



**CITY OF LAKE WORTH**

**CITY COUNCIL AGENDA**

**3805 ADAM GRUBB  
LAKE WORTH, TEXAS 76135  
TUESDAY, MAY 9, 2017**

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**REGULAR MEETING: 6:30 PM**

Held in the City Council Chambers

**A. CALL TO ORDER**

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

**A.2 ROLL CALL**

**A.3 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.

A.3.1 Section 551.074: Personnel matters to deliberate the appointment of city board and commission member(s) – Economic Development Corporation.

A.3.2 Section 551.072: Deliberate the purchase, exchange, lease or value of real property located at Abstract 1741, Tract 1 Jacob Wilcox Survey and Abstract 1741, Tract 1S, Jacob Wilcox Survey.

A.3.3 Section 551.074: Personnel matters to deliberate the employment, evaluation, reassignment, duties, discipline and dismissal of public employees – Police Chief.

#### **A.4 SPECIAL PRESENTATION (S) AND RECOGNITION(S)**

A.4.1 [Proclamation - Motorcycle Safety and Awareness Month.](#)

A.4.2 [Proclamation - Emergency Medical Services Week.](#)

A.4.3 [Presentation - Certificates of Election and Administer Oaths of Office to elected Mayor and Council members Place 2, 4 and 6.](#)

#### **A.5 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.6 REMOVAL OF ITEM(S) FROM CONSENT AGENDA**

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

B.1 [Approve minutes of the April 11, 2017 City Council meeting.](#)

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

B.3 [Consider approval of the audit engagement letter from Snow Garrett Williams for audit services for the fiscal year ending September 30, 2017 and authorize the City Manager to sign the document.](#)

B.4 [Discuss and consider a master lease agreement with VAR Technology Finance for the purchase of computer equipment in an amount not to exceed \\$51,134.00 and authorize the City Manager to execute the contract.](#)

B.5 [Discuss and consider a Master Intergovernmental Cooperative Purchasing Agreement with National IPA \(Intergovernmental Purchasing Alliance\) and authorize the City Manager to execute the contract.](#)

- B.6 [Discuss and consider a Master Intergovernmental Cooperative Purchasing Agreement with U.S. Communities Government Purchasing Alliance and authorize the City Manager to execute the contract.](#)

**C. PUBLIC HEARINGS**

- C.1 [Public hearing to consider Planning & Zoning Case No. PS17-02, a request by Francisco Ruben Martinez & Adriadna Salas for a replat of Block 32, Lots 1-4 & 9-12, Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas to Block 32, Lot 1R1, 1R2, 2R1, 2R2, 3R, 4R1, 4R2, 9R1, 9R2, 10R, 11R1, 11R2, 12R1, and 12R2, Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas. \[THE PLANNING AND ZONING COMMISSION CONTINUED THIS ITEM AT THEIR APRIL 18, 2017 MEETING. CITY COUNCIL WILL CONTINUE THIS ITEM TO THE JUNE 13, 2017 CITY COUNCIL MEETING, PENDING RECOMMENDATION BY THE PLANNING AND ZONING COMMISSION.\].](#)

**D. PLANNING AND DEVELOPMENT**

No items for this category.

**E. PUBLIC WORKS**

- E.1 [Discuss and consider Ordinance No. 1080, amending Ordinance 760, Section 12.704\(b\) School Zones start time to 7:00 a.m. - 4:30 p.m.](#)
- E.2 [Discuss and consider initiation of the 2017 Water and Wastewater Master Plan, prepared by Kimley-Horn & Associates, in an amount not to exceed \\$40,00, and authorize the City Manager to execute the contract.](#)

**F. GENERAL ITEMS**

- F.1 [Discuss and consider Resolution No. 1022, appointment/reappointment to the Economic Development Corporation Board of Directors, Places 1, 3, 5 and 7.](#)
- F.2 [Discuss and consider an Interlocal Agreement for Administrative Cost Funding for the Tarrant County Transportation Services Section 5310 Program with the Fort Worth Transportation Authority from May 1, 2017 through April 30, 2018 and authorize the City Manager to execute same.](#)
- F.3 [Discuss and consider Ordinance No. 1081, approving a negotiated settlement between ATMOS Cities Steering Committee \(ACSC\) and ATMOS Energy Corp, MidTex Division regarding the Company's 2017 rate review mechanism filings.](#)
- F.4 [Discuss and consider appointment of Mayor Pro Tem.](#)

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

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

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

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

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

1. [Upcoming shred event.](#)

I.2 Fire Chief Report(s)

1. Update on new triband radios.

I.3 Police Chief Report(s)

1. Update on property purge.

I.4 Public Works Director Report(s)

1. Update on Coleson's FROG 5k event.
2. Update Charbonneau Lift Station project.
3. Update on City projects.

**J. ADJOURNMENT.**

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, May 5, 2017 at 3:00 p.m.

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City Secretary

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



# PROCLAMATION

**WHEREAS**, today's society is finding more citizens involved in motorcycling on the roads of our country; and

**WHEREAS**, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

**WHEREAS**, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all fatalities, through a comprehensive approach to motorcycle safety; and

**WHEREAS**, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

**WHEREAS**, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle and for riders and motorists alike to give each other the mutual respect they deserve.

**NOW, THEREFORE, BE IT RESOLVED**, that I Walter Bowen, Mayor of the City of Lake Worth, Texas and the City Council do hereby proclaim the month May 2017 as:

## **“MOTORCYCLE SAFETY & AWARENESS MONTH”**

in the City of Lake Worth. Further, I urge all residents to do their part to increase safety and awareness in our community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Lake Worth to be affixed this the 9th day of May 2017.

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Walter Bowen, Mayor



# PROCLAMATION

**WHEREAS**, emergency medical services (EMS) is a vital public service; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, EMS plays a critical role in public outreach and injury prevention, and is evolving in its role as an important member of the healthcare community; and

**WHEREAS**, personnel from MedStar, Lake Worth Fire and Lake Worth Police Department stand ready to provide compassionate, lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, emergency medical responders are supported by emergency medical dispatchers, educators, administrators, researchers, emergency nurses, emergency physicians and others; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of EMS practitioners by designating Emergency Medical Services Week.

**NOW, THEREFORE, BE IT RESOLVED**, that I Walter Bowen, Mayor of the City of Lake Worth, Texas and the City Council do hereby proclaim the week May 21-27, 2017 as:

## **“EMERGENCY MEDICAL SERVICES WEEK”**

with the theme “EMS STRONG: Always in Service” in the City of Lake Worth and encourage the community to observe this week with appropriate programs, ceremonies and activities.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Lake Worth to be affixed this the 9th day of May 2017.

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Walter Bowen, Mayor

## Lake Worth City Council Meeting – May 9, 2017

### Agenda Item No. A.4.3

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**FROM:** Monica Solko, City Secretary

**ITEM:** Oath of Office / Swearing in Ceremony.

**SUMMARY:**

Pursuant to the Election Code, the City of Lake Worth was able to cancel their general election due to the candidates for Mayor, Place 2, 4 and 6 being unopposed. At their March 14, 2017 meeting, City Council approved Ordinance No. 1077, receiving the City Secretary's certification that the following candidates were unopposed for election to office for the election scheduled to be held on May 6, 2017 and that no write-in candidates have filed to be placed on the list of write-in candidates.

OFFICE	CANDIDATE	TERM
Mayor	Walter Bowen	Two years
Council member, Place 2	Geoffrey White	Two years
Council member, Place 4	Ronny Parsley	Two years
Council member, Place 6	Gary Stuard	Two years

The ordinance also declared the above listed candidates elected to office who shall be issued certificates of election following the time the election would have been canvassed. The Election Code provides for the dates in which an election will be canvassed as no earlier than the third (3<sup>rd</sup>) day and no later than the eleventh (11<sup>th</sup>) day after the election.

In accordance with the Election Code, the newly elected officials will officially be sworn in and oaths administered by the City Secretary. A ceremony of the oath of office and swearing in will take place at the May 9, 2017 City Council meeting.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

1. Oath of Office
2. Statement of Officer

**RECOMMENDED MOTION OR ACTION:**

N/A

This space reserved for office  
use

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



**OATH OF OFFICE**

**Filing Fee: None**

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

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

\_\_\_\_\_  
Signature of Officer

.....

State of \_\_\_\_\_)  
County of \_\_\_\_\_)

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(seal)

\_\_\_\_\_  
Signature of Notary Public or Other Officer  
Administering Oath

\_\_\_\_\_  
Printed or Typed Name

**Submit to:**  
**SECRETARY OF STATE**  
**Government Filings Section**  
**P O Box 12887**  
**Austin, TX 78711-2887**  
**512-463-6334**  
**512-463-5569 - Fax**  
**Filing Fee: None**



**STATEMENT OF OFFICER**

**Statement**

I, \_\_\_\_\_, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: \_\_\_\_\_

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

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

\_\_\_\_\_  
Signature of Officer

**Lake Worth City Council Meeting – May 9, 2017**

**Agenda Item No. B.1**

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**FROM:** Monica Solko, City Secretary

**ITEM:** Approve minutes of the April 11, 2017 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. April 11, 2017 City Council minutes

**RECOMMENDED MOTION OR ACTION:**

Approve minutes of the April 11, 2017 City Council meeting.

**MINUTES OF THE REGULAR MEETING  
OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS  
HELD IN CITY HALL, COUNCIL CHAMBERS, 3805 ADAM GRUBB  
TUESDAY, APRIL 11, 2017**

**REGULAR MEETING: 6:15 PM**

**A. CALL TO ORDER.**

Mayor Walter Bowen called the Council meeting to order at 6:15 p.m.

**A.1 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 Whitely	Assistant City Manager/Finance Director
	Monica Solko	City Secretary
	Drew Larkin	City Attorney
	Jimmy Womack	Police Chief
	Mike Christenson	Fire Chief
	Sean Densmore	Public Works Director
	Barry Barber	Building Development Director
	Danielle Hackbusch	Human Resources/Risk Management
	Misty Christian	Engineer

**A.2 INVOCATION AND PLEDGE OF ALLEGIANCE.**

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

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

There were no items for this category.

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

There were no requests to speak from the public.

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

No items were removed from the consent agenda.

#### **B. CONSENT AGENDA**

##### **APPROVED**

##### **B.1 APPROVE OF MINUTES OF THE MARCH 28, 2017 SPECIAL CITY COUNCIL MEETING.**

##### **B.2. APPROVE FINANCE REPORTS FOR THE MONTH OF MARCH 2017.**

**COUNCIL MEMBER WHITE MADE A MOTION, SECONDED BY MAYOR PRO TEM NARMORE, TO APPROVE THE CONSENT AGENDA AS PRESENTED.**

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

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

There were no items for this category.

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

There were 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.**

##### **APPROVED**

City Manager Stacey Almond presented the item. Council is being asked to approve an agreement with the City of Fort Worth for wastewater services. The City of Lake Worth is a wholesale wastewater customer and our contract with the City of Fort Worth expires in May. The proposed agreement will be in effect from May 9, 2017 through September 30, 2037.

**COUNCIL MEMBER STUARD MADE A MOTION, SECONDED BY COUNCIL MEMBER PARSLEY, 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.**

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

**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.**

**APPROVED**

City Manager Stacey Almond presented the item. 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. Council is being asked to approve Ordinance No. 1078 to ensure Lake Worth can effectively implement the new fees adopted by the City of Fort Worth. The new ordinance will amend Section 13.403 to clarify the nature of the water and wastewater system facility access fees and change the assessment and collection of impact fees. The 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 issued all wholesale customers a new rate calculator which is effective April 1, 2017.

**MAYOR PRO TEM NARMORE MADE A MOTION, SECONDED BY COUNCIL MEMBER PARSLEY, TO APPROVE ORDINANCE NO. 1078 AMENDING SECTION 13.403 OF THE CODE OF ORDINANCES REGARDING WATER AND WASTEWATER SYSTEM FACILITY ACCESS FEES.**

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

**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.**

**APPROVED**

Public Works Director Sean Densmore presented the item. The item is to consider awarding the bid to Raydon, Inc. and to authorize the City Manager to execute an agreement for the 2017 Concrete Rehabilitation Project. The city requested competitive sealed proposals and received proposals from four (4) firms. Kimley-Horn reviewed and evaluated the proposals and is recommending award of bid to the lowest bidder Raydon, Inc. in an amount, not to exceed \$151,858.80. The contract term is for one (1) year with option to extend the contract on an annual basis for up to three (3) years.

Current projects identified for the 2017 Concrete Rehabilitation Project:

- Replace existing 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.

**COUNCIL MEMBER FERGUSON MADE A MOTION, SECONDED BY COUNCIL MEMBER PARSLEY, TO APPROVE A CONTRACT WITH RAYDON, INC. FOR THE 2017 CONCRETE REHABILITATION PROJECTS IN AN AMOUNT NOT TO EXCEED \$151,858.80 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

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

## **F. GENERAL ITEMS**

*Items F.1, F.2 and F.3 are companion items but will be discussed and voted on separately.*

### **F.1 DISCUSS AND CONSIDER APPROVAL OF PAY PLAN C, D, AND E FOR POLICE AND FIRE DEPARTMENT EMPLOYEES.**

#### **APPROVED**

City Manager Stacey Almond presented the item. The proposed pay plans accompany the budget amendment and are based upon the market adjustment and findings presented to Council at the March 28 Special City Council meeting. The strategy is to attract, hire, develop, and retain the best people and compensate them for the value they create.

**COUNCIL MEMBER WHITE MADE A MOTION, SECONDED BY COUNCIL MEMBER FERGUSON, TO APPROVE PAY PLAN C, D, AND E FOR POLICE AND FIRE DEPARTMENT EMPLOYEES.**

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

### **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.**

#### **APPROVED**

Human Resources/Risk Manager Danielle Hackbusch presented the item. With the approval of item F.1, this item is to revise job descriptions for the Police and Fire Department employees.

Revised job descriptions:

- Administrative Assistant-PD
- Property/Evidence Technician
- Records Technician
- Telecommunications Supervisor

New job descriptions:

- Administrative Assistant-FD
- Driver Engineer

The revisions will more accurately reflect the duties, responsibilities and physical abilities of each position. Staff recommends approval of Resolution No. 1019.

**COUNCIL MEMBER SMITH MADE A MOTION, SECONDED BY MAYOR PRO TEM NARMORE, 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.**

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

**F.3 DISCUSS AND CONSIDER AMENDING THE CRIME CONTROL & PREVENTION DISTRICT FY2016/2017 BUDGET AND ORDINANCE NO. 1079, AMENDING THE GENERAL FUND FY2016/2017 BUDGET FOR POLICE AND FIRE DEPARTMENT EMPLOYEE PAY PLANS.**

**APPROVED**

City Manager Stacey Almond presented the item. This item was discussed at the March 28 City Council meeting. With the approval of the Pay Plans (item F.1) and job descriptions (item F.2), this item is to approve the pay adjustments for the Police and Fire Department personnel with the proposed effective date of May 1, 2017.

Current Year Budget Impact: (May through September 2017)

<u>General Fund</u>		<u>CCPD</u>	<u>Total</u>
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:

<u>General Fund</u>		<u>CCPD</u>	<u>Total</u>
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

**COUNCIL MEMBER STUARD MADE A MOTION, SECONDED BY COUNCIL MEMBER WHITE, TO APPROVE AMENDING THE CRIME CONTROL & PREVENTION DISTRICT FY 2016/2017 BUDGET AND APPROVING ORDINANCE NO. 1079, AMENDING THE GENERAL FUND FY 2016/2017 BUDGET FOR POLICE AND FIRE DEPARTMENT EMPLOYEE PAY PLANS.**

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

**F.4 DISCUSS AND CONSIDER RESOLUTION NO. 1020, SUSPENDING THE APRIL 21, 2017 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE.**

**APPROVED**

City Manager Stacey Almond presented the item. Oncor Electric Delivery 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 that the city 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. Resolution No. 1020 suspends the April 11, 2017 effective date of the company's rate increase for 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. 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. Staff recommends approval of Resolution No. 1020 suspending the April 21, 2017 effective date of Oncor Electric Delivery Company's requested rate change.

**MAYOR PRO TEM NARMORE MADE A MOTION, SECONDED BY COUNCIL MEMBER STUARD, TO APPROVE RESOLUTION No. 1020 SUSPENDING THE APRIL 21, 2017 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE.**

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

**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 TRAIL.**

**APPROVED**

City Manager Stacey Almond introduced Mr. David Crawford with Perdue, Brandon, Fielder, Collins and Mott to present the item. Mr. Crawford stated the item before Council was a request to sell 2929 Huron Trail in the amount of \$25,100.00. This property was acquired property at a delinquent tax foreclosure sale.

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

**COUNCIL MEMBER SMITH MADE A MOTION, SECONDED BY COUNCIL MEMBER PARSLEY, TO APPROVE RESOLUTION NO. 1021 APPROVING THE SALE OF REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE LOCATED AT 2929 HURON TRAIL.**

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

**G. MAYOR AND COUNCIL ITEMS.**

**G.1 UPDATE ON TARRANT COUNTY MAYOR'S COUNCIL BY MAYOR BOWEN.**

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

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

**H.1 ASSISTANT CITY MANAGER/DIRECTOR OF FINANCE REPORT(S):**  
**1. REPORT ON THE ANNUAL COMMUNITY EASTER EGG HUNT.**

Assistant City Manager/Finance Director Debbie Whitley reported that the Annual Community Easter event was a great success and wanted to thank all volunteers who helped make the event possible.

## H.2 PUBLIC WORKS DIRECTOR REPORT(S):

Public Works Director Sean Densmore reported on the following projects:

### **COLESON'S FROG 5K EVENT.**

- April 29th - 7<sup>th</sup> annual Coleson's F.R.O.G 5k and 1 mile Fun Run at Lake Worth Park. To register for race visit [www.ATHLETE360.COM](http://www.ATHLETE360.COM) and register under Team Lake Worth.

### **UPDATE ON CITY PROJECTS.**

- Tarrant County crew came out in late March and completed the street rehab projects on Lakewood, Malta and Wells Drive.

## I. 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.

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

There was no Executive Session.

## K. ADJOURNMENT

Mayor Walter Bowen adjourned the meeting at 6:33 p.m.

**APPROVED:**

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

**ATTEST:**

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

## Lake Worth City Council Meeting – May 9, 2017

### Agenda Item No. B.2

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

**Item:** Approve Finance reports for the month of April 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:**

Move to approve finance reports for the month of April 2017.

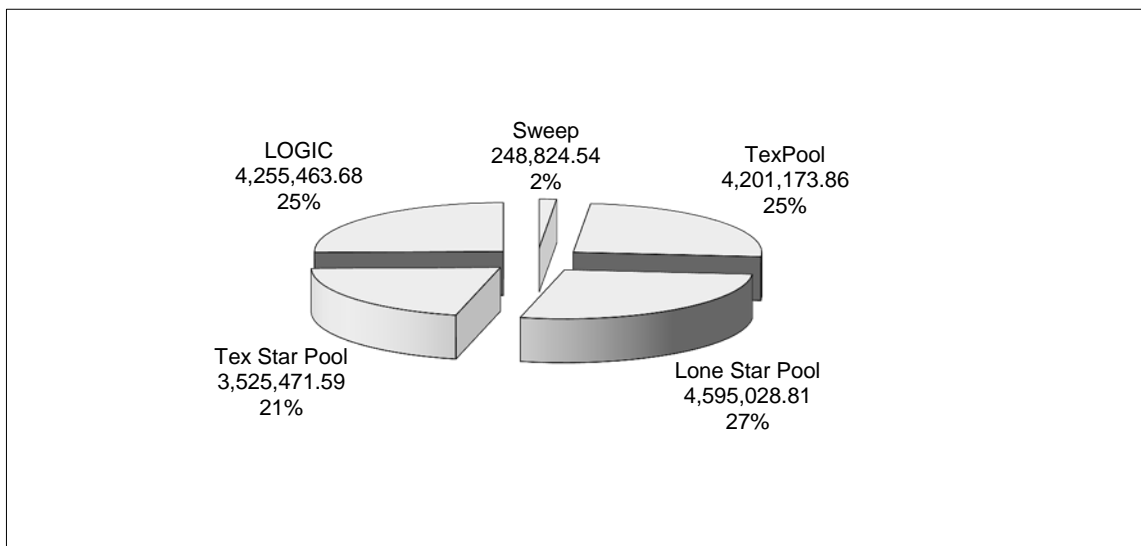
**CITY OF LAKE WORTH  
CASH POSITION  
As of Apr 30, 2017**

	Checking Account	TexPool	Lone Star Pool	TexStar	LOGIC	Total
General Fund	58,534.21	1,557,602.40	1,549,955.12	1,575,619.36	1,539,972.04	6,281,683.13
Park Fund	10,504.71	186,976.96			218,246.20	415,727.87
Child Safety Fund	16,358.39					16,358.39
Court Technology	12,284.85					12,284.85
Court Security Fund	24,055.41				36,268.03	60,323.44
Confiscated Property Fund	5,978.96					5,978.96
Street Maintenance	24,771.89	503,759.91	473,698.86	522,045.97	492,158.51	2,016,435.14
Crime Control	22,471.33	122,671.97	121,454.37	170,352.44		436,950.11
Economic Development		1,260,654.93	1,280,556.37		1,252,992.75	3,794,204.05
PEG Fund					61,029.67	61,029.67
Water/Sewer Fund	52,558.76	275,102.73	291,240.99		284,052.99	902,955.47
Debt Service	6,369.66	294,307.89	537,825.50			838,503.05
2008 CO Series		97.07		1,213,427.85		1,213,524.92
Hotel/Motel Tax Fund	14,936.37		340,297.60	44,025.97	370,743.49	770,003.43
Total All Cash & Invstments	248,824.54	4,201,173.86	4,595,028.81	3,525,471.59	4,255,463.68	16,825,962.48

# CITY OF LAKE WORTH INVESTMENT ACTIVITY *As of Apr 30, 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	\$248,824.54
<i>(Funds covered by FDIC and Pledged Collateral by Bank of Texas)</i>	
Total Funds Held In TexPool	\$4,201,173.86
<i>(NAV \$1.00 per share, 4,201,174 shares; WAM 1 day)</i>	
Total Funds Held In Lone Star Pool	\$4,595,028.81
<i>(NAV \$1.00 per share, 4,595,029 shares; WAM 1 day)</i>	
Total Funds Held In TexStar Pool	\$3,525,471.59
<i>(NAV \$1.00 per share, 3,525,472 shares; WAM 1 day)</i>	
Total Funds Held In LOGIC	\$4,255,463.68
<i>(NAV \$1.00 per share, 4,255,464 shares; WAM 1 day)</i>	
Total All Funds	\$16,825,962.48



Prepared By: *Debbie Whitley*

Date: May 1, 2017

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
<b>GENERAL FUND</b>					
Mayor/Council	15,163.00	408.90	11,185.09	3,977.91	74%
Administration	1,346,905.00	80,238.73	595,321.08	751,583.92	44%
Police	2,267,992.00	158,124.18	1,139,154.96	1,128,837.04	50%
Fire	1,790,664.00	136,042.73	940,098.68	850,565.32	53%
Street	602,968.00	40,469.79	265,741.55	337,226.45	44%
Library	242,030.00	17,552.88	130,231.75	111,798.25	54%
Parks	385,483.00	25,633.05	187,787.01	197,695.99	49%
Maintenance Dept	191,342.00	14,217.47	103,236.27	88,105.73	54%
Senior Citizens	113,772.00	7,611.14	60,299.27	53,472.73	53%
Municipal Court	218,693.00	15,201.22	118,456.92	100,236.08	54%
Animal Control	97,026.00	7,047.73	43,709.87	53,316.13	45%
Emergency Management	14,400.00	123.20	10,586.33	3,813.67	74%
Permits & Inspections	356,331.00	27,923.20	191,526.30	164,804.70	54%
Information Technology	463,605.00	21,588.73	247,216.79	216,388.21	53%
Total General Fund	8,106,374.00	552,182.95	4,044,551.87	4,061,822.13	50%
<b>EDC</b>					
Administration	1,530,741.00	37,248.34	769,322.38	761,418.62	50%
Lake Worth Area Museum	4,670.00	3,708.94	4,679.04	-9.04	100%
Total EDC	1,535,411.00	40,957.28	774,001.42	761,409.58	50%
<b>WATER/SEWER FUND</b>					
Administration	1,181,369.00	19,705.39	744,155.98	437,213.02	63%
Water Supply	971,389.00	47,718.17	323,971.12	647,417.88	33%
Water Distribution	339,827.00	21,105.79	141,371.22	198,455.78	42%
Sewer Department	1,173,131.00	202,129.90	562,111.27	611,019.73	48%
Total Water/Sewer	3,665,716.00	290,659.25	1,771,609.59	1,894,106.41	48%
<b>TOTAL EXPENDITURES</b>	<b>13,302,831.00</b>	<b>880,090.54</b>	<b>6,585,483.84</b>	<b>6,717,347.16</b>	<b>50%</b>

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

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
<b>GENERAL FUND</b>					
Property Taxes	760,494.00	4,213.60	720,306.56	40,187.44	95%
Franchise Fees	455,000.00	5,578.83	245,202.04	209,797.96	54%
Sales and Beverage Taxes	4,069,754.00	273,614.35	2,065,174.94	2,004,579.06	51%
Fines and Warrants	512,525.00	44,132.93	275,458.45	237,066.55	54%
License & Permits	132,310.00	5,248.20	103,852.06	28,457.94	78%
Sanitation/Animal Control	184,685.00	16,091.37	109,295.42	75,389.58	59%
Investment Income & Misc	318,005.00	74,113.03	285,103.03	32,901.97	90%
Due From Other Funds	1,107,369.00		553,688.00	553,681.00	50%
Use of Prior Year Reserves	559,882.00			559,882.00	0%
Total General Fund	8,100,024.00	422,992.31	4,358,080.50	3,741,943.50	54%
<b>EDC</b>					
Sales Tax	1,985,000.00	133,697.37	1,026,597.43	958,402.57	52%
Interest Income & Miscellaneous	9,250.00	2,716.26	12,564.56	-3,314.56	136%
Use of Prior Year Reserves				0.00	
Total EDC	1,994,250.00	136,413.63	1,039,161.99	955,088.01	52%
<b>WATER/SEWER FUND</b>					
Water Sales	1,500,000.00	120,904.78	699,862.60	800,137.40	47%
Water Tap Fees	1,000.00		1,205.00	-205.00	121%
Water Service Charge	55,000.00	3,790.17	35,972.66	19,027.34	65%
Sewer Charges	970,000.00	87,885.60	533,648.24	436,351.76	55%
Sewer Tap Fees	3,000.00		3,775.00	-775.00	126%
Miscellaneous	34,090.00	4,323.49	33,095.71	994.29	97%
Transfers In	785,490.00		265,038.00	520,452.00	34%
Use of Prior Year Reserves	317,136.00			317,136.00	0%
Total Water/Sewer Fund	3,665,716.00	216,904.04	1,572,597.21	2,093,118.79	43%
<b>DEBT SERVICE FUND:</b>					
Property Tax Revenue	1,212,502.00	6,630.35	1,123,783.71	88,718.29	93%
Investment Income & Misc	1,200.00	424.39	1,498.57	-298.57	125%
Transfers In	508,092.00		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	7,054.74	1,379,330.28	384,963.72	78%
<b>TOTAL ALL FUNDS</b>	<b>15,524,284.00</b>	<b>783,364.72</b>	<b>8,349,169.98</b>	<b>7,175,114.02</b>	<b>54%</b>

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

		Current % Incr or Decrease
Current Month Receipts	267,394.74	
Same Month, Last Year	267,425.71	-0.01%
Same Month, 2 Years Ago	230,232.13	16.14%
Current YTD Total	2,053,194.87	
YTD, Last Year	1,948,264.22	5.39%
YTD, 2 Years Ago	1,811,179.06	13.36%

Current Year Budget is \$4,045,754

CITY OF LAKE WORTH  
PARK FUND  
As of April 30, 2017

REVENUE SOURCE:

UTILITY DONATIONS	5,981.00
DONATIONS - KIDS & TREES	0.00
DONATIONS - NAVAJO PARK	0.00
DONATIONS - RAYL PARK	5,000.00
DONATIONS - LAKE WORTH PARK	0.00
INVESTMENT INCOME	1,102.89
EDC CONTRIBUTIONS	125,000.00
MISCELLANEOUS	142.25
Total Revenue	<u>137,226.14</u>

EXPENDITURE CATEGORY:

MISCELLANEOUS	347.73
PARK MAINTENANCE	6,626.57
HODGKINS PARK	0.00
CHARBONNEAU PARK	831.09
LAKE WORTH PARK	25,934.62
NAVAJO PARK	38.50
GRAND LAKE PARK	73.50
REYNOLDS PARK	0.00
RAYL PARK	1,870.81
TELEPHONE ROAD PARK	0.00
DAKOTA PARK	472.56
EQUIPMENT PURCHASE/IMPROVEMENTS	0.00
Total Expenditure	<u>36,195.38</u>

REVENUE OVER EXPENDITURES 101,030.76

CASH POSITION

CHECKING	10,504.71
INVESTMENTS	<u>405,223.16</u>
TOTAL CASH	415,727.87

CITY OF LAKE WORTH  
STREET MAINTENANCE  
April 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	66,848.69	513,298.72	476,701.28	52%
Interest & Misc Income	4,750.00	2,430.29	35,035.08	-30,285.08	738%
Use of Prior Yr Rsrvs					
Total Revenue	994,750.00	69,278.98	548,333.80	446,416.20	55%

**Expenditures**

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Salaries	279,732.00	21,955.94	142,870.57	136,861.43	51%
Supplies	30,950.00	267.98	8,186.07	22,763.93	26%
Maintenance	395,750.00	30,276.92	64,026.88	331,723.12	16%
Services	9,160.00	1,769.82	7,994.18	1,165.82	87%
Equipment	34,350.00	34.09	164.08	34,185.92	0%
Transfers Out	112,244.00		56,122.00	56,122.00	50%
Total Expenditures	862,186.00	54,304.75	279,363.78	582,822.22	32%

CITY OF LAKE WORTH  
CCPD  
April 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	983,477.00	66,064.16	505,768.97	477,708.03	51%
Interest & Misc Income	800.00	1,367.86	17,641.87	-16,841.87	2205%
Use of Prior Yr Rsrvs					
Total Revenue	984,277.00	67,432.02	523,410.84	460,866.16	53%

**Expenditures**

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Salaries	658,488.00	47,606.97	332,110.53	326,377.47	50%
Supplies	21,800.00	142.21	646.04	21,153.96	3%
Maintenance	21,175.00	284.42	19,047.82	2,127.18	90%
Services	70,985.00	3,528.39	44,258.77	26,726.23	62%
Equipment	27,000.00		4,719.09	22,280.91	17%
Transfers Out	171,314.00		85,658.00	85,656.00	50%
Total Expenditures	970,762.00	51,561.99	486,440.25	484,321.75	50%

## Lake Worth City Council Meeting – May 9, 2017

### Agenda Item No. B.3

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

**Item:** Consider approval of the audit engagement letter from Snow Garrett Williams for audit services for the fiscal year ending September 30, 2017 and authorize the City Manager to sign the document.

**Summary:**

Section 103.001 of the Local Government Code states that a municipality shall have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. Snow Garrett Williams has performed these services well over the last 10 years for the City and we enjoy an excellent working relationship with them.

**Fiscal Impact:**

The estimated cost for audit services is between \$47,500 and \$50,000. The total cost of the audit for the fiscal year ended September 2016 was \$48,350.

**Attachments:**

- Audit engagement letter provided by Snow Garrett Williams
- Form 1295

**Recommended Motion or Action:**

Move to approve the audit engagement letter from Snow Garrett Williams for audit services for the fiscal year ending September 30, 2017 and authorize the City Manager to sign the document.



**SNOW GARRETT WILLIAMS**  
CERTIFIED PUBLIC ACCOUNTANTS

April 28, 2017

Honorable Mayor, City Council, and Management  
City of Lake Worth, Texas  
3805 Adam Grubb  
Lake Worth, TX 76135

We are pleased to confirm our understanding of the services we are to provide for the City of Lake Worth, Texas for the year ended September 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Lake Worth as of and for the year ended September 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), budgetary comparison information, schedules required for retirement plans, and the schedule for governments using the modified approach for infrastructure, to supplement the City of Lake Worth's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Lake Worth's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Statement of Revenues, Expenditures, and Changes in Fund Balance- Budget and Actual
3. Schedule of Changes in the Net Pension Liability and Related Ratios for TMRS
4. Schedule of Employer Contributions and Related Ratios for TMRS
5. Schedule of Changes in the Total Pension Liability for Length of Service Awards Program (LOSAP)
6. Schedule of Total Pension Liability to Covered-Employee Payroll for LOSAP
7. Schedule for Governments Using the Modified Approach for Infrastructure

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial

statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Combining Balance Sheet - Nonmajor Governmental Funds
2. Combining Statement of Revenues, Expenditures, and Changes in Fund Balance-Nonmajor Governmental Funds

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Lake Worth and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Lake Worth's financial statements. Our report will be addressed to management and those charged with governance of the City of Lake Worth. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Lake Worth is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness

of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

## **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Lake Worth's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

## **Other Services**

We will also assist in preparing the financial statements and related notes of the City of Lake Worth in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **Management Responsibilities**

Management is responsible for designing, implementing, and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3)

others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and

will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Snow Garrett Williams and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Snow Garrett Williams personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory agencies. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our interim fieldwork in June 2017 and to issue our reports after the year end audit field work is complete. Kathy Williams, CPA is the engagement partner and is responsible for supervising the engagement and signing the report.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Lake Worth and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter will continue in effect until canceled by either party.

Very truly yours,

A handwritten signature in cursive script that reads "Snow Garrett Williams".

Snow Garrett Williams

RESPONSE:

This letter correctly sets forth the understanding of the City of Lake Worth, Texas.

Management Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Governance Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Snow Garrett Williams  
Weatherford, TX United States

Certificate Number:  
2017-201535

Date Filed:  
05/02/2017

Date Acknowledged:

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

City of Lake Worth, Texas

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

2017-05-09 B.3  
Audit Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT



AFFIX NOTARY STAMP / SEAL ABOVE

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Kathy Williams  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Kathy Williams, this the 2<sup>nd</sup> day of May, 2017, to certify which, witness my hand and seal of office.

Kaileigh Swanson  
Signature of officer administering oath

Kaileigh Swanson  
Printed name of officer administering oath

Notary  
Title of officer administering oath

**Lake Worth City Council Meeting – May 9, 2017**

**Agenda Item No. B.4**

---

**FROM:** Stacey Almond, City Manager

**ITEM:** Discuss and consider a master lease agreement with VAR Technology Finance for the purchase of computer equipment in an amount not to exceed \$51,134.00 and authorize the City Manager to execute the contract.

**SUMMARY:**

The city preforms computer refresh and replacement every four (4) years. During this replacement, the IT department will update all workstations throughout the City and council iPads. Equipment no longer in use will be auctioned off at next city auction.

The proposed expense has been approved through the FY 16/17 budget.

**FISCAL IMPACT:**

Annually = \$12,783.50

Total contract over 4 years = \$51,134.00

**ATTACHMENTS:**

1. VAR Technology Contract
2. 1295 Form

**RECOMMENDED MOTION OR ACTION:**

Move to approve a master lease agreement with VAR Technology Finance for the purchase of computer equipment in an amount not to exceed \$51,134.00 and authorize the City Manager to execute the contract.

**City of Lake Worth**  
**3805 Adam Grubb**  
**Lake Worth, TX 76135-3509**

**April 20, 2017**  
**20291212**

Thank you for the opportunity to provide services to City of Lake Worth. To facilitate a smooth documentation process please complete the following steps:

### **Reviewing and Signing – Review and Sign the Enclosed Documents**

1. **Lease Agreement:** Ensure it is signed by an authorized signer\*\*
2. **Insurance Form:** Complete the insurance form and provide a Certificate of Insurance
3. **Federal Tax ID:** Provide the Federal Tax ID for City of Lake Worth: \_\_\_\_\_

### **Return the Signed Documents**

- Email to team19@vartechologyfinance.com  
OR
- Fax to (972) 755 8210 (Attn: Michael Kennemer)

Once we approve the scanned documents, we will email you a UPS label for you to return the original documents (not scanned or copied).

### **\*\*Please note the following:**

- **Do not use white out or make any cross outs** on any document.
- **Signatures must be original; stamped signatures will not be accepted.**
- **Print each page of the document as a single page. We cannot accept double sided documents.**
- **If your company is tax exempt, please provide a copy of your state Sales Tax Exemption Certificate with your scanned or faxed copy of the documents.**
- **Please do not fill in the commencement date on the Exhibit A. This date is determined when the lease funds.**

---

If you have any questions about this process, please contact [mkennermer@vartechologyfinance.com](mailto:mkennermer@vartechologyfinance.com) or call (972) 755 8200. We're excited to have you as a customer and look forward to growing our business relationship with you.

---



**Title:** City Manager

This is a non-cancellable, legally binding contract"

Master Lease Number: 20291212

## MASTER LEASE AGREEMENT



**Lessor:**  
VAR Technology Finance  
2330 Interstate 30  
Mesquite, TX 75150  
Phone: (972) 755 8200  
Fax: (972) 755 8210

**Lessee Name:** City of Lake Worth  
**Street Address:** 3805 Adam Grubb,  
**City, ST & Zip Code:** Lake Worth, TX, 76135-3509  
**Telephone:** 817.237.1211  
**Federal Tax ID#:** \_\_\_\_\_

### Signatures

Lessee has reviewed this page and the rest of this Lease  
City of Lake Worth

Lessor has reviewed this page and the rest of this Lease  
VAR Technology Finance (Lessor)

Authorized Signature

Authorized Signature

Stacey Almond

City Manager

Print Name

Title

Date

Print Name

Title

Date

### Terms and Conditions

In this Master Lease Agreement ("Master Agreement"), the words "You" and "Your" mean the Lessee named above. "We," "Us" "Our" and "Lessor" mean VAR Technology Finance. "Schedule" means the form of lease schedule attached hereto as Exhibit A. "Supplier" means the equipment supplier supplying the Equipment (defined below) leased under a Schedule. ***This Master Agreement, together with each Schedule entered into pursuant hereto and the related and supporting documents entered into directly with Us in connection with the transaction represented in a Schedule ("Other Documents"), represent the final and only agreement between You and Us regarding the leasing of the Equipment identified in such Schedule and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between You and Us. Neither this Master Agreement nor any Schedule may be changed except by a written agreement between You and Us. Other agreements not stated in this Master Agreement, Schedules and Other Documents (including those contained in any purchase agreement or order between You and the Supplier) are not binding on Us.***

**1. LEASE OF EQUIPMENT.** Each Schedule executed by You represents your agreement to lease from Us the equipment listed therein (together with all existing and future accessories, embedded software programs, attachments, replacements, additions and repairs) (the "Equipment"), upon the terms stated in such Schedule and this Master Agreement. Each Schedule shall be substantially in the form of Exhibit A and shall be deemed to be a separate lease transaction (a "Lease") between You and Us. In the event of any conflict between the provisions of this Master Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. You promise to pay to Us the Lease Payments shown on each Schedule in accordance with the payment schedule set forth therein, plus all other amounts stated herein and therein. Each Schedule is binding on You as of the date You sign it. You agree that after You sign this Agreement or a Schedule, We may insert or correct any information missing in this Agreement or a Schedule, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the Payment shown in a Schedule by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment. No Schedule is binding on Us until We sign it. If You are other than a sole proprietorship, Your signature on this Master Agreement and on each Schedule constitutes Your representation that the execution and delivery by You of this Master Agreement, the Schedule and the Other Documents, and the performance of Your obligations hereunder and thereunder, have been authorized by all necessary company action, and that the person(s) signing this Master Agreement, the Schedule and the Other Documents has been duly authorized to do so.

**2. UNCONDITIONAL OBLIGATION TO PERFORM.** With respect to each Schedule, You agree that: (a) You, not We, selected the Equipment and the Supplier, (b) We are a separate company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), the Vendors are NOT Our agents, and no statement, representation or warranty by any Vendor is binding on Us, (c) Your duty to perform Your obligations under the Master Agreement and the Schedule is unconditional despite any equipment failure, the existence of any law restricting the use of the Equipment, or any other adverse condition whatsoever, (d) if You are a party to any maintenance, service, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of any Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from fully performing Your payment and other obligations to Us, and (e) if the Equipment is unsatisfactory or if any Vendor fails to provide any service or maintenance or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to perform your payment and other obligations to Us.

**3. ORIGINAL TERM; END OF TERM OPTIONS; RENEWAL PROVISIONS.** The original term of each Lease represented by a Schedule will begin on a date designated by Us after We accept such Schedule (the "Commencement Date") and will continue for the number of months shown in the Schedule ("Original Term"). As used herein, "Present Term" means the term presently in effect, whether it is the Original Term or a Renewal Term (as defined below). With respect to each Schedule, unless You notify Us in writing at least

90 days but not more than 120 days before the end of a Present Term that, at the end of such Present Term, You intend to (i) return the Equipment, or (ii) exercise the purchase option, if any, specified in the Schedule, then: (a) the Schedule will automatically renew for an additional three-month Term (each, a "Renewal Term"), and (b) the Lease Payment amount and the other terms of the Schedule and of this Master Agreement and Other Documents will continue to apply. If You do notify Us in writing within the time set forth above that You intend to return the Equipment or purchase the Equipment at the end of such Present Term, then, immediately upon the expiration of such Term, You shall return the Equipment subject to the Schedule pursuant to Section 13 of this Master Agreement or purchase the Equipment pursuant to Section 10 of the Schedule, as applicable.

**4. ACCEPTANCE OF EQUIPMENT; LEASE PAYMENTS.** With respect to each Schedule, You will inspect and test the operation of the Equipment upon its delivery and You will notify Us within ten (10) days of delivery if the Equipment is not satisfactory. **YOU AGREE THAT IF YOU FAIL TO NOTIFY US THAT THE EQUIPMENT IS NOT SATISFACTORY WITHIN TEN (10) DAYS OF DELIVERY THEN THE EQUIPMENT SHALL BE IRREVOCABLY AND UNCONDITIONALLY ACCEPTED BY YOU.** If requested, You will sign a separate Equipment delivery and acceptance certificate for each Schedule. We may at Our discretion verify by telephone such information regarding delivery and acceptance of the Equipment as we deem appropriate and any such telephone verification of Your acceptance will have the same effect as a written delivery and acceptance certificate signed by You. With respect to each Schedule, Customer agrees to pay a prorated Lease Payment for the period between the Equipment delivery date (i.e. the date of the related delivery and acceptance certificate) and the Commencement Date. This prorated or partial payment will be based on the Lease Payment shown on the related Schedule prorated on a 30-day calendar month and will be added to the Customer's first invoice. With respect to each Schedule, Lease Payments plus applicable taxes and other charges provided for herein are payable in advance periodically as stated herein and therein. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and then to the current amount due, in such order as We determine. We may add finance charges to any amount We advance on Your behalf, including, without limitation, taxes and insurance premiums, if any. Any security deposit or estimated future Governmental Charge (as defined in Section 10 below) that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to past-due amounts, and the unused portion will be returned to You within 90 days after the end of the final Present Term of the applicable Schedule. **If We do not receive a payment in full on or before its due date, You shall pay (i) a fee equal to the greater of 10% of the amount that is late or \$29.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month ("Time-Value Interest") from the due date to the date paid.** If any check is dishonored, You shall pay Us a fee of \$20.00.

**5. DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT.** We are not responsible for delivery or installation of the Equipment relating to any Schedule. You are responsible for Equipment maintenance. You shall not remove the Equipment from the Equipment Location designated in the applicable Schedule unless You first get Our permission. You shall give Us access to each Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith, whether performed prior to or after the Commencement Date of the applicable Schedule. **We will own and have title to all Equipment (excluding any software) throughout the Term of each Schedule.** If the Equipment includes any software, You agree that (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under the applicable Lease. You agree that all Equipment is and shall remain personal property. You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind whatsoever. **You represent that all Equipment will be used solely for commercial purposes and not for personal, family or household purposes.** You shall use all Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements and

No schedule may be terminated early. The terms of this master lease are continued on the reverse or next page.

shall not make any permanent alterations. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

**6. NO WARRANTIES; FINANCE LEASE.** WITH RESPECT TO EACH SCHEDULE, WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You agree that the transaction represented by each Schedule is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 522. If it is determined that the transaction represented by any Schedule is other than a "lease" as defined in Article 2A, then You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. With respect to any one or more Schedules, You may be entitled under Article 2A to the promises and warranties (if any) provided to Us by the Vendor(s) in connection with or as part of the contract(s), if any, by which We acquire the Equipment. You may contact the Vendor(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. We hereby transfer to You, without recourse to Us, all automatically transferable promises and warranties, if any, made to Us by the Vendor(s).

**7. LIABILITY; INDEMNIFICATION.** We are not liable for any claims, actions, damages (whether direct, indirect, incidental or consequential), liabilities, losses or costs made against or incurred by You relating to the delivery, installation, possession, use, return, loss of use, defect or malfunction of any Equipment (collectively, "Equipment Matters") with respect to any Schedule. You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, liabilities, losses, and costs (including reasonable attorneys' fees) made against or incurred by Us relating to Equipment Matters.

**8. LOSS; DAMAGE; INSURANCE.** You shall, during the Term, (i) bear the risk of loss and damage to all Equipment leased under all Schedules and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep all Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee," and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as "additional insured." You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date of each Lease. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If You do not provide Us with Insurance Proof within 30 days of the Commencement Date of a Schedule, or if such Insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge You a periodic Insurance Charge for such Other Insurance. The Insurance Charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, a finance charge of up to 18% per annum (or the maximum rate allowed by law, if less) on any advances We make for premiums, billing and tracking fees, charges for Our processing costs associated with the Other Insurance, and other related fees. We and/or one or more of Our affiliated companies or agents will receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain and may cancel Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

**9. ASSIGNMENT.** YOU SHALL NOT SELL, TRANSFER, ASSIGN, PLEDGE OR OTHERWISE ENCUMBER (collectively, "Transfer") THIS MASTER AGREEMENT OR ANY SCHEDULE, OR TRANSFER OR SUBLEASE ANY EQUIPMENT, IN WHOLE OR IN PART. We may, without notice to You, Transfer Our interests in this Master Agreement, any one or more Schedules and/or any or all Equipment leased thereunder, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform any of Our obligations (if any). You agree not to assert against the New Owner any claim, defense or offset You may have against Us or any predecessor in interest.

**10. TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income), levies, assessments and license and registration fees and other governmental charges relating to each Lease and the ownership, leasing, sale, possession or use of the Equipment leased under each Schedule (collectively, "Governmental Charges"). We may periodically bill you for, and You agree to promptly pay, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges when and as they may become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing tax returns. You agree to pay Us a fee for preparing and filing personal property tax returns. With respect to each Schedule, You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements and a fee for each filing and (ii) a processing fee of \$75.00 for each Lease to cover Our investigation, documentation and other administrative costs in originating the Lease. You agree that the fees set forth in this Master Agreement and in the Schedules may include a profit component.

**11. SAVINGS CLAUSE.** If it is determined that any amount charged or collected with respect to a Lease is greater than the amount allowed by law, including, without limitation, any amount that is determined to exceed applicable usury limits (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be applied to any amount then due and owing by You with respect to such Lease, adjusted to conform with applicable law, or, if there is no such amount then due and owing by You, will be refunded to You.

**12. DEFAULT.** You will be in default under a Schedule if, with respect to such Schedule, this Master Agreement or any other Schedule or agreement between You and Us, You fail to pay any amount within 15 days of the due date or fail to perform or observe any other obligation. If You are in default, We may do any one or more of the following, at Our option, concurrently or separately: (A) cancel the Lease represented by such Schedule and any one or more Lease(s) represented by any other Schedules, (B) require You to return the Equipment leased under any one or more Schedule(s) pursuant to Section 13 of this Master Agreement, (C) take possession of and/or render unusable the Equipment leased under such Schedule(s), and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law, (D) with respect to any one or more Schedules, require You to pay to Us, on

demand, an amount equal to the sum of (i) all Lease Payments and other amounts then due and past due, (ii) all Lease Payments for the then-remaining Present Term(s) of such Schedules plus Our residual interest in the Equipment as indicated by Our records, discounted at a rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), (iii) interest at the rate of Time-Value Interest on the amounts specified in clauses "i" and "ii" above from the date of demand to the date paid, and (iv) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "iv" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of collection and enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment with respect to any Schedule, We shall give You a credit against the Balance Due under such Schedule in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are greater than the Balance Due, We shall pay You such surplus. If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights under the Lease shall not constitute a waiver thereof.

**13. RETURN OF EQUIPMENT.** If You are required to return the Equipment under any Schedule, You shall, at Your expense, send the Equipment to any location(s) that We may designate. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (as defined in Section 5 of this Master Agreement). If You are required to return the Equipment under Section 12 of this Master Agreement, You shall do so promptly upon demand. If You are required to return the Equipment under Section 3 of this Master Agreement, then (i) it must be received by Us in Good Condition within 15 days after the expiration of the then Present Term, (ii) if it is not received within 15 days of the date of demand, You agree to continue paying Lease Payments and all other amounts due hereunder until it is received and accepted by Us in Good Condition, and (iii) You agree to pay a handling and restocking fee of \$250.00 promptly upon demand. If You are required to return the Equipment under any provision of this Master Agreement and it is not in Good Condition when it is received by Us, You agree to pay Our reasonable costs that We incur in connection with repairing or restoring the Equipment to Good Condition (as defined in Section 5 of this Master Agreement).

**14. APPLICABLE LAW; VENUE; JURISDICTION.** Each Lease shall be governed by, enforced and construed in accordance with the laws of the state of Lessor's principal place of business or, with respect to any Lease that Lessor assigns to a New Owner, the laws of the state of the New Owner's principal place of business, and any dispute concerning a Lease shall be adjudicated in a federal or state court in such state or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Lessor or the New Owner. You hereby irrevocably submit generally and unconditionally to the jurisdiction of such courts and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** Each provision of this Master Agreement and of each Schedule shall be interpreted to the maximum extent possible so as to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder of the Lease.

**15. MISCELLANEOUS.** You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement or any Lease, and (b) provide Your credit application and information regarding Your account to credit reporting agencies, potential Assignees, the Supplier and parties having an economic interest in this Agreement, a Lease and/or the Equipment. This Agreement and any Schedules, exhibits and other related documents (each a "document") may be executed in counterparts manually or by electronic means, by either party and, when transmitted to Us by fax, electronic or other means, shall be binding on You for all purposes as if manually signed. No document requiring Our signature is binding on Us until We sign it. When a copy of each document containing Your original, faxed or electronic signature is (i) manually signed by Us, marked "Original" and in Our possession, or (ii) electronically signed by Us and stored as an electronic record that is under Our control, then such copy shall constitute the original authoritative version of that document for all purposes and shall constitute the sole "chattel paper" as that term is defined in the UCC; provided that if the "Paper Out" process shall have occurred pursuant to the eOriginal Product Reference Guide and there shall simultaneously exist both the "Paper Out" printed version and an electronic version of the document, then the "Paper Out" printed version of the document as identified in the eOriginal audit record and corresponding affidavit shall constitute the sole original authoritative version and the sole "chattel paper". Reference herein to eOriginal shall mean eOriginal, Inc, Baltimore, MD, or any successor electronic custodian appointed by Us. You agree not to raise as a defense to the enforcement of any document that it was executed by electronic means by either party or transmitted to Us by fax or other electronic means. You waive notice of Our acceptance of the document and receipt of a copy of the originally signed document. Notwithstanding anything herein to the contrary, if You sign or transmit any document to Us electronically, We reserve the right to require You to sign any document manually and to deliver to Us an original of such document containing Your manual signature. Effective on the date that You enter into this Agreement and each Schedule, You hereby represent and warrant to Us that (a) this Agreement and each such Schedule is legally binding and enforceable against You in accordance with its terms and You acknowledge that this representation and warranty is a material inducement to Us to acquire the Equipment to be leased under this Agreement and each Schedule, and (b) You and any other person who You control, own a controlling interest in, or who owns a controlling interest in or otherwise controls You in any manner ("Customer Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither You nor any Customer Representative is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State.

Lessee has reviewed this page. Lessee Initials \_\_\_\_\_

## Exhibit A

### Equipment Lease Schedule No. 1

This Equipment Lease Schedule (this "**Schedule**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **VAR Technology Finance** (hereinafter "**We**," "**Us**" or "**Our**") and **City of Lake Worth** (hereinafter "**You**" or "**Your**"). This Schedule is entered into subject to that certain Master Lease Agreement No. 20291212 (the "**Master Agreement**") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. *The Master Agreement, together with this Schedule and the related and supporting documents entered into in connection with this Schedule, represent the final and only agreement between You and Us regarding the leasing of the Equipment identified below and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between You and Us relating to the leasing of the Equipment. This Schedule may not be changed except by way of a written agreement between You and Us. Other agreements (including, without limitation, those contained in any purchase agreement or order between You and the Supplier of Equipment) not stated in the Master Agreement or in the Schedule or other supporting documents are not binding on Us.* This Schedule, inclusive of the terms and conditions set forth in the Master Agreement, constitutes a separate lease between You and Us. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment. This Schedule may not be modified except in a writing signed by You and Us.

We hereby agree to lease to You, and You hereby agree to lease from Us, the following-described Equipment upon the terms and conditions set forth in this Schedule and in the Master Agreement:

Description of Equipment – **INCLUDE MAKE, MODEL AND SERIAL NUMBERS (ATTACH ADDITIONAL PAGE IF NECESSARY)**

See attached Schedule A

Equipment Supplier: VAR Technology Finance

Equipment Location Address: 3805 Adam Grubb, Lake Worth, TX 76135-3509

Original Term: 49 Months, 1 @ \$0.00 Followed by 4 Annual Payments @ \$12,783.50

Commencement Date of this Lease: \_\_\_\_\_

Lease Payment Option: \$12,783.50 per: ☐ Month ☐ Quarter  
☒ Year ☐ Other:

Check here ☐ if Lease Payment amount includes sales/use tax

\$0.00 Lease Payment(s) is(are) due at the time this Schedule is signed, which shall be applied to the:

☐ First Lease Payment ☐ First and Last Lease Payments ☒ Other: Zero advance payments

Security Deposit: \$ \_\_\_\_\_

Purchase Option at end of Original Term: ☐ None ☒ Fair Market Value as of end of Original Term  
☐ One Dollar (\$1.00) ☐ Other:

The above equipment purchase options may be exercised by You only at the end of the Original Term. If you are in default under the Master Agreement or this Schedule at the time you desire to exercise a purchase option, You must cure such default to Our satisfaction before having the right to exercise such option. If the "One Dollar" purchase option is checked above, then the last two sentences of Section 3 of the Master Agreement shall not apply to this Lease (in other words, the "automatic renewal" provisions in Section 3 shall not apply to this Lease). If the "Fair Market Value" option is checked above, then the purchase price will be the fair market retail value of the Equipment, as determined by Us in our sole but reasonable judgment, as of the end of the Original Term.

This Schedule is not binding upon Us unless and until We accept this Schedule by signing below. A facsimile copy of this Schedule shall have the same force and effect as the original. **This Schedule is non-cancelable and may not be terminated early.**

**VAR Technology Finance**

By: X \_\_\_\_\_

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

**You: City of Lake Worth**

By: X \_\_\_\_\_

Name (Print): Stacey Almond

Title: City Manager

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

VAR Technology Finance  
2330 Interstate 30  
Mesquite, TX 75150

Phone (972) 755 8200  
Fax (972) 755 8210  
www.vartechologyfinance.com



## Schedule A

### City of Lake Worth

Quantity	Manufacturer	Description
1	Lenovo	Lenovo ThinkCentre M700 10GR - Core i7 6700 3.4 GHz - 8 GB - 256 GB
1		Lenovo ePac On-Site Warranty Extended Service Agreement 4-Year
43	Lenovo	Lenovo ThinkCentre M700 10GT - Core i5 6400 2.7 GHz - 8 GB - 256 GB
43		Lenovo ePac On-Site Warranty Extended Service Agreement 4-Year
1	Lenovo	Lenovo ThinkPad X1 Carbon 20FB - 14" - Core i7 6600U - 8 GB RAM - 256 GB SS
1		Lenovo TopSeller Onsite - extended service agreement - 4 years - on-site
9	Lenovo	Lenovo ThinkPad E460 20ET - 14" - Core i5 6200U - 4 GB RAM - 500 GB HDD
9	Lenovo	Axiom AX - DDR3L - 4 GB - SO-DIMM 204-pin
4		Lenovo ThinkPad OneLink Pro Dock - port replicator
9		Lenovo TopSeller Onsite - extended service agreement - 4 years - on-site
5	Lenovo	Lenovo ThinkCentre M700 10HY - Core i5 6400T 2.2 GHz - 8 GB - 256 GB
5		Lenovo ePac On-Site Warranty Extended Service Agreement 4-Year
5	Lenovo	Lenovo ThinkCentre Tiny DVD Super Multi Drive Kit DVD±RW (±R DL) / DVD-RAM
5		Lenovo Tiny VESA Mount - system mounting bracket
10	Apple	Apple 9.7-inch iPad Wi-Fi - tablet - 32 GB - 9.7"
10		Verbatim Folio Slim - keyboard and folio case

Lessee: City of Lake Worth

Signature: \_\_\_\_\_

Title: City Manager

## Non-Appropriation Addendum

<b>Lessee/Renter/Customer:</b> City of Lake Worth	<b>Title of lease, rental or other agreement:</b> dated
<b>Lessor or Lender:</b> VAR TECHNOLOGY FINANCE	<b>Lease, rental or contract #:</b> 20291212

This Non-Appropriation Addendum (this "**Addendum**") is made by and between the above-referenced state or local governmental entity ("**Customer**") and the above-referenced lessor or lender ("**Creditor**").

**Introduction:** Customer and Creditor are simultaneously herewith entering into the above-referenced lease or other credit agreement ("**Agreement**"); and Customer and Creditor wish to modify the terms of the Agreement to provide for terms that will apply in the event of the non-appropriation of funds by Customer's legislature or other governing body. This Addendum shall be effective as of the same date as the Agreement (the "**Effective Date**").

**1. Incorporation and Effect.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, *provided that*, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

**2. Definitions.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement. As used in this Addendum, the following terms shall have the following-described meanings:

**"Agreement Related Documents"** means all solicitations, requests for proposal, invitations for bid, proposals, bids, contract awards, service level agreements, statements of work, service agreements, maintenance agreements, purchase orders or other documents or specifications related to the transaction contemplated in the Agreement but not issued or entered into by Creditor.

**"Goods"** shall have the same meaning as the term "Equipment," "Leased Equipment," "Goods," "Property" or "Collateral" (or a similar term) as defined and used in the Agreement.

**"Non-Appropriation of Funds"** means any failure of Customer's legislature or other governing body to appropriate funds for the payment of amounts due and to become due to Creditor under the Agreement in a given fiscal year during the term thereof.

**"Non-Appropriation Notice"** means a written notice delivered to Creditor from Customer certifying that (i) a Non-Appropriation of Funds has occurred, and (ii) Customer has exhausted all funds appropriated for payment of amounts due and to become due under the Agreement.

**3. Non-Appropriation.** Customer intends, to the extent permitted by law, to remit to Creditor all sums due and to become due under the Agreement for the full term thereof, provided funds are appropriated for such purpose. Notwithstanding the foregoing, the Agreement does not constitute an obligation payable in any fiscal year beyond the last fiscal year for which related funds are lawfully appropriated. In the event of a Non-Appropriation of Funds, Customer may, **subject to the terms hereof**, terminate the Agreement as of the last day of the fiscal year for which appropriations were received and thereafter return the affected Goods as set forth below. In order to invoke Customer's rights under this provision, Customer agrees that: (a) to the extent permitted by law, at least thirty (30) days prior to the end of the fiscal period for which funds were last appropriated with respect to the Agreement, Customer shall provide Creditor with a Non-Appropriation Notice, and (b) upon expiration of such fiscal period, Customer shall return the Goods to Creditor to any location Creditor designates in the continental United States, insured, freight prepaid by Customer, in good and working order and immediately available for sale by Creditor to a third party buyer, user, renter or lessee, other than Customer, without the need for any repair or refurbishment. Customer shall pay all costs to repair Goods not returned in conformity herewith.

**4. Non-Substitution.** In the event Customer terminates the Agreement due to a Non-Appropriation of Funds, Customer agrees (to the extent permitted by law) that, for a period of one (1) year from the date of such termination, Customer shall not purchase, lease or rent equipment performing functions similar to those performed by the Goods, for use at the site where the Goods are located, except for the public health, safety or welfare of the Customer; *provided, however*, that **this section shall not be applicable to the extent that these restrictions are unlawful or would adversely affect the validity or enforceability of the Agreement.**

**5. Additional Representations and Warranties.** In addition to the representations and warranties made by Customer as set forth in the Agreement, Customer hereby represents and warrants that the Agreement: (a) is a valid and legally binding contract, entered into in compliance with all applicable laws, including, without limitation, laws relating to open meetings, public bidding,



VAR Technology Finance  
2330 Interstate 30  
Mesquite, TX 75150

Phone (972) 755 8200  
Fax (972) 755 8210  
www.vartechologyfinance.com



## Insurance Form

**Date: April 20, 2017**

**To: City of Lake Worth**

Pursuant to the terms of the agreement, the equipment on lease must be insured against All Risk of loss (Property Insurance) and Liability Insurance for Bodily Injury and Property Damage. See details below:

**Please note, if these instructions are not followed in full, you will be charged in accordance with paragraph 8 of your lease agreement.**

### Please send the following information:

Please make arrangements with your insurance agent to email a **binder or certificate of insurance** showing the names and interests listed below to [certificate@vartechologyfinance.com](mailto:certificate@vartechologyfinance.com)

1. VAR Technology Finance, its successors and assigns' must be listed as the Lender's Loss Payee and Additional Insured.
2. 'Special Form' including theft (All Risk) replacement cost coverage.
3. Liability insurance must be provided **as well as** Property insurance
4. Lease number: 20291212 must be listed in the description.
5. The insured address must be: 3805 Adam Grubb , Lake Worth, TX 76135-3509
6. **Certificate Holder needs to read:**

VAR Technology Finance, 2330 Interstate 30, Mesquite, TX 75150 and/or its successors and assigns'

### Please complete the following information:

**Insurance Company:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Insurance Agency:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**How long have you had insurance through this company?** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

1 of 2

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2017-194252

Date Filed:  
04/18/2017

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

VAR Resources LLC dba VAR Technology Finance  
Mesquite, TX United States

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

City of Lake Worth

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

20291212

Information Technology Related Products and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	VAR Resources LLC dba VAR Technology Finance	Mesquite, TX United States	X	
	Sutton, Gary	Mesquite, TX United States	X	
	Canfield, Lynn	Jersey City, NJ United States		X
	McCoy, Melissa	Mesquite, TX United States		X
	Ashwood, Sheri	Mesquite, TX United States		X
	Cox, Angie	Mesquite, TX United States		X
	Burleson, Jillian	Mesquite, TX United States		X
	Stixrud, Victoria	MESQUITE, TX United States		X
	Ahlgrim, Marisa	Mesquite, TX United States		X
	Kennemer, Michael	Mesquite, TX United States		X
	Smith, Alicia	Mesquite, TX United States		X
	Guzman, Evelyn	Mesquite, TX United States		X
	Maynes, Daniel	Mesquite, TX United States		X
	Duria, Jeff	Mesquite, TX United States		X
	Sutton, Tyler	MESQUITE, TX United States		X
	Barron, Chelsey	Mesquite, TX United States		X
	Archibald, Don	Mesquite, TX United States		X
	Teel, Matt	Mesquite, TX United States		X

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-194252

Date Filed:  
04/18/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

VAR Resources LLC dba VAR Technology Finance  
Mesquite, TX United States

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

City of Lake Worth

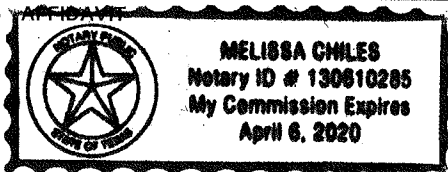
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

20291212  
Information Technology Related Products and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Prather, Adam	Chicago, IL United States		X

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

X [Signature]  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Melissa Chiles, this the 19 day of April, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

## Lake Worth City Council Meeting – May 09, 2017

### Agenda Item No. B.5

---

**From:** Stacey Almond, City Manager

**Item:** Discuss and consider a Master Intergovernmental Cooperative Purchasing Agreement with National IPA (Intergovernmental Purchasing Alliance) and authorize the City Manager to execute the contract.

**Summary:**

National IPA is a cooperative-purchasing entity, similar to BuyBoard and TXMAS. The difference with National IPA is that they do not solicit contracts directly, contracts are competitively solicited, evaluated and awarded by a government entity acting as the lead agency (City of Fort Worth is currently acting as one of their Lead Agencies).

Contracts are awarded utilizing industry best practices, processes and procedures, ensuring maximum value and absolute security with complete transparency of the process. Several vendors that we utilize for goods and services are part of the National IPA contract; including but not limited to Grainger, Office Depot, Cannon, Auto Zone, and Lowe's.

Utilizing these business through National IPA allows the City to receive discounts on the purchase of certain goods and services. In order to utilize this contract we must enter into an Interlocal Agreement with National IPA (Intergovernment Purchasing Alliance).

There is no cost to the City to enter into the agreement and there is no liability for the City to join.

**Fiscal Impact:**

N/A

**Attachments:**

1. National IPA Master Intergovernmental Cooperative Purchasing Agreement

**Recommended Motion or Action:**

Move to approve Master Intergovernmental Cooperative Purchasing Agreement with National IPA (Intergovernmental Purchasing Alliance) and authorize the City Manager to execute the contract.



## MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “Agreement”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) with National Intergovernmental Purchasing Alliance Company (“National IPA”) to be appended and made a part hereof and such other public agencies (“Participating Public Agencies”) who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively, the “National IPA Parties”) by either registering on a National IPA Party website (such as [www.nationalipa.org](http://www.nationalipa.org)), or by executing a copy of this Agreement.

### RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into “Master Agreements” (herein so called) to provide a variety of goods, products and services (“Products”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the National IPA Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.
11. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

Authorized Signature, Participating Public Agency

National Intergovernmental Purchasing Alliance  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Ward H. Brown

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Chief Operating Officer

\_\_\_\_\_  
Title and Agency Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Lake Worth City Council Meeting – May 09, 2017

### Agenda Item No. B.6

---

**From:** Stacey Almond, City Manager

**Item:** Discuss and consider a Master Intergovernmental Cooperative Purchasing Agreement with U.S. Communities Government Purchasing Alliance and authorize the City Manager to execute the contract.

**Summary:**

U.S. Communities is a cooperative-purchasing entity similar to BuyBoard, TxMas. TxSmart Buy etc. It was created through partnerships between the Association of School Business Officials, the National Association of Counties, the National League of Cities and the United States Conference of Mayors.

Several vendors that we utilize for the purchased of goods and services participate through U.S Communities Alliance, including but not limited to, HD Supply, Home Depot, Amazon Prime, and Game Time.

Purchasing through U.S. Communities will allow the City to receive discounts on certain goods and services. In order to utilize this contract we must enter into an Interlocal Agreement with U.S. Communities. There is no cost to the City to enter into the agreement and there is no liability for the City to join.

**Fiscal Impact:**

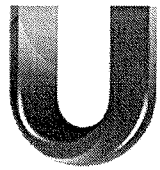
N/A

**Attachments:**

1. U.S. Communities Government Purchasing Alliance Master Intergovernmental Cooperative Purchasing Agreement.

**Recommended Motion or Action:**

Move to approve a Master Intergovernmental Cooperative Purchasing Agreement with U.S. Communities Government Purchasing Alliance and authorize the City Manager to execute the contract



# U.S. COMMUNITIES<sup>®</sup>

## GOVERNMENT PURCHASING ALLIANCE



### MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

#### RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall be responsible for its own conduct to the extent permitted by law.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

Acknowledged and Agreed to:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Lake Worth City Council Meeting – May 9, 2017**

**Agenda Item No. C.1**

---

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

**Item:** Public hearing to consider Planning & Zoning Case No. PS17-02, a request by Francisco Ruben Martinez & Ariadna Salas for a replat of Block 32, Lots 1-4 & 9-12, Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas to Block 32, Lot 1R1, 1R2, 2R1, 2R2, 3R, 4R1, 4R2, 9R1, 9R2, 10R, 11R1, 11R2, 12R1, and 12R2, Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas. **[THE PLANNING AND ZONING COMMISSION CONTINUED THIS ITEM AT THEIR APRIL 18, 2017 MEETING. CITY COUNCIL WILL CONTINUE THIS ITEM TO THE JUNE 13, 2017 CITY COUNCIL MEETING, PENDING RECOMMENDATION BY THE PLANNING AND ZONING COMMISSION.]**

**Property Description:**

3.349 acres of property to be replatted, located on Shawnee Trail, Apache Trail, and Caddo Trail

**Property Owner(s):**

Francisco Ruben Martinez and Ariadna Salas

**Engineer/Surveyor:**

Stevens Land Surveying, PLLC, PO Box 26951, Fort Worth, Texas 76126

**Current Zoning:**

"SF-1" - Single Family Residential

**Proposed Use:**

"SF-1" - Single Family Residential

**Existing Road(s):**

Shawnee Trail, Apache Trail, and Caddo Trail

**Surrounding Zoning:**

North: The property to the north is currently zoned "SF-1" – Single Family Residential.

South: The property to the north is currently zoned "SF-1" – Single Family Residential.

East: The property to the north is currently zoned "SF-1" – Single Family Residential.

West: The property to the north is currently zoned "SF-1" – Single Family Residential.

Agenda Item No. C.1

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**Summary:**

Mr. Martinez purchased lots 1-4 and 9-12 in December 2016 from the estate of Johnny Lee Cross, who still retains lots 5-8. Mr. Martinez wants to take the eight (8) existing platted lots and change up the lot configurations to make fourteen (14) lots.

The City's minimum lot width is sixty foot (60') wide and being at least five thousand (5,000) square foot in area. All Mr. Martinez's lots meet or exceed that requirement.

City utilities (water and sewer) already exist along Shawnee Trail and Caddo Trail. A water line runs along Apache Trail, but a sewer line and manhole must be installed by the developer of the property prior to development.

Mr. Martinez will need to hire a civil engineer to prepare construction documents for the City to review to ensure that the lots will be developed per city standards. Once Mr. Martinez has retained an engineer, City staff will conduct a Development Review Committee (DRC) meeting with all parties to work out the details.

Once construction plans have been reviewed and approved by City staff, the plans along with the replat document will come back to the Planning & Zoning Commission for recommendation, and then proceed to City Council.

**Public Input:**

On April 7, 2017, as required by State law, the City mailed out thirty-four (34) letters of Notification for a Public Hearing to all property owners within two hundred (200) feet of the subject site. Notice was also published in the City's paper of record, the Fort Worth Star Telegram on March 31, 2017. We have received the following in favor/opposition to the request:

1. In favor – 1 property owner, for the proposed development, but wants curbs on Osage Trail.
2. In opposition – 2 property owners, opposed to the request due to preferring larger lot sizes, less number of lots, and feels it would create increased traffic in the area.
3. Several property owners appeared and the Planning & Zoning Meeting on April 18, 2017 and voiced their opposition to the proposed development.

**Fiscal Impact:**

N/A

Agenda Item No. C.1

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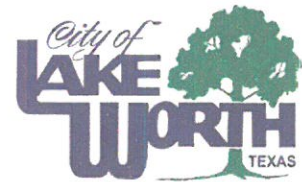
**Attachments:**

1. Replat Application
2. Replat Document
3. General Location Map
4. Public Hearing Notice
5. Public Hearing Notifications (within 200' of subject property)
6. Returned Public Comment Form(s)

**Recommended Motion or Action:**

Move to continue the public hearing to the June 13, 2017 City Council meeting.

City of Lake Worth  
P & Z Department  
3805 Adam Grubb  
Lake Worth, Texas 76135  
817-237-1211 X 111 Fax 817-237-1333



## REPLAT APPLICATION

### PROPERTY OWNER/DEVELOPER INFORMATION

Name: RUBEN MARTINEZ		Contact Person: RUBEN MARTINEZ	
Address: 2924 CADDO TR.	City: FT. WORTH	State: TX	Zip: 76135
Phone: 817 422 4006	Fax: 817 682 224 3415	Email: RUBENMARTINEZ7@AOL.COM	

### ENGINEER/SURVEYOR INFORMATION

Company Name: STEVENS LAND SURVEYING PLLC		Contact Person: ANDY STEVENS	
Address: 107 LARSEN LN. SUITE 300	City: ALEDO	State: TX	Zip: 76008
Phone: 817 696 9775	Fax:	Email: A STEVENS 5395@SBCGLOBAL.NET	

FIRM # 10194023 PROPERTY INFORMATION

Current Legal Description	Block/Abstract: 32	Lot/Tract: 1-49-12	Addition/Survey: INDIAN OAKS
Current Zoning: SF-1 Single Family Residential	Will a Zoning Change be requested? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
If Zoning Change requested what will be proposed zoning? NA	Type of Development being proposed? <input checked="" type="checkbox"/> SF <input type="checkbox"/> MF <input type="checkbox"/> C <input type="checkbox"/> I <input type="checkbox"/> Other		
Proposed Legal Description:	Block/Abstract: 32	Lot/Tract: 1-49-12	Addition/Survey: INDIAN OAKS
Any Ordinance Waivers/ Variance Requests? (provide letter of request(s)) <input type="checkbox"/> YES <input type="checkbox"/> NO	Easement Required? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Total number of acres in plat? 3.349	Total numbers of parcels in plat? 14		

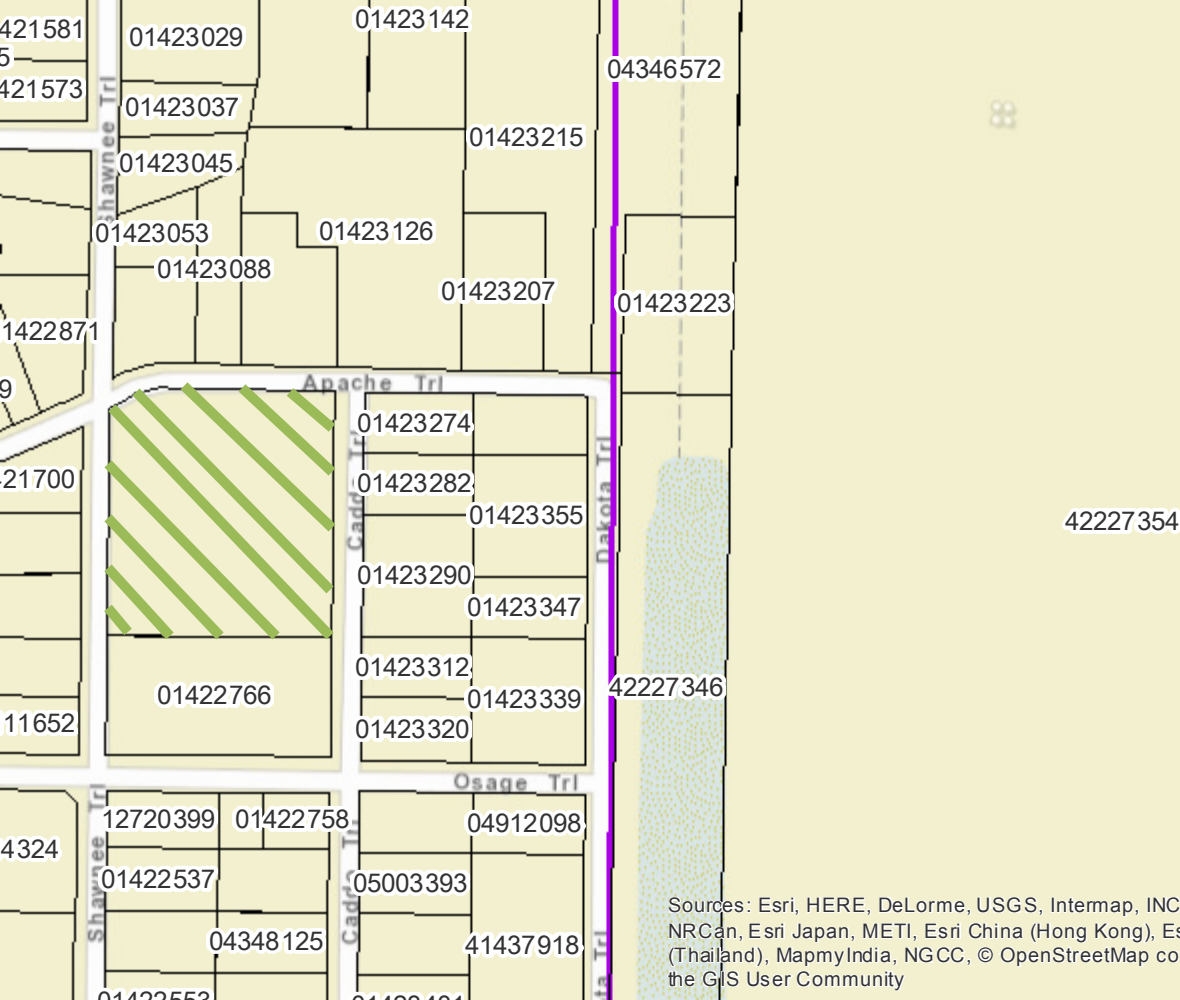
I understand that I must provide eight (8) folded hard copies of the plat (18" x 24"), a copy in electronic format (pdf, tif, etc.), the preliminary/final plat application, and the required fee (verify with P & Z Coordinator). I hereby certify that the information provided in this application is true and factual to the best of my knowledge. I further understand that the public hearing for this project will not be scheduled until the application fee has been paid and the plans have been reviewed and accepted by City staff to go before the P & Z Commission and the City Council for final approval.

Property Owner Signature: <i>[Signature]</i>	Date: 2/24/17
Printed Name: Francisco Ruben Martinez	Title: Owner

### OFFICE USE ONLY

Fee: 490.00	Date Paid: 2-27-17	Receipt #: P17-0159
PZ #: P17-02	Ownership Verified: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Taxes Paid: <input type="checkbox"/> YES <input type="checkbox"/> NO
P & Z Meeting Date: 4-18-17	City Council Meeting Date: 5-9-17	Liens Paid: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Plat Approved: <input type="checkbox"/> YES <input type="checkbox"/> NO	Date Approved: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Date Plat Filed: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Instrument #:		





Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

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

**REPLAT REQUEST**

<b>Case Number:</b>	PS17-02
<b>Applicant:</b>	Francisco Ruben Martinez & Ariadna Salas
<b>Location:</b>	Corner of Shawnee Trail/Apache Trail/Caddo Trail
<b>Current Property Description:</b>	Block 32, Lots 1-4 & 9-12, Indian Oaks Subdivision
<b>Proposed Property Description:</b>	Block 32, Lot 1R1, 1R2, 2R1, 2R2, 3R, 4R1, 4R2, 9R1, 9R2, 10R, 11R1, 11R2, 12R1, and 12R2, Indian Oaks Subdivision

These public hearings are held to consider a request by Francisco Ruben Martinez & Ariadna Salas for a replat of Block 32, Lots 1-4 & 9-12, Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas to Block 32, Lot 1R1, 1R2, 2R1, 2R2, 3R, 4R1, 4R2, 9R1, 9R2, 10R, 11R1, 11R2, 12R1, and 12R2 Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas.

**Planning and Zoning Commission Meeting:** Tuesday, April 18, 2017 at 6:30 pm

**City Council Meeting:** Tuesday, May 9, 2017 at 6:30 pm

**Public Hearing(s) held at the following location:** Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135

This notice has been sent to all owners of real property within 200 feet of the request/proposed change as such ownership appears on the last approved city tax roll. Action by the Planning & Zoning Commission serves as a recommendation to the City Council and is not a final action on the request. If the Commission recommends denial, a three-fourths majority vote by the City Council shall be required for approval. Zoning districts, amendments and conditions recommended by the Commission for approval by the City Council may be more restrictive than those described in this notice.

All interested persons are encouraged to attend the public hearing and express their opinions on the replat request. If you wish to have your opinions made a part of the public record, please complete a public comment form and return it prior to **Wednesday, April 12, 2017**. Please print your name, address of the property you own and the tax account number (if applicable) on the form and return it to the following address: Planning & Zoning Department, Suzanne Meason, 3805 Adam Grubb, Lake Worth, Texas 76135.

The application is on file for public examination in the Planning & Zoning Department at 3805 Adam Grubb, Lake Worth, Texas 76135. For additional information, please contact the Planning & Zoning Department at 817-237-1211 x 111 or [smeason@lakeworthtx.org](mailto:smeason@lakeworthtx.org). Please reference the case number when requesting information.

(Replat Plan On Reverse)

Fransisco Ruben Martinez  
Ariadna Salas  
2924 Caddo Trail  
Lake Worth, Texas 76135

Brown Trust  
Joel Garcia  
3232 Shawnee Trail  
Lake Worth, Texas 76135

Indian Oaks Primitive  
Primitive Baptist Church  
3229 Shawnee Trail  
Lake Worth, Texas 76135

Ruben Marquez  
Karla De La Garza  
3312 Mohawk Trail  
Lake Worth, Texas 76135

Nola Stewart Estate  
3324 Mohawk Trail  
Lake Worth, Texas 76135

Norberto Iracheta  
3307 Shawnee Trail  
Lake Worth, Texas 76135

Stephen J Lyons  
3300 Mohawk Trail  
Lake Worth, Texas 76135

Harvest Land Company Inc  
2390 Tower Dr  
Monroe, LA 71201

Norberto Iracheta  
Vir Iracheta  
3307 Shawnee Trail  
Lake Worth, Texas 76135

Donald R Bownds  
Cheri D Bownds  
3307 Shawnee Trail  
Lake Worth, Texas 76135

Ramon Aldaba  
Berth Aldaba Villegas  
PO Box 4701  
Fort Worth, Texas 76164

Virginia Haars  
3329 Shawnee Trail  
Lake Worth, Texas 76135

Johnny Lee Cross Estate  
7108 Osage Trail  
Lake Worth, Texas 76135

Carol Ware  
3913 Lakewood Drive  
Lake Worth, Texas 76135

Charles R Campbell  
Nancy Campbell  
3237 Caddo Trail  
Lake Worth, Texas 76135

Kenneth Lee Keating  
3236 Caddo Trail  
Lake Worth, Texas 76135

Cheryl Rena Hope  
3300 Caddo Trail  
Lake Worth, Texas 76135

Alma R Pedraza  
Alfonso Pedraza  
6512 Lakeside Cove  
Lake Worth, Texas 76135

John F Livingston  
8924 Kirk Lane  
North Richland Hills, Texas  
76182

Matthew Darryl Campbell  
3332 Caddo Trail  
Lake Worth, Texas 76135

Charles K Logan Estate  
Attn: Allen Logan  
3340 Caddo Trail  
Lake Worth, Texas 76135

Barbara J Harris  
3301 Dakota Trail  
Lake Worth, Texas 76135

Robert Edwards  
7475 Red Bud Lane  
Fort Worth, Texas 76135

Elizabeth Mayfield  
Anderson  
7932 Kay Lea Dawn Court  
Fort Worth, Texas 76135

Joyce Lee Stubblefield  
3333 Dakota Trail  
Lake Worth, Texas 76135

Troy D Jones  
7004 Apache Trail  
Lake Worth, Texas 76135

Troy D Jones  
Betty Jones  
7004 Apache Trail  
Lake Worth, Texas 76135

Lenny Paul Walker  
7104 Apache Trail  
Lake Worth, Texas 76135

Frank Dale Roberts  
PO Box 137553  
Fort Worth, Texas 76136

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

Benjamin E Morris  
7216 Apache Trail  
Lake Worth, Texas 76135

Patricia Fay  
7208 Apache Trail  
Lake Worth, Texas 76135

Don Vess  
7200 Apache Trail  
Lake Worth, Texas 76135

Donald W Vess  
Terry K Vess  
7200 Apache Trail  
Lake Worth, Texas 76135

**From:** Cheryl Hope  
**To:** [Suzanne Meason](#)  
**Subject:** Case Number PS17-02 Replat Request  
**Date:** Wednesday, April 12, 2017 1:30:31 PM

---

From: Cheryl Hope  
3300 Caddo Trail  
Lake Worth, TX 76135  
(817) 223-3980

I am **AGAINST** the proposed zoning case for Indian Oaks  
Subdivision Block 32, Lots 1-4 & 9-12, Lake Worth, TX 76135.

Comments:

One reason to relocate from North Richland Hills, TX to this area was the larger lots sizes. Blocks 25, 26, 27, 30, 31, 32, 33, 34, 35, 36 & 37 out of approximately thirty in this immediate area hold the last remaining large lots. In case PS17-02, the land has been resident/building free many years. Leaving this land platted into (8) eight residential lots would be preferable.

For several months there's been increased traffic (speeding cars & stop sign runners). I'm guessing it's individuals looking for a shortcut around Lake Worth Blvd. on their journey to Azle, Springtown & beyond only to discover this section of Caddo dead ends into Apache. Also, exiting at Navajo/Cahoba from WB Loop 820 is getting dicey as motorists traveling the access road don't yield nor pay attention that cross traffic doesn't stop.

With the apartments coming by Lowe's, more restaurants & businesses traffic congestion problems won't improve and then you have the transient element with active construction (Cheddar's, apartments and so on). I believe most of that construction is in Fort Worth's city limits. We Worthians will get benefit but also some problems. We've had several homeless persons wandering through looking for temporary work and a place to camp out.

We have multiple renters in the area and when landlords don't require good neighbor etiquette from their tenants you introduce a multitude of problems, i.e., increase of loose & stray dogs, loud (boom boxing, window rattling) music from homes & passing cars, family fights, etc... Oh well, suppose that comes from homeowners as well.

Don't forget we sit directly under the fighter jets & C130's flight path. They fly directly over my home and continue up Caddo - I was aware before moving and accept.

Obviously I'm pointing out issues in an attempt to sway the zoning decision makers to consider those homeowners already existing in this area. We're actually a decent neighborhood but doubling to a fifteen (15) residence platting instead of remaining at eight (8) in a one block area is just not desirable or beneficial.

Thanks for listening.

Cheryl Hope

**CITY OF LAKE WORTH  
PUBLIC COMMENT FORM**  
*(Please type or use black ink)*

**RECEIVED**  
APR 17 2017  
SM

Planning & Zoning Department at 3805 Adam Grubb, Lake Worth, Texas 76135

- ☒ I am **FOR** the proposed zoning case as explained on the attached public notice for Zoning Case No. PS17-02 – Public hearings held to consider a request by Francisco Ruben Martinez & Ariadna Salas for a replat of Block 32, Lots 1-4 & 9-12, Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas to Block 32, Lot 1R1, 1R2, 2R1, 2R2, 3R, 4R1, 4R2, 9R1, 9R2, 10R, 11R1, 11R2, 12R1, and 12R2 Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas.
- ☐ I am **AGAINST** the proposed zoning case as explained on the attached public notice for Zoning Case No. PS17-02 – Public hearings held to consider a request by Francisco Ruben Martinez & Ariadna Salas for a replat of Block 32, Lots 1-4 & 9-12, Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas to Block 32, Lot 1R1, 1R2, 2R1, 2R2, 3R, 4R1, 4R2, 9R1, 9R2, 10R, 11R1, 11R2, 12R1, and 12R2 Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas.

Date, Time and Location of Planning & Zoning Commission Meeting: **Tuesday, April 18, 2017 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Date, Time and Location of City Council Meeting: **Tuesday, May 9, 2017 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Name: Joel G. Garcia  
(Please print)

Mailing Address: 3232 Shawnee Trl  
Lake Worth, TX 76135

Signature: [Signature]

Date: 4-17-17

Property Address(s): 3232 Shawnee - Plus 3125, 3133, 3201  
3120 & 3128 Mohawk Trl L.W. TX

COMMENTS: Please Put in Curbs on Osage Trl.

***Please complete and return this form no later than April 12, 2017.***

**CITY OF LAKE WORTH  
PUBLIC COMMENT FORM  
(Please type or use black ink)**

RECEIVED

APR 18 2017  
SM

Planning & Zoning Department at 3805 Adam Grubb, Lake Worth, Texas 76135

☐ I am **FOR** the proposed zoning case as explained on the attached public notice for Zoning Case No. PS17-02 – Public hearings held to consider a request by Francisco Ruben Martinez & Ariadna Salas for a replat of Block 32, Lots 1-4 & 9-12, Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas to Block 32, Lot 1R1, 1R2, 2R1, 2R2, 3R, 4R1, 4R2, 9R1, 9R2, 10R, 11R1, 11R2, 12R1, and 12R2 Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas.

☒ I am **AGAINST** the proposed zoning case as explained on the attached public notice for Zoning Case No. PS17-02 – Public hearings held to consider a request by Francisco Ruben Martinez & Ariadna Salas for a replat of Block 32, Lots 1-4 & 9-12, Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas to Block 32, Lot 1R1, 1R2, 2R1, 2R2, 3R, 4R1, 4R2, 9R1, 9R2, 10R, 11R1, 11R2, 12R1, and 12R2 Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas.

Date, Time and Location of Planning & Zoning Commission Meeting: **Tuesday, April 18, 2017 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Date, Time and Location of City Council Meeting: **Tuesday, May 9, 2017 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Name: Frank Roberts  
(Please print)

Mailing Address: P.O. Box 137553 Lake Worth, TX 76136

Signature: Frank Roberts

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

Property Address(s): 7108 Apache Tr. 3408 Shawnee Tr.

**COMMENTS:**

Concerned about traffic/parking.

**Please complete and return this form no later than April 12, 2017.**

**Lake Worth City Council Meeting – May 9, 2017**

**Agenda Item No. E.1**

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

**Item:** Discuss and consider Ordinance No. 1080, amending Ordinance 760, Section 12.704(b) School Zones start time to 7:00 a.m. - 4:30 p.m.

**Summary:**

In March the Police Department conducted an internal audit pertaining to posted speed limits throughout the City's thoroughfare. At the completion of the audit it was determined that the times listed on the posted school zone signs were in violation of City Ordinance 760, Section 12.704(b).

Further investigation into Ordinance 760 revealed a discrepancy between Section 12.703(h) that stated 7:00 a.m. to 4:30 p.m. and Section 12.704(b) which states 7:30 a.m. to 4:30 p.m.

At the recommendation of the City Manager, we present the proposed ordinance to correct the error; modification of Section 12.704(b) be adjusted to coincide with 12.703(h) with the start time of 7:00 a.m.

**Fiscal Impact:**

N/A

**Attachments:**

1. Ordinance No. 1080

**Recommended Motion or Action:**

Move to approve Ordinance No. 1080 amending Ordinance 760, Section 12.704(b) School Zones start time to 7:00 a.m. - 4:30 p.m.

## **ORDINANCE NO. 1080**

**AN ORDINANCE OF THE CITY OF LAKE WORTH, TEXAS, AMENDING ORDINANCE NO. 760, SECTIONS 12.704 SUBSECTION 2 "SPECIAL SPEED ZONES" OF CHAPTER 12 OF THE CODE OF ORDINANCES OF THE CITY OF LAKE WORTH, TEXAS, BY ESTABLISHING TIME LIMITS FOR SCHOOL ZONES ON STREETS AND ROADWAYS IN THE CITY OF LAKE WORTH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; 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 has conducted an investigations and has determine the school zone time limits which are reasonable and safe on the city streets that is listed in Section 12.704 subsection 2 of Chapter 12 City of Lake Worth Code of Ordinances and are within the city limits of Lake Worth; and

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

**SECTION 1.** That Section 12.704 Subsection (2) the City of Lake Worth Code of Ordinances (2017) is hereby amended to read as follows:

### **Section 12.704 Special Speed Zones**

#### **2. School Zones:**

The following streets or roadways are designated "School Zones" with a maximum speed limit of 20 miles per hour during the hours of 7:00 a.m. to 4:30 p.m. during school days, such streets being shown on the Master Thoroughfare Plan:

- a. Charbonneau Road from Merrett Drive to Shawnee and east Comanche Trail.
- b. Dakota Street from Effie Morris Lane to Charbonneau Road.
- c. Telephone Road from the 6700 block thereof to Delaware Trail.

Note: Refer to Section 12.704.1.c. for School Zone speed limit for State Maintained Roadway.

**SECTION 2.** The Chief of Police is hereby directed to ensure that appropriate signs are erected giving notice of the speed limits adopted herein.

**SECTION 3.** Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Hundred Dollars (\$200.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

**SECTION 4.** This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Lake Worth, Texas (2017), 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 the conflicting provisions of such ordinances and such Code are hereby repealed.

**SECTION 5.** 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 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 sections 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 6. CUMULATIVE CLAUSE.** This Ordinance shall be cumulative of all provisions of all other ordinances of the City of Lake Worth, Texas except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**SECTION 7. PENALTY CLAUSE.** Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

**SECTION 8. SEVERABILITY.** It is hereby declared to be the intention of the City Council of the City of Lake Worth that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 9. SAVINGS.** All rights or remedies of the City of Lake Worth, Texas are expressly saved as to any and all violations of the provisions of any ordinance

affecting zoning or land use, which have accrued at the time of the effective date of this Ordinance; and as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

**SECTION 10. ENGROSSMENT AND ENROLLMENT.** The City Secretary of the City of Lake Worth is hereby directed to engross and enroll this Ordinance by copying the caption, publication clause and effective date clause in the minutes of the City Council and by filing the Ordinance in the Ordinance Records of the City.

**SECTION 11. PUBLICATION.** The City Secretary of the City of Lake Worth is hereby directed to publish in the official newspaper of the City of Lake Worth, the caption, the penalty clause, publication clause, and effective date clause of this ordinance two (2) days as authorized by Section 52.013 of the Local Government Code.

**SECTION 12. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

**PASSED AND APPROVED** on this 9th day of May, 2017.

**CITY OF LAKE WORTH**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Sean Densmore., Public Works Director

## Lake Worth City Council Meeting – May 9, 2017

### Agenda Item No. E.2

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

**Item:** Discuss and consider initiation of the 2017 Water and Wastewater Master Plan, prepared by Kimley-Horn & Associates, in an amount not to exceed \$40,00, and authorize the City Manager to execute the contract.

**Summary:**

This project will provide professional services associated with the preparation of the 2017 Water and Wastewater Master Plan. The last wastewater system review was complete in May of 1997 and the water system master plan was completed in February 2000.

This comprehensive plan will take an in-depth review of the City's current water and wastewater system and provided much needed information such as flows, system pressures, infrastructure age, capacity, population projections and land use.

This plan will help determine the City's infrastructure needs for a 5- yr. (short plan) and build-out (long term) planning. The projected completion of this project, if approved, would be December 2017.

**Fiscal Impact:**

Kimley Horn Consulting Costs = \$40,000

Staff is requesting that the funding needed for these Plans be in the form of an additional transfer from the General Fund to the Water/Sewer Fund. If this funding is approved a budget amendment will be prepared and presented at the regular Council meeting on June 13, 2017.

**Attachments:**

1. Water and Wastewater Master Plan Proposal and Contract

**Recommended Motion or Action:**

Move to initiate the 2017 Water and Wastewater Master Plan, prepared by Kimley-Horn & Associates, in an amount not to exceed \$40,00, and authorize the City Manager to execute the contract.

## INDIVIDUAL PROJECT ORDER NUMBER 2017-1

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Lake Worth (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated October 14, 2003 which is incorporated herein by reference.

Identification of Project: Water and Wastewater Master Plans

Project Understanding: This project consists of providing professional services associated with the preparation of master plan documents for the water and wastewater systems. The Scope of Services is provided below:

Specific Scope of Basic Services:

### ***Task 1 – Water Master Plan (\$20,000 Lump Sum)***

- A. Consultant will collect various types of data (last 5 years) to be used in the analysis:
  - a. Population projects (City, NCTCOG, census)
  - b. Meter readings/data from FTW and the City
  - c. Fire flows and pressures
  - d. Zoning Map
  - e. Aerials and GIS files will be provided by the Consultant
  - f. Number of connections to the water system (various types)
  - g. Pumping information
  - h. SCADA output, if available
- B. Consultant will meet with the Client to review the current land use plan and discuss any potential changes to the land use plan that need to be incorporated into this analysis. The results of this meeting will be used for Task 2 as well.
- C. Consultant will review the existing water utility maps with the City to verify the location, sizes, and operating parameters of the existing infrastructure. Visits will be performed to understand the operation of the pump stations and elevated storage tanks.
- D. The Consultant will create a water system model for the City's water system. The model will include the following components:
  - a. System pressures
  - b. System flows
  - c. Circulation of water within the system
  - d. System connectivity/looping
  - e. Fire flow demands/needs
  - f. Capacity of elevated and ground storage tanks
  - g. Pumping capacity, flows, pressures, and redundancy
  - h. Settings for the pressure reducing valves
- E. Consultant will evaluate current and projected water system needs based upon Texas Commission on Environmental Quality (TCEQ) requirements, American Water Works Association (AWWA) the City's requirements, City of Fort Worth if applicable, and maintenance concerns. The evaluation may include the needs of the following major infrastructure components:
  - a. Elevated and ground storage
  - b. Pumping station
  - c. Disinfection
  - d. Meter and meter vaults
  - e. Pressure reducing valves and vaults
  - f. 6-inch and larger water lines
  - g. Major transmission lines
  - h. Water system age will not be included in this analysis
  - i. Disinfection modeling will not be included in this analysis
  - j. SCADA
- F. Consultant will determine the infrastructure needs for a 5-year (short term) and for build-out conditions (long term) planning horizon. The Consultant will partner with the City to develop a prioritized list of projects within the planning horizon based upon the City's budget and vision for implementing the improvements.

- G. Consultant will prepare a report to summarize the analysis, approaches, assumptions, results and recommendations. The report will be in an 8.5"x11" format with color exhibits, where appropriate. The report may contain the following elements:
  - a. Executed Summary
  - b. Introduction
  - c. Collected Data (population projects, historical trends/projects, supply and demand information)
  - d. Existing System Overview
  - e. Design Criteria
  - f. System Evaluation
  - g. Conclusion and Recommendations (Capital Improvements Plan)
  - h. Appendices (Exhibits)
- H. Consultant will coordinate with the Client's SCADA/instrumentation control subconsultant to discuss the existing water system and proposed improvements.
- I. Consultant will meet with the City of Fort Worth Water Department up to two (2) times to discuss the project.
- J. Consultant will meet with the Client up to three (3) times under this Task to discuss the water analysis, data, and report.
- K. Consultant will prepare up to five (5) copies of the draft (90%) report and provide to the Client for review and comments. The Consultant will address one round of comments from the Client.
- L. Consultant will provide up to ten (10) copies of the final report to the Client. A pdf version of the report will be provided to the Client.
- M. Consultant will prepare for and attend one (1) council meeting to discuss the findings of the analysis and the recommendations.

***Task 2 – Wastewater Master Plan (\$20,000 Lump Sum)***

- A. Consultant will collect various types of data (last 5 years) to be used in the analysis. Some of this information will also be used in Task 1:
  - a. Population projects (City, NCTCOG, census)
  - b. Meter readings from FTW and the City
  - c. Zoning Map
  - d. Aerials and GIS files will be provided by the Consultant
  - e. Number of connections to the water system (various types)
  - f. Lift station operating parameters, pump run information
  - g. Overflow historical data
  - h. SCADA output, if available
- B. Consultant will determine the drainage basins for the analysis and determine the existing peak day flow for each basin.
- C. Consultant will evaluate current and projected wastewater system needs based upon Texas Commission on Environmental Quality (TCEQ) requirements, the City's requirements, City of Fort Worth if applicable, and maintenance concerns. The evaluation may include the needs of the following major infrastructure components:
  - a. Lift stations
  - b. 6-inch lines and larger
  - c. Force mains
  - d. Major trunk lines
  - e. SCADA
- D. Consultant will create a hydraulic model or a spreadsheet that will simulate the City's current wastewater system which will include sanitary sewer lines, force mains, and lift stations.
- N. Consultant will review the current and project wastewater demands on the system to determine deficiencies in the system and recommend proposed improvements. Consultant will determine the infrastructure needs for a 5-year (short term) and for build-out conditions (long term) planning horizon. The Consultant will partner with the City to develop a prioritized list of projects within the planning horizon based upon the City's budget and vision for implementing the improvements.
- E. Consultant will meet with Client to determine locations in the system where existing clay pipe exists, or other infrastructure and has materials of concern or deteriorating materials.
- F. Consultant will visit with the Client to determine the sanitary sewer overflow history.

- G. Consultant will prepare a report to summarize the analysis, approaches, assumptions, results and recommendations. The report will be in an 8.5"x11" format with color exhibits, where appropriate. The report may contain the following elements:
- Executed Summary
  - Introduction
  - Collected Data (population projects, historical trends/projects, supply and demand information)
  - Existing System Overview
  - Design Criteria
  - System Evaluation
  - Conclusion and Recommendations (Capital Improvements Plan)
  - Appendices (Exhibits)
- H. Consultant will meet with the Client up to a total of three (3) times under this Task to discuss the wastewater analysis, data, and report. This effort may overlap with meetings held with the Client to discuss Task 1 items.
- I. Consultant will prepare up to five (5) copies of the draft (90%) report and provide to the Client for review and comments. The Consultant will address one round of comments from the Client.
- J. Consultant will provide up to ten (10) copies of the final report to the Client. A pdf version of the report will be provided to the Client.
- K. Consultant will coordinate with the Client's SCADA/instrumentation control subconsultant to discuss the existing wastewater system and proposed improvements.
- L. Consultant will prepare for and attend one (1) council meeting to discuss the findings of the analysis and the recommendations.

Additional Services if required: See below.

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the Client. Compensation for additional services will be agreed to prior to their performance. Such services shall include, but are not limited to, the following:

- Evaluation of the electrical operations/efficiencies of the pump and/or lift stations;
- Performing a topographic survey.
- Perform closed-circuit television inspection.
- Perform an inflow and infiltration study/analysis.
- Performing a water quality study.
- Performing financial or rate studies/analysis.
- Performing a geotechnical study or analysis.
- Preparing applications and supporting documents for governmental grants, loans, or planning advances, and providing data for detailed applications.
- Providing additional presentations to City Council.
- Providing additional printing for bidding document distribution.
- Any services not listed in the Scope of Services.

Schedule: Consultant will begin services upon receipt of Notice to Proceed.

Deliverables: See items listed above under Scope of Services

Terms of compensation: The services identified in the scope of services shall be provided on a lump sum basis. See below for Task budget breakdowns.

<b>Lump Sum</b>	
Task 1 – Water Master Plan	\$ 20,000
Task 2 – Wastewater Master Plan	\$ 20,000
<b>Total (Lump Sum)</b>	<b>\$ 40,000</b>

ACCEPTED:

CITY OF LAKE WORTH

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_  
Stacey Almond

TITLE: City Manager

DATE: \_\_\_\_\_

BY:  \_\_\_\_\_  
Jeff James, P.E.

TITLE: Senior Vice President

DATE: 5/1/17

## Lake Worth City Council Meeting – May 9, 2017

### Agenda Item No. F.1

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**FROM:** Stacey Almond, City Manager

**ITEM:** Discuss and consider Resolution No. 1022, appointment/reappointment to the Economic Development Corporation Board of Directors, Places 1, 3, 5, and 7.

**SUMMARY:**

Council is being asked to approve three (3) appointments and one (1) reappointment to the Economic Development Corporation (EDC) Board of Directors.

The terms of office for the board members serving in Places 1, 3, 5 and 7 on the EDC board will be expiring in June. The bylaws state that appointments to the Board of Directors are to be made by the City Council and that Places 1-4 are designated for Council Member Directors and Places 5-7 are designed for Citizen Member Directors. The term of office is a two year term.

According to past appointments, the next appointments to the EDC board from City Council will be Council member Geoffrey White, Place 1 and Council member Jim Smith, Place 2. The other two places are citizen places. Jason Lawrence has applied for (vacant) Place 5 position and Bonnie Amick has reapplied for Place 7 position.

Appointments for consideration:

		<u>Term expiring</u>
Place 1	Council Member Director (Council member Geoffrey White)	June 1, 2019
Place 3	Council Member Director (Council member Jim Smith)	June 1, 2019
Place 5	Citizen Member Director (Jason Lawrence)	June 1, 2019
Place 7	Citizen Member Director (Yvonne Amick)	June 1, 2019

Other board members whose term have not expired are:

		<u>Term expiring</u>
Place 2	Council Member Director (Council member Gary Stuard)	June 1, 2018
Place 4	Council Member Director (Council member Clint Narmore)	June 1, 2018
Place 6	Citizen Member Director (Sara Riley)	June 1, 2018

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 1022
2. Board/Commission Application

**RECOMMENDED MOTION OR ACTION:**

Move to approve Resolution No. 1022, appointing Council member White to Place 1, Council member Smith to Place 3, Mr. Jason Lawrence to Place 5 and reappointment of Ms. Yvonne Amick to Place 7, term expiring June 1, 2019.

## RESOLUTION NO. 1022

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH; APPOINTING MEMBERS TO THE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS; ESTABLISHING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

**WHEREAS**, the final nominations have been submitted for consideration by the City Council.

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

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

#### **Economic Development Corporation Board of Directors**

Geoffrey White	Council member Director, Place 1	Term expiring June 1, 2019
Jim Smith	Council member Director, Place 3	Term expiring June 1, 2019
Jason Lawrence	Citizen member Director, Place 5	Term expiring June 1, 2019
Yvonne Amick	Citizen member Director, Place 7	Term expiring June 1, 2019

**PASSED AND APPROVED** this the 9<sup>th</sup> day of May, 2017.

**CITY OF LAKE WORTH**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



## BOARD/COMMISSION APPLICATION

### APPLICANT INFORMATION

<b>Date:</b> 4-17-2017			
<b>First Name:</b> Jason		<b>Middle:</b> Lawrence	<b>Last Name:</b> McAfee
<b>Address:</b> 4229 Grand Lake Drive		<b>City:</b> Lake Worth	<b>State:</b> TX <b>Zip:</b>
<b>Phone:</b>	<b>Work:</b>	<b>Email: (optional- *see note below)</b> jason.mcafee@gmail.com	<b>Mobile:</b> 806-787-4712

<b>Current Employer:</b> University of North Texas		<b>Position/Title:</b> Lecturer of Chemistry	
<b>Employer Address:</b> 1155 Union Circle #305070	<b>City:</b> Denton	<b>State:</b> TX	<b>Zip:</b> 76203

<b>Number of years residing in Lake Worth:</b> 2 years 4 months
<b>If you do not currently reside in Lake Worth, do you own property in Lake Worth? If so, please list all properties:</b>

### BOARD/COMMISSION EXPERIENCE

<p><b>Current and past Board/Commission experience:</b> (CHECK ALL THAT APPLY)</p> <p><input type="checkbox"/> Board of Adjustment</p> <p><input type="checkbox"/> Planning and Zoning Commission</p> <p><input type="checkbox"/> Library Board</p> <p><input type="checkbox"/> Economic Development Corporation</p> <p><input type="checkbox"/> Other</p> <p><b>If Board/Commission experience was for a city other than Lake Worth, please explain:</b></p>       
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**Past leadership experiences (civic clubs, sports associations, church groups, etc.) in the community; list the organization and the highest position attained:**

Councilor for the Dallas-Fort Worth American Chemical Society, Faculty Senator for University of Texas at Dallas, Senator and Chair of the Graduate Affairs of the Student Government Association of Texas Tech University

**Please indicate the Boards/Commissions for which you would like to serve. Indicate order of preference by ranking 1 for your first choice through 6 for your last choice:**

☐

Board of Adjustment

☐

Planning and Zoning Commission

☐

Library Board

☒

Economic Development Corporation

☐

Other

**Why do you want to serve on a City Board/Commission?**

**What qualifications would you bring to a City Board/Commission?**

#### Authorization and Release

I hereby request consideration for appointment to the above Board or Commission of the City of Lake Worth, Texas. I affirm that all the information contained in this application is true and correct and that any misrepresentation, falsification, or omission shall be cause for relinquishing my role as a volunteer for the City of Lake Worth. \*Furthermore, I acknowledge that if I chose to submit a personal e-mail on this application, I hereby authorize release of such in the event there is a public information request for my application.

Upon completion, please return this form to: Linda Rhodes, City Secretary at City of Lake Worth, 3805 Adam Grubb, Lake Worth, Texas 76135

Applicant Signature:

Date: 4-17-2017

Received by City Secretary:

OFFICE USE

Date:

## Lake Worth City Council Meeting – May 9, 2017

### Agenda Item No. F.2

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**From:** Stacey Almond, City Manager

**Item:** Discuss and consider an Interlocal Agreement for Administrative Cost Funding for the Tarrant County Transportation Services Section 5310 Program with the Fort Worth Transportation Authority from May 1, 2017 through April 30, 2018 and authorize the City Manager to execute same.

**Summary:**

The City of Lake Worth has had an agreement in place since 2014 with the Fort Worth Transportation Authority to provide funding for a transportation service offered to Lake Worth residence.

This program, Tarrant County Transportation Services (TCTS), is possible through a Section 5310 Program, utilized by the “T” and service is then provided by Catholic Charities. Through the attached Interlocal Agreement the City agrees to pay an annual subsidy of \$1,890.00 which allows residents to call and schedule one-way trips via Catholic Charities to any destination in Tarrant County.

The cost to residents is \$2.50 a trip. The Fort Worth Transportation Authority has not requested an increase in subsidy for the upcoming year; the cost remains the same as previous years.

**Fiscal Impact:**

\$1,890.00

**Attachments:**

1. Fort Worth Transportation Authority Agreement

**Recommended Motion or Action:**

Move to approve an Interlocal Agreement for Administrative Cost Funding for the Tarrant County Transportation Services Section 5310 Program with the Fort Worth Transportation Authority from May 1, 2017 through April 30, 2018 and authorize the City Manager to execute same.

T Contract No. \_\_\_\_\_  
City Secretary Contract No. \_\_\_\_\_

**INTERLOCAL AGREEMENT  
FOR ADMINISTRATIVE COSTS FUNDING FOR  
SECTION 5310 PROGRAM  
BETWEEN  
THE FORT WORTH TRANSPORTATION AUTHORITY  
AND  
THE CITY OF LAKE WORTH, TEXAS**

The Fort Worth Transportation Authority and the City of Lake Worth, Texas (City) are both local governmental entities as that term is used in Chapter 791, Interlocal Cooperation Act, Government Code. They shall sometimes be referred to collectively as the Parties.

**WHEREAS**, the City of Lake Worth desires to provide door-to-door paratransit services for the elderly and persons with disabilities within Tarrant county and does not have a transportation service nor is a member of a transportation authority; and

**WHEREAS**, the Fort Worth Transportation Authority is a federal grantee of the Federal Transit Administration and the Federal Transit Administration provides funding to States under Section 5310 of Title 49 of the United States Code, and the goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them; and

**WHEREAS**, the Texas Department of Transportation (TxDOT) asked the T to develop and implement a Section 5310 program (TCTS) for otherwise underserved communities in Tarrant County; and

**WHEREAS**, the Fort Worth Transportation Authority has been awarded the grant for this area and the City of Lake Worth is contributing \$1,890.00 towards the administrative costs of the Section 5310 service; and

**WHEREAS**, the monies will support a portion of administrative costs for the transportation services to the described peoples during a 12-month period;

The parties pursuant to City of Lake Worth action and Fort Worth Transportation Authority action agrees as follows:

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes, including, but not limited to medical appointments, shopping, recreation, school or work.
2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and represents to the other party that each Party has been authorized by its respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.
3. The Fort Worth Transportation Authority will administer transportation services to the citizens of the City of Lake Worth under the TCTS from May 1, 2017 through April 30, 2018.
4. The Fort Worth Transportation Authority will administer demand responsive transportation services for the seniors and persons with disabilities of Lake Worth according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.
5. The City of Lake Worth will pay a one-time payment of \$1,890.00 to the Fort Worth Transportation Authority within 30 days of receipt of invoice.
6. Fort Worth Transportation Authority will provide access upon request to the Section 5310 records to the City of Lake Worth.
7. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.
8. The term of this Agreement will begin May 1, 2017 and end April 30, 2018.
9. The City of Lake Worth will be considered a participating community and the qualifying residents of Lake Worth will be entitled to ride TCTS for a one-way trip fare of \$2.50.
10. In performing the services hereunder, Fort Worth Transportation Authority is acting as an independent contractor, and shall not be deemed an employee, agent or partner of the City. Neither party shall have the authority to make binding representations or agreements on behalf of the other.
11. Notwithstanding any provision of this Agreement to the contrary, nothing contained in this Agreement shall be construed to limit or waive any governmental or sovereign immunity of the City, or any immunity applicable to its officers, agents, servants or employees.

CITY OF LAKE WORTH, TEXAS

FORT WORTH TRANSPORTATION  
AUTHORITY:

By: \_\_\_\_\_  
Stacey Almond  
City Manager

By: \_\_\_\_\_  
Paul J Ballard  
President/Executive Director

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
City of Lake Worth, Texas

## Lake Worth City Council Meeting – May 9, 2017

### Agenda Item No. F.3

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**FROM:** Stacey Almond, City Manager

**ITEM:** Discuss and consider Ordinance No. 1081, approving a negotiated settlement between ATMOS Cities Steering Committee (ACSC) and ATMOS Energy Corp, MidTex Division regarding the Company's 2017 rate review mechanism filings.

#### **SUMMARY:**

The proposed Ordinance reflects a settlement between Atoms Cities Steering Committee (ACSC) and Atmos Energy Cooperation, Mid-Tex Division that resolves the 2017 RRM proceeding pending with Cities for a rate increase.

The 2017 RRM filing is the fifth RRM filing under the renewed RRM Tariff. On March 1, 2017, Atmos made a filing requesting \$57.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$46.4 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission's exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would receive a \$52.4 million increase, or about \$4.4 million more than will be approved by the Ordinance.

ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company's request by \$9.4 million, such that the Ordinance approving new rates reflects an increase of \$48 million on a system-wide basis, or \$38.8 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Ordinance approve rates that will increase the Company's revenues by \$38.8 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2017.

The monthly residential customer charge will be \$19.60. The consumption charge will be \$0.14 per Ccf. **The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$2.04, or about 3.87%. The typical commercial customer will see an increase of \$6.27, or 2.37%.**

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2017 RRM filing, and implementing the rate change.

**Lake Worth City Council Meeting – May 9, 2017**

**Agenda Item No. F.3**

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**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

1. Ordinance No. 1081 - Settlement between ACSC and ATMOS

**RECOMMENDED MOTION OR ACTION:**

Move to approve Ordinance No. 1081 approving a negotiated settlement between ATMOS Cities Steering Committee (ACSC) and ATMOS Energy Corp, MidTex Division regarding the Company's 2017 rate review mechanism filings.

## ORDINANCE NO. 1081

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2017 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING RECONCILIATION AND RATE ADJUSTMENTS IF FEDERAL INCOME TAX RATES CHANGE; TERMINATING THE RRM PROCESS FOR 2018 PENDING RENEGOTIATION OF RRM TERMS AND CONDITIONS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.**

**WHEREAS**, the City of Lake Worth, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

**WHEREAS**, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

**WHEREAS**, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

**WHEREAS**, on March 1, 2017, Atmos Mid-Tex filed its 2017 RRM rate request with ACSC Cities; and

**WHEREAS**, ACSC coordinated its review of the Atmos Mid-Tex 2017 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

**WHEREAS**, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$48 million on a system-wide basis; and

**WHEREAS**, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest;

**WHEREAS**, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

**WHEREAS**, the Company and ACSC have agreed that rates should be adjusted if any change in federal income tax rates is implemented during the period that rates approved herein remain in place; and

**WHEREAS**, because ACSC believes that certain provisions of the current terms and conditions of the RRM tariff are inconsistent with market conditions, the City expects renegotiation of the current RRM tariff in the Summer of 2017.

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

**Section 1.** That the findings set forth in this Ordinance are hereby in all things approved.

**Section 2.** That the City Council finds that the settled amount of an increase in revenues of \$48 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2017 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

**Section 3.** That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$48 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

**Section 4.** That the ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

**Section 5.** Consistent with Texas Utilities Code Section 104.055(c), Atmos Energy's recovery of federal income tax expense through the Rider RRM has been computed using the statutory income tax rate. In the event that a change in the statutory income tax rate is implemented during the Rider RRM Rate Effective Date, Atmos Energy shall reconcile the difference between the amount of federal income tax expense included in the Rider RRM calculation for the Rate Effective Date with the amount of federal income tax expense authorized under the new statutory income tax rate. The reconciliation period shall be from the date on which any new statutory income tax rate is implemented through the Rate Effective Date. An interest component calculated at the customer deposit interest rate then in effect as approved by the Railroad Commission of Texas shall be applied to the federal income tax expense reconciliation. Further, any required reconciliation of federal income tax expense shall be included as part of Atmos Mid-Tex's next annual RRM filing and shall be returned to or recovered from customers as a one-time credit or surcharge to the customer's bill.

**Section 6.** The City requires renegotiation of RRM tariff terms and conditions during the Summer of 2017. If an agreed renegotiated RRM tariff cannot be achieved, the City will terminate the RRM process and consider initiation of a traditional rate case to reduce the Company's authorized return on equity.

**Section 7.** That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2017 RRM filing.

**Section 8.** That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

**Section 9.** That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 10.** That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

**Section 11.** That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2017.

**Section 12.** That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

**PASSED AND APPROVED** this 9th day of May, 2017.

**CITY OF LAKE WORTH**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

<b>RATE SCHEDULE:</b>	<b>R – RESIDENTIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2017</b>	<b>PAGE:</b>

#### Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

#### Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

#### Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 19.60 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 19.62 per month</b>
Commodity Charge – All <u>Ccf</u>	\$0.14427 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

#### Agreement

An Agreement for Gas Service may be required.

#### Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2016.

<b>RATE SCHEDULE:</b>	<b>C – COMMERCIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2017</b>	<b>PAGE:</b>

#### Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

#### Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

#### Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 44.70 per month
Rider CEE Surcharge	\$ 0.08 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 44.78 per month</b>
Commodity Charge – All Ccf	\$ 0.09279 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

#### Agreement

An Agreement for Gas Service may be required.

#### Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2016.

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2017</b>	<b>PAGE:</b>

#### Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

#### Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

#### Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 799.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3374 per MMBtu
Next 3,500 MMBtu	\$ 0.2470 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0530 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

#### Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

#### Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

Attachment A  
**RRC Tariff No:**

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2017</b>	<b>PAGE:</b>

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2017</b>	<b>PAGE:</b>

#### Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

#### Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

#### Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 799.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3374 per MMBtu
Next 3,500 MMBtu	\$ 0.2470 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0530 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

#### Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

#### Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2017</b>	<b>PAGE:</b>

**Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**

A transportation agreement is required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2017</b>	<b>PAGE:</b>

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

$i$  = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$  = Weather Normalization Adjustment Factor for the  $i^{th}$  rate schedule or classification expressed in cents per Ccf

$R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.

$HSF_i$  = heat sensitive factor for the  $i^{th}$  schedule or classification divided by the average bill count in that class

$NDD$  = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

$ADD$  = billing cycle actual heating degree days.

$BL_i$  = base load sales for the  $i^{th}$  schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the  $j$ th customer in  $i$ th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where  $q_{ij}$  is the relevant sales quantity for the  $j$ th customer in  $i$ th rate schedule.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2017</b>	<b>PAGE:</b>

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.79	0.1347	93.16	0.6060
Austin	10.37	0.1483	190.68	0.9069
Dallas	13.36	0.2089	180.35	1.0191
Waco	9.64	0.1348	124.37	0.5791
Wichita Falls	11.20	0.1412	107.96	0.5571

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the Company posts on its website at [atmosenergy.com/mtx-wna](http://atmosenergy.com/mtx-wna), in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the Company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the Company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

File Date: March 1, 2017

**ATMOS ENERGY CORP., MID-TEX DIVISION**  
**PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)**  
**TEST YEAR ENDING DECEMBER 31, 2016**

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1	Proposed Change In Rates:		\$ 48,000,000		Schedule A						
2	Proposed Change In Rates without Revenue Related Taxes:		\$ 44,800,457		Ln 1 divided by factor on WP_F-5.1						
3											
4											
5											
6		Revenue Requirements		Allocations							
7	Residential	\$ 338,431,486		77.95%	Per GUD 10170 Final Order						
8	Commercial	84,223,622		19.40%	Per GUD 10170 Final Order						
9	Industrial and Transportation	11,490,316		2.65%	Per GUD 10170 Final Order						
10	Net Revenue Requirements GUD No. 10170	<u>\$ 434,145,424</u>									
11											
12											
13											
14											
15											
16	With Proportional Increase all classes but Residential and a 40% residential base charge increase:										
17											
18		Current	Prospective		Revenues			Proposed Change In Revenues	Proposed Rates	Proposed Revenues	
19											
20	Residential Base Charge	\$ 19.08	\$ 0.77		\$ 13,969,407	Residential Base Charge	\$ 0.52	\$ 9,385,859	\$ 19.60	\$ 353,851,897	
21	Residential Consumption Charge	\$ 0.11378	\$ 0.02502		20,954,111	Residential Consumption Charge	\$ 0.03049	25,534,444	\$ 0.14427	120,821,718	
22	Commercial Base Charge	\$ 41.70	\$ 2.96		4,345,614	Commercial Base Charge	\$ 3.00	4,409,676	\$ 44.70	65,707,365	
23	Commercial Consumption Charge	\$ 0.08494	\$ 0.00797		4,345,614	Commercial Consumption Charge	\$ 0.00785	4,280,326	\$ 0.09279	50,595,093	
24	I&T Base Charge	\$ 737.00	\$ 62.70		592,856	I&T Base Charge	\$ 62.75	593,364	\$ 799.75	7,562,427	
25	I&T Consumption Charge Tier 1 MMBTU	\$ 0.3096	\$ 0.0278		279,522	I&T Consumption Charge Tier 1 MMBTU	\$ 0.0278	279,726	\$ 0.3374	3,394,949	
26	I&T Consumption Charge Tier 2 MMBTU	\$ 0.2267	\$ 0.0203		225,635	I&T Consumption Charge Tier 2 MMBTU	\$ 0.0203	225,178	\$ 0.2470	2,739,848	
27	I&T Consumption Charge Tier 3 MMBTU	\$ 0.0486	\$ 0.0044		87,699	I&T Consumption Charge Tier 3 MMBTU	\$ 0.0044	88,488	\$ 0.0530	1,065,879	
28					\$ 44,800,457			\$ 44,797,060		\$ 605,739,177	
29											

**ATMOS ENERGY CORP., MID-TEX DIVISION**  
**PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL**  
**TEST YEAR ENDING DECEMBER 31, 2016**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2017 Willis Towers Watson Report as adjusted (1), (3)	\$ 5,004,862	\$ 2,864,121	\$ 8,234,627	\$ 194,941	\$ 4,375,142	
2	Allocation to Mid-Tex	45.03%	45.03%	71.23%	100.00%	71.23%	
	Fiscal Year 2017 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)						
3		\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
	Fiscal Year 17 Willis Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)						
5		\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	\$ 12,719,968
6							
7							
8	<b>Summary of Costs to Approve:</b>						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,253,477		\$ 5,865,537			\$ 8,119,015
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,289,592			\$ 3,116,420	4,406,012
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 194,941		194,941
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	\$ 12,719,968
14							
15							
16	O&M Expense Factor	74.05%	74.05%	37.75%	20.00%	37.75%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,668,700	\$ 954,943	\$ 2,214,432	\$ 38,988	\$ 1,176,551	\$ 6,053,614
19							
20	Capital Factor	25.95%	25.95%	62.25%	80.00%	62.25%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 584,777	\$ 334,649	\$ 3,651,105	\$ 155,953	\$ 1,939,870	\$ 6,666,354
23							
24	Total (Ln 18 + Ln 22)	\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	\$ 12,719,968

**Lake Worth City Council Meeting – May 9, 2017**

**Agenda Item No. F.4**

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**FROM:** Monica Solko, City Secretary

**ITEM:** Discuss and consider appointment of Mayor Pro Tem.

**SUMMARY:**

The purpose of this item is to appoint a member of the Council to serve as Mayor Pro Tem for the term of one year.

Pursuant to Section 3.09 of the City Charter, the Council shall select a Mayor Pro Tem from among the seven members of Council. The appointment shall be made at the first regular meeting following the general city election. The Mayor Pro Tem shall, in the absence or disability of the Mayor, perform all the Mayor's duties.

**FISCAL IMPACT:**

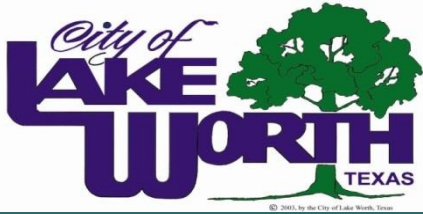
N/A

**ATTACHMENTS:**

N/A

**RECOMMENDED MOTION OR ACTION:**

Appoint a member of Council to serve as Mayor Pro Tem for one year.



# Fourth Annual Free Document Shredding Event

*Residents are  
welcome to bring  
their paper  
documents for free,  
onsite shredding.*

*Proof of residency  
will be required.*

Event Location: Lake Worth Multi-Purpose Facility

7005 Charbonneau Road

When: Saturday, June 10, 2017

Time: 9:00 am to 12:00 noon

- Free service to Lake Worth residents (proof of residency will be required; acceptable proofs include water bill or driver's license).
- No early drop offs.
- Paper document shredding only (no CD's or DVD's).
- Staples and paper clips are acceptable.
- Onsite shredding service.
- Shredding services provided by Expanco, Inc.

For additional information:

**CITY OF LAKE WORTH**  
**817-237-1211**  
bbarber@lakeworthtx.org

