

CITY OF LAKE WORTH

CITY COUNCIL REGULAR MEETING AGENDA

**3805 ADAM GRUBB
LAKE WORTH, TEXAS 76135
TUESDAY, DECEMBER 10, 2019**

CITY COUNCIL REGULAR MEETING: 6:30 PM

Held in the City Council Chambers

A. CALL TO ORDER

A.1 INVOCATION AND PLEDGE OF ALLEGIANCE

A.2 ROLL CALL

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

1. Welcome and introduction - public official, public employee or citizen.

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. Pursuant to Section 551.007 of the Texas Government Code, citizens wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. For citizens wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the City Council. Negative or disparaging remarks about City personnel will not be tolerated. If you wish to address the Council, speakers are requested to fill out a "Public Meeting Appearance Card" and present it to the City Secretary, prior to the presiding officer calling the meeting to order. Comments will be limited to three (3) minutes per speaker and (6) minutes for those with a translator.

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

B. CONSIDER APPROVAL OF CONSENT AGENDA ITEMS

- B.1 Approve finance reports for the month of November 2019.
- B.2 Consider approval of an Interlocal Agreement (CO# 131642) with Tarrant County

for FY 2019-2020 for reconstruction and asphalt overlay projects and authorize the City Manager to execute the agreement.

- B.3 Consider Resolution No. 2019-20, approving the Local Project Advance Funding Agreement between Texas Department of Transportation (TxDOT) and the City of Lake Worth for the design and installation of the Green Ribbon Landscape improvements and authorize the City Manager to execute the agreement.
- B.4 Consider approval of Interlocal Agreement with Tarrant County for FY 2019 - 2020 roadway striping and authorize the City Manager to execute the agreement.
- B.5 Consider approval of the purchase of asphalt road surfacing products for FY 2019 - 2020 in an amount not to exceed \$350,000 for street projects and general repairs, utilizing the Tarrant County cooperative purchasing agreement.

C. PUBLIC HEARINGS

- C.1 Public Hearing to consider Ordinance No. 1165, Planning and Zoning Case No. PZ-2019-31, changing the zoning district and use classification from Single Family Residential (SF1) and Planned Commercial (PC) to Mixed Use Planned Development (MU-PD) zoning district and use classification on approximately seventy-one (71) acres of land, more commonly known as the area located north of Highway 199, West of the City Limit Line, South of Azle Avenue, and East of Interstate 820. **(PLANNING & ZONING COMMISSION RECOMMENDED APPROVAL BY A 7-0 VOTE)**

D. PLANNING AND DEVELOPMENT

- D.1 Discuss and consider Resolution No. 2019-25, appointing members to the Planning and Zoning Commission **(CONTINUED FROM THE NOVEMBER 12, 2019 CITY COUNCIL MEETING)**.

E. PUBLIC WORKS - no items for this category.

F. GENERAL ITEMS

- F.1 Discuss and consider approval of a waiver to allow for Common Representation with Taylor, Olson, Adkins, Sralla, & Elam (TOASE) to negotiate an Interlocal Agreement for Fire Services between the City of Lake Worth and the City of River Oaks.
- F.2 Discuss and receive feedback on the 2019 Bullfrog West Fest.
- F.3 Discuss and receive an update on the City of Lake Worth's Records Management Program.

G. TxDOT UPDATE(S)

- G.1 Discuss and receive feedback on TxDOT - SH 199 project(s).

H. MAYOR AND COUNCIL ITEMS(S)

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

I. EXECUTIVE SESSION

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

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

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

K. ADJOURNMENT

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, December 6, 2019 at 3:30 p.m.

City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (817) 237-1211 ext. 105 for further information.

Lake Worth City Council Meeting - December 10, 2019

Agenda Item No. 1.

FROM: Stacey Almond, City Manager

ITEM: Welcome and introduction - public official, public employee or citizen.

SUMMARY:

The purpose of this item to provide City staff or City Council the opportunity to recognize and introduce a public official, public employee or citizen in attendance at the meeting.

1. Oath of Office Presentation - Chief of Police

FISCAL IMPACT:

N/A

ATTACHMENTS:

Oath of Office

RECOMMENDED MOTION OR ACTION:

N/A

This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, _____, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of _____ of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

.....

State of _____)
County of _____)

Sworn to and subscribed before me
this _____ day of _____, 20____.

(seal)

Signature of Notary Public or Other Officer
Administering Oath

Printed or Typed Name

Lake Worth City Council Meeting - December 10, 2019

Agenda Item No. B.1

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

ITEM: Approve finance reports for the month of November 2019.

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:

Finance Reports

RECOMMENDED MOTION OR ACTION:

Approve finance reports for the month of November 2019.

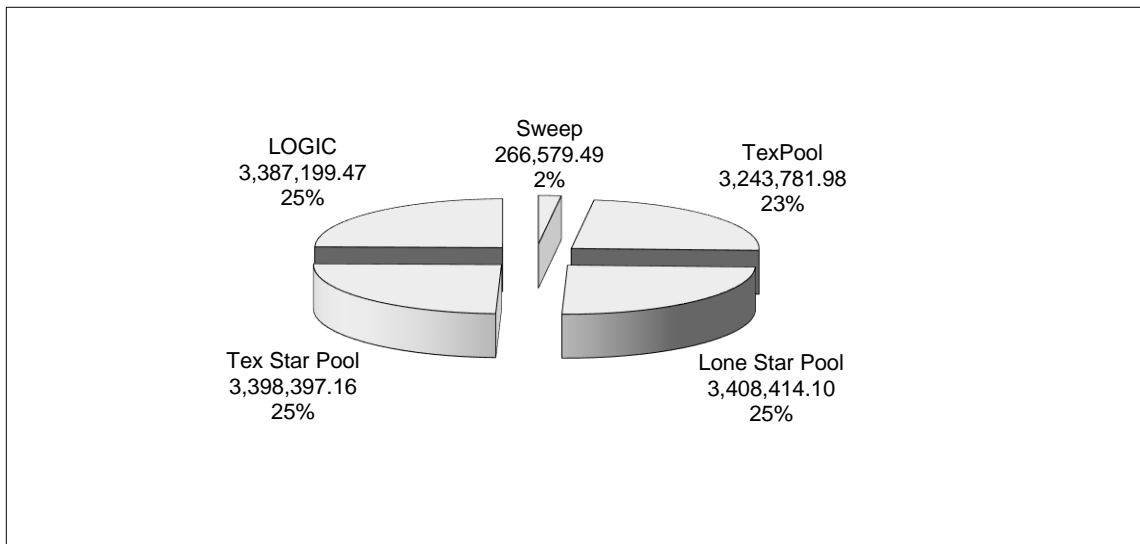
**CITY OF LAKE WORTH
CASH POSITION
As of November 30, 2019**

	Checking Account	TexPool	Lone Star Pool	TexStar	LOGIC	Total
General Fund	66,283.43	1,940,927.40	1,881,047.27	2,214,882.50	1,882,319.66	7,985,460.26
Park Fund	12,708.49	179,646.59			188,647.54	381,002.62
Child Safety Fund	6,208.68					6,208.68
Court Technology	7,833.63					7,833.63
Court Security Fund	22,761.69				53,194.98	75,956.67
Confiscated Property Fund	4,711.22					4,711.22
Street Maintenance		395,042.88	396,096.45	413,756.25	395,483.19	1,600,378.77
Crime Control	30,136.04	153,285.32	109,157.97	167,774.08		460,353.41
PEG Fund					85,690.69	85,690.69
Water/Sewer Fund	70,607.35	464,412.06	476,846.90		443,798.56	1,455,664.87
Debt Service	14,327.68	110,467.73	108,286.03			233,081.44
Vehicle Replacement Fund			106,263.92	251,585.08		357,849.00
2008 CO Series				4,202.88		4,202.88
Hotel/Motel Tax Fund	31,001.28		330,715.56	346,196.37	338,064.85	1,045,978.06
Total All Cash & Invstments	266,579.49	3,243,781.98	3,408,414.10	3,398,397.16	3,387,199.47	13,704,372.20

CITY OF LAKE WORTH INVESTMENT ACTIVITY *As of November 30, 2019*

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	\$266,579.49
<i>(Funds covered by FDIC and Pledged Collateral by Bank of Texas)</i>	
Total Funds Held In TexPool	\$3,243,781.98
<i>(NAV \$1.00 per share, 3,243,782 shares; WAM 1 day)</i>	
Total Funds Held In Lone Star Pool	\$3,408,414.10
<i>(NAV \$1.00 per share, 3,408,414 shares; WAM 1 day)</i>	
Total Funds Held In TexStar Pool	\$3,398,397.16
<i>(NAV \$1.00 per share, 3,398,397 shares; WAM 1 day)</i>	
Total Funds Held In LOGIC	\$3,387,199.47
<i>(NAV \$1.00 per share, 3,387,199 shares; WAM 1 day)</i>	
Total All Funds	\$13,704,372.20



Prepared By: *Debbie Whitley*

Date: December 3, 2019

**CITY OF LAKE WORTH
EXPENDITURE REPORT
November 2019**

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
GENERAL FUND					
Mayor/Council	16,777.00	15,504.07	20,788.47	-4,011.47	124%
Administration	570,822.00	116,102.71	162,255.84	408,566.16	28%
Admin-Finance	487,986.00	47,181.04	89,209.94	398,776.06	18%
Admin-HR/Risk Mgmt	162,959.00	8,152.62	28,302.98	134,656.02	17%
Admin-Multi-Purpose Center	26,375.00	30,707.44	30,954.10	-4,579.10	117%
Admin-Multi-LW Area Museum	5,675.00	162.80	571.21	5,103.79	10%
Police	2,707,270.00	235,026.25	433,591.27	2,273,678.73	16%
Fire	2,709,846.00	213,364.30	441,558.03	2,268,287.97	16%
Street	1,289,789.00	64,988.00	119,099.58	1,170,689.42	9%
Library	338,991.00	24,483.85	52,096.22	286,894.78	15%
Parks	936,846.00	25,712.08	60,642.63	876,203.37	6%
Maintenance Dept	76,654.00	4,908.91	11,129.40	65,524.60	15%
Senior Citizens	129,268.00	16,586.23	22,422.28	106,845.72	17%
Municipal Court	253,417.00	15,575.83	34,933.22	218,483.78	14%
Animal Control	181,890.00	11,770.35	24,521.17	157,368.83	13%
Emergency Management	39,900.00	767.73	8,919.69	30,980.31	22%
Permits & Inspections	313,108.00	24,711.62	54,328.42	258,779.58	17%
P & I - Planning & Zoning	104,439.00	15,188.73	27,400.39	77,038.61	26%
P & I - Code Compliance	27,650.00			27,650.00	0%
Information Technology	552,888.00	15,003.20	66,285.09	486,602.91	12%
Economic Dev Activities	517,489.00	42,121.71	55,914.22	461,574.78	11%
Total General Fund	11,450,039.00	928,019.47	1,744,924.15	9,705,114.85	15%

WATER/SEWER FUND					
Administration	298,746.00	9,127.64	17,962.35	280,783.65	6%
Water Supply	888,421.00	73,244.51	91,062.85	797,358.15	10%
Water Distribution	398,195.00	177,124.10	236,425.62	161,769.38	59%
Sewer Department	1,247,894.00	55,842.89	69,071.51	1,178,822.49	6%
Total Water/Sewer	2,833,256.00	315,339.14	414,522.33	2,418,733.67	15%

**CITY OF LAKE WORTH
REVENUE REPORT
November 2019**

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
GENERAL FUND					
Property Taxes	1,002,444.00	89,398.84	109,952.71	892,491.29	11%
Franchise Fees	450,000.00	6,147.23	6,298.34	443,701.66	1%
Sales and Beverage Taxes	7,580,000.00	768,003.21	768,003.21	6,811,996.79	10%
Fines and Warrants	430,035.00	30,425.67	58,754.35	371,280.65	14%
License & Permits	123,875.00	14,736.37	27,133.61	96,741.39	22%
Sanitation	198,335.00	16,946.37	33,922.35	164,412.65	17%
Animal Control	9,300.00	820.00	1,975.00	7,325.00	21%
Investment Income & Misc	1,102,874.00	28,185.82	106,828.71	996,045.29	10%
Due From Other Funds	300,316.00			300,316.00	0%
Use of Prior Year Reserves	253,218.00			253,218.00	0%
Transfer In-Other Funds					0%
Total General Fund	11,450,397.00	954,663.51	1,112,868.28	10,337,528.72	10%

WATER/SEWER FUND					
Water Sales	1,424,845.00	115,691.14	238,538.23	1,186,306.77	17%
Water Tap Fees	1,500.00			1,500.00	0%
Water Service Charge	60,000.00	6,771.87	13,388.39	46,611.61	22%
Sewer Charges	1,260,000.00	105,815.63	199,048.51	1,060,951.49	16%
Sewer Tap Fees	4,000.00			4,000.00	0%
New Service Set Up Fee		220.00	620.00	-620.00	#DIV/0!
Interest Income & Miscellaneous	90,960.00	6,737.72	36,099.28	54,860.72	40%
Transfers In	189,153.00			189,153.00	0%
Use of Prior Year Reserves				0.00	#DIV/0!
Total Water/Sewer Fund	3,030,458.00	235,236.36	487,694.41	2,542,763.59	16%

DEBT SERVICE FUND					
Property Tax Revenue	1,190,360.00	103,904.66	128,032.66	1,062,327.34	11%
Investment Income & Misc	12,000.00	202.07	202.07	11,797.93	2%
Transfers In	347,686.00	0.00	0.00	347,686.00	0%
Use of Prior Year Reserves	55,000.00			55,000.00	0%
Total Debt Service	1,605,046.00	104,106.73	128,234.73	1,476,811.27	8%

**CITY OF LAKE WORTH
GF SALES TAX ANALYSIS
FOR NOVEMBER 2019 REVENUE**

	<i>Net Payment</i>	Current % Incr or Decrease
November 2019	768,003.21	
November 2018	712,328.31	7.816%
November 2017	613,226.66	25.240%
<i>YTD Net Payment</i>		
Current YTD Total	768,003.21	
YTD, Last Year	712,328.31	7.816%
YTD, 2 Years Ago	613,226.66	25.240%

<i>Current Period Collections</i>		
November 2019	782,564.65	
November 2018	729,216.76	7.316%
November 2017	731,194.19	7.026%

<i>YTD Current Period Collections</i>		
Current YTD Total	782,564.65	
YTD, Last Year	729,216.76	7.316%
YTD, 2 Years Ago	731,194.19	7.026%

CITY OF LAKE WORTH
PARK FUND
As of November 30, 2019

REVENUE SOURCE:

UTILITY DONATIONS	1,591.00
DONATIONS - KIDS & TREES	0.00
DONATIONS - NAVAJO PARK	0.00
DONATIONS - RAYL PARK	0.00
DONATIONS - LAKE WORTH PARK	0.00
INVESTMENT INCOME	0.00
CONTRIBUTIONS FROM OTHER FUNDS	0.00
MISCELLANEOUS	646.36
Total Revenue	<u>2,237.36</u>

EXPENDITURE CATEGORY:

MISCELLANEOUS	27.05
PARK MAINTENANCE	65.16
CHARBONNEAU PARK	24.95
LAKE WORTH PARK	210.24
NAVAJO PARK	0.00
GRAND LAKE PARK	24.95
REYNOLDS PARK	0.00
RAYL PARK	42.25
TELEPHONE ROAD PARK	0.00
DAKOTA PARK	0.00
EQUIPMENT PURCHASE/IMPROVEMENTS	0.00
Total Expenditure	<u>394.60</u>

REVENUE OVER EXPENDITURES 1,842.76

<u>CASH POSITION</u>	
CHECKING	12,708.49
INVESTMENTS	<u>368,294.13</u>
TOTAL CASH	381,002.62

CITY OF LAKE WORTH
STREET MAINTENANCE
November 2019

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	2,718.88	2,718.88	24,281.12	10%
Transfers In	200,607.00			200,607.00	0%
Use of Prior Yr Rsrvs	608,568.00			608,568.00	
Total Revenue	836,175.00	2,718.88	2,718.88	833,456.12	0%

Expenditures

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Miscellaneous				0.00	0%
Barricades & Markers	25,000.00			25,000.00	0%
Street Projects	545,055.00	1,819.50	3,858.50	541,196.50	1%
Concrete Replacement	266,120.00			266,120.00	0%
Total Expenditures	836,175.00	1,819.50	3,858.50	832,316.50	0%

CITY OF LAKE WORTH
CCPD
November 2019

Revenue

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
Sales Tax	1,070,000.00	107,757.93	107,757.93	962,242.07	10%
SRO Reimbursement	89,124.00	7,427.00	14,854.00	74,270.00	17%
Interest & Misc Income	14,750.00	749.07	749.07	14,000.93	5%
Use of Prior Yr Rsrvs				0.00	
Total Revenue	1,173,874.00	115,934.00	123,361.00	1,050,513.00	11%

Expenditures

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Salaries	929,621.00	63,744.66	146,924.00	782,697.00	16%
Supplies	25,450.00	750.24	9,531.26	15,918.74	37%
Maintenance	28,225.00	721.58	1,412.82	26,812.18	5%
Services	98,136.00	27,486.18	51,958.11	46,177.89	53%
Equipment	7,000.00	32,099.44	34,380.83	-27,380.83	491%
Transfers Out	85,080.00			85,080.00	0%
Total Expenditures	1,173,512.00	124,802.10	244,207.02	929,304.98	21%

Lake Worth City Council Meeting - December 10, 2019

Agenda Item No. B.2

FROM: Kelly McDonald, Purchasing Coordinator / Risk Manager

ITEM: Consider approval of an Interlocal Agreement (CO# 131642) with Tarrant County for FY 2019-2020 for reconstruction and asphalt overlay projects and authorize the City Manager to execute the agreement.

SUMMARY:

Annually, Tarrant County provides labor and equipment for the reconstruction and/or asphalt overlay of predetermined public streets. The City submitted a letter of interest to Precinct 4 County Commissioner J.D. Johnson listing all streets that the City approved through the FY 2019 - 2020 budgetary process.

The projects proposed are:

- Reconstruct and Asphalt Overlay - Pulverize the existing asphalt pavement and reclaim to a depth of 8" cement stabilization, apply 2" Type B hot mix asphaltic concrete and 2" Type D asphaltic concrete pavement surface.
 - o Hiawatha Trail (62,384 sq.ft.)
- Asphalt Overlay – Apply 2" Type D hot mix asphaltic concrete pavement surface.
 - o 3700-4000 Pueblo Trail (45,808 sq.ft.)
 - o 7100 Lotus Trail (2,850 sq.ft.)
 - o 7000 Lilac Lane (5,850 sq.ft.)
 - o 6900 Hatch Road (18,480 sq.ft.)
 - o 4100 Bass (6,060 sq.ft.)
 - o 7000 Edgemere Place (7,200 sq.ft.)
 - o 7100 Malta Street (1,760 sq.ft.)
 - o 3600 Mohawk Trail (12,600 sq.ft.)
 - o 7200 Comanche Trail (25,200 sq.ft.)

FISCAL IMPACT:

The City will be responsible for furnishing all materials, a site for dumping waste, traffic control, temporary driving markings, a Storm Water Prevention Plan and plan specification and engineering drawings, if needed.

Budgeted costs for FY 19/20 Street Projects is \$355,000

ATTACHMENTS:

ILA Tarrant County 131642

RECOMMENDED MOTION OR ACTION:

Move to approve Interlocal Agreement (CO# 131642) with Tarrant County for FY 2019-2020 for reconstruction and asphalt overlay projects and authorize the City Manager to execute the agreement.

THE STATE OF TEXAS**INTERLOCAL AGREEMENT****COUNTY OF TARRANT**

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the City of Lake Worth ("CITY").

WHEREAS, the CITY is requesting the COUNTY'S assistance in the reconstruct and asphalt overlay of Hiawatha Trail and the asphalt overlay of Pueblo Trail, Lotus Trail, Lilac Lane, Hatch Road, Bass Street, Edgemere Place, Malta Drive, Mohawk Trail, and Comanche Trail all being streets located within the CITY (collectively referred to as the "**Project**").

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and the COUNTY have authorized their representative to sign this Agreement; and
- e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS**1. COUNTY RESPONSIBILITY**

- 1.1 The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project.

(K) 4" The Project consists of the reconstruct and asphalt overlay of Hiawatha Trail; being approximately 62,384 square feet. Pulverize the existing asphalt pavement and reclaiming to a depth of 8", cement stabilize, apply 2" Type B hot mix asphaltic concrete and 2" Type D asphaltic concrete pavement surface.

- 1.2 In addition the CITY requests the asphalt overlay of Pueblo Trail, Lotus Trail, Lilac Lane, Hatch Road, Bass, Edgemere Place, Malta Drive, Mohawk Trail, and Comanche Trail; being approximately 123,838 square feet. Apply 2" Type D hot mix asphaltic concrete pavement surface.

2. CITY RESPONSIBILITY

- 2.1 CITY will furnish all materials for the Project and pay trucking charges.
- 2.2 CITY will furnish a site for dumping waste in close proximity to job site for materials generated during this project.
- 2.3 CITY will furnish all rights of way, plan specifications and engineering drawings.
- 2.4 CITY will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the Project; and
- 2.5 CITY will provide temporary driving lane markings.
- 2.6 If a Storm Water Pollution Prevention Plan is required, the CITY will be responsible for the design and development of the Plan. CITY will pay for all cost (including subcontractor materials, labor and equipment) associated with the implementation and maintenance of the Plan.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of project completion. Upon expiration of 30 days after project completion, the CITY will be solely responsible for maintenance and repairs of the entire Project.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If necessary, the CITY will furnish flag persons.
- 5.2 If required, the CITY will pay for engineering services, storm water run-off plans, and continuation of services and plan.
- 5.3 If a Storm Water Prevention Plan is provided by the CITY, the COUNTY will be responsible for the implementation and maintenance of the Plan during the duration of the Project.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

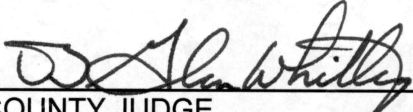
This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION OF AGREEMENT

The initial term of this Agreement is until September 30, 2020 and will automatically renew for a like term thereafter unless terminated by either party in writing. Either party may terminate this Agreement at any time—either before the expiration of the initial term or after the renewal of any term thereafter—by providing the other party with 30-days written notice of termination. In the event of termination by

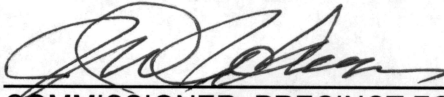
either party, neither party shall have any obligations to the other party under this Agreement, except that the CITY is still liable for payment to the COUNTY for any outstanding invoice for the Project.

TARRANT COUNTY, TEXAS



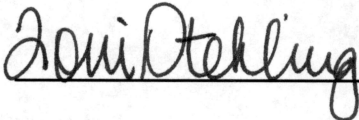
COUNTY JUDGE

Date: November 19, 2019

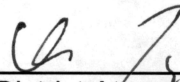


COMMISSIONER, PRECINCT FOUR
J.D. JOHNSON

Attest:



APPROVED AS TO FORM*



Criminal District Attorney's Office*

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CITY OF LAKE WORTH

Authorized City Official

Date: _____

Attest:

APPROVED AS TO FORM AND LEGALITY

Assistant City Attorney

Lake Worth City Council Meeting - December 10, 2019

Agenda Item No. B.3

FROM: Stacey Almond, City Manager

ITEM: Consider Resolution No. 2019-20, approving the Local Project Advance Funding Agreement between Texas Department of Transportation (TxDOT) and the City of Lake Worth for the design and installation of the Green Ribbon Landscape improvements and authorize the City Manager to execute the agreement.

SUMMARY:

The proposed Resolution is to provide for the design phase of the Green Ribbon Project with TxDOT.

TxDOT passed Minute Order Number 115550 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as I-820 Landscape Beautification Project.

The proposed Resolution is necessary to complete the Advanced Funding Agreement and complete TxDOT's requirements.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution No. 2019-20 TxDOT Advance Funding
Green Ribbon AFA - TxDOT

RECOMMENDED MOTION OR ACTION:

Move to approve Resolution No. 2019-20, approving the Local Project Advance Funding Agreement between Texas Department of Transportation (TxDOT) and the City of Lake Worth for the design and installation of the Green Ribbon Landscape improvements and authorize the City Manager to execute the agreement.

RESOLUTION NO. 2019-20

A RESOLUTION APPROVING THE LOCAL PROJECT ADVANCE FUNDING AGREEMENT BETWEEN TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) AND THE CITY OF LAKE WORTH FOR THE DESIGN AND INSTALLATION OF THE GREEN RIOBBON LANDSCAPE IMPROVEMNTS ON NORTHWEST LOOP 820 MEDIANS AT AZLE AVENUE.

WHEREAS, the City of Lake Worth desires to proceed with the design and installation of landscape improvements, in the Northwest Loop 820 medians at Azle Avenue; and,

WHEREAS, the City of Lake Worth desires to enter into a Local Project Advance Funding Agreement with the Texas Department of Transportation (TxDOT).

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

SECTION 1.

That the Local Project Advance Funding Agreement between TxDOT and the City of Lake Worth for the purpose of the design and installation of landscape improvements, in the Northwest Loop 820 medians at Azle Avenue.

SECTION 2.

That this resolution shall be effective immediately from and after its passage.

PASSED AND APPROVED at a regular meeting of the City Council of Lake Worth, Texas, on this the 10th day of December 2019.

Walter Bowen, Mayor

ATTEST:

Monica Solko, City Secretary

TxDOT:		Federal Highway Administration:	
CSJ #	0008-14-133	CFDA No.	20.205
District #	02-Fort Worth	CFDA Title	Highway Planning and Construction
Code Chart 64 #	23650		
Project Name	I-820 Beautification Project	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Green Ribbon Program On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Lake Worth**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **I-820 Landscape Beautification Project**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of improvements of native, adaptive landscape planting with permanent drip irrigation in all beds. Plantings include shrubs, ornamental grasses, and groundcover plantings. A total of 8 planting beds will sit along the existing landscape space between the Jim Wright Freeway frontage roads and I-820 at the corner of Azle Avenue. Planter beds will be distinguished with a concrete mow strip and decomposed granite and river rock will serve as mulch. Steel edging will separate the groundcover planting from the shrubs/ornamental grass plantings.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform

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- oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
 - C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
 - D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
 - F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
 - G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
 - H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
 - I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum,

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this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance

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of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

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- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Lake Worth ATTN: City Manager 3805 Adam Grubb Lake Worth, TX 76135	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of

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materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

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- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. **Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

TxDOT:		Federal Highway Administration:	
CSJ #	0008-14-133	CFDA No.	20.205
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- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

TxDOT:		Federal Highway Administration:	
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29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and

TxDOT:		Federal Highway Administration:	
CSJ #	0008-14-133	CFDA No.	20.205
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- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Typed or Printed Title

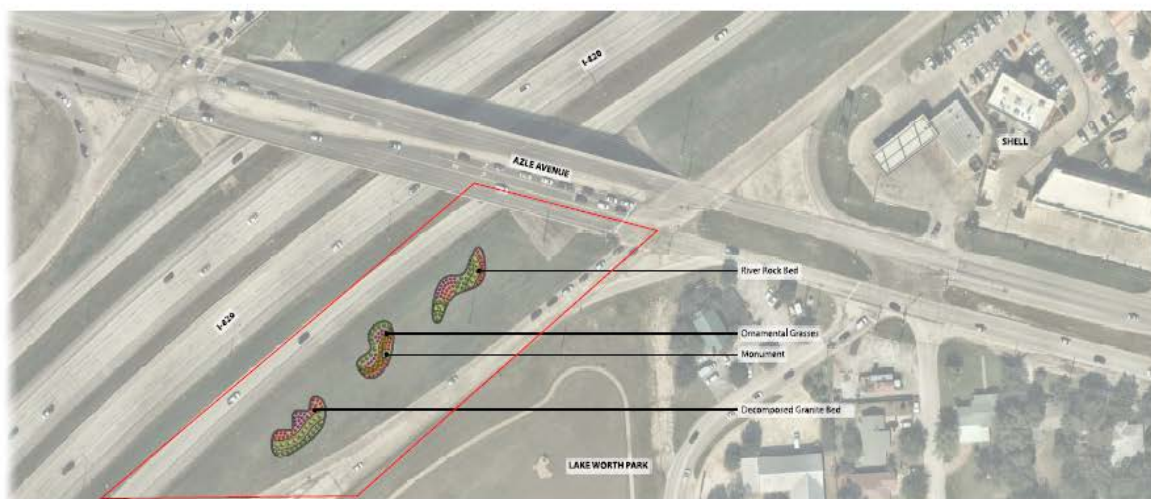
Date

TxDOT:		Federal Highway Administration:	
CSJ #	0008-14-133	CFDA No.	20.205
District #	02-Fort Worth	CFDA Title	Highway Planning and Construction
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ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

TxDOT:		Federal Highway Administration:	
CSJ #		CFDA No.	20.205
District #		CFDA Title	Highway Planning and Construction
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ATTACHMENT B LOCATION MAP SHOWING PROJECT



- Legend**
- Yucca
 - Kaleidoscope Abelia
 - Lemon-Lime Nandina
 - Colorguard Yucca
 - Ornamental Grasses
 - River Rock
 - Decomposed Granite

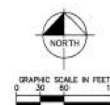


Exhibit A

TxDOT:		Federal Highway Administration:	
CSJ #	0008-14-133	CFDA No.	20.205
District #	02- Fort Worth	CFDA Title	Highway Planning and Construction
Code Chart 64 #	23650		
Project Name	I-820 Beautification Project FY20	AFA Not Used For Research & Development	

ATTACHMENT C PROJECT BUDGET

Environmental, Engineering Costs will be allocated based on 100% Local Government funding until the funding reaches the maximum obligated amount. The Local Government will be responsible for 100% of the costs.

Construction Costs will be allocated based on applicable Federal/State funding and a fixed amount of Local Government funding until the local funding reaches the maximum obligated amount. The State Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local Government)	\$3,000	0%	\$0	0%	\$0	100%	\$3,000
Engineering (by Local Government)	\$22,000	0%	\$0	0%	\$0	100%	\$22,000
Construction (by State)	\$400,000		\$320,000		\$80,000		\$0
Subtotal	\$425,000		\$320,000		\$80,000		\$25,000
Environmental Direct State Costs	\$150	0%	\$0	100%	\$150	0%	\$0
Right of Way Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Engineering Direct State Costs	\$1,100	0%	\$0	100%	\$1,100	0%	\$0
Utility Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Construction Direct State Costs	\$57,520		\$0		\$57,520		\$0
Indirect State Costs	\$19,210	0%	\$0	100%	\$19,210	0%	\$0
TOTAL	\$502,982		\$320,000		\$157,982		\$25,000

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Total payment by the Local Government to the State \$0.00

The total amount of Local Government participation shall not exceed the amount appearing above.

Lake Worth City Council Meeting - December 10, 2019

Agenda Item No. B.4

FROM: Kelly McDonald, Purchasing Coordinator / Risk Manager

ITEM: Consider approval of Interlocal Agreement with Tarrant County for FY 2019 - 2020 roadway striping and authorize the City Manager to execute the agreement.

SUMMARY:

The City requested assistance from Tarrant County for the application of permanent roadway striping for Azle Avenue. The application will consist of approximately 4,545 linear feet which includes five (5) lanes of traffic with a double yellow turn lane in the middle.

FISCAL IMPACT:

The City will be responsible for furnishing all materials, traffic control, temporary driving markings, and plan specification and engineering drawings, if needed.

Per our contract the City will pay Tarrant County the cost of paint materials in an amount not to exceed \$1,000.

ATTACHMENTS:

ILA Tarrant County Striping
Tarrant County Notice to Proceed

RECOMMENDED MOTION OR ACTION:

Move to approve Interlocal Agreement with Tarrant County for FY 2019 - 2020 roadway striping and authorize the City Manager to execute the agreement. .

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the City of Lake Worth ("CITY").

WHEREAS, the CITY is requesting the COUNTY's assistance applying permanent roadway striping on the following streets (the "Project"), located within the CITY:

- Azle Avenue – from 6100 Azle Avenue to 6700 Azle Avenue (approximately 4,545 linear feet).

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and the COUNTY have authorized their representative to sign this Agreement; and
- e. The COUNTY and CITY acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor, equipment and materials to assist the CITY in completing the Project.

The COUNTY will use waterborne acrylic traffic paint that complies with current Texas Department of Transportation specifications.

The COUNTY will apply the striping during the hours of 8:30 AM to 2:30 PM, Monday to Friday.

2. CITY RESPONSIBILITY

The CITY will pay the COUNTY for the cost of paint materials in an amount not to exceed \$1,000. The actual cost to the CITY will be determined upon completion of the Project.

The CITY will provide striping documentation if there are no markings present or no longer visible, and if passing lanes or ANY deviation from the original striping is requested.

The CITY will provide a staging area if needed, and personnel to provide flagging and/or traffic control assistance as necessary.

The CITY will ensure prior to striping that the roadway surface is clean and serviceable for application of paint, and that temporary tabs and construction markings are removed.

The CITY will notify adjacent property owners of the schedule for striping services provided by the COUNTY. The CITY agrees that the CITY will be responsible for damages to adjacent property.

The CITY will pay COUNTY the invoiced amount for all striping, signs and incidental materials, upon completion of the Project.

The CITY will pay the COUNTY from current revenues available to the CITY.

3. PROCEDURES DURING PROJECT

If the CITY has a complaint regarding the COUNTY's performance of the Project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of Project completion.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time.

6. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

7. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

8. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

9. TERMINATION OF AGREEMENT

This Agreement will automatically terminate upon completion of the Project or September 30, 2020, whichever date occurs first. This Agreement may be renewed prior to its expiration upon the mutual consent of the parties in writing.

TARRANT COUNTY, TEXAS

CITY OF LAKE WORTH

COUNTY JUDGE

Authorized City Official

Date: _____

Date: _____

Recommended for Approval:

COMMISSIONER, PRECINCT 4

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY

Criminal District Attorney's Office*

City Attorney

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

NOTICE TO PROCEED

The City of Lake Worth hereby notifies Tarrant County that the County may proceed with this project, as specified in the attached Agreement, on or after

(Month/Date/Year)

Authorized City Official
City of Lake Worth

Striping for:

- Azle Avenue – from 6100 Azle Avenue to 6700 Azle Avenue (approximately 4,545 linear feet).

Lake Worth City Council Meeting - December 10, 2019

Agenda Item No. B.5

FROM: Kelly McDonald, Purchasing Coordinator/Risk Manager

ITEM: Consider approval of the purchase of asphalt road surfacing products for FY 2019 - 2020 in an amount not to exceed \$350,000 for street projects and general repairs, utilizing the Tarrant County cooperative purchasing agreement.

SUMMARY:

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

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

FISCAL IMPACT:

\$350,000 - Asphalt product (this amount is included in the FY 2019 -2020 budget).

ATTACHMENTS:

Tarrant County contract 2018-165

RECOMMENDED MOTION OR ACTION:

Move to approve the purchase of asphalt road surfacing products for FY 2019 - 2020 in an amount not to exceed \$350,000 for street projects and general repairs, utilizing the Tarrant County cooperative purchasing agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lake Worth City Council Meeting - December 10, 2019

Agenda Item No. C.1

FROM: Suzanne Meason, Planning and Zoning Administrator

ITEM: Public Hearing to consider Ordinance No. 1165, Planning and Zoning Case No. PZ-2019-31, changing the zoning district and use classification from Single Family Residential (SF1) and Planned Commercial (PC) to Mixed Use Planned Development (MU-PD) zoning district and use classification on approximately seventy-one (71) acres of land, more commonly known as the area located north of Highway 199, West of the City Limit Line, South of Azle Avenue, and East of Interstate 820. **(PLANNING & ZONING COMMISSION RECOMMENDED APPROVAL BY A 7-0 VOTE)**

SUMMARY:

The City is in the process of rezoning approximately 10% of the City's current zoning districts to replace older zoning districts with new Comprehensive Zoning Districts.

City staff, along with our consultant, developed new regulations and associated maps that were presented to the Lake Worth Planning and Zoning Commission and the City Council at the joint meeting on November 12, 2019 and were adopted.

The rezoning of the Broadview West Addition of the City is to clean up the current zoning of the properties in that area that are mixed throughout, and have it conform with the City's Future Land Use Plan which was adopted in April 2018.

The property owners of the Broadview West Addition of the City were sent a detailed letter along with the public hearing notice explaining the zoning change request.

On Monday, October 28, 2019 as required by State law, the city mailed out one hundred twenty-eight (128) letters of Notification for Public Hearing to all property owners within two hundred (200') feet of the subject sites. Notice was also published in the City's newspaper of record, the Fort Worth Star Telegram on Saturday, November 2, 2019.

Staff received 5 public comment forms back in favor (3 of those owning multiple properties) and 1 back in opposition of the rezoning as of the packet preparation date. Those forms have been attached for the commission's reference.

The Planning & Zoning Commission heard the item at the November 19, 2019 meeting and recommended approval by a 7-0 vote.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance No. 1165

Exhibit "A"

Exhibit "B"

Property Owner Letter

Current Zoning Map

Public Hearing Notice

Returned Public Comment Form(s)

Development Application

RECOMMENDED MOTION OR ACTION:

Move to approve, Ordinance No. 1165, which is Planning and Zoning Case No. PZ-2019-31, changing the zoning district and use classification from Single Family Residential (SF1) and Planned Commercial (PC) to Mixed Use Planned Development (MU-PD) zoning district and use classification on approximately seventy-one (71) acres of land, more commonly known as the area located north of Highway 199, West of the City Limit Line, South of Azle Avenue, and East of Interstate 820.

ORDINANCE NO. 1165

AN ORDINANCE OF THE CITY OF LAKE WORTH, TEXAS, CHANGING THE ZONING DISTRICT AND USE CLASSIFICATION FROM SINGLE FAMILY RESIDENTIAL (SF1) AND PLANNED COMMERCIAL (PC) TO MIXED USE PLANNED DEVELOPMENT (MU-PD) CLASSIFICATION, ON APPROXIMATELY 71 ACRES OF LAND, MORE COMMONLY KNOWN AS THE AREA LOCATED NORTH OF HIGHWAY 199, WEST OF THE CITY LIMIT LINE, SOUTH OF AZLE AVENUE, AND EAST OF INTERSTATE 820; ADOPTING AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING SAVINGS; PROVIDING ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER OF THE CITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth is initiating a change in the zoning district and use classification from Single Family Residential (SF1) and Planned Commercial (PC) to Mixed Use Planned Development (MU-PD) zoning district and use classification on approximately 71 acres of land legally described in **Exhibit "A"** and generally depicted in the map in **Exhibit "B"**, both of which are attached hereto and incorporated herein by reference (hereinafter, "the Property"); and

WHEREAS, on November 19, 2019, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, after giving the requisite notices by publication and otherwise, and after holding a public hearing, has recommended approval X-X of the change in the zoning district and use classification for the Property; and

WHEREAS, on December 10, 2019, the City Council likewise conducted a public hearing as required by law and upon consideration, the City Council hereby finds that the request is consistent with the Lake Worth Comprehensive Land Use Plan, and state and local law; and

WHEREAS, the Planning and Zoning Commission and the City Council, in considering the change in the zoning district and use classification, have determined that the proposed change is in the best interest of the health, safety, and general welfare of the City of Lake Worth and its citizens; and

WHEREAS, the City Council of the City of Lake Worth finds that the change in zoning district and use classification should be granted as set forth herein.

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

SECTION 1.
INCORPORATION OF RECITALS

The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2.

The zoning district and use classification for the Property is hereby changed from Single Family Residential (SF1) and Planned Commercial (PC) to Mixed Use Planned Development (MU-PD) zoning district and use classification.

SECTION 3.

The City's official zoning map is hereby amended to show the zoning district and use classification.

SECTION 4.
PENALTY

Any person, firm, or corporation violating any of the provisions of this Ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 5.
CUMULATIVE CLAUSE

This Ordinance shall be cumulative of all provisions of all other ordinances of the City of Lake Worth, Texas except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 6.
SEVERABILITY

It is hereby declared to be the intention of the City Council of the City of Lake Worth that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 7.
SAVINGS**

That all right and remedies of the City of Lake Worth are expressly saved as to any and all violations of the provisions of any Ordinances affecting the development of land, which have accrued at the time of the effective date of the Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinance, same shall not be affected by the Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 8.
ENGROSS AND ENROLL**

That the City Secretary of the City of Lake Worth is hereby directed to engross and enroll this Ordinance by coping the exact caption and effective date in the minutes of the City Council of the City of Lake Worth and by filing this Ordinance in the Ordinance records of the City.

**SECTION 9.
EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED this 10th day of December 2019.

CITY OF LAKE WORTH

By: _____
Walter Bowen, Mayor

ATTEST:

Monica Solko, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney

EXHIBIT A

**BROADVIEW WEST
ZONING DISTRICT CHANGE
LEGAL DESCRIPTIONS**

**EXHIBIT B
ZONING MAP**

**ROBERTS CUT OFF ROAD, GRAHAM STREET, YEARY STREET, COWDEN STREET
ZONING DISTRICT CHANGE
EXHIBIT "A"**

PROPERTY ADDRESS	BLOCK/ABSTRACT	LOT/TRACT	SUBDIVISION/SURVEY
3020 Roberts Cut Off Road	C	E	Sansom Park Addition
3020 Roberts Cut Off Road	C	9A, 10 & 11	Sansom Park Addition
3020 Roberts Cut Off Road	C	9B	Sansom Park Addition
3024 Roberts Cut Off Road	C	A & 12	Sansom Park Addition
3025 Roberts Cut Off Road	1	5R1	Lakeview Square Addition
3032 Roberts Cut Off Road	C	14	Sansom Park Addition
3100 Roberts Cut Off Road	C	16 & 17	Sansom Park Addition
3109 Roberts Cut Off Road	6	South 1/2 A	Broadview West Addition
3113 Roberts Cut Off Road	6	North 1/2 A	Broadview West Addition
3116 Roberts Cut Off Road	C	18	Sansom Park Addition
3200 Roberts Cut Off Road	C	19 & 20	Sansom Park Addition
3204 Roberts Cut Off Road	C	21 & 22	Sansom Park Addition
3300 Roberts Cut Off Road	C	30	Sansom Park Addition
3301 Roberts Cut Off Road	5	South 1/2 B	Broadview West Addition
3305 Roberts Cut Off Road	5	North 1/2 B	Broadview West Addition
3306 Roberts Cut Off Road	C	31, 32 & 33	Sansom Park Addition
3307 Roberts Cut Off Road	5	South 1/2 A	Broadview West Addition
3309 Roberts Cut Off Road	5	North 1/2 A	Broadview West Addition
3316 Roberts Cut Off Road	1786	2A & 2B	J C Donalson Survey
3316 Roberts Cut Off Road	1786	2M	J C Donalson Survey
3317 Roberts Cut Off Road	2	South 1/2 B	Broadview West Addition
3319 Roberts Cut Off Road	2	North 1/2 B	Broadview West Addition
3321 Roberts Cut Off Road	2	South 1/2 A	Broadview West Addition
3323 Roberts Cut Off Road	2	North 1/2 A	Broadview West Addition

**ROBERTS CUT OFF ROAD, GRAHAM STREET, YEARY STREET, COWDEN STREET
ZONING DISTRICT CHANGE
EXHIBIT "A"**

PROPERTY ADDRESS	BLOCK/ABSTRACT	LOT/TRACT	SUBDIVISION/SURVEY
3401 Roberts Cut Off Road	1	South 1/2 A	Broadview West Addition
3403 Roberts Cut Off Road	1	North 1/2 A	Broadview West Addition
3412 Roberts Cut Off Road	1786	2E	J C Donalson Survey
3416 Roberts Cut Off Road	1786	2G	J C Donalson Survey
3420 Roberts Cut Off Road	1786	2N	J C Donalson Survey
3500 Roberts Cut Off Road	1786	2H	J C Donalson Survey
3504 Roberts Cut Off Road	1786	2S	J C Donalson Survey
3508 Roberts Cut Off Road	1786	2R	J C Donalson Survey
3510 Roberts Cut Off Road	1786	2Q	J C Donalson Survey
3514 Roberts Cut Off Road	1786	2C & 2L	J C Donalson Survey
3600 Roberts Cut Off Road	4	1	Bridgeman Addition
3604 Roberts Cut Off Road	4	2	Bridgeman Addition
3605 Roberts Cut Off Road	1	1	Circle A Addition
3608 Roberts Cut Off Road	4	3	Bridgeman Addition
3612 Roberts Cut Off Road	4	4	Bridgeman Addition
3616 Roberts Cut Off Road	4	5	Bridgeman Addition
3620 Roberts Cut Off Road	2	1R	Circle A Addition
6004 Graham Street	1	1	Broadview West Addition
6005 Graham Street	2	1	Broadview West Addition
6009 Graham Street	2	2	Broadview West Addition
6012 Graham Street	1	2	Broadview West Addition
6013 Graham Street	2	3	Broadview West Addition
6014 Graham Street	1	3	Broadview West Addition
6017 Graham Street	2	4	Broadview West Addition
6018 Graham Street	1	4R	Broadview West Addition
6021 Graham Street	2	5	Broadview West Addition
6025 Graham Street	2	6	Broadview West Addition

ROBERTS CUT OFF ROAD, GRAHAM STREET, YEARY STREET, COWDEN STREET
ZONING DISTRICT CHANGE
EXHIBIT "A"

PROPERTY ADDRESS	BLOCK/ABSTRACT	LOT/TRACT	SUBDIVISION/SURVEY
6028 Graham Street	1	7	Broadview West Addition
6029 Graham Street	2	7	Broadview West Addition
6032 Graham Street	1	8	Broadview West Addition
6033 Graham Street	2	8	Broadview West Addition
6036 Graham Street	1	9	Broadview West Addition
6037 Graham Street	2	9	Broadview West Addition
6040 Graham Street	1	10	Broadview West Addition
6041 Graham Street	2	10	Broadview West Addition
6044 Graham Street	1	11	Broadview West Addition
6100 Graham Street	1	12	Broadview West Addition
6101 Graham Street	3	1	Broadview West Addition
6104 Graham Street	1	13	Broadview West Addition
6105 Graham Street	3	2	Broadview West Addition
6108 Graham Street	1	14	Broadview West Addition
6109 Graham Street	3	3	Broadview West Addition
6112 Graham Street	1	15	Broadview West Addition
6113 Graham Street	3	4	Broadview West Addition
6116 Graham Street	1	16	Broadview West Addition
6117 Graham Street	3	5	Broadview West Addition
6004 Yearly Street	2	20	Broadview West Addition
6005 Yearly Street	5	1	Broadview West Addition
6008 Yearly Street	2	19	Broadview West Addition
6009 Yearly Street	5	2	Broadview West Addition
6012 Yearly Street	2	18	Broadview West Addition
6013 Yearly Street	5	3	Broadview West Addition
6016 Yearly Street	2	17	Broadview West Addition
6017 Yearly Street	5	4	Broadview West Addition

ROBERTS CUT OFF ROAD, GRAHAM STREET, YEARY STREET, COWDEN STREET**ZONING DISTRICT CHANGE****EXHIBIT "A"**

PROPERTY ADDRESS	BLOCK/ABSTRACT	LOT/TRACT	SUBDIVISION/SURVEY
6020 Yearly Street	2	16	Broadview West Addition
6021 Yearly Street	5	5	Broadview West Addition
6024 Yearly Street	2	15	Broadview West Addition
6025 Yearly Street	5	6	Broadview West Addition
6028 Yearly Street	2	14	Broadview West Addition
6029 Yearly Street	5	7	Broadview West Addition
6032 Yearly Street	2	13	Broadview West Addition
6033 Yearly Street	5	8	Broadview West Addition
6036 Yearly Street	2	12	Broadview West Addition
6037 Yearly Street	5	9	Broadview West Addition
6040 Yearly Street	2	11	Broadview West Addition
6041 Yearly Street	5	10	Broadview West Addition
6100 Yearly Street	3	12	Broadview West Addition
6104 Yearly Street	3	11	Broadview West Addition
6108 Yearly Street	3	10	Broadview West Addition
6112 Yearly Street	3	9	Broadview West Addition
6004 Cowden Street	5	20	Broadview West Addition
6005 Cowden Street	6	1	Broadview West Addition
6008 Cowden Street	5	19	Broadview West Addition
6009 Cowden Street	6	2	Broadview West Addition
6012 Cowden Street	5	18	Broadview West Addition
6013 Cowden Street	6	3	Broadview West Addition
6017 Cowden Street	5	17	Broadview West Addition
6020 Cowden Street	5	16	Broadview West Addition
6024 Cowden Street	5	15	Broadview West Addition
6028 Cowden Street	5	14	Broadview West Addition
6032 Cowden Street	5	13	Broadview West Addition
6036 Cowden Street	5	12	Broadview West Addition
6040 Cowden Street	5	11	Broadview West Addition

Marine Creek
Reservoir

CLARENCE

CLARENCE

CLARENCE

199

Lake Worth

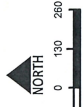
City of Lake Worth Proposed Zoning Map June 2019

LEGEND

- Lake Worth
- Accidental Potential Zones

Zoning

- Mixed Use Planned Development MU-PD
- Single Family Residential
- Commercial
- Industrial
- Manufactured Housing
- Mixed Planned Development
- Planned Multi-Family
- Planned Commercial
- Planned Industrial





3805 Adam Grubb
Lake Worth, TX 76135-3509
Phone: 817-237-1211
Fax: 817-237-1333

October 28, 2019

Property Owner

Broadview West Addition

Lake Worth, Texas 76135

RE: ZONING OF THE ROBERTS CUT OFF AREA FROM SINGLE FAMILY RESIDENTIAL (SF1) AND PLANNED COMMERCIAL (PC) TO MIXED USE PLANNED DEVELOPMENT (MU-PD).

Dear Property Owner,

The City of Lake Worth is initiating a zoning change over the residential and commercial areas of the Roberts-Cut Off community, located north of Hwy 199, west of the city limit line, south of Azle Avenue and east of I-820, from Single Family Residential (SF1) and Planned Commercial (PC) to Mixed Use Planned Development (MU-PD). This letter is intended to help you better understand the city's zoning process.

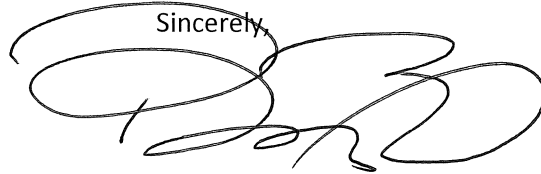
The City is in the process of rezoning approximately 10% of the City's current zoning districts to replace older zoning districts with new Comprehensive Zoning Districts. City staff, along with their consultant, developed draft regulations and associated maps containing recommended changes that were presented to the Lake Worth Planning and Zoning Commission and the City Council for review in June of 2019. Changes provided by the boards at the joint meeting were provided for on the proposed map and draft regulations and were presented to the public at a town forum held in August 2019. The below listed meetings will be the final opportunity for the public to comment on the rezoning before the City Council takes action.

Please note no action is required by the property owners when receiving this notice. The proposed zoning change will be considered by the Planning and Zoning Commission at a Public Hearing scheduled for **Tuesday, November 19th at 6:30 p.m.** in the Council Chambers of the Lake Worth City Hall, located at 3805 Adam Grubb Road. The City Council will consider the rezoning at a Public Hearing scheduled for **Tuesday, December 10th at 6:30 p.m.** in the Council Chambers of the Lake Worth City Hall, located at 3805 Adam Grubb Road. The purpose of these Public Hearings is to receive and consider comments related to the proposed amendments to the City's Zoning Ordinance and Map. The public may also submit written comments to the Planning and Zoning Administrator prior to the meeting dates listed above.

Visit us at lakeworthtx.org

If you have questions or would like to state an opinion regarding this rezoning please contact staff by phone, e-mail or attend the public meetings listed above. Should you have questions you can reach Suzanne Meason, Planning and Zoning Administrator via e-mail, smeason@lakeworthtx.org or by phone at 817.237.1211 Ext 111. Additional information about the city's Zoning and Subdivision efforts can also be accessed via our website at www.lakeworthtx.org.

Sincerely,

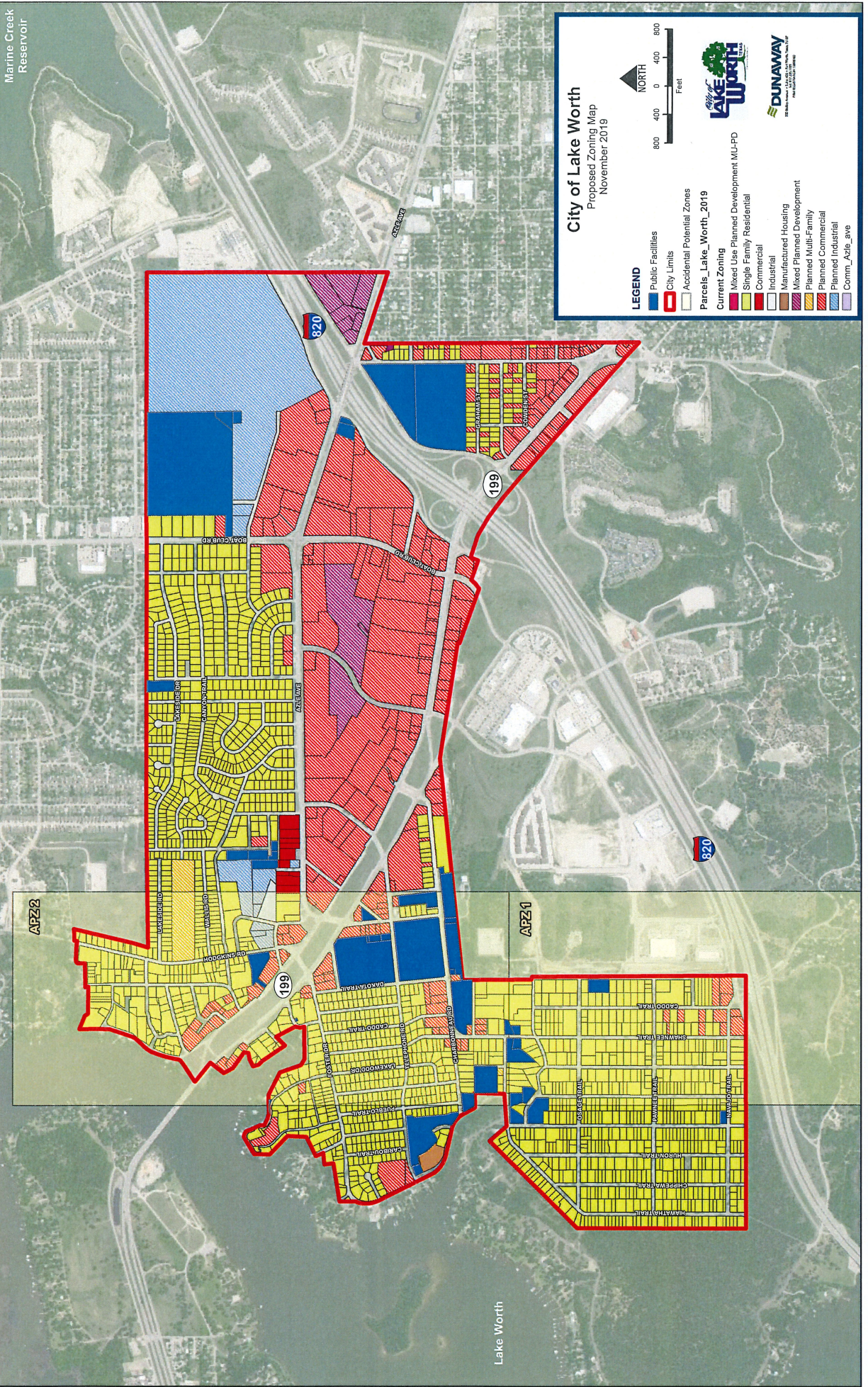
A handwritten signature in dark ink, appearing to be 'Barry Barber', written in a cursive style.

Barry Barber
Director of Building Development

Enclosures:

- City of Lake Worth Proposed Zoning Map – Roberts Cut Off
- Notice of Public Hearing, P&Z and CC
- Comprehensive Land Use Plan Map – Adopted April 2018

Marine Creek
Reservoir



CITY OF LAKE WORTH
NOTICE OF PUBLIC HEARING
PLANNING AND ZONING COMMISSION
AND CITY COUNCIL

ZONING DISTRICT AND USE CLASSIFICATION CHANGE REQUEST
PLANNING & ZONING CASE #PZ-2019-31

The Planning and Zoning Commission of the City of Lake Worth, Texas, will conduct the first of two public hearings at 6:30 p.m. on Tuesday, November 19, 2019, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider an Ordinance changing the zoning district and use classifications from Single Family Residential (SF1) and Planned Commercial (PC) to Mixed Use Planned Development (MU-PD) zoning district and use classification on approximately seventy-one (71) acres of land, more commonly known as the area located north of Highway 199, West of the City Limit Line, South of Azle Avenue, and East of Interstate 820; by amending the Official Zoning Map to reflect such change. The City Council will conduct a second Public Hearing at 6:30 p.m. on Tuesday, December 10, 2019, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider an Ordinance changing the zoning district and use classifications from Single Family Residential (SF1) and Planned Commercial (PC) to Mixed Use Planned Development (MU-PD) zoning district and use classification on approximately seventy-one (71) acres of land, more commonly known as the area located north of Highway 199, West of the City Limit Line, South of Azle Avenue, and East of Interstate 820. All interested parties are encouraged to attend.



Building Development Services
Planning & Zoning Department
3805 Adam Grubb
Lake Worth, Texas 76135
817-255-7922 or smeason@lakeworthtx.org



PUBLIC COMMENT FORM

Please type or fill in information requested below if you would like to have your support and/or opposition of this item made part of the public record for the case. *(Phone numbers and emails will be redacted for privacy.)*

☒ I am **FOR** the proposed rezoning as explained on the attached public notice for Case #PZ-2019-31 (Broadview West Addition Rezoning).

☐ I am **AGAINST** the proposed rezoning as explained on the attached public notice for Case #PZ-2019-31 (Broadview West Addition Rezoning).

Property Owner Name: _____
(Please print)

Mailing Address: 6025 YEAPY LAKE WORTH TEXAS 76135

Phone: 817-2379526 Email: laryarborough43@sbcglobal.net

Signature: Lee Roy Yarbrough Date: 11-9-19

Property Address(s) (within 200' of subject property): _____

COMMENTS:

PUBLIC COMMENT FORMS MAY BE TURNED IN AT ANYTIME UP TO AND INCLUDING THE PUBLIC HEARING, HOWEVER ONLY FORMS TURNED IN BY AGENDA PACKET PREPARATION WILL MAKE IT INTO THE PACKET.



Building Development Services
Planning & Zoning Department
3805 Adam Grubb
Lake Worth, Texas 76135
817-255-7922 or smeason@lakeworthtx.org

RECEIVED
(DATE STAMP)

NOV 12 2019

RECEIVED

PUBLIC COMMENT FORM

Please type or fill in information requested below if you would like to have your support and/or opposition of this item made part of the public record for the case. *(Phone numbers and emails will be redacted for privacy.)*



I am **FOR** the proposed rezoning as explained on the attached public notice for Case #PZ-2019-31 (Broadview West Addition Rezoning).



I am **AGAINST** the proposed rezoning as explained on the attached public notice for Case #PZ-2019-31 (Broadview West Addition Rezoning).

Property Owner Name: SANDRA BUSH
(Please print)

Mailing Address: 6012 YEARY ST LAKE WORTH TEX

Phone: 817-237-5042 Email: _____

Signature: Sandra Bush Date: Nov 12, 19

Property Address(s) (within 200' of subject property): _____

6012 yeary st Lake Worth Tex
76135

COMMENTS:

PUBLIC COMMENT FORMS MAY BE TURNED IN AT ANYTIME UP TO AND INCLUDING THE PUBLIC HEARING, HOWEVER ONLY FORMS TURNED IN BY AGENDA PACKET PREPARATION WILL MAKE IT INTO THE PACKET.



Building Development Services
Planning & Zoning Department
3805 Adam Grubb
Lake Worth, Texas 76135
817-255-7922 or smeason@lakeworthtx.org



PUBLIC COMMENT FORM

Please type or fill in information requested below if you would like to have your support and/or opposition of this item made part of the public record for the case. *(Phone numbers and emails will be redacted for privacy.)*



I am **FOR** the proposed rezoning as explained on the attached public notice for Case #PZ-2019-31 (Broadview West Addition Rezoning).



I am **AGAINST** the proposed rezoning as explained on the attached public notice for Case #PZ-2019-31 (Broadview West Addition Rezoning).

Property Owner Name: Sagnow Rental + Leasing
(Please print)

Mailing Address: 6704 Azle Ave

Phone: 817-237-8104 Email: RPM4221@AOL.com

Signature: [Signature] Date: 11-1-19

Property Address(s) (within 200' of subject property): 6113 Graham St

6116 Graham St

6117 Graham St

COMMENTS:

PUBLIC COMMENT FORMS MAY BE TURNED IN AT ANYTIME UP TO AND INCLUDING THE PUBLIC HEARING, HOWEVER ONLY FORMS TURNED IN BY AGENDA PACKET PREPARATION WILL MAKE IT INTO THE PACKET.



Building Development Services
Planning & Zoning Department
3805 Adam Grubb
Lake Worth, Texas 76135
817-255-7922 or smeason@lakeworthtx.org

RECEIVED
(DATE STAMP)
NOV 04 2019

PUBLIC COMMENT FORM

Please type or fill in information requested below if you would like to have your support and/or opposition of this item made part of the public record for the case. *(Phone numbers and emails will be redacted for privacy.)*

☒ I am **FOR** the proposed rezoning as explained on the attached public notice for Case #PZ-2019-31 (Broadview West Addition Rezoning).

☐ I am **AGAINST** the proposed rezoning as explained on the attached public notice for Case #PZ-2019-31 (Broadview West Addition Rezoning).

Property Owner Name: Theresa Riley
(Please print)

Mailing Address: 6704 Azle Ave

Phone: 817-994-2830 Email: TKparrs@yahoo.com

Signature: Theresa Riley Date: 11-1-19

Property Address(s) (within 200' of subject property): 6044 Greka St

6109 Graham St

6008 Yeary

COMMENTS:

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Building Development Services
Planning & Zoning Department
3805 Adam Grubb
Lake Worth, Texas 76135
817-255-7922 or smeason@lakeworthtx.org

RECEIVED
(DATE STAMP)
NOV 04 2019

PUBLIC COMMENT FORM

Please type or fill in information requested below if you would like to have your support and/or opposition of this item made part of the public record for the case. (Phone numbers and emails will be redacted for privacy.)



I am **FOR** the proposed rezoning as explained on the attached public notice for Case #PZ-2019-31 (Broadview West Addition Rezoning).



I am **AGAINST** the proposed rezoning as explained on the attached public notice for Case #PZ-2019-31 (Broadview West Addition Rezoning).

Property Owner Name: Frank Riley
(Please print)

Mailing Address: 6704 Azle Ave

Phone: 817-991-6979 Email: RPM4221@Aol.com

Signature: [Handwritten Signature] Date: 11-1-19

Property Address(s) (within 200' of subject property): 6040 Graham

6044 Graham

6100 Graham

6108 Graham

COMMENTS:

6112 Graham

6104 Yearly

6108 Yearly

6112 Yearly

PUBLIC COMMENT FORMS MAY BE TURNED IN AT ANYTIME UP TO AND INCLUDING THE PUBLIC HEARING, HOWEVER ONLY FORMS TURNED IN BY AGENDA PACKET PREPARATION WILL MAKE IT INTO THE PACKET.



Building Development Services
Planning & Zoning Department
3805 Adam Grubb
Lake Worth, Texas 76135
817-255-7922 or smeason@lakeworthtx.org

RECEIVED
(DATE STAMP)
RECEIVED

NOV 15 2019

PUBLIC COMMENT FORM

Please type or fill in information requested below if you would like to have your support and/or opposition of this item made part of the public record for the case. *(Phone numbers and emails will be redacted for privacy.)*

☐ I am **FOR** the proposed rezoning as explained on the attached public notice for Case #PZ-2019-31 (Broadview West Addition Rezoning).

☒ I am **AGAINST** the proposed rezoning as explained on the attached public notice for Case #PZ-2019-31 (Broadview West Addition Rezoning).

Property Owner Name: Guadalupe Delgado
(Please print)

Mailing Address: 6100 Yearly St

Phone: 817 629 8963 Email: _____

Signature: Guadalupe Delgado Date: 11/13/19

Property Address(s) (within 200' of subject property): 6100 Yearly St Lake Worth, TX
76135

COMMENTS:

PUBLIC COMMENT FORMS MAY BE TURNED IN AT ANYTIME UP TO AND INCLUDING THE PUBLIC HEARING, HOWEVER ONLY FORMS TURNED IN BY AGENDA PACKET PREPARATION WILL MAKE IT INTO THE PACKET.



BUILDING DEVELOPMENT SERVICES
PLANNING & ZONING DIVISION
3805 ADAM GRUBB, LAKE WORTH, TEXAS 76135
817-255-7922 OR SMEASON@LAKEWORTHTX.ORG

FOR OFFICE USE ONLY
Case No: PZ-2019-31
Date Submitted: 9-16-2019

APPLICATION FOR DEVELOPMENT APPROVAL

(CHECK ALL THAT APPLY)

☒ ZONING CHANGE ☐ LAND USE ☐ SITE PLAN ☐ SITE PLAN AMENDMENT

PROPERTY ADDRESS Multiple Addresses (Graham Street, Cowden Street, Yearly Street, Roberts Cut Off Road)

CURRENT LEGAL DESCRIPTION Multiple Legal Descriptions (Exhibit Attached)

CURRENT ZONING CLASSIFICATION & LAND USE SF1- Single Family Residential & PC-Planned Commercial

PROPOSED ZONING CLASSIFICATION & LAND USE MU-PD- Mixed Use Planned Development

TOTAL ACRES 71 # OF LOTS multiple

APPLICANT/DEVELOPER INFORMATION

NAME City of Lake Worth - Stacey Almond, City Manager

ADDRESS 3805 Adam Grubb CITY Lake Worth

STATE Texas ZIP 76135 EMAIL salmond@lakeworthtx.org

PHONE 817-231-1211 x 100 FAX 817-237-1333

PROPERTY OWNER INFORMATION

NAME Multiple Property Owners, Rezoning Initiated By City of Lake Worth

ADDRESS _____ CITY _____

STATE _____ ZIP _____ EMAIL _____

PHONE _____ FAX _____

SURVEYOR/ARCHITECT/ENGINEER INFORMATION

NAME N/A

ADDRESS _____ CITY _____

STATE _____ ZIP _____ EMAIL _____

PHONE _____ FAX _____

I hereby certify that I am the owner of the property described above and further certify that the information provided on this development application is true and correct. I further understand that the public hearing for this project will not be scheduled until the application fee(s) have been paid and the plans have been reviewed and accepted by City staff. IF APPLICATION IS SIGNED BY SOMEONE OTHER THAN THE OWNER, THEN AN OWNER AUTHORIZATION FORM MUST BE COMPLETED AND TURNED IN WITH APPLICATION.


SIGNATURE OF OWNER, AGENT, OR APPLICANT

9-16-19

DATE

ON BEHALF OF COLW

GENERAL INFORMATION

Civil construction plan submittals shall meet the following general sheet requirements and order:

1. Cover Sheet with Vicinity Map (Project Name, Address, Legal Description, Type of Plan(s), and Current Date shall be shown on cover)
2. Final Plat
3. Site Layout
4. Dimensional Control Plan
5. Paving Plan and Profile
6. Grading Plan
7. Drainage Area Map
8. Storm Sewer Layout
9. Storm Sewer Plan and Profile
10. Water Layout
11. Water Plan and Profile
12. Sanitary Sewer Layout
13. Sanitary Sewer Plan and Profile
14. Storm Water Pollution Prevention Plan (Erosion Control Plan)
15. Traffic Control Plan
16. Standard Construction Details

Construction plans must be 100% complete at the time of submittal. Any incomplete sets of construction plans shall be returned unreviewed.

SUBMITTAL CHECKLIST

The following items must be turned in for the subdivision plat application to be accepted and processed by this department:

- ___ DEVELOPMENT APPLICATION
- ___ OWNER AUTHORIZATION FORM (IF APPLICABLE)
- ___ APPLICATION FEE (VERIFY WITH P&Z ADMINISTRATOR)
- ___ FOUR (4) HARD COPIES OF DEVELOPMENT PLAN, CIVIL CONSTRUCTION PLANS OR SITE PLAN AMENDMENT PLAN (WHICHEVER IS APPLICABLE) (**ACCEPTED SIZE 24" x 36"**)
- ___ ELECTRONIC VERSION (.pdf) OF THE PLANS EMAILED TO SMEASON@LAKEWORTHTX.ORG

OFFICE USE ONLY

Fee: N/A _____

Date Paid: N/A _____

Receipt #: N/A _____

Ownership Verified:

☒ YES ☐ NO

Taxes Paid:

☒ YES ☐ NO

Liens Paid:

☒ YES ☐ NO

Public Hearing Newspaper Notice Deadline Date: _____

Public Hearing 200' Notification Deadline Date: _____

P&Z Commission Meeting Date: 11-19-2019 _____

City Council Meeting Date: 12-10-2019 _____

Approval Date: _____

Ordinance Number: _____

Instrument #: _____

Lake Worth City Council Meeting - December 10, 2019

Agenda Item No. D.1

FROM: Suzanne Meason, Planning and Zoning Administrator

ITEM: Discuss and consider Resolution No. 2019-25, appointing members to the Planning and Zoning Commission (**CONTINUED FROM THE NOVEMBER 12, 2019 CITY COUNCIL MEETING**).

SUMMARY:

Within the regulations of the new Zoning Ordinance, the Planning and Zoning Commission is made up of five (5) regular members and two (2) alternate members. To facilitate this change, appointments to the Planning and Zoning Commission need to be re-administered.

Below are the requirements per the Zoning Ordinance:

D. Organization

Commission members shall be appointed in accordance with the following:

1. All Commissioners will be appointed by a majority vote of the City Council.

a. It is the intent of the City Council that members shall, by reason of diversity of their individual occupation, constitute a Commission which is broadly representative of the community.

b. Members may be removed by a majority vote of the members of City Council.

c. Commission members may be appointed to succeed themselves.

2. A member of the Commission shall not serve simultaneously as a member of the Board of Adjustment.

3. The members shall serve for a period of two (2) years or until their successors are duly appointed and qualify.

4. The regular members of the Commission shall be identified by place numbers one (1) through five (5).

a. Places 1, 3, and 5 shall be appointed to serve two (2) year terms beginning on January 1 of odd numbered years.

b. Places 2 and 4 shall be appointed to serve for two (2) year terms beginning on January 1 of even numbered years.

5. Vacancies shall be filled for the unexpired terms, as follows:

a. Newly appointed members shall serve at the first regular Commission meeting after their appointment.

b. Any member of the Commission who misses three (3) consecutive meetings without Commission Chair approval shall be deemed to have vacated his Commission membership.

i. The City Council, upon receiving certification of three (3) consecutive absences from the Commission Chair, shall fill the vacancy for the expired term.

ii. Six (6) disapproved absences in any twelve (12) month period shall be deemed as grounds for removal from said Commission by the City Council.

iii. The Commission shall enter into its minutes a statement either approving or disapproving a given members' absence.

6. The Commission shall elect a chairperson and a vice-chairperson from among its members.

7. The Commission shall meet regularly and shall designate the time and place of its meetings.

8. The members of the Commission shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties.

9. The Commission shall keep a record of its proceedings consistent with the provisions of this article and the requirements of law.

The following are current members of the Planning and Zoning Commission:

Planning & Zoning Commission		Term Expires
Don Riley		10/2021
Sherrie Watkins*	Kubala	10/2020
Jeanie Turley		10/2021
Patty Biggers		10/2020
Troy Jones		10/2021
Diane Smith		10/2020
Coy Pennington**		10/2021

* Current Chair

** Current Vice Chair

Council asked staff at the November 12, 2019 to provide some additional information to them regarding attendance for the current members. Attached you will find attendance records for the current members for the last two years.

The applications for each member that had been received by packet preparation date have been attached for your review.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Applicant Applications
Planning & Zoning Commission Attendance Report
Resolution No. 2019-25

RECOMMENDED MOTION OR ACTION:

Move to approve Resolution No. 2019-25, appointing members to the Planning and Zoning Commission.



BOARD/COMMISSION CANDIDATE APPLICATION

Name: <u>Col Pennington</u>	
Home Address: <u>3608 Roberts Ct OFF</u>	
Spouse's Name: <u>JACKIE</u>	
Home Phone: <u>817-925-3502</u>	Cell Phone: <u>817-925-3502</u>
Resident since:	E-Mail:
Employer: <u>CITY OF FORT WORTH</u> Years: <u>23</u>	
Occupation: <u>PLUMBING INSPECTOR</u>	E-Mail:
Previous	Street Address <u>1000 Throckmorton St 2009 Broadview</u>
Residence	City <u>FORT WORTH</u> State <u>TEXAS</u> Zip <u>76114</u>

**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.

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

TO HELP AND PROTECT CITIZENS & CITY



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?

RETIRED

Areas of Interest: _____

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

Cay Poynter
Applicant Signature

11-19-19
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

11-19-19

Term Expiring _____

Received by

SMason

Appointed to Place _____



BOARD/COMMISSION CANDIDATE APPLICATION

Name: <u>Diane Smith</u>			
Home Address: <u>4328 Woodlake Dr.</u>			
Spouse's Name: <u>Tim Smith</u>			
Home Phone: <u>817-238-8618</u>		Cell Phone: <u>*817-980-6951*</u>	
Resident since: <u>1994</u>		E-Mail: <u>djcandlec@aol.com</u>	
Employer: <u>Retired</u>		Years:	
Occupation: <u>N/A</u>		E-Mail:	
Previous	Street Address		
Residence	City	State	Zip

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

☐ Animal Shelter Advisory Committee

☐ Board of Adjustment

☒ Planning & Zoning Commission

☐ Other

Previous and current volunteer/community service:

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

Additional information may be attached.

Lake Worth Regional Coordinating Comm. Hec
Officer Northwest Helping Hands

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

Love the City and like to pay my services forward



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?

Retired - Nurse

Areas of Interest:

Gardening, following my Grandsons in all their activities

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

[Signature]

Applicant Signature

11-19-2019

Date

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

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For City Secretary's Use Only

Date Appointed _____

Date application received

11.19.19

Term Expiring _____

Received by

S Meason

Appointed to Place _____



BOARD/COMMISSION CANDIDATE APPLICATION

Name: <i>Troy Jones</i>	
Home Address: <i>7004 Hprache</i>	
Spouse's Name: <i>Betty</i>	
Home Phone: <i>817-437-3797</i> Cell Phone: <i>817 925-7584</i>	
Resident since: <i>1965</i> E-Mail: <i>None</i>	
Employer: <i>Resource Connection</i> Years: <i>19</i>	
Occupation: <i>Trucker</i> E-Mail:	
Previous	Street Address
Residence	City State Zip

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

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

Previous and current volunteer/community service:

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

Presently on Police Board

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

*Attempt to better the town of Lake Worth
Hopefully make Decisions to better all of us*



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?

Varied - Mechanical

Areas of Interest:

Livestock

What else would you like to tell us about yourself?

IT HAS BEEN my Pleasure
to serve this Board


Applicant Signature

11-19-19
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

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For City Secretary's Use Only

Date Appointed _____

Date application received

11-19-19
S. Meason

Term Expiring _____

Received by

Appointed to Place _____



BOARD/COMMISSION CANDIDATE APPLICATION

Name: <u>DON RILEY</u>	
Home Address: <u>6220 LONGHORN TRAIL</u>	
Spouse's Name: <u>SARA</u>	
Home Phone: <u>817-237-2878</u>	Cell Phone: <u>817-689-9588</u>
Resident since:	E-Mail: <u>DRILEY46@SBCGLOBAL.NET</u>
Employer: <u>RETIRED</u> Years: <u>26 YEARS</u>	
Occupation: <u>COURT REPORTER</u> E-Mail:	
Previous	Street Address <u>4109 ARROYO TRAIL</u>
Residence	City <u>LAKE WORTH</u> State <u>TEX</u> Zip <u>76135</u>

**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 SCHOOL BOARD, PRESIDENT; LAKE WORTH YOUTH ASSOCIATION, MEMBER;
FORT WORTH PD, RESERVE OFFICER; TEXAS COURT REPORTERS ASSOC CERTIFICATION
BOARD, MEMBER

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

TO HELP LAKE WORTH CONTINUE TO BE AN OUTSTANDING COMMUNITY



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?

40 YEARS EXPERIENCE AS A COURT REPORTER,
FREELANCE AND OFFICIAL REPORTER

Areas of Interest:

FISHING, JEEPS

What else would you like to tell us about yourself?

I HAVE A LIFETIME OF LIFE
EXPERIENCES, AN ABILITY TO WORK
WITH OTHERS, I HAVE SERVED ON THE BOARD
OF ADJUSTMENTS AND PEZ COMMISSION AND
WOULD LIKE TO CONTINUE ON PEZ COMMISSION

Don Rieux

Applicant Signature

11-19-19

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

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For City Secretary's Use Only

Date Appointed _____

Date application received

Term Expiring _____

Received by

S. Measa

Appointed to Place _____



BOARD/COMMISSION CANDIDATE APPLICATION

Name: Jeannie Turley	
Home Address: 4233 Grand Lake Dr, Lake Worth, TX 76135	
Spouse's Name: Bruce Turley	
Home Phone: —	Cell Phone: 817-793-3006
Resident since: 12 - 1998	E-Mail: JeannieTurley57@gmail.com
Employer: Century 21 Judge Fite	Years: 16
Occupation: Realtor	E-Mail: JeannieTurley@JudgeFite.com
Previous Residence	Street Address
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.

One Planning + Zoning Board
NWTC Board + Director

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



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: IF purchasing any property I could be the Realtor

What is your occupational experience?

Realtor 16 years

Areas of Interest:

What else would you like to tell us about yourself?

Joanne Turley
Applicant Signature

12-3-19
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

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For City Secretary's Use Only

Date Appointed _____

Date application received

12.3.19

Term Expiring _____

Received by

S Meason

Appointed to Place _____

PLANNING ZONING COMMISSION ATTENDANCE REPORT
OCTOBER 2017 - SEPTEMBER 2019

DATES	Place 1 Don Riley	Place 2 Sherrie Kubala- Watkins	Place 3 Jeannie Turley	Place 4 Patty Biggers	Place 5 Troy Jones	Place 6 Diane Smith	Place 7 Coy Pennington	Meeting Start Time	Meeting End Time	Mtg Length (hours)	Total Volunteer Hours
10/17/17	1	1	1	1	1	1	N/A	6:30 PM	6:58 PM	0:28	2:48
*11/21/2017							N/A			0:00	0:00
12/19/17	1	1	1	1	1	1	N/A	6:30 PM	6:47 PM	0:17	1:42
1/16/18	1	1	1	1	0	1	N/A	6:30 PM	7:35 PM	1:05	5:25
*2/20/2018							N/A			0:00	0:00
3/20/18	1	1	1	0	1	1	N/A	6:30 PM	7:06 PM	0:36	3:00
4/17/18	1	1	1	1	1	1	N/A	6:33 PM	7:14 PM	0:41	4:06
*5/15/2018							N/A			0:00	0:00
6/19/18	1	0	1	1	1	1	N/A	6:30 PM	6:38 PM	0:08	0:40
7/17/18	1	1	0	1	1	1	N/A	6:30 PM	6:47 PM	0:17	1:25
8/21/18	0	1	1	1	1	1	1	6:30 PM	6:54 PM	0:24	2:24
9/18/18	1	1	1	1	1	1	1	6:32 PM	6:39 PM	0:07	0:49
10/16/18	1	1	1	1	1	0	1	6:30 PM	6:38 PM	0:08	0:48
*11/20/2018										0:00	0:00
*12/18/2018										0:00	0:00
*1/15/2019										0:00	0:00
2/19/19	1	1	1	1	1	1	1	6:30 PM	6:43 PM	0:13	1:31
3/19/19	1	1	1	1	1	1	1	6:30 PM	6:48 PM	0:18	2:06
*4/16/2019										0:00	0:00
5/21/19	1	1	1	1	1	0	1	6:30 PM	7:35 PM	1:05	6:30
6/18/19	1	1	1	1	1	0	0	6:30 PM	6:37 PM	0:07	0:35
7/16/19	1	1	0	0	1	1	0	6:30 PM	6:35 PM	0:05	0:20
8/20/19	1	1	0	0	0	1	1	6:30 PM	7:21 PM	0:51	3:24
9/17/19	1	1	1	1	1	1	1	6:30 PM	6:43 PM	0:13	1:31
Mtgs attended	16	16	14	14	15	14	8				
% Attended	94%	94%	82%	82%	88%	82%	80%			Total Mtg Hrs	Total Vol. Hrs
17	Meetings for October 2017-September 2019									7:03:00	39:04:00

* - No Meeting that month
N/A - Was not appointed to Commission yet
1 - Attended Meeting
0 - Absent

RESOLUTION NO. 2019-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH; APPOINTING MEMBERS TO THE PLANNING AND ZONING COMMISSION WITHIN THE REGULATIONS OF THE NEW ZONING ORDINANCE; 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, new annual appointment terms begin on January 1st and consist of Places 1, 3, 5 and alternate Place 7 being appointed in odd-numbered years and Places 2, 4 and alternate Place 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.

Position	Commission Member	Term Expiring
Place 1		December 31, 2021
Place 2		December 31, 2022
Place 3		December 31, 2021
Place 4		December 31, 2022
Place 5		December 31, 2021
Place 6, Alternate		December 31, 2022
Place 7, Alternate		December 31, 2021

PASSED AND APPROVED this the 10th day of December, 2019

CITY OF LAKE WORTH

By: _____
Walter Bowen, Mayor

ATTEST:

Monica Solko, City Secretary

Lake Worth City Council Meeting - December 10, 2019

Agenda Item No. F.1

FROM: Stacey Almond, City Manager

ITEM: Discuss and consider approval of a waiver to allow for Common Representation with Taylor, Olson, Adkins, Sralla, & Elam (TOASE) to negotiate an Interlocal Agreement for Fire Services between the City of Lake Worth and the City of River Oaks.

SUMMARY:

The City of Lake Worth sent official notice to the City of River Oaks and the City of Sansom Park advising them of our intent to renegotiate the terms of our Interlocal Agreement for Fire Services (see attached). Staff has completed the new Interlocal Agreement and desire to have our City Attorney, Drew Larkin, review the agreement for completeness and providing advice concerning the proposal.

Mr. Larkin's firm represents both Lake Worth and River Oaks, therefore a Conflict of Interest Waiver must be approved by the City Council of both entities. Allowing TOASE to assist both cities poses little risk to Lake Worth and can be undertaken impartially.

With respect to client confidences, TOASE would still be obligated to maintain any confidences given to them by Lake Worth. However, attorney - client privilege does not extend to commonly-represented clients.

Staff and TOASE do not view the cities' relationship or discussion over this matter as antagonistic or unfriendly, nor do we foresee the negotiations becoming contentious.

If Council desires not to approve the waiver for the Interlocal Agreement for Fire Services Lake Worth would need to seek counsel, other than TOASE, for this particular negotiation.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Waiver - Fire Services ILA w/ TOASE
Agreement Termination - River Oaks

RECOMMENDED MOTION OR ACTION:

Move to approve a waiver to allow for Common Representation with Taylor, Olson, Adkins, Sralla, & Elam (TOASE) to negotiate an Interlocal Agreement for Fire Services between the City of Lake Worth and the City of River Oaks.

6000 WESTERN PLACE, SUITE 200
I-30 AT BRYANT IRVIN ROAD
FORT WORTH, TEXAS 76107
EMAIL: TOASE@TOASE.COM

DREW LARKIN
dlarkin@toase.com



TAYLOR•OLSON•ADKINS•SRALLA•ELAM
L.L.P.
ATTORNEYS & COUNSELORS

TELEPHONE: (817) 332-2580
TOLL FREE: (800) 318-3400
FACSIMILE: (817) 332-4740
WEBSITE: WWW.TOASE.COM

December 4, 2019

Via Email

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

Re: Interlocal Agreement for Fire Services Between Lake Worth and River Oaks;
Waiver of Potential Conflicts of Interest

Dear Stacey:

We have been advised that the cities of Lake Worth and River Oaks are contemplating entering into an interlocal agreement to establish a partnership for the provision of automatic or mutual aid response for fire services.

As you know, our firm is retained as city attorney for both cities and has been asked to review an agreement pertaining to this partnership and the provision of fire services, provide advice concerning the agreement, and perhaps even help negotiate the agreement. Before doing so, however, we are seeking written and signed consent from both cities for the common representation on this particular matter. This letter is intended to bring potential issues to your attention in order for you to fully evaluate whether to utilize TOASE for this project.

Although there are rules that prohibit lawyers from representing adverse parties in litigation,¹ giving mutual advice to both clients about the contemplated agreement will not violate these rules. Litigation is neither threatened nor imminent. As between Lake Worth and River Oaks, we are aware of no present legal dispute. The proposed agreement is contemplated to allocate resources in a practical manner.

Although in any agreement, each city's interests are potentially adverse to the other (for example, in the event one party fails to carry out its obligations, the other party would possibly be harmed; or in the event an accident occurs during the performance of the fire services, there could be questions of liability), I do not believe this firm's representation of Lake Worth will be materially affected.²

¹ TEX. DISCIPLINARY R. PROF'L CONDUCT 1.06(a), *reprinted in* TEX. GOV'T CODE ANN., tit. 2, subtit. G app. A (Vernon Supp. 2006) (TEX. STATE BAR R. art. X, § 9).

² *Id.* 1.06(b)(1), (c)(1).

Also, the rules of professional conduct specifically allow a lawyer to act as an intermediary between clients if:

- (1) the lawyer obtains written consent from each of the clients after consultation about the implications, risks, advantages and waivers of attorney-client privilege;
- (2) the lawyer reasonably believes that the matter can be resolved without contested litigation; and
- (3) the lawyer reasonably believes the common representation can be undertaken impartially and without improper effect on responsibilities to the other clients.³

First, I believe assisting both cities will pose little risk for Lake Worth and this representation can be undertaken impartially with respect to Lake Worth. With respect to client confidences, we would still be obligated to maintain any confidences given to us by Lake Worth. However, attorney-client privilege does not extend to commonly-represented clients. In the event of future litigation, any communications with our firm concerning this matter would not be privileged as to River Oaks. Concerning the benefits of common representation, they are obvious—the cities will share legal expenses and will be able to utilize attorneys you are familiar and comfortable with. Moreover, I do not view the cities' relationship or discussion thus far over this matter as antagonistic or unfriendly, nor do I foresee the negotiations becoming contentious. It is anticipated that this agreement can likely be negotiated without resorting to litigation.

Please understand that acting as an intermediary prohibits our firm from being partial to either city. While a lawyer normally acts as a partisan and advocate for a single client in a matter, acting as an intermediary requires a lawyer to not favor one client over the other. I believe that the danger of any such partiality here is greatly reduced in this matter given that our firm is retained as general counsel for each city and, as a result, does comparable amount of legal work for both cities. In other words, there is not one client for which we handle infrequent matters and one client for whom we handle a large amount of legal work every month.

Also understand that the rules mandate that a lawyer must withdraw from being an intermediary between clients if the lawyer believes any of the conditions stated above are no longer satisfied **or if any of the clients request withdrawal**. As a result, if at any time during these negotiations either city requests that this firm withdraw, TOASE will have to stop representing both clients concerning the agreement and each city will have to hire its own legal counsel for the purpose of negotiating and drafting the agreement.

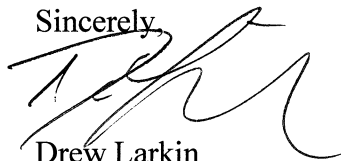
³ *Id.* 1.07(a)(1)-(3).

December 4, 2019

Page 3

Please do not hesitate to call me if you have any questions or concerns about this matter. If the City of Lake Worth consents to the common representation of Lake Worth and River Oaks for negotiating and drafting the agreement and any related documents, please sign below and return this letter to our offices. If signed, please forward a copy to me.

Sincerely,



Drew Larkin

DL/kb

Approved by the City Council of Lake Worth on _____, 2019.

CONSENT TO COMMON REPRESENTATION GRANTED:

Stacey Almond, City Manager
City of Lake Worth, Texas



LAKE WORTH FIRE

3805 Adam Grubb Drive • Lake Worth, Texas 76135 • 817 237-7461

Date: October 22, 2019

From: Michael Christenson, Fire Chief

To: Mayor Herman Earwood and City Council, City of River Oaks

Re: Agreement for Automatic Fire Protection Services - Termination Notice

Please accept this letter as official correspondence and notification related to the following:

The purpose of this letter is to provide the City of River Oaks, Texas of our intent to terminate the existing Agreement for Automatic Fire Protection Services (Rev. 03/2004). On October 7, 2019 the Lake Worth City Council took formal action to withdraw the agreement for automatic fire protection, issue 60-day termination notice, and negotiate new agreements for consideration by the City Council.

As stated within the agreement (para. 2, Scope), each city has the right to terminate this agreement upon 60 days written notice to the other cities. The City of Lake Worth, Texas has chosen to exercise this right; the existing agreement shall become null and void upon 60 calendar days following the date of this official correspondence. The City of Lake Worth shall continue to abide by the conditions of the current agreement (Rev. 03/2004) until either a revised agreement is developed and becomes mutually accepted by both municipalities or the 60-day notification expires.

Please feel free to contact me if you require anything additional related to this correspondence.

Respectfully,

Michael Christenson

Michael Christenson
Fire Chief
(817)237-7461
mchristenson@lakeworthtx.org

Lake Worth City Council Meeting - December 10, 2019

Agenda Item No. F.2

FROM: Stacey Almond, City Manager

ITEM: Discuss and receive feedback on the 2019 Bullfrog West Fest.

SUMMARY:

The City Council approved hosting this event at the May 2019 Council meeting. After approval the city had various meetings and e-mail correspondence with the NWT Lions and Chute 2 Productions in reference to the event outlined below.

In an effort to provide information and recommendations to the Council staff reached out to other local municipalities that host rodeo's with Chute 2 Productions. Staff had lengthy discussions to gain insight on the operation, cost and overall event functions with Granbury, Haslet, Springtown, and Plano. It was after these discussions that staff realized the following potential for Lake Worth:

1. Lake Worth has an excellent opportunity to host the Bull Frog West Fest event;
2. Due to the high traffic area and our centralized geographic location staff believes that the city, local community, businesses and hoteliers would benefit from increased participation on the city's behalf.

How can the city participate?

Staff has discussed the potential for the city to host the event and have developed a tentative plan for participation.

1 . Concert in the Park. COLW could contract with a Texas band to perform on the evening of October 12th (Saturday). Staff proposes one headline band with 1-2 smaller opening acts. The band would be coordinated with the Rodeo operation as to not interfere, but rather enhance the attendance and overall success of the event.

2 . Food Truck. COLW could contract with local Food Truck vendors to support the event. Traditionally, vendors will pay a fee to enter the event along with 10-15% of total sales go back to the city, plus sales tax. Staff recommends waiving the entry fee for the first year to entice vendors to our event.

3. Beer Sales. COLW would work with a local vendor to coordinate an exclusive event agreement. This would be a sponsorship along with a percentage of total sales as well.

4 . Parking. Staff recommends the city fund off-site parking. Local parking areas are all city facilities, LWISD High School and Elementary School. COLW would designate pick up and drop off locations throughout the city to assist people with transportation to the event. This is very beneficial for the following reasons:

- a. No onsite parking (except for handicap, vendors, those working the event and emergency services.);
- b. Maintains order with clearly identified parking locations; and
- c. Won't compromise the grass and areas throughout the park that were parked on in the past.

5. Advertisement. COLW would facilitate advertisement of the event. We would advertise the city sponsored events, vendors, and rodeo on all material. Promotion by the city, we believe, has an opportunity to reach further out in to the community. Proposed advertisement includes 95.9 The Ranch, print media, social media and FW weekly.

6. Sponsorship. Development of opportunities for vendors, businesses, others wishing to sponsor the Bull Frog West Fest 2019. Our local hotels would be beneficiaries of out of area guests (including the band and rodeo participants) by designating them host hotels for our event.

The estimated costs associated with this event are provided for Councils review on the attached cost estimate, which includes the following:

1. Musical Arts Entertainment (x2)
 - a. Staff is proposing an opening act and then the main performance.
2. Infrastructure
 - a. Barricades
 - b. Pota cans/wash stations
 - c. Signage for event
3. Transportation
 - a. 4 – 25 passenger buses
4. Advertising and Promotion
 - a. 95.9 The Ranch radio ads, FW Weekly, print and social media
5. Promoter Fee
6. Police/Fire/Public Works to coordinate safe operations of the event.
 - a. Fire personnel would develop an action plan through Rhodium and coordinate with the Police Department for entry and exist points. City staff would potentially call upon neighboring agencies for use of a command trailer to assist with operations.

Below is a list of meeting dates and additional information provided to the NWT Lions Club and Chute 2 Productions as planning for the event took place.

Timeline:

April 15th – Meeting with NWT Lions and Chute 2 to discuss contract and requests prior to City Council presentation;

April 26th – Internal staff meeting to discuss city hosting the BFWF event.

April 26th – Meeting with NWT Lions and Chute 2 to discuss the city hosting the BFWF event and presentation to City Council. Intention of this meeting was to gain support from staff and seek feedback for Council presentation.

April 30th and May 3rd – Phone conference to discuss entertainment and venue details with Rival Entertainment. Necessary for funding request to City Council.

May 14th – Presentation to City Council with Staff, NWT Lions, and Chute 2;

May 14th – City Council approval, as presented;

May 23rd - Phone Conference with Promoter, Rival Entertainment to discuss outcome and next steps after Council meeting;

June 13th – Site visit to LW Park with Rival Entertainment to establish location of concert venue;

June 27th – Kick off meeting to discuss BFWF 2019 details, schedule, timeline, and all details associated with event (see e-mail dated 6.19.19);

August 14th – Internal staff meeting to establish event layout discussed at June 27th meeting with NWT Lions and Chute 2. Rhodium software used to establish event details.

August 28th – E-mail sent to NWT Lions and Chute 2 with an overall event status update including flyers discussed at prior meeting and billboard design;

September 3rd – Internal meeting to discuss overall event planning in preparation for meeting with Rival;

September 5th – Internal meeting to discuss Rhodium map details with Rival;

September 6th – E-mail event update sent to NWT Lions and Chute 2 prior to in-person meeting;

September 10th – Meeting with NWT Lions and Chute 2 to discuss parking and Rhodium updates and event details;

September 27th – Meeting with NWT Lions and Chute 2 to discuss BFWF event details and points of confusion which include food truck vendors, parking, vendor lists, along with overall event final details;

October 3rd – Internal final planning meeting;

October 10th – Meeting at LW park with NWT Lions and various participants;

October 11th & 12th – 2019 BFWF Event

October 29th – BFWF after action meeting with staff, NWT Lions and Chute 2.

Lessons Learned:

1. Lesson staffing present at the event. It was unknown this year how many staff would be necessary, if we move forward, we can cut required staffing by one-half;
2. Parking only at the LWISD High School, other lots are not necessary;
3. Have a concert/entertainment later in to the evening;
4. Add small scale events to draw additional crowd;
5. Moving parking/staging area caused confusion. Leave staging in place until event is completed;
6. Food permits need to be addressed with Tarrant County at a minimum 1 week prior to the event;
7. Picnic tables (rented) for a place to sit while people are eating;
8. Golf cart rentals were extremely helpful;
9. Command post was great; no primary dispatcher necessary. Could be handled with Event channel only;
10. Re-think promo schedule (i.e. radio ads);
11. Map handouts for those wanting to attend the event;
12. Accountability check-ins/outs; and
13. Close southbound traffic on Roberts Cut Off (travel for those in the neighborhood only);

FISCAL IMPACT:

1. See attached 2019 BFWF Cost Summary

ATTACHMENTS:

2019 BFWF Cost Summary

2019 BFWF Flyer

2019 BFWF Billboard 1

2019 BFWF Billboard 2

2019 BFWF Logo

Rhodium Command Board Layout

2019 BFWF - Emails from 6.19, 8.28, and 9.6

RECOMMENDED MOTION OR ACTION:

This item is for discussion purposes only.

**CITY OF LAKE WORTH
BULLFROG WESTFEST 2019**

Total Hotel Occupancy Tax	29,922.37	(Budgeted \$30,000)
Total General Fund	<u>17,676.69</u>	(Budgeted \$15,000)
Total		47,599.06
Personnel-Exempt	4,040.00	
Personnel-Non-Exempt	<u>14,440.00</u>	
Total Personnel		18,480.00
City Vehicles & Equipment	5,636.00	
Lookheed Command Trailer	<u>775.00</u>	
Total Vehicles & Equip		<u>6,411.00</u>
Grand Total		<u><u>72,490.06</u></u>

**CITY OF LAKE WORTH
BULLFROG WESTFEST 2019**

VENDOR	DESCRIPTION	Advertising	Entertainment	Transportation	Insurance	Other
Sound Vision	Concert staging & equipment		5,500.00			
Home Depot	Materials for picture wall					58.19
Russell Feed	Hay bales					48.00
Staples	Banner	70.87				
Home Depot	No Parking sign posts					111.32
Home Depot	Miscellaneous supplies					89.94
Home Depot	Paint for picture wall					65.44
Walmart	Pumpkins					32.80
LKCM Radio Group	Radio advertising	160.00				
Amy Powell	Event promoter	3,838.92				
Joey Wilcoxson	Master of ceremonies		650.00			
A+ Porta Kans	Port-a-potties					4,500.00
Waste Connections	Dumpster					353.94
Tejas Brothers	Concert		2,500.00			
Facebook	Facebook advertising	250.00				
Facebook	Facebook advertising	250.00				
Facebook	Facebook advertising	13.05				
Facebook	Facebook advertising	190.51				
JD's Transport	Ice					700.00
Shotgun Properties	Electronic sign	400.00				
Victor Schinnerer	Event insurance				7,805.00	
Gene's Bus Charter	Bus service			2,533.80		
Paradigm Agency	Greenriver Ordinance concert		10,000.00			
GrafX Promotions	Event staff shirts	637.50				
Facebook	Facebook advertising	48.16				
Firehouse Subs	Food for staff					823.90
Rival Sign	Signage	1,289.86				
Azle News	Newspaper advertising	283.50				
LKCM Radio Group	Radio advertising	2,840.00				
Metro Golf King	Golf cart rental					500.00
Staples	Counter clickers					54.36
613 Media	Video and photography	1,000.00				
		11,272.37 (HOT)	18,650.00 (HOT)	2,533.80 (GF)	7,805.00 (GF)	7,337.89 (GF)

20 19

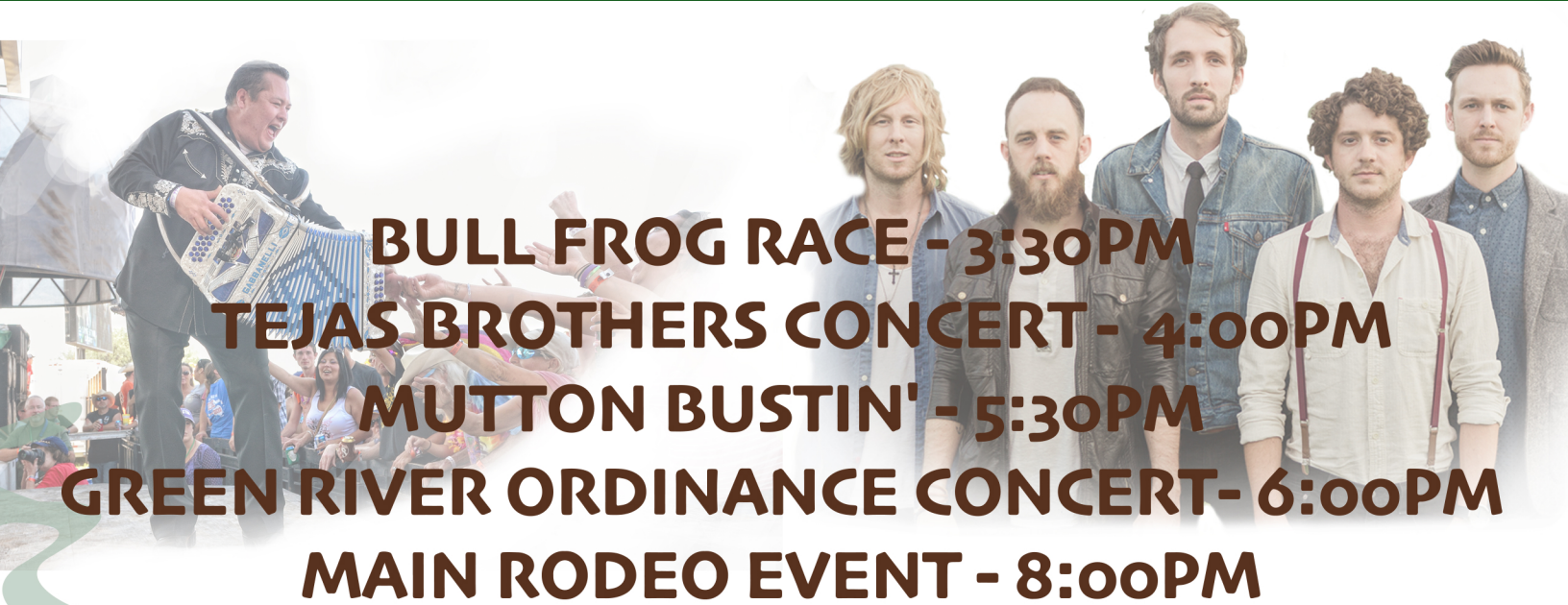


SATURDAY, OCTOBER 12TH, 2019

RODEO

CONCERT

BATTLE OF THE BULLS CARNIVAL FOOD
LIVE ENTERTAINMENT BEER



BULL FROG RACE - 3:30PM

TEJAS BROTHERS CONCERT - 4:00PM

MUTTON BUSTIN' - 5:30PM

GREEN RIVER ORDINANCE CONCERT - 6:00PM

MAIN RODEO EVENT - 8:00PM



**LAKE WORTH CITY PARK
GATES OPEN 3:00PM**



**FREE CONCERT
RODEO:**

**ADULTS: \$7 - KIDS 12 AND UNDER: \$5
KIDS UNDER 3: FREE**



GREEN RIVER ORDINANCE



**TEJAS
BROTHERS**

>>> OCT 12

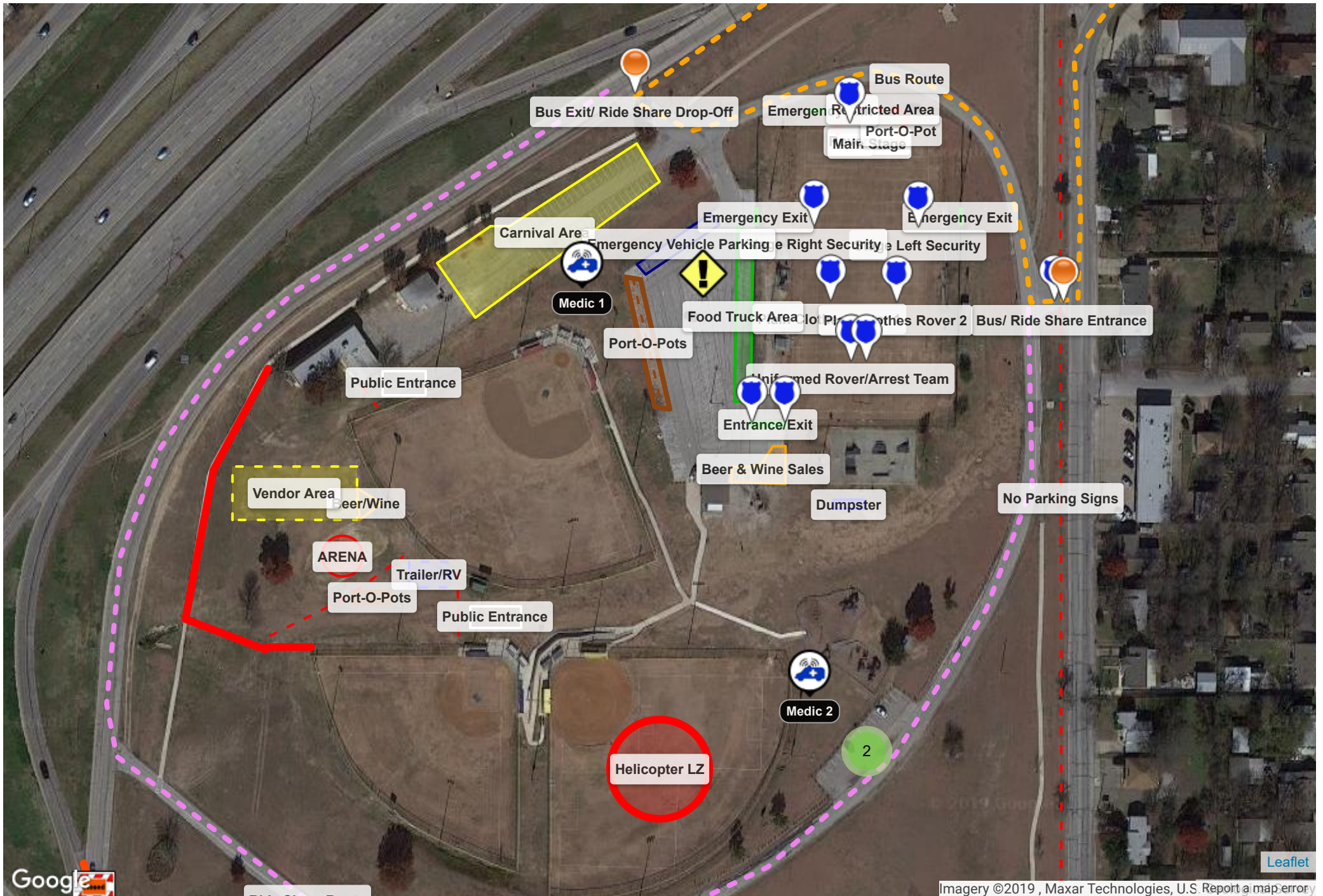
LAKE WORTH CITY PARK

>>> **OCT 11**
& 12



LAKE WORTH CITY PARK





Stacey Almond

From: Stacey Almond
Sent: Wednesday, June 19, 2019 3:25 PM
To: Renee Kolar 817-237-9755; kclark@mypbmail.com
Subject: 2019 Bull Frog West Fest

Good Afternoon,

I'd like to set up a meeting to go over our event with you. Things are starting to come together with the planning and I wanted to make sure we're all on the same page as far as show times, event details, performances, booths, etc.

Our promoter is currently working on the advertisement piece and creating our flyers, on-air promos, social media bits, and logo update.

Would you be available to meet next week? If so please let me know a good date/time for you.

Thank you!

Best...

Stacey Almond

City Manager
City of Lake Worth
3805 Adam Grubb
Lake Worth, TX 76135
Office: 817.237.1211, Ext 101
Fax: 817.237.1333
salmond@lakeworthtx.org



Stacey Almond

From: Stacey Almond
Sent: Wednesday, August 28, 2019 8:28 AM
To: Renee Kolar 817-237-9755; kclark@mypbmail.com
Cc: Monica Solko; JT Manoushagian; Mike Christenson; Ryan Arthur
Subject: Bull frog West Fest
Attachments: BFWF_324X162_Billboard_Side_2.pdf; BFWF_324X162_Billboard_Side_1.pdf; 2019 Bullfrog West Fest.pdf

All,
Just wanted to give you a quick update on the upcoming event.

1. See attached promotional flyer for distribution;
2. See attached billboard; 2 sides. (This will be run starting today through the event).
3. Porta-potties confirmed with handicap accessibility;
4. 5 food trucks confirmed:
 - a. Eat at Jax Truck – brisket and sandwiches
 - b. What's Cookin Chef – salad, sandwiches, bowls, etc.
 - c. Chili Pepper Grill – Street Tacos
 - d. Vanilla Berry – Cakes and funnel cake
 - e. Kevin – Nachos, fries, hamburgers
5. Tejas Brothers intro show;
6. Green River Ordinance, main show;
7. Parking areas and buses confirmed:
 - a. Parking at LWISD High School;
 - b. Effie Morris and Lake Worth Senior Center;
 - c. Onsite parking is for handicap, vendors and staff only.
 - d. Lake Worth will issue parking passes to all those allowed access
 - i. We'll need to get with you in the near future to issue passes.
8. Lake Worth will be getting signage in the near future along major roadways and bandit signs directing to parking areas.
9. Lake Worth will have a meeting with all parties in mid-September to make sure that we have everything ready to go.
10. Reached out to a carnival vendor; waiting on confirmation.
11. Beer and wine confirmed (w/ice provided).
12. We're doing radio promos and Fox4 interview in the coming weeks.

Please let me know if I have missed anything and we'll discuss at our upcoming meeting.

Best...

Stacey Almond

City Manager
City of Lake Worth
3805 Adam Grubb
Lake Worth, TX 76135
Office: 817.237.1211, Ext 101
Fax: 817.237.1333

Stacey Almond

From: Stacey Almond
Sent: Friday, September 6, 2019 8:10 AM
To: Renee Kolar 817-237-9755; kclark@mypbmail.com
Subject: 2019 BWF - UPDATE
Attachments: 2019 Bullfrog West Fest-page-001.jpg; Bullfrog West Fest 2019.jpg; BFWF_324X162_Billboard_Side_1_page-0001.jpg; BFWF_324X162_Billboard_Side_2_page-0001.jpg; Rhodium _ Command Board - West Fest_v3 - 2019.pdf

All,
Just wanted to give you a quick update on the upcoming event.

1. Porta-potties confirmed with handicap accessibility; **Update – We have reserved enough port-a-potties for the entire event. We're going to be moving 10 stations and one handwash station down to the rodeo area. You won't need to get any additional stations.**
2. **Update – Ice vendor secured. Will be parked with the food trucks.**
3. Will you be issuing wrist bands? People will be going back and forth from one event to the other, so I wanted to check how it was intended to facilitate that?
4. Parking areas and buses confirmed:
 - a. Parking at LWISD High School;
 - b. Effie Morris and Lake Worth Senior Center;
 - c. Onsite parking is vendors and staff only.
 - d. Lake Worth will issue parking passes to all those allowed access to the Lake Worth City Park. **Update – Need vendor count to issue parking passes. Please note no vehicles will be allowed access without these passes**
5. Reached out to a carnival vendor; waiting on confirmation. **Update – Still waiting on confirmation. Note that the carnival will not be located in the "pay" for entry area**
6. Beer and wine confirmed. **Update – 2 locations provided. One in the food truck area and one in the rodeo area.**

Rene'e and Kelly – Please see the attached layout and set-up location for Friday night and Saturdays event. I'm going to send a calendar invite for a meeting in September to make sure we have everything together.

Thank you!!

Best...

Stacey Almond

City Manager
City of Lake Worth
3805 Adam Grubb
Lake Worth, TX 76135
Office: 817.237.1211, Ext 101
Fax: 817.237.1333
salmond@lakeworthtx.org



Lake Worth City Council Meeting - December 10, 2019

Agenda Item No. F.3

FROM: Monica Solko, City Secretary

ITEM: Discuss and receive an update on the City of Lake Worth's Records Management Program.

SUMMARY:

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

Records Management Program 2019

Scanning Project

- Administration:
 - Ordinances, Resolutions, minutes, agendas, contracts and daily correspondence: imaged approximately 7,000 records.
- Building and Development:
 - Commercial Plans are complete: imaged approximately 10,500 records
- Planning and Zoning:
 - Agendas: Imaged approximately 10,000 records
- Utility Billing:
 - All daily transactions are being imaged.
 - MPF applications: imaged approximately 4,500 records
- Human Resources:
 - Active employees are complete: imaged approximately 10,100 records
 - 281 inactive employee files imaged, approximately 11,500 records
 - All new employment applications and workers compensation files are being imaged
- Police Department:
 - Arrest, Incident Reports, DWI, Offenses: imaged approximately 9,597 records

Shred Project

- Building and Development
 - Duplicate plans: approximately 50 plans or 500 pages
- Finance
 - Deposited remote captured checks: approximately 3,900 records
- Police Department
 - Backlog of records: 78 boxes logged and shredded - 9,449 cases

Transferred Records

- 13 boxes were transferred this year (previous years: 2018=76, 2017=107).

A records management program is essential for the preservation of city records. With evolving technology and increased regulations, it is important that the city follow a structured and organized system. City staff will continue to focus on the preservation of records and reduction of paper.

FISCAL IMPACT:

N/A

RECOMMENDED MOTION OR ACTION:

This item is for discussion purposes only.

Lake Worth City Council Meeting - December 10, 2019

Agenda Item No. G.1

FROM: Stacey Almond, City Manager

ITEM: Discuss and receive feedback on TxDOT - SH 199 project(s).

SUMMARY:

This item will be a standing item on the agenda to allow Council member liaison White and city staff the opportunity to update Council of the ongoing projects and details associated with the SH 199 project.

Council member White and city staff attended the following meetings to discuss the upcoming TxDOT projects in, and around, Lake Worth:

1. November 19th - Meeting with Commissioner Johnson, Judge Whitley and State Representative Geren.

- This meeting was set to show Judge Whitley and Representative Geren the animations created by Lake Worth. Discussion topics at the meeting were opposition to elevation, severe economic impact to Lake Worth, over-design, and desire for BCR and Azle Ave to be included in the proposed project.
- All in attendance agreed that we have to evaluate the entire area and the traffic together and not independent of one another.
- The general understanding is we only get one opportunity to get this project right.

2. December 9th - Meeting at Judge Whitley's office w/ State Representative Geren and members of TxDOT Fort Worth Division to discuss local issues with the SH 199 proposed project.

- At the time of publication of this agenda this meeting had not taken place. Update will be provided at the regular meeting.

FISCAL IMPACT:

N/A

RECOMMENDED MOTION OR ACTION:

This item is for discussion purposes only.

Lake Worth City Council Meeting - December 10, 2019

Agenda Item No. H.1

FROM: Mayor Walter Bowen

ITEM: Update on Tarrant County Mayor's Council by Mayor Walter Bowen

SUMMARY:

The purpose of this item is to allow the Mayor or City Council an opportunity to give an overview of the previous Tarrant County Mayor's Council meeting.

FISCAL IMPACT:

N/A

RECOMMENDED MOTION OR ACTION:

N/A