



CITY OF LAKE WORTH

CITY COUNCIL AGENDA

**3805 ADAM GRUBB
LAKE WORTH, TEXAS 76135
TUESDAY, APRIL 11, 2017**

The Lake Worth City Council meeting will take place immediately following the 6:00 p.m. April 11, 2017 Crime Control and Prevention District Board meeting.

REGULAR MEETING: 6:15 PM

Held in the City Council Chambers

A. CALL TO ORDER

A.1 ROLL CALL

A.2 INVOCATION AND PLEDGE OF ALLEGIANCE

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

No items for this category.

A.4 CITIZENS PRESENTATION / VISITOR COMMENTS

The City Council is always pleased to have citizens attend its meetings and welcomes comments during the Citizen/Visitor Comments section of the meeting; however, pursuant to the Texas Open Meetings Act, Council cannot deliberate or vote on issues not posted on the agenda. Therefore, those types of items must be posted 72 hours prior to the City Council meeting. If it is not posted, no deliberation between Council members may occur; Council may only respond with specific factual information or recite existing policy. With the exception of public hearing items, at all other times during the Council meetings, the audience is not permitted to enter into discussion or debate on matters being considered by Council. Negative or disparaging remarks about City personnel will not be tolerated. Speakers are requested to sign up with the City Secretary prior to the presiding officer calling the meeting to order. Comments will be limited to five (5) 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 March 28, 2017 special City Council meeting.](#)

B.2 [Approve Finance Reports for the month of March 2017.](#)

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 an agreement for wastewater services between the City of Fort Worth and the City of Lake Worth effective May 9, 2017 through September 30, 2037.](#)

E.2 [Discuss and consider Ordinance No. 1078, amending Section 13.403 of the Code of Ordinances regarding water and wastewater system facility access fees.](#)

E.3 [Discuss and consider a contract with Raydon, Inc. for the 2017 Concrete Rehabilitation Project in an amount not to exceed \\$151,858.80.](#)

F. GENERAL ITEMS

F.1 [Discuss and consider approval of Pay Plan C, D, and E for Police and Fire Department employees.](#)

F.2 [Discuss and consider Resolution No. 1019, revising job descriptions for the Administrative Assistant-PD, Property/Evidence Technician, Records Technician, Telecommunications Supervisor and adding two new job descriptions for Administrative Assistant – FD and Driver Engineer.](#)

F.3. [Discuss and consider amending the Crime Control & Prevention District FY 2016/2017 budget and Ordinance No. 1079, amending the General Fund FY 2016/2017budget for Police and Fire Department employee pay plans.](#)

F.4 [Discuss and consider Resolution No. 1020, suspending the April 21, 2017 effective date of Oncor Electric Delivery Company's requested rate change.](#)

F.5 [Discuss and consider Resolution No. 1021, approving the sale of real property acquired at a delinquent tax foreclosure sale located at 2929 Huron.](#)

G. MAYOR AND COUNCIL ITEM(S)

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

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

H.1 ASSISTANT CITY MANAGER/DIRECTOR OF FINANCE

1. Report on the Annual Community Easter Egg Hunt.

H.2 PUBLIC WORKS

1. Coleson's FROG 5K event.
2. Update on City projects.

I. EXECUTIVE SESSION

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

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

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

No items for this category.

K. ADJOURNMENT

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

Certification

I do hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, 3805 Adam Grubb, City of Lake Worth Texas in compliance with Chapter 551, Texas Government Code on Friday, April 7, 2017 at 3:00 p.m.

City Secretary

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

Lake Worth City Council Meeting – April 11, 2017

Agenda Item No. B.1

FROM: Monica Solko, City Secretary

ITEM: Approve minutes of the March 28, 2017 special City Council meeting.

SUMMARY:

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

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

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. March 28, 2017 Special City Council minutes

RECOMMENDED MOTION OR ACTION:

Approve minutes of the March 28, 2017 special City Council meeting.

**MINUTES OF THE SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS
HELD IN CITY HALL, COUNCIL CHAMBERS, 3805 ADAM GRUBB
TUESDAY, MARCH 28, 2017**

SPECIAL MEETING: 5:30 PM

A. CALL TO ORDER.

Mayor Bowen called the Council meeting to order at 5:30 p.m.

A.1 INVOCATION AND PLEDGE OF ALLEGIANCE.

Council member Stuard gave the invocation. Attendees recited the pledge of allegiance to the United States flag.

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
	Gene Ferguson	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
	Jimmy Womack	Police Chief
	Mike Christenson	Fire Chief

A.3 CITIZENS PRESENTATION / VISITOR COMMENTS

There were no requests to speak from the public.

A.4 REMOVAL OF ITEM(S) FROM CONSENT AGENDA

No items were removed from the consent agenda.

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

B.1 APPROVE MINUTES OF THE MARCH 14, 2017 REGULAR CITY COUNCIL MEETING.

COUNCIL MEMBER WHITE MADE A MOTION, SECONDED BY COUNCIL MEMBER PARSLEY, TO APPROVE THE CONSENT AGENDA AS PRESENTED.

MOTION TO APPROVE CARRIED 7-0.

C. GENERAL ITEMS

C.1 DISCUSS MARKET ADJUSTMENTS FOR POLICE AND FIRE DEPARTMENT EMPLOYEES.

City Manager Stacey Almond introduced the item. Staff has identified the need for a market adjustment in the Police and Fire Departments. The last market adjustment was presented and approved in FY 2008/2009. During the research phase staff surveyed seven (7) local municipalities for both Police and Fire. Ms. Almond introduced Fire Chief Christenson.

Fire Chief Mike Christenson presented a PowerPoint presentation. Chief Christenson explained the current employee structure and proposed structure of the Fire Department. The proposed structure includes title changes previously approved, a new part time Administrative Assistant, new/promotional Driver Engineers, future hire of additional fire fighters and a new Chief of Operations. Advancement opportunities include Fire Fighter to Engineer, to Captain and Division Chiefs which could attract higher qualified candidates and help retain personnel. By allowing increase in salaries and promotional opportunities it would give the Fire Department a competitive edge and greatly assist in recruitment.

Police Chief Jimmy Womack presented a PowerPoint presentation. Chief Womack explained the current department structure and proposed department structure. The proposed structure would include previously approved Detective Sergeant, Patrol Lieutenant for day and night shifts and a future Lieutenant position. Advancement opportunities include Sergeant to Lieutenant and Patrol to Sergeant which would create a more direct supervisor and training opportunity for patrol officers. By allowing salary increases the City can be more competitive in the market, assist with recruiting, and help retain talent with advancement opportunities.

Ms. Almond presented a PowerPoint presentation on market adjustment and budgetary summary. The strategy is to attract, hire, develop and retain the best people and compensate them for the value they create. Staff plans to present and implement a Competitive Employee Compensation Maintenance Program to address market factors

and other issues impacting compensation. The program would consist of: annual pay plan review (market) and pay for performance (merit based). Specific recommendation will be developed as part of the City Manager's proposed FY 2018 budget.

The proposed adjustments for the Police and Fire Department are based upon a 7% increase for all employees. This adjustment would affect twenty-three (23) Fire employees and thirty (30) Police employees (sworn/non-sworn). The proposed salary adjustments would be effective May 1, 2017. Funding the salary increases would come from increases in the sales tax projections for the General Fund and Crime Control & Prevention District. The estimated excess are amounts based on actual receipts through March 2017 and remaining months at FY 2015 amounts plus 5%. Staff is confident the annual impact will be sustained through the following: continued sales tax growth, FY 2017 is up 5.25% over FY 2016 and 13% over FY 2015 and increase in permits and new construction.

After discussion and questions from Council, direction was to bring back the item to the April 11, 2017 City Council meeting for further discussion and vote.

C.2 DISCUSS AND PROVIDE DIRECTION REGARDING THE REALLOCATION OF SALE AND USE TAX FROM ECONOMIC DEVELOPMENT CORPORATION AND THE STREET MAINTENANCE TAX TO THE GENERAL SALES TAX.

City Manager Stacey Almond presented a PowerPoint presentation to discuss reallocation of sale and use tax from Economic Development Corporation (EDC) and the Street Maintenance Tax to the General Sale Tax. On September 1, 2015, House Bill 157 went into effect which essentially removes the current caps on the dedicated sales taxes and authorizes a city to hold an election to reallocate sales tax revenue within the two percent local sales tax cap.

City of Lake Worth - CURRENT			City of Lake Worth - PROPOSED OPTION A		City of Lake Worth - PROPOSED OPTION B	
City's General Fund	1.00%	\$4,122,100	1.75%	\$7,213,675	1.50%	\$6,183,149
Economic Development Corp.	0.50%	\$2,061,050	0.00%	\$0.00	0.125%	\$515,263
Street Maintenance	0.25%	\$1,030,525	0.00%	\$0.00	0.125%	\$515,263
Crime Control District	0.25%	\$1,017,341	0.25%	\$1,017,341	0.25%	\$1,017,341
Total	2.00%	\$8,231,016	2.00%	\$8,231,016	2.00%	\$8,231,016

The proposed options can be combined in a different manor if Council so chooses as long as it is capped at the two percent. The reallocation of funds to the general fund

would free up the restrictions on the monies and Council would still have the option to use the money for street maintenance or economic development. The next uniform election date is November 7, 2017. The last day to order a special election for November is August 21, 2017. Any propositions approved for the reallocation of sales tax revenue would not go into effect until January 2018. If an election were held and the propositions failed; the EDC and Street Maintenance would remain as is and continue to receive the current percentage of sales tax.

After discussion and questions from Council, direction was given to hold a workshop in June to discuss further.

C.3 DISCUSS AND CONSIDER MAKING CITY HALL HOURS OF OPERATION OFFICIALLY MONDAY – FRIDAY, 8:00 A.M. – 5:00 P.M.
APPROVED

City Manager Stacey Almond presented the item. Council is being asked to consider changing the hours of operation for City Hall to Monday-Friday, 8:00 a.m.-5:00 p.m. In 2009 the hours of City Hall changed to 8:00 a.m.–6:00 p.m. to accommodate after hours' payments for utility billing and municipal court. With modern technology today, payment options for utility billing and municipal court are available 24/7 through the city's website. This change would also assist with coverage of personnel at the front counter and cross training with utility billing, municipal court and permits. Staff recommends approval of changing the City Hall hours of operation to officially Monday – Friday, 8:00 a.m.–5:00 p.m. The change would go into effect May 1, 2017 allowing ample time to inform customers and provide them with alternative options.

Council member Hill inquired about the employees working ten (10) hour days. Assistant City Manager Debbie Whitley explained the departments with employees still working ten (10) hour days provide coverage in their departments at all times. The request was only for customer service employees taking payments. Mayor Pro Tem Narmore stated he preferred that all employees minus public safety should be 8:00 a.m. to 5:00 p.m., Monday - Friday.

COUNCIL MEMBER HILL MADE A MOTION, SECONDED BY MAYOR PRO TEM NARMORE, TO APPROVE ALL CITY HALL EMPLOYEES HOURS OF OPERATION TO BE OFFICIALLY MONDAY-FRIDAY, 8:00 A.M. - 5:00 P.M.

MOTION TO APPROVE FAILED BY A VOTE OF 2-5; WITH COUNCIL MEMBER HILL AND MAYOR PRO TEM NARMORE VOTING FOR AND COUNCIL MEMBERS SMITH, WHITE, FERGUSON, PARSLEY AND STUARD VOTING AGAINST.

Mayor Bowen announced the motion failed and called for another motion.

COUNCIL MEMBER SMITH MADE A MOTION, SECONDED BY COUNCIL MEMBER FERGUSON, TO APPROVE MAKING CITY HALL OPERATIONAL HOURS OFFICIALLY MONDAY-FRIDAY, 8:00 A.M.- 5:00 P.M. WITH THE EXCEPTION OF STAFF WORKING TEN (10) HOUR DAYS.

MOTION TO APPROVE CARRIED BY A VOTE OF 5-2, WITH COUNCIL MEMBERS SMITH, WHITE, FERGUSON, PARSLEY AND STUARD VOTING FOR AND COUNCIL MEMBER HILL AND MAYOR PRO TEM NARMORE VOTING AGAINST.

D. EXECUTIVE SESSION

As authorized by Chapter 551 of the Texas Government Code, the City Council reserves the right to convene into executive session as necessary during the course of this meeting to discuss the following:

There was no Executive Session.

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

There was no Executive Session.

F. ADJOURNMENT

Mayor Bowen adjourned the meeting at 7:04 p.m.

CITY OF LAKE WORTH

Walter Bowen, Mayor

ATTEST:

Monica Solko, TRMC
City Secretary

City Council Meeting – April 11, 2017

Agenda Item No. B.2

From:

Debbie Whitley, ACM/ Director of Finance

Item:

Approve Finance reports for the month of March 2017.

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:

- Cash Position Report- all funds
- Cash and investment summary-all funds
- Expenditure Report-General Fund, EDC and Water/Sewer Fund
- Revenue Report-General Fund, EDC, Water/Sewer Fund and Debt Service Fund
- Sales Tax Revenue Report-General Fund
- Revenue, Expense and Cash Position Report-Park Improvement Fund
- Revenue and Expense Report-Street Maintenance Fund
- Revenue and Expense Report-Crime Control & Prevention District

Recommended Motion or Action:

Approve finance reports for the month of March 2017.

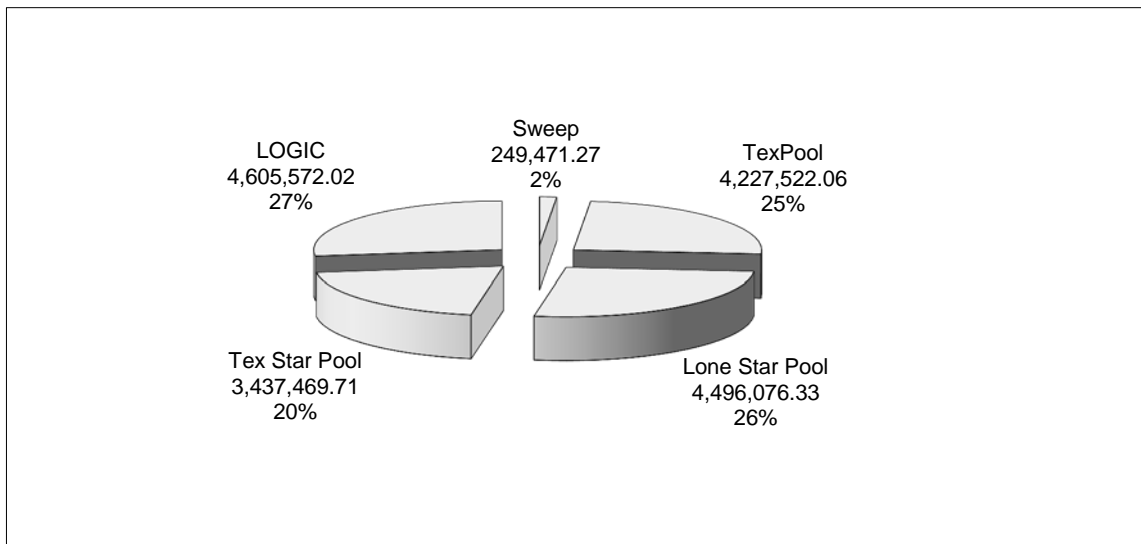
**CITY OF LAKE WORTH
CASH POSITION
As of Mar 31, 2017**

	Checking Account	TexPool	Lone Star Pool	TexStar	LOGIC	Total
General Fund	48,365.39	1,536,750.75	1,520,144.53	1,539,812.09	1,830,193.34	6,475,266.10
Park Fund	10,517.60	186,873.40			221,165.30	418,556.30
Child Safety Fund	16,152.93					16,152.93
Court Technology	11,306.81					11,306.81
Court Security Fund	23,327.13				36,241.09	59,568.22
Confiscated Property Fund	6,025.86					6,025.86
Street Maintenance	26,198.88	449,851.35	501,847.41	521,772.43	501,785.52	2,001,455.59
Crime Control	25,160.09	152,970.96	121,394.36	121,525.82		421,051.23
Economic Development		1,259,958.17	1,148,959.17		1,283,047.87	3,691,965.21
PEG Fund					60,977.44	60,977.44
Water/Sewer Fund	59,615.97	354,871.05	326,041.64		301,693.35	1,042,222.01
Debt Service	7,961.76	286,149.31	537,559.76			831,670.83
2008 CO Series		97.07		1,219,351.75		1,219,448.82
Hotel/Motel Tax Fund	14,838.85		340,129.46	35,007.62	370,468.11	760,444.04
Total All Cash & Invstments	249,471.27	4,227,522.06	4,496,076.33	3,437,469.71	4,605,572.02	17,016,111.39

CITY OF LAKE WORTH INVESTMENT ACTIVITY *As of Mar 31, 2017*

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	\$249,471.27
<i>(Funds covered by FDIC and Pledged Collateral by Bank of Texas)</i>	
Total Funds Held In TexPool	\$4,227,522.06
<i>(NAV \$1.00 per share, 4,227,522 shares; WAM 1 day)</i>	
Total Funds Held In Lone Star Pool	\$4,496,076.33
<i>(NAV \$1.00 per share, 4,496,076 shares; WAM 1 day)</i>	
Total Funds Held In TexStar Pool	\$3,437,469.71
<i>(NAV \$1.00 per share, 3,437,470 shares; WAM 1 day)</i>	
Total Funds Held In LOGIC	\$4,605,572.02
<i>(NAV \$1.00 per share, 4,605,572 shares; WAM 1 day)</i>	
Total All Funds	\$17,016,111.39



Prepared By: *Debbie Whitley*

Date: April 3, 2017

**CITY OF LAKE WORTH
EXPENDITURE REPORT
March 2017**

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
GENERAL FUND					
Mayor/Council	15,163.00	412.15	10,776.19	4,386.81	71%
Administration	1,340,555.00	79,547.78	515,082.35	825,472.65	38%
Police	2,225,223.00	142,141.78	981,030.78	1,244,192.22	44%
Fire	1,757,679.00	127,647.53	804,055.95	953,623.05	46%
Street	602,968.00	35,837.54	225,271.76	377,696.24	37%
Library	242,030.00	17,718.01	112,678.87	129,351.13	47%
Parks	385,483.00	27,993.06	162,153.96	223,329.04	42%
Maintenance Dept	191,342.00	12,964.22	89,018.80	102,323.20	47%
Senior Citizens	113,772.00	7,315.29	52,688.13	61,083.87	46%
Municipal Court	218,693.00	20,913.42	103,255.70	115,437.30	47%
Animal Control	97,026.00	6,047.44	36,662.14	60,363.86	38%
Emergency Management	14,400.00	18.52	10,463.13	3,936.87	73%
Permits & Inspections	356,331.00	25,239.03	163,603.10	192,727.90	46%
Information Technology	463,605.00	25,608.25	225,628.06	237,976.94	49%
Total General Fund	8,024,270.00	529,404.02	3,492,368.92	4,531,901.08	44%
EDC					
Administration	1,530,741.00	665,645.49	732,074.04	798,666.96	48%
Lake Worth Area Museum	4,670.00	232.70	970.10	3,699.90	21%
Total EDC	1,535,411.00	665,878.19	733,044.14	802,366.86	48%
WATER/SEWER FUND					
Administration	1,181,369.00	653,763.22	724,450.59	456,918.41	61%
Water Supply	965,039.00	54,684.07	276,252.95	688,786.05	29%
Water Distribution	339,827.00	19,304.05	120,265.43	219,561.57	35%
Sewer Department	1,173,131.00	108,466.02	359,981.37	813,149.63	31%
Total Water/Sewer	3,659,366.00	836,217.36	1,480,950.34	2,178,415.66	40%
TOTAL EXPENDITURES	13,214,377.00	2,031,266.87	5,705,393.30	7,508,983.70	43%

**CITY OF LAKE WORTH
REVENUE REPORT
March 2017**

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
GENERAL FUND					
Property Taxes	760,494.00	15,177.49	716,092.96	44,401.04	94%
Franchise Fees	455,000.00	107,879.79	239,623.21	215,376.79	53%
Sales and Beverage Taxes	3,994,000.00	271,040.19	1,791,560.59	2,202,439.41	45%
Fines and Warrants	512,525.00	48,227.33	231,325.52	281,199.48	45%
License & Permits	132,310.00	25,726.31	98,603.86	33,706.14	75%
Sanitation/Animal Control	184,685.00	15,465.10	93,204.05	91,480.95	50%
Investment Income & Misc	318,005.00	52,202.99	210,990.00	107,015.00	66%
Due From Other Funds	1,107,369.00	553,688.00	553,688.00	553,681.00	50%
Use of Prior Year Reserves	559,882.00			559,882.00	0%
Total General Fund	8,024,270.00	1,089,407.20	3,935,088.19	4,089,181.81	49%
EDC					
Sales Tax	1,985,000.00	135,520.10	892,900.06	1,092,099.94	45%
Interest Income & Miscellaneous	9,250.00	2,219.65	9,848.30	-598.30	106%
Use of Prior Year Reserves				0.00	
Total EDC	1,994,250.00	137,739.75	902,748.36	1,091,501.64	45%
WATER/SEWER FUND					
Water Sales	1,500,000.00	91,975.44	578,957.82	921,042.18	39%
Water Tap Fees	1,000.00	-45.00	1,205.00	-205.00	121%
Water Service Charge	55,000.00	6,817.96	32,182.49	22,817.51	59%
Sewer Charges	970,000.00	81,032.56	445,762.64	524,237.36	46%
Sewer Tap Fees	3,000.00	25.00	3,775.00	-775.00	126%
Miscellaneous	34,090.00	11,705.90	28,772.22	5,317.78	84%
Transfers In	779,140.00	265,038.00	265,038.00	514,102.00	34%
Use of Prior Year Reserves	317,136.00			317,136.00	0%
Total Water/Sewer Fund	3,659,366.00	456,549.86	1,355,693.17	2,303,672.83	37%
DEBT SERVICE FUND:					
Property Tax Revenue	1,212,502.00	23,914.29	1,117,153.36	95,348.64	92%
Investment Income & Misc	1,200.00	444.44	1,074.18	125.82	90%
Transfers In	508,092.00	254,048.00	254,048.00	254,044.00	50%
Use of Prior Year Reserves	42,500.00			42,500.00	0%
Total Debt Service	1,764,294.00	278,406.73	1,372,275.54	392,018.46	78%
TOTAL ALL FUNDS	15,442,180.00	1,962,103.54	7,565,805.26	7,876,374.74	49%

**CITY OF LAKE WORTH
GF SALES TAX ANALYSIS
FOR MARCH 2017 REVENUE**

	Amount	Current % Incr or Decrease
Current Month Receipts	271,040.19	
Same Month, Last Year	247,550.61	9.49%
Same Month, 2 Years Ago	234,901.68	15.39%
Current YTD Total	1,785,800.13	
YTD, Last Year	1,680,838.51	6.25%
YTD, 2 Years Ago	1,580,946.93	12.96%

Current Year Budget is \$3,970,000

CITY OF LAKE WORTH
PARK FUND
As of March 31, 2017

REVENUE SOURCE:

UTILITY DONATIONS	5,127.00
DONATIONS - KIDS & TREES	0.00
DONATIONS - NAVAJO PARK	0.00
DONATIONS - RAYL PARK	5,000.00
DONATIONS - LAKE WORTH PARK	0.00
INVESTMENT INCOME	834.79
EDC CONTRIBUTIONS	125,000.00
MISCELLANEOUS	142.25
Total Revenue	<u>136,104.04</u>

EXPENDITURE CATEGORY:

MISCELLANEOUS	233.72
PARK MAINTENANCE	6,526.58
HODGKINS PARK	0.00
CHARBONNEAU PARK	0.00
LAKE WORTH PARK	25,396.68
NAVAJO PARK	0.00
GRAND LAKE PARK	73.50
REYNOLDS PARK	0.00
RAYL PARK	395.81
TELEPHONE ROAD PARK	0.00
DAKOTA PARK	472.56
EQUIPMENT PURCHASE/IMPROVEMENTS	0.00
Total Expenditure	<u>33,098.85</u>

REVENUE OVER EXPENDITURES 103,005.19

CASH POSITION

CHECKING	10,517.60
INVESTMENTS	<u>408,038.70</u>
TOTAL CASH	418,556.30

CITY OF LAKE WORTH
STREET MAINTENANCE
March 2017

Revenue

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
Sales Tax	990,000.00	67,760.05	446,450.03	543,549.97	45%
Interest & Misc Income	4,750.00	28,956.29	32,604.79	-27,854.79	686%
Use of Prior Yr Rsrvs					
Total Revenue	994,750.00	96,716.34	479,054.82	515,695.18	48%

Expenditures

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Salaries	279,732.00	19,185.75	120,914.63	158,817.37	43%
Supplies	30,950.00	1,186.28	7,918.09	23,031.91	26%
Maintenance	395,750.00	4,633.76	33,749.96	362,000.04	9%
Services	9,160.00	2,838.33	6,224.36	2,935.64	68%
Equipment	34,350.00		129.99	34,220.01	0%
Transfers Out	112,244.00	56,122.00	56,122.00	56,122.00	50%
Total Expenditures	862,186.00	83,966.12	225,059.03	637,126.97	26%

CITY OF LAKE WORTH
CCPD
March 2017

Revenue

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
Sales Tax	970,000.00	66,973.91	439,704.81	530,295.19	45%
Interest & Misc Income	800.00	3,140.81	16,274.01	-15,474.01	2034%
Use of Prior Yr Rsrvs					
Total Revenue	970,800.00	70,114.72	455,978.82	514,821.18	47%

Expenditures

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Salaries	645,011.00	44,294.90	284,503.56	360,507.44	44%
Supplies	21,800.00		503.83	21,296.17	2%
Maintenance	21,175.00	5,270.75	18,763.40	2,411.60	89%
Services	70,985.00	1,233.85	40,730.38	30,254.62	57%
Equipment	27,000.00		4,719.09	22,280.91	17%
Transfers Out	171,314.00	85,658.00	85,658.00	85,656.00	50%
Total Expenditures	957,285.00	136,457.50	434,878.26	522,406.74	45%

Lake Worth City Council Meeting – April 11, 2017

Agenda Item No. E.1

From:

Stacey Almond, City Manager

Item:

Discuss and consider an agreement for Wastewater services between the City of Fort Worth and the City of Lake Worth effective May 9, 2017 through September 30, 2037.

Summary:

The Fort Worth Water Department provides water service to 31 entities and treats wastewater for 23 entities in Tarrant County, portions of Johnson, Denton, and Parker counties. These separate entities make up the Wholesale Customer base for the Fort Worth Water Department.

The City of Lake Worth is a wholesale Wastewater customer and our necessary contract with the City of Fort Worth expires in May. The life of the current contract was for thirty (30) year period and renewable at that time.

The proposed agreement will be in effect from the May 9, 2017 through September 30, 2037.

Fiscal Impact:

N/A

Attachments:

1. Wastewater Agreement between the City of Fort Worth and the City of Lake Worth

Recommended Motion or Action:

Move to approve an agreement for Wastewater services between the City of Fort Worth and the City of Lake Worth effective May 9, 2017 through September 30, 2037.

AGREEMENT FOR WASTEWATER SERVICE BETWEEN
THE CITY OF FORT WORTH, TEXAS, AND
CITY OF LAKE WORTH, TEXAS

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AGREEMENT FOR WASTEWATER SERVICE BETWEEN
THE CITY OF FORT WORTH, TEXAS, AND
CITY OF LAKE WORTH, TEXAS

STATE OF TEXAS §
COUNTY OF TARRANT §

This Contract and Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the City of Fort Worth, a municipal corporation located in Tarrant County, Texas, acting by and through Jesus J. Chapa, its duly authorized Assistant City Manager, hereinafter called "Fort Worth," and the City of Lake Worth, located in Tarrant County, Texas, acting by and through Walter Bowen, its duly authorized Mayor, hereinafter called "Customer," and hereinafter collectively referred to as the "Parties".

R E C I T A L S

- A. WHEREAS the public health, welfare and safety of the residents of Fort Worth and Customer require the development of adequate systems of sewage collection and disposal, the elimination of water pollution and the preservation of the water resources of the area; and
- B. WHEREAS Fort Worth and Customer are required to comply with standards and treatment methods for wastewater as set forth in federal, state and local laws and regulations and permits; and
- C. WHEREAS Fort Worth and Customer have an interest in maintaining and restoring the chemical, physical and biological integrity of waters and water resources and preventing pollution in said waters and water resources, and planning the use, development, restoration, preservation and enhancement of said waters and water resources; and;
- D. WHEREAS, Fort Worth and Customer have previously entered into a contract, being known as Fort Worth City Secretary Contract No. 15687, dated May 8, 1987 [and No. 7135, dated May 22, 1972,] together with any and all amendments thereto dated July 2, 1991 and March 25, 1997, said contract[s] and amendments, if any, providing for wholesale wastewater services; and;
- E. WHEREAS, Customer desires to continue to contract for wholesale wastewater service and Fort Worth desires to continue to provide wholesale wastewater service under contract to Customer; and
- F. WHEREAS, Chapter 552 of the Texas Local Government Code and Chapter 791 of the Texas Government Code, authorize Fort Worth and Customer to enter into this Agreement;

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS that for and in consideration of the mutual covenants, promises and agreements contained herein, Fort Worth and Customer do hereby covenant and agree as follows:

ARTICLE 1. Definitions

The following definitions apply throughout this Agreement:

1.1 Act or "the Act". The Federal Water Pollution Control Act, also known as the Clean Water Act ("CWA"), as amended (33 U.S.C. 1251, et seq.).

1.2 Biochemical Oxygen Demand (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter specified by procedure in Method 5210B in the Standard Methods for the Examination of Water and Wastewater, and results expressed in terms of weight and concentration (milligrams per liter (mg/L))

1.3 Calibration. Verification of primary measuring device and secondary instrumentation accuracy utilizing standard primary device procedures and calibration signals and/or a separate flow measurement instrument.

1.4 Capital Improvements. Any of the following facilities which provide utility services and that have a life expectancy of three (3) or more years, whether such capital improvements are located within the extraterritorial jurisdiction or corporate limits of Fort Worth or Customer: wastewater treatment facilities, metering and sampling facilities, control systems and appurtenances, storage or retention facilities, and all major collectors and interceptors that are eighteen inches (18") and greater in diameter and lift stations, if any, associated therewith.

1.5 Chapter 395. Chapter 395 of the Texas Local Government Code, as it may be amended or re-codified from time to time.

1.6 Customer Connection. See Point of Entry.

1.7 Customer System. The facilities of Customer used for pretreatment, collection and transportation of wastewater to the Point of Entry.

1.8 Customer's Service Area (or "Service Area"). Unless otherwise shown on **Exhibit A**, the Customer's Service Area is the area within the Customer's city limits (its corporate boundaries), and does not include the Customer's extra-territorial jurisdiction.

1.9 Delivery Facilities. All facilities used for the transmission of wastewater to the Fort Worth System that are on the Customer's side of the Point of Entry and directly connected to the Fort Worth System, including all upstream pipelines of the same or larger diameter.

1.10 Director. The Director of the Fort Worth Water Department or his designee.

1.11 Domestic Accounts. Single-family and residential duplex dwellings served by one meter. This definition is used only in the context of determining billing Per Connection.

1.12 Facility Expansion. The expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization, or an expansion of an existing facility to better serve existing development.

- 1.13 Fiscal Year. The fiscal year of Fort Worth, which is from October 1st through September 30th.
- 1.14 Fort Worth System. Fort Worth's wastewater system, including all facilities for wastewater collection, storage and retention, treatment, treated wastewater disposal, sludge handling and disposal, and producing finished wastewater for beneficial reuse. As used in this Agreement, the term "Fort Worth System" does not include any beneficial reuse pipelines and its related distribution facilities.
- 1.15 Impact Fee. A capital contribution funding or recouping the cost of Capital Improvements necessitated by and attributable to new development or new connections to the Fort Worth System, subject to and as provided in **Article 22** of this Agreement.
- 1.16 Industrial User. A person (as defined in the Act) that introduces pollutants into the Fort Worth System from any nondomestic source regulated under Section 307(b), (c), or (d) of the Act.
- 1.17 Industrial Wastes. Any waterborne liquid or solid substance that results from any process of industry, manufacturing, mining, production, trade or business.
- 1.18 Infiltration. Water that has migrated from the ground into the wastewater system.
- 1.19 Inflow. Water other than wastewater that enters a sewerage system (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary catch basins, cooling towers, storm waters, surface runoff, street wash waters or drainage. Inflow does not include, and is distinguished from, Infiltration water.
- 1.20 Liquid Waste. The water-borne solids, liquids, and gaseous substances derived from certain sources including, but not limited to, grease trap, septic tank, chemical toilet waste and sand trap waste.
- 1.21 Metering and sampling facility. The meter, meter vault, and all metering and telemetry equipment required to measure and/or sample Customer wastewater flows that enter the Fort Worth System.
- 1.22 Non-Domestic Accounts. Commercial, industrial, multi-family or other accounts that are not considered Domestic Accounts. This definition is used only in the context of determining billing Per Connection.
- 1.23 Unmetered Area(s). Areas within the Customer's corporate or certificated boundaries that generate wastewater that do not drain into a part of the Customer System for which wastewater flow is measured by an approved metering and sampling facility.
- 1.24 Parties. Fort Worth and the Customer, or each individually.

- 1.25 Per Connection. Billing or charging "Per Connection" means charging for Unmetered Area connections as provided in § 6.3.
- 1.26 PILOT. Payment in Lieu of Taxes, as described in **Exhibit C**.
- 1.27 Point of Entry. The Point of Entry (or "Customer's Connection") is the upstream entry point to each metering and sampling facility from which the Customer's wastewater flows into the Fort Worth System, as shown on **Exhibit A** and described in § 2.3.
- 1.28 POTW. Publicly owned treatment works.
- 1.29 Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a Publicly Owned Treatment Works. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes by other means, except as prohibited by 40 CFR Section 403.6(d).
- 1.30 Pretreatment Requirements. Pollutant concentration discharge limitation and reporting requirements stipulated in Fort Worth City Code Article VI: Industrial Wastewater, and any amendments thereto, and the Customer's Code, as hereinafter amended, and Federal Pretreatment Standards promulgated by the U.S. Environmental Protection Agency.
- 1.31 Sanitary Sewer Evaluation Survey. A Sanitary Sewer Evaluation Survey or "SSES" is a survey as described in § 4.4
- 1.32 Significant Industrial User or "SIU".
- (a) All Industrial Users subject to Categorical Pretreatment Standards under 40 CFR § 403.6 and 40 CFR Chapter I, Subchapter N, as amended from time to time;
 - (b) Any other Industrial User that discharges an average of twenty-five thousand (25,000) gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blow-down wastewater); contributes a process wastestream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or is designated as such by the Director on the basis that the Industrial User has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement (in accordance with 40 CFR § 403.8(f)(6)); or
 - (c) Any other person or entity that falls within the definition of Significant Industrial User in the Fort Worth City Code, as it may be amended from time to time.
- 1.33 Standard Methods. Those testing or analysis procedures as prescribed in the then current edition of "Standard Methods for Examination of Water and Wastewater," published by the American Public Health Association and/or the U.S. Environmental Protection Agency Manual of Methodologies for the Examination of Water and Wastewaters, or as will otherwise comply with procedures specified in state and federal discharge permits held by Fort Worth.

1.34 Street Rental. The Street Rental charged to the wholesale customers of the Fort Worth System is intended to be compensation for use of public rights-of-way. The Street Rental is established at five percent (5%) of the revenue requirements, excluding Payment in Lieu of Taxes (PILOT). The Street Rental cannot be decreased without the consent of Fort Worth in its sole discretion and, in the event of an increase, can only be increased in one percent (1%) increments once every five (5) years starting on the anniversary date of this Agreement, and shall never exceed the rate being collected from the natural gas franchised utility serving the City of Fort Worth or the rate collected from the retail wastewater customers of Fort Worth, whichever is less.

1.35 System Cost. System Cost, as provided in § 7.1.2.

1.36 TCEQ. The Texas Commission on Environmental Quality or its successor agency.

1.37 Total Suspended Solids (TSS). Solids, measured in mg/L, that either float on the surface of, or are in suspension in, water, wastewater or other liquids, and which are largely removable by a laboratory filtration device. Also referred to as Total Non-Filterable Residue.

1.38 TRA Contract. Fort Worth City Secretary Contract No. 16054 "Trinity River Authority of Texas – Denton Creek Regional Wastewater Treatment System Contract," and Fort Worth City Secretary Contract No. 8632 between the Trinity River Authority of Texas and the City of Fort Worth entered into as of the 20th day of February, 1976, and any amendments to those agreements.

1.39 Wastewater. All liquid or water-carried waste products from whatever source derived, together with such Inflow and Infiltration as may be present, whether treated or untreated, which is discharged into or permitted to enter into the Fort Worth System. The words "wastewater" and "sewage" are interchangeable.

1.40 Wastewater Permits. The TCEQ Texas Pollutant Discharge Elimination System permit issued to Fort Worth for the Village Creek Water Reclamation Facility, as it may be renewed or amended from time to time or any another POTW, wastewater treatment plant or water reclamation facility that is owned or operated (directly or through contract) by Fort Worth.

1.41 Wastewater Strength. The concentrations of BOD and TSS and, where relevant or applicable under TCEQ or EPA regulations, concentrations of other wastewater pollutants or contaminants.

ARTICLE 2. Customer Connection to the Fort Worth System

2.1 Consent to Connect. All subject to the Customer's compliance with the terms and conditions of this Agreement, Fort Worth agrees that the Customer may connect its System to the Fort Worth System at the agreed Point(s) of Entry and that Fort Worth will accept for collection, transportation, treatment and disposal the wastewater that the Customer delivers to the Fort Worth System through the agreed Point(s) of Entry.

2.2 Delivery and Payment. Customer agrees to deliver wastewater into the Fort Worth System and to pay for Fort Worth's wastewater services all in accordance with the terms and conditions of this Agreement.

2.3 Connection Points. Customer shall connect its System to the Fort Worth System only at the Point(s) of Entry designated on Exhibit "A" and at such additional points of entry as may later be mutually agreed upon in writing signed by both Parties. Where no metering facility is used (Unmetered Area connections), the Point of Entry is where the Customer's System connects to the Fort Worth System, unless otherwise mutually agreed upon in writing.

2.4 Customer Delivery Facilities. Unless otherwise agreed by the Parties in writing, Customer is responsible for the design, contracting, construction and financing of its Delivery Facilities and the acquisition of any necessary rights-of-way and easements for, to and from such facilities. All designs, materials and specifications shall conform to or be at least as stringent as Fort Worth's requirements for such facilities. The Customer shall submit to the Director for written approval all plans and specifications for any Delivery Facilities. Such approval shall not be unreasonably withheld; however, no construction of such Delivery Facilities will begin until such approval has been given. Upon completion, Customer shall provide record drawings in a format reasonably acceptable to Fort Worth. Customer agrees that Fort Worth has the right to make periodic inspections during construction of the Delivery Facilities. Final completion and connection of such Delivery Facilities to the Point of Entry is subject to the continuing inspection and written approval of the Director.

2.5 Wastewater from Adjacent Areas. At the request of the Director, Customer agrees to allow wastewater from areas and premises adjacent to the Customer's boundaries and within the boundaries of Fort Worth's or another Fort Worth wholesale customer's service area, to flow through Customer's System, subject to the Texas Water Code and TCEQ regulations regarding service areas. The metered quantity of wastewater from this area transported into the Fort Worth System each month shall be measured Per Connection or, at the option of Customer or Fort Worth, and where the wastewater flows are of sufficient volume that metering is practicable, metering and sampling facilities may be installed at the expense of Fort Worth to meter and sample all wastewater from this adjacent area. The quantity of wastewater from this adjacent area shall be deducted from the quantity of the Customer's wastewater passing through the Customer's connection to the Fort Worth System before volume charges for wastewater service to Customer are computed and, if the meter serving those customers has been equipped to measure it, the Customer's billing shall also be adjusted for differences in the Wastewater Strength of the adjacent area. When additional pipeline capacity is required to transport the flows, Customer agrees that it shall be responsible for its proportional cost of the additional capacity needed to serve Customer's current or projected future flows as agreed upon by the Customer and Fort Worth. The cost of additional infrastructure shall be borne by the Customer and Fort Worth, in proportion to the projected flow volumes of each. Customer shall not be responsible for the cost of additional capacity needed solely to serve adjacent areas not under Customer's jurisdiction.

ARTICLE 3. Operation and Maintenance

3.1 Customer System. Customer agrees to maintain its System in good condition and to make repairs in a timely manner. Fort Worth shall not have any responsibility or liability now or ever for the operation or maintenance of the Customer System, except as the Parties may otherwise agree in writing.

3.2 Fort Worth System. Fort Worth agrees to maintain its System in good condition and to make repairs in a timely manner. Customer shall not have any responsibility or liability now or ever for the operation or maintenance of the Fort Worth System, except as otherwise provided in this Agreement.

3.3 Metering and Sampling Facilities. After transfer to Fort Worth as provided in **Article 4**, Fort Worth shall become solely responsible for the operation and maintenance of metering and sampling facilities connected to its System.

ARTICLE 4. Metering and Sampling Facilities and System Infrastructure Improvements

4.1 Customer Connections and Metering and Sampling Facilities. Either Customer or Fort Worth, with written consent of the Director and execution of the necessary agreements, may construct the Customer Connection, Metering and Sampling Facilities.

4.1.1 Cost of Customer Connection. Customer shall pay the cost of each new, enlarged or additional Customer connection to the Fort Worth System and related metering and sampling facilities, including new or modified wholesale meters as necessary to accommodate increased Customer flows. Such Customer costs include costs of: design, engineering; site acquisition and preparation; construction and inspection; the facility equipment, the final connection, and all necessary easements and rights-of-way, including those for access to the meter site.

4.1.2 Facilities Transfer to Fort Worth. Customer shall transfer (or arrange for transfer) to Fort Worth all metering and sampling facilities connecting the Customer's System to the Fort Worth System, together with the sole authority to operate and maintain the facilities. All transfers shall be within 60 days of the Effective Date or the completion of the facilities, whichever is later, and shall be accomplished with documents in a form satisfactory to Fort Worth. Thereafter, Fort Worth shall be solely responsible for the operation, and maintenance of the metering and sampling facilities, and such costs shall be a System Cost.

4.1.3 Site Transfer to Fort Worth. Unless otherwise prohibited by law or contract, Customer shall transfer to Fort Worth all of Customer's fee simple or other property rights in the land that is the site for the metering and sampling facilities. To the extent that the property is larger than necessary, or Customer needs to retain a portion of the property for other purposes, Fort Worth or Customer may choose to exclude that portion of the property that is not reasonably necessary for the operation, maintenance, sampling and testing, repair or replacement of the facilities. All transfers shall be within 60 days of the Effective Date or the

completion of the facilities, whichever is later, and shall be accomplished with documents in a form satisfactory to Fort Worth.

- 4.1.4 Access. Customer will secure and transfer to Fort Worth continuous rights of access, ingress and egress to the Customer metering and sampling facilities and, subject to any necessary consents, transfer or assign to Fort Worth any permits, access agreements, licenses, easements or rights-of-way that Fort Worth agrees are needed for the continuous operation and maintenance of, and access to, all metering and sampling facilities for as long as this Agreement is in effect.
- 4.1.5 Credit for Transfers. The Customer's transfers to Fort Worth under §§ 4.1.2 - 4.1.4 above shall be treated as a Customer contribution for rate purposes, but the transfers shall not be any indicia of equity ownership in the metering and sampling facilities or in the Fort Worth System.
- 4.1.6 Fort Worth Optional Construction. As determined by the Director for the efficient operation of the Fort Worth System or service to its customers, and unless otherwise agreed in writing by both Parties, Fort Worth shall have the option, but not the obligation, to design and construct, to acquire site property, and to obtain necessary permits, ingress, egress and access agreements, licenses, easements or rights-of-way for:
- (a) Additional Customer metering and sampling facilities not in existence on the Effective Date (for example, for Unmetered Areas), including any modifications to the Customer's Delivery Facilities necessary to accommodate a complete initial installation satisfactory to Fort Worth; and
 - (b) Improvement, expansion, upgrading or replacement of existing or future Customer metering and sampling facilities.

Customer has the right to review Fort Worth's proposed construction, expansion, and replacement plans for such construction before it begins. All costs of such optional construction undertaken by Fort Worth shall be a System Cost.

- 4.1.7 Operation and Maintenance Expenses. Expenses incurred by Fort Worth for the operation and maintenance of Customer metering and sampling facilities shall be System Costs and shall include the following:
- (a) Electricity at the facility;
 - (b) Initial telemetry connection to the facility and the control center, and any routine periodic charges for telephone, data or other communication services;
 - (c) Meter calibration;

- (d) Parts, materials and supplies for calibration, repair and maintenance of the facilities;
- (e) Labor cost plus fringe benefits and indirect costs for calibration, repair and maintenance of the facilities; and
- (f) Maintenance of ingress, egress and meter facility site.

4.2 Capacity Improvements Customer and Fort Worth agree to cooperate in determining the need for additional downstream Capital Improvements, and related construction schedules and cost-participation and will seek to manage downstream flows and/or peak flows consistent with Fort Worth's and the Customer's master planning or capital improvement planning. Customer agrees to notify Fort Worth before it begins constructing significant expansions or additions to its System.

4.3 Cost of New, Enlarged or Additional Connections. Except for the System Cost authorized in § 4.1.6 above, Customer shall pay the cost of each new, enlarged or additional Customer connection to the Fort Worth System, including the cost of the Delivery Facilities, the Metering and Sampling Facilities, and the Customer's proportionate share of any improvements required for that connection or related service to be provided after the Point of Entry. The Customer's cost shall be calculated in the same manner as the "developer's cost" for special facilities, including pipelines, under Fort Worth's then-existing Water and Wastewater Installation Policy, as determined by the Director. Customer will pay that amount to Fort Worth before making the new, enlarged or additional connection to the Fort Worth System, and the amount shall not be a System Cost.

4.4 Peak Flow and Remediation. In any 12-month period, if the volume of the Customer's wholesale wastewater flow into the Fort Worth System for any one day exceeds 4 times the average of the Customer's actual daily flow, averaged over the prior 3 fiscal years, then a Sanitary Sewer Evaluation Survey (SSES) is required in response to the exceedance, as follows.

- 4.4.1 Within a reasonable time after such an exceedance, Fort Worth will send a Notice to Customer stating the specific date(s) and volumes of the flows that resulted in the exceedance, and describing the schedule and procedures for submitting the results and implementing the required SSES.
- 4.4.2 The SSES is a survey of the affected portion of the Customer System sufficient to identify the cause or source of the wastewater flows that have resulted in the exceedance. The SSES may include activities such as additional flow measurements, smoke tests or inspections and the final report shall list specific remedial actions. The costs of the SSES and performance of the remedial actions recommended in the SSES must be borne by Customer, to the extent necessary to eliminate or accommodate the Customer's increased flows.
- 4.4.3 If Customer fails to perform the SSES and pay the costs of the remedial action as required by this § 4.4 and the exceedance is repeated then, in addition to any remedies available under **Article 21**, Fort Worth has the right to recover from the Customer all of Fort Worth's incremental costs of handling the increased flows,

such as infrastructure improvements and any regulatory agency fines that may be levied, or corrective action required by TCEQ, as a result of the Customer's repeated exceedance(s). Fort Worth shall provide documentation that the Customer's exceedances resulted in such incremental costs and any costs recovered from Customer shall not also be included as a System Costs.

4.4.4 The Director may waive the requirement for the Customer to perform the SSES or to implement recommended remedial action if, in his sole opinion, the SSES or the recommended remediation is not necessary to protect the interests of Fort Worth.

4.5 Construction Standards. Any design, construction, installation or replacement of wholesale meters, sampling facilities, Delivery Facilities, or other Capital Improvements for providing service under this Agreement shall comply with 30 Texas Administrative Code Ch. 217 and Fort Worth's standards and specifications, as they are in effect at the time of the construction. After initial construction, the "time of the construction" is the date of any subsequent upgrade or replacement.

4.6 Transfer to Customer upon Termination. Upon expiration or termination of this Agreement under its terms by either Party, Fort Worth shall transfer back to Customer any metering and sampling facilities, rights of access, ingress and egress, and any permits, access agreements, licenses or easements and rights-of-way that Customer previously conveyed, transferred or assigned to Fort Worth under the terms of this **Article 4**.

ARTICLE 5. Rights-of-Way

5.1 Rights-of-Way Granted by Customer. Customer shall grant, without charge to Fort Worth, such easements and rights-of-way along public highways or other property owned by Customer, as requested by Fort Worth, in order to construct and maintain wastewater mains or facilities within the Customer's Service Area to provide wastewater service to Customer and to other areas. If two or more locations are mutually acceptable to Fort Worth and Customer, then Customer may select the final location from among them. Upon notice from Customer and at Fort Worth's expense, Fort Worth will move its wastewater lines or other facilities located in such street rights-of-way or on other property owned by Customer when reasonably necessary to the performance of essential governmental duties by Customer. Fort Worth's relocation costs under this § 5.1 shall be a System Cost to the extent that the lines are related to service to Fort Worth's wholesale wastewater customers.

5.2 Rights-of-Way Granted by Fort Worth. Fort Worth shall grant, without charge to Customer, such easements and rights-of-way along public highways or other property owned by Fort Worth, as requested by Customer, in order to construct and maintain wastewater mains or facilities within Fort Worth to provide wastewater service to Customer under this Agreement. If two or more locations are mutually acceptable to Fort Worth and Customer, then Fort Worth may select the final location from among them. Upon notice from Fort Worth and at the Customer's expense, Customer will move such wastewater mains or facilities when located in such street rights-of-way or other property owned by Fort Worth when reasonably necessary to performance of essential governmental duties by Fort Worth.

5.3 Construction Standards. All work done by or on behalf of Fort Worth under this paragraph will be performed in accordance with specifications equal to those applying to work of a similar nature performed within Fort Worth, and the applicable Party will use its best efforts to restore the others' property to as near original condition as feasible unless otherwise mutually agreed in writing.

5.4 Conflicts. Fort Worth and Customer agree to coordinate the location of the mains and/or facilities in the other's easements and rights-of-way in order to prevent further conflicts insofar as is reasonably practicable.

ARTICLE 6. Metering and Sampling

6.1 Meter Reading. Fort Worth will read all Customer Point of Entry meters at monthly intervals, and the Parties shall have free access to read these respective meters daily, if either Party so desires. Each Party has the duty to give immediate notice to the other of any meter that it finds is not functioning properly, and Fort Worth shall promptly investigate and make any necessary repairs.

6.2 Flows to be Metered. All flow discharged into the Fort Worth System by Customer shall be metered, unless specifically agreed otherwise by both Parties in writing. Fort Worth agrees to allow those Customers served on a per connection basis, with prior approval from Fort Worth to remain on per connection until conditions allow for the flow to be metered.

6.3 Unmetered Areas. If, in the judgment of the Director, the sewage generated within one or more areas of the Customer cannot be accurately measured by an approved type of metering station, then the charge for sanitary sewer service within that drainage area will be calculated Per Connection as follows: For monthly billing purposes, the total gallons of sewage for the Unmetered Areas will be calculated as the sum of: (i) the total gallons of metered water of all Non-Domestic Accounts within the area plus (ii) the number of Domestic Accounts within the area times 10,500 gallons. The Parties agree that the 10,500 gallons for Domestic Accounts already accounts for Inflow and Infiltration, and therefore needs no further adjustment for it. The total volume so derived each month will be used as the basis for calculating the total wastewater charges due each month for that Unmetered Area and such charges will be added to any other charges for metered connections. For all such Unmetered Areas, Customer will be responsible for providing data each month on the number of Domestic Accounts and the metered water volume of all Non-Domestic Accounts. This data will be provided by Customer to Fort Worth no later than the 5th of each calendar month.

6.4 Calibration. Fort Worth shall calibrate and routinely service the meters no less than once during each six (6) month period. Copies of the results of such calibration and all related information shall be provided to Customer. Fort Worth shall notify the Customer at least seventy-two (72) hours in advance of the date and time for any calibration and Customer may observe, if so desired.

6.5 Customer Access. Customer shall have access to the metering and sampling facilities at all reasonable times; provided, however that any reading, calibration or adjustment to such

metering equipment shall be done only by employees or agents of Fort Worth, or other mutually approved third party calibration agent in the presence of representatives of Customer and Fort Worth, if so requested by Customer. Notice of any proposed third-party calibration shall be provided to all Parties at least seventy-two (72) hours in advance.

6.6 Records. All readings of meters will be entered into the records maintained by Fort Worth. Customer shall have access to such records during reasonable business hours and shall be furnished with monthly totalizer readings for each Customer Point of Entry metering and sampling facility.

6.7 Accuracy and Corrections. Upon any calibration, if it is determined that the accuracy envelope of such meter is found to be lower than ninety-five percent (95%) or higher than one hundred five percent (105%) expressed as a percentage of the full scale of the meter, the registration of the flow as determined by such defective meter shall be corrected for a period extending back to the time such inaccuracy began, if such time is ascertainable; or, if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months

6.8 Meter Out of Service. If any meter used to determine volume from Customer is out of service or out of repair so that the amount of wastewater metered cannot be ascertained or computed from the reading thereof, the wastewater delivered through the period such meter is out of service or out of repair shall be estimated and agreed upon by the Parties on the basis of the best data available. The basis for estimating such flow includes, but is not limited to, extrapolation of past patterns of flow for said metering station under similar conditions. If Parties cannot reach agreement on the extrapolated estimate of wastewater volume delivered, then agreement on the flow volume will be determined by § 24.4 dispute resolution.

6.9 Wastewater Strength Sampling. Fort Worth shall periodically sample and test the wastewater at the metering and sampling facilities or other agreed upon sampling points for the purposes of billing for the Wastewater Strength. Unless otherwise agreed in writing, sampling and testing of wastewater shall occur three times per year. To determine the Wastewater Strength, Fort Worth shall collect twenty-four (24) hour flow-weighted composite samples for a period of not less than five (5) consecutive twenty-four (24) hour periods. Fort Worth will provide Customer with a minimum of seven (7) day advance notice of intent to sample, or such notice as is sufficient to allow Customer to arrange the services of a qualified laboratory. If, at the request of Customer or at the request of the Director, more extensive sampling and testing is desired, it shall be paid for by the Party making the request and shall be done in compliance with this **Article 6**. If Customer requests such additional sampling and testing, then Fort Worth shall invoice Customer and payment shall be made within ten (10) days after receipt of invoice. The notice required in this section shall include the planned dates, times, and location(s) of sampling. Fort Worth shall analyze the samples collected in accordance with standard methods. Customer may be present during the initial setup of sampling equipment and at the time of pickup for each twenty-four (24) hour composite sample. Fort Worth agrees, if requested, to split the wastewater samples with Customer.

6.10 Compliance Monitoring. If in the opinion of the Director, compliance monitoring is required, the Director may order that additional monitoring be performed with or without prior

notice to Customer. Such compliance monitoring is to be in addition to the periodic sampling and testing set forth in § 6.9. All information obtained as a result of such compliance monitoring shall be provided to the Customer upon request. Fort Worth will provide notice of such compliance monitoring to Customer within a reasonable time thereafter.

6.11 System Cost. Costs incurred by Fort Worth under this **Article 6** will be a System Cost.

ARTICLE 7. Rates and Charges

7.1 Method of Rate Determination.

7.1.1 Wholesale wastewater rates will be based upon an annual cost-of-service rate study, with a rate study conducted every three years by an independent utility rate consultant as provided for in § 7.1.4. The independent utility rate consultant shall be selected by the Director from a list of qualified firms submitted to the Director by the Wholesale Wastewater Advisory Committee. All firms to be considered must identify all employees previously employed by the City of Fort Worth within 5 years of the submittal date. All cost-of-service studies shall be conducted utilizing the utility cost basis of determining revenue requirements applicable to the wholesale customer class and shall be a System Cost.

7.1.2 The System Cost (i.e., the cost-of-service for the wholesale customer class) shall include allocated reasonable and necessary operation and maintenance expense; depreciation expense; a fair and reasonable return on allocated capital facilities as provided in § 7.1.3; general and administrative costs; commodity charges; the cost of treating wastewater, including Inflow and Infiltration; TRA Contract charges; Street Rental (calculated as provided in § 1.34); and Payment In Lieu of Taxes ("PILOT" calculated as provided in **Exhibit C**). To determine the allocation and distribution of costs to the wholesale customer class, the independent utility rate consultant shall consider at least the following factors: total volume, rate of flow, Wastewater Strength, metering, and customer related costs such as accounting, billing, monitoring, and pretreatment and SIU permitting. Capital related costs will consist of depreciation expense and return on original cost rate base. The "rate base" shall consist of all allocated capital facilities, net of depreciation and contributions, and shall include construction work in progress, a reasonable allowance for working capital, and a reasonable inventory of materials and supplies necessary for the efficient operation of the Fort Worth System. The methodology shall be that used in the most recent wholesale wastewater rate study completed and approved by the Fort Worth City Council before the Effective Date, which Customer acknowledges having received prior to executing this Agreement. Records of the original cost and the accumulated depreciation of all capital facilities shall be maintained in the Fort Worth computerized asset tracking system. These records shall be available for inspection at the Fort Worth Water Department during reasonable business hours upon request by Customer.

7.1.3 Fort Worth shall be allowed to earn and recover in rates a rate-of-return on the rate base as described in § 7.1.2. That rate of return shall be equal to the weighted average imbedded cost of outstanding debt plus one and one-half percent (1-1/2%). The Parties agree that this rate of return is reasonable.

7.1.4 Every three years, beginning with Fiscal Year 2020, a detailed wholesale wastewater rate study will be performed by an independent utility rate consultant selected by the Director in conformance with § 7.1.1. The same methodology used in the immediate previous rate study will be utilized by the rate consultant so selected. In the interim Fiscal Years between detailed rate studies, Fort Worth will adjust wholesale wastewater rates annually, using the same methodology as the last detailed rate study, and will utilize the actual operating data for the twelve (12) month period ending September 30th of the prior year, adjusted for all known and measurable changes in cost data that may have occurred since the last audited financial statement. Such adjustments should allow for year-end trending and the spreading of non-recurring expenses over an appropriate benefit period.

7.1.5 Changes in the wholesale wastewater rate methodology will be allowed if recommended by a majority vote of the Wholesale Wastewater Advisory Committee and approved by the Fort Worth City Council. For purposes of this § 7.1.5, a majority is defined as any combination of Fort Worth wholesale customers that generated more than fifty percent (50%) of the wholesale wastewater flows into the Fort Worth System during the immediate past Fiscal Year.

7.2 Initial Rates. The rates and charges as of the Effective Date shall be those calculated by the most recent wholesale wastewater cost of service study and adopted by the Fort Worth City Council to take effect during the current Fiscal Year, and include the Volume Charges, Wastewater Strength Charges (per pound of BOD and TSS) and Monthly Customer Charges.

7.3 Billing and Payment. Bills for wastewater service under this Agreement shall be rendered to Customer monthly by Fort Worth, and shall be due and payable by Customer not more than thirty (30) days from the billing date. The bills will show current charges, as well as past-due charges, if any. Current charges are the amount due for wastewater services provided since the prior billing period. Past-due charges shall be the total amount unpaid from all prior billings as of the current billing date. Payments received by Fort Worth shall first be applied to the past-due charges, if any, and thereafter to the current charges.

7.4 Billing Dispute. If Customer disputes a bill and is unable to resolve the difference informally, Customer shall notify the Director in writing. If the Director and Customer are unable to resolve the disputed bill, agreement on the bill will be determined by § 24.4 dispute resolution procedures. Dispute of a bill is not grounds for non-payment. If a bill or other payment is not paid as specified in this Agreement, a finance charge of ten percent (10%) per annum will be calculated from the date which the payment was required to be made. If a billing adjustment is agreed upon or otherwise established by dispute resolution, then the amount found to be overcharged will be credited to Customer's account together with an interest charge of ten

percent (10%) per annum calculated from the date Fort Worth received payment of the disputed bill.

7.5 Services are Essential and Necessary. The Parties agree that services obtained pursuant to this Agreement are essential and necessary to the operation of Customer's System and that all payments made by Customer hereunder shall constitute reasonable and necessary operating expenses of Customer's System within the meaning of § 1502.056 of the Texas Government Code and the provisions of any and all ordinances of Customer authorizing the issuance of any revenue bonds of Customer which are payable from its waterworks and wastewater systems.

7.6 Customer to Collect Sufficient Revenues. Customer agrees, throughout the term of this Agreement, to fix and collect such rates and charges for wastewater service to be supplied as will produce revenues in an amount equal to at least (i) all of operation and maintenance expenses of such system, including specifically its payments under this Agreement; and (ii) all other amounts as required by law and the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding, including the amounts required to pay all principal of and interest on such bonds and other obligations.

7.7 Customer to Adopt User Charge. Customer specifically agrees to adopt and maintain in effect for the life of this Agreement an ordinance providing for a user charge system in full accord with relevant EPA and TCEQ regulations

7.8 Rate Adjustments. Customer understands that Fort Worth City Council has the right to annually revise the rates charged to cover all reasonable, actual, and expected costs. Revision of rates shall be pursuant to the provisions set forth in this Agreement. Fort Worth shall give Customer a minimum of six (6) months notice of intent to revise rates. Fort Worth will furnish members of the Wholesale Wastewater Advisory Committee a draft copy of the cost-of-service study of the proposed rates sixty (60) days prior to Fort Worth submitting a rate increase request to its City Council. Within thirty (30) days of receiving the draft study, the Wholesale Wastewater Advisory Committee will submit its written comments on the draft study to Fort Worth, and Fort Worth will respond to these comments as soon thereafter as possible. If the Wholesale Wastewater Advisory Committee has not provided its written comments within said period, the Wholesale Wastewater Advisory Committee is deemed to have accepted the proposed rates contained in the draft study, and Customer agrees that it will be bound by the rates as approved by the Fort Worth City Council. The rates approved by the Fort Worth City Council shall be the rates to be used in this Agreement for the succeeding Fiscal Year.

7.9 Wholesale Services Purchased by Fort Worth. Fort Worth purchases wholesale wastewater services under the terms of the TRA Contracts. Any future wholesale contracts between Fort Worth and a regional wastewater utility service provider that may be needed for Fort Worth to properly operate its System or meet the needs of its retail and wholesale wastewater customers will be included in calculating the System Cost as provided in § 7.1.2 in a similar manner as the TRA Contract charges.

ARTICLE 8. Industrial Connection and Monitoring

8.1 Additional Connections. Customer agrees that it will not permit any Significant Industrial User within its jurisdiction to connect directly or indirectly either to the Customer System or to the Fort Worth System without at least ninety (90) days' prior written notice to the Director of such intent to connect. Customer shall provide the Director with such information pertaining to volume and composition of flow as may be requested by the Director.

8.2 Quality. Customer agrees to conduct any and all monitoring, sampling and inspection of Customer System and Industrial Users as necessary to insure that Industrial Waste introduced into the Customer System meets the quality standards set out in § 9.3. Upon request to Customer, a representative of Fort Worth will be permitted to observe Customer's collection of samples from Industrial Users, and Customer agrees to furnish Fort Worth separate duplicate samples for independent testing, and, upon request, to provide the Director sample analysis results and pretreatment records.

8.3 Sampling and Industrial User Disconnections. Customer agrees that Fort Worth shall have the right to sample wastewater at all Points of Entry and such other locations as may be mutually agreed in writing by both Parties for the purpose of determining the volume and quality of wastewater entering the Fort Worth System. Customer agrees to disconnect from the Customer's System any Industrial User found to be in violation of allowable discharges or who refuses access to its facilities for the purpose of sampling wastewater being discharged into the Customer System; provided, however, that the disconnected Industrial User shall be afforded the same rights, privileges of appeal and deficiency cure periods as are Industrial Users operating within Fort Worth's jurisdiction.

8.4 Questionable or Prohibited Discharges. Following Fort Worth's notice to the Customer, Customer shall grant to Fort Worth the right to enter Customer's jurisdiction if Fort Worth has information or evidence that questionable or prohibited discharges are entering the Fort Worth System from the Customer System. Customer agrees to assist Fort Worth in investigating such discharges and in locating and eliminating any prohibited discharges.

ARTICLE 9. Wastewater Quality

9.1 Industrial Wastes. The potential effects of certain types of Industrial Wastes upon sewers and sewage treatment processes require careful consideration of each industrial connection, and is of concern both to Fort Worth and the Customer. Accordingly, Customer shall regulate the discharge of Industrial Waste as required by this **Article 9**.

9.2 Customer Wastewater Quality Ordinance. Customer agrees that on or before thirty (30) days from date of execution of this Agreement it shall enact and cause to be enforced an ordinance or resolution enabling Customer to enforce within its jurisdiction regulations governing industrial waste that are at least as stringent as the provisions of the current Fort Worth City Code Ch. 12.5, Articles VI (Industrial Wastewater) and VII (Liquid Waste) and any necessary and reasonable amendments thereto, and state and applicable federal regulations relating to 1) discharged substances; 2) prohibited discharges; 3) pretreatment requirements; 4) industrial discharge permitting system; and 5) industrial self-monitoring reports. Customer

agrees to enact and enforce ordinances or any amendments to these Fort Worth Code Articles, or any future Fort Worth ordinances relating to Industrial Waste discharges, prohibited or controlled wastes or pretreatment requirements and such amendments and future ordinances shall become incorporated as additional exhibits to this Agreement; provided, however, Fort Worth shall provide Customer with a copy of such proposed ordinances or amendments at least sixty (60) days prior to the presentation of such ordinances or amendments to the Fort Worth City Council during which time Customer shall have an opportunity to review same. Customer shall adopt and enforce such proposed ordinances or amendments no later than the effective date of the Fort Worth ordinance or amendment.

9.3 Customer Wastewater Quality. Customer agrees that the quality of the wastewater discharged into the Customer System shall be equal to or better than the quality standards established by Fort Worth City Code Ch. 12.5, Articles VI (Industrial Wastewater) and VII (Liquid Waste) or any amendment adopted pursuant to Section **§ 9.2**.

9.4 Customer SIU Permits. Customer shall require all Significant Industrial Users within its jurisdiction that ultimately discharge into the Fort Worth System to apply for and obtain a permit from Customer allowing such discharge. Such permit shall require SIUs to abate prohibited substances from their discharge as a condition to discharging wastewater into the Customer System. The permit application shall contain, as a minimum, the following information required by **Fort Worth City Code § 12.5-632** (or other information as the section may require upon amendment from time to time):

- 9.4.1 All information required by Fort Worth City Code § 12.5-651;
- 9.4.2 Description of activities, structures, equipment and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the Customer System;
- 9.4.3 Number and type of employees, hours of operation, and proposed or actual hours of operation;
- 9.4.4 Each product produced by type, amount, process or processes and rate of production;
- 9.4.5 Type and amount of raw materials processed (average and maximum per day);
- 9.4.6 Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains and appurtenances by size, location and elevation, and all points of discharge;
- 9.4.7 Time and duration of discharges; and
- 9.4.8 Any other information as may be deemed necessary by the Director to evaluate the wastewater discharge or the discharge permit application.

Customer shall provide Fort Worth a copy of such application and permit, if issued, within fourteen (14) days after issuance.

ARTICLE 10. Resale of Wastewater Services and Large Volume Retail Customers

10.1 No Service Outside the Customer's Service Area. Customer shall not provide any wastewater service to retail or wholesale customers outside of its Service Area unless it obtains the express written consent of the Director and an amendment to its Service Area for the proposed service, and such consent may also require additional improvements as provided in § 4.3. Customer shall not share its wastewater facilities with any other governmental or corporate entity outside of the Customer's Service Area without the express written consent of Fort Worth. Fort Worth neither recognizes nor approves any existing agreements between Customer and any developer, landowner, governmental entity, industrial customer or other large-volume customer for existing or projected wastewater service outside of the Customer's Service Area, unless authorized by Additional Terms attached as **Exhibit D** and shown on the Service Area map attached as **Exhibit A**.

10.2 Large Volume Users. Unless Customer obtains the prior written consent of the Director, the Customer shall not provide or agree to provide future wastewater service within its Service Area to any developer, landowner, governmental entity, industrial customer or other large-volume customer for existing or projected wastewater flows that would exceed 500,000 gallons per day to be served through the Fort Worth System. The Director agrees that consent for such wastewater service within the Customer's Service Area shall not be unreasonably withheld, but may require improvements as provided in § 4.3. The consent required by this § 10.2 does not replace and is in addition to other requirements of this Agreement, including **Articles 8 & 9** for industrial connections.

10.3 Wholesale Customer Compliance. If Customer has Fort Worth's consent to provide any wholesale wastewater service through the Fort Worth System, Customer shall require its wholesale customers: to comply with **Article 8** (Industrial Connection and Monitoring), **Article 9** (Wastewater Quality) and **Article 22** (Impact Fees) of this Agreement, and any other provisions of the Agreement required by the Director, and to enact and enforce any and all ordinances necessary to comply with these requirements.

ARTICLE 11. Infiltration and Inflow

11.1 Prevention. The Customer covenants and agrees that it has an obligation to prevent Infiltration and Inflow into its System and then into the Fort Worth System. Customer further covenants and agrees to maintain strict supervision and maintenance of its System to prevent connections through which surface drainage can enter ultimately into the Fort Worth System, and to employ best management practices to reduce Inflow and Infiltration to the extent practicable. Customer shall not make, nor shall it permit to be made, any connection which will contribute storm water run-off from rainwater spouts, rainwater areas, streets, gutter drains or other source into its System.

11.2 Standards for Customer's Retail Connections. Customer covenants and agrees that all sewer connections within its jurisdiction that ultimately enter into the Fort Worth System shall be constructed in accordance with applicable specifications and standards that are equal to or more protective than those of the Fort Worth Water Department.

11.3 Customer Overflows. If Customer reports any sewer overflow to TCEQ containing any reference in the report to Fort Worth's System or Fort Worth's Wastewater Permits, then Customer shall send a Notice to Fort Worth with an attached copy of the report at the same time that it sends the report to TCEQ.

ARTICLE 12. Sludge Disposal

Customer recognizes the importance of utilizing sludge in a timely and proper manner. Customer will cooperate with Fort Worth in any environmentally sound sludge utilization program meeting federal and state standards within the Customer's Service Area.

ARTICLE 13. Wastehaulers

Customer agrees to adopt the North Central Texas Council of Government's model ordinance, or one similar to it, regulating liquid wastehaulers within Customer's Service Area. At a minimum such ordinance shall require liquid wastehaulers to be permitted and provide for a manifest system. Further, the Customer's ordinance shall prohibit the introduction of liquid waste, including waste from septic tanks and chemical toilets, into the Customer System, directly or indirectly.

ARTICLE 14. Reports and Records

14.1 Data and Information. If requested by the Director, and/or Customer, the other Party shall provide quarterly the following:

14.1.1 Actual number of customer accounts discharging directly or indirectly into the Fort Worth System and/or Customer System within the Customer's Service Area;

14.1.2 Classification of Domestic Accounts and Non-Domestic Accounts within its Service Area by number and percentage of accounts discharging directly or indirectly into the Fort Worth System and/or Customer System within the Customer's Service Area.

14.1.3 Customer's contracts for wastewater services from all providers other than the Fort Worth System, including collection and treatment contracts with other entities;

14.1.4 Customer's Water and Wastewater Master Plans, Capital Improvements Plans and Land Use Plans; and

- 14.1.5 Additional data which may assist Fort Worth and/or Customer in developing methodology for cost of service studies and Impact Fees; provided, however, that Fort Worth shall not request data that will require Customer to incur unreasonable expenses in providing such data.

ARTICLE 15. Notices

15.1 Required Notice. Except in the case of an Emergency, any notice or other communication that is required, given or provided for under this Agreement shall be in writing, and addressed as follows:

To Fort Worth: Water Director
 City of Fort Worth
 200 Texas Street
 Fort Worth, TX 76102

To Customer: Mayor
 City of Lake Worth
 3805 Adam Grubb
 Lake Worth, Texas 76135

With an additional copy to be given to a Customer representative, if designated in writing by Customer.

15.2 Delivery and Receipt. Notice shall be either (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested, (c) placed in the custody of a nationally recognized overnight carrier for next day delivery, or (d) sent via telecopy or facsimile (fax) transmission. Notice shall be deemed given when received if delivered personally or sent via telecopy or facsimile transmission with written confirmation of receipt; forty-eight (48) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by nationally recognized overnight carrier for next day delivery. If requested by Fort Worth or Customer, notices shall also be sent to specified email addresses.

15.3 Change of Address Notices. Each Party shall provide notice in writing, as provided in § 15.1 of any change in its address.

ARTICLE 16. Inspection and Audit

Complete records and accounts required to be maintained by each Party shall be kept for a period of five (5) years. Each Party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours; and further, if required by any law, rule or regulation, make said records and accounts available to federal and/or state auditors.

ARTICLE 17. Ownership and Liability

17.1 Ownership. No provision of this Agreement shall be construed to create any type of joint or equity ownership of any property, any partnership or joint venture, nor shall same create any other rights or liabilities and Customer payments (whether past, present, or future) will not be construed as granting Customer partial ownership of, pre-paid capacity in, or equity in the Fort Worth System.

17.2 Liability. Liability for damages arising out of the receipt, transportation, delivery, storage, treatment, handling and/or disposal of all wastewater discharged into the Fort Worth System shall remain with the Customer, together with title to the wastewater, until the wastewater passes through the Point of Entry. Thereafter, Fort Worth shall have liability for damages arising out of the receipt, transportation, delivery, storage, treatment, handling and/or disposal of all wastewater discharged into the Fort Worth System, save and except that title to, and liability for a discharge from the Customer's System that violates this Agreement shall remain with the Customer. Each Party agrees to save, release and hold harmless the other Party from all claims, demands, and causes of action, damages, losses and costs, fines and expenses, including reasonable attorneys' fees, and all response, remediation and corrective action costs (collectively "Liabilities") that may be asserted by anyone, including state and federal administrative agencies, at any time on account of the contents, transportation, delivery, reception, storage, treatment handling and/or disposal of the wastewater while it is in the control of such Party, except that Customer shall save, release and hold harmless Fort Worth from all Liabilities that may be asserted by anyone at any time on account of any discharge originating in the Customer System that does not comply with the terms of this Agreement, even if the liability arises out of Fort Worth's strict liability. To the extent that the liability of Fort Worth is attributable to wholesale customer discharges, but cannot be attributed to a specific wholesale customer, the liability shall be a System Cost. This covenant is not made for the benefit of any third party.

17.3 Independent Contractors. Contracts made and entered into by either Customer or Fort Worth for the construction, reconstruction or repair of any Delivery Facility shall include the requirement that the independent contractor(s) must provide adequate insurance protecting both the Customer and Fort Worth as co-insured. Such contracts must also provide that the independent contractor(s) covenant to indemnify, hold harmless and defend both the Customer and Fort Worth against any and all suits or claims for damages of any nature arising out of the performance of such contracts.

ARTICLE 18. Compliance with Permit Conditions

Customer acknowledges that Fort Worth is the holder of discharge permits issued by the United States and the State of Texas. Customer agrees that it will comply with all permit conditions in any way relating to the collection system and the discharge into the Fort Worth System. Customer agrees, that if a fine is assessed against Fort Worth for any violation of any permit condition, and the violation is attributable to any act of omission or commission by Customer, that it shall indemnify and hold Fort Worth harmless from all Liabilities that result from the omission or commission by the Customer as provided in § 17.2. If the permit violation cannot be attributed to any specific customer or if the Liabilities are not reimbursed by the responsible

customer for any reason then, to the extent that the fines and expenses are attributable to wholesale customers, such fine is a System Cost.

ARTICLE 19. Term

This Agreement expires on September 30, 2037. It may be renewed on terms mutually agreeable to the Parties.

ARTICLE 20. Force Majeure

20.1 Notice and Suspension. If by any reason of force majeure either Party shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, other than the obligation of the Customer to make payments required under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

20.2 Definition. The term "force majeure," as used in this Article, means acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of wastewater collection, transportation, storage or treatment facilities, and inability on the part of Fort Worth to provide the wastewater services hereunder or of the Customer to deliver wastewater hereunder on account of any other cause not reasonably in the control of the Party claiming such inability.

ARTICLE 21. Breach, Termination and Other Remedies

21.1 Termination by Mutual Consent. This Agreement may be terminated in whole or in part by the mutual consent of Customer and Fort Worth. Fort Worth's decision on whether to consent to termination remains within its sole discretion; however, before consenting to termination, Fort Worth shall consult with WCAC regarding the circumstances of the proposed termination.

21.2 Termination for Material Breach. Notwithstanding anything in this Agreement to the contrary, any material breach by either Party to perform any of its duties or obligations under this Agreement, or to faithfully keep and perform any of the terms, conditions and provisions of this Agreement, shall be cause for termination of this Agreement by the non-breaching Party in the manner set forth in this § 21.2. Upon such breach, the non-breaching Party may notify the breaching Party of the non-breaching Party's intention to terminate this Agreement if the breaching Party fails to cure such breach within ninety (90) days from the date of the notice. The notice must include a reasonable description of the breach. The non-breaching Party shall notify the breaching Party in writing upon acceptance of the cure of any breach. If by the ninetieth (90th) day the breaching Party fails or refuses to cure such breach pursuant to the terms and

conditions of this Agreement, then the non-breaching Party shall have the right to terminate this Agreement with six months additional notice to the breaching Party.

21.3 Termination for Repeated Breach. Upon a second (or any repeated) breach of a similar nature by a Party and irrespective of any cure of such breach, the non-breaching Party may, after six (6) months notice to the breaching Party, terminate this Agreement. That notice must be provided within a reasonable time after the repeated breach that is the basis for the termination.

21.4 Material Breach. The following breach, default or failure to perform a duty or obligation under this Agreement is a material breach:

- a. Failure to adopt and enforce any ordinance that the Customer is required by this Agreement to adopt and enforce;
- b. Failure to pay any bill, charge, or fee as required by this Agreement, including Impact Fees.
- c. Connecting to or discharging into the Fort Worth System at any point that is not expressly authorized under the terms of this Agreement;
- d. Failure to provide Fort Worth ingress and egress for purposes of sampling or operation and maintenance of any Customer Point of Entry, including the metering and sampling facility;
- e. Failure to permit any sampling of wastewater authorized by this Agreement, whether at the point of connection or within the Customer's System;
- f. Failure to provide to Fort Worth the rights-of-way that Customer is required to provide under the terms of this Agreement;
- g. Failure to investigate discharges or disconnect Industrial Users of Customer pursuant to §§ 8.3 and 8.4;
- h. Failure to comply with **Article 9** (Wastewater Quality), including failure to maintain the required quality of discharge and failure comply with the requirements pertaining to SIU;
- i. Failure to comply with **Article 10** (Resale of Wastewater Services and Large Volume Retail Customers); or
- j. Failure to comply with **Article 18** (Compliance with Permit Conditions).

All other breaches are deemed to be non-material.

21.5 Notice and Cure. In the event of a material or non-material breach, default or failure to perform a duty under this Agreement, the non-breaching Party may send a notice of such default to the breaching Party. The notice must include a reasonable description of the breach. If the breaching Party fails to cure the breach, default or failure within 60 days of that notice, then the non-breaching Party may give the breaching Party a second notice of its failure to cure the breach. Failure to cure the breach within 30 days after the second notice shall constitute a repeated breach, and may result in termination of this Agreement as provided in § 21.3 for repeated breach. Fort Worth may, upon breach by a Customer, surcharge the Customer an amount developed and calculated by Fort Worth intended to reimburse Fort Worth for any damages each month, including 10% interest, until Customer cures that breach. Because failure to perform obligations under this Agreement cannot be adequately compensated in money damages alone, the Parties shall have available to them the equitable remedy of specific performance in addition to any other legal or equitable remedy as may be provided by law.

21.6 Notice and Cure for Nonpayment of Impact Fees. If the breach is based on the non-payment or underpayment of Impact Fees, then the Customer shall pay Fort Worth the amount of the non-payment or under-payment within 60 days of the notice required by §§ 21.2 or 21.5, plus interest at a rate of 10% of the amount owed, accruing from the time at which the payment was due. An additional charge of \$500.00 will be added if no Impact Fee report was filed.

21.7 Notice and Cure for Breach of SIU Obligations. If Customer breaches its obligations to enforce the provisions of §§ 9.2 or 9.4, then the § 21.2 90-day notice provisions do not apply and the Director, in his sole discretion, may send a notice setting the time in which the Customer shall cure the breach, and may surcharge Customer an amount developed and calculated to reimburse Fort Worth for any damages each month, including 10% interest, until Customer cures that breach. If Customer fails or refuses to cure the breach within the stated time then, in addition to other remedies available under this Agreement, Fort Worth shall have the right to declare this Agreement terminated after six (6) months additional notice to Customer.

21.8 Effect of Termination. Upon termination of this Agreement under this **Article 21**, all rights, powers, and privileges of Customer and Fort Worth under this Agreement shall cease and terminate, and neither Party shall make any claim of any kind whatsoever against the other Party, its agents or representatives, by reason of termination or any act incident to termination, if the terminating Party acted reasonably and the termination was not unreasonable, or arbitrary and capricious. If this Agreement is not renewed before it expires, and the Parties are negotiating in good faith regarding the provisions of a new agreement, then the Parties may extend the date for termination, in writing that refers to this § 21.8 and is signed by both Parties. If this Agreement is not renewed, or if the Agreement is terminated by one of the Parties pursuant to this **Article 21**, then this Agreement requires Customer to develop alternative or replacement wastewater services before the expiration or termination of this Agreement; this requirement may be enforced by the equitable remedy of specific performance, sought by court order, in addition to any other legal or equitable remedy as may be provided by law. No continuation of the service obligation exists or will be implied after expiration or termination.

21.9 No Waiver by Fort Worth. Any failure by Fort Worth to terminate this Agreement, or the acceptance by Fort Worth of any benefits under this Agreement, for any period of time after a material breach, default or failure by Customer shall not be determined to be a waiver by Fort Worth of any rights to terminate this Agreement for any subsequent material breach, default or failure.

21.10 No Waiver by Customer. Any failure by Customer to terminate this Agreement, or the acceptance by Customer of any benefits under this Agreement, for any period of time after a material breach, default or failure by Fort Worth shall not be determined to be a waiver by Customer of any rights to terminate this Agreement for any subsequent material breach, default or failure.

ARTICLE 22. Impact Fees

22.1 Calculation of Impact Fees

- 22.1.1 The amount of the Impact Fee to be paid by Customer shall be based upon the size of water meter and shall be equal to the amount of the Impact Fee adopted by Fort Worth and collected for the same size water meter and type of connection within the jurisdiction of Fort Worth. However, regardless whether the connection would qualify as "new development" for purposes of the Customer's System, the Impact Fee due to Fort Worth shall include an amount equal to the Impact Fee for each connection not only to new construction, but also to existing structures or connections not previously served through the Fort Worth System, for example those taken off septic systems or diverted from other city, developer or homeowner wastewater systems
- 22.1.2 The dollar amount of the Impact Fee shall be consistent with the Fort Worth ordinance adopting Impact Fees in accordance with all applicable state and federal regulations, including Chapter 395, and its calculation shall include only those costs allowed under § 395.012 (or its amended or successor statute) that are associated with Capital Improvements necessary to provide service to new development.
- 22.1.3 Nothing in this Agreement shall be deemed to prevent either Fort Worth or Customer from charging their own retail customers an Impact Fees that differs from the Impact Fee amount authorized by this Agreement.

22.2 Payment of Impact Fees.

- 22.2.1 On a quarterly basis, Customer shall pay to Fort Worth an Impact Fee for each new, enlarged or newly served connection for wastewater service made within Customer's Service Area served by the Fort Worth System.
- 22.2.2 As part of the Customer's application to Fort Worth for any new Point of Entry, and before construction of the facilities required for the Point of Entry, Customer shall pay to Fort Worth an amount equal to the Impact Fee for each existing sewer connection that will flow through the new or enlarged Point of Entry when it is first completed, and is not currently being served by the Fort Worth System. Upon connection of the new Point of Entry, Customer shall pay all unpaid Impact Fees for connections made since the initial payment with the application, and begin quarterly payments for additional connections to the Point of Entry as required in § 22.2.1.

22.3 Use of Impact Fees. As required by Chapter 395, Fort Worth agrees that all money remitted to it pursuant to this **Article 22** will be placed in an interest bearing account to pay only for the cost of constructing Capital Improvements included in Fort Worth's Chapter 395 capital improvements plan, and will not be used for operation and maintenance expenses. Once expended, such funds and all interest earned thereon will be considered a "contribution" for rate

setting purposes only. To the extent that the cost of any Capital Improvement is recovered through Impact Fees, it shall not be included in the System Cost.

22.4 Impact Fee Report. Customer shall provide to Fort Worth information that relates to the making of new and/or enlarged connections within its jurisdiction as may be requested by the Director, including building permits, with each quarterly payment required in this **Article 22**.

22.5 No Waiver. Neither Fort Worth nor Customer shall waive any Impact Fee due from new or enlarged connections to its respective system within its jurisdiction. However, either Fort Worth or Customer may pay such Impact Fee into the interest bearing Impact Fee account required by § 22.3.

22.6 Customer Impact Fee Committee ("CIFIC"). The Wholesale Wastewater Advisory Committee created pursuant to **Article 23** shall select five (5) of its members to a subcommittee to be known as the Customer Impact Fee Committee ("CIFIC"). As required by Texas Local Government Code § 395.052, at least every five (5) years Fort Worth will update the land use assumptions and capital improvements plan upon which the Fort Worth Impact Fees are based, or make the determination under Chapter 395 that no update is required. Fort Worth shall submit a copy of the annual report of Fort Worth Impact Fee projects and expenditures to the Wholesale Wastewater Advisory Committee Rate Subcommittee. Every five years in conjunction with Fort Worth's updates, the CIFIC shall submit a list of qualified engineers or planning consultants to the Director, and the Director shall select a consultant from such list to assist Fort Worth in developing land use assumptions, identifying capital improvements, and formulating capital improvement plans and Impact Fees. The consultant shall be responsible to Fort Worth and its citizen's advisory committee, but shall also report to the CIFIC. The cost of the consultant shall be deemed a System Cost, to the extent that its work pertains to the wholesale customer class, and except to the extent that such cost is recovered through Impact Fees. If the CIFIC fails to submit a list of consultants to Fort Worth, Fort Worth shall select the consultant.

22.7 Capital Improvements Plan. Fort Worth agrees that only the Capital Improvements as defined in § 1.4 shall be included in the capital improvements plan for the purpose of determining Impact Fees; provided however, Fort Worth may include other capital improvements for the purpose of determining Impact Fees to its own retail customers. Fort Worth shall not be required to include all of its capital improvements in its Chapter 395 capital improvements plan. The CIFIC shall be responsible for working with Fort Worth and its consultants to determine the Capital Improvements to be included in the calculation of any Impact Fees. The CIFIC shall recommend to the Wholesale Wastewater Advisory Committee which Capital Improvements should be included in the calculation of any Impact Fees. The CIFIC shall also meet with Fort Worth's citizen advisory committee as such citizen's advisory committee reviews and considers land use assumptions, the capital improvements plan and Impact Fees.

22.8 Dissemination of Documents. Prior to the adoption of any land use assumptions, capital improvements plan, or Impact Fees assessed by Fort Worth, the CIFIC shall be furnished a copy of the proposed land use assumptions, capital improvement plans or Impact Fees at least thirty (30) days prior to any scheduled hearing thereon. Any revised Impact Fee adopted pursuant to

such updated capital improvements plan shall not take effect for a period of at least ninety (90) days after adoption by Fort Worth.

22.9 Current Impact Fees. Customer agrees to pay Impact Fees in the amounts determined pursuant to this **Article 22**. On the Effective Date, those impact fees are the Impact Fees most recently adopted by the Fort Worth City Council before the Effective Date. Thereafter the Impact Fees are those in effect by Fort Worth ordinance at the time the new or enlarged connection is made, or additional retail customers are added to Customer System flows that enter the Fort Worth System.

22.10 Changes to Chapter 395. Fort Worth and Customer agree that the methodology for the calculation of Impact Fees required by this Agreement shall be consistent with the methodology prescribed by Chapter 395. If that statutory methodology is amended or replaced by a new statute, the Wholesale Wastewater Advisory Committee may engage legal counsel to work with Fort Worth to propose amendments to this Agreement to conform it to such amendment or new statute. The reasonable cost of such legal counsel shall be a System Cost.

ARTICLE 23. Wholesale Wastewater Advisory Committee

Customer's governing body shall annually appoint a representative to be a voting member of the Wholesale Wastewater Advisory Committee which Committee is hereby created and established and whose purpose shall be to consult with and advise Fort Worth, through the Director, on matters pertaining to planning, improvements, grants, rate studies, budgets, administration, and additional wholesale customers, whether same be wholesale customers of Customer or Fort Worth. The Committee, at its first meeting, shall elect a Chairman, Vice Chairman and Secretary. The Committee may establish bylaws governing the election of officers, meeting dates and other matters pertinent to its functioning.

ARTICLE 24. Miscellaneous

24.1 Favored Nations. Fort Worth and Customer agree that if Fort Worth should enter into any future Agreement for supplying wholesale wastewater service to any municipality under more favorable terms or conditions than set forth herein, this Agreement shall be amended to provide the same terms and conditions with respect to the wastewater service to be provided to Customer under this Agreement.

24.2 Subject to Laws and Permits. This Agreement is subject to all applicable federal and state laws and any applicable permits, amendments, orders, or regulations of any state or federal governmental authority having or asserting jurisdiction, but nothing contained in this Agreement shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction. Customer agrees to abide by any changes in this Agreement made necessary by any new, amended, or revised state or federal regulation; however the Parties may not enact rules or laws that conflict with this Agreement.

24.3 Entry on Customer's Premises. Upon prior notice by the Director, Customer shall allow any duly authorized employee of Fort Worth who presents proper credentials to access any

premises located within Customer's Service Area or served by Customer as may be necessary for the purpose of inspections and observation, measurements, sampling and testing and/or auditing, in accordance with the provisions of this Agreement. Customer may elect to accompany the Fort Worth representative. To the extent permitted by law, Fort Worth agrees to be responsible to Customer for any damage or injury to person or property caused by the negligence of such duly authorized employee while such employee is in the course and scope of their employment.

24.4 Alternative Dispute Resolution.

24.4.1 The Parties shall endeavor, but only to the extent permitted by applicable law and at no additional cost to Customer, to settle all disputes arising out of or relating to this Agreement by amicable negotiations.

24.4.2 Any and all disputes arising out of or relating to this Agreement that cannot be resolved informally will be submitted to mediation. The place of mediation shall be in Tarrant County, Texas. A mediator shall be jointly agreed to by both Parties, and the mediator selected shall have expertise in the purchase of wastewater treatment services. Either Party may apply for injunctive relief until the mediation decision is rendered or the controversy is otherwise resolved. Either Party may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the Parties' mediated resolution of the controversy. Each Party shall initially bear its own costs and expenses; however, unless otherwise agreed in mediation, Fort Worth's costs in mediation, including expenses, reasonable attorneys' fees and other costs, shall be a System Cost. Nothing occurring during mediation shall be considered evidence in court.

24.4.3 If mediation is not successful, either Party may commence litigation to resolve the dispute. Fort Worth's litigation costs shall be a System Cost.

24.5 Inspection and Audit. Complete records and accounts required to be maintained by each Party shall be kept for a period of five (5) years. Each Party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours; and further, if required by any law, rule or regulation, make said records and accounts available to federal and/or state auditors. The responding Party shall make the records available promptly upon request.

24.6 Use and Sale of Treated Effluent. Customer agrees that Fort Worth has the right to own and to use or sell any effluent produced from the Customer's wastewater as a result of the services rendered under this Agreement. Customer agrees that it is not entitled to credit of any type, either in the exchange of water, money, or other consideration, for any effluent delivered to Fort Worth's Village Creek Water Reclamation Facility, another wastewater treatment plant or water reclamation facility that is owned and operated by Fort Worth, or another POTW. Diversion of Untreated Effluent.

24.7 Diversion of Untreated Effluent. Because cost recovery, as well as management of capacity and operation of the Fort Worth System, require continuous and predictable wastewater flows, Customer shall not divert any wastewater flows or wastewater connections (except as necessary to cease prohibited discharges) once they have begun discharging into the Customer System for treatment under this Agreement.

24.8 Assignment. Customer may not assign this Agreement without the prior written consent of Fort Worth. Fort Worth may not assign this Agreement without the prior written consent of Customer, except that if Fort Worth's wastewater utility is designated as a regional wastewater or sewer utility agency by a duly authorized regulatory body, or if Fort Worth elects to contract with or assign this Agreement to a regional wastewater or sewer authority or utility to provide all or part of the services covered by this Agreement, the Customer hereby agrees and grants Fort Worth the right to assign this Agreement under the following conditions. The regional authority or utility shall assume and receive the same obligations, responsibilities and benefits as Fort Worth, and Fort Worth or the regional authority or utility will notify the Customer of such assignment at least ninety (90) days prior to its effective date.

24.9 No Waiver. No waiver by either Party of any term or condition of this Agreement, or failure to give notice of any breach, shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

24.10 Venue. The Parties agree that this Agreement is performable in Tarrant County, Texas and that the courts of Tarrant County are a proper forum for the determination of any dispute arising under this Agreement.

24.11 Construction. As used in this Agreement, the term "including" means "including without limitation," the words "shall" and "will" are mandatory and the word "may" is permissive, and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular.

24.12 Effect of Agreement. This Agreement is for the collection and treatment of Customer's wastewater and for related infrastructure and capital contributions as set forth herein. Unless expressly stated in this Agreement, any other Agreements that may be in effect between the Parties for the construction of infrastructure or other subject matters shall remain in full force and effect.

24.13 Severability. If any term or provision in this Agreement is held to be invalid or unenforceable by any legislative act or court of competent jurisdiction, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such invalid or unenforceable provision shall be deemed severed from this Agreement without invalidating the remainder of this Agreement, and a new provision shall be deemed substituted in lieu of the provision severed, which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision severed, and without affecting any other term or provision in this Agreement.

24.14 System Regulatory Actions. Customer agrees, upon Fort Worth's request, to give reasonable consideration to supporting Fort Worth, and shall not oppose Fort Worth, on any permit applications or governmental approvals related to the Fort Worth System.

24.15 Additional Contract Terms. Additional contract terms that apply to the Customer, but not Fort Worth's other wholesale customers, are contained in **Exhibit D** "Additional Terms."

24.16 Exhibits. All exhibits attached to this Agreement are incorporated into this Agreement by reference, for all intents and purposes of this Agreement, as follows:

- Exhibit A Map showing the boundaries of the Customer's Service Area and mutually agreed point(s) of connection.
- Exhibit B Example of Monthly Wholesale Wastewater Bill Calculation
- Exhibit C Calculation of PILOT and Cost-of-Service Revenue Requirement to Recover the Cost of PILOT
- Exhibit D Additional Terms [if any]

ARTICLE 25. Effective Date

The effective date and time of this Agreement for all purposes is May 9, 2017 at 12:01 a.m. Upon the Effective date, the Wholesale Wastewater Contract then in effect between Fort Worth and the Customer is terminated and superseded by this Agreement.

IN TESTIMONY WHEREOF, after proper action by the respective governing bodies of the Parties, this Agreement has been executed in quadruplicate copies, each of which is considered to be an original.

ATTEST:

CITY OF FORT WORTH

Mary Kayser
City Secretary, City of Fort Worth

Jesus J. Chapa
Assistant City Manager, City of Fort Worth

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Christa R. Lopez-Reynolds
Sr. Assistant City Attorney, City of Fort Worth

APPROVAL RECOMMENDED:

John Carman, Director
City of Fort Worth Water Department

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Name of Employee

Title

ATTEST:

CITY OF LAKE WORTH

City Secretary

By: _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

City Attorney
Date: _____

APPROVAL RECOMMENDED:

Print Name: _____
Title: _____

EXHIBIT A

MAP

Boundaries of the Customer's Service Area and
Mutually Agreed Point(s) of Entry

EXHIBIT B

EXAMPLE OF MONTHLY WHOLESALE WASTEWATER BILL CALCULATION

Sample Wholesale Wastewater Bill

Billing for Oct 1 to Oct
31, 2015

FY14 Rates	Volume	<u>\$1.2784</u>	BOD	<u>\$0.3532</u>	TSS	<u>\$0.2514</u>
	Service	<u>\$75.00</u>				

Meter Readings:

Current	443,683,000
Previous	409,666,000
Gallons	34,017,000

Billing Calculations:

Volume:
Gallons * Rate/1,000 \$43,487.33

BOD:
Strength * 8.34 *
Gallons/1,000,000
Strength: 220 \$22,044.76

TSS:
Strength * 8.34 *
Gallons/1,000,000
Strength: 213 \$15,191.72

Service:	<u>\$75.00</u>
Total Due	\$80,798.82

EXHIBIT C

CALCULATION

of PILOT and Cost-of-Service Revenue Requirement to Recover the Cost of PILOT

NARUC	Description	Original Cost	Accumulated Depreciation	CWIP	Net Asset Base
310.00	Land & Land Rights	\$714,375			\$714,375
325.00	Electric Equipment - Treatment	\$160,720	\$36,562		\$124,158
332.00	Water Treatment Equipment	\$87,010	\$11,601		\$75,409
334.00	Computer Equipment	\$5,845	\$2,776		\$3,069
350.00	Land & Land Rights - Collection Structures & Improvements -	\$2,253,986	\$1,750	\$95,000	\$2,347,236
351.00	Collection	\$8,602,142	\$2,633,660		\$5,968,482
354.00	Metering Equipment & Structures	\$886,955	\$886,955		\$0
355.00	Meter Stations	\$3,185,037	\$2,831,134	\$6,999,264	\$7,353,166
360.00	Land & Land Rights - Pumping Structures & Improvements	\$675,016			\$675,016
361.00		\$11,214,763	\$2,620,965		\$8,593,798
363.00	Electric Pumping Equipment	\$5,185,660	\$2,773,039		\$2,412,621
370.00	Land & Land Rights - Plant Structures & Improvements -	\$8,417,155			\$8,417,155
371.00	Pumping	\$122,803,279	\$81,871,598	\$144,829	\$41,076,510
372.00	Treatment & Disposal Equipment	\$182,373,057	\$118,349,068	\$4,834,395	\$68,858,385
373.00	Odor Conrol System	\$9,750,516	\$3,375,404		\$6,375,112
374.00	Outfall Sewer Lines	\$1,359,125	\$693,135		\$665,990
375.00	Other Treatment & Disposal	\$84,867,001	\$12,465,183		\$72,401,817
389.00	Land & Land Rights	\$365,360			\$365,360
390.00	Other Structures & Improvements	\$1,942,178	\$679,575	\$14,215	\$1,276,818
391.00	Office Furniture and Equipment	\$4,367,875	\$4,151,297		\$216,578
392.00	Transportation Equipment	\$15,447,320	\$12,983,736		\$2,463,584
393.00	Stores Equipment Tools, Shop and Garage	\$90,520	\$86,444		\$4,076
394.00	Equipment	\$1,201,618	\$818,843		\$382,776
395.00	Laboratory Equipment	\$1,456,642	\$936,524		\$520,117
396.00	Power Operated Equipment	\$460,353	\$381,031		\$79,322
397.00	Communications Equipment	\$260,308	\$255,170		\$5,138
398.00	Miscellaneous Equipment	\$16,443	\$8,222		\$8,222
Total		\$468,150,258	\$248,853,671	\$12,087,703	\$231,384,290
					Tax Rate/\$100
					\$0.8550
					PILOT
					\$1,978,336
					Wholesale
					Share
					25.29%
					Wholesale
					PILOT
					\$500,338

All Data from City of Fort Worth Financial
System

EXHIBIT D
ADDITIONAL TERMS

Lake Worth City Council Meeting – April 11, 2017

Agenda Item No. E.2

From:

Stacey Almond, City Manager

Item:

Discuss and consider Ordinance No. 1078, amending Section 13.403 of the Code of Ordinances regarding water and wastewater system facility access fees.

Summary:

The City of Fort Worth adopted the new Impact Fee Ordinance on December 6, 2016 with an April 1, 2017 effective date for Fort Worth Water and their Wholesale Customers.

The new ordinance changes the assessment and collection of impact fees. New collection rates are based upon final plats recorded date, customer dates, and building permit dates.

This new process will affect how we collect impact fees and the City of Fort Worth has issues all wholesale customers a new rate calculator which is effective April 1, 2017. The attached PowerPoint is for reference and explains in greater detail the process and assessment of impact fees.

To ensure Lake Worth can effectively implement the new fees adopted by the City of Fort Worth, Section 13.403 needs to be modified to clarify the nature of the water and wastewater system facility access fees.

Fiscal Impact:

N/A

Attachments:

1. Ordinance No. 1078;
2. City of Fort Worth updated Impact Fee Ordinance; and
3. Wholesale Impact Fee Presentation.

Recommended Motion or Action:

Move to approve Ordinance No. 1078 amending Section 13.403 of the Code of Ordinances regarding water and wastewater system facility access fees.

ORDINANCE NO. 1078

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS AMENDING SECTION 13.403 OF THE CODE OF ORDINANCES REGARDING WATER AND WASTEWATER SYSTEM FACILITY ACCESS FEES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth, Texas is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City of Lake Worth previously entered into wholesale water and wastewater contracts with the City of Fort Worth to provide water and wastewater services to the City of Lake Worth; and

WHEREAS, the wholesale water and wastewater contracts with Fort Worth require that the City of Lake Worth pass through Fort Worth water and wastewater system facility access fees (impact fees) to the customers in Lake Worth; and

WHEREAS, the City of Lake Worth has established water and wastewater system facility access fees pursuant to Article 13.400 of the City's Code of Ordinances; and

WHEREAS, the City Council of the City of Lake Worth now deems it advisable and in the public interest to amend Section 13.403 of the Code of Ordinances to clarify the nature of the water and wastewater system facility access fees.

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

SECTION 1.

That Section 13.403 "System Facility Access Fee" of the Code of Ordinances is hereby amended to read as follows:

Sec. 13.403 System Facility Access Fee (Fort Worth Impact Fee)

The system facility access fees are those imposed upon the City of Lake Worth by the City of Fort Worth for providing water and wastewater service to new development contained within the incorporated city limits of Lake Worth and to which service is provided either directly or indirectly by the City of Fort Worth water and wastewater systems. The system facility access fees for residential and other classes of customers shall be the applicable system facility access fees (impact fees) set and assessed by the City of Fort Worth pursuant to the wholesale water and wastewater contracts

between Fort Worth and Lake Worth.

SECTION 2.

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

SECTION 3.

That it is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 4.

That this ordinance shall be in full force and effect from and after its passage and it is so ordained.

PASSED AND APPROVED on this 11th day of April, 2017.

CITY OF LAKE WORTH:

Walter Bowen, Mayor

ATTEST:

Monica Solko, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 35, “WATER AND SEWERS”, OF THE CODE OF THE CITY OF FORT WORTH (2015) AS AMENDED, BY AMENDING ARTICLE III “CHARGES”, DIVISION 2 “WATER AND WASTEWATER IMPACT FEES”, EXHIBIT A, INCORPORATED BY REFERENCE INTO SECTION 35-70.2(a); AMENDING EXHIBIT B, INCORPORATED BY REFERENCE INTO SECTION 35-70.2(b); AMENDING SCHEDULE 1, INCORPORATED BY REFERENCE INTO SECTIONS 35-70.3(a), 35-73(a) and 35-78(a); AMENDING SCHEDULE 2, INCORPORATED BY REFERENCE INTO SECTION 35-70.3(b), 35-73(b) and 35-78(b); AMENDING EXHIBIT C, INCORPORATED BY REFERENCE INTO SECTION 35-71(a); AMENDING EXHIBIT D, INCORPORATED BY REFERENCE INTO SECTION 35-72(a); AMENDING EXHIBIT E, INCORPORATED BY REFERENCE INTO SECTION 35-76(a); AMENDING EXHIBIT F, INCORPORATED BY REFERENCE INTO SECTION 35-77(a); MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES AND REPEALING ALL ORDINANCES AND PROVISIONS OF THE CODE OF THE CITY OF FORT WORTH IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 395.052(a) of Chapter 395 of the Texas Local Government Code requires the City to review and update its current Land Use Assumptions, Capital Improvements Plans and Impact Fees related to water and wastewater facilities at least every five (5) years; and

WHEREAS, in January of 2016, the City began the process to amend the Land Use Assumptions, Capital Improvements Plans and Impact Fees in compliance with the statutory requirements of Chapter 395; and

WHEREAS, the Capital Improvement Advisory Committee, established pursuant to Section 395.058 of Chapter 395, convened on April 14, June 8, July 7, August 15, September 14 and October 5, 2016 to discuss and review the Capital Improvement costs eligible to be included in the Impact Fee calculations, credit calculation methodology and

to review and approve the Land Use Assumptions, Capital Improvements Plans and Maximum Assessable Impact Fees; and to make a recommendation on the Impact Fees the City Council should adopt for collection; and

WHEREAS on October 12, 2016, the City made available to the public, copies of the proposed amended Land Use Assumptions and Capital Improvements Plans related to water and wastewater facilities and impact fees; and

WHEREAS, as required by Section 395.050 of the Texas Local Government Code, the Capital Improvement Advisory Committee approved the Land Use Assumptions, Capital Improvements Plans and Maximum Assessable Water and Wastewater Impact Fees per service unit and submitted its written comments on the proposed amendments to the City Council on November 1, 2016; and

WHEREAS, the Capital Improvement Advisory Committee recommends adoption of 40% of the Maximum Assessable per service unit established by the Land Use Assumptions and Capital Improvements Plans report which equates to \$1,758 and \$1,044, respectively, with an annual phase-in of \$627 per equivalent unit over three (3) years to reach the 40%; and

WHEREAS, as required by Section 395.054 of the Texas Local Government Code, the City Council conducted a public hearing to discuss the proposed amendments to the Land Use Assumptions, Capital Improvements Plans and Impact Fees on November 15, 2016, to be adopted by ordinance within thirty (30) days following the public hearing; and

WHEREAS, by the adoption of this ordinance, the City Council approves the amendments to the Land Use Assumptions and Capital Improvements Plans; and establishes the new Maximum Assessable Impact Fees and the schedule(s) of the amount of such Maximum Assessable Impact Fees to be collected upon issuance of a building permit.

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

SECTION 1.

Part II of the Code of the City of Fort Worth, Texas (2015), as amended, Chapter 35 “Water and Sewers”, Article III “Charges”, Division 2 “Water and Wastewater Impact Fees”, Section 35-70.2(a), Exhibit A, “Land Use Assumptions for Water”, incorporated by reference, is hereby amended to be as shown on **Exhibit A**, attached hereto.

SECTION 2.

Part II of the Code of the City of Fort Worth, Texas (2015), as amended, Chapter 35 “Water and Sewers”, Article III “Charges”, Division 2 “Water and Wastewater Impact Fees”, Section 35-70.2(b), Exhibit B, “Land Use Assumptions for Wastewater”, incorporated by reference is hereby amended to be as shown on **Exhibit B**, attached hereto.

SECTION 3.

Part II of the Code of the City of Fort Worth, Texas (2015), as amended, Chapter 35 “Water and Sewers”, Article III “Charges”, Division 2 “Water and Wastewater Impact Fees”, Sections 35-70.3(a), 35-73(a) and 35-78(a) Schedule 1 incorporated by reference is hereby amended to establish the new Maximum Assessable Impact Fees for Water and Wastewater for all plats recorded on or after April 1, 2017 as shown on the amended Schedule 1 attached hereto.

SECTION 4.

Part II of the Code of the City of Fort Worth, Texas (2015), as amended, Chapter 35 “Water and Sewers”, Article III “Charges”, Division 2 “Water and Wastewater Impact Fees”, Sections 35-70.3(b), 35-73(b) and 35-78(b) Schedule 2, incorporated by reference is hereby amended to show the discounted amount of the Maximum Assessable Impact Fees, established in Section 3, for all plats recorded on or after April 1, 2017 and, to be effective and collected at the time a building permit is issued by the schedules described and attached hereto:

- **Schedule 2A** shall be the discounted amount of the Maximum Assessable Impact Fees to be effective and collected for all building permits issued on or after April 1, 2017 but before April 1, 2018 and shall be titled “Collected Impact Fee for Water and Wastewater Schedule – Year 1”.
- **Schedule 2B** shall be the discounted amount of the Maximum Assessable Impact Fees to be effective and collected for all building permits issued on or after April 1, 2018 but before April 1, 2019, and shall be titled “Collected Impact Fee for Water and Wastewater Schedule – Year 2”.
- **Schedule 2C** shall be the discounted amount of the Maximum Assessable Impact Fees to be effective and collected for all building permits issued on or after April 1, 2019 until the adoption of new Impact Fees by the City Council in compliance with Chapter 395 of the Texas Local Government Code, and shall be titled “Collected Impact Fee for Water and Wastewater Schedule –Year 3”.

SECTION 5.

Part II of the Code of the City of Fort Worth, Texas (2015), as amended, Chapter 35 “Water and Sewers”, Article III “Charges”, Division 2 “Water and Wastewater Impact Fees”, Section 35-71(a), Exhibit C, “Water Benefit Area”, incorporated by reference, is hereby amended to be as shown on **Exhibit C**, attached hereto.

SECTION 6.

Part II of the Code of the City of Fort Worth, Texas (2015), as amended, Chapter 35 “Water and Sewers”, Article III “Charges”, Division 2 “Water and Wastewater Impact Fees”, Section 35-72(a), Exhibit D, “Water Capital Improvements Plan”, incorporated by reference, is hereby amended to be as shown on **Exhibit D**, attached hereto.

SECTION 7.

Part II of the Code of the City of Fort Worth, Texas (2015), as amended, Chapter 35 “Water and Sewers”, Article III “Charges”, Division 2 “Water and Wastewater Impact Fees”, Section 35-76(a), Exhibit E, “Wastewater Benefit Area”, incorporated by reference, is hereby amended to be as shown on **Exhibit E**, attached hereto.

SECTION 8.

Part II of the Code of the City of Fort Worth, Texas (2015), as amended, Chapter 35 “Water and Sewers”, Article III “Charges”, Division 2 “Water and Wastewater Impact Fees”, Section 35-77(a), Exhibit F, “Wastewater Capital Improvements Plan”, incorporated by reference, is hereby amended to be as shown on **Exhibit F**, attached hereto.

SECTION 9.

Part II of the Code of the City of Fort Worth, Texas (2015), as amended, Chapter 35 “Water and Sewers”, Article III “Charges”, Division 2 “Water and Wastewater Impact Fees”, Section 35-70.5(b)(1), “Computation and Collection of Impact Fee”, is hereby amended to be as follows:

The amount of each Impact Fee due shall be determined by multiplying the number of service units generated by the new development by the Impact Fee due per service unit for the benefit area using the schedule then in effect.

SECTION 10.

This ordinance shall be cumulative of all provisions of ordinances and of the Code of the City of Fort Worth, Texas (2015), as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 11.

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

SECTION 12.

This ordinance shall be effective on April 1, 2017.

APPROVED AS TO FORM AND LEGALITY:

Christa R. Lopez-Reynolds
Sr. Assistant City Attorney

Mary Kayser, City Secretary

ADOPTED: _____

SCHEDULE 1
MAXIMUM ASSESSABLE IMPACT FEE FOR WATER AND WASTEWATER
SCHEDULE

For all Plats Recorded on or after April 1, 2017

METER SIZE	EQUIVALENCY FACTOR	WATER IMPACT FEE	WASTEWATER IMPACT FEE
5/8" x 5/8" and 5/8" x 3/4"	1.00	\$4,395	\$2,609
3/4" x 3/4"	1.50	\$6,593	\$3,914
1"	2.50	\$10,988	\$6,523
1-1/2"	5.00	\$21,975	\$13,045
2"	8.00	\$35,160	\$20,872
3"	21.75	\$95,591	\$56,746
4"	37.50	\$164,813	\$97,838
6"	80.00	\$351,600	\$208,720
8"	140.00	\$615,300	\$365,260
10"	210.00	\$922,950	\$547,890

Referenced in Section 35-70.3(a), 35-73(a) and 35-78(a)

SCHEDULE 2A
THE EFFECTIVE AND COLLECTED IMPACT FEE FOR WATER AND
WASTEWATER SCHEDULE –
YEAR 1
Effective for all Building Permits issued on or after April 1, 2017,
but before April 1, 2018

METER SIZE	EQUIVALENCY FACTOR	WATER IMPACT FEE	WASTEWATER IMPACT FEE
5/8" x 5/8" and 5/8" x 3/4"	1.00	\$971	\$577
3/4" x 3/4"	1.50	\$1,457	\$865
1"	2.50	\$2,428	\$1,442
1-1/2"	5.00	\$4,857	\$2,883
2"	8.00	\$7,771	\$4,613
3"	21.75	\$21,127	\$12,542
4"	37.50	\$36,426	\$21,624
6"	80.00	\$77,709	\$46,131
8"	140.00	\$135,991	\$80,729
10"	210.00	\$203,987	\$121,093

Referenced in Section 35-70.3(a), 35-73(a) and 35-78(a)

SCHEDULE 2B
THE EFFECTIVE AND COLLECTED IMPACT FEE FOR WATER AND
WASTEWATER SCHEDULE –
YEAR 2
Effective for all Building Permits issued on or after April 1, 2018,
but before April 1, 2019

METER SIZE	EQUIVALENCY FACTOR	WATER IMPACT FEE	WASTEWATER IMPACT FEE
5/8" x 5/8" and 5/8" x 3/4"	1.00	\$1,365	\$810
3/4" x 3/4"	1.50	\$2,047	\$1,215
1"	2.50	\$3,412	\$2,025
1-1/2"	5.00	\$6,824	\$4,051
2"	8.00	\$10,918	\$6,482
3"	21.75	\$29,685	\$17,622
4"	37.50	\$51,180	\$30,382
6"	80.00	\$109,185	\$64,815
8"	140.00	\$191,073	\$113,427
10"	210.00	\$286,610	\$170,140

Referenced in Section 35-70.3(a), 35-73(a) and 35-78(a)

SCHEDULE 2C
THE EFFECTIVE AND COLLECTED IMPACT FEE FOR WATER AND
WASTEWATER SCHEDULE –
YEAR 3

Effective for all Building Permits issued on or after April 1, 2019

METER SIZE	EQUIVALENCY FACTOR	WATER IMPACT FEE	WASTEWATER IMPACT FEE
5/8" x 5/8" and 5/8" x 3/4"	1.00	\$1,758	\$1,044
3/4" x 3/4"	1.50	\$2,637	\$1,566
1"	2.50	\$4,396	\$2,609
1-1/2"	5.00	\$8,791	\$5,219
2"	8.00	\$14,066	\$8,350
3"	21.75	\$38,242	\$22,702
4"	37.50	\$65,934	\$39,141
6"	80.00	\$140,660	\$83,500
8"	140.00	\$246,155	\$146,125
10"	210.00	\$369,233	\$219,187

Referenced in Section 35-70.3(a), 35-73(a) and 35-78(a)

Water & Wastewater Impact Fee Implementation

March 15, 2017

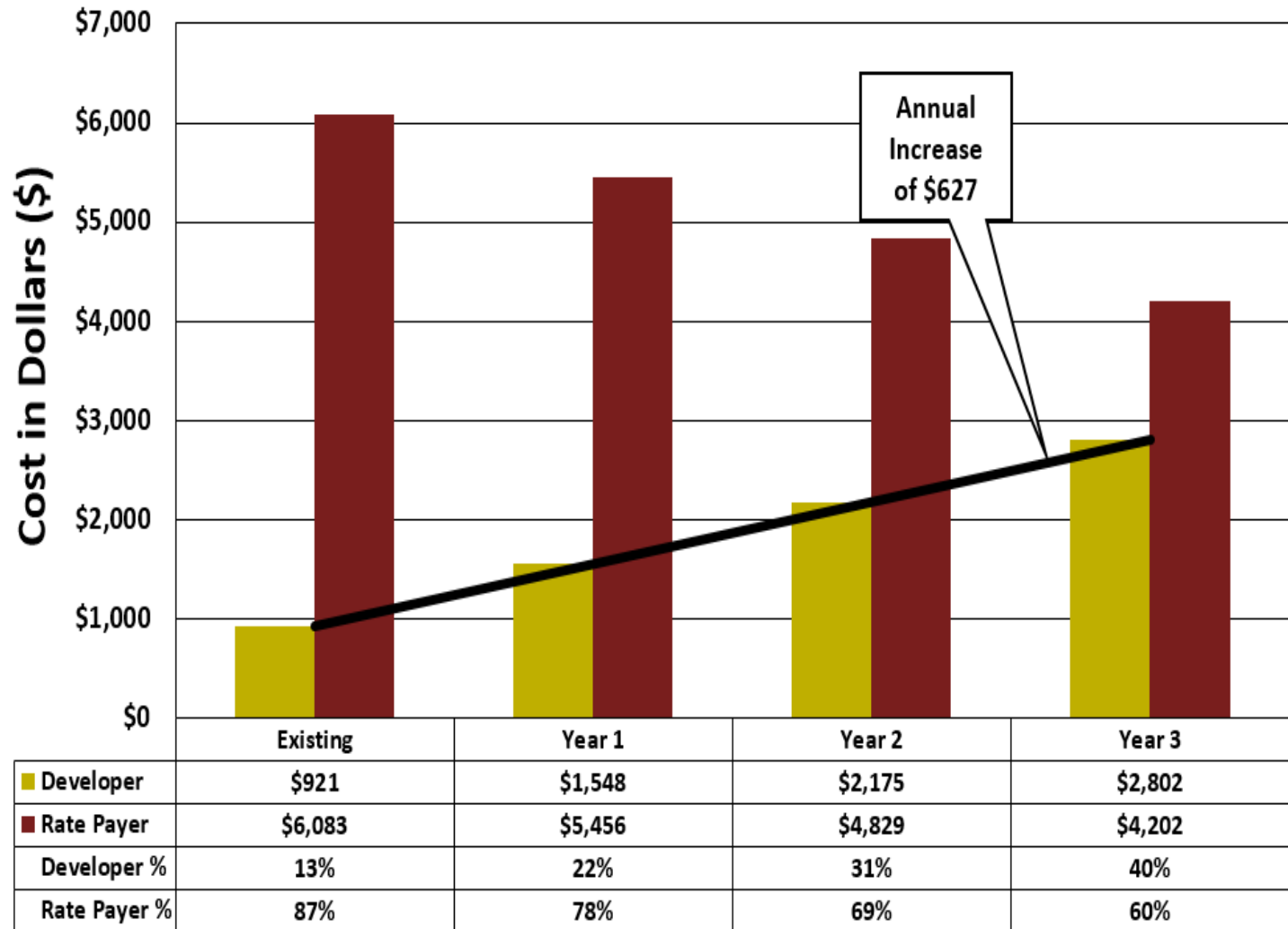
Agenda

- Recap on Timeline & Differences from the Previous Impact Fee Study
- Adoption Schedule for an Equivalent Service Unit
- Assessment and Collection of Impact Fees Guide
- Effective Impact Fee Schedule for Plats Filed Prior to Wholesale Contract Execution Date
- FWW Impact Fee Ordinance Summary

Recap on Timeline & Differences from the Previous IF Study

- Timeline
 - Nov. 15, 2016 Public Hearing Held
 - Dec. 6, 2016 FW Council Adoption
 - April 1, 2017 Effective Date for FWW and Wholesale Customers
- Major Differences from Previous IF Study
 - Financing costs from FWW growth-related facilities
 - TRA and TRWD regional providers' growth-related capital improvement and financing costs
 - Regional transmission mains and interceptors related to growth.

Adoption Schedule for an Equivalent Service Unit: 40% Max Allowable with 3 Year Phase-In



*Maximum Allowable Impact Fee is calculated for a 5/8 x 3/4" meter.

Assessment and Collection of Impact Fees Guide

Final plats recorded prior to April 1, 2017 but before Wholesale Contract Execution Date	
Building permit obtained after April 1, 2017	Collect Impact Fee per the Impact Fee Estimator
Final plats recorded prior to April 1, 2017 but after Wholesale Contract Execution Date	
Building permit obtained after April 1, 2017	Collect Impact Fee per the Impact Fee Estimator
Final plats recorded on or after April 1, 2017	
Building permit obtained on or after April 1, 2017 but before April 1, 2018	Collect Impact Fee per the Impact Fee Schedule 2A of Ordinance 22525-12-2016
Building permit obtained on or after April 1, 2018 but before April 1, 2019	Collect Impact Fee per the Impact Fee Schedule 2B of Ordinance 22525-12-2016
Building permit obtained on or after April 1, 2019	Collect Impact Fee per the Impact Fee Schedule 2C of Ordinance 22525-12-2016

Assessment and Collection of Impact Fees Guide (cont.)

- The last step increase in a adopted Impact Fee Ordinance is applicable for the entire Ordinance adoption duration.
- Execution Date of the Wholesale Contract with Impact Fee language = the earliest Impact Fee Schedule that is applicable to that Wholesale Customer.
- Final Plat Recording Date = Impact Fee Schedule Assessment
- Building Permit Date = Impact Fee Collection



Effective Impact Fee Schedule for Plats Filed Prior to Wholesale Contract Execution Date

Effective Impact Fee Schedule for Plats Filed Prior to Wholesale Contract Execution Date	Wholesale Customers
Impact Fee Schedule of 7/2/91 to 6/5/93 FW Ordinance 10870 – Schedule 2 III	Blue Mound, Burleson, Crowley, DFW Airport, Dalworthington Gardens, Edgecliff Village, Everman, Forest Hill, Haltom City, Haslet, Hurst, Keller, Kennedale, Lake Worth, North Richland Hills, Pantego, Richland Hills, River Oaks, Saginaw, Sansom Park, TRA Sewer, TC MUD, Westover Hills, Westworth Village and White Settlement
Impact Fee Schedule of 6/5/96 to 6/4/99 FW Ordinance 12538 – Schedule 2	Grand Prairie, Northlake, Roanoke, Watauga and Westlake
Impact Fee Schedule of 6/5/99 to 6/6/2004 FW Ordinance 13810 – Schedule 2	Southlake and Aledo

FWW Impact Fee Ordinance Summary

Impact Fee Ordinance Approval Duration	FW Ordinance & Collection Schedule
7/2/91-6/5/93	10870 - Schedule 2 III
6/6/93-6/4/96	11328 - Schedule 2
6/5/96-6/4/99	12538 - Schedule 2
6/5/99-6/6/2004	13810 - Schedule 2
6/6/04-1/9/06	15982 - Schedule 2B
1/10/06 - 6/5/09	16648 - Schedule 2C
6/6/09 - 12/31/12	18593 - Schedule 2
1/1/2013-3/31/17	20406 - Schedule 2
on & after 04/01/17	22525

QUESTIONS?

Thank you for your participation today!

Lake Worth City Council Meeting – April 11, 2017

Agenda Item No. E.3

From:

Sean Densmore, Director of Public Works

Item:

Discuss and consider a contract with Raydon, Inc. for the 2017 Concrete Rehabilitation Project in an amount not to exceed \$151,858.80.

Summary:

Kimley-Horn opened sealed bids on Friday, March 31, 2017 at 10:00 am for the 2017 Concrete Rehabilitation Project. There were a total of four (4) companies that submitted bids for the project. Attached is the bid tabulation sheet for review.

The low bidder was, Raydon, Inc. from Breckenridge, Texas. Raydon, Inc. recently completed the concrete improvements in the Lake Worth Park. Based on Kimley-Horn's reviews, Raydon, Inc. appears to be the lowest responsible bidder.

The total base bid submitted was for \$151,858.80. The contract term is for one (1) year with the option to extend the contract on an annual basis for up to three (3) years. Work orders will be issued by the City to the Contractor on an as needed basis. Because of the nature of the project, all the quantities presented in the Contract may, or may not be used.

This Fiscal year project utilizing this contract will be performed on the following:

- Replace exist asphalt sidewalk at Lake Worth Park with a new 6' concrete sidewalk
- Replace and install new curb and gutter along 3900-4000 block Paul Meador Rd. and 6800 Telephone Rd.
- Install new curb, gutter and drive approaches along 7100 block of Pawnee.
- Install valley gutter at the intersection of Dakota and Telephone.
- Install wheel chair ramps at Dakota and Telephone and various concrete repairs throughout the city.

Fiscal Impact:

Base Bid: \$151,858.80.

Attachments:

1. Bid Tab
2. Engineers Letter of Award

Recommended Motion or Action:

Move to authorize the City Manager to execute a contract with Raydon, Inc. for the 2017 Concrete Rehabilitation Project in an amount not to exceed \$151,858.80.

BID TABULATION

KIMLEY-HORN AND ASSOCIATES, INC.

CHECKED BY:



Misty Christian, P.E., CFM,

Owner: **City of Lake Worth**

KH Job No.: **06106001**

Project: **2017 Concrete Rehabilitation**

Date: **March 31, 2017**

				BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4	
				Raydon, Inc P.O. Box 671 Breckenridge, Texas 76424		Legendary Services 3304 Steven Dr. Plano, Texas 75023		New World Contracting, LLC. 8500 North Stemmons Freeway, Suite 4045 Dallas, Texas 75247		Tejas Commercial Construction, LLC. P.O. Box 10395 River Oaks, Texas 76114	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid											
1	Concrete Curb and Gutter Remove and Replace	1000	LF	\$41.60	\$41,600.00	\$34.00	\$34,000.00	\$48.00	\$48,000.00	\$50.00	\$50,000.00
2	New Concrete Curb and Gutter	350	LF	\$28.60	\$10,010.00	\$24.00	\$8,400.00	\$35.00	\$12,250.00	\$45.00	\$15,750.00
3	Concrete Driveway Approach Remove and Replace	150	SY	\$93.60	\$14,040.00	\$74.00	\$11,100.00	\$95.00	\$14,250.00	\$90.00	\$13,500.00
4	New Concrete Driveway Approach	45	SY	\$58.50	\$2,632.50	\$64.00	\$2,880.00	\$100.00	\$4,500.00	\$81.00	\$3,645.00
5	Concrete Valley Gutter 8' Wide (6" thick)	100	SY	\$81.31	\$8,131.00	\$64.00	\$6,400.00	\$75.00	\$7,500.00	\$99.00	\$9,900.00
6	4' Sidewalk Remove and Replace	60	SY	\$78.74	\$4,724.40	\$59.75	\$3,585.00	\$65.00	\$3,900.00	\$72.00	\$4,320.00
7	New 4' Sidewalk	145	SY	\$49.14	\$7,125.30	\$50.00	\$7,250.00	\$56.00	\$8,120.00	\$63.00	\$9,135.00
8	New 6' Sidewalk	855	SY	\$49.14	\$42,014.70	\$59.00	\$50,445.00	\$67.00	\$57,285.00	\$63.00	\$53,865.00
9	Barrier Free Ramps (Flared)	5	EA	\$1,200.00	\$6,000.00	\$1,680.00	\$8,400.00	\$1,250.00	\$6,250.00	\$2,500.00	\$12,500.00
10	Barrier Free Ramps (Directional)	5	EA	\$1,200.00	\$6,000.00	\$2,000.00	\$10,000.00	\$1,400.00	\$7,000.00	\$1,800.00	\$9,000.00
11	6" Thick Reinforced Flatwork	145	SY	\$61.42	\$8,905.90	\$61.00	\$8,845.00	\$105.00	\$15,225.00	\$85.00	\$12,325.00
12	Steps	5	EA	\$135.00	\$675.00	\$300.00	\$1,500.00	\$250.00	\$1,250.00	\$750.00	\$3,750.00
Total Base Bid					\$151,858.80		\$152,805.00		\$185,530.00		\$197,690.00



April 3, 2017

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

Re: City of Lake Worth – 2017 Concrete Rehabilitation
KHA No. 061060001

Dear Mrs. Almond:

On March 31, 2017, the City of Lake Worth received bids for the 2017 Concrete Rehabilitation project. The following bid proposal was received:

Bidder	Base Bid
Raydon, Inc.	\$151,858.80
Legendary Services	\$152,805.00
New World Contracting, LLC.	\$185,530.00
Tejas Commercial Construction, LLC.	\$197,690.00

Kimley-Horn has reviewed the lowest bidder's qualifications and has verified that the Contractor's bonding company is licensed in the State of Texas. Based on these reviews it appears that Raydon, Inc. is the lowest responsive bidder. Enclosed is a copy of the bid tabulation for your reference.

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

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

Misty D. Christian, P.E., CFM

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Lake Worth City Council Meeting – April 11, 2017

Agenda Item No. F.1

From:

Stacey Almond, City Manager

Item:

Discuss and consider approval of Pay Plans C, D, and E for Police and Fire Department Employees.

Summary:

The proposed Pay Plans accompany the proposed Budget Amendment and are based upon the Market Adjustment and findings presented to Council at the March 28th Special Meeting.

The strategy is to attract, hire, develop, and retain the best people and compensate them for the value they create. To ensure the City's pay system is accurate and competitive within market an annual review is warranted.

Below is a brief history of increases approved from previous years:

- FY 08/09 – New Market Adjustment Pay Plan implemented
- FY 09/10 – Furlough (3 days)
- FY 10/11 – 5% COLA (cost of living allowance)
- FY 11/12 - \$700 merit (December)
- FY 12/13 – 2.5% merit
- FY 13/14 – 16/17 – 5% merit

Fiscal Impact:

N/A

Attachments:

1. Pay Plans C, D, and E.

Recommended Motion or Action:

Move to approve Pay Plan C, D, and E for Police and Fire Department Employees.

PAY PLAN C - FIRE EMPLOYEES

PAY GRADE	FLSA ¹	JOB TITLE	PAY BASIS	MINIMUM	MAXIMUM
F1	N	Firefighter	Annual	\$43,000.00	\$58,808.00
			Monthly	3,583.33	4900.66
			Pay Period	1,653.85	2,261.85
			Hourly	20.67	28.27
F2	N	Fire Driver	Annual	\$52,890.00	\$69,440.00
			Monthly	4,407.50	5,786.66
			Pay Period	2,034.23	2,670.76
			Hourly	25.43	33.38
F3	E	Fire Captain	Annual	\$61,399.00	\$80,612.00
			Monthly	5,116.58	6,717.66
			Pay Period	2,31.50	3,100.46
			Hourly	29.52	38.76
F4	E	Division Chief	Annual	\$67,231.00	\$88,270.00
			Monthly	5,602.58	7,355.83
			Pay Period	2,585.80	3,395.00
			Hourly	32.32	42.43

E = Exempt

N = Non-Exempt

PAY PLAN D – SWORN POLICE EMPLOYEES

PAY GRADE	FLSA ¹	JOB TITLE	PAY BASIS	MINIMUM	MAXIMUM
P1	N	Police Recruit	Annual	\$42,011.00	\$42,011.00
			Monthly	3,500.92	3,500.92
			Pay Period	1,615.81	1,615.81
			Hourly	20.20	20.20
P2	N	Police Officer	Annual	\$44,302.00	\$62,772.00
P2	N	CID/Detective	Monthly	3,691.83	5,231.00
P2	N	SRO	Pay Period	1,703.92	2,414.31
			Hourly	21.30	30.18
P3	N	Police Sergeant	Annual	\$62,238.00	\$75,626.00
P3	N	Detective/Sergeant	Monthly	5,186.50	6,302.17
			Pay Period	2,393.77	2,908.69
			Hourly	29.92	36.36
P4	E	Police Lieutenant	Annual	\$65,338.00	\$86,244.00
			Monthly	5,44.83	7,187.00
			Pay Period	2,513.00	3,317.08
			Hourly	31.41	41.46

PAY PLAN E – CIVILIAN POLICE EMPLOYEES

PAY GRADE	FLSA ¹	JOB TITLE	PAY BASIS	MINIMUM	MAXIMUM
P1-1	N	Animal Control Officer	Annual	\$29,411.20	\$41,557.26
			Monthly	2,450.93	3,463.11
			Pay Period	1,131.20	1,598.35
			Hourly	14.14	19.98
P2-1	N	Records Technician	Annual	\$38,022.40	\$50,377.60
P2-1	N	Property & Evidence Technician	Monthly	2,924.80	3,875.20
P2-1	N	Telecommunicators	Pay Period	1,462.40	1,937.60
			Hourly	18.28	24.22
P3-1	N	Communications Supervisor	Annual	\$47,923.20	\$62,504.00
			Monthly	3,686.40	4,808.00
			Pay Period	1,843.20	2,404.00
			Hourly	23.04	30.05

E = Exempt

N = Non-Exempt

Agenda Item No. F.2

From:

Danielle Hackbusch, Human Resources/Risk Management

Item:

Discuss and consider Resolution No. 1019, revising job descriptions for the Administrative Assistant-PD, Property/Evidence Technician, Records Technician, Telecommunications Supervisor and adding two new job descriptions of Administrative Assistant-FD and Driver Engineer.

Summary:

The Administrative Assistant-PD, Property/Evidence Technician, Records Technician, and Telecommunications Supervisor job descriptions have been revised to more accurately reflect the duties, responsibilities, and physical abilities of each position.

The Administrative Assistant-FD and Driver Engineer job descriptions are new.

Fiscal Impact:

N/A

Attachments:

1. Resolution No. 1019
2. Administrative Assistant-PD
3. Property/Evidence Technician
4. Records Technician
5. Telecommunications Supervisor
6. Administrative Assistant-FD
7. Driver Engineer

Recommended Motion or Action:

Move to approve Resolution No. 1019 revising descriptions for the Administrative Assistant-PD, Property/Evidence Technician, Records Technician, Telecommunications Supervisor and adding two new job descriptions of Administrative Assistant-FD and Driver Engineer.

RESOLUTION NO. 1019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS, REVISING JOB DESCRIPTIONS FOR THE ADMINISTRATIVE ASSISTANT-PD, PROPERTY/EVIDENCE TECHNICIAN, RECORDS TECHNICIAN, TELECOMMUNICATIONS SUPERVISOR AND ADDING TWO NEW JOB DESCRIPTIONS OF ADMINISTRATIVE ASSISTANT-FD AND DRIVER ENGINEER.

WHEREAS, the Human Resources/Risk Management Coordinator has prepared and submitted revisions to job descriptions for Administrative Assistant-PD, Property/Evidence Technician, Records Technician, Telecommunications Supervisor and adding two new job descriptions of Administrative Assistant-FD and Driver Engineer for adoption; and

WHEREAS, the purpose of the revisions and the addition of two new job descriptions is to accurately define the duties, responsibilities, and physical abilities of 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:

Section 1.

The following job descriptions are hereby amended and new job descriptions added as indicated and the job descriptions are hereby amended as attached, and shall be effective the 1st day of May, 2017:

Revised Job Descriptions

Administrative Assistant-PD

Property/Evidence Technician

Records Technician

Telecommunications Supervisor

New Job Descriptions

Administrative Assistant-FD

Driver Engineer

PASSED AND APPROVED this 11th day of April, 2017

CITY OF LAKE WORTH

By: _____
Walter Bowen, Mayor

ATTEST:

Monica Solko, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney

City of Lake Worth

Job Description

Job Title: Administrative Assistant

Department: Police

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

Performs clerical work and administrative support to the Police Department by coordinating administrative activities, preparing reports, collecting and organizing information, and analyzing administrative processes and procedures.

SUPERVISION RECEIVED AND EXERCISED

This position receives supervision from the Chief of Police. This position does not supervise any other position.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties include but are not limited to the following:

- Compiles monthly and annual reports based on offense and accident reports
- Ensures deadlines are met for subpoenas and expunging records
- Performs a variety of research, investigative and analytical projects
- Coordinates administrative work with clerical, secretarial, administrative and telecommunication staffs
- Maintains records systems including creation, receipt, storage, retrieval and disposition
- Reviews and analyzes administrative processes and procedures as assigned
- Prepares administrative manuals when required
- Processes and completes detailed forms and reports
- Serves as budget analyst and assists in coordinating budget
- Prepares correspondence drafts and other written work as required
- Organizes and coordinates special projects as assigned
- Prepares offense information for tabulation according to UCR codes for use in departmental surveys and municipal, state and federal reports
- Assists in maintaining departmental personnel files
- Participates in organizational and procedural analysis, recommending and evaluating proposed organizational changes
- Develops cost estimates for new or expanded programs or operations
- Prepares administrative reports as required
- Coordinates and/or assists with special projects as assigned by the Chief of Police
- Screens incoming telephone calls and visitors to determine the appropriate contact person
- Ensures that departmental correspondence is sent to the appropriate location
- Handles permits and licenses when necessary

- Maintains appointment calendar for the Chief of Police
- Proofreads outgoing correspondence
- Calculates and prepares the Police Department bi-weekly time sheets
- Serves as focal point for department accounts payable function
- Other duties as assigned

MINIMUM JOB REQUIREMENTS

EDUCATION AND EXPERIENCE

High School diploma or GED, Competency with Microsoft Office products and general computer literacy, previous experience in a fast-paced professional office setting is preferred

LICENSES AND CERTIFICATES

Valid Class C Texas driver license

PHYSICAL ABILITIES

- Must possess the visual acuity to operate a computer terminal
- Walk, stand, and/or sit for prolonged periods of time
- Occasionally push, pull, lift, and/or carry up to 10 pounds
- Occasionally lift and/or move objects up to 20 pounds
- Occasionally stoop, bend, kneel, crouch, reach, and twist
- Frequently climbs stairs/ladders
- Operate office equipment including use of a computer keyboard
- Speak and hear to exchange information in the English language
- 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.

Employee's Signature

Date

Supervisor's Signature

Date

City of Lake Worth

Job Description

Job Title: Property/Evidence Technician

Department: Police

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

Performs a variety of clerical and administrative support work for the Police Department. Responsible for documentation and maintenance of all property and evidence obtained by the Police Department.

SUPERVISION RECEIVED AND EXERCISED

This position receives supervision from the Chief of Police. This position does not supervise any other position.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties include but are not limited to the following:

- Maintains the integrity of the property and evidence room
- Assumes duties of communications/dispatch when necessary
- Maintains property and evidence logs
- Prepares documents necessary for the disposition of property and evidence
- Performs general clerical tasks, such as typing, filing and telephone communications
- Other duties as assigned

MINIMUM JOB REQUIREMENTS

EDUCATION AND EXPERIENCE

High School Diploma or GED; practical experience in Law Enforcement Property/Evidence Room preferred or the ability to acquire either within the standard employee probationary period

LICENSES AND CERTIFICATES

Valid Class C Texas driver license; TCOLE approved Telecommunications Operators Certification preferred or the ability to obtain said certification within the standard employee probationary period

PHYSICAL ABILITIES

- Must possess the visual acuity to operate a computer terminal
- Frequently walk, stand, and/or sit for prolonged periods of time
- Occasionally push, pull, lift, and/or carry up to 10 pounds
- Occasionally lift and/or move objects up to 20 pounds
- Occasionally stoop, bend, kneel, crouch, reach, and twist
- Frequently climbs stairs/ladders
- Operate office equipment including use of a computer keyboard
- Speak and hear to exchange information in the English language
- Operate a vehicle to travel to various locations

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Employee's Signature

Date

Supervisor's Signature

Date

City of Lake Worth

Job Description

Job Title: Records Technician

Department: Police

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

Performs a variety of clerical and administrative support work for the Police Department. Responsible for maintenance of records for the Police Department.

SUPERVISION RECEIVED AND EXERCISED

This position receives supervision from the Telecommunications Supervisor. This position does not supervise any other position.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties include but are not limited to the following:

- Logs adult and juvenile arrests and indexes reports/crimes in chronological order
- Assumes duties of communications/dispatch when necessary
- Sends fingerprint identification cards to state and federal agencies on misdemeanor and felony arrests
- Logs identification numbers and relevant information on arrested adults in RMS
- Inters classification codes and identification numbers and files identification cards for each adult and juvenile arrested
- Alphabetically files and places adult and juvenile arrest information for records management
- Performs a variety of filing, typing and related clerical duties as required
- Insures that all original reports are turned in and filed alphabetically
- Makes copies of all accident reports and sends them to the state
- Issues alarm permits, sends out renewal letters, logs false alarms and sends out false alarm notices
- Prepares offense information for tabulation according to UCR/NIBERS codes for use in department surveys and municipal, state and federal reports
- Develops and maintains investigative activities files
- Prepares and maintains computerized files
- Responds to correspondence regarding central records
- Prepares Uniform Crime Reports and other monthly and annual reports and surveys
- Assists customers and other agencies
- Maintains departmental files
- Other duties as assigned

MINIMUM JOB REQUIREMENTS

EDUCATION AND EXPERIENCE

High School Diploma or GED; practical experience in Law Enforcement Records Management or similar work experience preferred

LICENSES AND CERTIFICATES

Valid Class C Texas driver license; Basic Telecommunications Operators Certification as approved by TCOLE preferred or the ability to obtain said certification within the standard employee probationary period

PHYSICAL ABILITIES

- Must possess the visual acuity to operate a computer terminal
- Walk, stand, and/or sit for prolonged periods of time
- Occasionally push, pull, lift, and/or carry up to 10 pounds
- Occasionally lift and/or move objects up to 20 pounds
- Occasionally stoop, bend, kneel, crouch, reach, and twist
- Frequently climbs stairs/ladders
- Operate office equipment including use of a computer keyboard
- Speak and hear to exchange information in the English language
- Operate a vehicle to travel to various locations

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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.

Employee's Signature

Date

Supervisor's Signature

Date

City of Lake Worth

Job Description

Job Title: Telecommunications Supervisor

Department: Police

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

High-level responsibility position for the performance of all work related to all communications activities of the Police Department. Ensures the smooth operation of day-to-day communication functions for the Police and Fire Departments. Works closely by telephone, radio, teletype, and computer or in person with other employees of the department, other departments and agencies and the general public.

SUPERVISION RECEIVED AND EXERCISED

This position receives supervision from the Police Captain. This position supervises Communications and Tele-communicators.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties include but are not limited to the following:

- Communicates by radio, telephone, teletype and remote access terminal of the Texas/National Crime Information Center
- Assists departmental personnel in routine maintenance of records and departmental reports of all types
- Performs routine entry of statistical data into the automated databases via video display terminals
- Assists other departmental personnel with requests for information
- Processes documents related to Municipal Court
- Audibly or visually monitors all prisoners placed in holding cells
- Receives and dispatches all requests for police, fire, wreckers and medical services
- Receives incoming calls on both the telephone and two-way radio including Animal Control, Public Works, all emergency services and 911
- Advises persons dialing 911 of emergency procedures when needed
- Performs computer-assisted and manual records checks for officers on individuals, locations, vehicles and other property, sometimes verifying warrants or reports of stolen property with the originating party
- Maintains, updates, and accesses various logs and computer data files for all officer activities including incident reports, stolen or repossessed property logs, maps, shift logs, etc.
- Performs data entry of all officer activities for logs and records

- Enters information into Texas/National Crime Information computer systems
- Accepts various payments, including cash, and maintains the cash drawer, balancing daily
- Monitors entrances to and exits from building and operates door access
- Completes forms and reports either on the computer or typewriter
- Prepares bonds and accepts money for cash bonds
- Maintains current technical and medical knowledge relevant to telecommunications, including reading appropriate newsletters and publications
- Answers telephones, takes messages, makes copies and provides information to employees and the general public
- Handles permits/licensing when needed
- Conducts appropriate searches of prisoners when needed
- Assists in the training of new employees when required
- Conducts interviews, training, evaluations and recommendations regarding promotion, discipline or dismissal for Communications personnel, including administering and conducting background checks when required
- Develops, maintains and updates FCC and computer system operational files and procedures manual
- Monitors telecommunications equipment, recommending repairs as necessary
- Receives, distributes and inventories supplies and equipment for communications
- Participates in and coordinates communications services for special events
- Prepares and implements work schedules of communications personnel
- Other duties as assigned

MINIMUM JOB REQUIREMENTS

EDUCATION AND EXPERIENCE

High School diploma or GED; Competency with Microsoft Office products and general computer literacy; fifteen college hours in Criminal Justice or a related field with an average of 2.0 in a 4.0 grading system *or* 300 TCOLE approved training hours is preferred; five years total law enforcement telecommunication experience or two years law enforcement telecommunication experience with the City of Lake Worth is preferred.

LICENSES AND CERTIFICATES

Valid Class C Texas driver license; valid TCOLE Intermediate Tele-communicator Certification (advanced Certification preferred)

PHYSICAL ABILITIES

- Must possess the visual acuity to operate a computer terminal
- Frequently walk, stand, and/or sit for prolonged periods of time
- Occasionally push, pull, lift, and/or carry up to 10 pounds
- Occasionally lift and/or move objects up to 20 pounds
- Occasionally stoop, bend, kneel, crouch, reach, and twist
- Frequently climbs stairs/ladders

- Operate office equipment including use of a computer keyboard
- Speak and hear to exchange information in the English language
- 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.

Employee's Signature

Date

Supervisor's Signature

Date

City of Lake Worth

Job Description

Job Title: Administrative Assistant

Department: Fire

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

Assists the Fire Chief and other staff as assigned, in the daily office management and operations of Lake Worth Fire Department. This position conducts business affairs within the scope of the policies and procedures of The City of Lake Worth.

SUPERVISION RECEIVED AND EXERCISED

This position receives supervision from the Fire Chief and other staff as assigned. This position does not supervise any other position.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manage and prioritize multiple competing priorities in a confidential and professional manner
- Assist in the preparation and submittal of payroll and vouchers as approved using the data entry systems and programs in place
- Receives incoming phone calls and disseminates telephone messages to appropriate the individuals
- Opens and distributes the mail
- Orders and maintains inventory of office supplies
- Assists in the processing of invoices for payment in accordance with budget account codes
- Assists in data entry of information into Emergency Reporting and QA of fire and EMS reports
- Assists with maintaining the departmental employee information files
- Assists in entry of Rescue Revenue reports
- Creates and maintains vendor files
- Organizes and maintains files for fire and emergency medical reports
- Accurately records, files, and secures public records in compliance with state and federal laws and regulations
- Assists with fire department archiving
- Assists with travel arrangements for fire personnel.

MINIMUM JOB REQUIREMENTS

EDUCATION AND EXPERIENCE

High School diploma or GED; proficient with Microsoft Office products and general computer literacy; previous experience in a fast-paced professional office setting is preferred.

LICENSES AND CERTIFICATES

Valid Class C Texas driver license; Cardiopulmonary Resuscitation (CPR) certification (within six months)

PHYSICAL ABILITIES

- Must possess the visual acuity to operate a computer terminal
- Walk, stand, and/or sit for prolonged periods of time
- Occasionally push, pull, lift, and/or carry up to 10 pounds
- Occasionally lift and/or move objects up to 20 pounds
- Occasionally stoop, bend, kneel, crouch, reach, and twist
- Frequently climbs stairs/ladders
- Operate office equipment including use of a computer keyboard
- Speak and hear to exchange information in the English language
- 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.

Employee's Signature

Date

Supervisor's Signature

Date

City of Lake Worth

Job Description

Job Title: Driver Engineer

Department: Fire

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

Performs participatory work of considerable difficulty in the administrative service division relating to fire suppression, emergency medical, rescue and hazardous materials operations.

SUPERVISION RECEIVED AND EXERCISED

This position receives supervision from a Fire Captain, Division Chief(s), and Fire Chief. This position does not directly supervise any other position.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties include but are not limited to the following:

- Acts as the Duty Officer in the absence of the Captain
- Must possess a great knowledge of Lake Worth response geography
- Must possess and maintain the ability to operate all Lake Worth fire apparatus and equipment IAW NFPA 1001 & 1002
- Must be extensively familiar with all fire apparatus and equipment, maintain the ability to operate all apparatus and auxiliary equipment including but not limited to pumps, aerial and ground ladders, hydraulic controls, jacks, lighting, manual overrides and communications equipment
- Must be able to troubleshoot problems relating to fire pump operations including foam applications, aerial ladder operations and general apparatus functions.
- Must exhibit and maintain the ability to safely drive and operate all fire apparatus while responding in emergency situations and in normal and adverse conditions
- Participates in fire suppression, rescue, salvage and overhaul, emergency medical activities and hazardous materials operations in the field
- Administers emergency medical aid to the sick and injured
- Carries and connects fire hoses of various weights for proper placement read gauges and hydraulic readings
- Cleans and maintains the fire station facilities and other equipment
- Tests assigned fire hydrants and hoses
- Participates in and occasionally conducts fire training classes and drills
- Studies technical materials related to the field to improve and/or maintain an effective performance level

- Studies maps of the city to learn all streets and hydrants for the shortest and quickest response
- Inspect commercial buildings for fire safety
- Attends meetings and seminars as required
- Keeps records and prepares necessary reports
- Assists with inspection and fire safety education programs
- Responds to emergency call backs as needed
- Participates in inspections, educational programs and other fire prevention activities
- Participates in mandatory Wellness/Fitness program
- Other duties as assigned
- Perform briefings to on-coming shift of apparatus issues found during shift

MINIMUM JOB REQUIREMENTS

EDUCATION AND EXPERIENCE

High School diploma or GED; Three (3) years as a full time Lake Worth Firefighter

LICENSES AND CERTIFICATES

Valid Class B Exempt Texas driver license or CDL

TDHHS Basic EMT-Basic/National Registered EMT or above

TCFP Certified Basic Firefighter

TCFP Certified Driver/Operator Pumper

TCFP Certified Basic Inspector (within 1 year of appointment)

TCFP Certified Incident Safety Officer (within 1 year of appointment)

TCFP Certified Officer I (within 1 year of appointment)

PHYSICAL AND OTHER ABILITIES

- Must possess the visual acuity to operate a city vehicle, operate a computer terminal, inspect buildings/construction sites, and read plans/blueprints
- Walk, stand, sit, or run for prolonged periods of time
- Regularly push, pull, lift, and/or carry up to 10 pounds
- Frequently lift and/or move objects up to 50 pounds
- Occasionally lift and/or move objects up to 100 pounds or more
- Occasionally stoop, bend, kneel, crouch, reach, and twist
- Operate office equipment including use of a computer keyboard
- Speak and hear effectively to exchange information in the English language
- Operate a vehicle to travel to various locations
- Operate and use specialized firefighting tools and equipment

Work in complex, potentially hazardous outdoor environment performing fire suppression activities. Work involves moderate risks or discomforts which require special safety precautions, e.g., working under extreme outdoor weather conditions, working around moving parts, carts, or machines, irritant chemicals, etc. May be required to wear protective clothing or gear such as masks, coats, goggles, gloves, or shields. The candidate must be able to be certified by an M.D. to be able to meet the medical conditions in the latest edition of NFPA 1582.

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 the hourly pay for this position already includes step-up pay to fill in for the Duty Officer/Captain. I also 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.

Employee's Signature

Date

Supervisor's Signature

Date

Lake Worth City Council Meeting – April 11, 2017

Agenda Item No. F.3

From:

Debbie Whitley, ACM/ Director of Finance & Stacey Almond, City Manager

Item:

Discuss and consider amending the Crime Control & Prevention District FY 2016/2017 budget and Ordinance No. 1079, amending the General Fund FY 2016/2017 budget for Police and Fire Department employee pay plans.

Summary:

Staff has identified the need for a Market Adjustment in pay for the Fire and Police Department employees (Sworn and Non-Sworn), and made a presentation to the Council on March 28, 2017. During the research phase, there were seven (7) local municipalities surveyed for both Police and Fire. The agencies surveyed are local market competitors with the City of Lake Worth and are listed below.

-Azle	-Saginaw
-Benbrook	-Weatherford
- Hudson Oaks	-White Settlement
- Richland Hills	

When making a comparison analysis, staff used range midpoint and market averages with the above listed municipalities (see attached PowerPoint presentation). With the proposed adjustments, we are still below the market average in the Fire and Police positions. The last market adjustment was presented/approved in FY 2008/09.

Staff plans to present and implement a Competitive Employee Compensation Maintenance Program for employees of all other departments to help us retain and attract the best people. Specific recommendations will be presented as part of the City Manager's budget presentation in the upcoming Fiscal Year.

City of Lake Worth			
Estimated Cost of Pay Adjustments			
for Police and Fire Department Personnel			
(Proposed Effective Date May 1, 2017)			
Current Year Budget Impact			
May through September 2017			
General Fund		CCPD	Total
Police	42,769.08	13,477.22	56,246.29
Fire	32,984.67		32,984.67
Total	75,753.75	13,477.22	89,230.96
Annual Budget Impact			
General Fund		CCPD	Total
Police	102,645.78	32,345.32	134,991.10
Fire	79,163.21		79,163.21
FD Addtl	38,000.00		38,000.00
Total	219,808.99	32,345.32	252,154.31

Lake Worth City Council Meeting – April 11, 2017

Agenda Item No. F.3

Fiscal Impact:

General Fund - Increase in Police/Fire Salaries - \$75,753.73

(Note: this amount is offset by an increase in Sales Tax Revenue)

Attachments:

- Ordinance amending FY 2016/2017 Budget
- Spreadsheet showing line-item detail of proposed budget amendments
- Power Point presentation from the March 28, 2017 Special Meeting

Recommended Motion or Action:

Move to approve amending the Crime Control & Prevention District FY 2016/2017 budget and Ordinance No. 1079, amending the General Fund FY 2016/2017 budget for Police and Fire Department employee pay plans.

ORDINANCE NO. 1079

AN ORDINANCE OF THE CITY OF LAKE WORTH, TEXAS, ADOPTING A BUDGET AMENDMENT TO THE ORIGINAL OPERATING BUDGET OF THE CITY OF LAKE WORTH, TEXAS, FOR THE FISCAL YEAR 2016/2017; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Ordinance No. 1067, the City Council of the City of Lake Worth, Texas, adopted its budget for FY 2016/2017; and

WHEREAS, the City Council has determined that the budgeted expenses for the General Fund require amendment to reflect market pay adjustments for police and fire department personnel; and

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

WHEREAS, the City Council desires to amend Ordinance #1067 to reflect a supplemental appropriation and/or transfer in the fiscal year 2016/2017.

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

Section 1: The original General Fund operating budget for FY 2016/2017 for the City of Lake Worth, Texas is hereby amended as follows:

ADD:

\$79,004 to the General Fund Expenses

#100-0100-510-000	Salaries	\$38,048
#100-0108-510-000	FICA Expense	\$2,157
#100-0109-510-000	Medicare Expense	\$505
#100-0111-510-000	TMRS Expense	\$4,695
#100-0115-510-000	Workers' Compensation	\$614
#100-0100-515-000	Salaries	\$24,643
#100-0101-515-000	Overtime	\$587
#100-0105-515-000	Auxiliary Personnel Wages	\$2,461
#100-0108-515-000	FICA Expense	\$1,717
#100-0109-515-000	Medicare Expense	\$401
#100-0111-515-000	TMRS Expense	\$2,741
#100-0115-515-000	Workers' Compensation	\$435

\$75,754 to the General Fund Revenues

#100-4011-000-000	State Sales Tax	\$75,754
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SUBTRACT:

\$3,250 from the General Fund Expenses

#100-0120-510-000 Uniform Allowance \$3,250

Reason (pursuant Section 5.01(e) of the City Charter, as amended):
At the April 11, 2017 City Council meeting, Council approved a market pay adjustment for police and fire department personnel.

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

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

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

PASSED AND APPROVED on this the 11th day of April, 2017.

CITY OF LAKE WORTH

By: _____
Walter Bowen, Mayor

ATTEST:

Monica Solko, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney

**CITY OF LAKE WORTH
GENERAL FUND
PROPOSED BUDGET AMENDMENT
FOR FISCAL YEAR ENDING 09/30/17**

ACCT NUMBER	ACCOUNT DESCRIPTION	ADOPTED BUDGET	AMENDMENT AMOUNT	REVISED BUDGET
100-4011-000-000	STATE SALES TAX	(3,970,000)	(75,754)	(4,045,754)
100-0100-510-000	SALARIES	1,389,068	38,048	1,427,116
100-0108-510-000	FICA EXPENSE	89,625	2,157	91,782
100-0109-510-000	MEDICARE EXPENSE	20,961	505	21,466
100-0111-510-000	TMRS EXPENSE	192,875	4,695	197,570
100-0115-510-000	WORKERS' COMPENSATION	27,945	614	28,559
100-0120-510-000	UNIFORM ALLOWANCE	7,725	(3,250)	4,475
100-0100-515-000	SALARIES	943,133	24,643	967,776
100-0101-515-000	OVERTIME	19,000	587	19,587
100-0105-515-000	AUXILIARY PERSONNEL WAGES	30,000	2,461	32,461
100-0108-515-000	FICA EXPENSE	63,574	1,717	65,291
100-0109-515-000	MEDICARE EXPENSE	14,868	401	15,269
100-0111-515-000	TMRS EXPENSE	132,930	2,741	135,671
100-0115-515-000	WORKERS' COMPENSATION	19,077	435	19,512
TOTAL		(1,019,219)	0	(1,019,219)



CITY OF LAKE WORTH

MARKET ADJUSTMENT & BUDGETARY SUMMARY



Stacey Almond, City Manager
Debbie Whitley, ACM & Director of Finance

MARKET ADJUSTMENT OUTLINE

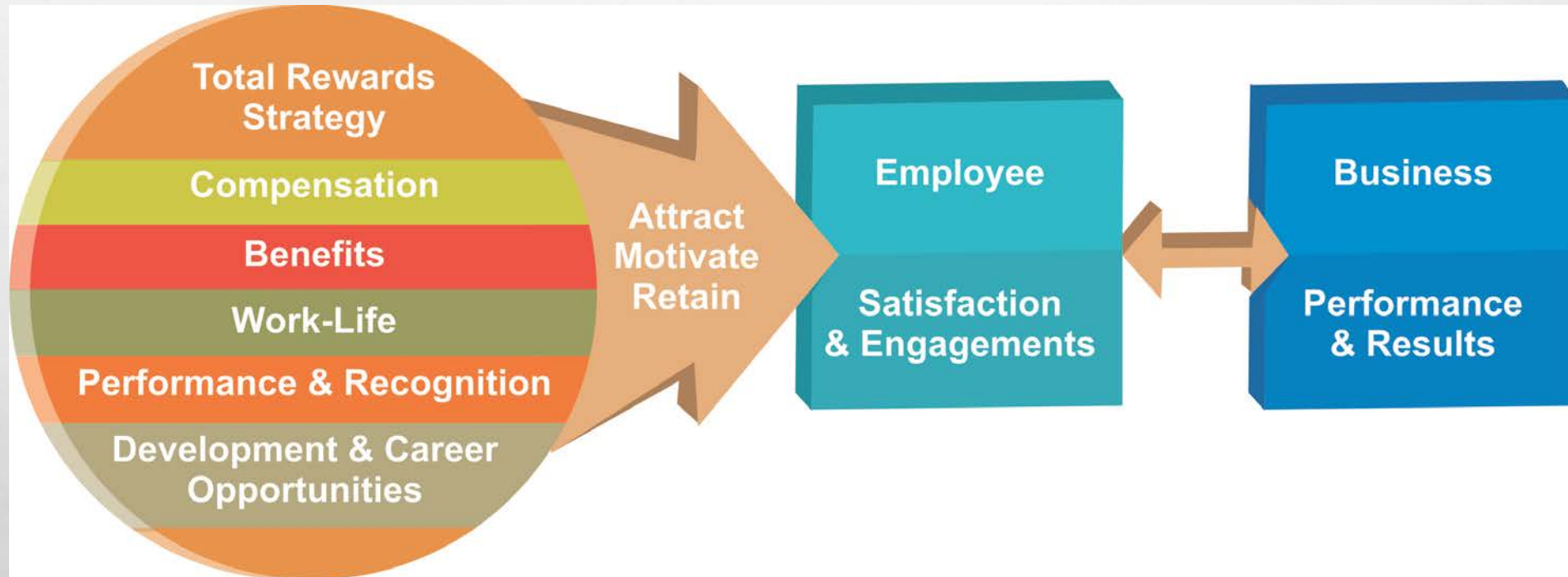
- OVERVIEW AND APPROACH
- HISTORY
- FY 2017 AND PLANNING FOR THE FUTURE
- BUDGET
- QUESTIONS

MARKET ADJUSTMENT OVERVIEW

- Strategy: attract, hire, develop, and retain the best people and compensate them for the value they create.
- Tactics include establishing and consistently administering a competitive compensation program based on performance results.



TOTAL REWARDS



*From World at Work

COMPENSATION APPROACH

- Competitive compensation – in order to maintain a competitive pay scale, the City is working to adopt a Competitive Employee Compensation Maintenance Program to address market factors and other issues impacting compensation. The program consists of:
 - Annual pay plan review – To ensure the City's pay system is accurate and competitive within market and annually review for potential market adjustments to maintain competitive pay plans. (**Market**)
 - Pay for Performance – Each year the City will fund performance based pay adjustments. The merit-based program aids in retaining quality employees by rewarding their performance. Pay for Performance adjustments are based on the employee's most recently completed performance evaluation. (**Merit**)

FY 2017 AND PLANNING FOR THE FUTURE

- Plan and implement the Competitive Employee Compensation Maintenance Program in order to attract and retain the best people including:
 - Market increases; and
 - Merit increases
 - Specific recommendation will be developed as a part of the city manager's proposed FY 2018 budget

HISTORY

FY 08/09 – CURRENT

- Increases approved by fiscal year
 - FY 08/09 – New Market Adjustment Pay Plan implemented
 - FY 09/10 – Furlough (3 days)
 - FY 10/11 – 5% COLA (cost of living allowance)
 - FY 11/12 - \$700 merit (December)
 - FY 12/13 – 2.5% merit
 - FY 13/14 – 16/17 – 5% merit

BUDGET: ESTIMATED COST OF MARKET ADJUSTMENTS

City of Lake Worth			
Estimated Cost of Pay Adjustments			
for Police and Fire Department Personnel			
(Proposed Effective Date May 1, 2017)			
Current Year Budget Impact			
May through September 2017			
	General Fund	CCPD	Total
Police	42,769.08	13,477.22	56,246.29
Fire	32,984.67		32,984.67
Total	75,753.75	13,477.22	89,230.96
Annual Budget Impact			
	General Fund	CCPD	Total
Police	102,645.78	32,345.32	134,991.10
Fire	79,163.21		79,163.21
FD Addt'l	38,000.00		38,000.00
Total	219,808.99	32,345.32	252,154.31

- Proposed adjustments are based upon a 7% increase for all Police (sworn/non-sworn) and Fire employees.
 - This adjustment would affect 23 Fire employees and 30 Police employees (sworn/non-sworn).
- Proposed adjustments effective May 1, 2017



WHERE WILL THE FUNDING COME FROM?

City of Lake Worth			
Mid – Year Sales Tax Revenue Projections			
General Fund and CCPD			
Estimated Excess Over Budgeted Amount For FYE 9/30/17			
General Fund			\$119,174
CCPD			\$36,459

- Sales tax projections for the General Fund and CCPD. Estimated excess amounts based on actual receipts through March 2017 and remaining months at FY 2015 amounts plus 5%.
- Staff is confident the annual impact will be sustained through the following:
 - Continued Sales Tax growth;
 - FY 17 is up 6.25% over FY 16 and 13% over FY 15; and
 - Increase in permits and new construction



QUESTIONS?



Lake Worth City Council Meeting – April 11, 2017

Agenda Item No. F.4

From:

Stacey Almond, City Manager

Item:

Discuss and Consider Resolution No. 1020 suspending the April 21, 2017 effective date of ONCOR Electric Delivery Company's requested rate change.

Summary:

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about March 17, 2017 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by \$317 million or approximately 7.5% over present revenues. The Company asks the City to approve an 11.8% increase in residential rates and a 0.5% increase in street lighting rates. If approved, a residential customer using 1000 kWh per month would see a bill increase of about \$6.68 per month.

The resolution suspends the April 21, 2017 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

The City of Lake Worth is a member of a 156-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980's. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since January, 2011.

Fiscal Impact:

N/A

Lake Worth City Council Meeting – April 11, 2017

Agenda Item No. F.4

Attachments:

1. Suspension of Resolution No. 1020 for ONCOR case;
2. Memo from Lloyd Gosselink; and
3. List of OCSC Cities

Recommended Motion or Action:

Move to approve Resolution No. 1020 suspending the April 21, 2017 effective date of ONCOR Electric Delivery Company's requested rate change.

RESOLUTION NO. 1020

RESOLUTION OF THE CITY OF LAKE WORTH SUSPENDING THE APRIL 21, 2017, EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE

WHEREAS, on or about March 17, 2017, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Lake Worth a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective April 21, 2017; and

WHEREAS, the City of Lake Worth is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 156 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

1. That the April 21, 2017 effective date of the rate request submitted by Oncor on or about March 17, 2017, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make

recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this the 11th day of April, 2017.

CITY OF LAKE WORTH

By: _____
Walter Bowen, Mayor

ATTEST:

Monica Solko, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney

Mr. Brocato's Direct Line: (512) 322-5857
Email: tbrocato@lglawfirm.com

MEMORANDUM

TO: Steering Committee of Cities Served by Oncor Members
FROM: Geoffrey Gay
Thomas Brocato *T.B.*
DATE: March 17, 2017
RE: Oncor Electric Delivery Company's Statement of Intent to Increase Rates
Suspension Packet

ACTION REQUIRED TO SUSPEND THE EFFECTIVE DATE BY APRIL 21, 2017

Earlier today, Oncor filed a Statement of Intent to Increase Rates with all cities in its service area that retain original jurisdiction. The Company is seeking to increase rates by approximately \$317 million over rates currently in place, or approximately 7.5% over present revenues. Residential customers would see an 11.8% increase in rates. If approved, a residential customer using 1000 kWh per month would see a bill increase of about \$6.68 per month. Additionally, the Company proposes to increase street lighting rates by 0.5%.

The rate increase requested by Oncor will become effective on April 21, 2017, unless the city takes action to suspend the effective date. The statute permits cities to extend the effective date by up to 90 days in order to study the filing. **The city must take action to suspend the effective date by April 21, 2017.** If your city does not have a regular council meeting scheduled before April 21st or is otherwise unable to take action on the suspension resolution by April 21st, please contact me as soon as possible.

Attached to this memo is a model suspension resolution and staff report. In the past, Oncor local managers have provided cities with a model denial resolution and may recommend that the city immediately deny the rate request. If this occurs, we do not recommend that you deny the request at this time. Suspending the effective date allows cities more time to review the application and decide on the final action, including settlement or denial of Oncor's requested rate increase.

The Steering Committee of Cities Served by Oncor will hold a conference call of all Steering Committee members later this month to discuss Oncor's rate request. During the call there will also be an opportunity for Steering Committee members to discuss strategy with Steering Committee consultants and attorneys.

If you have any questions, please feel free to contact Thomas (512/322-5857, tbrocato@lglawfirm.com).

STEERING COMMITTEE CITIES SERVED BY ONCOR (Total 156)

Addison	Fate	Oak Leaf
Allen	Flower Mound	Oak Point
Alvarado	Forest Hill	Odessa
Andrews	Fort Worth	O'Donnell
Anna	Frisco	Ovilla
Archer City	Frost	Palestine
Argyle	Gainesville	Pantego
Arlington	Garland	Paris
Azle	Glenn Heights	Plano
Bedford	Grand Prairie	Pottsboro
Bellmead	Granger	Prosper
Belton	Grapevine	Ranger
Benbrook	Haltom City	Rhome
Beverly Hills	Harker Heights	Richardson
Big Spring	Haslet	Richland
Breckenridge	Heath	Richland Hills
Bridgeport	Henrietta	River Oaks
Brownwood	Hewitt	Roanoke
Buffalo	Highland Park	Robinson
Burkburnett	Honey Grove	Rockwall
Burleson	Howe	Rosser
Caddo Mills	Hurst	Rowlett
Cameron	Hutto	Sachse
Canton	Iowa Park	Saginaw
Carrollton	Irving	Sansom Park
Cedar Hill	Jolly	Seagoville
Celina	Josephine	Sherman
Centerville	Justin	Snyder
Cleburne	Kaufman	Southlake
Coahoma	Keller	Springtown
Colleyville	Kennedale	Stephenville
Collinsville	Kerens	Sulphur Springs
Colorado City	Killeen	Sunnyvale
Comanche	Krum	Sweetwater
Commerce	Lake Worth	Temple
Coppell	Lakeside	Terrell
Copperas Cove	Lamesa	The Colony
Corinth	Lancaster	Trophy Club
Crowley	Lewisville	Tyler
Dallas	Lindale	University Park
Dalworthington Gardens	Little Elm	Venus
DeLeon	Little River Academy	Waco
De Soto	Malakoff	Watauga
Denison	Mansfield	Waxahachie
Duncanville	McKinney	Westover Hills
Early	Mesquite	White Settlement
Eastland	Midland	Wichita Falls
Edgecliff Village	Midlothian	Willow Park
Ennis	Murchison	Woodway
Euless	Murphy	Wylie
Everman	New Chapel Hill	
Fairview	North Richland Hills	
Farmers Branch	Northlake	

Lake Worth City Council Meeting – April 11, 2017

Agenda Item No. F.5

From:

Stacey Almond, City Manager

Presentation by David Crawford with Perdue, Brandon, Fielder, Collins & Mott

Item:

Discuss and consider Resolution No. 1021, approving the sale of real property acquired at a delinquent tax foreclosure sale located at 2929 Huron.

Summary:

The property located at 2929 Huron was acquired property at a delinquent tax foreclosure sale. The property currently has outstanding taxes due along with property liens.

Proceeds from the sale of the property are being distributed as follows:

NET Lake Worth ISD - \$10,444.80

NET City of Lake Worth - \$10,194.46 (taxes, demo, and mowing liens)

NET Tarrant County - \$3,812.41

In the best interest of the City of Lake Worth it's recommended the Council approve the sale of the property so it can return to a productive use in the future.

Fiscal Impact:

Net to the City of Lake Worth: \$10,194.46

Attachments:

1. Resolution No. 1021, approving the sale of real property
2. Resale Deed 2929 Huron;
3. Resale Bids 2929 Huron;
4. Financial Impact Overview; and
5. Code Compliance Liens.

Recommended Motion or Action:

Move to approve Resolution No. 1021 approving the sale of real property acquired at a delinquent tax foreclosure sale located at 2929 Huron

RESOLUTION NO. 1021

A RESOLUTION OF THE CITY OF LAKE WORTH, APPROVING THE SALE OF CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE

WHEREAS, City of Lake Worth, for itself and the use and benefit of itself and Lake Worth Independent School District and Tarrant County, has acquired title to a certain tract of real estate at a Constable's sale held on the 6th day of July, 2010, in Cause No. 236-L23439-09, City of Lake Worth vs Shonda Nelson; and

WHEREAS, the property is commonly known as:

**Lots 31 and 32, Block 9, Indian Oaks
Subdivision Location: 2929 Huron Trail
Account #01418807**

WHEREAS, Section 34.05 (h), Texas Property Tax Code, authorizes the CITY OF LAKE WORTH, by and through its governing body, to resell the property; and

WHEREAS, it is in the best interest of the CITY OF LAKE WORTH and its taxpayers to return this property to a productive use;

WHEREAS, an offer has been made by Norberto Iracheta, 3307 Shawnee Trail, Lake Worth, Texas 76135 to purchase the property for the sum of Twenty-Five Thousand, One Hundred and No/100 Dollars (\$25,100.00); and

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

The City of Lake Worth is authorized to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to Norberto Iracheta for the sum of \$25,100.00, as authorized by Section 34.05(h), Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by Section 34.06, Texas Property Tax Code. The Lake Worth City Council hereby authorizes the Mayor to sign the resale deed on behalf of the City of Lake Worth.

PASSED AND APPROVED on this 11th day of April, 2017.

CITY OF LAKE WORTH

By: _____
Walter Bowen, Mayor

ATTEST:

Monica Solko, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney

RESALE DEED

**NOTICE OF CONFIDENTIALITY RIGHT:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING
INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC
RECORDS: YOUR SOCIAL SECURITY NUMBER
OR YOUR DRIVER'S LICENSE NUMBER**

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT § KNOW ALL PERSONS BY THESE PRESENTS

That the CITY OF LAKE WORTH, for and in consideration of the sum of Twenty Thousand, One and No/100 Dollars (\$25,100.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and acting for itself and as Trustee for the LAKE WORTH INDEPENDENT SCHOOL DISTRICT ("ISD"), and TARRANT COUNTY ("COUNTY") release, quitclaim and surrender to the GRANTEE such title or interest as acquired by the CITY OF LAKE WORTH ("CITY"), LAKE WORTH INDEPENDENT SCHOOL DISTRICT, and TARRANT COUNTY, by virtue of tax foreclosure proceedings, and by virtue of becoming purchasers of the tax title under a Sheriff's sale, as shown by a Sheriff's Deed, recorded in the Deed Records of Tarrant County, Texas, and by these presents, do release, quitclaim and surrender, subject to the terms, conditions, provisions and restrictions, herein set forth, unto

**Norberto Iracheta
3307 Shawnee Trail
Lake Worth, TX 76135**

GRANTEE herein, all our right, title and interest, if any, in and to the following described real property situated in Tarrant County, Texas, to wit:

Being all that certain Lots 31 and 32 in Block 9 of the Indian Oaks Subdivision to the City of Lake Worth, Texas, and being more particularly described in that certain Deed of record as Document No. D205235815 of the Deed Records of Tarrant County, Texas. #01418807

This Quitclaim is made subject to and GRANTEE acknowledges the right of redemption as provided in Sections 34.05 of the Texas Property Tax Code.

IN ACCEPTING THE QUITCLAIM OF THIS PROPERTY, GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL ITS FAULTS, IF ANY. GRANTEE RELEASES ANY RIGHTS, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE COUNTY, CITY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, IN CONNECTION WITH THIS TRANSACTION. FURTHER, GRANTEE RELEASES THE COUNTY, CITY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, AND SALE OF THIS PROPERTY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS RELEASE ALSO IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR DISCLOSURES BY THE COUNTY, CITY AND ISD IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL PROBLEMS ON OR WITH THE PROPERTY.

TO HAVE AND TO HOLD all of our right, title, and interest in and to the above described property and premises, subject to the aforesaid, unto the said GRANTEE, his/her heirs, successors, and assigns forever, so that the COUNTY, CITY and the ISD and our legal representatives, successors and assigns shall not have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2017.

CITY OF LAKE WORTH, for itself and as Trustee for Lake Worth
Independent School District and Tarrant County

By _____
Walter Bowen, Mayor
City of Lake Worth

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared **Walter Bowen, Mayor, City of Lake Worth**, Texas known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2017.

Notary Public in and for the
State of Texas

CITY OF LAKE WORTH
BID SHEET FOR RESALE

Date 2-23-17

Name of Bidder Norberto Tracheta

Address of Bidder 3307 Shawnee Trl

Lake Worth tx 76135

Phone Number 817 721 6096

Property Description Lots 31n32 Block 9 Exhian Oaks Subdivision

Street address of property 2929 Hoven Trl

Amount of Bid ** 25,100⁰⁰

**CITY OF LAKE WORTH
BID SHEET FOR RESALE**

Date 11-1-2016

Name of Bidder Norberto Tracheta

Address of Bidder 3307 Shawnee Trl

Lake Worth Tx 76135

Phone Number 817 721 6096

Property Description Lots 31 & 32, Block 9, Indian Oaks Subdivision

Street address of property 2929 Huron Trl

Amount of Bid ** 20,000⁰⁰

CITY OF LAKE WORTH
BID SHEET FOR RESALE

Date 08/01/2016

Name of bidder Kenneth C. Light

Address of Bidder 5450 Blue Water Lake Drive

Phone Number (817) 609-1303

Property description Lots 31 & 32, Block 9, Indian Oaks sub.

Street Address of Property 2929 Huron Trail, Lake Worth, TX

Amount of Bid \$20,001

FINANCIAL IMPACT OF BID ACCEPTANCE

BID FOR: 2929 Huron Trail
PROP. NO. 01418807
PROPOSED BID: \$25,100.00 Total Appraised Value \$25,000
CAUSE NO: L23439

TAXES DUE JURISDICTIONS		RATIO
Lake Worth ISD	\$8,483.85	66.35%
City of Lake Worth	\$1,206.17	9.43%
Tarrant County	\$3,096.65	24.22%

Total Taxes Due	\$12,786.67	100.00%
-----------------	-------------	---------

Bid Amount:		\$25,100.00
Less:	Health & Safety Liens	(\$8,709.50)
	Publication Fees	\$0.00
	Ad Litem Fees	\$0.00
	Court Costs due District Clerk	(\$648.33)
	Sheriff Levy/Execution	\$0.00
	Misc. Fees due PBFCM	\$0.00
	Sheriffs Deed Fee	\$0.00

Amount left to apply to taxes	\$15,742.17
-------------------------------	-------------

Lake Worth ISD	\$8,483.85
City of Lake Worth	\$1,206.17
Tarrant County	\$3,096.65

Excess:	\$2,955.50
----------------	-------------------

Distribute as follows:

Lake Worth ISD	\$1,960.95
City of Lake Worth	\$278.79
Tarrant County	\$715.76

NET TO Lake Worth ISD	\$10,444.80
NET TO City of Lake Worth	\$10,194.46
NET TO Tarrant County	\$3,812.41

Appraised Value on date of Judgment: \$25,000.00
Current Appraised Value: \$25,000.00

SUZANNE HENDERSON

COUNTY CLERK



Case# 10-0220

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

CITY OF LAKE WORTH
3805 ADAM GRUBB
FT WORTH, TX 76135

Submitter: CITY OF LAKE WORTH

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 6/3/2010 1:25 PM

Instrument #: D210131956

L

3

PGS

\$20.00

By: _____

Suzanne Henderson

D210131956

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES

2

NOTICE OF CLEAN-UP LIEN

STATE OF TEXAS

§

§

COUNTY OF TARRANT

§

WHEREAS, the City of Lake Worth ("City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, pursuant to Chapter 342, Texas Health & Safety Code, the City has adopted ordinances requiring the owners of real property to keep such property free from weeds, rubbish, brush and other objectionable, unsightly or unsanitary matter, and, after notice to do the work or make required improvements, to charge the expenses to the owner, and to assess the expenses against the real estate on which the work is done or improvements made; and

WHEREAS, the City has followed all required procedures and given all notices required by law, in seeking to cause required work or improvements to be done on the property described below; and

WHEREAS, the owner of the property has failed to perform the required work after proper notice and time for compliance; and

WHEREAS, the City did perform the work necessary to correct the condition of such property within the City of Lake Worth, Tarrant County, Texas, on property described as follows:

Address: 2929 Huron Trail, Lake Worth, Texas 76135

Legal: Lot 31 & 32, Block 9, Indian Oaks Subdivision, Lake Worth, Tarrant County

Work Done: Mowing, trimming, and light trash removal

Date Work Completed: April 16, 2010

Amount: \$248.15 (Mow \$95.00 + Admin Fee \$133.15 + Filing \$20.00)

Owner Address: Shonda & G.E. Gozdowski

1329 Oakwood Drive, Hurst, Texas 76053-6140

KNOW ALL MEN BY THESE PRESENTS:

The City of Lake Worth, Texas, for the purpose of perfecting its privileged lien against the above described property, and in conjunction with State law and the City's Code of Ordinances, Chapter 6, gives notice to all that the above described work was done by and at the expense of the City on the property described, and on the date stated above, after proper notice to the owner or owners, that such charges remain unpaid to the City, and the City has a claim against the property in the amount shown, together with ten percent (10%) annum interest, from the date the work was performed.

In accordance with Section 342.007, Texas Health & Safety Code, this assessment constitutes a privileged lien subordinate only to tax liens and liens for street improvements.

CITY OF LAKE WORTH, TEXAS

By: Walter Bowen

Walter Bowen, Mayor

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this 27 day of May, 2010.

Natacha Schwarz

Notary Public in and for
The State of Texas



SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

Case # 09-0651

CITY OF LAKE WORTH
3805 ADAM GRUBB
FT WORTH, TX 76135

Submitter: CITY OF LAKE WORTH

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 1/22/2010 12:30 PM

Instrument #: D210015506

N

3

PGS

\$20.00

By: _____

Suzanne Henderson

D210015506

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK

2

NOTICE OF CLEAN-UP LIEN

STATE OF TEXAS

§

§

COUNTY OF TARRANT

§

WHEREAS, the City of Lake Worth ("City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, pursuant to Chapter 342, Texas Health & Safety Code, the City has adopted ordinances requiring the owners of real property to keep such property free from weeds, rubbish, brush and other objectionable, unsightly or unsanitary matter, and, after notice to do the work or make required improvements, to charge the expenses to the owner, and to assess the expenses against the real estate on which the work is done or improvements made; and

WHEREAS, the City has followed all required procedures and given all notices required by law, in seeking to cause required work or improvements to be done on the property described below; and

WHEREAS, the owner of the property has failed to perform the required work after proper notice and time for compliance; and

WHEREAS, the City did perform the work necessary to correct the condition of such property within the City of Lake Worth, Tarrant County, Texas, on property described as follows:

Address: 2929 Huron Trail, Lake Worth, Texas 76135

Legal: Block 9, Lots 31 & 32, Indian Oaks Subdivision, City of Lake Worth, Tarrant County

Work Done: Mowing, trimming, and light trash/debris removal

Date Work Completed: December 11, 2009

Amount: \$248.15 (Mow \$95.00 + Admin Fee \$133.15 + Filing \$20.00)

Owner Address: Nelson, Shonda & G E Gozdowski

2929 Huron Trail, Fort Worth, Texas 76135

KNOW ALL MEN BY THESE PRESENTS:

The City of Lake Worth, Texas, for the purpose of perfecting its privileged lien against the above described property, and in conjunction with State law and the City's Code of Ordinances, Chapter 6, gives notice to all that the above described work was done by and at the expense of the City on the property described, and on the date stated above, after proper notice to the owner or owners, that such charges remain unpaid to the City, and the City has a claim against the property in the amount shown, together with ten percent (10%) annum interest, from the date the work was performed.

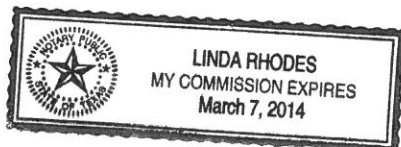
In accordance with Section 342.007, Texas Health & Safety Code, this assessment constitutes a privileged lien subordinate only to tax liens and liens for street improvements.

CITY OF LAKE WORTH, TEXAS

By: Walter Bowen

Walter Bowen, Mayor

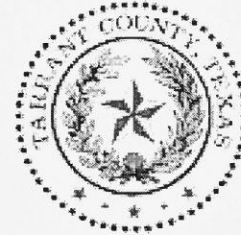
SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this 20th day of January, 2010.



Linda Rhodes

Notary Public in and for
The State of Texas

Case # 05-0005



CITY OF LAKE WORTH
3805 ADAM GRUBB ROAD

FT WORTH TX 76135

Submitter: CITY OF LAKE WORTH -ZLAKE-001

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 04/05/2006 11:31 AM
Instrument #: D206098409
L 3 PGS \$20.00

A large, stylized handwritten signature in dark ink, appearing to be a cursive 'Z' or similar, is written over a horizontal line.



D206098409

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

2

NOTICE OF LIEN

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

2006 APR 11 AM 11:32
FILED
TARRANT COUNTY TEXAS
JULIAN HENDERSON
COUNTY CLERK

WHEREAS, the City of Lake Worth ("City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution, and Chapter 9 of the Local Government Code; and

WHEREAS, pursuant to Chapter 3, Section 21 of the Code Of Ordinances of the City of Lake Worth, the City has adopted the 1997 Uniform Housing Code with appropriate local amendments, and has followed all required procedures and given all notices required by this Code, as amended, in seeking to abate a nuisance by causing the closure, removal, repair, or demolition of a substandard structure or structures on private property; and

WHEREAS, the owner or owners of the private property have failed to perform the required work after proper notice, opportunity for hearing, and time for compliance; and

WHEREAS, the City did close, repair, remove, or demolish the substandard structure or structures within the City of Lake Worth, Tarrant County, Texas, on property described as follows:

Address: 2929 Huron Trail

Lot: 31 & 32 Tract: _____

Block: 9 Abstract: _____

Survey/Addition: Indian Oaks Subdivision

Work Done: Demolition and removal of substandard structure

Date: 3-08-06 Amount: \$3,722.18

Owner: Shonda Nelson and Gerald Gozdowski,
2929 Huron Trail, Lake Worth, Texas 76135

WHEREAS, the owner has failed to pay the charges levied and assessed against the property described above after proper demand and allotted time for payment having passed;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

The City of Lake Worth, Texas, for the purpose of perfecting its privileged lien against the above described property, and in compliance with state law, its city charter, and City ordinances, gives notice to all that the above described work was done by and at the expense of the City on the property described and on the date stated above, after proper notice to the owner or owners, and that the owner or owners failed to pay the charges when due, and the City has a claim against the property in the amount shown, together with ten percent (10%) annum interest from the date the work was performed.

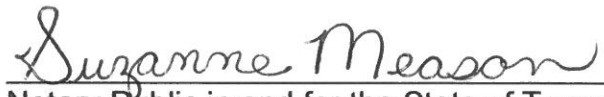
In accordance with Section 214.001(o), Local Government Code, this assessment constitutes a privileged lien subordinate only to tax liens.

No building permit or certificate of occupancy will be issued, and no utility service will be available on this property until this lien is paid, including ten percent (10%) per annum interest from the date the work was performed.



Building Official, Lake Worth, Texas

SWORN AND SUBSCRIBED to before me on this 5TH day of April, 2006, to certify which witness my hand and seal.



Notary Public in and for the State of Texas

