

**CITY OF LAKE WORTH**

**CITY COUNCIL MEETING AGENDA**

**3805 ADAM GRUBB  
LAKE WORTH, TEXAS 76135  
TUESDAY, DECEMBER 11, 2018**

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

Held in the City Council Chambers

**A. CALL TO ORDER**

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

**A.2 ROLL CALL**

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

A.3.1 [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. With the exception of public hearing items, at all other times during the Council meetings, the audience is not permitted to enter into discussion or debate on matters being considered by Council. Negative or disparaging remarks about City personnel will not be tolerated. Speakers are requested to sign up with the City Secretary prior to the presiding officer calling the meeting to order. Comments will be limited to three (3) minutes per speaker.

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

**B. CONSIDER APPROVAL OF CONSENT AGENDA ITEMS**

B.1 [Approve minutes of the November 13, 2018 City Council meeting.](#)

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

**C. PUBLIC HEARINGS**

No items for this category.

**D. PLANNING AND DEVELOPMENT**

No items for this category.

**E. PUBLIC WORKS**

E.1 [Discuss and consider approval of an Interlocal Agreement \(CO#129029\) with Tarrant county for FY 2018-2019 reconstruction and asphalt overlay projects and authorize the City Manager to execute same.](#)

E.2 [Discuss and consider the purchase of asphalt from Reynolds Asphalt for the FY 2018-2019 Street Maintenance Projects with Tarrant County in the amount not to exceed \\$301,024.](#)

**F. GENERAL ITEMS**

F.1 [Discuss and consider the updated 2018-2019 City of Lake Worth Organizational Chart.](#)

F.2 [Discuss and consider Resolution No. 2018-34, revising job descriptions to Community Activities Coordinator, Part-Time \(PT\) Senior Center Aide, and PT Library Aide.](#)

F.3 [Discuss and consider amending Pay Plan B – Non Exempt Employees effective December 17, 2018 to reflect staff reorganization at the Library and Senior Center.](#)

F.4 [Discuss the Charter Review Commission \(CRC\) recommendation letter.](#)

F.5 [Update on the City of Lake Worth's Records Management Program.](#)

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

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

**H. EXECUTIVE SESSION**

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

The City Council may confer privately with its attorney to seek legal advice on any matter listed on the agenda or on any matter in which the duty of the attorney to

the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Texas Government Code.

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

**J. ADJOURNMENT**

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

Certification

I do hereby certify that the above notice of the meeting of the Lake Worth City Council was posted on the bulletin board of City Hall, 3805 Adam Grubb, City of Lake Worth Texas in compliance with Chapter 551, Texas Government Code on Friday, December 7, 2018 at 4:00 p.m.

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City Secretary

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

**Lake Worth City Council Meeting – December 11, 2018**

**Agenda Item No. A.3.1**

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**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.

**Lake Worth City Council Meeting – December 11, 2018**

**Agenda Item No. B.1**

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**FROM:** Monica Solko, City Secretary

**ITEM:** Approve the minutes of the November 13, 2018 Regular City Council.

**SUMMARY:**

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

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

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

1. November 13, 2018 City Council minutes

**RECOMMENDED MOTION OR ACTION:**

Approve minutes of the November 13, 2018 Regular City Council meeting.

**MINUTES OF THE REGULAR MEETING  
OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS  
HELD IN CITY HALL, COUNCIL CHAMBERS, 3805 ADAM GRUBB  
TUESDAY, NOVEMBER 13, 2018**

**REGULAR MEETING: 6:30 PM**

**A. CALL TO ORDER.**

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

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

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

**A.2 ROLL CALL.**

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

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

**A.3.1 PRESENTATION – ALLIANCE FOR CHILDREN.**

Police Chief Blount presented a donation check to Lyndsi Price with Alliance for Children.

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

Mr. Nick Griffin, 6329 Canyon Trail, Lake Worth, Texas came forward with concerns regarding speeding in the neighborhood, ask about speed bumps, and if residential cameras could be used to issue tickets to citizens running through a stop sign.

Mayor Bowen requested that Mr. Griffin make an appointment with staff to address his concerns.

#### **A.5 REMOVAL OF CONSENT AGENDA**

No items were removed from the consent agenda.

### **B. CONSIDER APPROVAL OF CONSENT AGENDA ITEMS APPROVED**

**B.1 APPROVE MINUTES OF THE OCTOBER 9, 2018 CITY COUNCIL MEETING.**

**B.2 APPROVE FINANCE REPORTS FOR THE MONTH OF OCTOBER 2018.**

**B.3 APPROVE A MASTER INTERGOVERNMENTAL PURCHASING AGREEMENT WITH NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, NORTH TEXAS SHARE PROGRAM AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAME.**

**B.4 APPROVE RESOLUTION NO. 2018-33, ADOPTING AND AUTHORIZING THE USE OF CONSTRUCTION MANAGER AT RISK DELIVERY METHOD FOR THE CONSTRUCTION OF RECORDS STORAGE BUILDING, POLICE PARKING AND ANIMAL CONTROL FACILITY REPAIRS.**

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

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

### **C. PUBLIC HEARINGS**

No items for this category.

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

**D.1 DISCUSS AND CONSIDER RESOLUTION NO. 2018-32, APPOINTING MEMBERS TO THE BOARD OF ADJUSTMENT PLACES 4 AND ALTERNATE PLACE 6.**

## **APPROVED**

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

### **Board of Adjustment:**

Place 4                      Bill Still  
Alternate, Place 6      Yvonne "Bonnie" Amick

### **Term expires**

Oct. 1, 2020  
Oct. 1, 2020

**A MOTION WAS MADE BY COUNCIL MEMBER STUARD, SECONDED BY MAYOR PRO TEM NARMORE TO APPROVE RESOLUTION NO. 2018-32, APPOINTING BILL STILL TO PLACE 2 OF THE BOARD OF ADJUSTMENT AND YVONNE "BONNIE" AMICK TO ALTERNATE PLACE 6 OF THE BOARD OF ADJUSTMENT WITH TERM EXPIRING OCTOBER 1, 2020.**

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

## **E. PUBLIC WORKS**

### **E.1 DISCUSS AND CONSIDER AN AGREEMENT WITH THE TARRANT COUNTY SHERIFF'S OFFICE, LABOR DETAIL PROGRAM AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.**

## **APPROVED**

Public Works Director Sean Densmore presented the item. Council is being asked to approve a contract with the Tarrant County Sheriff's Office for assistance with upcoming projects planned for Public Works. The personnel assistance provided are court ordered participants assigned to do community service work and are not considered employees. Tarrant County, its officers, and employees are not generally liable for damages or injuries to persons serving in the program.

During discussion and questions, Council members expressed concerns with the types of offenses made by labor detail, drop off location and over time versus contracting. Mr. Densmore explained that the labor detail would be Class C misdemeanors, location would be at the Public Works Department and the city would be saving money on overtime costs by utilizing more laborers versus fewer staff plus could get the job done sooner with more laborers.

**A MOTION WAS MADE BY COUNCIL MEMBER WHITE, SECONDED BY COUNCIL MEMBER SMITH TO APPROVE AN AGREEMENT WITH THE TARRANT COUNTY SHERIFF'S OFFICE, LABOR DETAIL PROGRAM AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAME.**

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



## F. GENERAL ITEMS

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

#### APPROVED

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

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

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

Due to a 2006 agreement between Oncor and city the franchise fee factor was increased to a franchise fee factor of 0.003017 (the "Current Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries on a quarterly basis. However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time disallow Company's recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.002873 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

Per the City Charter the City Council shall vote on two separate regular meetings of the City Council and shall not be finally passed until at least fifteen (15) days after the first reading; and no such ordinance shall take effect until thirty (30) days after its final passage.

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

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

**F.2 DISCUSS AND CONSIDER AWARD OF BID FOR EMPLOYEE GROUP HEALTH, DENTAL, VISION AND BASIC LIFE/AD&D INSURANCE FOR CALENDAR YEAR 2019 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.**

**APPROVED**

Human Resources Coordinator Danielle Hackbusch summarized the item. Council is being asked to consider award of contract for employee group health, dental, vision and basic life/AD&D insurance for 2019. Proposals were solicited by Wellspring Insurance Agency, Inc. in accordance with city policy and qualifications. The city's selection committee reviewed and evaluated the proposals and is recommending award of the following:

- Blue Cross Blue Shield - group health insurance and dental
- Superior Vision – vision
- Dearborn – basic life/AD&D
- New Benefit
- Employee Assistance Program (EAP)

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

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

**F.3 DISCUSS AND CONSIDER CONTINUED CITY PARTICIPATION IN THE COST OF EMPLOYEE DEPENDENT HEALTH INSURANCE COVERAGE AT THE CURRENT RATE OF 30%.**

**APPROVED**

City Manager Stacey Almond summarized the item. For many years, the City has contributed to the cost of employee dependent health insurance coverage. The contribution has been 30% for the last several years. Staff is requesting that the contribution continue at the current rate of 30% of the dependent premium cost. There is currently a total of 20 employees who cover one or more dependents. The funding for dependent premium costs is included in the approved budget for fiscal year ending September 30, 2019.

**A MOTION WAS MADE BY COUNCIL MEMBER WENGER, SECONDED BY COUNCIL MEMBER PARSLEY, TO APPROVE CONTINUED PARTICIPATION IN THE COST OF EMPLOYEE DEPENDENT HEALTH INSURANCE COVERAGE AT THE CURRENT RATE OF 30%.**

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

**F.4 DISCUSS AND CONSIDER AWARD OF BID TO VANGUARD CLEANING SYSTEMS FOR JANITORIAL SERVICES FOR THE CITY OF LAKE WORTH AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.**

**APPROVED**

Purchasing Coordinator Kelly McDonald presented the item. The City solicited proposals for general janitorial services, with an option to provide window and carpet cleaning services on a quarterly basis, for the Municipal Complex and Multi-Purpose Facility for a 22-month term and an option to renew for two (2) additional 12-month terms. Southlake Leasing & Management, Kemp & Sons, Vanguard Cleaning Systems, and Oriental Building Services responded with bids. After careful review and consideration of all bids received, staff has determined that awarding the bid to Vanguard Cleaning Systems provides the best value to the City.

**A MOTION WAS MADE BY COUNCIL MEMBER WHITE, SECONDED BY COUNCIL MEMBER HILL, TO APPROVE AWARD OF BID TO VANGUARD CLEANING SYSTEMS FOR JANITORIAL SERVICES FOR THE CITY OF LAKE WORTH AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.**

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

**F.5 DISCUSS AND PROVIDE DIRECTION ON THE “OUR HOME, OUR DECISION” CAMPAIGN PRESENTATION.**

Mayor Bowen gave a brief summary of the item. During the Texas Municipal League (TML) conference in October, a Texas campaign had begun on “Our Home, Our Decisions”. The goal of the campaign is to raise awareness about the State of Texas eroding the ability of Texans to have a voice in developing local solutions to local problems that affect their neighborhoods and their communities. The state officials want to put a one-size-fits-all restrictions on the annual budgets of all cities and counties. Local decision gives Lake Worth a voice in how much they want to invest in infrastructure improvements like roads, new police and fire, water, sewage and recreation facilities.

City Manager Stacey Almond presented a PowerPoint presentation explaining more of the campaign. Texas leaders in Austin released property tax reform plans which feature revenue caps as a cornerstone. The Governor’s plan proposed 2.5 percent revenue cap on all cities, counties, special purpose districts, and school districts in the state. More specifically, the revenue cap would:

1. Propose a property tax rollback rate of 2.5 percent;

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

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

Staff wanted to discuss the Council’s interest in getting other local municipalities together to have a group discussion about proposed tax reform legislation.

Mayor Bowen stated that he would be in favor on meeting with the surrounding cities to discuss the issue and develop an action plan or joint Resolution.

**AFTER A BRIEF DISCUSSION AND QUESTIONS BY CITY COUNCIL, THE CONSENSUS WAS TO MOVE FORWARD WITH A JOINT MEETING WITH THE SURROUNDING CITIES FOR DISCUSSION AND ACTION ON THE PROPOSED TAX REFORM LEGISLATION.**

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

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

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

## **H. EXECUTIVE SESSION**

No items for this category.

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

No action required.

**K. ADJOURNMENT**

Mayor Walter Bowen adjourned the meeting at 7:20 p.m.

**APPROVED**

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

**ATTEST:**

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

## Lake Worth City Council Meeting – December 11, 2018

### Agenda Item No. B.2

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

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

**Summary:**

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

**Fiscal Impact:**

N/A

**Attachments:**

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

**Recommended Motion or Action:**

Approve finance reports for the month of November 2018.

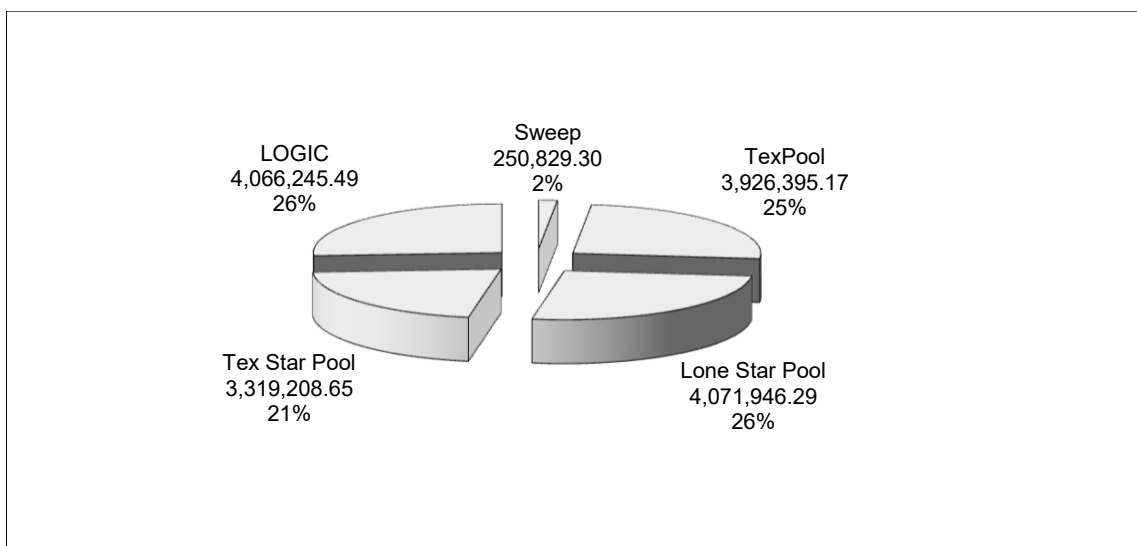
**CITY OF LAKE WORTH  
CASH POSITION  
As of November 30, 2018**

	Checking Account	TexPool	Lone Star Pool	TexStar	LOGIC	Total
General Fund	53,844.12	2,249,150.82	2,254,844.10	2,258,490.91	2,248,760.81	9,065,090.76
Park Fund	12,715.22	175,291.97			183,493.10	371,500.29
Child Safety Fund	7,579.32					7,579.32
Court Technology	10,441.22					10,441.22
Court Security Fund	22,564.39				48,429.11	70,993.50
Confiscated Property Fund						0.00
Street Maintenance		509,957.90	502,177.55	510,313.10	510,150.02	2,032,598.57
Crime Control	29,972.51	179,310.40	182,780.34	176,243.86		568,307.11
PEG Fund					77,163.47	77,163.47
Water/Sewer Fund	78,866.23	714,230.02	728,413.40		695,744.87	2,217,254.52
Debt Service	3,656.15	98,454.06	98,560.95			200,671.16
2008 CO Series				53,265.61		53,265.61
Hotel/Motel Tax Fund	31,190.14		305,169.95	320,895.17	302,504.11	959,759.37
Total All Cash & Invstments	250,829.30	3,926,395.17	4,071,946.29	3,319,208.65	4,066,245.49	15,634,624.90

# CITY OF LAKE WORTH INVESTMENT ACTIVITY *As of November 30, 2018*

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

Total Funds Held In Checking Accounts Subject To Overnight Sweep	\$250,829.30
<i>(Funds covered by FDIC and Pledged Collateral by Bank of Texas)</i>	
Total Funds Held In TexPool	\$3,926,395.17
<i>(NAV \$1.00 per share, 3,926,395 shares; WAM 1 day)</i>	
Total Funds Held In Lone Star Pool	\$4,071,946.29
<i>(NAV \$1.00 per share, 4,017,946 shares; WAM 1 day)</i>	
Total Funds Held In TexStar Pool	\$3,319,208.65
<i>(NAV \$1.00 per share, 3,319,209 shares; WAM 1 day)</i>	
Total Funds Held In LOGIC	\$4,066,245.49
<i>(NAV \$1.00 per share, 4,066,245 shares; WAM 1 day)</i>	
<b>Total All Funds</b>	<b>\$15,634,624.90</b>



Prepared By: *Debbie Whitley*

Date: December 3, 2018



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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
<b>GENERAL FUND</b>					
Mayor/Council	15,611.00	2,110.42	2,519.36	13,091.64	16%
Administration	1,258,493.00	73,006.00	95,073.32	1,163,419.68	8%
Admin-Finance	454,302.00	45,371.69	64,985.32	389,316.68	14%
Admin-HR/Risk Mgmt	164,638.00	22,781.43	28,272.78	136,365.22	17%
Admin-Multi-Purpose Center	32,725.00	995.10	1,344.79	31,380.21	4%
Admin-Multi-LW Area Museum	5,300.00	327.67	363.67	4,936.33	7%
Police	2,436,219.00	363,652.27	462,621.14	1,973,597.86	19%
Fire	2,287,689.00	246,933.09	384,646.36	1,903,042.64	17%
Street	1,098,004.00	86,663.87	118,165.52	979,838.48	11%
Library	278,324.00	26,270.12	40,436.16	237,887.84	15%
Parks	420,265.00	31,086.85	46,565.33	373,699.67	11%
Maintenance Dept	242,634.00	15,181.37	23,390.30	219,243.70	10%
Senior Citizens	150,815.00	11,145.95	17,760.69	133,054.31	12%
Municipal Court	261,793.00	21,521.18	34,569.04	227,223.96	13%
Animal Control	127,008.00	12,714.75	17,403.14	109,604.86	14%
Emergency Management	22,450.00	2,147.47	10,272.47	12,177.53	46%
Permits & Inspections	301,001.00	58,266.72	73,786.73	227,214.27	25%
P & I - Planning & Zoning	103,997.00	18,809.02	28,455.44	75,541.56	27%
P & I - Code Compliance	37,000.00	335.76	452.09	36,547.91	1%
Information Technology	611,602.00	66,350.96	110,761.93	500,840.07	18%
Economic Dev Activities	633,132.00	51,810.00	61,910.00	571,222.00	10%
<b>Total General Fund</b>	<b>10,943,002.00</b>	<b>1,157,481.69</b>	<b>1,623,755.58</b>	<b>9,319,246.42</b>	<b>15%</b>

<b>WATER/SEWER FUND</b>					
Administration	525,773.00	15,826.01	20,564.90	505,208.10	4%
Water Supply	932,585.00	26,814.59	34,892.88	897,692.12	4%
Water Distribution	420,202.00	38,036.97	51,007.47	369,194.53	12%
Sewer Department	1,450,756.00	31,224.39	34,521.64	1,416,234.36	2%
<b>Total Water/Sewer</b>	<b>3,329,316.00</b>	<b>111,901.96</b>	<b>140,986.89</b>	<b>3,188,329.11</b>	<b>4%</b>

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

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
<b>GENERAL FUND</b>					
Property Taxes	913,800.00	62,175.65	79,860.27	833,939.73	9%
Franchise Fees	450,000.00	5,882.17	5,994.34	444,005.66	1%
Sales and Beverage Taxes	7,456,000.00	712,328.31	712,328.31	6,743,671.69	10%
Fines and Warrants	465,800.00	27,209.81	56,543.55	409,256.45	12%
License & Permits	137,850.00	10,332.46	20,761.32	117,088.68	15%
Sanitation	191,500.00	16,505.96	33,017.72	158,482.28	17%
Animal Control	7,500.00	705.00	980.00	6,520.00	13%
Investment Income & Misc	515,353.00	26,909.35	78,440.38	436,912.62	15%
Due From Other Funds	171,976.00			171,976.00	0%
Use of Prior Year Reserves	633,223.00			633,223.00	0%
Transfer In-Other Funds					0%
Total General Fund	10,943,002.00	862,048.71	987,925.89	9,955,076.11	9%

<b>WATER/SEWER FUND</b>					
Water Sales	1,400,000.00	94,275.93	146,014.80	1,253,985.20	10%
Water Tap Fees	1,000.00		750.00	250.00	75%
Water Service Charge	59,000.00	5,897.73	13,961.46	45,038.54	24%
Sewer Charges	985,000.00	105,135.22	155,441.47	829,558.53	16%
Sewer Tap Fees	3,000.00		3,000.00	0.00	100%
Interest Income & Miscellaneous	53,590.00	4,880.68	9,075.19	44,514.81	17%
Transfers In	319,732.00			319,732.00	0%
Use of Prior Year Reserves	507,994.00			507,994.00	0%
Total Water/Sewer Fund	3,329,316.00	210,189.56	328,242.92	3,001,073.08	10%

<b>DEBT SERVICE FUND</b>					
Property Tax Revenue	1,197,356.00	79,723.27	102,638.23	1,094,717.77	9%
Investment Income & Misc	7,500.00	214.41	218.45	7,281.55	3%
Transfers In	423,943.00	0.00	0.00	423,943.00	0%
Use of Prior Year Reserves	51,000.00			51,000.00	0%
Total Debt Service	1,679,799.00	79,937.68	102,856.68	1,576,942.32	6%

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

	<b><i>Net Payment</i></b>	<b>Current % Incr or Decrease</b>
November 2018	712,328.31	
November 2017	613,226.66	<b>16.161%</b>
November 2016	767,080.09	<b>-7.138%</b>
<b><i>YTD Net Payment</i></b>		
Current YTD Total	712,328.31	
YTD, Last Year	613,226.66	<b>16.161%</b>
YTD, 2 Years Ago	767,080.09	<b>-7.138%</b>
<b><i>Current Period Collections</i></b>		
November 2018	729,216.76	
November 2017	731,194.19	<b>-0.270%</b>
November 2016	787,559.70	<b>-7.408%</b>
<b><i>YTD Current Period Collections</i></b>		
Current YTD Total	729,216.76	
YTD, Last Year	731,194.19	<b>-0.270%</b>
YTD, 2 Years Ago	787,559.70	<b>-7.408%</b>

*Current Year Budget is \$7,430,000*

CITY OF LAKE WORTH  
PARK FUND  
As of November 30, 2018

REVENUE SOURCE:

UTILITY DONATIONS	1,649.00
DONATIONS - KIDS & TREES	0.00
DONATIONS - NAVAJO PARK	0.00
DONATIONS - RAYL PARK	0.00
DONATIONS - LAKE WORTH PARK	0.00
INVESTMENT INCOME	716.22
CONTRIBUTIONS FROM OTHER FUNDS	0.00
MISCELLANEOUS	0.00
Total Revenue	<u>2,365.22</u>

EXPENDITURE CATEGORY:

MISCELLANEOUS	20.59
PARK MAINTENANCE	0.00
CHARBONNEAU PARK	0.00
LAKE WORTH PARK	0.00
NAVAJO PARK	0.00
GRAND LAKE PARK	0.00
REYNOLDS PARK	0.00
RAYL PARK	0.00
TELEPHONE ROAD PARK	0.00
DAKOTA PARK	0.00
EQUIPMENT PURCHASE/IMPROVEMENTS	0.00
Total Expenditure	<u>20.59</u>

<u>REVENUE OVER EXPENDITURES</u>	2,344.63
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<u>CASH POSITION</u>	
CHECKING	12,715.22
INVESTMENTS	<u>358,785.07</u>
TOTAL CASH	371,500.29

CITY OF LAKE WORTH  
STREET MAINTENANCE  
November 2018

**Revenue**

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
Interest & Misc Income	27,000.00	3,793.68	3,793.68	23,206.32	14%
Use of Prior Yr Rsrvs	540,000.00			540,000.00	
Total Revenue	567,000.00	3,793.68	3,793.68	563,206.32	1%

**Expenditures**

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Miscellaneous				0.00	0%
Barricades & Markers	12,000.00			12,000.00	0%
Street Projects	380,000.00	482.98	1,516.90	378,483.10	0%
Concrete Replacement	175,000.00			175,000.00	0%
Total Expenditures	567,000.00	482.98	1,516.90	565,483.10	0%

CITY OF LAKE WORTH  
CCPD  
November 2018

**Revenue**

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
Sales Tax	1,045,000.00	99,379.77	99,379.77	945,620.23	10%
SRO Reimbursement	46,327.00	7,717.00	7,717.00	38,610.00	17%
Interest & Misc Income	8,500.00	1,105.99	1,130.25	7,369.75	13%
Use of Prior Yr Rsrvs	57,763.00			57,763.00	
Total Revenue	1,157,590.00	108,202.76	108,227.02	1,049,362.98	9%

**Expenditures**

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Salaries	806,406.00	90,133.96	144,481.48	661,924.52	18%
Supplies	51,450.00	1,145.30	4,845.30	46,604.70	9%
Maintenance	23,225.00	73.63	73.63	23,151.37	0%
Services	101,905.00	7,041.66	27,067.23	74,837.77	27%
Equipment	100,500.00	51,054.00	55,737.20	44,762.80	55%
Transfers Out	74,104.00			74,104.00	0%
Total Expenditures	1,157,590.00	149,448.55	232,204.84	925,385.16	20%

## Lake Worth City Council Meeting – December 11, 2018

### Agenda Item No. E.1

---

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

**Item:** Discuss and consider approval of an Interlocal Agreement (CO# 129029) with Tarrant County for FY 2018-2019 reconstruction and asphalt overlay projects and authorize the City Manager to execute same.

**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 2019 budgetary process. The proposed streets are as follows:

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

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

**Fiscal Impact:**

Approximate Cost of the FY 18-19 Street Projects - \$425,000.

**Attachments:**

1. City of Lake Worth Letter of Interest to Tarrant County
2. Interlocal Agreement - CO#129029

**Recommended Motion or Action:**

Move to approve an Interlocal Agreement (CO# 129029) with Tarrant County for FY 2018-2019 reconstruction and asphalt overlay projects and authorize the City Manager to execute same.



Public Works Department  
3805 Adam Grubb  
Lake Worth, Texas 76135-3509  
Phone: 817-237-7210  
Fax: 817-238-0204  
Website: [www.lakeworthtx.org](http://www.lakeworthtx.org)

Thursday, August 16, 2018  
J.D. Johnson  
Northwest Sub-Courthouse  
6713 Telephone Road  
Lake Worth, Texas 76135

Dear Mr. Johnson,  
The City of Lake Worth wishes to enlist your help to enter into an inter-local agreement with Tarrant County Precinct 4. The request would be for assistance with the labor and equipment involved in the repair of the following:

**Overlay Project(s) with Cement Stabilization**

- **8 Inch Stabilization and 2 Inch Overlay**
- 4200-4700 William Springs Rd – 2228 \* 28 (62,384 sqft)

**Overlay (Only) Project(s)**

- **4 Inch Overlay**
- 6100-6700 Azle Ave (Outside/West bound lane) 4545 \* 18 (81,810 sqft.)
  - 4 Inch removal
- **2 Inch Overlay**
- 4300-4500 Lakeview Dr - 1000 \* 24 (24,000 sqft)
- 4200 Fewell Dr – 439 \* 20 (8,780 sqft)
- 3600-3000 Roberts Cut-Off (RCO) – 2279 \* 34 (77,486 sqft.)

As in the past, the City of Lake Worth shall be fully responsible for the cost of materials, traffic control and other associated cost to these projects. If you have questions pertaining to this year's request please contact myself or James Sullivan, Public Works Superintendent at (817) 718-5133 or by email at [jsullivan@lakeworthtx.org](mailto:jsullivan@lakeworthtx.org).

Sincerely,  
Sean Densmore  
Director of Public Works  
[sdensmore@lakeworthtx.org](mailto:sdensmore@lakeworthtx.org)



**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 4200-4700 William Springs Road and the asphalt overlay of the west bound lane of 6100-6700 Azle Avenue, 4300-4500 Lakeview Drive, 4200 Fewell Drive and 3600-3000 Roberts Cut-Off 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.

The Project consists of the reconstruct and asphalt overlay of 4200-4700 Williams Springs Road; being approximately 62,384 square feet. Pulverize the existing asphalt pavement and reclaiming to a depth of 2", cement stabilize, apply 2" Type D hot mix asphaltic concrete pavement surface.

- 1.2 In addition the CITY request the asphalt overlay of the outside west bound lane of Azle Avenue; being approximately 81,810 square feet. Mill the existing asphalt pavement to a depth of 4", apply 4" Type D hot mix asphaltic concrete pavement surface.
- 1.3 Perform asphalt overlay of 4300- 4500 Lakeview Drive, 4200 Fewell Drive and Roberts Cut-Off; being approximately 110,266 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 requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department to that part of the Project described in 1.1, 1.2 and 1.3 above. Application of striping by the COUNTY is limited to those Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.
- 5.2 If necessary, the CITY will furnish flag persons.
- 5.3 If required, the CITY will pay for engineering services, storm water run-off plans, and continuation of services and plan.
- 5.4 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, 2018 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

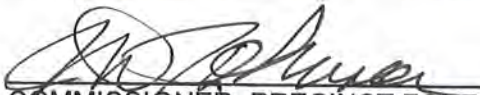
CITY OF LAKE WORTH

  
COUNTY JUDGE

\_\_\_\_\_  
Authorized City Official


Date: November 13, 2018

Date: \_\_\_\_\_

  
COMMISSIONER, PRECINCT FOUR  
J.D. JOHNSON November 13, 2018

Attest:

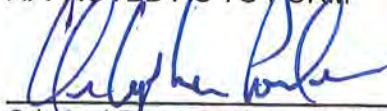
Attest:

  
November 13, 2018

\_\_\_\_\_

APPROVED AS TO FORM\*

APPROVED AS TO FORM AND LEGALITY

  
Criminal District Attorney's Office\*  
November 13, 2018

\_\_\_\_\_  
Assistant 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.



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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;
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TARRANT COUNTY, TEXAS


CITY OF LAKE WORTH

  
COUNTY JUDGE

\_\_\_\_\_  
Authorized City Official


Date: November 13, 2018

Date: \_\_\_\_\_

  
COMMISSIONER, PRECINCT FOUR  
J.D. JOHNSON November 13, 2018

Attest:

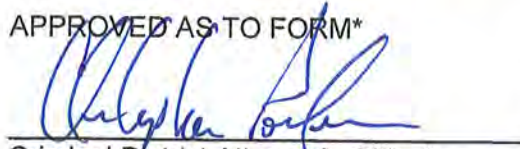
Attest:

  
November 13, 2018

\_\_\_\_\_

APPROVED AS TO FORM\*

APPROVED AS TO FORM AND LEGALITY

  
Criminal District Attorney's Office\*  
November 13, 2018

\_\_\_\_\_  
Assistant 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.



## Lake Worth City Council Meeting – December 11, 2018

### Agenda Item No. E.2

---

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

**Item:** Discuss and consider the purchase of asphalt from Reynolds Asphalt for the FY 2018-2019 Street Maintenance Projects with Tarrant County in the amount not to exceed \$301,024.

**Summary:**

Per the Interlocal Agreement with Tarrant County (CO#129029), Lake Worth is responsible for covering the cost of all materials used pertaining to the submitted street projects. The agreement also allows the City to receive Tarrant County pricing from their preferred vendors.

Currently, Reynolds Asphalt is the preferred vendor for Type D Hot Mix for Tarrant County. Below is the breakdown of the street work to be performed by square footage and estimated asphalt tonnage.

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

**Fiscal Impact:**

The amount requested was calculated and included in the budgetary request for FY 2018-2019. The total amount approved through the budgetary process for the current operating year is \$380,000.

**Attachments:**

1. Tarrant County Interlocal Agreement - CO#129029
2. Tarrant County Annual Contract for Asphalt Road Surfacing Product 2018-165

**Recommended Motion or Action:**

Move to approve the purchase of asphalt from Reynolds Asphalt for the FY 2018-2019 Street Maintenance Projects with Tarrant County in the amount not to exceed \$301,024.

## 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
<b>Hot Mix Asphalt Concrete</b>						
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
<b>Hot Mix Asphalt Concrete, Cold Laid</b>						
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
<b>Warm Mix Asphalt Concrete</b>						
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
<b>Patching Material</b>						
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
<b>Hot Mix Asphalt Concrete</b>						
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
<b>Hot Mix Asphalt Concrete, Cold Laid</b>						
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
<b>Warm Mix Asphalt Concrete</b>						
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
<b>Patching Material</b>						
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 Specified	0.00%		No Bid			
	Plant Location(s)	12650 Calloway Cemetery Rd. Eules, TX 76040		1901 Cold Springs Rd. Fort Worth, TX 76102		1111 Gilbert Pit Rd. Millsap, TX 76066	
		10015 Hicks Field Rd. Saginaw, TX 76179		9500 Technology Blvd. Fort Worth, TX 76104			
		617 E. College St. Lewisville, TX 75057		12299 Camp Bowie Blvd. Aledo, TX 76008			



## TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: \_\_\_\_\_ Bid No. 2018-165, Annual Contract  
for Asphalt Road Surfacing Products

County Department: \_\_\_\_\_ PURCHASING

Contact Person: \_\_\_\_\_ Jack Beacham, C.P.M., A.P.P.

Phone Number for Contact Person: \_\_\_\_\_ (817) 884-1133

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

\*\*\*\*\*

### I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

\*\*\*\*\*

**Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.**

### II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

Yes \_\_\_\_\_ No ✓

2. Does the county action limit or restrict a real property right, even partially or temporarily?

Yes \_\_\_\_\_ No ✓

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

\*\*\*\*\*

**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 4200-4700 William Springs Road and the asphalt overlay of the west bound lane of 6100-6700 Azle Avenue, 4300-4500 Lakeview Drive, 4200 Fewell Drive and 3600-3000 Roberts Cut-Off 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.

The Project consists of the reconstruct and asphalt overlay of 4200-4700 Williams Springs Road; being approximately 62,384 square feet. Pulverize the existing asphalt pavement and reclaiming to a depth of 2", cement stabilize, apply 2" Type D hot mix asphaltic concrete pavement surface.

- 1.2 In addition the CITY request the asphalt overlay of the outside west bound lane of Azle Avenue; being approximately 81,810 square feet. Mill the existing asphalt pavement to a depth of 4", apply 4" Type D hot mix asphaltic concrete pavement surface.
- 1.3 Perform asphalt overlay of 4300- 4500 Lakeview Drive, 4200 Fewell Drive and Roberts Cut-Off; being approximately 110,266 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 requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department to that part of the Project described in 1.1, 1.2 and 1.3 above. Application of striping by the COUNTY is limited to those Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.
- 5.2 If necessary, the CITY will furnish flag persons.
- 5.3 If required, the CITY will pay for engineering services, storm water run-off plans, and continuation of services and plan.
- 5.4 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, 2018 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


CITY OF LAKE WORTH

  
COUNTY JUDGE

\_\_\_\_\_  
Authorized City Official

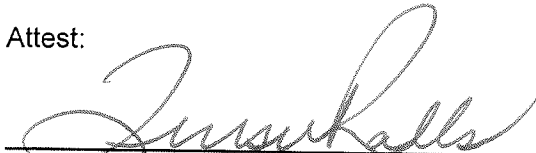
Date: November 13, 2018

Date: \_\_\_\_\_

  
COMMISSIONER, PRECINCT FOUR  
J.D. JOHNSON November 13, 2018

Attest:


Attest:

  
November 13, 2018

\_\_\_\_\_

APPROVED AS TO FORM\*

APPROVED AS TO FORM AND LEGALITY

  
Criminal District Attorney's Office\*  
November 13, 2018

\_\_\_\_\_  
Assistant 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.

## Lake Worth City Council Meeting – December 11, 2018

### Agenda Item No. F.1

---

**From:** Stacey Almond, City Manager

**Item:** Discuss and consider the updated 2018-2019 City of Lake Worth Organizational Chart.

**Summary:**

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

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

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

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

- a. Staff believes this is a necessary change to the organizational chart. The current Community Activities Coordinator position needs to be revised to meet the current needs of the organization. Staff feels making this an assistant level position is appropriate and will still maintain an excellent level of service.
- b. This option provides for no changes to the current part-time positions at both the Library and the Senior Center.

Lake Worth City Council Meeting – December 11, 2018

Agenda Item No. F.1

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**Fiscal Impact:**

Using base wages, applicable taxes, TMRS, workers compensation and basic employee benefits for staffing as of 10.01.18 and those proposed after reorganization:

<b>Current</b>	Sr. Center	\$91,299	Library	\$220,801	<b>Total FY 18/19</b>	\$312,100	<b>Total GF Savings FY 18/19</b>	\$0
<b>Option 1</b>	Sr. Center	\$100,170	Library	\$206,917	<b>Total FY 18/19</b>	\$307,087	<b>Total GF Savings FY 18/19</b>	\$5,013
<b>Option 2</b>	Sr. Center	\$64,042	Library	\$220,801	<b>Total FY 18/19</b>	\$284,843	<b>Total GF Savings FY 18/19</b>	\$27,257

**Attachments:**

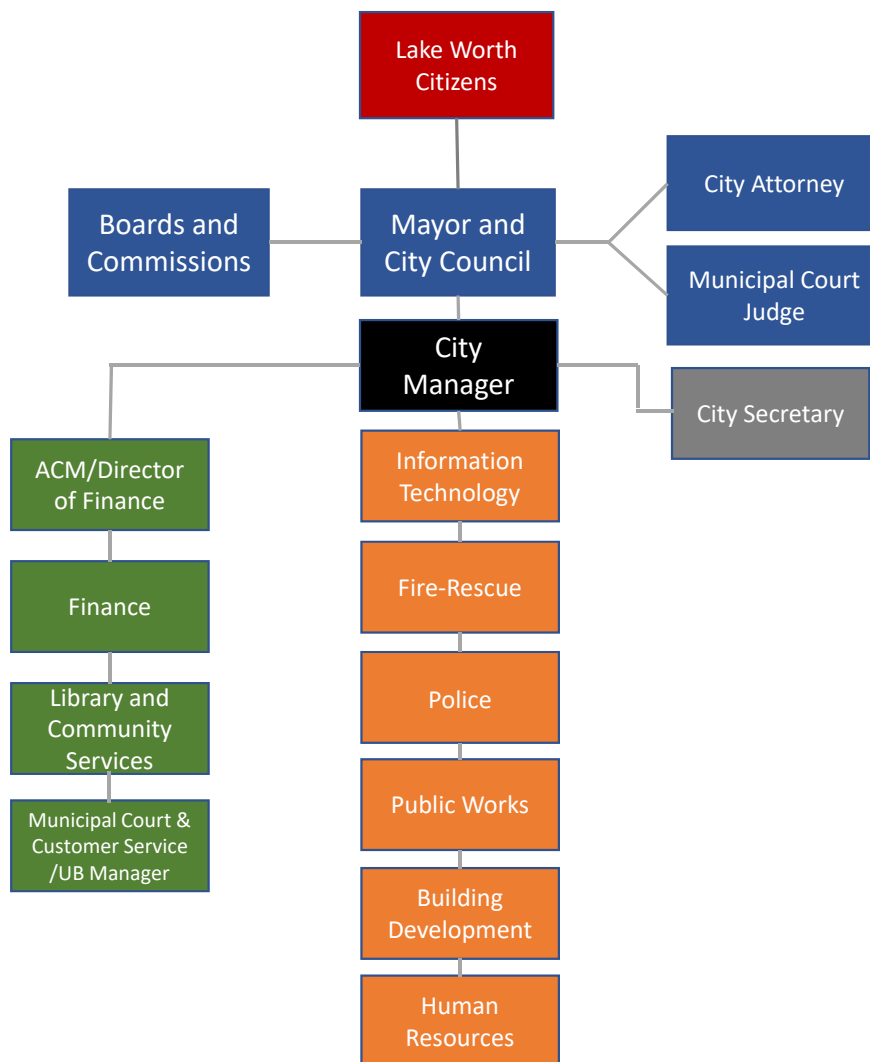
1. Lake Worth Organizational Chart

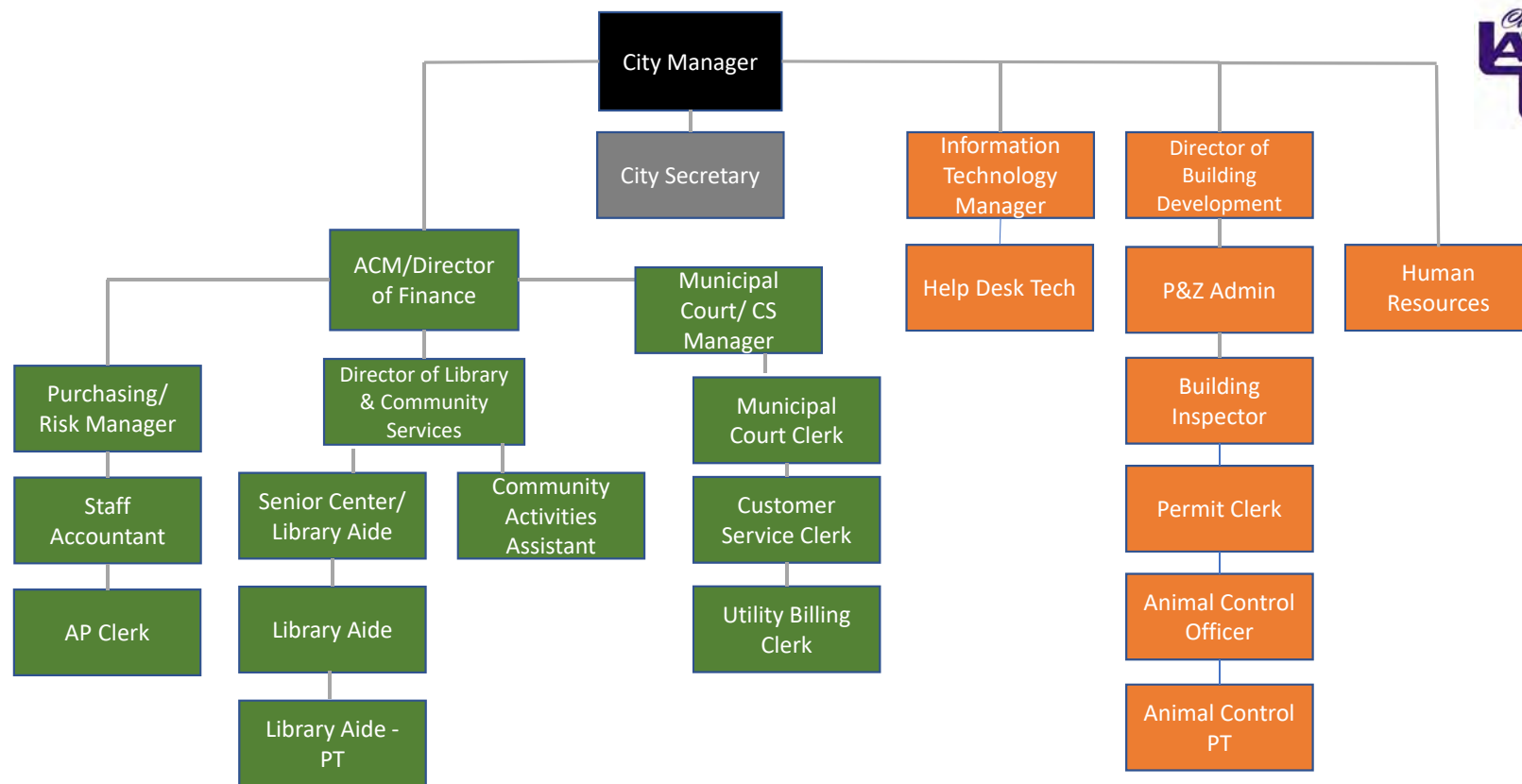
**Recommended Motion or Action:**

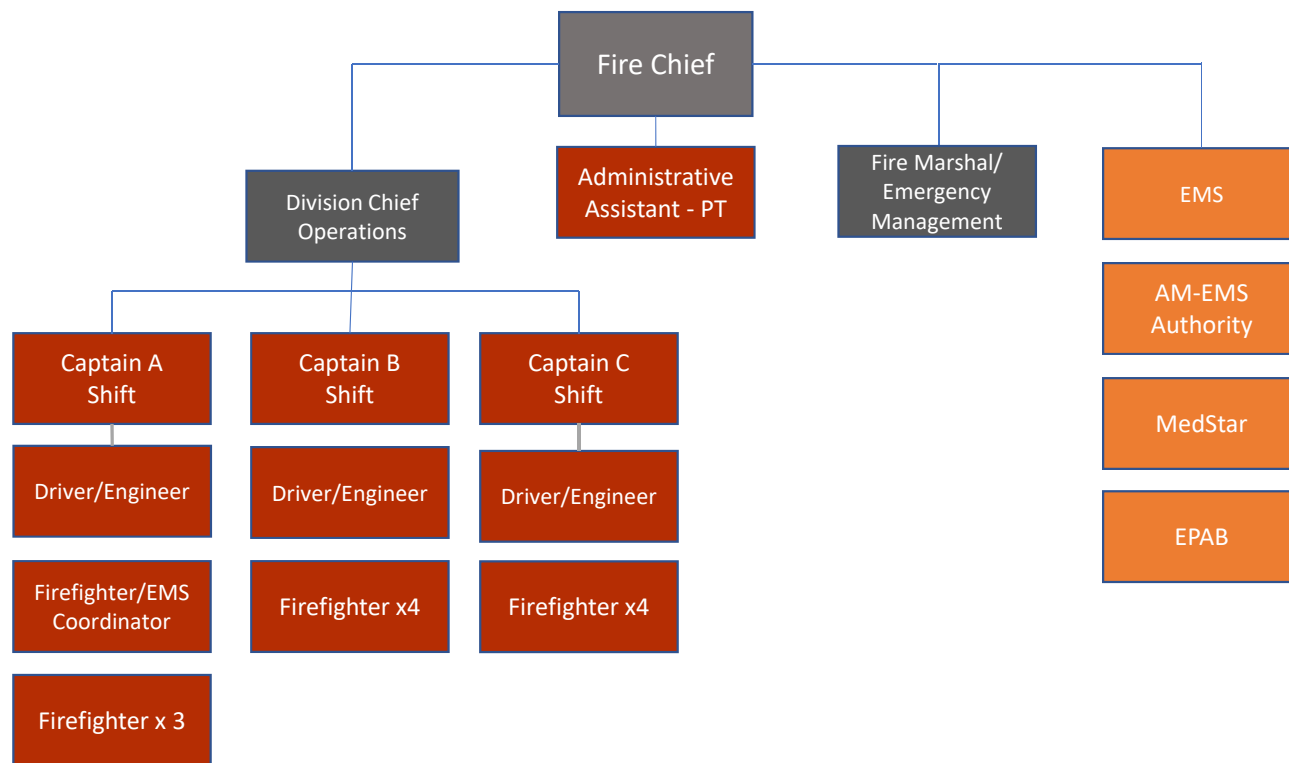
Modifications to the City of Lake Worth Organizational Chart are at the discretion of the City Council; below are motions for the two (2) options provided by staff.

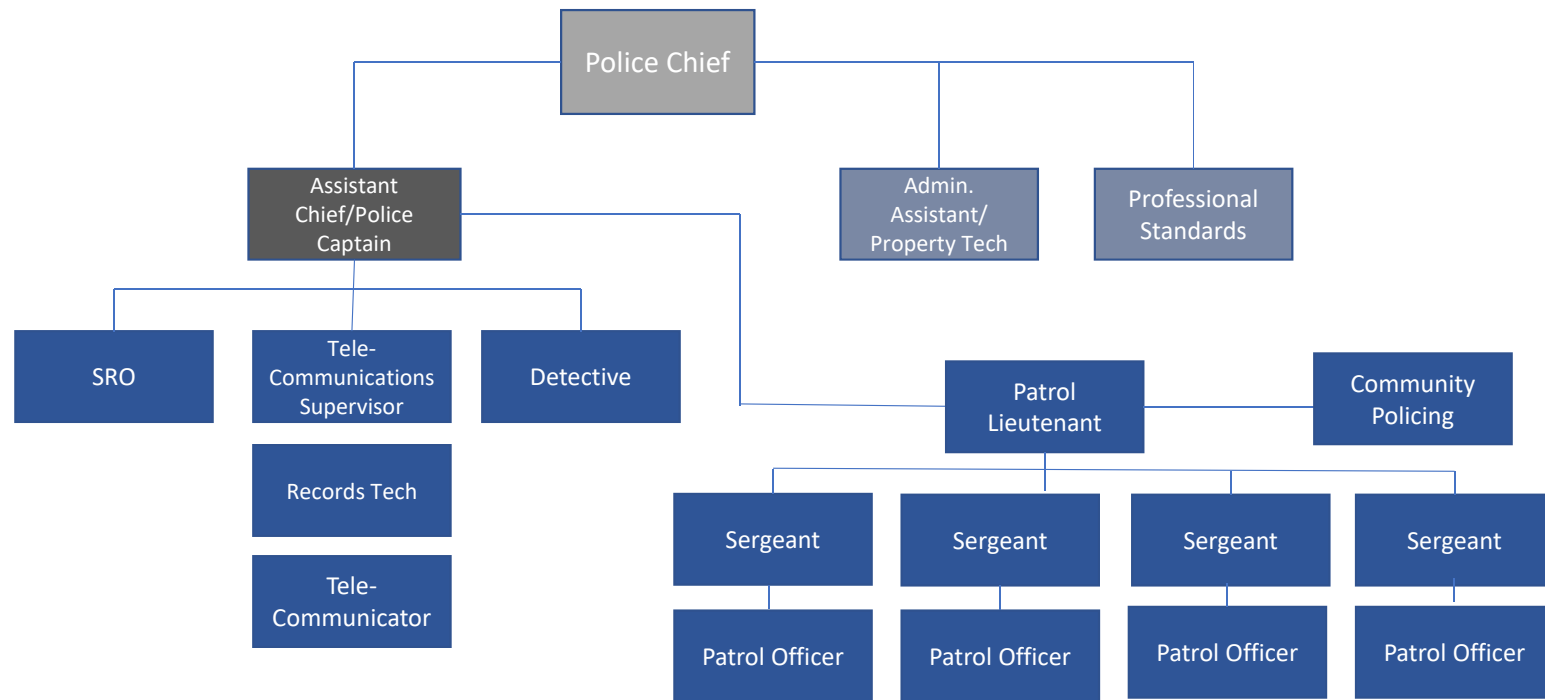
1. **Option 1** – Move to approve changing the Community Activities Coordinator to Community Activities Assistant and combine the Part-time Library Aide and the Part-time Senior Center Aide to one Full-time Library /Senior Center Aide; or
2. **Option 2** - Move to approve changing the Community Activities Coordinator to Community Activities Assistant.

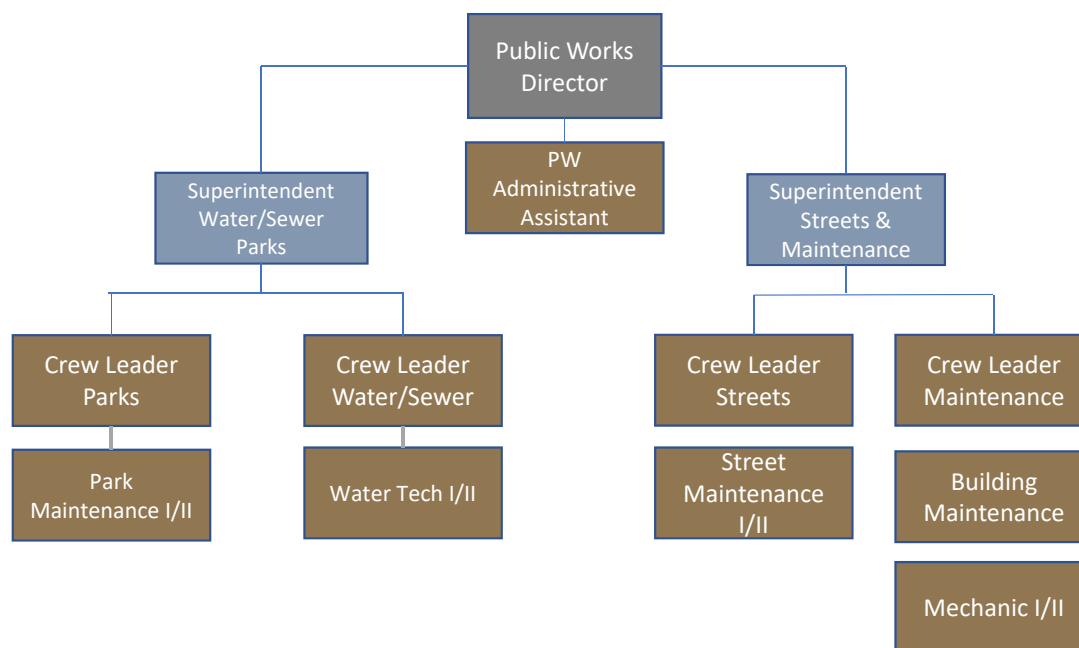












## Lake Worth City Council Meeting – December 11, 2018

### Agenda Item No. F.2

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**From:** Danielle Hackbusch, Human Resources

**Item:** Discuss and consider Resolution No. 2018-34, revising the job descriptions for Community Activities Coordinator, Part Time (PT) Senior Center Aide, and PT Library Aide.

**Summary:**

1. Change the Community Activities Coordinator to Community Activities Assistant.
2. Combine the PT Library Aide and the PT Senior Center Aide to one Full-time (FT) Library/Senior Center Aide (if approved by City Council).

**Fiscal Impact:**

N/A

**Attachments:**

1. Resolution No. 2018-34 (Option 1)
2. Resolution No. 2018-34 (Option 2)
3. Community Activities Assistant Job description
4. Library/Senior Center Aide Job description

**Recommended Motion or Action:**

Modifications to the job descriptions are at the discretion of the City Council; below are motions for the two (2) options provided by staff.

**Option 1:** Move to approve Resolution No. 2018-34, with changes to the Community Activities Coordinator title to Community Activities Assistant and related job description; combine the PT Library Aide job description and the PT Senior Center Aide job description to one FT Library/Senior Center Aide job description, effective December 17, 2018.

**Option 2:** Move to approve Resolution No. 2018-34, with changes to the Community Activities Coordinator title to Community Activities Assistant and related job description, effective December 17, 2018.

**RESOLUTION NO. 2018-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS, REVISING THE JOB DESCRIPTION FOR THE COMMUNITY ACTIVITIES COORDINATOR, AND COMBINING THE JOB DESCRIPTIONS FOR PART TIME (PT) LIBRARY AIDE AND PT SENIOR CENTER AIDE.**

**WHEREAS**, the Human Resources Coordinator has prepared and submitted revisions to the job description for Community Activities Coordinator and added one (1) new job description of Library/Senior Center Aide for adoption; and

**WHEREAS**, the purpose of the revisions and the addition of one new job description is to more accurately define the title, duties, experience, physical abilities, and line of supervision exercised and received for each position listed; and

**WHEREAS**, these job descriptions apply to each of the respective positions unless specified otherwise by state law, city charter, departmental policy approved by the City Council or other official Council action.

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

The following job description is hereby amended, and one (1) new job description is added as indicated and the job descriptions are hereby amended as attached, and shall be effective the 17th day of December 2018:

Current Title

New Title

Community Activities Coordinator

Community Activities Assistant

New Description

Library/Senior Center Aide

**PASSED AND APPROVED** this 11th day of December 2018

**APPROVED:**

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

**ATTEST:**

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

**RESOLUTION NO. 2018-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS, REVISING THE JOB DESCRIPTION FOR THE COMMUNITY ACTIVITIES COORDINATOR.**

**WHEREAS**, the Human Resources Coordinator has prepared and submitted revisions to the job description for Community Activities Coordinator; and

**WHEREAS**, the purpose of the revision is to more accurately define the title, duties, experience, physical abilities, and line of supervision exercised and received for the position listed; and

**WHEREAS**, the job description applies to the respective positions unless specified otherwise by state law, city charter, departmental policy approved by the City Council or other official Council action.

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

The following job description is hereby amended as indicated and the job description is hereby amended as attached, and shall be effective the 17th day of December 2018:

Current Title

New Title

Community Activities Coordinator

Community Activities Assistant

**PASSED AND APPROVED** this 11th day of December 2018

**APPROVED:**

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

**ATTEST:**

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



# City of Lake Worth

## Job Description

(effective 12/17/2018)

**Job Title:** Community Activities Assistant

**Department:** Senior Center

**FLSA Status:** Non-Exempt

Job description statements are intended to describe the general nature and level of work being performed by employees assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required.

### **GENERAL SUMMARY**

Coordinates daily classes, operations and activities at the City's Senior Center. Participates in the creation and implementation of other City sponsored activities and events for citizens of all ages.

### **SUPERVISION RECEIVED AND EXERCISED**

This position receives general supervision from the Director of Library & Community Services. This position does not supervise any other position.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Duties include but are not limited to the following:

- Opens the Senior Center and prepares for members and visitors by set up of coffee bar with beverages and snacks
- Recruits and coordinates volunteers for Senior Center facilities and community events
- Daily set up and arrange tables, chairs, and supplies for classes and activities held at the Senior Center
- Stocks, and maintains supplies for the Senior Center and other city events as needed
- Assists in the planning, implementation and promotion of community events for all age groups, such as; Visit with Santa, Community Easter Egg Hunt, Employee Appreciation Cookout, Holiday City employee Christmas Dinner and Service Awards, events, etc.
- Works closely with the City Parks Department, Maintenance and other City offices as needed.
- Performs public relations activities related to community activities such as answering the telephone, taking messages and answering questions for the public
- Prepares administrative reports for the Director of Library & Community Services
- Manages daily operations within budgetary guidelines
- Performs general housekeeping duties at the Senior Center and event locations
- Assists with library activities and duties as needed
- Other duties as assigned

### **MINIMUM JOB REQUIREMENTS**

#### **EDUCATION AND EXPERIENCE**

- High School diploma or GED
- One year of experience in working with Community Activities, Youth or Senior Citizen programs and/or volunteers is preferred.

## **LICENSES AND CERTIFICATES**

- Valid Class C Texas driver license

## **TRANSPORTATION**

Candidates must be able to provide for their own transportation within the community. Work mileage will be reimbursed at the city-approved rate.

## **PHYSICAL ABILITIES**

- Must possess the visual acuity to operate a computer terminal and operate a motor vehicle
- Frequently walk, stand, or sit for prolonged periods of time
- Frequently push, pull, lift, and/or carry up to 20 pounds
- Occasionally lift, push/pull to move objects up to 40 pounds
- Occasionally stoop, bend, kneel, crouch, reach, and twist
- Operate office equipment including use of a computer keyboard
- Speak and hear to exchange information
- Operate a vehicle to travel to various locations

*The City of Lake Worth is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act (ADA), the City of Lake Worth will provide reasonable accommodations to qualified individuals with disabilities.*

By my signature, I hereby certify that I have reviewed the description of my position and agree to perform the duties described therein. I understand that City of Lake Worth may make modifications, additions, or deletions to this job description at any time, and will notify me of any changes by sending me a revised copy for my review and signature.

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Employee's Signature

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Date

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Supervisor's Signature

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Date

**Lake Worth City Council Meeting – December 11, 2018**

**Agenda Item No. F.3**

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

**Item:** Discuss and consider amending Pay Plan B – Non-Exempt Employees effective December 17, 2018 to reflect staff reorganization at the Library and Senior Center.

**Summary:**

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

**Fiscal Impact:**

Using base wages, applicable taxes, TMRS, workers compensation and basic employee benefits for staffing as of 10.01.18 and those proposed after reorganization:

<b>Current</b>	Sr. Center	\$91,299	Library	\$220,801	<b>Total FY 18/19</b>	\$312,100	<b>Total GF Savings FY 18/19</b>	\$0
<b>Option 1</b>	Sr. Center	\$100,170	Library	\$206,917	<b>Total FY 18/19</b>	\$307,087	<b>Total GF Savings FY 18/19</b>	\$5,013
<b>Option 2</b>	Sr. Center	\$64,042	Library	\$220,801	<b>Total FY 18/19</b>	\$284,843	<b>Total GF Savings FY 18/19</b>	\$27,257

**Attachments:**

1. Pay Plan B – Non-Exempt Employees, with Option 1 changes indicated in bold print

**Recommended Motion or Action:**

Move to approve the amended Pay Plan B – Non-Exempt Employees effective December 17, 2018 for Library/Senior Center reorganization Option 1 or Option 2.

# CITY OF LAKE WORTH EMPLOYEE PAY SCALE

## PAY PLAN B - NON-EXEMPT EMPLOYEES *Effective October 1, 2018*

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

**CITY OF LAKE WORTH  
EMPLOYEE PAY SCALE**

**PAY PLAN B - NON-EXEMPT EMPLOYEES**  
*Effective October 1, 2018*

Pay Grade	FLSA Status	Job Title	Pay Frequency	Minimum	Maximum
25	N	Building Inspector	Annual	\$46,825.00	\$64,150.00
25	N	Planning & Zoning Administrator	Monthly	3,902.08	5,345.83
			Pay Period	1,800.96	2,467.31
			Hourly	22.51	30.84
30	N	Staff Accountant	Annual	\$48,068.80	\$65,852.80
			Monthly	4,005.73	5,487.73
			Pay Period	1,848.80	2,532.80
			Hourly	23.11	31.66



**To:** Mayor and City Council

**From:** Charter Review Commission

**Subject:** Final Report and Recommendations of the Charter Review Commission

**Date:** November 13, 2018

The City Council approved Ordinance No. 1108 on February 13, 2018 creating a Charter Review Commission and establishing Charter Review Commission Guidelines. The members of the Charter Review Commission met eight times between March 2018 and November 2018 and reviewed the entire Charter pursuant to its charge. The Charter Review Commission presents the attached Charter with amendments proposed for City Council consideration. In delineating the proposed amendments, new language is underlined, and deleted language is ~~overstricken~~. The focus of this cover memo is on proposed amendments.

**Charge to the Charter Commission:**

1. To review the Charter for purposes of recommending amendments as necessary to cause the Charter to conform to federal and state law where conflict or inconsistencies exist;
2. To review the Charter for purposes of recommending amendments as necessary to clarify and condense existing Charter sections to improve the effective application of the Charter; and
3. To review the Charter for any other provisions of the Charter as the Charter Review Commission determines necessary.

In particular the Charter Review Commission focused their efforts on:

- Enhancing efforts to have open access and transparency in governance; and
- Improving the readability of the charter, thus increasing the opportunity for citizens to read and understand the charter.

**Proposed Substantive Changes:**

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

- **Section 1.05** – Delete the platting rules and regulations as these are dictated by state law.





- **Section 2.01** - Amended to clarify the powers of the Charter, powers of local-self-government, and all powers enumerated in Chapter 13, Title 28, Article 1175 of the Revised Civil Statutes of the State of Texas of 1925.
- **Section 2.02** - The enumeration of powers deemed to be exclusive be deleted in its entirety. These enumerated powers are provided for in Section 2.01.
- **Section 2.03** - Powers of the City Council be deleted from Section 2.03 and moved to Section 3.03 to provide for the Powers of the City Council under the Section specifically related to City Council.
- **Section 3.03** - Eligibility of the Mayor, and any Council member, be deleted in its entirety and amended to provide for the Powers of the City Council.
- **Section 3.04** - The Council judge of election be deleted; these qualifications are already stated in Section 3.02.
- **Section 3.04** - Amend to provide that the City Council may require bonds of municipal employees who receive or pay out any monies.
- **Section 3.06** - Amended to provide for a vote of all remaining members to appoint a qualified person to fill a vacancy.
- **Section 3.09** - Amended to provide that the Mayor Pro Tem shall be chosen on a rotational basis based on place number, beginning with Place 1 and continuing through Place 7. Additionally, the Mayor Pro Tem shall act as Mayor during the disability or absence of the Mayor.
- **Section 3.10** - Amended to provide for more detailed duties of the Mayor to include the Mayor may participate in discussion on all matters before the Council. The Mayor shall not be entitled to a vote, except in case of a tie, the Mayor casts the deciding vote, and the Mayor shall be recognized as the head of the city government for ceremonial purposes but shall have no regular administrative duties.
- **Section 3.12** - Added to provide for prohibitions of the City Council. Specifically, the Mayor and City Council may not hold any other city office or city employment, that no former Mayor of City Council member may hold employment until one (1) year after the expiration of the term they were elected or appointed to hold.
- **Section 4.03** - Relating to the official ballot be amended to provide for two or more candidates have the same surname, their residence addresses must be printed with their names on the official ballot.
- **Section 4.05** - Relating to conducting and canvassing the elections by selection of the election judge to conduct such election be amended to provide for official results of the election in accordance with Texas Election Code and provide for requirements for canvassing and officially declaring the results as provided by State Law.
- **Section 6.06** - Amended to provide for twenty-one (21) days after the date of certifying the petition as sufficiently completed.




- **Section 7.03** - Amended to require full text of the ordinance be posted on the bulletin board and publication of the caption.
- **Section 8.06** -Amended to establish and maintain a Municipal Court, having all powers and duties prescribed by State Law, providing for the appointment of the Municipal Court Judge, requirements, and removal process. Additionally, providing for the clerk and deputy clerk of the Municipal Court and associated responsibilities.

We wish to express our appreciation to each of you for the opportunity to serve on this Charter Review Commission and assist with this important task as it relates to the residents of the City of Lake Worth and the manner in which they have elected to govern themselves.



Wilson Daggs



Coy Pennington



Yvonne Amick



Bill Still

Attachment:  
City Charter Proposed Amendments



## **CITY OF LAKE WORTH SPECIAL CHARTER AMENDMENT ELECTION**

### **PROPOSITION NO. 1**

Shall Section 1.05 of the Charter relating to platting rules and regulations be deleted in its entirety.

Charter language if approved:

**Section 1.05 Deleted**

### **PROPOSITION NO. 2**

Shall Section 2.01 of the Charter be amended to clarify the powers of the Charter, powers of local-self-government, and all powers enumerated in Chapter 13, Title 28, Article 1175 of the Revised Civil Statutes of the State of Texas of 1925.

Charter language if approved:

**Section 2.01 General.** The enumeration of particular powers by this Charter shall not be held or deemed to be exclusive, but, in addition to the powers enumerated therein or implied thereby, or appropriate to the exercise of such powers, it is intended that the City shall have, and may exercise, all powers of local self-government, and all powers enumerated in Chapter 13, Title 28, Article 1175 of the Revised Civil Statutes of the State of Texas of 1925, and any amendments thereof, or any other powers which, under the Constitution and laws of the State of Texas, it would be competent for this Charter specifically to enumerate. All powers of the City, whether expressed or implied, shall be exercised in the manner prescribed herein, or when not prescribed herein, then in the manner provided by the laws of Texas relating to cities and towns. The City shall have the power to cooperate with the Federal Government and its agencies and with the State Government and its agencies, and with any political subdivision, or agency thereof.

### **PROPOSITION NO. 3**

Shall Section 2.02 of the Charter relating to enumeration of powers deemed to be exclusive be deleted in its entirety. These enumerated powers are provided for in Section 2.01.

Charter language if approved:

**Section 2.02 Deleted**

### **PROPOSITION NO. 4**

Shall Section 2.03 of the Charter relating to Powers of the City Council be deleted from Section 2.03 and moved to Section 3.03 to provide for the Powers of the City Council under the Section specifically related to City Council.

Charter language if approved:

**Section 2.03 Deleted**

## **PROPOSITION NO. 5**

Shall Section 3.03 of the Charter relating to eligibility of the Mayor, and any Council member, be deleted in its entirety and amended to provide for the Powers of the City Council.

Charter language if approved:

**Section 3.03 Powers of the City Council.** All powers of the City and the determination of all matters of policy shall be vested in the City Council. Except where in conflict with and otherwise expressly provided by this Charter, the City Council shall have all powers authorized to be exercised by the City Council by state law; provided, however, that the City Council shall have no authority to exercise those powers which are expressly conferred upon other City officers by this Charter. Without limitation of the foregoing and among the other powers that may be exercised by the Council, the following are hereby enumerated for greater certainty:

- 1). Appoint and remove the City Manager;
- 2). Appoint and remove the Municipal Judge(s) of the Municipal Court;
- 3). Appoint and remove the City Attorney;
- 4). Establish administrative departments;
- 5). Adopt the budget of the City;
- 6). Collectively inquire into the conduct of any office, department or agency of the City and make investigations as to municipal affairs;
- 7). Adopt and modify the official map of the City;
- 8). Provide for a Planning and Zoning Commission and a Board of Adjustment and other boards as deemed necessary and appoint members of all such boards and commissions. Such boards and commissions retain all powers possessed before the adoption of this Charter and those conferred and created by the Charter, by City ordinance or by other law.
- 9). Fix and regulate rates and charges for all utilities and public services; and
- 10). Authorize the issuance of all bonds by ordinance.

## **PROPOSITION NO. 6**

Shall Section 3.04 of the Charter relating to the Council judge of election be deleted as qualifications is already stated in Section 3.02.

Charter language if approved:

**Section 3.04 Deleted**



### **PROPOSITION NO. 7**

Shall Section 3.04 of the Charter be amended to provide that the City Council may require bonds of municipal employees who receive or pay out any monies.

[Charter language if approved:](#)

**Section 3.04 Bond.** The City Council may require bonds of all municipal officers and employees who receive or pay out any monies of the City. The amount of the bonds may be determined by the City Council and the cost must be borne by the City.

### **PROPOSITION NO 8.**

Shall Section 3.06 of the Charter be amended to provide for a vote of all remaining members to appoint a qualified person to fill a vacancy.

[Charter language if approved:](#)

**Section 3.06 Vacancies.** In the event there is one vacancy on the council or in the office of Mayor, the council may call a special election to be held in accordance with state law or by the majority vote of all remaining members, appoint a qualified person to fill the vacancy. In the event there is more than one vacancy, the council shall call a special election to be held in accordance with state law, unless appointment is required to achieve a quorum.

### **PROPOSITION NO. 9**

Shall Section 3.09 of the Charter be amended to provide that the Mayor Pro Tem shall be chosen on a rotational basis based on place number, beginning with Place 1 and continuing through Place 7. Additionally, the Mayor Pro Tem shall act as Mayor during the disability or absence of the Mayor.

[Charter language if approved:](#)

**Section 3.09 Mayor Pro Tem.** The Mayor Pro-Tem shall be a Council Member elected by the City Council at the first regular meeting after every General election date regardless of whether or not the city holds an election on that particular year or at the first regular meeting after any applicable run-off election, whichever is later. The Council Member selected to serve as Mayor Pro-Tem shall be chosen on a rotational basis based on Place number, beginning with Place 1 and continuing through Place 7. If any Council Member declines his or her term as it arises in rotation, that member shall remain in the same place in the rotation cycle as if he or she had served. The Mayor Pro-Tem shall act as Mayor during the disability or absence of the Mayor, and in this capacity, shall have the rights conferred upon the Mayor.

## PROPOSITION NO. 10

Shall Section 3.10 of the Charter be amended to provide for more detailed duties of the Mayor to include the Mayor may participate in discussion on all matters before the Council. The Mayor shall not be entitled to a vote, except in case of a tie, the Mayor casts the deciding vote, and the Mayor shall be recognized as the head of the city government for ceremonial purposes but shall have no regular administrative duties.

Charter language if approved:

**Section 3.10 The Mayor.** The Mayor shall preside at meetings of the City Council. The Mayor may participate in the discussion of all matters coming before the City Council. The Mayor shall not be entitled to vote as a member thereof, on Legislative or other matters, except in case of a tie, when the Mayor shall have the right to cast the deciding vote. The Mayor may also represent the City in intergovernmental relationships and perform other duties specified by the City Council or imposed by this Charter and by ordinances and resolutions passed in pursuance thereof. The Mayor shall be recognized as the head of the city government for all ceremonial purposes but shall have no regular administrative duties.

## PROPOSITION NO. 11

Shall Section 3.12 of the Charter be added to provide for prohibitions of the City Council. Specifically, the Mayor and City Council may not hold any other city office or city employment, that no former Mayor of City Council member may hold employment until one (1) year after the expiration of the term they were elected or appointed to hold.

Charter language if approved:

**Section 3.12 Prohibitions.**

- a). Except where authorized by law or by this Charter, no Mayor or Council Member may hold any other City office or City employment during his or her term as Mayor or Council Member. No former Mayor or Council Member may hold any City employment until one year after the expiration of the term for which they were elected or appointed to the City Council.
- b). Members of the City Council may not in any way order the appointment or removal of the City administrative officers or employees whom the City Manager or any of the City Manager's subordinates are empowered to appoint.



## **PROPOSITION NO. 12**

Shall Section 4.03 of the Charter relating to the official ballot be amended to provide for two or more candidates have the same surname, their residence addresses must be printed with their names on the official ballot.

Charter language if approved:

**Section 4.03 The Official Ballot.** The name of all candidates.....time and place of the drawing.

- a. If two or more candidates have the same surname, their residence addresses, or any other designation or title permitted by state law, must be printed with their names on the official ballot.

## **PROPOSITION NO. 13**

Shall Section 4.05 of the Charter relating to conducting and canvassing the elections by selection of the election judge to conduct such election be amended to provide for official results of the election in accordance with Texas Election Code and provide for requirements for canvassing and officially declaring the results as provided by State Law.

Charter language if approved:

**Section 4.05 Official Results.**

1. The returns of every municipal election must be handled in accordance with State Law.
2. The City Council shall meet in an open meeting to canvass and officially declare the results of the election as to candidates, and issues certificates of election to candidates elected as provided by State Law.

## **PROPOSITION NO. 14**

Shall Section 6.06 of the Charter be amended to provide for twenty-one (21) days after the date of certifying the petition as sufficiently completed.

Charter language if approved:

**Section 6.06 Presentation of Petition to City Council.** Within twenty-one (21) days after the date of certifying the petition as sufficient, the person performing the duties of the City Secretary shall present such petition to the City Council of the City of Lake Worth at a regular meeting or special meeting called for that purpose.

## PROPOSITION NO. 15

Shall Section 7.03 of the Charter be amended to require full text of the ordinance be posted on the bulletin board and publication of the caption in the official city newspaper.

[Charter language if approved:](#)

**Section 7.03 Franchise: Power of City Council.** The City Council shall have power to grant, amend, renew or extend by ordinance all franchises of all public utilities of every character operating within the City of Lake Worth, and for such purposes is granted full power. All ordinances granting, amending, renewing, or extending franchises for public utilities shall be voted on at two separate regular meetings of the City council and shall not be finally passed until at least fifteen (15) days after the first reading; and no such ordinance shall take effect until thirty (30) days after its final passage; and pending such time, the full text of such ordinance shall be posted on the bulletin board at the City Hall of the City of Lake Worth, and publication of the caption in the official newspaper of the City shall be borne by the proponent of the franchise. No public utility franchise shall be transferable except to persons, firms or corporations taking all or substantially all of the holder's business in the City of Lake Worth and except upon approval of an ordinance by the Council in accordance with this Section.

## PROPOSITION NO. 16

Shall Section 8.06 of the Charter be amended to establish and maintain a Municipal Court, having all powers and duties prescribed by State Law, providing for the appointment of the Municipal Court Judge, requirements, and removal process. Additionally, providing for the clerk and deputy clerk of the Municipal Court and associated responsibilities.

[Charter language if approved:](#)

### **Section 8.06 Judge of the Municipal Court.**

1. The City Council must establish and cause to be maintained a Municipal Court. The Court has all the power and duties as are now, or as may be, prescribed by state law.
2. The judge of the municipal court shall be appointed by the City Council for a term of two years. The judge shall be a resident of this state, a citizen of the United States, and an attorney in good standing licensed to practice in the State of Texas, with two or more years' experience in the practice of law in this State. The Council shall fix the compensation for the judge in accordance with State law and such compensation shall never be based on the fines assessed or collected. Removal of the judge shall be at the discretion of the Council by a majority vote of the City Council.
3. The Clerk and all deputy clerks of the Municipal Court have the power to administer oaths, certify affidavits, make certificates, affix the seal of the Court, and perform all usual and necessary clerical acts in conducting the business of the Court including but not limited to, the keeping of records and accounts of the Municipal Court.

	<b>HOME RULE CHARTER CITY OF LAKE WORTH</b>
<b>KEEP AS IS</b>	<p align="center"><b>PREAMBLE</b></p> <p>We, the citizens of Lake Worth, Texas, in order to establish a home rule municipal government, provide for the future progress of our City and obtain more fully the benefits of local self-government, do hereby adopt this Home Rule Charter in accordance with the Statutes of the State of Texas; and do hereby declare the residents of the City of Lake Worth in Tarrant County, Texas, living within the legally established boundaries of said City, to be a political subdivision of the State of Texas, incorporated forever under the name and style of the "City of Lake Worth" with such powers, rights and duties as are herein provided.</p>
	<p align="center"><b>ARTICLE I BOUNDARIES AND ANNEXATION</b></p>
<b>KEEP AS IS</b>	<p><b>SECTION 1.01 BOUNDARIES</b></p> <p>(a) The boundaries of the City of Lake Worth shall be those of the City of Lake Worth as of the first day of February, 2003 and shall remain in effect until changed.</p> <p>(b) The boundaries and limits of the City shall be those established and described on an official map duly adopted by the City Council by ordinance and amended from time to time to include annexations and disannexations from the corporate limits. The City Secretary shall at all times keep a correct and complete description and official map on file, with recent annexations and disannexations.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 1.02 ANNEXATION BY CITY COUNCIL</b></p> <p>The Council shall have the power, by ordinance, to fix the boundaries of the City and to provide for the alteration or extension of said boundaries, pursuant to any laws of the State of Texas now or hereinafter enacted, with or without the consent of the owners or inhabitants of such territory.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 1.03 ANNEXATION REQUIREMENTS</b></p> <p>The annexation ordinance shall describe the territory to be annexed. Notice shall be published and public hearing held as required by State law. Amendments not enlarging or extending the boundaries set forth in the proposed ordinance may be incorporated into the proposed ordinance without the necessity of republication of said notice. The additional territory annexed shall be part of the City and the property situated therein shall bear its pro-rata part of the taxes levied by the City as provided by State law. The inhabitants thereof shall be entitled to all the rights and privileges of other citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City.</p>

<p><b>KEEP AS IS</b></p>	<p><b>SECTION 1.04 DISANNEXATION</b></p> <p>The Council may, by ordinance, disannex any territory within the corporate boundaries of the City, if the Council determines that the territory is not necessary or suitable for City purposes. When the disannexation ordinance is passed, the disannexed territory shall cease to be part of the City; but the disannexed territory shall remain liable for its pro-rata share of any indebtedness incurred while the area was part of the City and the City shall continue to levy, assess, and collect taxes on the property in the disannexed territory until such indebtedness has been paid. The Council shall further have the power to exchange territory within the corporate boundaries or extraterritorial jurisdiction of the City with other municipalities.</p>
<p><b>REMOVE</b></p>	<p><b><del>SECTION 1.05 PLATTING</del></b></p> <p><del>Should any property situated within the corporate limits or extraterritorial jurisdiction of the City, as herein established or as may hereafter be established, be hereafter platted in blocks and lots, the owner or owners of said property shall comply with all provisions of the ordinances, rules and regulations of the City, and all provisions of the applicable State laws.</del></p>
	<p><b>ARTICLE II POWERS</b></p>
<p><b>REPLACE WITH NEW LANGUAGE</b></p> <p><b>NEW</b></p>	<p><b>SECTION 2.01 GENERAL</b></p> <p><del>The City of Lake Worth, made a body politic and corporate by the adoption of this Charter, shall have and may exercise all the powers, functions, rights, privileges and immunities of every name and nature whatsoever now or hereafter granted to municipal corporations and to cities by the Constitution and laws of the State of Texas, together with all the implied powers necessary to carry into execution all the powers, functions, rights, privileges and immunities granted.</del></p> <p><u>The enumeration of particular powers by this Charter shall not be held or deemed to be exclusive, but, in addition to the powers enumerated therein or implied thereby, or appropriate to the exercise of such powers, it is intended that the City shall have, and may exercise, all powers of local self-government, and all powers enumerated in Chapter 13, Title 28, Article 1175 of the Revised Civil Statutes of the State of Texas of 1925, and any amendments thereof, or any other powers which, under the Constitution and laws of the State of Texas, it would be competent for this Charter specifically to enumerate. All powers of the City, whether expressed or implied, shall be exercised in the manner prescribed herein, or when not prescribed herein, then in the manner provided by the laws of Texas relating to cities and towns. The City shall have the power to cooperate with the Federal Government and its agencies and with the State Government and its agencies, and with any political subdivision, or agency thereof.</u></p>



<p><b>REMOVE</b></p>	<p><b><del>SECTION 2.02 GENERAL POWERS ADOPTED</del></b></p> <p><del>The enumeration of particular powers by this Charter shall not be deemed to be exclusive, and in addition to the powers enumerated herein or implied hereby, or appropriate to the exercise of such powers, it is intended that the City of Lake Worth shall have, and may exercise, all powers of local self-government, and all other powers which under the Constitution and laws of the State of Texas, it would be competent for this Charter specifically to enumerate.</del></p>
<p><b>REMOVE (MOVE TO ARTICLE III CITY COUNCIL)</b></p>	<p><b><del>SECTION 2.03 POWERS OF THE CITY COUNCIL</del></b></p> <p><del>All powers of the City and the determination of all matters of policy shall be vested in the City Council. Except where in conflict with and otherwise expressly provided by this Charter, the City Council shall have all powers authorized to be exercised by the City Council by State law; provided, however, that the City Council shall have no authority to exercise those powers which are expressly conferred upon other City officers by this Charter. Without limitation of the foregoing and among the other powers that may be exercised by the Council, the following are hereby enumerated for greater certainty:</del></p> <ol style="list-style-type: none"> <li><del>1. Abolish or consolidate such offices, departments, and agencies of the City government as it may deem to be to the best interest of the City, and may divide the administration of any such departments as it may deem advisable; may create new departments, and may discontinue any offices or departments at its discretion, except those specifically established by this Charter.</del></li> <li><del>2. Adopt the budget of the City.</del></li> <li><del>3. Authorize the issuance of bonds by a bond ordinance.</del></li> <li><del>4. Inquire into the conduct of any office, department or agency of the City and make investigations as to municipal affairs.</del></li> <li><del>5. Establish operating policy.</del></li> <li><del>6. Establish the boundaries of the City.</del></li> </ol>
	<p style="text-align: center;"><b>ARTICLE III CITY COUNCIL</b></p>
<p><b>KEEP AS IS</b></p>	<p><b>SECTION 3.01 NUMBER, SELECTION AND TERM</b></p> <p>The legislative and governing body of the City shall consist of a Mayor and seven (7) Council members and shall be known as the "Council of the City of Lake Worth".</p> <ol style="list-style-type: none"> <li>a. The Mayor shall be elected at large by the highest number of votes of the qualified voters voting at the election.</li> <li>b. The seven (7) Council members shall be elected to individual places, designated by number, from the City at large and each shall be elected by the highest number of votes of the qualified voters voting at the election.</li> <li>c. The Mayor and each Council member shall hold his or her office for a period</li> </ol>







<p><b>KEEP AS IS</b></p>	<p><b>SECTION 3.11 ABSENTEEISM</b></p> <p>A Council member shall forfeit office if (1) the member fails to attend three (3) consecutive regular meeting unless the absence is caused by illness or by the illness of a family member; or (2) fails to maintain a seventy-five percent (75%) attendance record, unless an absence is caused by illness or by the illness of a family member, for each elected year, including all scheduled budget and special meetings. Upon a forfeiture of office as provided herein, the Council must declare a vacancy at its next regular meeting and shall fill the vacancy as set forth in this Charter.</p>
<p><b>ADD NEW SECTION PROHIBITIONS</b></p>	<p><b><u>SECTION 3.12 PROHIBITIONS</u></b></p> <p><u>a). Except where authorized by law or by this Charter, no Mayor or Council Member may hold any other City office or City employment during his or her term as Mayor or Council Member. No former Mayor or Council Member may hold any compensated City appointive office or City employment until one year after the expiration of the term for which they were elected or appointed to the City Council.</u></p> <p><u>b). Members of the City Council may not in any way dictate the appointment or removal of the City administrative officers or employees whom the City Manager or any of the City Manager's subordinates are empowered to appoint. The City Council, at a meeting called for that purpose, may express its views and fully and freely.</u></p>
	<p style="text-align: center;"><b>ARTICLE IV NOMINATIONS AND ELECTIONS</b></p>
<p><b>KEEP AS IS</b></p>	<p><b>SECTION 4.01 ELECTIONS</b></p> <p>The regular City election shall be held in accordance with the laws of the State of Texas regulating the holding of municipal elections and in accordance with the Charter and ordinances or resolutions adopted by the Council for the conduct of elections. Officers will be elected to fill those offices which become vacant that year. The City Council shall fix the hours and place for holding such election. The City Council may, by resolution or ordinance, order a special election, fix the time and place for holding same and provide all means for holding such special election, in accordance with State law.</p>
<p><b>KEEP AS IS</b></p>	<p><b>SECTION 4.02 FILING FOR OFFICE/PROCEDURES</b></p> <p>(a) Each candidate for an elective office shall meet the qualifications set forth in Section 3.02.</p> <p>(b) Any person so qualified who desires to become a candidate for</p>

	election shall file an application with the City Secretary, in accordance with the Texas Election Code.
<b>ADD DRAFT LANGUAGE</b> <b>8.03 (2)</b>  <b>NEW</b>	<b>SECTION 4.03 THE OFFICIAL BALLOT</b>  <p>The names of all candidates for office, except such as may have withdrawn, died or become ineligible, shall be printed on the official ballots without party designations in the order determined in a drawing of lots conducted by the City Secretary in accordance with State Law. Each candidate shall be given notice of the time and place of the drawing.</p> <p><u>If two or more candidates have the same surname, their residence addresses must be printed with their names on the ballot.</u></p>
<b>KEEP AS IS</b>	<b>SECTION 4.04 LAWS GOVERNING CITY ELECTIONS</b>  <p>All city elections shall be governed, except as otherwise provided by this Charter, by the laws of the State of Texas governing general and municipal elections.</p>
<b>REMOVE</b>          <b>REPLACE WITH OFFICIAL RESULTS DRAFT LANGUAGE</b>	<p><del><b>SECTION 4.05 CONDUCTING AND CANVASSING ELECTIONS</b></del></p> <p><del>The election judges and other necessary election officials for conducting all such elections shall be appointed by the City Council. The election judges shall conduct the elections, determine, record and report the results as provided by the general election laws of Texas. The City Council shall meet in an open meeting to canvass and officially declare the results of the election as to candidates and questions, and issue certificates of election to candidates elected as provided by State law.</del></p> <p><b><u>SECTION 4.05 OFFICIAL RESULTS</u></b></p> <ol style="list-style-type: none"> <li><u>1. The returns of every municipal election must be handled in accordance with the Texas Election Code.</u></li> <li><u>2. The City Council shall meet in an open meeting to canvass and officially declare the results of the election as to candidates, and issues certificates of election to candidates elected as provided by State Law.</u></li> </ol>
<b>KEEP AS IS</b>	<b>SECTION 4.06 OATH OF OFFICE</b>  <p>Every officer of the City, whether elected or appointed, before entering upon the duties of the officer's office, shall take the oath of office prescribed by the Texas Constitution.</p>

**ARTICLE V  
FINANCE**

**KEEP AS IS**

**SECTION 5.01 BUDGET**

The City Council shall adopt a budget for each fiscal year.

(a) The fiscal year shall begin on the first day of October and end on the last day of the following September.

(b) The City Manager shall submit to the City Council a balanced budget for the ensuing fiscal year designed to meet the goals and objectives of the City Council and provide a budget message as prescribed by State Law.

(c) The budget shall contain the following:

(1) Comparative figures for the estimated income and expenditures for the ensuing fiscal year compared to the combination of: Actual income and expenditures through the latest complete accounting period that information is available for at the commencement of budget preparation, and the estimated income and expenditures for the incomplete portion of the current fiscal year.

(2) The proposed expenditures of each office, department, or function.

(3) A schedule showing the debt service requirement due on all outstanding indebtedness and on any proposed debt.

(4) The source or basis of the estimates.

(5) The total of the proposed expenditures which shall not exceed the total estimated income and the balance of available funds.

(6) Such other information as may be required by the Council or deemed desirable by the City Manager.

(d) The Council shall hold one or more public hearings, as prescribed by State Law, on the proposed budget prior to the final adoption.

(e) During the fiscal year, the City Council shall have the power to make budget adjustments. Expenditures that could not, by reasonable thought and attention, have been included in the original budget, may be authorized by the City Council. All such authorizations by the City Council shall be filed as amendments to the original budget, including the reasons for such amendments.

(f) Defects in the form or preparation of the budget or the failure to perform any procedural requirements shall not invalidate any tax levy, nor shall it invalidate the tax roll.

<b>KEEP AS IS</b>	<p><b>SECTION 5.02 FAILURE TO ADOPT A BUDGET</b></p> <p>If the Council fails to adopt the budget by the beginning of the fiscal year, the amounts appropriated for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month to month basis with all items in it pro-rated accordingly until such time as the Council adopts a budget for the ensuing fiscal year.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 5.03 ANNUAL AUDIT</b></p> <p>The City Council shall conduct an independent annual audit of all accounts and other financial records of the City as prescribed by State Law. The personnel of the firm conducting the audit shall not hold any public office in the City nor have any personal interest, direct or indirect, in the fiscal affairs of the City government or any of its offices. After completion of any audit of the City, the auditor shall prepare a report, and shall submit the report to the City Council, within the timeframe required by state law. The City shall provide copies of the audit report to the public upon request for the same fee charged to those seeking copies of documents under the Texas Public Information Act.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 5.04 AUTHORITY TO INCUR INDEBTEDNESS</b></p> <p>The City Council shall have the power to incur, create, refund and refinance indebtedness and borrow money for public purposes; to issue special or general obligation bonds, revenue bonds, funding and refunding bonds, tax anticipation notes, time warrants, certificates of obligation and other evidences of indebtedness and to secure and pay the same in the manner and in accordance with the procedures provided and required by State law.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 5.05 MUNICIPAL TAXES</b></p> <p>All taxes due the City shall be payable at the office of the Tax Collector, who shall be designated by the Council, and may be paid at any time after the tax rolls for the year have been completed and approved, which shall be no later than October 1st. Taxes shall be paid on or before January 31st, of each year following the year for which the taxes are levied, and all such taxes not paid on or prior to such date shall be deemed delinquent and shall be subject to such penalty and interest as prescribed by State Law. The Council may provide further by ordinance all taxes, whether current or delinquent, due the city may be paid by installments. Failure to levy and assess taxes through omission, in preparation of the approved tax roll, shall not relieve the person, firm, or corporation so omitted from obligation to pay such current or past due taxes as shown to be payable by recheck of the rolls and receipt for the years in question.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 5.06 POWER TO TAX</b></p> <p>The Council shall have the power to levy, assess, and collect taxes on property within the territory of the City for any municipal purpose.</p>



<b>KEEP AS IS</b>	<p><b>SECTION 5.07 APPRAISAL AND ASSESSMENT OF REAL PROPERTY</b></p> <p>All taxable property situated within the corporate limits of the City on the first day of January of each year, not expressly exempted by law, shall be subject to yearly taxation by the City. As prescribed by State Law, the assessed value of such property shall be One Hundred (100) percent of its appraised value on January 1 as determined by the Tarrant Appraisal District or its successor.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 5.08 TAX RATE</b></p> <p>The tax rate shall be calculated, publicized and adopted in accordance with State law.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 5.09 TAX EXEMPTIONS AND ABATEMENTS</b></p> <p>(b) The City Council may pass, by ordinance, exemptions and abatements as provided by State Law. Exemptions and abatements shall include, but not be limited to, over 65 exemptions, disabled exemptions, and abatements.</p> <p>(b) The Tarrant Appraisal District shall prescribe the method and manner in which such exemptions may be secured by qualified property owner(s) according to State Law.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 5.10 TAX PAYMENTS</b></p> <p>All taxes due the City shall be payable in legal tender to the City or its agent, and shall become due and payable upon receipt of the tax bill. Such taxes shall be delinquent if not paid before February 1 of the year following the year in which imposed. The interest and penalty on delinquent taxes shall be assessed as provided by State Law.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 5.11 TAX LIENS AND LIABILITY</b></p> <p>On January 1 of each year, a tax lien in favor of the City attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed for the year on that property, whether or not the taxes are imposed in the year the lien attaches. The lien shall have priority over all other claims except as provided by law. In addition to the lien herein provided, the owner of the property subject to taxation by the City shall be personally liable for the taxes due thereon for such year.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 5.12 OTHER RULES AND REGULATIONS</b></p> <p>Except as otherwise provided by law or this Charter, the City Council shall have the power to provide by ordinance such rules, regulations and procedures to enforce and facilitate the collection by and payment to the Tax Collector of all taxes due the City as it may deem expedient, and may provide such penalty and interest as prescribed by State law for the failure to pay such taxes.</p>

	<p style="text-align: center;"><b>ARTICLE VI</b> <b>RECALL OF OFFICERS</b></p>
<b>KEEP AS IS</b>	<p><b>SECTION 6.01 SCOPE OF RECALL</b></p> <p>Any City official, elected by the people, shall be subject to recall and removal from office by the qualified voters of the City on grounds of incompetence, misconduct, or malfeasance in office.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 6.02 PETITION FOR RECALL</b></p> <p>Before the question of recall of such officer shall be submitted to the qualified voters of the City, a petition demanding such questions to be so submitted shall first be filed with the person performing the duties of City Secretary; which said petition shall be signed by qualified voters of the City equal in number to at least 25% of the number of votes cast at the last regular municipal election of the City, but in no event less than 250 such petitioners. Each signer of such recall petition shall personally sign the signer's name thereto in ink or indelible pencil, and shall write after the signer's name the signer's place of residence, giving name of street and number, or place of residence, and shall also write thereon the day, the month and year the signer's signature was affixed. The petitioner's shall designate one contact person for communication with the City and to receive all notices.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 6.03 FORM OF RECALL PETITION</b></p> <p>The recall petition mentioned above must be addressed to the City Council of the City of Lake Worth, must distinctly and specifically point out the ground or grounds upon which such petition for removal is predicated and whether such ground or grounds are deemed to constitute incompetence, misconduct, or malfeasance in office, and shall specifically state each ground with such certainty as to give the officer sought to be removed notice of the matters and things with which the officer is charged. The signature shall be verified by oath in the following form:</p> <p>"STATE OF TEXAS ) COUNTY OF TARRANT" )</p> <p>I, _____, being first duly sworn, on oath depose and say that I am one of the signers of the above petition; and that the statements made therein are true, and that each signature appearing thereto was made in my presence on the day and date it purports to have been made, and I do solemnly swear that the same is the genuine signature of the person whose name it purports to be.</p> <p style="text-align: right;">_____ Signature</p>

	<p>Mailing Address:</p> <p>_____</p> <p>_____</p> <p>Sworn to and subscribed before me this _____ day of _____, ____.</p> <p>_____ Notary Public in and for Tarrant County, Texas</p>
<b>KEEP AS IS</b>	<p><b>SECTION 6.04 VARIOUS PAPERS CONSTITUTING PETITION</b></p> <p>The petition may consist of one or more copies, or subscription lists, circulated separately, and the signature thereto may be upon the paper or papers containing the form of petition, or upon other papers attached thereto. Verifications provided for in the next section of this article may be made by one or more petitioners, and the several parts or copies of the petition may be filed separately and by different persons; but no signature to such petition shall remain effective or be counted which was placed thereon more than forty-five (45) days prior to the filing of such petition or petitions with the person performing the duties of City Secretary. All papers comprising a recall petition shall be filed with the person performing the duties of City Secretary on the same day, and the said Secretary shall immediately notify, in writing, the officer so sought to be removed, by mailing such notice via certified mail to the officer's mailing address.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 6.05 PROCEDURE AFTER FILING PETITION FOR RECALL</b></p> <p>(a) Review by City Secretary. Upon the filing of a petition, the City Secretary shall review the petition to determine the existence of the requisite number of signatures of qualified voters and whether the form of the petition complies with the provisions of this Charter and State law. The City Secretary shall also review the petition to determine the genuineness of the signatures.</p> <p>(b) Within ten (10) business days after the petition is filed, the City Secretary shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the contact person for the petitioner's by certified mail as indicated in the oath for the petition.</p> <p>(c) If a petition is certified sufficient and in compliance with the terms of this Charter and State law, the City Secretary shall immediately notify the Council member whose removal is sought and provide the Council member with a copy of the petition.</p>
<b>REPLACE 5 BUSINESS DAYS WITH 21 DAYS</b>	<p><b>SECTION 6.06 PRESENTATION OF PETITION TO CITY COUNCIL</b></p> <p>Within <del>five (5) business</del> twenty-one (21) days after the date of certifying the petition as sufficient, the person performing the duties of the City Secretary shall present such petition to the City Council of the City of Lake Worth at a regular</p>

	meeting or special meeting called for that purpose.
<b>KEEP AS IS</b>	<p><b>SECTION 6.07 OPEN MEETING TO BE HELD</b></p> <p>The officer whose removal is sought may, within five (5) business days after such recall petition has been presented to the City Council, request an opportunity to appear before the City Council at a meeting to be held in accordance with the Texas Open Meetings Act or successor law, to present facts pertinent to the charges specified in the recall petition. In this event, the City Council shall hold said meeting not less than five (5) business days nor more than fifteen (15) business days after receiving the request for an open meeting.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 6.08 ELECTION TO BE CALLED</b></p> <p>If the officer whose removal is sought does not resign within seven business (7) days after the certified petition is presented to the Council or the date of the open meeting whichever occurs later, the City Council, at its next regular meeting or at a specially called meeting, shall order a recall election to be held on the first uniform election date occurring on or after the 35th day after the date the election is ordered.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 6.09 BALLOTS IN RECALL ELECTION</b></p> <p>Ballots used at recall elections shall conform to the following requirements:</p> <p>(a) With respect to each person whose removal is sought, the questions shall be submitted:</p> <p>“Shall (Name of Person) be removed from the office of (Name of Office) by recall?”</p> <p>(b) Immediately to the left of each such question there shall be printed the following words, one above the other, in the order indicated:</p> <p>“YES” “NO”</p>
<b>KEEP AS IS</b>	<p><b>SECTION 6.10 RESULT OF RECALL ELECTION</b></p> <p>If a majority of the votes cast at a recall election shall be against the recall of the person named on the ballot, the officer shall continue in office for the remainder of the officer’s unexpired term, subject to recall as before. If a majority of the votes cast at such an election be for the recall of the person named on the ballot, the officer shall, regardless of any technical defects in the recall petition, be deemed removed from office and the vacancy shall be filled as vacancies in the City Council are filled.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 6.11 RECALL, RESTRICTION THEREON</b></p> <p>No recall petition shall be filed against any officer of the City of Lake Worth within</p>

	six (6) months after the officer's election, nor within six (6) months after an election for such officer's recall.
<b>KEEP AS IS</b>	<p><b>SECTION 6.12 FAILURE OF CITY COUNCIL TO ACT</b></p> <p>In case all of the requirements of this Charter shall have been met and the City Council shall fail or refuse to receive the recall petition, or order such recall election, or discharge any other duties imposed upon said City Council by the provisions of this Charter with reference to such recall, then the County Judge of Tarrant County, Texas, shall discharge any of such duties herein provided to be discharged by the person performing the duties of City Secretary or by the City Council.</p>
	<p style="text-align: center;"><b>ARTICLE VII</b></p> <p style="text-align: center;"><b>FRANCHISE AND PUBLIC UTILITIES</b></p>
<b>KEEP AS IS</b>	<p><b>SECTION 7.01 POWERS OF THE CITY</b></p> <p>In addition to the City's power to buy, own, construct, maintain, and operate utilities, within or without the city limits, and to manufacture and distribute electricity, gas, or anything else that may be needed or used by the public, the City shall have further powers as may now or hereafter be granted under the constitution and laws of the State of Texas.</p>
<b>KEEP AS IS</b>	<p><b><u>SECTION 7.02 INALIENABILITY OF CONTROL OF PUBLIC PROPERTY</u></b></p> <p><u>The sole right of control, easement, use, ownership of and title to the public streets, sidewalks, highways, bridges, alleys, public places, and other real property of the City is hereby declared to be inalienable, except by ordinance adopted by a majority of the City Council.</u></p>
<b>REPLACE WITH WORDING WITH PUBLICATION OF CAPTION</b>	<p><b>SECTION 7.03 FRANCHISE: POWER OF CITY COUNCIL</b></p> <p>The City Council shall have power to grant, amend, renew or extend by ordinance all franchises of all public utilities of every character operating within the City of Lake Worth, and for such purposes is granted full power. All ordinances granting, amending, renewing, or extending franchises for public utilities shall be voted on at two separate regular meetings of the City council and shall not be finally passed until at least fifteen (15) days after the first reading; and no such ordinance shall take effect until thirty (30) days after its final passage; and pending such time, the full text of such ordinance shall be posted on the bulletin board at the City Hall of the City of Lake Worth, and <del>the expense of such publication of the caption</del> shall be borne by the proponent of the franchise. No public utility franchise shall be transferable except to persons, firms or corporations taking all or substantially all of the holder's business in the City of Lake Worth and except upon approval of an ordinance by the Council in accordance with this Section.</p>

<b>KEEP AS IS</b>	<p><b>SECTION 7.04 FRANCHISE VALUE NOT TO BE ALLOWED</b></p> <p>In fixing reasonable rates and charges for utility service within the City and in determining the just compensation to be paid by the City for public utility property which the City may acquire by condemnation or otherwise, the value of any franchise granted by the City under this Charter shall not be considered.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 7.05 RIGHT OF REGULATION</b></p> <p>(A) All grants, renewals, extensions, or amendments of public utility or other franchises, whether it be so provided in the ordinance or not, shall be subject to the right of the City:</p> <p>(1) To repeal the same ordinance at any time for failure to begin construction or operation within the time prescribed or for failure otherwise to comply with the terms of the franchise, such power to be exercised only after due notice and hearing.</p> <p>(2) To require an adequate and reasonable extension of plant and service, and the maintenance of the plant and fixtures at the standard necessary to render the highest reasonable quality of utility service to the public.</p> <p>(3) To establish reasonable standards of service and quality of products and prevent discrimination in service or rates.</p> <p>(4) To impose such reasonable regulations and restrictions as may be deemed desirable or conducive to the safety, welfare, and accommodation of the public.</p> <p>(B) Whether or not it is stated in the franchise ordinance, the franchisee shall restore at the franchisee's expense, all public or private property to a condition equally as good as or better than before disturbed by construction, repair, or removal. The franchise holder, in operating and refilling of all earth openings, shall re-lay the pavement and do all other work necessary to complete restoration of streets, sidewalks or grounds to a condition equally as good or better as when disturbed.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 7.06 EXTENSIONS</b></p> <p>All extensions of public utilities within the city limits shall become a part of the aggregate property of the public utility, shall be operated as such, and shall be subject to all the obligations and reserved rights contained in this Charter and in any original grant hereafter made. The right to use and maintain any extension shall terminate with the original grant and shall be terminable as provided in Section 7.05. In case of an extension of public utility operated under a franchise hereafter granted, such right shall be terminable at the same time and under the same conditions as the original grant.</p>

<b>KEEP AS IS</b>	<p><b>SECTION 7.07 OTHER CONDITIONS</b></p> <p>All franchises heretofore granted are recognized as contracts between the City and the grantee, and the contractual rights as contained in any such franchises shall not be impaired by the provisions of this Charter, except that the power of the City to exercise the right of eminent domain in the acquisition of any utility property is in all things reserved, and except in the general power of the City heretofore existing and herein provided for the right to require adequate and reasonable extension of plant and service and the maintenance of the plant fixtures at standards required to adequately serve the public. Every public utility franchise hereafter granted shall be held subject to all the terms and conditions contained in the various sections of this article, whether or not such terms are specifically mentioned in the franchises. Nothing in this Charter shall operate to limit in any way, as specifically stated, the discretion of the Council or the electors of the City in imposing terms and conditions as may be reasonable in connection with any franchise grant, including the right to require such compensation or rental as may be permitted by the laws of the State of Texas.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 7.08 EXCLUSIVENESS OF FRANCHISES</b></p> <p>No grant or franchise to construct, maintain, or operate a public utility and no renewal or extension of such grant shall be exclusive.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 7.09 REGULATION OF RATES AND SERVICE</b></p> <p>The City Council shall have full power, after due notice and hearing, to regulate by ordinance the rates and service of every public utility operating in the City, and in this connection, the City shall have such regulatory powers as may now or hereafter be granted under the Constitution and laws of the State of Texas.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 7.10 RECORDS AND ACCOUNTS</b></p> <p>The City Council shall periodically examine, and may, if deemed appropriate, request and audit the records of all franchise holders and municipally owned public utilities. The City Council shall also demand that all franchise holders and municipally owned public utilities keep a standard system of accounting and furnish reports on the local operations of the utility. Such reports shall be prepared in such form and contain such information as the City Council shall prescribe.</p>
	<p style="text-align: center;"><b>ARTICLE VIII ADMINISTRATION</b></p>
<b>KEEP AS IS</b>	<p><b>SECTION 8.01 CITY MANAGER</b></p> <p>(a) The City Council shall appoint a City Manager, who shall be the chief administrative officer of the City. The City Manager shall be responsible to the City Council for the proper administration of all the affairs of the City and shall perform such other duties as the City Council shall assign to the City</p>

Manager, and those elsewhere provided for in this Charter. The City Manager may appoint an Assistant City Manager to act on the City Manager's behalf.

(b) The City Manager shall be the chief administrative officer and head of the administrative branch of the City. The City Manager shall be responsible to the Council for the proper administration of all the affairs of the City and to that end shall have the power and be required to:

(1) In cooperation with the City Attorney, to see that all State laws and City ordinances are effectively enforced.

(2) Appoint, suspend and/or remove all or any one of the heads of departments and all subordinate officers and employees of the City.

(3) Exercise control over all departments and subdivisions thereof created by this Charter, or that may hereafter be created by the Council, except as hereinafter provided.

(4) See that all terms and conditions imposed in favor of the City or its inhabitants in any public utility franchise are faithfully kept and performed, and upon knowledge of any violation thereof to call the same to the attention of the City Attorney, whose duty it shall be to take such steps as may be necessary to enforce the same.

(5) Attend all meetings of the Council except when excused by the Council.

(6) Prepare a proposed budget annually and submit it to the Council each year.

(7) Administer the budget of the City.

(8) Prepare and submit to the Council at the end of the fiscal year a complete report on the finances and administrative activities of the City for the preceding year.

(9) Keep the Council advised of the financial condition and future needs of the City and make such recommendations as may seem to the City Manager advisable.

(10) Prepare personnel rules subject to the approval of the Council.

(11) Execute contracts, deeds, conveyances, and other legal documents approved by the Council.

(12) Perform such other duties as may be prescribed by this Charter or required of the City Manager by the Council.



<b>KEEP AS IS</b>	<p><b>SECTION 8.02 CITY SECRETARY</b></p> <p>The City Secretary shall be the clerical officer of the City Council, and shall keep the minutes, agendas, ordinances, attendance records, and other official records of the City Council and the City. The City Secretary shall be the custodian of the official seal of the City, and shall have such other duties and powers prescribed in this Charter and by the City Council.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 8.03 CITY ATTORNEY</b></p> <p>The City Council shall appoint a competent and duly licensed Attorney practicing law in Tarrant County, Texas, who shall be the City Attorney. The City Attorney shall receive for the City Attorney's services such compensation as may be fixed by the City Council and shall hold the City Attorney's office at the pleasure of the City Council. The City Attorney, or such other attorneys selected by the City Attorney with the approval of the City Council, shall represent the City in all litigation and other legal matters involving the City. The City Attorney shall be the legal advisor of, and attorney and Counsel for, the City and all departments thereof.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 8.04 SPECIAL COUNSEL</b></p> <p>The City Council shall have the authority to retain special counsel for specific purposes.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 8.05 MUNICIPAL COURT OF RECORD</b></p> <p>There shall be established and maintained a court, designated as the municipal court of record of the City of Lake Worth for the trial of misdemeanor offenses, with all such powers and duties as are now or hereafter may be prescribed by laws of the State of Texas relative to municipal courts.</p>
<b>REMOVE</b>	<p><b>SECTION 8.06 JUDGE OF THE MUNICIPAL COURT</b></p> <p><del>The judge of the municipal court shall be appointed by the City Council for a term of two years. The judge shall be a resident of this state, a citizen of the United States, and an attorney in good standing licensed to practice in the State of Texas, with two or more years experience in the practice of law in this State. The Council shall fix the compensation for the judge in accordance with State law and such compensation shall never be based on the fines assessed or collected. Removal of the judge shall be at the discretion of the Council by a majority vote of the City Council taken after an opportunity for a public hearing.</del></p>
<b>REPLACE WITH DRAFT LANGUAGE</b>	<ol style="list-style-type: none"> <li>1. <u>The City Council must establish and cause to be maintained a Municipal Court. The Court has all the power and duties as are now, or as may be, prescribed by state law.</u></li> </ol>

	<p>2. <u>The judge of the municipal court shall be appointed by the City Council for a term of two years. The judge shall be a resident of this state, a citizen of the United States, and an attorney in good standing licensed to practice in the State of Texas, with two or more years' experience in the practice of law in this State. The Council shall fix the compensation for the judge in accordance with State law and such compensation shall never be based on the fines assessed or collected. Removal of the judge shall be at the discretion of the Council by a majority vote of the City Council.</u></p> <p>3. <u>The Clerk and all deputy clerks of the Municipal Court have the power to administer oaths, certify affidavits, make certificates, affix the seal of the Court, and perform all usual and necessary clerical acts in conducting the business of the Court including but not limited to, the keeping of records and accounts of the Municipal Court.</u></p>
<b>KEEP AS IS</b>	<p><b>SECTION 8.07 ABSENCE OF JUDGE</b></p> <p>The Council may appoint one or more alternate Judge(s) who shall have the same qualifications of Municipal Judge and who shall receive such salary as may be fixed by the Council. In case of the temporary disability or absence of the Judge of the Municipal Court, the alternate Judge(s) shall have authority to act as Judge of said court. The Council shall by appointment fill a vacancy in the office of the Judge for the remainder of the unexpired term.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 8.08 MUNICIPAL COURT CLERK/COORDINATOR</b></p> <p>There shall be a Municipal Court Coordinator appointed by the City Manager. The Municipal Court Coordinator, and such deputies as the coordinator may appoint, shall act as Municipal Clerk and shall have the power to administer oaths and affidavits, make certificates, affix the seal of the court thereto and generally do and perform any and all acts usual and necessary performed by clerks and deputies of municipal courts.</p>
<b>KEEP AS IS</b>	<p style="text-align: center;"><b>ARTICLE IX</b> <b>MISCELLANEOUS PROVISIONS</b></p> <p><b>SECTION 9.01 NEPOTISM</b></p> <p>No person related within the second degree by affinity or within the third degree by consanguinity, to the Mayor, or to any member of the City Council or to the City Manager, shall be appointed to any paid office, position, clerkship or service of the City.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 9.02 INDEMNIFICATION OF OFFICERS</b></p> <p>The Council may by appropriate ordinance, provide for the indemnification and defense of the officers and employees of the City, including members of the</p>

	<p>Council, or any board, commission, or committee, including volunteers, against any loss, cost, or expense, including court costs and attorneys' fees, to the extent allowed by law, arising out of any claim, suit, or judgment, or settlement thereof, resulting from any alleged negligent act or omission of such officer, employee, member, or volunteer during the discharge of his or her duties and within the scope of his or her office, employment, membership, or assigned voluntary position with the City, or in any other case where the City is directed or authorized by law to do so, provided however, that such indemnification will not be provided for any act arising out of the intentional or knowing violation of any penal statute or ordinance arising out of any conduct determined by final judgment to be an act of fraud or to have been taken with the intent to deceive or defraud, or for any personal or private business of such officer, employee, member or volunteer, or for the gross negligence or official misconduct, or willful or wrongful act or omission of such officer, employee, member or volunteer.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 9.03 PRESERVATION OF CONTRACT RIGHTS</b></p> <p>All contracts entered into by the City of Lake Worth or for its benefit, prior to the taking effect of this Charter, shall continue in full force and effect. All rights, immunities, powers, privileges and franchises now possessed by said City shall also continue in full force and effect.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 9.04 PARTIAL INVALIDITY</b></p> <p>If any section or part of section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such section or part of section so held invalid may appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 9.05 AMENDMENT OF CHARTER</b></p> <p>The City Manager shall, at least once every five (5) years, review the Charter and make recommendations to the City Council for proposed Charter amendments, if any. Amendments to this Charter may be framed and submitted to the voters of the City in the manner provided by State law.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 9.06 CONSTRUCTION</b></p> <p>The use of the singular number includes the plural, and the plural the singular, words used in the masculine gender include the feminine also, and reference to the City Council or Council member shall include the Mayor, unless by reasonable construction, it appears that such was not the intention of the language of this Charter. All references to State law, or the laws of the State of Texas, however expressed, shall mean as presently enacted or hereinafter enacted or amended.</p>

<b>KEEP AS IS</b>	<p><b>SECTION 9.07 PRESENT ORDINANCES</b></p> <p>All ordinances of the City of Lake Worth now in existence and not inconsistent with the provisions of this Charter shall remain in full force and effect until altered, amended or repealed by the City Council. If parts of ordinances now in existence are inconsistent with the provisions of this Charter, then such parts are hereby repealed, but the remaining parts of such ordinances shall remain in full force and effect until altered, amended or repealed by the City Council.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 9.08 SPECIAL PROVISION COVERING DAMAGE SUITS</b></p> <p>Before the City shall be liable for a claim or suit for personal injury or damage to property, the person who is injured or whose property is damaged, or someone on the person's behalf, shall give the City Manager or the City Manager's designee notice in writing duly verified within thirty (30) days after the occurring of the alleged injury or damage was sustained, and setting forth the extent of the injury or damage as accurately as possible, and giving the names and addresses of all witnesses and upon whose testimony such person is relying to establish the injury or damage. No action at law shall be brought against the City for personal injury or damage to property prior to the expiration of sixty (60) days after the notice hereinbefore described has been filed with the City Manager or the City Manager's designee.</p>
<b>KEEP AS IS</b>	<p><b>SECTION 9.09 WHEN GENERAL LAW APPLICABLE</b></p> <p>The general laws of the State of Texas and ordinances of the Council shall furnish the authority for the power and exercise thereof and control all matters to the extent not specifically and completely covered by this Charter. In the event that City Charter and State Law conflict, State Law provisions shall supersede with the exception of when there is a more restrictive timeline and/or guideline.</p>

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**Lake Worth City Council Meeting – December 11, 2018**

**Agenda Item No. F.5**

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**FROM:** Stacey Almond, City Manager

**ITEM:** Update on the City of Lake Worth's Records Management Program.

**SUMMARY:**

On June 12, 2018, City Council authorized a part-time internship position to assist in the implementation of the City's Records Management Program.

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.

A presentation on the Records Management Program will be given by Records Intern Kaitlin Easum.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

1. Records Management presentation

**RECOMMENDED MOTION OR ACTION:**

No action is needed from Council, staff only wants to provide Council an update on the project.

# Records Management

By Kaitlin Easum



# History of Records Management

- Ordinance #417
  - Adoption of Records Management Program and Records Management Officer
- Ordinance #668
  - Adoption of the Texas State Library Records Archives
- Hired in July to assist in the Records Management Program





# Importance of Records Management

- Open Records Requests
- Being able to find documents when you need them
- Document retention is written in law



# Implementation

- Going from department to department
- Began with Administrative Records



# Administration Department

- Cleared out main filing drawers in the department
- All documents now organized on Laserfiche
- Duplicate copies of records have been shredded



# Tonnage of Records Removed

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



# Photos of Progress





# Going Forward

- Records in Planning and Finance
  - Focus on backlog of liens
  - Focus on digitizing city-wide plans

