CITY OF LAKE WORTH

CITY COUNCIL MEETING AGENDA

3805 ADAM GRUBB
LAKE WORTH, TEXAS 76135
TUESDAY, FEBRUARY 12, 2019

REGULAR MEETING: 6:30 P.M.
Held in the City Council Chambers

A. CALL TO ORDER

A.1 INVOCATION AND PLEDGE OF ALLEGIANCE

A.2 ROLL CALL

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

A.3.1 Welcome and introduction – public official, public employee or citizen.

A.4 CITIZENS PRESENTATION / VISITOR COMMENTS

The City Council is always pleased to have citizens attend its meetings and welcomes comments during the Citizen/Visitor Comments section of the meeting; however, pursuant to the Texas Open Meetings Act, Council cannot deliberate or vote on issues not posted on the agenda. Therefore, those types of items must be posted 72 hours prior to the City Council meeting. If it is not posted, no deliberation between Council members may occur; Council may only respond with specific factual information or recite existing policy. With the exception of public hearing items, at all other times during the Council meetings, the audience is not permitted to enter into discussion or debate on matters being considered by Council. Negative or disparaging remarks about City personnel will not be tolerated. Speakers are requested to sign up with the City Secretary prior to the presiding officer calling the meeting to order. Comments will be limited to three (3) minutes per speaker.

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

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

B.1 Approve the minutes of the January 8, 2019 Regular City Council meeting and January 11, 2019 Special Workshop.

B.2 Approve Finance Reports for the month of January 2019.

B.3 Approve and accept the 2018 Racial Profiling Report.

B.4 Approve the updated 2018-2019 City of Lake Worth Organizational Chart.

B.5 Approve the updated 2018-2019 Employee Compensation Plan B.

B.6 Approve a Crime Control and Prevention District (CCPD) budget amendment for FY2018/2019.

B.7 Approve an Interlocal Agreement between the City of North Richland Hills and the City of Lake Worth and authorize the City Manager to execute the agreement.

C. PUBLIC HEARINGS

No items for this category.

D. PLANNING AND DEVELOPMENT

No items for this category.

E. PUBLIC WORKS

E.1 Discuss and consider approval of Resolution No. 2019-02, adopting the Parks Open Space Master Plan.

E.2 Discuss an update of SH199-820 and the proposed TxDOT Public Meeting.

F. GENERAL ITEMS

F.1 Discuss and consider a Interlocal Agreement with Enterprise and authorize the City Manager to execute the agreement.

F.2 Discuss and consider Resolution No. 2019-03, calling the May 4, 2019 City Council Election, authorizing a joint election contract with other Tarrant County political subdivisions and contract with Tarrant County for election services and authorize the City Manager to execute the contract.

F.3 Discuss and consider Ordinance No. 1133, calling a Special Charter Election, authorizing a joint election contract with other Tarrant County political subdivisions and contract with Tarrant County for election services and authorize the City Manager to execute the contract.

F.4 Discuss and consider casting Lake Worth's votes to the Metropolitan Area EMS Authority Board Seat to Matthew Aiken for the three-year term beginning March 1, 2019.

F.5 Discuss and consider approval of a contract with Spillman Technologies, Inc. to provide hardware, software and professional service for RMS/CAD system, utilizing the Houston Galveston Area Council (HGAC) cooperative purchasing agreement and authorize the City Manager to execute the contract.

F.6 Discuss and consider approval of the purchase of twenty-seven (27) Point Blank AXIIIA with 1 Vision Body Armor Concealable Carriers in an amount not to exceed $21,505.00, utilizing the Texas Comptroller of Public Accounts cooperative program Texas Smart Buy.

F.7 Discuss and consider the purchase of an ASC Mass Notification Solutions Outdoor Warning System in an amount not to exceed $64,532.00 and authorize the City Manager to execute the contract.

G. MAYOR AND COUNCIL ITEM(S)

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

H. EXECUTIVE SESSION

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

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

H.1 Pursuant to Section 551.072: Deliberate the purchase, exchange, lease or value of real property - 4112 Fewell Street

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

J. ADJOURNMENT

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

Certification

I do hereby certify that the above notice of the meeting of the Lake Worth City Council was posted on the bulletin board of City Hall, 3805 Adam Grubb, City of Lake Worth Texas in compliance with Chapter 551, Texas Government Code on Friday, February 8, 2019 at 3:00 p.m.

_____

City Secretary

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

Lake Worth City Council Meeting – February 12, 2019

Agenda Item No. A.3.1

From: Stacey Almond, City Manager

Item: Welcome and introduction – public official, public employee or citizen.

Summary:

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

Lake Worth City Council Meeting – February 12, 2019

Agenda Item No. B.1

FROM: Monica Solko, City Secretary

ITEM: Approve the minutes of the January 8, 2019 Regular City Council meeting and January 11, 2019 Special Workshop.

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. January 8, 2019 Regular City Council meeting minutes
2. January 11, 2019 Special Workshop minutes

RECOMMENDED MOTION OR ACTION:

Motion to approve the minutes of the January 8, 2019 Regular City Council meeting and January 11, 2019 Special Workshop.

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, JANUARY 8, 2019

REGULAR MEETING: 6:30 PM

A. CALL TO ORDER.

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

A.1 INVOCATION AND PLEDGE OF ALLEGIANCE.

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

A.2 ROLL CALL.

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

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

No items for this category.

A.4 CITIZEN PRESENTATION / VISITOR COMMENTS

Mr. Nick Griffin, 6329 Canyon Trail, Lake Worth, Texas came forward requesting to meet with the Police Chief to discuss the readings from the radar trailer placed in his neighborhood. He commented on the price of speed bumps at Home Depot along with an increase of police presence could help deter speeding. He also commented that he would like the city to have a more proactive approach on retaining and recruiting businesses. He also would like to see the return of the city newsletter mailed with customer water bills. He preferred the newsletter over the City Community Guide.

A.5 REMOVAL OF CONSENT AGENDA

No items were removed from the consent agenda.

B. CONSIDER APPROVAL OF CONSENT AGENDA ITEMS
APPROVED

B.1 APPROVE MINUTES OF THE DECEMBER 11, 2018 CITY COUNCIL MEETING.

B.2 APPROVE FINANCE REPORTS FOR THE MONTH OF DECEMBER 2018.

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

MOTION TO APPROVE CARRIED 7-0.

C. PUBLIC HEARINGS

No items for this category.

D. PLANNING AND DEVELOPMENT

No items for this category.

E. PUBLIC WORKS

E.1 DISCUSS AND CONSIDER AWARDING A BID TO WILSON CONTRACTOR SERVICES, LLC. FOR THE LAKE WORTH 18-INCH FORCE MAIN PROJECT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.
APPROVED

Public Works Director Sean Densmore summarized the item. The Council is being asked to award the bid for the Lake Worth 18-inch Force Main project. Kimley-Horn and Associates solicited sealed bids on behalf of the City for the construction of an 18-inch

Force Main from Charbonneau Lift Station to the Fort Worth connection, with a 210-calendar day completion requirement. This project includes the installation of approximately 7,850 linear feet of 18" HDPE pipe to serve as a force main, in addition to approximately 600 LF of 8" PVC pipe to serve as a gravity main. The force main will be installed via bore and open cut methods. On December 6, 2018 the City of Lake Worth received six (6) bidders that were responsive to the request. After review and evaluation of proposals, staff is recommending award to Wilson Contract Services, LLC.

A MOTION WAS MADE BY COUNCIL MEMBER WHITE, SECONDED BY COUNCIL MEMBER SMITH TO APPROVE AWARDING A BID TO WILSON CONTRACTOR SERVICES, LLC FOR THE LAKE WORTH 18-INCH FORCE MAIN PROJECT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.

MOTION TO APPROVE CARRIED 7-0.

E.2 DISCUSS AND CONSIDER THE PURCHASE OF CEMENT SLURRY WITH MARTIN MARIETTA MATERIALS, INC., IN AN AMOUNT NOT TO EXCEED $21,965.

APPROVED

Purchasing Coordinator Kelly McDonald summarized the item. Through Interlocal Agreement CO#129029 for FY 2018/2019 street projects, Tarrant County agrees to provide the labor and equipment necessary to complete paving. One item not provided by the county, but needed for the completion of specific projects, is Cem-Lime, cement slurry and super slurry. Tarrant County identified and approved through Court Order #124403, Martin Marietta Materials, Inc. as a sole source for Cem-Lime, Cement Slurry, and Super Slurry on January 24, 2017. Utilizing the existing cooperative purchasing agreement with Tarrant County, approved by the City Council on October 9, 1996, Martin Marietta Materials, Inc. has provided an estimate of $21,965 for slurry materials based on pricing listed through RFQ 2018-463 and 2018-468.

A MOTION WAS MADE BY MAYOR PRO TEM NARMORE, SECONDED BY COUNCIL MEMBER STUARD TO APPROVE THE PURCHASE OF CEMENT SLURRY WITH MARTIN MARIETTA MATERIALS, INC., IN AN AMOUNT NOT TO EXCEED $21,965.

MOTION TO APPROVE CARRIED 7-0.

E.3 DISCUSS AND CONSIDER APPROVAL OF THE ASPHALT MILLING FOR AZLE AVENUE, BETWEEN BOAT CLUB ROAD AND SH 199, UTILIZING TEXOP CONSTRUCTION, LP., IN AN AMOUNT NOT TO EXCEED $29,095.

APPROVED

Purchasing Coordinator Kelly McDonald summarized the item. Council is being asked to approve the purchase of asphalt milling for Azle Avenue project. Through the Interlocal Agreement CO#129029 for FY 2018/2019 street projects, Tarrant County agrees to provide the labor and equipment necessary to complete paving. One item not provided

by the County, but needed for completion of the project, is the milling of the existing asphalt. Neither the County nor City has a milling machine suitable for this operation. The milling machine is used to grind up and remove existing asphalt. Tarrant County does have a contract for milling with TexOp Construction, LP. Lake Worth can utilize the existing cooperative purchasing agreement with Tarrant County, approved by the City Council on October 9, 1996. TexOp Construction, LP has provided an estimate of $26,450 for milling services. The estimate includes the milling of the top four (4) inches of the roadway, loading, trucking, sweeping, detailing, disposal, and water transport of an estimated 7,500 square yards of asphalt. The Public Works Director is requesting an additional 10% be included in the approved amount to cover any additional milling needs to Azle Avenue prior to the asphalt overlay.

A MOTION WAS MADE BY COUNCIL MEMBER STUARD, SECONDED BY COUNCIL MEMBER WENGER TO APPROVE THE PURCHASE OF ASPHALT MILLING FOR AZLE AVENUE, BETWEEN BOAT CLUB ROAD AND SH 199, UTILIZING THE TEXOP CONSTRUCTION LP, IN AN AMOUNT NOT TO EXCEED $29,095.

MOTION TO APPROVE CARRIED 7-0.

E.4 DISCUSS AND CONSIDER THE PURCHASE OF ASPHALT ROAD SURFACING PRODUCTS FOR FY 2018/2019 IN AN AMOUNT NOT TO EXCEED $20,000 FOR GENERAL STREET REPAIRS, UTILIZING THE TARRANT COUNTY COOPERATIVE PURCHASING AGREEMENT.

APPROVED

Purchasing Coordinator Kelly McDonald summarized the item. The Council is being asked to approve the purchase of asphalt road surfacing products for the FY 2018/2019 projects. The City of Lake Worth Street Department has ongoing requirements for asphalt road surfacing product materials. To ensure the safety of citizens and others who depend upon the City's transportation corridors, uninterrupted access to asphalt road surfacing materials is essential to the City's maintenance and repair activities. Due to day to day availability of asphalt materials during the peak maintenance season, it is necessary to purchase from multiple vendors. By utilizing the existing cooperative purchasing agreement with Tarrant County, pricing is guaranteed through their Bid No. 2018-015.

A MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY COUNCIL MEMBER HILL TO APPROVE ITEM E.4 AS PRESENTED.

MOTION TO APPROVE CARRIED 7-0.

F. GENERAL ITEMS

F.1 DISCUSS AND CONSIDER A INTERLOCAL AGREEMENT WITH TOWN OF LAKESIDE FOR ANIMAL CONTROL SERVICES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

APPROVED

Director of Building Development Services Barry Barber presented the item. The Town of Lakeside approached staff and requested an interlocal agreement for Animal Control services from the City of Lake Worth. Lakeside requested an "as needed" service for Animal Control due to conflicts with their former service provider. Both parties feel that with the new agreement for jail and dispatch service and additional agreement for Animal Control services would be favorable. Per the agreement, Lake Worth would provide Animal Control services during normal business hours which are Monday through Friday 8:00 a.m. to 5:00 p.m. and Saturday 10:00 a.m. to 3:00 p.m. Any after-hours impoundment(s) for Lakeside will require a Lakeside police officer to transport the animal to the Lake Worth shelter and our officers would provide access.

The Town of Lakeside will be required to adopt an animal control ordinance mirroring Lake Worth's current ordinance; this is to ensure that all local requirements are the same and the Animal Control officers have the same set of guidelines to follow no matter which municipality they are operating in. Lakeside does intend to add additional requirements for livestock due to their larger acreage lots. Lake Worth Animal Control will stay apprised of those requirements. All fees for impounded animals will be paid directly to the City of Lake Worth by the Lakeside resident; any animal that is not claimed by its owner that was secured in Lakeside will be paid by the Town of Lakeside. The Lake Worth Animal Control officer will not actively patrol Lakeside; this agreement is on an as needed basis and requires a call for service via phone, e-mail, or dispatch.

A MOTION WAS MADE BY COUNCIL MEMBER WENGER, SECONDED BY COUNCIL MEMBER HILL TO APPROVE AN INTERLOCAL AGREEMENT WITH THE TOWN OF LAKESIDE FOR ANIMAL CONTROL SERVICES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

MOTION TO APPROVE CARRIED 7-0.

F.2 DISCUSS AND CONSIDER RESOLUTION NO. 2019-01, APPOINTING KELLI STUARD TO PLACE 5 OF THE ANIMAL SHELTER ADVISORY COMMITTEE, WITH THE TERM EXPIRING OCTOBER 1, 2021.

APPROVED

Director of Building Development Services Barry Barber summarized the item. The Place 5 position on the Animal Shelter Advisory Committee is currently vacant. Staff is recommending the appointment of Kelli Stuard. Ms. Stuard's term will expire on October 1, 2021.

A MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY COUNCIL MEMBER PARSLEY TO APPROVE ITEM F.2 AS PRESENTED.

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

An affidavit of disqualification has been completed by Council member Stuard and filed with the City Secretary stating the nature of the interest was related to the appointee being considered for Animal Control Advisory Committee, Place 5.

F.3 DISCUSS AND CONSIDER AWARD OF BID TO SOUTHLAKE LEASING AND MANAGEMENT (REGENT SERVICES) FOR JANITORIAL SERVICE FOR THE CITY OF LAKE WORTH AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.

APPROVED

Purchasing Coordinator Kelly McDonald summarized the item. On November 13, 2018, Council awarded bid for janitorial services to Vanguard Cleaning System. On December 17, 2018, Vanguard Cleaning System officially withdrew their bid stating that they were unable to fulfill the security requirements set forth in the RFP. Regent Services was the second lowest bidder that submitted a proposal to the City, and they have completed the required security requirements.

A MOTION WAS MADE BY COUNCIL MEMBER STUARD, SECONDED BY COUNCIL MEMBER HILL, TO APPROVE THE AWARD OF BID TO SOUTHLAKE LEASING & MANAGEMENT (REGENT SERVICES) FOR JANITORIAL SERVICES FOR THE CITY OF LAKE WORTH AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.

MOTION TO APPROVE CARRIED 7-0.

F.4 DISCUSS AND CONSIDER ORDINANCE NO. 1132, AMENDING THE FY 2018-2019 BUDGET FOR GENERAL AND WATER/SEWER FUNDS.

Assistant City Manager/Finance Director Debbie Whitley presented the item. The capital purchases and projects approved in the FY 2017-2018 budget, that were not completed. Per prior City Council direction, unused funding was recorded as Committed Fund Balance as of September 30, 2018. This budget amendment is to add the unused amounts to the appropriate expense accounts and add Use of Prior Year Committed Fund Balance as the revenue source to offset the expenses. Although the unspent funding approved for the Force Main project is $3,257,170, the budget amendment being requested is only $2,625,000. The bid recommended to City Council for approval in item E.1 was $2,456,000 and an additional amount of $169,000 is being requested to cover remaining engineering costs and any contingencies that may arise during the project. Once the project is complete, staff will request further direction from Council to address uses for any remaining committed fund balance for the Force Main. The budget amendment also includes the addition of revenue and expenses to the Water/Sewer Fund

for the Hiawatha Trail utilities project that is being funded by, and is included in the 2018/2019 budget for, the General Fund.

A MOTION WAS MADE BY COUNCIL MEMBER WHITE, SECONDED BY COUNCIL MEMBER STUARD, TO APPROVE ORDINANCE NO. 1132, AMENDING THE FY 2018-2019 BUDGET FOR GENERAL AND WATER/SEWER FUNDS.

MOTION TO APPROVE CARRIED 7-0.

G. MAYOR AND COUNCIL ITEM(S)

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

Mayor Walter Bowen reported the Tarrant County Mayor's Council meeting will be in February.

Mayor Bowen also announced he would be representing the City of Lake Worth and 150 small cities in the State of Texas with a population under 15,000 as the newly elected Texas Municipal League (TML) Small Cities Advisory Council Chair.

H. EXECUTIVE SESSION

No items for this category.

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

No action required.

K. ADJOURNMENT

Mayor Walter Bowen adjourned the meeting at 6:55 p.m.

APPROVED

By:_____
Walter Bowen, Mayor

ATTEST:

_____
Monica Solko, City Secretary

MINUTES OF THE SPECIAL WORKSHOP
OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS
HELD IN CITY HALL, MULTI-PURPOSE FACILITY, 7005 CHARBONNEAU ROAD
FRIDAY, JANUARY 11, 2019

SPECIAL WORKSHOP: 8:30 AM

A. CALL TO ORDER.

Mayor Walter Bowen called the Special Workshop to order at 8:30 a.m.

A.1 ROLL CALL.

Present:	Walter Bowen	Mayor
	Jim Smith	Council, Place 1
	Geoffrey White	Council, Place 2
	Sue Wenger	Council, Place 3
	Ronny Parsley	Council, Place 4
	Pat O. Hill	Council, Place 5
	Gary Stuard	Council, Place 6
Staff:	Stacey Almond	City Manager
	Debbie Whitley	Assistant City Manager/Finance Director
	Drew Larkin	City Attorney
	Monica Solko	City Secretary
	Mike Christenson	Fire Chief
	Corry Blount	Police Chief
	Barry Barber	Planning and Development Director
	Misty Christian	City Engineer
	Sean Densmore	Public Works Director
	James Sullivan	Public Works Superintendent
	Mike Shelley	Public Works Superintendent
	Natacha Valdez	Municipal Court Director
	Kelly McDonald	Purchasing Coordinator
Absent:	Clint Narmore	Mayor Pro Tem, Place 7

B. DISCUSSION ITEMS

B.1 DISCUSS MUNICIPAL COURT OPERATIONS.

Municipal Court Director Natacha Valdez introduced Municipal Court Judge Bill Lane. She presented a PowerPoint presentation with an overview of Municipal Court operations. Topics included the different levels of courts, number of cases, different pleas, fines collected, state fees, warrant procedures, collections and the new capability to video conference by the magistrate.

B.2 DISCUSS PARKS AND OPEN SPACE MASTER PLAN

Katherine Utecht with Kimley Horn presented a PowerPoint presentation of the progress to date of the Parks Master Plan.

Progress to date includes:

- City Park Master Plan – last updated 2003
- Project Kick-Off – December 4, 2017
- Preparation of Existing Parks and Serving Zones Map – January 30, 2018
- Prepare Concept Plans from feedback with City Staff and Public Input
- Final Concept Plans for Lake Worth Park, Rayl Park, Reynolds Park, and Telephone Park
- Public Meeting #2 – Present Final Concepts to Public – August 6, 2018
- Finalize Parks and Open Space Master Plan document
- City Council Workshop – January 11, 2019

The 2019 Master Plan focuses on existing conditions, inventory and community input. The goal is to update existing parks to an elevated level of functionality while upholding maintenance, incorporate open space for recreation utilization across the community in order to capitalize on the unique features the City of Lake Worth has to offer.

Ms. Utecht discussed opportunities for the existing parks, constraints, and gave an overview analysis of the parks and the level of service each provides. Kimley-Horn then took the community input, overview analysis and the levels of service from each park and made the following recommendations:

Priorities and Budget

Existing Park Recommendations:

- 2018 – in concept design phase
- Additional funding to complete all designed master plan elements in park system
- Future improvements: additional parking, recreational sport fields, new shaded playgrounds, new restroom facilities, concession facilities, open spaces for targeting events within the community, lighting, areas of respite, pavilions
- Lake Worth Park: add sport fields; add parking; upgrade the playground structure; shade on the playground and pavilions

1-5 Year Recommendations

- Develop two vacant city owned properties
- Telephone Park
- Lakeside Park

5+ Year Park Recommendation

- Continue developing and improving existing park system – expand the park network and better serve the growing population

- Focus on providing multi-use sports fields; playgrounds; sport courts including tennis courts or pickle ball courts; targeted function activities; parking improvements and parking expansion

Ms. Uteckt presented the following concept options for Council to consider:

• Lake Worth Park Concept A	$10,310,000
• Lake Worth Park Concept B	$4,050,000
• Lake Worth Park Concept C	$8,820,000
• Rayl Family Park	$1,960,000
• Reynolds Park	$2,100,000
• Telephone Park	$2,370,000

During discussion Council favored Concept A but had concerns over funding and immediate needs at the current parks (restrooms, concession area and shade structures). Other concerns were seasonal uses by the school and organizations and construction timelines.

City Manager Stacey Almond stated that in order to supplement this type of project it would require bonds, private donations and grants but the city would need to hire a grant writer. She also stated that she had reached out to the University of Arlington (UTA) Capstone program to see if the program would consider our park system as a future Capstone project. The UTA professors have informed the city that the spring semester and fall semester students would be taking on the project. The project will be conducted in a two-phase approach, with the spring semester students gathering data through surveys, community input and city vision and objectives. The fall semester students will compile the information and present to Council. This information will be helpful when determining a park concept plan. Council asked if the students could also present a mid-year progress report allowing the spring students an opportunity to present their work.

The Council consensus was to move forward with the park plan. City Manager Stacey Almond stated that a resolution would be prepared for consideration by Council at the February City Council meeting. The resolution, if approved would only approve the park plan. A concept plan would be considered at a later date. This would allow the UTA Capstone students to gather information, make their presentation and staff time to explore supplemental funding.

RECESS AND BACK TO ORDER

Mayor Bowen recessed the meeting at 10:04 a.m. and called the meeting back to order at 10:19 a.m. with all members present as recorded.

B.3 DISCUSS ENTERPRISE FLEET MANAGEMENT.

City Manager Stacey Almond introduced Jennifer Bertram with Enterprise Fleet Management. Ms. Bertram discussed a partnership and solution with Council to better

manage aging fleet. Enterprise Fleet Management's proposal is to save city resources and budget dollars through a management vehicle program. This program will utilize an open-end lease as a funding mechanism, allowing the city to acquire additional vehicles while avoiding a large capital budget outlay. It will replace aged vehicles with newer models to increase fuel efficiency and reduce maintenance expense. Maintenance and repairs will be outsourced to local businesses to further stimulate economic growth and the integration for more fuel-efficient vehicles that will reduce the carbon footprint. This program will establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety. By partnering with Enterprise Fleet Management, it is estimated that the city will reduce their fuel costs by 23%. The City will also reduce maintenance cost by approximately 28% in the first year. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the City will leverage Enterprises Fleet Management's ability to sell vehicles at an average of 113.5% above Commercial Value Index. By shifting from a reactively replacing inoperable vehicles to planning vehicle purchases, the City of Lake Worth will be able replace 14 of its oldest vehicles within a year, turning 37% of their vehicles into newer, safer, more efficient models. The City of Lake Worth will have a dedicated, local account team to proactively manage and develop the fleet while delivering the highest level of customer service to facilitate the day-to-day needs. Account management will meet with City of Lake Worth at minimum four (4) times a year with two (2) meetings consisting of financial planning and the others are annual client review and fleet analysis. The Account Manager will provide ongoing analysis, which can include best makes/models, cents per mile, total cost of ownership, and replacement analysis. The city will receive monthly management reports consisting of a single invoice with all charges.

During the discussion, Council expressed concerns with leasing versus purchasing, graphics on vehicles, brands that are currently in use, and the moving of police equipment. Ms. Bertram stated leasing would save the city money in the long run.

After market expenses, such as graphics and special equipment, would be paid by the city but estimated costs for them were included in Enterprises presentation of total costs. City Manager Stacey Almond commented the maintenance in the contract would eliminate the expenses of personnel and supplies in the Maintenance Department and mechanic positions could be eliminated.

The consensus of the Council members was to move forward with the proposal. Ms. Almond stated the item would be brought back to Council for consideration at the February City Council meeting.

B.4 DISCUSS CHARTER REVIEW COMMISSION FINAL REPORT AND RECOMMENDATIONS.

City Manager Stacey Almond presented the final report from the Charter Review Commission (CRC). The final report consists of sixteen (16) propositions that were the most important to bring up to date in the City Charter.

PROPOSITION NO. 1

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

Charter language if approved:

Section 1.05 Deleted

PROPOSITION NO. 2

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

Charter language if approved:

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

PROPOSITION NO. 3

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

Charter language if approved:

Section 2.02 Deleted

PROPOSITION NO. 4

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

Charter language if approved:

Section 2.03 Deleted

PROPOSITION NO. 5

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

Charter language if approved:

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

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

PROPOSITION NO. 6

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

Charter language if approved:

Section 3.04 Deleted

PROPOSITION NO. 7

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

Charter language if approved:

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

PROPOSITION NO 8.

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

Charter language if approved:

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

PROPOSITION NO. 9

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

Charter language if approved:

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

PROPOSITION NO. 10

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

Charter language if approved:

Section 3.10 The Mayor. The Mayor shall preside at meetings of the City Council. The Mayor may participate in the discussion of all matters coming before the City Council. The Mayor shall not be entitled to vote as a member thereof, on Legislative or other matters, except in case of a tie, when the Mayor shall have the right to cast the deciding vote. The Mayor may also represent the City in intergovernmental relationships and perform other duties specified by the City Council or imposed by this Charter and by

ordinances and resolutions passed in pursuance thereof. The Mayor shall be recognized as the head of the city government for all ceremonial purposes but shall have no regular administrative duties.

PROPOSITION NO. 11

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

Charter language if approved:

Section 3.12 Prohibitions.

a). Except where authorized by law or by this Charter, no Mayor or Council Member may hold any other City office or City employment during his or her term as Mayor or Council Member. No former Mayor or Council Member may hold any City employment until one year after the expiration of the term for which they were elected or appointed to the City Council.

b). Members of the City Council may not in any way order the appointment or removal of the City administrative officers or employees whom the City Manager or any of the City Manager's subordinates are empowered to appoint.

PROPOSITION NO. 12

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

Charter language if approved:

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

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

PROPOSITION NO. 13

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

Charter language if approved:

Section 4.05 Official Results.

1. The returns of every municipal election must be handled in accordance with State Law.

2. The City Council shall meet in an open meeting to canvass and officially declare the results of the election as to candidates, and issues certificates of election to candidates elected as provided by State Law.

PROPOSITION NO. 14

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

Charter language if approved:

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

PROPOSITION NO. 15

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

Charter language if approved:

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

PROPOSITION NO. 16

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

Charter language if approved:

Section 8.06 Judge of the Municipal Court.

1. The City Council must establish and cause to be maintained a Municipal Court. The Court has all the power and duties as are now, or as may be, prescribed by state law.
2. The judge of the municipal court shall be appointed by the City Council for a term of two years. The judge shall be a resident of this state, a citizen of the United States,

and an attorney in good standing licensed to practice in the State of Texas, with two or more years' experience in the practice of law in this State. The Council shall fix the compensation for the judge in accordance with State law and such compensation shall never be based on the fines assessed or collected. Removal of the judge shall be at the discretion of the Council by a majority vote of the City Council.

3. The Clerk and all deputy clerks of the Municipal Court have the power to administer oaths, certify affidavits, make certificates, affix the seal of the Court, and perform all usual and necessary clerical acts in conducting the business of the Court including but not limited to, the keeping of records and accounts of the Municipal Court.

During the discussion, Council member Smith expressed concerns with the language in Section 3.06, Proposition No. 8 to fill a vacancy. He requested that the old language requiring a super-majority to vote for an appointment be kept in the charter. The recommendation from the CRC was to remove super-majority and replace with a vote of all remaining members to appoint a qualified person to fill a vacancy.

The final consensus was to move forward with all sixteen (16) recommendations made by the Charter Review Commission. Council member White requested that staff take the appropriate steps necessary to educate and inform the public on the importance of the upcoming Charter Election.

City Manager Stacey Almond stated an item would be prepared and brought back to Council for consideration at the February City Council meeting.

B. ADJOURNMENT

Mayor Walter Bowen adjourned the meeting at 11:31 a.m.

APPROVED

By:_____
Walter Bowen, Mayor

ATTEST:

_____
Monica Solko, City Secretary

Lake Worth City Council Meeting – February 12, 2019

Agenda Item No. B.2

From: Debbie Whitley, ACM/ Director of Finance

Item: Approve Finance reports for the month of January 2019.

Summary:

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

Fiscal Impact:

N/A

Attachments:

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

Recommended Motion or Action:

Approve finance reports for the month of January 2019.

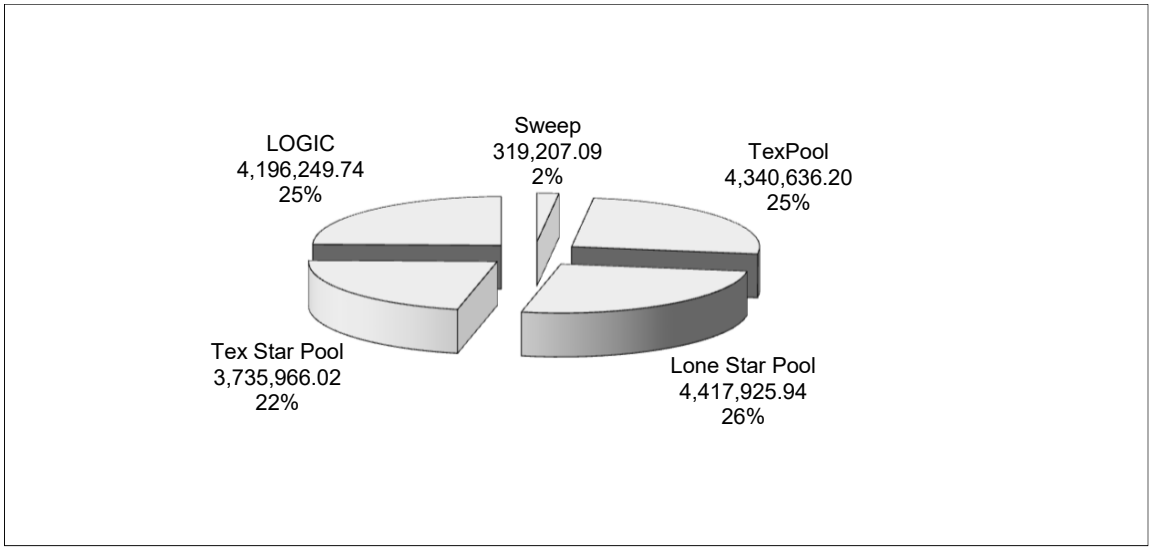
CITY OF LAKE WORTH
CASH POSITION
As of January 31, 2019

	Checking Account	TexPool	Lone Star Pool	TexStar	LOGIC	Total
General Fund	74,793.95	2,386,383.12	2,369,854.92	2,665,982.24	2,390,592.32	9,887,606.55
Park Fund	11,875.49	182,484.63			181,750.69	376,110.81
Child Safety Fund	7,601.89					7,601.89
Court Technology	10,714.44					10,714.44
Court Security Fund	23,450.69				48,631.95	72,082.64
Confiscated Property Fund	9,104.73					9,104.73
Street Maintenance		511,894.28	504,148.41	511,953.17	511,500.37	2,039,496.23
Crime Control	29,481.68	164,451.48	161,141.27	182,961.02		538,035.45
PEG Fund					77,476.56	77,476.56
Water/Sewer Fund	97,548.66	687,204.33	685,147.25		665,511.69	2,135,411.93
Debt Service	24,008.41	408,218.36	381,304.66			813,531.43
2008 CO Series				53,466.06		53,466.06
Hotel/Motel Tax Fund	30,627.15		316,329.43	321,603.53	320,786.16	989,346.27
Total All Cash & Invstments	319,207.09	4,340,636.20	4,417,925.94	3,735,966.02	4,196,249.74	17,009,984.99

CITY OF LAKE WORTH
INVESTMENT ACTIVITY
As of January 31, 2019

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

Total Funds Held In Checking Accounts Subject To Overnight Sweep	$319,207.09
(Funds covered by FDIC and Pledged Collateral by Bank of Texas)	
Total Funds Held In TexPool	$4,340,636.20
(NAV $1.00 per share, 4,340,636 shares; WAM 1 day)	
Total Funds Held In Lone Star Pool	$4,417,925.94
(NAV $1.00 per share, 4,417,926 shares; WAM 1 day)	
Total Funds Held In TexStar Pool	$3,735,966.02
(NAV $1.00 per share, 3,735,966 shares; WAM 1 day)	
Total Funds Held In LOGIC	$4,196,249.74
(NAV $1.00 per share, 4,196,250 shares; WAM 1 day)	
Total All Funds	$17,009,984.99



Prepared By: Debbie Whitley

Date: February 4, 2019

CITY OF LAKE WORTH
EXPENDITURE REPORT
January 2019

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
GENERAL FUND					
Mayor/Council	15,611.00	553.80	3,870.52	11,740.48	25%
Administration	1,623,773.00	48,506.05	180,393.41	1,443,379.59	11%
Admin-Finance	454,302.00	29,430.65	127,219.27	327,082.73	28%
Admin-HR/Risk Mgmt	164,638.00	20,318.68	56,596.65	108,041.35	34%
Admin-Multi-Purpose Center	32,725.00	527.96	2,832.60	29,892.40	9%
Admin-Multi-LW Area Museum	5,300.00	257.56	719.19	4,580.81	14%
Police	2,486,219.00	181,948.13	745,233.38	1,740,985.62	30%
Fire	2,376,074.00	217,298.56	804,590.24	1,571,483.76	34%
Street	1,098,004.00	74,242.15	264,248.47	833,755.53	24%
Library	278,324.00	23,212.78	85,110.33	193,213.67	31%
Parks	450,537.00	26,796.63	124,799.72	325,737.28	28%
Maintenance Dept	269,293.00	10,446.94	67,109.06	202,183.94	25%
Senior Citizens	150,815.00	10,908.07	34,085.71	116,729.29	23%
Municipal Court	261,793.00	23,164.33	74,472.94	187,320.06	28%
Animal Control	225,668.00	8,583.45	39,121.09	186,546.91	17%
Emergency Management	22,450.00	18.01	11,494.48	10,955.52	51%
Permits & Inspections	326,001.00	21,686.68	116,777.40	209,223.60	36%
P & I - Planning & Zoning	192,637.00	7,191.81	59,923.72	132,713.28	31%
P & I - Code Compliance	37,000.00	73.28	2,282.69	34,717.31	6%
Information Technology	611,602.00	64,986.92	212,962.72	398,639.28	35%
Economic Dev Activities	3,258,132.00	8,045.69	76,266.65	3,181,865.35	2%
Total General Fund	14,340,898.00	778,198.13	3,090,110.24	11,250,787.76	22%

WATER/SEWER FUND					
Administration	525,773.00	27,330.32	56,628.49	469,144.51	11%
Water Supply	1,061,845.00	61,364.78	159,106.97	902,738.03	15%
Water Distribution	1,147,244.00	54,606.84	141,300.92	1,005,943.08	12%
Sewer Department	1,550,756.00	81,758.41	258,265.74	1,292,490.26	17%
Total Water/Sewer	4,285,618.00	225,060.35	615,302.12	3,670,315.88	14%

CITY OF LAKE WORTH
REVENUE REPORT
January 2019

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
GENERAL FUND					
Property Taxes	913,800.00	314,276.77	650,447.09	263,352.91	71%
Franchise Fees	450,000.00	10,236.44	114,045.21	335,954.79	25%
Sales and Beverage Taxes	7,456,000.00	561,954.64	1,850,601.92	5,605,398.08	25%
Fines and Warrants	465,800.00	29,708.27	111,771.77	354,028.23	24%
License & Permits	137,850.00	13,389.31	44,796.80	93,053.20	32%
Sanitation	191,500.00	16,499.00	65,986.98	125,513.02	34%
Animal Control	7,500.00	895.00	2,440.00	5,060.00	33%
Investment Income & Misc	515,353.00	97,517.91	216,005.42	299,347.58	42%
Due From Other Funds	171,976.00			171,976.00	0%
Use of Prior Year Reserves	4,031,119.00			4,031,119.00	0%
Transfer In-Other Funds					0%
Total General Fund	14,340,898.00	1,044,477.34	3,056,095.19	11,284,802.81	21%

WATER/SEWER FUND					
Water Sales	1,400,000.00	89,070.95	330,794.37	1,069,205.63	24%
Water Tap Fees	1,000.00		750.00	250.00	75%
Water Service Charge	59,000.00	6,366.94	23,859.20	35,140.80	40%
Sewer Charges	985,000.00	105,800.39	367,769.91	617,230.09	37%
Sewer Tap Fees	3,000.00		3,000.00	0.00	100%
Interest Income & Miscellaneous	53,590.00	8,323.89	25,710.27	27,879.73	48%
Transfers In	1,003,732.00			1,003,732.00	0%
Use of Prior Year Reserves	780,296.00			780,296.00	0%
Total Water/Sewer Fund	4,285,618.00	209,562.17	751,883.75	3,533,734.25	18%

DEBT SERVICE FUND					
Property Tax Revenue	1,197,356.00	327,919.36	430,557.59	766,798.41	36%
Investment Income & Misc	7,500.00	375.19	593.64	6,906.36	8%
Transfers In	423,943.00	0.00	0.00	423,943.00	0%
Use of Prior Year Reserves	51,000.00			51,000.00	0%
Total Debt Service	1,679,799.00	328,294.55	431,151.23	1,248,647.77	26%

CITY OF LAKE WORTH
GF SALES TAX ANALYSIS
FOR JANUARY 2019 REVENUE

		Current % Incr or Decrease
Net Payment		
January 2019	554,777.38	
January 2018	556,558.59	**-0.320%**
January 2017	559,294.34	**-0.808%**
YTD Net Payment		
Current YTD Total	1,843,424.66	
YTD, Last Year	1,694,240.48	**8.805%**
YTD, 2 Years Ago	1,838,373.40	**0.275%**

Current Period Collections		
January 2019	556,982.32	
January 2018	561,402.14	**-0.787%**
January 2017	540,065.91	**3.132%**
YTD Current Period Collections		
Current YTD Total	1,821,745.25	
YTD, Last Year	1,822,742.83	**-0.055%**
YTD, 2 Years Ago	1,831,723.98	**-0.545%**

CITY OF LAKE WORTH
PARK FUND
As of January 31, 2019

REVENUE SOURCE:		
	UTILITY DONATIONS	3,284.00
	DONATIONS - KIDS & TREES	0.00
	DONATIONS - NAVAJO PARK	0.00
	DONATIONS - RAYL PARK	5,000.00
	DONATIONS - LAKE WORTH PARK	0.00
	INVESTMENT INCOME	2,202.31
	CONTRIBUTIONS FROM OTHER FUNDS	0.00
	MISCELLANEOUS	167.43
Total Revenue		10,653.74
EXPENDITURE CATEGORY:		
	MISCELLANEOUS	53.12
	PARK MAINTENANCE	364.41
	CHARBONNEAU PARK	0.00
	LAKE WORTH PARK	3,109.50
	NAVAJO PARK	0.00
	GRAND LAKE PARK	29.10
	REYNOLDS PARK	0.00
	RAYL PARK	0.00
	TELEPHONE ROAD PARK	691.17
	DAKOTA PARK	0.00
	EQUIPMENT PURCHASE/IMPROVEMENTS	0.00
Total Expenditure		4,247.30
REVENUE OVER EXPENDITURES		6,406.44

CASH POSITION	
CHECKING	11,875.49
INVESTMENTS	364,235.32
TOTAL CASH	376,110.81

CITY OF LAKE WORTH
STREET MAINTENANCE
January 2019

Revenue

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
Interest & Misc Income	27,000.00	4,012.74	11,748.11	15,251.89	44%
Use of Prior Yr Rsrvs	540,000.00			540,000.00	
Total Revenue	567,000.00	4,012.74	11,748.11	555,251.89	2%

Expenditures

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Miscellaneous				0.00	0%
Barricades & Markers	12,000.00	150.90	421.33	11,578.67	4%
Street Projects	380,000.00	1,029.17	2,546.07	377,453.93	1%
Concrete Replacement	175,000.00			175,000.00	0%
Total Expenditures	567,000.00	1,180.07	2,967.40	564,032.60	1%

CITY OF LAKE WORTH
CCPD
January 2019

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Revenue

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
Sales Tax	1,045,000.00	78,638.45	259,605.06	785,394.94	25%
SRO Reimbursement	46,327.00	3,861.00	15,439.00	30,888.00	33%
Interest & Misc Income	8,500.00	1,126.19	3,998.90	4,501.10	47%
Use of Prior Yr Rsrvs	57,763.00			57,763.00	
Total Revenue	1,157,590.00	83,625.64	279,042.96	878,547.04	24%

Expenditures

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Salaries	806,406.00	63,197.55	266,094.72	540,311.28	33%
Supplies	61,450.00	1,697.15	10,803.55	50,646.45	18%
Maintenance	23,225.00	875.52	3,151.55	20,073.45	14%
Services	91,905.00	2,108.89	39,793.47	52,111.53	43%
Equipment	100,500.00	159.98	120,579.67	-20,079.67	120%
Transfers Out	74,104.00			74,104.00	0%
Total Expenditures	1,157,590.00	68,039.09	440,422.96	717,167.04	38%

Lake Worth City Council Meeting –February 12, 2018

Agenda Item No. B.3

From: Corry Blount, Chief of Police

Item: Approve and accept the 2018 Racial Profiling Report.

Summary:

The Texas Code of Criminal Procedure, Article 2.134 Compilation and Analysis of Information Collected, requires law enforcement agencies to collect specific data on traffic stops, and report that data to the Texas Commission on Law Enforcement (TCOLE) and their governing body on an annual basis. The TCOLE report is due no later than March 1 of each year. While no timetable is established for council reporting, the report has traditionally been provided in February.

The report indicates that the department claims partial exemption in reporting, since we regularly capture traffic stops on video camera. Videos are then stored for a minimum of 90 days, as required by Section 2.13(a) of the CCP.

The report further details the number of stops resulting in arrest, citation, or both, break down the race or ethnicity of drivers stopped, whether race or ethnicity was known prior to the stop, whether a search was conducted, and the number of searches that would be considered as consensual. No analysis of the data is required, and none is provided in the report.

The department received no racial profiling complaints in 2018.

Fiscal Impact:

N/A

Attachments:

1. 2018 Racial Profiling Report

Recommended Motion or Action:

Move to accept the 2018 Racial Profiling Report.

LAKE WORTH POLICE DEPARTMENT 2018 RACIAL PROFILING REPORT

Corry D. Blount
Chief of Police

LAKE WORTH POLICE DEPARTMENT

Corry Blount
Chief of Police

3805 Adam Grubb ~ Lake Worth, Texas 76135
Phone 817-237-1224 ~ Fax 817-237-2180

Steven B. Carpenter
Assistant Chief

Partial Exemption Racial Profiling Report (Tier 1)
January 2018 – December 2018
Lake Worth Police Department

Gender

Female:	**1245**
Male:	**2229**
	Total: **3474**

Race or Ethnicity

Black:	**355**
Asian/Pacific Islander:	**59**
White:	**2100**
Hispanic:	**952**
Alaska Native/American Indian:	**8**
	Total: **3474**

Was Race or Ethnicity known prior to stop?

Yes:	**17**
No:	**3457**
	Total: **3474**

Reason for stop?

Violation of law:	**78**
Preexisting Knowledge:	**33**
Moving traffic violation:	**1697**
Vehicle traffic violation:	**1714**
	Total: **3474**

Street address or approximate location of the stop

City Street:	**2909**
US Highway:	**518**

State Highway:	**0**
County Road:	**0**
Private Property or other:	**47**
	Total: **3474**

Was a search conducted?

Yes:	**224**
No:	**3250**
	Total: **3474**

Reason for search?

Consent:	**45**
Contraband:	**13**
Probable cause:	**77**
Inventory:	**0**
Incident to arrest:	**89**
	Total: **224**

Was contraband discovered?

Yes:	**103**
No:	**124**
	Total: **224**

Description of contraband

Drugs:	**91**
Currency:	**0**
Weapons:	**3**
Alcohol:	**1**
Stolen Property:	**0**
Other:	**8**
	Total: **103**

Results of Stop

Verbal warning:	**0**
Written warning:	**1521**
Citation:	**2700**
Written warning and arrest:	**0**
Citation and arrest:	**0**
Arrest:	**120**

Arrest Total

Total: **120**

Arrest based on

Violation of Penal Code:	**36**
Violation of Traffic Code:	**6**
Violation of City Ordinance:	**0**
Oustanding Warrant:	**78**
	Total: **120**

Was physical force resulting in bodily injury used during stop?

Yes:	**0**
No:	**3474**

Lake Worth City Council Meeting – February 12, 2019

Agenda Item No. B.4

From: Stacey Almond, City Manager

Item: Approve the updated 2018-2019 City of Lake Worth Organizational Chart.

Summary:

The City of Lake Worth Organizational Chart has been updated to reflect the following departmental changes:

1. Reduction in Force for the Mechanic I position in the Maintenance Department;
2. Reduction in Force for the Mechanic II position in the Maintenance Department; and
3. Reduction in Force for the Crew Leader – Maintenance in the Maintenance Department.

Staff reviewed operations within the Maintenance Department and has presented the City Council with an alternative we feel better meets the needs of the city. Therefore, the reduction of force for the above listed positions is necessary to better meet the needs of the city's fleet.

Fiscal Impact:

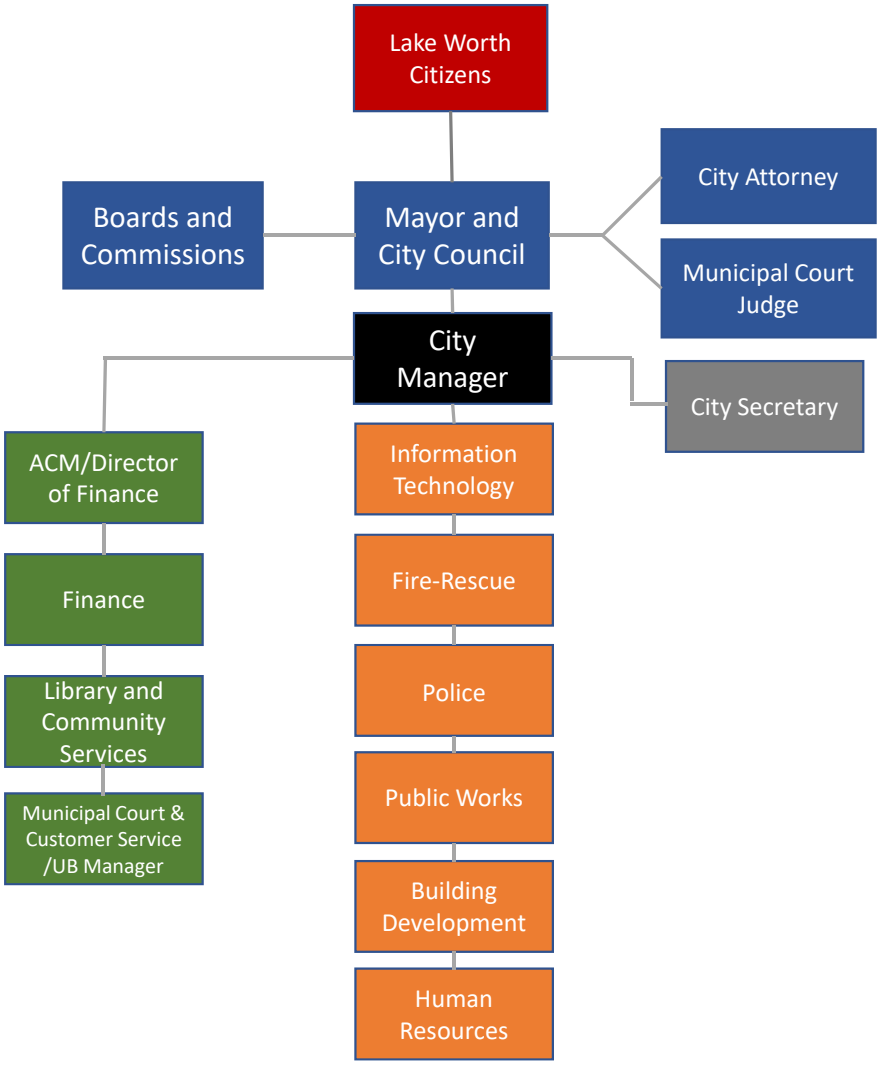
N/A

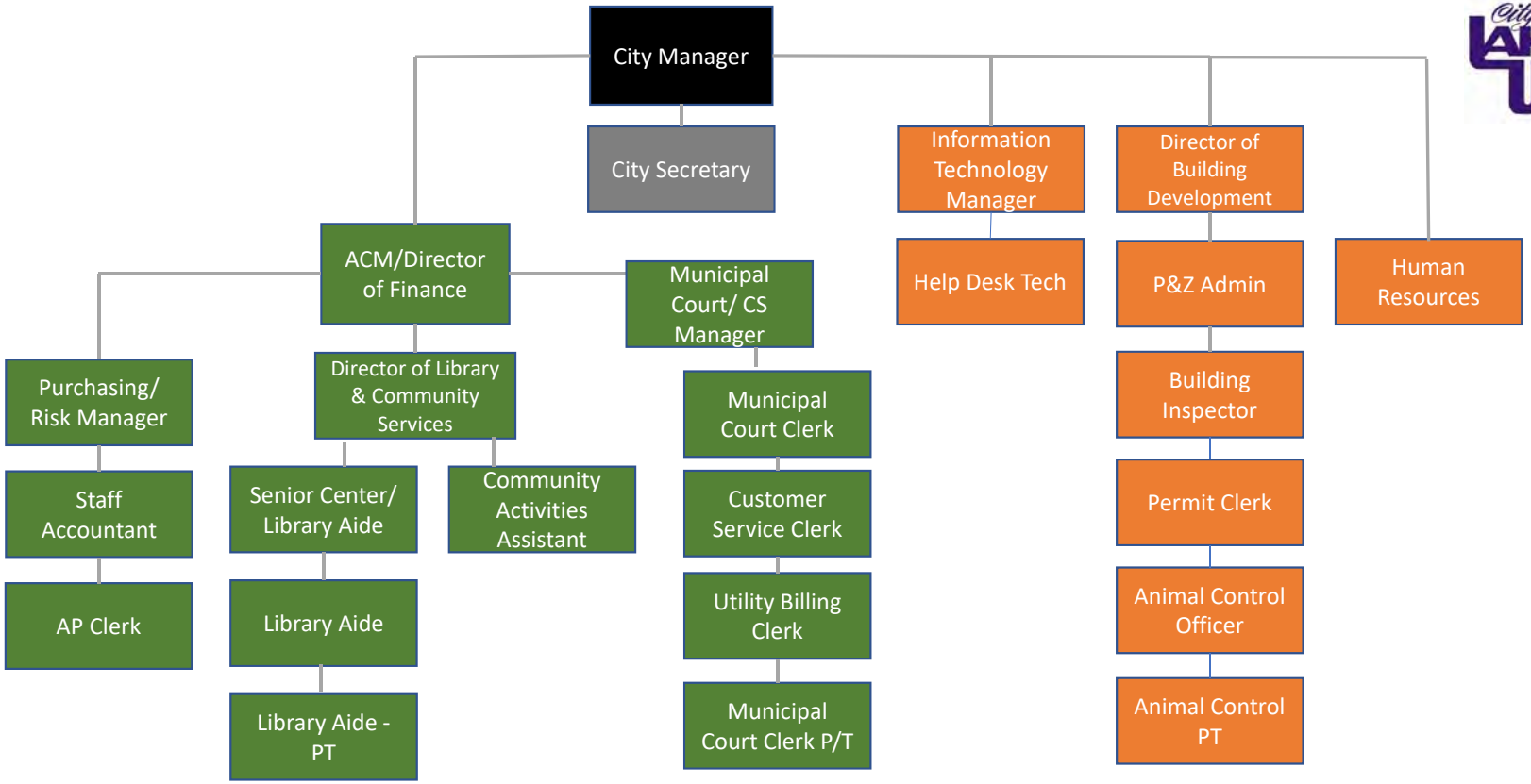
Attachments:

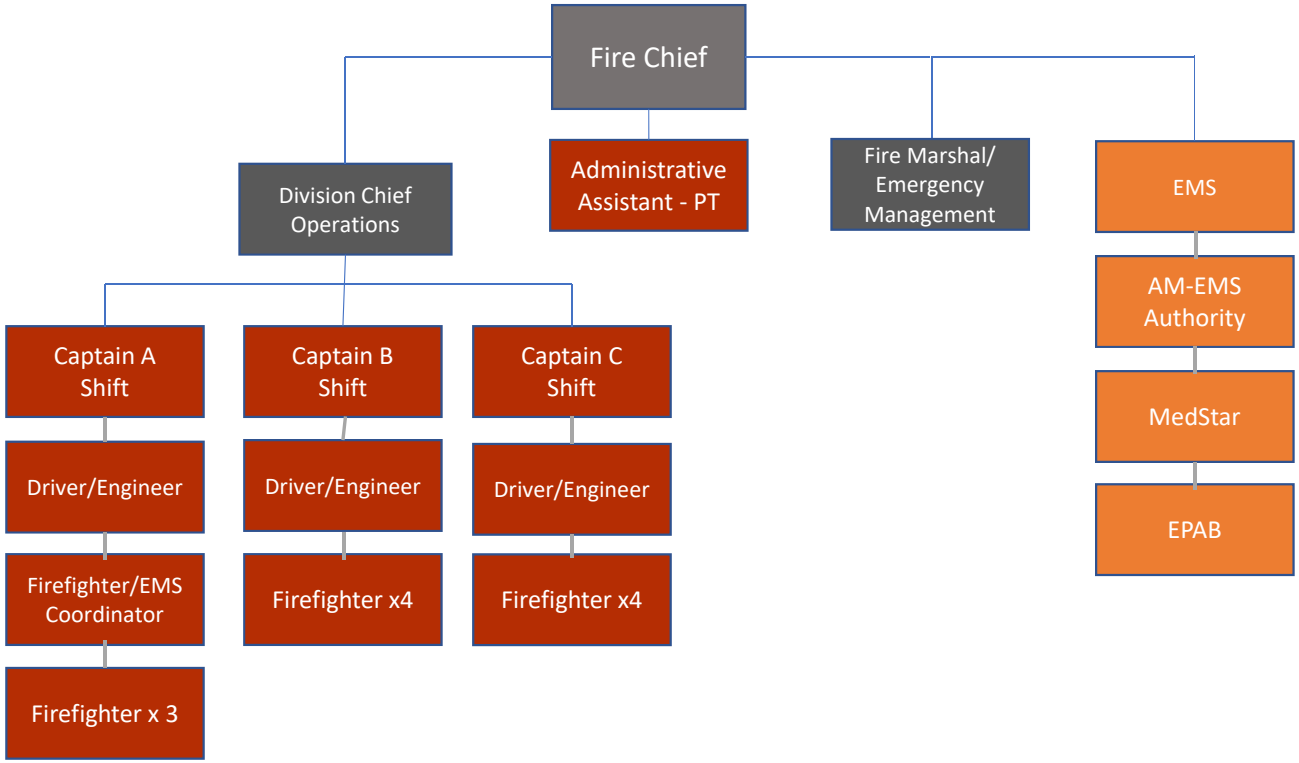
1. COLW Organizational Chart

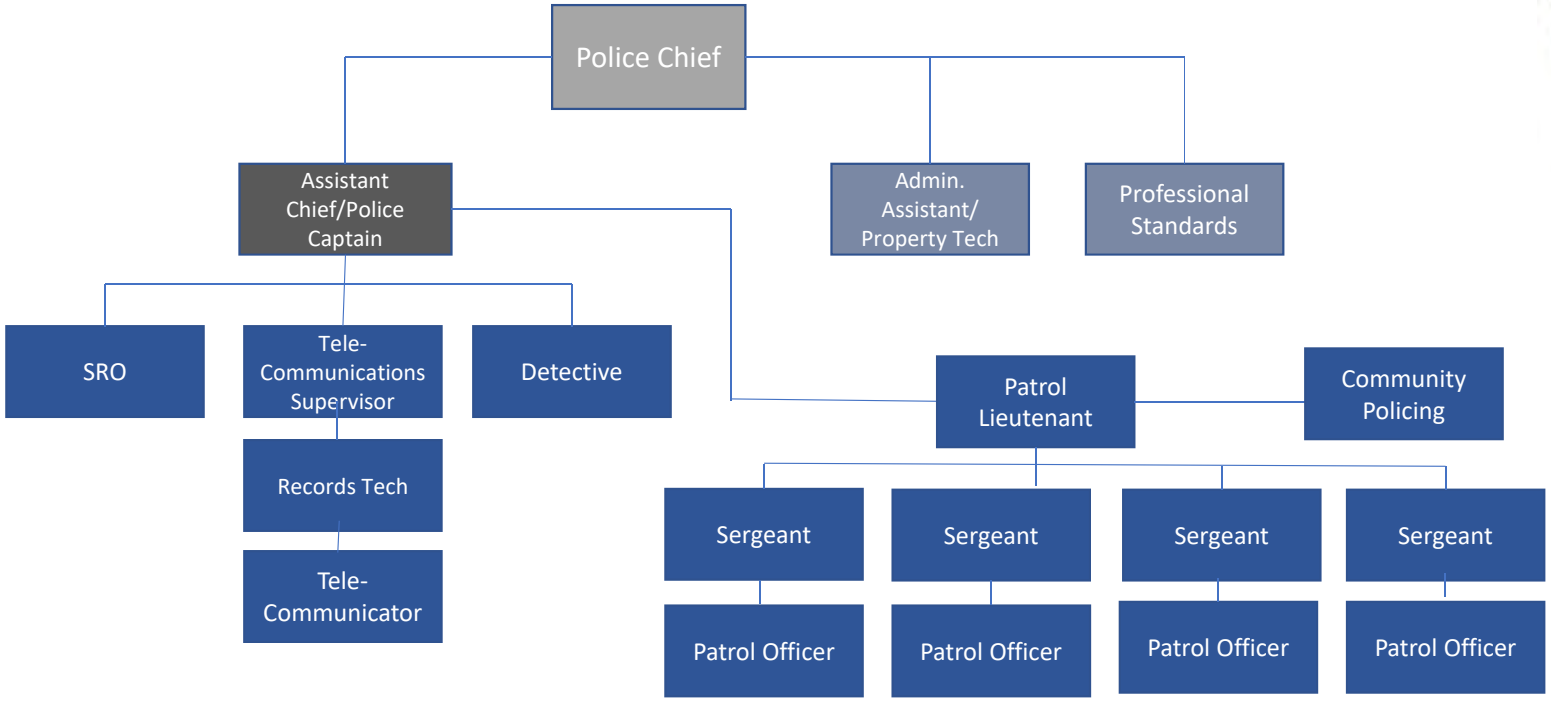
Recommended Motion or Action:

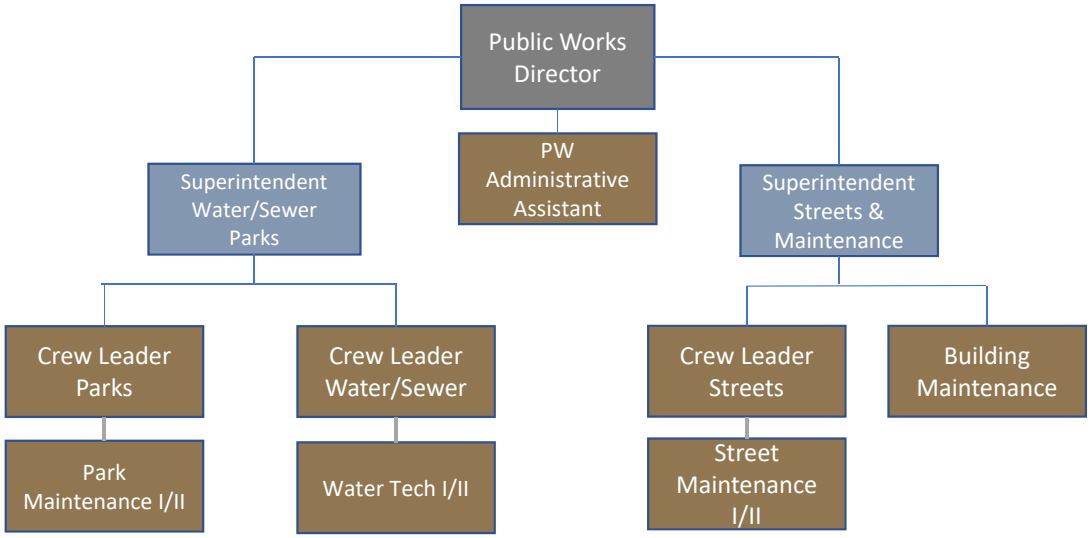
Move to approve the updated 2018-2019 City of Lake Worth Organizational Chart.


Lake Worth Citizens
Boards and Commissions
Mayor and City Council
City Attorney
Municipal Court Judge
City Manager
City Secretary
ACM/Director of Finance
Finance
Library and Community Services
Municipal Court & Customer Service /UB Manager
Information Technology
Fire-Rescue
Police
Public Works
Building Development
Human Resources


City Manager
City Secretary
Information Technology Manager
Director of Building Development
Human Resources
ACM/Director of Finance
Municipal Court/ CS Manager
Help Desk Tech
P&Z Admin
Purchasing/ Risk Manager
Director of Library & Community Services
Municipal Court Clerk
Building Inspector
Staff Accountant
Senior Center/ Library Aide
Community Activities Assistant
Customer Service Clerk
Permit Clerk
AP Clerk
Library Aide
Utility Billing Clerk
Animal Control Officer
Library Aide - PT
Municipal Court Clerk P/T
Animal Control PT


Fire Chief
Administrative Assistant - PT
Fire Marshal/ Emergency Management
EMS
AM-EMS Authority
MedStar
EPAB
Division Chief Operations
Captain A Shift
Driver/Engineer
Firefighter/EMS Coordinator
Firefighter x 3
Captain B Shift
Driver/Engineer
Firefighter x4
Captain C Shift
Driver/Engineer
Firefighter x4


Police Chief
Assistant Chief/Police Captain
Admin. Assistant/ Property Tech
Professional Standards
SRO
Tele-Communications Supervisor
Detective
Records Tech
Tele-Communicator
Patrol Lieutenant
Community Policing
Sergeant
Sergeant
Sergeant
Sergeant
Patrol Officer
Patrol Officer
Patrol Officer
Patrol Officer


Public Works Director
PW Administrative Assistant
Superintendent Water/Sewer Parks
Superintendent Streets & Maintenance
Crew Leader Parks
Crew Leader Water/Sewer
Crew Leader Streets
Building Maintenance
Park Maintenance I/II
Water Tech I/II
Street Maintenance I/II

Lake Worth City Council Meeting – February 12, 2019

Agenda Item No. B.5

From: Stacey Almond, City Manager

Item: Approve the updated 2018–2019 Employee Compensation Plan B.

Summary:

The City of Lake Worth Employee Compensation Plan has been updated to reflect proposed departmental changes.

Remove the following positions from the Employee Compensation Plan B:

a. Mechanic I;
b. Mechanic II;
c. Crew Leader – Maintenance

Staff reviewed operations within the Maintenance Department and has presented the City Council with an alternative we feel better meets the needs of the city. Therefore, the reduction of force for the above listed positions is necessary to better meet the needs of the city's fleet.

Fiscal Impact:

N/A

Attachments:

1. Employee Compensation Plan B

Recommended Motion or Action:

Move to approve the updated 2018-2019 Employee Compensation Plan B.

CITY OF LAKE WORTH
EMPLOYEE PAY SCALE

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

Pay Grade	FLSA Status	Job Title	Pay Frequency	Minimum	Maximum
1	N	Administrative Assistant/Fire Dept	Hourly	$10.06	$14.21
1	N	Animal Control Officer			
1	N	Library Aide			
1	N	Municipal Court Clerk			
1	***N***	***Senior Center Aide (eliminated-Council action 12/11/18)***			
1	N	Senior Center Aide (As needed)	Hourly	$10.06	$10.06
		All grade 1 are Part-time positions			
5	N	Building Maintenance Worker	Annual	$29,818.00	$38,750.00
5	N	Library Aide	Monthly	2,484.83	3,229.17
5	N	Mechanic I **(Eliminate)**	Pay Period	1,146.85	1,490.38
5	N	Park Maintenance Worker I	Hourly	14.34	18.63
5	N	Street Maintenance Worker I			
5	N	Water/Sewer Tech I			
5	***N***	***Library/Sr. Center Aide (new-Council action 12/11/18)***			
10	N	Mechanic II **(Eliminate)**	Annual	$33,000.00	$44,700.00
10	N	Park Maintenance Worker II	Monthly	2,750.00	3,725.00
10	N	Street Maintenance Worker II	Pay Period	1,269.23	1,719.23
10	N	Water/Sewer Tech II	Hourly	15.87	21.49
10	***N***	***Community Activities Assistant (new-Council action 12/11/18)***			
15	N	Accounts Payable Clerk	Annual	$34,248.00	$45,712.00
15	N	Animal Control Officer	Monthly	2,854.00	3,809.33
15	N	Code Compliance Officer	Pay Period	1,317.23	1,758.15
15	N	Customer Service Clerk	Hourly	16.47	21.98
15	N	Help Desk Technician			
15	N	Municipal Court Clerk			
15	N	Permit Clerk			
15	N	Utility Billing Clerk			
15	N	Public Works Administrative Assistant			
20	***N***	***Community Activities Coordinator (eliminated-Council action 12/11/18)***			
20	N	Crew Leader-Maintenance **(Elimanate)**	Annual	$39,332.80	$53,886.00
20	N	Crew Leader-Parks	Monthly	3,277.73	4,490.50
20	N	Crew Leader-Street	Pay Period	1,512.80	2,072.54
20	N	Crew Leader-Water	Hourly	18.91	25.91
25	N	Building Inspector	Annual	$46,825.00	$64,150.00
25	N	Planning & Zoning Administrator	Monthly	3,902.08	5,345.83
			Pay Period	1,800.96	2,467.31
			Hourly	22.51	30.84
30	N	Staff Accountant	Annual	$48,068.80	$65,852.80
			Monthly	4,005.73	5,487.73
			Pay Period	1,848.80	2,532.80
			Hourly	23.11	31.66

FLSA Status E=Exempt, N=Non-Exempt

Lake Worth City Council Meeting – February 12, 2019

Agenda Item No. B.6

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

Item: Approve a Crime Control & Prevention District (CCPD) budget amendment for FY2018/2019.

Summary:

The CCPD budget for FY 2017/2018 included $90,000 for a new jail board. Instead of replacing the jail board, repairs were done at a total cost of $2,134. On July 10, 2018 City Council authorized reallocation of unspent jail board funding to a new in-car video system for patrol vehicles in the amount of $65,390 and the remaining balance of $22,476 for a dispatch remodel. The unused funding was recorded as Committed Fund Balance as of September 30, 2018.

The in-car video system installations were completed in November 2018, for a total cost of $56,060 (one less vehicle than anticipated). Staff is requesting that the in-car video system savings of $9,330 be added to the amount allocated for the dispatch remodel, making the remodel funding total $31,806. This budget amendment is to add unused jail board funding to the appropriate expense accounts and add Use of Prior Year Committed Fund Balance as the revenue source to offset the expenses.

Fiscal Impact:

Add $87,866 to CCPD budgeted revenues:

#108-4997-000-000	Use of Prior Year Committed Fund Balance	$87,866

Add $87,866 to CCPD budgeted expenses:

#108-0802-510-000	Equipment	$56,060
#108-0811-510-000	Building Improvements	$31,806

Attachments:

None

Recommended Motion or Action:

Approval of Crime Control & Prevention District budget amendment for FY 2018/2019.

Lake Worth City Council Meeting – February 12, 2019

Agenda Item No. B.7

From: Kelly McDonald, Purchasing Coordinator/Risk Manager

Item: Approve an Interlocal Agreement between the City of North Richland Hills and the City of Lake Worth and authorize the City Manager to execute same.

Summary:

Staff is requesting approval to enter into this Interlocal Agreement which offers benefits associated with cooperative purchases including, but not limited to:

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

Fiscal Impact:

There is no cost or liability for the City to enter into the agreement.

Attachments:

1. North Richland Hills Interlocal Agreement documentation

Recommended Motion or Action:

Move to approve the Interlocal Agreement between North Richland Hills and the City of Lake Worth and authorize the City Manager to execute same.

INTERLOCAL AGREEMENT
BETWEEN
CITY OF NORTH RICHLAND HILLS AND CITY OF LAKE WORTH

This Agreement made and entered into by and between the City of North Richland Hills, hereinafter referred to as “NRH”, and the City of Lake Worth hereinafter referred to as “COLW”.

Pursuant to the authority granted by the Texas Interlocal Cooperation Act {Article 4413 (32c) Vernon’s Annotated Texas Statutes} providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

NRH and COLW desire to enter into an Agreement for the purchase of goods and services from vendors selected through the competitive bidding process. Specifications for said items should be determined in cooperation with the final approval of the entity processing the bid.

The responsibility of each entity shall be as follows:

I.

NORTH RICHLAND HILLS

1. NRH shall be allowed to purchase goods and services from vendors who have been selected by COLW through the competitive bidding process. NRH will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.

2. All purchases will be within the specifications that have been agreed to. NRH shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.

3. NRH shall give a 30-day written notification to all participating agencies of any change or cancellation of participation.

4. The Purchasing Agent, shall be designated as the official representative to act for NRH all matters relating to this cooperative purchasing agreement.

II.

CITY OF LAKE WORTH

1. COLW shall be allowed to purchase goods and services from vendors who have been selected by NRH through the competitive bidding process of NRH. COLW will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.

2. All purchases will be within the specifications that have been agreed to. COLW shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.

3. COLW shall give a 30-day written notification to a participating agency of any change or cancellation of participation.

4. The Purchasing Coordinator, shall be designated as the official representative to act for COLW in all matters relating to this cooperative purchasing agreement.

This Agreement shall take effect upon execution by the signatories and shall be in effect from date of execution until terminated by either party with thirty (30) day written notice.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers.

CITY OF NORTH RICHLAND HILLS

By:_____
Mark Hindman
City Manager

Date:_____

ATTEST:

By:_____
Alicia Richardson
City Secretary

APPROVED TO FORM:

By: _____
Maleshia McGinnis
City Attorney

CITY OF LAKE WORTH

By:_____
Stacey Almond
City Manager

Date:_____

ATTEST:

By:_____
Monica Solko
City Secretary

APPROVED AS TO FORM:

By:_____
Drew Larkin
City Attorney

Lake Worth City Council Meeting – February 12, 2019

Agenda Item No. E.1

From: Sean Densmore, Director of Public Works

Item: Discuss and consider approval of Resolution No. 2019-02, adopting the Parks and Open Space Master Plan.

Summary:

The City Council approved a contract on October 9, 2017, with Kimley Horn and Associates to conduct and complete a comprehensive Parks and Open Space Master Plan. The last Park and Open Space Master Plan was completed in 2004. The city hosted two public meetings along with a survey to gather feedback and requests for additions for the Master Plan update. After the public meetings, Kimley Horn and staff compiled the information received and developed the Parks and Open Space Master Plan. The goal of the Mater Plan was to develop options that will allow the city to continue to provide its customers and residents the ultimate park experience.

The attached Park Master Plan provides concept plans for Reynolds, Telephone and Rayl Parks and (3) three alternative for Lake Worth Park. Staff has started meeting with the University of Arlington Capstone Team to develop a feasibility study along with opportunities for starting an internal Parks and Recreation Department. During the study period the Capstone team will provide the City Council with two updates throughout the process. The total study/analysis will take approximately 12 months to complete.

Staff is encouraged by the proposed Parks and Open Space Master Plan and formally recommend it to City Council for adoption.

Fiscal Impact:

N/A

Attachments:

1. Parks and Open Space Master Plan
2. Resolution No. 2019-02

Recommended Motion or Action:

Move to approve Resolution No. 2019-02 adopting the Parks and Open Space Master Plan.

RESOLUTION NO. 2019-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS APPROVING AND ADOPTING THE PARKS AND OPEN SPACE MASTER PLAN, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth last updated the Parks and Open Space Master Plan in 2004.

WHEREAS, on October 9, 2017, the City contracted with Kimley-Horn and Associates, Inc. to prepare a Parks and Open Space Master Plan for the City of Lake Worth; and

WHEREAS, Kimley-Horn and Associates, Inc. prepared a Report (the "Parks and Open Space Master Plan") providing for a Citywide Parks Master Plan of the existing parks system and future park system; and

WHEREAS, staff has reviewed the Parks and Open Space Master Plan and recommends to City Council that the same be adopted as the city's official Parks and Open Space Master Plan; and

WHEREAS, after consideration and review, the City Council finds that the Parks and Open Space Master Plan, which is attached hereto and incorporated herein as Exhibit "A," be approved and adopted as the city's official Parks Master Plan.

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

SECTION 1. That the Parks and Open Space Master Plan, which is attached hereto and incorporated herein as Exhibit "A," be, and the same is, hereby approved and adopted as the city's official Parks Master Plan as prepared by Kimley-Horn Associates, Inc.

SECTION 2. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

PASSED, APPROVED AND EFFECTIVE this 12th day of February 2019.

CITY OF LAKE WORTH

By:_____
Walter Bowen, Mayor

ATTEST:

_____
Monica Solko, City Secretary

Parks and Open Space Master Plan

For:

City of Lake Worth Texas

November 2018

Prepared By:

Kimley»Horn

Acknowledgments

City Council

Walter Bowen,	Mayor
Jim Smith	Place 1
Geoffrey White	Place 2
Sue Wenger	Place 3
Ronny Parsley	Place 4
Pat O. Hill	Place 5
Gary Stuard	Place 6
Clint Narmore	Mayor Pro Tem, Place 7

City Staff

Stacey Almond	City Manager
Sean Densmore	Director of Public Works
Mike Shelley	Public Works Superintendent - Water/Sewer & Parks

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- Opportunities
- Constraints

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  - Neighborhood Park
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- Public Meeting Feedback and Methodology of Implementation
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- Ultimate Parks Level of Service

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  - Lake Worth Park
  - Reynolds Park
  - Rayl Family Park
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- Exhibit 2 - Lake Worth Concept B
- Exhibit 3 - Lake Worth Concept C
- Exhibit 4 - Rayl Family Park
- Exhibit 5 - Reynolds Park
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- Public Meeting Notices
- Park Concept OPCC's

INTRODUCTION

Introduction

The Parks and Open Space Master Plan has been updated per the request of the City of Lake Worth in an effort to identify the state of the city's existing parks, inventory of undeveloped parks, analyze key connections for sidewalks throughout the city, and prioritize future improvements. The city has opportunities to capitalize on its proximity to Trinity Trails system, connect existing and future parks with greenbelts, and emphasize the community sports leagues. This plan outlines recommendations for future park improvements in order to enhance the quality of life for the city of Lake Worth's steady population.

The Master Plan was created to aid city officials and staff in determining a new initiative for its Parks since the sale of Fair Park for the development of The Home Depot in late 2000. Due to significant changes in the city's park land inventory, the Parks and Open Space Master Plan adopted in 2004 no longer supports the community's parks needs.

Planning Process and Methodology

In 2004, the City of Lake Worth developed a Parks and Open Space Master Plan to define guidelines as a means of developing future parks and trails. The planning document noted the city's future growth projections, analyzed the existing parks, and identified opportunities for the city's parks.

The 2019 Parks Master Plan focuses on the existing conditions inventory and community input gathered through meetings with staff and public meetings from 2018. The information collected from residents and community leaders helped identify the needs and desires for park improvements to existing facilities and utilizing open space for future park development.

In addition to identifying the needs of the community, a thorough inventory of the existing park facilities and potential land for future parks was conducted for the entire city limits. The inventory included amenities found in parks, neighborhoods, schools, and public spaces. This inventory was used to identify the areas best suited for future parks and trails so new amenities can be strategically distributed throughout the city.

Goal and Objectives

In an effort to guide the future growth of the parks system in the City of Lake Worth, the following goal was established based on the inventory of existing conditions and feedback from the community's needs assessment:

> ***Update existing parks to an elevated level of functionality while upholding maintenance; incorporate open space for recreation utilization across the community in order to capitalize on the unique features the city of Lake Worth has to offer.***

The following list of objectives are determined as essential in achieving this goal:

- Properly maintain existing parks.
- Properly landscape existing parks.
- Preserve open space.
- Coordinate recreational programs offered by leagues, associations and other organizations regionally within the city.

Vision Statement

The City of Lake Worth strives to improve the park system in such a way to expand growth; increase inclusiveness amongst the community; showcase the city's convenient location and amenities; and continue to be an attractive city for visitors and residents alike. Focusing on existing park improvement to set the stage for future park development and functionality.

Opportunities

Below is a list of opportunities and constraints for the current state of the park system and future park development:

- Two tracts of land dedicated for future community parks.
- Given the layout of the current existing park and future parks, the city is well balanced and covered regarding the park serving zones.
- Utilize open space areas for sport recreation fields expansion and sport court developments in order to serve the growing the demand for competitive events and practices. Two tracts of land dedicated for future community parks.
- Upgrade existing parks to attract all residents of the community from all age groups and ensure safety as a top priority.
- Create a brand for the park systems.
- Develop greenbelt systems and connectivity between parks.

Constraints

- Land acquisition due to limited open space throughout the city.
- Funding for all park improvements.
- Park connectivity throughout the city due to existing roadways or plans for future roadway expansions.

Telephone Park, Future Community Park

Charbonneau Park, Community Park

Hodgkins Park, Neighborhood Park

HISTORY OF LAKE WORTH

History of Lake Worth

The history of Lake Worth as an organized community begins with Mr. Jim Hodgkins, who purchased and farmed 240 acres in 1906. Mr. Hodgkins realized a potential market with the construction of Lake Worth by the City of Fort Worth. With this in mind, he opened Hodgkins' Trading Post in 1915. Hodgkins' Trading Post was notable for two things; it was the local grocery store and it housed the only telephone in the area. Mr. Hodgkins served as the deputy under the constable in Azle, resulting in his nickname, "Judge." Construction on Lake Worth began in 1908 and finished in 1914. It was built to serve the City of Fort Worth's water supply. In 1934, Eagle Mountain Lake was created to the North of Lake Worth.

During these early years, Lake Worth had few residents and no schools. According to local history, Mr. Hodgkins took it upon himself drive the children to a school in the Rosen Heights Independent School District. In 1923, Lake Worth village received the donation of a one-room store from Mr. Hodgkins on Hodgkins Road off Jacksboro Highway to start their own school system. The first teacher was Miss Betty Singleton. At the time, many new residents were moving into the Indian Oaks subdivision and a second teacher was added in 1925. The school then moved to another location to serve it 57 pupils. In 1928, Miss Singleton passed away and Miss Effie Morris was hired and became the new teacher.

Nineteen twenty-seven became a year of significance to the village of Lake Worth. It brought the grand amusement park, Casino Park, to the western shores of Lake Worth across from the village of Lake Worth. The amusement park burned down the following year, but was rebuilt and operational by 1930. Lake Worth was in its heyday during the 1930's while the rest of the country was suffering from the Great Depression. Jim Hodgkins turned the operation of his country store along with the Coconut Grove over to his two sons and grandson in 1937. Hodgkins store as well as the Coconut Grove continued to operate as a Hodgkins family owned enterpirse well into the 1960's. This action was the beginning of conveying individual parcels of land to his children and dividing the original 240 acres purchased by the family in 1906. By 1940, the heyday was over. The boardwalk at Casino Park collapsed, causing many injuries and torn down the following the year. The Depression era economy had finally taken its toll on the area and the ensuing war mind-set discouraged young men and women from partaking in the nightlife being offered in the area.

One vestige of Casino Park remained intact for the next 35 years, the Casino Park Ballroom. In the 1940's and 1950's, many of the big bands played there and the Ballroom was subsequently increased to a size of 31,000 square feet to accommodate the patrons. As rock and roll emerged on the musical landscape, attendance of the ballroom declined. It hung on valiantly, but finally closed its doors and demolished in 1975.

Growth in the village of Lake Worth stagnated until the early 1980's until commercial growth occurred along Jacksboro Highway. In the last 1990's, Lake Worth began to see an increase in economic and residential development, a trend that City is enjoying to this day.

Lake Worth Area Museum

INVENTORY AND ANALYSIS

Inventory and Analysis

In order to properly analyze the existing conditions of the parks located in Lake Worth, an inventory map and list of available amenities was created. The parks have been categorized by type to define their individual contributions to the community. This will distinguish which amenities will be the most fitting for the different park developments.

Park Types: Public

Public parks are available to the general public and provide the community with a space beneficial for enjoying natural views, social events, recreational activities and educational opportunities. Public parks are typically managed by a municipality or government agency and often composed of open space, a form of playground amenity, recreational feature, and designated walking space. These parks offer unique elements drawing people into their environment. The greatest volume of users for these parks typically fall within a one mile radius due to its accessibility, as shown in Figure 1: Existing Parks and Serving Zones Map. With a one mile services radius a park can be accessed, at its furthest extent, in about a three minute drive or twenty minute walk.

Community Park and Regional Park

Community parks and regional parks are available to the public and function as a green space citizens can use for a wide variety of purposes. They can serve as gathering spaces for social events, educational purposes, and areas for passive and active recreation. These parks vary in size from 3-30 acres and usually offer a wider range and greater number of amenities when compared to other parks.

Lake Worth Park, Regional Park

Neighborhood Park

Neighborhood parks are smaller public parks usually ranging from 0-3 acres in size. These parks offer fewer amenities than community parks but their close proximity to neighborhoods is ideal for convenient access to neighboring residents. Since these parks area usually intended for people living in close proximity, parking can be limited or a constraint.

Hodgkins Park, Neighborhood Park

Grandlake Park, Neighborhood Park

Existing Parks Inventory

Public Parks

Lake Worth Park, Regional Park

- 29.5 acres
- Covered Picnic Tables
- Playground
- Football Field
- Baseball Field
- Softball/T-Ball Field
- Concession Stand Building
- Walking Trail (0.5 mile)
- Skate Board Park
- Parking Lot
- Open Space/Practice Fields

Lake Worth Park, Regional Park

Charbonneau Park, Community Park

- 3.48 acres
- 30 ft. covered pavilion with 4 picnic tables
- Wrought iron fence along Charbonneau Road
- Access to existing creek
- Fitness stations
- Open space
- Environmental education spaces/activities
- Asphalt parking lot, 1 accessible parking space, 4 standard parking spaces
- Access to Senior Center, Public Library, and Lake Worth Museum

Charbonneau Park, Community Park

Rayl Family Park, Community Park

- 3.4 acres
- Covered Picnic Tables
- Small Walking Trail
- Pond
- Playground
- Benches
- Grills
- Open Space
- Parking Lot, 1 accessible parking space, 6 standard parking spaces

Rayl Family Park, Community Park

Hodgkins Park, Neighborhood Park

- 2.13 acres
- Picnic Tables
- Playground and swing set
- Charcoal grills
- Large covered pavilion
- Creek separates site
- Large parking lot

Hodgkins Park, Neighborhood Park

Reynolds Park, Neighborhood Park

- 3.74 acres
- Covered pavilion
- Playground
- 2 practice baseball fields
- Parking lot, 2 accessible parking spaces, 17 standard parking spaces

Reynolds Park, Neighborhood Park

Grandlake Park, Neighborhood Park

- 1.37 acres
- Half court basketball court
- Playground
- Charcoal grills
- Picnic tables
- 1 accessible parking space
- On-street parking
- ADA accessible sidewalks
- Open space

Grandlake Park, Neighborhood Park

Keenum-Shelton Dog Park, Neighborhood Park

Keenum-Shelton Dog Park, Neighborhood Park

- 1.34 acres
- Large dog park
- Small dog park
- Shade structure with tables
- Water fountain
- Benches
- Litter receptacles
- Pet waste stations
- Obstacle courses
- Open space
- Parking lot, 1 accessible parking space, 5 standard parking spaces

Navajo Park, Neighborhood Park

Navajo Park, Neighborhood Park

- 0.45 acres
- Half basketball court
- Playground
- Charcoal grills
- Picnic tables
- On-street parking

Senior Center and Veteran's Memorial Plaza, Neighborhood Park

Senior Center and Veteran's Memorial Plaza, Neighborhood Park

- 3.4 acres
- Large parking lot
- Sidewalks
- Library access and museum access
- Access to Charbonneau Park
- Benches
- Bike rack

Parks Analysis Overview

Public Parks

The city's public parks, though varied in size and amenities, all serve the community and visitors by providing spaces to be utilized for various activities. However, since the only regional park is strategically placed for visibility and easy accessibility purposes, this limits access to residents who live toward the outer western and southern edges.

Lake Worth Park is a 29.5 acre park offering a variety of amenities including athletic fields, event spaces, leisure, active and passive recreational activities, and targeted user spaces. Its location is ideal for holding city-wide gatherings and regional sporting events. The park offers features not offered in most other parks throughout the city including restrooms, a concession building, multi-use sport fields, walking/running trail, parking lot, skate park, playground, and covered seated pavilions. This park is dedicated for all users, but mainly directed towards competitive sports play and practice play.

There are four existing community parks available to the general public, two of the park sites are developed and two of the park sites are dedicated to expand the park systems in the future. Telephone Road Park and Lakeside Park are planned for development to bring new amenities to the City of Lake Worth and help alleviate the usage on existing parks.

Rayl Family Park, Reynolds Park, and Telephone Park are distinct and located to serve the residents of Lake Worth from a community park and neighborhood park stand point. These parks are situated in a manner to become a greenbelt for the City of Lake Worth. Telephone Park is dedicated as a 7.78 acre future park, but will bring unique amenities to the park system with additional practice fields for local sports leagues and an amphitheater for shows, concerts, plays, and social events. Provided a continuous and safe connection within and between these parks will allow ample usage amongst residents and visitors throughout the year.

Connection from Rayl Park to Reynolds Park

Rayl Family Park, Community Park

Lakeside Park is a 3.52 acre future park nestled north of Azle Avenue between Hodgkins Park and Grandlake Park. Currently, Hodgkins and Grandlake serve the residents north of Azle Avenue, but are separated by existing businesses and homes. The residents central to these parks do not have a park serving their zone, reference Figure 1: Existing Parks and Serving Zones Map. Lakeside Park will bring all the amenities of a community park north of Azle Avenue amongst existing Neighborhood Parks.

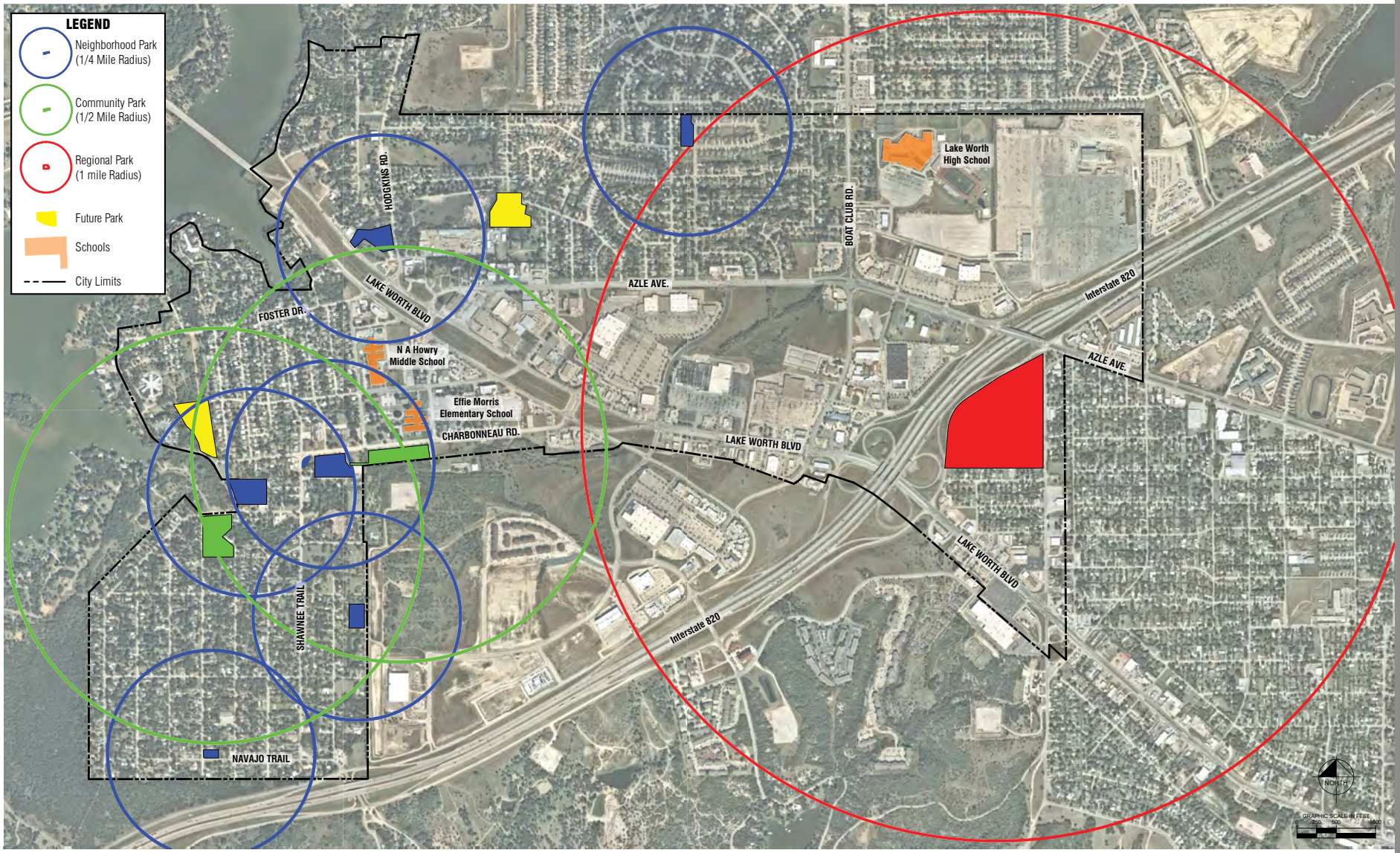


Figure 1: Existing Parks and Serving Zones Map

CITY OF LAKE WORTH
EXISTING PARKS AND SERVING ZONES MAP

Lake Worth, TX

City of Lake Worth Texas

Kimley»Horn

January 2018

Existing Parks Level of Service

The following Parks are currently developed and in use within the City of Lake Worth. Each park is listed along with its estimated platted lots within its service area, the estimated population within that service area, and the Level of Service (LOS) ratio. The National Parks and Recreation Service uses a standard LOS of 10 acres of park land per 1,000 population. Though considered a standard, this ratio should not be considered as the ultimate benchmark for a city when planning its parks system. Many communities find that their citizens are happy with a somewhat lower level of service area, while others may desire even more area.

Community Park and Regional Park

Community parks and regional parks are intended to serve a broader range of activities and users. The idea is to attract visitors throughout the community and outside the city. These parks tend to have more specialized or focused activities; targeted sport or recreational activities; and open space. Lake Worth Park is primarily utilized by the Lake Worth Youth Association for baseball, football, and soccer games. For this reason, the park serves on a regional basis when hosting tournaments with youth associations from other cities. Charbonneau Park and Rayl Family Park are larger in size and provide several of the amenities described above. The community parks and regional park provide several opportunities for community involvement.

Lake Worth Park, Regional Park

Rayl Family Park, Community Park

Neighborhood Park

The City of Lake Worth has many neighborhood parks due to their specific locations and ability to serve as the center for the neighborhood. Ideally, these parks provide spaces for active and passive recreation; accommodate a variety of age groups; and create a sense of place by utilizing the qualities of the neighborhood. Most of the neighborhood parks within the city have themes or provide an attraction for the specific neighborhood it resides.

Keenum-Shelton Dog Park, Neighborhood Park

Figure 1: Existing Parks and Serving Zones Map on the previous page graphically depicts the areas served by each of the existing parks and the ideal location for future parks.

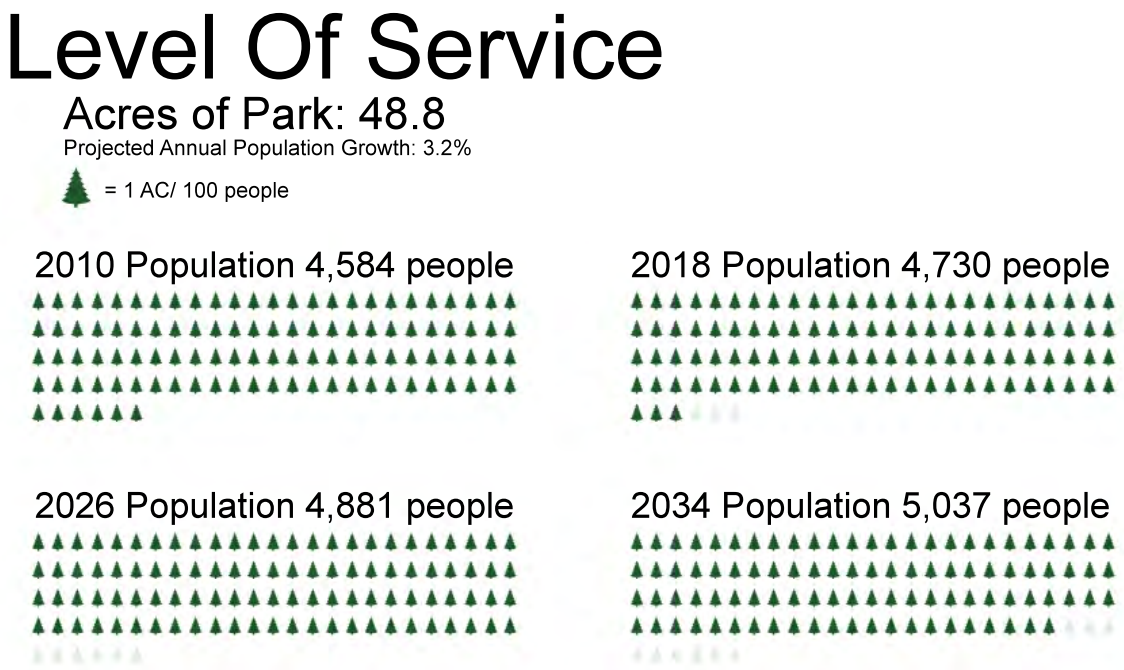
Ultimate Parks Level of Service

Calculations were performed to determine the ultimate LOS for the City of Lake Worth once the current inventory of undeveloped parks is developed and in use. Since the city is mostly developed and only small pockets of land remain for residential development, these LOS calculations were performed using the total parks acreage and population over several time periods as opposed to making assumptions on when and where undeveloped pockets of land would be developed for residential use.

Year	Area	Population	Level of Service
2010	53.68 ac	4,584	11.5 ac/ 1,000 pop.
2015	53.68 ac	4,680	11.1 ac/ 1,000 pop.
2018	53.68 ac	4,730	10.0 ac/ 1,000 pop.
2020	53.68 ac	5,577	9.6 ac/ 1,000 pop.

1. Population from "2018 Current Population Estimates", NCTCOG, 2018

2. Interpolated from NCTCOG population data



NEEDS ASSESSMENT

Needs Assessment

From 2017-2018, input was collected from city staff and residents as a part of the park improvement concept plan development to identify which elements of the city's existing parks and future parks would be the most desired as development occurs throughout the community. Multiple topics were discussed at all public meetings, but the attention of this needs assessment is directed towards recreational activities, existing conditions, and park needs.

Initial City Meeting

The focus during the initial city meeting in December 2017 was to discuss existing park features and undeveloped land opportunities for future park locations throughout the City of Lake Worth and provide means of interconnecting the city through the park system. At the meeting, city staff identified the need for future parks to align with the city's growth and heavily utilized park system by residents and visitors alike. Expanding the park system and improving the existing parks would achieve a cohesive community environment and accommodate the need to expand sport league games and practices. The focus for improvements determined by city staff and feedback from residents fell on Lake Worth Park, Rayl Family Park, Reynolds Park, and Telephone Park.

Due to the city's population growth since the development of the previous Parks Master Plan, collecting an updated inventory of existing parks and existing park amenities within the city's boundaries was determined the first step and highly encouraged by city staff. City staff wanted to identify available amenities throughout the city in order to determine where partnerships with future development needs to occur. Identifying these potential partnerships provide an outlet to expand and improve existing parks and construct new parks throughout the city.

Public Meeting, Project Kick-Off, January 2018

During initial conversations, city staff brought up the idea of connecting the city's parks system with the Trinity Trails in the City of Fort Worth. This would allow residents from the City of Lake Worth to utilize the existing trail system within Fort Worth without the hassle of driving and parking to a location. This connection would spur the movement to improve connectivity amongst the existing parks and future parks.

Improving the park connections within the community will start with the greenbelt corridor of parks including Rayl Family Park, Reynolds Park, and Telephone Park. The park improvements and future park development will provide an environment for all users to enjoy and access safely. Connections amongst these three parks will trigger improved and wanted need for connectivity amongst the existing parks within the city. A second means of connectivity is to utilize the roadways and develop them to be shared use corridors that safely move vehicular, bicyclist, and pedestrian traffic from one facility to another facility.

Community Input

One of the best resources in developing this document came from the residents and city staff input. As part of the plan to collect the opinions of the community, several meetings with the city were held and a couple public outreach meetings were held to discuss the state of the existing parks from the resident's perspective.

Public Meeting #1 - January 2018

In order to relay the information during the meeting with city staff, a public presentation was held to engage Lake Worth residents for feedback concerning the public parks. During the presentation, a survey was conducted asking residents in attendance how often they visited each existing park and amenities used at each park. This information was created in a paper survey format for all residents unable to attend the meeting, but willing to participate. In addition to the existing park system, citizens were requested to provide feedback on potential trail connections to the city of Fort Worth Trinity Trails from Lake Worth city limits.

Greenbelt park system - Connectivity

Citizens requested updated amenities and additional features to the parks including lighting; restroom facilities at all parks; water fountains; food truck park; tennis courts; basketball courts; enhanced landscaping; shaded structures for existing playground and pavilions; grills; and a venue for concerts. The regional park, Lake Worth Park received quite a bit more feedback than others due to its significance and highly used state compared to the other parks within the city. Most of the feedback received from residents included the dated equipment, style, and overall aesthetic of the park. Many responses regarding the trail system improvements

Interest in adding aquatic facilities such as a swimming pool and splash pad were discussed amongst the group. Some participants encouraged the idea of a splash pad within park playground spaces and becoming a destination for future park development.

Master Plan Meeting - April 2018

Given the feedback from the first public meeting, comments from residents were discussed and the monetary means for funding the requested improvements were discussed. It was important for the city to have a firm understanding of the costs associated with desired improvements from the citizens. Reviewing and determining the ultimate cost for the proposed improvements to meet the needs of residents was developed and provided in order to prepare concept plans for Lake Worth Park, Rayl Family Park, Reynolds Park, and Telephone Park.

Concept Plan Development - April 2018-August 2018

Narrowing the improvements for the city parks system posed a challenge, but focusing on the immediate needs and wants from public input created a starting point for conceptual design. A high need for improvements to the only regional park of the city seemed the most appropriate after analyzing all existing park facilities. Due to some recent improvements to Lake Worth Park, the city wanted to propose three different concept plans depicting unique improvements to each plan.

The first concept showing a complete remodel of the entire site with an ideal fourplex option for baseball and softball along with two additional practice fields for both sports; new and expanded parking lot to accommodate visitors; new football field alongside a multi-purpose field; and sitting at the core of the site a food truck park with covered playground and seating for events. Concept B maintains all existing fields, but proposes a fourth baseball field at the southeast corner of the property. A new covered playground and trail extend around the property with areas of respite and seating. The last concept for Lake Worth Park includes features from both concept A and concept B. Features of this plan include keeping the existing football field and skatepark, but adding a baseball/softball fourplex to the southwest; two additional fields for football and soccer/intramural games at the southeast corner of the site; resurfacing, restriping, and reconfiguring the existing parking lot off the access road; new covered playground adjacent to a large pavilions with seating; and a brand new parking lot at the north end of the site for overflow parking or for visitors utilizing the trails. All three concepts include additional restroom and concession buildings for the influx of users to the park during events.

Lake Worth Park, Concept A

Lake Worth Park, Concept C

Initiating the need for connectivity throughout the cities park system, three park sites were identified due to their current location, size of space, and capability of improvements to relieve other major parks in the city. Located on the western edge of the city, Rayl Family Park, Reynolds Park and the future Telephone Park are the prime candidates for creating a greenbelt for the city.

Per city staff comments and feedback from the public, Rayl's improvements include closing off a local roadway in order for the park to encompass the property at its entirety; proposing a new parking lot at the north end of the site and parallel parking along Pueblo Trail; extending the pond for drainage improvements, but also for fishing events; providing shaded playground structures accommodating all ages; new shade structure with restroom facility; and a trail connection to the north providing a safe route to Reynolds Park.

Reynolds Park will house brand new practice baseball facilities; looped trail; new shaded playground structures adjacent to a shade structure with restroom facility; and new parking along Marina Drive and Charbonneau Road. At the northwest corner of the site, a crosswalk will be implemented

to encourage users to visit Telephone Park in a convenient and safe manner.

Telephone Park is an open space lot planned to be incorporated into the park system for the city. This piece of property will create the third park development for this greenbelt and park connectivity. Given the space of this tract, this park will house a soccer/football field and practice baseball field; a looped trail; a parking lot at the north end of the site and parking along Marina Drive; a shaded playground adjacent to a pavilion with seating and new restroom/concession; and since this park sits so close to the lake, a proposed amphitheater seating and pavilion allow for views of the lake and an area for events, plays, or concerts.

Incorporating the topics discussed from the initial public meeting, master plan meeting, and concept development meeting led to final concept design to present to the public. Taking the needs of residents and showing the updated park plans shows a city willing to accommodate and incorporate the public input for improvements to their city.

Public Meeting #2 - August 2018

With approval from city staff, all concept plans were presented to residents to gather feedback on the amenities each plan offers. A presentation showcasing the incorporation of their requests and needs was needed to move forward with the Master Plan update. It was important to highlight the associated costs for the proposed improvements to emphasize the monetary value and necessary steps to be taken in order for the improvements to be constructed. Discussions during a question and answer session with the city regarding the focus of park upgrades was held at the end of the presentation.

Lake Worth Veterans Memorial, Senior Center

Lake Worth Senior Center

Park Needs

After completing the site inventory and reviewing the city's parks, development trends, and natural features, the following minimum standards for recreational amenities was developed. The basis for calculations were collected from the findings in the previous Park Plan, Comprehensive Plan, and the National Recreation and Park Association (NRPA). The NRPA is the most widely accepted and used standard for parks developments across the United States. For this section, the NRPA standards are used a guide to determine park acreage per population as well as recreational amenities per population. The chart below lists the suggested park and trail amenities per capita to account for the needs of the projected populations.

Amenities Needed in the City of Lake Worth				
	Recommended	**Existing Parks**	**Needs (2020)**	**Needs (2050)**
Total Park Land	10 ac / 1,000 population	60 ac	80 ac	100 ac
Regional Park		29.5 ac		
Community Park		6.88 ac	11.3 ac	
Neighborhood Park		12.43 ac		
High Priority				
Multi-Use Grass Fields (Soccer, Lacrosse, Youth)	1 / 3,000 population	1	2	1
Restroom Facilities	1 / 10,000 population	1	5	8
Shade Structures	1 / 3,000 population	8	12	20
Swimming Pools	1 / 50,000 population	0	0	0
Baseball/Softball Fields	1 / 4,000 population	5	8	10
Splash Pads	1 / 10,000 population	0	1	2
Themed Playgrounds	1 / 4,000 population	0	5	8
Medium Priority				
Basketball Courts	1 / 5,000 population	1	5	18
Tennis Courts	1 / 4,000 population	0	2	4
Passive Sport Facilities (Pickleball, Shuffle Board, Horseshoe Pits, Shot Put)	1 / 5,000 population	0	2	4
Dog Parks	1 / 30,000 population	1	0	1
Community Centers	1 / 50,000 population	1	0	0
Low Priority				
Amphitheater	1 / 50,000 population	0	1	0
Skate Parks	1 / 75,000 population	1	0	1

Summary of Needs Assessment

The following list summarizes the needs assessment.

Parks

- Improve existing facilities throughout Lake Worth Park and incorporate new facilities to accommodate the heavy utilization of the park.
- Provide shade for all playground structures - existing and proposed.
- Upgrade existing sports fields and develop additional fields for internal and external league usage.
- Develop parks to include modern and updated aspects in hopes of drawing in younger users.
- Incorporate specialized public spaces that engage citizens of all ages including splash pads, amphitheater, pavilions, food truck areas, and shaded seating areas.
- Propose more site furnishings in parks such as benches, drinking fountains, trash and recycling receptacles, and picnic stations.
- Increase the park system with new parks and ensuring each type of park is accommodating the appropriate serving zone.

Telephone Park, Community Park (Future)

Grandlake Park, Neighborhood Park

PRIORITIES AND BUDGET

Priorities and Budget

Park Recommendations

After reviewing the existing conditions and analyzing available land, potential sites were selected as future parks and decisions were made on upgrades and improvements to existing parks. These future parks are located on Figure 1: Existing Parks and Serving Zones Map.

Lakeside Park, Community Park

Lakeside Park, Community Park

Existing Park Recommendations

As of 2018, the city is still in the planning and conceptual design phase. To complete all the designed master plan elements in the park system, additional funds will need to be obtained. Future improvements to be included in existing park updates include additional parking; recreational sport fields; new shaded playgrounds; new restroom facilities and concession facilities; open space for active and passive recreation; spaces for targeted events within the community; lighting improvements; area of respite; and pavilions. These new features will help meet many recreational needs of the community and provide enhanced park experiences.

Lake Worth Park is a successful recreational and sports field venue park, but also utilized for its trails, playground, and skate park. The increase of youth and adult recreation leagues around the metroplex has increased the use of Lake Worth Park for competition and competitive functions. The available land creates an opportunity to expand the recreational fields and accommodate the users to the park with additional parking. Upgrading the playground structure and adding large pavilions will create a welcoming atmosphere for competitors and observers.

1-5 Year Park Recommendations

A high priority in expanding the city's park system is to focus on land for additional parks. Currently, two vacant properties located at the west edge of the City and centrally located in the city would provide two additional community parks for the city of Lake Worth. These parks have potential to be developed within the next five years.

The first future park is Telephone Park located north of Reynolds Park. This park is approximately 7.6 acres and is proposed to serve the additional practice and competitive needs for sports leagues within the city; open space for passive or active recreation activities; new restroom and concession facility; shaded playground and pavilion for seating; ample parking; and amphitheater with pavilion for city functions or community events.

The second future park is Lakeside Park and covers approximately 4.2 acres. This park will help serve residents living on the north side of the city. It is located between Hodgkins Park and Grandlake Park fulfilling the need for a park between the existing parks. The exact amenities for this site have not been determined, however it was identified in the public meetings residents would like multi-purpose fields and courts; updated and shaded playground facilities; areas for food trucks; specific function amenities like an amphitheater or splash pad; and shaded pavilions. After reviewing the amenities needed for the city, this site would suitable for multi-purpose courts; a trail with shaded seating; new playground; shaded pavilion; and splash pad.

5+ Year Park Recommendations

The City of Lake Worth should continue developing and improving the existing park system and continue with park land acquisition in an effort to expand the park network and better serve the growing population.

Navajo Park, Neighborhood Park

The city should develop newly acquired park land into community parks and neighborhood parks with a focus on providing multi-use sports fields; playgrounds; sport courts including tennis courts or pickle ball courts; targeted function amenities; parking improvements and parking expansion; and any additional park amenities as noted in the recommendations and priorities listed below.

In planning for the development of the 1 to 5 year and 5+ year recommendations, the city of Lake Worth should incorporate park development costs into the annual budget and identify additional grants and funding opportunities in order to achieve the recommendations included in this document.

Park Priorities

In order effectively plan and construct future parks and amenities, an outline of prioritized recommendations is listed below:

1-5 Years:

Priority #1 - Improve existing facilities and amenities in Lake Worth Park.

Priority #2 - Implement park development that is consistent with the city's overall plan for the park system and follows the overall Parks Master Plan.

Priority #3 - Acquisition of land for future park use and development.

Priority #4 - Develop a park site to include multi-use sport fields and sport courts.

Priority #5 - Develop a park site to include unique amenities and targeted functions suitable for the community such as splash pad, playgrounds, amphitheater, food truck park, and security measures including lighting.

Priority #6 - Develop a park site to include rentable structures such as large covered pavilions.

Priority #7 - Develop a park site to include a space for events and additional parking.

5+ Years:

Priority #8 - Acquisition of park land and open space in order to continue growing the park system.

Priority #9 - Develop multi-purpose sport fields.

Priority #10 - Develop additional restroom facilities and shade structures in parks.

Priority #11 - Develop additional youth recreational activities.

Priority #12 - Develop additional sport courts including tennis courts and pickle ball courts.

Priority #13 - Develop additional facilities.

Rayl Family Park, Community Park

Budget

Estimating Cost of Implementation

The costs below represent typical costs for general park improvements and are intended to provide a guide for planning the development of future parks and upgrades to established park facilities. As part of the park development plan, the city should obtain a site specific conceptual plan and estimated project based on the current market conditions.

Parks

Lake Worth Park Concept A Budget: $10,310,000

- Parking Lot
- Playground with shade
- Sport Fields (Football, Baseball, Softball)
- Concession and Restroom Building
- Fencing
- Lighting
- Maintenance Building
- Pavilion
- Concrete sidewalks

Lake Worth Park Concept B Budget: $4,050,000

- Parking Lot
- Playground with shade
- Sport Field (Baseball)
- Existing Field updates
- Concession Building
- Lighting
- Maintenance Building
- Pavilion
- Concrete sidewalks

Lake Worth Park Concept C Budget: $8,820,000

- Parking Lot
- Playground with shade
- Sport Fields (Baseball, Softball)
- Press box/Storage/Restroom Building
- Fencing
- Lighting
- Maintenance Building
- Pavilion
- Concrete sidewalks

Rayl Family Park Budget: $1,960,000

- Parking Lot
- Concrete sidewalks
- Playground with shade
- Prefabricated bridges
- Pavilion
- Pond restoration allowance
- Lighting
- Furnishing allowance

Reynolds Park Budget: $2,100,000

- Parking Lot
- Concrete sidewalks
- Playground with shade
- Pavilion
- Practice Baseball/Softball fields
- Bleacher
- Field lighting
- Lighting

Telephone Park Budget: $2,370,000

- Parking Lot
- Playground with Shade
- Pavilions
- Amphitheater
- Sport fields (Football & Baseball)
- Lighting
- Furnishing allowance

Integrated Planning Efforts

The planning efforts for this Parks Master Plan were reviewed with city staff and presented at community workshops and city staff meetings. As the City of Lake Worth develops parks throughout the city, the Comprehensive Plan should be reviewed in conjunction with the Parks Master Plan to ensure they remain cohesive.

Funding Sources

In order to fund these various improvements, the City of Lake Worth has an opportunity to reach out to a number of supporting grant sources and programs. Possible sources for funding opportunities are listed below:

NCTCOG's Mobility 2035

Texas Parks and Wildlife Grants

Texas Department of Transportation

Federally funded programs

Federal Transportation funding sources

Community Redevelopment Block Grants (CDBG)

Private donation partnerships

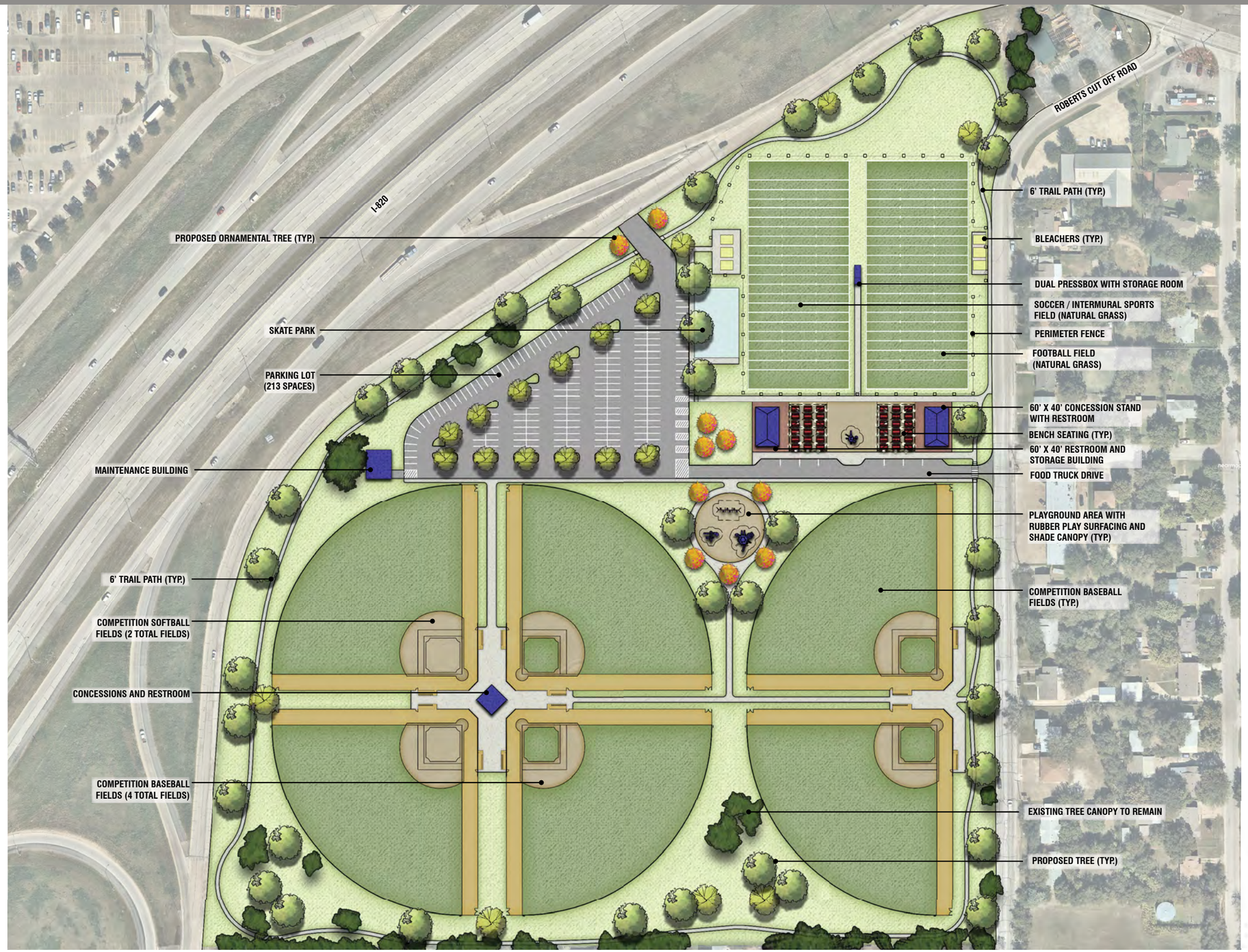
Lake Worth Park, Existing football field

Grandlake Park, Existing trail and areas of respite

Lake Worth Park, Existing trail

Lake Worth Senior Center, Brick dedication walk

APPENDICES

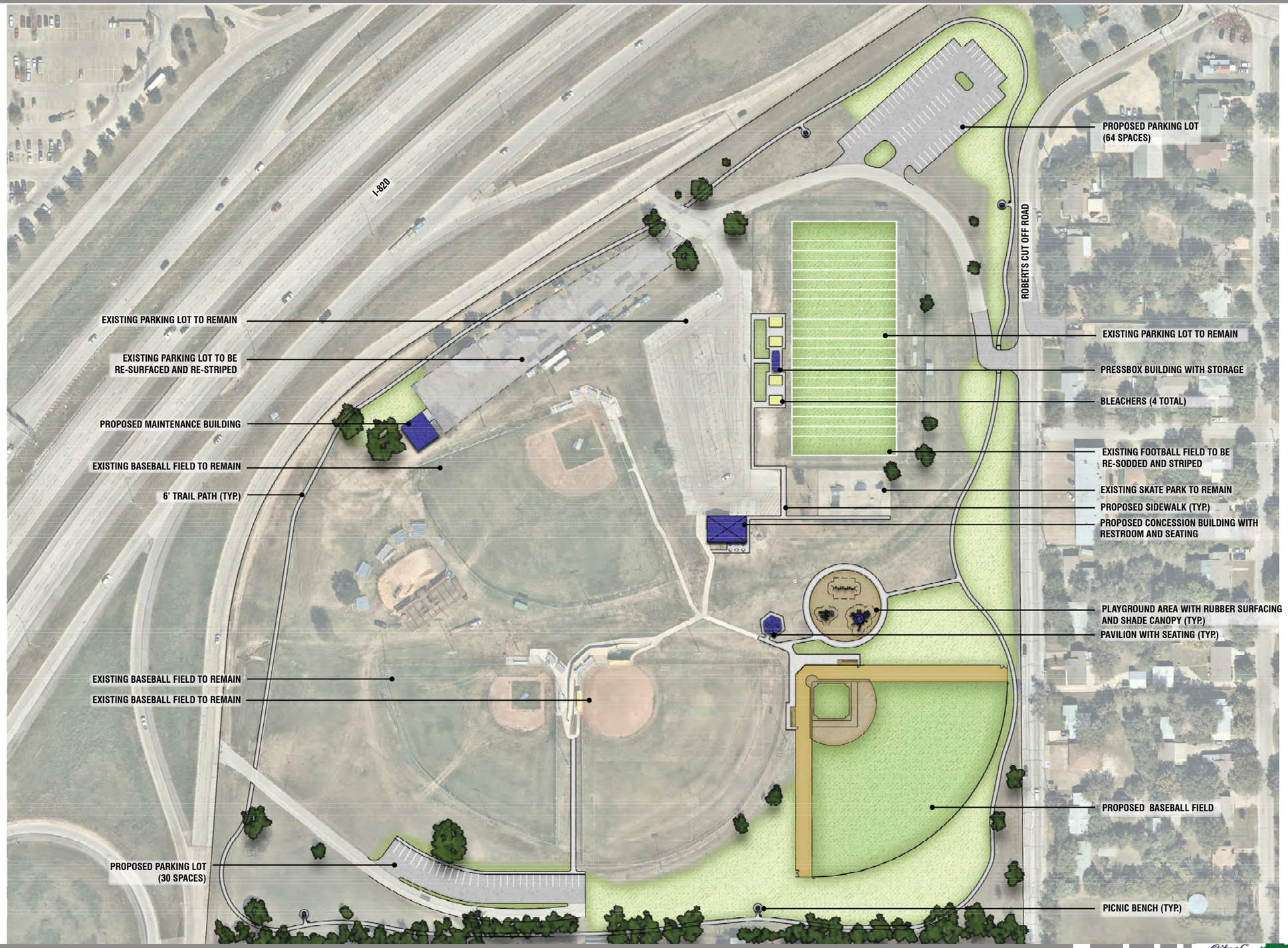


CITY OF LAKE WORTH

LAKE WORTH PARK CONCEPT PLAN A

Lake Worth, TX

May 2018



CITY OF LAKE WORTH
LAKE WORTH PARK CONCEPT PLAN B

Lake Worth, TX

May 2018

CITY OF LAKE WORTH
LAKE WORTH PARK CONCEPT PLAN C

Lake Worth, TX

Kimley»Horn
May 2018

CITY OF LAKE WORTH
RAYL FAMILY PARK CONCEPT PLAN

Lake Worth, TX

MAY 2018

CITY OF LAKE WORTH
REYNOLDS PARK CONCEPT PLAN

Lake Worth, TX

MAY 2018

CITY OF LAKE WORTH
TELEPHONE PARK CONCEPT PLAN

Lake Worth, TX

MAY 2018

CITY OF LAKE WORTH
Parks and Recreation

Inviting all residents to join us at the Lake Worth Multi-Purpose Center for public discussion and input regarding the citywide parks master plan.

WHAT: Parks Master Plan Update

WHEN: Tuesday January 30, 2018

WHERE: Lake Worth Multi-Purpose Center
7005 Charbonneau Road
Lake Worth, Texas

TIME: 6:00 PM - 7:00 PM

LAKE WORTH, TEXAS

Kimley »Horn

CITY OF LAKE WORTH
Parks and Recreation

Inviting all residents to join us at the Lake Worth Multi-Purpose Center for public discussion and input regarding the citywide parks master plan.

WHAT: Parks Master Plan Update

WHEN: Monday August 6, 2018

WHERE: Lake Worth Multi-Purpose Center
7005 Charbonneau Road
Lake Worth, Texas

TIME: 6:00 PM - 7:00 PM

LAKE WORTH, TEXAS

Kimley »Horn

CITY OF LAKE WORTH PARKS MASTER PLAN UPDATE – Survey

We are interested in hearing from you about what you would like to see in the Lake Worth parks.

Please fill out this brief survey. Your feedback is important to us!

Which park do you visit most often?

- ☐ Charbonneau Park
- ☐ Grand Lake Park
- ☐ Hodgkins Park
- ☐ Keenum-Shelton Dog Park
- ☐ Lake Worth Park
- ☐ Navajo Park
- ☐ Rayl Family Park
- ☐ Reynolds Park
- ☐ Senior Center & Veterans Memorial Park

How often do you visit each park?

	Once a week	Twice a week	More than twice a week	Never
Charbonneau Park				
Grand Lake Park				
Hodgkins Park				
Keenum-Shelton Dog Park				
Lake Worth Park				
Navajo Park				
Rayl Family Park				
Reynolds Park				
Senior Center & Veterans Memorial Park				

What amenities do you use while visiting Charbonneau Park?

- ☐ Fitness Stations
- ☐ Pavilion
- ☐ Trail
- ☐ Open Space

What amenities do you use while visiting Grand Lake Park?

- ☐ Playground
- ☐ Trails
- ☐ Basketball Court
- ☐ Benches

What amenities do you use while visiting Hodgkins Park?

- ☐ Playground
- ☐ Pavilion
- ☐ Picnic Tables

What amenities do you use while visiting Keenum-Shelton Dog Park?

- ☐ Obstacle Courses
- ☐ Pavilion
- ☐ Benches
- ☐ Open Space

What amenities do you use while visiting Lake Worth Park?

- ☐ Trails
- ☐ Sports Fields
- ☐ Playground
- ☐ Pavilion
- ☐ Skate Park
- ☐ Open Space

What amenities do you use while visiting Navajo Park?

- ☐ Playground
- ☐ Basketball Court
- ☐ Sidewalk/Trails
- ☐ Seating/Benches
- ☐ Grill

What amenities do you use while visiting Rayl Family Park?

- ☐ Trails
- ☐ Playground
- ☐ Grills
- ☐ Picnic Tables
- ☐ Open Space

What amenities do you use while visiting Reynolds Park?

- ☐ Playground
- ☐ Sports Fields
- ☐ Pavilion with Benches
- ☐ Open Space
- ☐ Parking Lot

Do you use the Trinity Trails?

- ☐ Yes
- ☐ No

Would you use a Trail connection from the City of Lake Worth to the City of Fort Worth?

- ☐ Yes
- ☐ No

What additional amenities would you like to see in the Parks system in the City of Lake Worth?

Kimley»Horn

Lake Worth Park Improvements - Concept A
Lake Worth, Texas

Opinion of Probable Construction Costs (Concept) ***6/6/2018***

Item	Unit	Quantity	Cost	Item Cost
Mobilization	LS	1	$200,000.00	$200,000.00
Site Prep / Demolition	LS	1	$125,000.00	$125,000.00
Parking Lot (Concrete)	SF	110,250	$8.00	$882,000.00
Concrete Sidewalk	SF	80,300	$6.00	$481,800.00
18" Curb and Gutter	LF	3,450	$15.00	$51,750.00
Playground Underdrain System	LF	300	$15.00	$4,500.00
Playground Accessible Ramp	EA	2	$750.00	$1,500.00
Playground Rubber Surfacing	SF	9,500	$10.00	$95,000.00
Playground Perimeter Concrete Beam	LF	700	$40.00	$28,000.00
Natural Turf Football Field (includes goal posts, striping, flags, etc.)	LS	1	$175,000.00	$175,000.00
Maintenance Building (45'x40')	LS	1	$250,000.00	$250,000.00
Pavilion (40'x60')	LS	4	$120,000.00	$480,000.00
Pavilion (30'x60')	LS	2	$100,000.00	$200,000.00
Concession & Restroom Building (35' Square)	LS	1	$200,000.00	$200,000.00
Pressbox (10'x30') (with Storage Room)	LS	1	$50,000.00	$50,000.00
Bleachers	EA	6	$10,000.00	$60,000.00
Park Monument Sign	LS	1	$15,000.00	$15,000.00
8' Rectangular Picnic Tables	EA	28	$1,800.00	$50,400.00
8' Rectangular ADA Picnic Tables	EA	4	$1,800.00	$7,200.00
Landscaping	LS	1	$75,000.00	$75,000.00
Competition Baseball Field (300') (includes fencing, foul posts, dug out, etc.)	EA	4	$350,000.00	$1,400,000.00
Softball Field (300') (includes fencing, foul posts, dug out, etc.)	EA	2	$350,000.00	$700,000.00
Field Lighting (Musco)	EA	6	$200,000.00	$1,200,000.00
Irrigation Allowance	LS	1	$250,000.00	$250,000.00
Playground (Large)	LS	1	$250,000.00	$250,000.00
Playground (Small)	LS	1	$80,000.00	$80,000.00
Retaining Wall	FF	500	$95.00	$47,500.00
Furnishing Allowance (trash receptacle, pet waste, bench, drinking fountain, etc.)	EA	1	$250,000.00	$250,000.00
Utility Allowance	EA	1	$75,000.00	$75,000.00
Site Lighting/Electrical Allowance	EA	1	$150,000.00	$150,000.00
Football/Soccer Perimeter Fence	LF	1,480	$75.00	$111,000.00
SUBTOTAL				**$7,945,650.00**
±20% CONTINGENCY				**$1,575,000.00**
±10% INDIRECT COSTS				**$789,350.00**
TOTAL				**$10,310,000.00**

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Kimley»Horn

Lake Worth Park Improvements - Concept B
Lake Worth, Texas

Opinion of Probable Construction Costs (Concept) ***6/6/2018***

Item	Unit	Quantity	Cost	Item Cost
Mobilization	LS	1	$95,000.00	$95,000.00
Site Prep / Demolition	LS	1	$50,000.00	$50,000.00
Parking Lot (Concrete)	SF	40,175	$8.00	$321,400.00
Parking Lot Re-Surface and Re-Stripe (Asphalt)	SF	33,425	$4.00	$133,700.00
Maintenance Building (45'x 40')	LS	1	$250,000.00	$250,000.00
Concrete Sidewalk	SF	57,715	$6.00	$346,290.00
Playground Underdrain System	LF	150	$15.00	$2,250.00
Playground Accessible Ramp	EA	1	$750.00	$750.00
Playground Rubber Surfacing	SF	9,500	$10.00	$95,000.00
Playground Perimeter Concrete Beam	LF	346	$40.00	$13,840.00
Pavilion (30' Hex)	LS	1	$70,000.00	$70,000.00
Concession Stand (60'x 40')	LS	1	$75,000.00	$75,000.00
Park Monument Sign	LS	1	$15,000.00	$15,000.00
4'x4' Square Picnic Tables	EA	3	$1,200.00	$3,600.00
4'x4' Square Picnic Table ADA	EA	1	$1,100.00	$1,100.00
8' Rectangular Picnic Table	EA	4	$1,800.00	$7,200.00
Landscaping	LS	1	$75,000.00	$75,000.00
Baseball Field	LS	1	$350,000.00	$350,000.00
(includes grading, sod, foul poles, bleachers, dug out, etc.)				
Existing Baseball Fields	LS	1	$200,000.00	$200,000.00
(includes re-grade, re-sod, new foul posts, etc.)				
Existing Football Field	LS	1	$75,000.00	$75,000.00
(includes re-sod, goal posts, etc.)				
Pressbox (10'x30') (with Storage Room)	LS	1	$50,000.00	$50,000.00
Bleachers	EA	4	$10,000.00	$40,000.00
Field Lighting (Musco)	EA	1	$200,000.00	$200,000.00
Irrigation Allowance	LS	1	$25,000.00	$25,000.00
Playground	LS	1	$200,000.00	$200,000.00
Retaining Wall	FF	400	$95.00	$38,000.00
Furnishing Allowance	EA	1	$100,000.00	$100,000.00
(trash receptacle, pet waste, bench, drinking fountain, etc.)				
Utility Allowance	EA	1	$75,000.00	$75,000.00
Site Lighting/Electrical Allowance	EA	1	$200,000.00	$200,000.00
SUBTOTAL				**$3,108,130.00**
±20% CONTINGENCY				**$632,626.00**
±10% INDIRECT COSTS				**$309,244.00**
TOTAL				**$4,050,000.00**

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Kimley»Horn

Lake Worth Park Improvements - Concept C
Lake Worth, Texas

Opinion of Probable Construction Costs (Concept) ***6/6/2018***

Item	Unit	Quantity	Cost	Item Cost
Mobilization	LS	1	$100,000.00	$100,000.00
Site Prep / Demolition	LS	1	$125,000.00	$125,000.00
Parking Lot (Concrete)	SF	96,150	$8.00	$769,200.00
Concrete Sidewalk	SF	96,030	$6.00	$576,180.00
18" Curb and Gutter	LF	600	$15.00	$9,000.00
Playground Underdrain System	LF	150	$15.00	$2,250.00
Playground Accessible Ramp	EA	1	$750.00	$750.00
Playground Rubber Surfacing	SF	9,500	$10.00	$95,000.00
Playground Perimeter Concrete Beam	LF	350	$40.00	$14,000.00
Natural Turf Football Field/Soccer Field (includes goal posts, striping, flags, etc.)	LS	2	$300,000.00	$600,000.00
Pressbox/Storage/Restroom Building	LS	1	$150,000.00	$150,000.00
Maintenance Building (45'x40')	LS	1	$250,000.00	$250,000.00
Pavilion (30' Hex)	LS	1	$70,000.00	$70,000.00
Pavilion (10'x20')	LS	1	$30,000.00	$30,000.00
Pavilion (20'x30')	LS	1	$60,000.00	$60,000.00
Concession Building (35' Square)	LS	1	$200,000.00	$200,000.00
Park Monument Sign	LS	1	$15,000.00	$15,000.00
4'x4' Square Picnic Tables	EA	3	$1,100.00	$3,300.00
4'x4' Square Picnic Table ADA	EA	1	$1,200.00	$1,200.00
8' Rectangular Picnic Tables	EA	18	$1,800.00	$32,400.00
8' Rectangular ADA Picnic Tables	EA	2	$1,800.00	$3,600.00
Landscaping	LS	1	$75,000.00	$75,000.00
Competition Baseball Field (300') (includes fencing, foul posts, dug out, etc.)	EA	2	$350,000.00	$700,000.00
Softball Field (300') (includes fencing, foul posts, dug out, etc.)	EA	2	$350,000.00	$700,000.00
Existing Football Field (includes re-sod, goal posts, etc.)	EA	2	$75,000.00	$150,000.00
Bleachers	EA	12	$10,000.00	$120,000.00
Field Lighting (Musco)	EA	6	$200,000.00	$1,200,000.00
Playground	LS	1	$200,000.00	$200,000.00
Retaining Wall	FF	300	$95.00	$28,500.00
Furnishing Allowance (trash receptacle, pet waste, bench, drinking fountain, etc.)	EA	1	$100,000.00	$100,000.00
Utility Allowance	EA	1	$75,000.00	$75,000.00
Site Lighting/Electrical Allowance	EA	1	$200,000.00	$200,000.00
Football /Soccer Perimeter Fence	LF	1,715	$75.00	$128,625.00
SUBTOTAL				**$6,784,005.00**
±20% CONTINGENCY				**$1,356,801.00**
±10% INDIRECT COSTS				**$679,194.00**
TOTAL				**$8,820,000.00**

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Kimley»Horn

Rayl Park Improvements
Lake Worth, Texas

Opinion of Probable Construction Costs (Concept) ***6/6/2018***

Item	Unit	Quantity	Cost	Item Cost
Mobilization	LS	1	$47,000.00	$47,000.00
Site Prep / Demolition	LS	1	$150,000.00	$150,000.00
(includes rock excavation for pond, grading, etc.)				
Parking Lot (Concrete)	SF	15,300	$8.00	$122,400.00
Concrete Sidewalk	SF	27,400	$6.00	$164,400.00
18" Curb and Gutter	LF	650	$15.00	$9,750.00
Playground Underdrain System	LF	100	$15.00	$1,500.00
Playground Accessible Ramp	EA	2	$750.00	$1,500.00
Playground Rubber Surfacing	SF	9,125	$10.00	$91,250.00
Playground Perimeter Concrete Beam	LF	450	$40.00	$18,000.00
60' Prefabricated Pedestrian Bridge	LS	1	$150,000.00	$150,000.00
80' Prefabricated Pedestrian Bridge	LS	1	$200,000.00	$200,000.00
15' Prefabricated Pedestrian Bridge	LS	1	$40,000.00	$40,000.00
Pavilion (15'x25')	LS	2	$45,000.00	$90,000.00
Park Monument Sign	LS	1	$15,000.00	$15,000.00
4'x4' Square Picnic Tables	EA	6	$1,100.00	$6,600.00
4'x4' Square Picnic Table ADA	EA	2	$1,200.00	$2,400.00
8' Picnic Table	EA	4	$1,800.00	$7,200.00
Landscaping	LS	1	$70,000.00	$70,000.00
Pond Restoration Allowance	LS	1	$150,000.00	$150,000.00
Irrigation Allowance	LS	1	$100,000.00	$100,000.00
(includes repair of well, reclaimed equipment, etc.)				
Playground	LS	1	$250,000.00	$250,000.00
Furnishing Allowance	EA	1	$20,000.00	$20,000.00
(trash receptacle, pet waste, bench, drinking fountain, etc.)				
Utility Allowance	EA	1	$10,000.00	$10,000.00
Site Lighting/Electrical Allowance	EA	1	$25,000.00	$25,000.00
SUBTOTAL				**$1,507,900.00**
±20% CONTINGENCY				**$301,400.00**
±10% INDIRECT COSTS				**$150,700.00**
TOTAL				**$1,960,000.00**

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Kimley»Horn

Reynolds Park Improvements
Lake Worth, Texas

Opinion of Probable Construction Costs (Concept) ***6/6/2018***

Item	Unit	Quantity	Cost	Item Cost
Mobilization	LS	1	$50,000.00	$50,000.00
Site Prep / Demolition	LS	1	$30,000.00	$30,000.00
Parking Lot (Concrete)	SF	6,950	$8.00	$55,600.00
Concrete Sidewalk	SF	25,600	$6.00	$153,600.00
18" Curb and Gutter	LF	500	$15.00	$7,500.00
Playground Underdrain System	LF	150	$15.00	$2,250.00
Playground Accessible Ramp	EA	1	$750.00	$750.00
Playground Rubber Surfacing	SF	6,420	$10.00	$64,200.00
Playground Perimeter Concrete Beam	LF	350	$40.00	$14,000.00
Pavilion (50'x30')	LS	1	$100,000.00	$100,000.00
Park Monument Sign	LS	1	$10,000.00	$10,000.00
4'x4' Square Picnic Tables	EA	6	$1,200.00	$7,200.00
4'x4' Square Picnic Table ADA	EA	2	$1,100.00	$2,200.00
Landscaping	LS	1	$50,000.00	$50,000.00
Practice Baseball/Softball Field (175')	LS	2	$150,000.00	$300,000.00
(includes fencing, foul poles, dug out, striping, etc.)				
Bleacher	EA	2	$10,000.00	$20,000.00
Field Lighting (Musco)	EA	2	$200,000.00	$400,000.00
Irrigation Allowance	LS	1	$150,000.00	$150,000.00
(includes repair of well, reclaimed water equipment, etc.)				
Playground	LS	1	$200,000.00	$200,000.00
Furnishing Allowance	EA	1	$25,000.00	$25,000.00
(trash receptacle, pet waste, bench, drinking fountain, etc.)				
Utility Allowance	EA	1	$8,000.00	$8,000.00
Site Lighting/Electrical Allowance	EA	1	$20,000.00	$20,000.00
SUBTOTAL				**$1,670,300.00**
±20% CONTINGENCY				**$276,600.00**
±10% INDIRECT COSTS				**$153,100.00**
TOTAL				**$2,100,000.00**

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Kimley»Horn

Telephone Park Improvements
Lake Worth, Texas

Opinion of Probable Construction Costs (Concept) ***6/6/2018***

Item	Unit	Quantity	Cost	Item Cost
Mobilization	LS	1	$55,000.00	$55,000.00
Site Prep / Demolition	LS	1	$15,000.00	$15,000.00
Parking Lot (Concrete)	LS	29,350	$8.00	$234,800.00
Concrete Sidewalk	SF	40,130	$6.00	$240,780.00
18" Curb and Gutter	LF	1,700	$15.00	$25,500.00
Playground Underdrain System	LF	7,854	$15.00	$117,810.00
Playground Accessible Ramp	EA	1	$750.00	$750.00
Playground Rubber Surfacing	SF	350	$10.00	$3,500.00
Playground Perimeter Concrete Beam	LF	350	$40.00	$14,000.00
Pavilion (30' Hex)	LS	1	$70,000.00	$70,000.00
Pavilion (30' Square)	LS	1	$60,000.00	$60,000.00
Pavilion (15'x25')	LS	2	$45,000.00	$90,000.00
Park Monument Sign	LS	1	$15,000.00	$15,000.00
Cast Stone Seat Wall	LF	200	$150.00	$30,000.00
4'x4' Square Picnic Tables	EA	3	$1,200.00	$3,600.00
4'x4' Square Picnic Table ADA	EA	1	$1,100.00	$1,100.00
Landscaping	LS	1	$75,000.00	$75,000.00
Football/Soccer Field	LS	1	$125,000.00	$125,000.00
(includes goal posts, flags, striping, etc.)				
Baseball Field	LS	1	$150,000.00	$150,000.00
(includes foul posts, dug out, striping, etc.)				
Field Lighting (Musco)	EA	1	$200,000.00	$200,000.00
Concrete Mow Strip	LF	100	$10.00	$1,000.00
Irrigation Allowance	LS	1	$75,000.00	$75,000.00
Playground	LS	1	$160,000.00	$160,000.00
Furnishing Allowance	EA	1	$30,000.00	$30,000.00
(trash receptacle, pet waste, bench, drinking fountain, etc.)				
Utility Allowance	EA	1	$10,000.00	$10,000.00
Site Lighting/Electrical Allowance	EA	1	$25,000.00	$25,000.00
SUBTOTAL				**$1,827,840.00**
±20% CONTINGENCY				**$362,160.00**
±10% INDIRECT COSTS				**$180,000.00**
TOTAL				**$2,370,000.00**

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City of Lake Worth Parks Master Plan

City Council Workshop

January 11, 2019

Lake Worth Park Master Plan Update

- Outline
  - Introductions
  - Progress to Date
  - Parks and Open Space Master Plan
    - Planning Process and Methodology
    - Goal and Objectives
    - Vision Statement
    - Inventory and Analysis
      - Existing Parks and Serving Zones Map
      - Parks Analysis
      - Existing Parks Level of Service
    - Needs Assessment
    - Priorities and Budget
  - Questions

Introductions

- Parks and Recreation
  - Stacey Almond, City Manager
  - Sean Densmore, Director of Public Works
  - Mike Shelley, Parks/Water Superintendent

- Kimley-Horn
  - Katherine Utecht, RLA, LI
  - Misty Christian, P.E., CFM

Progress to Date

- City Park Master Plan - last updated 2003
- Project Kick-Off - December 4, 2017
- Preparation of Existing Parks and Serving Zones Map - January 30, 2018
- Prepare Concept Plans from feedback with City Staff and Public Input
- Final Concept Plans for Lake Worth Park, Rayl Park, Reynolds Park, and Telephone Park
- Public Meeting #2 - Present Final Concepts to Public - August 6, 2018
- Finalize Parks and Open Space Master Plan document
- City Council Workshop - January 11, 2019

Parks and Open Space Master Plan

- Planning Process and Methodology
  - 2004 Master Plan focused of defining guidelines as a means of developing future parks and trails
  - 2019 Master Plan focuses on existing conditions inventory and community input
    - Identify needs and desires for park improvements to existing facilities and open space for future park development
- Goal

Update existing parks to an elevated level of functionality while upholding maintenance; incorporate open space for recreation utilization across the community in order to capitalize on the unique features the city of Lake Worth has to offer.

Veterans Memorial Park

Lakeside Park

Reynolds Park

Lake Worth Park

Parks and Open Space Master Plan

- Objectives
  - Properly maintain existing parks
  - Properly landscape existing parks
  - Preserve open space
  - Coordinate recreational programs offered by leagues, associations and other organizations within the city

- Vision Statement

  The City of Lake Worth strives to improve the park system in such a way to expand growth; increase inclusiveness amongst the community; showcase the city's convenient location and amenities; and continue to be an attractive city for visitors and residents alike. Focusing on existing park improvement to set the stage for future park development and functionality.

Navajo Park

Rayl Family Park

Parks and Open Space Master Plan

- Opportunities
  - Two tracts of land dedicated for future community parks
  - City is balanced and covered regarding the park serving zones
  - Utilize open space areas for sport recreation fields expansion and sport court developments (serve the growing demand for competitive events and practices)
  - Upgrade existing parks to attract all residents of the community from all age groups and ensure safety as a top priority
  - Create a brand for the park system
  - Develop greenbelt systems and connectivity between parks
- Constraints
  - Land acquisition due to limited open space throughout the City
  - Funding for all park improvements
  - Park connectivity throughout the city due to existing roadways or plans for future roadway expansions

Telephone Park

Hodgkins Park

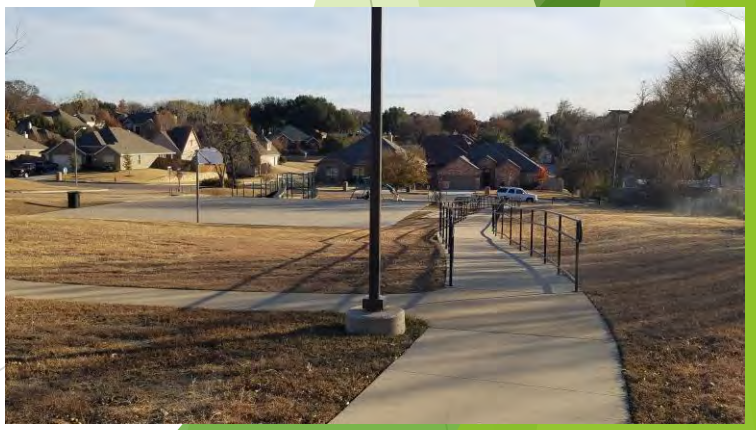
Lake Worth Park

Parks and Open Space Master Plan

- Inventory and Analysis
  - Park Types: Community and Regional Park
  - Park Type: Neighborhood Park
- Existing Parks
  - Lake Worth Park – Regional Park
  - Charbonneau Park – Community Park
  - Rayl Family Park – Community Park
  - Hodgkins Park – Neighborhood Park
  - Reynolds Park – Neighborhood Park
  - Grandlake Park – Neighborhood Park
  - Keenum- Shelton Dog Park – Neighborhood Park
  - Navajo Park – Neighborhood Park
  - Senior Center/Veteran's Memorial Plaza – Neighborhood Park

Lake Worth Park

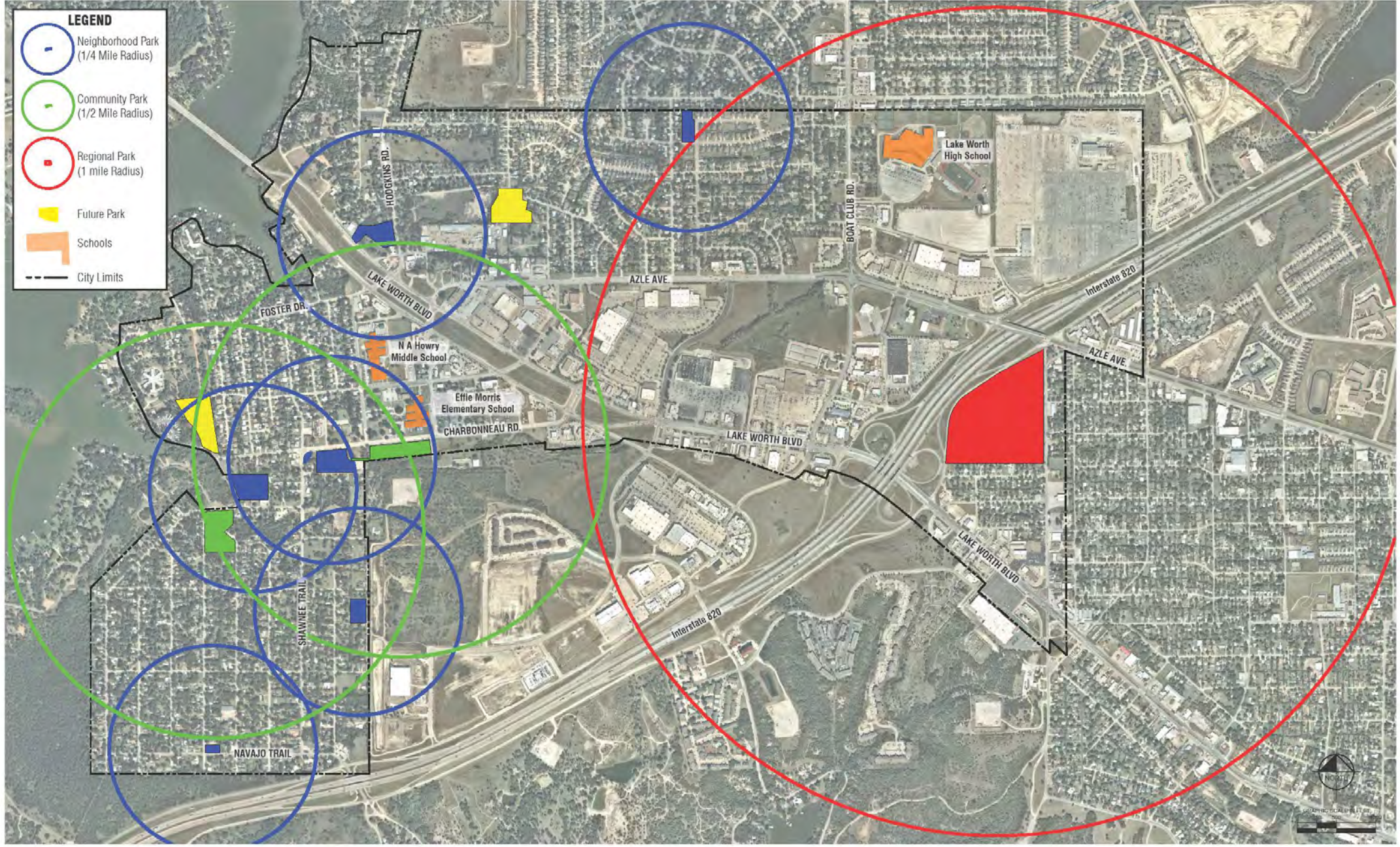
Charbonneau Park



Grandlake Park

Parks and Open Space Master Plan

- Park Analysis Overview
  - Lake Worth Park
    - 29.5 acres offering athletic fields, event spaces, leisure, active and passive recreation, and targeted user spaces
    - Ideal location for City-wide events, functions, and regional sporting events
    - Features not offered in other parks within the city including restroom facilities, concession building, multi-use sport fields, walking/running trail, parking lot, skate park, and covered seating pavilions
    - Dedicated toward competitive sports play
  - Community Parks
    - Four existing community parks available to public, two developed and two undeveloped
    - Opportunity for park expansion
    - Help alleviate the usage on existing parks
    - Lakeside Park will provide a serving zone for all residents within the City (reference Existing Parks and Serving Zones Map)
  - Rayl Family Park, Reynolds Park, and Telephone Park
    - Community Park and Neighborhood Park characteristics
    - Future greenbelt for the City
    - Amenities to include additional sport fields, amphitheater space
    - Provides a safe continuous connection within 3 park sites



CITY OF LAKE WORTH

EXISTING PARKS AND SERVING ZONES MAP

Lake Worth, TX

City of Lake Worth Texas

Kimley»Horn

January 2018

Parks and Open Space Master Plan

- Existing Parks Level of Service
  - Community Park and Regional Park
    - Intended to serve a broader range of activities and users
    - Attract visitors throughout the city and outside the city limits
    - Increased specialized or focused activities; targeted sports; and open space
    - Lake Worth Park is primarily used by the Lake Worth Youth Association
    - Charbonneau Park and Rayl Family Park provide targeted amenities; active and passive recreation; and open space
  - Neighborhood Park
    - Center of neighborhoods
    - Active and passive recreation; accommodate a variety of age groups; create a sense of place by utilizing the qualities of the neighborhood
    - Themed or provide a specific attraction to the neighborhood it resides

Lake Worth Park

Navajo Park

Parks and Open Space Master Plan

- Needs Assessment
  - Initial City Meeting
    - Focus on existing park features and undeveloped land opportunities
    - Interconnect the city through park system
    - Improvements to Lake Worth Park, Rayl Family Park, Reynolds Park, Telephone Park
  - Community Input
    - Public Meeting #1
      - Live Survey responses – Feedback
      - Significant feedback on Lake Worth Park improvements
    - Master Plan Meeting – April 2018
    - Concept Plan Development – April 2018 through August 2018
    - Public Meeting #2 – August 2018

Project Kick-Off Meeting

Parks and Open Space Master Plan

- Summary of Needs Assessment
  - Parks
    - Improve existing facilities throughout Lake Worth Park
    - Provide shade for all playground structures – existing and proposed
    - Upgrade existing sport fields and develop additional fields (city leagues and regional leagues)
    - Develop parks to include modern and updated aspects (attract younger users)
    - Incorporate specialized public spaces – splash pad, amphitheater, pavilions, food truck, shaded seating
    - Propose more site furnishings – benches, drinking fountains, trash and recycling receptacles, picnic stations
    - Increase the parks system with new parks and ensuring each type of park is accommodating the appropriate serving zone

Parks and Open Space Master Plan

- Priorities and Budget - Park Recommendations
  - Existing Park Recommendations
    - 2018 – in concept design phase
    - Additional funding to complete all designed master plan elements in park system
    - Future improvements: additional parking, recreational sport fields, new shaded playgrounds, new restroom facilities, concession facilities, open spaces for targeting events within the community, lighting, areas of respite, pavilions
    - Lake Worth Park: add sport fields; add parking; upgrade the playground structure; shade on the playground and pavilions
  - 1-5 Year Recommendations
    - Develop two vacant city owned properties
      - Telephone Park
      - Lakeside Park
  - 5+ Year Park Recommendation
    - Continue developing and improving existing park system – expand the park network and better serve the growing population
    - Focus on providing multi-use sports fields; playgrounds; sport courts including tennis courts or pickle ball courts; targeted function activities; parking improvements and parking expansion

Parks and Open Space Master Plan

- Budget
  - Lake Worth Park Concept A $10,310,000
  - Lake Worth Park Concept B $4,050,000
  - Lake Worth Park Concept C $8,820,000
  - Rayl Family Park $1,960,000
  - Reynolds Park $2,100,000
  - Telephone Park $2,370,000

- Funding Sources
  - NCTCOG'S Mobility 2035
  - Texas Parks and Wildlife Grants
  - Texas Department of Transportation
  - Federally funded sources
  - Federal Transportation funding sources
  - Community Redevelopment Block Grants (CDBG)
  - Private donation partnerships

Thank You!

Questions and Comments?

Lake Worth City Council Meeting – February 12, 2019

Agenda Item No. E.2

From: Sean Densmore, Director of Public Works and Stacey Almond, City Manager

Item: Discussion and update on SH 199-820 and the proposed TxDOT Public Meeting.

Summary:

Staff attended a presentation workshop hosted by TxDOT and Cobb Finley to discuss the updated Alternative #3 to the SH 199 and I820 project. This alternative was developed with feedback from the City and assistance from NCTGOC.

TxDOT will be hosting the 1st of 3 Public Meetings on Tuesday, February 19, 2019 from 6:00 p.m. – 7:30 p.m. at the Lake Worth High School Cafeteria.

Historical information:
City Council held a workshop on February 13, 2018 to discuss alternative designs provided by the Texas Department of Transportation (TxDOT) about the proposed re-design of State Highway 199 and Interstate 820.

It is the opinion of the Council that the proposed elevation of the project would not protect Lake Worth's sense of place, impairs emergency service capabilities, and would have a negative effect on the economic viability.

Staff has reached out the North Central Texas Council of Governments (NCTCOG) for assistance in evaluating and studying the corridor as it relates to timing.

The City of Lake Worth is requesting that TxDOT consider the following:

1. A design that does not negatively impact existing of future business along State Highway 199 and within the corridor but rather enhances their long-term success and viability;
2. A design that provides options that adequality take in to account the true cost/benefit analysis beyond the right-of-way to include quality of life, public safety, and economic development outputs;
3. A design that maintains local connectivity and accessibility allowing for traffic to move freely in and around Lake Worth; and
4. A design which preserves the City of Lake Worth's sense of place and supports continued economic viability in the city.

Council passed the recommended Resolution on March 3, 2018 and it was hand delivered to TxDOT's Fort Worth office.

Fiscal Impact:

N/A

Attachments:

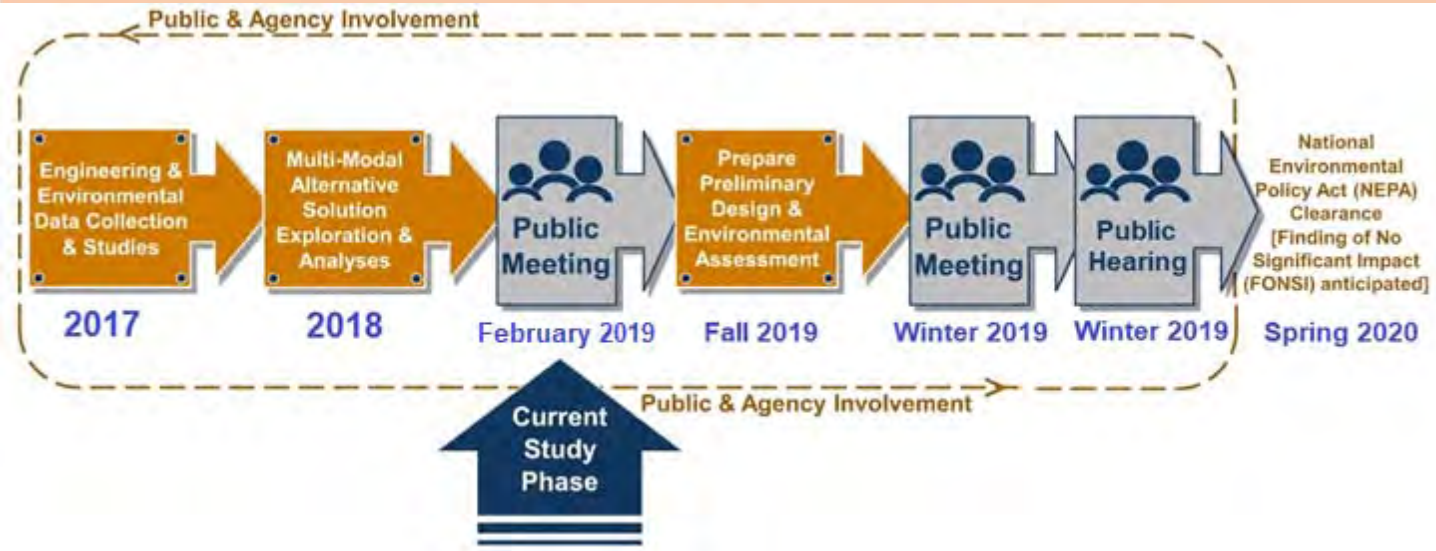
1. SH 199 Fact Sheet
2. SH 199 Alternate I
3. SH 199 Alternate 2
4. SH 199 Alternate 3
5. Alternate Evaluations
6. Public Hearing Flyer

Recommended Motion or Action:

No action is necessary on this item.

SH 199 AT I-820 INTERCHANGE PROJECT FACT SHEET

WHEN?



HOW DO I PROVIDE INPUT?

Written comments from the public are requested and may be submitted for a period of 15 calendar days after the February 19, 2019 Public Meeting. Written comments may be submitted either in person at the Public Meeting, by mail, or by email. Comments must be received or postmarked on or before March 6, 2019 to be included in the Public Meeting Summary.

PROJECT CONTACT INFORMATION

www.txdot.gov

Search for: "SH 199"

Sam Yacoub, PE, PMP
TxDOT Project Manager
SH 199 at I-820
2501 SW Loop 820
Fort Worth, TX 76133

817-370-6560

Texas Department of Transportation

SH 199 AT I-820 INTERCHANGE PROJECT FACT SHEET

WHAT?

Project Limits:
SH 199: Azle Avenue to Biway Street
I-820: Navajo Trail/Cahoba Drive to Marine Creek Parkway

Traffic Study Limits:
SH 199: Hodgkins Rd to Skyline Dr
I-820: Navajo Trail/Cahoba Drive to Marine Creek Parkway
County: Tarrant County

Length: Approximately 1.1 miles

Estimated Cost: $128 to $220 Million

Construction Begin Date: 2024

Construction End Date: 2028

PROJECT LOCATION MAP
Project Limits:
SH 199: Azle Avenue to Biway Street
I-820: Navajo Trail/Cahoba Drive to Marine Creek Parkway
Traffic Study Limits:
SH 199: Hodgkins Rd to Skyline Dr
I-820: Navajo Trail to Marine Creek Pkwy

N
W E
S

SH 199 at I-820 Interchange

WHY?

The Texas Department of Transportation (TxDOT) is working with the cities of Lake Worth, Sansom Park, and Fort Worth, Tarrant County and the North Central Texas Council of Governments (NCTCOG) to improve mobility, operations, and safety, to provide transportation options and to develop safe transportation solutions along SH 199.

ALTERNATIVE SOLUTIONS CONSIDERED

The Study Team is evaluating a number of alternatives:

- General Purpose Lanes along SH 199
- Direct Connectors between SH 199 and I-820
- Reconfigured access ramps along I-820
- Improved sidewalks and bicycle/shared use lanes.
- Diverging Diamond along SH 199 at I-820
- “No-Build” alternative

Texas Department of Transportation

Public Meeting February 2019

Texas
Department
of Transportation

Scale in Feet

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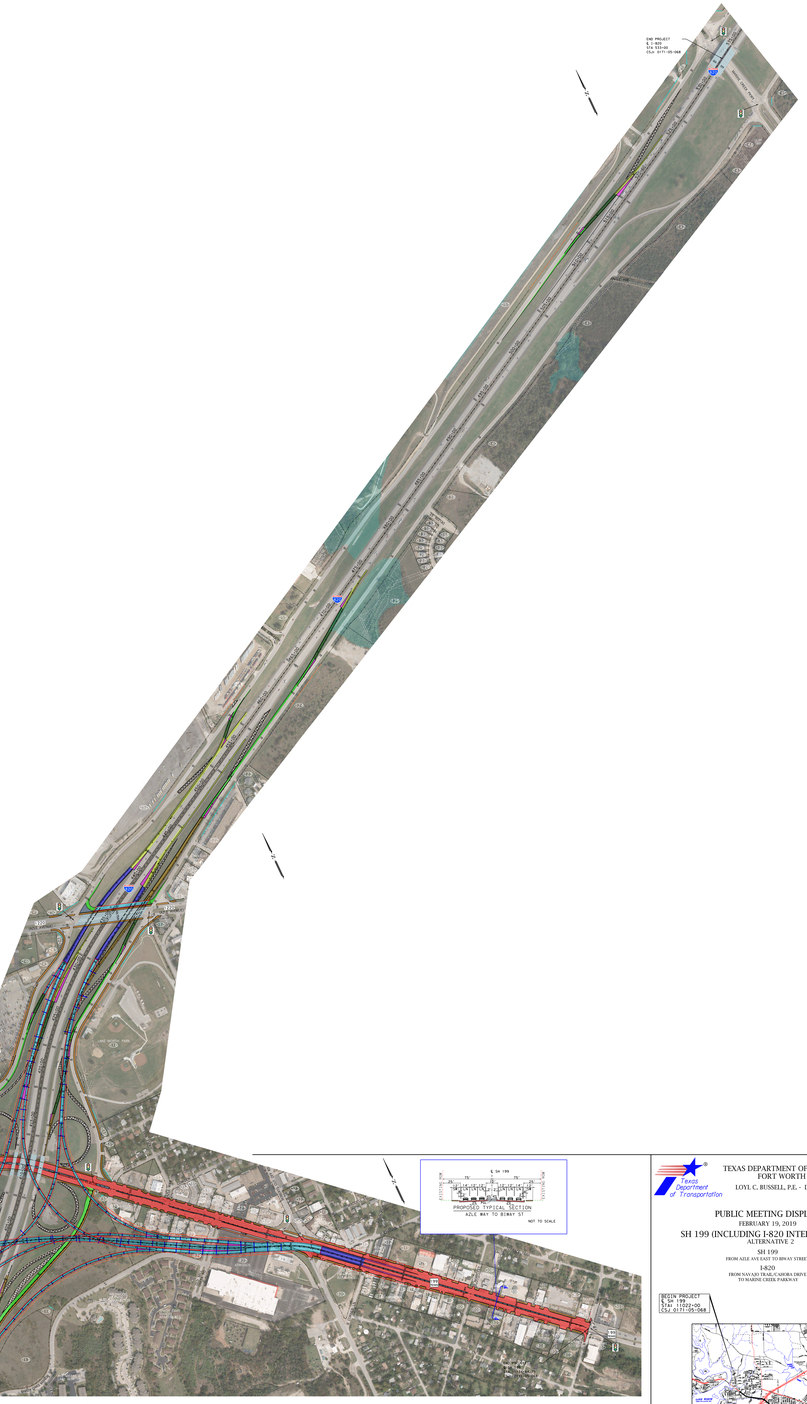
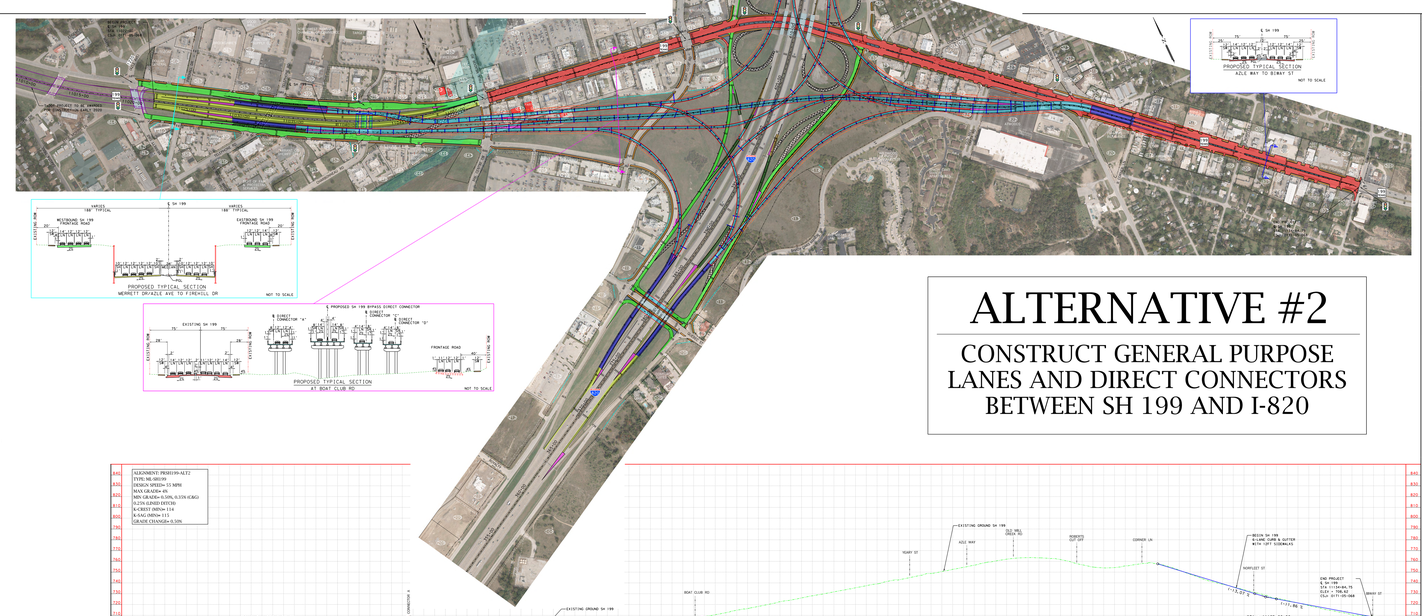


ALTERNATIVE #2

CONSTRUCT GENERAL PURPOSE LANES AND DIRECT CONNECTORS BETWEEN SH 199 AND I-820



ALTERNATIVE #2

CONSTRUCT GENERAL PURPOSE LANES AND DIRECT CONNECTORS BETWEEN SH 199 AND I-820

ALTERNATIVE 2
PUBLIC MEETING DISPLAY
FEBRUARY 19, 2019

ROLL 1 OF 1

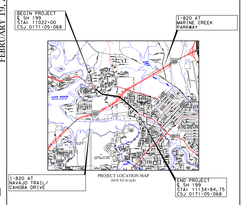
SH 199 (CSJ: 0171-05-068)
FROM: AZLE AVE TO: BIRMY STREET
CITY OF: FORT WORTH
COUNTY: TARRANT COUNTY

TEXAS DEPARTMENT OF TRANSPORTATION
FORT WORTH DISTRICT
LOYL C. BUSSELL, P.E. - DISTRICT ENGINEER

PUBLIC MEETING DISPLAY
FEBRUARY 19, 2019
SH 199 (INCLUDING I-820 INTERCHANGE)
ALTERNATIVE 2

SH 199
FROM AZLE AVE EAST TO BIRMY STREET

I-820
FROM NAVAJO TRAIL/CAMORA DRIVE
TO MARINE CREEK PARKWAY



PROJECT LOCATION MAP
(NOT TO SCALE)

ROADWAY TYPE	DESIGN SPEED	FUNCTIONAL CLASSIFICATION
I-820 MAINLANES	50 MPH	URBAN INTERSTATE
SH 199 MAINLANES	50 MPH	URBAN FREEWAY/URBAN ARTERIAL
FRONTAGE ROAD	40 MPH	URBAN STREET (COLLECTOR)
RAMPS (DISTRIBUTOR (C-D))	45 MPH	URBAN FREEWAY RAMPS
DIRECT CONNECTOR (DC)	45 MPH	URBAN FREEWAY (DC)
RAMPS	50 MPH	URBAN FREEWAY RAMPS
CROSS STREET	40 MPH	URBAN STREET

TRAFFIC DATA			
TRAFFIC VOLUMES BASED ON	SH 199	I-820	I-820
YEAR 2040 PROJECTIONS	AZLE AVE	SH 199	SH 199
APPROVED BY TXDOT	AZLE AVE	NAVAJO TR	SH 199
TPRF DIVISION	TO	TO	TO
	I-820	SH 199	MARINE CREEK PKWY
DIRECTIONAL DISTRIBUTION	41/59	49/51	51/49
PERCENT TRUCKS OF DHV	1.1 %	2.3 %	2.3 %
K FACTOR	11.0	9.0	9.0

TRAFFIC VOLUME	EB	WB	EB	WB	EB	WB
CURRENT ADT (2017)	17,430	25,180	32,020	33,290	43,230	40,730
PROJECTED ADT (2020)	18,310	26,290	33,950	35,290	45,840	43,190
PROJECTED ADT (2040)	25,490	38,780	46,750	48,480	63,120	59,480

PRELIMINARY
NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

COBB, FENDLEY, & ASSOCIATES, INC.
TBPE Firm Registration No. 275, TBPLS Firm Registration No. 10064
2801 Network Boulevard, Suite 800
Frisco, Texas 75034
972-335-3214 FAX 972-335-3265 www.cobbfendley.com

PREPARED UNDER THE SUPERVISION OF
MARK C. LORANCE, P.E. 82013 FEBRUARY 15, 2019
P.E. # DATE

HORIZONTAL 1" = 40' 20' 0' 40'
VERTICAL 1" = 4' 2' 0' 4'
GRAPHIC SCALES IN FEET

ROLL 1 OF 1

ALTERNATIVE 2
PUBLIC MEETING DISPLAY
FEBRUARY 19, 2019

ROLL 1 OF 1

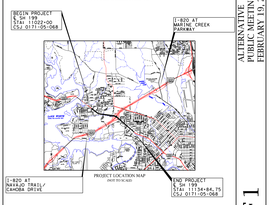
SH 199 (CSJ: 0171-05-068)
FROM: AZLE AVE TO: BIRMY STREET
CITY OF: FORT WORTH
COUNTY: TARRANT COUNTY

TEXAS DEPARTMENT OF TRANSPORTATION
FORT WORTH DISTRICT
LOYL C. BUSSELL, P.E. - DISTRICT ENGINEER

PUBLIC MEETING DISPLAY
FEBRUARY 19, 2019
SH 199 (INCLUDING I-820 INTERCHANGE)
ALTERNATIVE 2

SH 199
FROM AZLE AVE EAST TO BIRMY STREET

I-820
FROM NAVAJO TRAIL/CAMORA DRIVE
TO MARINE CREEK PARKWAY



PROJECT LOCATION MAP
(NOT TO SCALE)

ROADWAY TYPE	DESIGN SPEED	FUNCTIONAL CLASSIFICATION
I-820 MAINLANES	50 MPH	URBAN INTERSTATE
SH 199 MAINLANES	50 MPH	URBAN FREEWAY/URBAN ARTERIAL
FRONTAGE ROAD	40 MPH	URBAN STREET (COLLECTOR)
RAMPS (DISTRIBUTOR (C-D))	45 MPH	URBAN FREEWAY RAMPS
DIRECT CONNECTOR (DC)	45 MPH	URBAN FREEWAY (DC)
RAMPS	50 MPH	URBAN FREEWAY RAMPS
CROSS STREET	40 MPH	URBAN STREET

TRAFFIC DATA			
TRAFFIC VOLUMES BASED ON	SH 199	I-820	I-820
YEAR 2040 PROJECTIONS	AZLE AVE	SH 199	SH 199
APPROVED BY TXDOT	AZLE AVE	NAVAJO TR	SH 199
TPRF DIVISION	TO	TO	TO
	I-820	SH 199	MARINE CREEK
DIRECTIONAL DISTRIBUTION	41/59	49/51	51/49
PERCENT TRUCKS OF DHV	1.1 %	2.3 %	2.3 %
K FACTOR	11.0	9.0	9.0

TRAFFIC VOLUME	EB	WB	EB	WB	EB	WB
CURRENT ADT (2017)	17,430	25,180	32,020	33,290	43,230	40,730
PROJECTED ADT (2020)	18,310	26,290	33,950	35,290	45,840	43,190
PROJECTED ADT (2040)	25,490	38,780	46,750	48,480	63,120	59,480

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PREPARED UNDER THE SUPERVISION OF
MARK C. LORANCE, P.E. 82013 FEBRUARY 15, 2019
P.E. # DATE

HORIZONTAL 1" = 40' 20' 0' 40'
VERTICAL 1" = 4' 2' 0' 4'
GRAPHIC SCALES IN FEET

ROLL 1 OF 1

ALTERNATIVE #3

CONSTRUCT GENERAL PURPOSE LANES AND DIRECT CONNECTORS BETWEEN SH 199 AND I-820

TEXAS DEPARTMENT OF TRANSPORTATION
FORT WORTH DISTRICT
LOYL C. BUSSELL, P.E. - DISTRICT ENGINEER

PUBLIC MEETING DISPLAY
FEBRUARY 19, 2019
SH 199 (INCLUDING I-820 INTERCHANGE)
ALTERNATIVE 3

SH 199
FROM AZLE AVE EAST TO BPAY STREET

I-820
FROM NAVAJO TRAIL/CAHOBA DRIVE
TO MARINE CREEK PARKWAY

PROJECT LOCATION MAP
(NOT TO SCALE)

ROADWAY TYPE	DESIGN SPEED	FUNCTIONAL CLASSIFICATION
I-820 MAINLANES	50 MPH	URBAN INTERSTATE
SH 199 MAINLANES	50 MPH	URBAN PRINCIPAL ARTERIAL
FRONTAGE ROAD	40 MPH	URBAN STREET (COLLECTOR)
COLLECTOR-DISTRIBUTOR (C-D)	50 MPH	URBAN FREEWAY (C-D)
DIRECT CONNECTOR (DC)	45 MPH	URBAN FREEWAY (DC)
RAMPS	50 MPH	URBAN FREEWAY RAMPS
CROSS STREET	40 MPH	URBAN STREET

TRAFFIC DATA						
TRAFFIC VOLUMES BASED ON:	SH 199		I-820		I-820	
YEAR 2040 PROJECTIONS	FROM		FROM		FROM	
APPROVED BY TXDOT	AZLE AVE		NAVAJO TR		SH 199	
TPRP DIVISION	TO		TO		TO	
	I-820		SH 199		MARINE CREEK PKWY	
DIRECTIONAL DISTRIBUTION	41/59		49/51		51/49	
PERCENT TRUCKS OF DHV	1.1 %		2.3 %		2.3 %	
K FACTOR	11.0		9.0		9.0	
TRAFFIC VOLUME:	EB	WB	EB	WB	EB	WB
CURRENT ADT (2017)	17,430	25,180	32,020	33,290	43,230	40,730
PROJECTED ADT (2020)	18,510	26,700	33,950	35,290	45,840	43,190
PROJECTED ADT (2040)	25,490	36,780	40,750	48,480	63,120	59,480

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PREPARED UNDER THE SUPERVISION OF
MARK C. LORANCE, P.E. 82013 FEBRUARY 19, 2019
P.E. # DATE

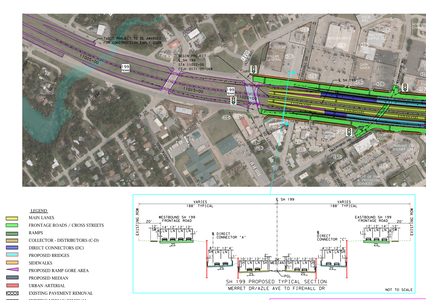
HORIZONTAL 0 20 40
VERTICAL 0 2 4
GRAPHIC SCALES IN FEET

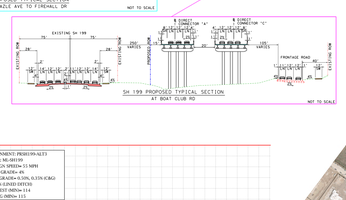
ROLL 1 OF 1

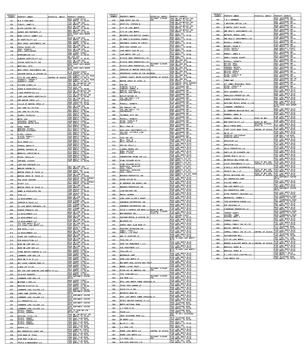
ALTERNATIVE 3
PUBLIC MEETING DISPLAY
FEBRUARY 19, 2019

ROLL 1 OF 1

SH 199 (CSJ: 0171-05-068)
TARRANT COUNTY

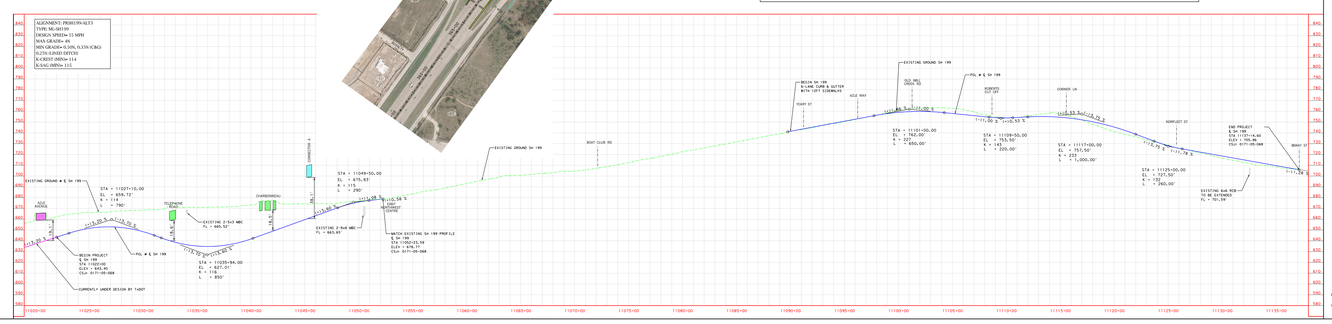






LEGEND
- MAIN LANES
- FRONTAGE ROADS / CROSS STREETS
- RAMPS
- COLLECTOR - DISTRIBUTORS (C-D)
- DIRECT CONNECTORS (DC)
- PROPOSED BRIDGES
- SIDEWALKS
- PROPOSED RAMP GORE AREA
- PROPOSED MEDIAN
- URBAN ARTERIAL
- EXISTING PAVEMENT REMOVAL
- EXISTING MEDIAN REMOVAL
- EXISTING BRIDGE TO REMAIN
- TxDOT PROJECT
- BUSINESS NAME / TENANT
- EXISTING RIGHT-OF-WAY
- EXISTING CONTROL-OF-ACCESS
- PROPOSED RIGHT-OF-WAY
- PROPOSED CONTROL-OF-ACCESS
- EXISTING TRAFFIC FLOW
- PROPOSED TRAFFIC FLOW
- RETAINING WALL
- BRIDGE BENTS
- FEMA FLOOD ZONE
- SIGNALIZED INTERSECTION
- POTENTIAL DISPLACEMENT
- EXISTING EASEMENT
- PROPERTY LINE

AERIAL IMAGE PHOTOGRAPH DATE: NOVEMBER 10, 2016



TEXAS DEPARTMENT OF TRANSPORTATION
FORT WORTH DISTRICT
LOYL C. BUSSELL, P.E. - DISTRICT ENGINEER

PUBLIC MEETING DISPLAY
FEBRUARY 19, 2019
SH 199 (INCLUDING I-820 INTERCHANGE)
ALTERNATIVE 3

SH 199
FROM AZLE AVE EAST TO BPAY STREET

I-820
FROM NAVAJO TRAIL/CAHOBA DRIVE
TO MARINE CREEK PARKWAY

ALTERNATIVE #3
CONSTRUCT GENERAL PURPOSE LANES AND DIRECT CONNECTORS BETWEEN SH 199 AND I-820

ROADWAY TYPE / DESIGN SPEED / FUNCTIONAL CLASSIFICATION
I-820 MAINLANES 50 MPH URBAN INTERSTATE
SH 199 MAINLANES 50 MPH URBAN PRINCIPAL ARTERIAL
FRONTAGE ROAD 40 MPH URBAN STREET (COLLECTOR)
COLLECTOR-DISTRIBUTOR (C-D) 50 MPH URBAN FREEWAY (C-D)
DIRECT CONNECTOR (DC) 45 MPH URBAN FREEWAY (DC)
RAMPS 50 MPH URBAN FREEWAY RAMPS
CROSS STREET 40 MPH URBAN STREET

TRAFFIC DATA
TRAFFIC VOLUMES BASED ON: SH 199 I-820 I-820
YEAR 2040 PROJECTIONS FROM FROM FROM
APPROVED BY TXDOT AZLE AVE NAVAJO TR SH 199
TPRP DIVISION TO TO TO
I-820 SH 199 MARINE CREEK PKWY
DIRECTIONAL DISTRIBUTION 41/59 49/51 51/49
PERCENT TRUCKS OF DHV 1.1 % 2.3 % 2.3 %
K FACTOR 11.0 9.0 9.0

TRAFFIC VOLUME: EB WB EB WB EB WB
CURRENT ADT (2017) 17,430 25,180 32,020 33,290 43,230 40,730
PROJECTED ADT (2020) 18,510 26,700 33,950 35,290 45,840 43,190
PROJECTED ADT (2040) 25,490 36,780 40,750 48,480 63,120 59,480

PRELIMINARY
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PREPARED UNDER THE SUPERVISION OF
MARK C. LORANCE, P.E. 82013 FEBRUARY 19, 2019
P.E. # DATE

HORIZONTAL 0 20 40
VERTICAL 0 2 4
GRAPHIC SCALES IN FEET

ROLL 1 OF 1

ALTERNATIVE 3
PUBLIC MEETING DISPLAY
FEBRUARY 19, 2019

ROLL 1 OF 1

SH 199 (CSJ: 0171-05-068)
TARRANT COUNTY

Alternative Evaluation & Comparison

EVALUATION CRITERIA	CRITERIA DESCRIPTION	NO-BUILD	ALT 1	ALT 2	ALT 3
IMPROVE MOBILITY	Increases highway capacity and provides an optimum Level of Service (measured travel flow & performance) for travel demand through year 2045.	Poor	Excellent	Good	Good
IMPROVE OPERATIONS	Improves travel speed and times and reduces travel delays for travel demand through year 2045.	Poor	Excellent	Good	Excellent
IMPROVE SAFETY	Addresses crash-prone locations with roadway geometric solutions that support access demand and driver expectancies.	Poor	Excellent	Excellent	Good
PROVIDE TRANSPORTATION OPTIONS	Provides the opportunity and means for all-inclusive, multi-modal solutions.	Poor	Good	Good	Good
DEVELOP SAFE TRANSPORTATION SOLUTIONS	Can be constructed in prioritized phases depending on availability of transportation and local funding.	Poor	Poor	Fair	Good
SOCIAL & ENVIRONMENTAL EFFECTS	Protects the natural, human, and cultural environment.	Excellent	Poor	Fair	Good
ECONOMIC DEVELOPMENT	May strengthen surrounding development without impacting the existing development adjacent to the corridor.	Fair	Fair	Fair	Good

Poor Fair Neutral Good Excellent

You're Invited!

OPEN HOUSE PUBLIC MEETING

SH 199 at I-820 Interchange

SH 199: From Azle Avenue to Biway Street

I-820: From Navajo Trail/Cahoba Drive to Marine Creek Parkway

PLEASE JOIN US

Tuesday, February 19, 2019

6:00 p.m. – 7:30 p.m.

Lake Worth High School Cafeteria

4210 Boat Club Road
Lake Worth, Texas 76135

The Texas Department of Transportation wants your input on proposed improvements to transform SH 199 from Azle Avenue to I-820 into a freeway with frontage roads and an interchange at I-820. The study goals are to improve mobility, capacity, safety, and provide transportation options.

You can view layouts of the proposed project and visit with project personnel to answer your questions. There will not be a formal presentation.

If you have questions, comments or have special communication and/or accommodation needs, please contact:

Sam Yacoub, P.E., PMP
Project Manager

(817) 370-6560
sam.yacoub@txdot.gov

Texas Department of Transportation
2501 SW Loop 820
Fort Worth, TX 76133

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 16, 2014, and executed by FHWA and TxDOT.

Lake Worth City Council Meeting – February 12, 2019

Agenda Item No. F.1

From: Stacey Almond, City Manager

Item: Discuss and consider a Master Lease Agreement for the lease of City vehicles and a Full Maintenance Agreement for fleet management services with Enterprise Fleet Management and authorize the City Manager to execute the agreements.

Summary:

On order to improve the city's ability to budget for future fleet replacements, staff proposed utilizing funding for an equity lease agreement with Enterprise Fleet Management for vehicle replacement and maintenance services. This will allow the city to replace vehicles in a timelier manner which reduces maintenance and fuel costs and allows the city to receive a larger amount of equity out of the sale of vehicles. With this program, all maintenance costs will be fixed for non-emergency vehicles. Supervisors will also have access to a dashboard to track fuel costs and receive maintenance alerts to ensure needed work is completed.

Staff made a presentation to City Council at the January 11, 2019 workshop which outlined expenses over the next 5 years of the proposed lease program. These documents have been provided below for additional review.

The Maintenance Management Agreement portion would outsource all city vehicle maintenance. Moving forward the primary maintenance for the city's fleet would take place at a local certified vendor or under warranty at a local dealership.

Staff examined alternatives for the financing and maintenance of vehicles consistent with the philosophy of the city and feel that Enterprise Fleet Management is a turn-key program designed for municipalities to finance and manage the replacement and maintenance of the city's fleet.

Fiscal Impact:

See attachment 11 below.

Attachments:

1. Master Lease Agreement
2. Addendum to Master Lease Agreement
3. Full Maintenance Agreement
4. Addendum to Full Maintenance Agreement
5. Maintenance Management Agreement
6. Addendum to Maintenance Management Agreement
7. Authorized Signature Certificate
8. Consignment Agreement
9. Award Letter
10. Fleet Synopsis
11. Total Fiscal Impact – All City Fleet
12. COLW Vehicle Maintenance Expenses (for reference)

Recommended Motion or Action:
Move to approve a Master Lease Agreement for the lease of City vehicles and a Full Maintenance Agreement for fleet management services with Enterprise Fleet Management and authorize the City Manager to execute the agreements.

enterprise

FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be

made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in

any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle,

which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

Upon completion of Lessee's financial obligations to their lease(s), Lessee may have the option to take ownership of their vehicle. This option may be exercised by the payment of the Reduced Book Value to the Lessor as defined in Section 3 of the Master Lease Agreement (which includes any rents and accounts receivable due). Given agreed-upon depreciation rates, Lessor does not intend for this to be a bargain purchase option.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under

this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Lake Worth

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

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enterprise
FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of _____, 2019 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of _____, 2019 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Lake Worth ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. For purposes of this agreement, hazardous substances shall be defined as any substance that requires an Environmental Protection Agency (EPA) placard or additional insurance to transport such substance. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 9(c) of the Master Equity Lease Agreement is amended to add the following paragraph:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law and except in the event of the negligence or willful misconduct of Servicer (or any other agent of Lessor), Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended, nor shall it be construed by Lessor or any other party, to be a waiver of any sovereign, governmental or other applicable immunity afforded to Lessee pursuant to Texas law.

Section 14, first paragraph of the Master Equity Lease Agreement is amended to read as follows:

The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; or (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective three (3) days after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles). Exclusive venue for any legal action regarding this Agreement shall lie in Tarrant County, Texas, and each party agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas in respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to this Agreement.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the Lessee to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the Lessee. The parties further agree that should the Lessee fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Additional Section 20 is added to the Master Equity Lease Agreement and reads as follows:

No Boycotting Israel. As required by Chapter 2270, Texas Government Code, Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the _____ day of _____, 2019.

_____	_____
City of Lake Worth (Lessee)	Enterprise FM Trust (Lessor) By: Enterprise Fleet Management, Inc., its attorney in fact
By_____	By _____
Title:_____	Title: _____

enterprise
FLEET MANAGEMENT

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed $50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding $50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE:	_____	EFM:	Enterprise Fleet Management, Inc.
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Attention:	_____	Attention:	_____
Fax #:	_____	Fax #:	_____
Date Signed:	_____, _____	Date Signed:	_____, _____

Initials: EFM_____ Customer_____

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AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of _____, 2019 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of _____, 2019 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Lake Worth ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas (without reference to conflict of law principles). Exclusive venue for any legal action regarding this Agreement shall lie in Tarrant County, Texas, and each party agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas in respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to this Agreement.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the __ day of _____, 2019.

_____	_____
City of Lake Worth (Lessee)	ENTERPRISE FLEET MANAGEMENT, INC.
By_____	By_____
Title:_____	Title:_____

enterprise
FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over $75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM_____ Customer_____

8. FEES: EFM will charge the Company for the service under this Agreement $_____ per month per Card, plus a one time set-up fee of $0.00_____.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company:	_____	EFM:	Enterprise Fleet Management, Inc.
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Date Signed:	_____, _____	Date Signed:	_____, _____

Initials: EFM_____ Customer_____

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AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of _____, 2019 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the ____ day of _____, 2019 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Lake Worth ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within thirty (30) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Texas (determined without reference to conflict of law principles). Exclusive venue for any legal action regarding this Agreement shall lie in Tarrant County, Texas, and each party agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas in respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to this Agreement.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the ____ day of _____, 2019.

_____	_____
City of Lake Worth (Company)	ENTERPRISE FLEET MANAGEMENT, INC.
By_____	By_____
Title:_____	Title:_____

enterprise FLEET MANAGEMENT

AUTHORIZED SIGNER

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name	Title
Print Name	Title
Print Name	Title
Print Name	Title
Print Name	Title
Print Name	Title

are authorized and empowered on behalf of and in the name of this Company to execute Motor Vehicle with EFM on such terms as may be agreed to by said person.

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Print Name	Title
Signature	Company Name

Date

© 2018 Enterprise Fleet Management, Inc. 400479 Authorized Signer Page

CONSIGNMENT AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri corporation (hereinafter referred to as "Enterprise") and City of Lake Worth (hereinafter referred to as "CUSTOMER") on this _____ day of _____, 2019 (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale; and

B. The CUSTOMER is in the business of City Government.

C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.

2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.

3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.

4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of $400 ("Service Fee") plus towing at prevailing rates.

5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.

6. Time for Payment:

   (a) No later than twenty (20) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle.

   (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior

to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree, to the extent permitted by law, to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER, to the extent permitted by law, shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall, to the extent permitted by law, defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of $1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual

cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Governing Law/Venue. This Agreement is governed by the substantive laws of the State of Texas (determined without reference to conflict of law principles). Exclusive venue for any legal action regarding this Agreement shall lie in Tarrant County, Texas, and each party agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas in respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to this Agreement.

"ENTERPRISE"	"CUSTOMER"
By_____	By_____
Signature	*Signature*
Printed Name:	Printed Name:
Title:	Title:
_____	_____
Date	Date

Exhibit A

Vehicles To Be Sold By Enterprise Pursuant to Consignment Agreement
For (CUSTOMER)_____

Vin Number	Year	Make/Model

February 12th, 2019

Jennifer Bertram
Enterprise Fleet Management
1420 W. Mockingbird Lane, Ste. 640
Dallas, TX 75234

Dear Jennifer Bertram:

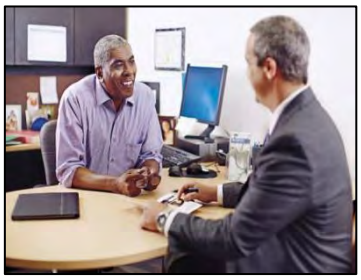
After review and evaluation of the Fleet Management piggybacking TIPS RFP #2072816, City of Lake Worth is pleased to award this proposal to Enterprise Fleet Management.

The contract agreement to be prepared as a result of this award will be one which incorporates by reference all the requirements, terms and conditions of the solicitation and the contract proposal as negotiated.

On behalf of City of Lake Worth, we thank you and look forward to a mutually beneficial relationship with your company.

Sincerely,

Stacey Almond
City Manager
City of Lake Worth



FLEET MANAGEMENT

FLEET SYNOPSIS | CITY OF LAKE WORTH

3805 Adam Grubb Street
Lake Worth, TX 76135

Enterprise Fleet Management, Inc.
600 Corporate Park Drive
St. Louis, MO 63105
314-512-5000 Main
314-518-5583 Fax

Jennifer Bertram
Sr. Account Executive
1420 West Mockingbird Lane, Ste. 640
Dallas, TX 75247
469-358-4304
Jennifer.Bertram@efleets.com

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FLEET SYNOPSIS | CITY OF LAKE WORTH

Impact of Partnership

BACKGROUND

Location: Tarrant County, TX

Industry: Government

Total Vehicles: 37

THE SITUATION

The City of Lake Worth is looking for a solution to better manage its aging fleet.

- 27% of the current light and medium duty fleet is over 10 years old.
- Older vehicles have higher fuel costs, maintenance costs, and tend to be unreliable.
- Average age of the NON – Emergency Response is over **10 years old**

THE OBJECTIVES

Enterprise Fleet Management's proposal is to save city resources and budget dollars through a managed vehicle program.

- Utilize an open-end lease* as a funding mechanism, allowing the city to acquire additional vehicles while avoiding a large capital budget outlay.
- Replace aged vehicles with newer models to increase fuel efficiency and reduce maintenance expense. Maintenance and repairs will be outsourced to local businesses to further stimulate economic growth and the integration of more fuel efficient vehicles will reduce carbon footprint.
- Establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety.

*An open-end lease means there are no early termination, mileage, or abnormal wear and tear penalties. Leases are written to a residual balance to preserve cash flow. The city receives flexibility of ownership, as well as net equity from sale at time of disposal.

CLIENT TESTIMONTIAL

"There are many benefits for using Enterprise for the city fleet vehicles. It allows the city to budget for fleet replacement, and it allows the city to replace the vehicles more frequently, reducing maintenance and fuel costs due to more efficient vehicles."

– Dana Thornhill, Finance Manager, City of Anna

THE RESULTS

By partnering with Enterprise Fleet Management, it is estimated that the city will reduce their fuel costs by 23%. The City will also reduce maintenance cost by approximately 28% in the first year. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the City will leverage Enterprises Fleet Management's ability to sell vehicles at an average of 113.5% above Commercial Value Index. By shifting from a reactively replacing inoperable vehicles to planning vehicle purchases, the City of Lake Worth will be able replace 14 of its oldest vehicles within a year, turning 37% of their vehicles into newer, safer, more efficient models.

Jennifer Bertram | (469)358-4304 | Jennifer.Bertram@efleets.com

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SUPPORTING EVIDENCE | CITY OF LAKE WORTH

TOTAL FLEET

	Oct-19	Oct-20	Oct-21	Oct-22	Oct-23
	Year 1 *	Year 2	Year 3	Year 4	Year 5
Accumulative Quantity of Leased Vehicles	22	26	29	35	37
Equity in Owned Vehicles to Replace**	$ (263,902)	$ (34,800)	$ (29,300)	$ (78,100)	$ (11,200)
Accumulated Annual Payment	$ 162,596	$ 195,839	$ 221,244	$ 275,922	$ 291,079
Upfront Aftermarket	$ 71,596	$ 15,637	$ 14,137	$ 30,709	$ 7,893
Equity at Term***	$ -	$ -	$ -	$ -	$ (178,432)
Net Cash After Equity	$ (29,710)	$ 176,675	$ 206,081	$ 228,531	$ 109,340

*Year 1 includes (14) replacement vehicles & the buyout of (8) vehicles that just delivered from FY18
** Estimated Equity is sight unseen and does not include the cost of deinstalling aftermarket or deidentifying the vehicle
*** Estimated Equity at Term is the equity at the end of 5 Years for the first 22 vehicles replaced

POLICE DEPARTMENT

	Oct-19	Oct-20	Oct-21	Oct-22	Oct-23
	Year 1 *	Year 2	Year 3	Year 4	Year 5
Accumulative Quantity of Leased Vehicles	8	9	10	12	14
Equity in Owned Vehicles to Replace**	$ (124,140)	$ -	$ (6,600)	$ (14,700)	$ (11,200)
Accumulated Annual Payment	$ 59,026	$ 68,723	$ 78,419	$ 97,812	$ 112,969
Upfront Aftermarket	$ 31,573	$ 7,893	$ 7,893	$ 15,786	$ 7,893
Equity at Term***					$ (36,829)
Net Cash After Equity	$ (33,541)	$ 76,616	$ 79,712	$ 98,898	$ 72,834

* Year 1 Equity includes buying out (4) 2018 Ford Utility Interceptors (without aftermarket) for $28,265 each
** Estimated Equity is sight unseen and does not include the cost of deinstalling aftermarket or deidentifying the vehicle
*** Estimated Equity at Term is the equity at the end of 5 Years for the first 9 vehicles replaced
****No equity is recoginzed in Year 2 since we are holding on to that unit to replace VIPS current 1999 year old vehicle

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SUPPORTING EVIDENCE | CITY OF LAKE WORTH

NON-EMERGENCY RESPONSE

	Oct-19	Oct-20	Oct-21	Oct-22	Oct-23
	Year 1 *	Year 2	Year 3	Year 4	Year 5
Accumulative Quantity of Leased Vehicles	11	14	16	19	19
Equity in Owned Vehicles to Replace **	$ (120,562)	$ (34,800)	$ (22,700)	$ (44,800)	$ -
Accumulated Annual Payment	$ 73,015	$ 96,561	$ 112,270	$ 137,326	$ 137,326
Upfront Aftermarket	$ 13,987	$ 7,744	$ 6,244	$ 6,244	$ -
Equity at Term					$ (99,316)
Net Cash After Equity	$ (33,560)	$ 69,505	$ 95,814	$ 98,770	$ 38,011

*This Scenario is based on buying out the (4) FY18 orders and influxing cash back toward year 1 replacements - approximately $84,108
** Estimated Equity is sight unseen and does not include the cost of deinstalling aftermarket or deidentifying the vehicle
*** Estimated Equity at Term is the equity at the end of 5 Years for the first 11 vehicles replaced
****Non-Emergency Resonse incldues Public Works, Building Development & Animal Control

FIRE DEPARTMENT

	Oct-19	Oct-20	Oct-21	Oct-22	Oct-23
	Year 1	Year 2	Year 3	Year 4	Year 5
Accumulative Quantity of Leased Vehicles	3	3	3	4	4
Equity in Owned Vehicles to Replace*	$ (19,200)	$ -	$ -	$ (18,600)	$ -
Accumulated Annual Payment	$ 30,555	$ 30,555	$ 30,555	$ 40,784	$ 40,784
Upfront Aftermarket	$ 26,036	$ -	$ -	$ 8,679	$ -
Equity at Term**					$ (42,288)
Net Cash After Equity	$ 37,391	$ 30,555	$ 30,555	$ 30,862	$ (1,504)

*Estimated Equity is sight unseen and does not include the cost of deinstalling aftermarket or deidentifying the vehicle
** Estimated Equity at Term is the equity at the end of 5 Years for the first 3 vehicles replaced

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CASE STUDY | CITY OF LA QUINTA

enterprise FLEET MANAGEMENT

The City will replace all of its vehicles and reduce costs by 12% with Enterprise.

BACKGROUND

Location: City of La Quinta
Industry: Municipality
Total vehicles: 39 vehicles

THE CHALLENGE

The City of La Quinta uses a pool of 39 vehicles for its departmental needs. Vehicle maintenance issues were starting to compound, along with repair costs. Replacing vehicles and keeping up with maintenance costs would not fit in the budget. As a result, the City did not replace any of its aging vehicles. With 30 vehicles over 10 years old, maintenance expenses and issues grew due to age and condition of the fleet.

THE SOLUTION

Enterprise Fleet Management's program gave the City of La Quinta the opportunity to replace older vehicles with little upfront capital. With Enterprise, the City right-sized its fleet and provided the appropriate vehicle for each department's needs. Long term, the City implemented a three-year replacement plan to phase out older vehicles. To reduce and streamline the cost of maintenance, the fixed budget maintenance program has been on-boarded, which saved the City approximately 70% of its current maintenance expenses.

"Enterprise provides a dedicated fleet manager who reviews the fleet and tracks vehicle usage to maintain value and efficiency. The client website tool provides complete transparency with the ability to easily manage our vehicles. Drivers use the mobile app to find fuel and repair locations, accident reporting, and mileage tracking."

– Steve Howlett, Facilities Director

The Fleet Management program helps the City reduce the Total Cost of Ownership for its vehicles by taking advantage of savings that start from vehicle acquisition and to point of resale.

THE RESULTS

Once fully implemented, the ten-year plan is projected to save the City of La Quinta 12%. Enterprise provides the City with assistance in selling its older vehicles, and has exceeded estimated vehicle resale by $740 per vehicle than the original estimate.

To learn more, visit efleets.com or call 877-23-FLEET.

No City of La Quinta funds or resources were used for the production or promotion of this case study.

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Key Results

12% REDUCTION IN FLEET OPERATING COSTS OVER 10 YEARS

70% MAINTENANCE SAVINGS

3-YEAR VEHICLE REPLACEMENT PLAN

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SAFETY

-10 vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control and airbag standardization and anti-lock brake control.

-12 vehicles predate Electronic Stability Control. According to the Highway Traffic Safety Administration, this is the most important safety feature since the seatbelt.

ACCOUNT MANAGEMENT

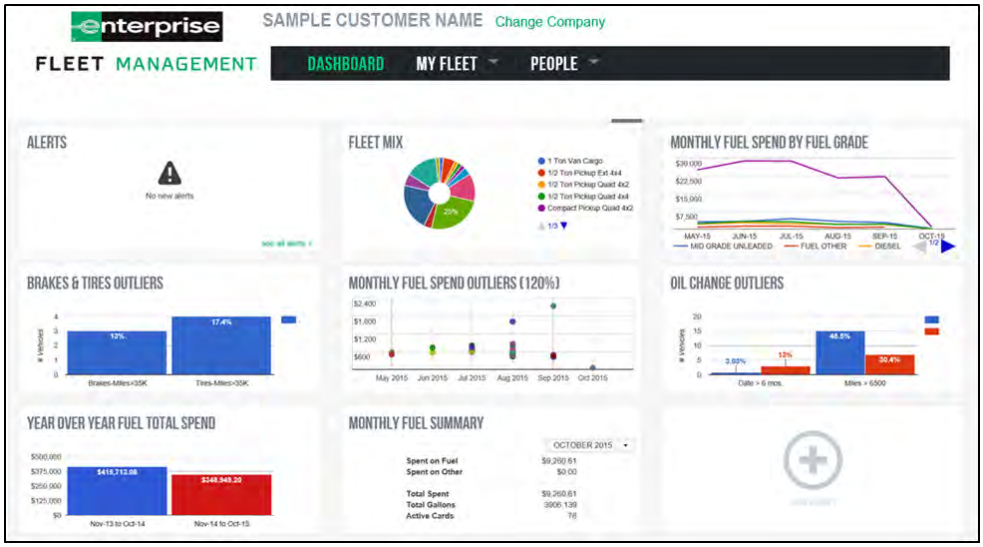
The City of Lake Worth will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Meeting with you at minimum 4 times a year- 2 of those are financial planning meetings. These are an Annual Client Review and a Fleet Analysis Meeting.
- Your Account Manager will provide ongoing analysis, which can include best makes/models, cents per mile, total cost of ownership, and replacement analysis.
- Monthly management reports consisting of a single invoice with all charges

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data to have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our *Mobile App* also allows drivers a wide range of functions.

- **Invoices**- to include lease, maintenance, and ancillaries- all in one invoice
- **Maintenance Utilization**- review the life-to-date maintenance per vehicle
- **Recall Information**- see which units that are approaching the lease term still have open recalls
- **License & Registration**- see which plate renewals are being processed by Enterprise; view status
- **Alerts**- set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis**- see data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



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CURRENT PARTNERS

- **City of Waxahachie**
- **City of Corinth**
- **City of Bedford**
- **City of Keller**
- **City of Anna**
- **City of Justin**
- **City of Haltom**
- **City of Kennedale**
- **City of Denison**
- **City of Lake Worth**
- **City of Commerce**
- **Town of Prosper**
- **City of Willow Park**
- **City of San Marcos**
- **City of Fredericksburg**
- **San Marcos**
- **City of Orange**
- **City of Beaumont**
- **City of Alvin**

REFERENCES

Below is a list of at least three (3) client/customer references including company name, contact person, and telephone number.

Company Name: City of Corinth

Business Phone #: 940-498-3243

Contact Person: Bob Hart, City Manager

Company Name: City of Bedford

Business Phone #: 979-541-5004

Contact Person: Cliff Blackwell, Assistant City Manager

Company Name: City of Commerce

Business Phone #: 903-886-1130

Contact Person: Darrek Farrell, City Manager

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*** Estimated Equity at Term is the equity at the end of 5 Years for the first 22 vehicles replaced

CITY OF LAKE WORTH
VEHICLE MAINTENACE EXPENSE
FOR FISCAL YEARS ENDING 09/2014 THROGH 09/2018

	AMOUNTS BY FISCAL YEAR					5 YEAR
Deprtment	09/2014	09/2015	09/2016	09/2017	09/2018	TOTAL
GENERAL FUND						
Police	14,259.43	11,797.66	12,995.40	11,680.95	21,842.54	72,575.98
Fire	18,454.42	21,846.26	20,907.81	27,985.28	68,699.25	157,893.02
Street		267.92	1,662.82	314.67	13,399.51	15,644.92
Parks		3,364.92	2,776.16	4,056.30	1,698.05	11,895.43
Maintenance	243.77	1,836.78	1,620.10	1,446.80	6,481.00	11,628.45
Animal Control	436.08	777.14	663.39	424.80	335.18	2,636.59
Permits/Code	4,233.96	678.48	1,661.30	752.39	1,343.98	8,670.11
					GENERAL FUND TOTAL	280,944.50
CCPD						
Police	9,855.19	10,252.64	8,569.58	16,233.08	9,449.55	54,360.04
ST MAINT FUND						
Street		4,962.89	4,025.70	26,877.95		35,866.54
WATER/SEWER FUND						
Water		4,753.82	7,628.49	8,527.89	5,398.27	26,308.47

TOTAL-ALL FUNDS	397,479.55
AVERAGE PER YEAR	79,495.91

LESS INSURANCE REPAIRS						
Police (GF)				-2,624.03	-7,841.67	-10,465.70
Police (CCPD)	-2,769.76		-2,276.38	-11,812.03	-6,398.75	-23,256.92
Parks				-1,287.75		-1,287.75
Street (St Maint)			-1,381.66			-1,381.66
LESS APPARATUS REPAIRS						
Fire Department	-12,321.04	-10,191.70	-11,394.92	-11,031.83	-37,252.29	-82,191.78
					TOTAL MAINT REDUCTIONS	-118,583.81

TOTALS AFTER DEDUCTING AMOUNTS FOR	*NET VEHICLE MAINTENANCE*	278,895.74
KNOWN INSURANCE REPAIRS (BODY WORK)	*AVERAGE PER YEAR*	55,779.15
AND KNOWN FD APPARATUS MAINTENANCE		

Net Vehicle Maintenance amounts include vehicle inspections and registrations and are likely to include minor repairs for body work and FD apparatus maintenance.

CITY OF LAKE WORTH
VEHICLE PURCHASES
FOR FISCAL YEARS ENDING 09/2014 THROUGH 09/2018

	AMOUNTS BY FISCAL YEAR					5 YEAR
Department	09/2014	09/2015	09/2016	09/2017	09/2018	TOTAL
POLICE (GF & CCPD)						
Ford Explorer (4)	99,708.00					99,708.00
Ford Explorer		24,766.00				24,766.00
Ford Interceptor (2)			51,919.96			51,919.96
Ford Interceptor				30,255.00		30,255.00
Chevy Silverado				32,125.25		32,125.25
Ford Interceptor (4)					153,631.31	153,631.31
PD TOTALS	99,708.00	24,766.00	51,919.96	62,380.25	153,631.31	392,405.52
Ford Interceptor			25,959.98			25,959.98
PERMITS/CODE						
Ford Explorer	24,666.00					24,666.00
STREET DEPT						
Ford F350		25,379.00				25,379.00
Ford F250				24,102.00		24,102.00
PERMITS/CODE TOTALS		25,379.00		24,102.00		49,481.00
ANIMAL CONTROL						
Ford F250 (2011)					12,924.98	12,924.98
WATER DEPARTMENT						
Ford F250				24,102.00		24,102.00
Ford F350 w/Crane				63,899.17		63,899.17
WATER DEPT TOTALS				88,001.17		88,001.17
ANNUAL TOTALS-ALL DEPTS	124,374.00	50,145.00	77,879.94	174,483.42	166,556.29	593,438.65
					AVERAGE PER YEAR	118,687.73

Costs do not include aftermarket equipment purchases

Five (5) additional new vehicles budgeted for FY 2018, but being purchased FY 2019
One (1) new vehicle budgeted for FY 2019

CITY OF LAKE WORTH
VEHICLE MAINTENANCE PERSONNEL COST
FOR FISCAL YEARS ENDING 09/2014 THROUGH 09/2018

FY 2019 Budget

188,317 Total salaries & related costs for Maintenance Dept

132,616 Total for Mechanic and Crew Leader

70.42% Mechanic & Crew Leader percentage of total

ACTUAL COSTS PRIOR YEARS

FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
105,782	150,243	153,179	151,823	161,145
70.42% of total				
74,492	105,801	107,869	106,914	113,478

Lake Worth City Council Meeting – February 12, 2019

Agenda Item No. F.2

From: Stacey Almond, City Manager

Item: Discuss and consider Resolution No. 2019-03, calling the May 4, 2019 City Council Election, authorizing a joint election contract with other Tarrant County political subdivisions and contract with Tarrant County for election services and authorize the City Manager to execute the contract.

Summary:

The City Council is required by the Texas Election Code to order the City's General Election of Officials. Resolution No. 2019-03 orders the City's Election for May 4, 2019. The resolution also authorizes the city to hold its election jointly with other Tarrant County entities, contract with Tarrant County to administer the joint election, and establishes voting locations.

The City Secretary's Office is responsible for conducting municipal elections as prescribed by the Election Code of the State of Texas and the City of North Richland Hills' City Charter.

The City Charter states that the governing body of the City shall consist of a Mayor and seven (7) Council persons who shall be elected for terms of two years. All places, including the Mayor, will be elected at large. The Mayor and Council persons in Places 2, 4, and 6 shall be elected in odd-numbered years and Council persons in Place 1, 3, 5 and 7 elected in even-numbered years.

Pursuant to Section 3.004 of the Texas Election Code, the governing body of a political subdivision shall order the General Election. An election may only be held on a uniform election date—first Saturday in May or the first Tuesday after the first Monday in November.

In accordance with state law, Resolution No. 2019-03 orders the City's General Election of Officials to be held on May 4, 2019. Persons elected to offices of the Mayor and City Council Places 2, 4, and 6 shall be for a term of two years. The resolution establishes Election Day voting locations, provides for the appointment of election officials, early voting and Election Day procedures, and authorizes the City Manager to execute a joint election agreement and contract for election services with Tarrant County

The filing period for the 2019 General Election began January 16, 2019 and concludes on February 15, 2019. Candidates will file their completed application with the City Secretary's Office during the business week between the hours of 8:00 a.m. and 5:00 p.m.

Early voting will begin April 22, 2019 and continue through April 30, 2019. In the event a run-off election should be needed, the resolution sets June 8, 2019 as the run-off date, provides for early voting days and times and allows the contract with Tarrant County to be extended to the run-off election.

As in previous years, the city's election will be held jointly with other Tarrant County political entities holding an election to be administered by Tarrant County. Following the filing period (February 15, 2019), Tarrant County will provide a finalized contract that includes all entities participating and holding an election. It is anticipated that the election contract will be similar to previous contracts with the county and will include the following provisions:

- Tarrant County Elections Administrator, or designee, will serve as the administrator of the Joint Election with each participating entity remaining responsible for decisions and actions as required by law.

- Early voting will be conducted jointly with all participating entities beginning on April 22, 2019 and ending on April 30, 2019 at the locations and times established by the county. Lake Worth voters may vote early at:
  - Tarrant County Elections Center, 2700 Premier, Fort Worth; (Main Early Voting Location)
  - Tarrant County Sheriff's Office-North Patrol Division, 6651 Lake Worth Boulevard;
  - any of the other joint early voting locations (within Tarrant County)

- Early voting by personal appearance will be conducted exclusively on the county's eSlate Electronic Voting System. On Election Day, voters will have a choice between the eSlate electronic voting system or a paper ballot that is scanned using Tarrant County's EScan voting system.

- Ballots that contain content for more than one joint participant because of overlapping territory will be arranged in the following order: Independent School District, City, Water District(s), College District and other political subdivisions.

- On Election Day, Lake Worth voters will vote at their designated polling location – Tarrant County Sheriff's Office-North Patrol Division.

- The Tarrant County Elections Administrator will release unofficial cumulative totals and precinct returns of the election as precincts report to the central and remote tabulating stations and the returns are tabulated. The unofficial cumulative totals and precinct returns will be released to the joint participants, candidates, press and general public by distribution of hard copies at the central counting station (2700 Premier Street, Fort Worth) and by posting to the county web site. On Election night, the county will not allow the release of the results printed on the tapes produced by the voting equipment to any participating entity at any of the remote collection sites or by phone from the individual polling locations. Each participating entity will receive their election results from either the county's central counting station or county website.

- The Elections Administrator will be the general custodian of the voted ballots and all records of the Joint Election.

Fiscal Impact:

Election expenses will be allocated among the participating entities according to a formula based on the average cost per Election Day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling locations will be pro-rated equally among the participants using the polling location.

Attachments:

1. Resolution No. 2019-03.

Recommended Motion or Action:

Move to approve Resolution No. 2019-03, calling the May 4, 2019 City Council Election, authorizing a joint election contract with other Tarrant County political subdivisions and contract with Tarrant County for election services and authorize the City Manager to execute the contract.

RESOLUTION NO. 2019-03

A RESOLUTION OF THE CITY OF LAKE WORTH, TEXAS, CALLING AND ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 4, 2019; APPROVING A JOINT CONTRACT WITH TARRANT COUNTY FOR ELECTION SERVICES; DESIGNATING A POLLING PLACE; AUTHORIZING THE TARRANT COUNTY ELECTIONS ADMINISTRATOR TO APPOINT AN ELECTION JUDGE AND AN ALTERNATE JUDGE; PROVIDING FOR EARLY VOTING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 41.001 of the Texas Election Code (the "Code") specifies that the first Saturday in May shall be a "Uniform Election Date" and that a general election of a City may be held on such day; and

WHEREAS, state law and the charter of the City of Lake Worth require that a general election be held; and

WHEREAS, all of the City of Lake Worth and its voting precincts (Precincts 4091, 4053, 4242, and 4285) are located only within Tarrant County, of which, due to the number of registered voters, may elect to consolidate election results under one precinct of Precinct 4091; and

WHEREAS, by this Resolution, it is the intention of the City Council to adopt all requirements of an Election Order and Notice of Election in accordance with state law and authorize a contract with Tarrant County for joint election services.

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

SECTION 1 GENERAL ELECTION CALLED/ORDERED: A general election shall be held in the City of Lake Worth, Texas, on Saturday, May 4, 2019, at which the following officers will be elected:

MAYOR
COUNCILMEMBER PLACE 2
COUNCILMEMBER PLACE 4
COUNCILMEMBER PLACE 6

SECTION 2 TERM OF OFFICE: In accordance with the City Charter, the candidate for each office receiving the highest number of votes for such office shall be elected to a two (2) year term beginning May 2019 and ending May 2021, or until a successor is duly elected and qualified.

SECTION 3 APPLICATION FOR A PLACE ON THE BALLOT: Any eligible and qualified person shall have his/her name printed upon the official ballot as a candidate for the offices herein set forth by filing his/her sworn application with the City Secretary not earlier than Wednesday, January 16, 2019 and not later than 5:00 p.m. Friday, February 15, 2019. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary conducted pursuant to state law and City Charter. Notice of the time and place for such drawing shall be given in accordance with the Code.

SECTION 4 JOINT ELECTION AGREEMENT AND CONTRACT AUTHORIZED: The City Secretary is hereby authorized to contract (the "Contract") with Tarrant County for joint election services and the City Manager shall sign the Contract. At the time the Contract and its attachments are finalized, it shall be a part of this resolution. In the event of a conflict between this Resolution and the Contract, the Contract shall control.

SECTION 5 ELECTION DAY POLLING PLACE: The Election Day polling place for the general election shall be at the Tarrant County Sheriff's Office- North Patrol Division located at 6651 Lake Worth Boulevard, Lake Worth, Texas between the hours of 7:00 a.m. and 7:00 p.m.

SECTION 6 APPOINTMENT OF ELECTION JUDGE AND ALTERNATE ELECTION JUDGE: The Presiding Election Judge and Alternate Presiding Election Judge shall be appointed by Tarrant County as indicated in the Contract and authorized by Chapter 271 of the Code.

SECTION 7 PUBLICATION AND POSTING OF NOTICE OF ELECTION: Notice of the election shall be published in the newspaper and posted in accordance with the provisions of the Code.

SECTION 8 EARLY VOTING:

a. Early voting by personal appearance. Heider Garcia, the Tarrant County Elections Administrator, acting pursuant to Texas Government Code §601.002, ("Elections Administrator"), is hereby designated as the Early Voting Clerk for the election, as so indicated in the Contract. Early voting by personal appearance shall commence April 22, 2019 and shall continue until April 30, 2019. Specific days, times and locations shall be designated by the Elections Administrator and included in the Contract (to be included as an Attachment after its approval) and shall be in compliance with state law. The main early voting site shall be at the Tarrant County Election Center at 2700 Premier Street, Fort Worth, Texas, 76111. The early voting site in Lake Worth shall be at the Tarrant County Sheriff's Office- North Patrol Division located at 6651 Lake Worth Boulevard, Lake Worth, Texas. On at least two weekdays during the early voting period, the location for early voting shall be open for at least twelve (12) hours as mandated by state law and as indicated in the aforementioned attachment.

b. Early voting by mail. The Elections Administrator shall be responsible for the Early Voting applications and ballots. Applications for early voting by mail may be obtained by contacting the Elections Administrator's office at (817) 831-8683. Applications may be submitted to the Tarrant County Elections Administrator by mail at P. O. Box 961011, Fort Worth, Texas 76161-0011; or by fax at (817) 831-6118; or by e-mail at votebymail@tarrantcounty.com not later than April 23, 2019 by the close of regular business or by 12 noon, whichever is later. Applications may also be delivered in person at the Tarrant County Election Center at 2700 Premier Street, Fort Worth, Texas, 76111 beginning January 1, but not later than April 23, 2019. The City Secretary is directed to forward applications and ballots she may receive to the Elections Administrator as provided in the Contract.

c. Early Voting Ballot Board. Early voting, both by personal appearance and by mail shall be canvassed by an Early Voting Ballot Board which is hereby created. According to the Contract, Tarrant County shall appoint the Early Voting Ballot Board to process early voting results from the election.

SECTION 9 RUNOFF ELECTION: In accordance with Section 2.025 of the Texas Election Code, in the event no candidate receives a majority of votes for an office, there shall be a runoff election held on June 8, 2019. The polling place on Election Day for the runoff election shall be at the same polling places as those of the original election, and the hours of voting shall be between 7:00 a.m. and 7:00 p.m. Early voting by personal appearance shall be held at the same locations set out in Section 10 hereof on each day that is not a Saturday, Sunday, or an official State Holiday, beginning on Tuesday, May 28, 2019 and continuing through Tuesday, June 4, 2019 between the hours of 8:00 a.m. and 5:00 p.m. except June 1 and June 3-4 when voting will be between the hours of 7:00 a.m. and 7:00 p.m. and June 2 when voting will be between the hours of 11:00 a.m. and 4:00 p.m.

SECTION 10 METHOD OF VOTING: Early Voting by personal appearance shall be conducted exclusively on Tarrant County's eSlate electronic voting system. On Election Day, voters shall have a choice between voting on the eSlate electronic voting system or by a paper ballot that is scanned at the polling place using Tarrant County's eScan voting system. All expenditures necessary for the conduct of the election, the purchase of materials thereof, and the employment of all election officials are hereby authorized and shall be conducted in accordance with the Contract and the Code.

SECTION 11 NECESSARY ACTIONS: The City Manager and the City Secretary of the City, in consultation with the City Attorney if needed, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Contract in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 12 The City Secretary is also hereby authorized to appoint person(s) as appropriate to perform duties relating to this election in her absence, including but not limited to acceptance of candidate filings, in accordance with the City Charter and Section 1.007 (a-b) and 143.006 of the Texas Election Code.

PASSED AND APPROVED on the 12th day of February 2019.

CITY OF LAKE WORTH

By:_____
Walter Bowen, Mayor

ATTEST:

_____
Monica Solko, City Secretary

Lake Worth City Council Meeting – February 12, 2019

Agenda Item No. F.3

From: Stacey Almond, City Manager

Item: Discuss and approve Ordinance No. 1133, calling a Special Charter Election, authorizing a joint election contract with other Tarrant County political subdivisions and contract with Tarrant County for election services and authorize the City Manager to execute the contract.

Summary:

The City Council approved Ordinance No. 1108 on February 13, 2018 creating a Charter Review Commission and establishing Charter Review Commission Guidelines. The members of the Charter Review Commission met eight times between March 2018 and November 2018 and reviewed the entire Charter pursuant to its charge.

Charge to the Charter Commission:

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

In particular the Charter Review Commission focused their efforts on:

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

Staff presented the Charter Committee Recommendations to the City Council for review and discussion on December 11, 2018 and again at a Special called Workshop on January 11, 2019. City Council reviewed the amendments and directed staff to prepare an Ordinance calling a Special Election for the proposed ballet propositions.

Staff along with the City Attorney reviewed the proposed Propositions and provide the City Council with Exhibit “A” (draft Charter language) and Exhibit “B” (Propositions A-J).

The proposed 10 Propositions reflect the following changes:

EXHIBIT B

BALLOT LANGUAGE

Proposition A

Shall the Lake Worth Home Rule Charter be amended by renumbering Section 2.03 regarding City Council powers to Section 3.12; and clarifying powers of the City Council, including the appointment and removal of city officers, establishing administrative departments, adoption of the budget, inquiries into the conduct of city affairs, establishing the boundaries of the city, creating boards and commissions, fixing rates and charges for all utilities and public services, and the issuance of all bonds?

Proposition B

Shall Section 3.06 of the Lake Worth Home Rule Charter be amended to provide for a vote of a simple majority of all remaining members to appoint a qualified person to fill a Council vacancy?

Proposition C

Shall Section 3.09 of the Lake Worth Home Rule Charter be amended to provide that the Mayor Pro-Tem shall be chosen on a rotational basis based on place number, beginning with Place 1 and continuing through Place 7; and providing that the Mayor Pro-Tem shall act as Mayor during the disability or absence of the Mayor?

Proposition D

Shall Section 3.10 of the Lake Worth Home Rule Charter be amended to provide that the Mayor shall be recognized as the head of the city government for ceremonial purposes but shall have no regular administrative duties?

Proposition E

Shall Section 3.13 of the Lake Worth Home Rule Charter be added to provide that the Mayor and councilmembers may not hold any other city office or city employment; and that no former Mayor or councilmembers may hold employment with the City until one (1) year after the expiration of the term they were elected or appointed to hold?

Proposition F

Shall Section 4.03 of the Lake Worth Home Rule Charter relating to the official ballot be amended to provide that if two or more candidates have the same surname, their residence addresses must be printed with their names on the official ballot?

Proposition G

Shall Section 4.05 of the Lake Worth Home Rule Charter be amended to clarify that every municipal election must be handled in accordance with state law?

Proposition H

Shall Section 6.06 of the Lake Worth Home Rule Charter be amended to provide that within twenty-one (21) days after the date of certifying the petition of recall as sufficient, the City Secretary shall present such petition to the City Council of the City of Lake Worth at a regular meeting or special meeting called for that purpose?

Proposition I

Shall Section 7.03 of the Lake Worth Home Rule Charter be amended to require that the caption of each franchise ordinance be published in the official city newspaper at the franchisee's expense?

Proposition J

Shall Section 8.06 of the Lake Worth Home Rule Charter be amended to allow the City Council to remove the municipal judge at its discretion by a majority vote without a public hearing?

Fiscal Impact:

The amount of the Special Election is determined by Tarrant County and divided among participating agencies. The FY 18/19 Budget for the Election was $18,000.

Attachments:

1. Ordinance No. 1133

Recommended Motion or Action:
Move to approve Ordinance No. 1133, calling a Special Charter Election, authorizing a joint election contract with other Tarrant County political subdivisions and contract with Tarrant County for election services and authorize the City Manager to execute the contract

ORDINANCE NO. 1133

AN ORDINANCE OF THE CITY OF LAKE WORTH, TEXAS, CALLING A SPECIAL ELECTION FOR SATURDAY, MAY 4, 2019 FOR THE PURPOSE OF AMENDING THE CITY CHARTER; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council appointed a Charter Review Commission to review the City Charter for the purpose of making recommendations to the City Council for appropriate amendments to cause the Charter to be approved by the voters at an election called for such purpose on May 4, 2019; and

WHEREAS, the Charter Review Commission completed its review and provided a report of recommendations to the City Council for appropriate amendments to the City Charter; and

WHEREAS, the City Council after due consideration desires to conduct an election on proposed amendments to the Charter on the uniform election date of May 4, 2019;

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

SECTION 1. That an election is hereby ordered for May 4, 2019, for the purpose of submitting to the voters of the City for their approval or disapproval the proposed amendments to the Home Rule Charter of the City of Lake Worth, Texas contained in Exhibit "A" attached hereto and made a part of this Ordinance for all purposes.

SECTION 2. That notice of the election on the proposed Charter amendments shall be posted on the bulletin board used to post notice of the City Council meetings, be published in a newspaper of general circulation in the City, and must include a substantial copy of the proposed Charter amendments and include an estimate of the anticipated fiscal impact to the City if the proposed amendments are approved at the election. Said notice must be published on the same day in each of two successive weeks, with the first publication occurring no earlier than the thirtieth (30th) day and no later than the fourteenth (14th) day before the date of the election. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and such person posting the notice shall make a record of the time of posting, starting date and the place of posting.

SECTION 3. That the election on the proposed Charter amendments shall be conducted in accordance with election contracts between the City of Lake Worth and Tarrant County for the City Charter election on May 4, 2019. The City Manager or designee is hereby authorized to execute election contracts with the County for the conduct of the election, and to approve any amendments thereto.

SECTION 4. That the City Secretary shall present the Charter amendment election returns to the City of Lake Worth City Council at a City Council meeting for the canvassing of said election in accordance with the Texas Election Code.

SECTION 5. That early voting by personal appearance may be conducted at either the Tarrant County Sheriff's Office-North Patrol Division, 6651 Lake Worth Boulevard, Lake Worth; Tarrant County Elections Administration, 2700 Premier Street, Fort Worth or at any of the other branch locations established by the election contracts. Early voting by personal appearance will be conducted beginning April 22, 2019, and continue through April 30, 2019, at the times and locations specified in the election contracts.

SECTION 6. That polling locations for the election will be determined in the election contracts. The polling locations shall be open between the hours of 7:00 a.m. and 7:00 p.m. the date of election.

SECTION 7. That applications for early voting ballot by mail for Tarrant County residents shall be mailed to: Tarrant County Elections Administration, 2700 Premier Street, Fort Worth. Applications for early voting ballot by mail, if mailed, must be received no later than noon on April 19, 2019. Applications for early voting delivered by personal delivery shall be submitted to the Election Clerk's office no later than the close of business on April 23, 2019.

SECTION 8. That pursuant to the election contract, the Tarrant County Elections Administrators shall serve as Election Administrators for the election. Presiding Election Judges and Alternate Presiding Election Judges appointed to serve at said polling places shall be those election officials furnished by the Elections Administrator from the list of proposed elections judges listed in the election contracts.

SECTION 9. That the Tarrant County Elections Administrators are appointed as Early Voting Clerks. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting by personal appearance at the branch locations.

SECTION 10. That the official ballots for the election shall be prepared in accordance with the Election Code so as to permit the electors to vote "Yes" or "No" on the propositions, with the ballots to contain such provisions, markings, and language as required by law, and with the propositions to be expressed substantially as set forth on Exhibit "B" attached hereto and incorporated herein for all purposes.

SECTION 11. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 12. That this Ordinance shall take effect immediately from and after its passage.

DULY PASSED and APPROVED by the City Council of the City of Lake Worth Texas, on the 12th day of February 2019.

CITY OF LAKE WORTH

By:_____
Walter Bowen, Mayor

ATTEST:

_____
Monica Solko, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Drew Larkin, City Attorney

EXHIBIT A

PROPOSED CHARTER AMENDMENTS

HOME RULE CHARTER
CITY OF LAKE WORTH

PREAMBLE

We, the citizens of Lake Worth, Texas, in order to establish a home rule municipal government, provide for the future progress of our City and obtain more fully the benefits of local self-government, do hereby adopt this Home Rule Charter in accordance with the Statutes of the State of Texas; and do hereby declare the residents of the City of Lake Worth in Tarrant County, Texas, living within the legally established boundaries of said City, to be a political subdivision of the State of Texas, incorporated forever under the name and style of the "City of Lake Worth" with such powers, rights and duties as are herein provided.

ARTICLE I
BOUNDARIES AND ANNEXATION

SECTION 1.01 BOUNDARIES

(a) The boundaries of the City of Lake Worth shall be those of the City of Lake Worth as of the first day of February, 2003 and shall remain in effect until changed.

(b) The boundaries and limits of the City shall be those established and described on an official map duly adopted by the City Council by ordinance and amended from time to time to include annexations and disannexations from the corporate limits. The City Secretary shall at all times keep a correct and complete description and official map on file, with recent annexations and disannexations.

SECTION 1.02 ANNEXATION BY CITY COUNCIL

The Council shall have the power, by ordinance, to fix the boundaries of the City and to provide for the alteration or extension of said boundaries, pursuant to any laws of the State of Texas now or hereinafter enacted, with or without the consent of the owners or inhabitants of such territory.

SECTION 1.03 ANNEXATION REQUIREMENTS

The annexation ordinance shall describe the territory to be annexed. Notice shall be published and public hearing held as required by State law. Amendments not enlarging or extending the boundaries set forth in the proposed ordinance may be incorporated into the proposed ordinance without the necessity of republication of said notice. The additional territory annexed shall be part of the City and the property situated therein shall bear its pro-rata part of the taxes levied by the City as provided by State law. The inhabitants thereof shall be entitled to all the rights and privileges of other citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 1.04 DISANNEXATION

The Council may, by ordinance, disannex any territory within the corporate boundaries of the City, if the Council determines that the territory is not necessary or suitable for City purposes. When the disannexation ordinance is passed, the disannexed territory shall cease to be part of the City; but the disannexed territory shall remain liable for its pro-rata share of any indebtedness incurred while the area was part of the City and the City shall continue to levy, assess, and collect taxes on the property in the disannexed territory until such indebtedness has been paid. The Council shall further have the power to exchange territory within the corporate boundaries or extraterritorial jurisdiction of the City with other municipalities.

SECTION 1.05 PLATTING

Should any property situated within the corporate limits or extraterritorial jurisdiction of the City, as herein established or as may hereafter be established, be hereafter platted in blocks and lots, the owner or owners of said property shall comply with all provisions of the ordinances, rules and regulations of the City, and all provisions of the applicable State laws.

ARTICLE II
POWERS

SECTION 2.01 GENERAL

The City of Lake Worth, made a body politic and corporate by the adoption of this Charter, shall have and may exercise all the powers, functions, rights, privileges and immunities of every name and nature whatsoever now or hereafter granted to municipal corporations and to cities by the Constitution and laws of the State of Texas, together with all the implied powers necessary to carry into execution all the powers, functions, rights, privileges and immunities granted.

SECTION 2.02 GENERAL POWERS ADOPTED

The enumeration of particular powers by this Charter shall not be deemed to be exclusive, and in addition to the powers enumerated herein or implied hereby, or appropriate to the exercise of such powers, it is intended that the City of Lake Worth shall have, and may exercise, all powers of local self-government, and all other powers which under the Constitution and laws of the State of Texas, it would be competent for this Charter specifically to enumerate.

ARTICLE III
CITY COUNCIL

SECTION 3.01 NUMBER, SELECTION AND TERM

The legislative and governing body of the City shall consist of a Mayor and seven (7) Council members and shall be known as the “Council of the City of Lake Worth”.

a. The Mayor shall be elected at large by the highest number of votes of the qualified voters voting at the election.

b. The seven (7) Council members shall be elected to individual places, designated by number, from the City at large and each shall be elected by the highest number of votes of the qualified voters voting at the election.

c. The Mayor and each Council member shall hold his or her office for a period of two (2) years and until his or her successor is duly elected and qualified.

d. In each odd numbered year the Mayor and City Council members for Places 2, 4 and 6 shall be elected. In each even numbered year the City Council members for Places 1, 3, 5, and 7 shall be elected.

SECTION 3.02 QUALIFICATIONS

Each of the seven (7) Council members and the Mayor shall meet the following qualifications: (1) Be a registered voter of the City; (2) Have resided in the City for at least twelve (12) months preceding the election at which they are candidates; (3) Continue residency in the City during the term of office; (4) Not hold more than one public elective office; (5) Not hold an appointed office of the City excluding boards, committees, and commissions; (6) Be at least 21 years of age; (7) Not have been determined mentally incompetent by a final judgment of a court; and (8) Not have been convicted, whether final for appeal purposes or not, of a felony from which the person has not been pardoned or otherwise released from the resulting disabilities. A member of the Council ceasing to possess any of the qualifications specified in this section or any other section of this Charter, or convicted of a felony while in office, shall immediately forfeit the member’s office.

SECTION 3.03 ELIGIBILITY

Neither the Mayor, nor any Council member, shall hold any other public office of emolument.

SECTION 3.04 COUNCIL JUDGE OF ELECTION OF MEMBER

The City Council shall determine the qualifications of its own members and of the Mayor, subject to review of the Courts in case of contest. The City Council shall either at a called meeting called for that purpose or at its next regular meeting date of said Council, after each regular or special election, canvass the returns and declare the results of such election in accordance with State law.

SECTION 3.05 COMPENSATION

The Mayor and the members of the Council shall serve without pay or compensation; provided, however, that they shall be entitled to reimbursement for expenses as follows:

(a) Council members other than the Mayor shall receive $25.00 per month as reimbursement for routine expenses, and additionally shall receive full reimbursement of all expenses incurred in the performance of their duties (such as seminar and travel expenses) which are documented in writing; and

(b) The Mayor shall receive $50.00 per month as reimbursement for routine expenses, and additionally shall receive full reimbursement of all expenses incurred in the performance of his or her duties (such as seminar and travel expenses) which are documented in writing.

(c) Travel expense reimbursement pursuant to this Section shall be allowed for travel outside of Tarrant County, Texas (no travel expense shall be permitted for travel within Tarrant County, Texas).

SECTION 3.06 VACANCIES

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

SECTION 3.07 NUMBER OF MEETINGS

The City Council shall hold one (1) regular meeting per month and so many special meetings as the Council may deem necessary.

SECTION 3.08 QUORUM

A quorum at any Council meeting will be established by the presence of at least four (4) members. The Mayor's presence shall not be counted toward a quorum.

SECTION 3.09 MAYOR PRO-TEM

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

SECTION 3.10 THE MAYOR

The Mayor shall preside at all Council meetings and may participate in the discussion of all matters coming before the Council. The Mayor shall not be entitled to vote as a member

thereof, on Legislative or other matters, except in case of a tie, when the Mayor shall have the right to cast the deciding vote. The Mayor may also represent the City in intergovernmental relationships and perform other duties specified by the City Council or imposed by this Charter and by ordinances and resolutions passed in pursuance thereof. The Mayor shall be recognized as the head of the city government for all ceremonial purposes but shall have no regular administrative duties.

SECTION 3.11 ABSENTEEISM

A Council member shall forfeit office if (1) the member fails to attend three (3) consecutive regular meeting unless the absence is caused by illness or by the illness of a family member; or (2) fails to maintain a seventy-five percent (75%) attendance record, unless an absence is caused by illness or by the illness of a family member, for each elected year, including all scheduled budget and special meetings. Upon a forfeiture of office as provided herein, the Council must declare a vacancy at its next regular meeting and shall fill the vacancy as set forth in this Charter.

SECTION 3.12 POWERS OF THE CITY COUNCIL

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

1). Appoint and remove the City Manager;

2). Appoint and remove the Municipal Judge(s) of the Municipal Court;

3). Appoint and remove the City Attorney;

4). Establish administrative departments;

5). Adopt the budget of the City;

6). By majority vote, collectively inquire into the conduct of any office, department or agency of the City and make investigations as to municipal affairs;

7). Establish the boundaries of the City;

8). Provide for a Planning and Zoning Commission and a Board of Adjustment and other boards and commissions as deemed necessary and appoint members of all such boards and commissions. Such boards and commissions retain all powers possessed before the adoption of this Charter and those conferred and created by the Charter, by City ordinance or by other law.

9). Fix and regulate rates and charges for all utilities and public services; and

10). Authorize the issuance of all bonds by ordinance.

SECTION 3.13 PROHIBITIONS

a). Except where authorized by law or by this Charter, no Mayor or Council Member may hold any other City office or City employment during his or her term as Mayor or Council Member. No former Mayor or Council Member may hold any City employment until one year after the expiration of the term for which they were elected or appointed to the City Council.

b). Members of the City Council may not in any way order the appointment or removal of the City administrative officers or employees whom the City Manager or any of the City Manager's subordinates are empowered to appoint.

ARTICLE IV
NOMINATIONS AND ELECTIONS

SECTION 4.01 ELECTIONS

The regular City election shall be held in accordance with the laws of the State of Texas regulating the holding of municipal elections and in accordance with the Charter and ordinances or resolutions adopted by the Council for the conduct of elections. Officers will be elected to fill those offices which become vacant that year. The City Council shall fix the hours and place for holding such election. The City Council may, by resolution or ordinance, order a special election, fix the time and place for holding same and provide all means for holding such special election, in accordance with State law.

SECTION 4.02 FILING FOR OFFICE/PROCEDURES

(a) Each candidate for an elective office shall meet the qualifications set forth in Section 3.02.

(b) Any person so qualified who desires to become a candidate for election shall file an application with the City Secretary, in accordance with the Texas Election Code.

SECTION 4.03 THE OFFICIAL BALLOT

The names of all candidates for office, except such as may have withdrawn, died or become ineligible, shall be printed on the official ballots without party designations in the order determined in a drawing of lots conducted by the City Secretary in accordance with State Law. Each candidate shall be given notice of the time and place of the drawing.

SECTION 4.04 LAWS GOVERNING CITY ELECTIONS

All city elections shall be governed, except as otherwise provided by this Charter, by the laws of the State of Texas governing general and municipal elections.

SECTION 4.05 CONDUCTING AND CANVASSING ELECTIONS

(A) Every municipal election must be conducted in accordance with State law.

(B) The City Council shall meet in an open meeting to canvass and officially declare the results of the election as to candidates and questions, and issue certificates of election to

candidates elected as provided by State law.

SECTION 4.06 OATH OF OFFICE

Every officer of the City, whether elected or appointed, before entering upon the duties of the officer's office, shall take the oath of office prescribed by the Texas Constitution.

ARTICLE V
FINANCE

SECTION 5.01 BUDGET

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

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

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

(c) The budget shall contain the following:

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

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

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

(4) The source or basis of the estimates.

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

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

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

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

authorizations by the City Council shall be filed as amendments to the original budget, including the reasons for such amendments.

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

SECTION 5.02 FAILURE TO ADOPT A BUDGET

If the Council fails to adopt the budget by the beginning of the fiscal year, the amounts appropriated for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month to month basis with all items in it pro-rated accordingly until such time as the Council adopts a budget for the ensuing fiscal year.

SECTION 5.03 ANNUAL AUDIT

The City Council shall conduct an independent annual audit of all accounts and other financial records of the City as prescribed by State Law. The personnel of the firm conducting the audit shall not hold any public office in the City nor have any personal interest, direct or indirect, in the fiscal affairs of the City government or any of its offices. After completion of any audit of the City, the auditor shall prepare a report, and shall submit the report to the City Council, within the timeframe required by state law. The City shall provide copies of the audit report to the public upon request for the same fee charged to those seeking copies of documents under the Texas Public Information Act.

SECTION 5.04 AUTHORITY TO INCUR INDEBTEDNESS

The City Council shall have the power to incur, create, refund and refinance indebtedness and borrow money for public purposes; to issue special or general obligation bonds, revenue bonds, funding and refunding bonds, tax anticipation notes, time warrants, certificates of obligation and other evidences of indebtedness and to secure and pay the same in the manner and in accordance with the procedures provided and required by State law.

SECTION 5.05 MUNICIPAL TAXES

All taxes due the City shall be payable at the office of the Tax Collector, who shall be designated by the Council, and may be paid at any time after the tax rolls for the year have been completed and approved, which shall be no later than October 1st. Taxes shall be paid on or before January 31st, of each year following the year for which the taxes are levied, and all such taxes not paid on or prior to such date shall be deemed delinquent and shall be subject to such penalty and interest as prescribed by State Law. The Council may provide further by ordinance all taxes, whether current or delinquent, due the city may be paid by installments. Failure to levy and assess taxes through omission, in preparation of the approved tax roll, shall not relieve the person, firm, or corporation so omitted from obligation to pay such current or past due taxes as shown to be payable by recheck of the rolls and receipt for the years in question.

SECTION 5.06 POWER TO TAX

The Council shall have the power to levy, assess, and collect taxes on property within the territory of the City for any municipal purpose.

SECTION 5.07 APPRAISAL AND ASSESSMENT OF REAL PROPERTY

All taxable property situated within the corporate limits of the City on the first day of January of each year, not expressly exempted by law, shall be subject to yearly taxation by the City. As prescribed by State Law, the assessed value of such property shall be One Hundred (100) percent of its appraised value on January 1 as determined by the Tarrant Appraisal District or its successor.

SECTION 5.08 TAX RATE

The tax rate shall be calculated, publicized and adopted in accordance with State law.

SECTION 5.09 TAX EXEMPTIONS AND ABATEMENTS

(a) The City Council may pass, by ordinance, exemptions and abatements as provided by State Law. Exemptions and abatements shall include, but not be limited to, over 65 exemptions, disabled exemptions, and abatements.

(b) The Tarrant Appraisal District shall prescribe the method and manner in which such exemptions may be secured by qualified property owner(s) according to State Law.

SECTION 5.10 TAX PAYMENTS

All taxes due the City shall be payable in legal tender to the City or its agent, and shall become due and payable upon receipt of the tax bill. Such taxes shall be delinquent if not paid before February 1 of the year following the year in which imposed. The interest and penalty on delinquent taxes shall be assessed as provided by State Law.

SECTION 5.11 TAX LIENS AND LIABILITY

On January 1 of each year, a tax lien in favor of the City attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed for the year on that property, whether or not the taxes are imposed in the year the lien attaches. The lien shall have priority over all other claims except as provided by law. In addition to the lien herein provided, the owner of the property subject to taxation by the City shall be personally liable for the taxes due thereon for such year.

SECTION 5.12 OTHER RULES AND REGULATIONS

Except as otherwise provided by law or this Charter, the City Council shall have the power to provide by ordinance such rules, regulations and procedures to enforce and facilitate the collection by and payment to the Tax Collector of all taxes due the City as it may deem expedient, and may provide such penalty and interest as prescribed by State law for the

failure to pay such taxes.

ARTICLE VI
RECALL OF OFFICERS

SECTION 6.01 SCOPE OF RECALL

Any City official, elected by the people, shall be subject to recall and removal from office by the qualified voters of the City on grounds of incompetence, misconduct, or malfeasance in office.

SECTION 6.02 PETITION FOR RECALL

Before the question of recall of such officer shall be submitted to the qualified voters of the City, a petition demanding such questions to be so submitted shall first be filed with the person performing the duties of City Secretary; which said petition shall be signed by qualified voters of the City equal in number to at least 25% of the number of votes cast at the last regular municipal election of the City, but in no event less than 250 such petitioners. Each signer of such recall petition shall personally sign the signer's name thereto in ink or indelible pencil, and shall write after the signer's name the signer's place of residence, giving name of street and number, or place of residence, and shall also write thereon the day, the month and year the signer's signature was affixed. The petitioner's shall designate one contact person for communication with the City and to receive all notices.

SECTION 6.03 FORM OF RECALL PETITION

The recall petition mentioned above must be addressed to the City Council of the City of Lake Worth, must distinctly and specifically point out the ground or grounds upon which such petition for removal is predicated and whether such ground or grounds are deemed to constitute incompetence, misconduct, or malfeasance in office, and shall specifically state each ground with such certainty as to give the officer sought to be removed notice of the matters and things with which the officer is charged. The signature shall be verified by oath in the following form:

"STATE OF TEXAS)
COUNTY OF TARRANT")

I, _____, being first duly sworn, on oath depose and say that I am one of the signers of the above petition; and that the statements made therein are true, and that each signature appearing thereto was made in my presence on the day and date it purports to have been made, and I do solemnly swear that the same is the genuine signature of the person whose name it purports to be.

_____
Signature

Mailing Address:
_____
_____

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

_____
Notary Public in and for
Tarrant County, Texas

SECTION 6.04 VARIOUS PAPERS CONSTITUTING PETITION

The petition may consist of one or more copies, or subscription lists, circulated separately, and the signature thereto may be upon the paper or papers containing the form of petition, or upon other papers attached thereto. Verifications provided for in the next section of this article may be made by one or more petitioners, and the several parts or copies of the petition may be filed separately and by different persons; but no signature to such petition shall remain effective or be counted which was placed thereon more than forty-five (45) days prior to the filing of such petition or petitions with the person performing the duties of City Secretary. All papers comprising a recall petition shall be filed with the person performing the duties of City Secretary on the same day, and the said Secretary shall immediately notify, in writing, the officer so sought to be removed, by mailing such notice via certified mail to the officer's mailing address.

SECTION 6.05 PROCEDURE AFTER FILING PETITION FOR RECALL

(a) Review by City Secretary. Upon the filing of a petition, the City Secretary shall review the petition to determine the existence of the requisite number of signatures of qualified voters and whether the form of the petition complies with the provisions of this Charter and State law. The City Secretary shall also review the petition to determine the genuineness of the signatures.

(b) Within ten (10) business days after the petition is filed, the City Secretary shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the contact person for the petitioner's by certified mail as indicated in the oath for the petition.

(c) If a petition is certified sufficient and in compliance with the terms of this Charter and State law, the City Secretary shall immediately notify the Council member whose removal is sought and provide the Council member with a copy of the petition.

SECTION 6.06 PRESENTATION OF PETITION TO CITY COUNCIL

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

SECTION 6.07 OPEN MEETING TO BE HELD

The officer whose removal is sought may, within five (5) business days after such recall

petition has been presented to the City Council, request an opportunity to appear before the City Council at a meeting to be held in accordance with the Texas Open Meetings Act or successor law, to present facts pertinent to the charges specified in the recall petition. In this event, the City Council shall hold said meeting not less than five (5) business days nor more than fifteen (15) business days after receiving the request for an open meeting.

SECTION 6.08 ELECTION TO BE CALLED

If the officer whose removal is sought does not resign within seven business (7) days after the certified petition is presented to the Council or the date of the open meeting whichever occurs later, the City Council, at its next regular meeting or at a specially called meeting, shall order a recall election to be held on the first uniform election date occurring on or after the 35th day after the date the election is ordered.

SECTION 6.09 BALLOTS IN RECALL ELECTION

Ballots used at recall elections shall conform to the following requirements:

(a) With respect to each person whose removal is sought, the questions shall be submitted:

"Shall (Name of Person) be removed from the office of (Name of Office) by recall?"

(b) Immediately to the left of each such question there shall be printed the following words, one above the other, in the order indicated:

"YES"
"NO"

SECTION 6.10 RESULT OF RECALL ELECTION

If a majority of the votes cast at a recall election shall be against the recall of the person named on the ballot, the officer shall continue in office for the remainder of the officer's unexpired term, subject to recall as before. If a majority of the votes cast at such an election be for the recall of the person named on the ballot, the officer shall, regardless of any technical defects in the recall petition, be deemed removed from office and the vacancy shall be filled as vacancies in the City Council are filled.

SECTION 6.11 RECALL, RESTRICTION THEREON

No recall petition shall be filed against any officer of the City of Lake Worth within six (6) months after the officer's election, nor within six (6) months after an election for such officer's recall.

SECTION 6.12 FAILURE OF CITY COUNCIL TO ACT

In case all of the requirements of this Charter shall have been met and the City Council shall fail or refuse to receive the recall petition, or order such recall election, or discharge any other duties imposed upon said City Council by the provisions of this Charter with reference

to such recall, then the County Judge of Tarrant County, Texas, shall discharge any of such duties herein provided to be discharged by the person performing the duties of City Secretary or by the City Council.

ARTICLE VII
FRANCHISE AND PUBLIC UTILITIES

SECTION 7.01 POWERS OF THE CITY

In addition to the City's power to buy, own, construct, maintain, and operate utilities, within or without the city limits, and to manufacture and distribute electricity, gas, or anything else that may be needed or used by the public, the City shall have further powers as may now or hereafter be granted under the constitution and laws of the State of Texas.

SECTION 7.02 INALIENABILITY OF CONTROL OF PUBLIC PROPERTY

The sole right of control, easement, use, ownership of and title to the public streets, sidewalks, highways, bridges, alleys, public places, and other real property of the City is hereby declared to be inalienable, except by ordinance adopted by a majority of the City Council.

SECTION 7.03 FRANCHISE: POWER OF CITY COUNCIL

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

SECTION 7.04 FRANCHISE VALUE NOT TO BE ALLOWED

In fixing reasonable rates and charges for utility service within the City and in determining the just compensation to be paid by the City for public utility property which the City may acquire by condemnation or otherwise, the value of any franchise granted by the City under this Charter shall not be considered.

SECTION 7.05 RIGHT OF REGULATION

(A) All grants, renewals, extensions, or amendments of public utility or other franchises,

whether it be so provided in the ordinance or not, shall be subject to the right of the City:

(1) To repeal the same ordinance at any time for failure to begin construction or operation within the time prescribed or for failure otherwise to comply with the terms of the franchise, such power to be exercised only after due notice and hearing.

(2) To require an adequate and reasonable extension of plant and service, and the maintenance of the plant and fixtures at the standard necessary to render the highest reasonable quality of utility service to the public.

(3) To establish reasonable standards of service and quality of products and prevent discrimination in service or rates.

(4) To impose such reasonable regulations and restrictions as may be deemed desirable or conducive to the safety, welfare, and accommodation of the public.

(B) Whether or not it is stated in the franchise ordinance, the franchisee shall restore at the franchiee's expense, all public or private property to a condition equally as good as or better than before disturbed by construction, repair, or removal. The franchise holder, in operating and refilling of all earth openings, shall re-lay the pavement and do all other work necessary to complete restoration of streets, sidewalks or grounds to a condition equally as good or better as when disturbed.

SECTION 7.06 EXTENSIONS

All extensions of public utilities within the city limits shall become a part of the aggregate property of the public utility, shall be operated as such, and shall be subject to all the obligations and reserved rights contained in this Charter and in any original grant hereafter made. The right to use and maintain any extension shall terminate with the original grant and shall be terminable as provided in Section 7.05. In case of an extension of public utility operated under a franchise hereafter granted, such right shall be terminable at the same time and under the same conditions as the original grant.

SECTION 7.07 OTHER CONDITIONS

All franchises heretofore granted are recognized as contracts between the City and the grantee, and the contractual rights as contained in any such franchises shall not be impaired by the provisions of this Charter, except that the power of the City to exercise the right of eminent domain in the acquisition of any utility property is in all things reserved, and except in the general power of the City heretofore existing and herein provided for the right to require adequate and reasonable extension of plant and service and the maintenance of the plant fixtures at standards required to adequately serve the public. Every public utility franchise hereafter granted shall be held subject to all the terms and conditions contained in the various sections of this article, whether or not such terms are specifically mentioned in the franchises. Nothing in this Charter shall operate to limit in any way, as specifically stated, the discretion of the Council or the electors of the City in imposing terms and

conditions as may be reasonable in connection with any franchise grant, including the right to require such compensation or rental as may be permitted by the laws of the State of Texas.

SECTION 7.08 EXCLUSIVENESS OF FRANCHISES

No grant or franchise to construct, maintain, or operate a public utility and no renewal or extension of such grant shall be exclusive.

SECTION 7.09 REGULATION OF RATES AND SERVICE

The City Council shall have full power, after due notice and hearing, to regulate by ordinance the rates and service of every public utility operating in the City, and in this connection, the City shall have such regulatory powers as may now or hereafter be granted under the Constitution and laws of the State of Texas.

SECTION 7.10 RECORDS AND ACCOUNTS

The City Council shall periodically examine, and may, if deemed appropriate, request and audit the records of all franchise holders and municipally owned public utilities. The City Council shall also demand that all franchise holders and municipally owned public utilities keep a standard system of accounting and furnish reports on the local operations of the utility. Such reports shall be prepared in such form and contain such information as the City Council shall prescribe.

ARTICLE VIII
ADMINISTRATION

SECTION 8.01 CITY MANAGER

(a) The City Council shall appoint a City Manager, who shall be the chief administrative officer of the City. The City Manager shall be responsible to the City Council for the proper administration of all the affairs of the City and shall perform such other duties as the City Council shall assign to the City Manager, and those elsewhere provided for in this Charter. The City Manager may appoint an Assistant City Manager to act on the City Manager's behalf.

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

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

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

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

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

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

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

(7) Administer the budget of the City.

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

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

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

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

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

SECTION 8.02 CITY SECRETARY

The City Secretary shall be the clerical officer of the City Council, and shall keep the minutes, agendas, ordinances, attendance records, and other official records of the City Council and the City. The City Secretary shall be the custodian of the official seal of the City, and shall have such other duties and powers prescribed in this Charter and by the City Council.

SECTION 8.03 CITY ATTORNEY

The City Council shall appoint a competent and duly licensed Attorney practicing law in Tarrant County, Texas, who shall be the City Attorney. The City Attorney shall receive for the City Attorney's services such compensation as may be fixed by the City Council and shall hold the City Attorney's office at the pleasure of the City Council. The City Attorney, or such other attorneys selected by the City Attorney with the approval of the City Council, shall represent the City in all litigation and other legal matters involving the City. The City Attorney shall be the legal advisor of, and attorney and Counsel for, the City and all departments thereof.

SECTION 8.04 SPECIAL COUNSEL

The City Council shall have the authority to retain special counsel for specific purposes.

SECTION 8.05 MUNICIPAL COURT OF RECORD

There shall be established and maintained a court, designated as the municipal court of record of the City of Lake Worth for the trial of misdemeanor offenses, with all such powers and duties as are now or hereafter may be prescribed by laws of the State of Texas relative to municipal courts.

SECTION 8.06 JUDGE OF THE MUNICIPAL COURT

The judge of the municipal court shall be appointed by the City Council for a term of two years. The judge shall be a resident of this state, a citizen of the United States, and an attorney in good standing licensed to practice in the State of Texas, with two or more years experience in the practice of law in this State. The Council shall fix the compensation for the judge in accordance with State law and such compensation shall never be based on the fines assessed or collected. Removal of the judge shall be at the discretion of the Council by a majority vote of the City Council.

SECTION 8.07 ABSENCE OF JUDGE

The Council may appoint one or more alternate Judge(s) who shall have the same qualifications of Municipal Judge and who shall receive such salary as may be fixed by the Council. In case of the temporary disability or absence of the Judge of the Municipal Court, the alternate Judge(s) shall have authority to act as Judge of said court. The Council shall by appointment fill a vacancy in the office of the Judge for the remainder of the unexpired term.

SECTION 8.08 MUNICIPAL COURT CLERK/COORDINATOR

There shall be a Municipal Court Coordinator appointed by the City Manager. The Municipal Court Coordinator, and such deputies as the coordinator may appoint, shall act as Municipal Clerk and shall have the power to administer oaths and affidavits, make certificates, affix the seal of the court thereto and generally do and perform any and all acts usual and necessary performed by clerks and deputies of municipal courts.

ARTICLE IX
MISCELLANEOUS PROVISIONS

SECTION 9.01 NEPOTISM

No person related within the second degree by affinity or within the third degree by consanguinity, to the Mayor, or to any member of the City Council or to the City Manager, shall be appointed to any paid office, position, clerkship or service of the City.

SECTION 9.02 INDEMNIFICATION OF OFFICERS

The Council may by appropriate ordinance, provide for the indemnification and defense of the officers and employees of the City, including members of the Council, or any board, commission, or committee, including volunteers, against any loss, cost, or expense, including court costs and attorneys' fees, to the extent allowed by law, arising out of any claim, suit, or judgment, or settlement thereof, resulting from any alleged negligent act or omission of such officer, employee, member, or volunteer during the discharge of his or her duties and within the scope of his or her office, employment, membership, or assigned voluntary position with the City, or in any other case where the City is directed or authorized by law to do so, provided however, that such indemnification will not be provided for any act arising out of the intentional or knowing violation of any penal statute or ordinance arising out of any conduct determined by final judgment to be an act of fraud or to have been taken with the intent to deceive or defraud, or for any personal or private business of such officer, employee, member or volunteer, or for the gross negligence or official misconduct, or willful or wrongful act or omission of such officer, employee, member or volunteer.

SECTION 9.03 PRESERVATION OF CONTRACT RIGHTS

All contracts entered into by the City of Lake Worth or for its benefit, prior to the taking effect of this Charter, shall continue in full force and effect. All rights, immunities, powers, privileges and franchises now possessed by said City shall also continue in full force and effect.

SECTION 9.04 PARTIAL INVALIDITY

If any section or part of section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such section or part of section so held invalid may appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

SECTION 9.05 AMENDMENT OF CHARTER

The City Manager shall, at least once every five (5) years, review the Charter and make recommendations to the City Council for proposed Charter amendments, if any. Amendments to this Charter may be framed and submitted to the voters of the City in the manner provided by State law.

SECTION 9.06 CONSTRUCTION

The use of the singular number includes the plural, and the plural the singular, words used in the masculine gender include the feminine also, and reference to the City Council or Council member shall include the Mayor, unless by reasonable construction, it appears that such was not the intention of the language of this Charter. All references to State law, or the laws of the State of Texas, however expressed, shall mean as presently enacted or hereinafter enacted or amended.

SECTION 9.07 PRESENT ORDINANCES

All ordinances of the City of Lake Worth now in existence and not inconsistent with the provisions of this Charter shall remain in full force and effect until altered, amended or repealed by the City Council. If parts of ordinances now in existence are inconsistent with the provisions of this Charter, then such parts are hereby repealed, but the remaining parts of such ordinances shall remain in full force and effect until altered, amended or repealed by the City Council.

SECTION 9.08 SPECIAL PROVISION COVERING DAMAGE SUITS

Before the City shall be liable for a claim or suit for personal injury or damage to property, the person who is injured or whose property is damaged, or someone on the person's behalf, shall give the City Manager or the City Manager's designee notice in writing duly verified within thirty (30) days after the occurring of the alleged injury or damage was sustained, and setting forth the extent of the injury or damage as accurately as possible, and giving the names and addresses of all witnesses and upon whose testimony such person is relying to establish the injury or damage. No action at law shall be brought against the City for personal injury or damage to property prior to the expiration of sixty (60) days after the notice hereinbefore described has been filed with the City Manager or the City Manager's designee.

SECTION 9.09 WHEN GENERAL LAW APPLICABLE

The general laws of the State of Texas and ordinances of the Council shall furnish the authority for the power and exercise thereof and control all matters to the extent not specifically and completely covered by this Charter. In the event that City Charter and State Law conflict, State Law provisions shall supersede with the exception of when there is a more restrictive timeline and/or guideline.

EXHIBIT B

BALLOT LANGUAGE

Proposition A

Shall the Lake Worth Home Rule Charter be amended by renumbering Section 2.03 regarding City Council powers to Section 3.12; and clarifying powers of the City Council, including the appointment and removal of city officers, establishing administrative departments, adoption of the budget, inquiries into the conduct of city affairs, establishing the boundaries of the city, creating boards and commissions, fixing rates and charges for all utilities and public services, and the issuance of all bonds?

Proposition B

Shall Section 3.06 of the Lake Worth Home Rule Charter be amended to provide for a vote of a simple majority of all remaining members to appoint a qualified person to fill a Council vacancy?

Proposition C

Shall Section 3.09 of the Lake Worth Home Rule Charter be amended to provide that the Mayor Pro-Tem shall be chosen on a rotational basis based on place number, beginning with Place 1 and continuing through Place 7; and providing that the Mayor Pro-Tem shall act as Mayor during the disability or absence of the Mayor?

Proposition D

Shall Section 3.10 of the Lake Worth Home Rule Charter be amended to provide that the Mayor shall be recognized as the head of the city government for ceremonial purposes but shall have no regular administrative duties?

Proposition E

Shall Section 3.13 of the Lake Worth Home Rule Charter be added to provide that the Mayor and councilmembers may not hold any other city office or city employment; and that no former Mayor or councilmembers may hold employment with the City until one (1) year after the expiration of the term they were elected or appointed to hold?

Proposition F

Shall Section 4.03 of the Lake Worth Home Rule Charter relating to the official ballot be amended to provide that if two or more candidates have the same surname, their residence addresses must be printed with their names on the official ballot?

Proposition G

Shall Section 4.05 of the Lake Worth Home Rule Charter be amended to clarify that every municipal election must be handled in accordance with state law?

Proposition H

Shall Section 6.06 of the Lake Worth Home Rule Charter be amended to provide that within twenty-one (21) days after the date of certifying the petition of recall as sufficient, the City Secretary shall present such petition to the City Council of the City of Lake Worth at a regular meeting or special meeting called for that purpose?

Proposition I

Shall Section 7.03 of the Lake Worth Home Rule Charter be amended to require that the caption of each franchise ordinance be published in the official city newspaper at the franchisee's expense?

Proposition J

Shall Section 8.06 of the Lake Worth Home Rule Charter be amended to allow the City Council to remove the municipal judge at its discretion by a majority vote without a public hearing?

Lake Worth City Council Meeting – February 12, 2019

Agenda Item No. F.4

From: Mike Christensen, Fire Chief

Item: Discuss and consider casting Lake Worth's votes to the Metropolitan Area EMS Authority Board Seat to Matthew Aiken for the three-year term beginning March 1, 2019.

Summary:

MedStar has asked member cities to nominate candidates to serve a three-year term on the MAEMSA Board. Under Section 2.4.2 of the Revised and Restated Interlocal EMS Cooperative Agreement, the list of candidates must be submitted to the governing body of each member city. The Interlocal Agreement states that the City of Lake Worth must cast all votes for a single candidate.

Staff recommends candidate Matthew Aiken to serve on the MAEMSA Board as a representative of the member cities. Lake Worth's ballot must be received by 5:00 p.m. on February 15, 2019. Results will be certified at the February 27th Metropolitan Area EMS Board Meeting.

Fiscal Impact:

N/A

Attachments:

1. Election for Board Seat, Metropolitan Area EMS Authority memorandum
2. Candidate biography
3. Candidate list and official ballot

Recommended Motion or Action:

Move to approve casting Lake Worth's votes to the Metropolitan Area EMS Authority Board Seat to Matthew Aiken for the three-year term beginning March 1, 2019.

Metropolitan Area EMS Authority
2900 Alta Mere Drive
Fort Worth, Texas 76116-4115
(817) 923-3700
www.medstar911.org

January 15, 2019

Mayor Walter Bowen
City of Lake Worth
3805 Adam Grubb
Lake Worth, TX 76135

RE: Election for Board Seat, Metropolitan Area EMS Authority

Dear Mayor Bowen:

The time period for Member Cities other than Fort Worth to nominate candidates to serve a three-year term on the MAEMSA Board has now closed. Under Section 2.4.2 of the *Revised and Restated Interlocal EMS Cooperative Agreement*, the list of candidates must be submitted to the governing body of each Member City. A ballot/candidate list is enclosed. There two eligible candidates: Stephen Tatum (the incumbent) and Matthew Aiken. We have enclosed biographical information submitted by each of them. Because the *Interlocal Agreement* states that a city must cast all its votes for one candidate, please check the blank to indicate the candidate for whom your City wishes to cast its votes. We will weight the votes in accordance with enclosed table. The results will be certified at the February 27th Board Meeting.

Please be sure that you return the ballot by 5 p.m. on February 15, 2019.

Let us know if you have any questions.

Sincerely

Douglas R. Hooten

Douglas R. Hooten
Chief Executive Officer

cc: Chief Mike Christenson
Enclosure

Our Mission:
To provide world class mobile healthcare with the highest quality customer service and clinical excellence in a fiscally responsible manner

2.4.2 One director shall be elected by the combined vote of the other Member Jurisdictions as follows:

(a) Whenever the term of a director is expiring or open, each Member Jurisdiction other than Fort Worth shall be entitled to nominate one candidate for the available position. The candidates nominated by the Member Jurisdictions shall be named on the "Candidates List."

(b) The Candidates List shall be submitted to the governing body of each Member Jurisdiction, with the exception of Fort Worth.

(c) Each Member Jurisdiction other than Fort Worth shall cast all of its votes for one (1) of the eligible candidates on the Candidates List. Each Member Jurisdiction shall be entitled to the number of votes which corresponds to the number of residents residing in that Member Jurisdiction, based on then-current population estimates reported by the North Central Texas Council of Governments.

(d) The candidate for the available position receiving the most votes shall be certified by Chair of the Board as the winner of the election to that seat.

Weighted Votes by City

Jurisdiction	NTCOG 2018 Pop.	% of Pop.	Votes
Haltom City	42740	25.22%	252.2
Burleson	44860	26.47%	264.7
Saginaw	21730	12.82%	128.2
White Settlement	17380	10.26%	102.6
Forest Hill	12840	7.58%	75.78
River Oaks	7310	4.31%	43.14
Sansom Park	5050	2.98%	29.8
Lake Worth	4730	2.79%	27.91
Edgecliff Village	3220	1.90%	19
Blue Mound	2390	1.41%	14.1
Westworth Village	2620	1.55%	15.46
Haslet	1730	1.02%	10.21
Lakeside	2100	1.24%	12.39
Westover Hills*	748	0.44%	4.414
Total	**169448**	**100%**	**1000**

**2018 U.S. Census Estimate*

Nominee: Matt Aiken

Matt Aiken is an attorney, real estate investor and entrepreneur from Burleson, Texas. Matt grew up in Burleson and still lives there with his wife and three children. He attended the University of Kentucky on a debate scholarship and received a degree in Political Science. Wanting to get closer to home, Matt attended Texas Tech Law School where he received his law degree in 2005.

After law school he moved back to Burleson where he practiced law, eventually focusing on real estate and entrepreneurship. Over his career Matt has started, built and sold companies in various industries from law and real estate to construction.

Despite a busy professional life, Matt has always made time for community involvement. He served three terms on the Burleson City Council where he served as Chairman of the Governance and Stewardship Committee, Appointments and Council Policies Committees and focused extensively on economic development and public safety. Currently Matt serves on the Planning and Zoning Commission for the City of Burleson.

Nominee: Steve Tatum (Incumbent)

Mr. Tatum has served on the MAEMSA Board for the past three years. He has lived in Westover Hills since 1979 when he moved back following graduation from law school. He was elected to the Westover Hills City Council in 2005 and continues to serve on the Council after serving as Mayor from July of 2011 through 2017.

Mr. Tatum received a B.S. degree in Anthropology from SMU and a law degree from The University of Texas School of Law. He is a partner with the Cantey-Hanger law firm. He has spent a career in appellate courts all over the country.

Mr. Tatum brings a wide array of service and experience including the following:

- American Bar Association, 1979 – Present
- Federation of Defense and Corporate Counsel, 1996 – Present Member
- International Association of Defense Counsel, 1993 – Present Member
- Texas Health Harris Methodist Hospital Fort Worth – Trustee 2000-2009, Chair 2004-2009
- Texas Health Resources, Board Member 2010 – Present
- Southwestern University, Georgetown, Trustee 1999 – 2006
- Tarrant County Samaritan House, Chair 1992 – 1994
- Tarrant Co. Metropolitan YMCA, Chair 1987-1991
- Named Texas Super Lawyer by Texas Monthly magazine, 2014-2015

Mr. Tatum has represented physicians and hospitals throughout his 40 year legal career. His father, grandfather, sister, brother-in-law, nephew and second cousin, are all doctors. He was appointed to the Board of the Texas Department of Health by Governor Ann Richards and served the people of Texas in that role for several years. He currently serves on the Board of Texas Health Resources, which owns over 10 hospitals in Tarrant and Dallas Counties.

Mr. Tatum and his wife Nenetta have two adult children, Carter, who lives in Austin, and Stephen Jr., who lives with his wife, Carly, and their two sons in Fort Worth. Mr. and Mrs. Tatum also have a ferocious dachshund/Chihuahua mix named Nuke.

Metropolitan Area EMS Authority

Election of Board Member by Member Cities other than Fort Worth

For term beginning March 1, 2019

CANDIDATE LIST AND OFFICIAL BALLOT

The following persons have been nominated to serve as a MAEMSA Board Member for a three-year term to begin March 1, 2019. Under Section 2.4.2(c) of the *Revised and Restated Interlocal EMS Cooperative Agreement*, each Member City other than Fort Worth shall cast all their votes for one of the eligible candidates.

MEMBER CITY: _____

Please indicate the candidate for which your city wishes to cast its votes:

Matthew Aiken _____

Stephen Tatum _____

City Official authorized to cast votes on behalf of jurisdiction:

_____ _____
Name Title

_____ _____
Signature Date

Ballots must be received by 5 p.m. on close of business on February 15, 2019.

Ballots may be submitted by mail to:

Marianne Schmidt
MedStar Mobile Healthcare
2900 Alta Mere Drive
Fort Worth, TX 76116

Or by PDF emailed to:

mschmidt@medstar911.org

Lake Worth City Council Meeting – February 12, 2019

Agenda Item No. F.5

From: Corry Blount, Chief of Police and
Kelly McDonald, Purchasing Coordinator/Risk Manager

Item: Discuss and consider approval of a contract with Spillman Technologies, Inc. to provide hardware, software and professional service for RMS/CAD system, utilizing the Houston Galveston Area Council (HGAC) cooperative purchasing agreement and authorize the City Manager to execute the contract.

Summary:

The City of Lake Worth Police Department was awarded a Criminal Justice Department, National Incident-Based Reporting Systems (NIBRS) grant in April of 2018 that provides 100% funding to replace the current RMS/CAD system.

Utilizing the existing cooperative purchasing agreement with HGAC approved by the City Council on December 29, 1992, Spillman Technologies, Inc. has provided a purchase and license agreement based on pricing established through HGAC RA05-15.

Fiscal Impact:

RMS/CAD System:	$180,478.63
CJD NIBRS Grant Funds:	($180,478.63)
Total FY 18/19 Budgetary Impact:	$0
Future Annual Maintenance Fee(s) to Begin Year Two (2):	$31,909.00

Attachments:

1. Resolution 2018-17, NIBRS grant
2. Spillman Technologies contract

Recommended Motion or Action:

Move to approve a contract with Spillman Technologies, Inc. to provide hardware, software and professional service for RMS/CAD system, utilizing the Houston Galveston Area Council (HGAC) cooperative purchasing agreement and authorize the City Manager to execute the contract.

RESOLUTION NO. 2018-17

WHEREAS, The City of Lake Worth, Texas finds it in the best interest of the citizens of Lake Worth, Texas, that the Texas Conversion to the National Incident-Based Reporting System (NIBRS) Project be operated for the FY2018; and

WHEREAS, The City of Lake Worth agrees that in the event of loss or misuse of the Office of the Governor funds, The City of Lake Worth assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Lake Worth designates Stacey Almond/City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE BE IT RESOLVED, that the City Council of Lake Worth, Texas approves submission of the grant application for the Texas Conversion to the National Incident-Based System (NIBRS) Project to the Office of the Governor.

PASSED AND APPROVED this the 10th day of April 2018.

CITY OF LAKE WORTH

By: _____
Walter Bowen, Mayor

City of Lake Worth Corporate Seal State of Texas

ATTEST:

_____
Monica Solko, City Secretary

APPROVED AS TO CONTENT:

_____
Corry Blount, Chief of Police

Grant Number: 3678301

Lake Worth City Council Meeting – February 12, 2019

Agenda Item No. F.6

From: Kelly McDonald, Purchasing Coordinator/Risk Manager

Item: Discuss and consider approval of the purchase of twenty-seven (27) Point Blank AXIIIA with 1 Vision Body Armor Concealable Carriers in an amount not to exceed $21,505.00, utilizing the Texas Comptroller of Public Accounts cooperative program Texas Smart Buy.

Summary:

Combined, the Police and Fire Departments have twenty-two (22) body armor vests that are about to reach their manufacturer's expiration date. In an effort to maintain the highest level of safety for our employees, staff is requesting approval for the purchase of twenty-two (22) replacement vests with an additional five (5) to be purchased as needed for new hires or as other vests expire.

Utilizing the existing cooperative purchasing agreement with Texas Smart Buy, Galls, LLC dba Miller Uniforms & Equipment Contract No. TXMAS-17-8403.

Fiscal Impact:

Purchase of 27 Point Blank AXIIIA Body Armor Vests	$21,505.00
Allotted Grant Funds Available, Bullet Proof Vest Program through DOJ	($10,752.50)
Total Budgetary Impact for CCPD	$10,752.50

**Note: A preliminary review of the CCPD budget indicates this expense can be covered with line item transfers.

Attachments:

1. TXMAS Contract 17-8403

Recommended Motion or Action:

Move to approve the purchase of twenty-seven (27) Point Blank AXIIIA with 1 Vision Body Armor Concealable Carriers in an amount not to exceed $21,505.00, utilizing the Texas Comptroller of Public Accounts cooperative program Texas Smart Buy.

Contract Details: # TXMAS-17-8403

Search for items in this contract (/ex_search/false/contract_number/TXMAS~17~8403)

Number	TXMAS-17-8403
Description	Security, Uniforms
Category	TxSmartBuy
Type	TXMAS
Start Date	7/17/2017
End Date	1/31/2022
Fed	GSA #GS-07F-0157M
Purchase Category Code(Agencies Only)	PCC X
Optional Renewal Terms	No renewals remaining.

Purchase Orders	Only purchase orders issued through Texas SmartBuy (TSB) are eligible for contract pricing. The Contractor cannot ship any products or provide services until receipt of a Purchase Order generated by the TSB system. **All purchase orders that include a quote order line (excluding linked item quotes) will be placed on hold pending Statewide Procurement Division (SPD) review.** **Quote order requirements:** 1. Items that are available in TSB must be placed through the TSB shopping cart. The TSB shopping cart allows up to 45 line items. Once 45 line items are added to the TSB shopping cart, the additional order items must be totaled and entered using the quote order line. 2. State agencies must enter no less than 20 items into the TSB shopping cart before utilizing the quote line option. Texas SmartBuy Members are encouraged to add items to the TSB cart before utilizing the quote line option. 3. All purchase orders that include a quote order line require the attachment of a completed contractor quote containing the following: • Detailed, unit pricing of all contracted items and services. • The contractor's TXMAS contract number clearly identified. • Open market, or incidental, items clearly identified. 4. Validation of contract pricing and item availability is the responsibility of the purchaser in determining best value. When the attachment is confirmed, SPD will release the purchase order to the TXMAS contractor for fulfillment. 5. If approval is requested prior to the order being inputted in TSB, or SPD assistance is requested to validate pricing or item availability, the information may be submitted to txmasquote@cpa.texas.gov. **Customers may only purchase TXMAS goods or services from a TXMAS Contractor online through Texas SmartBuy. CPA does not authorize any offline sales of this TXMAS contract's goods or services.**
Order Limitation	**IMPORTANT: The services provided by this contract may be a service subject to the provisions of Texas Government Code Chapter 2254, Subchapter B. A state agency, as defined by Texas Government Code Chapter 2254, may only acquire the services subject to Texas Government Code Chapter 2254, Subchapter B according to the procedures identified in that subchapter. Failure to comply with the provisions of Texas Government Code Chapter 2254, Subchapter B could result in a void contract.** The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to the pricing of the underlying contract. **Minimum order:** None. **Maximum order:** **$50,000** – 633 1, 633 15, 633 16, 633 19, 633 22, 633 23, 633 25, 633 33, 633 35, 633 47, 633 48, 633 50, 633 51, 633 60, 633 61, 633 70 **$100, 000** – 465 9, 465 10, 465 22 **$200,000** – 426 1A, 426 1C, 426 1D, 426 1G, 426 3A, 426 3B, 426 4C, 426 4F, 426 4G, 426 M, 426 4N **$500,000** – 426 1B **$850,000** – 426 4K
State Contracts	Prior to purchasing from a TXMAS contract, public procurement personnel must follow applicable procurement procedures as stated in the Procurement and Contract Management Guide. Agencies must first purchase products or services offered by WorkQuest (formerly TIBH), Texas Correctional Industries (TCI), and the Statewide Procurement Division (SPD) Term Contracts.

Approved Products/Services	Only products or services listed in the underlying contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items. **Incidental items may not exceed $5,000.00 OR 50% of the purchase order total, whichever is less.** If the pending order includes incidental items that exceed the stated limits, a request may be submitted to the Statewide Procurement Division for review and consideration of an exception. **Exception requests shall be submitted to** txmasquote@cpa.texas.gov. The request must include a copy of the complete contractor quote listing all core items and a detailed incidental charge breakdown.
Contract Specifics/Notes	TXMAS prices may be validated against the base contract's price list. TXMAS contractors are authorized to charge up to 1.5228% more than their base contract price. GSA Contract Information (https://www.gsaelibrary.gsa.gov/ElibMain /contractorInfo.do?contractNumber=GS-07F-0157M&contractorName=GALLS%2C+LLC.& executeQuery=YES)
Delivery	7 days ARO by default, unless noted otherwise.
FOB Point	Destination, freight included.
Warranty Details	Standard as listed in Galls Catalogue 01J
Compliant Products by Contractor	Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.
Rebate Reporting Requirement for Federal	Pursuant to Texas Government Code §2155.510(b), rebates generated from TXMAS contract purchases made in whole or in part with federal funds must be reported by the purchasing agency for reporting, and reconciliation purposes with the appropriate federal funding agency. Each quarter of the State's fiscal year (September 1 through August 31), TXMAS contractors rebate 0.73875% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate to the federal fund-provider using the above percent based on the total dollar value of the TXMAS purchase order. Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $369.37 ($50,000 * 0.73875% = $369.37) will be paid to the State of Texas by the TXMAS contractor.
Contractor Performance	The Statewide Procurement Division Contract Management Office (SCMO), a division of the Comptroller of Public Accounts (CPA), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of $25,000 or more from contracts administered by CPA, or any other purchase of $25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under $25,000. Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM (https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/). The purpose of the Vendor Performance Tracking System is to: • Identify vendors that have exceptional performance • Aid purchasers in making a best value determination based on vendor past performance • Protect the state from vendors with unethical business practices • Provide performance scores in four measurable categories for the CMBL vendors • Track vendor performance for delegated and exempt purchases

Contractor Information

Point Blank AXIIIA w/ 1 Vision Body Armor Concealable Carrier

Description: Point Blank AXIIIA w/ 1 Vision Body Armor Concealable Carrier

Item Details

Price: $773.75
UOM: EACH
Contractor: Galls, LLC dba Miller Uniforms & Equipment
Contract Number: TXMAS-17-8403
Contract Type: TXMAS
Commodity Code: 68008
Min. Order Quantity: 1
Delivery Days: 7
NIGP Code: 68008
Item Availability Start Date: 7/17/2017
Item Availability End Date: 1/31/2022
Supplier Part Number: BY813
Manufacturer Part #: POINT BLANK
Manufacturer: Point Blank

Add to cart

Lake Worth City Council Meeting – February 12, 2019

Agenda Item No. F.7

From: Mike Christensen, Fire Chief

Item: Discuss and consider the purchase of an ASC Mass Notification Solutions Outdoor Warning System in an amount not to exceed $64,532.00 and authorize the City Manager to execute the contract.

Summary:

Emergency Management staff is requesting to replace Lake Worth's current Outdoor Warning System. The current system is over twenty-five years old and parts for the current system are failing with little or no warning. Replacement parts for the failed system are not available given the age and updated technology. The Emergency Management department planned to request the full replacement in the FY 2019/2020 budget however one siren has had a catastrophic failure and is unable to be replaced.

The proposed system would upgrade all components of the outdoor warning system and allow for it to be managed from the Fire Department. Real time status of the system would be available coupled with immediate messaging to the dedicated system server. Emergency Management staff felt it was necessary to request replacement immediately given the failure and upcoming storm season. If approved the system would take 10 weeks to install.

If approved the outdoor warning system would have first year no maintenance contract needed. Subsequent years the annual maintenance contract would be equivalent to the current maintenance contract of $2,400.

Fiscal Impact:

$64.532.00

**Note: A preliminary review of the General Fund budget indicates this expense can be covered with line item transfers.

Attachments:

1. ASC Mass Notification Solutions Outdoor Warning System replacement quote
2. ASC Central Station Product Sheet
3. ASC NEXGEN Product Sheet

Recommended Motion or Action:

Move to approve the purchase of an ASC Mass Notification Solutions Outdoor Warning System in an amount not to exceed $64,532.00 and authorize the City Manager to execute the contract.

8600 W. Bradley Road, Milwaukee, WI 53224
Tel: (800) 243-2911
Tel: +1 414 358-8000
Fax: +1 414 358-8008
Web: www.americansignal.com

Sales Person: Brad Swanson
Quote #: 190113-BS
Date: 1/14/2019

Project: Lake Worth System Replacement
Company: City of Lake Worth
Address: 3805 Adam Grubb
City, State, ZIP: Lake Worth, TX, 76135
Country: USA
Contact Name: Chief Mike Voorhies
Title: Emergency Management Coord.
E-Mail: mvoorhies@lakeworthtx.org
Telephone: 817-237-1211
Mobile:
Other:

Item	Qty.	Model	American Signal Equipment	Unit	Extended Price
			T-121 AC/DC		
1	3	T-121-DC	Omni Directional Siren 121 db 48v DC Siren		$ 64,031.94
2	3	TEMPEST™ AC/DC	AC/DC Motor Control 121 - UL Listed NEMA 4X Aluminum Powder Coated Gray	Included	Included
3	3	RTU--DC Door Mt.	RTU, Universal Controller, Panel Mount DC Tempest-MC's	Included	Included
4	3	SENSOR - Current	Current Sensor, Tempest-Series	Included	Included
5	3	KIT-FSK-32-DC	FSK, Format Card, for DC Mechanical Sirens	Included	Included
6	3	RK-V	TK7180K-30 Watt Kenwood Radio VHF 150-170Mhz	Included	Included
7	3	KIT-KCT-19	Kenwood 'Radio Interface, UHF/VHF MHz	Included	Included
8	3	KIT-OMNI-ANT-7	Antenna, VHF, 35' coax Omni-Directional	Included	Included
9	3	KIT-ARR-2	Lightning Arrestor, VHF, PL-259	Included	Included
10	3	BATT-1 M	Battery, 12V, Group 24 - Set of (4) for TEMPEST™ 48Vdc DC Controls for T-121	Included	Included
11	3	PM-4	Pole Mount - Tempest T-121	Included	Included
12					
13			**Command And Control Software & Hardware**		
14	1	CSC-960-FSK	Central Station Controller-960, FSK Format includes 10 programmable push buttons	Included	Included
15	1	RK-V	TK7180K-30 Watt Kenwood Radio VHF 150-170Mhz	Included	Included
16	1	KIT-KCT-19	Kenwood 'Radio Interface, UHF/VHF MHz	Included	Included
17	1	KIT-ARR-2	Lightning Arrestor, VHF, PL-259	Included	Included
18	1	KIT-OMNI-ANT-7	Antenna, VHF, 100' coax Omni-Directional	Included	Included
19	1	NEXGEn	CompuLert™ NEXGen Command and Control Server software with Google Chrome client. Requires Ubuntu 14.04 LTS Server operating system, and Google Chrome for the Client	Included	Included
20	1	Server	Tower Server-Includes RAID 1 data mirroring, 8Gb RAM, 21" Monitor, Keyboard, Mouse. Preloaded with Ubuntu 14.04 LTS and supporting environment for CompuLert™ NEXGen.	Included	Included
21					
22			**Installation**		
23	3	Install	Remove and Replace all Components on Pole. Note: 120 VAC, 20 Amp Service, Meter (if required) and Disconnect Brought to the Pole by Others. Underground Utility Locates by Others.	Included	Included
24					
25			**System Commissioning**		
26	1	Commissioning	ASC Certified Installer to Perform Start Up and Commissioning of System. Provide One (1) Day of Operational and Maintenance Training on the System	Included	Included
27					
28			**Shipping**		
29			**EXW:8600 W. Bradley Road, Milwaukee Wisconsin 53224**		$ 500.00
31			**Standard ASC Warranty Applies to Order**		**$ 64,531.94**
32			**Taxes - Not Included**		
33			**Project Totals - US Funds**		**$ 64,531.94**
				25% Due with order =	**$ 16,132.99**

Domestic Payment Terms:

All prices are in USD and Equipment Accounts are 25% due at time of order. (Engineering, Mobilization & Acquisition), 75% due Net 30 days upon shipment of equipment. If project is turn key installation contract 25% Down payment with 65% Net 30 days upon shipment of equipment to customer designated locati on or installers site with a 10% retainage. Net 10 days upon final start up and test of system. Payments tendered by Credit Card will be subject to a 4% processing Fee.

Validity: This quotation is valid for 30 days from date of issuance.

Shipping Terms: EXW Factory,8600 W. Bradley Road, Milwaukee Wisconsin 53224 in accordance with Incoterms® 2010.

Installation services: If installation services are provided in contract, all change orders will be authorized in writing before work is performed outside of the scope of the contract. If during installation of a system we encounter rock that cannot be removed by standard drill and pier methods, all work will stop and the customer will be notified of the situation before work resumes. Special equipment required to penetrate the rock or other site conditions as well as relocation of the site/pole wi ll continue on a cost plus basis once authorized in writing by the customer.

These are standard ASC Terms and Conditions and are not reflective of negotiated or proposed contract language under invitati ons to bid or final requests for proposals. All international orders require a full wire transfer of funds to our bank in Milwaukee, WI.

Global Manufacturer and Integrator
of Mass Notification Solutions

CSC-960™ | CENTRAL STATION CONTROLLER 960

The CSC-960™ is a status encoder and siren control unit, capable of activating siren sites via TTS, DTMF or FSK individually, in groups or all at once. The control unit features a key lock to secure the keypad; four LED's to indicate power, status of the RF carrier, cancel, and a spare function; and ten programmable function keys on the face of the unit. Buttons may be programmed to execute a variety of activation commands across managed sirens, HPSAs and other notification devices.

CSC-960™ units are designed for ease-of-use and simplicity of activation. Inserting and turning the key unlocks the control panel and pushing the appropriate button activates predetermined sites, with pre-programmed audible alerts. Use it as a stand-alone unit, or in multiple-controller arrangements of a 1-way or 2-way control system.

This central station controller offers critical failsafe advantages over other units. A standard battery backup remains operational for a minimum of eight hours if AC power is interrupted. The controller also provides continuous operation in the event of workstation failure. It works with American Signal Corporation's CompuLert™ NEXGen platform to leverage life-saving features such as auto activation. It can also independently activate siren systems via hardwire or radio communications if the networks are down.

The CSC-960™ remains relevant in any system, no matter if you operate a legacy product like CompuLert™ 6.0, or you run the latest CompuLert™ NEXGen operating platform. CSC-960™ can also be installed with ASC's Encrypted Communication Card to protect over the air protocols (FSK, DTMF) via 256-bit encryption. Encryption prevents attackers obtaining knowledge of the protocol or access to ASC equipment from communicating with the system. Using ASC's Encrypted Communication Card will also provide an easier migration path for customers as they move to more secure DMR and P25 capabilities, while retaining legacy hardware. CSC-960™ remains an important link to operate existing systems by extending the life and benefits of investments made with American Signal Corporation.

CSC-960™

CSC-960™ | CENTRAL STATION CONTROLLER

ASC
MASS NOTIFICATION SOLUTIONS

LIFE-SAVING FEATURES

With the turn of a key and the push of a button, siren activation is made quick and easy. These units communicate flawlessly across any network to ensure complete control over sirens and HPSAs. Leverage CompuLert™ NEXGen to also connect with sensors, data distribution equipment and more.

- CSC-960™ units, combined by CompuLert™ NEXGen, are capable of interfacing with virtually any threat detection device, communicating life-saving information alerts to targeted populations.
- Communicates with ASC's Remote Terminal Unit (RTU), which can control and monitor voice or motor sirens, as well as interface to interior building voice and mass notification systems for emergency notification.
- Turning the key unlocks the control panel and pushing the appropriate button activates predetermined sites with pre-programmed audible alerts for instant, life-saving function.

ADVANCED TECHNICAL SPECIFICATIONS

Activation and control over sirens spans your entire network, touching a full gamut of hardware to provide comprehensive integration and control. The CSC-960™ is designed to give you immediate access to your notification network at all times, with the failsafe features necessary to guarantee functionality in any event.

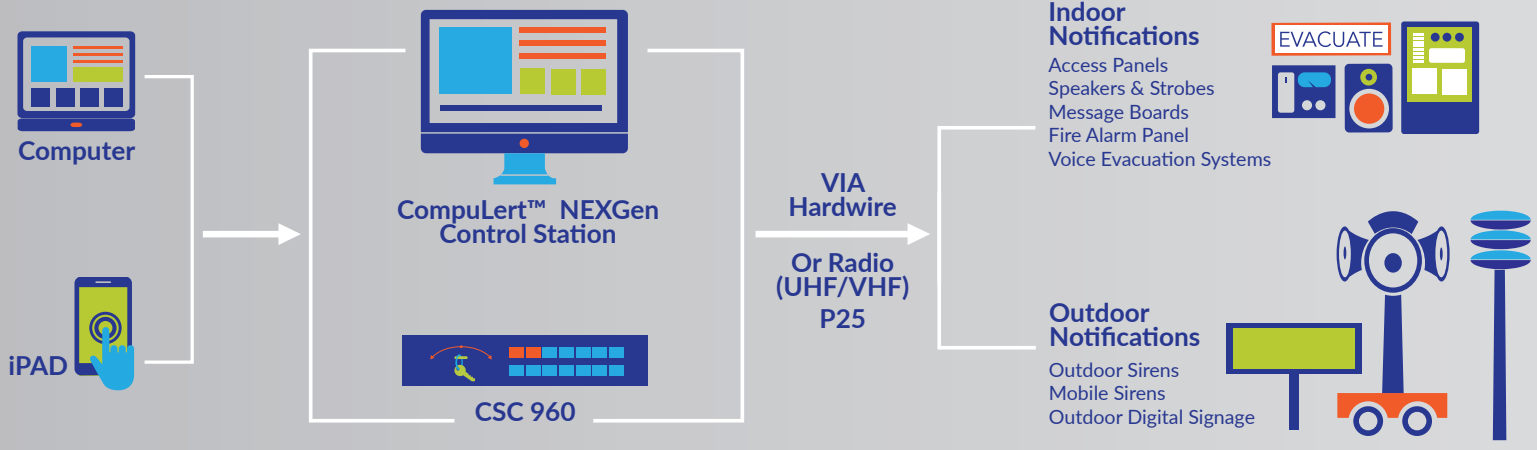
- Compatible with FSK, DTMF and TTS siren decoder controllers, offering full integration and functionality out of the box.
- Battery backup and nonvolatile memory enable uninterrupted operation even during unforeseen AC failures. The backup battery runs for a minimum of eight hours. If the network is down, the unit can still activate sirens via hardwire or radio communication.
- Ten function keys may be programmed to execute a variety of activation commands across managed sirens and HPSAs.

EASE-OF-INSTALLATION

Installation and operation is simple. Plug the CSC-960™ into any 100-240 VAC, 50/60 Hz service outlet, connect your radio transmitter, power it on and push the tone-signal/siren button to activate the equipment.

- Designed for sustainability and low cost of ownership, CSC-960™ remains viable in both CompuLert™ 6.0 legacy systems and modern CompuLert™ NEXGen networks.
- Two-way operation is also configurable for one-way setups, enabling controllers to properly integrate the CSC-960™ into any environment.
- Designed with mounting in mind, it's easily installed on a desktop, in a 19" rack-mount configuration or integrated into an existing dispatch console.

Combine With Our CompuLert™ NEXGen Software For a Complete Control Solution



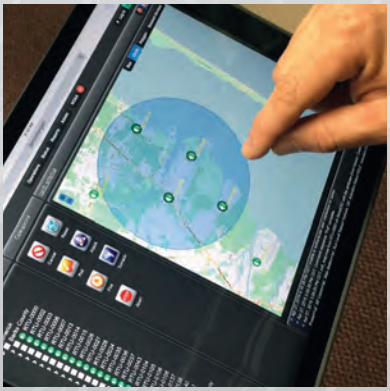
American Signal Corporation | 8600 West Bradley Road, Milwaukee, WI 53224 | P: 414-358-8000 | F: 414-358-8008 | americansignal.com

ASC
MASS NOTIFICATION SOLUTIONS

Global Manufacturer and Integrator
of Mass Notification Solutions

COMPULERT™ NEXGEN | MASS NOTIFICATION PLATFORM

Compulert™ NEXGen is American Signal Corporations' premier Mass Notification Platform. Leveraging over 30 years of in-field product experience, the CompuLert™ engineering team has developed an entirely new platform architecture that builds upon our proven CompuLert™ product.



Compulert™ NEXGen

MASS NOTIFICATION PLATFORM

More than a siren system controller, CompuLert™ NEXGen is positioned at the center of our suite of mass notification products and solutions. Bringing together sensors and decision making data, while providing access to all notification tools and devices, CompuLert NEXGen is the focal point of emergency response organizations throughout the world.

Designed to meet the mobility, high availability and fault tolerant requirements of current technologies, the NEXGen™ Platform provides industry leading agility, reliability and features.

COMPONENTS

- CompuLert™ NEXGen Server
- CompuLert™ NEXGen Client
- CompuLert™ NEXGen Remote Terminal Unit

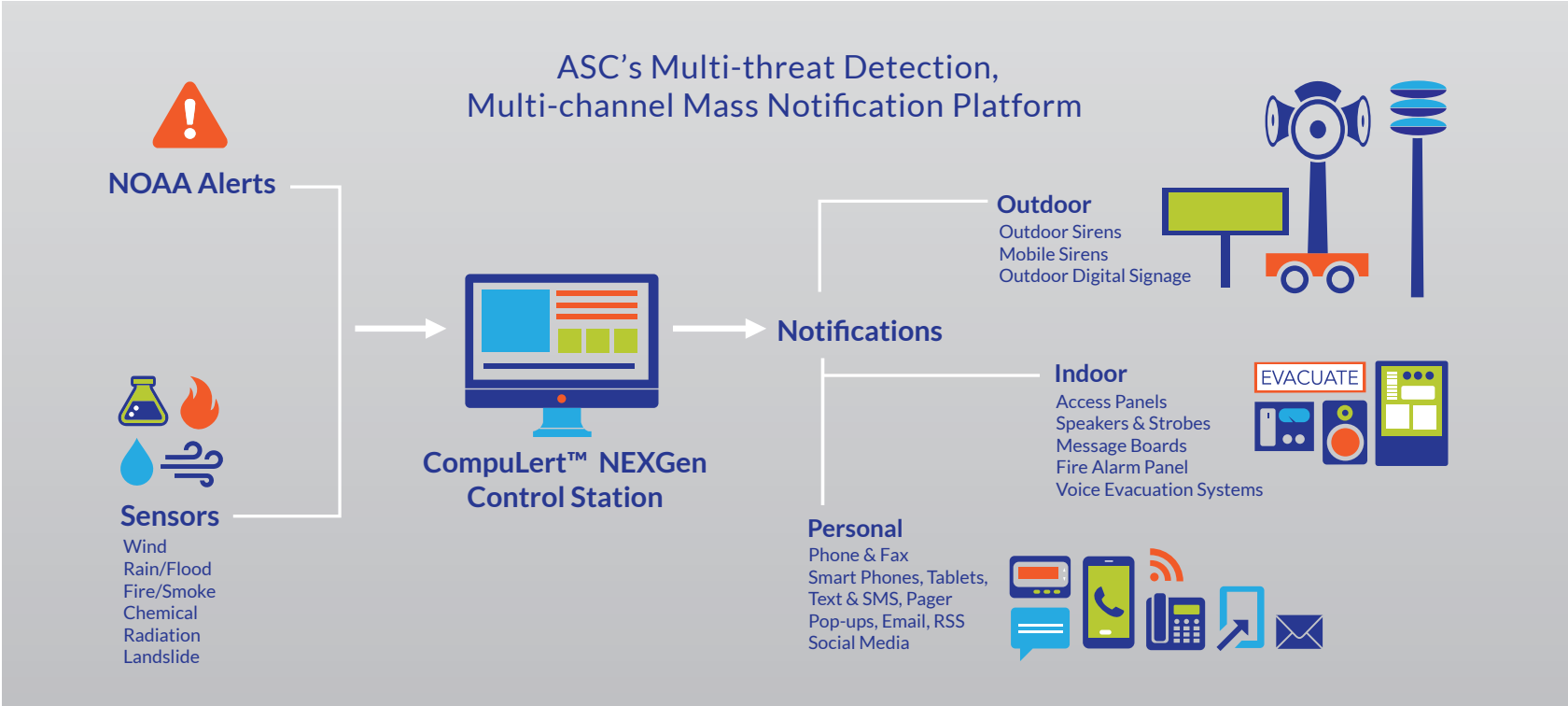
APPLICATIONS

- Mass notification platforms
- Campus warning systems
- Flood detection and warning systems
- Severe weather warning systems
- Hazmat detection and warnings
- Radiological detection and warnings
- Critical communication server
- Emergency response organization notifications

FEATURES

- **NOAA National Weather Service Alerts –** Automatically retrieve NWS Alert messages to activate critical mass notification devices and systems.
- **Common Alerting Protocol compliant –** Fully supports consuming and originating CAP compliant messaging.
- **Auto-Activation on NWS/CAP event –** Provides unattended activation of alert notification devices automatically in response to NWS/CAP messages, increasing critical life-saving time.*
- **Dynamic Mapping –** Multiple map sources available to provide improved situational awareness. Google Earth, OpenStreet Maps, ESRI GIS, Microsoft Bing and more.**
- **Population-based coverage reporting –** Capable of using population data to determine potentially affected populations.
- **Siren sound coverage –** Ability to display siren device coverage areas on dynamic maps.
- **Multiple communication channel support –** Ability to manage multiple simultaneous communication channels utilizing dissimilar technologies. NEXGen includes an intelligent communications management engine.
- **Robust multi-tier architecture –** NEXGen is a true multi-tier client server application based on leading edge architecture and mobile technologies, providing a seamless transition from traditional desktops to tablet and mobile platforms.
- **Fleet management –** NEXGen provides a hierarchical logical structure, allowing geographically separated locations to integrate into a unified, seamless data presentation and command and control system.

** NOAA automatic activation and filters require additional upgrade fees*
*** Additional map licensing fees may apply depending on the map selected*



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Lake Worth City Council Meeting – February 12, 2019

Agenda Item No. H.1

From: Stacey Almond, City Manager

Item: Executive Session: Pursuant to Section 551.072, Texas Government Code to Deliberate the purchase, exchange, lease or value of real property – 4112 Fewell Street.