

**CITY OF LAKE WORTH**

**CITY COUNCIL MEETING  
AGENDA**

**3805 ADAM GRUBB  
LAKE WORTH, TEXAS 76135  
TUESDAY, NOVEMBER 13, 2018**

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**REGULAR MEETING: 6:30 P.M.**

Held in the City Council Chambers

**A. CALL TO ORDER**

**A.1 INVOCATION AND PLEDGE OF ALLEGIANCE**

**A.2 ROLL CALL**

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

**A.3.1 [Presentation - Alliance for Children.](#)**

**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 October 9, 2018 City Council meeting.](#)**

- B.2 [Approve Finance Reports for the month of October 2018.](#)
- B.3 [Approve a Master Intergovernmental Purchasing Agreement with North Central Texas Council of Governments, North Texas Share program and authorize the City Manager to execute same.](#)
- B.4 [Approve Resolution No. 2018-33, adopting and authorizing the use of construction manager at risk delivery method for the construction of records storage building, police parking and animal control facility repairs.](#)
- C. PUBLIC HEARINGS**  
No items for this category.
- D. PLANNING AND DEVELOPMENT**
- D.1 [Discuss and consider Resolution No. 2018-32, appointing members to the Board of Adjustment Places 4 and alternate Place 6.](#)
- E. PUBLIC WORKS**
- E.1 [Discuss and consider an agreement with the Tarrant County Sheriff's Office, Labor Detail Program and authorize the City Manager to execute the same.](#)
- F. GENERAL ITEMS**
- F.1 [Discuss and consider the second and final reading of Ordinance No. 1131, granting to ONCOR Electric Delivery Company, LLC, and Electric Power Franchise to use the present and future streets, alleys, highways, public utility easements, public ways and public property of the City of Lake Worth through September 30, 2039.](#)
- F.2 [Discuss and consider award of bid for employee group health, dental, vision and basic life/AD&D Insurance for calendar year 2019 and authorize the City Manager to execute the contract.](#)
- F.3 [Discuss and consider continued City participation in the cost of employee dependent health insurance coverage at the current rate of 30%.](#)
- F.4 [Discuss and consider award of bid to Vanguard Cleaning Systems for janitorial services for the City of Lake Worth and authorize the City Manager to execute the contract.](#)
- F.5 [Discuss and provide direction on the "Our Home, Our Decision" campaign presentation.](#)

**G. MAYOR AND COUNCIL ITEM(S)**

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

**H. EXECUTIVE SESSION**

The City Council may enter into closed Executive Session as authorized by Chapter 551, Texas Government Code. Executive Session may be held at the end of the Regular Session or at any time during the meeting that a need arises for the City Council to seek advice from the city attorney (551.071) as to the posted subject matter of this City Council meeting.

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

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

**J. ADJOURNMENT**

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

Certification

I do hereby certify that the above notice of the meeting of the Lake Worth City Council was posted on the bulletin board of City Hall, 3805 Adam Grubb, City of Lake Worth Texas in compliance with Chapter 551, Texas Government Code on Friday, November 9, 2018 at 4:00 p.m.

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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 – November 13, 2018**

**Agenda Item No. B.1**

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**FROM:** Monica Solko, City Secretary

**ITEM:** Approve the minutes of the October 9, 2018 Regular City Council.

**SUMMARY:**

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

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

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

1. October 9, 2018 City Council minutes

**RECOMMENDED MOTION OR ACTION:**

Approve minutes of the October 9, 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, OCTOBER 9, 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.**

Mayor Pro Tem Narmore gave the invocation. Attendees recited the pledge of allegiance.

**A.2 ROLL CALL.**

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

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

No items for this category.

**A.4 CITIZEN PRESENTATION / VISITOR COMMENTS**

Mr. Nick Griffin, 6329 Canyon Trail, Lake Worth, Texas came forward with concerns regarding theft in his neighborhood and at local retail stores. He also had questions regarding the city newsletter, economic development and the local chamber activities.

Mayor Bowen requested that Mr. Griffin make an appointment with the City Manager and Police Chief to address his concerns.

#### **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 SEPTEMBER 11, 2018 CITY COUNCIL MEETING.**
- B.2 APPROVE FINANCE REPORTS FOR THE MONTH OF SEPTEMBER 2018.**
- B.3 APPROVE A CONTRACT WITH TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE (DISTRICT) FOR FIRE SERVICE PROVIDED BY THE CITY OF LAKE WORTH FIRE DEPARTMENT TO THE DISTRICT BEGINNING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019.**

**A MOTION WAS MADE BY MAYOR PRO TEM NARMORE, SECONDED BY COUNCIL MEMBER HILL TO APPROVE THE CONSENT AGENDA.**

**MOTION TO APPROVE CARRIED 7-0.**

#### **C. PUBLIC HEARINGS**

- C.1 PUBLIC HEARING TO CONSIDER PLANNING & ZONING CASE NO. PZ-2018-17, A PROPOSED REPLAT BEING ALL OF A 0.628-ACRE PARCEL OF LAND KNOWN AS BLOCK 13, LOT(S) 8, 9, AND 10, INDIAN OAKS SUBDIVISION OF THE RECORDS OF TARRANT COUNTY, TEXAS. THE PROPOSED REPLAT'S NEW LEGAL DESCRIPTION WILL BE BLOCK 13, LOT(S) 8-R, AND 10-R, INDIAN OAKS SUBDIVISION, WHICH IS GENERALLY DESCRIBED AS 3132 HURON TRAIL (LOT 8-R) AND 3128 HURON TRAIL (LOT 10-R), LAKE WORTH, TEXAS. (THE PLANNING & ZONING COMMISSION RECOMMENDED APPROVAL BY A VOTE OF 6-0.**

#### **APPROVED**

Mayor Bowen opened the public hearing at 6:37 p.m. and called on Suzanne Meason to present the item.

Planning and Zoning Administrator, Suzanne Meason summarized the item. Council is being asked to consider a residential replat located at 3128 Huron Trail. The property owners, Mr. and Mrs. Peterson are requesting to add to their existing home. After the building permit was submitted it was discovered that their lot was never properly subdivided from this neighbors' lot and that the current structure was straddling both lots

9 and 10 as well. The Petersons hired a surveyor to prepare a replat document for them and their neighbor, Mr. McNally so that the lots could be properly subdivided and remove the issue with the non-conforming structure so that they could add on. Staff has reviewed the document and find it to comply with state and local requirements. The Planning and Zoning Commission recommended approval by a vote of 6-0.

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 at 6:39 p.m. and called for the motion.

**A MOTION WAS MADE BY COUNCIL MEMBER WHITE, SECONDED BY COUNCIL MEMBER STUARD TO APPROVE PZ 2018-17 AS PRESENTED.**

**MOTION TO APPROVE CARRIED 7-0.**

#### **D. PLANNING AND DEVELOPMENT**

**D.1 DISCUSS AND CONSIDER RESOLUTION NO. 2018-31, APPOINTING MEMBERS TO THE BOARD OF ADJUSTMENT PLACES 2, 4 AND ALTERNATE PLACE 6 AND THE PLANNING AND ZONING COMMISSION, PLACES 2, 4 AND 6.**

##### **APPROVED**

Planning and Zoning Administrator, Suzanne Meason summarized the item. Council is being asked to consider reappointments to the Board of Adjustment, Place 2 and the Planning and Zoning Commission, Place 2, 4 and 6. The term of office is a two-year term for each.

##### **BOARD OF ADJUSTMENT:**

Place 2                      Tana Wharton (currently held by same)

##### **Term expires**

Oct. 1, 2020

##### **PLANNING & ZONING COMMISSION:**

Place 2                      Sherrie Kubala-Watkins (currently held by same)

Place 4                      Patty Biggers (currently held by same)

Place 6                      Diane Smith (currently held by same)

##### **Term expires**

Oct. 1, 2020

Oct. 1, 2020

Oct. 1, 2020

**A MOTION WAS MADE BY COUNCIL MEMBER WENGER, SECONDED BY COUNCIL MEMBER SMITH TO APPROVE APPOINTMENTS AS PRESENTED.**

**MOTION TO APPROVE CARRIED 7-0.**

**D.2 DISCUSS AND CONSIDER ORDINANCE NO. 1128, AMENDING CHAPTER 3, BUILDING REGULATIONS, ARTICLE 3.900, FENCES, SECTION 3.903,**

## **RESTRICTIONS AND REQUIREMENTS FOR FENCES, (A) FENCE MATERIALS.**

### **APPROVED**

Building Development Services Director Barry Barber summarized the item. Council requested staff to review certain portions of the current fence ordinance and to bring back options for Council consideration.

#### **Option 1:**

(A) Fence Materials. Permitted construction materials are brick, stone, masonry, natural and treated woods, ornamental metal, PVC fence material, metal tubing, or wrought iron, decorative aluminum or metal having a factory applied non-metallic matte finish, and chain link. Vinyl or fiberglass composite materials may be utilized if the material is listed, designed, and constructed for fencing materials. Metal posts will be allowed on wood fences.

- (1) Prohibited construction materials are rope, string, wire products including, but not limited to chicken wire, hog wire, wire fabric, barbed wire (except as allowed in other sections of this code), razor ribbon wire and similar welded or woven wire fabrics, chain, netting, cut or broken glass, paper, metal panels, corrugated metal panels, galvanized sheet metal, plywood, fiberglass panels or plastic panels or any other materials that are not specifically manufactured as fencing materials. No person shall weave or use slats of any material, including but not limited to metal, fiberglass, bamboo, or mesh through a chain link fence to create a blind or screening fence in a residential zoning district. No person shall construct a fence, retaining wall, screen or barrier of used, damaged, or unsafe material. The Building Official may require the applicant to provide the manufacturer's standards to establish the intended use of a proposed fencing material.
- (2) The following setback restriction applies:
  - (a) Front Yard. No fence, retaining wall, screen, or barrier may be built nearer to the street onto which the main house or building faces than the main house or building itself. Exceptions to this restriction may be made for schools and in commercial and industrial zoning districts, if required for topographical or structural support.

#### **Option 2:**

(A) Fence Materials. Permitted construction materials are brick, stone, masonry, natural and treated woods, ornamental metal, PVC fence material, metal tubing, or wrought iron, decorative aluminum or metal having a factory applied non-metallic matte finish, and chain link. Vinyl or fiberglass composite materials may be utilized if the material is listed, designed, and constructed for fencing materials. Metal posts will be allowed on wood fences.

- (1) Prohibited construction materials are rope, string, wire products including, but not limited to chicken wire, hog wire, wire fabric, barbed wire (except as allowed in other sections of this code), razor ribbon wire and similar welded or woven wire fabrics, chain, netting, cut or broken glass, paper, metal panels, corrugated metal panels, galvanized sheet metal, plywood, fiberglass panels or plastic panels or any other materials that are not

specifically manufactured as fencing materials. No person shall weave or use slats of any material, including but not limited to metal, fiberglass, bamboo, or mesh through a chain link fence to create a blind or screening fence in a residential zoning district. No person shall construct a fence, retaining wall, screen or barrier of used, damaged, or unsafe material. The Building Official may require the applicant to provide the manufacturer's standards to establish the intended use of a proposed fencing material.

- (2) The following setback restriction applies:
- (a) Front Yard on Residential Lots – A fence may be erected in front of the main dwelling, but no closed than the front building line.
  - (b) The fence shall not exceed six (6) feet in height above the adjacent grade;
  - (c) The fence shall be constructed to provide that a minimum of fifty (50) percent of the fence is open.
  - (d) On corner lots the fence shall not be located within the designated visibility triangle;
  - (e) The fence shall be constructed of vinyl coated chain link, ornamental or wrought iron, or other materials as approved by the City Council;
  - (f) The fence must have a Fire Department approved access device located on the gate.

**A MOTION WAS MADE BY COUNCIL MEMBER HILL, SECONDED BY COUNCIL MEMBER PARSLEY TO APPROVE ORDINANCE NO. 1128, OPTION 1.**

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

## **E. PUBLIC WORKS**

### **E.1 DISCUSS AND CONSIDER APPROVAL OF INDIVIDUAL PROJECT ORDER NUMBER 2018-02 WITH KIMLEY-HORN AND ASSOCIATES FOR THE HIAWATHA TRAIL UTILITIES PROJECT, PHASE I AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.**

#### **APPROVED**

Public Works Director Sean Densmore presented the item. Council is being asked to approve an Individual Project Order Number 2018-02 with Kimley-Horn and Associates for the Hiawatha Trail utilities project Phase I. This contract includes the design of the 8" sanitary sewer and water line along Hiawatha trail (1,700 feet), assisting the city with bidding the project and the construction phase services. The total contract is for \$88,500.

City Manager Stacey Almond added this was the first phase of the project that was approved during budget for water and sewer improvements only. Staff will bring back the street improvements for Council consideration at a later date.

**A MOTION WAS MADE BY MAYOR PRO TEM NARMORE, SECONDED BY COUNCIL MEMBER STUARD TO APPROVE PROJECT ORDER NUMBER 2018-02 WITH KIMLEY-HORN AND ASSOCIATE FOR THE HIAWATHA TRAIL UTILITIES PROJECT PHASE I AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.**

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

**E.2 DISCUSS AND PROVIDE DIRECTION ON ADDITIONAL VEHICLE AND EQUIPMENT STORAGE AT THE PUBLIC WORKS FACILITY LOCATED AT 4200 FEWELL DRIVE.**

**APPROVED**

City Manager Stacey Almond asked Council member Smith to present the item. Council member Smith stated that after a visit to the Public Works Department, he noted expensive city equipment did not have covered parking to help prolong the life of the equipment. During budget, Council approved a backhoe and vac truck estimating all the equipment at Public Works at a million or two million in value without protection. He asked staff to look into the cost of covered parking and bring to Council for discussion.

The existing covered parking provides for 10 stalls. The equipment currently not covered would require an additional 4 stalls. To provide cover to the existing fleet the structure would need to be 48' x 100' (4,800 sq. ft). Staff utilized data from the last covered storage building and added a 25% increase to estimated costs. The purchase and construction of this structure would exceed \$50,000 threshold and would need to follow Procurement Law. The estimated costs is \$85,000-\$95,000, this includes the prefab building, installation, electrical work and additional costs for the bid process, engineering and other miscellaneous expenses.

Mayor Bowen asked where the money would come from. Assistant City Manager/Finance Director Debbie Whitley replied the money would come from the General Fund/Fund balance.

Council member White asked how many feet it would be for all equipment to be under covered storage and have space for future growth. Public Works Director Sean Densmore responded if Council is looking at covering the whole fleet, staff would have to go back and inventory and measure for height of equipment for a better estimate.

Based on Council input, Staff will inventory fleet and bring back for Council consideration at the next meeting.

Council member Wenger asked if the covering was only top and sides. Mr. Densmore responded it would a covering of three sides.

City Manager Stacey Almond added that staff is still working on platting the Public Works property and some right of way will need to be abandoned. In order for staff to facilitate

this project, it will need to be done in a couple of steps. First, staff will need to plat the property and negotiate some frontage for the property. Currently there is space for one unit but for additional units, it would be in the right of way which will need to be abandoned. Also, in 2015 Council approved an ordinance that waived Public Works property from conforming to the zoning ordinance thus relieving them from the masonry requirements for the project. Staff is also working with the property owner at 4200 White Street for the purchase of an additional half acre. Staff would feel more comfortable if those requirements were completed before moving forward. The plat is ready to be presented once the purchase of the additional half acre is complete. Staff will bring back two options for Council to reevaluate during mid-year.

## **F. GENERAL ITEMS**

### **F.1 DISCUSS AND CONSIDER THE FIRST READING OF ORDINANCE NO. 1131, GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY, LLC, AND ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF LAKE WORTH THROUGH SEPTEMBER 30, 2039.**

#### **1<sup>ST</sup> READING - APPROVED**

City Manager Stacey Almond presented the item. The item before Council is to consider the proposed ordinance that will grant Oncor Electric Delivery Company, LLC the right, privilege and franchise to construct, extend, maintain and operate in, along, under an across the present and future streets, alleys, highways, public utility easements, public ways and other public property of the city. This franchise agreement does not grant the company the right to engage in any other activities within the city other than specified in the ordinance. Oncor shall, except in certain cases, provide the city reasonable notice, and obtain a permit, prior to performing work in public right-of-way.

In consideration for the grant of right-of-way Oncor shall pay the city the following:

- A final quarterly payment will be made on or before December 15, 2018, for the basis period of July 1, 2018 through September 30, 2018 and the privilege period of July 1, 2019 through September 30, 2019 in accordance with the provisions in the previous franchise agreement.
- As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the City in 2002 was 0.002873 (the "Base Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Oncor and city the franchise fee factor was increased to a franchise fee factor of 0.003017 (the "Current Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries on a quarterly

basis. However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time disallow Company's recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.002873 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

Per the City Charter the City Council shall vote on two separate regular meetings of the City Council and shall not be finally passed until at least fifteen (15) days after the first reading; and no such ordinance shall take effect until thirty (30) days after its final passage. The second reading of Ordinance No. 1131 will take place at the November 13, 2018 during the regular City Council meeting.

**A MOTION WAS MADE BY COUNCIL MEMBER STUARD, SECONDED BY MAYOR PRO TEM NARMORE TO APPROVE THE FIRST READING OF ORDINANCE NO. 1131, GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF LAKE WORTH THROUGH SEPTEMBER 30, 2039.**

**MOTION TO APPROVE CARRIED 7-0.**

**F.2 DISCUSS AND CONSIDER APPROVAL OF A CONTRACT WITH THE DEPARTMENT OF PUBLIC SAFETY TO PARTICIPATE IN THE FAILURE TO APPEAR PROGRAM AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

**APPROVED**

Municipal Court Director Natacha Valdez summarized the item. City Council is being asked to consider approval of a contract with the Department of Public Safety to participate in the Failure to Appear Program. Chapter 706 of the Texas Transportation Code allow cities to enter into an agreement with the Department of Public Safety to deny renewal of a defendant's driver's license if they have failed to appear for a complaint/citation or failed to pay/satisfy a judgment ordering payment of a fine. Defendant's will not be allowed to renew their driver's licenses until the violation is resolved with the court. The program is maintained for the Department of Public Safety by OmniBase Services of Texas. Each complaint/citation sent to OmniBase will incur a \$30.00 administrative fee in which \$20.00 will be remitted to the State Comptroller, \$6.00 will be paid to OmniBase, and \$4.00 will be kept by the City with no designation. This contract is for a period of one (1) year with an automatic renewal on an annual basis with a 30-day termination notice by either party.

**A MOTION WAS MADE BY COUNCIL MEMBER WENGER, SECONDED BY COUNCIL MEMBER WHITE TO APPROVE A CONTRACT WITH THE DEPARTMENT OF PUBLIC SAFETY TO PARTICIPATE IN THE FAILURE TO APPEAR PROGRAM AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

**MOTION TO APPROVE CARRIED 7-0.**



**F.3 DISCUSS AND CONSIDER APPROVAL OF A CONTRACT WITH THE PAYMENT GROUP (TPG) FOR PROCESSING OF CREDIT CARDS FOR MUNICIPAL COURT PAYMENTS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.**

**APPROVED**

Municipal Court Director Natacha Valdez stated that agenda items F.3 and F.4 were the same agreement for online processing of credit card payments. One agreement is for Municipal Court (F.3) and the other is for Utility Billing (F.4) water payments. Staff is recommending the City change credit card processing companies to The Payment Group. The Payment Group is integrated with the Municipal Court records management system to automatically post online or phone payments directly to the court system and allows the Court to send text messages to defendants with status updates of their citation (court date reminders, appearance date reminders, payment plan due reminders, etc.). The Payment Group has also agreed upon the same rates as the city currently offers court customers except for utility payments processed online. The current utility charge is a flat \$4.95 fee but with The Payment Group it would be 3.5%. On a \$69.79 (5k usage-city average bill) the fee with nCourt would be \$4.95 and with The Payment Group it would be \$2.44 to the resident. Both contracts are for one (1) year period with an automatic renewal on an annual basis with a 30-day termination notice by either party. The change would go into effect January 2019 allowing ample time to notify nCourt per the current contract requirements.

**A MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY COUNCIL MEMBER STUARD, TO APPROVE ITEM F.3 AS PRESENTED.**

**MOTION TO APPROVE CARRIED 7-0.**

**F.4 DISCUSS AND CONSIDER APPROVAL OF A CONTRACT WITH THE PAYMENT GROUP (TPG) FOR PROCESSING OF CREDIT CARD PAYMENTS FOR UTILITY, PERMIT, AND MISCELLANEOUS CHARGES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

**APPROVED**

This item was presented and discussed with agenda item F.3 above.

**A MOTION WAS MADE BY COUNCIL MEMBER STUARD, SECONDED BY COUNCIL MEMBER PARSLEY, TO APPROVE ITEM F.4 AS PRESENTED.**

**MOTION TO APPROVE CARRIED 7-0.**

**F.5 DISCUSS AND CONSIDER ORDINANCE NO. 1129, APPOINTMENT OF JIM MINTOR AS MAGISTRATE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A TWO-YEAR AGREEMENT FOR MAGISTRATE SERVICES.**

## **APPROVED**

Municipal Court Director Natacha Valdez requested to present agenda items F.5 and F.6 since the items were related. In February 2018, the Lake Worth Municipal Court implemented video arraignment procedures in the jail and Associate Judge Craig Magnuson agreed to provide magistrate duties. Upon the renewal of his appointment and service agreement, the City and Judge Magnuson could not come to an agreement on the terms of his duties and compensation. This resulted in Judge Magnuson submitting a letter of resignation for his magistrate duties for the City. Staff is recommending appointment of Jimmy "Jim" Minter (F.5) to serve as the City's Magistrate and Renee Culp (F.6) to serve as the alternate in the absence of Mr. Minter. Both have agreed to provide magistrate duties per the terms set out in their service agreements. The agreements are for a two-year term and will expire on October 8, 2020. The City will compensate the Magistrate (Mr. Minter) at a flat-rate of \$1,200 per month. There is no compensation for the alternate Magistrate (Ms. Culp).

**A MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY COUNCIL MEMBER WHITE, TO APPROVE ORDINANCE NO. 1129, ITEM F5 AS PRESENTED.**

**MOTION TO APPROVE CARRIED 7-0.**

**F.6 DISCUSS AND CONSIDER ORDINANCE NO. 1130, APPOINTMENT OF RENEE CULP AS AN ALTERNATE MAGISTRATE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A TWO-YEAR AGREEMENT FOR MAGISTRATE SERVICES.**

## **APPROVED**

This item was presented and discussed with agenda item F.5 above.

**A MOTION WAS MADE BY MAYOR PRO TEM NARMORE, SECONDED BY COUNCIL MEMBER PARSLEY, TO APPROVE ORDINANCE NO. 1130.**

**MOTION TO APPROVE CARRIED 7-0.**

## **G. MAYOR AND COUNCIL ITEM(S)**

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

Mayor Walter Bowen reported the Tarrant County Mayor's Council Annual Banquet will be held at the Fort Worth Club on Monday, December 3rd.

## **H. EXECUTIVE SESSION**

No items for this category.

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

No action required.

**K. ADJOURNMENT**

Mayor Walter Bowen adjourned the meeting at 7:18 p.m.

**APPROVED**

By: \_\_\_\_\_  
Walter Bowen, Mayor

**ATTEST:**

\_\_\_\_\_  
Monica Solko, City Secretary

## Lake Worth City Council Meeting – November 13, 2018

### Agenda Item No. B.2

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**From:** Debbie Whitley, ACM/ Director of Finance

**Item:** Approve Finance reports for the month of October 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 October 2018.

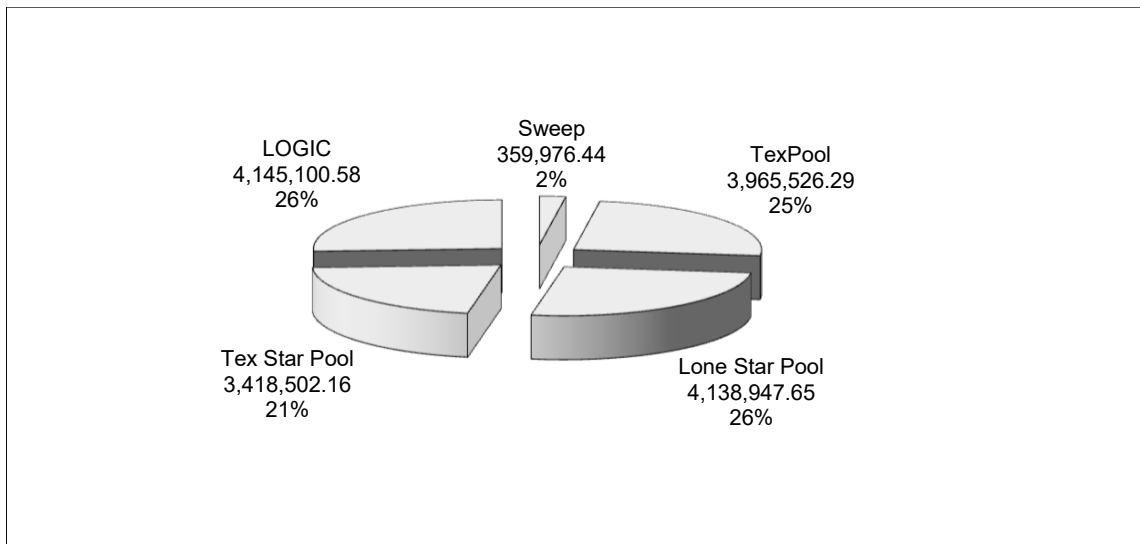
**CITY OF LAKE WORTH  
CASH POSITION  
As of October 31, 2018**

	Checking Account	TexPool	Lone Star Pool	TexStar	LOGIC	Total
General Fund	141,141.77	2,315,362.30	2,371,064.24	2,349,121.72	2,378,609.96	9,555,299.99
Park Fund	12,720.86	174,967.89			185,191.05	372,879.80
Child Safety Fund	12,555.32					12,555.32
Court Technology	10,440.34					10,440.34
Court Security Fund	22,118.83				48,333.20	70,452.03
Confiscated Property Fund						0.00
Street Maintenance		509,015.10	501,272.73	509,860.36	509,139.68	2,029,287.87
Crime Control	29,955.41	194,836.18	197,923.08	190,960.74		613,675.41
PEG Fund					74,945.73	74,945.73
Water/Sewer Fund	93,371.85	712,998.83	708,606.66		666,936.34	2,181,913.68
Debt Service	6,935.22	58,345.99	55,460.84			120,742.05
2008 CO Series				48,252.02		48,252.02
Hotel/Motel Tax Fund	30,736.84		304,620.10	320,307.32	281,944.62	937,608.88
Total All Cash & Invstments	359,976.44	3,965,526.29	4,138,947.65	3,418,502.16	4,145,100.58	16,028,053.12

# CITY OF LAKE WORTH INVESTMENT ACTIVITY *As of October 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	\$359,976.44
<i>(Funds covered by FDIC and Pledged Collateral by Bank of Texas)</i>	
Total Funds Held In TexPool	\$3,965,526.29
<i>(NAV \$1.00 per share, 3,965,526 shares; WAM 1 day)</i>	
Total Funds Held In Lone Star Pool	\$4,138,947.65
<i>(NAV \$1.00 per share, 4,138,948 shares; WAM 1 day)</i>	
Total Funds Held In TexStar Pool	\$3,418,502.16
<i>(NAV \$1.00 per share, 3,418,502 shares; WAM 1 day)</i>	
Total Funds Held In LOGIC	\$4,145,100.58
<i>(NAV \$1.00 per share, 4,145,101 shares; WAM 1 day)</i>	
Total All Funds	\$16,028,053.12



Prepared By: *Debbie Whitley*

Date: November 3, 2018

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
<b>GENERAL FUND</b>					
Mayor/Council	15,611.00	408.94	408.94	15,202.06	3%
Administration	1,258,493.00	22,067.32	22,067.32	1,236,425.68	2%
Admin-Finance	454,302.00	19,613.63	19,613.63	434,688.37	4%
Admin-HR/Risk Mgmt	164,638.00	5,491.35	5,491.35	159,146.65	3%
Admin-Multi-Purpose Center	32,725.00	349.69	349.69	32,375.31	1%
Admin-Multi-LW Area Museum	5,300.00	36.00	36.00	5,264.00	1%
Police	2,436,219.00	98,968.87	98,968.87	2,337,250.13	4%
Fire	2,287,689.00	137,713.27	137,713.27	2,149,975.73	6%
Street	1,098,004.00	31,501.65	31,501.65	1,066,502.35	3%
Library	278,324.00	14,166.04	14,166.04	264,157.96	5%
Parks	420,265.00	15,478.48	15,478.48	404,786.52	4%
Maintenance Dept	242,634.00	8,208.93	8,208.93	234,425.07	3%
Senior Citizens	150,815.00	6,614.74	6,614.74	144,200.26	4%
Municipal Court	261,793.00	13,047.86	13,047.86	248,745.14	5%
Animal Control	127,008.00	4,688.39	4,688.39	122,319.61	4%
Emergency Management	22,450.00	8,125.00	8,125.00	14,325.00	36%
Permits & Inspections	301,001.00	15,520.01	15,520.01	285,480.99	5%
P & I - Planning & Zoning	103,997.00	9,646.42	9,646.42	94,350.58	9%
P & I - Code Compliance	37,000.00	116.33	116.33	36,883.67	0%
Information Technology	611,602.00	44,410.97	44,410.97	567,191.03	7%
Economic Dev Activities	633,132.00	10,100.00	10,100.00	623,032.00	2%
Total General Fund	10,943,002.00	466,273.89	466,273.89	10,476,728.11	4%

<b>WATER/SEWER FUND</b>					
Administration	525,773.00	4,738.89	4,738.89	521,034.11	1%
Water Supply	932,585.00	8,078.29	8,078.29	924,506.71	1%
Water Distribution	420,202.00	12,970.50	12,970.50	407,231.50	3%
Sewer Department	1,450,756.00	3,297.25	3,297.25	1,447,458.75	0%
Total Water/Sewer	3,329,316.00	29,084.93	29,084.93	3,300,231.07	1%

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

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
<b>GENERAL FUND</b>					
Property Taxes	913,800.00	17,684.62	17,684.62	896,115.38	2%
Franchise Fees	450,000.00	112.17	112.17	449,887.83	0%
Sales and Beverage Taxes	7,456,000.00			7,456,000.00	0%
Fines and Warrants	465,800.00	29,333.74	29,333.74	436,466.26	6%
License & Permits	137,850.00	10,428.86	10,428.86	127,421.14	8%
Sanitation	191,500.00	16,511.76	16,511.76	174,988.24	9%
Animal Control	7,500.00	275.00	275.00	7,225.00	4%
Investment Income & Misc	515,353.00	51,531.03	51,531.03	463,821.97	10%
Due From Other Funds	171,976.00			171,976.00	0%
Use of Prior Year Reserves	633,223.00			633,223.00	0%
Transfer In-Other Funds					0%
Total General Fund	10,943,002.00	125,877.18	125,877.18	10,817,124.82	1%

<b>WATER/SEWER FUND</b>					
Water Sales	1,400,000.00	51,738.87	51,738.87	1,348,261.13	4%
Water Tap Fees	1,000.00	750.00	750.00	250.00	75%
Water Service Charge	59,000.00	8,063.73	8,063.73	50,936.27	14%
Sewer Charges	985,000.00	50,306.25	50,306.25	934,693.75	5%
Sewer Tap Fees	3,000.00	3,000.00	3,000.00	0.00	100%
Interest Income & Miscellaneous	53,590.00	4,194.51	4,194.51	49,395.49	8%
Transfers In	319,732.00			319,732.00	0%
Use of Prior Year Reserves	507,994.00			507,994.00	0%
Total Water/Sewer Fund	3,329,316.00	118,053.36	118,053.36	3,211,262.64	4%

<b>DEBT SERVICE FUND</b>					
Property Tax Revenue	1,197,356.00	22,914.96	22,914.96	1,174,441.04	2%
Investment Income & Misc	7,500.00	4.04	4.04	7,495.96	0%
Transfers In	423,943.00	0.00	0.00	423,943.00	0%
Use of Prior Year Reserves	51,000.00			51,000.00	0%
Total Debt Service	1,679,799.00	22,919.00	22,919.00	1,656,880.00	1%



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

		Current % Incr or Decrease
Current Month Receipts	523,370.53	
Same Month, Last Year	529,575.79	-1.172%
Same Month, 2 Years Ago	538,833.41	-2.870%
Current YTD Total	7,404,757.80	
YTD, Last Year	7,442,502.72	-0.507%
YTD, 2 Years Ago	7,213,674.62	2.649%

*Current Year Budget is \$6,800,000*

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

REVENUE SOURCE:

UTILITY DONATIONS	825.00
DONATIONS - KIDS & TREES	0.00
DONATIONS - NAVAJO PARK	0.00
DONATIONS - RAYL PARK	0.00
DONATIONS - LAKE WORTH PARK	0.00
INVESTMENT INCOME	9.70
CONTRIBUTIONS FROM OTHER FUNDS	0.00
MISCELLANEOUS	0.00
Total Revenue	<u>834.70</u>

EXPENDITURE CATEGORY:

MISCELLANEOUS	0.00
PARK MAINTENANCE	0.00
CHARBONNEAU PARK	0.00
LAKE WORTH PARK	0.00
NAVAJO PARK	0.00
GRAND LAKE PARK	0.00
REYNOLDS PARK	0.00
RAYL PARK	0.00
TELEPHONE ROAD PARK	0.00
DAKOTA PARK	0.00
EQUIPMENT PURCHASE/IMPROVEMENTS	0.00
Total Expenditure	<u>0.00</u>

REVENUE OVER EXPENDITURES 834.70

<u>CASH POSITION</u>	
CHECKING	12,720.86
INVESTMENTS	<u>360,158.92</u>
TOTAL CASH	372,879.78

CITY OF LAKE WORTH  
STREET MAINTENANCE  
October 2018

**Revenue**

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
Interest & Misc Income	27,000.00	0.00	0.00	27,000.00	0%
Use of Prior Yr Rsrvs	540,000.00			540,000.00	
Total Revenue	567,000.00	0.00	0.00	567,000.00	0%

**Expenditures**

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Miscellaneous				0.00	0%
Barricades & Markers	12,000.00			12,000.00	0%
Street Projects	380,000.00	1,033.92	1,033.92	378,966.08	0%
Concrete Replacement	175,000.00			175,000.00	0%
Total Expenditures	567,000.00	1,033.92	1,033.92	565,966.08	0%

CITY OF LAKE WORTH  
CCPD  
October 2018

**Revenue**

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
Sales Tax	1,045,000.00			1,045,000.00	0%
SRO Reimbursement	46,327.00			46,327.00	0%
Interest & Misc Income	8,500.00	24.26	24.26	8,475.74	0%
Use of Prior Yr Rsrvs	57,763.00			57,763.00	
Total Revenue	1,157,590.00	24.26	24.26	1,157,565.74	0%

**Expenditures**

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Salaries	806,406.00	54,347.52	54,347.52	752,058.48	7%
Supplies	51,450.00	3,700.00	3,700.00	47,750.00	7%
Maintenance	23,225.00			23,225.00	0%
Services	101,905.00	20,025.57	20,025.57	81,879.43	20%
Equipment	100,500.00	4,683.20	4,683.20	95,816.80	5%
Transfers Out	74,104.00			74,104.00	0%
Total Expenditures	1,157,590.00	82,756.29	82,756.29	1,074,833.71	7%

## Lake Worth City Council Meeting – November 13, 2018

### Agenda Item No. B.3

---

**From:** Kelly McDonald, Purchasing Coordinator/Risk Manager

**Item:** Approve a Master Intergovernmental Purchasing Agreement with North Central Texas Council of Governments, North Texas Share program and authorize the City Manager to execute same.

**Summary:**

North Central Texas Council of Governments (NCTCOG), North Texas SHARE, is a new program designed to deliver a customer-focused marketplace and meet the needs of North Texas' Public Sector entities.

The SHARE program is the direct outcome of local governments partnering together to identify common needs in the North Texas area and developing solutions through collaboration and cooperative purchasing programs.

SHARE allows all the benefits associated with cooperative purchases including, but not limited to:

- Reduced administrative efforts
- Simplified procurement processes
- Access to quality contracts and qualified vendors
- Receive services and products faster
- Competitive volume pricing rate

**Fiscal Impact:**

N/A

**Attachments:**

1. North Texas SHARE Master Interlocal Purchasing Agreement

**Recommended Motion or Action:**

Approve a Master Interlocal Purchasing Agreement with North Texas SHARE and authorize the City Manager to execute same.

## MASTER INTERLOCAL PURCHASING AGREEMENT

**THIS MASTER INTERLOCAL AGREEMENT** (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and \_\_\_\_\_, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at \_\_\_\_\_

**WHEREAS**, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, Participant has represented that it is an eligible entity under the Act, that it is authorized to enter into this Agreement on \_\_\_\_\_ (Date), and that it desires to contract with NCTCOG on the terms set forth below;

**NOW, THEREFORE**, NCTCOG and the Participant do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

### **ARTICLE 2: SCOPE OF SERVICES**

The Participant appoints NCTCOG its true and lawful purchasing agent for the purchase of certain products and services (“Products” or “Services”) through the **North Texas SHARE** program. Participant will access the Program through **www.NorthTexasSHARE.org**. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of North Texas SHARE. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant’s solicitation documents. Title to all products purchased under the North Texas SHARE program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant from purchasing Products and/or Services offered in the North Texas SHARE program directly from the vendor/supplier.

### **ARTICLE 3: PAYMENTS**

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability to the Participant for any goods or services Participant purchases through the North Texas SHARE program.

### **ARTICLE 4: PERFORMANCE PERIOD**

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below.

### **ARTICLE 5: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the North Texas SHARE program.

### **ARTICLE 6: TERMINATION PROCEDURES**

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive such cancellation, as well as any other Participant costs incurred prior to the effective date of the cancellation.

### **ARTICLE 7: APPLICABLE LAWS**

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

### **ARTICLE 8: DISPUTE RESOLUTION**

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

### **ARTICLE 9: MISCELLANEOUS**

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

**North Central Texas Council of Governments**

North Texas SHARE

616 Six Flags Drive, Arlington, Texas 76011

\_\_\_\_\_  
Name of Participant Agency

\_\_\_\_\_  
NCTCOG Executive Director or Designee

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Signature of Executive Director or Designee

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Official or Designee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Lake Worth City Council Meeting – November 13, 2018**

**Agenda Item No. B.4**

---

**From:** Stacey Almond, City Manager

**Item:** Approve Resolution No. 2018-33, adopting and authorizing the use of construction manager at risk delivery method for the construction of records storage building, police parking and animal control facility repairs.

**Summary:**

Staff presents this resolution to approve the construction manager-at-risk delivery method for the construction of the records storage building, police parking area, and animal control facility repairs.

As authorized by the Texas Government Code Sec. 2269.053, the City Council desires to delegate its authority under Chapter 2269 to the City Manager, additionally the Council desires to designate the City Manager as its designated representative for all purposes related to the projects listed in the Resolution.

**Fiscal Impact:**

N/A

**Attachments:**

1. Resolution No. 2018-33

**Recommended Motion or Action:**

Approve Resolution No. 2018-33, adopting and authorizing the use of construction manager at risk delivery method for the construction of records storage building, police parking and animal control facility repairs.

## **RESOLUTION NO. 2018-33**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS, ADOPTING AND AUTHORIZING THE USE OF THE CONSTRUCTION MANAGER-AT-RISK DELIVERY METHOD FOR THE CONSTRUCTION OF RECORDS STORAGE BUILDING, POLICE PARKING, AND ANIMAL SERVICES BUILDING REPAIRS; DELEGATING AUTHORITY TO THE CITY MANAGER TO TAKE ALL NECESSARY ACTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lake Worth desires to make necessary improvements consisting of the construction of Records Storage building, Police Parking, and Animal Services building repairs (the "Project") for the health, safety, and general welfare of the citizens of the City of Lake Worth, Texas; and

**WHEREAS**, the City Council desires to adopt and utilize the construction manager-at-risk delivery method for the construction of the Project as provided by Chapter 2269, Texas Government Code; and

**WHEREAS**, the City Council finds that the construction manager-at-risk delivery method provides the best value for the City of Lake Worth, Texas; and

**WHEREAS**, as authorized by Texas Government Code Sec. 2269.053, the City Council desires to delegate its authority under Chapter 2269 to the City Manager and desires to designate the City Manager as its designated representative for all purposes related to this Project.

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

### **SECTION 1.**

The City Council hereby adopts and authorizes the use of the construction manager-at-risk delivery method for the construction of the Project in the City of Lake Worth, Texas, and finds that the construction manager-at-risk delivery method provides the best value for the City.

### **SECTION 2.**

The City Council hereby delegates its authority under Texas Government Code Chapter 2269 to the City Manager, designates the City Manager as its designated representative for all purposes related to this Project, and authorizes the City Manager and her designee(s) to take all actions necessary to accomplish the purposes and actions authorized herein.

**SECTION 3.**

No delegation of authority under Section 2 of this resolution will limit the City Council's ultimate authority to select an offeror pursuant to Section 2269.254 of the Texas Government Code.

**SECTION 4.**

This resolution shall take effect immediately upon adoption.

**ADOPTED BY THE CITY COUNCIL this 13th day of November, 2018.**

**CITY OF LAKE WORTH**

\_\_\_\_\_  
Walter Bowen, Mayor

**ATTEST:**

\_\_\_\_\_  
Monica Solko, City Secretary

**Lake Worth City Council Meeting – November 13, 2018**

**Agenda Item No. D.1**

---

**FROM:** Suzanne Meason, Planning & Zoning Administrator

**ITEM:** Discuss and consider Resolution No. 2018-32, appointing members to the Board of Adjustment Places 4 and Alternate Place 6.

**SUMMARY:**

Applications have been submitted to fill two of the three vacant positions currently on the Board of Adjustment.

The terms of office for the board members appointed to Places 4 and Alternate 6 on the Board of Adjustment will expire on October 1, 2020. The term of office is a two-year term.

The following have submitted application for consideration of appointment:

BOARD OF ADJUSTMENT:

Place 4	Bill Still (currently vacant)	<u>Term expires</u> Oct. 1, 2020
Alternate, Place 6	Yvonne “Bonnie” Amick (currently vacant)	Oct. 1, 2020

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2018-32
2. Board of Adjustment Application(s)

**RECOMMENDED MOTION OR ACTION:**

Move to approve Resolution No. 2018-32, appointing Bill Still to Place 2 of the Board of Adjustment and Yvonne “Bonnie” Amick to Alternate Place 6 of the Board of adjustment with term expiring October 1, 2020.

## RESOLUTION NO. 2018-32

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH; APPOINTING MEMBERS TO THE BOARD OF ADJUSTMENT; ESTABLISHING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

**WHEREAS**, annual appointment terms consist of Places 1, 3, 5, and 7 being appointed in odd-numbered years and Places 2, 4, and 6 appointments in even-numbered years; and

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

**WHEREAS**, the applications for appointment have been submitted for consideration by the City Council.

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

**SECTION 1.** The following members have been submitted for nomination and approved by a majority of the City Council.

#### Board of Adjustment

Bill Still	Place 4	Term expiring October 1, 2020
Yvonne "Bonnie" Amick	Alternate, Place 6	Term expiring October 1, 2020

**PASSED AND APPROVED** on this the 13th day of November, 2018.

**CITY OF LAKE WORTH**

By: \_\_\_\_\_  
Walter Bowen, Mayor

**ATTEST:**

\_\_\_\_\_  
Monica Solko, City Secretary



## BOARD/COMMISSION CANDIDATE APPLICATION

Name: Bill Still		
Home Address: 6309 Canyon Trail		
Spouse's Name: Laura		
Home Phone: 817-238-0391		Cell Phone: 817-320-4490
Resident since: 2007		E-Mail: bgstill@att.net
Employer: Retired		
		Years: 2
Occupation:		E-Mail: bgstill@att.net
Previous	Street Address	
Residence	City	State Zip

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

☐ Animal Shelter Advisory Committee

☒ Board of Adjustment

☐ Planning & Zoning Commission

☐ Other

### Previous and current volunteer/community service:

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

Lake Worth Charter Review Commission this pass year

What do you hope to accomplish by serving on a board or commission?  
To give back to Lake Worth! A great place to live.



## BOARD/COMMISSION CANDIDATE APPLICATION

### Background

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

☐ Yes ☒ No

If yes, explain: \_\_\_\_\_

What is your occupational experience? \_\_\_\_\_

37 years at Lockheed Martin.

Areas of Interest: \_\_\_\_\_

Traveling, gardening, fly fishing

What else would you like to tell us about yourself? \_\_\_\_\_

  
Applicant Signature

10-13-18  
Date

Return completed form to: City of Lake Worth, Attn: City Secretary  
3805 Adam Grubb  
Lake Worth, Texas 76135  
or via e-mail or fax to: E-Mail: citysecretary@lakeworthtx.org  
Fax (817) 237-9684

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

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

For City Secretary's Use Only

Date Appointed \_\_\_\_\_

Date application received \_\_\_\_\_

Term Expiring \_\_\_\_\_

Received by \_\_\_\_\_

Appointed to Place \_\_\_\_\_



RECEIVED

NOV 01 2018

## BOARD/COMMISSION CANDIDATE APPLICATION

Name: Yvonne (Bonnie) Amick	
Home Address: 4325 Boat Club Rd Lake Worth TX	
Spouse's Name: R. L. Amick	
Home Phone: 817-999-5542 Cell Phone: 817-999-5542	
Resident since: 1989 - November E-Mail: yvonne.amick@gmail.com	
Employer: Retired Years:	
Occupation: Domestic Engineer E-Mail:	
Previous Residence	Street Address 4221 Sue Ct
City LAKE WORTH	State TX Zip 76135

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

☐ Animal Shelter Advisory Committee☐ Board of Adjustment☐ Planning & Zoning Commission☐ Other

## Previous and current volunteer/community service:

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

Additional information may be attached.

EDOC Board  
City Charter Committee

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

To become involved in local city interests





## BOARD/COMMISSION CANDIDATE APPLICATION

### Background

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

☐ Yes

☒ No

No

If yes, explain: \_\_\_\_\_

What is your occupational experience?

Retail Sales, Merchandise  
Manager for four different pharmaceutical  
companies. Owned my own Sewing business

Areas of Interest:

Family, spending time with grand children.  
oil painting, needlecraft, Sewing, design of all types.

What else would you like to tell us about yourself?

I am a christian. I am  
independent, loyal, dependable.

Applicant Signature

Date

Return completed form to:

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

Lake Worth, Texas 76135

or via e-mail or fax to:

E-Mail: [citysecretary@lakeworthtx.org](mailto:citysecretary@lakeworthtx.org)

Fax (817) 237-9684

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

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

For City Secretary's Use Only

Date Appointed \_\_\_\_\_

Date application received \_\_\_\_\_

Term Expiring \_\_\_\_\_

Received by \_\_\_\_\_

Appointed to Place \_\_\_\_\_

**Lake Worth City Council Meeting – November 13, 2018**

**Agenda Item No. E.1**

---

**From:** Sean Densmore, Director of Public Works

**Item:** Discuss and consider an agreement with Tarrant County Sheriff's Office, Labor Detail Program and authorize the City Manager to execute same.

**Summary:**

This is a request for personnel to be provided by the Tarrant County Sheriff's Office for assistance with upcoming projects planned by the Public Works Department such as clearing out the drainage ditches.

Assistance provided are court ordered participants assigned to do community service work and are not considered employees. Tarrant County, its officers, and employees are not generally liable for damages or injuries to persons serving in the program.

Our responsibilities consist of:

- Provide work assignments for participants;
- Provide supervision and ensure that they comply with Labor Detail rules;
- Provide reports of hours worked and performance evaluations if required;
- Report any issue of conflict; and
- Offer medical treatment or call 9-1-1, as appropriate if participant is to get injured and provide a written report of all medical matters.

**Fiscal Impact:**

N/A

**Attachments:**

1. Tarrant County Sheriff's Office Judicial Services Division Labor Detail Agency Agreement

**Recommended Motion or Action:**

Move to approve an agreement with the Tarrant County Sheriff's Office, Labor Detail Program and authorize the City Manager to execute same.



1813 Coldsprings Rd.  
Fort Worth, Texas 76102-2084

# **TARRANT COUNTY SHERIFF'S OFFICE**

## **JUDICIAL SERVICES DIVISION**

### **LABOR DETAIL**



Phone-817-884-1638  
Fax - 817-884-3393

January 1, 2018

### **AGENCY AGREEMENT**

We have entered into an agreement with the Tarrant County Sheriff's Labor Detail Program to act as a placement agency for individuals assigned to do community service work. These individuals are Court Ordered Participants and are not to be considered employees for any purpose. Nor will they be utilized to perform any type of personal service for anyone. We realize that Tarrant County, its officers, and employees *are not generally liable* for damages or injuries to persons serving in this program.

As a participating agency in the Labor Detail Program we agree to:

1. Provide participant work assignments as agreed with the Labor Detail staff.
2. Provide supervision of participants while on the job, and ensure that they comply with Labor Detail rules.
3. Ensure that each participant works the required number of hours; and, we will report that information to the Labor Detail Office, if required.
4. Provide necessary information to the Labor Detail Office for evaluation of the participant's work performance.
5. Report issues of conflict concerning job duties, time, or personal problems to the Labor Detail Office.
6. Provide safe transportation of the participants. (e.g Do not transport participants in an open bed of a pickup truck /trailer)
7. If a participant is injured, or incurs a serious medical condition, while under our supervision, we will either offer medical treatment (e.g. First Aid kit, transportation to a medical facility) or call 9-1-1 for assistance, as appropriate. We will provide a written report to the Labor Detail Office of all medical matters involving participants.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Tax Exempt Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone & Fax Number

**PLEASE RETURN THIS PAGE TO TARRANT COUNTY LABOR DETAIL.**



1813 Coldsprings Rd.  
Fort Worth, Texas 76102-2084

# **TARRANT COUNTY SHERIFF'S OFFICE**

## **JUDICIAL SERVICES DIVISION**

### **LABOR DETAIL**



Phone-817-884-1638  
Fax - 817-884-3393

January 1, 2018

Tarrant County Sheriff's Department Provider:

To become a work site for the Tarrant County Sheriff's Labor Detail Program court ordered participants, you need only complete the attached forms: (1) Agency Agreement (2) Agency description and (3) provide a daily hours report on each defendant placed with you to perform Labor Detail service. These forms need to be returned to the TCSDLDP, 1813 Cold Springs Rd., Ft. Worth, Tx. 76102 or faxed back at 817-884-3393. An explanation of how to complete these forms follows.

#### **AGENCY AGREEMENT**

This document will serve as a contract with your agency. This agreement must include your tax exempt number. If you have any questions about this agreement, please call the TCSDLDP to clarify.

#### **AGENCY DESCRIPTION**

The TCSDLDP will utilize your agency description to match defendants with your agency needs, therefore it is imperative that you be very specific when completing the form. The days and times that workers are needed is extremely important, as are your contact person/telephone number; skills needed; and offense exclusion. Please use the comment section to give us any additional information about your agency that you feel is important in making a placement. Use more than one agency agreement description if your agency has several job locations.

#### **HOURS REPORT**

Finally, since the TCSDLDP will be reporting defendant hours to the courts, your agency must complete the daily hour report which is provided for you on each defendant. This report will be due in our office by 10:00 am each day you receive a community service participant. These reports will reflect daily hours worked. Send by FAX (817) 884-3393 or contact at (817)884-1638.

#### **NOTE**

Representatives of providers may not engage in a personal relationship with a participant, while the participant is a court ordered program such a relationship will result in the providing organization losing its ability to use court ordered participants. A provider will disclose any such relationship to the Sheriff's Office as soon as possible.





1813 Coldsprings Rd.  
Fort Worth, Texas 76102-2084

**TARRANT COUNTY SHERIFF'S OFFICE**  
**JUDICIAL SERVICES DIVISION**  
**LABOR DETAIL**



Phone-817-884-1638  
Fax - 817-884-3393

January 1, 2018  
AGENCY DESCRIPTION

AGENCY : \_\_\_\_\_

DIVISION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE: \_\_\_\_\_ PARTICIPANTS NEEDED: \_\_\_\_\_

FAX: \_\_\_\_\_

DATES AND TIMES NEEDED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Work location (if different from agency location): \_\_\_\_\_

\_\_\_\_\_

Offense exclusions: \_\_\_\_\_

Other Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
TCSLDLP signature Date

\_\_\_\_\_  
Authorized agency signature Date

**PLEASE RETURN THIS PAGE TO TARRANT  
COUNTY LABOR DETAIL.**

Agenda Item No. F.1

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**From:** Stacey Almond, City Manager

**Item:** Discuss and consider the second and final reading of Ordinance No. 1131, granting to ONCOR Electric Delivery Company LLC, an Electric Power Franchise to use the present and future streets, alleys, highways, public utility easements, public ways and public property of the City of Lake Worth through September 30, 2039.

**Summary:**

The proposed ordinance grants to Oncor Electric Delivery Company LLC, the right, privilege and franchise to construct, extend, maintain, and operate in, along, under and across the present and future streets, alleys, highways, public utility easements, public ways, and other public property of the city.

This franchise agreement does not grant the company the right to engage in any other activities within the city other than as specified in the attached ordinance. Oncor shall, except in certain cases, provide the city reasonable notice, and obtain a permit, prior to performing work in public right-of-way.

The location of Oncor's facilities in the public right-of-way shall be subject to approval by the City Manager prior to construction, provided said approval shall not be unreasonably withheld. In the event of a conflict the City Manager shall determine the location of the respective facilities or designate a reasonable alternate location within the city's right-of-way.

In consideration for the grant of right-of-way Oncor shall pay the city the following:

A. A final quarterly payment will be made on or before December 15, 2018, for the basis period of July 1, 2018 through September 30, 2018 and the privilege period of July 1, 2019 through September 30, 2019 in accordance with the provisions in the previous franchise agreement.

B. As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the City in 2002 was 0.002873 (the "Base Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Oncor and city the franchise fee factor was increased to a franchise fee factor of 0.003017 (the "Current Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries on a quarterly basis.

## Lake Worth City Council Meeting – November 13, 2018

### Agenda Item No. F.1

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However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time disallow Company's recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.002873 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

Per the Home Rule Charter for Lake Worth, Article VII, Franchise and Public Utilities, Section 7.03 Franchise: Power of City Council

"The City Council shall have power to grant, amend, renew or extend by ordinance all franchises of all public utilities of every character operating within the City of Lake Worth, and for such purposes is granted full power. All ordinances granting, amending, renewing, or extending franchises for public utilities shall be voted on at two separate regular meetings of the City council and shall not be finally passed until at least fifteen (15) days after the first reading; and no such ordinance shall take effect until thirty (30) days after its final passage; and pending such time, the full text of such ordinance shall be posted on the bulletin board at the City Hall of the City of Lake Worth, and the expense of such publication shall be borne by the proponent of the franchise. No public utility franchise shall be transferable except to persons, firms or corporations taking all or substantially all of the holder's business in the City of Lake Worth and except upon approval of an ordinance by the Council in accordance with this Section."

#### **Fiscal Impact:**

1. \$280,107 received in franchise fees from Oncor (2018 total)

#### **Attachments:**

1. Ordinance No. 1131

#### **Recommended Motion or Action:**

Move to approve the second and final reading of Ordinance No. 1131, granting to ONCOR Electric Delivery Company LLC, an Electric Power Franchise to use the present and future streets, alleys, highways, public utility easements, public ways and public property of the City of Lake Worth through September 30, 2039.

## **ORDINANCE NO. 1131**

**AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF LAKE WORTH, TEXAS; PROVIDING FOR COMPENSATION THEREFOR; PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE; PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.**

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

### **SECTION 1.** **GRANT OF AUTHORITY**

A. The City of Lake Worth, Texas ("City") hereby grants to Oncor Electric Delivery Company LLC, its successors and assigns (herein called "Company"), the right, privilege and franchise to construct, extend, maintain and operate in, along, under and across the present and future streets, alleys, highways, public utility easements, public ways and other public property ("Public Rights-of-Way") of the City, electric power lines with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines, telephone and communication lines, and other structures solely for Company's own use), (herein called "Facilities") for the purpose of delivering electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, for the term set out in Section 10.

B. The provisions set forth in this ordinance represent the terms and conditions under which Company shall construct, operate, and maintain its system facilities within the Public Rights-of-Way of the City. This franchise agreement shall in no way affect or impair the rights, obligations or remedies of the parties under PURA, other state, local, or federal laws, rules or regulations, or the Texas Constitution. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by the City, that Company believes is in violation of any federal, state, or local laws, rules or regulations.

C. This Franchise does not grant to the Company the right, privilege or authority to engage in any other activities within the City other than as specified in this Franchise or by federal and state laws, rules, and regulations.



**SECTION 2.**  
**USE OF PUBLIC RIGHTS-OF-WAY**

A. The poles, towers and other structures shall be so erected as not to unreasonably interfere with traffic over streets, alleys and highways.

B. Company shall, except in cases of (i) emergency conditions or (ii) routine maintenance and repair of facilities that do not involve any of the following (a) cutting or breaking of pavement or (b) closure of traffic lane for longer than 24 hours or (c) boring or (d) excavation greater than 100 cubic feet or (iii) connection of real property to a utility service on the same side of the Public Rights-of-Way if connection does not require a pavement cut in the Public Rights-of-Way or (iv) replacement of a single damaged pole and associated work within a ten (10) foot radius of the damaged pole or (v) installation of aerial lines on less than 11 existing poles or installation of aerial lines on less than 11 new poles, provide City reasonable advance notice, and obtain a permit, (if required by City Ordinance), prior to performing work in the Public Rights-of-Way, except in no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way, despite the City's enactment of any ordinance providing the contrary. Company shall construct and maintain its facilities in conformance with the applicable provisions of the National Electrical Safety Code or such comparable standards as may be adopted, and in a good and workmanlike manner.

C. The City retains the right to make visual, non-invasive inspections of the Company's facilities and upon reasonable notice and request, to require the Company to make available for inspection available records or data to demonstrate its current compliance with the terms of this Franchise.

D. The location of Company's facilities in the Public Rights-of-Way shall be subject to approval by the City Manager of City or the City Manager's designated representative (the "Manager") prior to construction; provided however, said approval shall not be unreasonably withheld. This approval will be obtained through the City's permitting process (if required by City Ordinance). In the event of a conflict between the location of the proposed facilities of Company and the locations of the facilities of City or other Public Rights-of-Way users which exist or have been authorized by the City, the Manager shall resolve the conflict and determine the location of the respective facilities within the City's Public Rights-of-Way, subject to Company's right to request review of the matter by any court or regulatory agency having jurisdiction. To avoid a facilities location conflict, the Manager will designate a reasonable alternate location within the City's Public Rights-of-Way for Company's facilities if a reasonable alternate location exists. The Company will use reasonable efforts to work with the City to avoid installing its facilities in park or City property other than utility easements or street, alley, or highway Right-of-Way.

E. The Company shall restore at the Company's expense, all work within the City Public Rights-of-Way, to a condition equally as good as it was immediately prior to being disturbed by Company's construction, excavation, repair or removal or to a condition agreed upon by City and Company. If City or Company believe that there are extenuating circumstances that do not allow for restoration of all work within the City Rights-of-Way to a condition equally as good as it was immediately prior to being disturbed by Company, City and Company will negotiate an alternative restoration plan (in writing) to remedy the situation. Absent an agreement to an alternative restoration plan, either party has a right to request review of the matter by any court or regulatory agency having jurisdiction.

F. Company shall cooperate with the City in providing information regarding the location of current and future overhead and underground wires and poles within City's Public Rights-of-Way. Reproducible copies of maps showing the location of all overhead and underground wires and poles within the Public Rights-of-Way shall be furnished to the City upon reasonable request, if available. The maps shall be provided in electronic digital format, if available.

### **SECTION 3.** **RELOCATION AND ABANDONMENT**

A. The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipe lines, cables, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may in City's sole discretion determine to be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, storm sewers, drainage basins, drainage ditches, and the like. City shall provide Company with at least thirty (30) days' notice when requesting Company to relocate facilities and shall specify a new location for such facilities along the Public Rights-of-Way. Company shall construct its facilities in conformance with the applicable provisions of the National Electrical Safety Code. City-requested relocations of Company facilities in the Public Rights-of-Way shall be at the Company's expense; provided however, if the City is the end use Retail Customer (customer who purchases electric power or energy and ultimately consumes it) requesting the removal or relocation of Company Facilities for its own benefit, or the project requiring the relocation is solely aesthetic/beautification in nature, it will be at the total expense of the City. Provided further, if the relocation request includes, or is for, the Company to relocate above-ground facilities to an underground location, City shall be fully responsible for the additional cost of placing the facilities underground.

B. If any other corporation or person (other than City) requests Company to relocate Company facilities located in City Rights-of-Ways, the Company shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's Facilities. City may not request the Company to pay for any relocation

which has already been requested, and paid for, by any entity other than City.

C. If City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

#### **SECTION 4.** **INDEMNIFICATION**

A. In consideration of the granting of this Franchise, Company shall, at its sole cost and expense, indemnify and hold the City, and its past and present officers, agents and employees harmless against any and all liability arising from suits, actions or claims regarding injury or death to any person or persons, or damages to any property arising out of or occasioned by the intentional and/or negligent acts or omissions of the Company or any of its officers, agents, or employees in connection with Company's construction, maintenance and operation of Company's system in the City Public Rights-of-Way, including any court costs, reasonable expenses and reasonable defenses thereof.

B. This indemnity shall only apply to the extent that the loss, damage or injury is attributable to the negligence or wrongful act or omission of the Company, its officers, agents or employees, and does not apply to the extent such loss, damage or injury is attributable to the negligence or wrongful act or omission of the City or the City's officers, agents, or employees or any other person or entity. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of the Company and the City.

C. In the event of joint and concurrent negligence or fault of both the Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively between the City and Company in accordance with the laws of the state of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both the Company and the City, responsibility for all costs of defense shall be apportioned between the City and the Company based upon the comparative fault of each.

D. In fulfilling its obligation to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this franchise. If Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by City, except as otherwise provided in section 4.B and 4.C.

## **SECTION 5.** **LIABILITY AND INSURANCE**

Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

- A. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:
  - (1) Products/completed operations to be maintained for the warranty period.
  - (2) Personal and advertising injury.
  - (3) Contractual liability.
  - (4) Explosion, collapse, or underground (XCU) hazards.
- B. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired and non-owned automobiles.
- C. Workers compensation and employers liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease Coverage B employers' liability are required. Company must provide the City with a waiver of subrogation for worker's compensation claims.
- D. Company must name the City, which includes all authorities, commissions, divisions and departments, as well as elected and appointed officials, agents, and volunteers, as an additional insured under the coverage required herein, except Worker's Compensation Coverage. The certificate of insurance must state that the City is an additional insured.

- E. Company will require its contractors and subcontractors to maintain, at their sole cost and expense, a minimum of three million dollars (\$3,000,000) each occurrence or each accident general liability and automobile liability throughout the course of work performed. Also, contractors and subcontractors will be required to maintain statutory workers' compensation benefits in accordance with the regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for employers' liability insurance will be five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, five hundred thousand dollars (\$500,000) policy limit bodily injury by disease.

The Company will provide proof of its insurance in accordance with this Franchise within 30 days of the effective date of the Franchise and annually thereafter. Company will not be required to furnish separate proof when applying for permits.

#### **SECTION 6.** **NON-EXCLUSIVITY**

This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation.

#### **SECTION 7.** **CONSIDERATION**

In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

A. A final quarterly payment will be made on or before December 15, 2018, for the basis period of July 1, 2018 through September 30, 2018 and the privilege period of July 1, 2019 through September 30, 2019 in accordance with the provisions in the previous franchise agreement.

B. As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the City in 2002 was 0.002873 (the "Base Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries for

determining franchise payments going forward.

Due to a 2006 agreement between Company and City the franchise fee factor was increased to a franchise fee factor of 0.003017 (the "Current Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries on an quarterly basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time disallow Company's recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.002873 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

Payments to the City shall be made per the quarterly schedule as follows:

<b>Payment Due Date</b>	<b>Basis Period</b>	<b>Privilege Period</b> (Following Year)
March 15	Oct. 1 – Dec. 31	Oct. 1 – Dec. 31
June 15	Jan. 1 – Mar. 31	Jan. 1 – Mar. 31
September 15	Apr. 1 – June. 30	Apr. 1 – June. 30
December 15	Jul. 1 – Sept. 30	Jul. 1 – Sept. 30

- (1) The first quarterly payment hereunder shall be due and payable on or before March 15, 2019, and will cover the basis period of October 1, 2018 through December 31, 2018 and the privilege period of October 1, 2019 through December 31, 2019. If this Franchise is not effective prior to the first quarterly payment date, Company will pay any payments due within 30 days of the effective date of this agreement. The final payment under this Franchise is due on or before December 15, 2038 and covers the basis period of July 1, 2038 through September 30, 2038 and the privilege period of July 1, 2039 through September 30, 2039.
- (2) After the final payment date of December 15, 2038, Company may continue to make additional quarterly payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this Franchise and that such continued payments will be recognized in any subsequent franchise as full payment for the relevant quarterly periods.

C. A sum equal to four percent (4%) of gross revenues received by Company

from services identified as DD1 through DD24 in Section 6.1.2 “Discretionary Service Charges,” in Oncor’s Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company’s current approved Tariff.

- (1) The franchise fee amounts based on “Discretionary Service Charges” shall be calculated on an annual calendar year basis, i.e. from January 1 through December 31 of each calendar year.
- (2) The franchise fee amounts that are due based on “Discretionary Service Charges” shall be paid at least once annually on or before April 30 each year based on the total “Discretionary Service Charges”, as set out in Section 7C, received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April, 30 2019 and will be based on the calendar year January 1 through December 31, 2018. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2040 and will be based on the calendar months of January 1, 2039 through September 30, 2039.
- (3) Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
- (4) City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.
- (5) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
- (6) In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.

D. With each payment of compensation required by Section 7.B, Company shall furnish to City a statement that provides the franchise basis period, the total amount of kilowatt hours of electricity delivered during the franchise basis period by the Company to retail customers whose consuming facility's point of delivery is located within the City's municipal boundaries, and the privilege period covered by the payment. The parties agree that any information exchanged or provided to the other party is true and correct to the best of their knowledge.

E. With each payment of compensation required by Section 7.C, Company shall furnish to the City a statement reflecting the total amount of gross revenues received by Company within the City's municipal boundaries for services identified in its Tariff, Section 6.1.2, "Discretionary Service Charges," Items DD1 through DD24. The parties agree that any information exchanged or provided to the other party is true and correct to the best of their knowledge.

## **SECTION 8**

### **MOST FAVORED NATIONS**

A. This Section 8 applies only if, after the effective date of this Franchise Agreement, Company enters into a new municipal franchise agreement or renews an existing municipal franchise agreement with another municipality that provides for a different method of calculation of franchise fees for use of the Public Rights-of-Way than the calculation under PURA, Section 33.008(b), which, if applied to the City, would result in a greater amount of franchise fees owed the City than under this Franchise Agreement.

B. In the event of an occurrence as described in Section 8.A hereof, City shall have the option to:

- (1) Have Company select, within 30 days of the City's request, any or all portions of the franchise agreement with the other municipality or comparable provisions that, at Company's sole discretion, must be considered in conjunction with the different method of the calculation of franchise fees included in that other franchise agreement; and
- (2) Modify this franchise agreement to include both the different method of calculation of franchise fee found in the franchise agreement with the other municipality and all of the other provisions identified by Company pursuant to Section 8.B.(1). In no event shall City be able to modify the franchise to include the different method of calculation of franchise fee found in the franchise agreement with the other municipality without this franchise also being modified to include all of the other provisions identified by Company pursuant to Section 8.B.(1).



C. City may not exercise the option provided in Section 8 if any of the provisions that would be included in this franchise are, in Company's sole opinion, inconsistent with or in any manner contrary to any then-current rule, regulation, ordinance, law, Code, or City Charter.

D. In the event of a regulatory disallowance of the increase in franchise fees paid pursuant to City's exercise of its option under Section 8, then at any time after the regulatory authority's entry of an order disallowing recovery of the additional franchise fee expense in rates, Company shall have the right to cancel the modification of the franchise made pursuant to Section 8, and the terms of the Franchise shall immediately revert to those in place prior to City's exercise of its option under Section 8.

E. Notwithstanding any other provision of this franchise, should the City exercise the option provided in Section 8.B, and then adopt any rule, regulation, ordinance, law, Code, or City Charter that, in Company's sole opinion, is inconsistent with or in any manner contrary to the provisions included in this franchise pursuant to Section 8.B, then Company shall have the right to cancel all of the modifications to this franchise made pursuant to Section 8 and, effective as of the date of the City's adoption of the inconsistent provision, the terms of the franchise shall revert to those in place prior to the City's exercise of its option under Section 8.

F. The provisions of Section 8 apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, such as the timing of such payments. The provisions of Section 8 do not apply to differences in the franchise fee factor that result from the application of the methodology set out in PURA Section 33.008(b) or any successor methodology.

## **SECTION 9**

### **RECORDS AND REPORTS**

A. Company shall keep accurate books of account at its principal office for the purpose of determining the amount due to the City under this Franchise.

B. Pursuant to Section 33.008(e) of the Texas Utilities Code, the City may conduct an audit or other inquiry in relation to a payment made by Company less than two (2) years before the commencement of such audit or inquiry. The City may, if it sees fit, and upon reasonable notice to the Company, have the books and records of the Company examined by a representative of the City to ascertain the correctness of the reports agreed to be filed herein.

C. The Company shall make available to the auditor during the Company's regular business hours and upon reasonable notice, such personnel and records as the City may, in its reasonable discretion, request in order to complete such audit, and shall make no charge to the City therefore.

D. The Company shall assist the City in its review by responding to all requests for information no later than thirty (30) days after receipt of a request.

E. The City agrees to maintain the confidentiality of any non-public information obtained from Company to the extent allowed by law if Company identifies the information as non-public prior to providing the information to City. City shall not be liable to Company for the release of any information the City is required by law to release. City shall provide notice to Company of any request for release of non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes information Company has identified as Company's confidential information, City will notify the Texas Attorney General of the confidential nature of the document(s). The City also will provide Company with a copy of this notification, and thereafter Company is responsible for establishing that an exception under the Act allows the City to withhold the information.

F. If either party discovers that the Company has either overpaid the City or failed to pay the entire or correct amount of compensation due the City, the correct amount shall be mutually determined by the City and Company and shall be paid by the responsible party within thirty (30) calendar days of such mutual determination pursuant to the payment terms in Section 7. Such underpayments or overpayments shall include interest calculated in accordance with the interest rate for customer deposits established by the PUC in accordance with Texas Utilities Code Section 183.003. Any overpayment to the City by Company through error or otherwise, will, at the option of the City, either be refunded within thirty (30) days of the mutual determination or be offset against the next payment due from Company. If neither party can mutually agree on either the underpayment due the City or an overpayment due the Company, both the City and Company may seek any other rights and remedies provided by law or in equity. Acceptance by the City or Company of any payment due under this Section shall not be deemed to be a waiver by the City or Company of any breach of this Franchise, nor shall the acceptance by the City or Company of any such payments preclude the City or Company from later establishing that a larger amount was actually due or from collecting any balance due.

## **SECTION 10.**

### **TERM**

This Ordinance shall become effective upon Company's written acceptance hereof by City, said written acceptance to be filed by Company with the City Secretary within sixty (60) days after final passage and approval but not prior to thirty (30) days after passage by City. The right, privilege and franchise granted hereby shall expire on September 30, 2039 provided that, unless written notice of cancelation is given by either party hereto to the other not less than sixty (60) days before the expiration of this franchise agreement, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration

of any such renewal period.

## **SECTION 11.** **REPEALER CLAUSE**

This Ordinance shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns, provided the parties agree any claim, action or complaint by either party that arose under any such previous franchise ordinance agreement shall be preserved and saved from repeal, subject to all applicable statutes of limitations.

## **SECTION 12.** **DEFAULT, REMEDIES, TERMINATION**

A. Events of Default. The occurrence, at any time during the term of the Franchise Agreement, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise:

- (1) The failure of Company to pay the franchise fee on or before the due dates specified herein.
- (2) Company's material breach or material violation of any material terms, covenants, representations or warranties contained herein.

B. Uncured Events of Default.

- (1) Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 12.C.
- (2) Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 12.C.
- (3) If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 12.C.

C. Remedies. The City shall notify the Company in writing of an alleged Uncured Event of Default as described in Section 12.B, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) business days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming, City shall be entitled to exercise any and all of the following cumulative remedies:

- (1) The commencement of an action against Company at law for monetary damages.
- (2) The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that as a matter of equity, are specifically enforceable.
- (3) The termination of this Franchise.

D. The rights and remedies of City and Company set forth in this Franchise Agreement shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Franchise, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Franchise.

E. Termination. In accordance with the provisions of Section 12.C, this Franchise may be terminated upon thirty (30) business day's prior written notice to Company from City. City shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the question of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or an order upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The City recognizes Company's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code.

F. This Franchise Ordinance shall be construed and governed by the laws of the State of Texas. City and Company agree that any lawsuit between the City and the Company concerning this Ordinance will be filed in the state of Texas. Nothing in this Ordinance shall prohibit the City from filing an action related to this Ordinance in Tarrant County, Texas.

### **SECTION 13** **NOTICES**

Any notices required or desired to be given from one party to the other party to this ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

If to City:

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

If to the Company:

Regulatory Affairs  
Oncor Electric Delivery Company LLC  
1616 Woodall Rodgers Fwy, 6th floor  
Dallas, Texas 75202-1234

### **SECTION 14.** **SEVERABILITY**

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any portion of this Ordinance is declared illegal or unconstitutional by the valid final non-appealable judgment or decree of any court of competent jurisdiction, such illegality or unconstitutionality shall not affect the legality and enforceability of any of the remaining portions of this Ordinance.

### **SECTION 15.** **PUBLIC NOTICE**

It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted by City, all as required by law.

**SECTION 16.**  
**PUBLICATION**

The City Secretary will, after its passage, post the full text of this Ordinance on the bulletin board at City Hall once at the expense of Company.

**PASSED AND APPROVED** on the 1<sup>st</sup> reading at a regular meeting of the City Council of Lake Worth, Texas, on this the 9th day of October, 2018.

**PASSED AND APPROVED** on the 2<sup>nd</sup> and final reading at a regular meeting of the City Council of Lake Worth, Texas, on this the 13th day of November, 2018.

**CITY OF LAKE WORTH, TEXAS**

\_\_\_\_\_  
Walter Bowen, Mayor

**ATTEST:**

\_\_\_\_\_  
Monica Solko, City Secretary

**APPROVED AS TO LEGALITY:**

\_\_\_\_\_  
Drew Larkin, City Attorney

**STATE OF TEXAS           §**  
**COUNTY OF TARRANT   §**  
**CITY OF LAKE WORTH   §**

## Lake Worth City Council Meeting – November 13, 2018

### Agenda Item No. F.2

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**From:** Danielle Hackbusch, Human Resources

**Item:** Discuss and consider award of contracts for employee group medical and dental insurance with Blue Cross Blue Shield (BCBS), group vision insurance with Superior, basic life/AD&D group insurance with Dearborn, implement New Benefits in place of Freshbenies, and add the Employee Assistance Program for calendar year 2019 as presented and authorize the City Manager to execute the contract documents.

**Summary:**

Proposals for group medical, dental, vision, and basic life/AD&D insurance were solicited by the City's agent of record, Rodney Dryden, with Wellspring Insurance Agency, Inc.

**Medical:**

United Healthcare (UCH), the current medical insurance provider, presented renewal pricing with an overall annual increase of 34%. UHC was unwilling to negotiate based on ongoing large claims that increased our Medical Loss Ratio (Claims versus Premiums) to 106%. Alternative plans from UHC were presented, but employees would be faced with a significant increase in their cost at the time of service. Blue Cross Blue Shield offered a proposal that represents an overall increase of 10.9% along with a 2% reduction of medical premiums if the city also selects basic life, AD&D, dependent life, and dental coverage for a value of approximately \$21,000. TML, Scott and White, Humana, Cigna, and Aetna declined to offer a proposal. The current fiscal year budget included a 20% increase for health insurance premiums.

**Dental:**

Met Life, the current dental insurance provider, has proposed to renew with a 9% increase in premiums for the base and buy up plans. Blue Cross Blue Shield has offered a dental proposal that is \$4,241.04 less than current pricing and has increased benefits on the buy-up plan. If the city selects BCBS dental, BCBS medical premiums will be reduced by 1% which represents a value of approximately \$10,500 annually. The current fiscal year budget included a 15% increase for dental insurance premiums.

**Vision:**

Superior Vision, the current vision insurance provider, has proposed to renew with a 0% increase in premiums and 2 years remaining on the rate guarantee. The current fiscal year budget included a 0% increase for vision insurance premiums.

**Basic Life/AD&D:**

MetLife, the current basic life/AD&D provider, presented a renewal with a 0% increase. Dearborn National, a subsidiary of BCBS, offered similar benefits, but with a small reduction in premiums. BCBS will discount the medical premiums by 1% with the addition of basic life insurance, saving the City \$9,104 annually. The current fiscal year budget included a 15% increase for basic life/AD&D insurance premiums.

## Lake Worth City Council Meeting – November 13, 2018

### Agenda Item No. F.2

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**Freshbenies:**

The city has been utilizing this program since 2016 and has saved over \$101,000 in claims by using the Teledoc feature of the program. This benefit is provided by the city at a cost of \$9.50 per employee per month (PEPM) but will be increasing to \$11.00 PEPM. New Benefits has offered a proposal for their service which provides the same TeleDoc service for a cost of \$8.50 PEPM.

**New Benefit Request - Employee Assistance Program (EAP):**

We have secured a proposal from Life Works EAP that provides employees with 5 face-to-face counseling sessions per episode, per family member, with an annual cost to the city of \$1,740.

Specific information/documentation has been included in the packets for review by Council. Staff and a representative from Wellspring Insurance Agency, Inc. will be available to answer questions from Council.

**Fiscal Impact:**

The table below demonstrates the fiscal impact of each insurance product;

Product	FY 2018/2019 Projected Cost	FY 2018/2019 Budgeted Cost
Health Insurance	\$981,890	\$1,039,600
Dental Insurance	\$12,633	\$17,044
Vision	\$5,928	\$6,178
Basic Life/AD&D Insurance	\$10,296	\$10,849
New Benefits	\$11,026	\$11,970
EAP	\$1,525	\$0

Projected costs are subject to fluctuation with enrollment changes.

**Attachments:**

1. Wellspring Insurance Agency, Inc. letter of recommendation
2. 2019 Proposal Summary
3. New Benefit Program Information
4. Employee Assistance Program (EAP) Information

**Recommended Motion or Action:**

Move to approve contracts for employee group medical and dental insurance with Blue Cross Blue Shield (BCBS), group vision insurance with Superior, basic life/AD&D group insurance with Dearborn, implement New Benefits in place of Freshbenies, and add the Employee Assistance Program for calendar year 2019 as presented and authorize the City Manager to execute the contract documents.





Rodney Dryden  
November 6, 2018

Ms. Danielle Hackbusch  
Human Resources Coordinator  
City of Lake Worth  
3805 Adam Grubb  
Lake Worth, TX. 76135

Dear Ms. Hackbusch:

Thank you for the opportunity to submit this proposal to the City of Lake Worth for Employee Medical, Dental, Vision and Basic Life/AD&D/Dependent Life insurance. Additionally, I thank you for the information and insights that you provided concerning the employee benefit plans sponsored by the City. It has been very useful in preparing my proposal.

Following the instructions in your *Request for Proposals* and our subsequent discussions, we have conducted an exhaustive search of the insurance marketplace and prepared a comprehensive proposal for your review. Below is a summary of our proposal.

Our goal in selecting employee insurance providers was:

1. Provide equivalent benefits as currently offered to City Employees.
2. Offer a comprehensive provider network representative of the Lake Worth and surrounding area.
3. Offer an excellent reputation with respect to financial rating, customer service and claims payments.
4. Offer the most competitive cost available, and hopefully, a cost that represents either no increase or a small increase over current cost.

The City currently provides Medical, Dental, Vision and Basic Life/Accidental Death and Dismemberment Basic Dependent Life insurance and Freshbenies. Below is an analysis and recommendations for each of these lines of insurance coverage:

#### **MEDICAL**

The current medical provider is **United Healthcare**. The 2018 Medical Loss Ratio (Claims versus Premiums) is 106%. We have eight (8) large claims (in excess of \$500,000). The current loss ratio for the City is approximately 30% higher than expected by UHC and the current risk characteristics are not favorable. The renewal presented by United Healthcare represents an increase of 34% compared to current. The proposed increase represents an \$340,000 overall increase of which approximately \$281,000 is City cost. United Healthcare is unwilling to reduce the renewal because of ongoing large claimants. Alternative plans were offered, but employees would be faced with significant increases in their cost at the time of service.

Blue Cross Blue Shield is the only healthcare provider that offered a medical proposal, TML, Scott and White, Humana, Cigna and Aetna declined to offer a proposal. Blue Cross Blue Shield provided the most aggressively priced options, however, the benefits offered increase the liability and risk to covered employees and dependents. The plans offered by Blue Cross represent an overall increase of 9.1% & 10.9% increase to the City. However, BCBS has offered a 2% reduction of the City selects basic life, AD&D, dependent life and dental coverage, the 2% has a value of approximately \$21,000.

**Based upon my review of the proposed plans and alternates with you, the City Manager, Finance Director and City Secretary, my recommendation is to transition to Blue Cross Blue Shield, offering a base Plan of a \$1,000 deductible, a buy up option with a \$500 deductible and a \$3,000 deductible HSA eligible plan with a total annual cost of \$1,090,509 based upon current enrollment.**

#### **DENTAL**

The current dental provider is Met Life. The City offers employees a dual option Low PPO/High PPO dental plan. The City pays the employee-only premium for the Low Plan and employees have the option of “buying-up” to the High plan if they choose. Met Life has offered the City renewal pricing for the Low Plan that represents a 9% increase. The increase to the City based upon current enrollment is \$1,220.16 annually. The renewal cost for the High Plan is also 9% increase. Proposals were received from other providers, with the most competitively priced options received from BCBS, Principal and Dental Select. The proposed plan from Principal represents a reduction in cost to the City of approximately \$2007.36. Blue Cross Blue Shield has offered a dental proposal that is \$4,241.04 less than current, with BCBS dental BCBS medical will be reduced by 1%, a value of approximately \$10,500 annually. BCBS has provided increased benefits on the High dental option.

**My recommendation is to transition dental to BCBS with a reduction of \$4241.04 annually.**

#### **VISION**

Our current vision provider is Superior Vision and they have proposed a 0% price increase for the 2019 plan year and has 2 years remaining on the rate guarantee. We have also secured proposals from a number of other providers, but none have offered like benefits that represent any cost savings.

**My recommendation is to renew our vision plan with Superior Vision at an annual cost of \$8,187.60 with a cost to the City of \$5,157.36.**

#### **BASIC LIFE/ACCIDENTAL DEATH AND DISMEMBERMENT/DEPENDENT LIFE**

The current provider is MetLife, the renewal presented by MetLife represents an annual increase of \$0 for current benefits. Dearborn National, a wholly owned subsidiary of BCBS has offered similar benefits, but with small reduction in premium. BCBS will discount medical rates by 1% with the addition of basic life insurance, saving the City approximately \$10,500 annually.

**My recommendation is to transition basic life and dependent life to Dearborn National, with a total annual cost of \$7,861.75 which represents an annual reduction of \$205.54.**

#### **FRESHBENIES**

In 2016 the City implemented this program and since January of 2016 the City has saved over \$101,000 in claims by your employees using the Teledoc feature of the program. The cost of this benefit is currently \$9.50 per employee per month but will be increasing to \$11.00 PEPM.

New Benefits has offered a proposal for their service which provides the same TeleDoc service for a cost of \$8.50 PEPM

**My recommendation is that the City implement New Benefits, however, please be aware that your employees and eligible dependents will receive new ID Cards and have to re-register with Teledoc.**

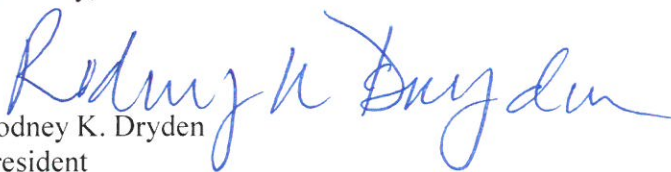
#### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

We have secured a proposal from Life Works EAP for your consideration. The program offers a full feature EAP services and provides employees with 5 face-to-face counseling sessions per episode per family member with an annual cost to the City of \$1740.

**My recommendation is that the City implement the EAP program through Life Works with an annual cost of \$1740 based upon current population.**

I shall be pleased to answer any questions which you may have regarding this report or any of the enclosures. Thank you for the privilege to serve the City of Lake Worth.

Sincerely,

  
Rodney K. Dryden  
President

# CITY OF LAKE WORTH PROPOSAL SUMMARY 2019

The following summarizes results of our marketing effort and focuses on recommended providers for the City.

**Medical carriers to respond: Aetna, Cigna, TML, Scott & White and Humana declined to quote**

## United Healthcare

- \* Initial renewal 34%
- \* Final renewal offer 34% unwilling to negotiate based upon ongoing conditions
- \* Current loss ratio through Sept 106%
- \* 8 large claimants account for \$503,000 in claims
- \* potential Ubundle discount of 2.0% if dental, life and vision are packaged with medical
- \* Did not illustrate value plans because of significantly reduced benefits and better market options

## Blue Cross Blue Shield

- \* 10.9% Increase to the City or 8.9% if bundled with life and dental
- \* 9.1% overall increase or 7.1% if bundled with life and dental
- \* CVS Pharmacy is NOT in BCBS network
- \* 2% discount available with the addition of dental and life insurance

## Dental

- \* MetLife dental 9% increase approximately \$1220 annual increase to the City
- \* Consider BCBS with an increase of approximately \$3359 annual increase to the City, but enhanced benefits
- \* 1% discount off Medical with BCBS dental, value of approximately \$10,000

## Basic Life & AD&D, Dependent Life & Voluntary Life

- \* MetLife no increase in cost on basic life & AD&D or dependent life
- \* Consider Dearborn National, small cost reduction but a 1% discount on Medical which is valued at \$10,000

## Vision

- \* Superior- current rates and plan are guaranteed until 1/1/20
- \* This appears to be the best option

## Freshbenies

- \* Service has been utilized 211 times savings more than \$101,000 in claims, with a cost of approximately \$26,000 since January 2016
- \* Recommendation is to move to New Benefits, same services but with a reduced cost to \$8.50

## Life Works EAP

- \* Full Feature EAP with 5 session included in cost per life event
- \* \$1740 annual cost, if the City grows to more than 100 employees the cost will be re-negotiated
- \* additional services are available with an added cost of \$4.00 PEPM

City Cost		Current Cost	New Cost	Net Change in Cost
<b>Recommendations:</b>				
> Medical		\$722.01	\$801.02	\$79.01
> Basic Life & Dependent Life average cost		\$8.30	\$8.10	(\$0.20)
> Dental " Base Plan" cost		\$13.76	\$17.21	\$3.45
> Transition to New Benefits		\$9.50	\$8.50	(\$1.00)
> Vision		\$4.94	\$4.94	\$0.00
> EAP Program	based upon 90 employees	\$0.00	\$1.61	\$1.61
Total Cost PEPM		\$758.51	\$841.38	\$82.87
Annualized Cost PEPM		\$9,102.12	\$10,096.56	\$994.44





## Employee Assistance Program

Core Well-Being Solution

Deliver a total well-being experience that assists employees with best-in-class counselling, content and Work-Life services.

- Emergency Triage
- 24-Hour Crisis Counseling
- Grief Counseling
- Work-Life Services
- Career Counseling
- Family Services
- Emotional Well-being Services
- Work/Professional Services
- Financial Services
- Legal Services
- Education Services
- Management Services
- Critical Incident Stress Management
- On-site Assistance



## LifeWorks

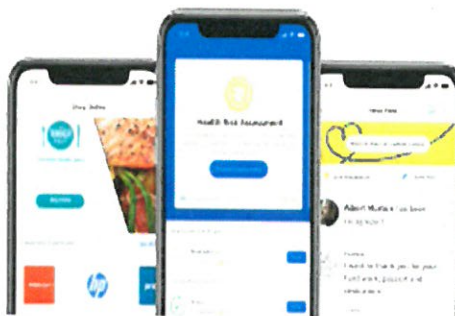


## Mobile Corporate Newsfeed

Technology Platform

Create a social platform in which all participants can interact with personalized well-being content and engage with their company culture.

- Personalized Accounts
- Snackable Well-being Content
- Benefits Updates and News
- Important Corporate Announcements
- Automated Reminders
- Wellness Promotions
- Emergency Communication Channel
- Push Notifications
- Mobile Colleague Directory
- Peer-to-Peer Recognition\*



## LifeWorks



## Perks and Savings Platform

Technology Platform

Improve employees' financial well-being by allowing them not only to save on everyday purchases, but also important life events.

- Employee Benefits Center
- Popular Gift Card Discounts
- Online Cash Back
- In-Store & Online Coupons
- Lifestyle Offers
- Fitness Devices
- Retail & Restaurants Discounts
- Travel & Destination Discounts
- Auto & Home Loans
- Identity Theft Protection
- Exclusive Employer Perks\*
- Boosted Cash Back Opportunities\*
- Peer-to-Peer Gifting\*





# BENEFITS + ACCOUNTABLE SERVICE

*With our full range of innovative and valuable health and lifestyle benefits, you create your own benefit card program, and we provide the support and service to register and retain members. Thousands of clients trust New Benefits to deliver superior products, accountable customer service and innovative solutions.*

## HEALTH BENEFITS

### ALTERNATIVE MEDICINE

Over 37% of adults have used some form of alternative medicine. Help members save 10% to 30% on health and wellness needs with over 40 specialties and 43,000 practitioners nationwide. Whether they need to reduce stress, relieve migraines or quit smoking, alternative medicine can help.

### CAREGIVER SUPPORT

In today's workforce, 1 out of every 5 full-time employees are providing care to a loved one. Caregiver Support by Cariloop provides the world's first fully-integrated, tech-enabled Caregiver Support Platform to help working caregivers and their families plan for and manage the care of their parents, grandparents, spouses, siblings, in-laws, and adult children.

### CHIROPRACTIC

Your members save 30% to 50% on X-rays, diagnostic services and treatments at chiropractors nationwide.

### COUNSELING SERVICES

51% of employees say they are less productive at work as a result of stress. Give your members access to experienced counselors who help solve personal problems 24/7. Members can discuss everything from depression, anxiety and stress, to struggles with family, work and substance abuse.

### DENTAL SOLUTIONS

Help your members smile brighter with big savings at thousands of available dental practice locations nationwide. Members just present their card with the dental network logo and pay the discounted price at the time of service. **Networks:** Aetna Dental Access®, Humana Dental Access®

### DIABETIC SUPPLIES

Diabetes can be hard to manage—big savings on supplies can make life easier.

### DOCTORS ONLINE

Your members have access to a team of medical professionals by email or smartphone app. Doctors Online gives members a trustworthy place to get their healthcare questions answered through a secure website 24/7. It's the fast, easy way for members to get health information from a resource they can trust.

### HEALTH ADVOCATE™ SOLUTIONS

#### MEDICAL BILL SAVER™

Experts will attempt to negotiate a reduction in out-of-pocket medical expenses.

#### HEALTH ADVOCACY

Time is money. Your members get one-on-one support from professionals for medical or insurance related issues.

#### NURSELINE™

Your members have a place to turn to for trusted advice and information when they need it most. Rest assured—highly trained registered nurses are on-call 24/7 to answer questions for non-urgent concerns.

### HEALTH ADVOCATE™ TELEPHONIC EAP

Personal issues stay with employees no matter the time of day. Telephonic EAP provides effective professional counseling and work/life support so employees can maintain focus on work.

### HEALTH ADVOCATE™ ONLINE WELLNESS

Poor health can result in poor productivity. This wellness program features tools to help members lose weight, get fit, eat healthier, quit tobacco, reduce stress, manage certain health conditions, and reach other health goals.

### HEARING AIDS

Your members save 35% off the suggested retail price (MSRP) on hearing aids at retail locations nationwide.

### LAB TESTING

Help your members monitor their health with 10% to 80% off typical costs of routine lab work.

### LONG TERM ELDER CARE

Eldercare specialists give your members peace of mind when caring for an elderly loved one.

### MRI & CT SCANS

Your members save 40% to 75% on usual charges for imaging services at thousands of credentialed radiology centers nationwide.

### MYWELLNESS.COM

Poor health can result in poor productivity. Help your members get stronger, lose weight and feel better with tools to make wellness part of their daily lives. They'll enjoy personal workouts, health tips, thousands of articles and more.

### PHARMACY

Members save 10% to 85% on most prescriptions at 60,000 pharmacies nationwide including CVS, Walgreens, Target and more.

### PHYSICIAN & HOSPITAL DISCOUNTS

25% of Americans struggle to pay medical bills. Help your members save at doctors' offices and hospitals nationwide. Members save 10% to 40% at hundreds of thousands of participating providers.

**Networks:** ValuePoint by MultiPlan®, Galaxy Health Networks

### TELEMEDICINE SOLUTIONS

73% of Americans have trouble receiving timely medical care without having to visit the emergency room. Help your members save time and money with 24/7 access to a doctor by phone or online video—anytime, anywhere with no per visit fee. Doctors offer a diagnosis, treatment options and prescription, if medically necessary. By using Telemedicine instead of going to an urgent care clinic or ER, members cut unnecessary out-of-pocket costs and time wasted in crowded waiting rooms. **Providers:** Teladoc, MDLIVE, MeMD

### VISION

Our eyes are the windows to our health. Now your members and their family can see better savings at over 20,000 vision providers nationwide including chains and local retailers. Members save 10% to 60% on glasses, contacts, LASIK, exams and even designer eyewear.

### VITAMINS

Your members find the best prices online for the most trusted brands of vitamins and wellness products.





# FINANCIAL PERSONAL TRAVEL & SECURITY LEISURE

## THE EXPENSE TRACKER

32% of all American households use computer software or an online financial program to manage money. Your members can find \$200 to \$500 a month in misspent money with this interactive, easy-to-use online solution. They can create a budget, track spending and achieve goals all at the touch of a button.

## FINANCIAL HELPLINE

The average American household debt is over \$100,000. Your members receive confidential guidance and advice about budgeting, debt consolidation, health care expenses, credit cards, taxes and more. Financial counselors answer questions on everything from establishing credit and starting a college fund to exploring retirement options.

## LEGAL SERVICES

With a national average hourly rate of \$381, contacting an attorney may seem out of reach. Give your members access to free and discounted rates on services from experienced lawyers. Attorneys help with traffic tickets, bankruptcy, divorce, spousal and child support. Additional services are also available at no cost.

## TAX HOTLINE

Free tax return preparation and year-round support. Tax experts provide advice, planning and audit assistance so your members avoid mistakes, penalties and interest. Year-end tax preparation is painless and frustration free!

## ID SANCTUARY™

Identity thieves target Americans of all ages and at all stages of their lives, from childhood, college, and marriage to home ownership and retirement. ID Sanctuary combines the power of FraudScout® credit & fraud monitoring and LifeStages® identity management services your members need to quickly respond to an identity or fraud crisis.

## GLOBAL TRAVEL ASSISTANCE

When your members travel 100 miles or more from home, help is just a phone call away. Members rest easy knowing they have a global network of doctors, assistance personnel and emergency benefits. Services include emergency medical evacuation, monitoring of treatment, replacement of lost or stolen travel documents and more.

## ROADSIDE ASSISTANCE

Don't leave your members stranded! Roadside Assistance is there for your members and their immediate family to help with a flat tire, lock-out, battery, collision and towing—with coverage up to \$80. They will even bring fuel, oil, fluid and water 24/7.

## LIFELOCK

In an always-connected world, it's important for your members to stay protected and receive alerts if their identities may have been compromised.

## FITNESS ADVANTAGE

Your members can live a healthier lifestyle with discounted rates at over 13,500 health and fitness centers including chains and local clubs. Members start with free one-week trial memberships, then get great rates when they join.

## INSTANT DEALS

There's an app for that! Your members can access instant discounts on-the-go at over 340,000 merchants nationwide from restaurants and shopping to entertainment and travel.

## MY VIP SAVINGS

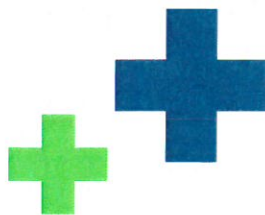
My VIP Savings makes shopping easy, rewarding and fun.

## PET CARE

62% of American households have at least one pet. Your members can keep their pets happy and healthy with discounts on everything from toys and treats to grooming and eats. They can save on boarding, doggie daycare, training, veterinary services and more.

## WORKLIFE SERVICES

Staying on top of the demands of work, family and finances can be challenging. Worklife Services helps employees stay productive in the workplace while taking care of personal commitments. This program is confidential and available 24/7.



**Lake Worth City Council Meeting – November 13, 2018**

**Agenda Item No. F.3**

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**From:** Stacey Almond, City Manager

**Item:** Discuss and consider continued participation in the cost of employee dependent health insurance coverage at the current rate of 30%.

**Summary:**

The City has contributed 30% to the cost of employee dependent health insurance coverage for the last several years. Staff is requesting that the contribution continue at the current rate of 30% of dependent premium cost. Currently there are 20 employees who cover one or more dependents.

**Fiscal Impact:**

Based on the Blue Cross/Blue Shield renewal recommended in item F.2, and using the current enrollment levels, the cost of 30% participation in dependent premium costs for calendar year 2019 is approximately \$84,250 (this calculation is for all funds). The funding for dependent premium costs is included in the approved budget for the current fiscal year ending September 30, 2019.

**Attachments:**

None

**Recommended Motion or Action:**

Move to approve continued participation in the cost of employee dependent health insurance coverage at the current rate of 30%.



**Lake Worth City Council Meeting – November 13, 2018**

**Agenda Item No. F.4**

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**From:** Kelly McDonald, Purchasing Coordinator/Risk Manager

**Item:** Discuss and consider award of bid to Vanguard Cleaning Systems for janitorial services for the City of Lake Worth and authorize the City Manager to execute the contract.

**Summary:**

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

After careful review and consideration of all bids received, staff has determined that awarding the bid to Vanguard Cleaning Systems provides the best value to the City.

**Fiscal Impact:**

The cost for general janitorial services will be \$1,866 per month or \$41,052 for the initial 22-month term of the contract with Vanguard Cleaning Systems. Optional services for window and/or carpet cleaning will be billed as those services are provided, at the City's request.

**Attachments:**

1. Bid tabulation worksheet (Bid #2018-02)
2. Vanguard Cleaning Systems contract

**Recommended Motion or Action:**

Move to approve award of bid to Vanguard Cleaning Systems for janitorial services for the City of Lake Worth and authorize the City Manager to execute the contract.

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



November 8, 2018

**Kelly McDonald**  
**Purchasing**  
**City of Lake Worth**  
**3805 Adam Grubb Street**  
**Fort Worth, TX 76135**

Dear Kelly:

Thank you for the opportunity to present the Vanguard Cleaning Systems proposal for the commercial cleaning of City of Lake Worth.

As we discussed during our meeting and walk through, the following are areas of concern that you would like addressed with your new cleaning service:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> <b>Trusted Crew</b>             | - Crew Lead has completed Vanguard Initial Certification Program to learn our system. We perform background checks and credit report checks. |
| <input checked="" type="checkbox"/> <b>Dedicated Operations Rep</b> | - Dedicated Operations Rep assigned to your account will visit you monthly (minimum) to discuss cleaning progress and our findings           |
| <input checked="" type="checkbox"/> <b>Insured and Bonded</b>       | - Will add customer as additional insured to our Insurance policy.   |
| <input checked="" type="checkbox"/> <b>Full Service Provider</b>    | - Can provide all cleaning services to include hard floor care, Carpet cleaning, window cleaning, and upholstery cleaning.                   |
| <input checked="" type="checkbox"/> <b>Communication Log</b>        | - Crew will fill out nightly and check to see if customer has special requests.  |
| <input checked="" type="checkbox"/> <b>Consumable Ordering</b>      | - At customers request, can order all consumables (toilet paper, paper towels, soap, trash liners) with FREE next day delivery.              |

Please let me know if you have any questions for me as I would be happy to clarify any details within this proposal. Thank you again for the opportunity to earn your business and we look forward to working with City of Lake Worth in the future!

Best Regards,

Jeff Cavender  
Sales Representative  
Mobile: 817-856-2756



MEMBER

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# VANGUARD CORE VALUES

## TRUST



TRUST IS THE FOUNDATION TO OUR RELATIONSHIP. Every action we take will determine your level of trust in Vanguard. We will work tirelessly to ensure that we always maintain our character, our abilities, and our honesty.

## QUALITY



WE ARE PROACTIVE. We have defined controls in our operations process to ensure that quality is consistently delivered. We put our providers through a mandatory and rigorous training. Our #1 goal is to eliminate disruption to your business.

## SERVICE



WE WILL PICK UP THE PHONE. Any question or request will be met quickly and pleasantly. We will clearly define a plan of action for any issue that may arise. Your satisfaction determines our success as a business.


## GIVING



WE ARE GIVING BACK TO THE DFW COMMUNITY. For every company that becomes a customer of Vanguard, we will make a donation in your company name to a local charity or non-profit.

# VANGUARD BENEFITS

*Our commitment to City of Lake Worth...*

DEDICATED TEAM	All clients have a dedicated Customer Service Manager. We will meet and or speak with you monthly to ensure that we are delivering quality services.	
TRAINED EXPERTS	Vanguard provides extensive in classroom and hands on training for all of our providers.	
ENGLISH SPEAKING	Your main contact will <b>always speak English</b> so that we can communicate effectively with you and your company.	
CUSTOM SCHEDULES	We are able to design a cleaning program that works around your unique business need and hours of operation.	
24 HOUR ACCESS	All providers and crew supervisors carry cell phones for emergency access and to communicate effectively with you.	
SUPPLY ORDERING	Upon request, you can easily set up supply orders with your Customer Service Representative or Account Manager.	
PEACE OF MIND	<ul style="list-style-type: none"> <li>✓ We have <b>\$10m in liability</b> insurance and a <b>\$1mbond</b>.</li> <li>✓ We have a 30 day cancellation policy. <b>You are not "locked in"</b>.</li> </ul>	



OFFICE BUILDINGS  
MEDICAL FACILITIES  
SCHOOLS / DAYCARE  
AUTO DEALERSHIPS  
FITNESS CENTERS  
CHURCHES





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## VANGUARD CUSTOMERS



## VANGUARD GREEN

*How GREEN brings value to City of Lake Worth...*

YOUR HEALTH		With our process and equipment, we are able to create a healthy work environment. This helps to improve the overall satisfaction and health of both your employees and customers.
YOUR MONEY		A healthier office is statistically proven to reduce PTO and increases productivity of your team.  We are also able to help extend the life of your building by maintaining the expensive parts of your infrastructure.
OUR ENVIRONMENT		We reduce our overall waste output. By using safe chemicals and less of them, we are able to help our customers remove harmful chemicals from your building and wastewater. In turn, we minimize your impact on the environment.

*How **GREEN** is delivered...*

GREEN CHEMICALS		Green chemicals are equally, if not more effective than standard commercial cleaning chemicals. They are designed to have fewer toxins and Volatile Organic Compounds (VOCs). Our goal is simple: Keeping your health and best interest in mind.
MICROFIBER		Microfiber removes more dirt than the old tools. Every room is cleaned with a fresh mop head and or applicator so that we don't bring germs from one room (like the bathroom) into another (your office).
HIGH FILTRATION VACUUMS		High Filtration Vacuum's utilize at least 3 separate filters. These filters capture harmful particles and quickly remove them from your environment. You have better air quality as a result.
GREEN SUPPLIES		We recommend using recycled paper and liner products. We can order these products for you upon request! Please let us know if you would like to see our pricing and our order form.

## VANGUARD **SERVICE SCHEDULE**

SEE ATTACHED PROVIDED BY LAKE WORTH :

PRICE FORM - GENERAL CLEANING BY  
LOCATION

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### III. SERVICE REQUIREMENTS

### IV. CLEANING QUALITY REQUIREMENT

### V. ADDITIONAL SERVICE

## VANGUARD SPECIFICATIONS

#### AREAS TO BE SERVICED...

- |                        |                              |
|------------------------|------------------------------|
| ✓ Offices              | ✓ Entry Way                  |
| ✓ Common Areas         | ✓ Lobby                      |
| ✓ Kitchen / Break Room | ✓ Dedicated Operations Rep   |
| ✓ Rest Rooms           | ✓ Cleaning Supplies Included |
| ✓ Conference Room      | ✓ Floor Care Program         |



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#### FLOOR PROGRAM FOR CITY OF LAKE WORTH

AREA	PROJECTS	FREQUENCY	INCLUDED/PRICE PER JOB
AREA #1	Full Extraction	Per Request	20 cents per sq ft
AREA #1	Strip and Wax	Per Request	35 cents per sq ft




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AREA #1	Floor Buff	Per Request	As Needed
AREA #2	Window Cleaning	Per Request	Priced per job

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# VANGUARD PRICING

## CUSTOMER



City of Lake Worth  
3805 Adam Grubb Street  
Fort Worth, TX 76135

## DETAILS

PRICE	<b>\$1866.00 PER MONTH</b>
FREQUENCY	<b>MON, WEDS, FRI AS DESIGNATED BY CLEANING SCHEDULE</b>
START TIME	<b>AFTER 6:00 PM</b>

## VANGUARD ONBOARDING PROCESS

- 1 CONFIRMATION**

Please let us know if you would like to request any changes to the schedule or pricing as we are willing to accommodate any changes.
- 2 SIGNATURE**

Our contract is on the following page. We have a 30 day cancellation policy on our agreements. No loop holes. We will do everything possible to maintain your satisfaction when you sign with Vanguard.
- 3 SUBMIT AGREEMENT**

You are welcome to submit the contract via PDF/EMAIL or to our fax line. That number is **972-386-0328**.
- 4 WELCOME**

You will receive a detailed email from our operations team explaining our on-boarding process and then a phone call to set up our initial in-person meeting with your provider.
- 5 INTRODUCTION**

You will meet your provider in person. We will tour your facility and fully understand what you expect from us. We will always kick off our relationship professionally.

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**VANGUARD CLEANING SYSTEMS OF DALLAS-FORT WORTH | CLEANING CONTRACT AGREEMENT**

The undersigned hereby accepts the proposal of VANGUARD CLEANING SYSTEMS to supply janitorial services for our premises located at:

**3805 Adam Grubb Street  
7005 Charbonneau Rd  
Fort Worth, TX76135**

With the following terms:

1. Beginning December 1, 2018 VANGUARD CLEANING SYSTEMS will provide services in the evenings Mon - Weds - Fri. **at a monthly cost of \$1866.00 plus taxes (if applicable).**
2. Contract Term: The term of this contract is for twenty-two (22) months. At Lake Worth's option and with the approval of Vanguard Cleaning Systems, the contract may be renewed for two (2) additional twelve (12) month periods. The price must remain firm for the entire contract.
3. Designated holidays for cleaning services shall be: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
4. Vanguard will require upon acceptance two set of keys for and any alarm codes Service Provider.
5. Vanguard will perform all janitorial services specified in the Service Schedule in a satisfactory manner.
6. The agreement may be terminated for non-performance only, and the terminating party must give the other party written notice specifying in detail the nature of any defect in performance. The non-terminating party shall have (15) days to cure, to the reasonable satisfaction of the terminating party. If satisfaction is not achieved the terminating party shall notify the non-terminating party in writing of failure to cure and give (30) days' notice of cancellation thereafter.
7. All cleaning equipment and cleaning supplies will be furnished by Vanguard with the exception of toiletries, liners and paper supplies which can be purchased through Vanguard. If not added into the contract, any Customer request for use of specific cleaning products will be provided at customer's expense.
8. Invoicing is at the beginning of each month for that month's service, with current payment due by the 5th of the following month, delinquent by the 10th. All payments should be mailed to Vanguard Cleaning Systems, 2201 Brookhollow Plaza Drive, Suite 445, Arlington TX 76006.

**ACCEPTED:**

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**City of Lake Worth**

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**Vanguard Cleaning Systems**

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**Title**

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**Title**

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**Date Signed**

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**Date Signed**

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# VANGUARD OPTIONAL SERVICES

The following services are available to our customers upon request at an additional charge.

## HARD SURFACE FLOORS

Hard surface finished floors are maintained through a scheduled maintenance program incorporating the following elements:

**STRIP AND REFINISHING:** removal of all old floor finish (stripping), thorough cleaning and rinsing of the bare floor surface, and reapplication of several coats of new floor finish to protect the floor from damage and optimize appearance.

**SCRUB AND RECOAT:** Periodic interim maintenance involving removal of top layer of floor finish, thorough cleaning of the floor, and reapplication of finish. Performance of Scrub and Recoat jobs extends the useful life of the floor finish, saving money by reducing the frequency of more costly Strip and Refinish jobs. .

**SPRAY BUFFING OR HIGH SPEED BURNISHING:** Restores shine to finished floors to keep them looking their best. Depending on the traffic and requirements of the facility, Buffing or Burnishing may be performed anywhere from quarterly (low traffic areas) to monthly (typical office building lobbies and hallways) or more frequently (hospitals, supermarkets and other retail environments).

## CARPET CLEANING

Periodically carpet cleaning is advisable to extend the carpet life and keep it looking great. Vanguard franchisees can provide your facility with several carpet cleaning options.

**EXTRACTION:** Hot water with cleaning solution is sprayed onto the carpets, agitated into the carpet fibers, and vacuumed out.

**SHAMPOO:** In buildings where it is not possible to avoid walking on the carpets for 5-6 hours, shampooing allows for quicker drying of the carpet than extraction. .

**BONNET CLEANING:** This is an interim maintenance method that is often utilized for high traffic areas to keep the appearance clean in between more intensive cleanings.

**DRY METHODS:** May be best for carpets that are more prone to moisture damage or that have round-the-clock foot traffic.



## OTHER SERVICES...

- WINDOW WASHING
- POWER WASHING
- DETAIL CLEANING
- TURN OVER CLEANING



Agenda Item No. F.5

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**From:** Stacey Almond, City Manager

**Item:** Discuss and provide direction on the “Our Home, Our Decisions” campaign presentation.

**Summary:**

The “Our Home, Our Decisions” campaign had begun in Texas. The goal of the campaign is to raise awareness about the State of Texas eroding the ability of Texans to have a voice in developing local solutions to local problems that affect their neighborhoods and their communities.

Cities across Texas are coming together to discuss and show the importance of local decision-making and the threat of state preemption. The 2019 Legislative Session will begin in January and we can expect proposed Legislation like what we have seen in previous sessions.

Texas leaders in Austin released property tax reform plans which feature revenue caps as a cornerstone.

The Governor’s plan proposed 2.5 percent revenue cap on all cities, counties, special purpose districts, and school districts in the state. More specifically, the revenue cap would:

1. Propose a property tax rollback rate of 2.5 percent;
2. Provide that any proposed increases in excess of the cap may be only for certain purposes, like compensation for law enforcement personnel or critical infrastructure;
3. Prohibit a local government from proposing any property tax increase, even for the purposes listed above, in excess of the statewide (not city-specific) increase in population plus inflation;
4. Require that any proposed increase above the cap (but under the statewide population-plus-inflation-rate) be approved by two-thirds of the elected officials of the governing body proposing the increase AND be approved by two-thirds of the voters at an election; and
5. Include a “carry forward” provisions so that taxing entities can offset the effects of declines in property appraisal values during economic downturns.

According to the plan, the inspiration for the 2.5 percent revenue cap comes from a similar Massachusetts law passed in 1980. What the report fails to account for, however, is that local governments in Massachusetts are funded in a very different manner from local governments in Texas. Roughly 35 percent of Massachusetts cities’ general revenue comes directly from revenue generated by the state government.

Agenda Item No. F.6

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In 2017, the State of Massachusetts sent cities over \$1 billion in unrestricted aid. Limiting Massachusetts cities' discretion on property taxes can be somewhat justified given that there are other revenue sources, like state funding, to pay for necessary projects and services. In comparison, Texas cities receive only four percent of their general revenue from the state. (That amount is lower than all but three states.) A hard 2.5 percent revenue cap in Texas stifles city spending to a significantly greater degree than in other states like Massachusetts.

The property tax plan also focuses on limiting the issuance of local debt. In addition to adding various types of financial information to the ballot language that goes before the voters on a debt issuance, the plan includes recommendations to prohibit cities and counties from issuing certificates of obligation except for infrastructure projects on the heels of a natural disaster. It also proposes to require a bond proposition to receive the support of two-thirds of registered voters to pass.

Staff wanted to discuss the Council's interest in getting other local municipalities together to have a group discussion about proposed tax reform legislation. TML representatives are typically open to coming to discuss this agenda further, if requested.

**Fiscal Impact:**

N/A

**Attachments:**

1. Our Home, Our Decision Power Point – Lake Worth
2. OHOD Handout

**Recommended Motion or Action:**

This item is for discussion purposes only.





Local Decisions  
have created  
Texas cities where  
people want to....

Live

Work

Do Business

# Local Decisions





Year after year, Texas cities rank among the top cities in the nation for job creation, population growth and best management.

### **Fastest Growing Cities in U.S.**

- #1 Frisco, TX**
- #5 Midland, TX**
- #6 McKinney, TX**
- #9 Austin, TX**

### **Most Efficient Public Spending**

- #5 Houston, TX**
- #7 Dallas, TX**
- #14 El Paso, TX**
- #16 Austin, TX**
- #20 Lubbock, TX**

### **Best Places to Start a Business**

- #2 Austin, TX**
- #20 Fort Worth, TX**

**Texas Cities are High Ranking**





Texas cities lead the nation because they provide the services and infrastructure businesses need and the quality of life people want.

**Texas Cities Lead the Nation**



Instead of celebrating the amazing successes of Texas cities, some state officials are telling the world that Texas cities are bad places to do business.

## The End of Local Laws? War on Cities Intensifies in Texas

Gov. Greg Abbott, an outspoken critic of federal overreach, recently suggested that his state should adopt a "ban across the board" on local regulations.

BY DANIEL C. VOCK | APRIL 5, 2017

## Anti-city legislation bucks Texas history, leaders' own agenda

Editorial

## Stop fight against local control

Texas Gov. Greg Abbott should stop his war on local control at the city level. No surprise. He's a politician. The American Progressive Bag Alliance and its allies will be dispensing campaign contributions to Abbott and other statewide elected officials up for re-election in 2018.

Wednesday, January 4, 2017

## They praise 'local control,' but they want Austin control

BY BUD KENNEDY

Obviously, the Texas Legislature does not have enough to do.

When lawmakers convene Tuesday in Austin, they will have five months to work up a budget and fix anything that might need fixing between now and 2019.

Not to be outdone, state Rep. Jonathan Stickland told a forum last fall that if a city doesn't go along with lawmakers, "We can remove their charter."

Depending on whom you ask, the battle over "local control" vs. "state control" is over something as small as...







The ability of Texans to create vibrant, livable cities is under assault from state officials who want to dictate that every community and neighborhood conform to their agenda.

## Local vs. State Decisions



## OTHER VIEWS

### Revenue caps would save little, hurt much

Anyone concerned about skyrocketing property taxes should be against state Sen. Paul Bettencourt's push to cap revenues for cities and counties.

Why? Because stressed homeowners deserve a better deal than an extra cup of coffee a month. That's what he and Lt. Gov. Dan Patrick are offering in



JOSH BRODESKY



## EDITORIALS

### *Tax limit ties hands of local government*

THE EDITORIAL BOARD

Local government officials including Fort Worth Mayor Betsy Price were in Austin on Tuesday to argue against Senate Bill 2, a measure that Sen. Paul

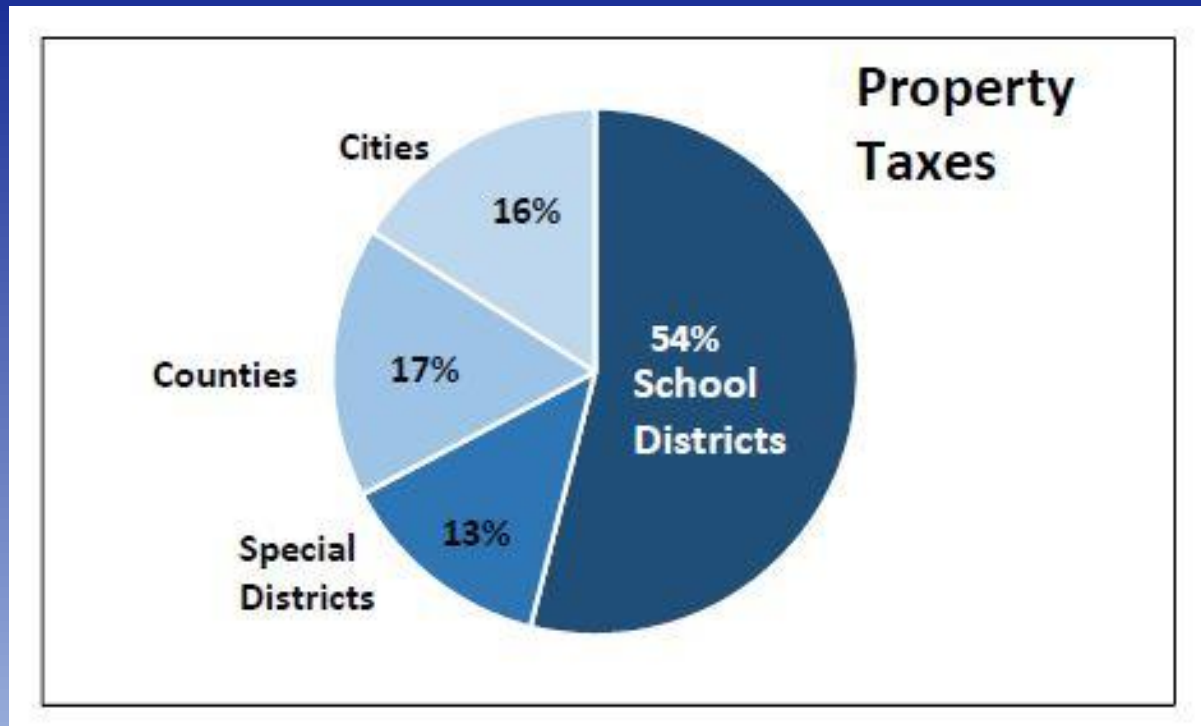
State officials want to put one-size-fits-all restrictions on the annual budgets of all cities and counties.

# The Greatest Threat Now.....



Some state officials are trying to mislead Texans into believing cities are to blame for high property taxes.

But here's the truth:  
**Cities only collect 16 % of property taxes.**



## Property Tax Rates in Texas



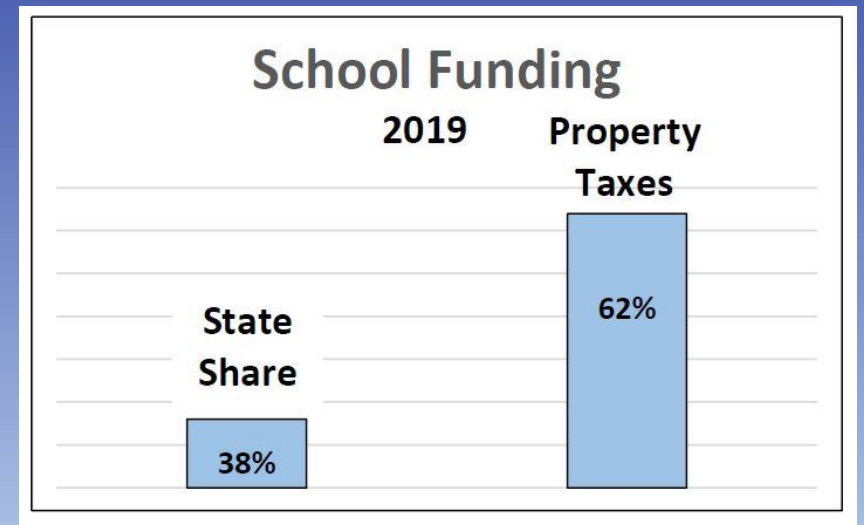
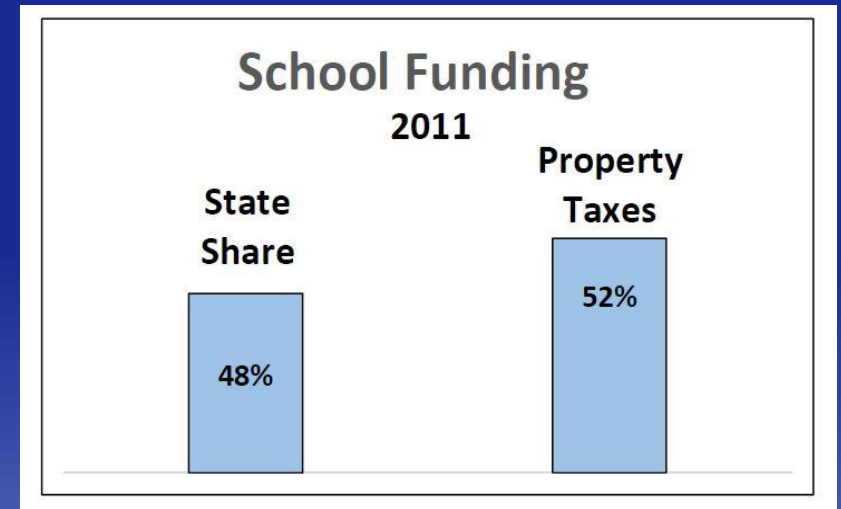
Across the state, school district taxes are about  
**3.5 times higher**  
than city taxes.

**Take a Look at Your Tax Bill...**



Texas property taxes are high because the legislature has been cutting the state's share of funding for education.

This forces school districts to raise your local property taxes to make up the difference.



# Property Taxes in Texas







**Ross Ramsey** Executive Editor

## **Analysis:**

# **The state's declining support for public education in Texas**

December 12, 2016

**Had the state kept its share of school funding constant for the past 10 years, voters might not be griping about rising property taxes. The state is spending more than it used to, but it's spending less per student.**

In 2017, the Legislature adopted a state budget that is based on our school property taxes increasing by 14% over two years.

## ★ THE TEXAS TRIBUNE

### Texas Senate approves its budget, shifting school costs to local taxpayers

ate passed budget that would shift \$1.8 billion in on costs to local taxpayers. [f](#) [t](#)

MARCH 28, 2017 2:18 PM



## TexasMonthly

POLITICS

### Are Your Property Taxes Too High? Thank a Legislator.

Property taxpayers will cover sixty percent of school costs. How did it come to this?

# Property Taxes in Texas



# Senate Bill 1 – General Appropriations Bill FY 2018 – FY 2019

- 3. Foundation School Program Funding.<sup>10</sup>** Out of the funds appropriated above, a total of \$21,468,235,602 in fiscal year 2018 and \$21,503,735,602 in fiscal year 2019 shall represent the sum-certain appropriation to the Foundation School Program. The total appropriation may not exceed the sum-certain amount. This appropriation includes allocations under Chapters 41, 42 and 46 of the Texas Education Code.

Formula Funding: The Commissioner shall make allocations to local school districts under Chapters 41, 42 and 46 based on the March 2017 estimates of average daily attendance and local district tax rates as determined by the Legislative Budget Board and the final tax year 2016 property values. Property values, and the estimates of local tax collections on which they are based, shall be increased by 7.04 percent for tax year 2017 and by 6.77 percent for tax year 2018.



Instead of blaming cities, the state can provide meaningful property tax relief by fixing the school finance system.

## Austin's Smokescreen

State needs to fix school finance problem it created

when it comes  
k on school fi-  
taxes.

### Bad bills

Senate Bill 1 would lower the rate of revenue increases from property taxes for cities and

E2 AUSTIN AMERICAN-STATESMAN | SUNDAY, JUNE 25, 2017

# VIEWPOINTS

**WE SAY PROPERTY TAXES**

## Provide real tax cuts, not illusions

To successfully pull off their stunts and tricks before audiences, great magicians employ the art of misdirection. The same is true for some politicians, such as Texas Lt. Gov. Dan Patrick, who



By leaving the school property tax untouched, the tax bills homeowners will pay in future years will rise sharply. That's because the state's school finance system will increasingly be reliant on

Austin American-Statesman

Susie Gray  
Publisher

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John Bridges  
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**Letting Texans decide at the local level what's best for their community is the foundation of the Texas Miracle.**

**We Need to Tell the Real Story...**



# Local Decision-Making Gives Texans a voice

....in the level of services they want and how to pay for them.



# Local Decision-Making Gives Lake Worth a voice

....in how much  
they want to invest  
in infrastructure  
improvements like  
roads, new police  
and fire, water,  
sewage and  
recreation facilities.





# Local Decision-Making Gives Lake Worth a voice

....in rules and  
regulations that  
protect their home  
values and the  
character of their  
neighborhoods.





**Texans want the decisions that affect  
their homes and neighborhoods to  
reflect our local priorities and values.**





- It's your home
  - It's your neighborhood
- It's your community
  - You and your neighbors should decide what's best for your community.

# Keep Decisions Local



# Talk to your State Representatives and State Senator about Lake Worth being your home.

Jane Nelson, State Senator

817.424.3446

[www.nelson.senate.state.tx.us](http://www.nelson.senate.state.tx.us)

1235 S. Main St. #280

Grapevine, TX 76051

Charlie Geren, State Representative

817.738.8333

[www.charliegeren.com](http://www.charliegeren.com)

1011 Roberts Cut Off Rd.

River Oaks, TX 76114

Congresswoman Kay Granger

817.338.0909

[www.kaygranger.house.gov](http://www.kaygranger.house.gov)

1701 River Run #407

Fort Worth, TX 76107

## Our Home, Our Decisions







# Our Home Our Decisions



It's the place where you and your family live. It's your home, your neighborhood, your community. And you should have a voice in decisions that affect you and everyone in your community.


But your ability to continue having a voice in vital decisions affecting your neighborhood and your community is under assault from politicians in state government in Austin. They want to force every town and city in Texas to conform to their ideas and they have the power to do it.

**If it's working, leave it alone.**

The dramatic growth in jobs and population in Texas cities in recent decades is indisputable proof that the decisions Texans have made at the local level have produced the kind of communities where people want to live, work, and do business. Year after year, Texas towns and cities lead the nation in the number of companies and people moving here. Even so, some politicians want you to believe people in communities across the state are adopting job-killing policies that are unfriendly to business. The reality we see around us every day proves they are trying to mislead us.

The success Texas cities have had in attracting people and businesses is the envy of the nation. But that success comes with challenges such as maddening traffic congestion and the need for more police officers, firefighters, water and sewer lines, trash collection, and all the other local services we all





depend on. In Texas, state government provides no funding for city services aside from some small grant programs so it is up to cities to find ways to pay for the state's growing needs.

The most important decisions we must make as a community involve the level of services we want and how much we are willing to pay for them. Those decisions should be made by you and the people you and your neighbors elect locally to lead your community and not legislators who live hundreds of miles away.

### **One size does not fit all.**

As Texans, we're proud that our state is unlike any of the others and the same holds true for our pride in our home towns. The unique character of each city is shaped by the priorities and values of the people who live there.

Texans don't want to be told they have to conform to one way of thinking or one way of living – whether it comes from Washington or from Austin. Texans don't care whether people in other communities make decisions that differ from the ones in their home town. Whether it's burnt orange or maroon, sweetened or unsweetened, red salsa or green – there's not just one way of being Texan.

But there's one thing all Texans can agree on: We want to continue making our own decisions about our home towns.



Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, Texas 78754