avenue.
- 5.2. Preferred Businesses: The following types of businesses are a priority for implementation of this Policy:
 - 5.2.1. Retail;
 - 5.2.2. Restaurants;
 - 5.2.3. Professional Office; and
 - 5.2.4. Any sales-tax generating business.

Section 6.

Administrative Procedures

Following are the Administrative Procedures regarding the Application for and approval of Property Enhancement Grants:

- 6.1. Pre-Submittal: All Applicants are encouraged to meet with Staff prior to preparation of an Application.
- 6.2. Application: The submittal of an Application is required prior to any evaluation of the request for Property Enhancement Grants. The Application shall be on a form prepared by Staff and available on the City's website or at the Office of the City Manager.
 - 6.2.1. Required Information: The following shall be included with the Application:
 - A. Proof of ownership of the Property;
 - B. Photographs of the existing Property;
 - C. Drawings, renderings, plans of the proposed Enhancements;
 - D. Written description of the Enhancements including building materials and color schemes to be used;
 - E. Construction Cost estimates from at least two (2) different contractors; and
 - F. If Applicant is not the Property owner:
 - i. Written approval of the Application from the owner; and
 - ii. Copy of the signed lease agreement.
 - 6.2.2. Amendments: Staff may amend the form of the Application as needed to more efficiently evaluate the merits of requested Enhancements.

- 6.3. Review & Evaluation: Following are criteria to review and evaluate the Application:
- 6.3.1. Review Criteria:
- A. Completeness of Application: Completeness of the Application; including all required attachments.
 - B. Grant Priorities: Whether the Application includes a targeted business classification or whether it is located in a targeted improvement area as defined in Section 5.
 - C. Impact: An estimation of the impact that the Enhancements might have, particularly as a catalyst for continued private investment.
 - D. Non-funded Improvements: Are the improvements associated with the Grant part of a larger effort to enhance the Property.
 - E. Elimination of a Non-Conformity: Do the Enhancements eliminate a legal non-conforming aspect of the Property.
- 6.3.2. Staff Evaluation and Recommendation: The coordinating Staff member shall convene a team of the appropriate persons to evaluate the Application. Upon review, such team shall prepare a recommendation to forward to the City Council.
- A. Site Visit: Prior to formal evaluation of the Application, the Applicant shall allow Staff the opportunity to visit the Property to verify its status prior to any Enhancements.
- 6.4. Approval: The City Council shall make the final decision regarding the merits of the Application and the appropriate Property Enhancement Grant to be given, if any. Upon approval of a matching Grant, the City Council will authorize Staff to enter into an Agreement with the Applicant on a form acceptable to the City Attorney. The Agreement, at a minimum, must contain the following:
- 6.4.1. Enhancements: List the specifications of the proposed Enhancements on the Property.
- 6.4.2. Access: Provide the City and Staff access to the Property to ensure that the Enhancements or repairs are made according to the specifications and conditions in the Agreement.
- 6.4.3. Grant: Provide for the procedures of the matching Grant payment.
- 6.4.4. Recapture Provisions: Provide for the repayment of a Grant if the Applicant or the condition of the Property do not fulfill all obligations required under the Agreement. The City may take any remedy necessary to recover the funds, including filing a lien on the Property.
- 6.5. Pre-Construction Meeting: If the matching Grant is approved as noted above, and if deemed necessary by Staff, the Applicant must attend a pre-construction meeting with Staff to coordinate any required permits, execute Grant documents, and resolve any questions either party might have.
- 6.6. Notice to Proceed: Upon approval as noted above, Staff shall prepare and issue a written Notice to Proceed authorizing the Applicant to begin work on the Enhancements. The Notice to Proceed shall in no event be regarded as the issuance or approval of a building permit or any other construction permits.
- 6.6.1. Required: All Grant documents, including the Agreement with the City, must be executed and all required permits must be received prior to issuance of the Notice to Proceed.
 - 6.6.2. Beginning of Work: All work must begin within sixty (60) days of the issuance of the Notice to Proceed.
 - 6.6.3. Completion of Work: All work for approved projects must be complete within ninety (90) days of the Notice to Proceed unless an Applicant's written request for extension is granted in writing by the City.

- 6.7. Construction: All construction shall be in accordance with all requirements for permitting and inspection required by the City.
- 6.8. Verification: Upon completion and approval of the work by the City, Staff shall verify that the work has been performed as authorized in the approval action.
 - 6.8.1. Documentation: The Applicant shall provide Staff with documentation necessary to determine the Construction Costs of the Enhancements as approved, e.g. copies of paid contractor invoices, receipts or processed checks. Construction Costs not supported by adequate documentation shall not be eligible for reimbursement.
- 6.9. Payment: Upon verification of compliance with the approval action, Staff shall cause a check to be issued to the Applicant in the approved amount.
 - 6.9.1. Cost Overruns: Any costs above and beyond the amounts approved shall be the responsibility of the Applicant.

Section 7.

Applicant / Owner Certifications

The Application shall include the following certifications which shall be affirmed by the Applicant / Owner by signing the Application.

- 7.1. Application Accuracy: The information provided in the Application, and all that may have been affixed thereto, is true and correct, and that the City may rely on all of the information therein contained, and all that may have been affixed thereto, as being true and correct.
- 7.2. Compliance: I (we) certify that I am (we are) are solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinance and other applicable regulations. Neither approval of an Application nor payment of a Property Enhancement Grant upon completion of the project shall constitute approval of the project by any City department or Staff or a waiver by the City of any safety regulation, building code, ordinance or other applicable regulation.
- 7.3. Insurance: I (we) certify that I (we) maintain sufficient insurance coverage for property damage and personal injury liability relating to the project.
- 7.4. Maintenance: I (we) certify that I (we) that the Enhancements, once approved by the City shall be maintained for a period of three (3) years from the date of payment. No changes shall be made without prior written approval from the City.
- 7.5. Discretionary Rights: I (we) certify that I (we) acknowledge that the City has the absolute right of discretion in deciding whether or not to approve a matching Grant relative to the Application, whether or not such discretion is deemed arbitrary or without basis in fact.
- 7.6. Policy Promotion: I (we) authorize the City to use an approved project to promote the merits of this Policy, including but not limited to displaying a sign at the Property or Business during and within thirty (30) days after construction, and using photographs and descriptions of the project in distribution material, press releases, social media and on the City's website.
- 7.7. Indemnification: I (we) certify that I (we) are solely responsible for overseeing the work, and will not seek to hold the City, the Board, and / or their agents, employees, officers, and / or directors liable for any property damage, personal injury, or other loss related in any way to this Policy, and by submission of an Application, agrees to indemnify the City, and / or their agents, employees, officers, and / or directors from any claims or damages resulting from the project, including reasonable attorney fees.

Section 8.
General Provisions

- 8.1. Termination: The City has the right to terminate any agreement under this Policy if an Applicant is determined to be in violation of any conditions set forth in this Policy.
- 8.2. Changes During Construction: If an Applicant seeks to change the scope of their project after a Grant has been approved, the Applicant shall meet with Staff to discuss the desired change. Staff has the authorization to approve minor modifications during construction. Any other desired modification shall be placed before the approving body for reconsideration.
- 8.3. Flexibility: The terms and conditions of this Policy are a guideline for the City Council during their deliberation and evaluation. The City reserves the right to modify the terms and conditions herein at any time, including for any pending application.
- 8.4. Section or Other Headings: Section or other headings contained in this Policy are for reference purposes only and shall not affect in any way the meaning or interpretation of this Policy.
- 8.5. Severability: In the event that any provision of this Policy is determined to be illegal, invalid, or unenforceable, then, and in that event, it is the intention that the remainder of this Policy shall not be affected thereby.

--- Remainder of this page left blank intentionally ---



Lake Worth, Texas
Application for Property Enhancement Incentives

Stacey Almond
City Manager
(817) 237-1211
salmond@lakeworthtx.org

1	PROJECT INFORMATION						
A	Property Address:						
B	Estimated Begin Work Date:				Estimated Completion Date:		
C	Years in business at this location:						
D	Reason for requesting grant:						
2	ELIGIBILITY OF PROPERTY						
	Yes	No	Item	Notes			
A			Within the City?	•			
B			Commercially zoned?	•			
C			Tax Paying entity?	•			
D			City taxes in good standing?	•			
E			No City liens existing?	•			
F			Proof of ownership provided?	•			
G			Outstanding code violations?	•			
H			Frequency of Grants OK?	• In accordance with Section 3.A.vii			
3	ELIGIBILITY OF BUSINESS						
	Yes	No	Item	Notes			
A			Business taxes in good standing?	•			
B			If not owner, authorization provided?	•			
4	Enhancements		Total Cost	Policy Max %	Policy Max \$	Amount Requested	Amount Approved
A	<u>Façade:</u> (Section 4.3) •		\$	50 %	\$5,000	\$	\$
B	<u>Interior Renovation:</u> (Section 4.4) •		\$	50 %	\$5,000	\$	\$
C	<u>Landscaping:</u> (Section 4.5) •		\$	50 %	\$5,000	\$	\$
D	<u>Lighting:</u> (Section 4.6) •		\$	50 %	\$5,000	\$	\$
E	<u>Parking / Driveways:</u> (Section 4.7) •		\$	50 %	\$5,000	\$	\$
F	<u>Pedestrian Amenities:</u> (Section 4.8) •		\$	50 %	\$5,000	\$	\$
G	<u>Signage:</u> (Section 4.9) •		\$	50 %	\$5,000	\$	\$
H	<u>Utilities:</u> (Section 4.10) •		\$	50 %	\$5,000	\$	\$
I	<u>Code Compliance:</u> (Section 4.11) •		\$	50 %	\$5,000	\$	\$
J	<u>Demolition:</u> (Section 4.12) •		\$	50 %	\$5,000	\$	\$
K	(Max. Grant Per Policy = \$5,000) TOTAL PROPERTY ENHANCEMENT GRANT APPROVED:						
L	<u>Describe any planned Non-Grant Enhancements:</u>						

5	GRANT PRIORITIES			
	Yes	No	Preferred Area?	Notes
A			Older portions of Hwy 199 (Roberts Cut Off area to SH 820)	•
B			Older construction areas along Telephone Road and Azle Avenue.	•
	Yes	No	Preferred Business?	Notes
C			Retail	•
D			Restaurants	•
E			Professional Office	•
F			Any sales-tax generating business	•
6	ATTACHMENTS / EXHIBITS			
	Yes	No	Item	Notes
A			Ownership documentation	•
B			Photos of existing conditions	•
C			Drawing, renderings, plans of the proposed enhancements	•
D			Written description of the enhancements including building materials and color schemes	•
E			Construction cost estimates from two contractors	•
F			Copy of the signed lease agreement	• If Applicant is not property owner
G			Written support of the grant application from the owner	• If Applicant is not property owner
7	CONTRACTOR INFORMATION			
A	<u>Contractor for:</u>			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		Website:	
B	<u>Contractor for:</u>			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		Website:	
C	<u>Contractor for:</u>			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		Website:	
D	<u>Contractor for:</u>			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		Website:	

8	Applicant / Owner Certifications: In accordance with Resolution 2018-22 adopting the Property Enhancement Incentives Policy, the undersigned do hereby certify the following:	
A	Section 7.1 - Application Accuracy: The information provided in the Application, and all that may have been affixed thereto, is true and correct, and that the City may rely on all of the information therein contained, and all that may have been affixed thereto, as being true and correct.	
B	Section 7.2 - Compliance: I (we) certify that I am (we are) are solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinance and other applicable regulations. Neither approval of an Application nor payment of a Property Enhancement Grant upon completion of the project shall constitute approval of the project by any City department or Staff or a waiver by the City of any safety regulation, building code, ordinance or other applicable regulation.	
C	Section 7.3 - Insurance: I (we) certify that I (we) maintain sufficient insurance coverage for property damage and personal injury liability relating to the project.	
D	Section 7.4 - Maintenance: I (we) certify that I (we) that the Enhancements, once approved by the City shall be maintained for a period of three (3) years from the date of payment. No changes shall be made without prior written approval from the City.	
E	Section 7.5 - Discretionary Rights: I (we) certify that I (we) acknowledge that the City has the absolute right of discretion in deciding whether or not to approve a matching Grant relative to the Application, whether or not such discretion is deemed arbitrary or without basis in fact.	
F	Section 7.6 - Policy Promotion: I (we) authorize the City to use an approved project to promote the merits of this Policy, including but not limited to displaying a sign at the Property or Business during and within thirty (30) days after construction, and using photographs and descriptions of the project in distribution material, press releases, social media and on the City's website.	
G	Section 7.7 - Indemnification: I (we) certify that I (we) are solely responsible for overseeing the work, and will not seek to hold the City, the Board, and / or their agents, employees, officers, and / or directors liable for any property damage, personal injury, or other loss related in any way to this Policy, and by submission of an Application, agrees to indemnify the City, and / or their agents, employees, officers, and / or directors from any claims or damages resulting from the project, including reasonable attorney fees.	
9	I (we) hereby affirm the Certifications noted above and approve this Application for Property Enhancement incentives and the Enhancements identified herein.	
Property Owner		Applicant / Business Representative
Company:		Company:
Signed:		Signed:
Name:		Name:
Title:		Title:
W:	C:	W: C:
EM:		EM:
Address:		Address:

Lake Worth City Council Meeting – June 12, 2018

Agenda Item No. F.3

From: Stacey Almond, City Manager

Item: Discuss and consider selection of the MedStar subsidy rate for the City of Lake Worth for FY 2018-2019.

Summary:

The Interlocal Cooperative Agreement requires that each member city select a price/subsidy option by June 30th of each year. In years past the City has chosen not to make any subsidy payments. The estimated average bill for transport for the current fiscal year is \$1,448.00. If the Council chooses to maintain a \$0.00 subsidy the estimated average bill for transport for FY 2018-2019 will remain the same.

Staff has not calculated the cost impact for any of the proposed subsidy levels due to the overwhelming options available. As noted in the MedStar letter, the subsidy options were prepared using population estimates provided by the US Government Census for 2016.

Fiscal Impact:

If no subsidy is provided there is no impact to the budget.

Attachments:

1. MedStar letter
2. Price/Subsidy Options FY 2018/2019

Recommended Motion or Action:

Council's desire. Staff recommends we remain consistent and provide no subsidy payment (\$0.00) for FY 2018-2019.



Metropolitan Area EMS Authority
2900 Alta Mere Street
Fort Worth, Texas 76116-4115
Main: (817) 923-3700 Fax: (817) 840-2050
www.medstar911.org

April 30, 2018

City Manager Stacy Almond
City of Lake Worth
3805 Adam Grubb
Lake Worth, TX 76135

As required by the EMS Interlocal Cooperative Agreement, the Metropolitan Area EMS Authority must annually provide member jurisdictions with a schedule of pricing options. Enclosed is the schedule of pricing options for fiscal year 2018-2019 which begins October 1st.

The schedule of pricing options was prepared utilizing population estimates provided by the US Government Census for 2016. The options are based upon the proposed annual operating budget for the Ambulance Authority for FY 2018-2019.

You may select any combination of options. By selecting an average fee per transport amount you will set the per capita offset fee. Conversely, by selecting a per capita offset fee amount, you will set the average fee per transport.


The offset fee and transport fees enclosed represent no increase from 2017-2018. Currently the City of Lake Worth has chosen an average bill of \$1448, and a per capita offset of \$0, which will remain the same for 2018-2019, resulting in an average fee of \$1448, providing your selection is unchanged.

Please make your selection from the enclosed options. The Interlocal Cooperative Agreement requires that each city make its selection by June 30th. Attached is a form you may mail or fax to notify MedStar of your selection.

If you have any questions, please call me at your convenience at (817) 632-0509.

Thank you for your continued participation in, and support of, the MedStar system.

Sincerely,


Douglas R. Hooten
Chief Executive Officer

DH/jb
Enclosure

Our Mission:

*To provide world class mobile healthcare with the highest quality customer service
and clinical excellence in a fiscally responsible manner*

Area Metropolitan Ambulance Authority
Price/Subsidy Options
FY 2018 - 2019

Fee Per Transport		Per Capita Subsidy		Fee Per Transport		Per Capita Subsidy		Fee Per Transport		Per Capita Subsidy	
\$	1	\$	36.09	\$	61	\$	31.11	\$	121	\$	28.32
\$	2	\$	35.87	\$	62	\$	31.06	\$	122	\$	28.28
\$	3	\$	35.68	\$	63	\$	31.00	\$	123	\$	28.24
\$	4	\$	35.51	\$	64	\$	30.95	\$	124	\$	28.20
\$	5	\$	35.36	\$	65	\$	30.90	\$	125	\$	28.16
\$	6	\$	35.22	\$	66	\$	30.85	\$	126	\$	28.12
\$	7	\$	35.09	\$	67	\$	30.79	\$	127	\$	28.08
\$	8	\$	34.97	\$	68	\$	30.74	\$	128	\$	28.04
\$	9	\$	34.85	\$	69	\$	30.69	\$	129	\$	28.00
\$	10	\$	34.74	\$	70	\$	30.64	\$	130	\$	27.96
\$	11	\$	34.63	\$	71	\$	30.59	\$	131	\$	27.92
\$	12	\$	34.52	\$	72	\$	30.54	\$	132	\$	27.88
\$	13	\$	34.42	\$	73	\$	30.49	\$	133	\$	27.84
\$	14	\$	34.33	\$	74	\$	30.44	\$	134	\$	27.80
\$	15	\$	34.23	\$	75	\$	30.39	\$	135	\$	27.76
\$	16	\$	34.14	\$	76	\$	30.34	\$	136	\$	27.72
\$	17	\$	34.05	\$	77	\$	30.29	\$	137	\$	27.68
\$	18	\$	33.96	\$	78	\$	30.24	\$	138	\$	27.64
\$	19	\$	33.87	\$	79	\$	30.19	\$	139	\$	27.60
\$	20	\$	33.79	\$	80	\$	30.14	\$	140	\$	27.57
\$	21	\$	33.70	\$	81	\$	30.09	\$	141	\$	27.53
\$	22	\$	33.62	\$	82	\$	30.05	\$	142	\$	27.49
\$	23	\$	33.54	\$	83	\$	30.00	\$	143	\$	27.45
\$	24	\$	33.46	\$	84	\$	29.95	\$	144	\$	27.41
\$	25	\$	33.38	\$	85	\$	29.90	\$	145	\$	27.37
\$	26	\$	33.31	\$	86	\$	29.86	\$	146	\$	27.34
\$	27	\$	33.23	\$	87	\$	29.81	\$	147	\$	27.30
\$	28	\$	33.16	\$	88	\$	29.76	\$	148	\$	27.26
\$	29	\$	33.09	\$	89	\$	29.72	\$	149	\$	27.22
\$	30	\$	33.01	\$	90	\$	29.67	\$	150	\$	27.18
\$	31	\$	32.94	\$	91	\$	29.62	\$	151	\$	27.15
\$	32	\$	32.87	\$	92	\$	29.58	\$	152	\$	27.11
\$	33	\$	32.80	\$	93	\$	29.53	\$	153	\$	27.07
\$	34	\$	32.73	\$	94	\$	29.49	\$	154	\$	27.03
\$	35	\$	32.67	\$	95	\$	29.44	\$	155	\$	27.00
\$	36	\$	32.60	\$	96	\$	29.40	\$	156	\$	26.96
\$	37	\$	32.53	\$	97	\$	29.35	\$	157	\$	26.92
\$	38	\$	32.47	\$	98	\$	29.31	\$	158	\$	26.89
\$	39	\$	32.40	\$	99	\$	29.26	\$	159	\$	26.85
\$	40	\$	32.34	\$	100	\$	29.22	\$	160	\$	26.81

\$	41	\$	32.27	\$	101	\$	29.17	\$	161	\$	26.78
\$	42	\$	32.21	\$	102	\$	29.13	\$	162	\$	26.74
\$	43	\$	32.15	\$	103	\$	29.09	\$	163	\$	26.70
\$	44	\$	32.09	\$	104	\$	29.04	\$	164	\$	26.67
\$	45	\$	32.03	\$	105	\$	29.00	\$	165	\$	26.63
\$	46	\$	31.97	\$	106	\$	28.95	\$	166	\$	26.59
\$	47	\$	31.91	\$	107	\$	28.91	\$	167	\$	26.56
\$	48	\$	31.85	\$	108	\$	28.87	\$	168	\$	26.52
\$	49	\$	31.79	\$	109	\$	28.83	\$	169	\$	26.49
\$	50	\$	31.73	\$	110	\$	28.78	\$	170	\$	26.45
\$	51	\$	31.67	\$	111	\$	28.74	\$	171	\$	26.41
\$	52	\$	31.61	\$	112	\$	28.70	\$	172	\$	26.38
\$	53	\$	31.56	\$	113	\$	28.66	\$	173	\$	26.34
\$	54	\$	31.50	\$	114	\$	28.61	\$	174	\$	26.31
\$	55	\$	31.44	\$	115	\$	28.57	\$	175	\$	26.27
\$	56	\$	31.39	\$	116	\$	28.53	\$	176	\$	26.24
\$	57	\$	31.33	\$	117	\$	28.49	\$	177	\$	26.20
\$	58	\$	31.28	\$	118	\$	28.45	\$	178	\$	26.17
\$	59	\$	31.22	\$	119	\$	28.40	\$	179	\$	26.13
\$	60	\$	31.17	\$	120	\$	28.36	\$	180	\$	26.10
Fee Per Transport		Per Capita Subsidy		Fee Per Transport		Per Capita Subsidy		Fee Per Transport		Per Capita Subsidy	
\$	181	\$	26.06	\$	241	\$	24.08	\$	301	\$	22.30
\$	182	\$	26.02	\$	242	\$	24.05	\$	302	\$	22.27
\$	183	\$	25.99	\$	243	\$	24.02	\$	303	\$	22.24
\$	184	\$	25.96	\$	244	\$	23.99	\$	304	\$	22.21
\$	185	\$	25.92	\$	245	\$	23.96	\$	305	\$	22.18
\$	186	\$	25.89	\$	246	\$	23.93	\$	306	\$	22.15
\$	187	\$	25.85	\$	247	\$	23.90	\$	307	\$	22.12
\$	188	\$	25.82	\$	248	\$	23.87	\$	308	\$	22.09
\$	189	\$	25.78	\$	249	\$	23.84	\$	309	\$	22.06
\$	190	\$	25.75	\$	250	\$	23.80	\$	310	\$	22.03
\$	191	\$	25.71	\$	251	\$	23.77	\$	311	\$	22.01
\$	192	\$	25.68	\$	252	\$	23.74	\$	312	\$	21.98
\$	193	\$	25.65	\$	253	\$	23.71	\$	313	\$	21.95
\$	194	\$	25.61	\$	254	\$	23.68	\$	314	\$	21.92
\$	195	\$	25.58	\$	255	\$	23.65	\$	315	\$	21.89
\$	196	\$	25.55	\$	256	\$	23.62	\$	316	\$	21.86
\$	197	\$	25.51	\$	257	\$	23.59	\$	317	\$	21.84
\$	198	\$	25.48	\$	258	\$	23.56	\$	318	\$	21.81
\$	199	\$	25.44	\$	259	\$	23.53	\$	319	\$	21.78
\$	200	\$	25.41	\$	260	\$	23.50	\$	320	\$	21.75
\$	201	\$	25.38	\$	261	\$	23.47	\$	321	\$	21.73
\$	202	\$	25.34	\$	262	\$	23.44	\$	322	\$	21.70
\$	203	\$	25.31	\$	263	\$	23.41	\$	323	\$	21.67
\$	204	\$	25.27	\$	264	\$	23.38	\$	324	\$	21.64
\$	205	\$	25.24	\$	265	\$	23.35	\$	325	\$	21.62
\$	206	\$	25.21	\$	266	\$	23.32	\$	326	\$	21.59

\$	207	\$	25.18	\$	267	\$	23.29	\$	327	\$	21.56
\$	208	\$	25.14	\$	268	\$	23.26	\$	328	\$	21.54
\$	209	\$	25.11	\$	269	\$	23.23	\$	329	\$	21.51
\$	210	\$	25.08	\$	270	\$	23.20	\$	330	\$	21.48
\$	211	\$	25.05	\$	271	\$	23.17	\$	331	\$	21.46
\$	212	\$	25.01	\$	272	\$	23.14	\$	332	\$	21.43
\$	213	\$	24.98	\$	273	\$	23.11	\$	333	\$	21.40
\$	214	\$	24.95	\$	274	\$	23.08	\$	334	\$	21.38
\$	215	\$	24.91	\$	275	\$	23.05	\$	335	\$	21.35
\$	216	\$	24.88	\$	276	\$	23.02	\$	336	\$	21.33
\$	217	\$	24.85	\$	277	\$	22.99	\$	337	\$	21.30
\$	218	\$	24.81	\$	278	\$	22.96	\$	338	\$	21.27
\$	219	\$	24.78	\$	279	\$	22.93	\$	339	\$	21.24
\$	220	\$	24.75	\$	280	\$	22.90	\$	340	\$	21.21
\$	221	\$	24.72	\$	281	\$	22.87	\$	341	\$	21.18
\$	222	\$	24.69	\$	282	\$	22.84	\$	342	\$	21.16
\$	223	\$	24.65	\$	283	\$	22.81	\$	343	\$	21.13
\$	224	\$	24.62	\$	284	\$	22.78	\$	344	\$	21.10
\$	225	\$	24.59	\$	285	\$	22.75	\$	345	\$	21.07
\$	226	\$	24.56	\$	286	\$	22.72	\$	346	\$	21.04
\$	227	\$	24.53	\$	287	\$	22.69	\$	347	\$	21.01
\$	228	\$	24.50	\$	288	\$	22.67	\$	348	\$	20.99
\$	229	\$	24.46	\$	289	\$	22.64	\$	349	\$	20.96
\$	230	\$	24.43	\$	290	\$	22.61	\$	350	\$	20.93
\$	231	\$	24.40	\$	291	\$	22.58	\$	351	\$	20.90
\$	232	\$	24.37	\$	292	\$	22.55	\$	352	\$	20.88
\$	233	\$	24.33	\$	293	\$	22.53	\$	353	\$	20.85
\$	234	\$	24.30	\$	294	\$	22.50	\$	354	\$	20.82
\$	235	\$	24.27	\$	295	\$	22.47	\$	355	\$	20.79
\$	236	\$	24.24	\$	296	\$	22.44	\$	356	\$	20.77
\$	237	\$	24.21	\$	297	\$	22.41	\$	357	\$	20.74
\$	238	\$	24.18	\$	298	\$	22.39	\$	358	\$	20.71
\$	239	\$	24.14	\$	299	\$	22.36	\$	359	\$	20.69
\$	240	\$	24.11	\$	300	\$	22.33	\$	360	\$	20.66

Fee Per		Per Capita		Fee Per		Per Capita	
Transport		Subsidy		Transport		Subsidy	
\$	361	\$	20.63	\$	421	\$	481
\$	362	\$	20.61	\$	422	\$	482
\$	363	\$	20.58	\$	423	\$	483
\$	364	\$	20.56	\$	424	\$	484
\$	365	\$	20.53	\$	425	\$	485
\$	366	\$	20.50	\$	426	\$	486
\$	367	\$	20.48	\$	427	\$	487
\$	368	\$	20.45	\$	428	\$	488
\$	369	\$	20.43	\$	429	\$	489
\$	370	\$	20.40	\$	430	\$	490
\$	371	\$	20.37	\$	431	\$	491
\$	372	\$	20.35	\$	432	\$	492

\$	373	\$	20.32	\$	433	\$	18.79	\$	493	\$	17.34
\$	374	\$	20.30	\$	434	\$	18.76	\$	494	\$	17.32
\$	375	\$	20.27	\$	435	\$	18.74	\$	495	\$	17.29
\$	376	\$	20.25	\$	436	\$	18.72	\$	496	\$	17.27
\$	377	\$	20.22	\$	437	\$	18.69	\$	497	\$	17.24
\$	378	\$	20.20	\$	438	\$	18.67	\$	498	\$	17.22
\$	379	\$	20.17	\$	439	\$	18.65	\$	499	\$	17.20
\$	380	\$	20.15	\$	440	\$	18.62	\$	500	\$	17.17
\$	381	\$	20.12	\$	441	\$	18.60	\$	501	\$	17.15
\$	382	\$	20.10	\$	442	\$	18.57	\$	502	\$	17.12
\$	383	\$	20.07	\$	443	\$	18.55	\$	503	\$	17.10
\$	384	\$	20.05	\$	444	\$	18.53	\$	504	\$	17.07
\$	385	\$	20.03	\$	445	\$	18.50	\$	505	\$	17.05
\$	386	\$	20.00	\$	446	\$	18.48	\$	506	\$	17.03
\$	387	\$	19.98	\$	447	\$	18.46	\$	507	\$	17.00
\$	388	\$	19.95	\$	448	\$	18.44	\$	508	\$	16.98
\$	389	\$	19.93	\$	449	\$	18.41	\$	509	\$	16.96
\$	390	\$	19.90	\$	450	\$	18.39	\$	510	\$	16.93
\$	391	\$	19.87	\$	451	\$	18.37	\$	511	\$	16.91
\$	392	\$	19.84	\$	452	\$	18.34	\$	512	\$	16.89
\$	393	\$	19.82	\$	453	\$	18.32	\$	513	\$	16.86
\$	394	\$	19.79	\$	454	\$	18.30	\$	514	\$	16.84
\$	395	\$	19.76	\$	455	\$	18.28	\$	515	\$	16.82
\$	396	\$	19.74	\$	456	\$	18.25	\$	516	\$	16.79
\$	397	\$	19.71	\$	457	\$	18.23	\$	517	\$	16.77
\$	398	\$	19.68	\$	458	\$	18.21	\$	518	\$	16.75
\$	399	\$	19.65	\$	459	\$	18.19	\$	519	\$	16.72
\$	400	\$	19.63	\$	460	\$	18.17	\$	520	\$	16.70
\$	401	\$	19.60	\$	461	\$	18.14	\$	521	\$	16.68
\$	402	\$	19.57	\$	462	\$	18.12	\$	522	\$	16.65
\$	403	\$	19.55	\$	463	\$	18.10	\$	523	\$	16.63
\$	404	\$	19.52	\$	464	\$	18.08	\$	524	\$	16.61
\$	405	\$	19.50	\$	465	\$	18.05	\$	525	\$	16.59
\$	406	\$	19.47	\$	466	\$	18.03	\$	526	\$	16.56
\$	407	\$	19.44	\$	467	\$	18.00	\$	527	\$	16.54
\$	408	\$	19.42	\$	468	\$	17.97	\$	528	\$	16.52
\$	409	\$	19.39	\$	469	\$	17.95	\$	529	\$	16.50
\$	410	\$	19.36	\$	470	\$	17.92	\$	530	\$	16.47
\$	411	\$	19.34	\$	471	\$	17.90	\$	531	\$	16.45
\$	412	\$	19.31	\$	472	\$	17.87	\$	532	\$	16.43
\$	413	\$	19.29	\$	473	\$	17.84	\$	533	\$	16.41
\$	414	\$	19.26	\$	474	\$	17.82	\$	534	\$	16.38
\$	415	\$	19.24	\$	475	\$	17.79	\$	535	\$	16.36
\$	416	\$	19.21	\$	476	\$	17.77	\$	536	\$	16.34
\$	417	\$	19.18	\$	477	\$	17.74	\$	537	\$	16.32
\$	418	\$	19.16	\$	478	\$	17.72	\$	538	\$	16.30
\$	419	\$	19.13	\$	479	\$	17.69	\$	539	\$	16.27
\$	420	\$	19.11	\$	480	\$	17.67	\$	540	\$	16.25

Fee Per		Per Capita		Fee Per		Per Capita		Fee Per		Per Capita	
Transport		Subsidy		Transport		Subsidy		Transport		Subsidy	
\$	541	\$	16.23	\$	601	\$	14.97	\$	661	\$	13.59
\$	542	\$	16.21	\$	602	\$	14.94	\$	662	\$	13.56
\$	543	\$	16.19	\$	603	\$	14.92	\$	663	\$	13.54
\$	544	\$	16.17	\$	604	\$	14.90	\$	664	\$	13.52
\$	545	\$	16.14	\$	605	\$	14.87	\$	665	\$	13.50
\$	546	\$	16.12	\$	606	\$	14.85	\$	666	\$	13.48
\$	547	\$	16.10	\$	607	\$	14.82	\$	667	\$	13.46
\$	548	\$	16.08	\$	608	\$	14.80	\$	668	\$	13.43
\$	549	\$	16.06	\$	609	\$	14.78	\$	669	\$	13.41
\$	550	\$	16.04	\$	610	\$	14.75	\$	670	\$	13.39
\$	551	\$	16.02	\$	611	\$	14.73	\$	671	\$	13.37
\$	552	\$	16.00	\$	612	\$	14.70	\$	672	\$	13.35
\$	553	\$	15.97	\$	613	\$	14.68	\$	673	\$	13.33
\$	554	\$	15.95	\$	614	\$	14.66	\$	674	\$	13.31
\$	555	\$	15.93	\$	615	\$	14.63	\$	675	\$	13.28
\$	556	\$	15.91	\$	616	\$	14.61	\$	676	\$	13.26
\$	557	\$	15.89	\$	617	\$	14.59	\$	677	\$	13.24
\$	558	\$	15.87	\$	618	\$	14.56	\$	678	\$	13.22
\$	559	\$	15.85	\$	619	\$	14.54	\$	679	\$	13.20
\$	560	\$	15.83	\$	620	\$	14.52	\$	680	\$	13.18
\$	561	\$	15.81	\$	621	\$	14.49	\$	681	\$	13.16
\$	562	\$	15.79	\$	622	\$	14.47	\$	682	\$	13.14
\$	563	\$	15.77	\$	623	\$	14.45	\$	683	\$	13.12
\$	564	\$	15.75	\$	624	\$	14.42	\$	684	\$	13.09
\$	565	\$	15.73	\$	625	\$	14.40	\$	685	\$	13.07
\$	566	\$	15.71	\$	626	\$	14.38	\$	686	\$	13.05
\$	567	\$	15.69	\$	627	\$	14.35	\$	687	\$	13.03
\$	568	\$	15.67	\$	628	\$	14.33	\$	688	\$	13.01
\$	569	\$	15.65	\$	629	\$	14.31	\$	689	\$	12.99
\$	570	\$	15.63	\$	630	\$	14.28	\$	690	\$	12.97
\$	571	\$	15.61	\$	631	\$	14.26	\$	691	\$	12.95
\$	572	\$	15.59	\$	632	\$	14.24	\$	692	\$	12.93
\$	573	\$	15.57	\$	633	\$	14.21	\$	693	\$	12.91
\$	574	\$	15.55	\$	634	\$	14.19	\$	694	\$	12.89
\$	575	\$	15.53	\$	635	\$	14.17	\$	695	\$	12.87
\$	576	\$	15.51	\$	636	\$	14.15	\$	696	\$	12.85
\$	577	\$	15.49	\$	637	\$	14.12	\$	697	\$	12.83
\$	578	\$	15.47	\$	638	\$	14.10	\$	698	\$	12.80
\$	579	\$	15.45	\$	639	\$	14.08	\$	699	\$	12.78
\$	580	\$	15.43	\$	640	\$	14.05	\$	700	\$	12.76
\$	581	\$	15.41	\$	641	\$	14.03	\$	701	\$	12.74
\$	582	\$	15.39	\$	642	\$	14.01	\$	702	\$	12.72
\$	583	\$	15.37	\$	643	\$	13.99	\$	703	\$	12.70
\$	584	\$	15.35	\$	644	\$	13.96	\$	704	\$	12.68
\$	585	\$	15.33	\$	645	\$	13.94	\$	705	\$	12.66
\$	586	\$	15.31	\$	646	\$	13.92	\$	706	\$	12.64
\$	587	\$	15.29	\$	647	\$	13.90	\$	707	\$	12.62

\$	588	\$	15.27	\$	648	\$	13.87	\$	708	\$	12.60
\$	589	\$	15.26	\$	649	\$	13.85	\$	709	\$	12.58
\$	590	\$	15.24	\$	650	\$	13.83	\$	710	\$	12.56
\$	591	\$	15.21	\$	651	\$	13.81	\$	711	\$	12.54
\$	592	\$	15.19	\$	652	\$	13.78	\$	712	\$	12.52
\$	593	\$	15.16	\$	653	\$	13.76	\$	713	\$	12.50
\$	594	\$	15.14	\$	654	\$	13.74	\$	714	\$	12.48
\$	595	\$	15.11	\$	655	\$	13.72	\$	715	\$	12.46
\$	596	\$	15.09	\$	656	\$	13.70	\$	716	\$	12.44
\$	597	\$	15.07	\$	657	\$	13.67	\$	717	\$	12.42
\$	598	\$	15.04	\$	658	\$	13.65	\$	718	\$	12.40
\$	599	\$	15.02	\$	659	\$	13.63	\$	719	\$	12.39
\$	600	\$	14.99	\$	660	\$	13.61	\$	720	\$	12.37
Fee Per		Per Capita		Fee Per		Per Capita		Fee Per		Per Capita	
Transport		Subsidy		Transport		Subsidy		Transport		Subsidy	
\$	721	\$	12.35	\$	781	\$	11.25	\$	841	\$	10.29
\$	722	\$	12.33	\$	782	\$	11.23	\$	842	\$	10.27
\$	723	\$	12.31	\$	783	\$	11.21	\$	843	\$	10.26
\$	724	\$	12.29	\$	784	\$	11.20	\$	844	\$	10.24
\$	725	\$	12.27	\$	785	\$	11.18	\$	845	\$	10.23
\$	726	\$	12.25	\$	786	\$	11.16	\$	846	\$	10.22
\$	727	\$	12.23	\$	787	\$	11.14	\$	847	\$	10.20
\$	728	\$	12.21	\$	788	\$	11.13	\$	848	\$	10.18
\$	729	\$	12.19	\$	789	\$	11.11	\$	849	\$	10.16
\$	730	\$	12.17	\$	790	\$	11.09	\$	850	\$	10.13
\$	731	\$	12.15	\$	791	\$	11.08	\$	851	\$	10.11
\$	732	\$	12.13	\$	792	\$	11.06	\$	852	\$	10.09
\$	733	\$	12.12	\$	793	\$	11.04	\$	853	\$	10.06
\$	734	\$	12.10	\$	794	\$	11.03	\$	854	\$	10.04
\$	735	\$	12.08	\$	795	\$	11.01	\$	855	\$	10.02
\$	736	\$	12.06	\$	796	\$	10.99	\$	856	\$	10.00
\$	737	\$	12.04	\$	797	\$	10.98	\$	857	\$	9.97
\$	738	\$	12.02	\$	798	\$	10.96	\$	858	\$	9.95
\$	739	\$	12.00	\$	799	\$	10.94	\$	859	\$	9.93
\$	740	\$	11.98	\$	800	\$	10.93	\$	860	\$	9.91
\$	741	\$	11.96	\$	801	\$	10.91	\$	861	\$	9.88
\$	742	\$	11.95	\$	802	\$	10.90	\$	862	\$	9.86
\$	743	\$	11.93	\$	803	\$	10.88	\$	863	\$	9.84
\$	744	\$	11.91	\$	804	\$	10.86	\$	864	\$	9.82
\$	745	\$	11.89	\$	805	\$	10.85	\$	865	\$	9.79
\$	746	\$	11.87	\$	806	\$	10.83	\$	866	\$	9.77
\$	747	\$	11.85	\$	807	\$	10.81	\$	867	\$	9.75
\$	748	\$	11.83	\$	808	\$	10.80	\$	868	\$	9.73
\$	749	\$	11.82	\$	809	\$	10.78	\$	869	\$	9.70
\$	750	\$	11.80	\$	810	\$	10.77	\$	870	\$	9.68
\$	751	\$	11.78	\$	811	\$	10.75	\$	871	\$	9.66
\$	752	\$	11.76	\$	812	\$	10.73	\$	872	\$	9.64
\$	753	\$	11.74	\$	813	\$	10.72	\$	873	\$	9.61

\$	754	\$	11.72	\$	814	\$	10.70	\$	874	\$	9.59
\$	755	\$	11.71	\$	815	\$	10.69	\$	875	\$	9.57
\$	756	\$	11.69	\$	816	\$	10.67	\$	876	\$	9.55
\$	757	\$	11.67	\$	817	\$	10.66	\$	877	\$	9.52
\$	758	\$	11.65	\$	818	\$	10.64	\$	878	\$	9.50
\$	759	\$	11.63	\$	819	\$	10.62	\$	879	\$	9.48
\$	760	\$	11.62	\$	820	\$	10.61	\$	880	\$	9.46
\$	761	\$	11.60	\$	821	\$	10.59	\$	881	\$	9.43
\$	762	\$	11.58	\$	822	\$	10.58	\$	882	\$	9.41
\$	763	\$	11.56	\$	823	\$	10.56	\$	883	\$	9.39
\$	764	\$	11.54	\$	824	\$	10.55	\$	884	\$	9.37
\$	765	\$	11.53	\$	825	\$	10.53	\$	885	\$	9.35
\$	766	\$	11.51	\$	826	\$	10.52	\$	886	\$	9.32
\$	767	\$	11.49	\$	827	\$	10.50	\$	887	\$	9.30
\$	768	\$	11.47	\$	828	\$	10.48	\$	888	\$	9.28
\$	769	\$	11.46	\$	829	\$	10.47	\$	889	\$	9.26
\$	770	\$	11.44	\$	830	\$	10.45	\$	890	\$	9.24
\$	771	\$	11.42	\$	831	\$	10.44	\$	891	\$	9.21
\$	772	\$	11.40	\$	832	\$	10.42	\$	892	\$	9.19
\$	773	\$	11.39	\$	833	\$	10.41	\$	893	\$	9.17
\$	774	\$	11.37	\$	834	\$	10.39	\$	894	\$	9.15
\$	775	\$	11.35	\$	835	\$	10.38	\$	895	\$	9.13
\$	776	\$	11.33	\$	836	\$	10.36	\$	896	\$	9.10
\$	777	\$	11.32	\$	837	\$	10.35	\$	897	\$	9.08
\$	778	\$	11.30	\$	838	\$	10.33	\$	898	\$	9.06
\$	779	\$	11.28	\$	839	\$	10.32	\$	899	\$	9.04
\$	780	\$	11.26	\$	840	\$	10.30	\$	900	\$	9.02

Fee Per Transport		Per Capita Subsidy		Fee Per Transport		Per Capita Subsidy		Fee Per Transport		Per Capita Subsidy	
\$	901	\$	8.99	\$	961	\$	7.72	\$	1,021	\$	6.52
\$	902	\$	8.97	\$	962	\$	7.70	\$	1,022	\$	6.50
\$	903	\$	8.95	\$	963	\$	7.68	\$	1,023	\$	6.48
\$	904	\$	8.93	\$	964	\$	7.66	\$	1,024	\$	6.46
\$	905	\$	8.91	\$	965	\$	7.64	\$	1,025	\$	6.44
\$	906	\$	8.89	\$	966	\$	7.62	\$	1,026	\$	6.42
\$	907	\$	8.86	\$	967	\$	7.60	\$	1,027	\$	6.40
\$	908	\$	8.84	\$	968	\$	7.58	\$	1,028	\$	6.38
\$	909	\$	8.82	\$	969	\$	7.56	\$	1,029	\$	6.36
\$	910	\$	8.80	\$	970	\$	7.54	\$	1,030	\$	6.35
\$	911	\$	8.78	\$	971	\$	7.52	\$	1,031	\$	6.33
\$	912	\$	8.76	\$	972	\$	7.50	\$	1,032	\$	6.31
\$	913	\$	8.73	\$	973	\$	7.48	\$	1,033	\$	6.29
\$	914	\$	8.71	\$	974	\$	7.46	\$	1,034	\$	6.27
\$	915	\$	8.69	\$	975	\$	7.44	\$	1,035	\$	6.25
\$	916	\$	8.67	\$	976	\$	7.41	\$	1,036	\$	6.23
\$	917	\$	8.65	\$	977	\$	7.39	\$	1,037	\$	6.21
\$	918	\$	8.63	\$	978	\$	7.37	\$	1,038	\$	6.19
\$	919	\$	8.61	\$	979	\$	7.35	\$	1,039	\$	6.17

\$	920	\$	8.58	\$	980	\$	7.33	\$	1,040	\$	6.15
\$	921	\$	8.56	\$	981	\$	7.31	\$	1,041	\$	6.13
\$	922	\$	8.54	\$	982	\$	7.29	\$	1,042	\$	6.12
\$	923	\$	8.52	\$	983	\$	7.27	\$	1,043	\$	6.10
\$	924	\$	8.50	\$	984	\$	7.25	\$	1,044	\$	6.08
\$	925	\$	8.48	\$	985	\$	7.23	\$	1,045	\$	6.06
\$	926	\$	8.46	\$	986	\$	7.21	\$	1,046	\$	6.04
\$	927	\$	8.43	\$	987	\$	7.19	\$	1,047	\$	6.02
\$	928	\$	8.41	\$	988	\$	7.17	\$	1,048	\$	6.00
\$	929	\$	8.39	\$	989	\$	7.15	\$	1,049	\$	5.98
\$	930	\$	8.37	\$	990	\$	7.13	\$	1,050	\$	5.96
\$	931	\$	8.35	\$	991	\$	7.11	\$	1,051	\$	5.94
\$	932	\$	8.33	\$	992	\$	7.09	\$	1,052	\$	5.93
\$	933	\$	8.31	\$	993	\$	7.07	\$	1,053	\$	5.91
\$	934	\$	8.29	\$	994	\$	7.05	\$	1,054	\$	5.89
\$	935	\$	8.26	\$	995	\$	7.03	\$	1,055	\$	5.87
\$	936	\$	8.24	\$	996	\$	7.01	\$	1,056	\$	5.85
\$	937	\$	8.22	\$	997	\$	6.99	\$	1,057	\$	5.83
\$	938	\$	8.20	\$	998	\$	6.97	\$	1,058	\$	5.81
\$	939	\$	8.18	\$	999	\$	6.95	\$	1,059	\$	5.79
\$	940	\$	8.16	\$	1,000	\$	6.93	\$	1,060	\$	5.78
\$	941	\$	8.14	\$	1,001	\$	6.91	\$	1,061	\$	5.76
\$	942	\$	8.12	\$	1,002	\$	6.89	\$	1,062	\$	5.74
\$	943	\$	8.10	\$	1,003	\$	6.87	\$	1,063	\$	5.72
\$	944	\$	8.08	\$	1,004	\$	6.85	\$	1,064	\$	5.70
\$	945	\$	8.05	\$	1,005	\$	6.83	\$	1,065	\$	5.68
\$	946	\$	8.03	\$	1,006	\$	6.81	\$	1,066	\$	5.66
\$	947	\$	8.01	\$	1,007	\$	6.79	\$	1,067	\$	5.65
\$	948	\$	7.99	\$	1,008	\$	6.77	\$	1,068	\$	5.63
\$	949	\$	7.97	\$	1,009	\$	6.75	\$	1,069	\$	5.61
\$	950	\$	7.95	\$	1,010	\$	6.73	\$	1,070	\$	5.59
\$	951	\$	7.93	\$	1,011	\$	6.72	\$	1,071	\$	5.57
\$	952	\$	7.91	\$	1,012	\$	6.70	\$	1,072	\$	5.55
\$	953	\$	7.89	\$	1,013	\$	6.68	\$	1,073	\$	5.53
\$	954	\$	7.87	\$	1,014	\$	6.66	\$	1,074	\$	5.52
\$	955	\$	7.85	\$	1,015	\$	6.64	\$	1,075	\$	5.50
\$	956	\$	7.83	\$	1,016	\$	6.62	\$	1,076	\$	5.48
\$	957	\$	7.80	\$	1,017	\$	6.60	\$	1,077	\$	5.46
\$	958	\$	7.78	\$	1,018	\$	6.58	\$	1,078	\$	5.44
\$	959	\$	7.76	\$	1,019	\$	6.56	\$	1,079	\$	5.42
\$	960	\$	7.74	\$	1,020	\$	6.54	\$	1,080	\$	5.41
Fee Per		Per Capita		Fee Per		Per Capita		Fee Per		Per Capita	
Transport		Subsidy		Transport		Subsidy		Transport		Subsidy	
\$	1,081	\$	5.39	\$	1,141	\$	4.33	\$	1,201	\$	3.34
\$	1,082	\$	5.37	\$	1,142	\$	4.31	\$	1,202	\$	3.32
\$	1,083	\$	5.35	\$	1,143	\$	4.29	\$	1,203	\$	3.30
\$	1,084	\$	5.33	\$	1,144	\$	4.28	\$	1,204	\$	3.29
\$	1,085	\$	5.31	\$	1,145	\$	4.26	\$	1,205	\$	3.27

\$	1,086	\$	5.30	\$	1,146	\$	4.24	\$	1,206	\$	3.26
\$	1,087	\$	5.28	\$	1,147	\$	4.22	\$	1,207	\$	3.24
\$	1,088	\$	5.26	\$	1,148	\$	4.21	\$	1,208	\$	3.23
\$	1,089	\$	5.24	\$	1,149	\$	4.19	\$	1,209	\$	3.21
\$	1,090	\$	5.22	\$	1,150	\$	4.17	\$	1,210	\$	3.19
\$	1,091	\$	5.21	\$	1,151	\$	4.16	\$	1,211	\$	3.18
\$	1,092	\$	5.19	\$	1,152	\$	4.14	\$	1,212	\$	3.16
\$	1,093	\$	5.17	\$	1,153	\$	4.12	\$	1,213	\$	3.15
\$	1,094	\$	5.15	\$	1,154	\$	4.11	\$	1,214	\$	3.13
\$	1,095	\$	5.13	\$	1,155	\$	4.09	\$	1,215	\$	3.12
\$	1,096	\$	5.12	\$	1,156	\$	4.07	\$	1,216	\$	3.10
\$	1,097	\$	5.10	\$	1,157	\$	4.06	\$	1,217	\$	3.08
\$	1,098	\$	5.08	\$	1,158	\$	4.04	\$	1,218	\$	3.07
\$	1,099	\$	5.06	\$	1,159	\$	4.02	\$	1,219	\$	3.05
\$	1,100	\$	5.04	\$	1,160	\$	4.01	\$	1,220	\$	3.04
\$	1,101	\$	5.03	\$	1,161	\$	3.99	\$	1,221	\$	3.02
\$	1,102	\$	5.01	\$	1,162	\$	3.97	\$	1,222	\$	3.01
\$	1,103	\$	4.99	\$	1,163	\$	3.96	\$	1,223	\$	2.99
\$	1,104	\$	4.97	\$	1,164	\$	3.94	\$	1,224	\$	2.98
\$	1,105	\$	4.95	\$	1,165	\$	3.92	\$	1,225	\$	2.96
\$	1,106	\$	4.94	\$	1,166	\$	3.91	\$	1,226	\$	2.94
\$	1,107	\$	4.92	\$	1,167	\$	3.89	\$	1,227	\$	2.93
\$	1,108	\$	4.90	\$	1,168	\$	3.87	\$	1,228	\$	2.91
\$	1,109	\$	4.88	\$	1,169	\$	3.86	\$	1,229	\$	2.90
\$	1,110	\$	4.87	\$	1,170	\$	3.84	\$	1,230	\$	2.88
\$	1,111	\$	4.85	\$	1,171	\$	3.82	\$	1,231	\$	2.87
\$	1,112	\$	4.83	\$	1,172	\$	3.81	\$	1,232	\$	2.85
\$	1,113	\$	4.81	\$	1,173	\$	3.79	\$	1,233	\$	2.84
\$	1,114	\$	4.80	\$	1,174	\$	3.77	\$	1,234	\$	2.82
\$	1,115	\$	4.78	\$	1,175	\$	3.76	\$	1,235	\$	2.81
\$	1,116	\$	4.76	\$	1,176	\$	3.74	\$	1,236	\$	2.79
\$	1,117	\$	4.74	\$	1,177	\$	3.72	\$	1,237	\$	2.78
\$	1,118	\$	4.73	\$	1,178	\$	3.71	\$	1,238	\$	2.76
\$	1,119	\$	4.71	\$	1,179	\$	3.69	\$	1,239	\$	2.75
\$	1,120	\$	4.69	\$	1,180	\$	3.67	\$	1,240	\$	2.73
\$	1,121	\$	4.67	\$	1,181	\$	3.66	\$	1,241	\$	2.72
\$	1,122	\$	4.66	\$	1,182	\$	3.64	\$	1,242	\$	2.70
\$	1,123	\$	4.64	\$	1,183	\$	3.63	\$	1,243	\$	2.68
\$	1,124	\$	4.62	\$	1,184	\$	3.61	\$	1,244	\$	2.67
\$	1,125	\$	4.60	\$	1,185	\$	3.59	\$	1,245	\$	2.65
\$	1,126	\$	4.59	\$	1,186	\$	3.58	\$	1,246	\$	2.64
\$	1,127	\$	4.57	\$	1,187	\$	3.56	\$	1,247	\$	2.62
\$	1,128	\$	4.55	\$	1,188	\$	3.54	\$	1,248	\$	2.61
\$	1,129	\$	4.53	\$	1,189	\$	3.53	\$	1,249	\$	2.59
\$	1,130	\$	4.52	\$	1,190	\$	3.51	\$	1,250	\$	2.58
\$	1,131	\$	4.50	\$	1,191	\$	3.50	\$	1,251	\$	2.56
\$	1,132	\$	4.48	\$	1,192	\$	3.48	\$	1,252	\$	2.55
\$	1,133	\$	4.46	\$	1,193	\$	3.46	\$	1,253	\$	2.53
\$	1,134	\$	4.45	\$	1,194	\$	3.45	\$	1,254	\$	2.52

\$	1,135	\$	4.43	\$	1,195	\$	3.43	\$	1,255	\$	2.51
\$	1,136	\$	4.41	\$	1,196	\$	3.42	\$	1,256	\$	2.49
\$	1,137	\$	4.40	\$	1,197	\$	3.40	\$	1,257	\$	2.48
\$	1,138	\$	4.38	\$	1,198	\$	3.38	\$	1,258	\$	2.46
\$	1,139	\$	4.36	\$	1,199	\$	3.37	\$	1,259	\$	2.45
\$	1,140	\$	4.34	\$	1,200	\$	3.35	\$	1,260	\$	2.43
Fee Per		Per Capita		Fee Per		Per Capita		Fee Per		Per Capita	
Transport		Subsidy		Transport		Subsidy		Transport		Subsidy	
\$	1,261	\$	2.42	\$	1,324	\$	1.53	\$	1,387	\$	0.71
\$	1,262	\$	2.40	\$	1,325	\$	1.51	\$	1,388	\$	0.70
\$	1,263	\$	2.39	\$	1,326	\$	1.50	\$	1,389	\$	0.69
\$	1,264	\$	2.37	\$	1,327	\$	1.49	\$	1,390	\$	0.68
\$	1,265	\$	2.36	\$	1,328	\$	1.47	\$	1,391	\$	0.67
\$	1,266	\$	2.34	\$	1,329	\$	1.46	\$	1,392	\$	0.65
\$	1,267	\$	2.33	\$	1,330	\$	1.45	\$	1,393	\$	0.64
\$	1,268	\$	2.31	\$	1,331	\$	1.43	\$	1,394	\$	0.63
\$	1,269	\$	2.30	\$	1,332	\$	1.42	\$	1,395	\$	0.62
\$	1,270	\$	2.28	\$	1,333	\$	1.41	\$	1,396	\$	0.60
\$	1,271	\$	2.27	\$	1,334	\$	1.39	\$	1,397	\$	0.59
\$	1,272	\$	2.26	\$	1,335	\$	1.38	\$	1,398	\$	0.58
\$	1,273	\$	2.24	\$	1,336	\$	1.37	\$	1,399	\$	0.57
\$	1,274	\$	2.23	\$	1,337	\$	1.35	\$	1,400	\$	0.56
\$	1,275	\$	2.21	\$	1,338	\$	1.34	\$	1,401	\$	0.54
\$	1,276	\$	2.20	\$	1,339	\$	1.33	\$	1,402	\$	0.53
\$	1,277	\$	2.18	\$	1,340	\$	1.31	\$	1,403	\$	0.52
\$	1,278	\$	2.17	\$	1,341	\$	1.30	\$	1,404	\$	0.51
\$	1,279	\$	2.15	\$	1,342	\$	1.29	\$	1,405	\$	0.50
\$	1,280	\$	2.14	\$	1,343	\$	1.27	\$	1,406	\$	0.48
\$	1,281	\$	2.13	\$	1,344	\$	1.26	\$	1,407	\$	0.47
\$	1,282	\$	2.11	\$	1,345	\$	1.25	\$	1,408	\$	0.46
\$	1,283	\$	2.10	\$	1,346	\$	1.23	\$	1,409	\$	0.45
\$	1,284	\$	2.08	\$	1,347	\$	1.22	\$	1,410	\$	0.44
\$	1,285	\$	2.07	\$	1,348	\$	1.21	\$	1,411	\$	0.43
\$	1,286	\$	2.05	\$	1,349	\$	1.19	\$	1,412	\$	0.41
\$	1,287	\$	2.04	\$	1,350	\$	1.18	\$	1,413	\$	0.40
\$	1,288	\$	2.03	\$	1,351	\$	1.17	\$	1,414	\$	0.39
\$	1,289	\$	2.01	\$	1,352	\$	1.16	\$	1,415	\$	0.38
\$	1,290	\$	2.00	\$	1,353	\$	1.14	\$	1,416	\$	0.37
\$	1,291	\$	1.98	\$	1,354	\$	1.13	\$	1,417	\$	0.35
\$	1,292	\$	1.97	\$	1,355	\$	1.12	\$	1,418	\$	0.34
\$	1,293	\$	1.95	\$	1,356	\$	1.10	\$	1,419	\$	0.33
\$	1,294	\$	1.94	\$	1,357	\$	1.09	\$	1,420	\$	0.32
\$	1,295	\$	1.93	\$	1,358	\$	1.08	\$	1,421	\$	0.31
\$	1,296	\$	1.91	\$	1,359	\$	1.07	\$	1,422	\$	0.30
\$	1,297	\$	1.90	\$	1,360	\$	1.05	\$	1,423	\$	0.29
\$	1,298	\$	1.88	\$	1,361	\$	1.04	\$	1,424	\$	0.27
\$	1,299	\$	1.87	\$	1,362	\$	1.03	\$	1,425	\$	0.26
\$	1,300	\$	1.86	\$	1,363	\$	1.01	\$	1,426	\$	0.25

\$	1,301	\$	1.84	\$	1,364	\$	1.00	\$	1,427	\$	0.24
\$	1,302	\$	1.83	\$	1,365	\$	0.99	\$	1,428	\$	0.23
\$	1,303	\$	1.81	\$	1,366	\$	0.98	\$	1,429	\$	0.22
\$	1,304	\$	1.80	\$	1,367	\$	0.96	\$	1,430	\$	0.20
\$	1,305	\$	1.79	\$	1,368	\$	0.95	\$	1,431	\$	0.19
\$	1,306	\$	1.77	\$	1,369	\$	0.94	\$	1,432	\$	0.18
\$	1,307	\$	1.76	\$	1,370	\$	0.93	\$	1,433	\$	0.17
\$	1,308	\$	1.74	\$	1,371	\$	0.91	\$	1,434	\$	0.16
\$	1,309	\$	1.73	\$	1,372	\$	0.90	\$	1,435	\$	0.15
\$	1,310	\$	1.72	\$	1,373	\$	0.89	\$	1,436	\$	0.14
\$	1,311	\$	1.70	\$	1,374	\$	0.88	\$	1,437	\$	0.12
\$	1,312	\$	1.69	\$	1,375	\$	0.86	\$	1,438	\$	0.11
\$	1,313	\$	1.68	\$	1,376	\$	0.85	\$	1,439	\$	0.10
\$	1,314	\$	1.66	\$	1,377	\$	0.84	\$	1,440	\$	0.09
\$	1,315	\$	1.65	\$	1,378	\$	0.83	\$	1,441	\$	0.08
\$	1,316	\$	1.63	\$	1,379	\$	0.81	\$	1,442	\$	0.07
\$	1,317	\$	1.62	\$	1,380	\$	0.80	\$	1,443	\$	0.06
\$	1,318	\$	1.61	\$	1,381	\$	0.79	\$	1,444	\$	0.05
\$	1,319	\$	1.59	\$	1,382	\$	0.78	\$	1,445	\$	0.04
\$	1,320	\$	1.58	\$	1,383	\$	0.76	\$	1,446	\$	0.02
\$	1,321	\$	1.57	\$	1,384	\$	0.75	\$	1,447	\$	0.01
\$	1,322	\$	1.55	\$	1,385	\$	0.74	\$	1,448	\$	-
\$	1,323	\$	1.54	\$	1,386	\$	0.73				



**MAEMSA/MedStar
2018-2019 Price/Subsidy Selection**

City: _____

Average Bill: _____
(Fee per Transport)

Per Capita Subsidy: _____

Name: _____

Title: _____

Please Return This Form by Mail or Fax:

*Joan Jordan
Chief Financial Officer
MedStar Mobile Healthcare
2900 Alta Mere Drive
Fort Worth, Texas 76116
Cell: (817) 851-4185*

Or

Fax: (817) 840-2050

Please Return no later than June 30, 2018



**MAEMSA/MedStar
2018-2019 Price/Subsidy Selection**

City: _____

Average Bill: _____
(Fee per Transport)

Per Capita Subsidy: _____

Name: _____

Title: _____

Please Return This Form by Mail or Fax:

*Joan Jordan
Chief Financial Officer
MedStar Mobile Healthcare
2900 Alta Mere Drive
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Or

Fax: (817) 840-2050

Please Return no later than June 30, 2018

Lake Worth City Council Meeting – June 12, 2018

Agenda Item No. F.4

From: Stacey Almond, City Manager

Item: Discuss and consider authorizing a part-time internship position to assist in the implementation of the City's Records Management Program at a cost not to exceed \$6,000.

Summary:

A records management program provides for the identification, maintenance, retention, security, disposition and preservation of City records and is required by State law (Local Government Code Chapters 203, 204 and 205 and the Texas Public Information Act Chapter 552 of the Texas Government Code). Proper records management ensures that information is available when and where it is needed, in an organized and efficient manner, and in an appropriate environment.

City Council is required to establish, promote and support an active and continuing program of the efficient and economical management of all city records. In 1991, City Council approved Ordinance No. 417 which established a records management program and in 2001 approved Ordinance No. 668 which amended the program by adopting the Library of Archives Retention Schedule for the preservation and destruction of city records.

Although a records management program was adopted, a uniform codification system was never created nor implemented. The implementation of this system will make work more efficient and is not a criticism of past practices or individuals.

Benefits of a uniform system:

- Faster retrieval of information.
- Fewer lost or misfiled records.
- Reduction in duplicated records.
- Space savings.
- Reduction of records filing equipment/supplies (i.e.: filing cabinets, file folders, file labels, etc.).
- Compliance with Records Retention Schedules.
- Compliance with Records Destruction Schedules (with exceptions of an active lawsuit or an open public information request).
- Compliance with Public Information Act.
- Streamlined/Consistent Document Management throughout city (as it is implemented with each department).
- Flexibility with future technology advancements/changes.
- Safe and secure storage.
- Disaster recovery assurance.
- Ensures preservation of historical & critical/vital records.
- Enhances Records Integrity and Transparency.
- Embraces "going green" due to reduction in paper.

Agenda Item No. F.4

The first step involves the inventory of the records. Staff needs to move forward toward identifying, recording, and filing all the records of the city along with identifying the retention requirements for each record to ensure records are deleted as the state law requirements are met. This is a very time consuming and tedious project. To assist staff with the initial inventory and implementation of the program, staff is requesting approval to hire a part-time intern for six months.

Staff has reached out to the University of North Texas, Master of Public Administration (MPA) for possible interns interested in pursuing a career in local government. Staff has selected an individual who is currently on her second year of her MPA degree who will help in facilitating the program.

Fiscal Impact:

The requested funding for the position is \$12.00 per hour at 18 hours per week for six months. Total cost not to exceed \$6,000 and funding is available.

Attachments:

N/A

Recommended Motion or Action:

Move to approve authorizing a part-time temporary internship position to assist in the implementation of the City's Records Management Program at a cost not exceed \$6,000.

Lake Worth City Council Meeting – June 12, 2018

Agenda Item No. F.5

From: Stacey Almond, City Manager

Item: Discuss and consider approval of a professional services agreement for water and sewer rate study with Carolyn Marshall, CPA and authorize the City Manager to execute the proposal.

Summary:

The most recent water and sewer rate study was completed and presented to City Council in November 2013. Based on the results of that study, the City began billing for water on a tiered rate structure. In addition, ready for service fees and volume charges for each service were increased effective January 1, 2014. There has not been a rate increase since then. Carolyn Marshall did the rate study in 2013 and staff is proposing that she be engaged to complete the update.

Fiscal Impact:

The proposed fee for the rate study is \$12,000. This is a not to exceed amount. Based on a mid-year budget review, funds are available to cover this cost.

Attachments:

1. Proposal from Carolyn Marshall for a water and sewer rate study.

Recommended Motion or Action:

Move to approve the professional services proposal for a water and sewer rate study from Carolyn Marshall and authorize the City Manager to execute the proposal.



Carolyn M. Marshall CPA

June 7, 2018

Stacey Almond, City Manager
City of Lake Worth, Texas

Thank you for allowing me to submit this proposal for professional services to the City of Lake Worth. The proposed scope of services is based on my understanding of your requirements.

I am proposing the following:

1. Water & Sewer Rate Study using FY 2019 proposed budget for current year revenue requirements and developing a water & sewer financial plan for FY 2020 through FY 2024.
2. Include an updatable Excel model and unlimited staff training on the use of the model.

Consumption information to be used is anticipated to be three years of billed flows (October 2015 through most current 2018 billing) for water & sewer by class. The City will also provide the following financial information by line item for each fund:

- A. Audited FY 2016 and 2017
- B. Approved FY 2018 budget and estimated FY 2018 budget

Proposed fee for the above: \$12,000

To be paid in the following manner:

1/3 upon signing of a contract, 1/3 after the 1st presentation to staff, 1/3 when the final report is issued. An agreement to be signed by both parties will be provided when you have decided to engage me for these studies

If you have question, please feel free to contact me.

Lake Worth City Council Meeting – June 12, 2018

Agenda Item No. F.6

From: Stacey Almond, City Manager

Item: Discuss and consider action regarding Council acceptance of the resignation of Gene Ferguson, Council member Place 3.

Summary:

On Monday, June 4, 2018 a letter of resignation for City Council, Place 3 was filed with the City Secretary's office. Council member Ferguson has requested that the resignation be effective immediately. Council member Ferguson has served the City of Lake Worth for many years in different capacities. Staff is requesting that Council acknowledge and accept Council member Ferguson's letter of resignation.

Fiscal Impact:

N/A

Attachments:

1. Letter of resignation

Recommended Motion or Action:

Move to accept the resignation of Gene Ferguson, Council member Place 3.

June 4, 2018

Mr. Walter Bowen
Mayor of the City of Lake Worth, Texas

I am submitting, to you, my resignation as city councilman, place 3, Lake Worth, Texas effective this day, June 4, 2018 at 10:00am.

Although I have appreciated the opportunity of serving the city, my health won't allow me to do everything I would like. I am committed to my church's Royal Ambassador program for boys grades 1-6. Teaching the boys woodworking and seeing them get satisfaction while being creative with their hands is what I think I should be doing at this time. Although it takes all the time and energy I have to give, I am hoping it will have a good influence on their future.

Respectfully submitted,

Gene Ferguson



FILED
with City Secretary's Office
JUN 04 2018
@ 10:00a.m.
CNS

Lake Worth City Council Meeting – June 12, 2018

Agenda Item No. F.7

From: Stacey Almond, City Manager

Item: Discuss and consider action regarding filling the unexpired term of City Council Place 3.

Summary:

The acceptance of the resignation of Council member Ferguson, Place 3 creates a vacancy on the City Council.

Pursuant to Article III, Section 3.06 of the City Charter:

In the event there is one vacancy on the Council or in the office of the Mayor, the Council may call a special election to be held in accordance with State law or by the vote of three-fourths of all remaining members, appoint a qualified person to fill the vacancy.

If filing the unexpired term by appointment is selected by the Council the following schedule is recommended:

- Authorize the City Secretary to advertise the vacancy for 20 days;
- All applications must be received by 5:00 p.m. on Monday, July 2nd;
- The application form will be made available on the City's website and available for pick up from City Hall, Monday – Friday, 8 a.m. – 5 p.m.
- After verification by the City Secretary all qualified applicants will be reviewed by City Council.

Fiscal Impact:

Appointment – No cost

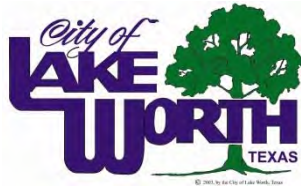
Special Election in November – Estimated \$4,500

Attachments:

1. DRAFT application

Recommended Motion or Action:

This item is at the discretion of the City Council.



**APPLICATION FOR CONSIDERATION OF APPOINTMENT TO
UNEXPIRED TERM FOR CITY COUNCIL PLACE 3
(Term Expiration: May 2020)**

Name: _____

Street Address: _____

Mailing Address: _____

Home Telephone Number: _____

Alternate Telephone Number: _____

Occupation: _____

Date of Birth: _____

Applicant instructions:

Step 1: Fill out this application, answering questions completely.

Step 2: Attach a resume or cover letter addressed to the Mayor/Council Members of the City of Lake Worth indicating why you wish to serve on the City of Lake Worth City Council. Describe applicable experience, including work and volunteer experience.

Step 3: Mail or Hand Deliver in a sealed envelope the application and resume/cover letter **directly** to the City Secretary or City Manager's office at:

City of Lake Worth
3805 Adam Grubb
Lake Worth, Texas 76135

Deadline for application is no later than 5:00 p.m. on Monday, July 2, 2018.

Application Questions:

1. Do you live inside the City Limits? _____
2. If so, how long is your continuous residence in the State and in the City of Lake Worth? State: _____ City: _____
3. Have you resided in the City of Lake Worth at least twelve (12) months, and plan to continue residency in the City during the term of office? _____
4. Do you hold a public elective office? _____
5. Do you hold an appointed office of the City? _____
6. Are you a registered voter of the City of Lake Worth? _____
7. Are you a United States Citizen? _____
8. Are you at least 21 years of age? _____
9. Has a final judgment been entered finding you totally mentally incapacitated, or partially mentally incapacitated, without the right to vote? _____
10. Have you been convicted of a felony? _____

Statement/Oath of Applicant:

I, _____, of Tarrant County, Texas, being an applicant for the unexpired, vacant Council Member Place 3, swear that I will support and defend the constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the Constitution and laws of this state. I have not been finally convicted of a felony for which I have not been pardoned or had my full rights of citizenship restored by other official action. I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated with the right to vote. I am aware of the nepotism law, Chapter 573, Government Code. I further swear that the foregoing statements included in my application are in all things true and correct. I understand that if I cease to possess any of the required qualifications as specified by City Charter or State law, or am convicted of a felony while in office, I shall immediately forfeit my office.

Signature: _____

Date: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

Sworn to and subscribed before me at _____ on the _____ day
of _____, 2018.

(Notary Seal)

Signature of Notary Administering Oath

Lake Worth City Council Meeting – June 12, 2018

Agenda Item No. H.2.1

FROM: Barry Barber, Director of Building Development Services

ITEM: Planning & Development Reports, 2. Code Enforcement Initiative.

Summary:

To reduce code compliance violations and continue to beautify the City, the Code Compliance Department will be implementing a Code Initiative for the remainder of 2018.

Attached you will find a Code Initiative Introduction Letter that will explain the initiative and its purpose. The full calendar is to show what violation will be focused on each month. These two items will be mailed out to the citizens of Lake Worth introducing the program. The next calendar will be what will be focused on for each three (3) month period.

Staff will then provide a mailer (flyer or postcard see example from another city) pertaining to that specific month's code violation type giving specific information on what is required/allowed or not, etc. The Code Inspector will then survey the City for the month looking for that specific violation type (June – High Grass & Weeds) and provide instruction to violators (warning postcards, door knockers, contact with resident, etc.) After June, anyone in violation of that specific violation will have a case brought against them. Residents will be given one opportunity to comply before citations/abatement will be resorted to.

The City will send out weekly notices/information on social media sites and through constant contact, as well as the webpage.

Fiscal Impact:

Attachments:

1. Code Initiative Introduction Letter
2. 2018 Code Initiative Calendar (full)
3. Code Initiative Calendar (June, July, August)
4. Flyer (Example)
5. General Code Violation Brochure

Recommended Motion or Action:

Item is information in nature and does not require action.



Code Compliance Department
3805 Adam Grubb
Lake Worth, Texas 76135-3509
Phone: 817-237-1211 x 111
Fax: 817-237-1333
Website: www.lakeworthtx.org

2018 Code Compliance Initiative

The City of Lake Worth is committed to promoting and protecting the health, safety, and welfare of all of its residents, business owners, and patrons as well as protecting and improving the overall beauty of the city. With this in mind, the City is introducing a Code Compliance Initiative for 2018 in order to ensure that properties within the city limits are maintaining compliance with the City of Lake Worth's Code of Ordinances. It is part of the Lake Worth Code Compliance Department's mission to achieve voluntary compliance with our ordinances, and as such we are taking an education first approach with this initiative followed by enforcement when needed.

The calendar on the reverse side of this page serves as the rollout schedule for the Code Compliance Initiative. At the end of each month as indicated on the calendar, Lake Worth Code Compliance will begin opening cases on those properties not in compliance with the nuisance listed for that specific month. *

As the Code Compliance Initiative moves forward, the City will be sending out mailers/flyers and keeping the Code Compliance webpage up to date with more specifics on various violations, compliance education, and community resources to help gain voluntary compliance. If you or somebody you know is aware of a volunteer group or association in the Lake Worth community that may be able to assist those in need with obtaining compliance on their properties, please let our office know and we will make sure to add them as a community resource on our website.

Lake Worth Code Compliance would like to thank you in advance for your dedication and efforts to keeping Lake Worth a healthy, safe, and lovely place to live, work and play!

* Please note that Lake Worth Code Compliance reserves the right to open and enforce code cases on properties with more egregious code violations as well as those that have generated complaints before the time period indicated on the rollout calendar.

2018 Code Compliance Initiative Calendar




The list below is not intended to be comprehensive. Please visit www.lakeworthtx.org to view the City of Lake Worth Code of Ordinances in its entirety.

<p><u>JUNE</u> HIGH GRASS & WEEDS</p>	<p>Grass and weeds must be kept under twelve inches (12") in height at all times.</p>	
<p><u>JULY</u> IRRIGATION RESTRICTIONS & SWIMMING POOLS</p>	<p>No outdoor water between the hours of 10:00 am – 6:00 pm.</p> <p>Swimming Pools must be maintained to avoid breeding of mosquitoes and other insects.</p> <p>Swimming Pools must have a fence around them with a self-closing/self-latching gate.</p>	
<p><u>AUGUST</u> JUNK, TRASH, DEBRIS/ ILLEGAL OUTSIDE STORAGE</p>	<p>No rubbish, brush, debris, or any other objectionable, unsightly, or unsanitary matter is allowed to be present upon a property.</p> <p>Storage of items must be kept out of the public view.</p>	
<p><u>SEPTEMBER</u> PARKING REGULATIONS</p>	<p>Motor vehicles, trailers, boats, and/or RV's cannot be parked in the yard.</p> <p>They must be parked on an approved monolithic surface in the driveway or on the street.</p>	
<p><u>OCTOBER</u> JUNK/ABANDONED VEHICLES</p>	<p>All vehicle(s) must be properly and currently registered and inspected.</p> <p>Vehicles must not be wrecked, dismantled, or partially dismantled and cannot remain inoperable.</p>	
<p><u>NOVEMBER</u> RESIDENCE/BUILDING ADDRESSES</p>	<p>All buildings shall have address numbers, building numbers or building identification that are plainly legible and visible from the street or road fronting the property.</p> <p>The numbers shall contrast with their background. Numbers shall be a minimum of four (4") inches high with a minimum stroke width of one half (1/2") inch.</p>	
<p><u>DECEMBER</u> HOUSE MAINTENANCE</p>	<p>All houses and structures should be maintained in good condition. This includes keeping wood painted, windows in good condition, etc.</p>	

Code Compliance Initiative Calendar

The list below is not intended to be comprehensive. Please visit www.lakeworthtx.org to view the City of Lake Worth Code of Ordinances in its entirety.

JUNE, JULY, & AUGUST 2018

<u>JUNE</u> HIGH GRASS & WEEDS	Grass and weeds must be kept under twelve inches (12") in height at all times.	
<u>JULY</u> IRRIGATION RESTRICTIONS & SWIMMING POOLS	No outdoor water between the hours of 10:00 am – 6:00 pm. Swimming Pools must be maintained to avoid breeding of mosquitoes and other insects. Swimming Pools must have a fence around them with a self-closing/self-latching gate.	
<u>AUGUST</u> JUNK, TRASH, DEBRIS/ ILLEGAL OUTSIDE STORAGE	No rubbish, brush, debris, or any other objectionable, unsightly, or unsanitary matter is allowed to be present upon a property. Storage of items must be kept out of the public view.	



High Weeds and Grass

Code of City Ordinances: Chapter 42, Article II, Nuisances

Code of City Ordinances: Chapter 42, Section 42-31, Weeds, grass and uncultivated plants.

It shall be unlawful for any owner or occupant who occupies or controls any property or portion thereof, within the corporate city limits of Colleyville, to permit or allow the existence of high weeds, grass, or uncultivated plants as defined in this ordinance.

Chapter 42, Section 42-31(b)(1).

It is unlawful for a property owner or occupant to permit or allow weeds, grass, or any plant that is not cultivated to grow to a height in excess of 8 inches upon any property or to leave weeds, grass, or uncultivated plants in excess of 8 inches on such premise after they have been cut.



Chapter 42, Section 42-31(b)(3).

It is unlawful for a property owner or occupant to permit or allow weeds, grass, or any uncultivated plant located in a parkway adjacent to the aforementioned property to grow to a height in excess of 8 inches, or if weeds, grass or uncultivated plants in excess of 8 inches are allowed to remain on such premise after they have been cut.



Chapter 42, Section 42-31(a) Definition of Terms.

Parkway; means the portion of any street between the roadway and the private property line.



Chapter 42, Section 42-31(b)(4).

In the case of agricultural tracts of five acres or larger and undeveloped residential subdivisions containing more than four lots and/or residential subdivisions where public improvements have been approved by the city and more than 20 percent of all lots approved for residential use are vacant, this section will be satisfied if the hay or grass is kept mowed to a height no greater than 12 inches for a distance of 100 feet around the entire perimeter of the tract.

This information is intended to serve as an overview of the Colleyville high weeds, grass, and uncultivated plants ordinance requirements. For a more comprehensive list of requirements please visit our website at www.colleyville.com, or call the code enforcement department at 817.503.1268.

Neighborhood Enhancement is Everyone's Business

Maintaining livable neighborhoods requires the partnership and participation of all residents. The City of Lake Worth codes are intended to benefit everyone while making our neighborhoods a better place to live, work, and play. The city codes are minimum standards designed to protect the health, safety, and welfare of your neighborhood. Compliance with these standards can reduce vandalism, deter crime, maintain property values, and prevent deterioration of your neighborhood.

What can you do?

- ☑ Take pride in your neighborhood
- ☑ Know the city codes
- ☑ Keep your property violation free...set the example
- ☑ Ask your neighbors to comply when you notice a violation
- ☑ Call Code Compliance about continuing code violations at 817-237-1211

Look inside for the ten (10) most common code violations.

For more information about city codes, call 817-237-1211 x 111 or visit www.lakeworthtx.org to report violations.



Building Development/Code Compliance Services
3805 Adam Grubb
Lake Worth, Texas 76135

City of Lake Worth Code Compliance Services

Neighborhood Enhancement

Common Property Violations



CLEAN UP YOUR NEIGHBORHOOD

Weeds and Grass

Weeds and grass over twelve inches (12") in height are a violation. Property owners and tenants are responsible for keeping their lawns mowed to the edge of the roadway.



Abandoned/Junk Vehicles

All vehicle(s) on the property must be properly and currently registered and inspected. Vehicles must not be wrecked, dismantled, or partially dismantled and cannot remain inoperable.



Parking of Vehicles

Motor vehicles, trailers, boats, and/or RV's should be parked on an improved monolithic surface in the driveway or on the street. Those without improved surfaces must park within the curb cuts or drive approach.



Unclean Premises

Properties should be kept free of unsightly accumulation of litter, garbage, and/or junk which is likely to become unsanitary, offensive, or likely to create a public nuisance.



Dilapidated Fence(s)

No wall or fence shall be constructed or maintained in a manner that would endanger the health and safety of the general public. The property owner shall be responsible for the maintenance of the fence or wall to ensure that it is neat and functional.



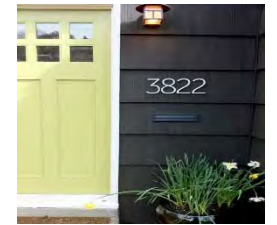
Bulk Trash Out Early

Bulk trash items cannot be put out to the curb before the 20th of the month. Bulk is picked up the last full week of the month.



Building Address Missing

All buildings shall have address numbers, in a position that is plainly legible and visible from the street or road fronting the property. The numbers shall contrast with their background. Address numbers should be in Arabic numbers or alphabetical letters. Numbers shall be a minimum of four (4") inches high with a minimum stroke width of one half (½") inch.



Selling Vehicles From Private Property

A person may not sell more than three (3) vehicles in a twelve (12) month period from private property and the vehicle and property owner must be the same.



Working Without a Permit

Please check with the City's Building Development Department prior to starting any construction work to make sure a permit is not required. 817-237-1211 x 112.



Substandard Structures

Those structures which are not structurally sound or have various code violations which may cause the building to be unfit for occupancy.

