



## **CITY OF LAKE WORTH**

### **CITY COUNCIL AGENDA**

**3805 ADAM GRUBB  
LAKE WORTH, TEXAS 76135  
TUESDAY, JUNE 13, 2017**

---

The Lake Worth City Council meeting will take place immediately following the 6:15 p.m. June 13, 2017 Crime Control and Prevention District Board meeting.

#### **REGULAR MEETING: 6:30 PM**

Held in the City Council Chambers

#### **A. CALL TO ORDER**

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

##### **A.2 ROLL CALL**

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

No items for this category.

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

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

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

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

##### **B.1 [Approve minutes of the May 9, 2017 City Council meeting.](#)**

- B.2 [Approve Finance Reports for the month of May 2017.](#)
- B.3 [Approve a Master Intergovernmental Cooperative Purchasing Agreement with H-GAC \(Houston-Galveston Area Council\) and authorize the City Manager to execute same.](#)
- B.4 [Approve a budget amendment for the initiation of the 2017 Water and Wastewater Master Plan by Kimley-Horn & Associates.](#)
- B.5 [Approve Ordinance No. 1086, reappointment of William “Bill” Lane as the Municipal Court Judge of Record.](#)
- B.6 [Approve the Crime Control and Prevention District Rules and Procedures.](#)
- B.7 [Approve the purchase of a 2017 Chevrolet truck in an amount not to exceed \\$37,800.](#)
- B.8 [Approve Resolution No. 1023, approving the sale of real property acquired at a delinquent tax foreclosure sale located at 6837 Wallis Road.](#)

## **C. PUBLIC HEARINGS**

- C.1 [Continued public hearing to consider Planning & Zoning Case No. PS17-02, a request by Francisco Ruben Martinez & Adriadna Salas for a replat of Block 32, Lots 1-4 & 9-12, Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas to Block 32, Lot 1R1, 1R2, 2R1, 2R2, 3R, 4R1, 4R2, 9R1, 9R2, 10R, 11R1, 11R2, 12R1, and 12R2, Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas. \[CONTINUED FROM THE MAY 9, 2017 CITY COUNCIL MEETING. THE CASE HAS BEEN WITHDRAWN BY THE APPLICANT.\].](#)
- C.2 [Public Hearing to consider Planning & Zoning Case No. PZ17-01, an Ordinance amending Ordinance No. 500, the Comprehensive Zoning Ordinance of the City of Lake Worth, so as to change the zoning designation of an approximately 0.399 acre lot of land, legally known as Block 1, Lot 1, Circle A Addition, Lake Worth, Tarrant County, Texas, being that all of the certain called 0.399 acre lot of land recorded in the deed records of Tarrant County, Texas from a zoning designation of “PC” – Planned Commercial for the use of an Office and a Warehouse Facility for Electrical Contracting to a zoning designation of “PC” – Planned Commercial for the use of a Retail Garden Center, along with a development plan and site plan approval and by amending the Official Zoning Map and the future Land Use Map of the Comprehensive Land Use Plan to reflect such change. The property to be considered for re-zoning is generally described as a 0.399 lot of land located at 3605 Roberts Cut Off Road, Lake Worth, Texas – Ordinance No. 1082.](#)



- C.3 [Public Hearing to consider Planning & Zoning Case No. PZ17-02, an Ordinance amending Ordinance No. 500, the Comprehensive Zoning Ordinance of the City of Lake Worth, so as to change the zoning designation of an approximately 0.4178 acre lot of land, legally known as Block 30, Lot 16, Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas, being that all of the certain called 0.4178 acre lot of land recorded in the deed records of Tarrant County, Texas, from a zoning designation of "PC" – Planned Commercial for the use of Transmission Repair work and for storage of equipment and parts to a zoning designation change and land use of "PC" – Planned Commercial for the use of a Construction Company Office and Storage Yard zoning designation change and land use approval, along with a development plan and site plan approval, and by amending the Official Zoning Map and the Future Land Use Map of the Comprehensive Land Use Plan to reflect such change. The property to be considered for re-zoning is generally described as a 0.4178 lot of land located 2929 Caddo Trail, Lake Worth, Texas – Ordinance No. 1083.](#)
- C.4 [Public Hearing to consider Planning & Zoning Case No. PZ17-03, an Ordinance amending Ordinance No. 500, the Comprehensive Zoning Ordinance of the City of Lake Worth, so as to change the zoning designation of an approximately 0.23 acre tract of land, legally known as Abstract 1552, Tract 2Z1, Moses Townsend Survey, Lake Worth, Tarrant County, Texas, being that all of the certain called 0.23 acre tract of land recorded in the deed records of Tarrant County, Texas from a zoning designation change and land use approval from "SF-1" – Single Family Residential to a zoning designation change and land use of "PC" – Planned Commercial for the use of a Municipal Complex, and by amending the Official Zoning Map and the Future Land Use Map of the Comprehensive Land Use Plan to reflect such change. The property to be considered for re-zoning is generally described as a 0.23 tract of land located 6728 Charbonneau Road, Lake Worth, Texas – Ordinance No. 1084.](#)
- C.5 [Public Hearing to consider Planning & Zoning Case No. PS17-03, a proposed preliminary plat being plat being all of Block 1, Lot 1R, Lake Worth Municipal Complex, an addition to the City of Lake Worth, Tarrant County, Texas, per the plat thereof recorded under Instrument Number D211286203, and Abstract 1552, Tract 2Z1, Moses Townsend Survey of the plat records of Tarrant County, Texas. The proposed preliminary plat's new legal description will be Block 1, Lot 1R1, Lake Worth Municipal Complex, commonly known as 3805 Adam Grubb, Lake Worth, Texas.](#)

- C.6 [Public Hearing to consider Planning & Zoning Case No. PS17-04, a proposed final plat being all of Block 1, Lot 1R, Lake Worth Municipal Complex, an addition to the City of Lake Worth, Tarrant County, Texas, per the plat there of recorded under Instrument Number D211286203, and Abstract 1552, Tract 2Z1, Moses Townsend Survey of the plat records of Tarrant County, Texas. The proposed final plat's new legal description will be Block 1, Lot 1R1, Lake Worth Municipal Complex, commonly known as 3805 Adam Grubb, Lake Worth, Texas.](#)

**D. PLANNING AND DEVELOPMENT**

No items for this category.

**E. PUBLIC WORKS**

No items for this category.

**F. GENERAL ITEMS**

- F.1 [Discuss and approve repayment structure related to 2008 Certificates of Obligation refunding.](#)
- F.2 [Discuss and consider approval of upgrades to the Verizon antennas on the Lake Worth Water Tower, located at 4200 Boat Club Road.](#)
- F.3 [Discuss and consider accepting the bid from Sterling Contracting Services, Inc. for the Lake Worth Fire Department Second Floor Finish Out in an amount not to exceed \\$137,170.00, and authorize the City Manager to execute the contract.](#)
- F.4 [Discuss and consider approval of a contract with Tarrant County Fire Alarm Center \(TCFAC\) for Lake Worth Fire Department dispatch services from July 1, 2017 through September 30, 2017 for \\$9,174.00, and authorize the City Manager to execute same.](#)
- F.5 [Discuss and consider a system purchase agreement with Motorola Solution, Inc. for radio communications equipment and services in an amount not to exceed \\$579,000.00, and authorize the City Manager to execute same.](#)
- F.6 [Discuss and consider a Communications System Agreement with the City of Fort Worth to participate in the Trunked Voice Radio System and authorize the City Manager to execute same.](#)
- F.7 [Discuss and provide direction regarding the reallocation of Sale and Use Tax from the Economic Development Corporation and the Street Maintenance Tax to the General Sales Tax.](#)
- F.8 [Discuss and consider sponsorship for the 2017 Charlie Geren Veteran of the Year Award.](#)

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

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

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

- H.1 Assistant City Manager/Finance Director Report(s)  
1. Sales Tax
- H.2 Police Chief Report(s)  
1. City of Lake Worth participation in the CVS Pharmacy Medical Disposal for Safer Communities Program.  
2. Installation of an Exchange Zone.
- H.3 Building Development Director Report(s)  
1. Update on Animal Control Shelter  
2. Update on 4<sup>th</sup> Annual Shred Event
- H.4 Public Works  
1. Update on City Projects

**I. EXECUTIVE SESSION**

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

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

- I.1 Section 551.074: Personnel matters to deliberate the employment, evaluation, and duties of public employees – Police Chief and City Manager.

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

**K. ADJOURNMENT**

### Certification

I do hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, 3805 Adam Grubb, City of Lake Worth Texas in compliance with Chapter 551, Texas Government Code on Friday, June 9, 2017 at 4:00 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 Regular City Council Meeting – June 13, 2017**

**Agenda Item No. B.1**

---

**FROM:** Monica Solko, City Secretary

**ITEM:** Approve minutes of the May 9, 2017 City Council meeting.

**SUMMARY:**

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

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

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

1. May 9, 2017 City Council minutes

**RECOMMENDED MOTION OR ACTION:**

Approve minutes of the May 9, 2017 City Council meeting.

**MINUTES OF THE REGULAR MEETING  
OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS  
HELD IN CITY HALL, COUNCIL CHAMBERS, 3805 ADAM GRUBB  
TUESDAY, MAY 9, 2017**

**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
	Gene Ferguson	Council, Place 3
	Ronny Parsley	Council, Place 4
	Pat O. Hill	Council, Place 5
	Gary Stuard	Council, Place 6
Staff:	Stacey Almond	City Manager
	Debbie Whitley	Assistant City Manager/Finance Director
	Monica Solko	City Secretary
	Drew Larkin	City Attorney
	Mike Christenson	Fire Chief
	Steve Carpenter	Assistant Police Chief
	Sean Densmore	Public Works Director
	Barry Barber	Building Development Director
	Misty Christian	Engineer

**A.3 EXECUTIVE SESSION**

Mayor Bowen announced at 6:33 p.m. that the Council would adjourn into Executive Session as authorized by Chapter 551, Texas Government Code, specifically Section 551.074: Personnel matters to deliberate the appointment of city board and commission member(s) – Economic Development Corporation; Section 551.072: Deliberate the purchase, exchange, lease or value of real property located at Abstract 1741, Tract 1 Jacob Wilcox Survey and Abstract 1741, Tract 1S, Jacob Wilcox Survey and Section

551.074: Personnel matters to deliberate the employment, evaluation, reassignment, duties, discipline and dismissal of public employees – Police Chief. Executive Session began at 6:33 p.m. and recessed at 6:39 p.m.

*Mayor Bowen reconvened into open session at 6:39 p.m.*

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

##### **A.4.1 PROCLAMATION - MOTORCYCLE SAFETY AND AWARENESS MONTH.**

Mayor Bowen presented a proclamation to members of local motorcycle clubs proclaiming the month of May as Motorcycle Safety and Awareness Month.

##### **A.4.2 PROCLAMATION - EMERGENCY MEDICAL SERVICES WEEK.**

Mayor Bowen presented a proclamation to Fire Chief Christenson proclaiming the week of May 21-27, 2017 as Emergency Medical Services Week.

##### **A.4.3 PRESENTATION - CERTIFICATES OF ELECTION AND ADMINISTER OATHS OF OFFICE TO ELECTED MAYOR AND COUNCIL MEMBERS PLACE 2, 4 AND 6.**

Mayor Bowen announced the City of Lake Worth was able to cancel their election due to the candidates being unopposed. At the March 14, 2017 meeting, Council approved Ordinance No. 1077 canceling the election and declaring the candidates elected to office. City Secretary Monica Solko administered the oaths of office to Mayor Bowen and Council members White, Parsley, and Stuard.

#### **A.5 CITIZEN PRESENTATION / VISITOR COMMENTS**

There were no requests to speak from the public.

#### **A.6 REMOVAL OF CONSENT AGENDA**

Mayor Bowen asked that the minutes of the April 11, 2017 City Council meeting be removed from the consent agenda.

**COUNCIL MEMBER WHITE MADE A MOTION, SECONDED BY COUNCIL MEMBER STUARD, TO REMOVE THE MINUTES (ITEM B.1) FROM THE CONSENT AGENDA AND CONSIDER SEPARATELY.**

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

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

- B.2 APPROVE FINANCE REPORTS FOR THE MONTH OF APRIL 2017.**
- B.3 CONSIDER APPROVAL OF THE AUDIT ENGAGEMENT LETTER FROM SNOW GARRETT WILLIAMS FOR AUDIT SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017 AND AUTHORIZE THE CITY MANAGER TO SIGN THE DOCUMENT.**
- B.4 DISCUSS AND CONSIDER A MASTER LEASE AGREEMENT WITH VAR TECHNOLOGY FINANCE FOR THE PURCHASE OF COMPUTER EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$51,134.00 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.**
- B.5 DISCUSS AND CONSIDER A MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH NATIONAL IPA (INTERGOVERNMENTAL PURCHASING ALLIANCE) AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.**
- B.6 DISCUSS AND CONSIDER A MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.**

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

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

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

**APPROVED**

Mayor Bowen stated that in effort to eliminate confusion in the future, he would like the effective date of May 1, 2017 added to items F.1 and F.2. Item F.1 is the approval of Pay Plan C, D, and E for Police and Fire Department employees. Item F.2 is the approval of Resolution No. 1019, revising job descriptions for the Administrative Assistant-PD, Property/Evidence Technician, Records Technician, Tele-Communications Supervisor and adding two new job descriptions for Administrative Assistant-FD and Driver Engineer.



**COUNCIL MEMBER HILL MADE A MOTION, SECONDED BY MAYOR PRO TEM NARMORE, TO APPROVE THE MINUTES OF THE APRIL 11, 2017 WITH THE ADDITION OF AN EFFECTIVE DATE OF MAY 1, 2017 TO ITEMS F.1 AND F.2.**

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

### **C. PUBLIC HEARINGS**

**C.1 PUBLIC HEARING TO CONSIDER PLANNING & ZONING CASE NO. PS17-02, A REQUEST BY FRANCISCO RUBEN MARTINEZ & ADRIADNA SALAS FOR A REPLAT OF BLOCK 32, LOTS 1-4 & 9-12, INDIAN OAKS SUBDIVISION, LAKE WORTH, TARRANT COUNTY, TEXAS TO BLOCK 32, LOT 1R1, 1R2, 2R1, 2R2, 3R, 4R1, 4R2, 9R1, 9R2, 10R, 11R1, 11R2, 12R1, AND 12R2, INDIAN OAKS SUBDIVISION, LAKE WORTH, TARRANT COUNTY, TEXAS. [THE PLANNING AND ZONING COMMISSION CONTINUED THIS ITEM AT THEIR APRIL 18, 2017 MEETING. CITY COUNCIL WILL CONTINUE THIS ITEM TO THE JUNE 13, 2017 CITY COUNCIL MEETING, PENDING RECOMMENDATION BY THE PLANNING AND ZONING COMMISSION.].**

#### **CONTINUED PUBLIC HEARING TO JUNE 13, 2017 CITY COUNCIL MEETING**

Mayor Bowen opened the public hearing and announced that the item was continued by the Planning and Zoning commission at their April 18, 2017 meeting. Staff is recommending that Council continue the public hearing to their June 13, 2017 meeting.

Mayor Bowen called for anyone wishing to speak for or against the request to come forward.

There being no one wishing to speak, Mayor Bowen called for a motion.

**COUNCIL MEMBER SMITH MADE A MOTION, SECONDED BY MAYOR PRO TEM NARMORE, TO KEEP THE PUBLIC HEARING OPENED AND CONTINUE THE PUBLIC HEARING TO THE JUNE 13, 2017 CITY COUNCIL MEETING.**

**MOTION TO CONTINUE CARRIED 7-0**

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

There were no items for this category.

### **E. PUBLIC WORKS**

**E.1 DISCUSS AND CONSIDER ORDINANCE NO. 1080, AMENDING ORDINANCE 760, SECTION 12.704(B) SCHOOL ZONES START TIME TO 7:00 A.M. – 4:30 P.M.**

**APPROVED**

Public Works Director Sean Densmore presented the item. Council is being asked to approve Ordinance No. 1080 amending a discrepancy in the Code of Ordinances for school zone start times. The amended time will be 7:00 a.m. to 4:30 p.m.

**COUNCIL MEMBER FERGUSON MADE A MOTION, SECONDED BY COUNCIL MEMBER PARSLEY, TO APPROVE ORDINANCE NO. 1080 AMENDING ORDINANCE 760, SECTION 12.704(B) SCHOOL ZONES START TIME TO 7:00 A.M. – 4:30 P.M.**

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

**E.2 DISCUSS AND CONSIDER INITIATION OF THE 2017 WATER AND WASTEWATER MASTER PLAN, PREPARED BY KIMLEY-HORN & ASSOCIATES, IN AN AMOUNT NOT TO EXCEED \$40,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.**

**APPROVED**

Public Works Director Sean Densmore presented the item. Council is being asked to approve the initiation of the 2017 Water and Wastewater Master Plan. The last wastewater system review was completed in May of 1997 and the water system master plan was completed in February 2000. This comprehensive plan will include an in-depth review of the City's current water and wastewater system and provide information on flows, system pressures, infrastructure age, capacity, population projections and land use. Staff recommends the City Manager execute a contract with Kimley-Horn & Associates for the preparation of the 2017 Water and Wastewater Master Plan in an amount not to exceed \$40,000.

**COUNCIL MEMBER STUARD MADE A MOTION, SECONDED BY COUNCIL MEMBER HILL, TO APPROVE INITIATION OF THE 2017 WATER AND WASTEWATER MASTER PLAN, PREPARED BY KIMLEY-HORN AND ASSOCIATES, IN AN AMOUNT NOT TO EXCEED \$40,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.**

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

**F. GENERAL ITEMS**

**F.1 DISCUSS AND CONSIDER RESOLUTION NO. 1022, APPOINTMENT/REAPPOINTMENT TO THE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS, PLACES 1, 3, 5, AND 7.**

**APPROVED**

City Manager Stacey Almond presented the item. The terms of office for the individuals serving in Places 1, 3, 5 and 7 on the Economic Development Corporation (EDC) Board of Directors expire in June. The bylaws state that appointments to the Board of Directors are to be made by the City Council and the Places 1-4 are designated for Council Member Directors and Places 5-7 are designated for Citizen Member Directors. The term of office is a two year term. According to past appointments, the next appointments for EDC Board from City Council will be Council member Geoffrey White, Place 1 and Council member Jim Smith, Place 2. The other two places are citizen places. Jason McAfee has applied for (vacant) Place 5 and Bonnie Amick has reapplied for Place 7.

**COUNCIL MEMBER WHITE MADE A MOTION, SECONDED BY COUNCIL MEMBER PARSLEY, APPROVING RESOLUTION No. 1022 APPOINTING COUNCIL MEMBER WHITE TO PLACE 1, COUNCIL MEMBER SMITH TO PLACE 3, MR. JASON McAFEE TO PLACE 5 AND REAPPOINTMENT OF MS. YVONNE AMICK TO PLACE 7, TERMS EXPIRING JUNE 1, 2019.**

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

**F.2 DISCUSS AND CONSIDER AN INTERLOCAL AGREEMENT FOR ADMINISTRATIVE COST FUNDING FOR THE TARRANT COUNTY TRANSPORTATION SERVICES SECTION 5310 PROGRAM WITH THE FORT WORTH TRANSPORTATION AUTHORITY FROM MAY 1, 2017 THROUGH APRIL 30, 2018 AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAME.**

**APPROVED**

City Manager Stacey Almond presented the item. The City of Lake Worth has had an agreement with the Fort Worth Transportation Authority for the Tarrant County Transportation Services (TCTS) since 2014. The TCTS is possible through a Section 5310 program, utilized by the "T" and service is then provided by Catholic Charities. In the interlocal agreement the city agrees to pay an annual subsidy of \$1,890.00 which allows residents to call and schedule one-way trips via Catholic Charities to a destination in Tarrant County. The cost to residents is \$2.50 a trip.

**COUNCIL MEMBER STUARD MADE A MOTION, SECONDED BY COUNCIL MEMBER HILL, TO APPROVE AN INTERLOCAL AGREEMENT FOR ADMINISTRATIVE COST FUNDING FOR TARRANT COUNTY TRANSPORTATION AUTHORITY FROM MAY 1, 2017 THROUGH APRIL 30, 2018 AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAME.**

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

**F.3 DISCUSS AND CONSIDER ORDINANCE NO. 1081, APPROVING A NEGOTIATED SETTLEMENT BETWEEN ATMOS CITIES STEERING COMMITTEE (ACSC) AND ATMOS ENERGY CORP. MIDTEX DIVISION REGARDING THE COMPANY'S 2017 RATE REVIEW MECHANISM FILINGS.**  
**APPROVED**

City Manager Stacey Almond presented the item. Council is being asked to approve Ordinance No. 1081, a negotiated settlement between Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp. Mid-Tex Division regarding the company's 2017 rate review mechanism filings. On March 1, 2017 Atmos made a filing requesting \$57.4 million additional revenues on a system-wide basis. The ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the company's request by \$9.4 million, such that the Ordinance approving new rates reflects an increase of \$48 million on a system-wide basis, or \$38.8 million for Mid-Tex Cities. The monthly residential customer charge will be \$19.60. The consumption charge will be \$0.14 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$2.04, or about 3.87%. The typical commercial customer will see an increase of \$6.27, or 2.37%. The requested rate increase will go into effect September 1, 2017.

**COUNCIL MEMBER FERGUSON MADE A MOTION, SECONDED BY MAYOR PRO TEM NARMORE, TO APPROVE ORDINANCE NO. 1081, APPROVING A NEGOTIATED SETTLEMENT BETWEEN ATMOS CITIES STEERING COMMITTEE (ACSC) AND ATMOS ENERGY CORPORATION MIDTEX DIVISION REGARDING THE COMPANY'S 2017 RATE REVIEW MECHANISM FILING.**

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

**F.4 DISCUSS AND CONSIDER APPOINTMENT OF MAYOR PRO TEM.**  
**APPROVED**

City Secretary Monica Solko presented the item. Pursuant to Section 3.09 of the City Charter, the Council shall select a Mayor Pro Tem from among the seven members of Council. This appointment shall be made at the first regular meeting following the general city election. The Mayor Pro Tem shall, in the absence or disability of the Mayor, perform all the Mayor's duties. The term of office is one year.

Mayor Bowen called for nominations.

Council member Stuard moved to nominate Council member White.

Council member Hill moved to nominate Mayor Pro Tem Narmore. Mayor Pro Tem Narmore asked to withdraw his nomination.

Being no other nominations, Mayor Bowen closed nominations and called for the motion.

**COUNCIL MEMBER SMITH MADE A MOTION, SECONDED BY COUNCIL MEMBER FERGUSON, TO NOMINATE COUNCIL MEMBER GEOFFREY WHITE AS MAYOR PRO TEM.**

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

## **EXECUTIVE SESSION**

Mayor Bowen announced at 7:04 p.m. that the Council would reconvene into Executive Session as authorized by Chapter 551, Texas Government Code, specifically Section 551.074: Personnel matters to deliberate the appointment of city board and commission member(s) – Economic Development Corporation; Section 551.072: Deliberate the purchase, exchange, lease or value of real property located at Abstract 1741, Tract 1 Jacob Wilcox Survey and Abstract 1741, Tract 1S, Jacob Wilcox Survey and Section 551.074: Personnel matters to deliberate the employment, evaluation, reassignment, duties, discipline and dismissal of public employees – Police Chief. Executive Session reconvened at 7:04 p.m. and adjourned at 7:21 p.m.

*Mayor Bowen reconvened into open session at 7:21 p.m.*

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

No action is necessary as the result of Executive Session.

### **H. MAYOR AND COUNCIL ITEMS.**

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

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

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

#### **I.1 ASSISTANT CITY MANAGER/DIRECTOR OF FINANCE REPORT(S):**

##### **1. UPCOMING SHRED EVENT.**

Assistant City Manager/Finance Director Debbie Whitley reported on the City's 4<sup>th</sup> Annual Document Shredding Event on Saturday, June 10, 2017 at 9:00 a.m. to 12:00 noon, located at the Lake Worth Multi-Purpose Facility, 7005 Charbonneau Road. The

event is free to Lake Worth residents with proof of residency. Last year the city shredded over 4,800 lbs. of papers.

## **I.2 FIRE CHIEF REPORT(S)**

### **1. UPDATE ON NEW TRIBAND RADIOS.**

Fire Chief Christenson updated Council on the new triband radios. Tarrant County 911 donated handheld mobile radios to the Police and Fire Departments. The Fire Department has six (6) apex 8000 Motorola radios. The radios have been upgraded to triband radios. Fire fighters can now carry one (1) device instead of three (3) and with the upgrade they can now switch back to and forth from UHF, VHF and 800 MHz . This simple upgrade will help when assisting other communities that use the different frequencies. The Fire Department hopes to purchase more radios in the future.

## **I.3 POLICE CHIEF REPORT(S)**

### **1. UPDATE ON PROPERTY PURGE.**

Assistant Police Chief Carpenter updated the Council on the latest administrative purge of property and evidence records. The cleanup took place from March 13-April 21.

- 2,230 cases were disposed.
- 740 cases are awaiting proper disposal (weapons, DNA kits, etc.).
- 85 juvenile cases boxed and awaiting disposition from the Tarrant County Juvenile Court System.
- 13 cases of cash totaling \$6,396.44. In accordance of Code of Criminal Procedure 18.17 the funds were deposited into the General Fund.

## **I.4 PUBLIC WORKS DIRECTOR REPORT(S)**

Public Works Director Sean Densmore reported on the following projects:

### **1. UPDATE ON COLESON'S FROG 5K EVENT.**

The 7<sup>th</sup> annual Coleson's F.R.O.G 5k and 1 mile Fun Run was a great success. Thank you to all staff that helped work the event. There were 520 people signed up for the race but due to inclement weather there were approximately 150 runners that showed up. Overall the event raised approximately \$22,000 and helped 16 families.

### **2. UPDATE ON CHARBONNEAU LIFT STATION PROJECT.**

The Charbonneau lift station project is waiting on the pumps to come in. We anticipate about 30 days for the project to be complete.

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

The contracts for the 2017 Concrete Rehabilitation Project have been signed and work will begin on Paul Meador. Staff is currently working on the bid documents for fence replacement of both ball fields at Lake Worth Park.

**J. ADJOURNMENT**

Mayor Walter Bowen adjourned the meeting at 7:30 p.m.

**APPROVED:**

---

Walter Bowen, Mayor

**ATTEST:**

---

Monica Solko, TRMC  
City Secretary

## Lake Worth Regular City Council Meeting – June 13, 2017

### Agenda Item No. B.2

---

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

**Item:** Approve Finance reports for the month of May 2017.

**Summary:**

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

**Fiscal Impact:**

N/A

**Attachments:**

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

**Recommended Motion or Action:**

Approve finance reports for the month of May 2017.



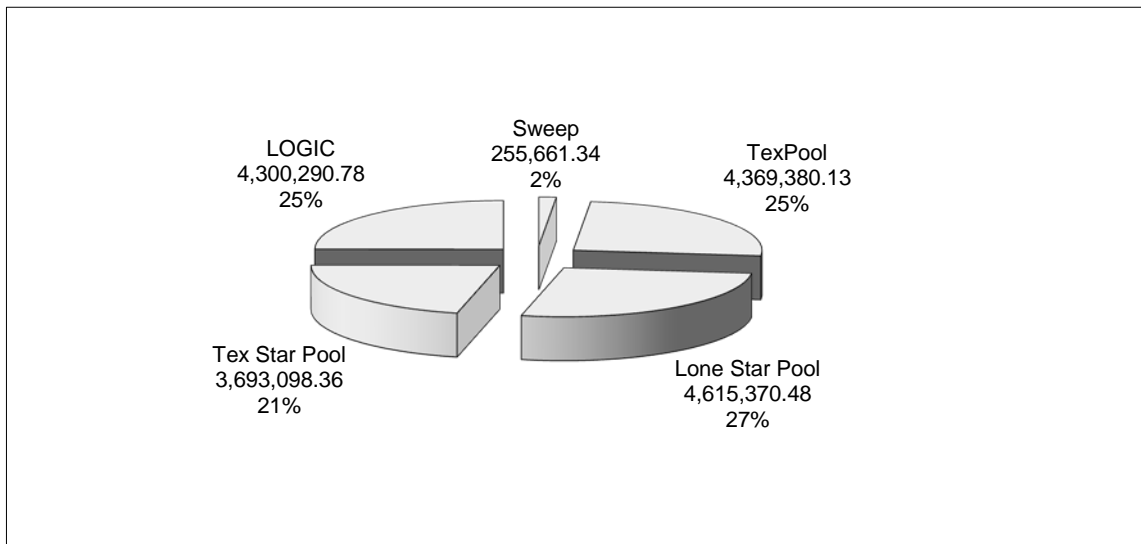
**CITY OF LAKE WORTH  
CASH POSITION  
As of May 31, 2017**

	Checking Account	TexPool	Lone Star Pool	TexStar	LOGIC	Total
General Fund	47,065.14	1,418,816.01	1,566,933.70	1,703,526.26	1,557,038.62	6,293,379.73
Park Fund	10,493.13	187,085.42			218,022.35	415,600.90
Child Safety Fund	16,511.87					16,511.87
Court Technology	13,463.66					13,463.66
Court Security Fund	19,934.35				41,299.74	61,234.09
Confiscated Property Fund	5,942.83					5,942.83
Street Maintenance	26,172.11	518,280.65	507,975.06	546,346.45	516,968.36	2,115,742.63
Crime Control	25,964.79	141,842.93	147,525.19	178,982.18		494,315.09
Economic Development		1,509,082.69	1,272,163.09		1,254,113.00	4,035,358.78
PEG Fund					61,363.55	61,363.55
Water/Sewer Fund	69,975.60	291,196.75	244,582.64		280,417.49	886,172.48
Debt Service	5,224.51	302,978.61	538,139.09			846,342.21
2008 CO Series		97.07		1,202,692.16		1,202,789.23
Hotel/Motel Tax Fund	14,913.35		338,051.71	61,551.31	371,067.67	785,584.04
Total All Cash & Invstments	255,661.34	4,369,380.13	4,615,370.48	3,693,098.36	4,300,290.78	17,233,801.09

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

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

Total Funds Held In Checking Accounts Subject To Overnight Sweep	\$255,661.34
<i>(Funds covered by FDIC and Pledged Collateral by Bank of Texas)</i>	
Total Funds Held In TexPool	\$4,369,380.13
<i>(NAV \$1.00 per share, 4,369,380 shares; WAM 1 day)</i>	
Total Funds Held In Lone Star Pool	\$4,615,370.48
<i>(NAV \$1.00 per share, 4,615,370 shares; WAM 1 day)</i>	
Total Funds Held In TexStar Pool	\$3,693,098.36
<i>(NAV \$1.00 per share, 3,693,098 shares; WAM 1 day)</i>	
Total Funds Held In LOGIC	\$4,300,290.78
<i>(NAV \$1.00 per share, 4,300,291 shares; WAM 1 day)</i>	
Total All Funds	\$17,233,801.09



Prepared By: *Debbie Whitley*

Date: June 5, 2017

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
<b>GENERAL FUND</b>					
Mayor/Council	15,163.00	772.67	11,957.76	3,205.24	79%
Administration	1,366,165.00	96,919.89	692,240.97	673,924.03	51%
Police	2,247,687.00	216,205.77	1,355,360.73	892,326.27	60%
Fire	1,808,577.00	179,508.96	1,119,607.64	688,969.36	62%
Street	600,127.00	52,828.46	318,570.01	281,556.99	53%
Library	240,265.00	25,780.92	156,012.67	84,252.33	65%
Parks	375,348.00	36,286.07	224,073.08	151,274.92	60%
Maintenance Dept	186,742.00	17,978.98	121,215.25	65,526.75	65%
Senior Citizens	113,992.00	11,772.65	72,071.92	41,920.08	63%
Municipal Court	217,247.00	27,394.12	145,851.04	71,395.96	67%
Animal Control	88,256.00	8,647.93	52,357.80	35,898.20	59%
Emergency Management	14,554.00	171.96	10,758.29	3,795.71	74%
Permits & Inspections	355,300.00	35,575.02	227,101.32	128,198.68	64%
Information Technology	476,951.00	40,326.56	287,543.35	189,407.65	60%
Total General Fund	8,106,374.00	750,169.96	4,794,721.83	3,311,652.17	59%
<b>EDC</b>					
Administration	1,529,102.00	865.53	770,187.91	758,914.09	50%
Lake Worth Area Museum	7,309.00	157.69	4,836.73	2,472.27	66%
Total EDC	1,536,411.00	1,023.22	775,024.64	761,386.36	50%
<b>WATER/SEWER FUND</b>					
Administration	1,185,097.00	15,389.97	759,545.95	425,551.05	64%
Water Supply	970,140.00	170,129.74	494,100.86	476,039.14	51%
Water Distribution	352,376.00	47,439.01	188,810.23	163,565.77	54%
Sewer Department	1,158,103.00	116,647.61	678,758.88	479,344.12	59%
Total Water/Sewer	3,665,716.00	349,606.33	2,121,215.92	1,544,500.08	58%
<b>TOTAL EXPENDITURES</b>	<b>13,301,192.00</b>	<b>1,100,641.82</b>	<b>7,686,125.66</b>	<b>5,615,066.34</b>	<b>58%</b>

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

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
<b>GENERAL FUND</b>					
Property Taxes	760,494.00	4,535.28	724,841.84	35,652.16	95%
Franchise Fees	455,000.00	22,919.48	268,121.52	186,878.48	59%
Sales and Beverage Taxes	4,152,469.00	497,098.12	2,562,273.06	1,590,195.94	62%
Fines and Warrants	429,810.00	47,171.42	322,629.87	107,180.13	75%
License & Permits	132,310.00	15,745.82	119,597.88	12,712.12	90%
Sanitation/Animal Control	184,685.00	15,944.45	125,239.87	59,445.13	68%
Investment Income & Misc	318,005.00	29,981.58	315,084.61	2,920.39	99%
Due From Other Funds	1,107,369.00		553,688.00	553,681.00	50%
Use of Prior Year Reserves	559,882.00			559,882.00	0%
Total General Fund	8,100,024.00	633,396.15	4,991,476.65	3,108,547.35	62%
<b>EDC</b>					
Sales Tax	1,985,000.00	248,549.06	1,275,146.49	709,853.51	64%
Interest Income & Miscellaneous	9,250.00	2,539.66	15,104.22	-5,854.22	163%
Use of Prior Year Reserves				0.00	
Total EDC	1,994,250.00	251,088.72	1,290,250.71	703,999.29	65%
<b>WATER/SEWER FUND</b>					
Water Sales	1,462,840.00	113,731.20	813,593.80	649,246.20	56%
Water Tap Fees	1,500.00		1,205.00	295.00	80%
Water Service Charge	70,000.00	6,000.38	41,973.04	28,026.96	60%
Sewer Charges	975,000.00	81,898.90	615,547.14	359,452.86	63%
Sewer Tap Fees	4,500.00		3,775.00	725.00	84%
Miscellaneous	49,250.00	4,598.14	37,693.85	11,556.15	77%
Transfers In	785,490.00		265,038.00	520,452.00	34%
Use of Prior Year Reserves	317,136.00			317,136.00	0%
Total Water/Sewer Fund	3,665,716.00	206,228.62	1,778,825.83	1,886,890.17	49%
<b>DEBT SERVICE FUND:</b>					
Property Tax Revenue	1,210,702.00	7,360.64	1,131,144.35	79,557.65	93%
Investment Income & Misc	3,000.00	484.48	1,983.05	1,016.95	66%
Transfers In	508,092.00		254,048.00	254,044.00	50%
Use of Prior Year Reserves	42,500.00			42,500.00	0%
Total Debt Service	1,764,294.00	7,845.12	1,387,175.40	377,118.60	79%
<b>TOTAL ALL FUNDS</b>	<b>15,524,284.00</b>	<b>1,098,558.61</b>	<b>9,447,728.59</b>	<b>6,076,555.41</b>	<b>61%</b>

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

		Current % Incr or Decrease
Current Month Receipts	497,098.12	
Same Month, Last Year	458,223.61	8.48%
Same Month, 2 Years Ago	382,872.28	29.83%
Current YTD Total	2,550,292.99	
YTD, Last Year	2,406,487.83	5.98%
YTD, 2 Years Ago	2,194,051.34	16.24%

Current Year Budget is \$4,128,469

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

REVENUE SOURCE:

UTILITY DONATIONS	6,832.00
DONATIONS - KIDS & TREES	0.00
DONATIONS - NAVAJO PARK	0.00
DONATIONS - RAYL PARK	5,000.00
DONATIONS - LAKE WORTH PARK	0.00
INVESTMENT INCOME	1,402.53
EDC CONTRIBUTIONS	125,000.00
MISCELLANEOUS	142.25
Total Revenue	<u>138,376.78</u>

EXPENDITURE CATEGORY:

MISCELLANEOUS	469.37
PARK MAINTENANCE	7,147.84
HODGKINS PARK	0.00
CHARBONNEAU PARK	831.09
LAKE WORTH PARK	26,516.81
NAVAJO PARK	38.50
GRAND LAKE PARK	73.50
REYNOLDS PARK	0.00
RAYL PARK	2,230.69
TELEPHONE ROAD PARK	0.00
DAKOTA PARK	472.56
EQUIPMENT PURCHASE/IMPROVEMENTS	1,115.08
Total Expenditure	<u>38,895.44</u>

REVENUE OVER EXPENDITURES 99,481.34

CASH POSITION

CHECKING	10,493.13
INVESTMENTS	<u>405,107.77</u>
TOTAL CASH	415,600.90

CITY OF LAKE WORTH  
STREET MAINTENANCE  
May 2017

**Revenue**

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
Sales Tax	990,000.00	124,274.53	637,573.25	352,426.75	64%
Interest & Misc Income	4,750.00	1,300.12	36,335.20	-31,585.20	765%
Use of Prior Yr Rsrvs					
Total Revenue	994,750.00	125,574.65	673,908.45	320,841.55	68%

**Expenditures**

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Salaries	259,974.00	26,719.48	169,590.05	90,383.95	65%
Supplies	29,250.00	588.03	8,774.10	20,475.90	30%
Maintenance	414,629.00	2,438.97	66,465.85	348,163.15	16%
Services	11,739.00	37.48	8,031.66	3,707.34	68%
Equipment	34,350.00		164.08	34,185.92	0%
Transfers Out	112,244.00		56,122.00	56,122.00	50%
Total Expenditures	862,186.00	29,783.96	309,147.74	553,038.26	36%

CITY OF LAKE WORTH  
CCPD  
May 2017

**Revenue**

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
Sales Tax	983,477.00	122,247.44	628,016.41	355,460.59	64%
Interest & Misc Income	800.00	240.90	17,882.77	-17,082.77	2235%
Use of Prior Yr Rsrvs					
Total Revenue	984,277.00	122,488.34	645,899.18	338,377.82	66%

**Expenditures**

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Salaries	654,960.00	67,617.52	399,728.05	255,231.95	61%
Supplies	17,950.00	1,496.13	2,142.17	15,807.83	12%
Maintenance	34,175.00	948.80	19,996.62	14,178.38	59%
Services	64,243.00	3,155.13	47,413.90	16,829.10	74%
Equipment	28,120.00	50.27	4,769.36	23,350.64	17%
Transfers Out	171,314.00		85,658.00	85,656.00	50%
Total Expenditures	970,762.00	73,267.85	559,708.10	411,053.90	58%



## Lake Worth Regular City Council Meeting – June 13, 2017

### Agenda Item No. B.3

---

**From:** Stacey Almond, City Manager

**Item:** Approve a Master Intergovernmental Cooperative Purchasing Agreement with H-GAC (Houston-Galveston Area Council) and authorize the City Manager to execute same.

**Summary:**

H-GAC (Houston-Galveston Area Council) is a regional planning commission and political subdivision of the State of Texas, operating under Chapter 391, Texas Local Government Code. Pursuant to the Act, H-GAC is authorized to contract with municipalities to perform governmental functions and services, including the purchase of goods and services. H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act. To utilize this contract with must enter in to an Interlocal Agreement with H-GAC Buy.

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

**Fiscal Impact:**

N/A

**Attachments:**

1. H-GAC Interlocal Contract for Cooperative Purchasing

**Recommended Motion or Action:**

Approve a Master Intergovernmental Cooperative Purchasing Agreement with H-GAC (Houston-Galveston Area Council) and authorize the City Manager to execute same.



## INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC  
No.: \_\_\_\_\_  
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \* \_\_\_\_\_, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \* \_\_\_\_\_

### WITNESSETH

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \* \_\_\_\_\_ (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

#### **ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

#### **ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

#### **ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \* \_\_\_\_\_ and ends \* \_\_\_\_\_. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

#### **ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through [HGACBuy.com](http://HGACBuy.com) and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

\*  
\_\_\_\_\_  
Name of End User (*local government, agency, or non-profit corporation*)

\*  
\_\_\_\_\_  
Mailing Address

\*  
\_\_\_\_\_  
City State ZIP Code

\*By: \_\_\_\_\_  
Signature of chief elected or appointed official

\*  
\_\_\_\_\_  
Typed Name & Title of Signatory Date

***Houston-Galveston Area Council***  
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: \_\_\_\_\_  
Executive Director

Attest: \_\_\_\_\_  
Manager

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

*\*Denotes required fields*

**\*Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com) or by faxing it to **713-993-2424**. The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program**  
**P.O. Box 22777, Houston, TX 77227-2777**

Name of End User Agency: \_\_\_\_\_ County Name: \_\_\_\_\_  
(Municipality/County/District/etc.)

Mailing Address: \_\_\_\_\_  
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: ( ) \_\_\_\_\_ FAX Number: ( ) \_\_\_\_\_

Physical Address: \_\_\_\_\_  
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: \_\_\_\_\_

Official Contact: \_\_\_\_\_  
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: \_\_\_\_\_  
(Street Address/P.O. Box)

(City) (State) (ZIP Code)

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

Ph No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

Fx No. : ( ) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Authorized Official: \_\_\_\_\_  
(Mayor/City Manager/Executive Director/etc.)

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

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

Ph No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

Fx No. : ( ) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Official Contact: \_\_\_\_\_  
(Purchasing Agent/Auditor etc. )

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

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

Ph No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

Fx No. : ( ) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Official Contact: \_\_\_\_\_  
(Public Works Director/Police Chief etc.)

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

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

Ph No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

Fx No. : ( ) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Official Contact: \_\_\_\_\_  
(EMS Director/Fire Chief etc. )

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

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

Ph No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

Fx No. : ( ) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**\* denotes required fields**

## Lake Worth City Council Meeting – June 13, 2017

### Agenda Item No. B.4

---

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

**Item:** Approve Ordinance No. 1082, amending the FY 2016/2017 budgets for the General Fund and the Water/Sewer Fund.

**Summary:**

At the regular Council meeting on May 9, 2017, Council approved the initiation of a Water and Wastewater Master Plan prepared by Kimley-Horn & Associates in an amount not to exceed \$40,000. Council was informed that the staff recommendation for funding the study was to increase the contribution from General Fund to the Water/Sewer Fund.

**Fiscal Impact:**

1. General Fund – Increase in Contributions to the Water/Sewer Fund (\$40,000)
2. Water/Sewer Fund – Increase in Transfers In from General Fund (\$40,000)
  - Increase in Water System Master Plan (\$20,000)
  - Increase in Sewer System Master Plan (\$20,000)

**Attachments:**

1. Ordinance No. 1082, amending FY 2016/2017 Budgets for General Fund and Water/Sewer Fund

**Recommended Motion or Action:**

Approve Ordinance No. 1082, amending the FY 2016/2017 budgets for the General Fund and the Water/Sewer Fund.

## ORDINANCE NO. 1082

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

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

**WHEREAS**, the City Council has determined that the budgeted expenses for the General Fund and Water/Sewer Fund require amendment to reflect costs for the preparation of a Water System Master Plan and a Sewer System Master Plan; and

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

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

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

**SECTION 1:** The original General Fund and Water/Sewer Fund operating budgets for FY 2016/2017 for the City of Lake Worth, Texas are hereby amended as follows:

**ADD:**

**\$40,000 to the General Fund Expenses**

#100-0950-505-000	Transfers Out-Other Funds	\$40,000
-------------------	---------------------------	----------

**\$40,000 to the Water/Sewer Fund Revenues**

#200-4904-000-000	Transfers In-Other Funds	\$40,000
-------------------	--------------------------	----------

**\$40,000 to the Water/Sewer Fund Expenses**

#200-0570-710-000	Water System Master Plan	\$20,000
#200-0570-720-000	Sewer System Master Plan	\$20,000

Reason (pursuant Section 5.01(e) of the City Charter, as amended):  
At the May 9, 2017 City Council meeting, Council approved the initiation of Water and Wastewater Master Plans to be prepared by Kimley-Horn & Associates at a cost not to exceed \$40,000 (\$20,000 each).

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

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

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

**PASSED AND APPROVED** on this the 13<sup>th</sup> day of June, 2017.

**CITY OF LAKE WORTH**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Debbie Whitley, Assistant City Manager /  
Finance Director

## Lake Worth City Council Meeting – June 13, 2017

### Agenda Item No. B.5

---

**From:** Natacha Valdez, Municipal Court Director

**Item:** Approve Ordinance No. 1086, reappointment of William “Bill” Lane as the Municipal Court Judge of Record.

**Summary:**

Pursuant to Section 8.06 of the City Charter, the judge of 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 the 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.

William “Bill” Lane was appointed as Judge of the Municipal Court of Record on February 1, 2002. Judge Lane has indicated his willingness and interest in serving in this role for another two-year term. Judge Lane’s current appointment expired on April 30, 2017. Staff recommends reappointment for an additional two-year term at the same rate of pay per month beginning on May 1, 2017 and expiring on April 30, 2019.

**Fiscal Impact:**

1. \$12,000 annually

**Attachments:**

1. Ordinance No. 1086

**Recommended Motion or Action:**

Approve Ordinance No. 1086, reappointment of Judge William “Bill” Lane for an additional two-year term at the current rate of pay.



## **ORDINANCE NO. 1086**

**AN ORDINANCE OF THE LAKE WORTH, TEXAS APPOINTING THE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE CITY OF LAKE WORTH AND PROVIDING FOR COMPENSATION; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council has created a municipal court of record pursuant to Chapter 30 of the Texas Government Code; and

**WHEREAS**, Chapter 30, Subchapter A, of the Texas Government Code relating to municipal courts of record provides that the judge of the municipal court of record shall be appointed by the City Council by ordinance; and

**WHEREAS**, the workload of the Lake Worth Municipal Court is not large enough to support a full-time Municipal Court Judge; and

**WHEREAS**, it is of great benefit to the City of Lake Worth to have an experienced municipal court judge sit on the bench of the municipal court of the City of Lake Worth; and

**WHEREAS**, Section 574.001, Texas Government Code requires that a finding be made by the governing body to the effect that a person who serves as an officer in more than one appointed position has satisfied Article XVI, Section 40, of the Texas Constitution; and

**WHEREAS**, there is no conflict between the office of municipal judge of the City of Lake Worth and the office of municipal court judge in any other municipality of the State of Texas.

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

### **SECTION 1.**

It is hereby found that the office of municipal court judge of the City of Lake Worth is benefit to the State of Texas and to the City of Lake Worth and that there is no conflict between the office of municipal judge of Lake Worth and the office of municipal judge in any other city.

## **SECTION 2.**

William "Bill" Lane is hereby appointed as the Municipal Judge of the municipal court of record in the City of Lake Worth, Texas for a two-year term beginning May 1, 2017 and expiring on April 30, 2019. At the expiration of said term, in accordance with Article 16, Section 17 of the Texas Constitution, Judge Lane shall continue to serve until his successor shall be duly qualified.

## **SECTION 3.**

The City Manager is directed to make a record of any compensation William "Bill" Lane is to receive from holding the office of municipal judge of the City of Lake Worth including salary, and any bonus of per diem payments.

## **SECTION 4.**

This ordinance shall be cumulative of all provisions of ordinances and of the Revised Code of Ordinances of the City of Lake Worth, Texas (2004), as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

## **SECTION 5.**

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

## **SECTION 6.**

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

**PASSED AND APPROVED** on this 13th day of June, 2017.

**CITY OF LAKE WORTH**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Natacha Valdez, Municipal Court Director

## Lake Worth Regular City Council Meeting – June 13, 2017

### Agenda Item No. B.6

---

**From:** Stacey Almond, City Manager

**Item:** Approve the Crime Control and Prevention District Rules and Procedures.

**Summary:**

Attached are the Rules and Procedures (Bylaws) for the Crime Control and Prevention District (CCPD), pursuant to Chapter 363 of the Texas Local Government Code. These Rules and Procedures provide an operational framework for the District. They specify that the administration of the district, subject to the paramount authority of the Board of Directors, will be in the same manner and control as the other municipal operations of the City. The Rules and Procedures specifically address the following:

1. Purpose and Powers of the District
2. District Board of Directors
3. Officers of the District
4. District Finances

Prior to the June 13, 2017 City Council Meeting, the CCPD is to meet and consider these Rules and Procedures. If approved by the Board, City Council will need to approve the Rules and Procedures for the District. The Rules and Procedures become effective upon final approval of the City Council.

**Fiscal Impact:**

N/A

**Attachments:**

1. Rules and Procedure

**Recommended Motion or Action:**

Approve the Rules and Procedure for the Crime Control and Prevention District Board.

**RULES AND PROCEDURES OF  
CITY OF LAKE WORTH  
CRIME CONTROL AND PREVENTION DISTRICT**

**ARTICLE I**

**PURPOSE, POWERS**

- Section 1. Purpose. The Crime Control and Prevention District (the "District") of the City of Lake Worth (the "City") is established for the purposes set forth in the Crime Control and Prevention District Act (the "Act"), Chapter 363 of the Texas Local Government Code.
- Section2. Powers. In the fulfillment of its purpose, the District shall be governed by the Act, and shall have all the powers set forth and conferred in the Act, and in other applicable law, subject to the limitations prescribed therein and herein.

**ARTICLE II**

**BOARD OF DIRECTORS**

- Section 1. Powers. Number and Term of Office.
- (a) A Board of Directors (the "Board") shall exercise oversight and establish the policies of the District, subject to the restrictions imposed by the Act and by these Rules and Procedures.
  - (b) As provided by Section 363.1015, Texas Local Government Code, the Board of Directors shall be the City Council members of the City of Lake Worth (the "City Council"), and the term of such directors shall run concurrently with that of such council members.
  - (c) Before assuming the duties of the office, each director or officer must execute a bond for a minimum of \$5,000.00 payable to the District, conditioned on the faithful performance of the person's duties as director or officer.
    - (1) The bond shall be kept in the permanent records of the District.
    - (2) The Board may pay for the Bonds of the directors or officers with District funds.
- Section 2. Administration. All activities and operations of the District, subject to the paramount authority and policy direction of the Board, including but not limited to staffing, facilities, equipment, programs and services shall be

administered and managed solely by the City and be subject to all Rules and Procedures and procedures of the City under the general supervision and management of the City Manager of the City of Lake Worth (the "City Manager").

Section 3. Notice of Meetings.

- (a) Regular meetings shall be held at such times and places as shall be designated by the Board. Special meetings of the Board shall be held whenever called by the president or by a majority of the directors.
- (b) The secretary shall give notice to each director of each special meeting in person or by e-mail, telephone or electronic facsimile, at least seventy-two (72) hours prior to the meeting and two (2) hours prior to an emergency meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the District may be considered and acted upon at a special meeting. At any meeting at which every director shall be present, even though without any notice, any matter pertaining to the purpose of the District may be considered and acted upon consistent with applicable law.
- (c) Whenever any notice is required to be given to the Board, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address as it appears on the books of the District, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting, unless required by the Board. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 4. Open Meetings Act. All meetings and deliberations of the Board shall be called, convened, held and conducted, and notice shall be given to the public in accordance with the Texas Open Meetings Act. Article 6252-17, Vernon's Ann. Civil Statutes, as amended.

Section 5. Quorum. A majority of the directors shall constitute a quorum for the conduct of the official business of the District.

Section 6. Voting Requirement. A concurrence of a majority of the members of the Board is necessary in matters relating to the business of the District. A two-thirds majority vote of the Board is required to reject any

application for funding available under the Act.

Section 7. Conduct of Business.

- (a) At the meetings of the Board, matters pertaining to the business of the District shall be considered in accordance with Rules and Procedures of procedure as from time to time prescribed by the Board.
- (b) At all meetings of the Board, the president of the board shall preside.
- (c) The secretary of the District shall act as secretary of all meetings of the Board, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 8. Committees of the Board. The Board may designate two (2) or more directors to constitute an official committee of the Board to exercise such authority of the Board. It is provided, however, that all final, official actions of the District may be exercised only by the Board. Each committee so designated shall keep regular minutes of the transactions of its meeting and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the District.

Section 9. Compensation of Directors. Directors shall not receive any salary or compensation for their services as directors. However, they shall be reimbursed for their actual expenses incurred in the performance of their official duties as directors.

Section 10. City Liaison. The City Manager shall be the primary representative of the City in all Board meetings. All Board directives to the City, whether at an official meeting of the Board or in some other forum, shall be made to the City Manager.

### **ARTICLE III**

#### **OFFICERS**

Section 1. Titles and Term of office.

- (a) The officers of the District shall be a president and a vice president, who shall be elected from the Board. The president of the Board shall preside at all Board meetings. The vice president shall preside in the president's absence. The president shall be the Mayor of the City and the vice president shall be the Mayor Pro Tern. Other officers shall include a chief operating officer, a secretary, a treasurer, and such other officers as the Board may from time to time elect or appoint.

- (b) A vacancy in the officer of any officer other than the president or vice president shall be filled by a vote of a majority of the Board.

- Section2. Powers and Duties of the Chief Operating Officer. The chief operating officer of the District, subject to the paramount authority of the Board, shall be in general charge of the properties and affairs of the District, and execute all service contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in the name of the District and subject to the Rules and Procedures and procedures of the City. The City Manager shall be the chief operating officer of the District.
- Section 3. Treasurer. The treasurer shall have the responsibility to see to the handling, custody, and security of all funds and securities of the District in accordance with the Act, these Rules and Procedures, and the general rules and procedures of the City. When necessary or proper, the treasurer may endorse and sign, on behalf of the District, for collection or issuance, checks, notes and other obligations in or drawn upon such bank, banks or depositories as consistent with the Act and these Rules and Procedures. The treasurer shall see to the entry in the books of the District full and accurate accounts of all moneys received and paid out on account of the District. The treasurer shall, at the expense of the District, give such bond for the faithful discharge of his duties in such form and amount as the Board or the City Council may require. The Director of Finance of the City shall be the treasurer.
- Section 4. Secretary. The secretary shall keep the minutes of all meetings of the Board in books provided for that purpose, shall give and serve all notices, may sign with the chief operating officer in the name of the District, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the District, shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the District during business hours, and shall in general perform all duties incident to the office of secretary subject to the control of the Board. The City Secretary shall be the secretary.
- Section 5. Assistants, Legal Counsel. Any assistant treasurer and any assistant secretaries may, at the option of the Board, be employees of the City and the legal counsel shall be the attorney for the City.
- Section6. Compensation. Officers who are members of the Board shall not



receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their official duties as officers.

## **ARTICLE IV**

### **DISTRICT FINANCES**

Section 1. Fiscal Year. The District shall operate on an annual fiscal year beginning October 1st and ending September 30th of the following year.

Section 2. Annual District Budget. Prior to the commencement of each fiscal year of the District, the Board shall adopt a proposed budget of expected revenues and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council. The budget shall not be effective until the same has been approved by the City Council. The City Manager shall manage, administer, and present the proposed budget in the same manner and control as the other budgets of the City and in accordance with the Act.

- (a) Public Hearing. The Board shall hold a public hearing on the proposed annual budget. Any resident of the District is entitled to be present and participate at the hearing.
- (b) Notice of Public Hearing. The Board shall publish notice of the public hearing in a newspaper of general circulation in the District not later than the tenth (10th) day before the date of the hearing.
- (c) Inspection of Proposed Budget. The proposed budget shall be made available for public inspection at least ten (10) days prior to public hearing.
- (d) Adoption of Budget. After the public hearing, the Board may adopt the budget or make any changes in the proposed budget that in its judgment, is in the best interest of the District and the taxpayers.
- (e) City Council Approval. The Board shall submit the budget to the Lake Worth City Council for consideration. The City Council shall hold a public hearing on the proposed budget not later than the 45th day before the beginning of the fiscal year and shall publish notice of said hearing in a newspaper with general circulation in the District not later than the tenth (10th) day before the date of the hearing. Any resident of the District is entitled to be present and participate at the City Council hearing. Not later than the 30th day before the beginning of

the fiscal year. The City Council shall approve or reject the budget, but may not amend it. If the City rejects the budget, the City Council and the Board shall meet together and approve the budget before the beginning of the fiscal year.

- (f) The budget may be amended after the beginning of the fiscal year upon approval of the Board and the City Council.

### Section 3. Books, Records, Audits.

- (a) The District shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.
- (b) The books, records, accounts and financial statements of the District will be maintained for the District by the accountants, staff and personnel of the Department of Finance of the City.
- (c) The Crime Control and Prevention District shall cause its books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent, auditing and accounting firm at the expense of the District.

Section 4. Management and Investment of District Funds. All District funds, subject to the paramount authority of the Board, shall be deposited, secured and/or invested in the manner provided for the deposit, security and/or investment of the public funds of the City. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the Department of Finance of the City.

Section 5. District Expenditures. All District expenditures shall be subject to the Rules and Procedures and regulations of the City, and the City Purchasing Agent shall serve as purchasing agent in all District matters.

Section 6. Annual Strategic Plan and Evaluation Study. The Chief Operating Officer shall produce and submit an annual strategic plan to the Board. The Chief Operating Officer shall also conduct an annual evaluation study for the Board to assess the impact, efficiency and effectiveness of new or expended programs.

## **ARTICLE V**

### **EFFECTIVE DATE, AMENDMENTS**

Section 1. Effective Date. These Rules and Procedures shall become effective

upon the occurrence of the following:

- (1) The approval of these Rules and Procedures by the City Council; and
- (2) The adoption of these Rules and Procedures by the Board.

Section2. Future Amendments to the Rules and Procedures. The Rules and Procedures may only be amended by a majority vote of the Board.

PASSED AND APPROVED BY THE CITY COUNCIL ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF LAKE WORTH**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

## Lake Worth Regular City Council Meeting – June 13, 2017

### Agenda Item No. B.7

---

**From:** Steve Carpenter, Acting Chief of Police

**Item:** Approve the purchase of a 2017 Chevrolet truck in an amount not to exceed \$37,800.

**Summary:**

Our current fleet of vehicles assigned for administrative and utility use are old patrol vehicles that have been taken out of service and/or have been confiscated. The vehicles are unreliable, unmarked and painted a variety of colors which presents an unprofessional appearance.

The new vehicle would be marked to match the current fleet of patrol vehicles and equipped with emergency lighting. The vehicle would be used by the administrative staff to attend training and inter-agency meetings while also serving as a utility vehicle for deploying the hy-watch and speed trailers. Additionally, the vehicle will be used to transport donations for various special events that are sponsored by the City of Lake Worth.

The requested vehicle is estimated to cost \$37,800. Although the FYE 2017 budget did not include this item, a mid-year budget review indicated that it can be added without increasing total budgeted expenses. Currently, budgeted expenses are \$970,642. With the addition of the vehicle to the mid-year estimated expenses, the total estimated expenses would be \$964,743.

**Fiscal Impact:**

Chevy Silverado - \$32,126

Emergency Equipment/Lights/etc. - \$4,938

Graphics - \$495

Total - \$37,560 (requested budget \$300 higher for misc. only if necessary)

**Attachments:**

1. Vehicle Description form and image

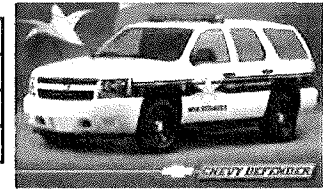
**Recommended Motion or Action:**

Approve the purchase of a 2017 Chevrolet truck in an amount not to exceed \$37,800.



# DEFENDER SUPPLY

Date	5/31/2017
Estimate	Ramon Goheen
By	ramon@defendersupply.com
	(817) 946-7946



Bill To
Lake Worth Police Department Lt. Sammy Garcia 3805 Adam Grubb Drive Lake Worth TX 76135

Customer Contact	Lt. Benningfield
Customer Phone	817-237-1224 ext. ...
Customer E-mail	sgarcia@lakewortht...
Estimate #	18276

## 2017 Chevy SSV PU

Description	Location	Qty.	Cost	Vehicle and Em...
2017 Chevrolet Pick Up (Emergency Equipment Only)				
Go Industries law enforcement push bumper for the 2014-2015 Chevy Silverado		1	275.00	275.00
2 Whelen M4 Lightheads (1 Red, 1 Blue) Mounted on Push Bumper or Brush Guard w/Brackets		1	272.00	272.00
Whelen M4 LED Light - Red	Side of Push Bumper	1	120.00	120.00
Whelen M4 LED Light - Blue	Side of Push Bumper	1	120.00	120.00
Whelen Solid State Chevrolet Tahoe Headlight/Taillight Flasher		1	70.00	70.00
Whelen Inner Edge, Chevy Suburban, Silverado, Tahoe		1	700.00	700.00
Whelen ION Series LED, Red/Blue Split Head with Universal Clip Mounts	Grill Lights	2	105.00	210.00
Whelen ION (1) Red & (1) ION Blue Mounted on Rear License Plate Bracket at Rear License Plate		1	235.00	235.00
Whelen Series 295 Siren/Light Controller with PA		1	375.00	375.00
Whelen 100 Watt All Weather Heavy Duty Composite Siren Speaker		1	170.00	170.00
Whelen Behind the Grill Siren Speaker Bracket - Universal "L" Shape		1	30.00	30.00
Troy Products Wide Body 20" Truck Console for a Ford F-150 Chevrolet Silverado w/Bucket seats and Includes Floor Plate, Dual Cup Holder, Arm Rest & Mic Clip.		1	536.00	536.00
Defender Supply wiring harness, Top Hat Timer and Blue Sea power distribution block		1	365.00	365.00
Misc. Shop Supplies		1	100.00	100.00
Installation of Above Emergency Equipment		16	85.00	1,360.00
No Customer Supplied Parts				

Vehicle and Emergency Equipment Total

\$4,938.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking

Quantity Ordered

1

Total Vehicle Order Cost

\$4938.00

2017 SILVERADO 1500 2WD LT CREW

GENERAL MOTORS LLC

GBA BLACK

/V8G

HOU JET BLACK

RENAISSANCE CENTER

ORDER NO. VBZDT6/TRE

STOCK NO.

DETROIT

MI 48243-1114

VIN 3GC PCRE C5 HG362488

VEHICLE INVOICE 1AD35312130

\*\*\*\*\*2561\*\*\*\*\*13\*070218

MODEL & FACTORY OPTIONS

MSRP

INV AMT

RETAIL - STOCK

CC15543 SILVERADO 1500 2WD LT CRE 39130.00

36586.55

INVOICE 03/03/17

CGN SPRAY-ON BED LINER

495.00

450.45

SHIPPED 03/03/17

C5W GVW RATING - 7,000 LBS

N/C

N/C

EXP I/T 03/17/17

FE9 50-STATE EMISSIONS

N/C

N/C

INT COM 03/17/17

GU4 REAR AXLE 3.08 RATIO

N/C

N/C

PRC EFF 03/02/17

L83 ENGINE, 5.3L V8 ECOTEC3

1195.00

1087.45

KEYS XXXXX XXXXX

MYC TRANSMISSION, 6 SPD AUTOMATIC

N/C

N/C

WFP-F QTR OPT-1

PDA TEXAS EDITION

2275.00

2070.25

BANK: ALLY - 005

\* TRAILERING EQUIPMENT PKG INCL

CHG-TO 07-021

AUTO LOCKING REAR

DIFFERENTIAL

SHIP WT: 5143

\* PWR SEAT ADJUSTER, DRIVER

HP: 45.7

\* LED FRONT FOG LAMPS

GVWR: 7000

\* AIR CONDITIONING,

GAWR.FT: 3850

DUAL ZONE CLIMATE CONTROL

GAWR.RR: 3950

\* STEERING COLUMN,

EMPLOY: 40129.96

TILT & TELESCOPING

SUPPLR: 41739.75

\* REMOTE VEHICLE START

NTR: 1/2

\* REAR WINDOW DEFROSTER

DAN: TX18

\* POWER OUTLET, 110-VOLT AC

EMPINC: 2443.50

\* TEXAS EMBLEM

SUPINC: 833.71

PZX WHEELS, 18" BRIGHT-MACHINED

345.00

313.95

ALUMINUM

RBX 18" TIRES, ALL TERRAIN

200.00

182.00

RIA ALL-WEATHER FLOOR LINER

200.00

182.00

(DEALER INSTALLED)

SFE WHEEL LOCKS (DEALER INSTALLED)

60.00

54.60

1SZ TEXAS EDITION PACKAGE DISCOUNT

750.00-

682.50-

TOTAL MODEL & OPTIONS

43150.00

40244.75

ACT 237 40245.25

DESTINATION CHARGE

1295.00

1295.00

H/B 261 1294.50

DEALER IMR CONTRIBUTION

431.50

ADV 261

431.50

LMA GROUP CONTRIBUTION

647.25

EXP 65A

647.25

TOTAL

44445.00

42618.50

PAY 310 42618.50

MEMO: TOTAL LESS HOLDBACK AND

APPROX WHOLESALE FINANCE CREDIT

40737.05

\*\*\*\*\*

INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER  
REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO  
DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

\*\*\*\*\*

THIS MOTOR VEHICLE IS SUBJECT TO A SECURITY INTEREST HELD BY ALLY.

REMIT TO ALLY NO. 005

BRUCE LOWRIE CHEVROLET, INC.

VIN 3GCPCREC5HG362488

\$ 42618.50 INV 1AD35312130

DUE 03/17/17 DEALER 07-021

*Bruce Lowrie  
Chevy  
"Chip Jones"*

*Your Cost  
32,125.25*

2017 IMPALA 1LT SEDAN

GENERAL MOTORS LLC

GBA BLACK

/V6G

HOU JET BLACK

RENAISSANCE CENTER

ORDER NO. VBZN32/TRE STOCK NO.

DETROIT MI 48243-1114

VIN 2G1 105S 30 H9177215

VEHICLE INVOICE 1AD35996098

\*\*\*\*\*2633\*\*\*\*\*13\*07706S

MODEL & FACTORY OPTIONS	MSRP	INV AMT	RETAIL - STOCK
1GY69 IMPALA 1LT SEDAN	29765.00	28574.41	INVOICE 03/27/17
FE9 50-STATE EMISSIONS	N/C	N/C	SHIPPED 03/27/17
LEF ENGINE 3.6L, SIDI V6	1095.00	996.45	EXP I/T 04/09/17
M7W TRANSMISSION, 6-SPEED AUTOMATIC	N/C	N/C	INT COM 04/10/17
PCP CONVENIENCE PACKAGE:	1045.00	950.95	PRC EFF 03/27/17
* REMOTE VEHICLE START			KEYS XXXXX XXXXX
* INSIDE REARVIEW MIRROR, AUTO DIMMING			WFP-S QTR OPT-1
* REAR PARKING ASSIST			BANK: ALLY - 005
W/ CAMERA			CHG-TO 07-706
* UNIVERSAL HOME REMOTE			SHIP WT: 3679
* PREMIUM FLOOR MATS FR/RR			HP: 32.9
* TRUNK MAT			EMPLOY: 30375.94
VV4 4G LTE WI-FI(R) HOTSPOT WITH LIMITED DATA TRIAL AND MORE.	0.00	0.00	SUPPLR: 31596.81
(SUBJECT TO TERMS SEE ONSTAR.COM)			DAN: T2C
			EMPINC: 1830.90
			SUPINC: 610.03

V6  
your cost  
25,139<sup>00</sup>

TOTAL MODEL & OPTIONS	31905.00	30521.81	ACT 231	30439.66
DESTINATION CHARGE	875.00	875.00	H/B 261	957.15
DEALER IMR CONTRIBUTION		159.53	ADV 261	159.53
LMA GROUP CONTRIBUTION		478.58	EXP 65A	478.58

TOTAL 32780.00 32034.92 PAY 310 32034.92

MEMO: TOTAL LESS HOLDBACK AND

APPROX WHOLESALE FINANCE CREDIT 30631.29

\*\*\*\*\*  
INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER  
REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO  
DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.  
\*\*\*\*\*

THIS MOTOR VEHICLE IS SUBJECT TO A SECURITY INTEREST HELD BY ALLY.

REMIT TO ALLY NO. 005

VIN 2G1105S30H9177215

\$ 32034.92 INV 1AD35996098

DUE 04/10/17 DEALER 07-706

# LAKE WORTH POLICE 2017 CHEVY 1500 1500LT





## Lake Worth Regular City Council Meeting – June 13, 2017

### Agenda Item No. B.8

---

**From:** Stacey Almond, City Manager

**Item:** Approve Resolution No. 1023, approving the sale of real property acquired at a delinquent tax foreclosure sale located at 6837 Wallis Rd.

**Summary:**

The property located at 6837 Wallis Rd was acquired at a delinquent tax foreclosure sale. The property currently has outstanding taxes due along with property liens.

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

NET Lake Worth ISD - \$15,117.63

NET City of Lake Worth - \$3,782.11

NET Tarrant County - \$5,656.98

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

**Fiscal Impact:**

NET to the City of Lake Worth - \$3,782.11

**Attachments:**

1. Resolution No. 1023, approving the sale of real property
2. Resale Deed – 6837 Wallis Rd.
3. Resale Bid Sheet; and
4. Financial Impact overview

**Recommended Motion or Action:**

Approve Resolution No. 1023, approving the sale of real property acquired at a delinquent tax foreclosure sale located at 6837 Wallis Rd.

## **RESOLUTION NO. 1023**

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

**WHEREAS**, Lake Worth Independent School District, for itself and the use and benefit of itself and City of Lake Worth and Tarrant County, has acquired title to a certain tract of real estate at a Sheriff's sale held on the 4<sup>th</sup> day of October, 2016, in Cause No. 236-E24803-09, Tarrant County et al vs Carol Ludwick; and

The property is commonly known as: 6837  
Wallis Road, Lake Worth, Texas Lot 1,  
Block 2, C G Wallis Subdivision

**WHEREAS**, Section 34.05 (h), Texas Property Tax Code, authorizes the City of Lake Worth, by and through its governing body, to resell the property; and

**WHEREAS**, it is in the best interest of the City of Lake Worth and its taxpayers to return this property to a productive use;

**WHEREAS**, an offer has been made by FLOR DE MARIA CARCAMO, 685 Savanna Dr., Highland Village, TX 75077 to purchase the property for the sum of Ten Thousand, and No/100 Dollars (\$10,000.00); and

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

The City of Lake Worth is authorized to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to FLOR DE MARIA CARCAMO for the sum of \$10,000.00, as authorized by Section 34.05, Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by Section 34.06, Texas Property Tax Code. The Lake Worth City Council hereby authorizes the Mayor to sign the resale deed on behalf of the City of Lake Worth.

**PASSED AND APPROVED** on the 13th day of July, 2017.

**CITY OF LAKE WORTH**

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

**ATTEST:**

---

Monica Solko, City Secretary

**APPROVED AS TO FORM AND LEGALITY:**

---

Drew Larkin, City Attorney

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

TAX RESALE DEED

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TARRANT

That LAKE WORTH INDEPENDENT SCHOOL DISTRICT, CITY OF LAKE WORTH and TARRANT COUNTY, ET AL acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$10,000.00, cash in hand paid by

FLOR DE MARIA CARACAMO  
685 SAVANNA DRIVE  
HIGHLAND VILLIAGE, TX 75077

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Suit No. E24803-09, in the district court of said county, said property being located in Tarrant County, Texas, and described as follows:

LOT 1, BLOCK 2, OUT OF THE C.G. WALLIS SUBDIVISION, SITUATED IN THE CITY OF LAKE WORTH, TARRANT COUNTY, TEXAS AND LOCATED WITHIN THE LAKE WORTH INDEPENDENT SCHOOL DISTRICT, AND BEING FURTHER DESCRIBED IN VOLUME 5530, PAGE 776 OF THE TARRANT COUNTY DEED RECORDS.

ACCOUNT NUMBER: 03285456; ALSO KNOWN AS 6837 WALLIS ROAD, LAKE WORTH, TX 76135

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

All liens foreclosed by the judgment are discharged and extinguished by virtue of this conveyance. Post Judgment taxes and any prorated taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

This deed is given without any warranty of title. Grantors make no warranties, express or implied, regarding the above described property.

IN TESTIMONY WHEREOF CITY OF LAKE WORTH has caused these presents to be executed  
this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BY: \_\_\_\_\_

Walter Bowen  
Mayor  
City of Lake Worth

STATE OF TEXAS

X

COUNTY OF TARRANT

X

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2017, by Walter Bowen, Mayor of City of Lake Worth.

\_\_\_\_\_  
Printed Name:  
Notary Public, State of Texas  
My Commission Expires:

Account No: 03285456

Cause No. 236-E24803-09

**BIDDER'S INFORMATION SHEET FOR  
TAX FORECLOSED PROPERTY**

Property Address: 6837 Wallis Road  
Property Description: Lot 1, Block 2, C.G Wallis Subdivision  
BIDDER'S NAME: Flor De Maria Carcamo  
ADDRESS: 685 Savanna Dr.  
ADDRESS: Highland Village, TX 75077  
PHONE #: 972-221-9999  
EMAIL: fcarcamo@andromedas.net

Offer: \$ 10,000.00

Bidder's intended use of the property:

To fix and provide shelter for a family member

---

---

---

---

I am aware that in addition to the above noted offer, I will be responsible for the payment of all post-judgment taxes, penalties & interest in the amount of \$16,680.66. (If paid by February 2017)

Flor Carcamo  
Signature

# FINANCIAL IMPACT OF BID ACCEPTANCE

**BID FOR:** 6837 Wallis Road  
**PROP. NO.** 03285456  
**PROPOSED BID:** \$10,000.00  
**CAUSE NO:** 236-E24803-09

TAXES DUE JURISDICTIONS AT TIME OF JUDGMENT	RATIO
Lake Worth ISD \$31,452.32	64.88%
City of Lake Worth \$5,776.51	11.92%
Tarrant County \$11,248.15	23.20%

Total Taxes Due \$48,476.98	100.00%
-----------------------------	---------

Bid Amount:	\$10,000.00
Less:	
Health & Safety Liens	(\$286.94)
Publication Fees	\$0.00
Ad Litem Fees	\$0.00
Court Costs due District Clerk	(\$1,837.00)
Sheriff Levy/Execution	\$0.00
Misc. Fees due PBFCM	\$0.00
Sheriffs Deed Fee	\$0.00

Amount left to apply to taxes	\$7,876.06
Lake Worth ISD	\$5,110.06
City of Lake Worth	\$938.51
Tarrant County	\$1,827.49

Post Judgment taxes 2011-2016 to be paid by purchaser

Lake Worth ISD	\$10,007.57
City of Lake Worth	\$2,843.60
Tarrant County	\$3,829.49

<b>NET TO Lake Worth ISD</b>	<b>\$15,117.63</b>
<b>NET TO City of Lake Worth</b>	<b>\$3,782.11</b>
<b>NET TO Tarrant County</b>	<b>\$5,656.98</b>

Appraised Value on date of Judgment: \$59,100.00  
 Current Appraised Value: \$81,127.00

## Lake Worth Regular City Council Meeting – June 13, 2017

### Agenda Item No. C.1

---

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

**Item:** Continued public hearing to consider Planning & Zoning Case No. PS17-02, a request by Francisco Ruben Martinez & Ariadna Salas for a replat of Block 32, Lots 1-4 & 9-12, Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas to Block 32, Lot 1R1, 1R2, 2R1, 2R2, 3R, 4R1, 4R2, 9R1, 9R2, 10R, 11R1, 11R2, 12R1, and 12R2, Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas. [CONTINUED FROM THE MAY 9, 2017 CITY COUNCIL MEETING. THE CASE HAS BEEN WITHDRAWN BY THE APPLICANT.].

**Property Description:**

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

**Property Owner(s):**

Francisco Ruben Martinez and Ariadna Salas

**Engineer/Surveyor:**

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

**Current Zoning:**

"SF-1" - Single Family Residential

**Proposed Use:**

"SF-1" - Single Family Residential

**Existing Road:**

Shawnee Trail, Apache Trail, and Caddo Trail

**Surrounding Zoning:**

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

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

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

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

**Summary:**

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



**Agenda Item No. C.1**

---

The City's minimum lot width is sixty foot (60') wide and being at least five thousand (5,000) square foot in area. All Mr. Martinez's lots meet or exceed that requirement, with his smallest lot being 60' x 181.99', for 10,920.1 square feet.

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

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

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

The Planning & Zoning Commission moved to continue the public hearing at the April 18, 2017 regular meeting until the May 16, 2017 meeting so that additional information could be obtained from the applicant. The Council then moved to continue the public hearing at the May 9, 2017 regular meeting until the June 13, 2017 meeting since there was no recommendation from the Planning & Zoning Commission at this time.

On May 11, 2017, Mr. Martinez submitted a letter withdrawing his application.

At the May 16, 2017 Planning & Zoning meeting no action was taken by the Commission since the application had been withdrawn.

**Public Input:**

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

1. In favor – 1 property owner in favor
2. In opposition – 5 property owner(s), opposed to the request due to preferring larger lot sizes, less number of lots, and feels it would create increased traffic in the area.

**Fiscal Impact:**

N/A

Agenda Item No. C.1

---

**Attachments:**

1. Application Withdrawal Letter

**Recommended Motion or Action:**

Staff forwards this application to the City Council with a recommendation to close the public hearing with no action on the case, as the applicant has withdrawn his application at this time.

May 11, 2017

City of Lake Worth  
Planning & Zoning Department  
Suzanne Meason  
3805 Adam Grubb  
Lake Worth, Texas 76135

Ref: Application Withdrawal

Dear Ms. Meason;

I, Francisco Ruben Martinez wish to withdraw my current development application for the replat of Block 32, Lots 1-4 and 9-12, Indian Oaks Subdivision (Planning & Zoning Case #PS17-02) at this time. Please accept this letter as my formal request to withdraw the application.

I will reapply at a later date, once all engineering plans have been completed and are ready for submittal.

Should you have any questions please feel free to contact me at 817-422-4006.

Sincerely,

A handwritten signature in black ink, appearing to read 'Francisco', with a stylized flourish extending to the right.

Francisco Ruben Martinez

## Lake Worth Regular City Council Meeting – June 13, 2017

### Agenda Item No. C.2

---

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

**Item:** Public Hearing to consider Planning & Zoning Case No. PZ17-01, an Ordinance amending Ordinance No. 500, the Comprehensive Zoning Ordinance of the City of Lake Worth, so as to change the zoning designation of an approximately 0.399 acre lot of land, legally known as Block 1, Lot 1, Circle A Addition, Lake Worth, Tarrant County, Texas, being that all of the certain called 0.399 acre lot of land recorded in the deed records of Tarrant County, Texas, from a zoning designation of “PC” – Planned Commercial for the use of an Office and a Warehouse Facility for Electrical Contracting to a zoning designation of “PC” – Planned Commercial for the use of a Retail Garden Center, along with a development plan and site plan approval and by amending the Official Zoning Map and the Future Land Use Map of the Comprehensive Land Use Plan to reflect such change. The property to be considered for re-zoning is generally described as a 0.399 lot of land located 3605 Roberts Cut Off Road, Lake Worth, Texas – Ordinance No. 1082

**Property Description:**

.339 acres of property, located at 3605 Roberts Cut Off Road

**Property Owner(s):**

Gordon P & Laura Sharratt

**Applicant:**

Chris Smith - House of Flowers

**Engineer/Surveyor:**

N/A

**Current Zoning:**

“PC” - Planned Commercial for the use of an Office and a Warehouse Facility for Electrical Contracting

**Proposed Use:**

“PC” - Planned Commercial for the use of a Retail Garden Center

**Existing Road(s):**

Roberts Cut Off Road and Azle Avenue

**Surrounding Zoning:**

North: The property to the north is currently zoned “MPD” – Mixed Planned Development.

South: The property to the south is currently zoned “PC” - Planned Commercial.

Agenda Item No. C.2

---

East: The property to the east is currently zoned “PC” - Planned Commercial.

West: The property to the west is currently zoned “SF-1” – Single Family Residential.

**Summary:**

Mr. Smith has the above mentioned property under lease from Mr. Sharratt the property owner and would like to operate a Retail Garden Center from the property.

The existing log cabin structure will be used as a retail facility for garden type inventory (such as plants/flowers/soil/mulch/yard decorations/gardening tools/seasonal items: pumpkins & Christmas trees) with outside sales/display areas (as denoted on the attached plan).

On May 23, 2017 the case was heard by the Planning & Zoning Commission and was recommended for approval.

**Public Input:**

On May 11, 2017, as required by State law, the City mailed out six (6) letters of Notification for a Public Hearing to all property owners within two hundred (200) feet of the subject site. Notice was also published in the City’s paper of record, the Fort Worth Star Telegram on May 5, 2017. We have received the following in favor/opposition to the request:

1. For – none
2. Against - none

**Fiscal Impact:**

N/A

**Attachments:**

1. Ordinance No. 1082
2. Site Plan Application
3. Development Plan
4. Site Plan
5. Vicinity Map
6. Public Hearing Notice
7. Public Hearing Notifications (within 200’ of subject property)

**Recommended Motion or Action:**

Move to approve Ordinance No. 1082, Planning & Zoning Case No. PZ17-01 as presented.

## ORDINANCE NO. 1083

AN ORDINANCE AMENDING ORDINANCE NO. 500, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF LAKE WORTH, AS AMENDED, BY CHANGING THE ZONING DESIGNATION OF APPROXIMATELY 0.399 ACRES, BEING GENERALLY DESCRIBED AS A 0.399 ACRE TRACT OF LAND BEING ALL THAT CERTAIN LOT, BLOCK 1, LOT 1, CIRCLE A ADDITION, LOCATED IN THE CITY OF LAKE WORTH, TARRANT COUNTY, TEXAS, FROM A ZONING DESIGNATION OF "PC" PLANNED COMMERCIAL FOR THE USE OF AN OFFICE AND A WAREHOUSE FACILITY FOR ELECTRICAL CONTRACTING, TO A ZONING DESIGNATION OF "PC" – PLANNED COMMERCIAL FOR THE USE OF A RETAIL GARDEN CENTER, ALONG WITH A DEVELOPMENT PLAN "EXHIBIT A" AND SITE PLAN APPROVAL "EXHIBIT B", AND BY AMENDING THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; AND BY FURTHER AMENDING THE FUTURE LAND USE MAP OF THE CITY OF LAKE WORTH TO REFLECT A CHANGE IN ZONING FOR THE 0.399 ACRE TRACT DESCRIBED HEREIN FROM "COMMERCIAL", TO A ZONING DESIGNATION OF "COMMERCIAL"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND NAMING AN EFFECTIVE DATE.

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

**WHEREAS**, pursuant to Chapter 211 of the Local Government Code, the City has adopted a comprehensive zoning ordinance and map regulating the location and use of buildings, other structures and land for business, industrial, residential or other purposes, and providing for a method to amend said ordinance and map for promoting the public health, safety, morals and general welfare; and

**WHEREAS**, the owner of a 0.399 acre tract of land located in Lake Worth, Texas, has initiated an application on the hereinafter described property to re-zone same; and

**WHEREAS**, a public hearing was duly held by the Planning and Zoning Commission of the City of Lake Worth on the May 23, 2017, and by the City Council of the City of Lake Worth on the June 13, 2017, with respect to the zoning described herein; and

**WHEREAS**, all requirements of law dealing with notice to other property owners, publication and all procedural requirements have been complied with in accordance with Chapter 211 of the Local Government Code; and

**WHEREAS**, the City Council of the City of Lake Worth, Texas, does hereby deem it advisable and in the public interest to amend Ordinance No. 500, as amended, and to amend the Official Zoning Map of the City, and to also amend the Future Land Use Map of the Lake Worth Comprehensive Plan, as described herein.

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

## **SECTION 1.**

### **INCORPORATION OF PREMISES**

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

## **SECTION 2.**

### **ORDINANCE 500 AMENDED**

Ordinance No. 500, as amended, is hereby amended by approving a change to the zoning designation from “PC” – Planned Commercial for the use of an Office and a Warehouse Facility for Electrical Contracting to “PC” – Planned Commercial for the use of a Retail Garden Center, along with a development plan and site plan approval and by amending the Official Zoning Map and the Future Land Use Map of the Comprehensive Land Use Plan to reflect such change for the property hereinafter described below:

#### Zoning Case No. PZ17-01

Owner: Gordon P & Laura Sharratt  
9100 Benview Court  
Fort Worth, Texas 76126

Applicant: Chris Smith  
House of Flowers  
3605 Roberts Cut Off Road  
Lake Worth, Texas 76114

Legal Description: Block 1, Lot 1, Circle A Addition, Lake Worth,  
Tarrant County, Texas

Property Address: 3605 Roberts Cut Off Road

Property Zoning: PC-Planned Commercial

Permitted use: The use and operation of a Retail Garden Center, as more particularly shown on the Development Plan attached hereto as Exhibit "A" and Site Plan attached hereto as Exhibit "B".

### **SECTION 3.**

#### **COMPLIANCE WITH DEVELOPMENT PLAN, SITE PLAN AND ORDINANCES**

The use and development of the property shall be subject to all terms and conditions set forth in the Development Plan attached hereto as Exhibit "A" and the Site Plan attached hereto as Exhibit "B" in addition to all applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances of the City of Lake Worth, Texas.

### **SECTION 4.**

#### **OFFICIAL ZONING MAP AMENDED**

The City Secretary is hereby directed to amend the Official Zoning Map to reflect the changes in classification approved herein.

### **SECTION 5.**

#### **FUTURE LAND USE MAP OF LAKE WORTH COMPREHENSIVE PLAN AMENDED**

The City Secretary is hereby directed to amend the Future Land Use Map to reflect the changes in classification approved herein from Commercial to Commercial.

### **SECTION 6.**

#### **CUMULATIVE CLAUSE**

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



## **SECTION 7.**

### **PENALTY CLAUSE**

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

## **SECTION 8.**

### **SEVERABILITY**

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

## **SECTION 9.**

### **SAVINGS**

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

## **SECTION 10.**

### **ENGROSSMENT AND ENROLLMENT**

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

**SECTION 11.**

**PUBLICATION**

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

**SECTION 12.**

**EFFECTIVE DATE**

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

**PASSED AND APPROVED** on the 13th day of June, 2017.

**CITY OF LAKE WORTH**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

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



## LAND USE/DEVELOPMENT PLAN/SITE PLAN APPROVAL APPLICATION

### APPLICANT INFORMATION

Company Name: <u>House of Flowers</u>		Contact Person: <u>CHRIS</u>	
Address: <u>3605 Roberts Cut Off Rd</u>	City: <u>Lake Worth</u>	State: <u>TX</u>	Zip: <u>76114</u>
Phone: <u>817-617-1947</u>	Fax: <u>N/A</u>	Email: <u>N/A</u>	

### PROPERTY OWNER INFORMATION

Company Name: <u>Gordon P. + Laura S. Sharratt</u>		Contact Person: <u>Gordon P. Sharratt</u>	
Address: <u>9100 Ben View Ct</u>	City: <u>Ft Worth</u>	State: <u>TX</u>	Zip: <u>76126</u>
Phone: <u>817-233-6591</u>	Fax: <u>N/A</u>	Email: <u>N/A</u>	

### PROPERTY INFORMATION

Street Address of Property: <u>3605 Roberts Cut Off Rd Lake Worth TX 76114</u>			
Legal Description:	Block/Abstract: <u>Block 1</u>	Lot/Tract: <u>Lot 1</u>	Addition/Survey: <u>Circle A Addition, Lake Worth Tarrant</u>
Zoning: <u>PC</u>	Land Use:		
Any Ordinance Waivers/ Variance Requests? (provide letter of request(s)) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Easement Required? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

I understand that I must provide four (4) hard copies of the development, site plan & civil plans, a copy in electronic format (pdf, tif, etc.), the application, and the required fee (verify with P & Z Coordinator). I hereby certify that the information provided in this application is true and factual to the best of my knowledge. I further understand that the public hearing for this project will not be scheduled until the application fee has been paid and the plans have been reviewed and accepted by City staff to go before the P & Z Commission and the City Council for final approval.

Property Owner Signature: <u>Gordon Sharratt</u>	Date: <u>2/10/2017</u>
Printed Name: <u>Gordon P. Sharratt</u>	Title: <u>Property Owner</u>

OFFICE USE ONLY			
Fee: \$ <u>550.00</u>	Date Paid: <u>3.27.17</u>	Receipt #: <u>P17-0252</u>	
PZ #: <u>17-01</u>	Ownership Verified: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Taxes Paid: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Liens Paid: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
P & Z Meeting Date: <u>5.23.17</u>	City Council Meeting Date: <u>6.13.17</u>		
Ordinance #:	Site Plan Approved: <input type="checkbox"/> YES <input type="checkbox"/> NO	Date Approved: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Any Stipulations? (please attach description)

# PROJECT LOCATION

Jim Wright Fwy  
(Highway Loop 620)

Access Rd

EXISTING MONUMENT SIGN  
TO REMAIN, REPLACE PLACKARD

Azle Avenue

EXISTING SITE TO REMAIN

EXISTING SITE TO REMAIN

dumpster

3605 ROBERTS CUT-OFF ROAD

## Site Data

Zoning: PC-Planned Commercial

Use: Retail Garden Center (with outside sales/display area)

Lot Acres: 0.399

Building Area: 2,400 sq. ft.

Structure Height: 2 stories

Parking: 12 total  
(including 2 handicapped spaces)

= Garden Center =

plants  
pottery  
mulch & soil  
garden center supplies  
concrete decorations

pumpkins  
plants  
decorations

christmas trees  
plants + more  
decorations

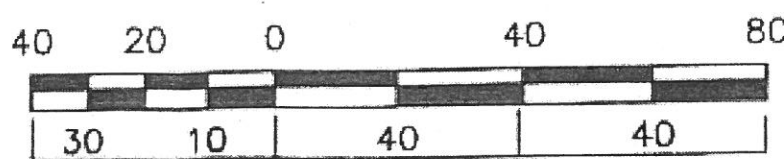
Rough idea to be sold  
at store =

PLAN  
NORTH



EXISTING SITE PLAN

1" = 40'



DEVELOPMENT PLAN

# PROJECT LOCATION

Jim wishy & Frum  
(Highway  
Loop 620)

Access  
Rd

EXISTING MONUMENT SIGN  
TO REMAIN, REPLACE PLACKARD

Aztec Avenue

EXISTING SITE TO REMAIN

EXISTING SITE TO REMAIN

dumpster

3605 ROBERTS CUT-OFF ROAD

= Garden Center =

plants  
pottery  
mulch & soil  
garden center supplies  
concrete decorations  
seasonal

pumpkins  
plants  
decorations  
Halloween

christmas trees  
plants & more  
decorations  
christmas

Rough idea to be sold  
At store =

## Site Data

Zoning: PC-Planned Commercial

Use: Retail Garden Center (with outside  
sales/display area)

Lot Acres: 0.399

Building Area: 2,400 sq. ft.

Structure Height: 2 stories

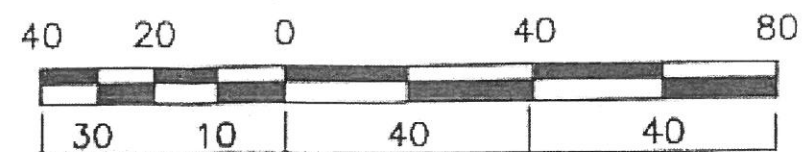
Parking: 12 total  
(including 2 handicapped spaces)

PLAN  
NORTH



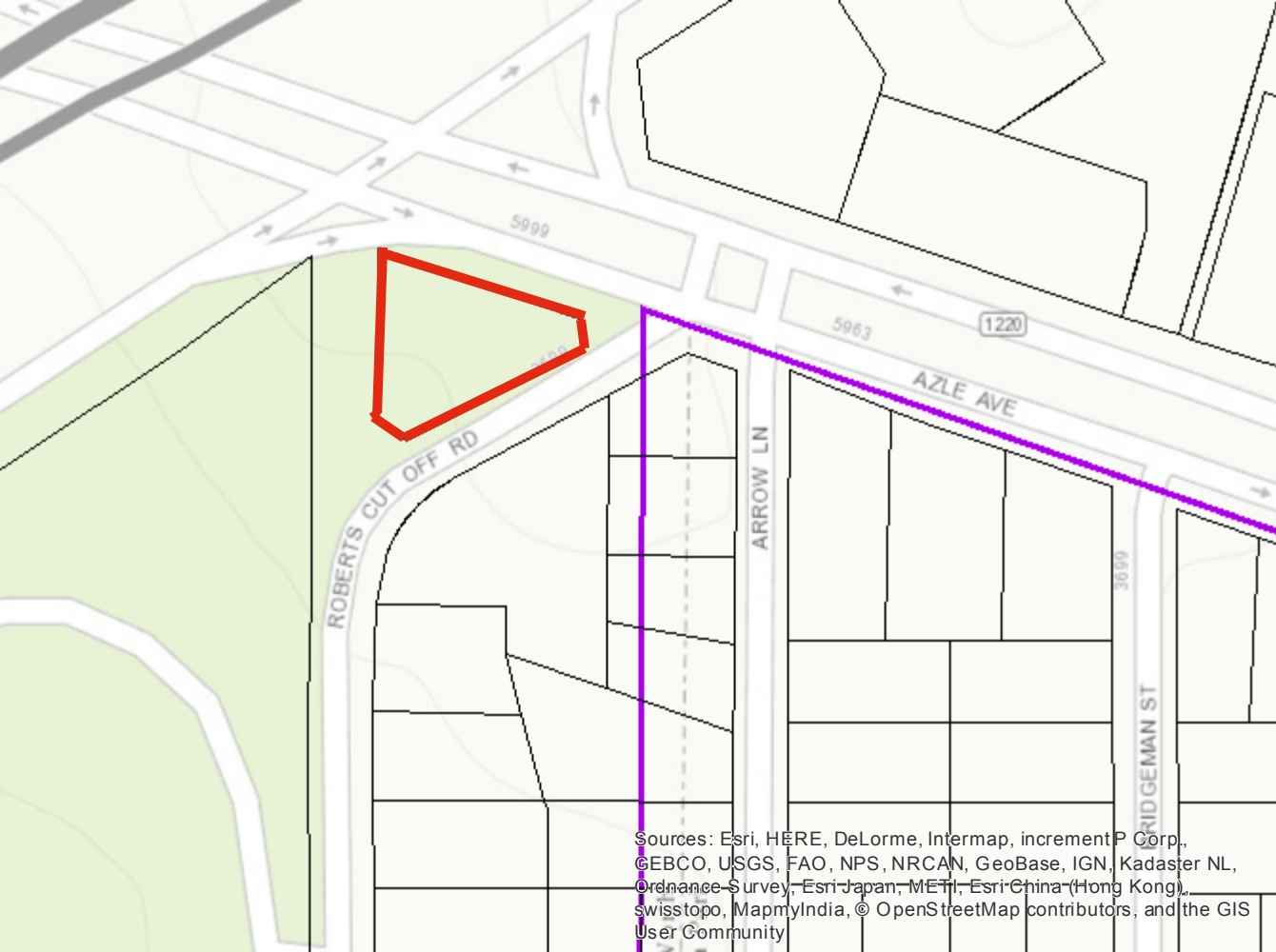
EXISTING SITE PLAN

1" = 40'



SITE PLAN





Sources: Esri, HERE, DeLorme, Intermap, increment P Corp.,  
GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL,  
Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong),  
swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS  
User Community

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

**ZONING DISTRICT CHANGE WITH LAND USE DESIGNATION/  
DEVELOPMENT PLAN & SITE PLAN APPROVAL**

The Planning and Zoning Commission of the City of Lake Worth, Texas, will conduct the first of two public hearings at **6:30 p.m. on Tuesday, May 23, 2017**, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider recommendations to the City Council regarding an Ordinance amending Ordinance No. 500, the Comprehensive Zoning Ordinance of the City of Lake Worth, so as to change the zoning designation of an approximately 0.399 acre lot of land, legally known as Block 1, Lot 1, Circle A Addition, Lake Worth, Tarrant County, Texas, being that all of the certain called 0.399 acre lot of land recorded in the deed records of Tarrant County, Texas, from a zoning designation of "PC" – Planned Commercial for the use of an Office and a Warehouse Facility for Electrical Contracting to a zoning designation of "PC" – Planned Commercial for the use of a Retail Garden Center, along with a development plan and site plan approval and by amending the Official Zoning Map and the Future Land Use Map of the Comprehensive Land Use Plan to reflect such change. The property to be considered for re-zoning is generally described as a 0.399 lot of land located 3605 Roberts Cut Off Road, Lake Worth, Texas. The City Council will conduct a second Public Hearing at **6:30 p.m. on Tuesday, June 13, 2017**, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider the proposed zoning change for the above listed property. All interested parties are encouraged to attend.

Gordon P. Sharratt  
Laura Sharratt  
9100 Benview Court  
Fort Worth, Texas 76126

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

Robert R. Heise  
Attn: San Pedro Blinds  
3620 Roberts Cut Off Road  
Fort Worth, Texas 76114

Arnold Hammett  
PO Box 79010  
Saginaw, Texas 76179

Victron Stores, LP  
PO Box 2599  
Waxaachie, Texas 75168

Chris Smith  
House of Flowers  
3605 Roberts Cut Off Road  
Lake Worth, Texas 76114



Agenda Item No. C.3

---

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

**Item:** Public Hearing to consider Planning & Zoning Case No. PZ17-02, an Ordinance amending Ordinance No. 500, the Comprehensive Zoning Ordinance of the City of Lake Worth, so as to change the zoning designation of an approximately 0.4178 acre lot of land, legally known as Block 30, Lot 16, Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas, being that all of the certain called 0.4178 acre lot of land recorded in the deed records of Tarrant County, Texas, from a zoning designation of “PC” – Planned Commercial for the use of Transmission Repair work and for storage of equipment and parts to a zoning designation change and land use of “PC” – Planned Commercial for the use of a Construction Company Office and Storage Yard zoning designation change and land use approval, along with a development plan and site plan approval, and by amending the Official Zoning Map and the Future Land Use Map of the Comprehensive Land Use Plan to reflect such change. The property to be considered for re-zoning is generally described as a 0.4178 lot of land located 2929 Caddo Trail, Lake Worth, Texas – Ordinance No. 1084.

**Property Description:**

0.4178 acres of property, located at 2929 Caddo Trail

**Property Owner(s):**

Francisco Ruben Martinez & Ariadna Salas

**Applicant:**

Francisco Ruben Martinez – Red River Concrete, LLC, 2924 Caddo Trail, Lake Worth, Texas 76135

**Engineer/Surveyor:**

Andrew Stephens – Stephens Land Surveying, Inc., PO Box 26951, Fort Worth, Texas 76126

**Current Zoning:**

“PC” - Planned Commercial for the use of Transmission Repair work and for storage of equipment and parts

**Proposed Use:**

“PC” - Planned Commercial for the use of a Construction Company Office and Storage Yard

**Existing Road(s):**

Caddo Trail

**Surrounding Zoning:**

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

Agenda Item No. C.3

---

South: The property to the south is currently zoned “SF-1” – Single Family Residential.

East: The property to the east is currently zoned “SF-1” – Single Family Residential.

West: The property to the west is currently zoned “PC” – Planned Commercial.

**Summary:**

Mr. Martinez purchased this property in February 2017 and would like to operate a Construction Company Office and Storage Yard from the property.

This is an existing metal structure which was a transmission repair shop. Mr. Martinez would use the property for his company’s office and to store his company’s work trucks and trailers at the property. No heavy equipment will be stored onsite.

The property currently has a six foot (6’) vinyl fence running along all sides of the property, with the exception of the front it is a six foot (6’) chain link fence with gate.

On May 23, 2017 the case was heard by the Planning & Zoning Commission and was recommended for approval.

**Public Input:**

On May 11, 2017, as required by State law, the City mailed out fifteen (15) letters of Notification for a Public Hearing to all property owners within two hundred (200) feet of the subject site. Notice was also published in the City’s paper of record, the Fort Worth Star Telegram on May 5, 2017. We have received the following in favor/opposition to the request:

1. One (1) form was received back FOR the case, no comments on the form.
2. One (1) form was received back AGAINST the case; comment on the form mentioned there was no reason for a change.

**Fiscal Impact:**

N/A

**Attachments:**

1. Ordinance No. 1084
2. Development Plan Exhibit A
3. Site Plan Exhibit B
4. Site Plan Application
5. Vicinity Map
6. Public Hearing Notice
7. Public Hearing Notifications (within 200’ of subject property)
8. Returned Public Comment Forms

Agenda Item No. C.3

---

**Recommended Motion or Action:**

Move to approve Ordinance No. 1084, Planning & Zoning Case No. PZ17-02 as presented.

## ORDINANCE NO. 1084

AN ORDINANCE AMENDING ORDINANCE NO. 500, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF LAKE WORTH, AS AMENDED, BY CHANGING THE ZONING DESIGNATION OF APPROXIMATELY 0.4178 ACRES, BEING GENERALLY DESCRIBED AS A 0.4178 ACRE TRACT OF LAND BEING ALL THAT CERTAIN LOT, BLOCK 30, LOT 16, INDIAN OAKS SUBDIVISION, LOCATED IN THE CITY OF LAKE WORTH, TARRANT COUNTY, TEXAS, FROM A ZONING DESIGNATION OF "PC" PLANNED COMMERCIAL FOR THE USE OF TRANSMISSION REPAIR WORK AND FOR STORAGE OF EQUIPMENT AND PARTS, TO A ZONING DESIGNATION OF "PC" – PLANNED COMMERCIAL FOR THE USE OF A CONSTRUCTION COMPANY OFFICE AND STORAGE YARD, ALONG WITH A DEVELOPMENT PLAN "EXHIBIT A" AND SITE PLAN APPROVAL "EXHIBIT B", AND BY AMENDING THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; AND BY FURTHER AMENDING THE FUTURE LAND USE MAP OF THE CITY OF LAKE WORTH TO REFLECT A CHANGE IN ZONING FOR THE 0.4178 ACRE TRACT DESCRIBED HEREIN FROM "LOW DENSITY RESIDENTIAL", TO A ZONING DESIGNATION OF "COMMERCIAL"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND NAMING AN EFFECTIVE DATE.

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

**WHEREAS**, pursuant to Chapter 211 of the Local Government Code, the City has adopted a comprehensive zoning ordinance and map regulating the location and use of buildings, other structures and land for business, industrial, residential or other purposes, and providing for a method to amend said ordinance and map for promoting the public health, safety, morals and general welfare; and

**WHEREAS**, the owner of a 0.4178 acre tract of land located in Lake Worth, Texas, has initiated an application on the hereinafter described property to re-zone same; and

**WHEREAS**, a public hearing was duly held by the Planning and Zoning Commission of the City of Lake Worth on the May 23, 2017, and by the City Council of the City of Lake Worth on the June 13, 2017, with respect to the zoning described

herein; and

**WHEREAS**, all requirements of law dealing with notice to other property owners, publication and all procedural requirements have been complied with in accordance with Chapter 211 of the Local Government Code; and

**WHEREAS**, the City Council of the City of Lake Worth, Texas, does hereby deem it advisable and in the public interest to amend Ordinance No. 500, as amended, and to amend the Official Zoning Map of the City, and to also amend the Future Land Use Map of the Lake Worth Comprehensive Plan, as described herein.

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

## **SECTION 1.**

### **INCORPORATION OF PREMISES**

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

## **SECTION 2.**

### **ORDINANCE 500 AMENDED**

Ordinance No. 500, as amended, is hereby amended by approving a change to the zoning designation from “PC” – Planned Commercial for the use of Transmission Repair work and for storage of equipment and parts to a zoning designation change and land use of “PC” – Planned Commercial for the use of a Construction Company Office and Storage Yard, along with a development plan and site plan approval and by amending the Official Zoning Map and the Future Land Use Map of the Comprehensive Land Use Plan to reflect such change for the property hereinafter described below:

#### Zoning Case No. PZ17-02

Owner: Francisco Ruben Martinez & Ariadna Salas  
2924 Caddo Trail  
Fort Worth, Texas 76135

Applicant: Francisco Ruben Martinez  
Red River Concrete, LLC  
2929 Caddo Trail  
Lake Worth, Texas 76135

Legal Description: Block 30, Lot 16, Indian Oaks Subdivision,  
Lake Worth, Tarrant County, Texas

Property Address: 2929 Caddo Trail

Property Zoning: PC-Planned Commercial

Permitted use: The use and operation of a Construction  
Company Office and Storage Yard, as more  
particularly shown on the Development Plan  
attached hereto as Exhibit "A" and Site Plan  
attached hereto as Exhibit "B".

### **SECTION 3.**

#### **COMPLIANCE WITH DEVELOPMENT PLAN, SITE PLAN AND ORDINANCES**

The use and development of the property shall be subject to all terms and conditions set forth in the Development Plan attached hereto as Exhibit "A" and the Site Plan attached hereto as Exhibit "B" in addition to all applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances of the City of Lake Worth, Texas.

### **SECTION 4.**

#### **OFFICIAL ZONING MAP AMENDED**

The City Secretary is hereby directed to amend the Official Zoning Map to reflect the changes in classification approved herein.

### **SECTION 5.**

#### **FUTURE LAND USE MAP OF LAKE WORTH COMPREHENSIVE PLAN AMENDED**

The City Secretary is hereby directed to amend the Future Land Use Map to reflect the changes in classification approved herein from Commercial to Commercial.

### **SECTION 6.**

#### **CUMULATIVE CLAUSE**

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

## **SECTION 7.**

### **PENALTY CLAUSE**

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

## **SECTION 8.**

### **SEVERABILITY**

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

## **SECTION 9.**

### **SAVINGS**

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

## **SECTION 10.**

### **ENGROSSMENT AND ENROLLMENT**

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

**SECTION 11.**

**PUBLICATION**

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

**SECTION 12.**

**EFFECTIVE DATE**

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

**PASSED AND APPROVED** on the 13th day of June, 2017.

**CITY OF LAKE WORTH**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



OWNER:  
RUBEN MARTINEZ  
2924 CADDO TRAIL  
LAKE WORTH, TEXAS 76135  
817-422-4006  
RUBENMARTINEZ7@AOL.COM



Vicinity Map

Notes: According to the Federal Insurance Administration Flood Insurance Rate map Community Panel Number 48439C0100K Effective September 25, 2009 this property does not lie within a 100 year flood hazard area.

This survey was performed without the benefit of a title commitment. There may be easement, building lines and restrictive covenants recorded in other documents that could affect this site.

Bearings correlated to GPS coordinates, NAD83, North Central Texas Zone 4202.



THE PLAT HEREON WAS PREPARED FROM AN ACTUAL SURVEY ON THE GROUND OF THE LEGALLY DESCRIBED PROPERTY AS SHOWN HEREON.

PREPARED BY:  
ANDREW E. STEVENS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5395  
MARCH 21, 2017

### Site Data

Zoning: PC-Planned Commercial

Use: Construction Company Office and Storage Yard

Lot Acres: 0.424 acres (18,483.6 sq. ft.)

Building Area: 2,399 sq. ft.

Structure Height: 1 story

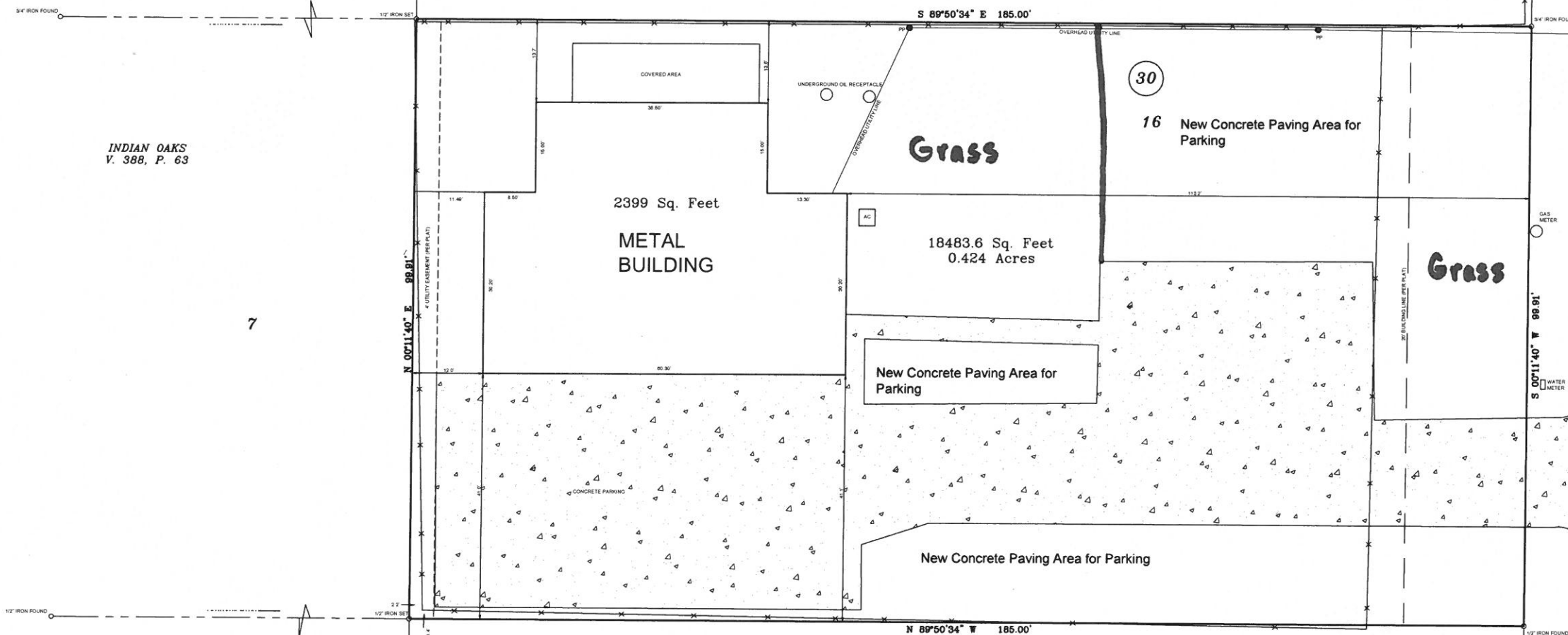
Parking: No Delineated Parking Spaces, but plenty of area for parking

Development Schedule: Move in and obtain CO as soon as approved.

## DEVELOPMENT PLAN

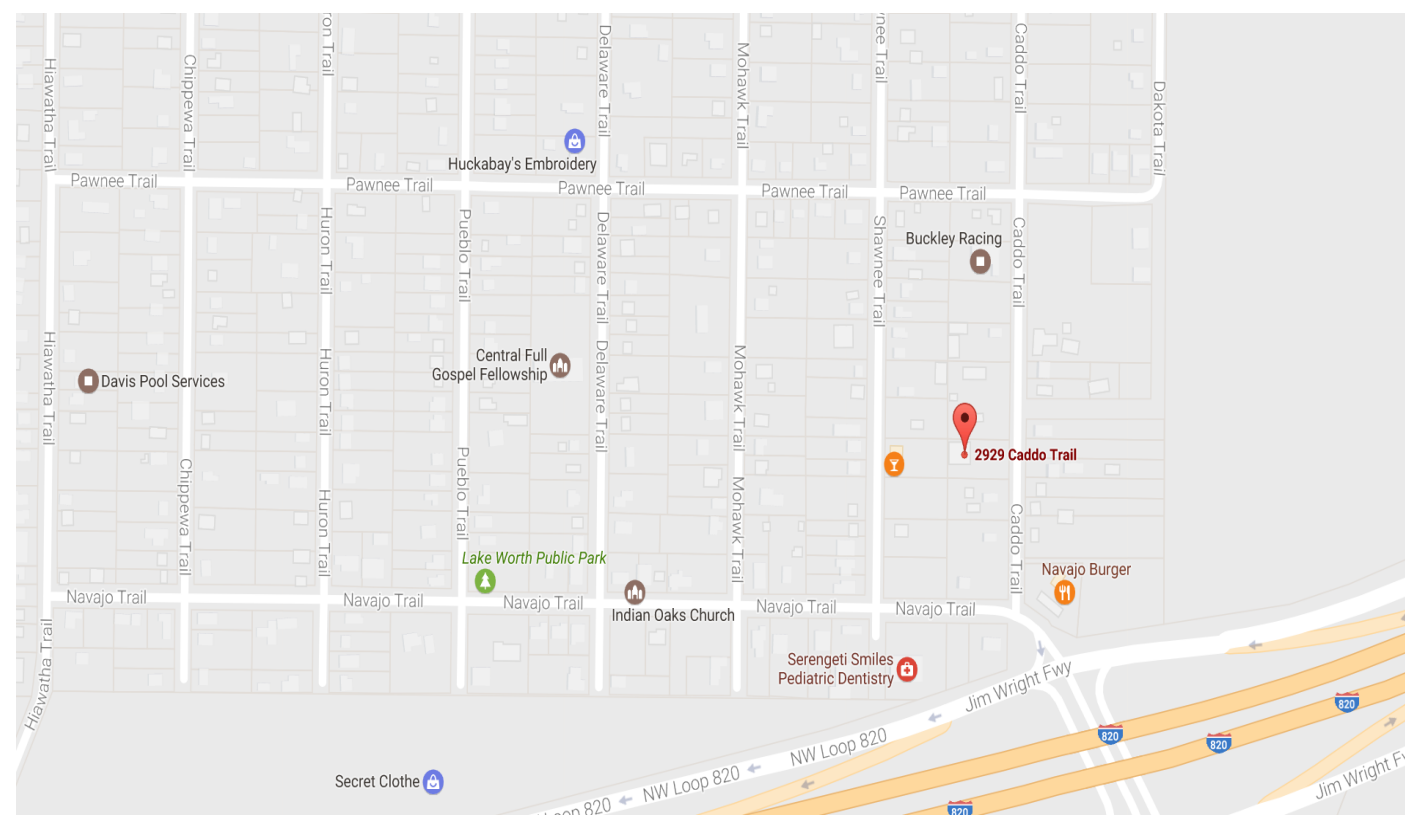
Ruben Martinez site  
2929 Caddo Trail

Lot 16, Block 30, INDIAN OAKS, an addition to the City of Lake Worth/Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 1013, Page 279, Plat records, Tarrant County, Texas.



STEVENS LAND SURVEYING, PLLC  
FORT WORTH, TEXAS 76126  
P.O. Box 26951  
FIRM REGISTRATION # 10194023  
(817) 696-9775

DATE: 03/27/2017  
DRAWN BY: BEN MARTINEZ  
2024 CADD: TAIL  
LAKE WORTH, TEXAS 76135  
817-422-4006  
BEN MARTINEZ, A.L.C.M.



Vicinity Map

NAD83 North  
Ad: 4843900165K  
C: 4843900165K  
E: 25, 2009  
d: 100  
T: 100  
B: 100  
NAD83 North  
Ad: 4843900165K  
C: 4843900165K  
E: 25, 2009  
d: 100  
T: 100  
B: 100



THE PLAT HEREON WAS PREPARED FROM  
AN ACTUAL SURVEY ON THE GROUND OF  
THE LEGALLY DESCRIBED PROPERTY AS  
SHOWN HEREON.  
PRELIMINARY  
NOT TO BE  
FIELD FOR ANY  
REASON  
ANDREW E. STEVENS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 5395  
MARCH 27, 2017

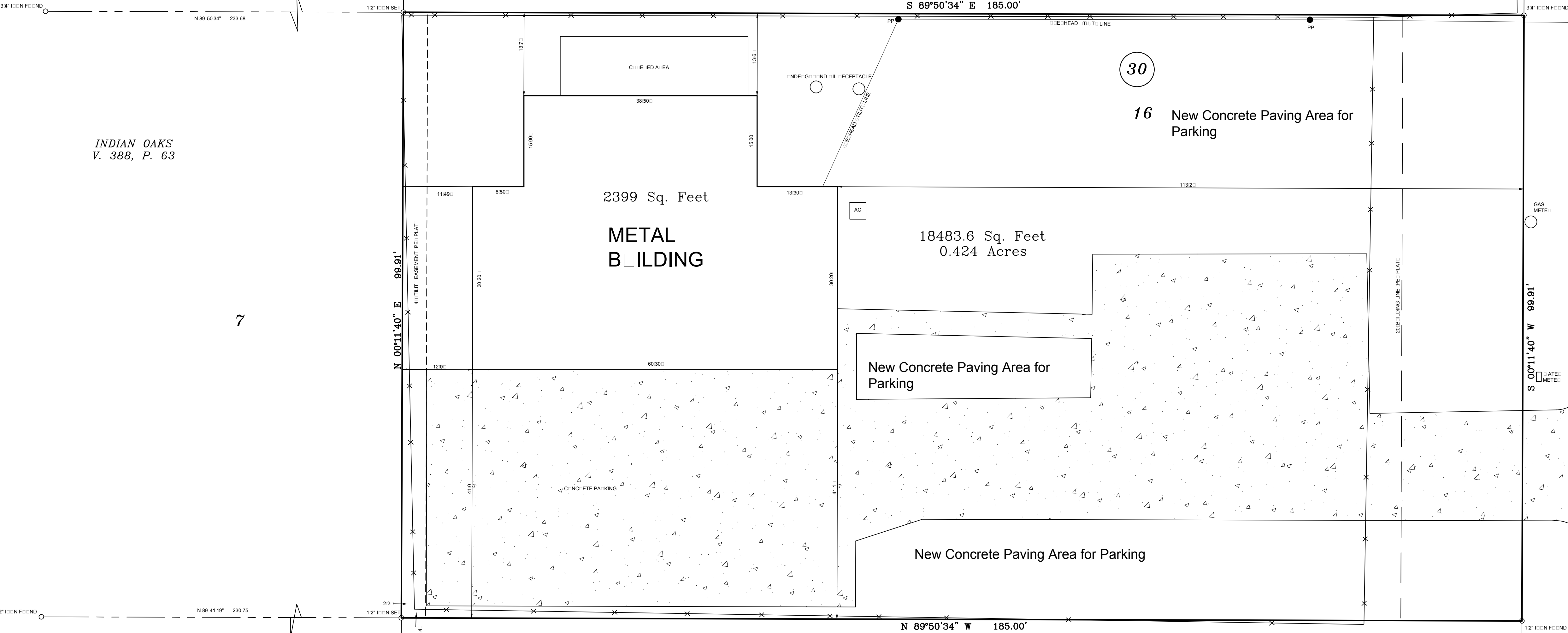
Site Data

- Zoning: PC-Planned Commercial
- Use: Construction Company Office and Storage Yard
- Lot Acres: 0.424 acres (18,483.6 sq. ft.)
- Building Area: 2,399 sq. ft.
- Structure Height: 1 story
- Parking: No Delineated Parking Spaces, but plenty of area for parking
- Development Schedule: Move in and obtain CO as soon as approved.

Site Plan  
Ruben Martinez site  
2929 Caddo Trail  
Lot 16, Block 30, INDIAN OAKS, an addition  
to the City of Lake Worth/Fort Worth,  
Tarrant County, Texas according to the  
plat recorded in Volume 1013, Page 279,  
Plat records, Tarrant County, Texas.

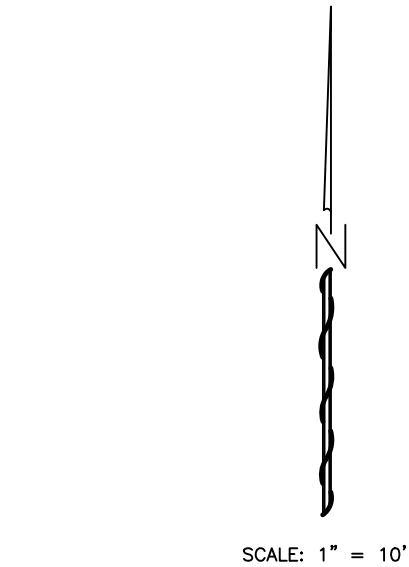
6

17



15

8



STEVENS LAND SURVEYING, PLLC  
FORT WORTH, TEXAS 76126  
P.O. Box 26951  
FIRM REGISTRATION # 10194023  
(817) 696-9775

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



## LAND USE/DEVELOPMENT PLAN/SITE PLAN APPROVAL APPLICATION

### APPLICANT INFORMATION

Company Name: Red River Concrete LLC		Contact Person: Francisco	
Address: 2924 Caddo Trl	City: Lake Worth	State: TX	Zip: 76135
Phone: 817-422-4006	Fax: 682-224-3177	Email: rubenmartinez7@aol.com	

### PROPERTY OWNER INFORMATION

Company Name: Red River Concrete LLC		Contact Person: Francisco	
Address: 2929 Caddo Trl	City: Lake Worth	State: TX	Zip: 76135
Phone: 817-422-4006	Fax: 682-224-3177	Email: rubenmartinez7@aol.com	

### PROPERTY INFORMATION

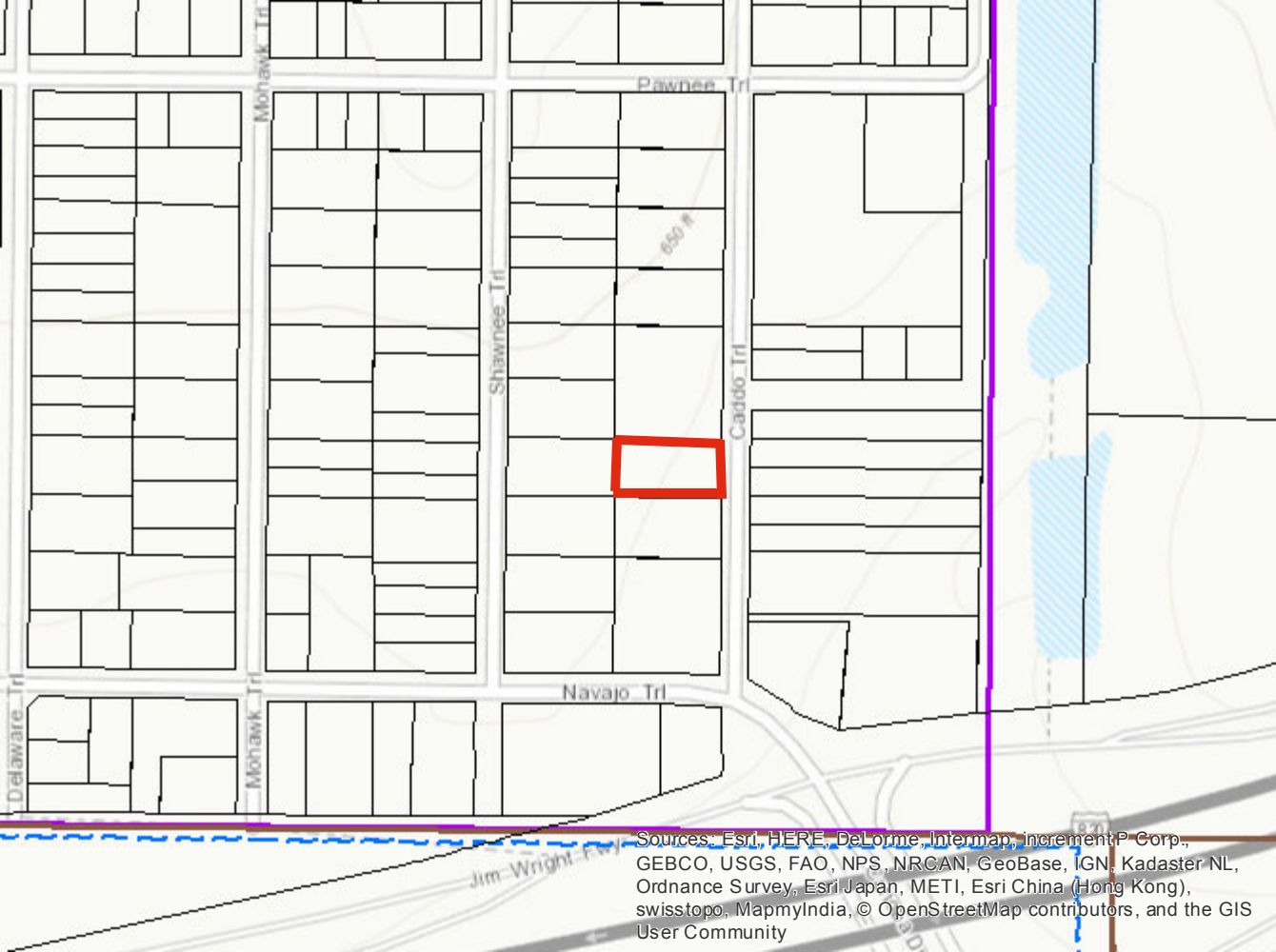
Street Address of Property: 2929 Caddo Trl Lake Worth TX 76135			
Legal Description:	Block/Abstract: Block 30	Lot/Tract: Lot 16	Addition/Survey:
Zoning: Indian Oaks	Land Use: Construction yard		
Any Ordinance Waivers/ Variance Requests? (provide letter of request(s)) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Easement Required? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

I understand that I must provide four (4) hard copies of the development, site plan & civil plans, a copy in electronic format (pdf, tif, etc.), the application, and the required fee (verify with P & Z Coordinator). I hereby certify that the information provided in this application is true and factual to the best of my knowledge. I further understand that the public hearing for this project will not be scheduled until the application fee has been paid and the plans have been reviewed and accepted by City staff to go before the P & Z Commission and the City Council for final approval.

Property Owner Signature:	Date: 3/22/17
Printed Name: Francisco R. Martinez	Title: owner

### OFFICE USE ONLY

Fee: \$ 550.00	Date Paid: 3.27.17	Receipt #: P17-0253	
PZ #: 17-02	Ownership Verified: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Taxes Paid: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Liens Paid: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
P & Z Meeting Date: 5.23.17	City Council Meeting Date: 6.13.17		
Ordinance #:	Site Plan Approved: <input type="checkbox"/> YES <input type="checkbox"/> NO	Date Approved: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/>	Any Stipulations? (please attach description)



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp.,  
GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL,  
Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong),  
swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS  
User Community

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

**ZONING DISTRICT CHANGE WITH LAND USE DESIGNATION/  
DEVELOPMENT PLAN & SITE PLAN APPROVAL**

The Planning and Zoning Commission of the City of Lake Worth, Texas, will conduct the first of two public hearings at **6:30 p.m. on Tuesday, May 23, 2017**, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider recommendations to the City Council regarding an Ordinance amending Ordinance No. 500, the Comprehensive Zoning Ordinance of the City of Lake Worth, so as to change the zoning designation of an approximately 0.4178 acre lot of land, legally known as Block 30, Lot 16, Indian Oaks Subdivision, Lake Worth, Tarrant County, Texas, being that all of the certain called 0.4178 acre lot of land recorded in the deed records of Tarrant County, Texas, from a zoning designation of "PC" – Planned Commercial for the use of Transmission Repair work and for storage of equipment and parts to a zoning designation change and land use of "PC" – Planned Commercial for the use of a Construction Company Office and Storage Yard, along with a development plan and site plan approval, and by amending the Official Zoning Map and the Future Land Use Map of the Comprehensive Land Use Plan to reflect such change. The property to be considered for re-zoning is generally described as a 0.4178 lot of land located 2929 Caddo Trail, Lake Worth, Texas. The City Council will conduct a second Public Hearing at **6:30 p.m. on Tuesday, June 13, 2017**, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider the proposed zoning change for the above listed property. All interested parties are encouraged to attend.

Gary Duke  
2916 Caddo Trail  
Lake Worth, Texas 76135

Stanley W. Yoder  
3004 Caddo Trail  
Lake Worth, Texas 76135

Jaime Linares  
2932 Caddo Trail  
Lake Worth, Texas 76135

Hannah C. Garcia  
3008 Caddo Trail  
Lake Worth, Texas 76135

Adrian Cox  
6950 Silver Creek Azle Rd.  
Azle, Texas 76020

YFOG, LLC  
8149 Cahoba Drive  
Fort Worth, Texas 76135

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

Bruce W. Blaisdell  
2908 Shawnee Trail  
Lake Worth, Texas 76135

Apolonio Barba  
Margaret B. Barba  
3009 Caddo Trail  
Lake Worth, Texas 76135

Richard L. Hartman, Jr.  
Sally Hartman  
3017 Caddo Trail  
Lake Worth, Texas 76135

Carol Ware  
3913 Lakewood Drive  
Lake Worth, Texas 76135

Michael R. Chitty  
Donna Chitty  
3000 Shawnee Trail  
Lake Worth, Texas 76135

Ernest Edwin Sparks  
260 3252 CR  
Ladonia, Texas 75449

City Vending Co, Inc.  
510 W. Magnolia Avenue  
Fort Worth, Texas 76104

Ramon Perez  
130 Acorn Lane  
Azle, Texas 76008



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

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


- ☒ I am **FOR** the proposed zoning case as explained on the attached public notice for Zoning Case #PZ17-02.
- ☐ I am **AGAINST** the proposed zoning case as explained on the attached public notice for Zoning Case #PZ17-02.

Date, Time and Location of Planning & Zoning Commission Meeting: **Tuesday, May 23, 2017 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Date, Time and Location of City Council Meeting: **Tuesday, June 13, 2017 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Name: Sally Robin Hartman  
(Please print)

Mailing Address: 3017 Caddo Trail

Signature: 

Date: 5-15-17

Property Address(s): 3017 Caddo Trail

**COMMENTS:**

---

---

---

---

**RECEIVED**

MAY 18 2017

sm

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

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

- ☐ I am **FOR** the proposed zoning case as explained on the attached public notice for Zoning Case #PZ17-02.
- ☒ I am **AGAINST** the proposed zoning case as explained on the attached public notice for Zoning Case #PZ17-02.

Date, Time and Location of Planning & Zoning Commission Meeting: **Tuesday, May 23, 2017 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Date, Time and Location of City Council Meeting: **Tuesday, June 13, 2017 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Name: ERNEST E. SPARKS  
(Please print)

Mailing Address: 260 CR 3252  
LADONIA, TEXAS 75449

Signature: Ernest E. Sparks

Date: MAY 13, 2017

Property Address(s): 2928 Shawnee TR1  
FORT WORTH, TX 76135

**COMMENTS:**

I AM AGAINST THIS CHANGE AND SEE  
NO REASON FOR THE CHANGE.

RECEIVED

MAY 15 2017

sm



Agenda Item No. C.4

---

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

**Item:** Public Hearing to consider Planning & Zoning Case No. PZ17-03, an Ordinance amending Ordinance No. 500, the Comprehensive Zoning Ordinance of the City of Lake Worth, so as to change the zoning designation of an approximately 0.23 acre tract of land, legally known as Abstract 1552, Tract 221, Moses Townsend Survey, Lake Worth, Tarrant County, Texas, being that all of the certain called 0.23 acre tract of land recorded in the deed records of Tarrant County, Texas, from a zoning designation change and land use approval from “SF-1” – Single Family Residential to a zoning designation change and land use of “PC” – Planned Commercial for the use of a Municipal Complex, and by amending the Official Zoning Map and the Future Land Use Map of the Comprehensive Land Use Plan to reflect such change. The property to be considered for re-zoning is generally described as a 0.23 tract of land located 6728 Charbonneau Road, Lake Worth, Texas – Ordinance No. 1085.

**Property Description:**

0.23 acres of property, located at 6728 Charbonneau

**Property Owner(s):**

City of Lake Worth

**Applicant:**

City of Lake Worth

**Engineer/Surveyor:**

Brittain & Crawford Land Surveying & Topographic Mapping, PO Box 113774, Fort Worth, Texas 76110

**Current Zoning:**

“SF-1” – Single Family Residential

**Proposed Use:**

“PC” - Planned Commercial for the use of a Municipal Complex

**Existing Road(s):**

Adam Grubb & Charbonneau

**Surrounding Zoning:**

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

South: The property to the south is currently zoned “SF-1” – Single Family Residential.

**Agenda Item No. C.4**

---

East: The property to the east is currently zoned “PC” – Planned Commercial.

West: The property to the west is currently zoned “SF-1” – Single Family Residential.

**Summary:**

The City of Lake Worth has owned this property for some time, and will be utilizing it as part of the City’s current Municipal Complex, but it is currently zoned SF-1 Single Family Residential so staff is asking for a zoning district change to PC-Planned Commercial so it will match that of the existing municipal property.

Once zoning has been changed the City will plat that portion of property into the existing Municipal Complex lot.

On May 23, 2017 the case was heard by the Planning & Zoning Commission and was recommended for approval, by a vote of 7 to 0.

**Public Input:**

On May 11, 2017, as required by State law, the City mailed out six (6) letters of Notification for a Public Hearing to all property owners within two hundred (200) feet of the subject site. Notice was also published in the City’s paper of record, the Fort Worth Star Telegram on May 5, 2017. We have received the following in favor/opposition to the request:

1. FOR – no comment forms received.
2. AGAINST – no comment forms received.

**Fiscal Impact:**

N/A

**Attachments:**

1. Ordinance No. 1085
2. Zoning Change Application
3. Vicinity Map
4. Public Hearing Notice
5. Public Hearing Notifications (within 200’ of subject property)

**Recommended Motion or Action:**

Move to approve Ordinance No. 1085; Planning & Zoning Case No. PZ17-03 as presented.

## ORDINANCE NO. 1085

**AN ORDINANCE AMENDING ORDINANCE NO. 500, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF LAKE WORTH, AS AMENDED, BY CHANGING THE ZONING DESIGNATION OF APPROXIMETLY 0.23 ACRES, BEING GENERALLY DESCRIBED AS A 0.23 ACRE TRACT OF LAND BEING ALL THAT CERTAIN TRACT DESCRIBED AS ABSTRACT 1552, TRACT 221, MOSES TOWNSEND SURVEY, LOCATED IN THE CITY OF LAKE WORTH, TARRANT COUNTY, TEXAS, FROM A ZONING DESIGNATION OF "SF-1" SINGLE FAMILY RESIDENTIAL, TO A ZONING DESIGNATION OF "PC" – PLANNED COMMERCIAL FOR THE USE OF A MUNICIPAL COMPLEX, AND BY AMENDING THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; AND BY FURTHER AMENDING THE FUTURE LAND USE MAP OF THE CITY OF LAKE WORTH TO REFLECT A CHANGE IN ZONING FOR THE 0.23 ACRE TRACT DESCRIBED HEREIN FROM "LOW DENSITY RESIDENTIAL", TO A ZONING DESIGNATION OF "COMMERCIAL"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND NAMING AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to Chapter 211 of the Local Government Code, the City has adopted a comprehensive zoning ordinance and map regulating the location and use of buildings, other structures and land for business, industrial, residential or other purposes, and providing for a method to amend said ordinance and map for promoting the public health, safety, morals and general welfare; and

**WHEREAS**, the owner of a 0.23 acre tract of land located in Lake Worth, Texas, has initiated an application on the hereinafter described property to re-zone same; and

**WHEREAS**, a public hearing was duly held by the Planning and Zoning Commission of the City of Lake Worth on the May 23, 2017, and by the City Council of the City of Lake Worth on the June 13, 2017, with respect to the zoning described herein; and

**WHEREAS**, all requirements of law dealing with notice to other property owners, publication and all procedural requirements have been complied with in accordance with Chapter 211 of the Local Government Code; and

**WHEREAS**, the City Council of the City of Lake Worth, Texas, does hereby deem it advisable and in the public interest to amend Ordinance No. 500, as amended, and to amend the Official Zoning Map of the City, and to also amend the Future Land Use Map of the Lake Worth Comprehensive Plan, as described herein.

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

**SECTION 1.**

**INCORPORATION OF PREMISES**

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

**SECTION 2.**

**ORDINANCE 500 AMENDED**

Ordinance No. 500, as amended, is hereby amended by approving a change to the zoning designation from “SF-1” – Single Family Residential to a zoning designation change and land use of “PC” – Planned Commercial for the use of a Municipal Complex and by amending the Official Zoning Map and the Future Land Use Map of the Comprehensive Land Use Plan to reflect such change for the property hereinafter described below:

Zoning Case No. PZ17-03

Owner:	City of Lake Worth 3805 Adam Grubb Lake Worth, Texas 76135
Applicant:	City of Lake Worth 3805 Adam Grubb Lake Worth, Texas 76135
Legal Description:	Abstract 1552, Tract 2Z1, Moses Townsend Survey, Lake Worth, Tarrant County, Texas
Property Address:	6728 Charbonneau
Property Zoning:	PC-Planned Commercial
Permitted use:	The use and operation of a Municipal Complex.

### **SECTION 3.**

#### **COMPLIANCE WITH DEVELOPMENT PLAN, SITE PLAN AND ORDINANCES**

The use and development of the property shall be subject to all applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances of the City of Lake Worth, Texas.

### **SECTION 4.**

#### **OFFICIAL ZONING MAP AMENDED**

The City Secretary is hereby directed to amend the Official Zoning Map to reflect the changes in classification approved herein.

### **SECTION 5.**

#### **FUTURE LAND USE MAP OF LAKE WORTH COMPREHESIVE PLAN AMENDED**

The City Secretary is hereby directed to amend the Future Land Use Map to reflect the changes in classification approved herein from Commercial to Commercial.

### **SECTION 6.**

#### **CUMULATIVE CLAUSE**

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

### **SECTION 7.**

#### **PENALTY CLAUSE**

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

## **SECTION 8.**

### **SEVERABILITY**

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

## **SECTION 9.**

### **SAVINGS**

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

## **SECTION 10.**

### **ENGROSSMENT AND ENROLLMENT**

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

## **SECTION 11.**

### **PUBLICATION**

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

**SECTION 12.**

**EFFECTIVE DATE**

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

**PASSED AND APPROVED** on the 13th day of June, 2017.

**CITY OF LAKE WORTH**

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

**ATTEST:**

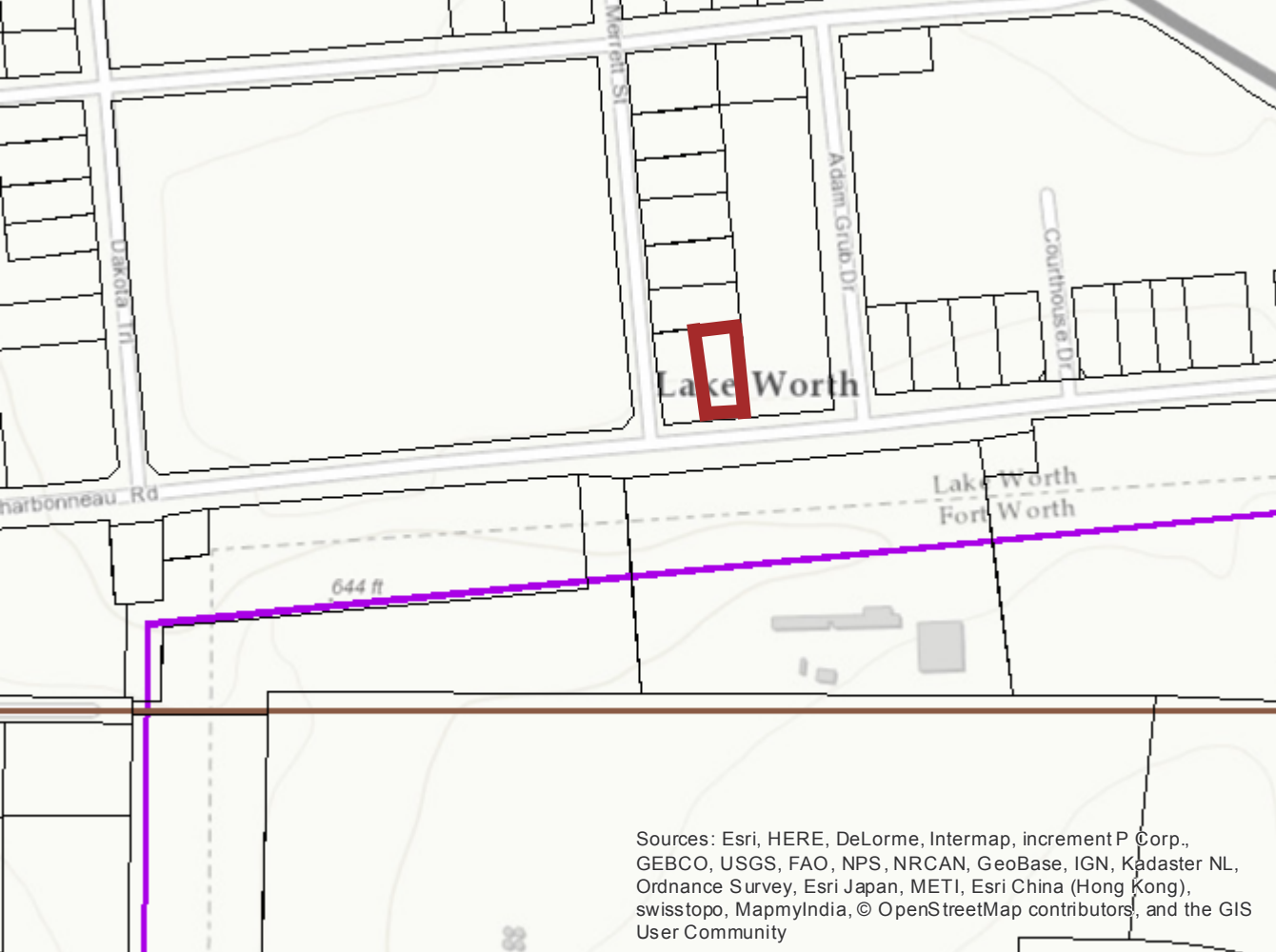
\_\_\_\_\_  
Monica Solko, City Secretary

**APPROVED AS TO FORM AND LEGALITY:**

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

OFFICE USE ONLY					
<b>Fee:</b> \$500.00 waived City Project		<b>Date Paid:</b> NA		<b>Receipt #:</b> NA	
<b>PZ #:</b> PZ17-03	<b>Ownership Verified:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>Taxes Paid:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>Liens Paid:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>P &amp; Z Meeting Date:</b> 5.23.17			<b>City Council Meeting Date:</b> 6.13.17		
<b>Zoning Change Approved:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO		<b>Ordinance #:</b>		<b>Date Approved:</b> □ □ □ □ □ □	





Sources: Esri, HERE, DeLorme, Intermap, increment P Corp.,  
GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL,  
Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong),  
swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS  
User Community

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

**ZONING DISTRICT CHANGE WITH LAND USE DESIGNATION**

The Planning and Zoning Commission of the City of Lake Worth, Texas, will conduct the first of two public hearings at **6:30 p.m. on Tuesday, May 23, 2017**, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider recommendations to the City Council regarding an Ordinance amending Ordinance No. 500, the Comprehensive Zoning Ordinance of the City of Lake Worth, so as to change the zoning designation of an approximately 0.23 acre tract of land, legally known as Abstract 1552, Tract 2Z1, Moses Townsend Survey, Lake Worth, Tarrant County, Texas, being that all of the certain called 0.23 acre tract of land recorded in the deed records of Tarrant County, Texas, from a zoning designation change and land use approval from "SF-1" – Single Family Residential to a zoning designation change and land use of "PC" – Planned Commercial for the use of a Municipal Complex, and by amending the Official Zoning Map and the Future Land Use Map of the Comprehensive Land Use Plan to reflect such change. The property to be considered for re-zoning is generally described as a 0.23 tract of land located 6728 Charbonneau Road, Lake Worth, Texas. The City Council will conduct a second Public Hearing at **6:30 p.m. on Tuesday, June 13, 2017**, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider the proposed zoning change for the above listed property. All interested parties are encouraged to attend.

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

Maria M. Alvarez  
3800 Merrett Drive  
Lake Worth, Texas 76135

Milton R. Tucker  
228 Lakeside Oaks Circle  
Fort Worth, Texas 76135

Arnold Hammett  
3616 Roberts Cut Off Road  
Fort Worth, Texas 76114

Lisa Waldron  
4516 Washburn Avenue  
Fort Worth, Texas 76107

Lake Worth ISD  
6805 Telephone Road  
Lake Worth, Texas 76135

**Lake Worth Regular City Council Meeting – June 13, 2017**

**Agenda Item No. C.5**

---

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

**Item:** Public Hearing to consider Planning & Zoning Case No. PS17-03, a proposed preliminary plat being all of Block 1, Lot 1R, Lake Worth Municipal Complex, an addition to the City of Lake Worth, Tarrant County, Texas, according to the plat thereof recorded under Instrument Number D211286203, and Abstract 1552, Tract 2Z1, Moses Townsend Survey of the plat records of Tarrant County, Texas. The proposed preliminary plat's new legal description will be Block 1, Lot 1R1, Lake Worth Municipal Complex, commonly known as 3805 Adam Grubb, Lake Worth, Texas.

**Property Description:**

2.098 acres of property, located at 3805 Adam Grubb and 6728 Charbonneau

**Property Owner(s):**

City of Lake Worth

**Applicant:**

City of Lake Worth

**Engineer/Surveyor:**

Brittain & Crawford Land Surveying & Topographic Mapping, PO Box 113774, Fort Worth, Texas 76110

**Current Zoning:**

"SF-1" – Single Family Residential

**Proposed Use:**

"PC" - Planned Commercial for the use of a Municipal Complex

**Existing Road(s):**

Adam Grubb & Charbonneau

**Surrounding Zoning:**

North: The property to the north is currently zoned ""PC" – Planned Commercial.

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

East: The property to the east is currently zoned "PC" – Planned Commercial and "SF-1" – Single Family Residential.

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

Agenda Item No. C.5

---

**Summary:**

The City of Lake Worth has owned this property for some time, and will be utilizing it as part of the City's current Municipal Complex, but it needs to be incorporated into the existing municipal lot, therefore it is going through the preliminary and final plat approval.

On May 23, 2017 the case was heard by the Planning & Zoning Commission and was recommended for approval, by a vote of 7 to 0.

**Public Input:**

On May 11, 2017, as required by State law, the City mailed out sixteen (16) letters of Notification for a Public Hearing to all property owners within two hundred (200) feet of the subject site. Notice was also published in the City's paper of record, the Fort Worth Star Telegram on May 6, 2017. We have received the following in favor/opposition to the request:

1. FOR – no comment forms received.
2. AGAINST – no comment forms received.

**Fiscal Impact:**

N/A

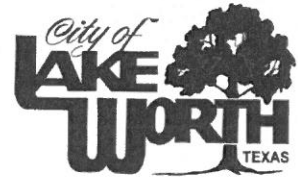
**Attachments:**

1. Preliminary Plat Application
2. Preliminary Plat
3. Vicinity Map
4. Public Hearing Notice
5. Public Hearing Notifications (within 200' of subject property)

**Recommended Motion or Action:**

Move to approve Planning & Zoning Case No. PS17-03.

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



## PRELIMINARY PLAT APPLICATION

### PROPERTY OWNER/DEVELOPER INFORMATION

<b>Company Name:</b> City of Lake Worth		<b>Contact Person:</b> Stacey Almond	
<b>Address:</b> 3805 Adam Grubb	<b>City:</b> Lake Worth	<b>State:</b> Texas	<b>Zip:</b> 76135
<b>Phone:</b> 817-237-1211	<b>Fax:</b> 817-237-1333	<b>Email:</b> salmond@lakeworthtx.org	

### SURVEYOR INFORMATION

<b>Company Name:</b> Brittain & Crawford Land Surveying & Topographic Mapping		<b>Contact Person:</b> Chris Blevins	
<b>Address:</b> P O Box 11374	<b>City:</b> Fort Worth	<b>State:</b> Texas	<b>Zip:</b> 76110
<b>Phone:</b> 817-926-0211	<b>Fax:</b> 817-926-9347	<b>Email:</b> clb@brittain-crawford.com	

### PROPERTY INFORMATION

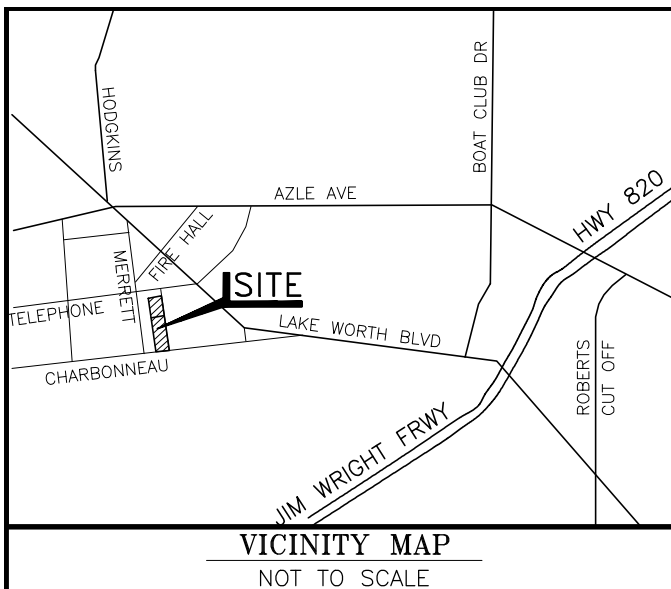
<b>Current Legal Description</b>	<b>Block/Abstract:</b> 1 & Abs 1552	<b>Lot/Tract:</b> 1R & Tract 2Z01	<b>Addition/Survey:</b> Lake Worth Municipal Complex & Moses Townsend Survey
<b>Proposed Legal Description</b>	<b>Block(s):</b> 1	<b>Lot(s):</b> 1R1	<b>Addition:</b> Lake Worth Municipal Complex
<b>Current Zoning:</b> PC - Planned Commercial			<b>Will a Zoning Change be requested?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>If Zoning Change requested what will be proposed zoning?</b>			<b>Type of Development being proposed?</b> <input type="checkbox"/> SF <input type="checkbox"/> MF <input type="checkbox"/> C <input type="checkbox"/> I <input checked="" type="checkbox"/> Other
<b>Any Ordinance Waivers/ Variance Requests?</b> (provide letter of request(s)) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			<b>Easement Required?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>Total number of acres in plat?</b> 2.098 Acres			<b>Total numbers of parcels in plat?</b> 1

I understand that I must provide **four (4) folded hard copies of the plat document (18" x 24")**, a **copy in electronic format (pdf, tif, etc.)**, the **preliminary plat application**, and the **required fee** (verify with P & Z Coordinator). I hereby certify that the information provided in this application is true and factual to the best of my knowledge. I further understand that the public hearing for this project will not be scheduled until the application fee has been paid and the plans have been reviewed and accepted by City staff to go before the P & Z Commission and the City Council for final approval.

<b>Property Owner Signature:</b> 	<b>Date:</b> 05-18-2017
<b>Printed Name:</b> Stacey Almond	<b>Title:</b> City Manager

### OFFICE USE ONLY

<b>Fee:</b> \$ waived city Project	<b>Date Paid:</b> NA	<b>Receipt #:</b> NA
<b>PZ #:</b> PS17-03	<b>Ownership Verified:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>Taxes Paid:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>P &amp; Z Meeting Date:</b> 5.23.17	<b>City Council Meeting Date:</b> 6.13.17	<b>Liens Paid:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>Plat Approved:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>Date Approved:</b> □□/□□/□□	<b>Date Plat Filed:</b> □□/□□/□□
<b>Instrument #:</b>		



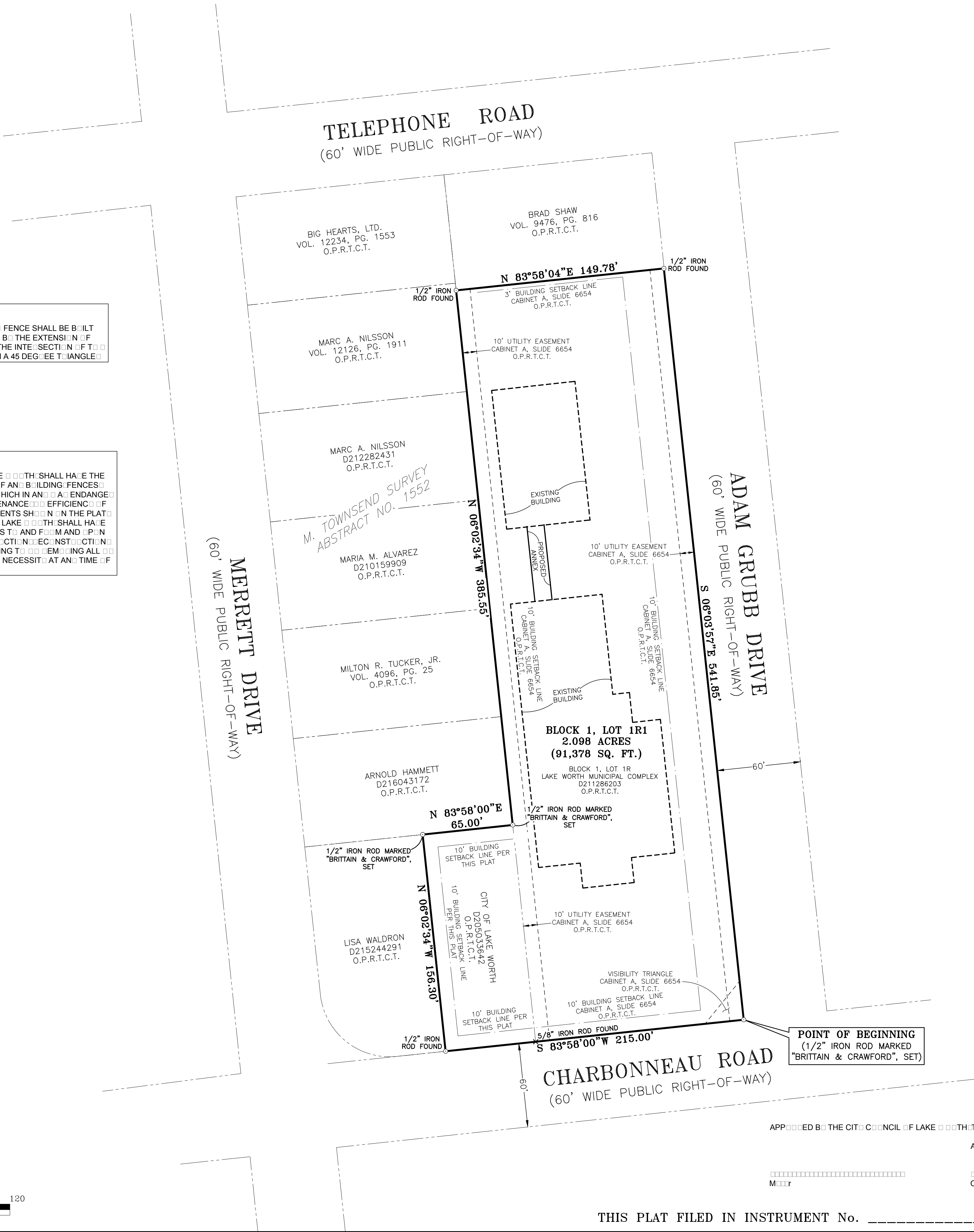
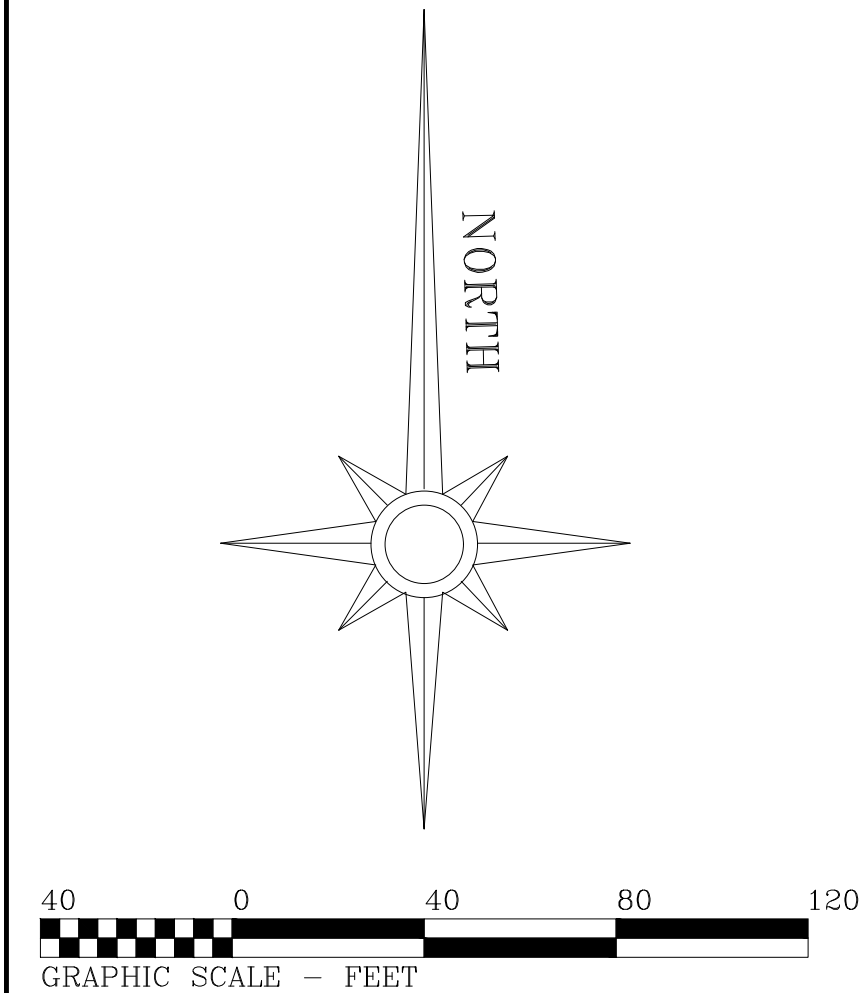
IN ORDER TO PREVENT BLIND INTERSECTIONS, NO FENCE SHALL BE BUILT TO EXTEND INTO THE TRIANGLE AREA FORMED BY THE EXTENSION OF THE TWO Curb LINES TO A POINT 45 FEET FROM THE INTERSECTION OF THE STREETS AND CONNECTING THE POINTS TO FORM A 45 DEGREE TRIANGLE.

THE CURRENT ZONING AT THE TIME OF  
PLATTING IS PC PLANNED COMMERCIAL

EASEMENT ESTABLISHMENT STATEMENT

AN: P: BLOC TITL: INCLDING THE CITD OF LAKE SH: SHALL HA: THE  
RIGHT: TO: AND KEEP M: ED ALL PA: OF AN: BUILDING FENCES  
SHO: B: THE G: THS CO: IMP: EMENTS: HIGH IN AN: A: ENDANGER  
TO: INTE: FE: IN THE C: N: ST: CTI: N: MAINTENANCE: EFFICIEN: OF  
ITS: RESPECTI: E: S: T: E: M: AN: F: THE EASEMENTS SH: IN THE PLAT  
RIGHT: TO: INCLDING THE CIT: OF LAKE SH: SHALL HA: THE  
RIGHT AT ALL TIMES: T: E: S: AND E: EST: T: AND F: M: AN: P: N:  
SAID EASEMENTS FOR THE P: P: SE: F: C: N: ST: CTI: N: EC: N: ST: CTI: N:  
INSPECTION PAT: LLING MAINTAINING AND ADDING TO: E: M: T: ALL  
PA: OF ITS: RESPECTI: E: S: T: E: M: AN: F: THE NECESSIT: AT AN: TIME OF  
P: CO: DING THE PE: MISSION: OF AN: N: D:

SITE ADDRESS  
3805 ADAM GORE  
LAKE DRIVE TEXAS 76135



OWNER/DEVELOPER:

CITY OF LAKE WORTH  
3805 ADAM GRUBB  
LAKE WORTH, TEXAS 76135  
(817)-237-1211  
FAX (817)-237-1333

STATE OF TEXAS

[illegible]

## LEGAL DESCRIPTION

BEGINNING 0000 ½ inch d 0 Grid "Brittain 0 Crawford" S 0000000000 r 0000 L 0000 d 0 d 0000000000 W 00000000  
r 0000000000 Ad 0 Gr 0 Dr 0 60 00000d 0000r 0000000000 0 N 0r 00000000 0 C 00000000 d 60  
0000 d 0000r 00000000 d P 0 INT F BEGINNING 0000 0000 d 0 d d 0000 512.2 000 N 0r 0 d 2044.4 0000 00000000  
S 00000000r 0000 T 00000 d S 0 INT

[illegible]

**T**HENCE N 06° 02' 34" W 156.30 [redacted] d[r] [redacted] C[redacted] L[redacted] T[redacted] E[redacted]  
L[redacted] d[r] Tr[redacted] % [redacted] "Britain" Crawford" N[redacted] L[redacted] d[r] Tr[redacted]  
Arad H[redacted] d[r] C[redacted] F[redacted] D216043172  
P[redacted] T[redacted]

THENCE N 83° 58' 00" E 65.00 feet to the N. end of the 1/2" iron rod marked "Brittain & Crawford" set in the West boundary line of the aforesaid Lot 1R;

TENENCE N06° 02' 34" W 385.55 d r d r d L 19 d 1/2 r r d d N r r r r  
L 19 d d E d r r r d d M r A N d d r d d 12126  
P 1911 P r d T r r C T d S r r d  
Bridg 9476 P 816 P rd T r r C T

TENENCE N 83° 58' 04" E 149.78 m Soud d r Brd S Tr d N d L 1  
 ½ n rd Nurd L 1 Soud r Brd S Tr d  
 Ad Gr Dr

THENCE S 06° 03' 57" E 541.85 [redacted] E [redacted] r [redacted] L 1 [redacted] [redacted] Ad [redacted] Gr [redacted]  
Dr [redacted] [redacted] P [redacted] INT [redacted] F BEGINNING [redacted] 2 098 [redacted] 91 378 [redacted] [redacted]

N \_ \_ THE EF \_ \_ E KN \_ \_ ALL MEN B \_ THESE P \_ ESENTS \_

THAT THE CITY OF LAKE THUNDERBOLT REQUESTS THAT THE BLACK LUTHERIAN CHURCH AND THE MUNICIPAL COMPLEX BE CONSIDERED AS PART OF THE CITY'S HISTORIC LANDMARK DISTRICT.

ITNESS M HAND L r T rr C T d 2017

CITY OF LAKE WORTH

B r B M r

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared WALTER BOWEN, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed, and the undersigned authority is duly qualified to perform the duties hereunto devolving upon me by law.

GIEN ENDE M HAND AND SEAL F FFICE d 2017

[illegible]

THIS IS TO CERTIFY THAT I HAVE RECEIVED FROM THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, A CERTIFICATE OF TITLE FOR THE LAND DESCRIBED IN THE ABOVE-ENTITLED APPLICATION, AND THAT THE SAME IS THE PROPERTY OF THE UNITED STATES OF AMERICA.

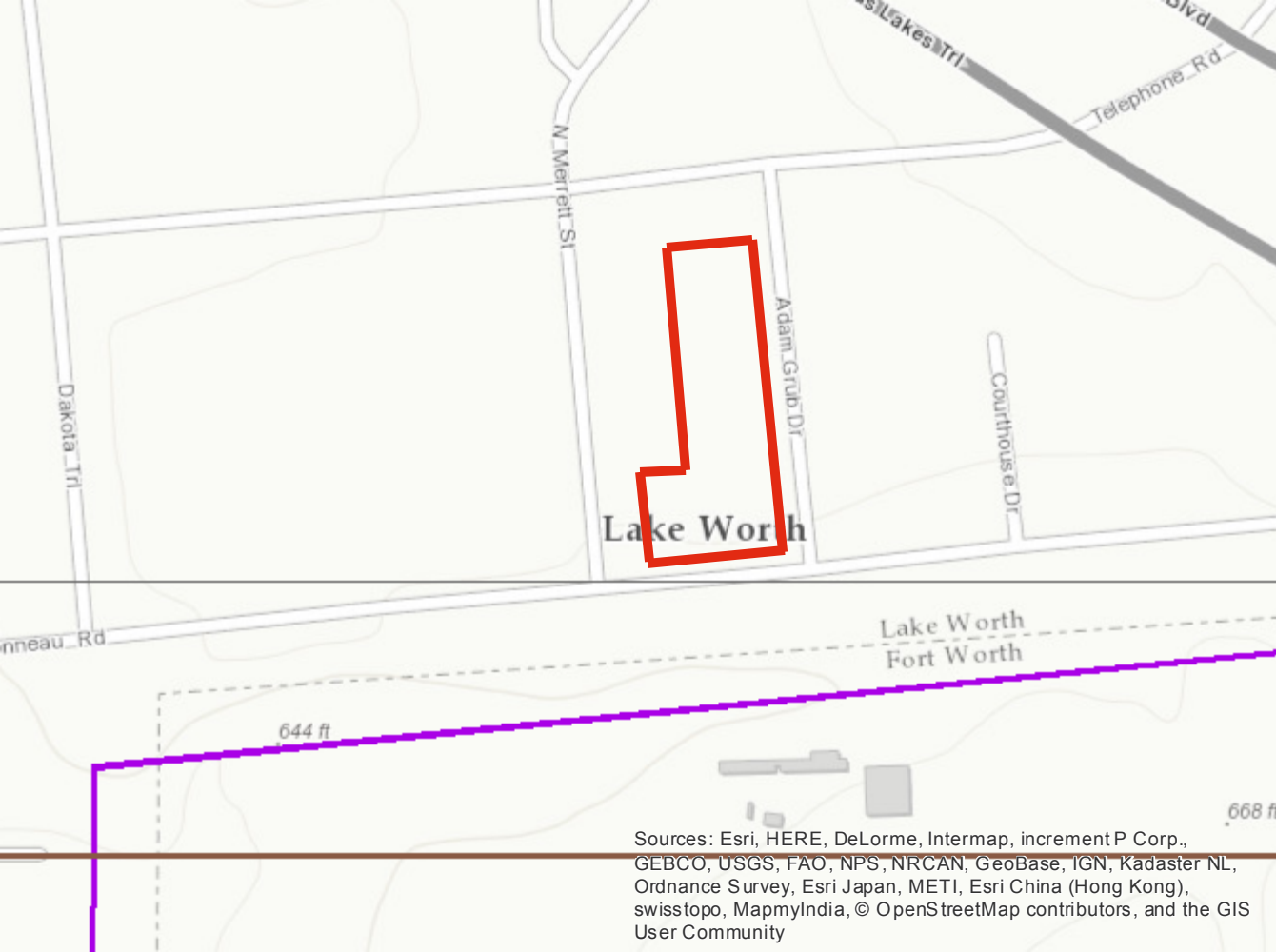


CHRIS L. BLEVINS  
5792  
CHIS L BLEVINS PLS  
S T N 5792

PRELIMINARY PLAT  
**BLOCK 1, LOT 1R1**  
**LAKE WORTH MUNICIPAL COMPLEX**  
 AN ADDITION TO THE CITY OF LAKE WORTH  
 BEING A REVISION OF  
**BLOCK 1, LOT 1R**  
**LAKE WORTH MUNICIPAL COMPLEX**  
 AS RECORDED IN COUNTY CLERK FILE NUMBER D211286203,  
 LAKE WORTH, TARRANT COUNTY, TEXAS

(J.U.) ...Projects\LAKE WORTH MUNICIPAL COMPLEX\LAKE WORTH MUNICIPAL COMPLEX-PRELIMINARY PLAT-1R1.dwg

SIN FIN#\_\_\_\_\_



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp.,  
GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL,  
Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong),  
swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS  
User Community



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

**PRELIMINARY PLAT REQUEST**

The Planning and Zoning Commission of the City of Lake Worth, Texas, will conduct the first of two public hearings at **6:30 p.m. on Tuesday, May 23, 2017**, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider recommendations to the City Council regarding the proposed preliminary plat being all of Block 1, Lot 1R, Lake Worth Municipal Complex, an addition to the City of Lake Worth, Tarrant County, Texas, according to the plat thereof recorded under Instrument Number D211286203, and Abstract 1552, Tract 221, Moses Townsend Survey of the plat records of Tarrant County, Texas. The proposed preliminary plat's new legal description will be Block 1, Lot 1R1, Lake Worth Municipal Complex, commonly known as 3805 Adam Grubb, Lake Worth, Texas. The City Council will conduct a second Public Hearing at **6:30 p.m. on Tuesday, June 13, 2017**, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider. All interested parties are encouraged to attend.

**Lisa Waldron  
4516 Washburn Avenue  
Fort Worth, Texas 76107**

**County of Tarrant  
100 E. Weatherford Street  
Fort Worth, Texas 76102**

**Lake Worth ISD  
6805 Telephone Road  
Lake Worth, Texas 76135**

**Petra Ramirez Etal  
6705 Basswood Drive  
Fort Worth, Texas 76135**

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

**Ricky Leamon Hood  
6712 Charbonneau Road  
Lake Worth, Texas 76135**

**Maria M. Alvarez  
3800 Merrett Drive  
Lake Worth, Texas 76135**

**Marc A. Nilsson  
808 Longhorn Road  
Saginaw, Texas 76179**

**Milton R. Tucker  
228 Lakeside Oaks Circle  
Fort Worth, Texas 76135**

**Big Hearts Ltd.  
1001 NW Tuscany Drive  
Port Saint Lucie, FL 34986**

**Arnold Hammett  
3616 Roberts Cut Off Road  
Fort Worth, Texas 76114**

**George Shaw  
6723 Telephone Road  
Lake Worth, Texas 76135**

**Delores L. Mauldin  
6101 Old Denton Rd. Apt #211  
Fort Worth, Texas 76131**

**Southwestern Bell  
1010 Pine 9E-L-01  
Saint Louis, MO 63101**

**Carroll Family Inv #2 Ltd  
2340 Interstate 20 W, Suite #100  
Arlington, Texas 76017**

**Dwayne E. Beeler  
6717 Telephone Road  
Lake Worth, Texas 76135**

**Lake Worth Regular City Council Meeting – June 13, 2017**

**Agenda Item No. C.6**

---

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

**Item:** Public Hearing to consider Planning & Zoning Case No. PS17-04, a proposed final plat being all of Block 1, Lot 1R, Lake Worth Municipal Complex, an addition to the City of Lake Worth, Tarrant County, Texas, according to the plat thereof recorded under Instrument Number D211286203, and Abstract 1552, Tract 221, Moses Townsend Survey of the plat records of Tarrant County, Texas. The proposed final plat's new legal description will be Block 1, Lot 1R1, Lake Worth Municipal Complex, commonly known as 3805 Adam Grubb, Lake Worth, Texas.

**Property Description:**

2.098 acres of property, located at 3805 Adam Grubb and 6728 Charbonneau

**Property Owner(s):**

City of Lake Worth

**Applicant:**

City of Lake Worth

**Engineer/Surveyor:**

Brittain & Crawford Land Surveying & Topographic Mapping, PO Box 113774, Fort Worth, Texas 76110

**Current Zoning:**

"SF-1" – Single Family Residential

**Proposed Use:**

"PC" - Planned Commercial for the use of a Municipal Complex

**Existing Road(s):**

Adam Grubb & Charbonneau

**Surrounding Zoning:**

North: The property to the north is currently zoned "'PC" – Planned Commercial.

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

East: The property to the east is currently zoned "PC" – Planned Commercial and "SF-1" – Single Family Residential.

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

**Summary:**

**Agenda Item No. C.6**

---

The City of Lake Worth has owned this property for some time, and will be utilizing it as part of the City's current Municipal Complex, but it needs to be incorporated into the existing municipal lot, therefore it is going through the preliminary and final plat approval.

On May 23, 2017 the case was heard by the Planning & Zoning Commission and was recommended for approval, by a vote of 7 to 0.

**Public Input:**

On May 11, 2017, as required by State law, the City mailed out sixteen (16) letters of Notification for a Public Hearing to all property owners within two hundred (200) feet of the subject site. Notice was also published in the City's paper of record, the Fort Worth Star Telegram on May 6, 2017. We have received the following in favor/opposition to the request:

1. FOR – no comment forms received.
2. AGAINST – no comment forms received.

**Fiscal Impact:**

N/A

**Attachments:**

1. Final Plat Application
2. Final Plat
3. Vicinity Map
4. Public Hearing Notice
5. Public Hearing Notifications (within 200' of subject property)

**Recommended Motion or Action:**

Move to approve Planning & Zoning Case No. PS17-04.

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



## FINAL PLAT APPLICATION

### PROPERTY OWNER/DEVELOPER INFORMATION

<b>Company Name:</b> City of Lake Worth		<b>Contact Person:</b> Stacey Almond	
<b>Address:</b> 3805 Adam Grubb	<b>City:</b> Lake Worth	<b>State:</b> Texas	<b>Zip:</b> 76135
<b>Phone:</b> 817-237-1211	<b>Fax:</b> 817-237-1333	<b>Email:</b> salmond@lakeworthtx.org	

### SURVEYOR INFORMATION

<b>Company Name:</b> Brittain & Crawford Land Surveying & Topographic Mapping		<b>Contact Person:</b> Chris Blevins	
<b>Address:</b> PO Box 11374	<b>City:</b> Fort Worth	<b>State:</b> Texas	<b>Zip:</b> 76110
<b>Phone:</b> 817-926-0211	<b>Fax:</b> 817-926-9347	<b>Email:</b> clb@brittain-crawford.com	

### PROPERTY INFORMATION

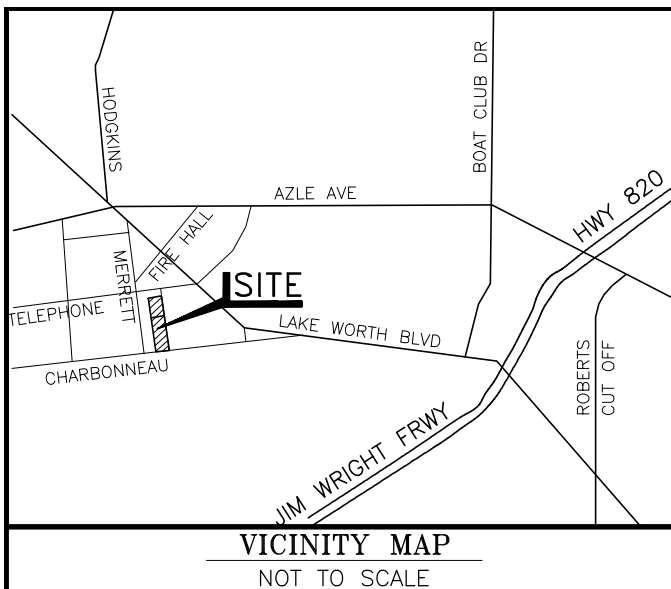
<b>Current Legal Description</b>	<b>Block/Abstract:</b> 1 & Abs 1552	<b>Lot/Tract:</b> 1R & Tract 2Z01	<b>Addition/Survey:</b> Lake Worth Municipal Complex & Moses Townsend Survey
<b>Proposed Legal Description</b>	<b>Block(s):</b> 1	<b>Lot(s):</b> 1R1	<b>Addition:</b> Lake Worth Municipal Complex
<b>Current Zoning:</b> PC - Planned Commercial			<b>Will a Zoning Change be requested?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>If Zoning Change requested what will be proposed zoning?</b>			<b>Type of Development being proposed?</b> <input type="checkbox"/> SF <input type="checkbox"/> MF <input type="checkbox"/> C <input type="checkbox"/> I <input type="checkbox"/> Other
<b>Any Ordinance Waivers/ Variance Requests?</b> (provide letter of request(s)) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			<b>Easement Required?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>Total number of acres in plat?</b> 2.098 Acres			<b>Total numbers of parcels in plat?</b> 1

I understand that I must provide **four (4) folded hard copies of the plat document (18" x 24")**, a **copy in electronic format (pdf, tif, etc.)**, the **preliminary plat application**, and the **required fee** (verify with P & Z Coordinator). I hereby certify that the information provided in this application is true and factual to the best of my knowledge. I further understand that the public hearing for this project will not be scheduled until the application fee has been paid and the plans have been reviewed and accepted by City staff to go before the P & Z Commission and the City Council for final approval.

<b>Property Owner Signature:</b>	<b>Date:</b> 05-18-2017
<b>Printed Name:</b> Stacey Almond	<b>Title:</b> City Manager

### OFFICE USE ONLY

<b>Fee:</b> \$ waived city project	<b>Date Paid:</b> NA	<b>Receipt #:</b> NA	
<b>PZ #:</b> P517-04	<b>Ownership Verified:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>Taxes Paid:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>Liens Paid:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>P &amp; Z Meeting Date:</b> 5.23.17		<b>City Council Meeting Date:</b> 6.13.17	
<b>Plat Approved:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>Date Approved:</b> □□/□□/□□	<b>Date Plat Filed:</b> □□/□□/□□	<b>Instrument #:</b>



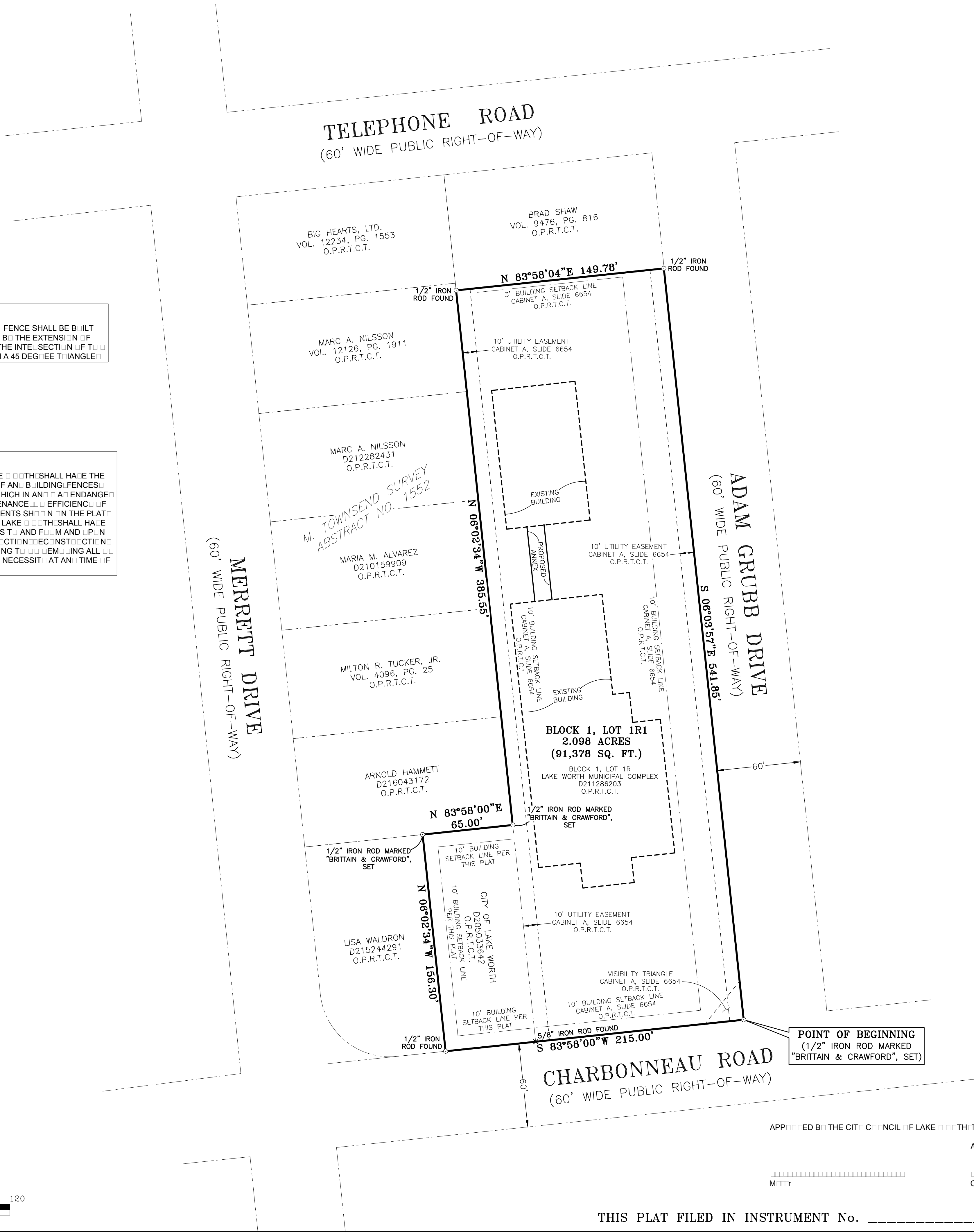
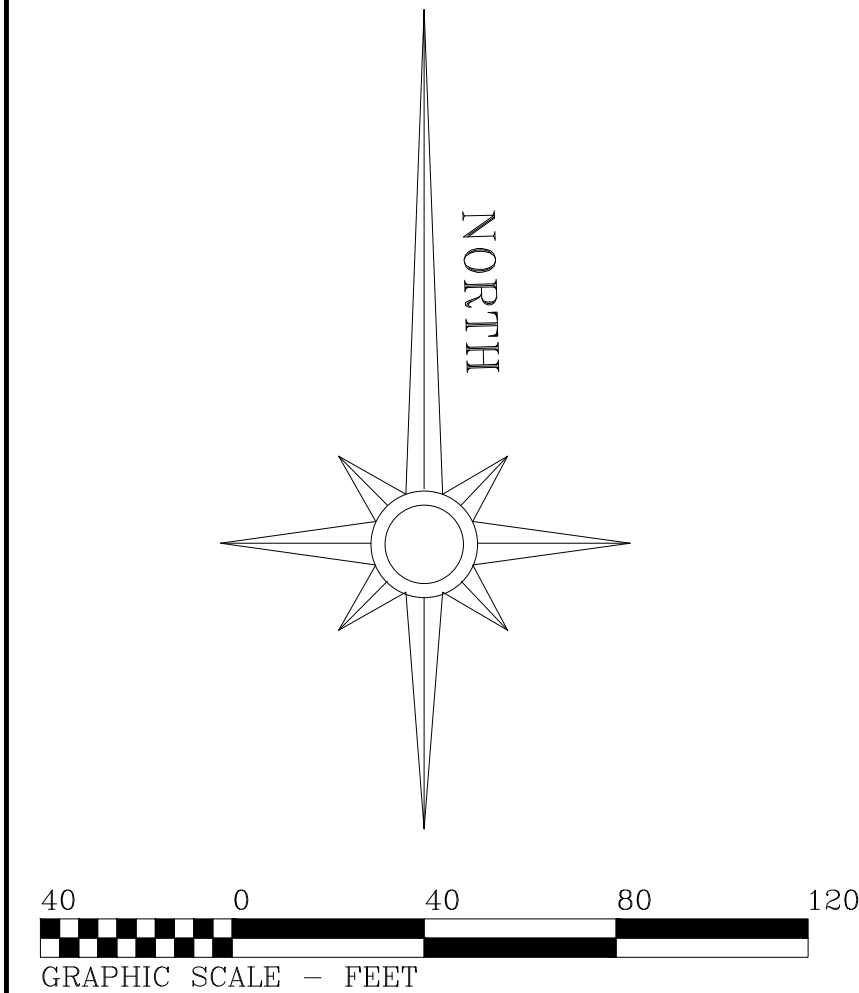
IN ORDER TO PREVENT BLIND INTERSECTIONS, NO FENCE SHALL BE BUILT TO EXTEND INTO THE TRIANGLE AREA FORMED BY THE EXTENSION OF THE CURB LINES TO A POINT 45 FEET FROM THE INTERSECTION OF TWO STREETS AND CONNECTING THE POINTS TO FORM A 45 DEGREE TRIANGLE.

THE CURRENT MINING AT THE TIME OF  
PLATTING IS PLANNED COMMERCIAL

EAASEMENT | EST | C | INCL | STATEMENT |

AN | P | BUC | TIL | INCL | DING | THE CIT | OF LAKE | TH | SHALL HA | E | THE  
 AN | P | TO | MO | E | AND | COM | M | E | D | ALL | PA | T | F | AN | BUILDING | FENCES |  
 SH | B | S | THE | G | TH | S | TH | IMP | E | M | E | N | T | S | HIGH | IN | AN | D | E |  
 AN | D | E | N | D | A | N | G | E |  
 I | N | T | E | F | E | E | THE | G | TH | C | N | S | T | R | U | C | T | I | O | N | MAINTENANCE | EFFICIENCY | F |  
 ITS | E | S | P | E | C | I | F | E | S | S | E | M | S | IN | AN | D | F | THE | E | A | S | E | M | E | N | T | S | SH | O | U | L | D | IN | THE | P | L | A | T |  
 EN | D | A | N | P | BUC | TIL | INCL | DING | THE CIT | F | LAKE | TH | SHALL HA | E |  
 THE | I | G | H | T | A | T | ALL | T | I | M | E | S | IN | C | O | N | T | I | N | U | O | U | S | E | S | S | T | AND | F | O | R | M | A | N | D | P | N |  
 S | A | I | D | E | A | S | E | M | E | N | T | S | F | O | R | THE | P | P | S | E | F | C | N | S | T | R | U | C | T | I | O | N | E | C | N | S | T | R | U | C | T | I | O | N |  
 I | N | S | P | E | C | T | I | O | N | P | A | T | R | O | L | L | I | N | G | MAINTAINING | AND | A | D | D | I | N | G | T | O | E | M | P | L | O | Y | I | N | G | ALL |  
 PA | T | F | O | F | ITS | E | S | P | E | C | I | F | E | S | S | E | M | S | I | N | T | H | A | T | THE | N | E | C | E | S | S | I | T | A | T | A | N | Y | T | I | M | E | F |  
 P | O | O | L | I | N | G | THE | P | E | R | M | I | S | S | I | O | N | F | A | N | D | N | E | E | D |

SITE ADDRESS  
3805 ADAM G  
LAKE TH TEXAS 76135



OWNER/DEVELOPER:

CITY OF LAKE WORTH  
3805 ADAM GRUBB  
LAKE WORTH, TEXAS 76135  
(817)-237-1211  
FAX (817)-237-1333

STATE OF TEXAS

[illegible]

LEGAL DESCRIPTION

BEING 2.098 [REDACTED] d [REDACTED] d [REDACTED] M.T. [REDACTED] NSEND S [REDACTED] E [REDACTED] A [REDACTED] N 1552.T [REDACTED] C [REDACTED] T [REDACTED] d [REDACTED] [REDACTED] L [REDACTED] B [REDACTED]  
 1.L [REDACTED] [REDACTED] M [REDACTED] C [REDACTED] d [REDACTED] d [REDACTED] C [REDACTED] L [REDACTED] [REDACTED] r [REDACTED] d [REDACTED] c [REDACTED] C [REDACTED] F [REDACTED] N [REDACTED] D211286203  
 [REDACTED] P [REDACTED] r [REDACTED] r [REDACTED] C [REDACTED] T [REDACTED] d [REDACTED] [REDACTED] d [REDACTED] d [REDACTED] C [REDACTED] L [REDACTED] [REDACTED] d [REDACTED] d [REDACTED] r [REDACTED] d [REDACTED] C [REDACTED]  
 F [REDACTED] N [REDACTED] D205033642 [REDACTED] [REDACTED] P [REDACTED] r [REDACTED] d [REDACTED] T [REDACTED] r [REDACTED] C [REDACTED] T [REDACTED] S [REDACTED] d 2.098 [REDACTED] [REDACTED] d [REDACTED] [REDACTED] [REDACTED] d [REDACTED] C [REDACTED]  
 [REDACTED] d [REDACTED] d [REDACTED] [REDACTED] [REDACTED]

BEGINNING 00 1/2 IN R D C R D "Britain C Crawford" S 0000000000 R R 00000 L 1 0000 d d 0000000000 0000000000  
0000000000000000 Ad G Dr 60 0000000000 d 0000000000000000 N r 0000000000 C r 0000000000 d 60  
000000000000000000000000 d P I N T F BEGINNING 0000000000 d d d 512 2 0000 N r d 2044 4 0000000000  
S 000000000000000000000000 T 0000000000 S r 0000000000

[illegible]

THENCE N 06° 02' 34" W 156.30' to the intersection of the line of the old ditch and the line of the old C. & L. Co. Tr. E. of the line of the old L. & S. Co. Tr. and 1/2" in the old "Brittain" Crawford N. of the line of the old L. & S. Co. Tr. S. of the line of the old Ar. & H. Co. d. and the line of the old C. & L. Co. Tr. N. of the line of the old P. & T. Co. d. and the line of the old T. & C. Co. Tr.

Arnold Hammett Tract, to a 1/2" iron rod marked "Brittain & Crawford" set in the West boundary line of the aforesaid Lot 1R;

[illegible]

1. **NAME** N 83° 58' 04" E 149° 18' 00" S  
 2. **DATE** 1998-01-10  
 3. **TIME** 10:00  
 4. **LOCATION** 83° 58' 04" N 149° 18' 00" W  
 5. **DEPTH** 1000  
 6. **WAVELENGTH** 1000  
 7. **WAVELENGTH** 1000  
 8. **WAVELENGTH** 1000  
 9. **WAVELENGTH** 1000  
 10. **WAVELENGTH** 1000  
 11. **WAVELENGTH** 1000  
 12. **WAVELENGTH** 1000  
 13. **WAVELENGTH** 1000  
 14. **WAVELENGTH** 1000  
 15. **WAVELENGTH** 1000  
 16. **WAVELENGTH** 1000  
 17. **WAVELENGTH** 1000  
 18. **WAVELENGTH** 1000  
 19. **WAVELENGTH** 1000  
 20. **WAVELENGTH** 1000  
 21. **WAVELENGTH** 1000  
 22. **WAVELENGTH** 1000  
 23. **WAVELENGTH** 1000  
 24. **WAVELENGTH** 1000  
 25. **WAVELENGTH** 1000  
 26. **WAVELENGTH** 1000  
 27. **WAVELENGTH** 1000  
 28. **WAVELENGTH** 1000  
 29. **WAVELENGTH** 1000  
 30. **WAVELENGTH** 1000  
 31. **WAVELENGTH** 1000  
 32. **WAVELENGTH** 1000  
 33. **WAVELENGTH** 1000  
 34. **WAVELENGTH** 1000  
 35. **WAVELENGTH** 1000  
 36. **WAVELENGTH** 1000  
 37. **WAVELENGTH** 1000  
 38. **WAVELENGTH** 1000  
 39. **WAVELENGTH** 1000  
 40. **WAVELENGTH** 1000  
 41. **WAVELENGTH** 1000  
 42. **WAVELENGTH** 1000  
 43. **WAVELENGTH** 1000  
 44. **WAVELENGTH** 1000  
 45. **WAVELENGTH** 1000  
 46. **WAVELENGTH** 1000  
 47. **WAVELENGTH** 1000  
 48. **WAVELENGTH** 1000  
 49. **WAVELENGTH** 1000  
 50. **WAVELENGTH** 1000  
 51. **WAVELENGTH** 1000  
 52. **WAVELENGTH** 1000  
 53. **WAVELENGTH** 1000  
 54. **WAVELENGTH** 1000  
 55. **WAVELENGTH** 1000  
 56. **WAVELENGTH** 1000  
 57. **WAVELENGTH** 1000  
 58. **WAVELENGTH** 1000  
 59. **WAVELENGTH** 1000  
 60. **WAVELENGTH** 1000  
 61. **WAVELENGTH** 1000  
 62. **WAVELENGTH** 1000  
 63. **WAVELENGTH** 1000  
 64. **WAVELENGTH** 1000  
 65. **WAVELENGTH** 1000  
 66. **WAVELENGTH** 1000  
 67. **WAVELENGTH** 1000  
 68. **WAVELENGTH** 1000  
 69. **WAVELENGTH** 1000  
 70. **WAVELENGTH** 1000  
 71. **WAVELENGTH** 1000  
 72. **WAVELENGTH** 1000  
 73. **WAVELENGTH** 1000  
 74. **WAVELENGTH** 1000  
 75. **WAVELENGTH** 1000  
 76. **WAVELENGTH** 1000  
 77. **WAVELENGTH** 1000  
 78. **WAVELENGTH** 1000  
 79. **WAVELENGTH** 1000  
 80. **WAVELENGTH** 1000  
 81. **WAVELENGTH** 1000  
 82. **WAVELENGTH** 1000  
 83. **WAVELENGTH** 1000  
 84. **WAVELENGTH** 1000  
 85. **WAVELENGTH** 1000  
 86. **WAVELENGTH** 1000  
 87. **WAVELENGTH** 1000  
 88. **WAVELENGTH** 1000  
 89. **WAVELENGTH** 1000  
 90. **WAVELENGTH** 1000  
 91. **WAVELENGTH** 1000  
 92. **WAVELENGTH** 1000  
 93. **WAVELENGTH** 1000  
 94. **WAVELENGTH** 1000  
 95. **WAVELENGTH** 1000  
 96. **WAVELENGTH** 1000  
 97. **WAVELENGTH** 1000  
 98. **WAVELENGTH** 1000  
 99. **WAVELENGTH** 1000  
 100. **WAVELENGTH** 1000  
 101. **WAVELENGTH** 1000  
 102. **WAVELENGTH** 1000  
 103. **WAVELENGTH** 1000  
 104. **WAVELENGTH** 1000  
 105. **WAVELENGTH** 1000  
 106. **WAVELENGTH** 1000  
 107. **WAVELENGTH** 1000  
 108. **WAVELENGTH** 1000  
 109. **WAVELENGTH** 1000  
 110. **WAVELENGTH** 1000  
 111. **WAVELENGTH** 1000  
 112. **WAVELENGTH** 1000  
 113. **WAVELENGTH** 1000  
 114. **WAVELENGTH** 1000  
 115. **WAVELENGTH** 1000  
 116. **WAVELENGTH** 1000  
 117. **WAVELENGTH** 1000  
 118. **WAVELENGTH** 1000  
 119. **WAVELENGTH** 1000  
 120. **WAVELENGTH** 1000  
 121. **WAVELENGTH** 1000  
 122. **WAVELENGTH** 1000  
 123. **WAVELENGTH** 1000  
 124. **WAVELENGTH** 1000  
 125. **WAVELENGTH** 1000  
 126. **WAVELENGTH** 1000  
 127. **WAVELENGTH** 1000  
 128. **WAVELENGTH** 1000  
 129. **WAVELENGTH** 1000  
 130. **WAVELENGTH** 1000  
 131. **WAVELENGTH** 1000  
 132. **WAVELENGTH** 1000  
 133. **WAVELENGTH** 1000  
 134. **WAVELENGTH** 1000  
 135. **WAVELENGTH** 1000  
 136. **WAVELENGTH** 1000  
 137. **WAVELENGTH** 1000  
 138. **WAVELENGTH** 1000  
 139. **WAVELENGTH** 1000  
 140. **WAVELENGTH** 1000  
 141. **WAVELENGTH** 1000  
 142. **WAVELENGTH** 1000  
 143. **WAVELENGTH** 1000  
 144. **WAVELENGTH** 1000  
 145. **WAVELENGTH** 1000  
 146. **WAVELENGTH** 1000  
 147. **WAVELENGTH** 1000  
 148. **WAVELENGTH** 1000  
 149. **WAVELENGTH** 1000  
 150. **WAVELENGTH** 1000  
 151. **WAVELENGTH** 1000  
 152. **WAVELENGTH** 1000  
 153. **WAVELENGTH** 1000  
 154. **WAVELENGTH** 1000  
 155. **WAVELENGTH** 1000  
 156. **WAVELENGTH** 1000  
 157. **WAVELENGTH** 1000  
 158. **WAVELENGTH** 1000  
 159. **WAVELENGTH** 1000  
 160. **WAVELENGTH** 1000  
 161. **WAVELENGTH** 1000  
 162. **WAVELENGTH** 1000  
 163. **WAVELENGTH** 1000  
 164. **WAVELENGTH** 1000  
 165. **WAVELENGTH** 1000  
 166. **WAVELENGTH** 1000  
 167. **WAVELENGTH** 1000  
 168. **WAVELENGTH** 1000  
 169. **WAVELENGTH** 1000  
 170. **WAVELENGTH** 1000  
 171. **WAVELENGTH** 1000  
 172. **WAVELENGTH** 1000  
 173. **WAVELENGTH** 1000  
 174. **WAVELENGTH** 1000  
 175. **WAVELENGTH** 1000  
 176. **WAVELENGTH** 1000  
 177. **WAVELENGTH** 1000  
 178. **WAVELENGTH** 1000  
 179. **WAVELENGTH** 1000  
 180. **WAVELENGTH** 1000  
 181. **WAVELENGTH** 100

THENCE S 06° 03' 57" E 541.85 [REDACTED] E [REDACTED] d r [REDACTED] L [REDACTED] Ad [REDACTED] Gr  
Dr [REDACTED] P INT F BEGINNING [REDACTED] 2.098 [REDACTED] 91.378 [REDACTED]

N O O T H E E F E K N O O A L L M E N B O T H E S E P E S E N T S

THAT THE CITY OF LAKE THOMAS BLACK LOTS 1 & 2 LAKE THOMAS MUNICIPAL COMPLEX AND CITY

ITNESS M HAND L r T rr C T d 2017

CITY OF LAKE WORTH


  
 B    r B    M  r

STATE OF TEXAS

COUNTY OF TARRANT

[illegible]

GIEN ENDE M HAND AND SEAL F FFICE d 2017

Nördliche Prädator  
 Tertiäre Säugetiere  
 Mittel- und Ost-Europa

THIS IS TO CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT ON WHICH THIS CERTIFICATE IS BASED.



CHRIS L. BLEVINS  
5792  
CH OIS L BLE INS P L S  
S T N 5792

FINAL PLAT  
**BLOCK 1, LOT 1R1**  
**LAKE WORTH MUNICIPAL COMPLE**  
 AN ADDITION TO THE CITY OF LAKE WORTH  
 BEING A REVISION OF  
**BLOCK 1, LOT 1R**  
**LAKE WORTH MUNICIPAL COMPLEX**  
 AS RECORDED IN COUNTY CLERK FILE NUMBER D211286203,  
 LAKE WORTH, TARRANT COUNTY, TEXAS

THIS PLAT FILED IN INSTRUMENT No. \_\_\_\_\_, DATE\_\_\_\_\_.



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp.,  
GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL,  
Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong),  
swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS  
User Community

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

**FINAL PLAT REQUEST**

The Planning and Zoning Commission of the City of Lake Worth, Texas, will conduct the first of two public hearings at **6:30 p.m. on Tuesday, May 23, 2017**, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider recommendations to the City Council regarding the proposed final plat being all of Block 1, Lot 1R, Lake Worth Municipal Complex, an addition to the City of Lake Worth, Tarrant County, Texas, according to the plat thereof recorded under Instrument Number D211286203, and Abstract 1552, Tract 221, Moses Townsend Survey of the plat records of Tarrant County, Texas. The proposed final plat's new legal description will be Block 1, Lot 1R1, Lake Worth Municipal Complex, commonly known as 3805 Adam Grubb, Lake Worth, Texas. The City Council will conduct a second Public Hearing at **6:30 p.m. on Tuesday, June 13, 2017**, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider. All interested parties are encouraged to attend.



**Lisa Waldron  
4516 Washburn Avenue  
Fort Worth, Texas 76107**

**County of Tarrant  
100 E. Weatherford Street  
Fort Worth, Texas 76102**

**Lake Worth ISD  
6805 Telephone Road  
Lake Worth, Texas 76135**

**Petra Ramirez Etal  
6705 Basswood Drive  
Fort Worth, Texas 76135**

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

**Ricky Leamon Hood  
6712 Charbonneau Road  
Lake Worth, Texas 76135**

**Maria M. Alvarez  
3800 Merrett Drive  
Lake Worth, Texas 76135**

**Marc A. Nilsson  
808 Longhorn Road  
Saginaw, Texas 76179**

**Milton R. Tucker  
228 Lakeside Oaks Circle  
Fort Worth, Texas 76135**

**Big Hearts Ltd.  
1001 NW Tuscany Drive  
Port Saint Lucie, FL 34986**

**Arnold Hammett  
3616 Roberts Cut Off Road  
Fort Worth, Texas 76114**

**George Shaw  
6723 Telephone Road  
Lake Worth, Texas 76135**

**Delores L. Mauldin  
6101 Old Denton Rd. Apt #211  
Fort Worth, Texas 76131**

**Southwestern Bell  
1010 Pine 9E-L-01  
Saint Louis, MO 63101**

**Carroll Family Inv #2 Ltd  
2340 Interstate 20 W, Suite #100  
Arlington, Texas 76017**

**Dwayne E. Beeler  
6717 Telephone Road  
Lake Worth, Texas 76135**

Agenda Item No. F.1

---

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

**Item:** Discuss and approve repayment structure related to 2008 Certificates of Obligation refunding.

**Summary:**

The original amount of debt issued with the 2008 Certificates of Obligation (“CO’s”) was \$10,300,000. Of that amount, \$8,680,000 remains unpaid and is eligible to be called and refunded, a process through which the City would issue new debt to pay off old debt, realize a reduced interest rate due to current economic conditions, and thus reduce the overall expense of repayment of the debt. The current average interest rate on the debt is 5.294%. The interest rates for the refunding options under consideration range from 2.81% to 3.26%, with overall estimated savings ranging from \$1,630,879 to \$3,110,745. These savings are net of the cost of refunding. FirstSouthwest, the City’s financial advisors, will be handling the refunding of the 2008 CO’s. Nick Bulaich has provided several documents that demonstrate the effect of the refunding based on several repayment structuring options and will be in attendance at the Council meeting to address any questions. After review of the scenarios presented, staff favors scenario #3 which provides for early payoff with the lowest true interest rate and the most savings.

In order for the City to take advantage of “bank qualified rates” on the refunding there would be a calendar year limit of \$10,000,000 in tax-exempt debt that can be issued by the City, including the potential 2017 refunding bonds. With this refunding, the City would be limited to additional tax-exempt debt issuance in the amount of \$1,320,000 until after January 1, 2018.

**Fiscal Impact:**

1. \$1,630,879 to \$3,110,745 - debt repayment savings over the next 17 years

**Attachments:**

2. Market Update and Potential Refunding Discussion document prepared by Nick Bulaich of FirstSouthwest.

**Recommended Motion or Action:**

Direct staff regarding which repayment structure to utilize in refunding the 2008 CO’s.



#### Contacts

Boyd London

1201 Elm Street

Suite 3500

Dallas, Texas 75270

214.953.4013

Boyd.london@hilltopsecurities.com

Nick Bulaich

777 Main Street

Suite 1200

Fort Worth, Texas 76102

817.332.9710

nick.bulaich@hilltopsecurities.com

Market Update and Potential Refunding Discussion

June 13, 2017

City of Lake Worth, Texas

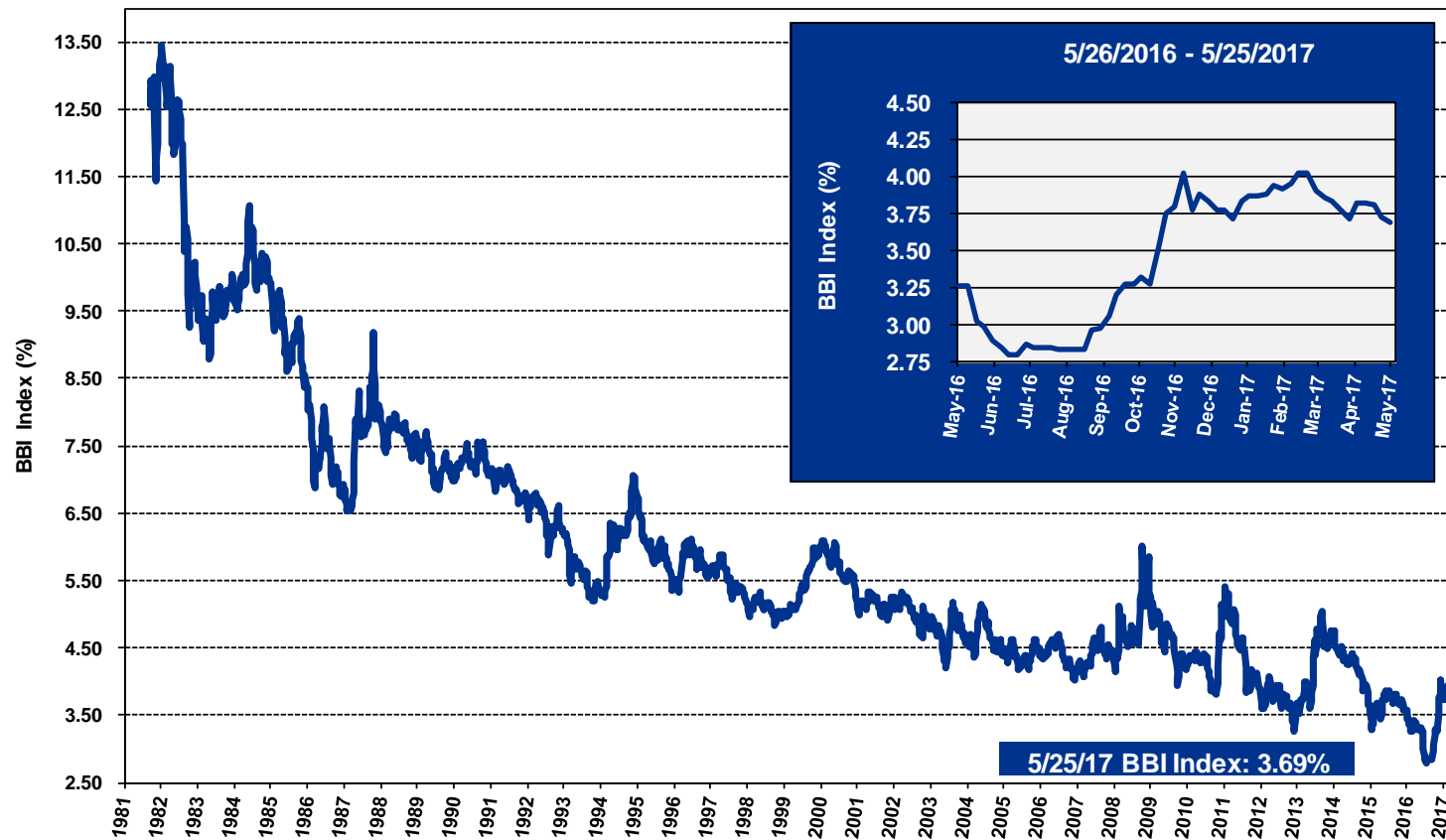
# Presentation Topics

---

- Market Conditions
- Bond Issue to be Refunded
- Refunding Information and Scenarios
- Projected Timetable

# Interest Rate Analysis – Bond Buyers Index

**Bond Buyer 20 Year GO Index**  
September 1981 - May 25, 2017



**Bond Buyer 20 Year GO Index is a weekly index estimating the composite yield on 20 general obligation bonds rated "A" or better.**

*This graph depicts historical interest rates. Future interest rates are dependent upon many factors such as, but not limited to, interest rate trends, tax rates, the supply and demand of short term securities, changes in laws, rules and regulations, as well as changes in credit quality and rating agency considerations. The effect of changes in such factors individually or in any combination could materially affect the relationships and effective interest rates. These results should be viewed with these potential changes in mind as well as the understanding that there may be interruptions in the short term market or no market may exist at all.*

## Bond Issue to be Refunded (“Refinanced”)

	Series 2008 C/O
Callable Principal Amount:	\$8,680,000
Maturities:	2019-2034
Interest Rate Range:	4.25% - 5.75%
Average Interest Rate:	5.294%
Call Date:	10/1/2018
Final Maturity:	10/1/2034

# Refunding (Refinancing) Scenarios

1	2	3	4	5	6	7	8
Year Ending	Old Debt Service	<u>Level Savings</u>		<u>Accelerated Payment</u>		<u>Early Payoff</u>	
		New Debt Service	Savings*	New Debt Service	Savings*	New Debt Service	Savings*
12/31/2017	\$ 226,997	\$ 226,997	\$ (0)	\$ 226,997	\$ (0)	\$ 226,997	\$ (0)
12/31/2018	453,994	356,275	97,719	553,130	(99,136)	551,659	(97,665)
12/31/2019	653,994	556,160	97,834	753,603	(99,609)	752,113	(98,119)
12/31/2020	645,494	551,108	94,386	838,713	(193,219)	837,115	(191,621)
12/31/2021	636,744	538,705	98,039	836,230	(199,486)	839,475	(202,731)
12/31/2022	627,744	531,460	96,284	943,275	(315,531)	941,205	(313,461)
12/31/2023	618,494	524,215	94,279	941,383	(322,889)	944,155	(325,661)
12/31/2024	608,994	511,970	97,024	943,860	(334,866)	941,318	(332,324)
12/31/2025	979,494	884,883	94,611	940,550	38,944	942,850	36,644
12/31/2026	970,494	875,825	94,669	521,610	448,884	1,243,595	(273,101)
12/31/2027	970,494	873,378	97,116	518,288	452,206	1,243,628	(273,134)
12/31/2028	978,994	880,200	98,794	524,600	454,394	1,237,200	(258,206)
12/31/2029	980,469	883,600	96,869	528,800	451,669	530,400	450,069
12/31/2030	984,644	890,800	93,844	532,200	452,444	-	984,644
12/31/2031	996,231	901,600	94,631	544,800	451,431	-	996,231
12/31/2032	999,656	905,800	93,856	551,200	448,456	-	999,656
12/31/2033	1,005,581	908,600	96,981	551,600	453,981	-	1,005,581
12/31/2034	1,003,944	910,000	93,944	551,200	452,744	-	1,003,944
	14,342,453	12,711,574	\$ 1,630,879	11,802,037	\$ 2,540,416	11,231,708	\$ 3,110,745

True Interest Cost (TIC)\*:

3.26%

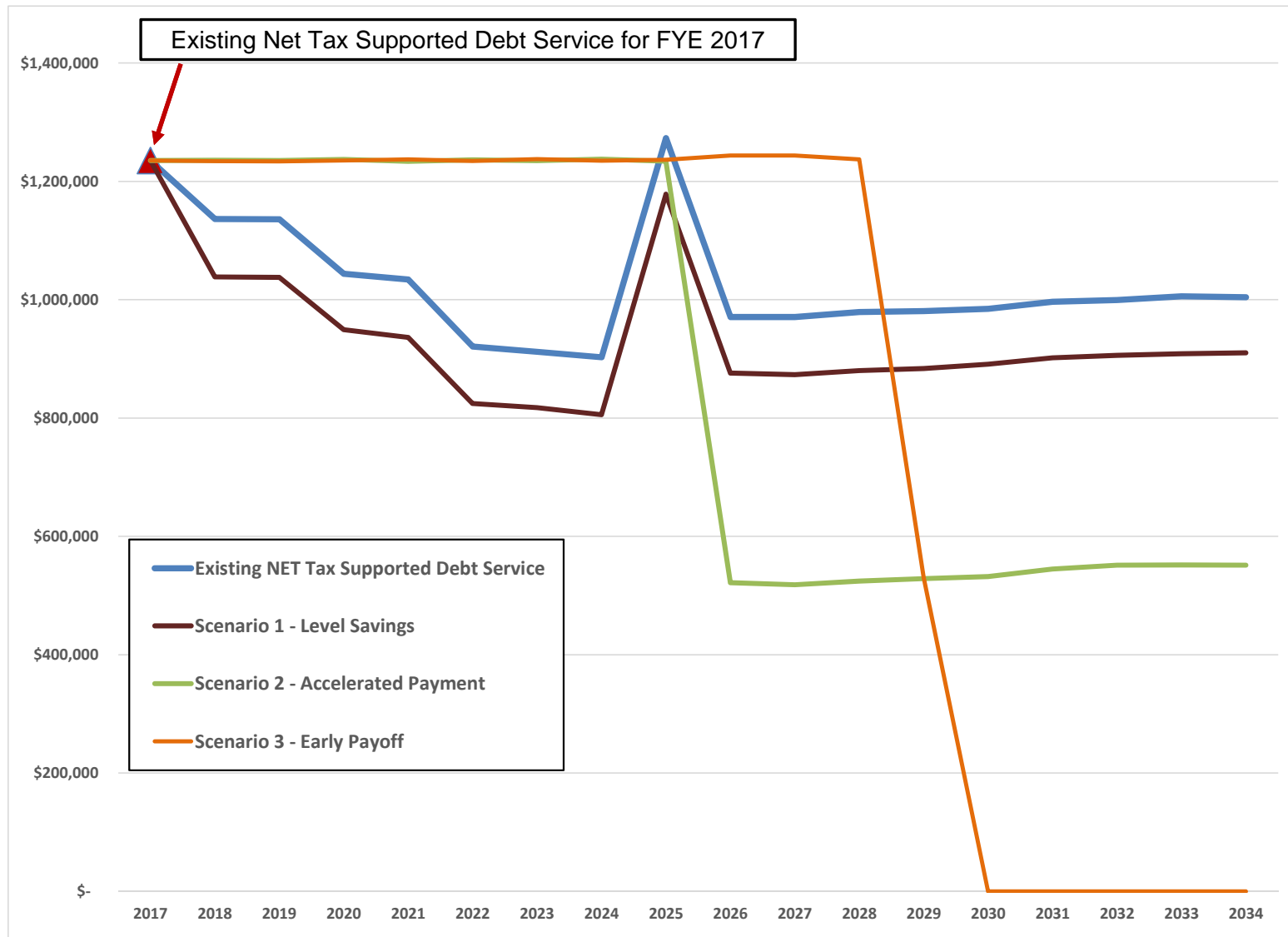
3.06%

2.81%

- ❑ Average Interest Rate on Refunded Bonds: **5.294%**
- ❑ Final Maturity **NOT** Extended
- ❑ Savings are **AFTER** any and all transaction costs (*i.e. no 'out of pocket' costs*)

\* - Interest Rate Scale as of May 24, 2017 + 0.20%

# Refunding (Refinancing) Scenarios – Overall Impact



CITY OF LAKE WORTH, TEXAS



# Estimated Timetable

May-17						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Jun-17						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Jul-17						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Aug-17						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Complete By	Day	Event
31-May-17	Wednesday	Draft Official Statement distributed to the City and Bond Counsel for comments
7-Jun-17	Wednesday	FirsSouthwest receives comments on Official Statement
12-Jun-17	Monday	Distribute POS to Rating Agency
Week of June 19th - 23rd		Rating Conference Call/Meeting
3-Jul-17	Monday	Receive Rating
3-Jul-17	Monday	Electronically mail Notice of Sale and Official Statement to Potential Purchasers
11-Jul-17	Tuesday	Pricing
<b>11-Jul-17</b>	<b>Tuesday</b>	<b>City Council considers Ordinance authorizing issuance of the Bonds</b>
10-Aug-17	Thursday	Bonds Closing and Delivery of Funds to Escrow Account

## Lake Worth Regular City Council Meeting – June 13, 2017

### Agenda Item No. F.2

---

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

**Item:** Discuss and consider approval of upgrades to the Verizon antennas on the Lake Worth Water Tower, located at 4200 Boat Club Road.

**Summary:**

Verizon contacted staff about upgrades to their antennas located on the water tower. The scope of work is as follows:

1. Change out six (6) existing antennas for six (6) new model antenna;
2. Add three (3) RHHs (remote radio heads) to the existing antenna; and
3. Add three (3) OVP raycap boxes along with three (3) 1-1/4" hybrid cables to connect OVP raycaps.

In 2012 Verizon added three (3) new antenna, making a total of 9. The current request is for three (3) additional, for a total of 12.

Per the City's contract with Verizon the Lessee reserves the right to replace the equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower. Furthermore, Verizon shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not during the term of this Agreement.

These plans and specifications have been reviewed by the City Engineer, for extra loading purposes, and were approved accordingly.

**Fiscal Impact:**

N/A

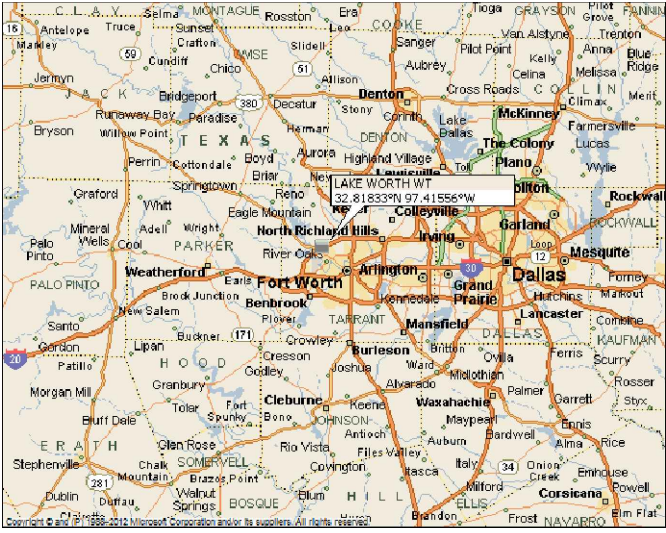
**Attachments:**

1. Verizon Project Information Sheet
2. Verizon Structural Analysis
3. Verizon Lease Agreement

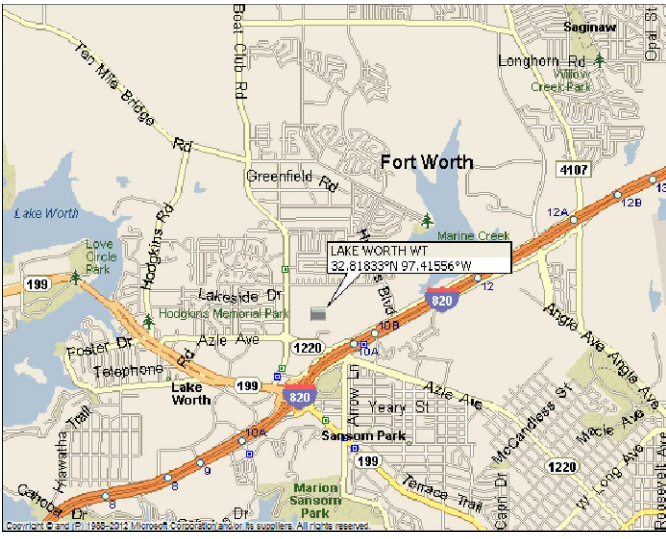
**Recommended Motion or Action:**

Move to approve upgrades to the Verizon antennas on the Lake Worth Water Tower, located at 4200 Boat Club Road.

LOCATION MAP



VICINITY MAP



BUILDING CODES

CONTRACTOR'S WORK SHALL COMPLY WITH NATIONAL, STATE & LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION FOR THE LOCATION.

CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

- AMERICAN CONCRETE INSTITUTE 318
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION MANUAL OF STEEL CONSTRUCTION
- TELECOMMUNICATIONS INDUSTRY ASSOCIATION TIA-222
- STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND SUPPORTING STRUCTURES TIA-601
- COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS
- INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS IEEE-81, IEEE 1100, IEEE C62.41
- ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS -
- TELECOM, ENVIRONMENTAL PROTECTION
- 2012 INTERNATIONAL BUILDING CODE
- 2014 NEC
- FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN.

SITE NAME:

LAKE WORTH WT

LOCATION CODE:

104624

PREPARED FOR:

verizon

PREPARED BY:



2400 AUGUSTA DRIVE  
SUITE 406  
HOUSTON, TX 77057  
678-280-2325

PROJECT INFORMATION

SITE ADDRESS: 4200 BOAT CLUB ROAD  
FORT WORTH, TX 76135

LATITUDE: 32° 49' 6.0"  
LONGITUDE: -97° 24' 56.0"  
ELEVATION: N/A

JURISDICTION: TARRANT COUNTY  
TOWER OWNER: CITY OF LAKE WORTH  
3805 ADAM GRUBB  
LAKE WORTH, TX 76135  
817-237-1211

APPLICANT: VERIZON WIRELESS  
1301 SOLANA BLVD., BUILDING 2  
SUITE 2400  
WESTLAKE, TX 76262  
NINA GUNDLACH, 210-339-2609

ENGINEER: P. MARSHALL & ASSOCIATES  
2400 AUGUSTA DRIVE, SUITE 406  
HOUSTON, TX 77057  
PATRICK W MARSHALL, P.E.  
678-280-2325

POWER: ONCOR  
TELCO: AT&T

DRAWING INDEX

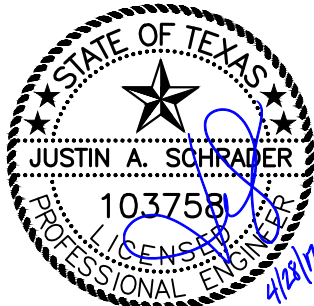
- |     |  |
|-----|--|
| T-1 | TITLE SHEET & PROJECT INFORMATION                  |
| C-1 | GENERAL NOTES                                      |
| C-2 | OVERALL SITE PLAN                                  |
| C-3 | DETAILED SITE PLAN                                 |
| C-4 | TOWER ELEVATION                                    |
| C-5 | EXISTING ANTENNA ORIENTATION & CONFIGURATION TABLE |
| C-6 | FINAL ANTENNA ORIENTATION & CONFIGURATION TABLE    |
| C-7 | ANTENNA MOUNT DETAIL                               |
| C-8 | SMCO RF DESIGN                                     |
| C-9 | PLUMBING DIAGRAM                                   |
| E-1 | GENERAL ELECTRICAL & GROUNDING NOTES               |
| E-2 | ELECTRICAL & GROUNDING SITE PLAN                   |
| E-3 | GROUNDING DETAILS                                  |

SCOPE OF WORK

- REMOVE (3) CSS X7C-665-6 PANEL ANTENNAS
- REMOVE (3) AMPHENOL BXA-171063-12CF PANEL ANTENNAS
- INSTALL (6) ANDREW SBNHH-1D65C PANEL ANTENNAS
- INSTALL (3) RRH60W-700 RRHs (ANTENNA LEVEL)
- INSTALL (3) 6-CIRCUT RAYCAP OVPs (ANTENNA LEVEL)
- INSTALL (3) 6-CIRCUT RAYCAP OVPs (EQUIPMENT LEVEL)
- INSTALL (3) 1 1/4" HYBRID FIBER/DC CABLES
- INSTALL (3) 1X1 HYBRID FIBER JUMPERS FOR 700 LTE RRHs



CALL BEFORE YOU DIG  
TEXAS ONE-CALL  
811 or 1-800-545-6005  
<http://www.texas811.org/>



FIRM REGISTRATION #: 13897

verizon



P. MARSHALL &  
ASSOCIATES

LAKE WORTH\_WT

4200 BOAT CLUB ROAD  
FORT WORTH, TX

LOCATION CODE:

104624

NO.	DATE	DESCRIPTION:
0	4/14/17	PRELIM ISSUE
1	4/28/17	CONSTRUCTION & PERMIT ISSUE

DESIGNED: CTW	JOB #:
DRAWN: CGK	VWNT17-027
CHECKED: PWM	

TITLE SHEET &  
PROJECT  
INFORMATION

T-1

GENERAL NOTES:

1. THE GENERAL CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.
2. IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETED INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORM WORK, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL ORDINANCES, TO SAFELY EXECUTE ALL WORK AND SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.
3. THE CONTRACTOR SHALL USE ADEQUATE NUMBER OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND METHOD NEEDED FOR PROPER PERFORMANCE OF THE WORK.
4. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.
5. SITE GROUNDING SHALL COMPLY WITH VERIZON WIRELESS GROUNDING STANDARDS, LATEST EDITION, AND COMPLY WITH VERIZON WIRELESS GROUNDING CHECKLIST, LATEST VERSION. WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT THEY SHALL GOVERN.
6. ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION. IF TEMPORARY LIGHTING AND MARKING IS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION (FAA), IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE NECESSARY LIGHTS AND NOTIFY THE PROPER AUTHORITIES IN THE EVENT OF A PROBLEM.
7. ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES AND ORDINANCES. THE MOST STRINGENT CODE WILL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS.
8. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
9. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AMPLE NOTICE TO THE BUILDING INSPECTION DEPARTMENT TO SCHEDULE THE REQUIRED INSPECTIONS. A MINIMUM OF 24 HOURS OF NOTICE SHALL BE GIVEN AND THE BUILDING INSPECTION DEPARTMENTS HAVE REQUESTED THAT GROUPS OF TWO OR THREE SITES BE SCHEDULED AT ONE TIME IF POSSIBLE.
10. CONSTRUCTION MANAGER WILL CONFIRM FAA APPROVAL OF TOWER LOCATION BY ISSUING TOWER RELEASE FORM. NO TOWER SHALL BE CONSTRUCTED UNTIL THE TOWER RELEASE FORM IS ISSUED TO THE CONTRACTOR.
11. THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE FINAL RF DESIGN AND TOWER STRUCTURAL ANALYSIS. CONTRACTOR IS RESPONSIBLE FOR REVIEW OF TOTAL BID PACKAGE PRIOR TO BID SUBMITTAL.
12. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.
13. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
14. CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO PROPERTY OUTSIDE THE LEASE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR.
15. ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.
16. SEEDING AND MULCHING OF THE SITE SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE SITE DEVELOPMENT. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING AN ADEQUATE COVER OF VEGETATION OVER THE SITE FOR A ONE YEAR PERIOD.
17. PERMITS: OBTAIN AND PAY FOR REQUIRED PERMITS, LICENSES, FEES, INSPECTIONS, ETC.
18. RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED. RECORD CHANGES ON A CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.
19. THE CONTRACTOR SHALL VISIT THE SITE BEFORE BIDDING ON THE WORK CONTAINED IN THIS DESIGN PACKAGE.

EXCAVATION & GRADING NOTES:

1. ALL CUT AND FILL SLOPES SHALL BE 3 : 1 MAXIMUM.
2. ALL EXCAVATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL AND BE FREE FROM LOOSE MATERIAL AND EXCESS GROUND WATER. DEWATERING FOR EXCESS GROUND WATER SHALL BE PROVIDED IF REQUIRED.
3. CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL. IF SOUND SOIL IS NOT REACHED AT THE DESIGNATED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION.
4. ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OF CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS.
5. AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE, AND BEFORE BACK FILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH.
6. BACK FILL SHALL BE:

- APPROVED MATERIALS CONSISTING OF EARTH, LOAM, SANDY CLAY, SAND, GRAVEL, OR SOFT SHALE;

- FREE FROM CLODS OR STONES OVER 2-1/2" MAXIMUM DIMENSIONS;

- IN LAYERS AND COMPACTED.
7. SITE FILL MATERIAL AND FOUNDATION BACK FILL SHALL BE PLACED IN LAYERS, MAXIMUM 6" DEEP BEFORE COMPACTION. EACH LAYER SHALL BE SPRINKLED IF REQUIRED AND COMPACTED BY HAND OPERATED OR MACHINE TAMPERS TO 95% OF MAXIMUM DENSITY, AT THE OPTIMUM MOISTURE CONTENT 2% AS DETERMINED BY ASTM DESIGNATION D-698, UNLESS OTHERWISE APPROVED. SUCH BACK FILL SHALL NOT BE PLACED BEFORE 3 DAYS AFTER PLACEMENT OF CONCRETE.
8. THE FOUNDATION AREA SHALL BE GRADED TO PROVIDE WATER RUNOFF AND PREVENT WATER FROM STANDING. THE FINAL GRADE SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE FOUNDATION AND SHALL THEN BE COVERED WITH 4" DEEP COMPACTED STONE OR GRAVEL.
9. CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL CITY, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE SUCH MEASURES AS SILT FENCES, STAW BALE SEDIMENT BARRIERS AND CHECK DAMS.
10. FILL PREPARATION:

REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE PRIOR TO PLACING FILLS. PLOW STRIP OR BREAK UP SLOPED SURFACES STEEPER THAT 1 VERTICAL TO 4 HORIZONTAL SO FILL MATERIAL WILL BOND WITH EXISTING SURFACE. WHEN SUBGRADE OR EXISTING GROUND SURFACE TO RECEIVE FILL HAS A DENSITY LESS THAN THAT REQUIRED FOR FILL, BREAK UP GROUND SURFACE TO DEPTH REQUIRED, PULVERIZE, MOISTURE-CONDITION OR AERATE SOIL AND RECOMPACT TO REQUIRED DENSITY.
11. REPLACE THE EXISTING WEARING SURFACE ON AREAS WHICH HAVE BEEN DAMAGED OR REMOVED DURING CONSTRUCTION OPERATIONS. SURFACE SHALL BE REPLACE TO MATCH EXISTING ADJACENT SURFACING AND SHALL BE OF THE SAME THICKNESS. NEW SURFACE SHALL BE FREE FROM CORRUGATIONS AND WAVES. EXISTING SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED IF INJURIOUS AMOUNTS OF EARTH, ORGANIC MATERIAL, OF OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ALL ADDITIONAL RESURFACING MATERIAL AS REQUIRED. BEFORE SURFACING IS REPLACED, SUBGRADE SHALL BE GRADED TO CONFORM TO REQUIRED SUBGRADE ELEVATIONS, AND LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED. DEPRESSIONS IN THE SUBGRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. SURFACING SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE.
12. PROTECT EXISTING SURFACING AND SUBGRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS. REPAIR DAMAGE TO EXISTING GRAVEL SURFACING OR SUBGRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTOR'S OPERATIONS. DAMAGED GRAVEL SURFACING SHALL BE RESTORED TO MATCH THE ADJACENT UNDAMAGED GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS.
13. DAMAGE TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED / REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.
14. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNER'S OPERATIONS.
15. ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION.
16. RIPRAP SHALL BE CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY, AND FREE OF ANY DETRIMENTAL QUANTITY OF SOFT, FRIABLE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC MATTER, OIL, ALKALI, OR OTHER DELETERIOUS SUBSTANCE.

LEGEND

- X—

—550—

— - - —

— - - —

- - - - -

X

X

G

FENCE

CONTOUR LINE

PROPERTY LINE / ROW

LEASE AREA

EASEMENT

DISCONNECT SWITCH

METER

CIRCUIT BREAKER

CODED NOTE NUMBER

CHEMICAL GROUND ROD

GROUND ROD

GROUND ROD WITH INSPECTION SLEEVE

CADWELD TYPE CONNECTION

COMPRESSION TYPE CONNECTION

GROUND WIRE
- 
- 
- P. MARSHALL &  
ASSOCIATES
- LAKE WORTH\_WT
- 4200 BOAT CLUB ROAD  
FORT WORTH, TX
- LOCATION CODE:
- 104624
- | NO. | DATE    | DESCRIPTION:                |
|-----|---------|-----------------------------|
| 0   | 4/14/17 | PRELIM ISSUE                |
| 1   | 4/28/17 | CONSTRUCTION & PERMIT ISSUE |
|     |         |                             |
|     |         |                             |
|     |         |                             |
|     |         |                             |
|     |         |                             |
|     |         |                             |
|     |         |                             |
|     |         |                             |
|     |         |                             |
- |           |     |            |
|-----------|-----|------------|
| DESIGNED: | CTW | JOB #:     |
| DRAWN:    | CGK | VWNT17-027 |
| CHECKED:  | PWM |            |
- 
- FIRM REGISTRATION #: 13897
- GENERAL  
NOTES
- C-1





P. MARSHALL &  
ASSOCIATES

LAKE WORTH\_WT

4200 BOAT CLUB ROAD  
FORT WORTH, TX

LOCATION CODE:  
**104624**

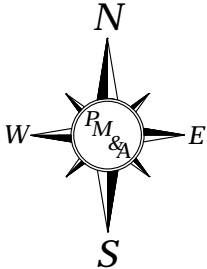
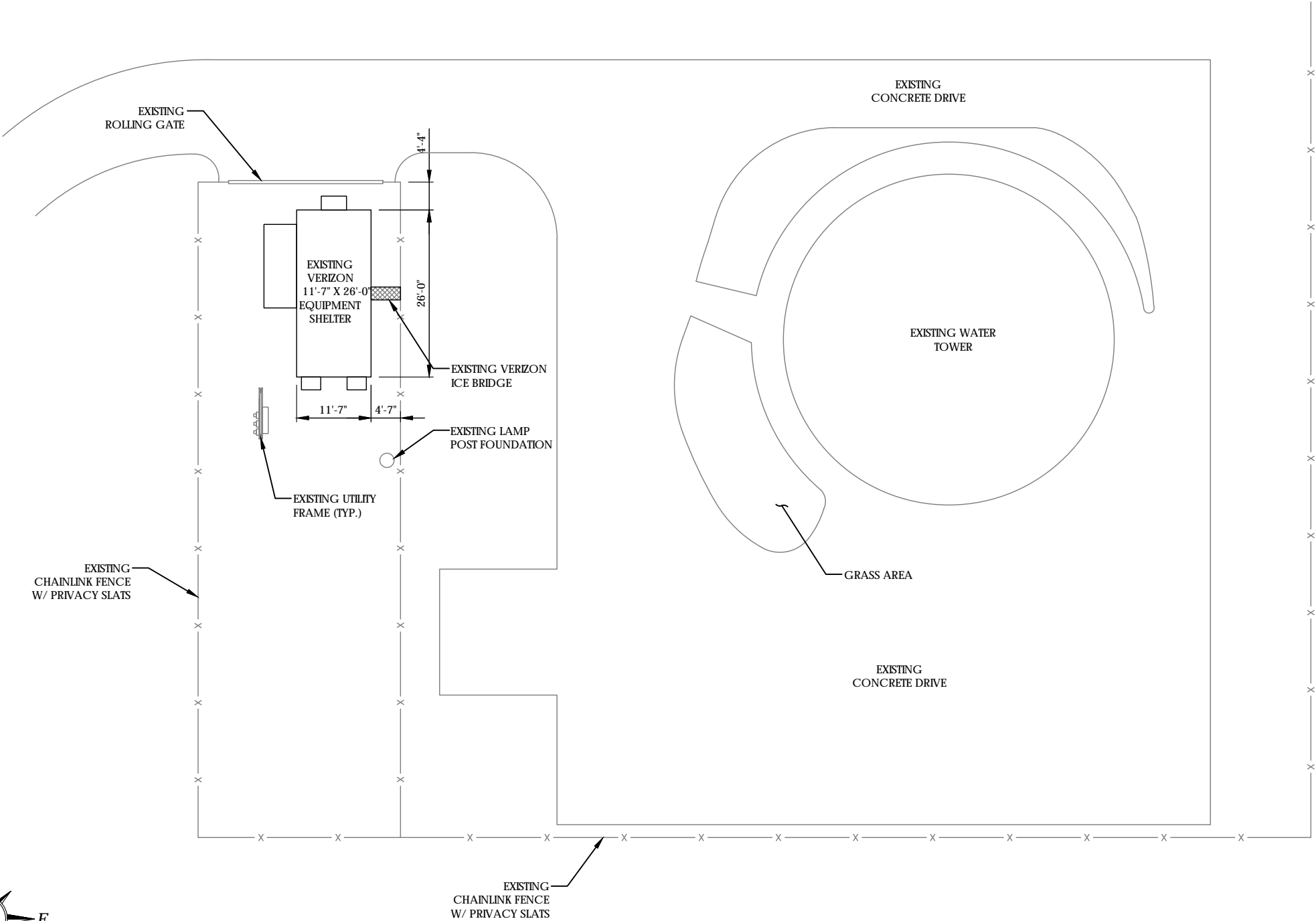
NO.	DATE	DESCRIPTION:
0	4/14/17	PRELIM ISSUE
1	4/28/17	CONSTRUCTION & PERMIT ISSUE

DESIGNED: CTW  
DRAWN: CGK  
CHECKED: PWM

JOB #:  
VWNT17-027

OVERALL  
SITE PLAN

C-2



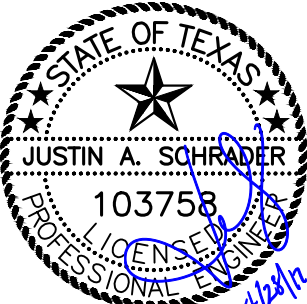
GRAPHIC SCALES



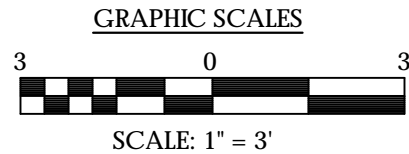
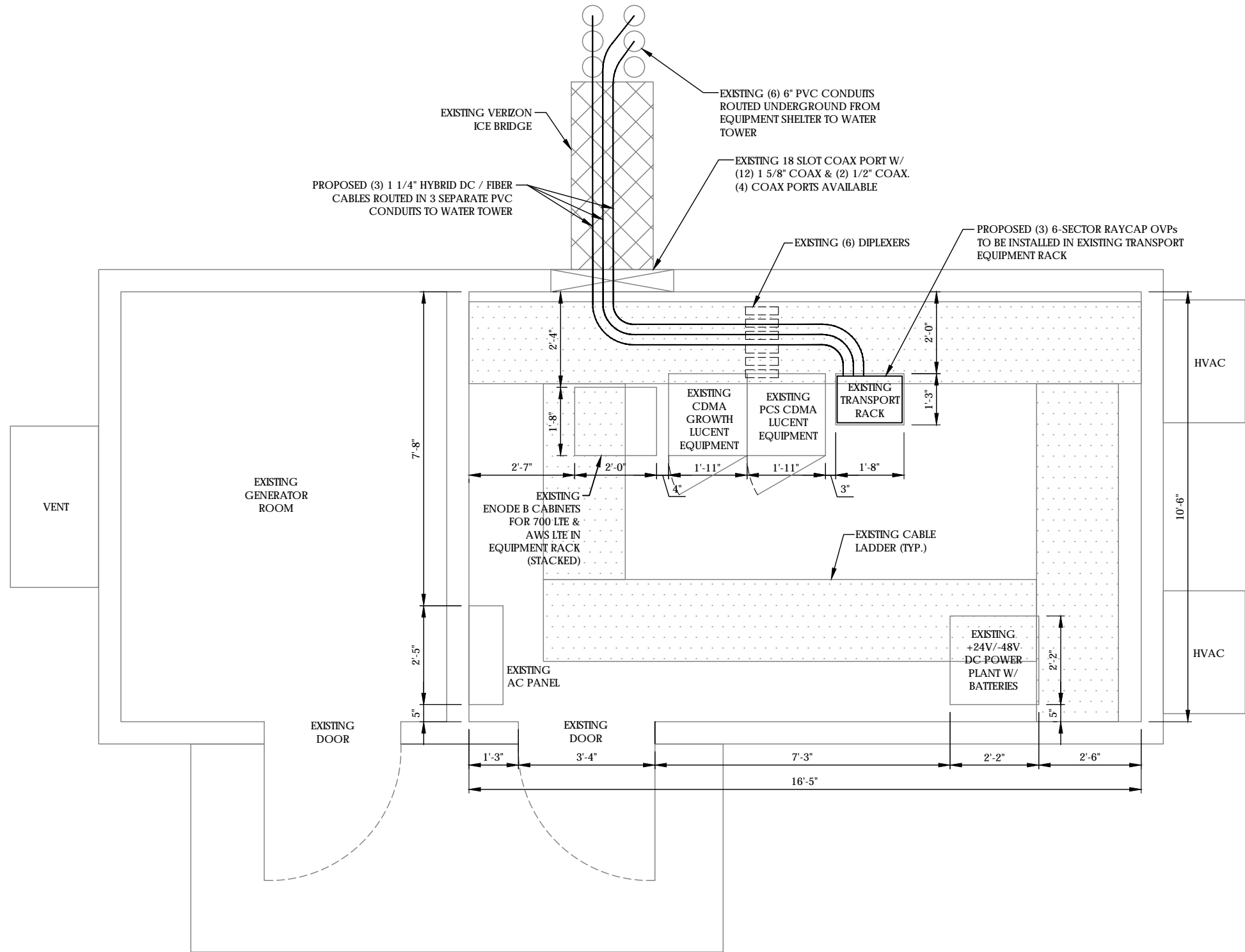
SCALE: 1" = 20'

OVERALL SITE PLAN

SCALE: 1" = 20'



FIRM REGISTRATION #: 13897



DETAILED SITE PLAN  
SCALE: 1" = 3'



P. MARSHALL &  
ASSOCIATES

LAKE WORTH\_WT

4200 BOAT CLUB ROAD  
FORT WORTH, TX

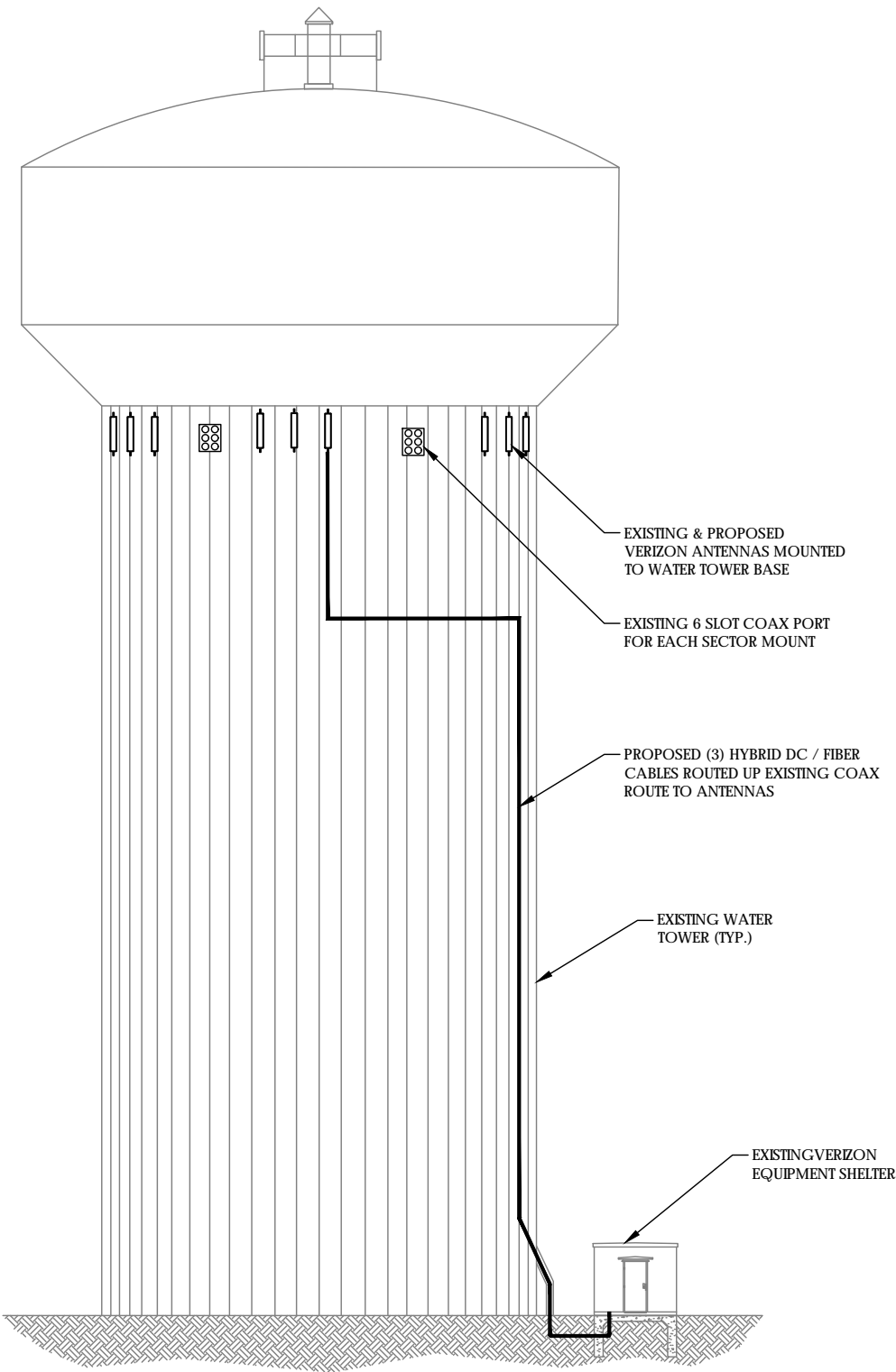
LOCATION CODE:  
**104624**

NO.	DATE	DESCRIPTION:
0	4/14/17	PRELIM ISSUE
1	4/28/17	CONSTRUCTION & PERMIT ISSUE

DESIGNED: CTW	JOB #:
DRAWN: CGK	VWNT17-027
CHECKED: PWM	

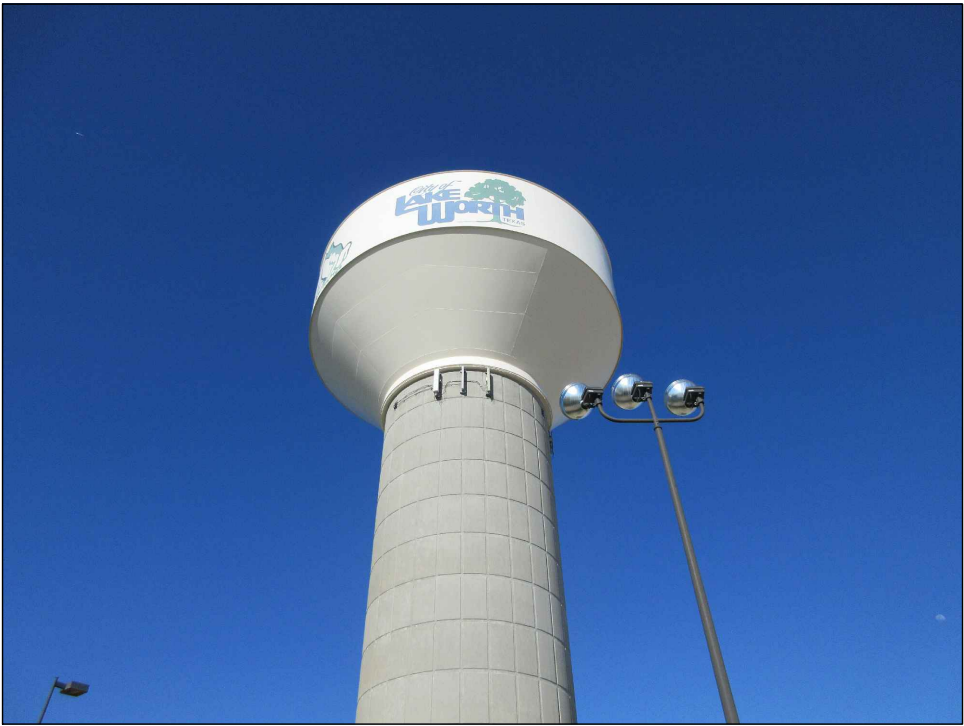
DETAILED  
SITE PLAN

C-3



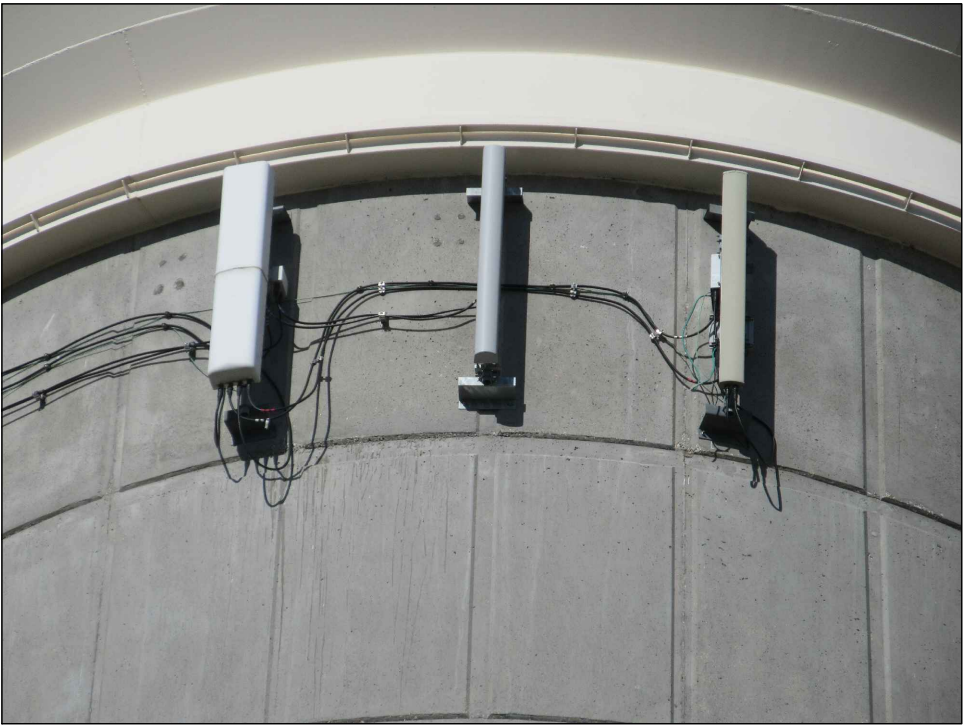
TOWER ELEVATION

NTS



TOWER PHOTO

NTS



ANTENNA MOUNT PHOTO

NTS



FIRM REGISTRATION #: 13897



P. MARSHALL &  
ASSOCIATES

LAKE WORTH\_WT

4200 BOAT CLUB ROAD  
FORT WORTH, TX

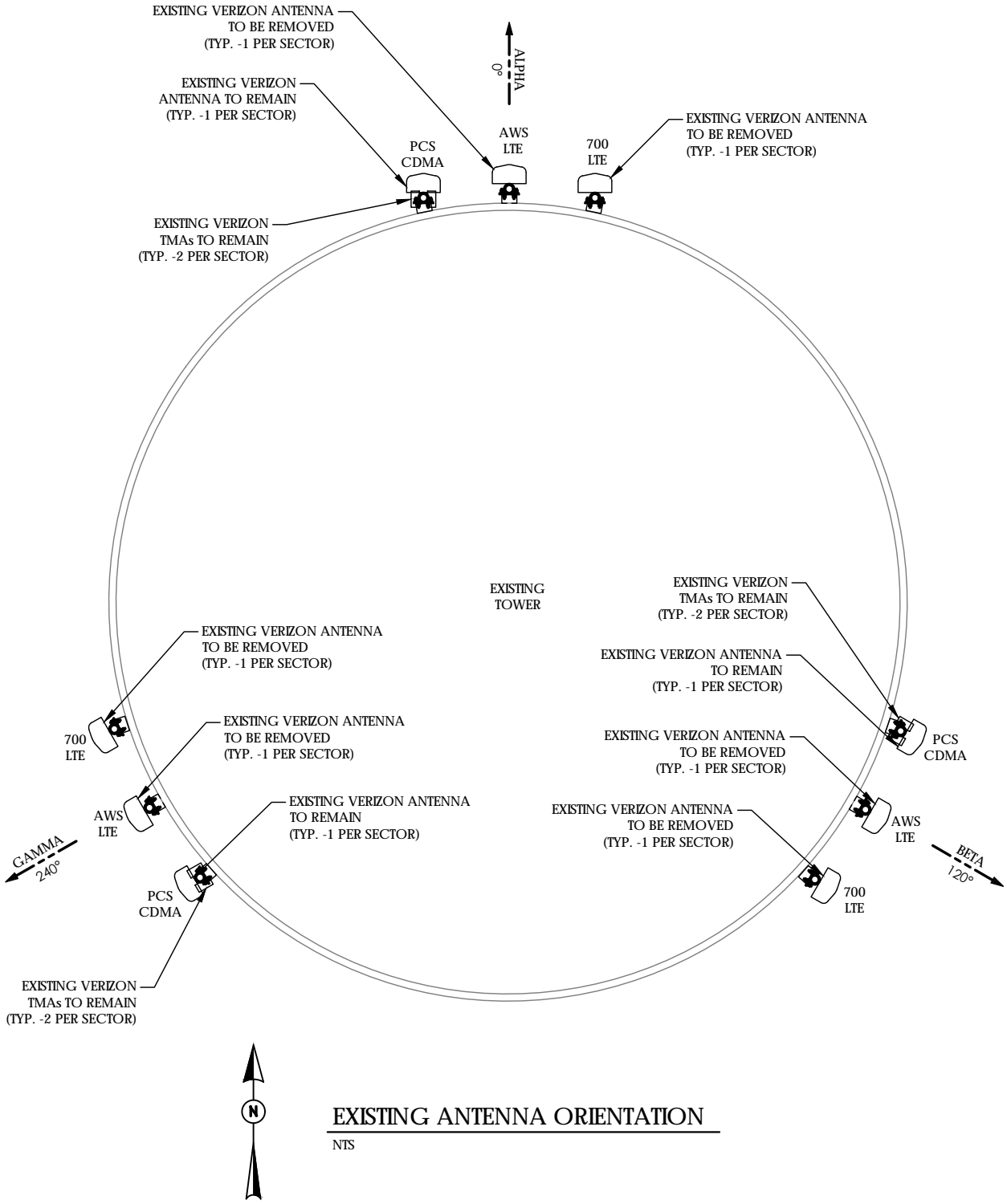
LOCATION CODE:  
**104624**

NO.	DATE	DESCRIPTION:
0	4/14/17	PRELIM ISSUE
1	4/28/17	CONSTRUCTION & PERMIT ISSUE

DESIGNED: CTW	JOB #:
DRAWN: CGK	VWNT17-027
CHECKED: PWM	

TOWER  
ELEVATION

C-4



EXISTING ANTENNA ORIENTATION

NTS

EXISTING ANTENNA & CABLE CONFIGURATION

RAD CENTER	SECTOR	AZIMUTH (DEGREES)	QUANTITY	850 CDMA (850 MHZ) ANTENNAS	MECHANICAL DOWNTILT	MOUNT	COAX SIZE & QUANTITY	HYBRID CABLE SIZE & QUANT.
-	-	-	-	-	-	-	-	-
	-	-	-	-	-			
	-	-	-	-	-			
RAD CENTER	SECTOR	AZIMUTH (DEGREES)	QUANTITY	PCS CDMA (1900 MHZ) ANTENNAS	MECHANICAL DOWNTILT	MOUNT	COAX SIZE & QUANTITY	HYBRID CABLE SIZE & QUANT.
102.8'	1	0	1	EXISTING JAYBEAM PCSX065-18-2 TO REMAIN	0	EXISTING WATER TANK	EXISTING (6) 1 5/8" COAX	-
	2	120	1	EXISTING JAYBEAM PCSX065-18-2 TO REMAIN	1			
	3	240	1	EXISTING JAYBEAM PCSX065-18-2 TO REMAIN	1			
RAD CENTER	SECTOR	AZIMUTH (DEGREES)	QUANTITY	AWS LTE (2100 MHZ) ANTENNAS	MECHANICAL DOWNTILT	MOUNT	COAX SIZE & QUANTITY	HYBRID CABLE SIZE & QUANT.
102.8'	1	0	1	EXISTING AMPHENOL BXA-171063-12CF-EDIN-0 TO BE REMOVED	0	EXISTING WATER TANK	EXISTING (6) 1 5/8" COAX	-
	2	120	1	EXISTING AMPHENOL BXA-171063-12CF-EDIN-0 TO BE REMOVED	0			
	3	240	1	EXISTING AMPHENOL BXA-171063-12CF-EDIN-0 TO BE REMOVED	0			
RAD CENTER	SECTOR	AZIMUTH (DEGREES)	QUANTITY	700 LTE (700 MHZ) ANTENNAS	MECHANICAL DOWNTILT	MOUNT	COAX SIZE & QUANTITY	HYBRID CABLE SIZE & QUANT.
102.8'	1	0	1	EXISTING CSS X7C-665-6 TO BE REMOVED	-4	EXISTING WATER TANK	DIPLEXED W/ PCS CDMA	-
	2	120	1	EXISTING CSS X7C-665-6 TO BE REMOVED	-4			
	3	240	1	EXISTING CSS X7C-665-6 TO BE REMOVED	0			
RAD CENTER	SECTOR	AZIMUTH (DEGREES)	QUANTITY	PCS (LOP) LTE (1900 MHZ) ANTENNAS	MECHANICAL DOWNTILT	MOUNT	COAX SIZE & QUANTITY	HYBRID CABLE SIZE & QUANT.
-	-	-	-	-	-	-	-	-
	-	-	-	-	-			
	-	-	-	-	-			

QUANTITY	TMA <sub>s</sub>
6	EXISTING TMA DD 1900 TMA <sub>s</sub> (ANTENNA LEVEL)



P. MARSHALL & ASSOCIATES

LAKE WORTH\_WT

4200 BOAT CLUB ROAD  
FORT WORTH, TX

LOCATION CODE:

104624

NO.	DATE	DESCRIPTION:
0	4/14/17	PRELIM ISSUE
1	4/28/17	CONSTRUCTION & PERMIT ISSUE

DESIGNED: CTW  
DRAWN: CGK  
CHECKED: PWM

JOB #:  
VWNT17-027

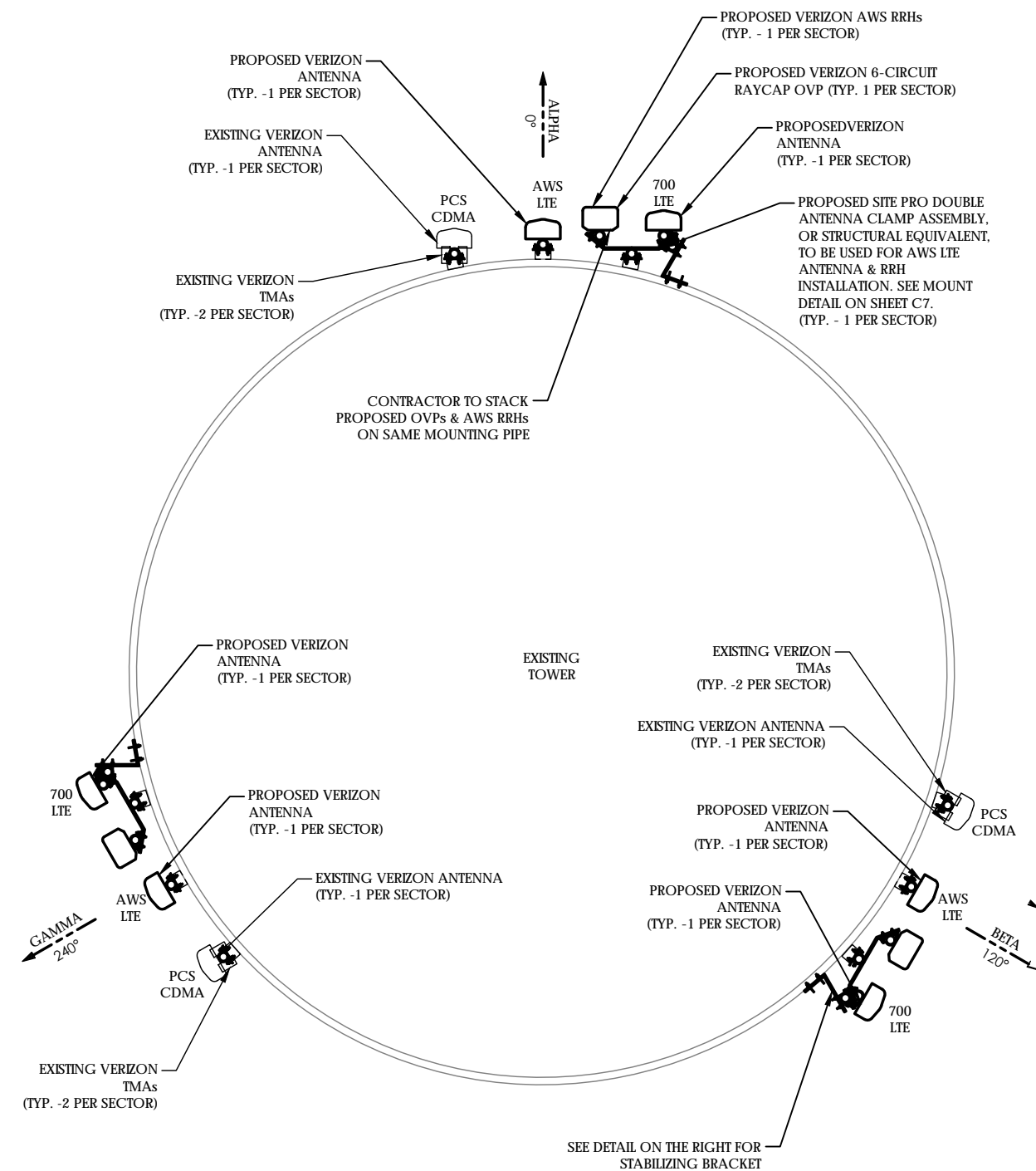


FIRM REGISTRATION #: 13897

EXISTING ANTENNA  
& ORIENTATION  
CONFIG. TABLE

C-5







P. MARSHALL & ASSOCIATES

LAKE WORTH\_WT

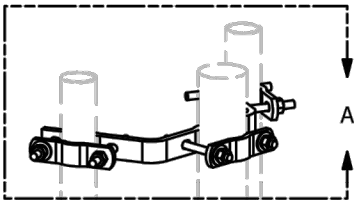
4200 BOAT CLUB ROAD  
FORT WORTH, TX

LOCATION CODE:  
104624

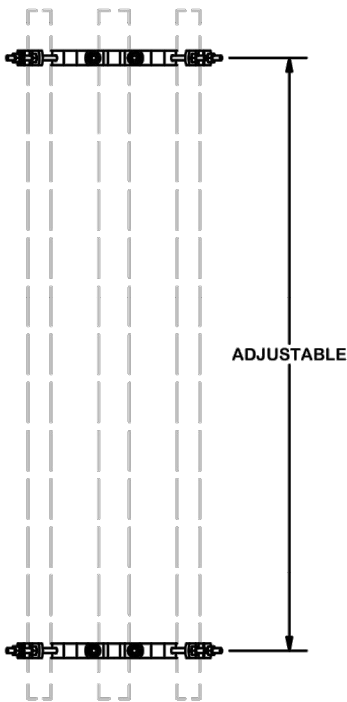
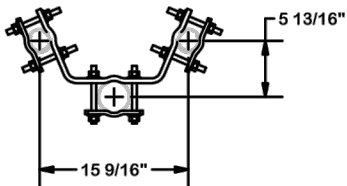
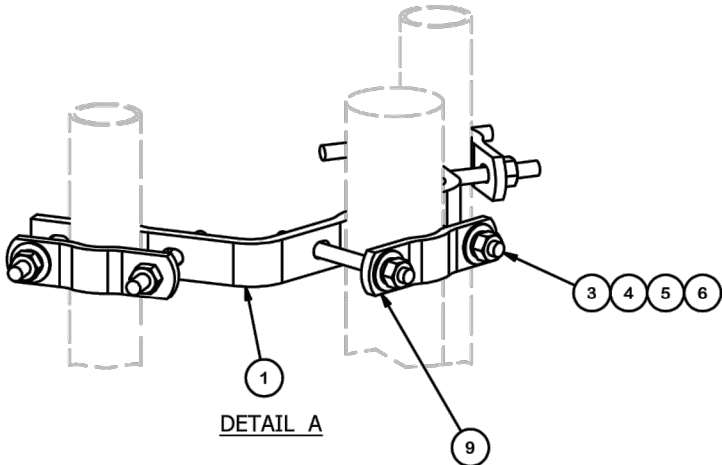
NO.	DATE	DESCRIPTION:
0	4/14/17	PRELIM ISSUE
1	4/28/17	CONSTRUCTION & PERMIT ISSUE

DESIGNED:	CTW	JOB #:
DRAWN:	CGK	VWNT17-027
CHECKED:	PWM	

ANTENNA  
MOUNT DETAIL



1-1/2" to 3-1/2" OD MOUNTING LEG  
OR ANTENNA PIPE.



PARTS LIST						
ITEM	QTY	PART NO.	PART DESCRIPTION	LENGTH	UNIT WT.	NET WT.
1	2	X-DAC	DOUBLE ANTENNA MOUNT		5.36	10.72
3	12	G12R-6	1/2" x 6" GALV. THREADED ROD		0.33	4.01
4	24	G12FW	1/2" HDG USS FLATWASHER		0.03	0.82
5	24	G12LW	1/2" HDG LOCKWASHER		0.01	0.33
6	24	G12NUT	1/2" HDG HEAVY 2H HEX NUT		0.07	1.72
9	6	X-100064	CLAMP (S) (4" V-CLAMP) GALVANIZED		0.91	5.48
					TOTAL WT. #	24.75

TOLERANCE NOTES

TOLERANCES ON DIMENSIONS, UNLESS OTHERWISE NOTED ARE:  
SAWED, SHEARED AND GAS CUT EDGES ( $\pm 0.030"$ )  
DRILLED AND GAS CUT HOLES ( $\pm 0.030"$ ) - NO CONING OF HOLES  
LASER CUT EDGES AND HOLES ( $\pm 0.010"$ ) - NO CONING OF HOLES  
BENDS ARE  $\pm 1/2$  DEGREE  
ALL OTHER MACHINING ( $\pm 0.030"$ )  
ALL OTHER ASSEMBLY ( $\pm 0.060"$ )

PROPRIETARY NOTE:  
THE DATA AND TECHNIQUES CONTAINED IN THIS DRAWING ARE PROPRIETARY INFORMATION OF VALMONT INDUSTRIES AND CONSIDERED A TRADE SECRET. ANY USE OR DISCLOSURE WITHOUT THE CONSENT OF VALMONT INDUSTRIES IS STRICTLY PROHIBITED.

DESCRIPTION

DOUBLE ANTENNA  
CLAMP  
ASSEMBLY



A valmont COMPANY

Engineering  
Support Team:  
1-888-753-7446

Locations:  
New York, NY  
Atlanta, GA  
Los Angeles, CA  
Plymouth, IN  
Salem, OR  
Dallas, TX

REV	DESCRIPTION OF REVISIONS	CPD	BY	DATE
A	REVISED X-DAC DESIGN	4725	RH18	9/23/2010

CPD NO.	DRAWN BY	ENG. APPROVAL
4725	RH18 4/1/2010	
CLASS	SUB	DRAWING USAGE
81	01	CUSTOMER

PART NO.	DWG. NO.
DAC	DAC

PAGE  
1 OF 1

Mod Type:		GeoPlan Market:	DFW
Project Title:	LAKE_WORTH_WT_REPL-	Current Configurations:	7-0674-0000 LAKE_WORTH_WT_REPL
RF Engineer Names:	Muhammed Siddiqui	Proposed Configuration:	7-0674-0002 LAKE_WORTH_WT_REPL
RF Engineer Phones:	871.961.4954		
	Site Information	Streets:	4300 Boat Club Road
Latitude (NAD83):	32.49-06.00 N	City, State, Zip:	Fort Worth TX, 76135
Longitude (NAD83):	97-24-56.00 W	County:	Tarrant

Service Type: 850					Service Type: 850				
Current					Proposed				
Sector	D1	D2	D3		Sector	D1	D2	D3	
Antenna Quantity (Tx + Rx)					Antenna Quantity (Tx + Rx)				
Manufacturer					Manufacturer				
Model Number					Model Number				
Sector Azimuth (deg TN)					Sector Azimuth (deg TN)				
Mechanical Down tilt (deg)					Mechanical Down tilt (deg)				
Adjustable Electrical Down tilt (deg)					Adjustable Electrical Down tilt (deg)				
Number of Lines per Antenna					Number of Lines per Antenna				
Feedline Model Number					Feedline Model Number				
RAD Center (ft AGL)					RAD Center (ft AGL)				
OVP Junction Boxes					OVP Junction Boxes				
Number of OVP Junction Boxes					Number of OVP Junction Boxes				
RRHs					RRHs				
Number of RRHs					Number of RRHs				
Diplexers					Diplexers				
Number of Diplexers					Number of Diplexers				
TMMs					TMMs				
Number of TMMs					Number of TMMs				

Service Type: PCS CDMA Current								Service Type: PCS CDMA Proposed							
Sector	D1	D2	D3					Sector	D1	D2	D3				
Antenna Quantity (Tx + Rx)	1	1	1					Antenna Quantity (Tx + Rx)	1	1	1				
Manufacturer	JAYBEAM WIRELESS	JAY BEAM WIRELESS	JAYBEAM WIRELESS					Manufacturer	JAYBEAM WIRELESS	JAY BEAM WIRELESS	JAYBEAM WIRELESS				
Model Number	PCSX065-1B	PCSX065-1B	PCSX065-1B					Model Number	PCSX065-1B-2	PCSX065-1B-2	PCSX065-1B-2				
Sector Azimuth (deg TN)	0	120	240					Sector Azimuth (deg TN)	0	120	240				
Mechanical Down tilt (deg)	0	1	1					Mechanical Down tilt (deg)	0	1	1				
Adjustable Electrical Down tilt (deg)								Adjustable Electrical Down tilt (deg)	2	2	2				
Number of Lines per Antenna								Number of Lines per Antenna							
Feedline Model Number								Feedline Model Number							
RAO Center (ft AGL)	102.8	102.8	102.8					RAO Center (ft AGL)	102.8	102.8	102.8				
OVP Junction Boxes								OVP Junction Boxes							
Number of OVP Junction Boxes								Number of OVP Junction Boxes							
RR Hs								RR Hs							
Number of RR Hs								Number of RR Hs							
Diplexers								Diplexers							
Number of Diplexers								Number of Diplexers							
TMA	TMA DO 1900 FB	TMA DO 1900 FB	TMA DO 1900 FB					TMA	TMA DO 1900 FB	TMA DO 1900 FB	TMA DO 1900 FB				
Number of TMAs								Number of TMAs							

Service Type: 700 Upper Current							Service Type: 700 Upper Proposed						
Sector	D1	D2	D3				Sector	D1	D2	D3			
Antenna Quantity (Tx + Rx)	1	1	1				Antenna Quantity (Tx + Rx)	1	1	1			
Manufacturer	CSS ANTENNA, INC.	CSS ANTENNA, INC.	CSS ANTENNA, INC.				Manufacturer	ANDREW	ANDREW	ANDREW			
Model Number	X7C-665-E	X7C-665-E	X7C-665-E				Model Number	SBNH-1D65C_PORT 1- +45_02DT_0750	SBNH-1D65C_PORT 1- +45_02DT_0750	SBNH-1D65C_PORT 1- +45_02DT_0750			
Sector Azimuth (deg TN)	0	120	240				Sector Azimuth (deg TN)	0	120	240			
Mechanical Down tilt (deg)	-4	-4	0				Mechanical Down tilt (deg)	0	0	0			
Adjustable Electrical Down tilt (deg)							Adjustable Electrical Down tilt (deg)	2	2	4			
Number of Lines per Antenna Feedsline Model Number							Number of Lines per Antenna Feedsline Model Number						
RAD Center (ft AGL)	102.8	102.8	102.8				RAD Center (ft AGL)	102.8	102.8	102.8			
OVP Junction Boxes							OVP Junction Boxes						
Number of OVP Junction Boxes							Number of OVP Junction Boxes						
RRHs							RRHs	RRH60-700	RRH60-700	RRH60-700			
Number of RRHs							Number of RRHs	1	1	1			
Duplexers							Duplexers						
Number of Duplexers							Number of Duplexers						
T MAs							T MAs						
Number of T MAs							Number of T MAs						

Service Type: AWS Current							Service Type: AWS Proposed						
Sector	D1	D2	D3				Sector	D1	D2	D3			
Antenna Quantity (Tx + Rx)	1	1	1				Antenna Quantity (Tx + Rx)	1	1	1			
Manufacturer	AMPHENOL BKA-171063-12C7-EDIN-O	AMPHENOL BKA-171063-12C7-EDIN-O	AMPHENOL BKA-171063-12C7-EDIN-O				Manufacturer	ANDREW SBNHH-1D6SC_PORT 5- +45_QDOT_2110	ANDREW SBNHH-1D6SC_PORT 5- +45_QDOT_2110	ANDREW SBNHH-1D6SC_PORT 5- +45_QDOT_2110			
Model Number							Model Number						
Sector Azimuth (deg TN)	0	120	240				Sector Azimuth (deg TN)	0	120	240			
Mechanical Downtilt (deg)	0	0	0				Mechanical Downtilt (deg)	0	0	0			
Adjustable Electrical Downtilt (deg)							Adjustable Electrical Downtilt (deg)	2	2	4			
Number of Lines per Antenna							Number of Lines per Antenna						
Feedline Model Number							Feedline Model Number						
RAD Center (ft AGL)	102.8	102.8	102.8				RAD Center (ft AGL)	102.8	102.8	102.8			
OVP Junction Boxes							OVP Junction Boxes						
Number of OVP Junction Boxes							Number of OVP Junction Boxes						
RRHs							RRHs						
Number of RRHs							Number of RRHs						
Diplexers							Diplexers						
Number of Diplexers							Number of Diplexers						
	2100 MHz Dual Inline A1SG	2100MHz Dual Inline A1SG	2100MHz Dual Inline A1SG					2100 MHz Dual Inline A1SG	2100MHz Dual Inline A1SG	2100MHz Dual Inline A1SG			
TMA							TMA						
Number of TMAs							Number of TMAs						

Service Type: PCS LTE (LOP)							Service Type: PCS LTE (LOP)						
Current							Proposed						
Sector	D1	D2	D3				Sector	D1	D2	D3			
Antenna Quantity (Tx + Rx)							Antenna Quantity (Tx + Rx)						
Manufacturer							Manufacturer						
Model Number							Model Number						
Sector Azimuth (deg TN)							Sector Azimuth (deg TN)						
Mechanical Down tilt (deg)							Mechanical Down tilt (deg)						
Adjustable Electrical Down tilt (deg)							Adjustable Electrical Down tilt (deg)						
Number of Lines per Antenna							Number of Lines per Antenna						
Feedline Model Number							Feedline Model Number						
RAD Center (ft AGL)							RAD Center (ft AGL)						
OVP Junction Boxes							OVP Junction Boxes						
Number of OVP Junction Boxes							Number of OVP Junction Boxes						
RRHs							RRHs						
Number of RRHs							Number of RRHs						
Diplexers							Diplexers						
Number of Diplexers							Number of Diplexers						
TMMs							TMMs						
Number of TMMs							Number of TMMs						

Remove 3 Existing Antennas for 700  
Remove 3 Existing Antennas for AWS  
Add 6 SBN HH Antennas for 700/ AWS  
Add 3 700 RRH 60W  
Add 3 Hybriflex 1-1/4" and 3 Main OVP box at the Water Tower, 3 in the shelter  
no change to CDMA, keep the existing coax lines for PCS/AWS



LAKE WORTH\_WT

104624

[illegible]

DESIGNED: CTW  
DRAWN: CGK  
CHECKED: PWM

JOB #:  
VWNT17-027

# C-8

LAKE WORTH\_WT

4200 BOAT CLUB ROAD  
FORT WORTH, TX

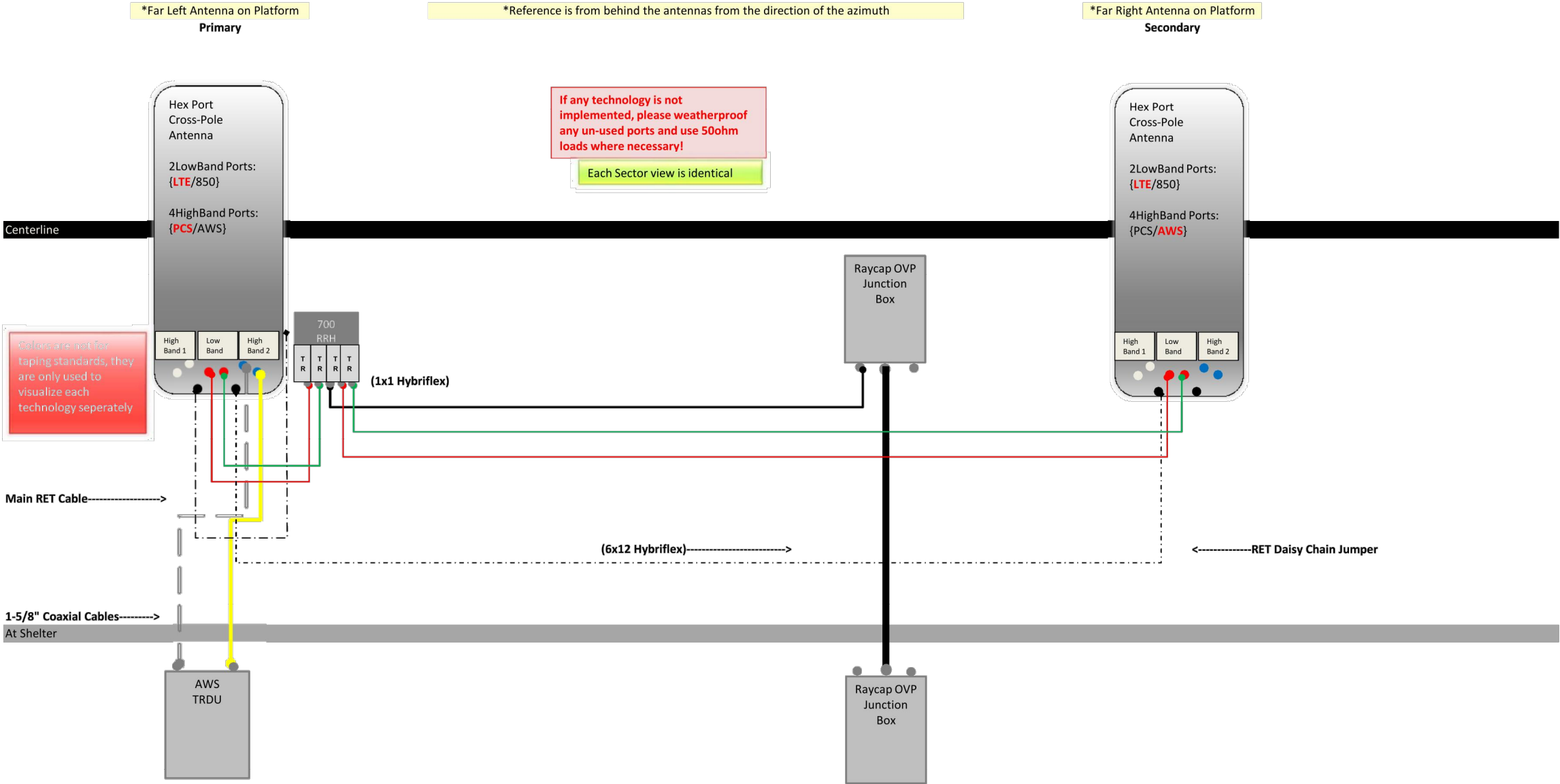
LOCATION CODE:  
104624

NO.	DATE	DESCRIPTION:
0	4/14/17	PRELIM ISSUE
1	4/28/17	CONSTRUCTION & PERMIT ISSUE

DESIGNED: CTW  
DRAWN: CGK  
CHECKED: PWM

JOB #:  
VWNT17-027

PLUMBING  
DIAGRAM



PLUMBING DIAGRAM  
NTS



ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE LOCAL CODES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC AND TELCORDIA.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC AND TELCORDIA.
5. CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNGS.
6. EACH END OF EVERY POWER, POWER PHASE CONDUCTOR (I.E., HOTS), GROUNDING, AND T1 CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC & OSHA.
7. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING, AND BRANCH CIRCUIT ID NUMBERS (I.E., PANELBOARD AND CIRCUIT ID'S).
8. PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS.
9. ALL TIE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
10. POWER, CONTROL, AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
11. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#6 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2 GREEN INSULATION, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; WITH OUTER JACKET; LISTED OR LABELED FOR THE LOCATION USED, UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND POWER GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRENUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRENUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75°C (90°C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40, OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (ENT), OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. GALVANIZED STEEL INTERMEDIATE METALLIC CONDUIT (IMC) SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE GRADE.
18. RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND; DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCASED IN REINFORCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.
19. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
20. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SETSCREW FITTINGS ARE NOT ACCEPTABLE.
21. CABINETS, BOXES, AND WIREWAYS SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
22. WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD; SHALL BE PANDUIT TYPE E (OR EQUAL); AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
23. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL, SHALL MEET OR EXCEED UL 50, AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS
24. METAL RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED, OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
25. NONMETALLIC RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
26. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
27. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE AND PROPERTY.

GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION, AND AC POWER GES'S) SHALL BE BONDED TOGETHER, AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE SUBCONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS. TESTING SHALL BE IN ACCORDANCE WITH SPECIFICATION 24782-000-3PS-EG00-00001. USE OF OTHER METHODS MUST BE PRE-APPROVED BY CONTRACTOR IN WRITING.
3. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS. WHEN ADDING ELECTRODES, CONTRACTOR SHALL MAINTAIN A MINIMUM DISTANCE BETWEEN THE ADDED ELECTRODE AND ANY OTHER EXISTING ELECTRODE EQUAL TO THE BURIED LENGTH OF THE ROD. IDEALLY, CONTRACTOR SHALL STRIVE TO KEEP THE SEPARATION DISTANCE EQUAL TO TWICE THE BURIED LENGTH OF THE RODS.
4. THE SUBCONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT.
5. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 AWG COPPER WIRE AND UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
6. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED. BACK-TO-BACK CONNECTIONS ON OPPOSITE SIDES OF THE GROUND BUS ARE PERMITTED.
8. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
9. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED. IN ALL CASES, BENDS SHALL BE MADE WITH A MINIMUM BEND RADIUS OF 8 INCHES.
10. EACH INTERIOR BTS CABINET FRAME/PLINTH SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH #6 AWG STRANDED, GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES. EACH OUTDOOR CABINET FRAME/PLINTH SHALL BE DIRECTLY CONNECTED TO THE BURIED GROUND RING WITH # 2 AWG SOLID TIN-PLATED COPPER WIRE.
11. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING, SHALL BE #2 AWG SOLID TIN-PLATED COPPER UNLESS OTHERWISE INDICATED.
12. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE. CONNECTIONS TO ABOVE GRADE EXTERIOR UNITS SHALL BE MADE WITH EXOTHERMIC WELDS WHERE PRACTICAL OR WITH 2 HOLE MECHANICAL TYPE BRASS CONNECTORS WITH STAINLESS STEEL HARDWARE, INCLUDING SET SCREWS. HIGH PRESSURE CRIMP CONNECTORS MAY ONLY BE USED WITH WRITTEN PERMISSION FROM VERIZON MARKET REPRESENTATIVE.
13. EXOTHERMIC WELDS SHALL BE PERMITTED ON TOWERS ONLY WITH THE EXPRESS APPROVAL OF THE TOWER MANUFACTURER OR THE CONTRACTORS STRUCTURAL ENGINEER.
14. ALL WIRE TO WIRE GROUND CONNECTIONS TO THE INTERIOR GROUND RING SHALL BE FORMED USING HIGH PRESS CRIMPS OR SPLIT BOLT CONNECTORS WHERE INDICATED IN THE DETAILS.
15. ON ROOFTOP SITES WHERE EXOTHERMIC WELDS ARE A FIRE HAZARD COPPER COMPRESSION CAP CONNECTORS MAY BE USED FOR WIRE TO WIRE CONNECTORS. 2 HOLE MECHANICAL TYPE BRASS CONNECTORS WITH STAINLESS STEEL HARDWARE, INCLUDING SET SCREWS SHALL BE USED FOR CONNECTION TO ALL ROOFTOP BTS EQUIPMENT AND STRUCTURAL STEEL.
16. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR USING TWO HOLED MECHANICAL TYPE BRASS CONNECTORS AND STAINLESS STEEL HARDWARE.
17. APPROVED ANTIOXIDANT COATINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
18. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
19. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
20. BOND ALL METALLIC OBJECTS WITHIN 6 FT OF THE BURIED GROUND RING WITH #2 SOLID AWG TIN-PLATED COPPER GROUND CONDUCTOR.
21. GROUND CONDUCTORS USED IN THE FACILITY GROUND AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDIIOMS, NON-METALLIC MATERIAL SUCH AS PVC PLASTIC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (E.G., NON-METALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT WITH LISTED BONDING FITTINGS.



P. MARSHALL &  
ASSOCIATES

LAKE WORTH\_WT

4200 BOAT CLUB ROAD  
FORT WORTH, TX

LOCATION CODE:  
104624

NO.	DATE	DESCRIPTION:
0	4/14/17	PRELIM ISSUE
1	4/28/17	CONSTRUCTION & PERMIT ISSUE

DESIGNED:	CTW	JOB #:  VWNT17-027
DRAWN:	CGK	
CHECKED:	PWM	

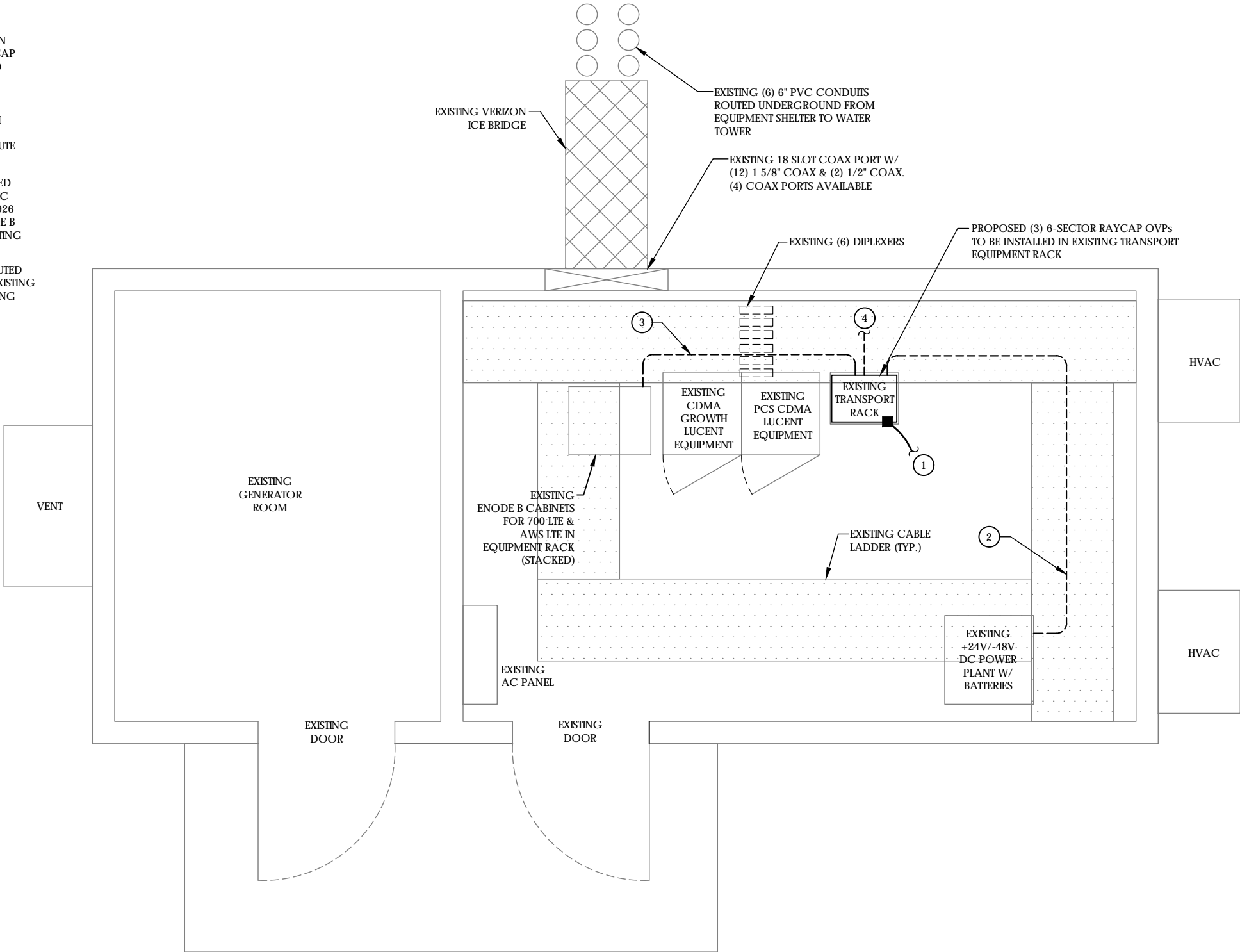
GENERAL  
ELECTRICAL &  
GROUNDING NOTES

E-1



ELECTRICAL & GROUNDING KEY NOTES:

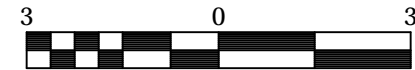
- 1
- PROPOSED #6 AWG STRANDED GREEN INSULATED COPPER WIRE FROM RAYCAP EQUIPMENT TO THE EXISTING GROUND SYSTEM. GROUND EQUIPMENT PER MANUFACTURER'S SPECS.
- 2
- PROPOSED (6) #12 AWG WIRES FROM PROPOSED RAYCAP OVP BOX TO THE EXISTING -48V DC POWER PLANT. ROUTE ALONG EXISTING CABLE LADDER.
- 3
- PROPOSED FIBER CABLES TO BE ROUTED FROM PROPOSED RAYCAP FIBER OPTIC TERMINATION BOX TO THE EXISTING 9926 BASEBAND UNIT IN THE 9412 LTE ENODE B CABINET. ROUTE CABLES ALONG EXISTING CABLE LADDER.
- 4
- PROPOSED ALARM CABLES TO BE ROUTED FROM PROPOSED RAYCAP OVP TO EXISTING ALARM BLOCK. ROUTE ALONG EXISTING CABLE LADDER.



ELECTRICAL & GROUNDING SITE PLAN

SCALE: 1" = 3'

GRAPHIC SCALES



SCALE: 1" = 3'

verizon

PM&A

P. MARSHALL & ASSOCIATES

LAKE WORTH\_WT

4200 BOAT CLUB ROAD  
FORT WORTH, TX

LOCATION CODE:

104624

NO.	DATE	DESCRIPTION:
0	4/14/17	PRELIM ISSUE
1	4/28/17	CONSTRUCTION & PERMIT ISSUE

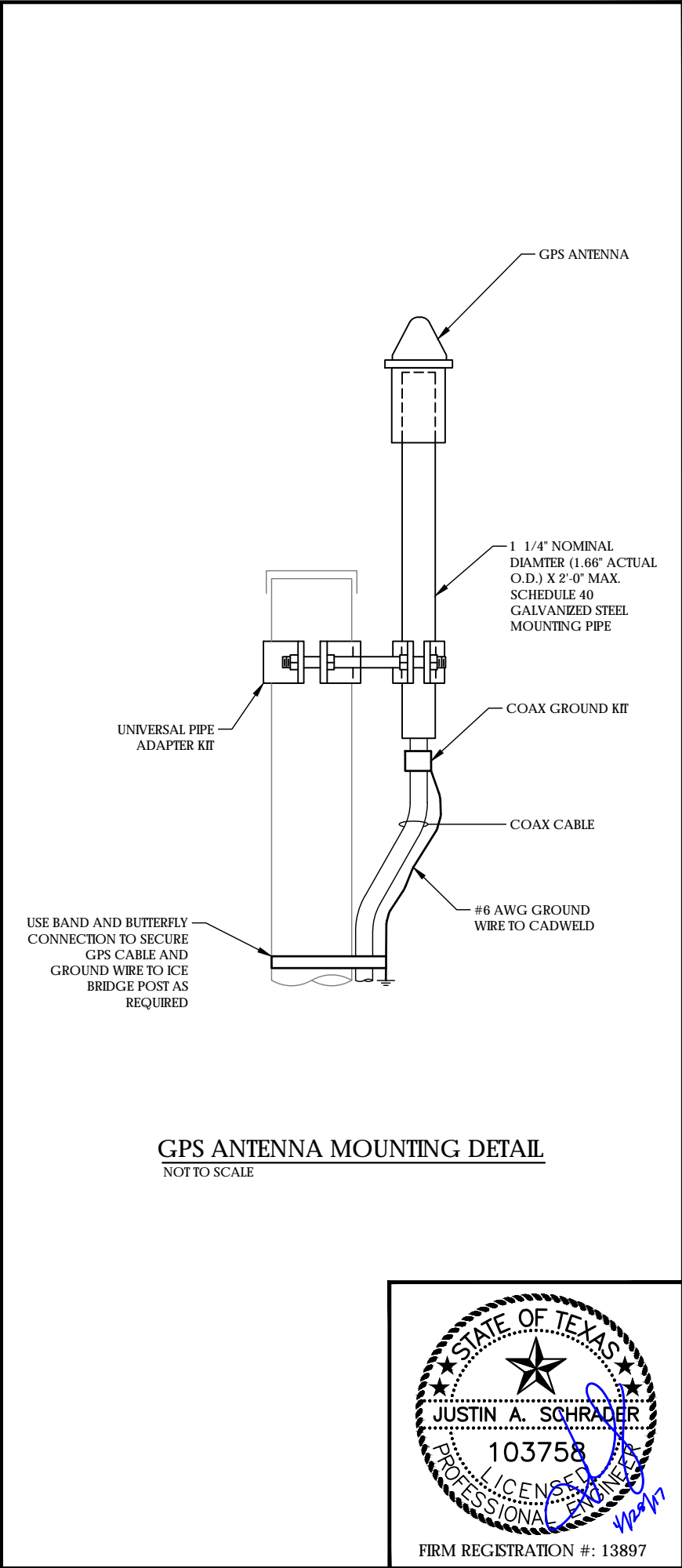
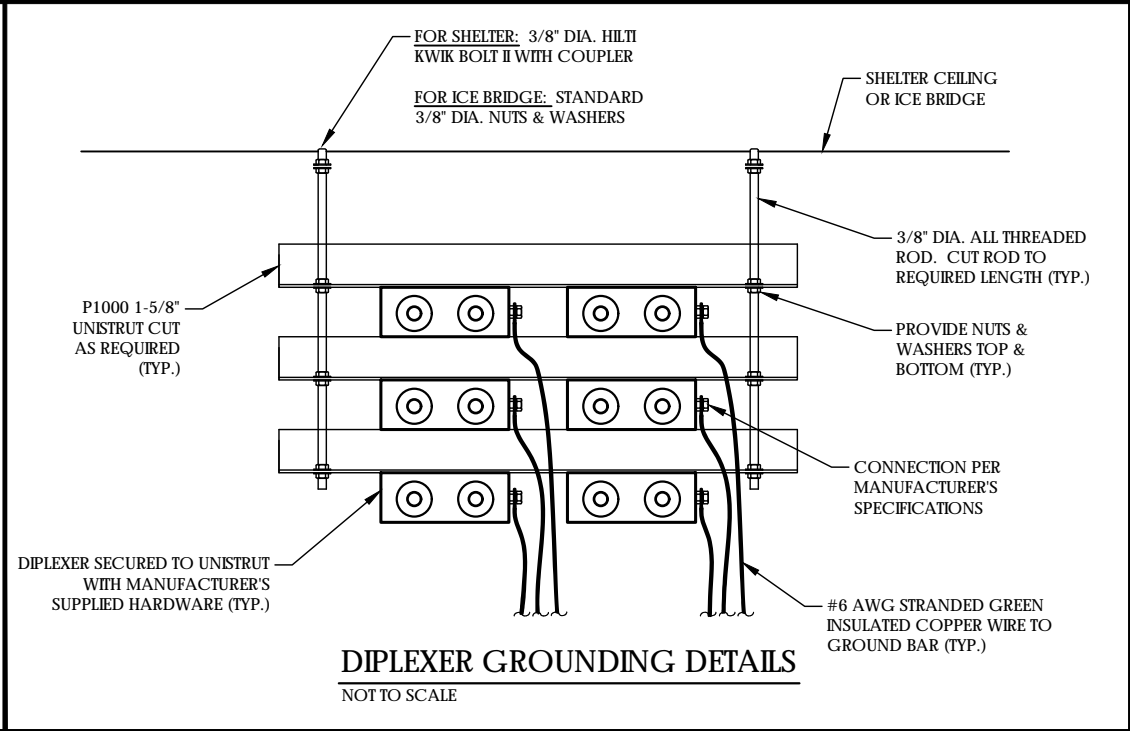
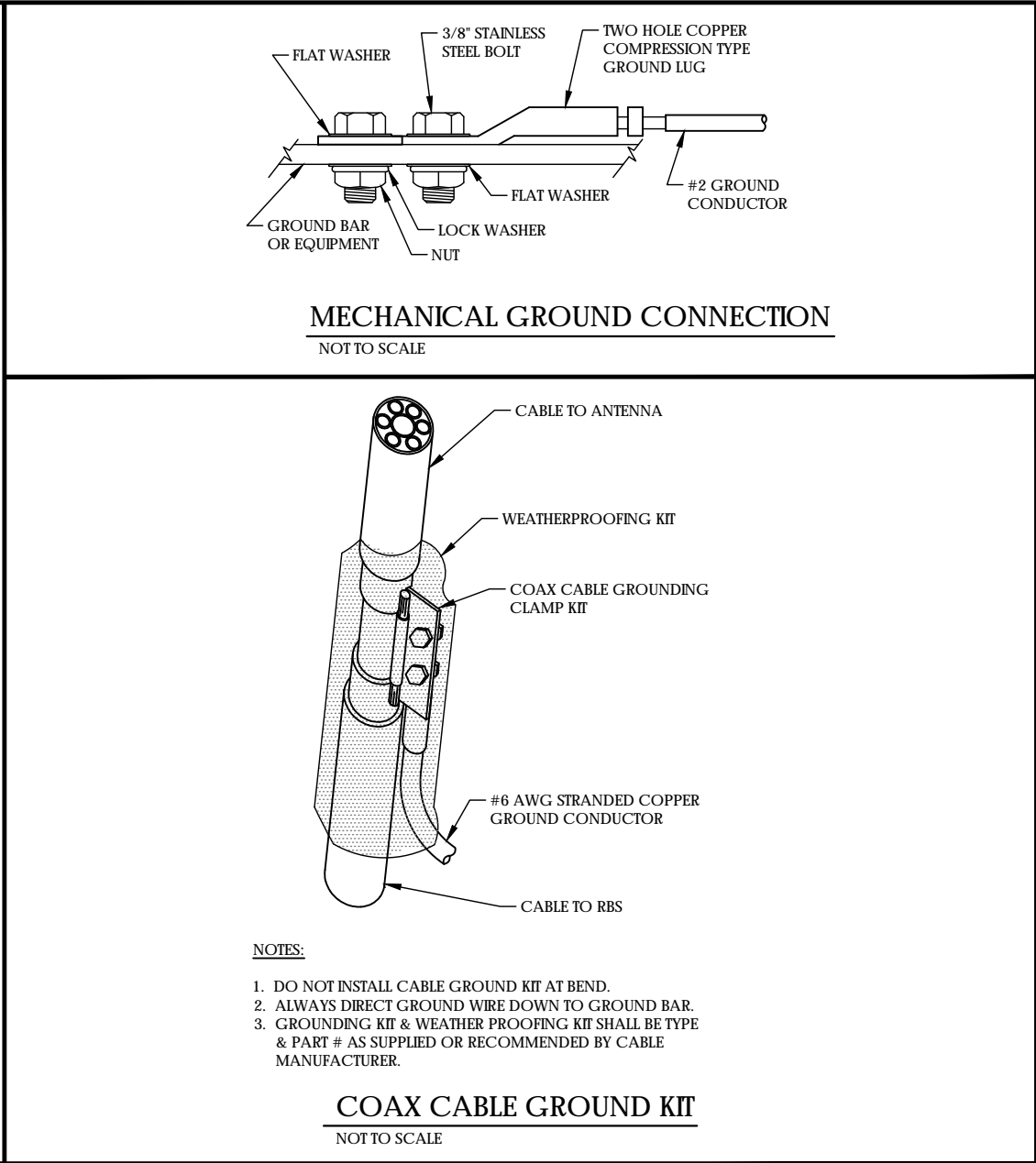
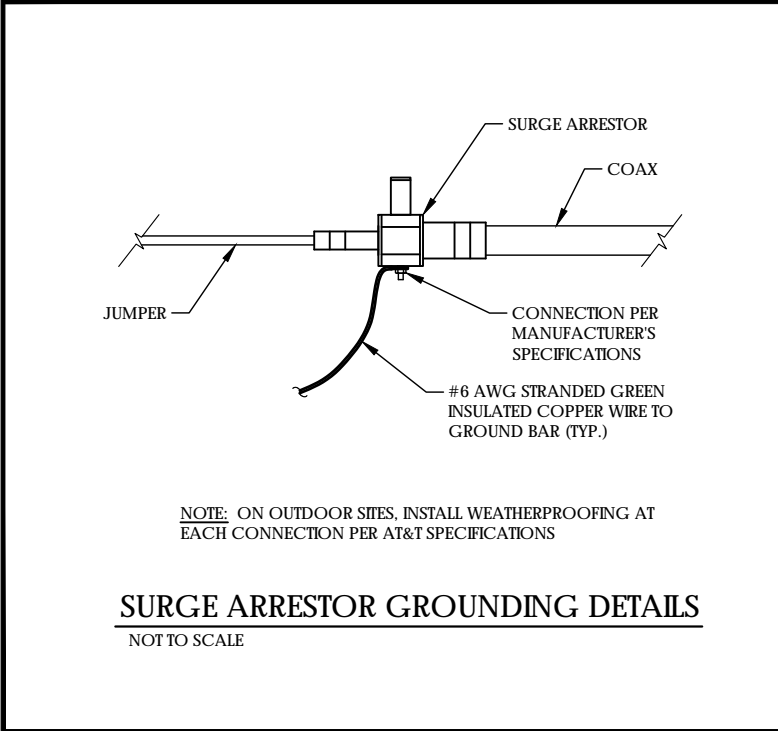
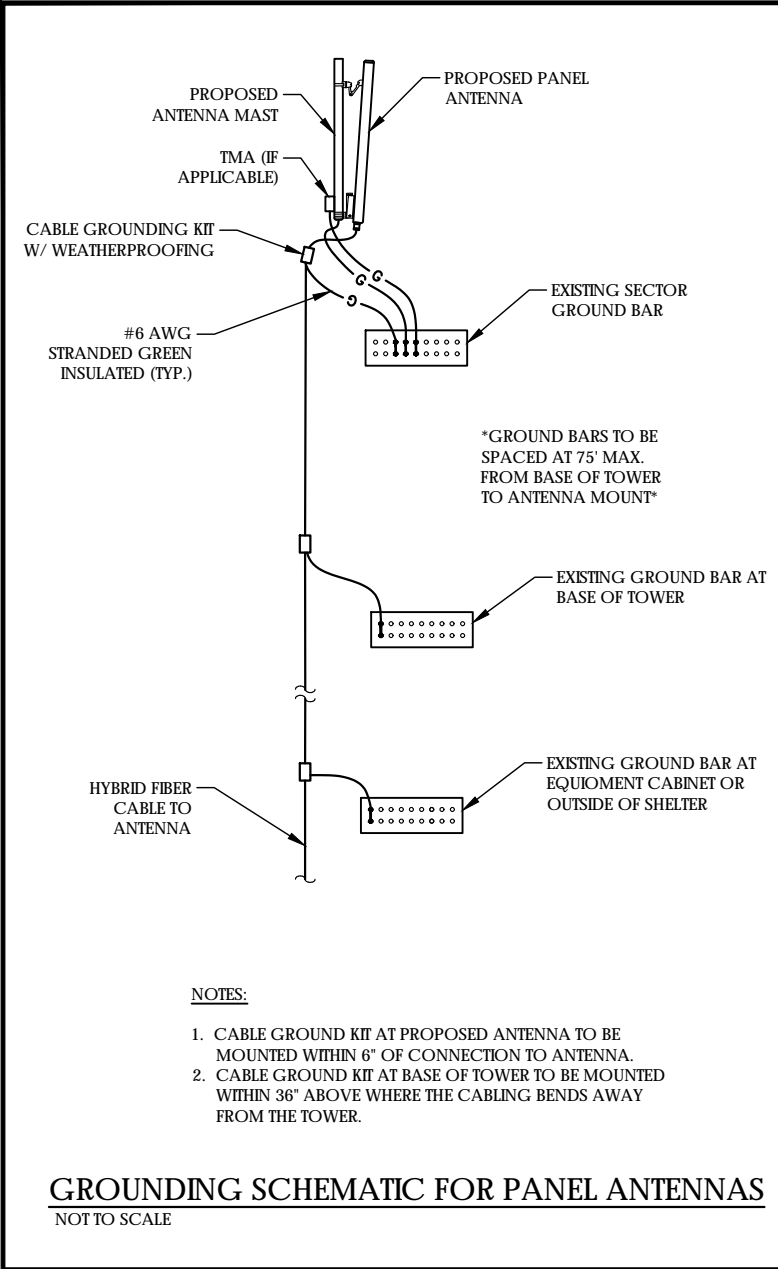
DESIGNED: CTW	JOB #:
DRAWN: CGK	VWNT17-027
CHECKED: PWM	



FIRM REGISTRATION #: 13897

ELECTRICAL &  
GROUNDING  
SITE PLAN

E-2



P. MARSHALL & ASSOCIATES

LAKE WORTH\_WT

4200 BOAT CLUB ROAD  
FORT WORTH, TX

LOCATION CODE:  
**104624**

NO.	DATE	DESCRIPTION:
0	4/14/17	PRELIM ISSUE
1	4/28/17	CONSTRUCTION & PERMIT ISSUE

DESIGNED: CTW	JOB #: VWNT17-027
DRAWN: CGK	
CHECKED: PWM	

GROUNDING DETAILS

E-3

---

# Structural Analysis Report

---



**SUPPORT MOUNT ANALYSIS ONTO WATER TANK**

**Verizon Wireless – Lake Worth WT Repl Site #104624**  
**Siterra Project ID 2069233 / 2017 RET CQI & 4RX**  
**Lake Worth, Texas**

**April 21, 2017**

**MEI PROJECT ID: TX01650W-17V1**

**MALOUF ENGINEERING INTL., INC.**



---

17950 PRESTON ROAD, SUITE 720 ■ DALLAS, TEXAS 75252 ■ TEL. 972-783-2578 FAX 972-783-2583  
**[www.maloufengineering.com](http://www.maloufengineering.com)**

---







April 21, 2017

Ms. Amanda Eastin  
Verizon Wireless  
Schertz, TX 78154

## STRUCTURAL ANALYSIS

Structure/Make/Model:	<b>Water Tank Support Mount(s)</b>	Water Tank / Pedestal
Client/Site Name/#:	<b>Verizon Wireless</b>	<b>Lake Worth WT Repl #104624</b> <b>Siterra Project ID 2069233 /</b> <b>2017 RET CQI &amp; 4RX</b>
MEI Project ID:	<b>TX01650W-17V1</b>	
Location:	4200 Boat Club Rd Lake Worth, TX 76135	Tarrant County FCC #1200870
	LAT 32-49-5.99 N (Approx.)	LON 97-24-56.0 W (Approx.)

### EXECUTIVE SUMMARY:

Malouf Engineering Int'l (MEI), as requested, has performed a structural analysis of the referenced support mount(s) to assess the impact of the appurtenances configuration as noted in Table 1.

Based on the stress analysis performed, the support mounts **are in conformance** with the Int'l Building Code (IBC) / ANSI/TIA-222-G Standard for the loading considered under the criteria listed and referenced in the report sections.

**The subject mounts are structurally acceptable to support the noted appurtenances configuration.** Refer to the Recommendations section for details.

**Install the new appurtenances as per MEI Drawings in separate attachment.**

MEI appreciates the opportunity of providing our continuing professional services to you. If you have any questions or need further assistance on this or other projects please contact us.

Respectfully submitted,

**MALOUF ENGINEERING INT'L, INC.**  
Texas CoA #F-1401

Analysis performed by:

Reviewed & Approved by:

Helder Lopez, PE  
Sr. Project Engineer

E. Mark Malouf, PE  
Texas #64167  
972-783-2578 ext. 106  
mmalouf@maloufengineering.com



04/21/2017

---

**TABLE OF CONTENTS**

---

<b>1. INTRODUCTION &amp; SCOPE</b>	<b>4</b>
<b>2. SOURCE OF DATA</b>	<b>4</b>
<b>3. ANALYSIS CRITERIA</b>	<b>4</b>
Appurtenances Configuration	5
<b>4. ANALYSIS PROCEDURE</b>	<b>6</b>
Analysis Program	6
Assumptions	6
<b>5. ANALYSIS RESULTS</b>	<b>6</b>
<b>6. FINDINGS &amp; RECOMMENDATIONS</b>	<b>7</b>
<b>7. REPORT DISCLAIMER</b>	<b>8</b>
<b>APPENDIX 1 – FEM ANALYSIS PRINTOUT</b>	<b>9</b>
<b>APPENDIX 2 – SOURCE DATA / REFERENCES</b>	<b>10</b>

**Separate Attachment:****MEI Structural Drawings**

## 1. INTRODUCTION & SCOPE

A mount structural analysis was performed by Malouf Engineering Int'l (MEI), as requested and authorized by Ms. Amanda Eastin, Verizon Wireless, to determine whether the subject support mount(s) will be in compliance with the referenced code/standard(s) when supporting the appurtenances configuration loading. The different report sections detail the applicable information used in this analysis, relating to the mount data, the appurtenances configuration and the loading considered.

The different report sections detail the applicable information used in this evaluation, relating to the mount data, the appurtenances configuration and the wind and ice loading considered.

## 2. SOURCE OF DATA

The following information has been used in this evaluation as source data that accurately represent the mount and the related appurtenances:

	Source	Information	Reference
STRUCTURE			
Existing Structure	-	No Data Provided	-
Mount Information	MEI Records	Previous Structural Analysis	ID TX01650N-17V0 Dated 03/28/2017
Material Grade	Assumed based on typical mount materials used for this type/manufacturer – Refer to Appendix.		
APPURTENANCES CONFIGURATION			
	MEI Records	Previous Structural Analysis	ID TX01650N-17V0 Dated 03/28/2017
	Smartlink / Ms. Brittnee Zimmerman	VzW 2017 RET CQI SMCO Sheet	Received 02/17/2017
		VzW 4RX SMCO Sheet	Email Dated 03/27/2017
		VzW Construction Drawings by PM&A	Job #VWNT17027 Dated 04/14/2017
PRIOR STRUCTURAL MODIFICATIONS		Not Known	

## 3. ANALYSIS CRITERIA

The structural analysis performed used the following criteria:

<b>CODE / STANDARD</b>	2015 Int'l Building Code / ASCE 7-10 / ANSI/TIA-222-G-2 Standard	
<b>LOADING CASES</b>	Full Wind:	115 Mph ultimate gust [equiv. 90 Mph (3-sec gust)] w/No Radial Ice**
<b>STRUCTURE CRITERIA</b>	Structure Classification: Class II	
	Exposure Category: 'C' – Topographic Category: 1	

From the structural evaluation of the data provided, this structure would not be significantly impacted by the noted appurtenances loads as stated above when considering the structure to have been properly designed for the original loading. The impact of the proposed antenna loading is not significant when compared to the overall loading of the structure, and therefore, in our professional opinion, is negligible.

### Appurtenances Configuration

The following appurtenances configuration is denoted by Table 1:\*

**Table 1: Appurtenances Configuration on Pedestal Shaft Considered**

Elev (ft)	Tenant	Ants Qty	Appurtenance Model / Description	Mount Description
102.8±	VzW	6	SBNHH-1D65C [LTE/AWS] Panel Antennas [96.4 in H x 11.9 in W x 7.1 in D / (7.97 ft² area): Wt = 65.6 lbs ea.]	New and Existing Pipe Mounts onto Water Tank Pedestal
		3	RxxDC-3315-PF-48 OVP Boxes [21in H x 16in W x 10.25in D / (2.33ft² area): Wt = 27 lbs ea.]	
		3	RRH2x60W LTE Boxes [37 in H x 11 in W x 5 in D / (2.83 ft² area): Wt = 72 lbs ea.]	
Current Appurtenances To Remain				
102.8±	VzW	3	PCSX065-18-x [PCS] Panel Antennas [72.4 in H x 6.3 in W x 3.5 in D / (3.17 ft² area): Wt = 24.2 lbs ea.]	Existing Pipe Mounts onto Water Tank Pedestal
		6	TMA DD 1900 FB TMAs [11.7 in H x 11.3 in W x 2.8 in D / (0.92 ft² area): Wt = 16.0 lbs ea.]	
		6	2100 MHz Dual Inline AISG TMAs [9.0 in H x 6.7 in W x 3.3 in D / (0.42 ft² area): Wt = 6.0 lbs ea.]	
Current Appurtenances To Be Removed				
102.8±	VzW	3	X7C-665-x [LTE] Panel Antennas [72 in H x 12.5 in W x 7.1 in D / (6.25 ft² area): Wt = 43.2 lbs ea.]	
		3	BXA-171063-12CF-EDIN [AWS] Panel Antennas [72.5 in H x 6.1 in W x 4.1 in D / (3.07 ft² area): Wt = 20.8 lbs ea.]	

**Table 3: Difference in Weight & Area– Existing vs. Proposed Configurations**

Current Configuration	New Configuration	Difference Due to Proposed Changes
Total Wt = 396.6 lbs Total Area = 45.49 ft²	Total Wt = 895.2 lbs Total Area = 80.8 ft²	Weight = <b>498.6 lbs ± Increase</b> Area = <b>35.31 ft² ± Increase</b>

The mounts for typical sector are modeled for the finite element analysis, with all 3 sectors being the same.

#### Notes:

- \* Feed lines are not listed above since have no structural impact onto antenna mounts.
- \*\*As per 2015 IBC for ultimate 3-sec gust wind speed converted to nominal 3-sec gust wind speed as per Sect. 1609.3.1 as required to be used in ANSI/TIA-222-G Standard per exception 5 of Sect. 1609.1.1.
- All elevations are measured from AGL.
- The above appurtenances represent MEI's understanding of the appurtenances configuration. If different than above, the analysis is invalid. Please contact MEI if any discrepancies are found.

#### 4. ANALYSIS PROCEDURE

The subject mount is analyzed for feasibility of the installation of the appurtenances configuration previously noted. The data records furnished were reviewed and a computer stress analysis was performed in accordance with the noted Standard provisions and with the agreed scope of work terms and the results of this analysis are reported.

##### Analysis Program

The computer program used to model the structure is STAADPro FEA Program (ver. V8i), a commercially available general purpose structural finite element program by Bentley Systems, Carlsbad, CA.

##### Assumptions

This engineering study is based on the theoretical capacity of the structural members and the available connections data and is not a condition assessment. This analysis is based on information available or obtained, and therefore, its results are based on and as accurate as that data.

- This mount is assumed to have been properly maintained and to be in good condition with no structural defects and with no deterioration to its member capacities.
- The member sizes and configuration are considered accurate as supplied. The material grade is as per data supplied and/or as assumed and as stated.
- The appurtenances configuration is as supplied and/or as stated in the report.
- All welds and connections are assumed to develop at least the member capacity, unless determined otherwise and explicitly stated in this report.

If any of the above assumptions are not valid or have been made in error, this analysis results may be invalidated, MEI should be contacted to review any contradictory information to determine its effect.

#### 5. ANALYSIS RESULTS

The results of the structural stress analysis based on data available and with the previous listed criteria, indicated the following:

**Table 3: Stress Analysis Results**

Member Type	Max. Stress Ratio	Pass/Fail	Comments
EXISTING SUPPORT MOUNT(S)	< 8%	Pass	
NEW SUPPORT MOUNT(S)	18.5%	Pass	
NEW DUAL CLAMP(S)	<b>66.3%</b>	Pass	

##### Notes:

1. The Maximum Stress Ratio is the percentage that the maximum load in the member is relative to the allowable load as determined by Code requirements.
2. Refer to the Appendix 1 for more details on the member loads.
3. A maximum stress ratio between 100% and 105% may be considered as *Acceptable* according to industry standard practice.

## 6. FINDINGS & RECOMMENDATIONS

- Based on the stress analysis performed, the support mounts **are in conformance** with the Int'l Building Code / ANSI/TIA 222-G Standard for the loading considered under the criteria listed and referenced in the report sections.
- ***The subject mounts are structurally acceptable to support the noted appurtenances configuration.***
- **Install the new appurtenances as per MEI Drawings in separate attachment.**
- *We recommend that all existing pipe mounts, brackets and all connections be inspected for any structural deficiencies, (i.e. any loose, bent and damaged members) and any damaged members should be replaced with equal member and/or part or better and any loose bolted connections should be tightened as required.*

## 7. REPORT DISCLAIMER

*The engineering services rendered by Malouf Engineering International, Inc. ('MEI') in connection with this Structural Analysis are limited to a computer analysis of the structural component. MEI does not analyze the fabrication, including welding and connection capacities, except as included in this Report.*

The analysis performed and the conclusions contained herein are based on the assumption listed.

The information and conclusions contained in this Report were determined by application of the current "state-of-the-art" engineering and analysis procedures and formulae. MALOUF ENGINEERING INTERNATIONAL, INC. assumes no obligation to revise any of the information or conclusions contained in this Report in the event that such engineering and analysis procedures and formulae are hereafter modified or revised. In addition, under no circumstances will MALOUF ENGINEERING INTERNATIONAL, INC. have any obligation or responsibility whatsoever for or on account of consequential or incidental damages sustained by any person, firm or organization as a result of any information or conclusions contained in the Report, and the maximum liability of MALOUF ENGINEERING INTERNATIONAL, INC., if any, pursuant to this Report shall be limited to the total funds actually received by MALOUF ENGINEERING INTERNATIONAL, INC. for preparation of this Report.

Customer has requested MALOUF ENGINEERING INTERNATIONAL, INC. to prepare and submit to Customer an engineering analysis with respect to the subject structural component and has further requested MALOUF ENGINEERING INTERNATIONAL, INC. to make appropriate recommendations regarding suggested structural modifications and changes. In making such request of MALOUF ENGINEERING INTERNATIONAL, INC., Customer has informed MALOUF ENGINEERING INTERNATIONAL, INC. that Customer will make a determination as to whether or not to implement any of the changes or modifications which may be suggested by MALOUF ENGINEERING INTERNATIONAL, INC. and that Customer will have any such changes or modifications made by riggers, erectors and other subcontractors of Customer's choice. MALOUF ENGINEERING INTERNATIONAL, INC. shall have the right to rely upon the accuracy of the information supplied by the customer and shall not be held responsible for the Customer's misrepresentation or omission of relevant fact whether intentional or otherwise.

Customer hereby agrees and acknowledges that MALOUF ENGINEERING INTERNATIONAL, INC. shall have no liability whatsoever to Customer or to others for any work or services performed by any persons other than MALOUF ENGINEERING INTERNATIONAL, INC. in connection with the implementation of services including but not limited to any services rendered for Customer or for others by riggers, erectors or other subcontractors. Customer acknowledges and agrees that any riggers, erectors or subcontractors retained or employed by Customer shall be solely responsible to Customer and to others for the quality of work performed by them and that MALOUF ENGINEERING INTERNATIONAL, INC. shall have no liability or responsibility whatsoever as a result of any negligence or breach of contract by any such rigger, erector or subcontractor and that Customer and rigger, erector, or subcontractor will provide MALOUF ENGINEERING INTERNATIONAL, INC. with a Certificate of Insurance naming MALOUF ENGINEERING INTERNATIONAL, INC. as additional insured.

---

## APPENDIX 1 – FEM ANALYSIS PRINTOUT

---



## LOADING CALCULATIONS

Tower Type & Height : **Watertank Mount Analysis**  
 Site : **Lake Worth WT Repl. Site #LC104624 / Fort Worth, TX. ( Tarrant County )**  
 MEI Job # : **TX01650W-17V1**  
 Client : **Verizon Wireless**

**Building/Structural Codes and Standards:**      **IBC - 2015**      IBC version  
    **ASCE 7-10**      ASCE version

The following calculations are based on the above codes/standards to evaluate the loading involved and to calculate the additional proposed loading, that will be used as input data to be used for a FEM Structural Analysis.

**(IV) Wind Load:**      Calculations as Per ASCE

**RiskCat := 2**      Risk Category - Table 1.1  
**V<sub>3sec</sub> := 115**      Mph - Basic wind speed (gust at 33') Fig 26.5-1A  
**Exp<sub>cat</sub> := "C"**      Exposure category  
**G<sub>rf</sub> := 0.85**      Gust response factor  
**z := 102.8**      (Feet) Elevation above ground level of Appurtenance(s)  
**K<sub>z</sub> = 1.273**      Velocity pressure coefficient - Table 27.3-1  
**K<sub>zt</sub> := 1.00**      Wind speed over hills & escarpments section  
**K<sub>dr</sub> := 0.95**      Directionality factor Table 26.6-1

$$K_z := 2.01 \left( \frac{z}{z_g} \right)^{\frac{2}{\alpha}}$$

$q_z := 0.00256 \cdot K_z \cdot K_{zt} \cdot K_{dr} \cdot (V_{3sec})^2 \cdot \text{psf}$       Velocity Pressure Eq. 29.3-1      **qz = 40.94 · psf**

Pressure       $P_{ASCE} := q_z \cdot G_{rf}$       **P<sub>ASCE</sub> = 34.80 · psf**

Force/ Drag coefficients      **C<sub>fF</sub> := 2.00**      on Flats (members)      **C<sub>fR</sub> := 1.20**      on Round (members)

**Wind load on MEMBERS**

Round Members

$F_{2375} := C_{fR} \cdot 2.375 \cdot \text{in} \cdot (P_{ASCE})$       **F<sub>2375</sub> = 8.27 · plf**

$F_{40} := C_{fR} \cdot 4.00 \cdot \text{in} \cdot (P_{ASCE})$       **F<sub>40</sub> = 13.92 · plf**

$F_{45} := C_{fR} \cdot 4.50 \cdot \text{in} \cdot (P_{ASCE})$       **F<sub>45</sub> = 15.66 · plf**

Flat Members

$F_{15} := C_{fF} \cdot 1.50 \cdot \text{in} \cdot (P_{ASCE})$       **F<sub>15</sub> = 8.70 · plf**

$F_{25} := C_{fF} \cdot 2.50 \cdot \text{in} \cdot (P_{ASCE})$       **F<sub>25</sub> = 14.50 · plf**

$F_3 := C_{fF} \cdot 3.00 \cdot \text{in} \cdot (P_{ASCE})$       **F<sub>3</sub> = 17.40 · plf**

Flat Surfaces

$F_{pl} := C_{fF} \cdot P_{ASCE}$       **F<sub>pl</sub> = 69.60 · psf**

**PROPOSED Antennae Wind Load:**

**VERIZON WIRELESS:**

**SBNHH-1D65C (LTE/AWS)**  
**panel ants.**

**(2) Per SECTOR**

(Dimensions & Weight)

$$hT1 := 96.4 \cdot \text{in} \quad wth1 := 11.9 \cdot \text{in} \quad dth1 := 7.1 \cdot \text{in} \quad wT1 := 65.6 \cdot \text{lb}$$

$$fA1 := hT1 \cdot wth1 \quad fA1 = 7.97 \text{ ft}^2 \quad (\text{Frontal Area})$$

$$EpaTp1 := 11.45 \cdot \text{ft}^2 \quad EpaATs1 := 7.70 \cdot \text{ft}^2 \quad 0.50 \cdot wT1 = 32.8 \text{ lb}$$

VzW

Shear

$$F_{epaTp1} := P_{ASCE} \cdot (EpaTp1) \quad F_{epaTp1} = 398.48 \text{ lb} \quad 0.50 \cdot F_{epaTp1} = 199.2 \text{ lb}$$

$$F_{epaATs1} := P_{ASCE} \cdot (EpaATs1) \quad F_{epaATs1} = 267.98 \text{ lb} \quad 0.50 \cdot F_{epaATs1} = 134.0 \text{ lb}$$

**Main OVP Dis. Box**  
**(RxxDC-3315-PF-48)**

**(1) Per SECTOR**

(Dimensions & Weight)

$$hT2 := 21.0 \cdot \text{in} \quad wth2 := 16.0 \cdot \text{in} \quad dth2 := 10.25 \cdot \text{in} \quad wT2 := 27.0 \cdot \text{lb}$$

$$fA2 := hT2 \cdot wth2 \quad fA2 = 2.33 \text{ ft}^2 \quad (\text{Frontal Area})$$

$$EpaTp2 := 2.80 \cdot \text{ft}^2 \quad EpaATs2 := 1.79 \cdot \text{ft}^2$$

VzW

Shear

$$F_{epaTp2} := P_{ASCE} \cdot (EpaTp2) \quad F_{epaTp2} = 97.45 \text{ lb}$$

$$F_{epaATs2} := P_{ASCE} \cdot (EpaATs2) \quad F_{epaATs2} = 62.30 \text{ lb}$$

**RRH 2x60 (LTE) Boxes**

**(1) Per SECTOR**

(Dimensions & Weight)

$$hT3 := 37.0 \cdot \text{in} \quad wth3 := 11.0 \cdot \text{in} \quad dth3 := 5.0 \cdot \text{in} \quad wT3 := 72.0 \cdot \text{lb}$$

$$fA3 := hT3 \cdot wth3 \quad fA3 = 2.83 \text{ ft}^2 \quad (\text{Frontal Area})$$

$$EpaTp3 := 3.50 \cdot \text{ft}^2 \quad EpaATs3 := 1.82 \cdot \text{ft}^2$$

VzW

Shear

$$F_{epaTp3} := P_{ASCE} \cdot (EpaTp3) \quad F_{epaTp3} = 121.81 \text{ lb}$$

$$F_{epaATs3} := P_{ASCE} \cdot (EpaATs3) \quad F_{epaATs3} = 63.34 \text{ lb}$$

**EXISTING TO BE REPLACED Antennae Wind Load:**

**EXISTING Antennae Wind Load:**

**X7C-665-x**  
**(LTE Antennas)**

**(1) Per SECTOR**

(Antenna Dimensions & Weight)

$$hT4 := 72 \cdot \text{in} \quad wth4 := 12.5 \cdot \text{in} \quad dth4 := 7.1 \cdot \text{in} \quad wT4 := 43.2 \cdot \text{lb}$$

$$fA4 := hT4 \cdot wth4 \quad fA4 = 6.25 \text{ ft}^2 \quad (\text{Frontal Area})$$

$$EpaTp4 := 8.41 \cdot \text{ft}^2 \quad EpaATs4 := 5.34 \cdot \text{ft}^2$$

VzW

Shear

$$F_{epaTp4} := P_{ASCE} \cdot (EpaTp4) \quad F_{epaTp4} = 292.69 \text{ lb}$$

$$F_{epaATs4} := P_{ASCE} \cdot (EpaATs4) \quad F_{epaATs4} = 185.84 \text{ lb}$$

**BXA-171063-12CF**  
(AWS Antennas)

**(1) Per SECTOR**

(Antenna Dimensions & Weight)

$$hT5 := 72.5 \cdot \text{in} \quad wth5 := 6.1 \cdot \text{in} \quad dth5 := 4.1 \cdot \text{in} \quad wT5 := 20.8 \cdot \text{lb}$$

$$fA5 := hT5 \cdot wth5 \quad fA5 = 3.07 \text{ ft}^2 \quad (\text{Frontal Area})$$

$$EpaTp5 := 4.80 \cdot \text{ft}^2 \quad EpaATs5 := 3.63 \cdot \text{ft}^2$$

VzW

Shear

$$F_{epaTp5} := P_{ASCE} \cdot (EpaTp5) \quad F_{epaTp5} = 167.05 \text{ lb}$$

$$F_{epaATs5} := P_{ASCE} \cdot (EpaATs5) \quad F_{epaATs5} = 126.33 \text{ lb}$$

**EXISTING TO REMAIN Wind Load:**

**(2) Per SECTOR**

(Dimensions & Weight)

**2100 Mhz Dual Inline**  
**AISG TMA's**

$$hT6 := 9.0 \cdot \text{in} \quad wth6 := 6.7 \cdot \text{in} \quad dth6 := 3.3 \cdot \text{in} \quad wT6 := 6.0 \cdot \text{lb}$$

$$fA6 := hT6 \cdot wth6 \quad fA6 = 0.42 \text{ ft}^2 \quad (\text{Frontal Area})$$

$$Epa6f := 0.50 \cdot \text{ft}^2 \quad Epa6s := 0.25 \cdot \text{ft}^2$$

VzW

Shear

$$F_{epaA6f} := P_{ASCE} \cdot (Epa6f) \quad F_{epaA6f} = 17.40 \text{ lb}$$

$$F_{epaA6s} := P_{ASCE} \cdot (Epa6s) \quad F_{epaA6s} = 8.70 \text{ lb}$$

**Cleargain DD1900 DB**  
**TMA's**

**(2) Per SECTOR**

(Antenna Dimensions & Weight)

$$hT7 := 11.7 \cdot \text{in} \quad wth7 := 11.3 \cdot \text{in} \quad dth7 := 2.8 \cdot \text{in} \quad wT7 := 16.0 \cdot \text{lb}$$

$$fA7 := hT7 \cdot wth7 \quad fA7 = 0.92 \text{ ft}^2 \quad (\text{Frontal Area})$$

$$EpaTp7 := 1.10 \cdot \text{ft}^2 \quad EpaATs7 := 0.29 \cdot \text{ft}^2$$

VzW

Shear

$$F_{epaTp7} := P_{ASCE} \cdot (EpaTp7) \quad F_{epaTp7} = 38.28 \text{ lb}$$

$$F_{epaATs7} := P_{ASCE} \cdot (EpaATs7) \quad F_{epaATs7} = 10.09 \text{ lb}$$

**PCSX065-18-6 (PCS)**  
panel antennas

**(1) Per SECTOR**

(Antenna Dimensions & Weight)

$$hT8 := 72.4 \cdot \text{in} \quad wth8 := 6.3 \cdot \text{in} \quad dth8 := 3.5 \cdot \text{in} \quad wT8 := 24.2 \cdot \text{lb}$$

$$fA8 := hT8 \cdot wth8 \quad fA8 = 3.17 \text{ ft}^2 \quad (\text{Frontal Area})$$

$$EpaTp8 := 4.91 \cdot \text{ft}^2 \quad EpaATs8 := 3.27 \cdot \text{ft}^2$$

$$0.50 \cdot wT8 = 12.1 \text{ lb}$$

VzW

Shear

$$F_{epaTp8} := P_{ASCE} \cdot (EpaTp8) \quad F_{epaTp8} = 170.88 \text{ lb}$$

$$F_{epaATs8} := P_{ASCE} \cdot (EpaATs8) \quad F_{epaATs8} = 113.80 \text{ lb}$$

$$0.50 \cdot F_{epaTp8} = 85.4 \text{ lb}$$

$$0.50 \cdot F_{epaATs8} = 56.9 \text{ lb}$$

### **MINIMUM LIVE LOADS**

**250 lb** Concentrated Load

Service/ Live Load

The Watertank Railing is modeled for a Finite Element Analysis using STAAD-PRO computer program and all the loads in the mount members are determined and checked for AISC code compliance by the program.

Refer to the computer analysis printout in the following sheets for more details.

*From the FEA computer analysis results, we have:*  
the max stress ratio of the Catwalk members as designed is:

**66.3% < 100% Satisfactory!**



Malouf Engineering International Inc.  
17950 Preston Rd., Suite #720 / Dallas, Texas. 75252  
www.maloufengineering.com

Software licensed to MEI Inc.

Job Title Lake Worth WT Repl. Site LC No. 104524 - Mount Analysis

Client VERIZON WIRELESS - NTx-4-Rx

Job No  
**TX01650W-17V**

Sheet No  
**1**

Rev

Part

Ref

By HML

Date 19-Apr-17

Chd MM

File TX01650W-17V1\_Ant-Pip

Date/Time 19-Apr-2017 16:48

## Job Information

	Engineer	Checked	Approved
Name:	HML	MM	MM
Date:	19-Apr-17	19-Apr-17	19-Apr-17

Project ID	
Project Name	

### Comments

Lake Worth WT Repl. Site LC No. 104524 - Mount Analysis  
Checked as Per IBC 2015/ ASCE 7-10 for a 115 Mph (3-Sec) - Exp. "C"

Structure Type	SPACE FRAME
----------------	-------------

Number of Nodes	38	Highest Node	46
Number of Elements	37	Highest Beam	48

Number of Basic Load Cases	4
Number of Combination Load Cases	6

Included in this printout are data for:

All	The Whole Structure
-----	---------------------

Included in this printout are results for load cases:

Type	L/C	Name
Primary	1	DEAD LOADS
Primary	2	FRONT WIND LOADS
Primary	3	SIDE WIND LOADS
Primary	4	MAN LOAD
Combination	5	GENERATED COMBO 1) 1.4D
Combination	6	GENERATED COMBO 4) 0 DEG(1.2D + 1
Combination	7	GENERATED COMBO 4) 90 DEG(1.2D +
Combination	8	GENERATED COMBO 6) 0 DEG(0.9D + 1
Combination	9	GENERATED COMBO 6) 90 DEG(0.9D +
Combination	10	GENERATED COMBO 8) 1.0 MAN 1

## Section Properties

Prop	Section	Area (in <sup>2</sup> )	I <sub>yy</sub> (in <sup>4</sup> )	I <sub>zz</sub> (in <sup>4</sup> )	J (in <sup>4</sup> )	Material
1	L60406	3.610	15.594	2.780	0.172	STEEL
2	PIPS20	1.020	0.627	0.627	1.262	STEEL
3	FB-1.50X0.500	0.751	0.016	0.141	0.063	STEEL



Malouf Engineering International Inc.  
17950 Preston Rd., Suite #720 / Dallas, Texas. 75252  
www.maloufengineering.com

Job No

**TX01650W-17V**

Sheet No

**2**

Rev

Software licensed to MEI Inc.

Part

Job Title Lake Worth WT Repl. Site LC No. 104524 - Mount Analysis

Ref

By HML

Date 19-Apr-17

Chd MM

Client VERIZON WIRELESS - NTx-4-Rx

File TX01650W-17V1\_Ant-Pip

Date/Time 19-Apr-2017 16:48

## Materials

Mat	Name	E (kip/in <sup>2</sup> )	$\nu$	Density (kip/in <sup>3</sup> )	$\alpha$ (/°F)
1	STEEL	29E+3	0.300	0.000	6E-6
2	STAINLESSSTEEL	28E+3	0.300	0.000	10E-6
3	ALUMINUM	10E+3	0.330	0.000	13E-6
4	CONCRETE	3.15E+3	0.170	0.000	5E-6

## Primary Load Cases

Number	Name	Type
1	DEAD LOADS	Dead
2	FRONT WIND LOADS	Wind
3	SIDE WIND LOADS	Wind
4	MAN LOAD	Wind


## Combination Load Cases

Comb.	Combination L/C Name	Primary	Primary L/C Name	Factor
5	GENERATED COMBO 1) 1.4D	1	DEAD LOADS	1.40
6	GENERATED COMBO 4) 0 DEG(1.2D + 1	1	DEAD LOADS	1.20
		2	FRONT WIND LOADS	1.00
7	GENERATED COMBO 4) 90 DEG(1.2D +	1	DEAD LOADS	1.30
		3	SIDE WIND LOADS	1.00
8	GENERATED COMBO 6) 0 DEG(0.9D + 1	1	DEAD LOADS	0.90
		2	FRONT WIND LOADS	1.00
9	GENERATED COMBO 6) 90 DEG(0.9D +	1	DEAD LOADS	0.90
		3	SIDE WIND LOADS	1.00
10	GENERATED COMBO 8) 1.0 MAN 1	1	DEAD LOADS	1.20
		4	MAN LOAD	1.00

## Node Displacement Summary

	Node	L/C	X (in)	Y (in)	Z (in)	Resultant (in)	rX (rad)	rY (rad)	rZ (rad)
Max X	36	6:GENERATEI	<b>0.172</b>	0.004	-0.035	0.176	0.001	-0.014	-0.000
Min X	36	3:SIDE WIND I	<b>-0.154</b>	0.002	0.031	0.157	0.000	0.013	-0.000
Max Y	38	2:FRONT WIN	0.110	<b>0.030</b>	-0.170	0.205	0.002	-0.022	-0.001
Min Y	39	6:GENERATEI	0.112	<b>-0.035</b>	-0.154	0.193	-0.002	-0.022	0.001
Max Z	38	3:SIDE WIND I	-0.100	-0.005	<b>0.129</b>	0.164	-0.000	0.024	0.002
Min Z	38	6:GENERATEI	0.111	0.017	<b>-0.171</b>	0.205	0.003	-0.022	-0.001
Max rX	38	6:GENERATEI	0.111	0.017	-0.171	0.205	<b>0.003</b>	-0.022	-0.001
Min rX	39	2:FRONT WIN	0.113	-0.023	-0.155	0.193	<b>-0.002</b>	-0.022	0.001
Max rY	37	3:SIDE WIND I	-0.141	-0.005	0.120	0.185	-0.000	<b>0.024</b>	0.002
Min rY	37	6:GENERATEI	0.125	0.009	-0.121	0.174	0.002	<b>-0.022</b>	-0.001
Max rZ	38	7:GENERATEI	-0.099	-0.019	0.129	0.163	-0.000	0.024	<b>0.002</b>




 <p>Malouf Engineering International Inc. 17950 Preston Rd., Suite #720 / Dallas, Texas. 75252 www.maloufengineering.com</p> <p>Software licensed to MEI Inc.</p>	Job No <b>TX01650W-17V</b>	Sheet No <b>3</b>	Rev
	Part		
Job Title Lake Worth WT Repl. Site LC No. 104524 - Mount Analysis	Ref		
Client VERIZON WIRELESS - NTx-4-Rx	By HML	Date 19-Apr-17	Chd MM
	File TX01650W-17V1_Ant-Pip	Date/Time 19-Apr-2017 16:48	

### Node Displacement Summary Cont...

	Node	L/C	X (in)	Y (in)	Z (in)	Resultant (in)	rX (rad)	rY (rad)	rZ (rad)
Min rZ	39	3:SIDE WIND I	-0.108	0.004	0.125	0.165	0.000	0.024	<b>-0.002</b>
Max Rst	38	2:FRONT WIN	0.110	0.030	-0.170	<b>0.205</b>	0.002	-0.022	-0.001

### Utilization Ratio

Beam	Analysis Property	Design Property	Actual Allowable		Ratio (Act./Allow.)	Clause	L/C	Ax (in <sup>2</sup> )	Iz (in <sup>4</sup> )	Iy (in <sup>4</sup> )	Ix (in <sup>4</sup> )
8	L60406	L60406	0.059	1.000	0.059	Eq. H3-8	10	3.610	2.732	15.641	0.169
9	L60406	L60406	0.038	1.000	0.038	Eq. H3-8	10	3.610	2.732	15.641	0.169
10	L60406	L60406	0.036	1.000	0.036	Eq. H3-8	10	3.610	2.732	15.641	0.169
11	PIPS20	PIPS20	0.001	1.000	0.001	Eq. H1-1b	7	1.020	0.627	0.627	1.254
12	PIPS20	PIPS20	0.185	1.000	0.185	Eq. H1-1b	6	1.020	0.627	0.627	1.254
13	PIPS20	PIPS20	0.073	1.000	0.073	Eq. H1-1b	10	1.020	0.627	0.627	1.254
14	PIPS20	PIPS20	0.054	1.000	0.054	Eq. H1-1b	6	1.020	0.627	0.627	1.254
15	L60406	L60406	0.060	1.000	0.060	Eq. H3-8	10	3.610	2.732	15.641	0.169
16	L60406	L60406	0.038	1.000	0.038	Eq. H3-8	10	3.610	2.732	15.641	0.169
17	L60406	L60406	0.036	1.000	0.036	Eq. H3-8	10	3.610	2.732	15.641	0.169
18	L60406	L60406	0.037	1.000	0.037	Eq. H3-8	10	3.610	2.732	15.641	0.169
19	L60406	L60406	0.040	1.000	0.040	Eq. H2-1	7	3.610	2.732	15.641	0.169
20	PIPS20	PIPS20	0.000	1.000	0.000	Sec. G1	7	1.020	0.627	0.627	1.254
21	PIPS20	PIPS20	0.076	1.000	0.076	Eq. H1-1b	7	1.020	0.627	0.627	1.254
22	PIPS20	PIPS20	0.000	1.000	0.000	Sec. G1	7	1.020	0.627	0.627	1.254
23	L60406	L60406	0.037	1.000	0.037	Eq. H3-8	10	3.610	2.732	15.641	0.169
24	L60406	L60406	0.035	1.000	0.035	Eq. H3-8	10	3.610	2.732	15.641	0.169
25	FB-1.50X0.5	FB-1.50X0.5	0.324	1.000	0.324	Eq. H1-1b	8	0.751	0.141	0.016	0.063
26	FB-1.50X0.5	FB-1.50X0.5	0.427	1.000	0.427	Eq. H1-1b	6	0.751	0.141	0.016	0.063
27	FB-1.50X0.5	FB-1.50X0.5	0.273	1.000	0.273	Eq. H1-1b	7	0.751	0.141	0.016	0.063
28	FB-1.50X0.5	FB-1.50X0.5	0.407	1.000	0.407	Eq. H1-1b	9	0.751	0.141	0.016	0.063
29	FB-1.50X0.5	FB-1.50X0.5	0.237	1.000	0.237	Eq. H1-1b	7	0.751	0.141	0.016	0.063
30	FB-1.50X0.5	FB-1.50X0.5	0.427	1.000	0.427	Eq. H1-1b	7	0.751	0.141	0.016	0.063
31	PIPS20	PIPS20	0.086	1.000	0.086	Eq. H1-1b	6	1.020	0.627	0.627	1.254
32	PIPS20	PIPS20	0.094	1.000	0.094	Eq. H1-1b	10	1.020	0.627	0.627	1.254
33	PIPS20	PIPS20	0.098	1.000	0.098	Eq. H1-1b	6	1.020	0.627	0.627	1.254
34	PIPS20	PIPS20	0.081	1.000	0.081	Eq. H1-1b	6	1.020	0.627	0.627	1.254
35	PIPS20	PIPS20	0.006	1.000	0.006	Eq. H1-1b	7	1.020	0.627	0.627	1.254
36	PIPS20	PIPS20	0.006	1.000	0.006	Eq. H1-1b	7	1.020	0.627	0.627	1.254
40	PIPS20	PIPS20	0.136	1.000	0.136	Eq. H1-1b	7	1.020	0.627	0.627	1.254
42	PIPS20	PIPS20	0.104	1.000	0.104	Eq. H1-1b	10	1.020	0.627	0.627	1.254
43	FB-1.50X0.5	FB-1.50X0.5	0.658	1.000	0.658	Eq. H1-1b	8	0.751	0.141	0.016	0.063
44	FB-1.50X0.5	FB-1.50X0.5	0.663	1.000	0.663	Eq. H1-1b	6	0.751	0.141	0.016	0.063
45	PIPS20	PIPS20	0.001	1.000	0.001	Eq. H1-1b	7	1.020	0.627	0.627	1.254
46	L60406	L60406	0.119	1.000	0.119	Eq. H2-1	7	3.610	2.732	15.641	0.169
47	L60406	L60406	0.088	1.000	0.088	Eq. H2-1	9	3.610	2.732	15.641	0.169
48	PIPS20	PIPS20	0.000	1.000	0.000	Sec. G1	7	1.020	0.627	0.627	1.254

 <p>Malouf Engineering International Inc. 17950 Preston Rd., Suite #720 / Dallas, Texas. 75252 www.maloufengineering.com</p> <p>Software licensed to MEI Inc.</p>	Job No	Sheet No	Rev
	<b>TX01650W-17V</b>	<b>4</b>	
Job Title Lake Worth WT Repl. Site LC No. 104524 - Mount Analysis	Part		
	Ref		
	By HML	Date 19-Apr-17	Chd MM
Client VERIZON WIRELESS - NTx-4-Rx	File TX01650W-17V1_Ant-Pip	Date/Time 19-Apr-2017 16:48	

### **Failed Members**

*There is no data of this type.*





Malouf Engineering International Inc.  
17950 Preston Rd., Suite #720 / Dallas, Texas. 75252  
www.maloufengineering.com

Software licensed to MEI Inc.

Job Title Lake Worth WT Repl. Site LC No. 104524 - Mount Analysis

Client VERIZON WIRELESS - NTx-4-Rx

Job No  
**TX01650W-17V**

Sheet No  
**5**

Rev

Part

Ref

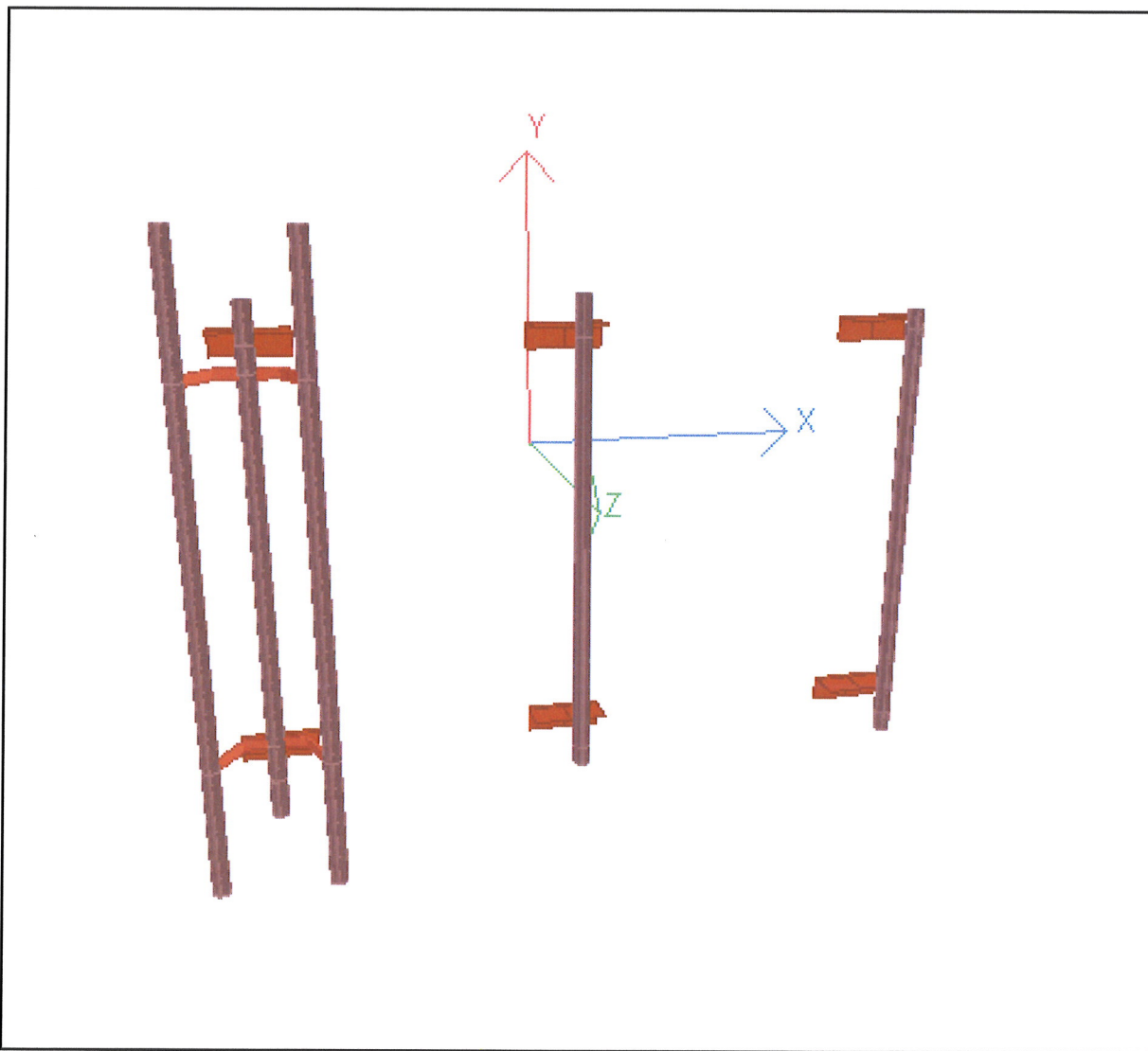
By HML

Date 19-Apr-17

Chd MM

File TX01650W-17V1\_Ant-Pip

Date/Time 19-Apr-2017 16:48



3D Rendered View



Malouf Engineering International Inc.  
17950 Preston Rd., Suite #720 / Dallas, Texas. 75252  
www.maloufengineering.com

Job No  
**TX01650W-17V**

Sheet No

**6**

Rev

Software licensed to MEI Inc.

Job Title Lake Worth WT Repl. Site LC No. 104524 - Mount Analysis

Part

Ref

By HML

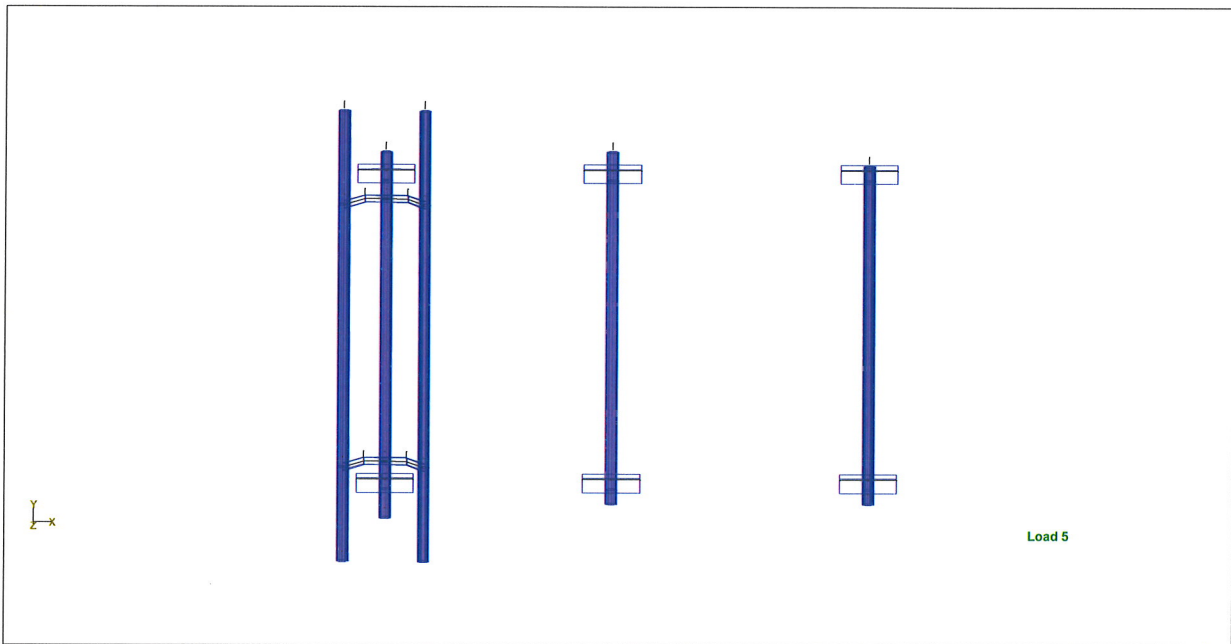
Date 19-Apr-17

Chd MM

Client VERIZON WIRELESS - NTx-4-Rx

File TX01650W-17V1\_Ant-Pip

Date/Time 19-Apr-2017 16:48



Whole Structure - FRONT VIEW



Malouf Engineering International Inc.  
17950 Preston Rd., Suite #720 / Dallas, Texas. 75252  
www.maloufengineering.com

Job No  
**TX01650W-17V**

Sheet No  
**7**

Rev

Software licensed to MEI Inc.

Part

Job Title Lake Worth WT Repl. Site LC No. 104524 - Mount Analysis

Ref

By HML

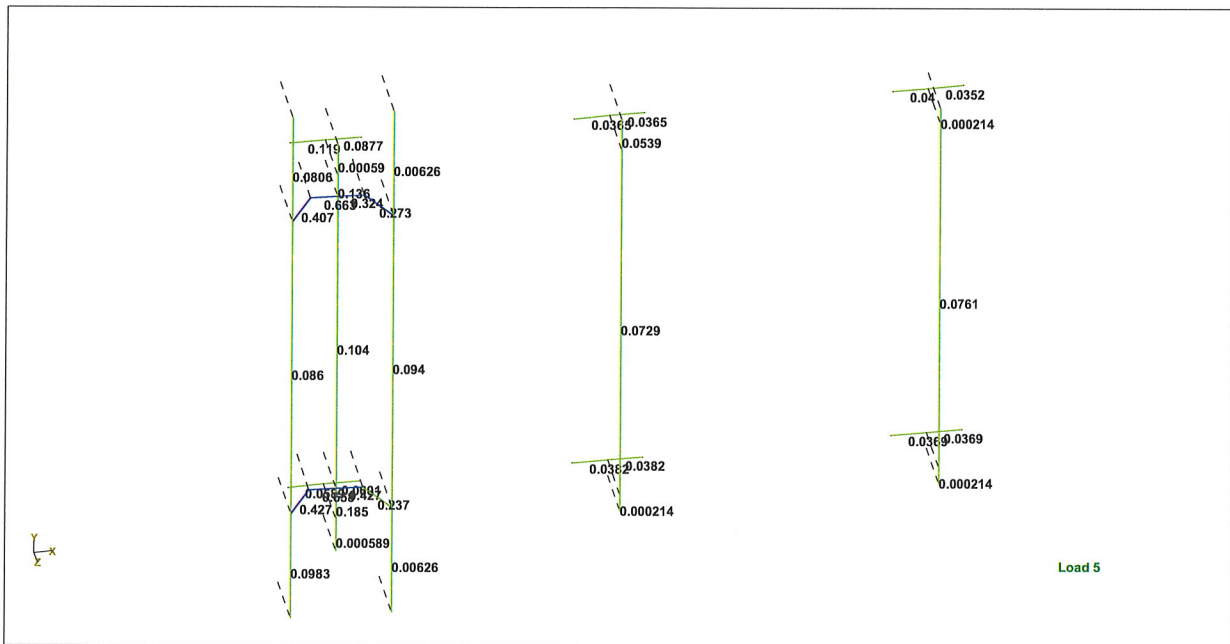
Date 19-Apr-17

Chd MM

Client VERIZON WIRELESS - NTx-4-Rx

File TX01650W-17V1\_Ant-Pip

Date/Time 19-Apr-2017 16:48



a) Maximum Stress Ratios (Unity Check) < 1.00 OK!



Malouf Engineering International Inc.  
17950 Preston Rd., Suite #720 / Dallas, Texas. 75252  
www.maloufengineering.com

Software licensed to MEI Inc.

Job Title Lake Worth WT Repl. Site LC No. 104524 - Mount Analysis

Client VERIZON WIRELESS - NTx-4-Rx

Job No  
**TX01650W-17V**

Sheet No  
**8**

Rev

Part

Ref

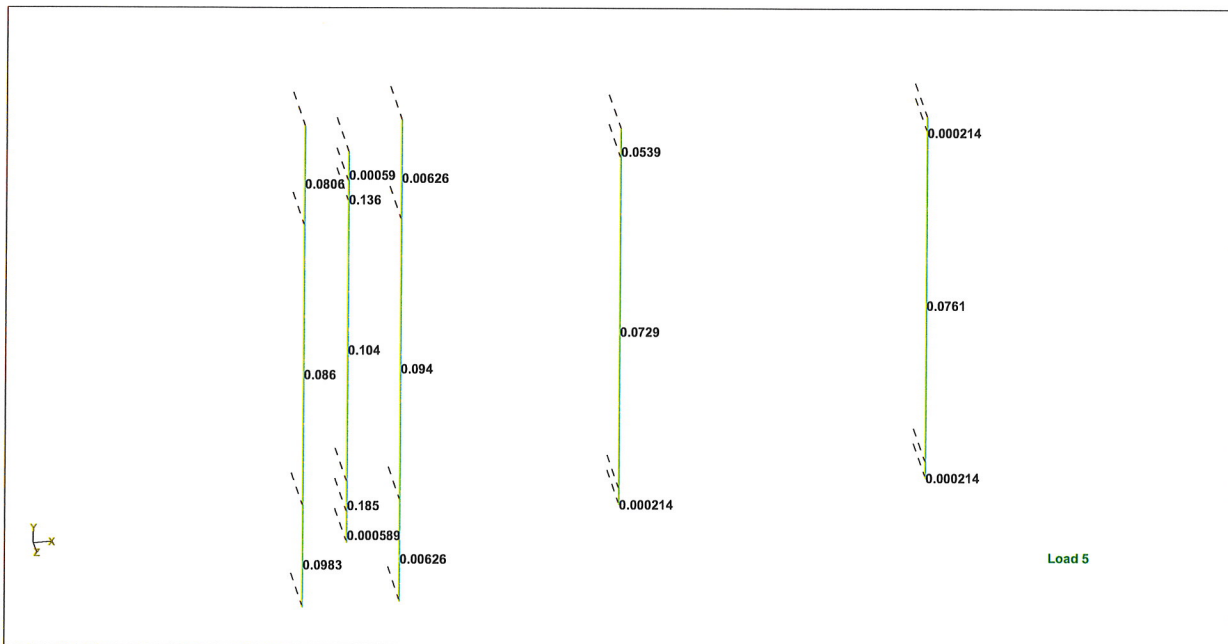
By HML

Date 19-Apr-17

Chd MM

File TX01650W-17V1\_Ant-Pip

Date/Time 19-Apr-2017 16:48



b) Maximum Stress Ratios (Unity Check) < 1.00 OK! (Pipe Mounts)



Malouf Engineering International Inc.  
17950 Preston Rd., Suite #720 / Dallas, Texas. 75252  
www.maloufengineering.com

Software licensed to MEI Inc.

Job Title Lake Worth WT Repl. Site LC No. 104524 - Mount Analysis

Client VERIZON WIRELESS - NTx-4-Rx

Job No  
**TX01650W-17V**

Sheet No  
**9**

Rev

Part

Ref

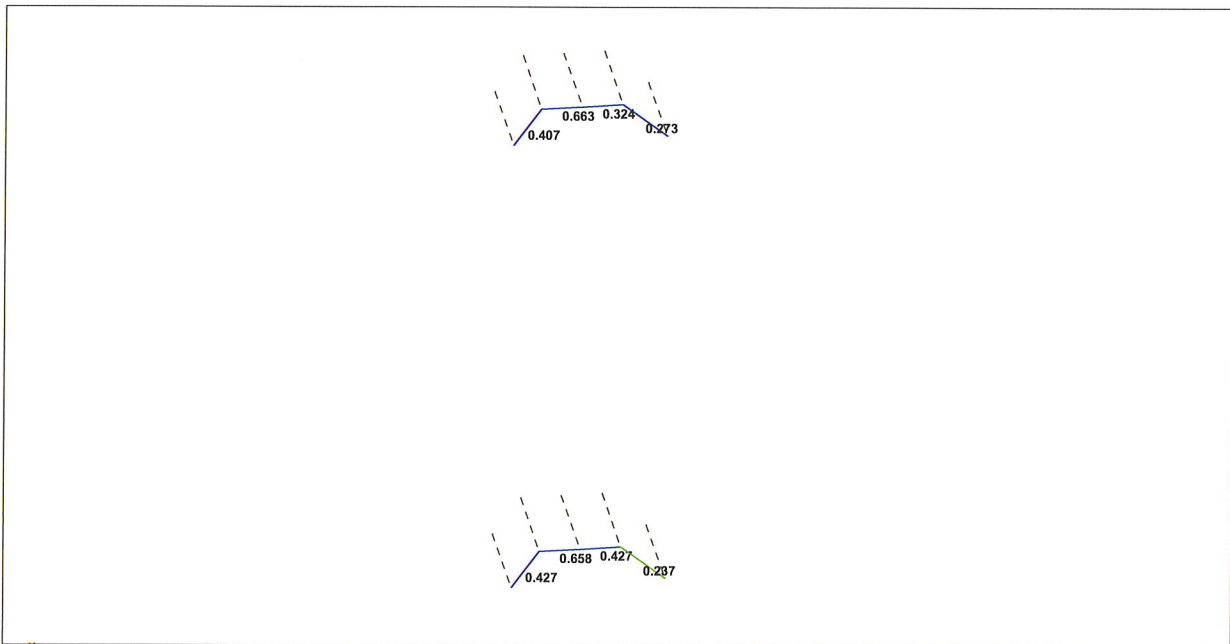
By HML

Date 19-Apr-17

Chd MM

File TX01650W-17V1\_Ant-Pip

Date/Time 19-Apr-2017 16:48



c) Maximum Stress Ratios (Unity Check) < 1.00 OK! (Dual Clamp)



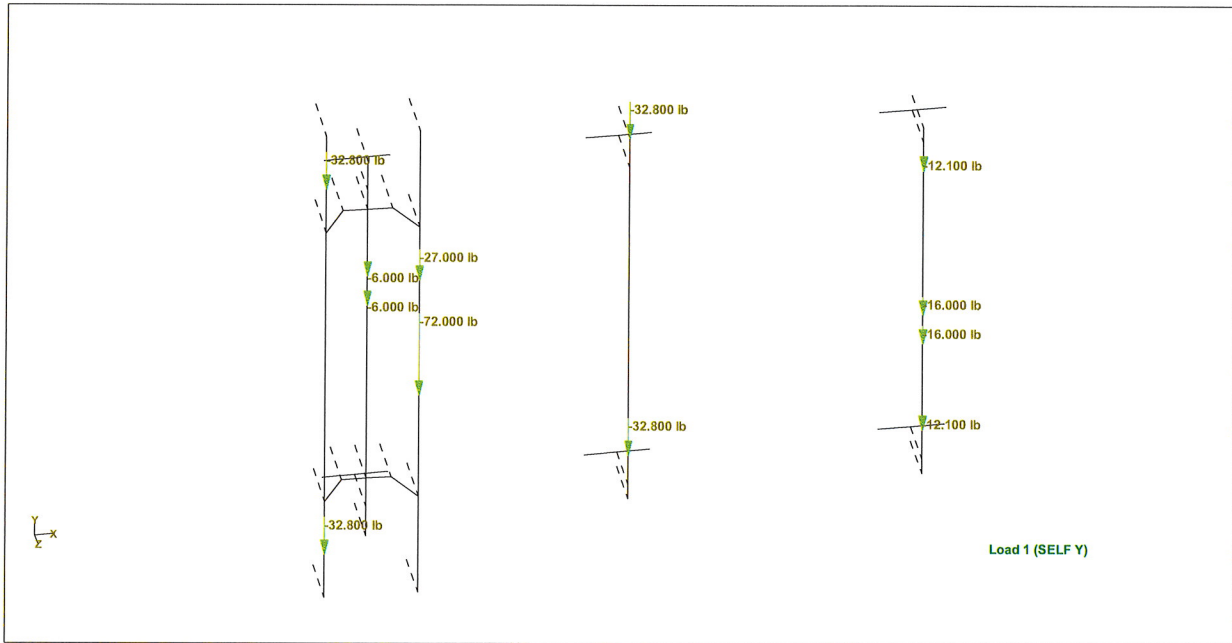
Malouf Engineering International Inc.  
17950 Preston Rd., Suite #720 / Dallas, Texas. 75252  
www.maloufengineering.com

Job No	TX01650W-17V	Sheet No	10	Rev	
Part					
Ref					
By	HML	Date	19-Apr-17	Chd	MM
File	TX01650W-17V1_Ant-Pip	Date/Time	19-Apr-2017 16:48		

Software licensed to MEI Inc.

Job Title Lake Worth WT Repl. Site LC No. 104524 - Mount Analysis

Client VERIZON WIRELESS - NTx-4-Rx



Whole Structure Loads 50.579lb/1ft 1 DEAD LOADS



Malouf Engineering International Inc.  
17950 Preston Rd., Suite #720 / Dallas, Texas. 75252  
www.maloufengineering.com

Job No  
**TX01650W-17V**

Sheet No  
**11**

Rev

Software licensed to MEI Inc.

Job Title Lake Worth WT Repl. Site LC No. 104524 - Mount Analysis

Part

Ref

By HML

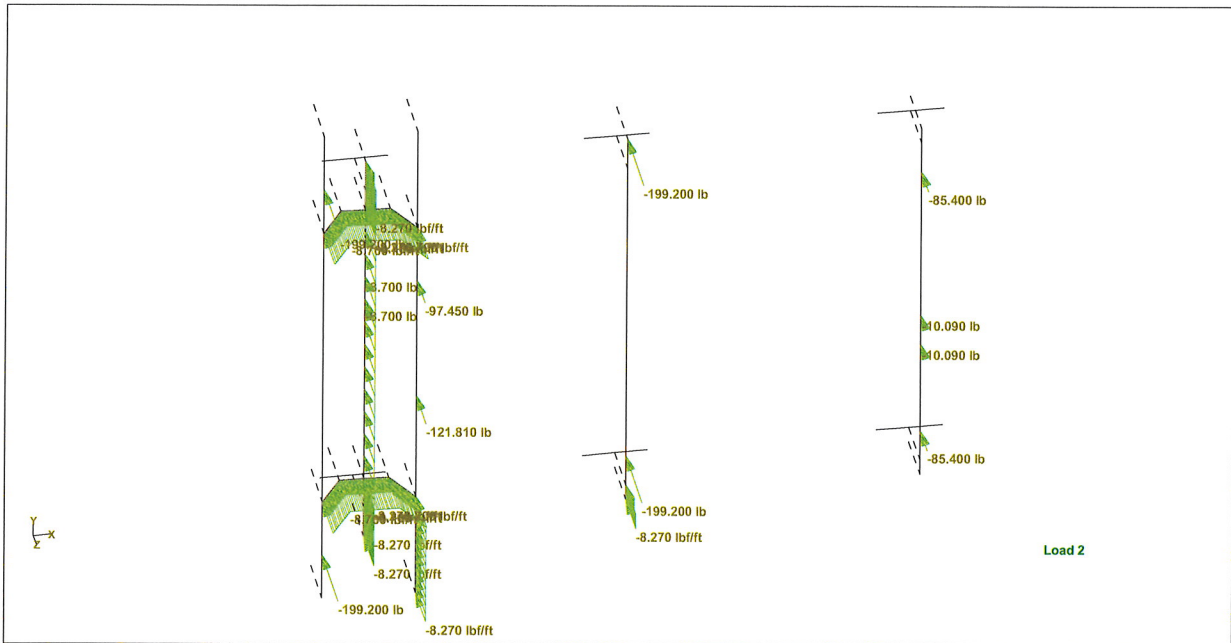
Date 19-Apr-17

Chd MM

Client VERIZON WIRELESS - NTx-4-Rx

File TX01650W-17V1\_Ant-Pip

Date/Time 19-Apr-2017 16:48



Whole Structure Loads 139.935lb:1ft 2 FRONT WIND LOADS





Malouf Engineering International Inc.  
17950 Preston Rd., Suite #720 / Dallas, Texas. 75252  
www.maloufengineering.com

Job No  
**TX01650W-17V**

Sheet No  
**12**

Rev

Software licensed to MEI Inc.

Job Title Lake Worth WT Repl. Site LC No. 104524 - Mount Analysis

Part

Ref

By HML

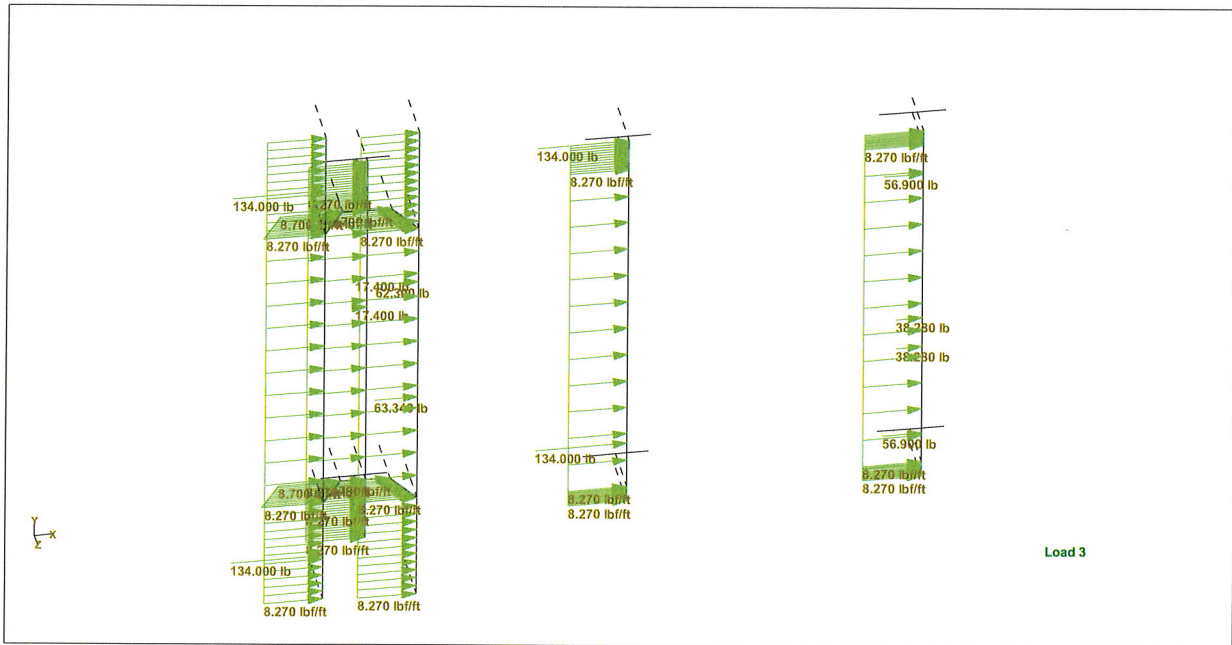
Date 19-Apr-17

Chd MM

Client VERIZON WIRELESS - NTx-4-Rx

File TX01650W-17V1\_Ant-Pip

Date/Time 19-Apr-2017 16:48







Malouf Engineering International Inc.  
17950 Preston Rd., Suite #720 / Dallas, Texas. 75252  
www.maloufengineering.com

Job No  
**TX01650W-17V**

Sheet No  
**13**

Rev

Software licensed to MEI Inc.

Job Title Lake Worth WT Repl. Site LC No. 104524 - Mount Analysis

Part

Ref

By HML

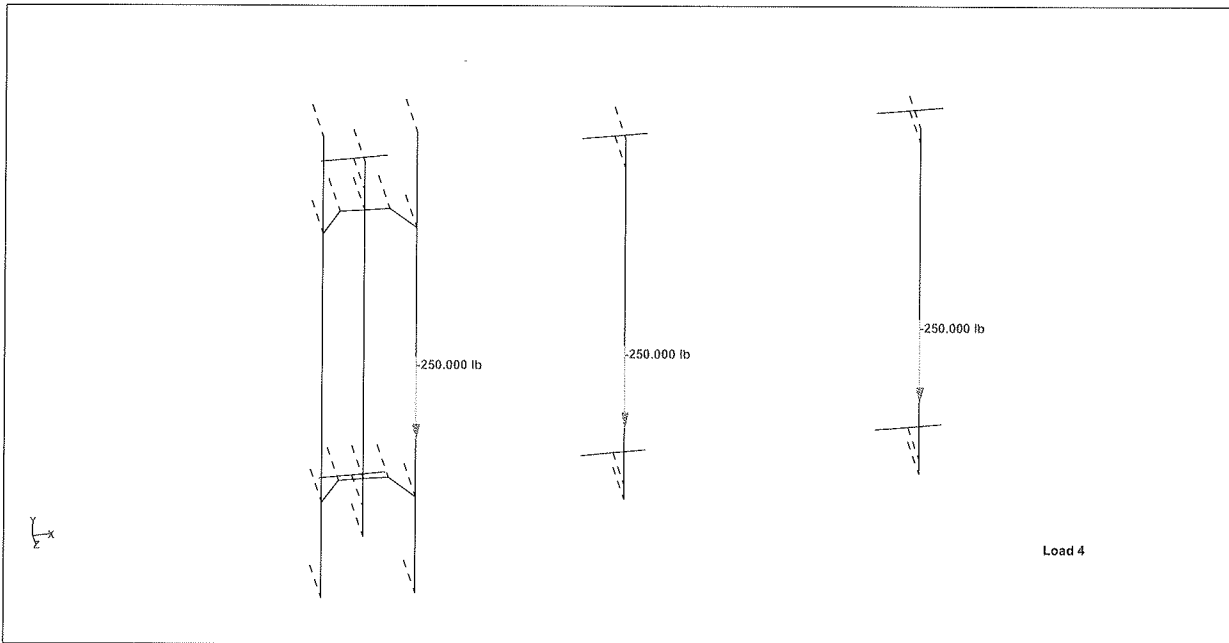
Date 19-Apr-17

Chd MM

Client VERIZON WIRELESS - NTx-4-Rx

File TX01650W-17V1\_Ant-Pip

Date/Time 19-Apr-2017 16:48



Whole Structure Loads 175.622lb:1ft 4 MAN LOAD

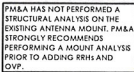
---

---

## APPENDIX 2 – SOURCE DATA / REFERENCES

---

---



**ISSUED  
FOR  
REVIEW**

		
 <p>P. MARSHALL &amp; ASSOCIATES</p>		
<p>LAKE WORTH_WT</p> <p>4200 BOAT CLUB ROAD FORT WORTH, TX</p> <p>LOCATION CODE: 104624</p>		
110	DATE	DESCRIPTION
11	4/14/17	PRELIM ISSUE
ISSUED:	CTW	JOB #: VWNT17-027
DESIGN:	CGK	
CHECKED:	PWM	
<p><b>FINAL ANTENNA &amp; ORIENTATION CONFIG. TABLE</b></p>		
<p><b>C-6</b></p>		

verizon

**PM&A**  
P. MARSHALL &  
ASSOCIATES

LAKE WORTH\_WT

4200 BOAT CLUB ROAD  
FORT WORTH, TX

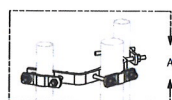
LOCATION CODE:  
104624

1/25	DATE	DESCRIPTION
1	10/16/17	PRELIM ISSUE

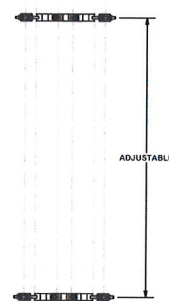
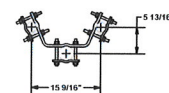
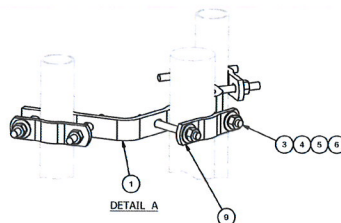
330413	CIW	J28 #
DRAWN	CGK	VWNT17-027
CHECKED	PWM	

**ANTENNA  
MOUNT DETAIL**

**C-7**



1-1/2" to 3-1/2" OD MOUNTING LEG  
OR ANTENNA PIPE.



PARTS LIST						
ITEM	QTY	PART NO.	PART DESCRIPTION	LENGTH	UNIT WT.	NET WT.
1	2	X-DAC	DOUBLE ANTENNA MOUNT		5.36	10.72
3	12	G12R-S	1/2" x 6" GALV. THREADED ROD		0.33	4.01
4	24	G12FW	1/2" HDG USS FLATWASHER		0.03	0.82
5	24	G12LW	1/2" HDG LOCKWASHER		0.01	0.33
6	24	G12NUT	1/2" HDG HEAVY 2H HEX NUT		0.07	1.72
9	6	X-100064	CLAMP (S) (4" V-CLAMP) GALVANIZED		0.91	5.48
					TOTAL WT. #	24.75

# **TOLERANCE NOTES**

TOLERANCES ON DIMENSIONS, UNLESS OTHERWISE NOTED ARE:  
SAWED, SHEARED AND GAS CUT EDGES (± 0.007")  
DRILLED AND GAS CUT HOLES (± 0.007") - NO CORING OF HOLES  
LASER CUT EDGES AND HOLES (± 0.010") - NO CORING OF HOLES  
BENDS ARE ± 1/2 DEGREE  
ALL OTHER MACHINING (± 0.007")  
ALL OTHER ASSEMBLY (± 0.007")

ENGINEERING NOTE:  
THE DATA AND DIMENSIONS CONTAINED IN THIS DRAWING ARE PROPRIETARY INFORMATION OF VALMOUNT  
ENGINEERING AND CONSIDERED A TRADE SECRET. ANY USE OR DISCLOSURE WITHOUT THE CONSENT OF  
VALMOUNT ENGINEERING IS PROHIBITED.

DESCRIPTION  
DOUBLE ANTENNA  
CLAMP  
ASSEMBLY

**STAR PRO**  
A Valmont COMPANY  
Locations:  
New York, NY  
Atlanta, GA  
Los Angeles, CA  
Plymouth, IN  
Burlington, VT  
1-888-753-7446

REV	DESCRIPTION OF REVISIONS	CPD	BY	DATE
A	REVISED X-DAC DESIGN	4725	RH18	9/23/2010
REVISION HISTORY				

CPD NO.	4725	DRAWN BY	RH18	4/1/2010	ENG. APPROVAL	PART NO.	DAC
CLASS	81	SUB	01	CUSTOMER	CHECKED BY	DWG. NO.	DAC
					BMC	8/15/2013	

## Site Modification Change Order

Mod Type:	
Project Title:	LAKE_WORTH_WT_REPL
RF Engineer Name:	Muhammed Siddiqui
RF Engineer Phone:	871.961.4954
Site Information	
Latitude (NAD83):	32-49-06.00 N
Longitude (NAD83):	97-24-56.00 W

GeoPlan Market:		DFW
Current Configuration:		7-0674-0000 LAKE_WORTH_WT_REPL
Proposed Configuration:		7-0674-0002 LAKE_WORTH_WT_REPL
Address		
Street:		4200 Boat Club Road
City, State, Zip:		Fort Worth TX, 76135
County:		Tarrant

Service Type: 850							Service Type: 850						
Current							Proposed						
Sector	D1	D2	D3				Sector	D1	D2	D3			
Antenna Quantity (Tx + Rx)							Antenna Quantity (Tx + Rx)						
Manufacturer							Manufacturer						
Model Number							Model Number						
Sector Azimuth (deg TN)							Sector Azimuth (deg TN)						
Mechanical Downtilt (deg)							Mechanical Downtilt (deg)						
Adjustable Electrical Downtilt (deg)							Adjustable Electrical Downtilt (deg)						
Number of Lines per Antenna							Number of Lines per Antenna						
Feedline Model Number							Feedline Model Number						
RAD Center (ft AGL)							RAD Center (ft AGL)						
OVP Junction Boxes							OVP Junction Boxes						
Number of OVP Junction Boxes							Number of OVP Junction Boxes						
RRHs							RRHs						
Number of RRHs							Number of RRHs						
Diplexers							Diplexers						
Number of Diplexers							Number of Diplexers						
TMAAs							TMAAs						
Number of TMAAs							Number of TMAAs						

Service Type: PCS CDMA							Service Type: PCS CDMA						
Current							Proposed						
Sector	D1	D2	D3				Sector	D1	D2	D3			
Antenna Quantity (Tx + Rx)	1	1	1				Antenna Quantity (Tx + Rx)	1	1	1			
Manufacturer	JAYBEAM WIRELESS	JAYBEAM WIRELESS	JAYBEAM WIRELESS				Manufacturer	JAYBEAM WIRELESS	JAYBEAM WIRELESS	JAYBEAM WIRELESS			
Model Number	PCSX065-18-2	PCSX065-18-2	PCSX065-18-2				Model Number	PCSX065-18-2	PCSX065-18-2	PCSX065-18-2			
Sector Azimuth (deg TN)	0	120	240				Sector Azimuth (deg TN)	0	120	240			
Mechanical Downtilt (deg)	0	1	1				Mechanical Downtilt (deg)	0	1	1			
Adjustable Electrical Downtilt (deg)							Adjustable Electrical Downtilt (deg)	2	2	2			
Number of Lines per Antenna							Number of Lines per Antenna						
Feedline Model Number							Feedline Model Number						
RAD Center (ft AGL)	102.8	102.8	102.8				RAD Center (ft AGL)	102.8	102.8	102.8			
OVP Junction Boxes							OVP Junction Boxes						
Number of OVP Junction Boxes							Number of OVP Junction Boxes						
RRHs							RRHs						
Number of RRHs							Number of RRHs						
Diplexers							Diplexers						
Number of Diplexers							Number of Diplexers						
TMAAs	TMA DD 1900 FB	TMA DD 1900 FB	TMA DD 1900 FB				TMAAs	TMA DD 1900 FB	TMA DD 1900 FB	TMA DD 1900 FB			
Number of TMAAs							Number of TMAAs						



Service Type: 700 Upper							Service Type: 700 Upper						
Current							Proposed						
Sector	D1	D2	D3				Sector	D1	D2	D3			
Antenna Quantity (Tx + Rx)	1	1	1				Antenna Quantity (Tx + Rx)	1	1	1			
Manufacturer	CSS ANTENNA, INC.	CSS ANTENNA, INC.	CSS ANTENNA, INC.				Manufacturer	ANDREW	ANDREW	ANDREW			
Model Number	X7C-665-6	X7C-665-6	X7C-665-6				Model Number	SBHHH-1D65C_PORT 1 - +45_020T_0750	SBHHH-1D65C_PORT 1 - +45_020T_0750	SBHHH-1D65C_PORT 1 - +45_040T_0750			
Sector Azimuth (deg TN)	0	120	240				Sector Azimuth (deg TN)	0	120	240			
Mechanical Downtilt (deg)	-4	-4	0				Mechanical Downtilt (deg)	0	0	0			
Adjustable Electrical Downtilt (deg)							Adjustable Electrical Downtilt (deg)	2	2	4			
Number of Lines per Antenna							Number of Lines per Antenna						
Feedline Model Number							Feedline Model Number						
RAD Center (ft AGL)	102.8	102.8	102.8				RAD Center (ft AGL)	102.8	102.8	102.8			
OVP Junction Boxes							OVP Junction Boxes						
Number of OVP Junction Boxes							Number of OVP Junction Boxes						
RRHs							RRHs	RRH60-700	RRH60-700	RRH60-700			
Number of RRHs							Number of RRHs	1	1	1			
Diplexers							Diplexers						
Number of Diplexers							Number of Diplexers						
TMA							TMA						
Number of TMAs							Number of TMAs						

Service Type: AWS							Service Type: AWS						
Current							Proposed						
Sector	D1	D2	D3				Sector	D1	D2	D3			
Antenna Quantity (Tx + Rx)	1	1	1				Antenna Quantity (Tx + Rx)	1	1	1			
Manufacturer	AMPHENOL	AMPHENOL	AMPHENOL				Manufacturer	ANDREW	ANDREW	ANDREW			
Model Number	BXA-171063-12CF-EDIN-0	BXA-171063-12CF-EDIN-0	BXA-171063-12CF-EDIN-0				Model Number	SBHHH-1D65C_PORT 5 - +45_020T_2110	SBHHH-1D65C_PORT 5 - +45_020T_2110	SBHHH-1D65C_PORT 5 - +45_040T_2110			
Sector Azimuth (deg TN)	0	120	240				Sector Azimuth (deg TN)	0	120	240			
Mechanical Downtilt (deg)	0	0	0				Mechanical Downtilt (deg)	0	0	0			
Adjustable Electrical Downtilt (deg)							Adjustable Electrical Downtilt (deg)	2	2	4			
Number of Lines per Antenna							Number of Lines per Antenna						
Feedline Model Number							Feedline Model Number						
RAD Center (ft AGL)	102.8	102.8	102.8				RAD Center (ft AGL)	102.8	102.8	102.8			
OVP Junction Boxes							OVP Junction Boxes						
Number of OVP Junction Boxes							Number of OVP Junction Boxes						
RRHs							RRHs						
Number of RRHs							Number of RRHs						
Diplexers							Diplexers						
Number of Diplexers							Number of Diplexers						
TMA	2100 MHz Dual Inline AISG	2100 MHz Dual Inline AISG	2100 MHz Dual Inline AISG				TMA	2100 MHz Dual Inline AISG	2100 MHz Dual Inline AISG	2100 MHz Dual Inline AISG			
Number of TMAs							Number of TMAs						

Service Type: PCS LTE (LOP)							Service Type: PCS LTE (LOP)						
Current							Proposed						
Sector	D1	D2	D3				Sector	D1	D2	D3			
Antenna Quantity (Tx + Rx)							Antenna Quantity (Tx + Rx)						
Manufacturer							Manufacturer						
Model Number							Model Number						
Sector Azimuth (deg TN)							Sector Azimuth (deg TN)						
Mechanical Downtilt (deg)							Mechanical Downtilt (deg)						
Adjustable Electrical Downtilt (deg)							Adjustable Electrical Downtilt (deg)						
Number of Lines per Antenna							Number of Lines per Antenna						
Feedline Model Number							Feedline Model Number						
RAD Center (ft AGL)							RAD Center (ft AGL)						
OVP Junction Boxes							OVP Junction Boxes						
Number of OVP Junction Boxes							Number of OVP Junction Boxes						
RRHs							RRHs						
Number of RRHs							Number of RRHs						
Diplexers							Diplexers						
Number of Diplexers							Number of Diplexers						
TMAAs							TMAAs						
Number of TMAAs							Number of TMAAs						

Comments:

Remove 3 Existing Antennas for 700  
Remove 3 Existing Antennas for AWS  
Add 6 58dBiH Antennas for 700/AWS  
Add 3 700 RRH 60W  
Add 3 Hybrillex 1-1/4" and 3 Main OVP box at the Water Tower, 3 in the shelter  
no changes to CDMA, keep the existing coax lines for PCS/AWS

WATER TOWER LEASE AGREEMENT

This Agreement, made this 13 day of January, 2005, between the City of Lake Worth, a Texas home rule municipal corporation, Tax ID # 75-6003803, with a mailing address of 3805 Adam Grubb, Lake Worth, Texas 76135, hereinafter designated LESSOR, and Dallas MTA, L.P. d/b/a Verizon Wireless, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain space on the water tower pedestal, which is sufficient for the installation and erection of a communications antenna, which water tower pedestal is located on LESSOR's water tower which is presently under construction at 4200 Boat Club Road, hereinafter referred to as the "Tower", which Tower is located on a 0.488 acre tract of land located in Lot 2R1, Block 1, Ritchie Brothers Addition, an addition to the City of Lake Worth, according to the plat recorded in Cabinet "A", Page 8206, of the Plat Records of Tarrant County, Texas, and being further described in the Gift Deed Without Warranty, recorded as Instrument No. D205152427 in the Office of County Clerk of Tarrant County, (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land sufficient for the installation of LESSEE's equipment building as shown on Exhibit "A", attached hereto and made a part hereof, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, along a right-of-way to enable LESSEE to get from a public right-of-way to the demised premises, and the non-exclusive right for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way from the demised premises, said demised premises and rights-of-way being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof, which tower space, demised premises and rights-of-way are collectively referred to hereinafter as the "Premises."

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey, when approved by LESSOR, such approval not to be unreasonably withheld, conditioned or delayed, shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. **TERM.** This Agreement shall be effective as of the date of execution by both parties, provided however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Twelve Thousand Six Hundred Ninety Six and No/100 (\$12,696.00) to be paid in equal monthly installments on the first day of the month, in advance, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as either (a) the first (1st) day of the month following the date this Agreement is executed by the Parties or (b) the first (1st) day of the month following the date LESSEE is



granted a building permit by the governmental agency charged with issuing such permit, **whichever occurs last**. Except as provided for in Section 7, or LESSOR's default, this Agreement may not be terminated by LESSEE.

4. **EXTENSIONS.** This Agreement shall automatically be extended for four (4) additional five (5) year terms. Each additional five (5) year term shall hereinafter be referred to as an Extension Term.

5. **EXTENSION RENTALS.** The annual rental for the first (1st) Extension Term shall be increased to Fourteen Thousand Six Hundred and 40/100 Dollars (\$14,600.40); the second (2nd) Extension Term shall be increased to Sixteen Thousand Seven Hundred Ninety and 46/100 Dollars (\$16,790.46); the third (3rd) Extension Term shall be increased to Nineteen Thousand Three Hundred Nine and 03/100 Dollars (\$19,309.03) ; and the fourth (4th) Extension Term shall be increased to Twenty Two Thousand Two Hundred Five and 38/100 Dollars (\$22,205.38 ).

6. **ADDITIONAL EXTENSIONS.** If at the end of the fourth (4th) Extension Term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further Extension Term and for five Extension Terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such Extension Term. Annual rental for each such additional Extension Term shall be equal to 115% of the annual rental payable with respect to the immediately preceding Extension Term.

7. **USE; GOVERNMENTAL APPROVALS.** LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications antenna and facility, uses incidental thereto, and all necessary appurtenances, and for no other use. LESSOR shall place an approximately 30' x 100' security fence consisting of chain link construction or similar but comparable construction within the perimeter of the demised premises. LESSEE shall place its communications facility within the confines of such security fence and shall be given unrestricted access to its communications facility within such fence. All improvements related to the communications antenna and facility shall be at LESSEE's expense and the installation of all such improvements shall be at the discretion and option of the LESSEE, however, all such improvements shall comply with all Federal, State and local laws, rules, and zoning ordinances, including, but not limited to Section 14.607 of LESSOR's zoning ordinances regardless of the fact that the communications facility is located on LESSOR owned property. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition, normal wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, normal wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid prior to said termination date shall be retained by the LESSOR, and LESSEE shall be liable to LESSOR for all unpaid rental payments due, on a pro-rata basis, based upon the then current monthly rent, through and including the termination date. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other, except as otherwise provided in this Agreement.

8. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

9. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

10. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment of the LESSOR or other lessees of the Property existing as of the date this Agreement is executed by the Parties. In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and any other tenants of the Property who take possession of the Property in the future will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction. LESSEE agrees that it will not use, operate or maintain the Premises in such a way as to create a nuisance, or to interfere with the use and enjoyment of the Property by LESSOR, any other tenant, or adjoining property owners.

11. LESSEE COMPLIANCE. All installations and operation in connection with this Agreement by LESSEE shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

12. INDEMNIFICATION. LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the LESSEE, its servants or agents, except for the negligence or willful misconduct of LESSOR or its servants or agents.

13. INSURANCE. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. The Parties will arrange corresponding waivers from their respective first party property insurers. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy. The Parties may request proof of such insurance compliance at any time.

14. ANNUAL TERMINATION. INTENTIONALLY DELETED

15. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent, on a pro-rata basis, at the then existing monthly rate, until such time as the removal of the building, fixtures and all personal property are completed.

16. RIGHT OF FIRST REFUSAL. INTERNIONALLY DELETED.

17. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State in which the Property is located. The Venue for any action or proceeding brought by either Party concerning this agreement shall be a court of competent jurisdiction in Tarrant County, Texas.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. LESSEE shall give LESSOR notice of any such assignment within 30 days of such assignment. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

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

LESSEE: Dallas MTA, L.P. d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this Paragraph. Failure of LESSEE to cure any default within the above described cure periods shall constitute an event of default and allow LESSOR to terminate this Agreement by delivering written notice of termination to LESSEE, and in such case, LESSEE shall be liable for all unpaid rent, on a pro-rate basis, based on the then-current monthly rent, through and including the termination date.

28. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Property or the Premises that cannot reasonably be expected to be repaired within ten (10) days following same or, if the Property or Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than ten (10) days, LESSEE will have the immediate right to use a temporary transmission site or cell on wheels ("COW") on the Property at a location sufficient to meet LESSEE's coverage or engineering needs and as reasonably agreed upon by the Parties until such time as the damage is repaired. LESSOR agrees to diligently and in good faith undertake and complete the repairs to the Property, including the Tower, as expeditiously as possible in order to: (i) minimize the period of time that LESSEE's communications equipment needs to be relocated; and (ii) permit LESSEE to resume normal operations as expeditiously as possible. Similarly, LESSEE agrees to diligently and in good faith undertake and complete the reconstruction of its improvements. In the event of such damage to the Premises by fire or other casualty, LESSEE shall not have the right to terminate this Agreement, except as provided for in Section 7. Notwithstanding the foregoing, all rental shall not abate during the period of LESSEE's reconstruction of its improvements from such fire or other casualty.

30. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

31 SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

35. SPECIAL CONDITIONS. The Transaction contemplated by this Lease, will at its commencement, replace the existing Lease the LESSOR and LESSEE have on the water tower that the LESSOR will dismantle.

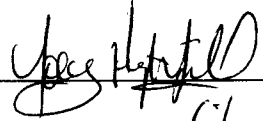
36. CONSTRUCTION PLANS LESSEE shall submit to LESSOR a detailed set of construction plans of the improvements to be constructed upon the Premises and LESSEE shall not begin construction of the proposed improvements until LESSOR has approved the plans, such approval not to be unreasonably withheld, conditioned or delayed.

37. ATTORNEYS' FEES The prevailing party in any legal action or proceedings taken to enforce any portion of this Agreement shall be entitled to recover its expenses, including reasonable attorneys' fees, from the non-prevailing party.

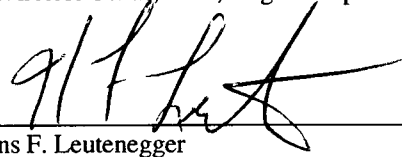
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, LESSOR and LESSEE have caused this Agreement to be duly executed on the day and year first written above.

**LESSOR:** City of Lake Worth, Texas

By:   
Title City Manager  
Date: 7-13-05

**LESSEE:** Dallas MTA, L.P. d/b/a Verizon Wireless,  
by Verizon Wireless Texas, LLC, its general partner

By:   
Hans F. Leutenegger  
Area Vice President, Network, South Area

Date: 1-13-2006

Exhibit "A"

**DESCRIPTION PARENT PARCEL:**

Being a called 0.488 acre tract of land in gift deed to the City of Lake Worth recorded in Document No. D205152427 Official Records Tarrant County Texas (ORTCT) and Lot 2R1 (called 14.308 acres) of the Re-Plat of Lots 2R1 and 3R1, Block 1, Ritchie Brothers Addition recorded in Cabinet A, Slide 8206 of the Plat Records of Tarrant County, Texas (PRTCT).

**DESCRIPTION LEASE AREA:**

Field notes for a 1050 square foot lease area out of a called 0.488 acre tract of land in gift deed to the City of Lake Worth recorded in Document No. D205152427 Official Records Tarrant County Texas (ORTCT) and Lot 2R1 (called 14.308 acres) of the Re-Plat of Lots 2R1 and 3R1, Block 1, Ritchie Brothers Addition recorded in Cabinet A, Slide 8206 of the Plat Records of Tarrant County, Texas (PRTCT) and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates North Central Zone (NAD 83);

**Commencing:** at a found 1/2" iron bar (N 6982325.35, E 2302061 86) marking the northeast corner of said 0.488 acre tract, the northeast corner of said Lot 2R1, the southeast corner of a called 0.9412 acre tract of land recorded in Volume 12223, Page 2081 ORTCT, the southwest corner of Lot 4 recorded in Cabinet A, Slide 8206 PRTCT, and the northwest corner of Lot 5 recorded in Cabinet A, Slide 8206 PRTCT, from which a found 1/2" iron bar (N 6981708.80, E 2302064.83) with cap (MOAK Surv.) marking the southeast corner of said Lot 2R1 and the southwest corner of said Lot 5 bears S 00° 16' 32" E (Bearing Basis), 616.57 feet (called S 00° 20' 14" E, 616.36 feet);

**Thence:** S 79° 38' 26" W, 140.16 feet across said 0.488 acre tract, to a set 1/2" iron bar (N 6982299.91, E 2301923.99) with cap (Solis-Kanak) for the northeast corner and **Place of Beginning** of the herein described lease area,

**Thence:** S 00° 16' 32" E, 35.00 feet, along the east line of the herein described lease area, to the southeast corner of the herein described lease area;

**Thence:** S 89° 54' 53" W, 30.00 feet, along the south line of the herein described lease area, to the southwest corner of the herein described lease area;

**Thence:** N 00° 16' 32" W, 35.00 feet, along the west line of the herein described lease area to a set 1/2" iron bar with cap (Solis-Kanak) for the northwest corner of the herein described lease area;

**Thence:** N 89° 54' 53" E, 30.00 feet, along the north line of the herein described lease area, to the **Place of Beginning** and containing 1050 square feet of lease area more or less.

**DESCRIPTION ACCESS EASEMENT:**

Field notes for a 540 square foot access easement out of a called 0.488 acre tract of land in gift deed to the City of Lake Worth recorded in Document No. D205152427 Official Records Tarrant County Texas (ORTCT) and Lot 2R1 (called 14.308 acres) of the Re-Plat of Lots 2R1 and 3R1, Block 1, Ritchie Brothers Addition recorded in Cabinet A, Slide 8206 of the Plat Records of Tarrant County, Texas (PRTCT) and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates North Central Zone (NAD 83);

**Commencing:** at a found 1/2" iron bar (N 6982325.35, E 2302061 86) marking the northeast corner of said 0.488 acre tract, the northeast corner of said Lot 2R1, the southeast corner of a called 0.9412 acre tract of land recorded in Volume 12223, Page 2081 ORTCT, the southwest corner of Lot 4 recorded in Cabinet A, Slide 8206 PRTCT, and the northwest corner of Lot 5 recorded in Cabinet A, Slide 8206 PRTCT, from which a found 1/2" iron bar (N 6981708.80, E 2302064.83) with cap (MOAK Surv.) marking the southeast corner of said Lot 2R1 and the



southwest corner of said Lot 5 bears S 00° 16' 32" E (Bearing Basis), 616.57 feet (called S 00° 20' 14" E, 616.36 feet);

**Thence:** S 81° 26' 48" W, 169.77 feet across said 0.488 acre tract, to a set 1/2" iron bar with cap (Solis-Kanak) for the lower southwest corner and **Place of Beginning** of the herein described easement and being the northwest corner of a 1050 square foot lease area surveyed this same date;

**Thence:** N 00° 16' 32" W, 5.00 feet, along the lower west line of the herein described easement, to an interior corner of the herein described easement;

**Thence:** S 89° 54' 53" W, 2.00 feet, along the upper south line of the herein described easement, to the upper southwest corner of the herein described easement, lying on the west line of said 0.488 acre tract;

**Thence:** N 00° 16' 32" W, (called N 00° 20' 14" W), 20.00 feet, along the upper west line of the herein described easement, to a found 1/2" iron bar with cap (Brittain-Crawford) marking the northwest corner of said 0.488 acre tract and the northwest corner of the herein described easement, lying on the north line said lot 2R1 and the south line of said 0.9412 acre tract;

**Thence:** N 89° 54' 53" E, 22.00 feet, along the north line of the herein described easement, the north line of said 0.488 acre tract, the north line of said Lot 2R1 and the south line of said 0.9412 acre tract, to the northeast corner of the herein described easement;

**Thence:** S 00° 16' 32" E, 25.00 feet, along the east line of the herein described easement, to the southeast corner of the herein described easement, lying on the north line of said lease area;

**Thence:** S 89° 54' 53" W, 20.00 feet, along the south line of the herein described easement and the north line of said lease area, to the **Place of Beginning** and containing 540 square feet of access easement more or less.

#### **DESCRIPTION 15' UTILITY EASEMENT:**

Field notes for a 15 foot wide utility easement out of a called 0.488 acre tract of land in gift deed to the City of Lake Worth recorded in Document No. D205152427 Official Records Tarrant County Texas (ORTCT) and Lot 2R1 (called 14.308 acres) of the Re-Plat of Lots 2R1 and 3R1, Block 1, Ritchie Brothers Addition recorded in Cabinet A, Slide 8206 of the Plat Records of Tarrant County, Texas (PRTCT) and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates North Central Zone (NAD 83);

**Beginning:** at a found 1/2" iron bar (N 6982325.35, E 2302061.86) marking the northeast corner of the herein described easement, the northeast corner of said 0.488 acre tract, the northeast corner of said Lot 2R1, the southeast corner of a called 0.9412 acre tract of land recorded in Volume 12223, Page 2081 ORTCT, the southwest corner of Lot 4 recorded in Cabinet A, Slide 8206 PRTCT, and the northwest corner of Lot 5 recorded in Cabinet A, Slide 8206 PRTCT, from which a found 1/2" iron bar (N 6981708.80, E 2302064.83) with cap (MOAK Surv.) marking the southeast corner of said Lot 2R1 and the southwest corner of said Lot 5 bears S 00° 16' 32" E (Bearing Basis), 616.57 feet (called S 00° 20' 14" E, 616.36 feet);

**Thence:** S 00° 16' 32" E, 15.00 feet, along the upper east line of the herein described easement, the east line of said 0.488 acre tract, the east line of said Lot 2R1 and the west line of said Lot 5 to the upper southeast corner of the herein described easement;

**Thence:** S 89° 54' 53" W, 153.00 feet, along the upper south line of the herein described easement, to an interior corner of the herein described easement;

**Thence:** S 00° 16' 32" E, 10.00 feet, along the lower east line of the herein described easement, to the lower southeast corner of the herein described easement lying on the north line of a 1050 square foot lease area surveyed this same date;

**Thence:** S 89° 54' 53" W, 15.00 feet, along the lower south line of the herein described easement and the north line of said lease area, to a set 1/2" iron bar with cap (Solis-Kanak) for the southwest corner of the herein described easement and the northwest corner of said lease area;

**Thence:** N 00° 16' 32" W, 25.00 feet, along the west line of the herein described easement, to the northwest corner of the herein described easement lying on the north line of said 0.488 acre tract, the north line of said Lot 2R1 and the south line of said 0.9412 acre tract;

**Thence:** N 89° 54' 53" E (called N 89° 51' 44" E), 168.00 feet, along the north line of the herein described easement, the north line of said 0.488 acre tract, the north line of said Lot 2R1 and the south line of said 0.9412 acre tract to the **Place of Beginning** and containing 2670 square feet of utility easement more or less;

**DESCRIPTION 5' UTILITY EASEMENT:**

Field notes for the centerline of a 5 foot wide utility easement out of a called 0.488 acre tract of land in gift deed to the City of Lake Worth recorded in Document No. D205152427 Official Records Tarrant County Texas (ORTCT) and Lot 2R1 (called 14.308 acres) of the Re-Plat of Lots 2R1 and 3R1, Block 1, Ritchie Brothers Addition recorded in Cabinet A, Slide 8206 of the Plat Records of Tarrant County, Texas (PRTCT) and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates North Central Zone (NAD 83);

**Commencing:** at a found 1/2" iron bar (N 6982325.35, E 2302061.86) marking the northeast corner of said 0.488 acre tract, the northeast corner of said Lot 2R1, the southeast corner of a called 0.9412 acre tract of land recorded in Volume 12223, Page 2081 ORTCT, the southwest corner of Lot 4 recorded in Cabinet A, Slide 8206 PRTCT, and the northwest corner of Lot 5 recorded in Cabinet A, Slide 8206 PRTCT, from which a found 1/2" iron bar (N 6981708.80, E 2302064.83) with cap (MOAK Surv.) marking the southeast corner of said Lot 2R1 and the southwest corner of said Lot 5 bears S 00° 16' 32" E (Bearing Basis), 616.57 feet (called S 00° 20' 14" E, 616.36 feet);

**Thence:** S 79° 38' 26" W, 140.16 feet across said 0.488 acre tract, to a set 1/2" iron bar (N 6982299.91, E 2301923.99) with cap (Solis-Kanak) marking the northeast corner of a 1050 square foot lease area surveyed this same date;

**Thence:** S 00° 16' 32" E, 16.00 feet, along the east line of said lease area, to the **Place of Beginning** of the herein described centerline;

**Thence:** N 89° 57' 19" E, 3.33 feet, along the herein described centerline to a point for angle;

**Thence:** S 58° 14' 27" E, 46.59 feet, along the herein described centerline to a point for angle;

**Thence:** N 51° 09' 19" E, 19.45 feet, along the herein described centerline to a **Place of Terminus** of the herein described centerline, said easement being 2.50 feet on either side of the above described centerline, and containing 347 square feet of utility easement more or less.



ANTENNA INFORMATION

Exhibit "B"

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS: ( 6 ) Six Amphenol Antel BSA-185065/12CF E-DIN 2"  
@ 105' (below the water bowl)

Orientation: 0'; 120'; & 240' (degrees)

ADC ClearGain DD1900 Full Band Masterhead tower-top amplifiers, one per antenna

1 & 5/8 " coaxial cable, one run per antenna

LAKE\_WORTH\_WT\_REPL 16-1804B

Exhibit "C"

See attached Survey



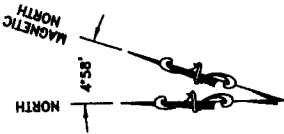
TO A 1050 SQUARE FOOT LEASE AREA, A 540 SQUARE FOOT ACCESS EASEMENT, A 15 FOOT WIDE UTILITY EASEMENT AND A 5 FOOT WIDE UTILITY EASEMENT ALL OUT OF LOT 2R1 (CALLED 14.308 ACRES) OF THE RE-PLAT OF LOTS 2R1 AND 3R1, BLOCK 1, RICHE BROTHERS ADDITION ACCORDS IN CABINET A, SLIDE 8206 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

GRAPHIC SCALE



( IN FEET )

1 inch = 100 ft.



CITY OF LAKE WORTH, TEXAS  
CALLED 0.9412 ACRES  
VOL. 12223, PG. 2081

ORTCT

SANITARY CONTROL ESM'T.

VOL. 12277, PG. 2074

ORTCT

FIRE HYDRANT (TYP.)

WATER VALVE (TYP.)

25' BLDG. SETBACK  
CAB. A SLIDE 8206

PRTCT

20' ACCESS  
& DRAINAGE ESM'T.  
CAB. A SLIDE 8206

PRTCT

(N00°08'16"W  
316.25')

SCHOOL ROAD  
(60' ROW)

CITY OF LAKE WORTH

CALLED 0.488 ACRES

DOC. NO. D205152427

ORTCT

LOT 2R1

CALLED 14.308 ACRES

CABINET "A" SLIDE 8206

PRTCT

(S00°20'14"E 616.36')  
S 00°16'32" E 616.57

10' BLDG. SETBACK

SETBACK

20'

WATERLINE

ESM'T.

1/2" FIB WITH CAP

(MOAK)

(S89°39'46"W

282.70')

30' BLDG. SETBACK  
(N72°44'38"W 1008.97')

RITCHIE DRIVE 60' ROW

60' ROW

LAKE WORTH WT REPL  
LAKE WORTH, TEXAS 76135  
SITE NO. 161804B  
TARRANT COUNTY, TEXAS



Architectural Design, Inc. Architects  
1940 Lockhill-Sherman, Suite 101  
San Antonio, Texas 78213  
(210) 908-9902

**Solis-Kanak & Associates, Inc.**  
*Professional Surveyors*  
27800 HIGHWAY 808  
CANYON LAKE, TX 78008  
(800) 996-4081  
FAX (800) 996-4082



JOB NUMBER:  
**05-0139**

DATE: 11-21-05  
REV. 12-23-05  
REMOVED ACCESS ESM'T.

DRAWN BY: **MSB**  
REVISED BY: S.D.

SHEET NO.  
**2 of 4**

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.00	N00°16'32"W
L2	2.00	S89°54'53"W
L3	20.00	N00°16'32"W
L4	22.00	N89°54'53"E
L5	25.00	S00°16'32"E
L6	20.00	S89°54'53"W
L11	3.33	N89°57'19"E
L12	46.59	S58°14'27"E
L13	19.45	N51°09'19"E



**SHEET NO.**  
**4 of 4**

side of the above described cantine, and containing 347 square feet of utility easement more or less.



Thence S 89° 54' E, 20.00 feet, along the south line of the herein described easement and the north line of said lease area, to the Place of Beginning and containing 540 square feet of excess easement more or less.

Thames:  $N 19^{\circ} 54' 53'' E$  (called  $N 19^{\circ} 51' 44'' E$ ), 158.00 feet along the north line of the heretofore described easement; the north line of said 0.488-acre tract; the north line of

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

MEMORANDUM OF LEASE AGREEMENT

This Memorandum made this 13 day of January, 2006, between the City of Lake Worth, a Texas home rule municipal corporation, with a mailing address of 3805 Adam Grubb, Lake Worth, Texas 76135, hereinafter designated LESSOR, and Dallas MTA, L.P. d/b/a Verizon Wireless, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE.

1 LESSOR and LESSEE entered into a Water Tower Lease Agreement (the "Agreement") on January 13, 2006, for a term of five (5) years with the right to renew for four (4) additional five (5) year terms in accordance with the terms of the Land Lease Agreement. A copy of the Agreement is on file in the office of the LESSOR and LESSEE.

2 In consideration of the rental set forth in the Agreement, LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's water tower presently under construction at 4200 Boat Club Road, hereinafter referred to as the "Tower", which Tower is located on a 0.488 acre tract of land located in Lot 2R1, Block 1, Ritchie Brothers Addition, an addition to the City of Lake Worth, according to the plat recorded in Cabmet "A", Page 8206, of the Plat Records of Tarrant County, Texas, and being further described in the Gift Deed Without Warranty, recorded as Instrument No. D205152427 in the Office of County Clerk of Tarrant County, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, along a right-of-way to enable LESSEE to get from a public right-of-way to the demised premises, and the non-exclusive right for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way from the demised premises, said demised premises and rights-of-way being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof.

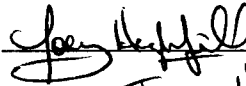
3 The Commencement Date is defined as either (a) the first (1st) day of the month following the date this Agreement is executed by the Parties or (b) the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permit, whichever occurs last.

4. The terms, covenants and provisions of the Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

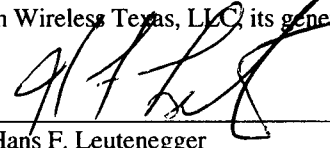
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the day and year first written above.

**LESSOR:** City of Lake Worth

By:   
Printed Name: JOE Higley  
Title: City Manager  
Date: 7-13-05

**LESSEE:** Dallas MTA, L.P. d/b/a Verizon Wireless,  
by Verizon Wireless Texas, LLC, its general partner

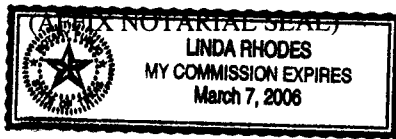
By:   
Hans F. Leutenegger  
Area Vice President - Network, South Area  
Date: 1-13-2006

NOTARY ACKNOWLEDGMENT

State of Texas

County of Tarrant

The foregoing instrument was acknowledged before me this 13 day of July, 2005, by Joey Higley (name), as City Manager (title) of the City of Lake Worth, on behalf of said city. He is personally known to me or has produced a driver's license as identification.



Linda Rhodes  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC—STATE OF TEXAS

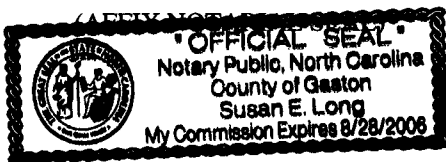
My commission expires:  
March 7, 2006

Linda Rhodes  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

State of North Carolina

County of Mecklenburg

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January, 2006, by Hans F. Leutenegger, Area Vice President - Network, South Area, of Verizon Wireless Texas, LLC, general partner of Dallas MTA, L.P. d/b/a Verizon Wireless, on behalf of said partnership. He is personally known to me.



My commission expires:

8/28/2006

Susan E. Long  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC—STATE OF NORTH CAROLINA

SUSAN E. LONG  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

## Exhibit "A"

**DESCRIPTION PARENT PARCEL:**

Being a called 0.488 acre tract of land in gift deed to the City of Lake Worth recorded in Document No D205152427 Official Records Tarrant County Texas (ORTCT) and Lot 2R1 (called 14.308 acres) of the Re-Plat of Lots 2R1 and 3R1, Block 1, Ritchie Brothers Addition recorded in Cabinet A, Slide 8206 of the Plat Records of Tarrant County, Texas (PRTCT).

**DESCRIPTION LEASE AREA:**

Field notes for a 1050 square foot lease area out of a called 0.488 acre tract of land in gift deed to the City of Lake Worth recorded in Document No. D205152427 Official Records Tarrant County Texas (ORTCT) and Lot 2R1 (called 14.308 acres) of the Re-Plat of Lots 2R1 and 3R1, Block 1, Ritchie Brothers Addition recorded in Cabinet A, Slide 8206 of the Plat Records of Tarrant County, Texas (PRTCT) and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates North Central Zone (NAD 83);

**Commencing:** at a found 1/2" iron bar (N 6982325.35, E 2302061.86) marking the northeast corner of said 0.488 acre tract, the northeast corner of said Lot 2R1, the southeast corner of a called 0.9412 acre tract of land recorded in Volume 12223, Page 2081 ORTCT, the southwest corner of Lot 4 recorded in Cabinet A, Slide 8206 PRTCT, and the northwest corner of Lot 5 recorded in Cabinet A, Slide 8206 PRTCT, from which a found 1/2" iron bar (N 6981708.80, E 2302064.83) with cap (MOAK Surv.) marking the southeast corner of said Lot 2R1 and the southwest corner of said Lot 5 bears S 00° 16' 32" E (Bearing Basis), 616.57 feet (called S 00° 20' 14" E, 616.36 feet);

**Thence:** S 79° 38' 26" W, 140.16 feet across said 0.488 acre tract, to a set 1/2" iron bar (N 6982299.91, E 2301923.99) with cap (Solis-Kanak) for the northeast corner and **Place of Beginning** of the herein described lease area;

**Thence:** S 00° 16' 32" E, 35.00 feet, along the east line of the herein described lease area, to the southeast corner of the herein described lease area,

**Thence:** S 89° 54' 53" W, 30.00 feet, along the south line of the herein described lease area, to the southwest corner of the herein described lease area;

**Thence:** N 00° 16' 32" W, 35.00 feet, along the west line of the herein described lease area to a set 1/2" iron bar with cap (Solis-Kanak) for the northwest corner of the herein described lease area;

**Thence:** N 89° 54' 53" E, 30.00 feet, along the north line of the herein described lease area, to the **Place of Beginning** and containing 1050 square feet of lease area more or less.

**DESCRIPTION ACCESS EASEMENT:**

Field notes for a 540 square foot access easement out of a called 0.488 acre tract of land in gift deed to the City of Lake Worth recorded in Document No. D205152427 Official Records Tarrant County Texas (ORTCT) and Lot 2R1 (called 14.308 acres) of the Re-Plat of Lots 2R1 and 3R1, Block 1, Ritchie Brothers Addition recorded in Cabinet A, Slide 8206 of the Plat Records of Tarrant County, Texas (PRTCT) and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates North Central Zone (NAD 83);

**Commencing:** at a found 1/2" iron bar (N 6982325.35, E 2302061.86) marking the northeast corner of said 0.488 acre tract, the northeast corner of said Lot 2R1, the southeast corner of a called 0.9412 acre tract of land recorded in Volume 12223, Page 2081 ORTCT, the southwest corner of Lot 4 recorded in Cabinet A, Slide 8206 PRTCT, and the northwest corner of Lot 5 recorded in Cabinet A, Slide 8206 PRTCT, from which a found 1/2" iron bar (N 6981708.80, E 2302064.83) with cap (MOAK Surv.) marking the southeast corner of said Lot 2R1 and the

southwest corner of said Lot 5 bears S 00° 16' 32" E (Bearing Basis), 616.57 feet (called S 00° 20' 14" E, 616.36 feet),

**Thence:** S 81° 26' 48" W, 169.77 feet across said 0.488 acre tract, to a set 1/2" iron bar with cap (Solis-Kanak) for the lower southwest corner and **Place of Beginning** of the herein described easement and being the northwest corner of a 1050 square foot lease area surveyed this same date;

**Thence:** N 00° 16' 32" W, 5.00 feet, along the lower west line of the herein described easement, to an interior corner of the herein described easement;

**Thence:** S 89° 54' 53" W, 2.00 feet, along the upper south line of the herein described easement, to the upper southwest corner of the herein described easement, lying on the west line of said 0.488 acre tract;

**Thence:** N 00° 16' 32" W, (called N 00° 20' 14" W), 20.00 feet, along the upper west line of the herein described easement, to a found 1/2" iron bar with cap (Brittain-Crawford) marking the northwest corner of said 0.488 acre tract and the northwest corner of the herein described easement, lying on the north line said lot 2R1 and the south line of said 0.9412 acre tract;

**Thence:** N 89° 54' 53" E, 22.00 feet, along the north line of the herein described easement, the north line of said 0.488 acre tract, the north line of said Lot 2R1 and the south line of said 0.9412 acre tract, to the northeast corner of the herein described easement;

**Thence:** S 00° 16' 32" E, 25.00 feet, along the east line of the herein described easement, to the southeast corner of the herein described easement, lying on the north line of said lease area;

**Thence:** S 89° 54' 53" W, 20.00 feet, along the south line of the herein described easement and the north line of said lease area, to the **Place of Beginning** and containing 540 square feet of access easement more or less.

**DESCRIPTION 15' UTILITY EASEMENT:**

Field notes for a 15 foot wide utility easement out of a called 0.488 acre tract of land in gift deed to the City of Lake Worth recorded in Document No. D205152427 Official Records Tarrant County Texas (ORTCT) and Lot 2R1 (called 14.308 acres) of the Re-Plat of Lots 2R1 and 3R1, Block 1, Ritchie Brothers Addition recorded in Cabinet A, Slide 8206 of the Plat Records of Tarrant County, Texas (PRTCT) and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates North Central Zone (NAD 83);

**Beginning:** at a found 1/2" iron bar (N 6982325.35, E 2302061.86) marking the northeast corner of the herein described easement, the northeast corner of said 0.488 acre tract, the northeast corner of said Lot 2R1, the southeast corner of a called 0.9412 acre tract of land recorded in Volume 12223, Page 2081 ORTCT, the southwest corner of Lot 4 recorded in Cabinet A, Slide 8206 PRTCT, and the northwest corner of Lot 5 recorded in Cabinet A, Slide 8206 PRTCT, from which a found 1/2" iron bar (N 6981708.80, E 2302064.83) with cap (MOAK Surv.) marking the southeast corner of said Lot 2R1 and the southwest corner of said Lot 5 bears S 00° 16' 32" E (Bearing Basis), 616.57 feet (called S 00° 20' 14" E, 616.36 feet),

**Thence:** S 00° 16' 32" E, 15.00 feet, along the upper east line of the herein described easement, the east line of said 0.488 acre tract, the east line of said Lot 2R1 and the west line of said Lot 5 to the upper southeast corner of the herein described easement;

**Thence:** S 89° 54' 53" W, 153.00 feet, along the upper south line of the herein described easement, to an interior corner of the herein described easement;

**Thence:** S 00° 16' 32" E, 10.00 feet, along the lower east line of the herein described easement, to the lower southeast corner of the herein described easement lying on the north line of a 1050 square foot lease area surveyed this same date;

**Thence:** S 89° 54' 53" W, 15.00 feet, along the lower south line of the herein described easement and the north line of said lease area, to a set 1/2" iron bar with cap (Solis-Kanak) for the southwest corner of the herein described easement and the northwest corner of said lease area;

**Thence:** N 00° 16' 32" W, 25.00 feet, along the west line of the herein described easement, to the northwest corner of the herein described easement lying on the north line of said 0.488 acre tract, the north line of said Lot 2R1 and the south line of said 0.9412 acre tract,

**Thence:** N 89° 54' 53" E (called N 89° 51' 44" E), 168.00 feet, along the north line of the herein described easement, the north line of said 0.488 acre tract, the north line of said Lot 2R1 and the south line of said 0.9412 acre tract to the **Place of Beginning** and containing 2670 square feet of utility easement more or less;

**DESCRIPTION 5' UTILITY EASEMENT:**

Field notes for the centerline of a 5 foot wide utility easement out of a called 0.488 acre tract of land in gift deed to the City of Lake Worth recorded in Document No. D205152427 Official Records Tarrant County Texas (ORTCT) and Lot 2R1 (called 14.308 acres) of the Re-Plat of Lots 2R1 and 3R1, Block 1, Ritchie Brothers Addition recorded in Cabinet A, Slide 8206 of the Plat Records of Tarrant County, Texas (PRTCT) and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates North Central Zone (NAD 83);

**Commencing:** at a found 1/2" iron bar (N 6982325.35, E 2302061.86) marking the northeast corner of said 0.488 acre tract, the northeast corner of said Lot 2R1, the southeast corner of a called 0.9412 acre tract of land recorded in Volume 12223, Page 2081 ORTCT, the southwest corner of Lot 4 recorded in Cabinet A, Slide 8206 PRTCT, and the northwest corner of Lot 5 recorded in Cabinet A, Slide 8206 PRTCT, from which a found 1/2" iron bar (N 6981708.80, E 2302064.83) with cap (MOAK Surv.) marking the southeast corner of said Lot 2R1 and the southwest corner of said Lot 5 bears S 00° 16' 32" E (Bearing Basis), 616.57 feet (called S 00° 20' 14" E, 616 36 feet);

**Thence:** S 79° 38' 26" W, 140 16 feet across said 0.488 acre tract, to a set 1/2" iron bar (N 6982299.91, E 2301923.99) with cap (Solis-Kanak) marking the northeast corner of a 1050 square foot lease area surveyed this same date;

**Thence:** S 00° 16' 32" E, 16.00 feet, along the east line of said lease area, to the **Place of Beginning** of the herein described centerline;

**Thence:** N 89° 57' 19" E, 3.33 feet, along the herein described centerline to a point for angle;

**Thence:** S 58° 14' 27" E, 46.59 feet, along the herein described centerline to a point for angle;

**Thence:** N 51° 09' 19" E, 19.45 feet, along the herein described centerline to a **Place of Terminus** of the herein described centerline, said easement being 2.50 feet on either side of the above described centerline, and containing 347 square feet of utility easement more or less.



SYSTEM                      GEODETIC                      GEODETIC  
DATUM TRANS.              NAD 1983                  NAD 1927  
ELLIPSOID                  GRS 1980                  CLARK 1866  
NOTES                      1. ELEVATIONS ARE MEAN SEA LEVEL ( NORTH AMERICAN  
                                    2. VERTICAL DATUM OF 1988 )  
                                    3. METES AND BOUNDS DESCRIPTION PREPARED THIS DATE.  
                                    4. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF AN ABSTRACTOR'S  
                                    5. CERTIFICATE PROVIDED BY COURTHOUSE SPECIALISTS DATED 06-01-05  
                                    6. ALL BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATES  
                                    7. (NORTH CENTRAL ZONE) NAD 83.

**PROJECT INFORMATION**

### PROJECT INFORMATION

A 1050 SQUARE FOOT LEASE AREA, A 540 SQUARE FOOT ACCESS EASEMENT, A 15 FOOT WIDE UTILITY EASEMENT AND A 5 FOOT WIDE UTILITY EASEMENT ALL OUT OF LOT 2R1 (CALLED THE RE-PLAT OF LOTS 3R1 AND 3R1, BLOCK 1, RICHELIE BROTHERS ADDITION RECORDED IN CABINET A, SLIDE 8206 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

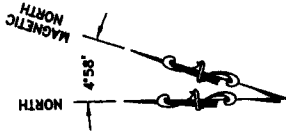


# GRAPHIC SCALE



( IN FEET )

1 inch = 100 ft.



CITY OF LAKE WORTH, TEXAS  
CALLED 0.9412 ACRES  
VOL. 12223, PG. 2081  
ORTCT

SANITARY CONTROL ESM'T.  
VOL. 12277, PG. 2074  
ORTCT

FIRE HYDRANT (TYP.)

WATER VALVE (TYP.)

25' BLDG. SETBACK  
CAB. A SLIDE 8206  
PRCT

20' ACCESS  
& DRAINAGE ESM'T.  
CAB. A SLIDE 8206  
PRCT

(N00°08'16"W  
316.25')

SCHOOL ROAD  
(60' ROW)

**CITY OF LAKE WORTH**

CALLED 0.488 ACRES  
DOC NO. D205152427  
ORTCT

**LOT 2R1**

CALLED 14.308 ACRES  
CABINET "A" SLIDE 8206  
PRCT

30' BLDG. SETBACK  
(N72°44'38"W 1008.97)  
RITCHIE DRIVE 60' ROW

60' ROW

20' WATERLINE  
ESM'T.  
1/2" FIB WITH CAP  
(MOAK)  
(S89°39'46"W  
282.70')

(S00°20'14"E 616.36')  
S 00°16'32" E 616.57

10' BLDG. SETBACK

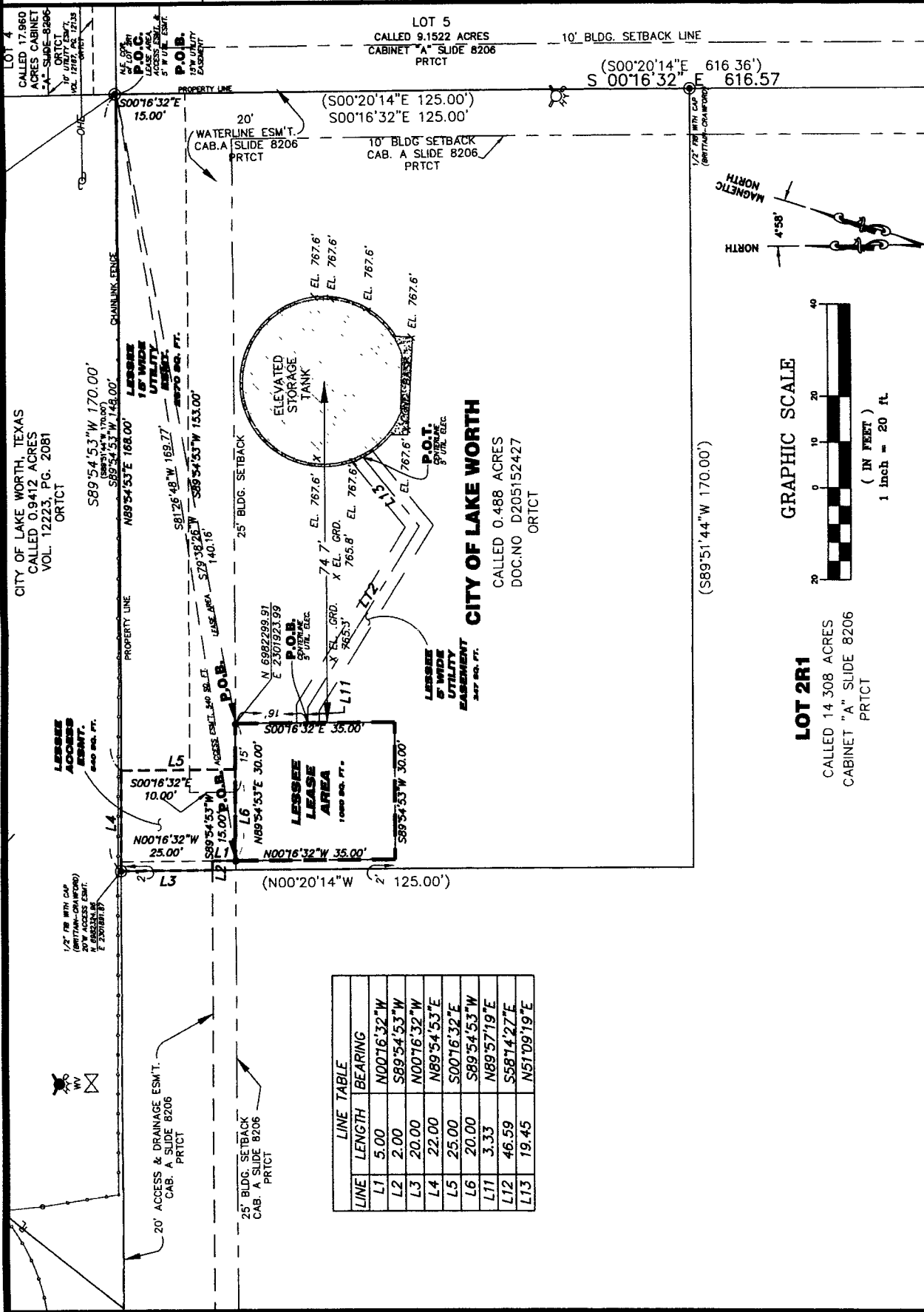


**Solis-Kanak & Associates, Inc.**  
Professional Surveyors  
2700 HIGHWAY 308  
CANTON LAKE, TX. 75008  
(800) 885-4081  
FAX (800) 885-4082



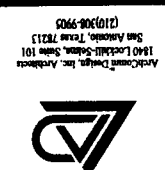
LAKE WORTH WT REPL  
SITE NO. 161804B  
LAKE WORTH, TEXAS 76135  
TARRANT COUNTY, TEXAS

JOB NUMBER: **05-0139**  
DATE: 11/21/05  
REVISED: 12/23/05  
REMOVED ACCESS ESM'T.  
DRAWN BY: **H. 1005**  
REVISED BY: S.D.  
SHEET NO. **2 of 4**



LINE TABLE		
LINE	LENGTH	BEARING
L1	5.00	N00°16'32"W
L2	2.00	S89°54'53"W
L3	20.00	N00°16'32"W
L4	22.00	N89°54'53"E
L5	25.00	S00°16'32"E
L6	20.00	S89°54'53"W
L11	3.33	N89°57'19"E
L12	46.59	S58°14'27"E
L13	19.45	N51°09'19"E

LAKE WORTH WT REPL  
SITE NO. 161804B  
LAKE WORTH, TEXAS 76135  
TARRANT COUNTY, TEXAS



Professional Surveyors, Inc.  
7900 HIGHWAY 308  
CANTON LAKE, TX 75949  
(936) 895-4008  
FAX (936) 895-4008



JOB NUMBER: 05-0139  
DATE: 11-21-05  
REV. 12-23-05  
REMOVED ACCESS ESMT  
DRAWN BY: H. S. D.  
REVISED BY: S. D.  
SHEET NO. 4 of 4

LAKE WORTH  
WT REPL  
SITE NO. 161804B  
LAKE WORTH, TEXAS 76135  
TARRANT COUNTY, TEXAS

Field notes for a 1,010 square foot access easement out of a called 0.488 acre tract of land is left dead to the City of Lake Worth recorded in Document No. 2305152427 Official Records Tarrant County Texas (PRTCT) and Lot 281 (called 14.308 acres) of the No-File of Lot 281 and 281.1, Block 1, Ritchie Brothers Addition recorded in Caddo A, Slide 8206 of the Plat Records of Tarrant County, Texas (PRTCT) and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinate North Central Zone (NAD 83):

Commencing: at a found 16" iron bar (N 68E2123.11, E 2302061.80) marking the northwest corner of said 0.488 acre tract, the northwest corner of said Lot 281, the southwest corner of a called 0.9412 acre tract of land recorded in Volume 12223, Page 2001 (PRTCT), the southwest corner of Lot 4 recorded in Caddo A, Slide 8206 (PRTCT), and the northeast corner of Lot 5 recorded in Caddo A, Slide 8206 (PRTCT), from which a found 5" iron bar (N 68E1706.00, E 2302064.63) with cap (NAD83-Survey) marking the northeast corner of said Lot 281 and the southwest corner of said Lot 5 bears S 89° 16' 12" E (bearing based), 616.57 feet (called 5 09° 20' 14" E, 616.56 feet);

Thence: S 79° 34' 33" W, 140.16 feet across said 0.488 acre tract, to a set 8" iron bar (N 68E2299.51, E 2301923.99) with cap (Caddo-Kennedy) for the northwest corner and Place of Beginning of the herein described easement;

Thence: S 89° 16' 12" E, 14.00 feet, along the east line of said lease area, to the Place of Beginning of the herein described easement;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

Thence: S 89° 16' 12" E, 14.00 feet, along the herein described easement to a point for angle;

## Lake Worth Regular City Council Meeting – June 13, 2017

### Agenda Item No. F.3

---

**From:** Mike Christenson, Fire Chief

**Item:** Discuss and consider accepting the bid from Sterling Contracting Services, Inc. for the Lake Worth Fire Department Second Floor Finish-Out in an amount not to exceed \$137,170.00, and authorize the City Manager to execute the contract.

**Summary:**

On May 1, 2017 and May 8, 2017 a request for sealed proposals was advertised for the Lake Worth Fire Department 2<sup>nd</sup> Floor Finish-Out.

On May 17<sup>th</sup> at 10:00 a.m. a pre-bid meeting was held to address questions and specifications of the project. Bid opening was held on May 24<sup>th</sup> at 10:02 a.m. at Lake Worth City Hall; three (3) bids were received, opened, and read aloud. Bids received were as follows:

1. Ehrlich for \$217,913
2. McCorry for \$236,100
3. Sterling for \$160,018

With all bids exceeding the budgeted amount, staff discussed pricing with the lowest bidder, Sterling Contracting, and decreased the total price of the project to \$137,170.

This project would be beneficial to the Lake Worth Fire Department as it would provide for more office space, needed storage room, and would allow for future expected departmental growth.

**Fiscal Impact:**

1. Remodel Budget Amount - \$120,000
2. Proposed Contract Amount - \$137,170

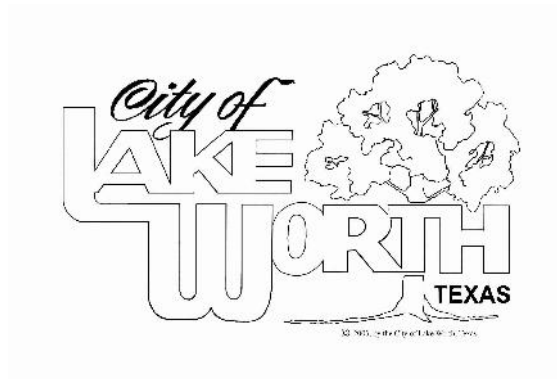
Although the amount of this project will be more than budgeted, a mid-year budget review indicates that the overage can be covered with a line-item transfer or a budget amendment, whereby the additional expense would be offset by additional revenue.

**Attachments:**

1. Bid Documents and Plans
2. Bid Recommendation from Bobcat Architects
3. 1295 Form

**Recommended Motion or Action:**

Move to accept the bid from Sterling Contracting Services, Inc. for the Lake Worth Fire Department Second Floor Finish-Out in an amount not to exceed \$137,170, and authorize the City Manager to execute the contract.



**CITY OF LAKE WORTH**

**BID PROPOSAL**

**FOR**

**LAKE WORTH FIRE DEPARTMENT**

**SECOND FLOOR FINISH-OUT**

The City may consider, at the City's option, any bid prepared and submitted not in accordance with the provisions hereof as a bid. The City may waive any informalities or reject any and/or all bids. Any bid may be withdrawn prior to the scheduled time of the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.

The City anticipates awarding the contract to the lowest responsible bidder. If the lowest bid submitted by a responsible bidder exceeds available funds, the City may reject all bids, or may award the contract on a lesser unit quantity than that estimated in the proposal, to arrive at an amount which is within the available funds. No conditional bids will be accepted. The City retains the right to award bids to separate bidders meeting City specifications.

**CITY OF LAKE WORTH  
INVITATION TO BID**

<b>BID NO. XX-XX</b>	<b>DATE ISSUED:</b>
<b>COMMODITY/SERVICE DESCRIPTION:</b>  Supplying Materials and Labor for the Finish-out of Lake Worth Fire Department Second floor (interior improvements)	<b>PRE-BID CONFERENCE TIME AND DATE:</b> There will be a pre-bid conference May 17, 2017 at 10:00AM. Questions concerning specifications for this project may be directed to the City Manager's Office at (817) 237-1211.
<b>FOR CONTRACTUAL /BID ISSUES, CONTACT:</b>  Stacey Almond City Manager E-mail: salmond@lakeworthtx.org  Ofc (817) 237.1211	<b>BID DUE PRIOR TO:</b>  Tuesday, May 24, 2017 at 10:00AM  CITY OF LAKE WORTH  3805 ADAM GRUBB  LAKE WORTH, TEXAS 76135
<b>FOR SPECIFICATIONS/TECHNICAL ISSUES, CONTACT:</b>  James R. Nader, FAIA Urban Bobcat Architects 916 Bryan Ave, Suite 104 Fort Worth, TX 76104  (817) 366-1079	<b>BID OPENING TIME AND DATE:</b>  Tuesday, May 24, 2017 10:02AM.  <b>LOCATION:</b>  Lake Worth City Hall 3805 Adam Grubb Lake Worth, TX 76135

***SEALED BIDS MUST BE ADDRESSED TO:***

**MAYOR AND CITY COUNCIL OF THE CITY OF LAKE WORTH**

***AND CLEARLY MARKED:***

**LAKE WORTH FIRE DEPARTMENT SECOND FLOOR FINISH-OUT**

CITY OF LAKE WORTH  
NOTICE TO BIDDERS

Sealed bid proposals addressed to the Mayor and City Council of the City of Lake Worth and clearly marked Lake Worth Fire Station Second Floor Finish-out Project will be received in the City Manager's office, Lake Worth City Hall, 3805 Adam Grubb, Lake Worth, Texas 76135, until 10:00 a.m. on Tuesday, May 24, 2017, per bid instructions, plans, specifications and project manual for the following project: remodel of approximately 2,818 square feet of existing building to create new office and work area. Sealed Bids will be publicly opened and read aloud on Tuesday, May 24, 2017, at 10:02 a.m. Sealed bids received after the specified time and date will be returned to the bidder, unopened. The bids will then be officially reviewed and awarded by the City Council as soon thereafter as possible.

All bid proposals must be made on the printed document forms included in the project manual. Qualified prospective bidders may obtain copies of the bid invitation with information to bidders, plans, specifications and project manual at Lake Worth City Hall, upon nonrefundable deposit of ten (\$10.00) dollars per complete set, or may obtain electronic copies (.pdf format) by request to [salmond@lakeworthtx.org](mailto:salmond@lakeworthtx.org) at no charge.

No officer or employee of the City of Lake Worth shall have a financial interest, direct or indirect, in any contract with the City of Lake Worth. The City of Lake Worth reserves the right to reject any and all bids and waive any informalities of bids received.

CITY OF LAKE WORTH, TEXAS  
Lake Worth City Hall  
3805 Adam Grubb  
Lake Worth, TX 76135  
c/o Stacey Almond, City Manager  
(817) 237.1211

Advertisement to run 05/01/17 and 05/08/17

**BID: LAKE WORTH FIRE STATION REMODEL PROJECT**

**KEY DATES AND MEETINGS**

PROJECT NAME: LAKE WORTH FIRE DEPARTMENT SECOND FLOOR FINISH-OUT

SCOPE OF WORK: Work of the Project includes renovation of the interiors of the existing Fire Station.

DOCUMENT AVAILABILITY: Contact Stacey Almond at [salmond@lakeworthtx.org](mailto:salmond@lakeworthtx.org)  
Telephone: (817) 237.1211

Qualified prospective bidders may obtain copies of the bid invitation with information to bidders, plans, specifications and project manual at Lake Worth City Hall, upon nonrefundable deposit of ten (\$10.00) dollars per complete set, or may obtain electronic copies (.pdf format) by request to [salmond@lakeworthtx.org](mailto:salmond@lakeworthtx.org) at no charge

BID DEADLINE DATE & TIME: Tuesday, May 24, 2017, 10:00AM

BID DELIVERY LOCATION: Lake Worth City Hall  
3805 Adam Grubb  
Lake Worth, TX 75137

BID OPENING: Tuesday, May 24, 2017, 10:02AM  
Lake Worth City Hall

INSURANCE: See Supplementary Conditions for details





**LAKE WORTH, TEXAS FIRE DEPARTMENT  
SECOND FLOOR FINISH-OUT PROJECT**

**May 24, 2017**

**Bid Opening**

<b><u>Bidder</u></b>	<b><u>Add'n Rec'd</u></b>	<b><u>Base Bid</u></b>	<b><u>Perf. Bond</u></b>	<b><u>Project Time</u></b>
----------------------	---------------------------	------------------------	--------------------------	----------------------------

--	--	--	--	--

--	--	--	--	--

--	--	--	--	--

--	--	--	--	--

--	--	--	--	--

**LAKE WORTH FIRE DEPARTMENT  
SECOND FLOOR FINISH-OUT PROJECT**

**TABLE OF CONTENTS**

**BIDDING REQUIREMENTS**

00200 – Instructions to Bidders  
00300 – Information Available to Bidders  
00410 – Bid Form

**CONTRACT REQUIREMENTS**

00500 – Agreement  
00700 – General Conditions  
00800 –Supplementary Conditions of Contract

**DIVISION 1 - GENERAL REQUIREMENTS**

01100 – Summary  
01200 – Price and Payment Procedures  
01300 – Administrative Requirements  
01400 – Quality Requirements  
01500 – Temporary Facilities and Controls  
01600 – Product Requirements  
01700 – Execution Requirements  
01780 – Closeout Submittals

**END OF TABLE OF CONTENTS**

## **SECTION 00200**

### **INSTRUCTIONS TO BIDDERS**

#### **FORM OF INSTRUCTIONS TO BIDDERS**

**1.01 The instructions in this document amend or supplement the Instructions To Bidders and other provisions of the Bidding and Contract Documents.**

#### **1.02 DOCUMENT INCLUDES**

- A. Invitation
- B. Bid Documents and Contract Documents
- C. Site Assessment
- D. Bid Submission
- E. Bid Enclosures/Requirements
- F. Offer Acceptance/Rejection

#### **INVITATION**

##### **2.01 BID SUBMISSION**

- A. Bids signed and under seal, executed, and dated will be received at the office of the City Manager before 10:00AM local standard time on the Twenty-fourth day of May 2017.
- B. Offers submitted after the above time shall be returned to the bidder unopened.
- C. Offers will be opened publicly immediately after the time for receipt of bids, 10:02AM.
- D. Amendments to the submitted offer will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer.

##### **2.02 INTENT**

- A. The intent of this Bid request is to obtain an offer to perform work to complete a refinishing of the second floor space of the Lake Worth Fire Department, 4004 Merrett Dr., Lake Worth, Texas, 76135, for a Stipulated Sum contract, in accordance with the Contract Documents.

##### **2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS**

- A. Work of this proposed Contract comprises building construction, including general construction Work.

##### **2.04 CONTRACT TIME**

- A. Identify Contract Time in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.

#### **BID DOCUMENTS AND CONTRACT DOCUMENTS**

##### **3.01 CONTRACT DOCUMENTS IDENTIFICATION**

- A. The Contract Documents are identified as FIRE HALL UPPER FLOOR.

##### **3.02 AVAILABILITY**

- A. Bid Documents may be obtained at the office of the City Manager which is located at 3805 Adam Grubb, Lake Worth, Texas (817.237-1211), after 2 PM on May 1, 2017.

- B. Up to two sets of Bid Documents may be obtained by General Contract bidders upon receipt of a refundable deposit, by cash, in the amount of \$10.00 per set.
- C. Deposit will be refunded if Bid Documents are returned complete, undamaged, unmarked and reusable, within 7 days of bid submission. Failure to comply will result in forfeiture of deposit.
- D. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

### **3.03 EXAMINATION**

- A. Bid Documents may be viewed at the office of the City Manager.
- B. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- C. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

### **3.04 INQUIRIES/ADDENDA**

- A. Direct questions to the Architect, James Nader, telephone 817.366.1079.
- B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients.

### **3.05 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS**

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.
- B. When a request to substitute a product is made, Architect may approve the substitution and will issue an Addendum to known bidders.
- C. The submission shall provide sufficient information to determine acceptability of such products.
- D. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- E. Provide products as specified unless substitutions are submitted in this manner and accepted.

## **SITE ASSESSMENT**

### **4.01 SITE EXAMINATION**

- A. Examine the project site before submitting a bid.

### **4.02 PREBID CONFERENCE**

- A. A bidders' conference has been scheduled for 10:00AM on the 17th of May, 2017 at the project site.
- B. All general contract bidders and suppliers are invited.
- C. Representatives of Architect will be in attendance.
- D. Summarized minutes of this meeting will be circulated to attendees. These minutes will not form part of the Contract Documents.
- E. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

## **QUALIFICATIONS**

### **5.01 SUBCONTRACTORS/SUPPLIERS/OTHERS**

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.

## **BID SUBMISSION**

### **6.01 SUBMISSION PROCEDURE**

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. Improperly completed information may be cause not to open the Bid Form envelope and declare the bid invalid or informal.
- D. An abstract summary of submitted bids will be made available to all bidders following bid opening.

### **6.02 BID INELIGIBILITY**

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures which are improperly prepared may, at the discretion of Owner, be declared unacceptable.
- C. Failure to provide bonding or insurance requirements may, at the discretion of Owner, be waived.

## **BID ENCLOSURES/REQUIREMENTS**

### **7.01 AGREEMENT TO BOND**

- A. Submit with the Bid.

### **7.02 PERFORMANCE ASSURANCE**

- A. Include the cost of performance assurance bonds in the Bid Amount and identify the cost on the Bid Form.

### **7.03 INSURANCE**

- A. Provide an executed "Undertaking of Insurance" on the form provided stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents.

### **7.04 BID FORM REQUIREMENTS**

- A. Complete all requested information in the Bid Form and Appendices.
- B. Taxes: Refer to Document 00800 - Supplementary Conditions for inclusion of taxes, procedures for tax rebate claims, and products that are tax exempt.

### **7.05 FEES FOR CHANGES IN THE WORK**

- A. Include the fees for overhead and profit on own Work and Work by subcontractors, identified in Document 00800 - Supplementary Conditions.
- B. Include in the Bid Form, the overhead and profit fees on own Work and Work by subcontractors, applicable for Changes in the Work, whether additions to or deductions from the Work on which

the Bid Amount is based.

- C. Include in the Bid Form, the fees proposed for subcontract work for changes (both additions and deductions) in the Work. Contractor shall apply fees as noted, to the subcontractor's gross (net plus fee) costs on additional work.

#### **7.06 BID FORM SIGNATURE**

- A. The Bid Form shall be signed by the bidder, as follows:
  - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
  - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
  - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
  - 4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

#### **OFFER ACCEPTANCE/REJECTION**

##### **8.01 DURATION OF OFFER**

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

##### **8.02 ACCEPTANCE OF OFFER**

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

#### **END OF INSTRUCTIONS TO BIDDERS**

**SECTION 00410**

**BID FORM**

**THE PROJECT AND THE PARTIES**

**TO:**

\_\_\_\_\_ (Owner)

**FOR:**

\_\_\_\_\_

**DATE:** \_\_\_\_\_ (Bidder to enter date)

**SUBMITTED BY: (Bidder to enter name and address)**

Bidder's Full Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**OFFER**

\_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.

We have included the required security deposit as required by the Instruction to Bidders.

All applicable federal taxes are included and State of Texas taxes are included in the Bid Sum.

**ACCEPTANCE**

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

**CONTRACT TIME**

If this Bid is accepted, we will complete the Work in \_\_\_\_\_ - calendar weeks from Notice to Proceed.

**CHANGES TO THE WORK**

When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

1. \_\_\_\_\_ percent overhead and profit on the net cost of our own Work;
2. \_\_\_\_\_ percent on the cost of work done by any Subcontractor.

On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus \_\_\_\_\_ of the overhead and profit percentage noted above.

**ADDENDA**

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

**BID FORM SIGNATURE(S)**

The Corporate Seal of

---

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

---

(Authorized signing officer, Title)

(Seal)

---

(Authorized signing officer, Title)

**If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.**

**END OF BID FORM**



## **SECTION 00500**

### **AGREEMENT**

#### **FORM OF AGREEMENT**

- 1.01 AIA Document A101, Owner-Contractor Agreement Form - Stipulated Sum 2007 Edition, forms the basis of Contract between the Owner and Contractor.

#### **END OF AGREEMENT**

## **SECTION 00700**

### **GENERAL CONDITIONS**

#### **FORM OF GENERAL CONDITIONS**

AIA Document A201, General Conditions of the Contract for Construction, 2007 Edition is the General Conditions between the Owner and Contractor, and are incorporated as if bound herein.

#### **SUPPLEMENTARY CONDITIONS**

Refer to Document 00800 for amendments to these General Conditions.

#### **END OF DOCUMENT 00700**

## SECTION 00800

### SUPPLEMENTARY CONDITIONS

#### INTENT

- 1.01 These Supplementary Conditions amend and supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.
- 1.02 The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

#### MODIFICATIONS TO AIA A201

##### 2.01 ARTICLE 11.1 – CONTRACTOR'S LIABILITY INSURANCE

- A. Substitute the following paragraph for ARTICLE 11.1 in AIA 201.
1. 11.1 Contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract and any other renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this contract. Contractor agrees to provide the Owner with certificates naming the Owner as an additional insured and evidencing the required coverage before Contractor begins work hereunder. Such certificates shall be in a format acceptable to the Owner, shall contain a provision that coverage afforded under these policies will not be cancelled and no material changes will be made until at least thirty (30) days prior to written notice has been given to the Owner. Contractor shall provide and maintain the following insurance:
- 11.1.1 Worker's Compensation as required by all applicable Federal, State, Maritime or other laws including Employers Liability with a limit of at least \$500,000\*
- 11.1.2 Comprehensive General Liability including:
- Premises: Operations Liability Coverage  
Products: Completed Operations Liability Coverage, Independent Contractors, Liability Coverage, Pollution Coverage (if applicable) and Contractual Liability Coverage, with minimum limits of at least:
- Combined Single Limit to Include Bodily Injury and Property Damage:
- |                  |              |
|------------------|--------------|
| Occurrence       | \$1,000,000* |
| Annual Aggregate | \$1,000,000* |
- Construction project shall also include a "per project" aggregate
- 11.1.3 Comprehensive Automobile Liability including non-ownership and hired car coverage as well as owned vehicles:
- Combined Single Limit to include Bodily Injury and Property Damage
- |               |              |
|---------------|--------------|
| Each accident | \$1,000,000* |
|---------------|--------------|
- \*or such other limits as to comply with requirement of coverage for Umbrella/Excess Liability Policy.
- 11.1.4 Excess or Umbrella Liability with a limit of not less than \$2,000,000 per occurrence and aggregate.

- 11.1.5 The contractor's comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the Contractor. Said insurance shall be written by a company or companies approved to do business in the state of South Carolina and acceptable to the Owner. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the Owner.
- 11.1.6 The Owner, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the contract; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officials, employees or volunteers and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the Owner may possess.
- 11.1.7 The Contractor shall take out and maintain during the life of this contract, the statutory Workmen's Compensation and Employer's Liability insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- 11.1.8 Contractor's insurance coverage shall be primary insurance as respects the Owner, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insurance endorsement:
- 11.1.9 Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on another basis.
- 11.1.10 Each insurance required by the Owner shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Owner.
- 11.1.11 Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

## **2.02 ARTICLE 11.5 - PERFORMANCE BOND AND PAYMENT BOND**

- A. Add the following subparagraph:
  - 1. 11.5.3: The bond requirements are as follows:
    - a. Provide 100 percent Performance and Payment Bonds on a standard surety bond form.
    - b. Deliver bonds within 7 days after execution of the Contract.

- c. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. All Bonds shall be in the form prescribed by the Contract documents except as provided by Laws or Regulations and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- d. If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the above paragraph, Contractor shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to Owner.
- e. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required.

**END OF DOCUMENT 00800**

## **SECTION 01100**

### **SUMMARY**

#### **PART 1 GENERAL**

##### **1.01 PROJECT**

- A. Owner's Name: City of Lake Worth, Texas
- B. The Project consists of the construction of the finish-out of the existing second floor of the Fire Department Building

##### **1.02 CONTRACT DESCRIPTION**

- A. Contract Type: Stipulated Sum.

##### **1.03 OWNER OCCUPANCY**

- A. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- B. Schedule the Work to accommodate Owner occupancy and future interior construction.

##### **1.04 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
  - 1. Owner occupancy.
  - 2. Work by Others.
  - 3. Work by Owner.
- C. Provide access to and from site as required by law and by Owner:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Time Restrictions:
  - 1. Work will be permitted only between the hours of 5:00am to 9:00 pm.

##### **1.05 WORK SEQUENCE**

- A. Coordinate construction schedule and operations with Owner.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

**END OF SECTION**

## **SECTION 01200**

### **PRICE AND PAYMENT PROCEDURES**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

##### **1.02 RELATED SECTIONS**

- A. Contract Documents issued by the Architect.

##### **1.03 SCHEDULE OF VALUES**

- A. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization.
- D. Include in each line item, the amount of Allowances specified in this section.
- E. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

##### **1.04 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit to the Architect at monthly intervals.
- B. Present required information in typewritten form.
- C. Form: AIA G702 Application and Certificate for Payment and AIA G703 - Continuation Sheet including continuation sheets when required.
- D. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed and Stored to Date of Application.
  - 8. Percentage of Completion.
  - 9. Balance to Finish.
  - 10. Retainage.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.

- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- H. Submit three copies of each Application for Payment.
- I. Include the following with the application:
  - 1. Transmittal letter as specified for Submittals in Section 01300.
  - 2. Construction progress schedule, revised and current as specified in Section 01300.
  - 3. Current construction photographs specified in Section 01300.
  - 4. Partial release of liens from major Subcontractors and vendors.
  - 5. Project record documents as specified in Section 01780, for review by Owner which will be returned to the Contractor.
- J. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

### **1.05 MODIFICATION PROCEDURES**

- A. Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by the Conditions of the Contract by issuing supplemental instructions on AIA Form G710.
- B. Construction Change Directive: Architect may issue a document, signed by Owner, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time.
  - 2. Promptly execute the change in Work.
- C. Proposal Request: Architect may issue a document which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change. Contractor shall prepare and submit a fixed price quotation within 7 calendar days.
- D. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01600.
- E. Computation of Change in Contract Amount:
  - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
  - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
  - 3. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- F. Substantiation of Costs: Provide full information required for evaluation.
  - 1. On request, provide following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  - 2. Support each claim for additional costs with additional information:
    - a. Origin and date of claim.
    - b. Dates and times work was performed, and by whom.
    - c. Time records and wage rates paid.
    - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- G. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract on AIA G701.
- H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- I. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- J. Promptly enter changes in Project Record Documents.

#### **1.06 APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due. Submit to Architect.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  1. All closeout procedures specified in Section 01700.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

**END OF SECTION**



## **SECTION 01270**

### **UNIT PRICES**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.
- C. Defect assessment and non-payment for rejected work.

##### **1.02 COSTS INCLUDED**

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

##### **1.03 UNIT QUANTITIES SPECIFIED**

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

##### **1.04 MEASUREMENT OF QUANTITIES**

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Contractor will take all measurements and compute quantities accordingly.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.
- D. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- E. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- F. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

##### **1.05 PAYMENT**

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work which is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit sum/price.
- B. Payment will not be made for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from the transporting vehicle.
  - 4. Products placed beyond the lines and levels of the required Work.
  - 5. Products remaining on hand after completion of the Work.
  - 6. Loading, hauling, and disposing of rejected Products.

##### **1.06 DEFECT ASSESSMENT**

- A. Replace Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Owner, it is not practical to remove and replace the Work, Owner will direct one of the following remedies:
  - 1. The defective Work may remain, but the unit sum/price will be adjusted to a new sum/price at the discretion of Owner.

- 2. The defective Work will be partially repaired to the instructions of the Owner, and the unit sum/price will be adjusted to a new sum/price at the discretion of Owner.
- C. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.
- D. The authority of Owner to assess the defect and identify payment adjustment is final.

#### **1.07 SCHEDULE OF UNIT PRICES**

- A. Item: Drilled Concrete Piers, Section 02468.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

**END OF SECTION**

## **SECTION 01300**

### **ADMINISTRATIVE REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Preconstruction meeting.
- B. Site mobilization meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Progress photographs.
- F. Submittals for review, information, and project closeout.
- G. Number of copies of submittals.
- H. Submittal procedures.

##### **1.02 RELATED SECTIONS**

- A. Document 00700 - General Conditions: Dates for applications for payment.
- B. Section 01700 - Execution Requirements: Additional coordination requirements.
- C. Section 01780 - Closeout Submittals: Project record documents.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION**

##### **3.01 PRECONSTRUCTION MEETING**

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
  - 1. Owner.
  - 2. Architect.
  - 3. Contractor.
  - 4. Contractor superintendent.
  - 5. Major subcontractors.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
  - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 6. Scheduling.
  - 7. Use of premises by Owner and Contractor.
  - 8. Owner's requirements and occupancy prior to completion.
  - 9. Construction facilities and controls provided by Owner.
  - 10. Temporary utilities provided by Owner.
  - 11. Survey and building layout.
  - 12. Security and housekeeping procedures.
  - 13. Schedules.
  - 14. Application for payment procedures.
  - 15. Procedures for testing.
  - 16. Procedures for maintaining record documents.

17. Requirements for start-up of equipment.
  18. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.02 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the Work at maximum weekly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent and Architect. Major subcontractors and suppliers as appropriate to agenda topics for each meeting.
- D. Agenda:
1. Review minutes of previous meetings.
  2. Review of Work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems which impede planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Maintenance of progress schedule.
  7. Corrective measures to regain projected schedules.
  8. Planned progress during succeeding work period.
  9. Maintenance of quality and work standards.
  10. Effect of proposed changes on progress schedule and coordination.
  11. Other business relating to Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.03 DIGITAL PROGRESS PHOTOGRAPHS**

- A. Provide digital photographs of site and construction throughout progress of Work produced by an experienced photographer.
- B. Take photographs on date for each application for a payment and as follows:
1. Site clearing.
  2. Excavations.
  3. Foundations.
  4. Structural framing.
  5. Enclosure of building.
  6. Final completion.
- C. Views:
1. Provide non-aerial photographs from four cardinal views at each specified time, until Date of Substantial Completion.
  2. Consult with Architect for instructions on views required.
  3. Provide factual presentation.
  4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- D. Digital files: Full color; minimum 200 pixels per inch resolution when printed at 8x10 size.
- E. Deliver two sets of digital photograph files with each Application for Payment with transmittal letter specified in this Section.
- F. Deliver digital photograph files to Owner with project record documents. Catalog and index images in chronological sequence; provide typed table of contents.

### **3.04 SUBMITTALS FOR REVIEW**

- A. Submit complete list of submittals required by individual sections.
- B. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Shop drawings.
  - 3. Samples for selection.
  - 4. Samples for verification.
- C. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- D. Samples will be reviewed only for aesthetic, color, or finish selection.
- E. After review, provide copies and distribute in accordance with Submittal Procedures article below and for record documents purposes described in Section 01780 - Closeout Submittals.

### **3.05 SUBMITTALS FOR INFORMATION**

- A. Submit complete list of submittals required by individual sections.
- B. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.
- C. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

### **3.06 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit complete list of submittals required by individual sections.
- B. When the following are specified in individual sections, submit them at project closeout:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Bonds.
  - 5. Other types as indicated.
- C. Submit for Owner's benefit during and after project completion.

### **3.07 NUMBER OF COPIES OF SUBMITTALS**

- A. Documents for Review:
  - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Architect.
  - 2. Larger Sheets, Not Larger Than 36 x 48 inches: Submit two opaque reproductions.
- B. Documents for Information: Submit two copies.
- C. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.
- D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.08 SUBMITTAL PROCEDURES**

- A. Transmit each submittal with AIA Form G810.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Deliver submittals to Architect at business address.
- F. Schedule submittals to expedite the Project, and coordinate submission of related items.
- G. For each submittal for review, allow 15 calendar days excluding delivery time to and from the Contractor.
- H. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- I. Provide space for Contractor and Architect review stamps.
- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.

**END OF SECTION**

**SECTION 01400**  
**QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. References and standards.
- B. Quality assurance submittals.
- C. Mock-ups.
- D. Control of installation.
- E. Tolerances.
- F. Testing and inspection services.
- G. Manufacturers' field services.

**1.02 RELATED SECTIONS**

- A. Document 00700 - General Conditions: Inspections and approvals required by public authorities
- B. Section 01300 - Administrative Requirements: Submittal procedures.
- C. Section 01600 - Product Requirements: Requirements for material and product quality.

**1.03 REFERENCES**

- A. ASTM C 1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 1997.
- B. ASTM E 329 - Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction; 2000b.
- C. ASTM E 543 - Standard Practice for Agencies Performing Nondestructive Testing; 1999.
- D. ASTM E 548 - Standard Guide for General Criteria used for Evaluating Laboratory Competence; 1994.

**1.04 SUBMITTALS**

- A. Testing Agency:
  - 1. Testing will be performed by a testing agency selected by the Owner.
- B. Design Data: Submit for Architect's knowledge as contract administrator or for the Owner, for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- C. Test Reports: After each test/inspection, Testing Agency will promptly submit two copies of report to Owner and Architect.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test/inspection.
    - h. Date of test/inspection.
    - i. Results of test/inspection.

- j. Conformance with Contract Documents.
  - k. When requested by Architect, provide interpretation of results.
- 2. Test reports are submitted for Architect's knowledge as contract administrator or for the Owner, for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
  - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
  - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- F. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
  - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

#### **1.05 REFERENCES AND STANDARDS**

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

#### **1.06 TESTING AND INSPECTION AGENCIES**

- A. Owner will employ services of an independent testing agency to perform certain specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

### **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION**

#### **3.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents; request clarification from Architect before proceeding.



- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

### **3.02 MOCK-UPS**

- A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

### **3.03 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents; request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

### **3.04 TESTING AND INSPECTION**

- A. See individual specification sections for testing required.
- B. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
  - 5. Perform additional tests and inspections required by Architect.
  - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.

4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  5. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect. Payment for re testing will be charged to the Contractor by deducting testing charges from the Contract Price, regardless of the test results.

### **3.05 MANUFACTURERS' FIELD SERVICES**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect 30 days in advance of required observations.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

### **3.06 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

**END OF SECTION**

## **SECTION 01500**

### **TEMPORARY FACILITIES AND CONTROLS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Temporary utilities.
- B. Temporary telephone service.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Project identification sign.
- I. Field offices.

##### **1.02 TEMPORARY UTILITIES**

- A. All electrical power, lighting, water, and ventilation required for construction purposes will be furnished by the Owner.
- B. New permanent facilities may be used.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

##### **1.03 TELEPHONE SERVICE**

- A. Provide, maintain, and pay for telephone service to field office at time of project mobilization.
- B. Provide, maintain and pay for facsimile service and a dedicated telephone line to field office at time of project mobilization.

##### **1.04 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

##### **1.05 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

##### **1.06 FENCING – NOT USED**

### **1.07 EXTERIOR ENCLOSURES**

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

### **1.08 SECURITY**

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

### **1.10 VEHICULAR ACCESS AND PARKING**

- A. Coordinate access and haul routes with governing authorities.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- E. Do not allow vehicle parking on existing pavement.

### **1.11 WASTE REMOVAL**

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site on a regular basis.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

### **1.12 FIELD OFFICES**

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 4 persons.

### **1.13 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, and materials prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.
- D. Restore new permanent facilities used during construction to specified condition.

### **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01600**  
**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations and procedures.
- F. Procedures for Owner-supplied products.
- G. Spare parts and maintenance materials.

**1.02 RELATED SECTIONS**

- A. Section 01400 - Quality Requirements: Product quality monitoring.

**1.03 SUBMITTALS**

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
  - 1. Submit within 15 days after date of Agreement.
  - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project. Architect and Engineer's drawings and specifications may not be reproduced and submitted.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
- E. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

**PART 2 PRODUCTS**

**2.01 EXISTING PRODUCTS**

- A. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.

**2.02 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Do not use products having any of the following characteristics:
  - 1. Made using or containing ACM's, CFC's or HCFC's.
- C. Provide interchangeable components from the same manufacturer for components being replaced.

- E. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
- F. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

## **2.03 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

## **2.04 SPARE PARTS AND MAINTENANCE PRODUCTS**

- A. Provide spare parts, maintenance, and extra products of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

## **PART 3 EXECUTION**

### **3.01 SUBSTITUTION PROCEDURES**

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Architect will consider requests for substitutions only within 30 days after date of Agreement.
- C. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- D. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- E. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
  - 5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- G. Substitution Submittal Procedure:
  - 1. Submit three copies of request for substitution for consideration using the substitution request forms included at the end of this section. Limit each request to one proposed substitution.
  - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
  - 3. The Architect will notify Contractor in writing of decision to accept or reject request.

### **3.02 OWNER-SUPPLIED PRODUCTS**

- A. Owner's Responsibilities:
  - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
  - 2. Arrange and pay for product delivery to site.
  - 3. On delivery, inspect products jointly with Contractor.
  - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
  - 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
  - 1. Review Owner reviewed shop drawings, product data, and samples.
  - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
  - 3. Handle, store, install and finish products.
  - 4. Repair or replace items damaged after receipt.

### **3.03 TRANSPORTATION AND HANDLING**

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### **3.04 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- G. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

## **SECTION 01700**

### **EXECUTION REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner personnel.
- H. Closeout procedures, except payment procedures.

##### **1.02 RELATED SECTIONS**

- A. Section 01100 - Summary: Work sequence.
- B. Section 01300 - Administrative Requirements: Submittals procedures.
- C. Section 01400 - Quality Requirements: Testing and inspection procedures.
- D. Section 01500 - Temporary Facilities and Controls: Temporary interior partitions.
- E. Section 01780 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.

##### **1.03 SUBMITTALS**

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Project Record Documents: Accurately record actual locations of capped and active utilities.

##### **1.04 PROJECT CONDITIONS**

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- D. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

##### **1.05 COORDINATION**

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.



- D. Coordinate space requirements, supports, and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

## **PART 2 PRODUCTS – NOT USED**

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis-fabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

### **3.02 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

### **3.03 PREINSTALLATION MEETINGS**

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of installation, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.04 GENERAL INSTALLATION REQUIREMENTS**

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

### **3.05 CUTTING AND PATCHING**

- A. Execute cutting and patching to complete the work, to uncover work in order to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing when requested, to provide openings in the work for penetration of mechanical and electrical work, to execute patching to complement adjacent work, and to fit products together to integrate with other work.
- B. Execute work by methods to avoid damage to other work, and which will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- C. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- D. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- E. Restore work with new products in accordance with requirements of Contract Documents.
- F. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07840, to full thickness of the penetrated element.
- H. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- I. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new work abuts or aligns with existing, perform a smooth and even transition.
- J. Patch or replace surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. Repair substrate prior to patching finish. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

### **3.06 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### **3.07 PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

### **3.08 STARTING SYSTEMS**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### **3.09 DEMONSTRATION AND INSTRUCTION**

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

### **3.10 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

### **3.11 FINAL CLEANING**

- A. Execute final cleaning prior to final project assessment.
- B. Use cleaning materials that are not hazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### **3.12 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
- B. Notify Architect when work is considered ready for Substantial Completion.
- C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
- D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- E. Notify Architect when work is considered finally complete.
- F. Complete items of work determined by Architect's final inspection.

**END OF SECTION**

## **SECTION 01780**

### **CLOSEOUT SUBMITTALS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

##### **1.02 RELATED SECTIONS**

- A. Conditions of the Contract: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01300 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01700 - Execution Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

##### **1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit 1 copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
  - 2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION**

##### **3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.

6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  1. Product substitutions or alternates utilized.
  2. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  1. Measured depths of foundations in relation to finish first floor datum.
  2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  4. Field changes of dimension and detail.
  5. Details not on original Contract drawings.

### **3.02 OPERATION AND MAINTENANCE DATA**

- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### **3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
  1. Product data, with catalog number, size, composition, and color and texture designations.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.

### **3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. For Each Item of Equipment and Each System:
  1. Description of unit or system, and component parts.
  2. Identify function, normal operating characteristics, and limiting conditions.
  3. Include performance curves, with engineering data and tests.
  4. Complete nomenclature and model number of replaceable parts.
- B. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Provide control diagrams by controls manufacturer as installed.
- J. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- K. Include test and balancing reports.

### **3.05 OPERATION AND MAINTENANCE MANUALS**

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products in the form of an instructional manual.
- B. Binders: Commercial quality, 8-1/2 x 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- C. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- D. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
- E. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- F. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- G. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

### **3.06 WARRANTIES AND BONDS**


- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

### **END OF SECTION**






		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
L		GENERAL NOTES														
		1. DIMENSIONS SHOWN ARE TO THE FINISH FACE OF PARTITION. CONSTRUCTION NOT SHOWN ON PLAN DRAWINGS WILL BE INDICATED IN DETAIL DRAWINGS.														
		2. DOOR JAMBS ARE TO BE LOCATED 4" FROM ADJACENT PARTITIONS, TYPICALLY.														
		3. DOOR JAMBS IN THOSE AREAS TO RECEIVE OTHER THAN STANDARD FRAMES ARE TO BE AS DETAILED.														
K		4. ALL WORK BY ALL CONTRACTORS/SUBCONTRACTOR PERFORMING GENERAL CONSTRUCTION, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION OR RELATED WORK SHALL CONFORM TO ALL APPLICABLE BUILDING CODES AND ORDINANCES OF AGENCIES HAVING JURISDICTION OVER THIS PROJECT.														
		5. ALL WORK SHALL CONFORM IN QUALITY TO ACCEPTED INDUSTRY STANDARDS. ANY QUESTIONS REGARDING THIS REQUIREMENT SHALL BE DIRECTED TO THE ARCHITECT FOR INTERPRETATION.														
		6. CONTRACTOR TO INSPECT PREMISES AND WARRANT FAMILIARITY WITH PROJECT SITE CONDITIONS PRIOR TO BIDDING OR COMMENCING CONSTRUCTION.														
J		7. CONTRACTOR TO PROVIDE LIST OF LONG LEAD TIME ITEMS. EQUAL ALTERNATES TO ITEMS SPECIFIED MUST BE REVIEWED BY ARCHITECT PRIOR TO SUBSTITUTION.														
		8. SCOPE OF WORK OF ALL TRADES IS TO INCLUDE MATERIALS AND LABOR AS REQUIRED TO TOTALLY COMPLETE PROJECT FROM INTERFACE WITH EXISTING CONSTRUCTION THROUGH CONFIGURATION WORK SHALL BE COMPLETE AND FUNCTIONAL, CONSISTENT WITH THE DESIGN INTENT AS EXPRESSED IN THESE DOCUMENTS, WHETHER SPECIFICALLY ADDRESSED OR NOT. ANY QUESTIONS CONCERNING COMPLETENESS OF WORK SHALL BE ADDRESSED TO THE ARCHITECT.														
		9. THE WORK OF ALL TRADES AND VENDORS IS TO BE COORDINATED BY THE GENERAL CONTRACTOR.														
H		10. CONFIGURATIONS OF MATERIALS SHOWN ON DETAIL DRAWINGS TAKE PRECEDENCE OVER CONFIGURATIONS OF MATERIALS INDICATED ON DRAWINGS OF SMALLER SCALE.														
		11. CONTRACTOR IS TO DETERMINE SCOPE OF ANY DEMOLITION WHICH MIGHT BE REQUIRED BASED UPON INFORMATION CONTAINED IN THE CONSTRUCTION DOCUMENTS AS WELL AS SITE INSPECTIONS TO IDENTIFY SPECIFIC REQUIREMENTS.														
		12. CONTRACTOR SHALL BID THE JOB PROVIDING FOR ALL NEW MATERIALS AND SYSTEMS, UNLESS NOTED OTHERWISE.														
G		13. AREAS SHALL BE CLEANED DAILY OF TRASH AND DEBRIS OFF THE PREMISES OR TO A DUMPSTER.														
		14. CONTRACTOR SHALL BE RESPONSIBLE FOR INCLUSION OF ALL LIFE SAFETY ITEMS SUCH AS FIRE ALARM SPEAKERS, SMOKE DETECTORS, VISUAL ALARMS, EXIT LIGHTS, ETC. TO MEET ALL APPLICABLE CODES.														
		GENERAL REQUIREMENTS														
		SEE DIVISION 1 OF THE PROJECT MANUAL FOR THE FOLLOWING TOPICS:														
		SECTION 01100 - SUMMARY														
F		SECTION 01200 - PRICE AND PAYMENT PROCEDURE														
		SECTION 01300 - ADMINISTRATIVE REQUIREMENTS														
		SECTION 01400 - QUALITY REQUIREMENTS														
		SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS														
		SECTION 01600 - PRODUCT REQUIREMENTS														
		SECTION 01700 - EXECUTION REQUIREMENTS														
E		SECTION 01780 - CLOSEOUT AND SUBMITTAL REQUIREMENTS														
D																
C																
B																
A		A1	PROJECT FINISH-OUT SPECIFICATIONS													
		NO SCALE														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15



916 BRYAN AVENUE, SUITE 104  
FORT WORTH, TX 76104

WWW.URBANBOBCAT.COM  
817.602.9263 | 817.602.9129



04.14.17

FIRE HALL UPPER FLOOR

4004 MERRETT DR.

LAKE WORTH, TX 76135

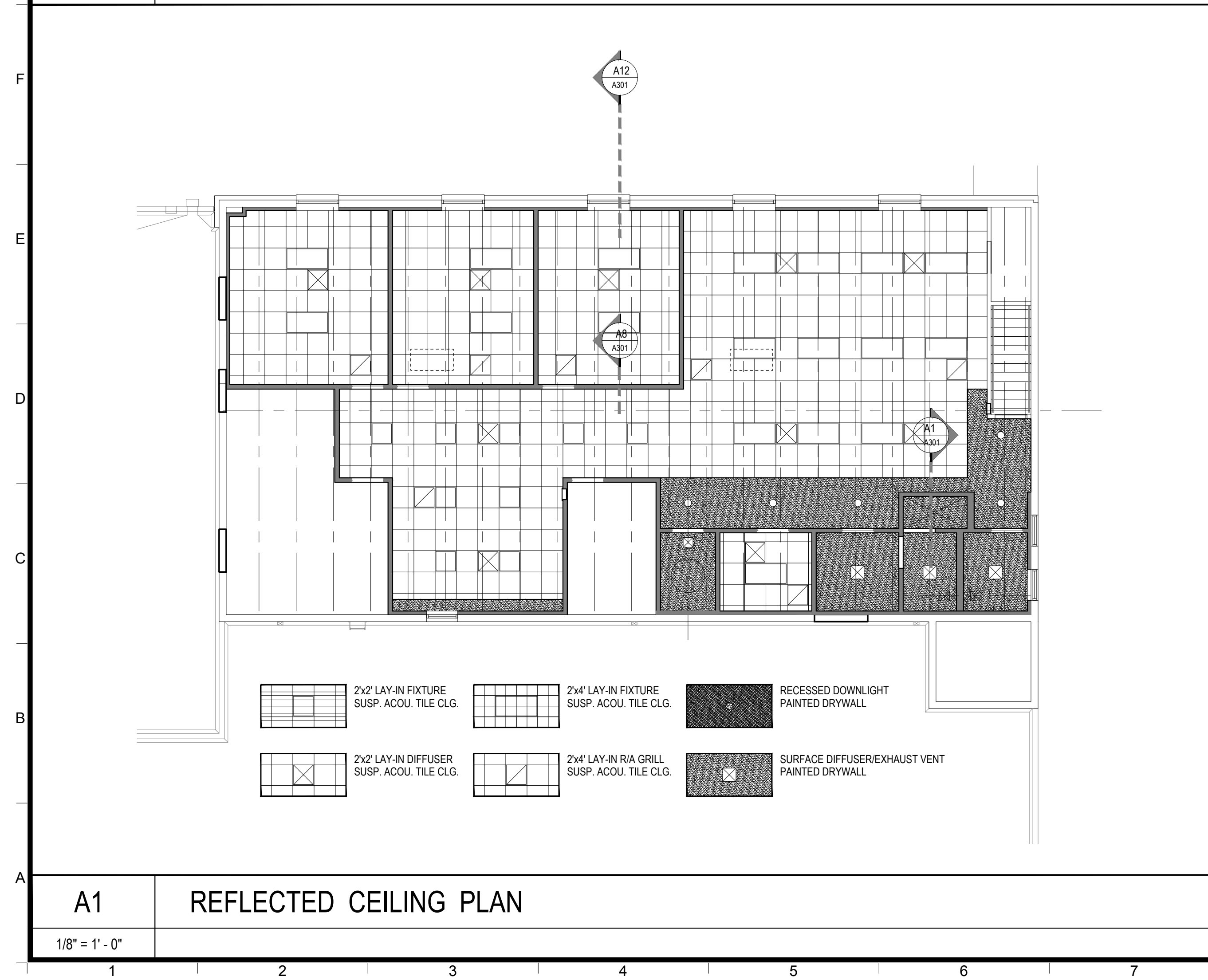
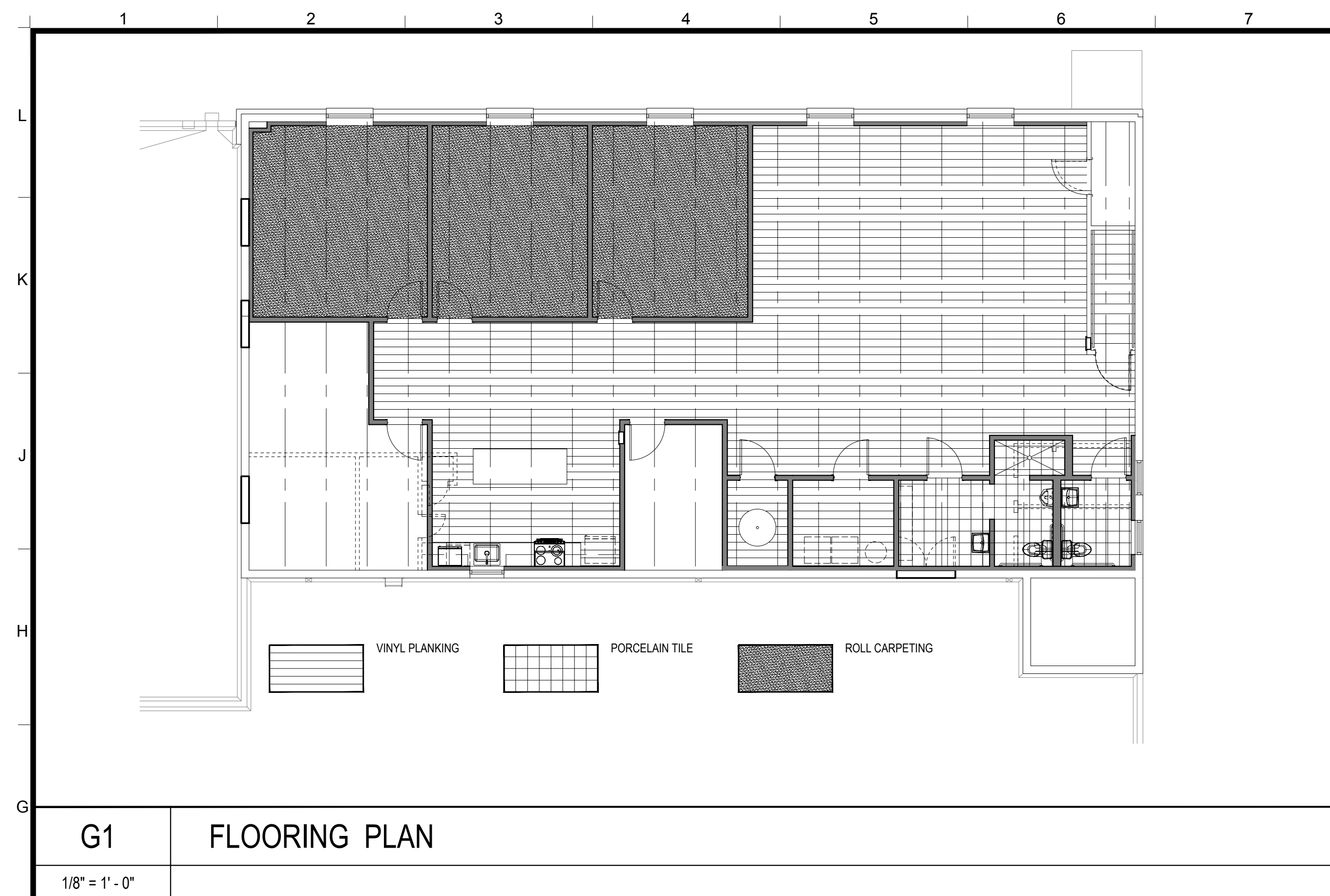
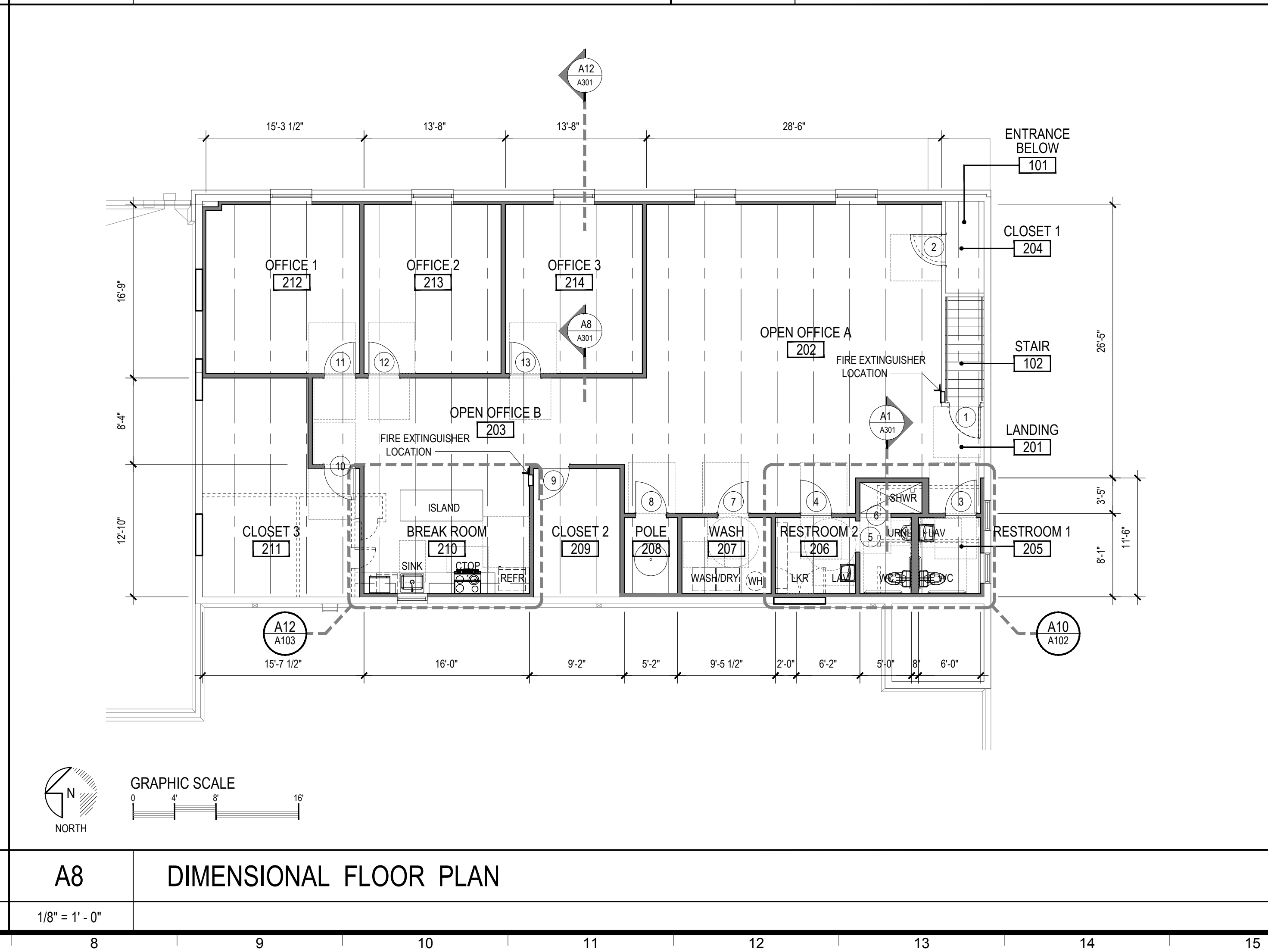
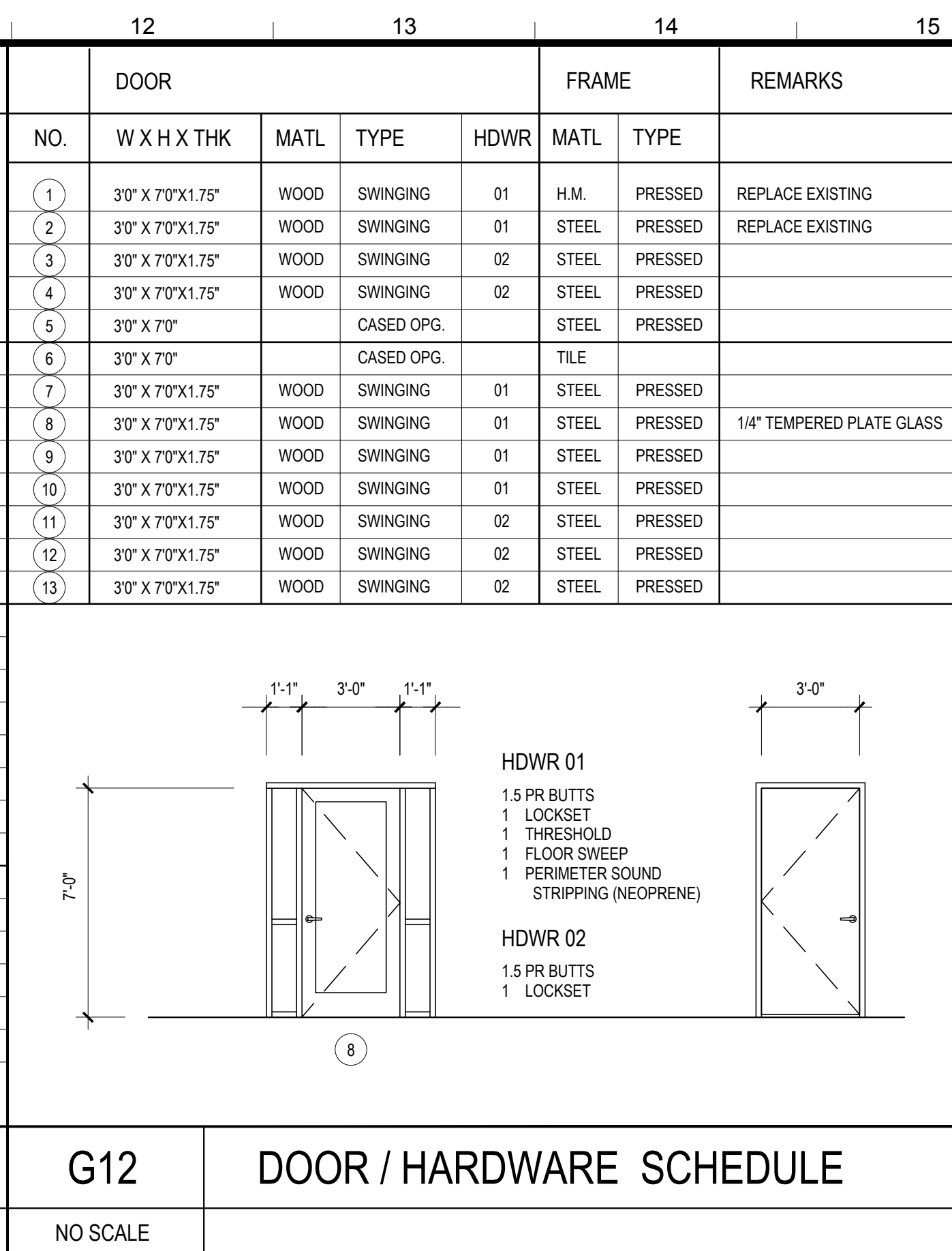
JOB NUMBER: 17-207.01


ISSUE BLOCK	
90% CONSTRUCTION DOCS	04.05.17
100% CONSTRUCTION DOCS	04.14.17

04.14.17

G002

SHT 1 of 2

[illegible]




**urban bobcat**  
ARCHITECTS

916 BRYAN AVENUE, SUITE 104  
FORT WORTH, TX 76104

WWW.URBANBOBCAT.COM  
817.602.9263 | 817.602.9129

---



04.14.17

*James R. Nader*

---

FIRE HALL UPPER FLOOR

4004 MERRETT DR.

LAKE WORTH, TX 76135

JOB NUMBER: 17-207 01

---

ISSUE BLOCK	
90% CONSTRUCTION DOCS	04.05.17
100% CONSTRUCTION DOCS	04.14.17

---

04.14.17

---

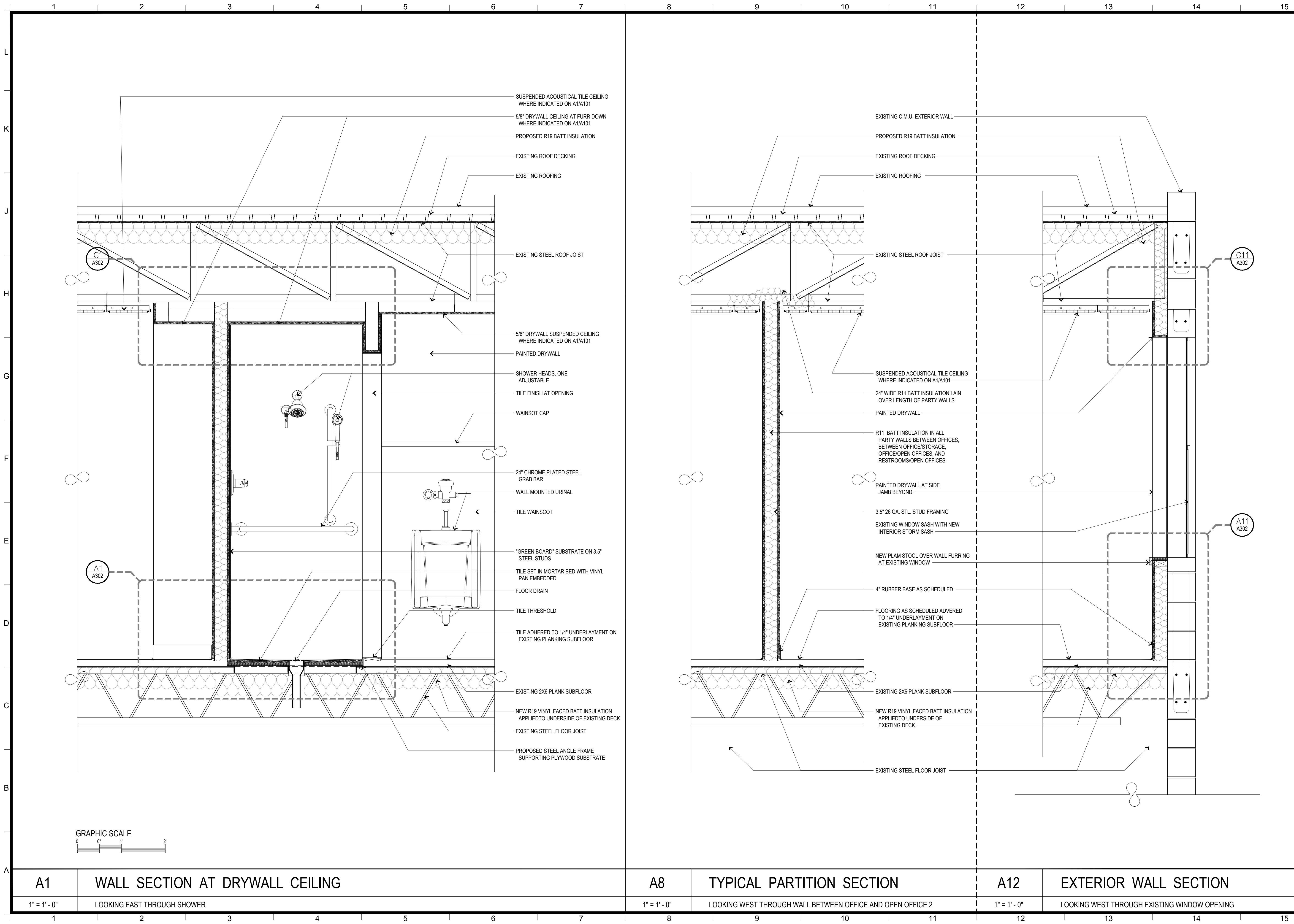
A101

SHT 1 of 3





<div><div><div>1</div><div>EXISTING WINDOW TO REMAIN WITH NEW INTERIOR STORM SASH</div></div><div><div>2</div><div>LAMINATE DOOR/DRAWER FACE WITH VINYL INSERT EDGING</div></div><div><div>3</div><div>LAMINATE CABINET BODY</div></div><div><div>4</div><div>LAMINATE SIDE SPLASH</div></div><div><div>5</div><div>FULL LAMINATE BACK SPLASH</div></div><div><div>6</div><div>LAMINATE COUNTERTOP</div></div><div><div>7</div><div>UNDER CABINET LIGHTING</div></div><div><div>8</div><div>REMOVABLE ACCESS PANEL</div></div><div><div>9</div><div>VINYL RESILIENT FLOORING</div></div><div><div>10</div><div>RUBBER BASE</div></div><div><div>11</div><div>PAINTED DRYWALL SURFACE</div></div><div><div>12</div><div>SUSPENDED ACOUSTICAL TILE CEILING</div></div><div><div>13</div><div>SINGLE COMPARTMENT SINK</div></div><div><div>14</div><div>DISHWASHER UNIT</div></div><div><div>15</div><div>NOT USED</div></div><div><div>16</div><div>30" ELECTRIC DROP-IN RANGE/OVEN</div></div><div><div>17</div><div>REFRIGERATOR BY OTHERS</div></div><div><div>18</div><div>MILLWORK BEYOND</div></div><div><div>19</div><div>ADJUSTABLE LAMINATE SHELVING</div></div><div><div>20</div><div>KNEE SPACE</div></div><div><div>21</div><div>30"x48" CLEAR SPACE</div></div><div><div>22</div><div>54"x60" CLEAR SPACE</div></div><div><div>23</div><div>UPPER CABINETRY ABOVE</div></div><div><div>24</div><div>STOREFRONT ALUMINUM FRAME (MATCH EXISTING)</div></div><div><div>25</div><div>0.25" THK. TEMPERED PLATE GLASS WITH 12"Wx3'H OPENING</div></div><div><div>26</div><div>LAMINATE COUNTER (MATCH EXISTING)</div></div><div><div>27</div><div>EXISTING ELECTRIC DEVICE</div></div><div><div>28</div><div>COUNTERTOP MICROWAVE (BY OWNER)</div></div><div><div>29</div><div>MICROWAVE/VENT COMBINATION UNIT</div></div><div><div>30</div><div></div></div><div><div>31</div><div></div></div><div><div>32</div><div></div></div><div><div>33</div><div></div></div></div>							<div><div><div>24</div><div>27</div><div>EXISTING</div></div><div><div>25</div><div>26</div><div>27</div><div>EXISTING</div></div><div><div>11</div><div>EXISTING</div></div><div><div>10</div><div>EXISTING</div></div></div>							<div><div><div>124</div><div>CORRIDOR</div></div><div><div>121</div><div>E.M.O.</div></div><div><div>119</div><div>OFFICE</div></div><div><div>120</div><div>LOBBY</div></div><div><div>100</div><div>PORCH</div></div><div><div>1</div><div>EXISTING</div></div><div><div>24</div><div>25</div><div>21</div><div>26</div></div><div><div>GRAPHIC SCALE</div><div>0</div><div>2</div><div>4</div><div>8</div></div><div><div>N</div><div>NORTH</div></div></div>							<div><div><div>urban bobcat ARCHITECTS</div><div>916 BRYAN AVENUE, SUITE 104 FORT WORTH, TX 76104</div><div>WWW.URBANBOBCAT.COM 817.692.9243   817.692.9129</div></div><div><div>REGISTERED ARCHITECT</div><div>JAMES R. NICHOLS</div><div>6575</div><div>STATE OF TEXAS</div><div>04.14.17</div></div></div> <div><div>FIRE HALL UPPER FLOOR</div><div>4004 MERRETT DR.</div><div>LAKE WORTH, TX 76135</div><div>JOB NUMBER: 17-207 01</div></div> <div><div>04.14.17</div><div>A103</div><div>SHT 3 of 3</div></div>						
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--



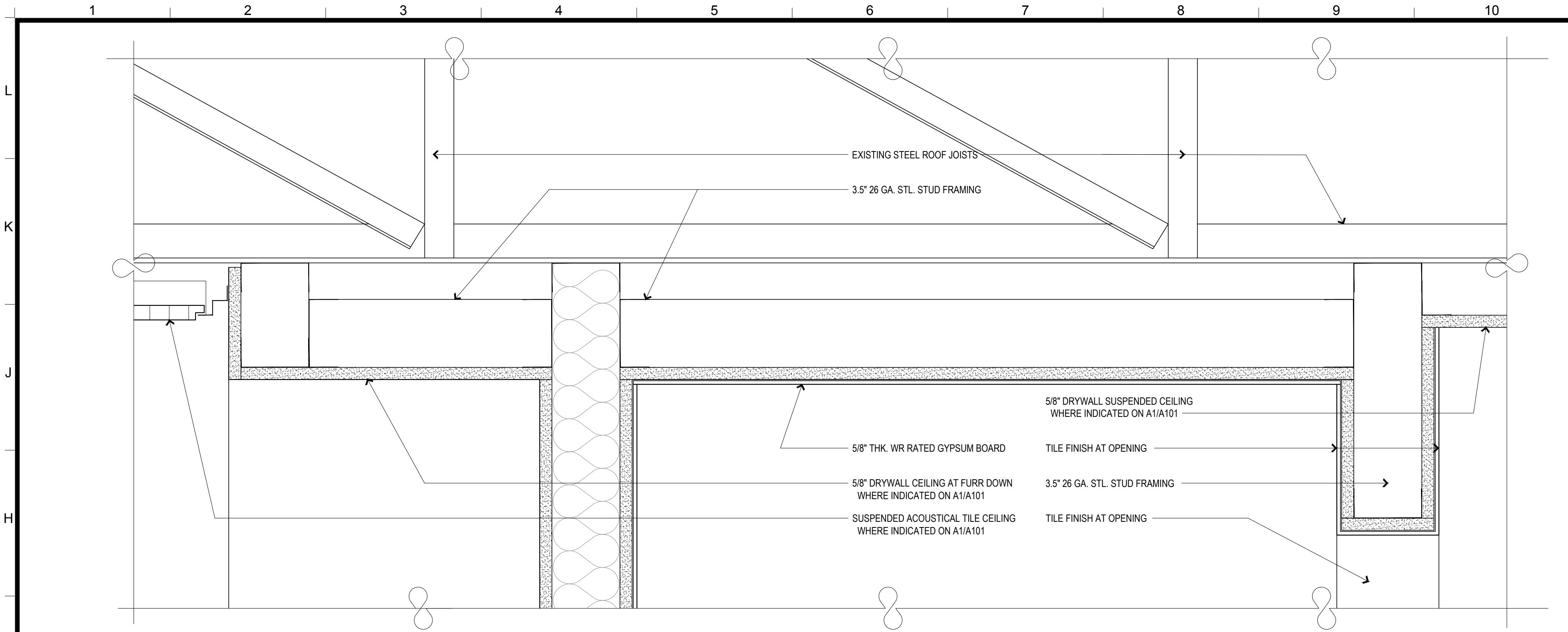
**FIRE HALL UPPER FLOOR**  
**4004 MERRETT DR.**  
**LAKE WORTH, TX 76135**

JOB NUMBER: 17-207.01

ISSUE BLOCK	
90% CONSTRUCTION DOCS	04.05.17
100% CONSTRUCTION DOCS	04.14.17

04.14.17

**A301**

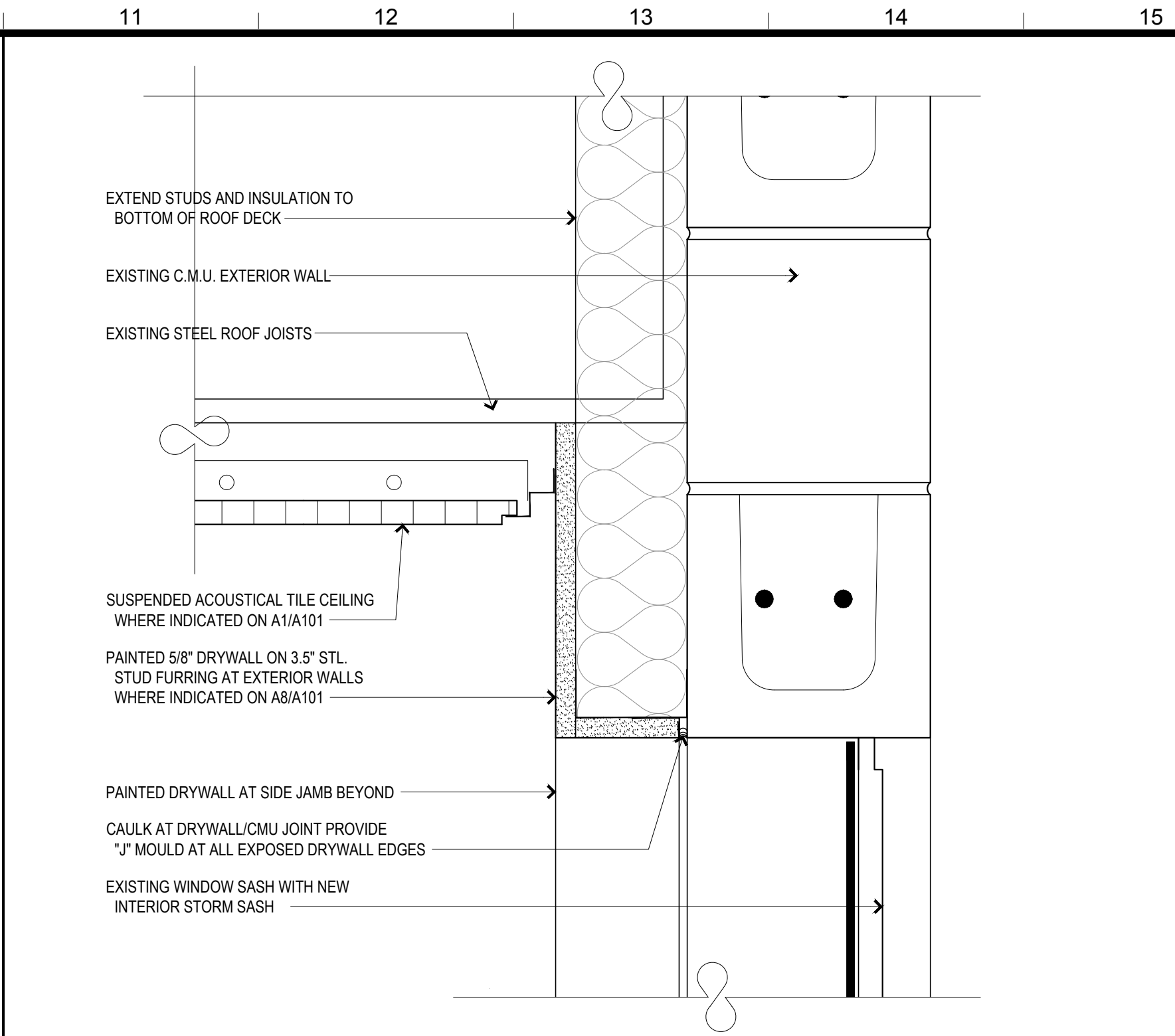


A1

DRYWALL CEILING SECTION

3" = 1' - 0"

LOOKING EAST THROUGH REST ROOM 2 SHOWER

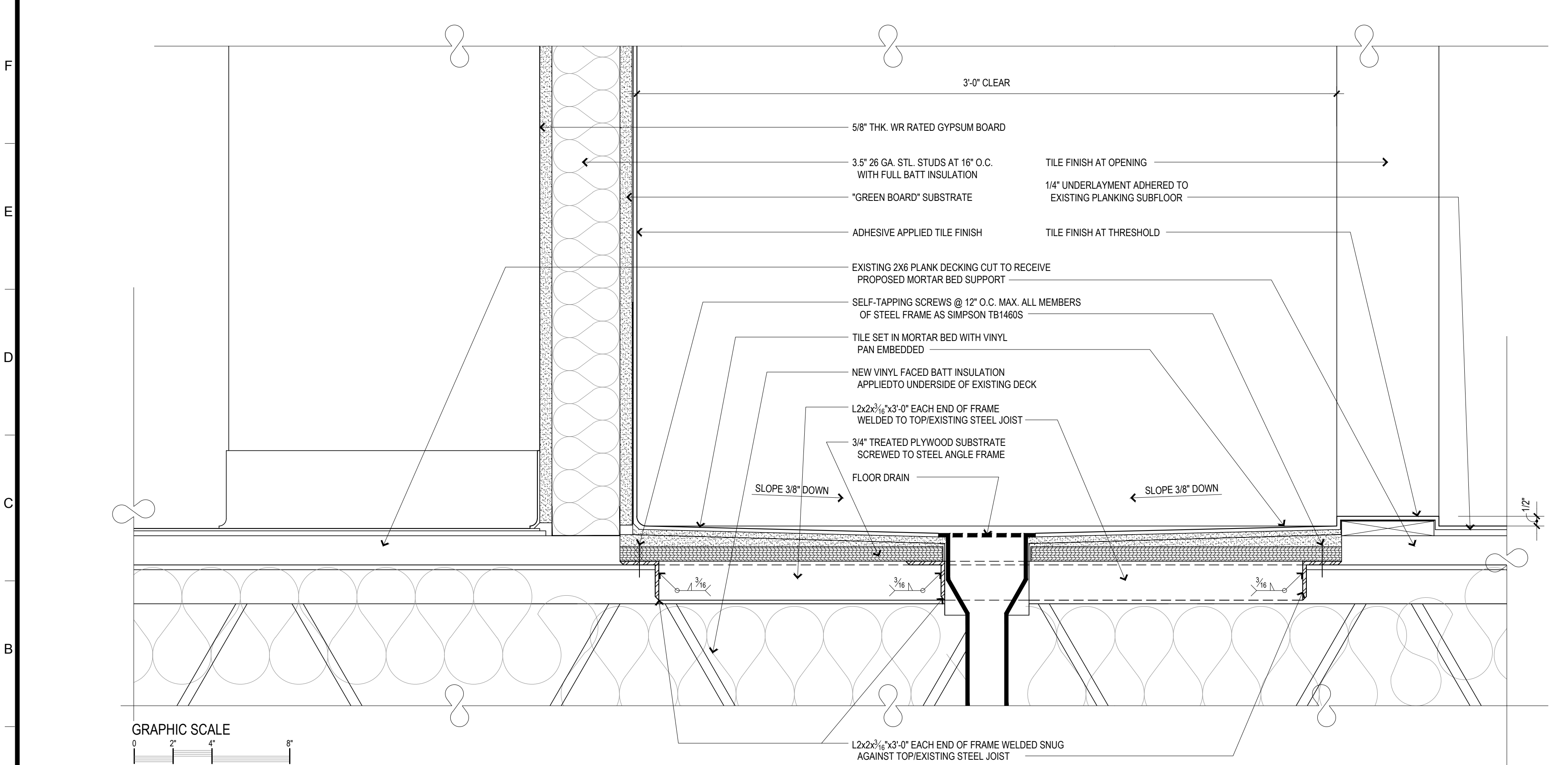


A11

WINDOW HEAD SECTION

3" = 1' - 0"

LOOKING WEST THROUGH EXTERIOR WALL

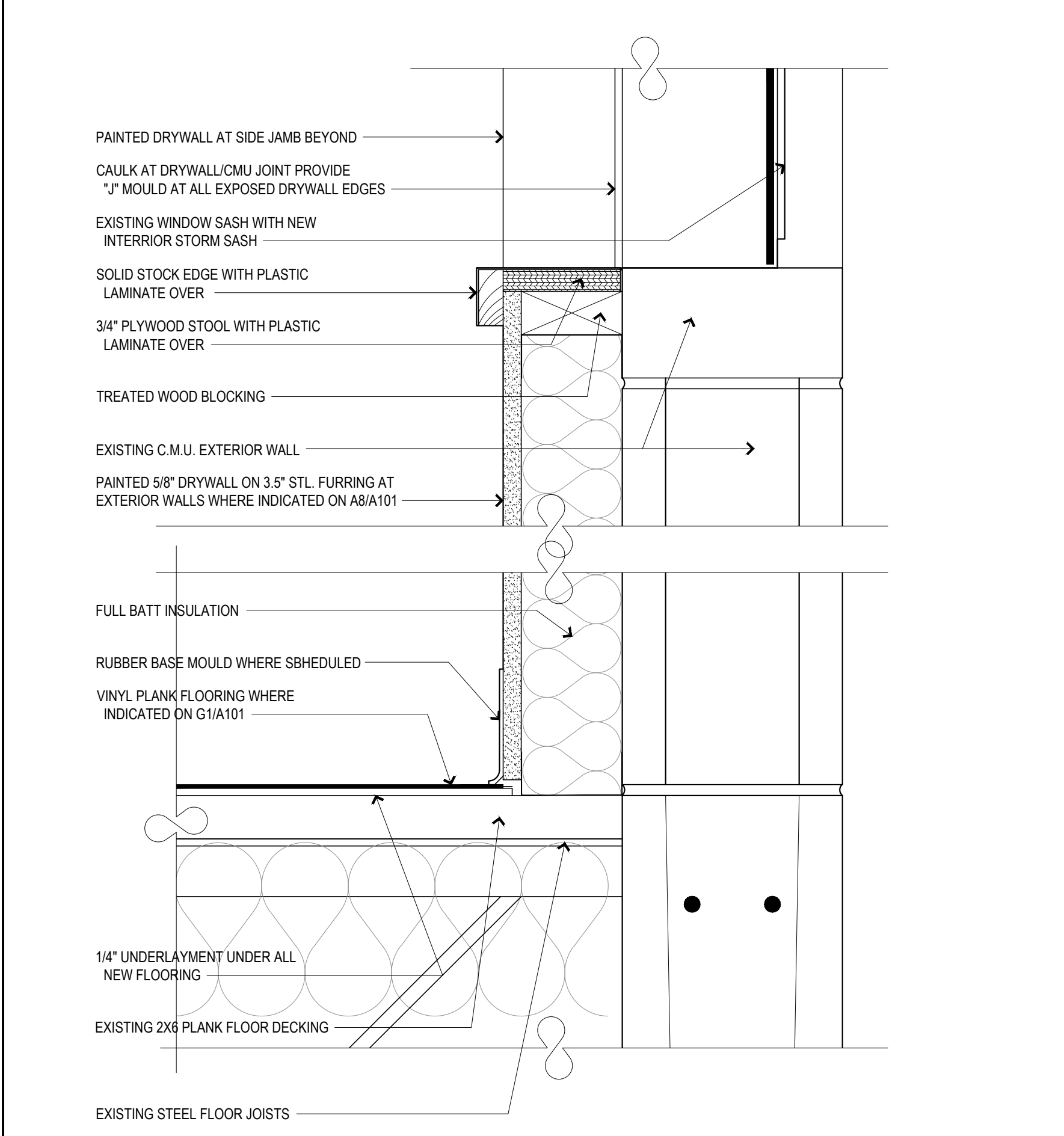


A1

SHOWER FLOOR SECTION

3" = 1' - 0"

LOOKING EAST THROUGH REST ROOM 2 SHOWER STALL

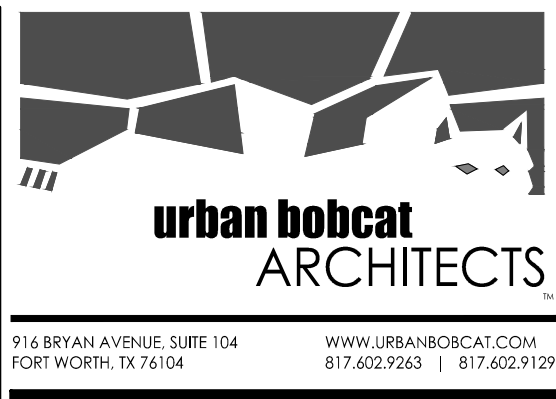


A12

WINDOW STOOL SECTION

3" = 1' - 0"

LOOKING WEST THROUGH EXTERIOR WALL



FIRE HALL UPPER FLOOR  
4004 MERRETT DR.  
LAKE WORTH, TX 76135

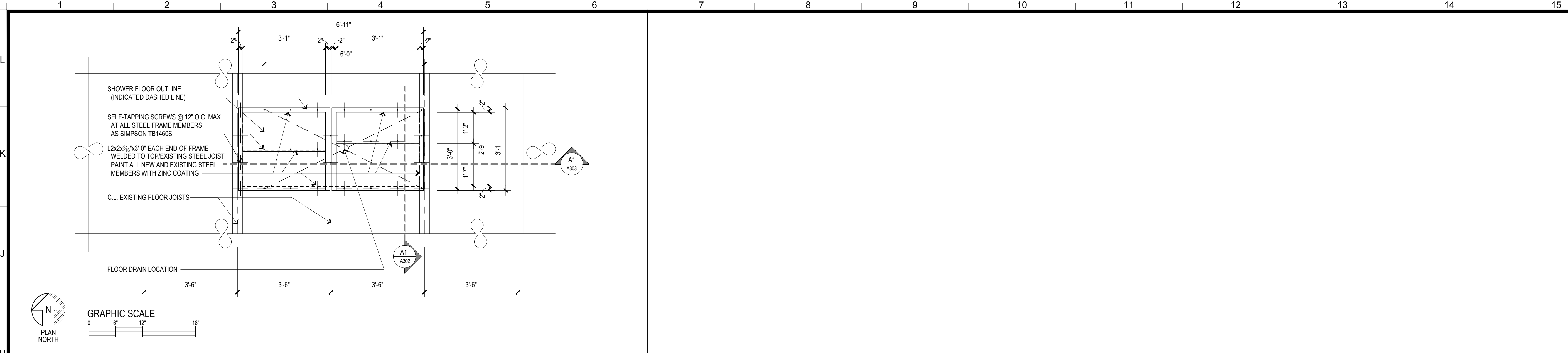
JOB NUMBER: 17-207.01

ISSUE BLOCK		
90% CONSTRUCTION DOCS	04.05.17	
100% CONSTRUCTION DOCS	04.14.17	

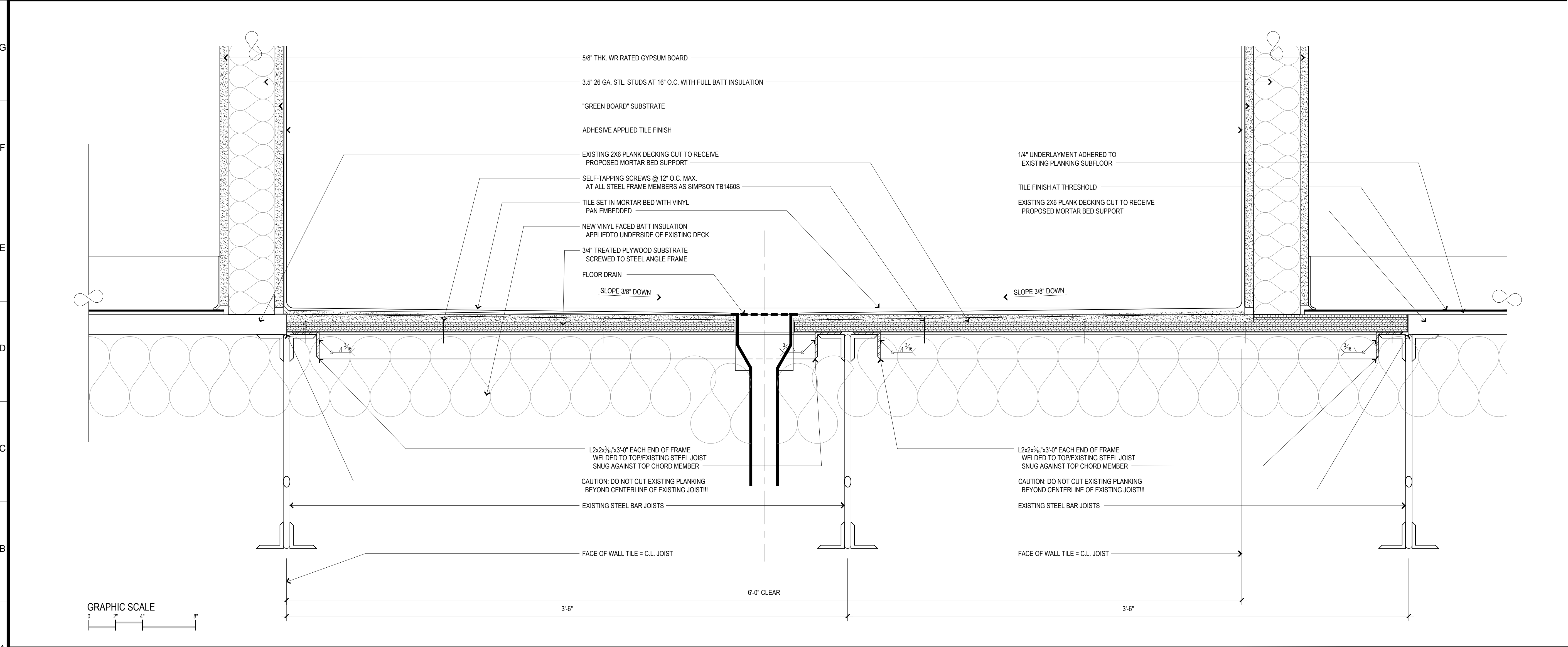
04.14.17

A302

SHT 2 of 3



H1	SHOWER FRAMING PLAN DETAIL	H7	RESERVED
1/2" = 1' - 0"	SHOWING EXISTING FLOOR JOISTS, NEW FRAMING AND PLYWOOD SUBSTRATE	NO SCALE	



A1	SHOWER FLOOR SECTION		
3" = 1' - 0"	LOOKING SOUTH THROUGH REST ROOM 2 SHOWER STALL		



916 BRYAN AVENUE, SUITE 104  
FORT WORTH, TX 76104

WWW.URBANBOBCAT.COM  
817.602.9263 | 817.602.9129



04.14.17

FIRE HALL UPPER FLOOR  
4004 MERRETT DR.  
LAKE WORTH, TX 76135

JOB NUMBER: 17-207.01

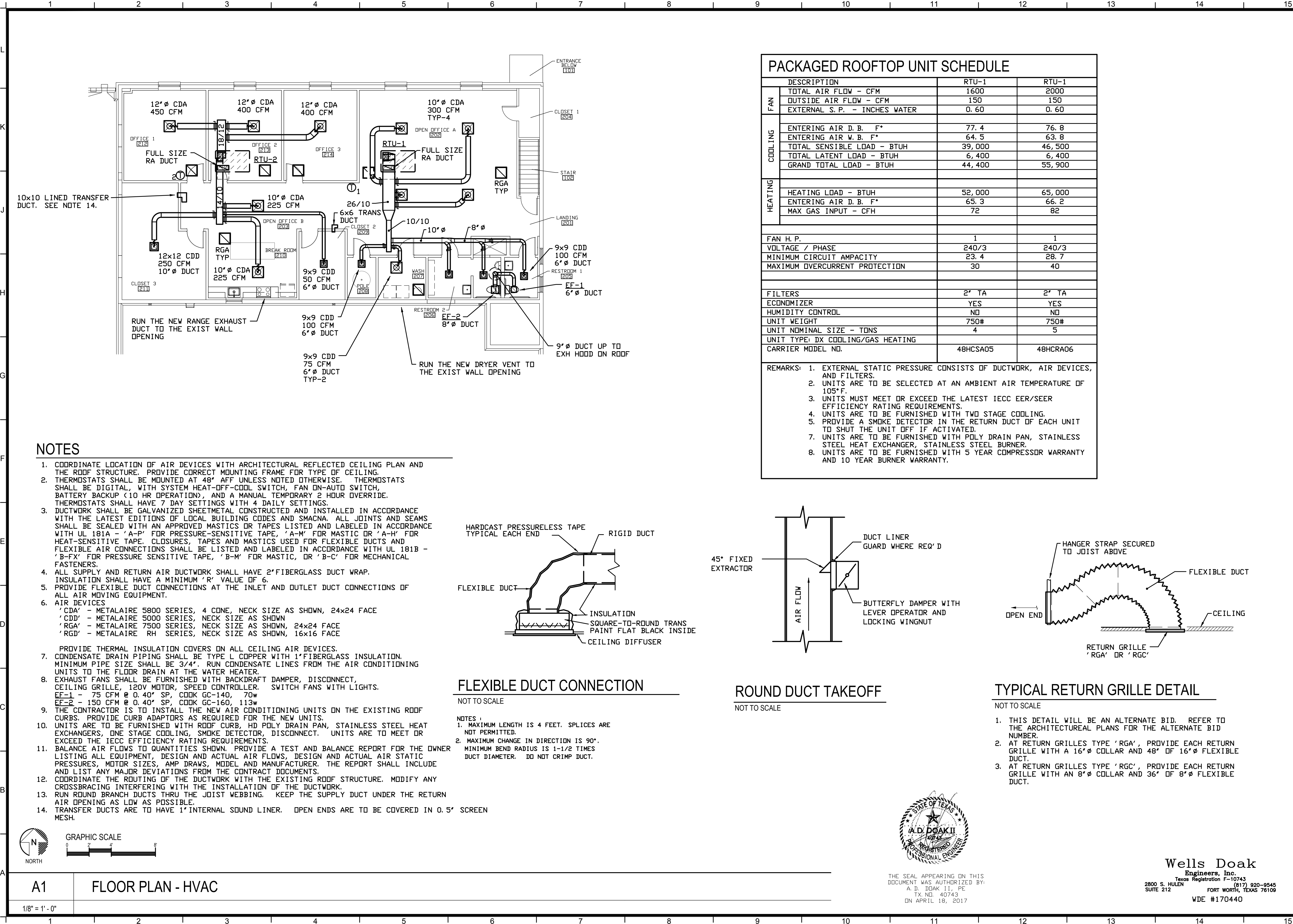
ISSUE BLOCK	
90% CONSTRUCTION DOCS	04.05.17
100% CONSTRUCTION DOCS	04.14.17

04.14.17

A303

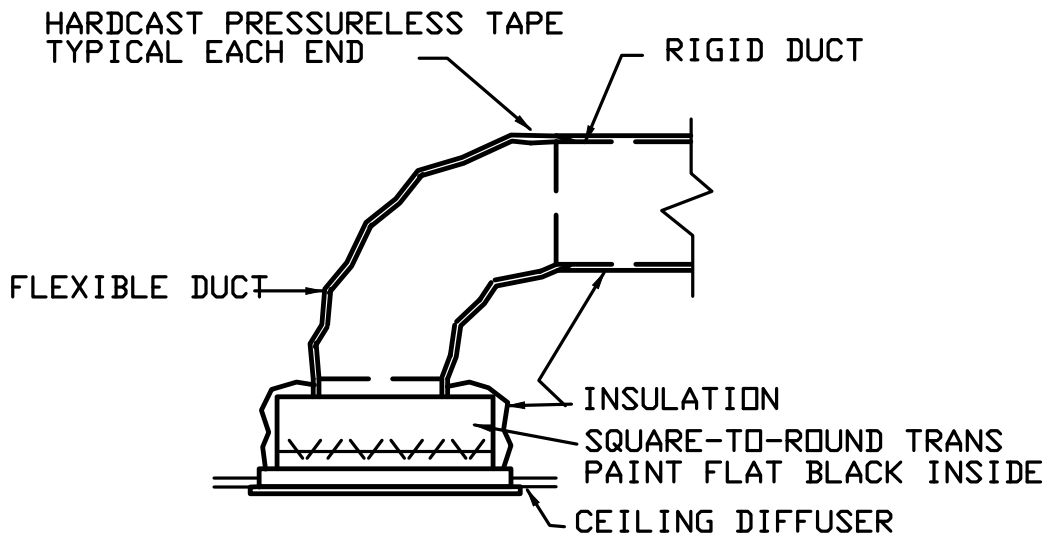
SHT 2 of 3





NOTES

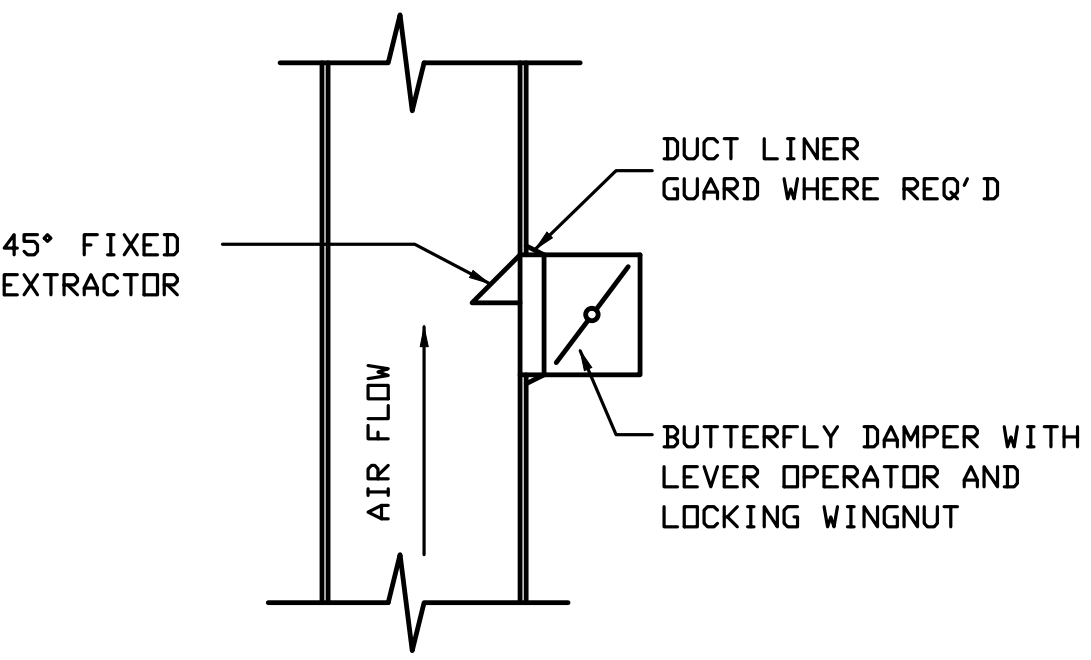
- 1. COORDINATE LOCATION OF AIR DEVICES WITH ARCHITECTURAL REFLECTED CEILING PLAN AND THE ROOF STRUCTURE. PROVIDE CORRECT MOUNTING FRAME FOR TYPE OF CEILING.
- 2. THERMOSTATS SHALL BE MOUNTED AT 48" AFF UNLESS NOTED OTHERWISE. THERMOSTATS SHALL BE DIGITAL, WITH SYSTEM HEAT-OFF-COOL SWITCH, FAN ON-AUTO SWITCH, BATTERY BACKUP (10 HR OPERATION), AND A MANUAL TEMPORARY 2 HOUR OVERRIDE. THERMOSTATS SHALL HAVE 7 DAY SETTINGS WITH 4 DAILY SETTINGS.
- 3. DUCTWORK SHALL BE GALVANIZED SHEETMETAL CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF LOCAL BUILDING CODES AND SMACNA. ALL JOINTS AND SEAMS SHALL BE SEALED WITH AN APPROVED MASTICS OR TAPES LISTED AND LABELED IN ACCORDANCE WITH UL 181A - 'A-P' FOR PRESSURE-SENSITIVE TAPE, 'A-M' FOR MASTIC OR 'A-H' FOR HEAT-SENSITIVE TAPE. CLOSURES, TAPES AND MASTICS USED FOR FLEXIBLE DUCTS AND FLEXIBLE AIR CONNECTIONS SHALL BE LISTED AND LABELED IN ACCORDANCE WITH UL 181B - 'B-FX' FOR PRESSURE SENSITIVE TAPE, 'B-M' FOR MASTIC, OR 'B-C' FOR MECHANICAL FASTENERS.
- 4. ALL SUPPLY AND RETURN AIR DUCTWORK SHALL HAVE 2" FIBERGLASS DUCT WRAP. INSULATION SHALL HAVE A MINIMUM 'R' VALUE OF 6.
- 5. PROVIDE FLEXIBLE DUCT CONNECTIONS AT THE INLET AND OUTLET DUCT CONNECTIONS OF ALL AIR MOVING EQUIPMENT.
- 6. AIR DEVICES
  - 'CDA' - METALAIR 5800 SERIES, 4 CONE, NECK SIZE AS SHOWN, 24x24 FACE
  - 'CDD' - METALAIR 5000 SERIES, NECK SIZE AS SHOWN
  - 'RGA' - METALAIR 7500 SERIES, NECK SIZE AS SHOWN, 24x24 FACE
  - 'RGD' - METALAIR RH SERIES, NECK SIZE AS SHOWN, 16x16 FACE
- 7. PROVIDE THERMAL INSULATION COVERS ON ALL CEILING AIR DEVICES. CONDENSATE DRAIN PIPING SHALL BE TYPE L COPPER WITH 1" FIBERGLASS INSULATION. MINIMUM PIPE SIZE SHALL BE 3/4". RUN CONDENSATE LINES FROM THE AIR CONDITIONING UNITS TO THE FLOOR DRAIN AT THE WATER HEATER.
- 8. EXHAUST FANS SHALL BE FURNISHED WITH BACKDRAFT DAMPER, DISCONNECT, CEILING GRILLE, 120V MOTOR, SPEED CONTROLLER. SWITCH FANS WITH LIGHTS.
  - EF-1 - 75 CFM @ 0.40" SP, CDDK GC-140, 70w
  - EF-2 - 150 CFM @ 0.40" SP, CDDK GC-160, 113w
- 9. THE CONTRACTOR IS TO INSTALL THE NEW AIR CONDITIONING UNITS ON THE EXISTING ROOF CURBS. PROVIDE CURB ADAPTORS AS REQUIRED FOR THE NEW UNITS.
- 10. UNITS ARE TO BE FURNISHED WITH ROOF CURB, HD POLY DRAIN PAN, STAINLESS STEEL HEAT EXCHANGERS, ONE STAGE COOLING, SMOKE DETECTOR, DISCONNECT. UNITS ARE TO MEET OR EXCEED THE IECC EFFICIENCY RATING REQUIREMENTS.
- 11. BALANCE AIR FLOWS TO QUANTITIES SHOWN. PROVIDE A TEST AND BALANCE REPORT FOR THE OWNER LISTING ALL EQUIPMENT, DESIGN AND ACTUAL AIR FLOWS, DESIGN AND ACTUAL AIR STATIC PRESSURES, MOTOR SIZES, AMP DRAWS, MODEL AND MANUFACTURER. THE REPORT SHALL INCLUDE AND LIST ANY MAJOR DEVIATIONS FROM THE CONTRACT DOCUMENTS.
- 12. COORDINATE THE ROUTING OF THE DUCTWORK WITH THE EXISTING ROOF STRUCTURE. MODIFY ANY CROSSBRACING INTERFERING WITH THE INSTALLATION OF THE DUCTWORK.
- 13. RUN ROUND BRANCH DUCTS THRU THE JOIST WEBBING. KEEP THE SUPPLY DUCT UNDER THE RETURN AIR OPENING AS LOW AS POSSIBLE.
- 14. TRANSFER DUCTS ARE TO HAVE 1" INTERNAL SOUND LINER. OPEN ENDS ARE TO BE COVERED IN 0.5' SCREEN MESH.



FLEXIBLE DUCT CONNECTION

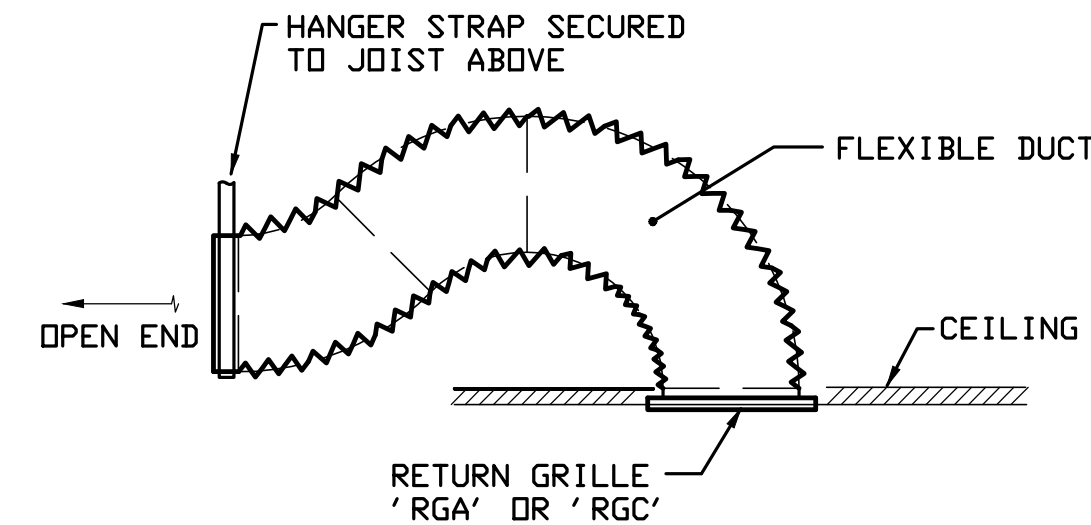
NOT TO SCALE

- NOTES:
- 1. MAXIMUM LENGTH IS 4 FEET. SPLICES ARE NOT PERMITTED.
  - 2. MAXIMUM CHANGE IN DIRECTION IS 90°. MINIMUM BEND RADIUS IS 1-1/2 TIMES DUCT DIAMETER. DO NOT CRIMP DUCT.



ROUND DUCT TAKEOFF

NOT TO SCALE



TYPICAL RETURN GRILLE DETAIL

NOT TO SCALE

- 1. THIS DETAIL WILL BE AN ALTERNATE BID. REFER TO THE ARCHITECTURAL PLANS FOR THE ALTERNATE BID NUMBER.
- 2. AT RETURN GRILLES TYPE 'RGA', PROVIDE EACH RETURN GRILLE WITH A 16" Ø COLLAR AND 48" OF 16" Ø FLEXIBLE DUCT.
- 3. AT RETURN GRILLES TYPE 'RGC', PROVIDE EACH RETURN GRILLE WITH AN 8" Ø COLLAR AND 36" OF 8" Ø FLEXIBLE DUCT.

PACKAGED ROOFTOP UNIT SCHEDULE

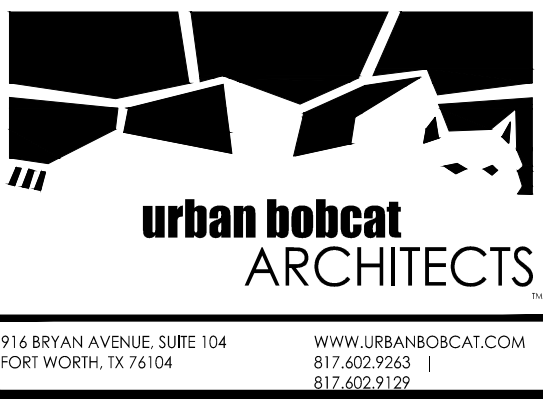
FAN	DESCRIPTION	RTU-1	RTU-1
	TOTAL AIR FLOW - CFM	1600	2000
	OUTSIDE AIR FLOW - CFM	150	150
COOLING	EXTERNAL S. P. - INCHES WATER	0.60	0.60
	ENTERING AIR D.B. F°	77.4	76.8
	ENTERING AIR W.B. F°	64.5	63.8
HEATING	TOTAL SENSIBLE LOAD - BTUH	39,000	46,500
	TOTAL LATENT LOAD - BTUH	6,400	6,400
	GRAND TOTAL LOAD - BTUH	44,400	55,900
HEATING	HEATING LOAD - BTUH	52,000	65,000
	ENTERING AIR D.B. F°	65.3	66.2
	MAX GAS INPUT - CFH	72	82

FAN H.P.	1	1
VOLTAGE / PHASE	240/3	240/3
MINIMUM CIRCUIT AMPACITY	23.4	28.7
MAXIMUM OVERCURRENT PROTECTION	30	40

FILTERS	2" TA	2" TA
ECONOMIZER	YES	YES
HUMIDITY CONTROL	NO	NO
UNIT WEIGHT	750#	750#
UNIT NOMINAL SIZE - TONS	4	5
UNIT TYPE: DX COOLING/GAS HEATING		
CARRIER MODEL NO.	48HCSA05	48HCRA06

REMARKS:

- 1. EXTERNAL STATIC PRESSURE CONSISTS OF DUCTWORK, AIR DEVICES, AND FILTERS.
- 2. UNITS ARE TO BE SELECTED AT AN AMBIENT AIR TEMPERATURE OF 105°F.
- 3. UNITS MUST MEET OR EXCEED THE LATEST IECC EER/SEER EFFICIENCY RATING REQUIREMENTS.
- 4. UNITS ARE TO BE FURNISHED WITH TWO STAGE COOLING.
- 5. PROVIDE A SMOKE DETECTOR IN THE RETURN DUCT OF EACH UNIT TO SHUT THE UNIT OFF IF ACTIVATED.
- 7. UNITS ARE TO BE FURNISHED WITH POLY DRAIN PAN, STAINLESS STEEL HEAT EXCHANGER, STAINLESS STEEL BURNER.
- 8. UNITS ARE TO BE FURNISHED WITH 5 YEAR COMPRESSOR WARRANTY AND 10 YEAR BURNER WARRANTY.



FIRE HALL UPPER FLOOR  
4004 MERRETT DR.  
LAKE WORTH, TX 76135

JOB NUMBER: 17-207.01

ISSUE BLOCK	

04.18.17



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY:  
A. D. DOAK II, PE  
TX. NO. 40743  
ON APRIL 18, 2017

Wells Doak  
Engineers, Inc.  
Texas Registration F-10743  
2800 S. HULEN  
SUITE 212 FORT WORTH, TEXAS 76109  
WDE #170440

M101

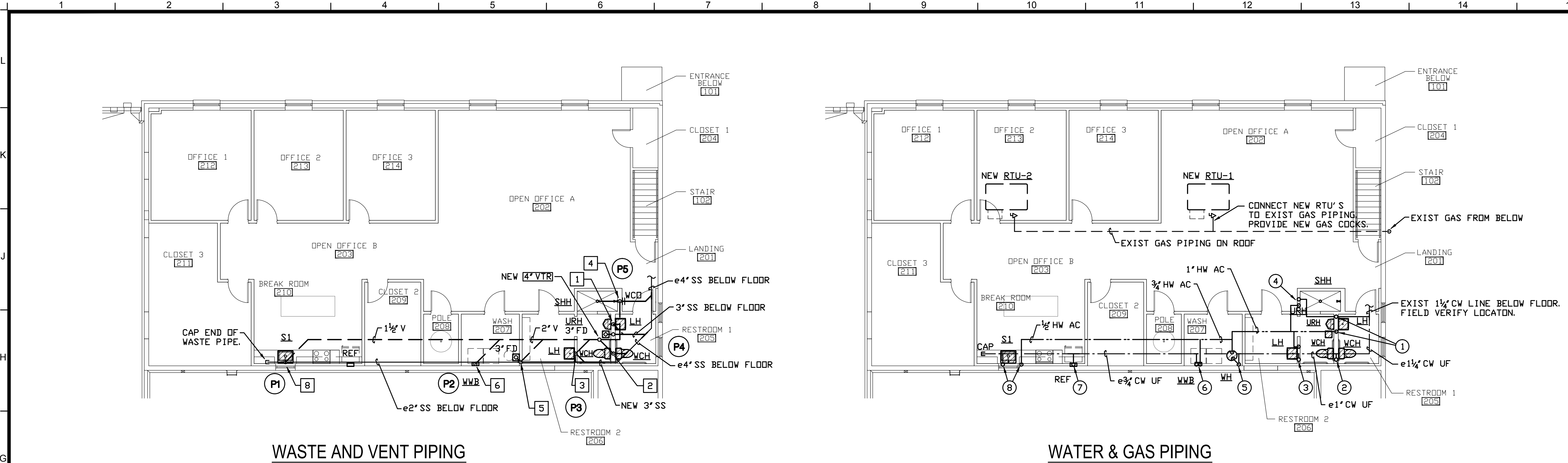
SHT X of X

A1

FLOOR PLAN - HVAC

1/8" = 1' - 0"



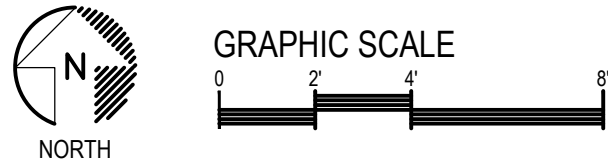


WASTE AND VENT NOTES BY SYMBOL

- 1 3" SS, 2" V FROM URN, LH, 3" FD
- 2 3" SS, 2" V FROM TWO WCH
- 3 2" SS, 1 1/2" V FROM LH
- 4 2" SS, 1 1/2" V FROM SHOWER DRAIN
- 5 3" SS, 1 1/2" V FROM 3" FD
- 6 2" SS, 1 1/2" V FROM WASHER BOX
- 7 NOT USED
- 8 2" SS, 1 1/2" V FROM S2, CONNECT 2" SS TO EXIST PIPE IN WALL, OFFSET VENT LINE UNDER SINK AND RISE TO ABOVE CEILING.

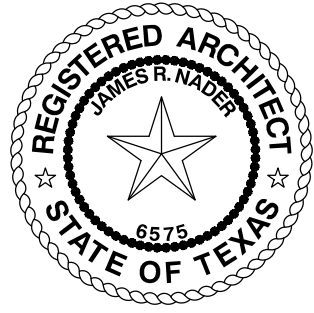
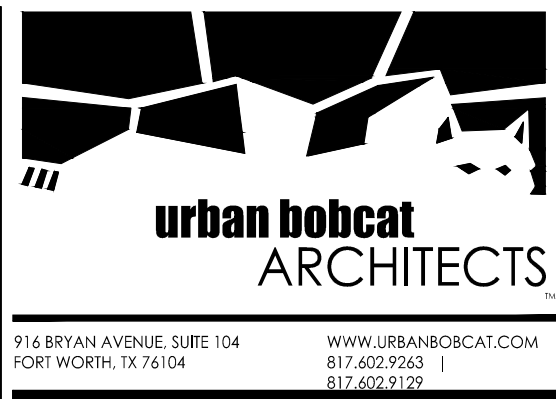
WATER NOTES BY SYMBOL

- 1 1 1/4" CW UP FROM BELOW W/ 1" TO URH AND 1/2" TO LH, 1/2" HW DOWN TO IMV AT LH - RUN 1/2" TW FROM IMV TO LH, RUN TRAP SEAL PRIMER FROM LH TO FLOOR DRAIN.
- 2 3/4" CW UP FROM BELOW W/ 1/2" TO EACH WCH
- 3 1/2" CW UP FROM BELOW TO LH & IMV, 1/2" HW DOWN FROM ABOVE TO IMV, RUN 1/2" TW TO LH, RUN TRAP SEAL PRIMER FROM LH TO FLOOR DRAIN.
- 4 1/2" CW UP FROM BELOW TO SHOWER FAUCET & IMV, 1/2" HW DOWN FROM ABOVE TO IMV, RUN 1/2" TW TO SHOWER FAUCET, RUN 1/2" LINE FROM FAUCET TO SHOWER HEAD, LOCATE IMV OUTSIDE OF SHOWER.
- 5 1" CW UP FROM BELOW TO WATER HEATER, 1" HW UP FROM WATER HEATER TO ABOVE CEILING.
- 6 1/2" CW UP FROM BELOW & 1/2" HW DOWN FROM ABOVE TO WWB
- 7 1/2" CW UP FROM BELOW TO WALL BOX FOR REFRIGERATOR ICE MAKER.
- 8 1/2" CW UP FROM BELOW & 1/2" HW DOWN FROM ABOVE TO S2, OFFSET HOT WATER & RUN UNDER WINDOW TO SINK.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY:  
A. D. DOAK II, PE  
TX. NO. 40743  
ON APRIL 18, 2017

**Wells Doak**  
Engineers, Inc.  
Texas Registration F-10743  
2800 S. HULEN SUITE 212 FORT WORTH, TEXAS 76109  
WDE #170440



FIRE HALL UPPER FLOOR  
4004 MERRETT DR.  
LAKE WORTH, TX 76135

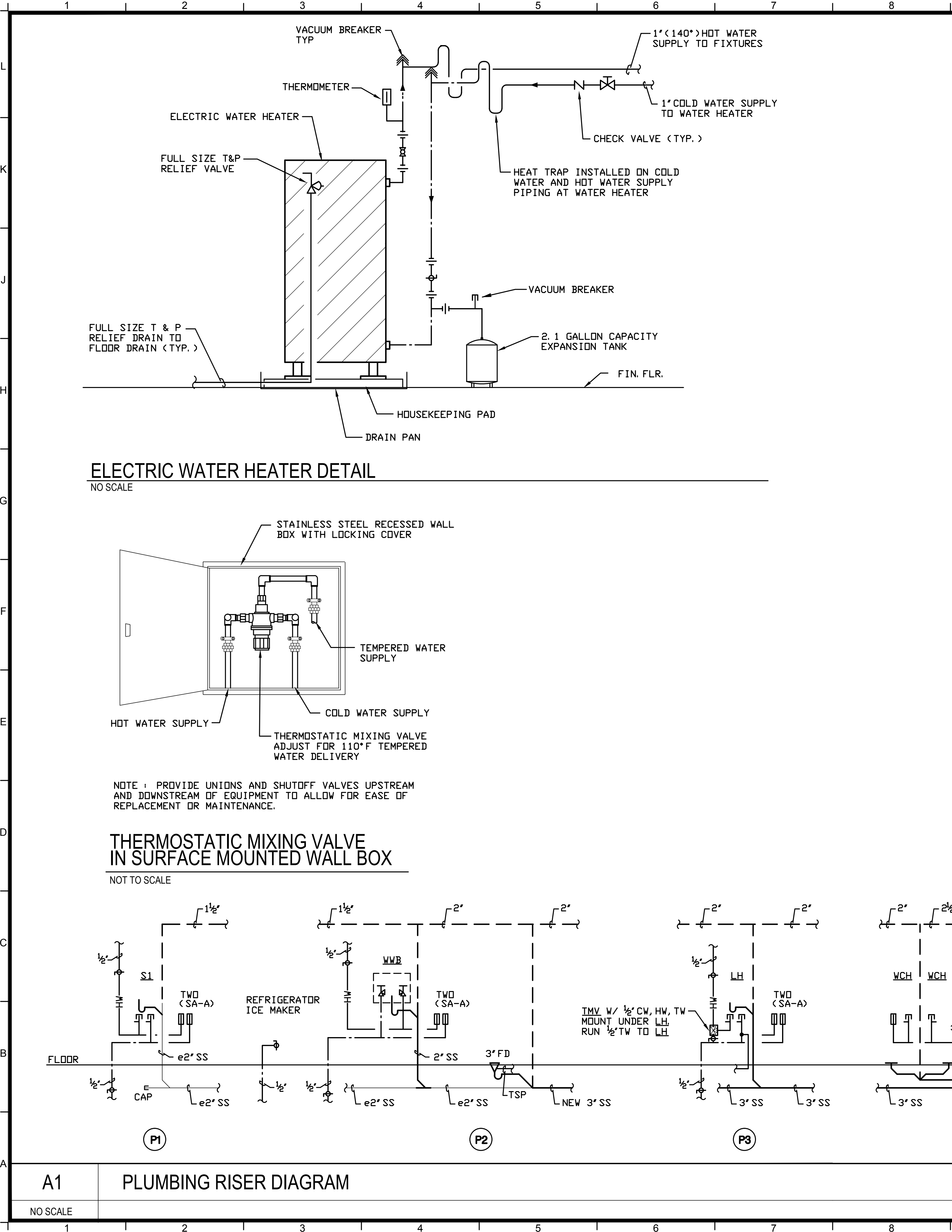
JOB NUMBER: 17-207.01

ISSUE BLOCK	

04.18.17

P101

1 of 2P



PLUMBING FIXTURE SCHEDULE

DESIGNATION	ROUGH-IN SIZES				
	CW	HW	W	V	
L/LH (CW, TW)	1/2"	1/2"	2"	1 1/2"	ACCESSIBLE WALL HUNG LAVATORY, WHITE VITREOUS CHINA, AMERICAN STANDARD MURRO 0954 WITH SHROUD, THREE HOLE FAUCET DRILL (4" CENTERS), 20-1/2" x 18-1/4", W/ MOEN COMMERCIAL TWO HANDLE FAUCET MODEL 8215, W/ AERATOR 0.5 GPM, W/ WRISTBLADE HANDLES, SOLID GRID STRAINER, SUPPLIES, STOPS, P-TRAP. PROVIDE THERMAL INSULATION TRUEBRD MODEL 102. REFER TO ARCH FOR MTD. HEIGHT.
WCH	1/2"	-	4"	2"	ACCESSIBLE FLOOR MOUNT. FLUSH TANK, WHITE V.C., 16-1/2" HIGH, SIPHON JET, AMERICAN STANDARD TOILET, MODEL 2467.100, PRESSURE ASSISTED, HIGH EFFICIENCY, 1.1 GPF, W/ BOLT CAPS, W/ CHURCH 295CT WHITE OPEN-FRONT SEAT LESS COVER. TRIP HANDLE MUST MEET TAS/ADA AND BE MOUNTED ON ACCESSIBLE SIDE OF TANK.
UR/URH	1"	-	4"	2"	WALL MOUNT HIGH EFFICIENCY URINAL, FLUSH VALVE, WHITE V. C., AMERICAN STANDARD 6590.005 W/ SLOAN ROYAL 186-0.5 MANUAL FLUSH VALVE, 0.5 GPF, 14" EXTENDED FRONT, HANDLE MUST MEET ADA AND BE MOUNTED ON ACCESSIBLE SIDE OF FIXTURE.
S1 (CW, HW)	1/2"	1/2"	2"	2"	SINGLE COMPARTMENT COUNTERTOP SINK, ELKAY 'LUSTERTONE' LR2219, SELF RIMMING, STAINLESS STEEL, 18 GAUGE, SATIN FINISH, FULLY UNDERCOATED 3 FAUCET HOLES. SINK DIMENSIONS 22"x19"x7-1/2", WITH MOEN COMMERCIAL GOOSENECK FAUCET MODEL #8248, W/ WRISTBLADE HANDLES ON 8" CENTERS, REMOVABLE BASKET STRAINER, SUPPLIES, STOPS, P-TRAP. PROVIDE THERMAL WRAP INSULATION PER ADA/TAS ON ALL EXPOSED PIPING UNDER SINK. REFER TO ARCH FOR EXACT LOCATION MOUNTING HEIGHT.
SHH (CW, TW) (ADA)	1/2"	1/2"	2"	2"	ADA ACCESSIBLE SHOWER ASSEMBLY, SYMMONS TEMTROL PACKAGED UNIT 96-500-B30-L-V WITH PRESSURE BALANCING VALVE WITH SINGLE BLADE LEVER HANDLE, INTEGRAL VOLUME CONTROL, AND ADJUSTABLE SCREW TO LIMIT HANDLE TURN. CLEAR-FLO SHOWERHEAD WITH ARM AND FLANGE. WALL/ HANDSPRAY, INLINE VACUUM BREAKER, FLEXIBLE METAL HOSE, WALL CONNECTION AND FLANGE, 30" SLIDE BAR FOR HANDSPRAY MOUNTING. PROVIDE 2" SHOWER DRAIN.
REFRIGERATOR ICE MAKER	1/2"	-	-	-	PROVIDE RECESSED WALL SUPPLY BOX WITH INTEGRAL WATER HAMMER ARRESTOR AND SHUTOFF VALVE WITH METAL LEVER HANDLE, SIOUX CHIEF 'OX BOX' OR APPROVED EQUAL. ROUTE 3/8" SOFT DRAWN COPPER TUBING FROM WALL SUPPLY BOX AND PROVIDE 3 FT OR COILED TUBING BEHIND THE REFRIGERATOR FITTINGS AS REQUIRED FOR FINAL CONNECTION TO REFRIGERATOR. PROVIDE IN-LINE, LINE-SIZED BACKFLOW PREVENTER PRIOR TO FINAL CONNECTION TO APPLIANCE.
WWB (CW, HW)	1/2"	1/2"	2"	2"	GUY GREY WALL WASHER BOX WITH 2" DISCHARGE OUTLET, CW, HW SUPPLIES W/ SHUTOFF VALVES W/ METAL LEVER HANDLES, HAMMER ARRESTORS AND BACKFLOW PREVENTION DEVICES. ENAMEL EPOXY FINISH.
WH (WASH RM)	1"	1"	-	-	COMMERCIAL ELECTRIC WATER HEATER, 30 GAL. STORAGE, 4.5 KW, 240V/1Ø, W/ 2.1 GAL. CAPACITY EXPANSION TANK. RUN T&P RELIEF VALVE TO FLOOR DRAIN. MODEL A. D. SMITH COMMERCIAL DEL-30, RECOVERY @ 100°F RISE 18 GPH.
TMV	1/2"	1/2"	-	-	THERMOSTATIC MIXING VALVE, LEONARD MODEL 270-LF, ASSE STANDARD 1070. SET DELIVERY TEMP. FOR 110 DEGREE F. TEMPERED WATER. MOUNT TMV IN ACCESSIBLE LOCATION UNDER SINK OR LAVATORY IN WALL BOX WITH STAINLESS STEEL LOCKING COVER. DO NOT MOUNT TMV EXPOSED ON WALL. WALL BOX MUST BE ACCESSIBLE FOR MAINTENANCE.

- NOTES:
1. REFER TO ARCH. DWGS. FOR EXACT LOCATIONS OF FIXTURES AND MOUNTING HEIGHTS.
  2. ALL FIXTURES PROVIDED FOR HANDICAPPED USE MUST MEET THE REQUIREMENTS OF ADA.
  3. PROVIDE INSULATION ON ALL EXPOSED PIPING UNDER LAVATORY AND SINKS PER ADA & TAS.
  4. PROVIDE FIXTURES AS SPECIFIED OR APPROVED EQUAL.

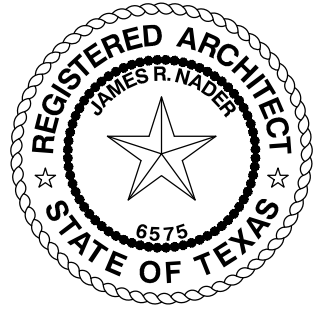
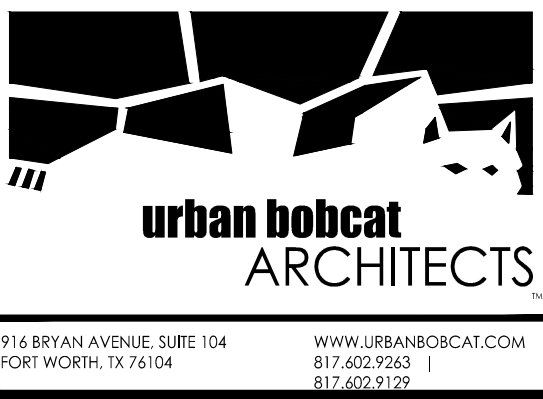
ATE HAMME A EST SA X			
SIZE	FIXTURE UNITS SERVED	AIR PRELOAD PSI	CROSS REFERENCE PDI STANDARD
1/2"	1-11	60	'A'
3/4"	12-32	60	'B'

\*\* REFER TO MANUFACTURER FOR EXACT SIZE AND INSTALLATION RECOMMENDATIONS.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY:  
A. D. DOAK II, PE  
TX. NO. 40743  
ON APRIL 18, 2017

**Wells Doak**  
Engineers, Inc.  
Texas Registration F-10743  
2800 S. HULEN  
SUITE 212 FORT WORTH, TEXAS 76109  
WDE #170440



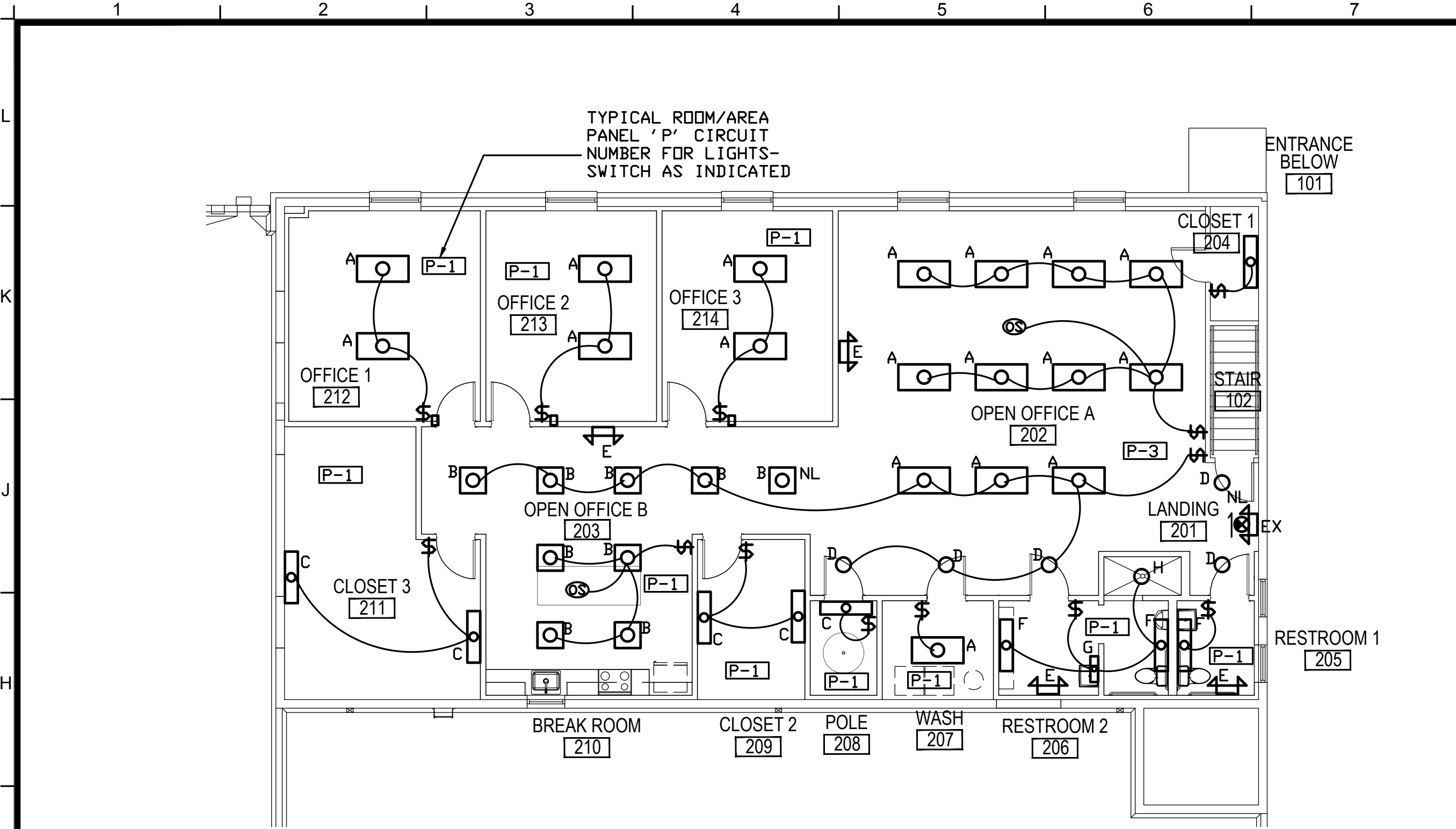
FIRE HALL UPPER FLOOR  
4004 MERRETT DR.  
LAKE WORTH, TX 76135

JOB NUMBER: 17-207.01

ISSUE BLOCK	

04.18.17

P201



LEGEND

- 2' X 4' LAY-IN FIXTURE
- 4' SURFACE MOUNTED FIXTURE
- 2' X 2' LAY-IN FIXTURE
- DOWNLIGHT
- WALL MOUNTED EMERGENCY FIXTURE
- COMBO EMERGENCY/EXIT FIXTURE
- SINGLE POLE SWITCH AT 48" AFF
- DUAL TECHNOLOGY OCCUPANCY SENSOR SWITCH AT 48" AFF
- DUAL TECHNOLOGY CEILING MOUNTED OCCUPANCY SENSOR WITH POWER PACK
- NL INDICATES UN-SWITCH NIGHT LIGHT

LIGHTING FIXTURE SCHEDULE

TYPE	VOLTS	DESCRIPTION	AMOUNT	LAMPS	REMARKS
A	120	2' X 4' LAY-IN FIXTURE - LITHONIA #2GT8 232 A12125 120 GEB10IS	LAY-IN	2-F32T8/35K	
B	120	2' X 2' LAY-IN FIXTURE - LITHONIA #2GT8 217 A12125 120 GEB10IS	LAY-IN	2-F17T8/35K	
C	120	4' STRIP FIXTURE - LITHONIA #C132 MVOLT GEB10IS WGCUN NST	WALL	1-F32T8/35K	
D	120	DOWNLIGHT - GOTHAM #35/20 6AR MD LSS MVOLT EZ1	RECESSED	23.2 W LED INCLUDED	
E	120	EMERGENCY FIXTURE LITHONIA #ELM2 LED	WALL	INCLUDED	
F	120	4' RESTROOM FIXTURE - LITHONIA #WC 232 A12 MVOLT GEB10IS	WALL	2-F32T8/35K	
G	120	2' RESTROOM FIXTURE - LITHONIA #WC 2172 A12 MVOLT GEB10IS	WALL	2-F17T8/35K	
H	120	SHOWER DOWNLIGHT - GOTHAM #35/20 6DR MD LSS MVOLT EZ1	RECESSED	23.2 W LED INCLUDED	
EX	120	COMBO EMERGENCY/EXIT LITHONIA @ LHGM LED R	RECESSED	23.2 W LED INCLUDED	



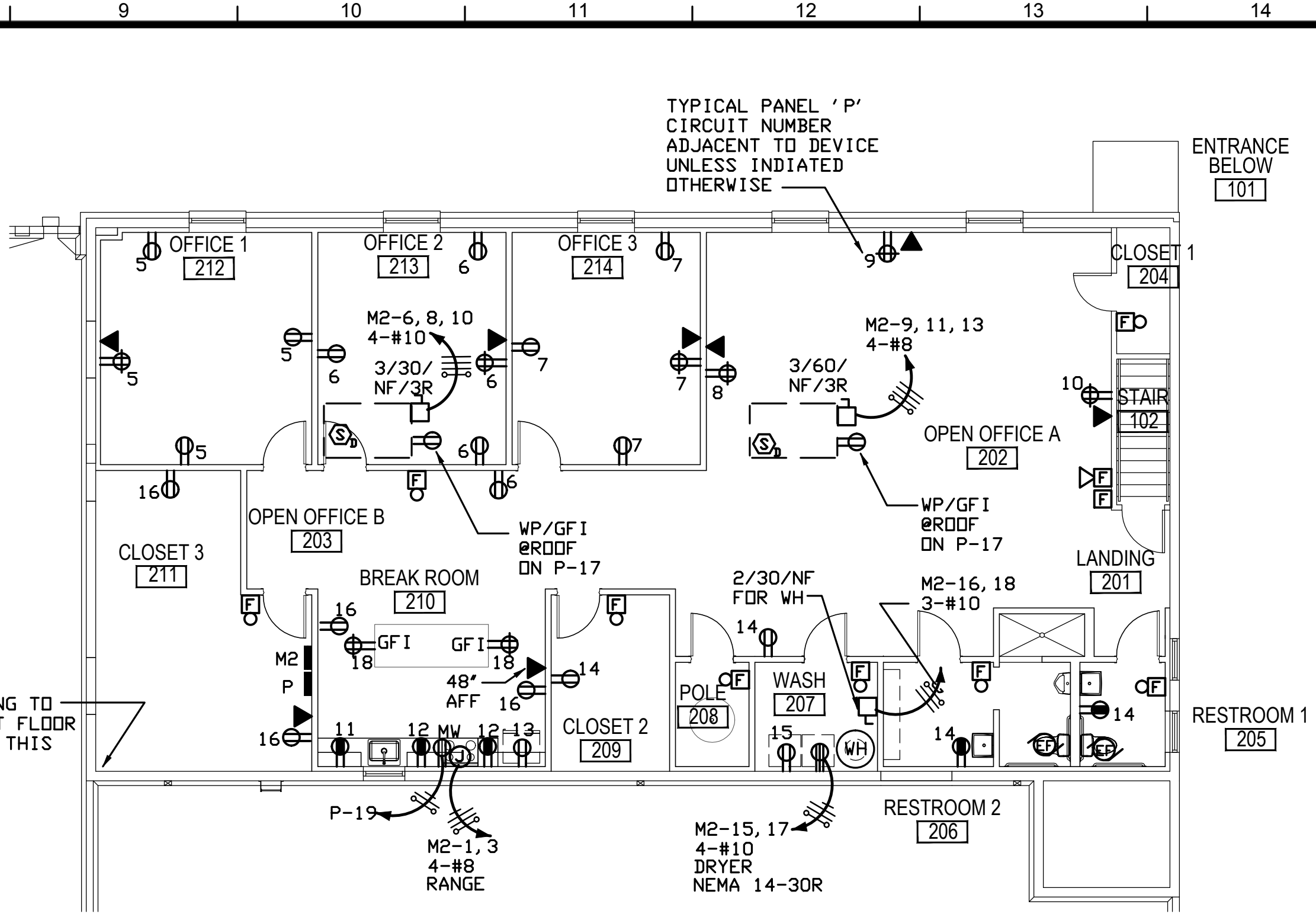
GRAPHIC SCALE



GRAPHIC SCALE



ALL DATA CABLING TO BE RUN TO FIRST FLOOR SWITCH THROUGH THIS LOCATION



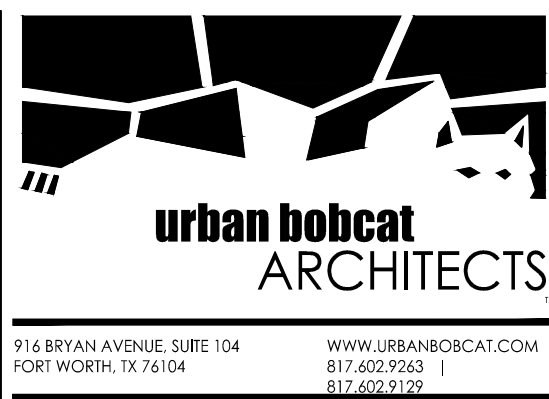
LEGEND

- DUPLEX RECEPTACLE @ 16" AFF UNLESS INDICATED OTHERWISE
- DOUBLE DUPLEX RECEPTACLE @ 16" AFF UNLESS INDICATED OTHERWISE
- GFI DUPLEX ABOVE COUNTER OR LAV
- DATA/TELE. OUTLET AT 16" AFF UNLESS INDICATED OTHERWISE WITH 3/4" C TO ABOVE THE CEILING
- DISCONNECT SWITCH (POLES/AMPS/FUSES)
- EXHAUST FAN - SWITCH WITH LIGHT(S)
- CONDUIT WITH NEUTRAL, HOT, GROUND AND SWITCH LEG
- CIRCUIT HOME RUN
- PANELBOARD
- FIRE ALARM A/V DEVICE @ 80" AFF
- FIRE ALARM MINI STROBE @ 48" AFF
- FIRE ALARM PULL STATION @ 48" AFF
- DUCT SMOKE DETECTOR
- WEATHERPROOF
- GROUND FAULT INTERRUPTING
- FOR MICROWAVE - VERIFY ELEVATION



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY: MYLES G. WELLS, PE TX. NO. 43102 ON APRIL 18, 2017

Wells Doak Engineers, Inc. Texas Registration F-10743 Myles G. Wells, PE (817) 920-9545 2800 S. HULEN FORT WORTH, TEXAS 76109 SUITE 212 WDE #170440



FIRE HALL UPPER FLOOR  
4004 MERRETT DR.  
LAKE WORTH, TX 76135

JOB NUMBER: 17-207.01

ISSUE BLOCK	

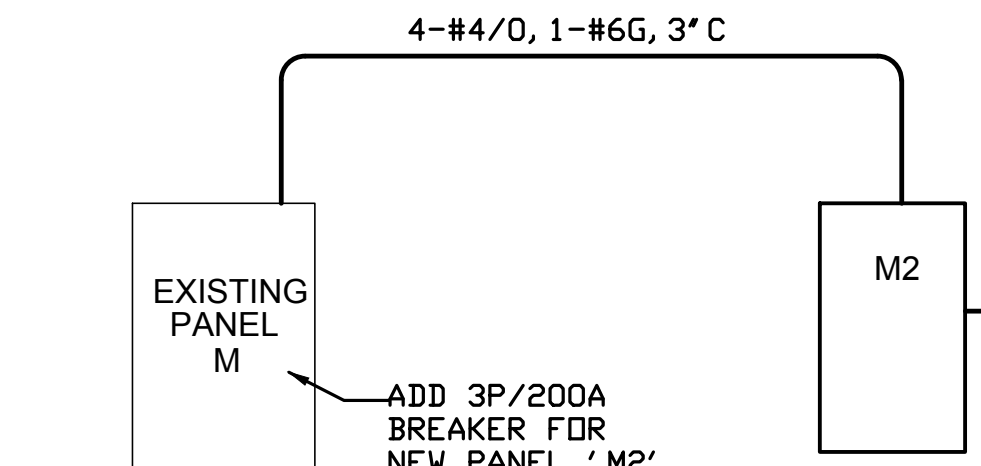
04.18.17

E101

SHT1 of 2

A horizontal timeline with 15 numbered segments from 1 to 15. Each segment is represented by a horizontal bar with a vertical tick mark at its center. The numbers 1 through 15 are placed above each corresponding segment.

A vertical scale from 0 to 100 in increments of 10, with horizontal tick marks extending to the right.

## NO SCALE

A

A horizontal number line with tick marks at each integer from 6 to 11. The numbers 6, 7, 8, 9, 10, and 11 are labeled above the line.

PANEL M		LOCATION		CLOSET		MOUNT		SURFACE		
MAIN LUGS ONLY		LOCATION		TOP BUS 225A		VOLTS 120/240		PHASE 3 WIRE 4		
MIN. CIR. BRK. I. C.		10,000		AMP RMS SYS		CONDUIT 3"		CABLE 4-#4/0		
TOTAL CONNECTED KVA		48.8		TOTAL CONNECTED AMPS		140.8				
ESTIMATED DEMAND KVA		48.8		ESTIMATED DEMAND AMPS		140.8				
SPARE CAPACITY KVA		21.2		SPARE CAPACTIY AMPS		51.2				
CALCUL. DESIGN KVA		70.0		CALCUL. DESIGN AMPS		200.0				
POLE NO.	CIRC. BRKR.	POLE	AMP	LTS	REC	MISC	REMARKS	PHASE LOAD VA		
								A	B	C
1	2	50				-	RANGE	4000		
2	1	20					SPACE ONLY	-		
3	-	-					-----		4000	
4	1	20					SPACE ONLY		-	
5	2	100				-	PANEL ' P'			5600
6	3	30				-	RTU-1			3000
7	-	-					-----	5600		
8	-	-						3000		
9	3	40				-	RTU-2		4000	
10	-	-							3000	
11	-	-								4000
12	1	20					SPACE ONLY			-
13	-	-						4000		
14	1	20					SPACE ONLY			-
15	2	30				-	DRYER		2000	
16	2	30					WATER HEATER		2300	
17	-	-					-----			2000
18	-	-								2300
19	1	20					SPACE ONLY	-		
20	1	20					SPACE ONLY	-		
21	1	20					SPACE ONLY		-	
22	1	20					SPACE ONLY		-	
23	1	20					SPACE ONLY		-	
24	1	20					SPACE ONLY		-	
25	1	20					SPACE ONLY		-	
26	1	20					SPACE ONLY	-		
27	1	20					SPACE ONLY		-	
28	1	20					SPACE ONLY		-	
29	1	20					SPACE ONLY		-	
30	1	20					SPACE ONLY		-	
31										
32										
33										
34										
35										
36										
37										
38										
39										
40										
41										
42										
TOTAL VA								16600	15300	16900

## GENERAL NOTES

- ALL WORK SHALL COMPLY WITH THE NEC AND LOCAL CODES.
- CONDUCTORS SHALL BE THHN OR THWN COPPER, #12 AWG MIN.
- CONDUIT SHALL BE EMT WITH STEEL COMPRESSION FITTING THAT CONDUIT EXPOSED TO THE WEATHER SHALL BE RGS.
- PANELBOARDS SHALL HAVE COPPER BUS AND BOLT ON BREAK
- DISCONNECT SWITCHES SHALL BE HEAVY DUTY WITH RK1 FU
- DEVICES SHALL BE INDUSTRIAL GRADE, 20 AMP, WHITE W PLASTIC PLATES.
- INDOOR FLUORESCENT FIXTURES SHALL BE SUPPLIED WITH DISCONNECTING MEANS PER NEC 410.73(G).

A horizontal number line with tick marks at every integer from 10 to 15. The numbers 10, 11, 12, 13, 14, and 15 are labeled above their respective tick marks.

PANEL P		LOCATION		CLOSET		MOUNT SURFACE		
MAIN	LUGS ONLY	LOCATION	TOP	BUS	100A	VOLTS	120/240	
MIN. CIR. BRK. I. C.			10,000		AMP RMS SYS		CONDUIT 1 1/4"	
TOTAL CONNECTED KVA			11.1		TOTAL CONNECTED AMPS		46.3	
ESTIMATED DEMAND KVA			11.1		ESTIMATED DEMAND AMPS		46.3	
SPARE CAPACITY KVA			12.9		SPARE CAPACTIY AMPS		53.7	
CALCUL. DESIGN KVA			24.0		CALCUL. DESIGN AMPS		100.0	
PDL#	CIRC. BRKR		OUTLET			REMARKS	PHASE LOAD VA	
NO.	PDL#	AMP	LTS	REC	MISC		A	C
1	1	20	-			LIGHTING	1000	
2	1	20				SPARE		
3	1	20	-			LIGHTING		1000
4	1	20				SPARE		
5	1	20		-		OFFICE RECEPTACLES	800	
6	1	20		-		OFFICE RECEPTACLES	800	
7	1	20		-		OFFICE RECEPTACLES		800
8	1	20		-		OPEN OFFICE RECEPT		800
9	1	20		-		OPEN OFFICE RECEPT	800	
10	1	20		-		OPEN OFFICE RECEPT	800	
11	1	20		-		BREAK RECEPTACLE		400
12	1	20		-		BREAK RECEPTACLES		800
13	1	20		-		FRIDGE RECEPTACLE	600	
14	1	20		-		GENERAL RECEPTACLES	800	
15	1	20		-		WASHER RECEPTACLE		1000
16	1	20		-		GENERAL RECEPTACLES		800
17	1	20		-		ROOF RECEPTACLES	400	
18	1	20		-		ISLAND RECEPTACLES	400	
19	1	20		-		MICROWAVE		1000
20	1	20				SPARE		
21	1	20				SPARE		
22	1	20				SPACE ONLY		
23	1	20				SPARE		
24	1	20				SPACE ONLY		
25	1	20				SPACE ONLY		
26	1	20				SPACE ONLY		
27	1	20				SPACE ONLY		
28	1	20				SPACE ONLY		
29	1	20				SPACE ONLY		
30	1	20				SPACE ONLY		
31	1	20				SPACE ONLY		
32	1	20				SPACE ONLY		
33								
34								
35								
36								
37								
38								
39								
40								
41								
42								
TOTAL VA							5600	5600

1. ALL WORK SHALL COMPLY WITH THE NEC AND LOCAL CODES.

1. ALL WORK SHALL COMPLY WITH THE NEC AND LOCAL CODES.
2. CONDUCTORS SHALL BE THHN OR THWN COPPER, #12 AWG MINIMUM.
3. CONDUIT SHALL BE EMT WITH STEEL COMPRESSION FITTINGS EXCEPT THAT CONDUIT EXPOSED TO THE WEATHER SHALL BE RGS.
4. PANELBOARDS SHALL HAVE COPPER BUS AND BOLT ON BREAKERS.
5. DISCONNECT SWITCHES SHALL BE HEAVY DUTY WITH RK1 FUSES.
6. DEVICES SHALL BE INDUSTRIAL GRADE, 20 AMP, WHITE WITH WHITE PLASTIC PLATES.
7. INDOOR FLUORESCENT FIXTURES SHALL BE SUPPLIED WITH A DISCONNECTING MEANS PER NEC 410.73(G).

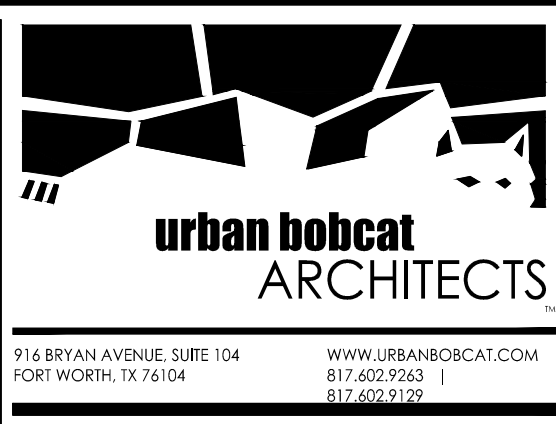


THE SEAL APPEARING ON THIS  
DOCUMENT WAS AUTHORIZED BY:  
MYLES G. WELLS, PE  
TX. NO. 43102  
ON APRIL 18, 2017

Wells Doak  
Engineers, Inc.

2800 S. HULEN (817) 920-9545  
SUITE 212 FORT WORTH, TEXAS 76109  
WDF #170440

WDE #170440



FIRE HALL UPPER FLOOR  
4004 MERRETT DR.  
LAKE WORTH, TX 76135

JOB NUMBER: 17-207.01

04.18.17

E201

SHT 2 of 2



**To: Stacey Almond, City Manager**

Lake Worth, Texas  
3508 Adam Grubb  
Lake Worth, TX 76135-3509

**Re:** Lake Worth Fire Department Second Floor Finish-out  
4004 Merrett Dr., Lake Worth, TX 76135

**Date:** June 7, 2017

Ms. Almond,

Your Staff, the apparent low Bidder and myself as Architect have met to discuss aspects of the project that can be amended to accomplish the intent of the project for the most economical cost. We have come to agreement on a revised scope and amount. It is my recommendation that Council proceed with approval of a contract with the Bidder for his negotiated and revised amount of \$137,170.00.

Yours truly,

James R. Nader, FAIA  
Principal Architect  
817.366.1079

urban bobcat Architects, PC  
916 Bryan Ave., Suite 104  
Fort Worth, TX 76104  
james@urbanbobcat.com



1 of 1

## Lake Worth Regular City Council Meeting – June 13, 2017

### Agenda Item No. F.4

---

**From:** Mike Christenson, Fire Chief and Stacey Almond, City Manager

**Item:** Discuss and consider approval of a contract with Tarrant County Fire Alarm Center (TCFAC) for Lake Worth Fire Department dispatch services from July 1, 2017 through September 30, 2017 for \$9,200.00, and authorize the City Manager to execute same.

**Summary:**

The Lake Worth Fire Department is looking to secure our fire dispatch with Tarrant County Fire Alarm on a full time basis. Tarrant County Fire Alarm (TCFA) offers many features that would benefit the Lake Worth Fire Department and its citizens. They have two to three dispatchers on duty at all times. These dispatchers generally have a background in fire or EMS and are trained in EMD (Emergency Medical Dispatch). The benefit to this is they can give each EMS call a priority response, and give first aid instruction to bystanders.

The TCFA is also able to monitor all radio traffic of departments on the west and south side of Tarrant County including Fort Worth Fire. TCFA can provide a separate tone between a fire call and an EMS call; providing a pre-alert tone for a structure fire and dispatch all units at the same time.

Another feature they provide is support for the use of a Mobile Dispatch Terminal (MDT) in the fire vehicles with GPS and mapping features (real time). This feature allows the firefighters to view all types of information from their MDT.

TCFA has an app that will allow us to see information on different devices such as dispatch information, what vehicles are responding, with route information, and up to date call times. TCFA software can also support the use of status boards throughout the station which would allow use to see important information such as what vehicles are out of service in the system, any road closures, apparatus that are on a current call, and many other items. One other feature of their software is that it allows you to set up a predetermined response que for different types of alarms or a coverage response.

**Fiscal Impact:**

1. FYE 16/17 - \$9,200; this is the prorated fee for services provided for the remainder of this budget year, July 1, 2017 through September 30, 2017. That amount was included in the mid-year estimated expenses for the Fire Department.
2. FYE 17/18 - \$47,234; this amount includes startup costs, equipment, basic services and maintenance for 12 months.
3. FYE 18/19 - \$33,999; this amount includes basic services and maintenance for 12 months.

Agenda Item No. F.4

---

**Attachments:**

1. TCFAC contract
2. TCFAC images and features

**Recommended Motion or Action:**

Move to approve a contract with Tarrant County Fire Alarm Center (TCFAC) for Lake Worth Fire Department dispatch services from July 1, 2017 through September 30, 2017 for \$9,200.00, and authorize the City Manager to execute same.



## EMERGENCY DISPATCH SERVICE CONTRACT

STATE OF TEXAS §

COUNTY OF TARRANT §

Whereas, the Tarrant County Fire Alarm Center, (Alarm Center), a non-profit Corporation of the State of Texas, and the City of Lake Worth, Texas (City), are empowered to make agreements for the provisions of emergency dispatch services, a governmental function; and

Whereas, the Alarm Center and the City desire to enter into this agreement; and

Whereas, the City Council of the City finds the following agreement is in the best interest of and serves the public health, safety, and welfare.

### WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made, the benefits flowing to each parties hereto and other good and valuable considerations, the City of Lake Worth, Texas, and the Tarrant County Fire Alarm Center do hereby contract and agree as follows:

#### **The Alarm Center agrees to:**

- A. Provide all such services as required to provide the City with 24 hour per day dispatching service for the City of Lake Worth Fire Department, including all calls for service within its City limits, areas within the city limit boundaries of Lakeside, Texas and areas within the unincorporated boundaries as contracted for the City with the Tarrant County Emergency Services District #1, and for all other such calls as its fire department would respond to if called upon to do so;
- B. Staff the Alarm Center to provide the receiving of both 9-1-1 and other emergency calls for fire, rescue, and emergency medical services for the City of Lake Worth, Texas, the City of Lakeside, Texas as contracted with the City of Lake Worth, and the areas to which the Lake Worth Fire Department responds;
- C. Dispatch all emergency calls for fire, rescue, and emergency medical services for the Lake Worth Fire Department in a prompt and expedient manner by radio as provided by the City;
- D. Provide 24 hour per day recording of all 9-1-1 and other emergency telephone calls, all radio transmissions associated with dispatching all calls for fire, rescue, and emergency medical services for the City of Lake Worth, Texas Fire Department, and to retain such recordings for a period of not less than thirty (30) days. Such recordings shall be made available to the City of Lake Worth, Texas, upon written request, for its review

in the event any questions or concerns should arise from the receiving and/or dispatching of any call or calls for service; Furthermore any recording of radio transmissions, 9-1-1 or other emergency telephone calls retained by the Alarm Center on behalf of the City of Lake Worth, Texas Fire Department will remain the property of the City of Lake Worth.

Authority to request such recordings shall be reserved to the senior administration of the City of Lake Worth, Texas. This shall include the Fire Chief and his/her designated representatives, the City Manager, Assistant City Manager, the Mayor and any of their designated representatives.

E. Provide access to reports containing information of all calls dispatched for the Lake Worth Fire Department, to include the date, time, location, and nature of all such calls. Furthermore any call sheets, and/or reports retained by the Alarm Center on behalf of the City of Lake Worth, Texas Fire Department will remain the property of the City of Lake Worth.

F. The Tarrant County Fire Alarm Center agrees to abide by the City's policies in regard to the release of information in accordance with the Texas Public Information Act

G. In addition, and if requested by the City, the Tarrant County Fire Alarm Center agrees to submit, on a quarterly basis, a financial report on the status of the Fire Alarm Center to reflect its operating expenses and financial status;

H. Provide a "General Liability" Insurance Policy in the amount of one (1) million dollars (\$1,000,000.00) that will hold harmless the Tarrant County Fire Alarm Center and all contracting agencies and cities for any acts of negligence or other litigation against the Alarm Center arising from the operation of the Alarm Center, its agents and employees, and agrees to include the City of Lake Worth as an additional insured under the policy.

**The City agrees to, in exchange for such services:**

A. Purchase, install, and maintain at its sole cost and expense, a radio base station and repeater link in order for the Alarm Center to dispatch calls by radio to the Lake Worth Fire Department;

B. Provide all necessary maps and street information, and all other information requested by the Tarrant County Fire Alarm Center necessary to dispatch all calls for fire, rescue, and emergency medical services in a prompt and expedient manner, and to locate any such call for service within the area the Lake Worth Fire Department provides service. Such information shall include, but not be limited to, names and addresses of all businesses, schools, churches, and other important structures within the City of Lake Worth, Texas; its Fire Department and City staff; and all other personnel whom might need to be contacted in the event of a major incident or disaster;

C. Abide by the Standard Operating Procedures (SOP's) and its rules and regulations as established and approved by the Board of Directors of the Fire Alarm Center for the operation of the Alarm Center by its personnel;

D. Pay to the Tarrant County Fire Alarm Center the sum of SEVEN THOUSAND, THREE HUNDRED and THIRTY NINE DOLLARS (\$7,339) for the City of Lake Worth, Texas services for the remaining three months of the 2016-17 fiscal year with payment due on July 1, 2017.

Pay to the Tarrant County Fire Alarm Center an additional sum of ONE THOUSAND, EIGHT HUNDRED and THIRTY FIVE DOLLARS (\$1,835) for the City of Lakeside, Texas services for the remaining three months of the 2016-17 fiscal year with payment due on July 1, 2017.

### **TERMS OF AGREEMENT**

The term of this agreement shall be for three (3) months, beginning July 1<sup>st</sup>, 2017 through September 30, 2017.

### **NOTICE OF CANCELLATION**

In the event that the Tarrant County Fire Alarm Center fails in any way to provide the services in this agreement, the City of Lake Worth, Texas, may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event that the City of Lake Worth, Texas, fails to comply with the provisions of this agreement, the Tarrant County Fire Alarm Center may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event either party's gives notice of cancellation of this agreement, the Alarm Center agrees to refund to City its money paid for services which it will no longer receive, to be prorated from the time services are discontinued until the expiration date on the contract.

### **LIABILITY**

It is the intention of the parties and the parties do agree that any and all civil liability related to the furnishing of the services contemplated by this agreement to the City, as the governmental unit which would be responsible for furnishing such services absent this agreement, shall be the responsibility of the City, and the City agrees, to the extent permitted by law, to indemnify, save and defend the Alarm Center, its agents, officers and employees harmless from all liabilities, claims, cause of action, costs and expenses for injury to persons or property or death of any persons resulting from the failure of the equipment associated with the services provided by the Alarm Center to the City by this agreement. The fact that the parties accept certain responsibilities relating to the rendition of services under this agreement as a part of their responsibility for providing protection for the public health make it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and is hereby invoked to the fullest extent possible under the law. Neither party waives or shall be deemed hereby to waive any immunity or defense that would

otherwise be available to it against claims arising from the exercise of governmental powers and functions.

## **LAWS GOVERNING**

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. This agreement shall be performable and all compensation payable in Tarrant County, Texas. Venue under this agreement lies in Tarrant County, Texas.

## **SEVERABILITY**

If any clause, paragraph, section or portion of this agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the agreement shall be deemed to have contracted as if said clause, section, paragraph or portion had not been contained in the agreement initially.

## **AUTHORITY**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed by majority of the City Council and by the Board of Directors of the Tarrant County Fire Alarm Center, at which meetings a quorum was present, and are now in full force and effect.

Executed in duplicate original this 911 day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Monica Solko, City Secretary  
City of Lake Worth, Texas

\_\_\_\_\_  
Stacey Almond, City Manager  
City of Lake Worth, Texas

\_\_\_\_\_  
Approved as to Form and Legality:  
Drew Larkin, City Attorney  
City of Lake Worth, Texas

\_\_\_\_\_  
Kirt Mays, President  
Board of Directors  
Tarrant County Fire Alarm Center

## Tarrant County Fire Alarm

## Startup Costs for Lake Worth & Lakeside

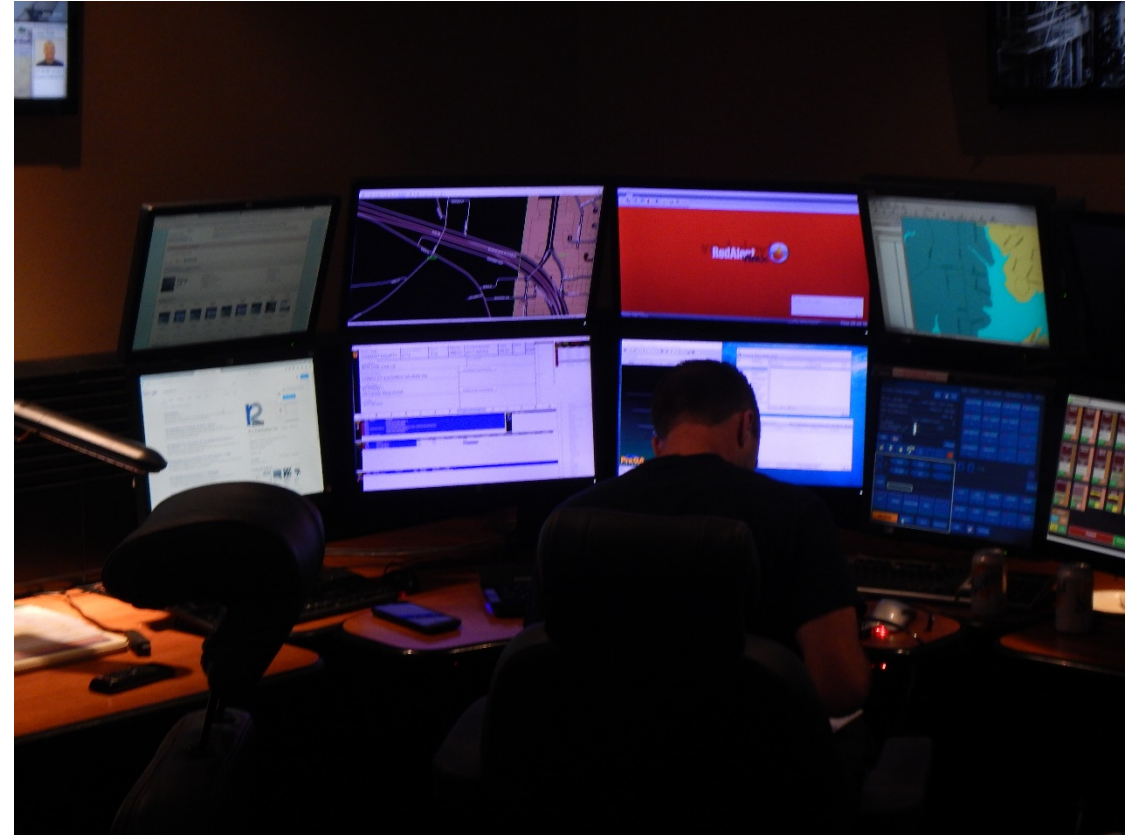
		Cost	
The current Rate set by the TCFAC Board is \$29,335 Per Municipality		\$29,335.00	
County Area Rate is TCESD responsibility.			
Total Cost to Lake Worth		\$29,335.00	
FY 17/18 The Board wil consider a 2.2% increase			
Lake Worth would increase to \$30,000		\$30,000.00	
Total For FY 17/18		\$30,000.00	
Additional Costs			
		1st Year	2nd Year
Smartphone App for notification and tracking (Plus \$5.00 Initial Fee) \$12.50 Per Device		\$50.00	\$30.00
MDT Software for vehicles. Plus Initial Licensing fee pre device \$325			
Second year without licensing fees \$110 per device			
Responding LW Apparatus	5	\$1,625.00	\$550.00
Add Command Vehicles	2	\$650.00	\$210.00
Microsoft Surface Tablets Est \$1000 to \$1200			
Responding LW Apparatus	5	\$6,000.00	
Add Command Vehicles	2	\$2,400.00	
MS Surface Power Adapters for Emer. Veh. Est Price \$180 each			
Responding LW Apparatus	5	\$900.00	
Add Command Vehicles	2	\$360.00	
USGlobalSat USB GPS Receiver Antenna Est Price \$60			
Responding LW Apparatus	5	\$300.00	
Add Command Vehicles	2	\$120.00	
ATT Hotspot Monthly recurring charge \$37.99 monthly Unlimited Data.			
Annual Cost per unit \$455.88			
Responding LW Apparatus	5	\$2,297.40	\$2,297.40
Add Command Vehicles	2	\$911.76	\$911.76
Tablet and Hotspot Mounting Provisions			
<a href="http://Proclipusa.com">Proclipusa.com</a>	\$160		
Responding LW Apparatus	5	\$800.00	
Add Command Vehicles	2	\$320.00	
Station Monitors Est \$125 per	4	\$500.00	
Total for first year Starting Oct 1 with 2.2% Increase		\$47,234.16	
Total for 2nd Year		\$33,999.16	

**Tarrant County Fire Alarm**

**Dispatch Center**



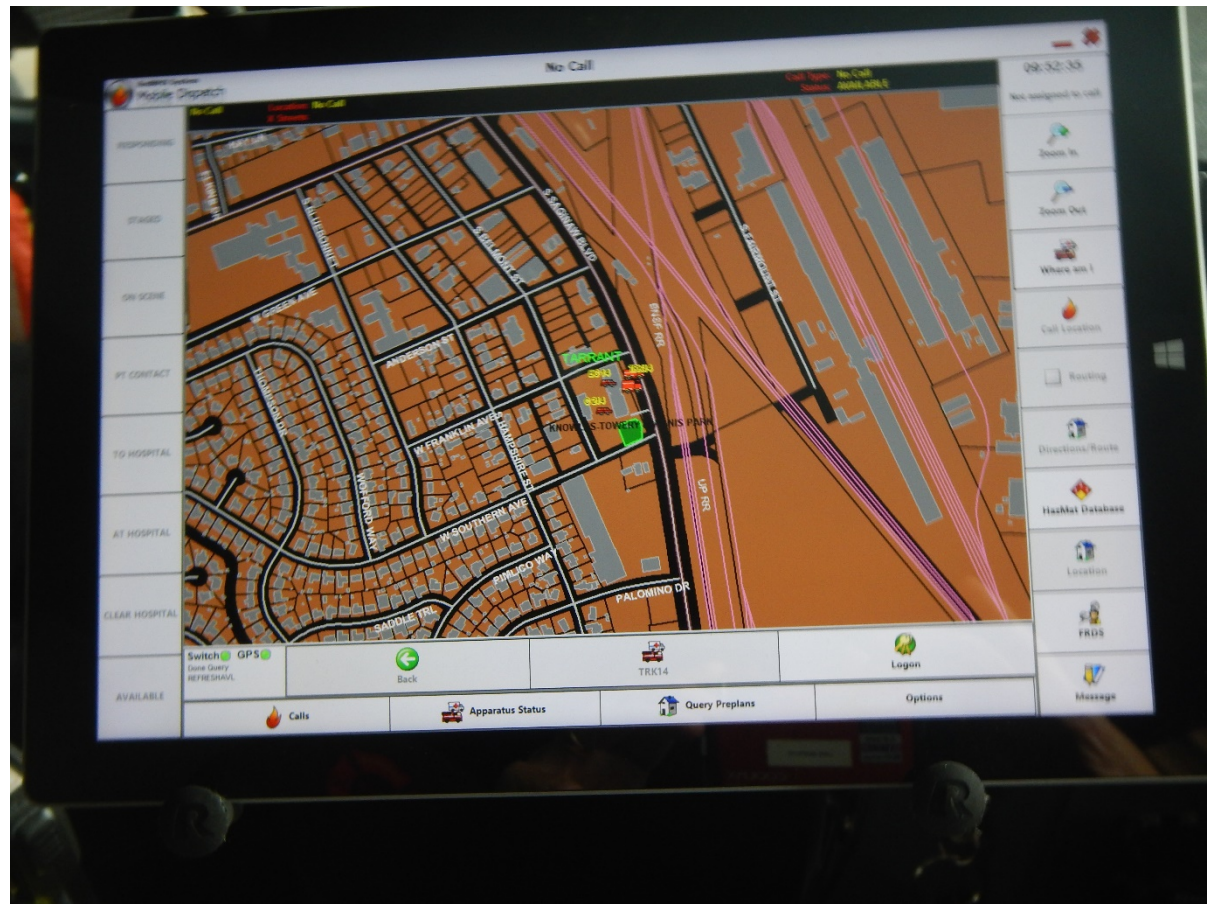








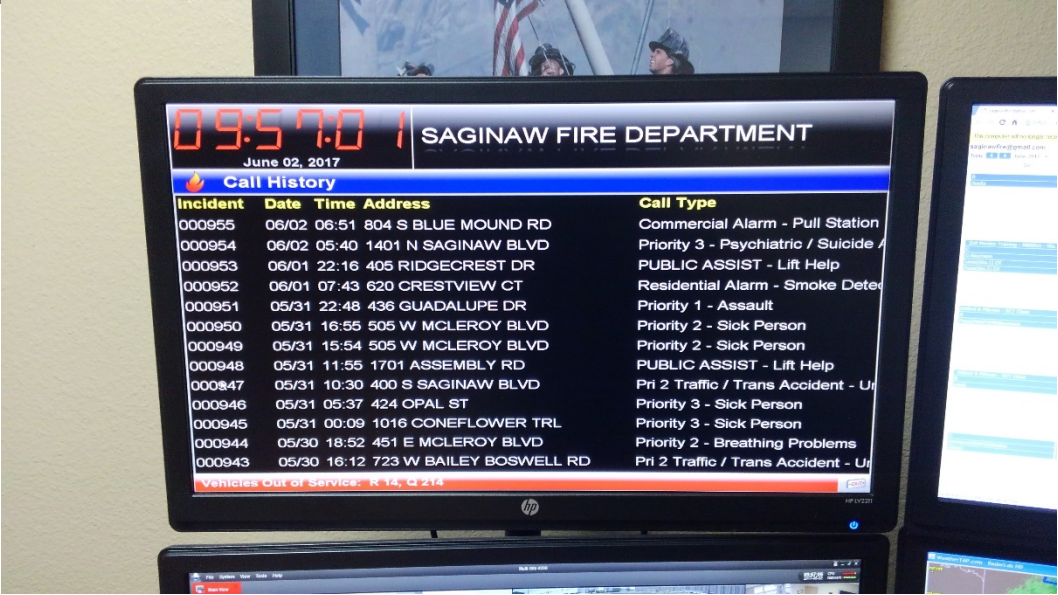
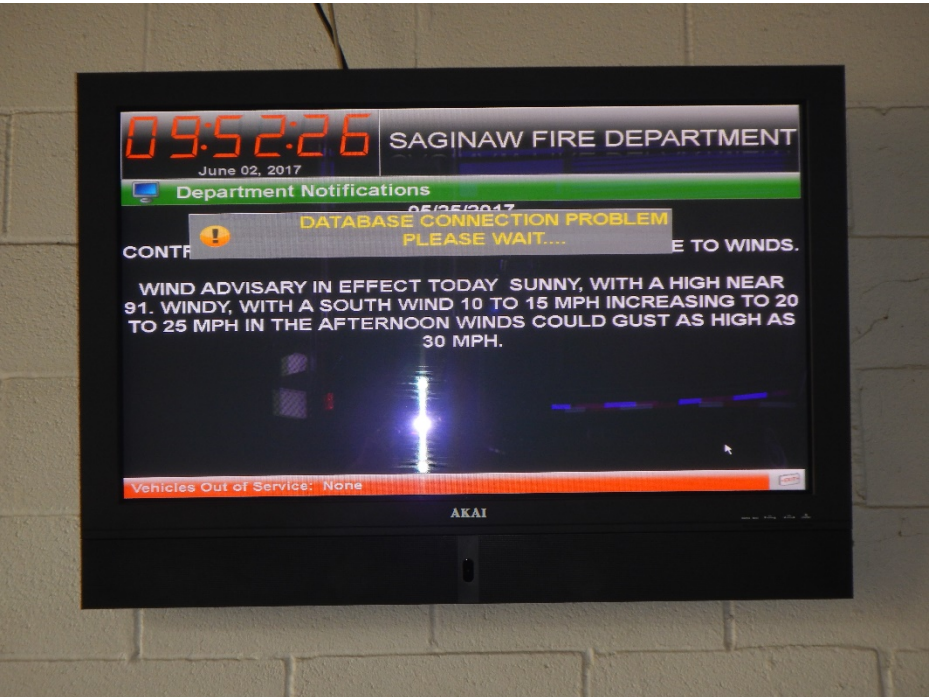




**Mobile Data Terminals**



# Status Boards



## Lake Worth Regular City Council Meeting – June 13, 2017

### Agenda Item No. F.5

---

**From:** Stacey Almond, City Manager

**Item:** Discuss and consider a system purchase agreement with Motorola Solution, Inc. for radio communications equipment and services in an amount not to exceed \$579,000, and authorize the City Manager to execute same.

**Summary:**

Please see the attached PowerPoint for a summary and additional information. A presentation will be made during the meeting pertaining to this item.

**Fiscal Impact:**

**CITY OF LAKE WORTH  
UNRESTRICTED FUND BALANCE ANALYSIS  
GENERAL FUND**

Current Budgeted Uses of Fund Balance

Transfer to WS for Capital	229,041
Addt'l trns to WS for Capital	6,350
Addt'l trns to WS for Master Plans	40,000
Total Budgeted Uses	275,391

Additional Use Requested

Radio System (Cost less grant)	255,590
--------------------------------	---------

Total w/ Radio System 530,981

Unrestricted Fund Balance	
as of September 30, 2016	5,453,704
Estimated 09/30/17 Fund Balance	4,922,723
Current Year Estimated Expenses	8,550,537
Fund Balance % of Expenses	57.57%

**Attachments:**

1. Motorola Service Agreement (P25 System)
2. Motorola PowerPoint Presentation

**Recommended Motion or Action:**

Move to approve a system service agreement with Motorola Solutions, Inc. for radio communications equipment and services in an amount not to exceed \$579,000, and authorize the City Manager to execute same.

# City of Lake Worth P25 System

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

MOTOROLA, MOTO, MOTOROLASOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. ©2015 Motorola Solutions, Inc. All rights reserved.



**April 28, 2017**

James Womack  
Chief  
Police Department  
The City of Lake Worth  
3805 Adam Grubb  
Lake Worth, TX 76135

RE: Motorola MCC 7500 Consoles

Dear Mr. Womack:

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide The City of Lake Worth with quality communications equipment and services. Motorola's project team has taken great care to propose a solution to address your needs and provide unsurpassed value.

Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution provides Two MCC 7500 Dispatch Consoles, as well as the implementation and warranty services needed to support them. These consoles will connect to existing control stations and allow for communications on the City of Fort Worth radio system via a Wireline Connection. This will require an agreement with the City of Fort Worth for connection to their Master Core and an inter-local agreement for use of the channels. A T-1 circuit to the Eagle Mountain site or site to be named by the City of Fort Worth will also be required. This quote assumes that power distribution units and equipment provided can be connected to the Tarrant County 9-1-1 District's UPS critical panel at the Site. HGAC Contract RA05-15 pricing.

*This proposal is subject to the terms and conditions of the enclosed H-GAC System Purchase Agreement or, alternatively, a negotiated version thereof and is valid for sixty (60) days from the date of this letter.* Motorola would be pleased to address any concerns Lake Worth may have regarding the proposal. Any questions can be directed to Bill Kennedy, Account Manager, at 817 789-8610.

Our goal is to provide Lake Worth with the best products and services available in the communications industry. We thank you for the opportunity to implement the proposed communications solution for you, and we hope to strengthen our relationship by implementing this project.

Sincerely,

Jessica Pourciau  
Area Sales Manager

MOTOROLA SOLUTIONS, INC.

# System Description

## MCC 7500 SOLUTION OVERVIEW

Motorola's proposed dispatch solution for the The City of Lake Worth is our MCC 7500 Dispatch Console, offering IP-based seamless connectivity between The City of Lake Worth's dispatch operators and field personnel. The MCC 7500 Dispatch Console will provide Lake Worth with a scalable and flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities.



**Figure 1 - 1: MCC 7500 Dispatch Console, including desktop PC, headset, speakers, display, keyboard, mouse, microphone, and voice processor module**

The proposed solution for Lake Worth includes two MCC 7500 Dispatch Consoles at Lake Worth Dispatch. Table 1 - 1 summarizes the proposed console equipment and peripherals included in our proposal. All licenses necessary for operation have also been included as part of the solution.

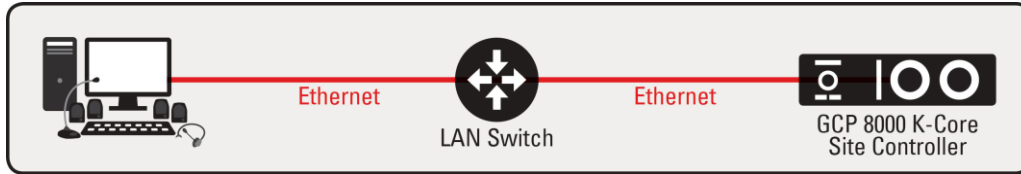
The following tables summarize the proposed console equipment and peripherals included in our proposal. All licenses necessary for operation have also been included as part of the solution.

Qty	Equipment
Operator Positions	
2	Personal Computer with Windows 7
2	Voice Processor Module (VPM)
2	Computer Display with Touch Screen
4	Headset Jack
8	Headset
4	Desktop Speakers
2	Footswitch
2	Gooseneck Microphone
2	Console Lan Switch
2	Console Site Router
4	GGM 8000 Gateway with a Conventional Channel Gateway Interface (CCGW)
1	GCP 8000 Conventional Site Controller
6	APX 7500 Consolettes
1	SDM 3000 Auxiliary Input/Output Server



# CONSOLECONNECTIVITY

The proposed MCC 7500 Dispatch Consoles will be co-located with the K-Core site controller at City of Fort Worth. A conceptual diagram of the proposed console connectivity has been provided in Figure 1 - 2.

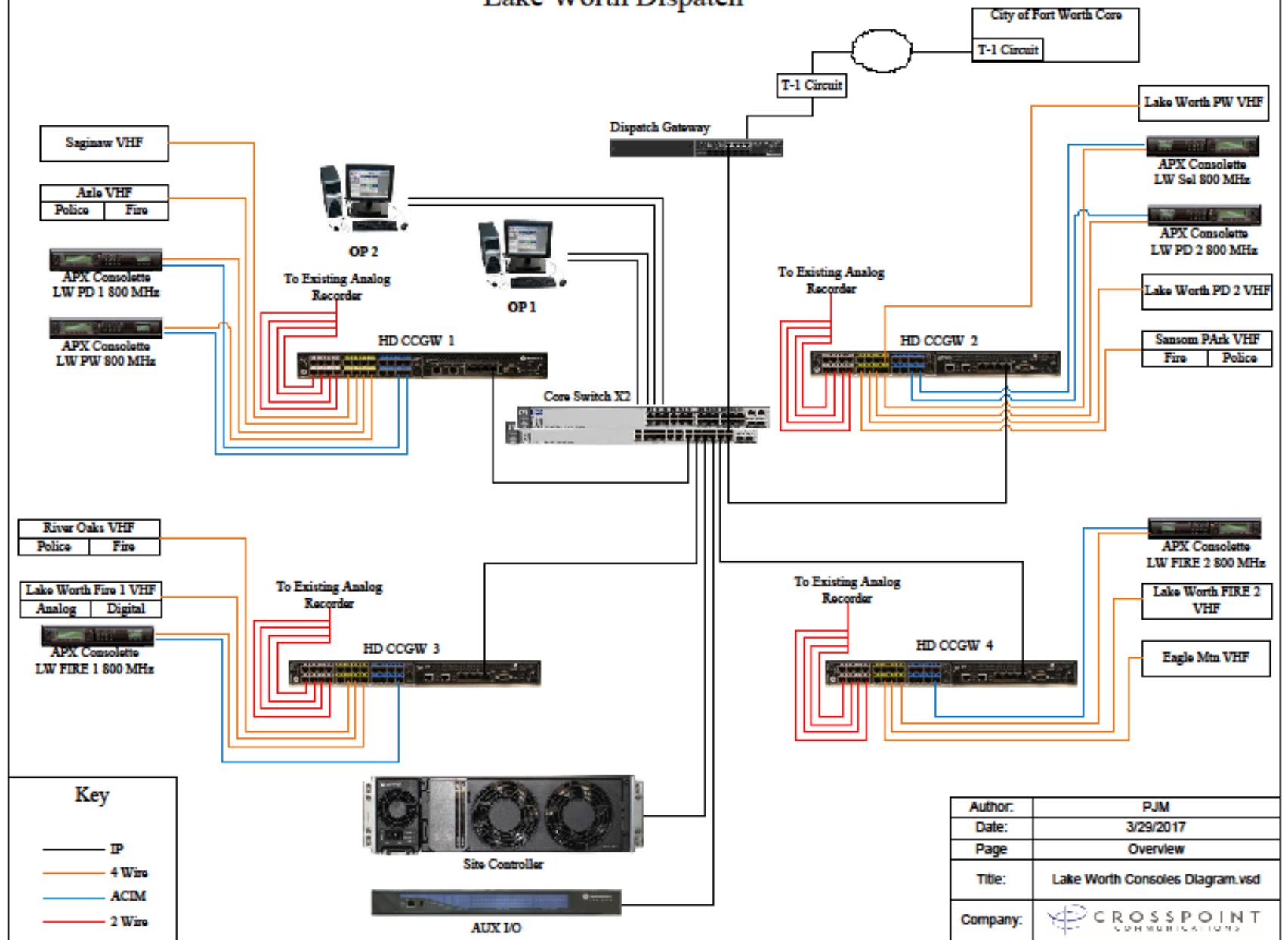


**Figure 1 - 2: System connectivity for proposed solution.**

The solution will rely on T1 links provided by Lake Worth for backhaul connectivity.



# Lake Worth Dispatch



# ELEMENTS OF THE MCC 7500

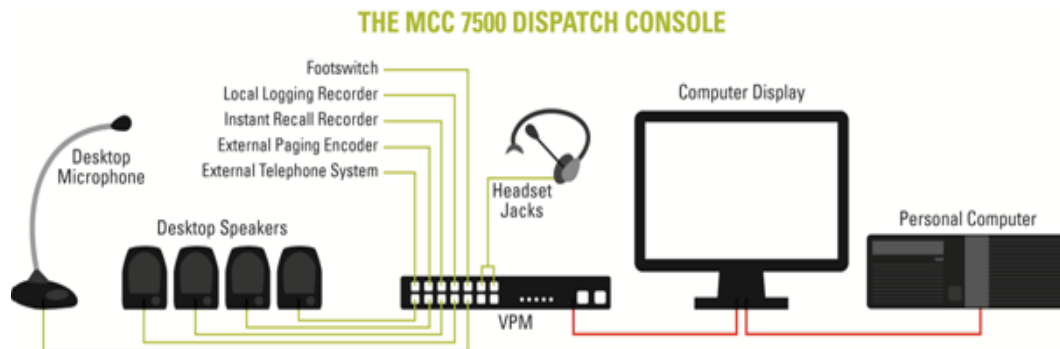


Figure 1 - 3: MCC 7500 Dispatch Console Components

As proposed to Lake Worth, the MCC 7500 Dispatch Consoles includes the following elements:

## Personal Computer (PC)

The personal computer included with the console position runs Microsoft Windows 7, and is certified by Motorola to ensure that the dispatch software, voice cards, and secure cards are properly installed and configured. Keyboard and Mouse included.

## Computer Display

A 22" Computer Display with Touch Screen is provided with the MCC 7500 dispatch console.

## Headset Jack

The dispatch console supports two headset jacks, both push-to-talk (PTT) and non-PTT-enabled for simultaneous use by the dispatch operator and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

## Headset

The proposed headset consists of two elements. The headset base includes an audio amplifier, a push-to-talk switch, and a long cord that connects with the dispatch console. The headset top consists of the earpiece and microphone, as well as a short cable that connects to the headset base.

## Gooseneck Microphone

The microphone controls the dispatch console's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

## Voice Processor Module (VPM)

The secure VPM provides vocoding and audio processing for the dispatch console, and also serves as the hub for the console's speakers, microphone, footswitch, headset jacks, and recorders.

## Footswitch

Each dispatch console includes a dual pedal footswitch that can be configured to control general transmit and monitor functions.

## Headset Port

The telephone/headset port allows the connection of an external telephone to the dispatch console, allowing the operator to use a single headset to communicate on both the radio system and a telephone system

## Desktop Speakers

Two audio speakers have been included with each console position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls and can be placed on a desktop, or mounted on a rack or computer display.

## Instant Recall Recorder (IRR) Port

The IRR port enables the connection of a short-term audio recorder, which allows the recording and playback of recent audio received by the console.

## ADDITIONAL EQUIPMENT

Per your request, we have included the following additional items to extend the functionality of the MCC 7500 to meet The City of Lake Worth's needs.

### SDM 3000 Auxiliary Input/Output Server

The SDM 3000 provides console operators with the ability to control and monitor external devices, such as doors and lights, from the console user interface. The console interface uses icons to display the state of external devices via auxiliary inputs and outputs, which support momentary and latched inputs, as well as latched and interlocked latched outputs.



### GGM 8000 Gateway with a Conventional Channel Gateway Interface (CCGW)

The GGM 8000 interfaces analog and ASTRO 25 conventional channels to your ASTRO 25 radio system.



### GCP 8000 Conventional Site Controller

The GCP 8000 Conventional Site Controller supports site conventional operation where a Conventional Channel Gateway (CCGW) is located at an MCC 7500 console site. If the link between the dispatch site and the master site is lost, the GCP 8000 enables dispatchers to communicate over conventional resources.



### APX 7500 Control Stations

The APX 7500 control station provides backup communications for your dispatchers. It comes with a front panel equipped with a LCD display, numeric keypad, programmable buttons, VU meter, internal local speaker, auxiliary display, keyload port, IV&D port, and a myriad of ports for additional control and programming. It also has a dedicated logging port for use with logging recorders.



The control station will be connected to a GGM 8000 as an interface to mutual aid audio or other systems, enabling dispatchers to communicate with field users on the control station via the MCC 7500 console. In the unlikely event that the dispatch center loses connectivity to the system core, dispatchers can also continue to use their consoles to communicate with field users via the control stations.

The control stations come with an antenna system that includes a 8-channel 700/800 MHz control station combiner, transmit/receive antenna, and RF cabling. The antenna system is connected to the control station via the control station combiner.

### Instant Recall Recorder

The Dual Instant Recall Recorder (IRR) software allows users to record two channels, radio, telephone, radio and telephone conversations, digitally on a personal computer. The system uses an individual PC where the



recording files are stored on the PC's hard drive. The Instant Recall Recorder keeps a database of all recordings, which allows for convenient "point and click" search and playback of any recordings. Once the software is installed on your PC, the functions are controlled through a Graphical User Interface (GUI) icon.

In addition, the Instant Retrieval Recorder has numerous special features; such as the ability to attach text documents to recordings, a security system, multiple playback (which allows the user to playback more than one recording at the same time), and real time audio monitor (which allows the user to listen to the last ten minutes of a recording in progress without being required to stop recording to be able to listen).

The Instant Retrieval window allows the user to immediately access the recordings. The Instant Retrieval window initially opens on the newest recordings, but allows access to any recordings on the system. The recording can also be saved to the .WAV file that the user specifies. This is useful if the user wants to save a specific recording to a CD or hard disk.



# Implementation Plan

## STATEMENT OF WORK

Motorola will install and configure the proposed equipment. Table 2 - 1 describes the tasks involved with installation and configuration.

Table 2- 1: Project Tasks and Responsibilities

Tasks		Motorola	TheCity of Lake Worth
<b>+ Kickoff and Team Creation</b>			
X	Assign a Project Manager as a single point of contact.	✓	✓
X	Conduct Kickoff meeting.	✓	✓
Defined Project Team			
<b>+ Design Review</b>			
X	Review the operational requirements.	✓	
X	Discuss the proposed cutover plan.	✓	
X	Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.	✓	
X	Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.	✓	✓
X	Conduct site evaluations to capture site details of the system design and to determine site readiness.	✓	
X	Determine each site's ability to accommodate proposed equipment based upon physical capacity.	✓	
X	Submit design review documents for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.	✓	
X	Approve design review documents.		✓
Design review document delivered to and approved.			
<b>+ Equipment Order and Manufacturing</b>			
X	Process equipment order.	✓	
X	Manufacture equipment.	✓	
Equipment ordered and manufactured ready to ship to destination			
<b>+ System Staging</b>			
X	Set up and rack the system equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	✓	
X	Label the cables with to/from information to specify interconnection for field installation and future servicing needs.	✓	





X	Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	✓	<input type="checkbox"/>
X	Assemble required subsystems to assure system functionality.	✓	<input type="checkbox"/>
X	Power up, program, and test all staged equipment.	✓	<input type="checkbox"/>
X	Confirm system configuration and software compatibility to the existing system.	✓	<input type="checkbox"/>
X	Complete programming of the fixed network equipment and consoles.	✓	<input type="checkbox"/>
X	Perform factory acceptance test.	✓	<input type="checkbox"/>
Factory acceptance test completed and equipment shipped to the field			
<b>+ Equipment Shipment and Storage</b>			
X	Ship all equipment to the field.	✓	<input type="checkbox"/>
X	Provide secure warehousing for Motorola-provided equipment, at a location central to the sites.	✓	✓
X	Coordinate receipt of Motorola-provided equipment.	✓	✓
X	Receive Motorola-provided equipment and store in warehouse.	✓	<input type="checkbox"/>
X	Inventory Motorola-provided equipment.	✓	<input type="checkbox"/>
Equipment received and ready for installation			
<b>+ Site Access</b>			
X	Provide Site Access.	<input type="checkbox"/>	✓
X	Provide necessary buildings, equipment shelters, and towers for installation of the new equipment.	<input type="checkbox"/>	✓
X	Ensure adequate electrical power in proper phase and voltage at the sites.	<input type="checkbox"/>	✓
X	Ensure that sites meet space, grounding, power, and connectivity requirements for installation of equipment as required by R56 standards.	<input type="checkbox"/>	✓
X	Obtain all licensing and permitting for sites.	<input type="checkbox"/>	✓
Access, permitting, and licensing for sites of equipment installation			
<b>+ General Equipment Installation</b>			
X	Deliver equipment from warehouse to site.	✓	<input type="checkbox"/>
X	Provide network link resources for console connectivity to master site.	<input type="checkbox"/>	✓
X	Verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.	✓	<input type="checkbox"/>
X	Provide any required system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links or other types of connectivity.	<input type="checkbox"/>	✓
X	Install and brace equipment racks in accordance with R56 standards and state/local codes.	✓	<input type="checkbox"/>
X	Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	✓	<input type="checkbox"/>
X	Ensure that Type 1 and Type 2 AC suppression is installed to provide protection to the fixed network equipment and console operator positions.	<input type="checkbox"/>	✓
X	Install and terminate all power cabling from AC-powered equipment to surge suppression panel at the top of the rack.	✓	<input type="checkbox"/>



X	Connect the appropriate equipment to the ground system in accordance with Motorola's R56 Site Installation standards.	✓	<input type="checkbox"/>
X	Apply Motorola-provided labeling to field installed equipment, racks, and cables.	✓	<input type="checkbox"/>
X	Perform preliminary audit of installed equipment to ensure compliance with requirements.	✓	<input type="checkbox"/>
X	Installation and performance of equipment and work not provided by Motorola.	<input type="checkbox"/>	✓
X	Coordinate activities of Motorola subcontractors.	✓	<input type="checkbox"/>
X	Coordinate activities of non-Motorola subcontractors.	<input type="checkbox"/>	✓
All equipment installed and ready for optimization			
+ Console Installation			
X	Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.	<input type="checkbox"/>	✓
X	Connect console to circuit demarcation points.	✓	<input type="checkbox"/>
X	Ensure existing conventional stations are configured for 4 wire operation.	✓	<input type="checkbox"/>
X	Install PC workstation w/ keyboard and mouse, and monitor.	✓	<input type="checkbox"/>
X	Install a Voice Processor Module (VPM), two speakers, dual PTT footswitch, and gooseneck microphone in accordance with R56 Standards per position on desktop surface.	✓	<input type="checkbox"/>
X	Install all associated cabling in appropriately-sized split loom.	✓	<input type="checkbox"/>
X	Install extension jumpers for mouse, keyboard, and monitor.	✓	<input type="checkbox"/>
X	Install two headset jacks per position.	✓	<input type="checkbox"/>
X	Install 1 new equipment racks.	✓	<input type="checkbox"/>
X	Install a dedicated Local Area Network (LAN) to connect the proposed console positions.	✓	<input type="checkbox"/>
X	Develop templates for console programming.	✓	<input type="checkbox"/>
X	Perform console programming.	✓	<input type="checkbox"/>
Console equipment installed and accepted			
+ Console Installation			
	Specify frequencies for proposed consolettes and obtain FCC licenses as necessary.		
X	Note: Motorola is only responsible for interference caused by Motorola-provided transmitters to the Motorola-provided receivers. Should the proposed equipment experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.	<input type="checkbox"/>	✓
X	Develop consolette programming template.	✓	✓
X	Determine consolette locations.	✓	✓
X	Provide antenna-mounting location at each of the RF consolette point specified, while providing an adequate means of feed-line routing and support.  Note: Motorola assumes that there will be good RF coverage where the consolettes are installed. No coverage guarantees are included with this offering.	<input type="checkbox"/>	✓



X	Install RF local consolettes identified in the equipment list. Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).	✓	<input type="checkbox"/>
X	Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.	✓	<input type="checkbox"/>
X	Supply a dedicated 115 VAC grounded electrical outlet rated at 15 A to power the consolette and remote control device. Provide an outlet within 6 feet of the unit.	<input type="checkbox"/>	✓
X	Supply a ground point of 5 ohms or less located in the immediate vicinity (within six feet) of the finalized location of the antenna and consolette.	<input type="checkbox"/>	✓
X	Program all consolettes according to the developed programming template, prior to delivery.	✓	<input type="checkbox"/>
Consolette equipment installed and accepted			
<b>+ System Optimization</b>			
X	Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	✓	<input type="checkbox"/>
X	Verify that all audio and data levels are at factory settings.	✓	<input type="checkbox"/>
X	Verify communication interfaces between devices for proper operation.	✓	<input type="checkbox"/>
X	Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	✓	<input type="checkbox"/>
X	Set up the consoles to perform dispatching operations on the radio system.	✓	<input type="checkbox"/>
Completion of system optimization			
<b>+ Functional Testing</b>			
X	Verify the operational functionality and features of the consoles and the system supplied by Motorola, as contracted.	✓	<input type="checkbox"/>
X	Witness the functional testing.	<input type="checkbox"/>	✓
X	If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.	✓	<input type="checkbox"/>
X	Document the results of the acceptance tests and present for review.	✓	<input type="checkbox"/>
X	Review and approve final acceptance test results.	<input type="checkbox"/>	✓
Successful completion of functional testing, approval of functional testing, and System Acceptance			
<b>+ Cutover</b>			
X	Develop a mutually agreed upon cutover plan based upon discussions held during the Design Review.	✓	✓
X	Conduct cutover meeting with user group representatives to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	✓	<input type="checkbox"/>
X	Notify the user groups affected by the cutover (date and time).	<input type="checkbox"/>	✓
X	During cutover, follow the written plan and implement the defined contingencies, as required.	✓	<input type="checkbox"/>
X	Conduct a roll call of all users working during the cutover, in an organized and methodical manner.	<input type="checkbox"/>	✓
X	Provide Motorola with the subscriber information for input into the system data base and activation, as required.	<input type="checkbox"/>	✓





Successful migration from old system to new system		
+ Finalize Documentation		
X	Provide an electronic as-built system manual on CD. The documentation will include the following: •System, site, and rack diagrams •Equipment inventory list •Functional acceptance test plan test sheets and results •Console programming template •Service and operator manuals Documentation will be delivered in Adobe PDF format.	<div> <input checked="" type="checkbox"/> </div> <div> <input type="checkbox"/> </div>
X	Receive and approve documentation.	<div> <input type="checkbox"/> </div> <div> <input checked="" type="checkbox"/> </div>
X	Execute Final Project Acceptance.	<div> <input checked="" type="checkbox"/> </div> <div> <input checked="" type="checkbox"/> </div>
All required documents are provided and approved. Final Project Acceptance		



# Lifecycle Support Services

In addition to the standard warranty, Motorola is including customized services during the warranty, as summarized in Table 3- 1. Upon request, Motorola will provide detailed statements of work that fully describe these proposed services.

A description of the proposed services are included in this section.

**Table 3- 1: Overview of Proposed Services**

Service Description:	Warranty Period	Post Warranty Period
Technical Support	Included	Included 4 Years
Infrastructure Repair with Advanced Replacement	Included	Included 4 Years
Onsite Infrastructure Response	Included	Included 4 Years
Preventive Maintenance	Included	Included 4 Years
Dispatch and Incident Management	Included	Included 4 Years
Network Monitoring	Included	Included 4 Years
Security Monitoring	Included	Included 4 Years
Security Update Service	Included	Included 3 Years
System Upgrade Agreement II	Included	Included 4 Years

## Technical Support

Technical support provides centralized remote telephone support for technical issues through the experienced system technologists at Motorola's Solutions Support Center (SSC). Once The City of Lake Worth's personnel call for support, a support case will be opened and logged. The SSC technologists will use their experience, a consolidated solutions database, in-house test labs, and development engineers to ensure the rapid resolution of the issue. Incident management and escalation procedures are in place to ensure that contracted response and restore times are met. Since each incident is monitored and recorded, the resulting metrics can be analyzed to ensure ongoing system performance.

## Infrastructure Repair with Advanced Replacement

Infrastructure Repair with Advanced Replacement provides for expedited replacement of the equipment in the proposed solution, whether it is manufactured by Motorola or by another vendor. When a component fails, Lake Worth will be able to request a replacement and have it shipped immediately for use in the system, prior to sending the faulty component to Motorola for repair. When requesting a replacement component, Lake Worth can choose to either keep the replacement component or send it back to Motorola once the original failed component is repaired and returned. Motorola will pay two-way shipping on all components shipped through this service.



## Onsite Infrastructure Response

Onsite Infrastructure Response provides local qualified technicians who arrive at your location to diagnose and restore the system. Following proven response and restore processes, Motorola's Call Center contacts the local authorized service center in The City of Lake Worth's area and dispatches a qualified technician. Our case management and escalation process ensures that arrival of the technician on-site and system restoration comply with contracted response times. If the technician is unable to resolve the issue on site, the case is escalated to the Solutions Support Center (SSC) or product engineering teams for support as needed.

## Preventive Maintenance

During Preventive Maintenance, Motorola-certified field technicians will inspect The City of Lake Worth's equipment on a routine basis to ensure that the equipment continues to meet original manufacturer's specifications. If a situation warrants it, technicians will be dispatched to perform hands-on examinations and diagnostics. This service will help to detect potential problems before they develop, maximizing equipment performance, reducing the possibility of failures, and prolonging equipment life.

## Dispatch and Incident Management

Dispatch ensures that local, trained and qualified technicians will arrive at the customer's location to diagnose and restore their communications network. When a notification occurs from an automatic alarm or through a scheduled maintenance notification, Motorola's Call Center assigns a number to the incident and triages the issue with the appropriate support team. The Call Center oversees all aspects of the event and incident management process during repair and restoration, tracking open issues to ensure that they are managed to resolution within the required time frame.. This continuous oversight provides a record of events associated with each case that can be presented in the form of incident activity reports. This incident management system can also be accessed remotely via Motorola Online portal.

## Network Monitoring

The Solutions Support Center (SSC) will remotely monitor equipment on a real-time basis for performance, stability, and security, so that personnel don't have to. If remote monitoring detects an event, SSC's technologists will acknowledge the alarm, run remote diagnostic routines, and forwards the incident to the Dispatch Call Center. The system will be continuously monitored in 'high priority' status throughout the troubleshooting and repair process. Many system issues can be resolved remotely through advanced diagnostic services, eliminating the need to dispatch a local technician. If field resources are required to troubleshoot an issue, they will be alerted to specific elements of the problem and informed of the spares/FRUs necessary for replacement. This level of remote diagnostic capability will enable Motorola to restore the system to normal operating condition quickly and efficiently.

## Security Monitoring

Motorola's Security Operations Center (SOC) is a specialized and secured facility that will monitor The City of Lake Worth's equipment for attacks on the system 24x7x365. SOC security analysts use advanced correlation and visualization tools to detect, identify, and respond to any security events. Monthly reporting will keep The City of Lake Worth's informed about network activity, including the number of adverse events and actions taken to mitigate them.



## Security Update Service

Security updates appropriate for the commercial environment are often designed without mission-critical systems in-mind. Motorola will ensure that commercial anti-virus definitions and operating system software patches are compatible with the proposed dispatch consoles. Our expert network security technologists analyze, test, and validate the latest security software updates in a dedicated test lab and will provide <customerNameShort> with regular electronic updates of compatible updates.

## System Upgrade Agreement II

Motorola's system upgrade agreement (SUA II) provides up to one system upgrade of The City of Lake Worth's equipment every two contract years. The SUA II is a complete package of hardware, software and implementation services required to update the proposed dispatch consoles to an eligible system release with an equivalent level of functionality. These system updates will ensure the availability of repair services support to OEM components, optimization of system expansion, and may include operational enhancements if included with a system release upgrade. The SUA service includes the professional implementation services necessary to guarantee that the system upgrades cause minimal interruption to system operation, and as little reliance on The City of Lake Worth's resources as possible.



# PRICING

The following table provides a pricing breakdown for the proposed equipment and services.

## Console Equipment and Services Summary

Equipment	\$ 195,286
Implementation Services	\$ 127,767
Services During the Warranty Period 2017	\$ 0

<b>CONSOLE SYSTEM TOTAL</b>	<b>\$323,053</b>
-----------------------------	------------------

<b>Console System</b>	<b>\$323,053</b>
-----------------------	------------------

## OPTIONAL LIFE-CYCLE SERVICES

Year Maintenance	
- Standard Warranty Services 2018	\$17,984
- Standard Warranty Services 2019	\$18,883
- Standard Warranty Services 2020	\$19,828
- Standard Warranty Services 2021	\$20,819
- System Upgrade Agreement II 2018	\$17,522
- System Upgrade Agreement II 2019	\$17,695
- System Upgrade Agreement II 2020	\$17,869
- System Upgrade Agreement II 2021	\$18,042

The above Life-cycle services, which includes “Standard Warranty Services 2018-2021” and “System Upgrade Agreement II 2018-2021,” are optional and not included in the total below (\$578,043.26). These services may be purchased at any time before the end of the initial Warranty Period.



Police Department - APX6000 Portable Radio					
Qty	Model	Description	LIST UNIT PRICING	HGAC UNIT PRICING	TOTAL PRICING
16	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	\$ 3,026.00	\$2,269.50	\$36,312.00
16	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$ 386.25	\$ 6,180.00
16	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	\$ 90.00	\$ 90.00	\$ 1,440.00
16	Q498AY	ENH: ASTRO 25 OTAR W/MULTIKEY	\$ 740.00	\$ 555.00	\$ 8,880.00
16	Q629AK	ENH: AES ENCRYPTION	\$ 475.00	\$ 356.25	\$ 5,700.00
16	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	\$ 100.00	\$ 75.00	\$ 1,200.00
16	H38BT	ADD: SMARTZONE OPERATION	\$ 1,200.00	\$ 900.00	\$14,400.00
16	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$ 300.00	\$ 225.00	\$ 3,600.00
2	NNTN8860A	CHARGER, SINGLE UNIT, IMPRES 2	\$ 150.00	\$ 112.50	\$ 225.00
16	PMMN4062A	REMOTE SPEAKER MICROPHONE	\$ 117.70	\$ 94.16	\$ 1,506.56
8	PMNN4485A	BATTERY, IMPRES 2 (SPARE)	\$ 127.00	\$ 101.60	\$ 812.80
3	NNTN8844A	MULTI-UNIT CHARGER, IMPRES 2 W/DISPLAY	\$ 1,250.00	\$ 937.50	\$ 2,812.50
16	SVC03SVC0115D	PROGRAMMING	\$ 95.00	\$ 95.00	\$ 1,520.00
		<b>TOTAL</b>	<b>\$ 8,185.70</b>	<b>\$6,197.76</b>	<b>\$84,588.86</b>
Police Department - APX6500 Mobile Radio					
Qty	Model	Description	LIST UNIT PRICING	HGAC UNIT PRICING	TOTAL PRICING
10	M25URS9PW1AN	AXP6500 7/800 MHZ MID POWER MOBILE	\$ 2,438.00	\$ 1,828.50	\$ 18,285.00
10	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$ 386.25	\$ 3,862.50
10	G24AX	INT: 3 YEAR SERVICE FROM THE START LITE	\$ 131.00	\$ 131.00	\$ 1,310.00
10	G298AS	ENH: ASTRO 25 OTAR W/MULTIKEY	\$ 740.00	\$ 555.00	\$ 5,550.00
10	G843AH	ADD: AES ENCRYPTION	\$ 475.00	\$ 356.25	\$ 3,562.50
10	W22BA	ADD: STANDARD PALM MICROPHONE	\$ 72.00	\$ 54.00	\$ 540.00
10	G442AJ	ADD: 05 CONTROL HEAD	\$ 432.00	\$ 324.00	\$ 3,240.00
10	G67BC	ADD: REMOTE MOUNT MID POWER	\$ 297.00	\$ 222.75	\$ 2,227.50
10	G444AE	ADD: APX CONTROL HEAD SOFTWARE	\$ -	\$ -	\$ -
10	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870 MHZ	\$43.00	\$ 32.25	\$322.50
10	B18CR	ADD: AUX SPEAKER 7.5 WATT	\$ 60.00	\$ 45.00	\$ 450.00
10	GA00235AA	ADD: NO GPS ANTENNA NEEDED		\$ -	\$ -
10	G51AU	ENH: SMARTZONE OPERATION	\$ 1,200.00	\$ 900.00	\$ 9,000.00
10	G361AH	ADD: P25 TRUNKING SOFTWARE	\$ 300.00	\$ 225.00	\$ 2,250.00
10	G996AS	ENH: OVER THE AIR PROVISIONING	\$ 100.00	\$ 75.00	\$ 750.00
10	SVC03SVC0115D	PROGRAMMING	\$ 95.00	\$ 95.00	\$ 950.00
10	SVC03SVC0124D	REMOVAL AND INSTALLATION	\$ 250.00	\$ 250.00	\$ 2,500.00
		<b>TOTAL</b>	<b>\$ 5,203.00</b>	<b>\$ 5,480.00</b>	<b>\$ 54,800.00</b>



Fire Department - APX8000 Portable Radio					
			LIST UNIT PRICING	HGAC UNIT PRICING	TOTAL
3	H91TGD9PW6AN	APX8000XE ALL BAND PORTABLE RADIO	\$ 5,983.00	\$ 4,487.25	\$ 13,461.75
3	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$ 386.25	\$ 1,158.75
3	HA00022AE	ADD: 3 YEAR SERVICE FROM THE START LITE	\$ 310.00	\$ 310.00	\$ 930.00
3	QA01427AG	ALT: APX8000 HOUSING, GREEN	\$ 25.00	\$ 18.75	\$ 56.25
3	QA02006AC	ENH: APX8000XE RUGGED RADIO	\$ 800.00	\$ 600.00	\$ 1,800.00
3	H38BS	ADD: SMARTZONE OPERATION	\$ 1,500.00	\$ 1,125.00	\$ 3,375.00
3	Q361AN	ADD; P25 9600 BAUD TRUNKING	\$ 300.00	\$ 225.00	\$ 675.00
3	G996AP	ADD; PROGRAMMING OVER P25 (OTAP)	\$ 100.00	\$ 75.00	\$ 225.00
9	NNTN7624B	IMPRES VEHICULAR CHARGER (FULL KIT)	\$ 429.00	\$ 321.75	\$ 2,895.75
3	NNTN8575A	XE REMOTE SPEAKER MICROPHONE, GREEN	\$ 480.00	\$ 384.00	\$ 2,304.00
1	NNTN8844A	MULTI-UNIT CHARGER, IMPRES 2 W/DISPLAY	\$ 1,250.00	\$ 937.50	\$ 937.50
6	PMNN4504A	BATTERY, RUGGED, IMPRES 2 (SPARE)	\$ 150.00	\$ 120.00	\$ 720.00
3	SVC03SVC0115D	PROGRAMMING	\$ 95.00	\$ 95.00	\$ 285.00
		<b>TOTAL</b>	<b>\$11,937.00</b>	<b>\$ 9,085.50</b>	<b>\$ 28,824.00</b>

Fire Department - APX8500 Mobile Radio					
Qty	Model	Description	LIST UNIT PRICING	HGAC UNIT PRICING	TOTAL PRICING
5	M37TSS9PW1AN	APX8500 ALL BAND MOBILE MID POWER	\$ 4,770.00	\$ 3,577.50	\$17,887.50
5	G806BL	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$ 386.25	\$ 1,931.25
5	G78AT	INT: 3 YEAR SERVICE FROM THE START LITE	\$ 250.00	\$ 250.00	\$ 1,250.00
5	GA00235AA	ADD: NO GPS ANTENNA NEEDED	\$ -	\$ -	\$ -
5	W22BA	ADD: STANDARD PALM MICROPHONE	\$ 72.00	\$ 54.00	\$ 270.00
5	GA01513AA	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	\$ 95.00	\$ 71.25	\$ 356.25
5	G67DF	ADD: REMOTE MOUNT MID POWER	\$ 297.00	\$ 222.75	\$ 1,113.75
5	G51AT	ENH: SMARTZONE OPERATION	\$ 1,500.00	\$ 1,125.00	\$ 5,625.00
5	G831AD	ADD: SPEAKER 15W WATER RESISTANT	\$ 60.00	\$ 45.00	\$ 225.00
5	G361AH	ADD: P25 TRUNKING SOFTWARE	\$ 300.00	\$ 225.00	\$1,575.00
5	G996AS	ENH: OVER THE AIR PROVISIONING	\$ 100.00	\$ 75.00	\$ 375.00
5	G442AJ	ADD: 05 CONTROL HEAD	\$ 432.00	\$ 324.00	\$ 1,620.00
5	G444AH	ADD: APX CONTROL HEAD SOFTWARE	\$ -	\$ -	\$ -
5	SVC03SVC0115D	PROGRAMMING	\$ 95.00	\$ 95.00	\$ 475.00
5	SVC03SVC0124D	REMOVAL AND INSTALLATION	\$ 580.00	\$ 580.00	\$ 2,900.00
		<b>TOTAL</b>	<b>\$ 8,391.00</b>	<b>\$ 7,030.75</b>	<b>\$35,603.75</b>





Public Works- APX4000 Portable Radio					
Qty	Model	Description	LIST UNIT PRICING	HGAC UNIT PRICING	TOTAL PRICING
13	H51UCF9PW6AN	APX4000 7/800 MHZ PORTABLE RADIO	\$ 1,963.00	\$ 1,472.25	\$ 19,139.25
13	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD	\$ 1,570.00	\$ 1,177.50	\$ 15,307.50
13	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	\$ 90.00	\$ 90.00	\$ 1,170.00
13	QA04865AA	ADD: TWO KNOB CONFIGURATION	\$ -	\$ -	\$ -
13	G996AZ	ADD: PROGRAMMING OVER P25 (OTAP)	\$ 100.00	\$ 75.00	\$ 975.00
3	PMPN4174A	SINGLE UNIT CHARGER, IMPRES	\$ 69.25	\$ 51.94	\$ 155.82
13	PMMN4062A	REMOTE SPEAKER MICROPHONE	\$ 117.70	\$ 94.16	\$ 1,224.08
5	NNTN8128BR	BATTERY, IMPRES (SPARE)	\$ 102.00	\$ 81.60	\$ 408.00
2	WPLN4219B	MULTI-UNIT CHARGER, IMPRES, W/DISPLAY	\$ 715.00	\$ 536.25	\$ 1,072.50
13	SVC03SVC0115D	PROGRAMMING	\$ 95.00	\$ 95.00	\$ 1,235.00
		<b>TOTAL</b>	<b>\$ 4,821.95</b>	<b>\$ 3,673.70</b>	<b>\$ 40,687.15</b>

Public Works- APX4500 Mobile Radio					
Qty	Model	Description	LIST UNIT PRICING	HGAC UNIT PRICING	TOTAL PRICING
3	M22URS9PW1AN	APX4500 7/88 MHZ MOBILE RADIO	\$ 1,564.00	\$ 1,173.00	\$ 3,519.00
3	G24AX	INT: 3 YEAR SERVICE FROM THE START LITE	\$ 131.00	\$ 131.00	\$ 393.00
3	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD	\$ 1,570.00	\$ 1,177.50	\$ 3,532.50
3	W22BA	ADD: STANDARD PALM MICROPHONE	\$ 72.00	\$ 54.00	\$ 162.00
3	G66AW	ADD: DASH MOUNT	\$ 125.00	\$ 93.75	\$ 281.25
3	G174AF	ADD: ANT 3DB LOW PROFILE	\$ 43.00	\$ 32.25	\$ 96.75
3	GA00804AA	ADD: APX 02 CONTROL HEAD	\$ 492.00	\$ 369.00	\$ 1,107.00
3	G444AH	ADD: CONTROL HEAD SOFTWARE	\$ -	\$ -	\$ -
3	B18CR	ADD: AUXILARY SPEAKER, 7.5 WATT	\$ 60.00	\$ 45.00	\$ 135.00
3	GA00235AA	NO GPS ANTENNA NEEDED	\$ 0.00	\$ -	\$ 0.00
3	G996BD	ADD: PROGRAMMING OVER P25 (OTAP)	\$ 100.00	\$ 75.00	\$ 225.00
3	SVC03SVC0115D	PROGRAMMING	\$ 95.00	\$ 95.00	\$ 285.00
3	SVC03SVC0124D	REMOVAL AND INSTALLATION	\$ 250.00	\$ 250.00	\$ 750.00
		<b>TOTAL</b>	<b>\$ 4,252.00</b>	<b>\$ 3,495.50</b>	<b>\$ 10,486.50</b>

**Console Total** **\$323,053.00**

**Police Department Total** **\$139,388.86**

**Fire Department Total** **\$64,427.75**

**Public Works Total** **\$ 51,173.65**

**System Total (does not include above-referenced Life-cycle Services)** **\$ 578,043.26**





# Contractual Documentation



## **SYSTEM PURCHASE AGREEMENT (Radio Systems)**

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of June, 2017 by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Texas (“Motorola” or “Seller”) and The City of Lake Worth, a body corporate and politic (“Purchaser”).

### **WITNESSETH:**

WHEREAS, the Purchaser desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Purchaser; and

WHEREAS, Houston-Galveston Area Council (“H-GAC”), acting as the agent for various local governmental entities who are “End Users” under interlocal agreements (including the Purchaser) has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract dated as of May 1, 2015 (the “Contract”), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6 of the Contract, Motorola and Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

- Exhibit A      General Provisions.
- Exhibit B      Motorola Software License Agreement.
- Exhibit C      Technical and Implementation Documents all dated April 28, 2017.
- Exhibit D      Motorola/H-GAC Contract dated May 1, 2015.
- Exhibit E      Warranty and Maintenance Plan and Service Terms and Conditions (if applicable).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### **Section 1      SCOPE OF WORK**



A. Motorola shall furnish all of the equipment and software as outlined in Exhibit C and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B. In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement:

(1) Provide a designated Project Director.

(2) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola and have such facilities available for installation of the equipment to be installed.

(3) Provide adequate telephone or other communications lines (including modem access and adequate interfacing networking capabilities) for the installation, operation and support of the equipment.

(4) Provide adequate space, air conditioning and other environmental conditions, and adequate and appropriate electrical power outlets, distribution, equipment and connections for the installation, operation and support of the equipment.

(5) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

## **Section 2 SITES**

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola and set forth in Exhibit C. In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser. If any price or schedule adjustments are necessary as a result of these new or replacement sites, such adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions.

## **Section 3 SUBSURFACE/STRUCTURAL CONDITIONS**

This Agreement is predicated upon normal soil conditions defined by E.I.A. standard RS-222 (latest revision). Should Motorola encounter subsurface, structural, adverse environmental and/or latent conditions at any site differing from those indicated on the specifications, or as used in the preparation of the bid price, the Purchaser will be given immediate notice of such conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall promptly investigate the conditions and, if found to be different, will adjust the plans and/or specifications as may be necessary. Any changes that cause an adjustment in the contract price or in time required for the



performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions.

#### **Section 4 PERIOD OF PERFORMANCE**

A. Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within the time interval specified in Exhibit C (if applicable). A more detailed timeline shall be provided to Purchaser after the design review and customer kick-off meeting.

B. Whenever a party knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, the party shall within thirty (30) days give the other party notice thereof and may request an extension of time to perform the work.

C. In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that Purchaser will accept shipment, and make payment as required by this Agreement.

D. It is also agreed that equipment shipping dates reflected in this Agreement are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

#### **Section 5 ACCEPTANCE CRITERIA**

A. Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems or phases of the System, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems or phases. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Purchaser and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

B. Motorola agrees to notify Purchaser when the Communications System is ready for acceptance testing. Motorola and Purchaser agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Purchaser or its employees, contractors, agents or consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.

C. Motorola may, but is not obligated to, issue written authorization for Purchaser to use the Communications System or its subsystem(s) for limited training or testing purposes, prior to the



completion of testing by Motorola. Any use of the Communications System without prior written authorization by Motorola shall constitute System Acceptance.

## **Section 6      PAYMENT SCHEDULE**

A.      Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of (\$578,043.26), which includes the H-GAC administration fee. The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit "C".

B.      Payments to Motorola shall be made according to the following milestones:

1.      20% of the total contract price is due when Purchaser executes this Agreement;
2.      60% of the total contract price will be invoiced immediately after the Equipment is shipped from Motorola's facilities;
3.      10% of the total contract price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and
4.      10% of the total contract price will be invoiced immediately after System Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

C.      In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement. Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser.

D.      Payments to Motorola shall be made as follows:

- (i)      Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.
- (ii)      Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E.      Motorola will pay H-GAC's administrative fee in accordance with the payment terms of Motorola/H-GAC Contract dated May 1, 2015.

F.      TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the date as set forth above and continues until the date of Final Project Acceptance or expiration of the Warranty



Period, whichever occurs last.

## **Section 7 PROJECT MANAGEMENT**

A. If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

## **Section 8 NOTICE ADDRESSES**

A. Motorola Solutions, Inc.  
500 W. Monroe Street, 43rd Floor  
Chicago, IL 60661  
Attn.: Law Department

B. <customer notice address>

C. Houston-Galveston Area Council  
3555 Timmons Lane, Suite 120  
Houston, Texas 77027  
Attn.: Public Services Manager

## **Section 9 ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

The main body of this System Purchase Agreement.

Exhibit A General Provisions.

Exhibit B Motorola Software License.

Exhibit C Technical and Implementation Documents

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable)

Exhibit D Motorola/H-GAC Contract dated May 1, 2015



## **Section 10     DISPUTES**

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Motorola and the Purchaser will bear their own costs but will share the cost of the mediation equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure (“ADR”).

This Agreement is fully performable in Tarrant County, Texas. Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Tarrant County, Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. All communications pursuant to the mediation will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

## **Section 11     SEVERABILITY**

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

## **Section 12     HEADINGS AND SECTION REFERENCES**

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.

## **Section 13     SURVIVAL OF TERMS**

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 6 (Payment Schedule) if any payment obligations exist; Section 9 (Order of Precedence); Section 10 (Disputes); Section 11 (Severability); Section 12 (Headings and Section References); Section 13 (Survival of Terms) and Section 14 (Full Agreement).

## **Section 14     FULL AGREEMENT**



This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties. The preprinted terms and conditions found on any Purchaser purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs that document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

**MOTOROLA SOLUTIONS, INC.**

**PURCHASER**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Jessica Pourciau)

Name: \_\_\_\_\_  
(Print - Block Letters)

Title: \_\_\_\_\_  
(Area Sales Manager)

Title: \_\_\_\_\_  
(Print - Block Letters)

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

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





**EXHIBIT A  
GENERAL PROVISIONS  
MOTOROLA SOLUTIONS, INC.**

**Section 1      STANDARDS OF WORK**

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

**Section 2      TAXES**

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

**Section 3      SHIPPING, TITLE AND RISK OF LOSS**

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

**Section 4      CHANGES IN THE WORK**

A.      The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or reductions or additions to, portions of the equipment or work, or changes in method of shipment or packaging and place of delivery.

B.      If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.



## **Section 5      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, is limited to the price of the particular products or services sold hereunder with respect to which losses or damages are claimed. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action shall be brought for any breach of this contract more than two (2) years after the accrual of such cause of action except for money due upon an open account.

## **Section 6      EXCUSABLE DELAYS**

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

## **Section 7      DEFAULT**

A. If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions) and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for a default by Purchaser for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Purchaser is the defaulting party, Motorola may stop work on the project until it approves the Purchaser's cure plan.

B. If a defaulting party fails to cure the default as provided above in Section 7.A, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting party will promptly return to the non-defaulting party any of its confidential information. If Purchaser is the non-defaulting party, terminates this Agreement as permitted by this Section, and completes the System through a third party, Purchaser may as its exclusive



remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the contract price. Purchaser will mitigate damages and provide Motorola with detailed invoices substantiating the charges. Notwithstanding the foregoing, in the event that Purchaser is not able to complete the System to a capability not exceeding that specified in the Agreement using commercially reasonable efforts, and such inability prevents Purchaser from fully utilizing the equipment as described in Exhibit C, Purchaser may package and return the equipment provided by Motorola, and Motorola agrees to return to Purchaser all monies paid to Motorola by the Purchaser. IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## **Section 8 DELAYS BY PURCHASER**

If the Purchaser is responsible for delays in the schedule set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays if Motorola requests compensation. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges, but Motorola shall have the obligation to mitigate its damages. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense. Such delays will be subject to an Agreement addendum as described in Section 4.

## **Section 9 LICENSES/AUTHORIZATION**

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

## **Section 10 INDEMNIFICATION**

Motorola agrees to and hereby indemnifies and saves Purchaser harmless from all liabilities, judgments, costs, damages and expenses, including reasonable attorneys' fees, which may accrue against, be charged to, or recovered from the Purchaser by reason of or on account of damage to the tangible property of the Purchaser or the property of, injury to, or death of any person, to the extent and in the proportion that such damage or injury is caused by Motorola's negligent acts or omissions or that of its employees, subcontractors, or agents while on the premises of the Purchaser during the delivery and installation of the communications equipment.

## **Section 11 WARRANTIES**

A. WARRANTY PERIOD. Upon System Acceptance, the System Functionality



representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance (“Warranty Period”) in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. **SYSTEM FUNCTIONALITY.** Motorola represents that the Communications System will satisfy the functional requirements in Exhibit C. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below and the Software Warranty set forth in the Software License Agreement will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola’s control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C; v) any other act of parties who are beyond Motorola’s control, including Purchaser or its employees, contractors, consultants or agents.

C. **EQUIPMENT WARRANTY.** Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola’s liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

#### THIS WARRANTY DOES NOT APPLY TO

- a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.
- b) Defects or damage occurring from misuse, accident, liquids, neglect or acts of God.
- c) Defects or damage occurring from testing, maintenance, installation,



alteration, modification, or adjustment not provided by Motorola pursuant to this System Purchase Agreement.

- d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.
- e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.
- f) Equipment that has had the serial number removed or made illegible.
- g) Batteries (because they carry their own separate limited warranty).
- h) Freight costs to the repair depot.
- i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.
- j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.
- k) Software.
- l) Normal or customary wear and tear.

D. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES FOR BREACH OF WARRANTY IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR



CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

## **Section 12      CONFIDENTIAL INFORMATION**

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and/or CONFIDENTIAL will be released as necessary under the following conditions:

- (1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.
- (2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.
- (3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

## **Section 13      SOFTWARE LICENSE**

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software pursuant to the Software License Agreement, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply and the copyright owner will have all of Motorola's rights and protections under the Software License Agreement.

## **Section 14      PATENT INDEMNIFICATION**

A. Motorola will defend at its expense any suit brought against Purchaser to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Purchaser promptly notifying Motorola in writing of the Infringement





Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Purchaser providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Purchaser by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

B. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Purchaser the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Purchaser a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

C. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Purchaser's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Purchaser to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Purchaser extend in any way to royalties payable on a per use basis or the Purchaser's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Purchaser from sales or license of the infringing Motorola Product.

D. This Section 14 provides Purchaser's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Purchaser has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 5.

## **Section 15      DISCLAIMER OF PATENT LICENSE**

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.



## **Section 16      WAIVER**

Failure or delay on the part of Motorola or Purchaser to exercise a right or power hereunder shall not operate as a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

## **Section 17      GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.

## **Section 18      ASSIGNABILITY**

Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Purchaser. In addition, in the event Motorola separates one or more of its businesses (each a “Separated Business”), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a “Separation Event”), Motorola may, without the prior written consent of the other party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement..

## **Section 19      SURVIVAL OF TERMS**

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 2 (Taxes); Section 5 (Limitation of Liability); Section 7 (Default); Section 10 (Indemnification); Subsection 11.F (Disclaimer of Implied Warranties); Section 12 (Confidential Information); Section 13 (Software License); Section 14 (Patent Indemnification); Section 16 (Waiver); Section 17 (Governing Law) and Section 19 (Survival of Terms).

## **Section 20      ADMINISTRATOR LEVEL ACCOUNT ACCESS**

Motorola will provide Purchaser with Administrative User Credentials. Purchaser agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Purchaser is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Purchaser may be asked to provide valid Administrative User Credentials when in contact with Motorola System





support. Purchaser understands that changes made as the Administrative User can significantly impact the performance of the System. Purchaser agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Purchaser and Purchaser will pay Motorola on a time and materials basis for resolving the issue.

## **Section 21      MAINTENANCE SERVICE**

If this Agreement contains a Warranty and Maintenance Plan, then, during the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the Warranty and Maintenance Plan and Service Terms and Conditions. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services during the Warranty Period, or any maintenance and support services after the Warranty Period, the description of and pricing for such services will be set forth in a separate document. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to such maintenance and support will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.



## **Exhibit B**

### **Software License Agreement**

This Exhibit B, Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and The City of Lake Worth ("Licensee").

For good and valuable consideration, the parties agree as follows:

#### **Section 1        DEFINITIONS**

1.1        "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2        "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3        "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4        "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5        "Primary Agreement" means the agreement to which this exhibit is attached.

1.6        "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7        "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### **Section 2        SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

#### **Section 3        GRANT OF LICENSE**

3.1.       Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined



in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

#### **Section 4            LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must



be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this



warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

**6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8 TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).



## **Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS**

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

## **Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and confidential information and are Motorola's trade secrets. Licensee will not disclose the Software and Documentation to any third party except as permitted by this Agreement, as required by law, or expressly in writing by Motorola. Licensee will take necessary and appropriate precautions to maintain the confidentiality and guard against the unauthorized disclosure of the Software and Documentation. Licensee will limit access to the Software and Documentation only to Licensee's employees who "need to know" and are authorized to use the Software and Documentation as permitted by this Agreement.

## **Section 11 LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12 NOTICES**

Notices are described in the Primary Agreement.

## **Section 13 GENERAL**

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.





13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



**Exhibit C**

**Technical and Implementation Documents**





## Exhibit D

### Motorola/H-GAC Radio Communications Equipment & Systems Agreement



## **Exhibit E**

### **Service Terms and Conditions**

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

#### **Section 1 APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer maintenance, support and/or other services.

#### **Section 2 DEFINITIONS AND INTERPRETATION**

2.1 "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

#### **Section 3 ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

#### **Section 4 SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for the additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove that Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

#### **Section 5 EXCLUDED SERVICES**

TheCity of Lake Worth  
MCC 7500 Consoles  
Proposal Number: 042817-02



Motorola Solutions Confidential/Restricted

April 28, 2017

Use or disclosure of this proposal is subject  
to the restrictions on the cover page.

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

## **Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## **Section 7 CUSTOMER Contact**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## **Section 8 PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

## **Section 9 WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## **Section 10 DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

## **Section 11 LIMITATION OF LIABILITY**



Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) years after the accrual of such cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## **Section 12 EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writing unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## **Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

## **Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

## **Section 15 COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.



## **Section 16 MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

## **Section 17 GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Exclusive venue for any action concerning this Agreement shall be in Tarrant County, Texas.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

### **17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.**

17.6. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.







## Motorola Radio Presentation

# History

---

- Current Radio System & Costs
- Proposed Motorola System & Costs
- Grant Funding – Tarrant County 911
- Administration/Police/Fire Request

# Costs of Current System

---

	FY ACTUAL
FY 2013	\$140,546
FY 2014	\$60,349
FY 2015	\$12,803
FY 2016	\$15,175
Total	\$228,873



# Proposed Motorola P25 System

---

- Motorola Equipment –
  - APX 6000 ( handheld) AXP 6500 (mobile units) – Police Department
    - MCC 7500 Dispatch Consoles x2 – Communications Division
  - APX 8000XE (handheld) AXP 8500 (mobile units) – Fire Department
  - APX 4000 (handheld) AXP 4500 (mobile units) – Public Works
- The Motorola solution includes a combination of hardware, software and services to the City of Lake Worth.
- The 2 MCC 7500 consoles will connect to existing control stations and allow for communications on the City of Fort Worth system via a wireline connection.
- Pricing is secured through HGAC Contract RA05-15

# Costs of Motorola P25 System

---

	FY ACTUAL
Police	\$139,389
Communications	\$323,053
Fire	\$64,428
Public Works	\$51,174
Total	\$578,044

\*\*Costs broken down by Department\*\*



# Grant Funding

## Tarrant County 911

---

- The Mission of Tarrant County 911 is to provide reliable, accurate, responsive, and effective emergency communication networks to our member jurisdictions ensuring the protection of life and property for citizens of our community.
  - On April 17, 2017 the Tarrant County 911 Board approved an expenditure in the amount of **\$322,453.00** for the purchase of **two (2) MCC 7500 Dispatch Consoles** for the City of Lake Worth.
  - Tarrant County 911 supports improvement for interoperability for member cities and a Regional Radio System.

# Administration/Police/Fire Request

---

- Accept grant funding from Tarrant County 911 in the amount of \$322,453.00
- Purchase additional equipment, as identified in contract documents, from Motorola
- Participate in the Trunked Radio System through an ILA with the City of Fort Worth
  - This relieves COLW from maintaining antenna and repeaters in house.



# Costs of Motorola P25 System

---

	FY ACTUAL
Police	\$139,389
Communications (Grant Funding)	\$0
Fire	\$64,428
Public Works	\$51,174
Total	\$254,991

\*\*Costs broken down by Department\*\*

Funding for this purchase is proposed from Reserve Fund Balance

# Questions?

---



**Agenda Item No. F.6**

---

**From:** Stacey Almond, City Manager

**Item:** Discuss and consider a Communications System Agreement with the City of Fort Worth to participate in the Trunked Voice Radio System and authorize the City Manager to execute same.

**Summary:**

This agreement is necessary to participate in the Trunked Voice Radio System through the City of Fort Worth. This agreement will provide the City of Lake Worth the ability to have interoperable communications on the trunked system which facilitates, enhances and simplifies the radio communication program. By connecting to this radio system, we also benefit from connecting to the site repeater system and the City of Fort Worth Master Switch.

The City of Fort Worth is the holder of the FCC (Federal Communications Commission) license(s) that the radio system uses for its operations. All radios in the trunked system are required to be Project 25 (P25) compliant.

To be a part of the interoperable system the city is required to pay an annual Infrastructure support fee in the amount of \$34 per month, per subscriber radio or console. The cost associated for the City of Lake Worth is the following:

**Subscriber Fees –**

Police Department - \$885

Fire Department - \$510

Public Works Department - \$544

Console Fees - \$68

Total (per month) - \$2,007

Total Annually - \$24,084

**Fiscal Impact:**

Annually - \$24,084

**Attachments:**

1. Communications System Agreement

**Recommended Motion or Action:**

Move to approve a Communications System Agreement with the City of Fort Worth to participate in the Trunked Voice Radio System and authorize the City Manager to execute same.

## **COMMUNICATIONS SYSTEM AGREEMENT**

### **CATEGORY 1 – GOVERNMENT ENTITY**

This **COMMUNICATIONS SYSTEM AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **City of Fort Worth (“Fort Worth” or “CFW”)** acting herein by and through its duly authorized Assistant City Manager, and **City of Lake Worth (“USER”)**, acting herein by and through its duly authorized City Manager, individually referred to as a “party,” collectively referred to herein as the “parties.” The CFW or Fort Worth shall include all employees, directors, officers, agents, and authorized representatives. **USER** shall include all employees, directors, officers, agents, and authorized representatives.

### **RECITALS**

**WHEREAS**, this Agreement is made under the authority of Sections 791.001-791.029, Texas Government Code; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

**WHEREAS**, Fort Worth owns, operates, and maintains Trunked Voice Radio Systems for the purpose of providing Public Safety voice radio communications and is the sole license holder of the CFW Trunked Voice Radio Systems with all privileges and responsibilities thereof.

**NOW THEREFORE**, Fort Worth and **USER** agree as follows:

#### **1. GRANT OF LICENSE**

Fort Worth hereby grants the **USER** specific permission to operate **USER’s** owned or leased field radio equipment or equipment attached and/or interfaced to the CFW Trunked Voice Radio Systems (the “Radio System”) infrastructure in accordance with the specific details and requirements for use as set forth in “**Exhibit A, Terms of Use**,” which is attached hereto, incorporated herein, and made a part of this Agreement for all purposes. Failure to comply with these specific details and requirements may result in the immediate withdrawal of the specified permissions.



## 2. **TERM**

This Agreement shall begin upon the last day executed by all authorized parties and shall continue in full force and effect unless terminated in accordance with the provisions set forth herein and in **Exhibit A**.

## 3. **COMPENSATION**

**USER** shall remit payment to Fort Worth in the amount and manner set forth in **Exhibit A**.

## 4. **LIABILITY**

Each party agrees to be liable for any damages or loss that may be caused by its own negligence, omission or intentional misconduct. For purposes of this Section 4, the term party shall include employees, directors, officers, agents, authorized representatives, subcontractors, consultants, and volunteers of the respective party. Nothing in the performance of this Agreement shall impose any liability for claims against either party other than for claims for which the Texas Tort Claims Act may impose liability.

## 5. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that **USER** shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the CFW. Subject to and in accordance with the conditions and provisions of this Agreement, **USER** shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** acknowledges that the doctrine of *respondeat superior* shall not apply as between the CFW, its employees, directors, officers, agents, and authorized representatives, and **USER** and its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between CFW and **USER**.

## 6. **NON-APPROPRIATION OF FUNDS**

Fort Worth and **USER** will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party's governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

## 7. **RIGHT TO AUDIT**

**USER** agrees that the CFW shall, at no additional cost to the CFW, during and until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of the **USER** involving transactions relating to this Agreement. **USER** agrees

that the CFW shall have access during normal working hours to all necessary **USER** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CFW shall give **USER** reasonable advance notice of intended audits.

## **8. ASSIGNMENT**

**USER** shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the CFW, which such right shall be granted solely at the discretion of the CFW. Any assignment in violation of this provision shall be void.

## **9. NO WAIVER**

The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

## **10. GOVERNMENTAL POWERS/IMMUNITIES**

It is understood and agreed that by execution of this Agreement, neither CFW nor **USER** waives or surrender any of its governmental powers or immunities.

## **11. AMENDMENTS**

No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by both parties.

## **12. SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

## **13. CONFIDENTIAL INFORMATION**

To the extent permitted by law, **USER** for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the CFW relating to the subject matter of this Agreement as confidential ("City Information") and shall not disclose any such information to a third party without the prior written approval of the CFW, unless such disclosure is required by law, rule, regulation, court order, in which event **USER** shall notify CFW in writing of such requirement in sufficient time to allow CFW to seek injunctive or other relief to prevent such disclosure. **USER** shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. **USER** shall notify the CFW immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised.

**14. FORCE MAJEURE**

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state, county, or City government in accordance with applicable law.

**15. NOTICES.**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

City of Fort Worth  
Attn: Susan Alanis, Assistant City Manager  
200 Texas Street  
Fort Worth TX 76102  
Facsimile: (817) 392-8654

City of Lake Worth  
Attn: Stacey Almond, City Manager  
3705 Adam Grubb  
Lake Worth, TX 76135  
Facsimile:

With Copy to the City Attorney  
At same address

**16. GOVERNING LAW / VENUE**

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. In any such action, each party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

**17. SIGNATURE AUTHORITY**

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

**18. ENTIRETY OF AGREEMENT**

This written instrument, including all Exhibits attached hereto, contains the entire understanding and agreement between Fort Worth and **USER** as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. Any previously executed Communication System Agreement between the parties shall be terminated simultaneously with the final execution of this Agreement by both parties.

**19. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

**EXECUTED IN MULTIPLE ORIGINALS** on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF FORT WORTH:**

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

Susan Alanis  
Assistant City Manager

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

**CITY OF LAKE WORTH:**

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

Stacey Almond  
City Manager

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

**CONTRACT COMPLIANCE MANAGER:**

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

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

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

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

**APPROVED TO FORM  
AND LEGALITY:**

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

Jessica Sangsvang  
Assistant City Attorney

**APPROVED TO LEGALITY:**

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

Drew Larkin  
City Attorney

**ATTEST:**

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

Mary J. Kayser  
City Secretary

**ATTEST:**

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

Monica Solko  
City Secretary

**Form 1295:** \_\_\_\_\_

**Contract Authorization:**

M&C: \_\_\_\_\_

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

## **EXHIBIT A**

### **CATEGORY 1, TERMS OF USE**

The following definitions shall have the meanings set forth below and apply to this Agreement and the Terms of Use set forth herein:

#### **DEFINITIONS**

**“Console System”** shall mean all hardware and software associated with any dispatch console or set of consoles operated by the **USER** that are connected to the CFW Master Switch.

**“Interoperable Communications Governance Committee”** (“Governance Committee”) shall mean that group of individuals tasked with maintaining and administering the Interoperable Communications Plan. The Governance Committee shall consist of ten to fifteen individuals with CFW selecting at least one representative and each classification of users selecting at least one representative. The Governance Committee shall determine and may periodically adjust the number of members and the method for selecting members for each classification of users with a goal of ensuring that the Governance Committee reflects the full range of user types.

**“Infrastructure Support Fee”** shall mean the annual fee charged by CFW to offset costs incurred by the CFW in the operation and maintenance of the Radio System.

**“Interoperable Communications Plan”** (the “Plan”) means the plan developed and established by CFW and the Governance Committee to facilitate, enhance and simplify radio communications among all agencies utilizing the Radio System or connecting their Site Repeater Systems or Console Systems to the CFW Master Switch. The Plan is available upon request from CFW or can be found on the CFW website at <http://fortworthtexas.gov/itsolutions/>.

**“Master Switch”** shall mean the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the Radio System. The Master Switch is currently located at the CFW Eagle Mountain facility.

**“Over The Air Rekeying”** (“OTAR”) shall mean the management and support of Subscriber Radio encryption keys via over-the-air, radio channel transmission.

**“OTAR Administration Fee”** shall mean the annual fee charged by CFW to offset costs incurred by the CFW in the management and support of Subscriber Radio encryption keys administered through the Radio System’s OTAR functions.

**“Over the Air Programming”** (“OTAP”) shall mean the method of implementing programming changes to Subscriber Radios using the over-the-air data capabilities of the Radio System.

**“Private Call”** shall mean a feature that reserves channel resources specifically for conversations between two Subscriber Radios.

**“Site Repeater System”** shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to the CFW Master Switch.

**“System Upgrade Agreement Fee”** shall mean the annual fee charged by CFW to offset cost charged to CFW by Motorola Solutions for the maintenance of the Software Upgrade Agreement applicable to the **USER’s** Console Systems and Site Repeater Systems.

**“Subscriber Radio”** shall mean a radio that has a unique identification number and is programmed to operate on the Radio System. The term shall include, but not be limited to, control stations (desk top radios), mobile radios, and portable radios.

**“Talk Group”** shall mean a specific group of Subscriber Radios allowed to communicate privately within that group over shared infrastructure resources.

## **TERMS OF USE**

1. The installation and maintenance of the Radio System infrastructure equipment is the responsibility of CFW unless otherwise stated in this Agreement.
2. The CFW is the holder of the FCC (Federal Communications Commission) license(s) that the Radio System uses for its operation. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide **USER** with any rights whatsoever to the CFW FCC license(s) or to the Radio Frequency spectrum used by the Radio System.
3. The CFW makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The **USER** is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for **USER’s** equipment.
4. **USER** will be responsible for the acquisition, programming, and maintenance of all equipment **USER** will be utilizing in connection with the Radio System infrastructure, including, but not limited to, Subscriber Radios, consoles, and special equipment.
5. In order to ensure hardware and software compatibility with the Radio System infrastructure, all Subscriber Radios and consoles intended for use by **USER** on the Radio System shall be compliant with Project 25 standards established by the Telecommunications Industry Association. The use of unauthorized radios on the Radio System may result in suspended operation of the radios and/or termination of the Agreement.
6. **USER** agrees to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of **USER’s** radios. The use of short, broad spectrum, or “stubby,” antennas is not recommended. **USER** shall be solely liable for coverage gaps in the event **USER** utilizes short broad spectrum or stubby antennas or other antennas not approved by the manufacturer for use with the specific models of **USER’s** radios.
7. No antenna gain greater than 3 DB will be allowed for mobiles and consolettes.

8. **USER** shall use due diligence in the maintenance and configuration of its Subscriber Radio equipment to ensure that no **USER** radio or console causes a degradation to the Radio System operation. The CFW shall have the right to remove from operation any field radio unit or equipment owned or leased by **USER** that is operating on, attached and/or interfaced to the CFW infrastructure, if CFW determines in its sole reasonable discretion that such equipment is causing interference or harm to the Radio System in any way. The CFW reserves the right to request that **USER** operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by the CFW. The cost of such testing or repair will be the sole responsibility of **USER**. Furthermore, the CFW shall have the right to deactivate, without prior notification to or consent of **USER**, any field radio or other **USER** equipment suspected of causing interference, intentionally or unintentionally, to any other radios on the Radio System or to the Radio System's overall operation.

9. **USER**'s radios may be used for voice radio communications over the Radio System infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect.

10. The CFW will be responsible for managing infrastructure loading and demand. CFW reserves the right, without notice to incumbent users, to enter into a similar agreement with other entities or to deny the addition of new Subscriber Radio equipment to any user of the Radio System. The CFW shall have sole discretion in determining whether to allow additional users or radios based on CFW's determination of whether such addition to the Radio System can be made without adversely impacting the Radio System.

11. **USER** is prohibited from utilizing telephone interconnect on the Radio System. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or **USER**'s internal phone system(s) through a console patch into the Radio System or to any Subscriber Radio on the Radio System.

12. Due to the radio infrastructure resource allocations required by "Private Call," **USER** is not permitted to utilize "Private Call" on the Radio System.

13. **USER**'s utilization of data communications on the Radio System will be limited to the Radio System's OTAP functions. Performance of data communications over the Radio System is not guaranteed. For programming changes involving more than ten Subscriber Radios, **USER** agrees to coordinate with CFW prior to executing changes to minimize impact on other users and on the Radio System.

14. The use of OTAR in association with Subscriber Radio encryption is prohibited without prior approval of CFW. Administration of encryption keys will be performed exclusively by CFW. **USER** may utilize and administer other encryption methods as required.

15. The CFW will provide **USER** with an Advanced System Key (ASK) for use with the **USER**'s Subscriber Radios only. The ASK will expire annually, and **USER** shall be responsible for requesting a new ASK following expiration if one is required. **USER** will be responsible for



safeguarding the security of the ASK to prevent theft and/or loss. **USER** agrees to notify CFW immediately upon the theft or loss of the ASK.

16. CFW will assign the **USER** Talk Group IDs unique to **USER** operation. All Talk Group names shall include a prefix unique to the **USER's** agency. No other agency will be authorized to use **USER** Talk Groups without the express written permission of **USER**, and a copy of such permission must be on file with the CFW before such use may occur. The CFW reserves the right to require certain Talk Group ID's to be programmed in **USER** radios. Additionally, the CFW shall have the right to limit the number of Talk Group ID's to be used by **USER** and to disable Talk Groups ID's as it deems appropriate.

17. The CFW has established a coordinated Interoperable Communications Plan to apply to CFW and the users of its Radio System. **USER** agrees to participate in the Plan and include the Plan's interoperable Talk Groups in the programming of its Subscriber Radios and Console Systems.

18. Roaming to other systems or the use of **USER's** Talk Groups on other trunked systems that are interconnected to the Radio System is prohibited without prior approval by CFW. Roaming to other trunked systems will be limited to the Radio System's interoperable Talk Groups, although this capability may be terminated by CFW if its use is determined to result in performance degradation to either the Radio System or the interconnected trunked system.

19. **USER** may utilize a Network Management Console (NMC) to manage its own environment. **USER** is responsible for acquiring and maintaining, at **USER's** sole cost, all components required to connect the NMC to the Radio System. The **USER's** NMC must be partitioned in manner to limit access to **USER's** own environment only and to prevent **USER** from viewing, accessing, or making any changes to equipment that is not owned or leased by **USER**. The **USER** must ensure the NMC is located in a secure area. USB ports on the NMC must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. No other software applications may be utilized by the NMC.

20. CFW generally maintains aliases for units operating on the Radio System. If the **USER** has acquired the capability to modify its aliases, it may administer and maintain its own subscriber unit aliases. From that point, **USER** will be responsible for administering and maintaining its own subscriber unit aliases, and the CFW will no longer administer and maintain the **USER's** subscriber unit aliases.

21. USB ports on the **USER's** Console Systems must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. If required, all connectivity between the Console Systems and the Radio System is the responsibility of the **USER**, including software, hardware and carrier services. Associated costs will be incurred by the **USER**. Unless otherwise approved by CFW, connectivity will be achieved through local terrestrial circuit facilities. The use of other connectivity methods, including but not limited to microwave or fiber, must be approved by the CFW. **USER** may incur additional costs from CFW for other connectivity methods.

22. The CFW shall execute with Motorola Solutions a System Upgrade Agreement for the Console Systems and Site Repeater Systems that would be affected by the software upgrades, including those owned (or leased) and operated by the **USER**. Unless the **USER** is notified otherwise by CFW, the software for the Radio System, all Site Repeater Systems and all Console Systems will be upgraded to the current level every two years. The **USER** will provide all reasonable coordination necessary for the upgrade of its Console Systems. **USER** acknowledges that reductions in functionality may occur during the upgrade process.

### **APPLICABLE FEES; TERMINATION; REFUNDS**

23. **USER** shall pay the CFW an annual Infrastructure Support Fee in the amount of **\$34** per month, per Subscriber Radio or console. This fee is payable in advance on an annual basis for all active radio IDs issued to **USER** at the time of the annual billing. Invoicing will occur on a pro-rata basis when new Radio IDs are issued, and thereafter, at the beginning of each CFW fiscal year. There will be no refunds or credits for radios removed from service during the fiscal year.

24. If the **USER** subscribes to OTAR services, the **USER** shall pay the CFW an annual OTAR Administration Fee in the amount of \$1 per month, per Subscriber Radio. This fee is payable in advance on an annual basis for all active radio IDs issued to **USER** at the time of the annual billing. Invoicing will occur on a pro-rata basis when new Radio IDs are issued, and thereafter, at the beginning of each CFW fiscal year.

25. **USER** shall pay the CFW an annual System Upgrade Agreement Fee equal to the amount invoiced to the CFW by Motorola Solutions, Inc., or its successors, for the upgrade of the **USER's** Console Systems and any other component subject to upgrade as a result of the upgrade of the Radio System.

26. CFW shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs incurred by CFW in the operation or maintenance of the Radio System. Any increase in applicable fees will be effective at the beginning of the next CFW fiscal year. CFW shall provide **USER** with 60 days' written notice of any intended fee increase, **provided, however**, that this notice period may be less than 60 days if Motorola Solutions provides CFW with less than 60 days' notice of an increase in the System Upgrade Agreement Fee and such reduced notice period shall not impact **USER's** obligation to pay the increased fee.

27. Either **USER** or CFW may terminate this Agreement for any reason, with or without cause, upon ninety (90) days written notice to the other party. If **USER** terminates, there will be no refunds or credits for any fee. If CFW terminates, CFW will issue a refund to the **USER** of all fees, **except for the System Upgrade Agreement Fee**, which is non-refundable, pro-rated to the end of the current fiscal year. The CFW, in its sole discretion, shall have the right to deny **USER** access to the radio infrastructure and/or the right to terminate the Agreement immediately if **USER** fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due. The CFW further reserves the right to terminate this Agreement immediately, or deny access to the **USER**, upon notice of **USER** misuse of the Radio System. Notwithstanding the foregoing, the CFW, in its sole discretion, reserves the right to immediately deny access to the **USER** if such action is required to prevent the spread of a security breach or threatened

security breach or due to an emergency, operational issue, or other critical incident between the Master Switch and the **USER's** environment. The CFW will use best efforts to restore access to the **USER** as soon as possible once the security breach, emergency, operational issue, or critical incident is resolved. Notwithstanding any other term in this Agreement to the contrary, **USER** will have the right to immediately terminate this Agreement if **USER's** access has not been restored within 5 days after the security breach, emergency, operational issue, or critical incident is resolved.

### **COMPLIANCE WITH LAWS**

28. The **USER** shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The **USER** will also comply with the guidelines, or procedures set out in this Agreement. Furthermore, the **USER** is responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants for **USER** Subscriber Radio equipment. Furthermore, the **USER** will be responsible for payment of any fines and penalties levied against the CFW (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by **USER**.

29. In order to comply with Federal, State, and Local Laws and/ or Mandates, the CFW, as the license holder, may need to act on behalf of the **USER** regarding possible modifications, reconfiguration, or exchange of Subscriber Radio equipment in order to meet these obligations. For as long as this Agreement is in force, the **USER** will allow the CFW to facilitate such activities on **USER's** behalf as necessary.

30. In the instance where **USER** Subscriber Radio equipment is to be replaced in order to be in compliance with Federal, State, and Local Laws and/or Mandates, title and ownership of such replacement Subscriber Radio equipment shall, upon delivery of Subscriber Radio equipment to the **USER's** site, pass directly to the owner of the equipment that is being replaced. The **USER** shall provide the CFW, or its designee, with the Subscriber Radio equipment to be replaced, in good working order, as determined by the CFW or its designee. **USER** shall be liable for payment of any fees associated with radios deemed to be not in proper working order. **USER** shall be liable for payment of any fees associated with upgrades to Subscriber Radio equipment.

[End of Document]

## Lake Worth Regular City Council Meeting – June 13, 2017

### Agenda Item No. F.7

---

**From:** Stacey Almond, City Manager

**Item:** Discussion and provide direction regarding the reallocation of Sale and Use Tax from the Economic Development Corporation and the Street Maintenance Tax to the General Sales Tax.

**Summary:**

Staff made a presentation to City Council on March 28, 2017 regarding the City Sales and Use Tax and the City's options relating to House Bill 157. During the meeting staff recommended the Council take some time to consider the reallocation and present the item at the June regular meeting for further discussion.

House Bill 157, in part, removed the current caps on the dedicated sales taxes including economic development corporations and street maintenance and authorizes a city to hold an election to increase or decrease these dedicated sales and use taxes in any increment of one-eighth of one percent that would not result in a combined rate that exceeds the maximum allowed local and sales use tax rate of two percent.

The next election date is November 7, 2017. The last day to call a special election is August 21, 2017. If an election is called and the proposition passes, the funds would we start being deposited in the General Fund on approximately January 1, 2018.

**Fiscal Impact:**

City of Lake Worth - PROPOSED OPTION A		
City's General Fund	1.75%	\$7,213,675
Economic Development Corp.	0.00%	\$0.00
Street Maintenance	0.00%	\$0.00
Crime Control District	0.25%	\$1,017,341
Total	2.00%	\$8,231,016

**Lake Worth Regular City Council Meeting – June 13, 2017**

**Agenda Item No. F.7**

---

**City of Lake Worth - PROPOSED OPTION B**

City's General Fund	1.625%	\$6,698,412
Economic Development Corp.	0.00%	\$0.00
Street Maintenance	0.125%	\$515,263
Crime Control District	0.25%	\$1,017,341
Total	2.00%	\$8,231,016

**Attachments:**

1. Local Sales and Use Tax presentation
2. Special Election information page

**Recommended Motion or Action:**

Staff has no recommendation at this time.

# Local Sales & Use Tax

City of Lake Worth





# Sales & Use Tax Summary

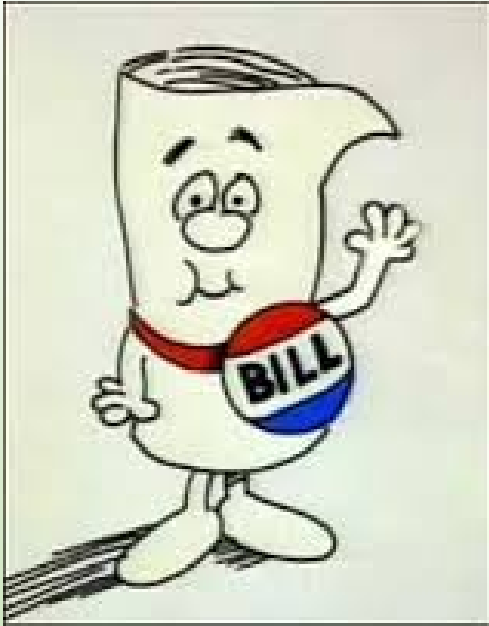
- The state's sales tax rate is 6.25 percent. Cities, counties, and some special purpose districts may impose sales taxes up to an additional two percent. The total sales tax rate **cannot exceed 8.25 percent** in any area.
- In 1967, the legislature provided that the rate of the general revenue sales tax must be set at one percent (1%), and up until September 2015, dedicated sales taxes were capped at certain amounts.
- For example, an economic development corporation sales tax could not exceed one-half of one percent (.50%). Similarly, the street maintenance sales tax could not exceed one-fourth of one percent (.25%).

# Lake Worth Sales & Use Tax Rate

The City of Lake Worth's Sales and Use Tax rate is 8.25% with the City retaining 2% as follows:

City of Lake Worth General Fund	1.0%
Lake Worth Economic Development Corp.	.50%
Lake Worth Street Maintenance	.25%
Lake Worth Crime Control District	.25%





# House Bill 157

- On September 1, 2015, House Bill 157 went into effect which essentially removes the current caps on the dedicated sales taxes and authorizes a city to hold an election to *reallocate sales tax revenue within the two percent local sales tax cap.*
- In a nutshell, the bill allows a city to assess its funding priorities and reallocate the distribution of its general and dedicated sales taxes, so long as the total local tax rate does not exceed two percent.
- Note that H.B. 157 gives cities the ability to hold an election to reallocate or adopt *city* sales taxes. Local sales taxes that have been adopted by other local governments that have overlapping jurisdiction with a city cannot be repealed or reallocated by city action.

# How would the City reallocate sales & use tax revenue?



- To reallocate the distribution of sales and use taxes the City must hold an election to *reallocate sales tax revenue within the two percent local sales tax cap*.
- The next uniform election date is **November 7, 2017**.
- The last day to order a special election for November is **August 21, 2017**.
- Any propositions approved for the reallocation of sales tax revenue would not go into effect until **January 2018**.

# Sales & Use Tax Allocation

## Sales & Use Tax FY 2015-16

City of Lake Worth - CURRENT		
City's General Fund	1.00%	\$4,122,100
Economic Development Corp.	0.50%	\$2,061,050
Street Maintenance	0.25%	\$1,030,525
Crime Control District	0.25%	\$1,017,341
Total	2.00%	\$8,231,016

City of Lake Worth - PROPOSED OPTION A		
City's General Fund	1.75%	\$7,213,675
Economic Development Corp.	0.00%	\$0.00
Street Maintenance	0.00%	\$0.00
Crime Control District	0.25%	\$1,017,341
Total	2.00%	\$8,231,016

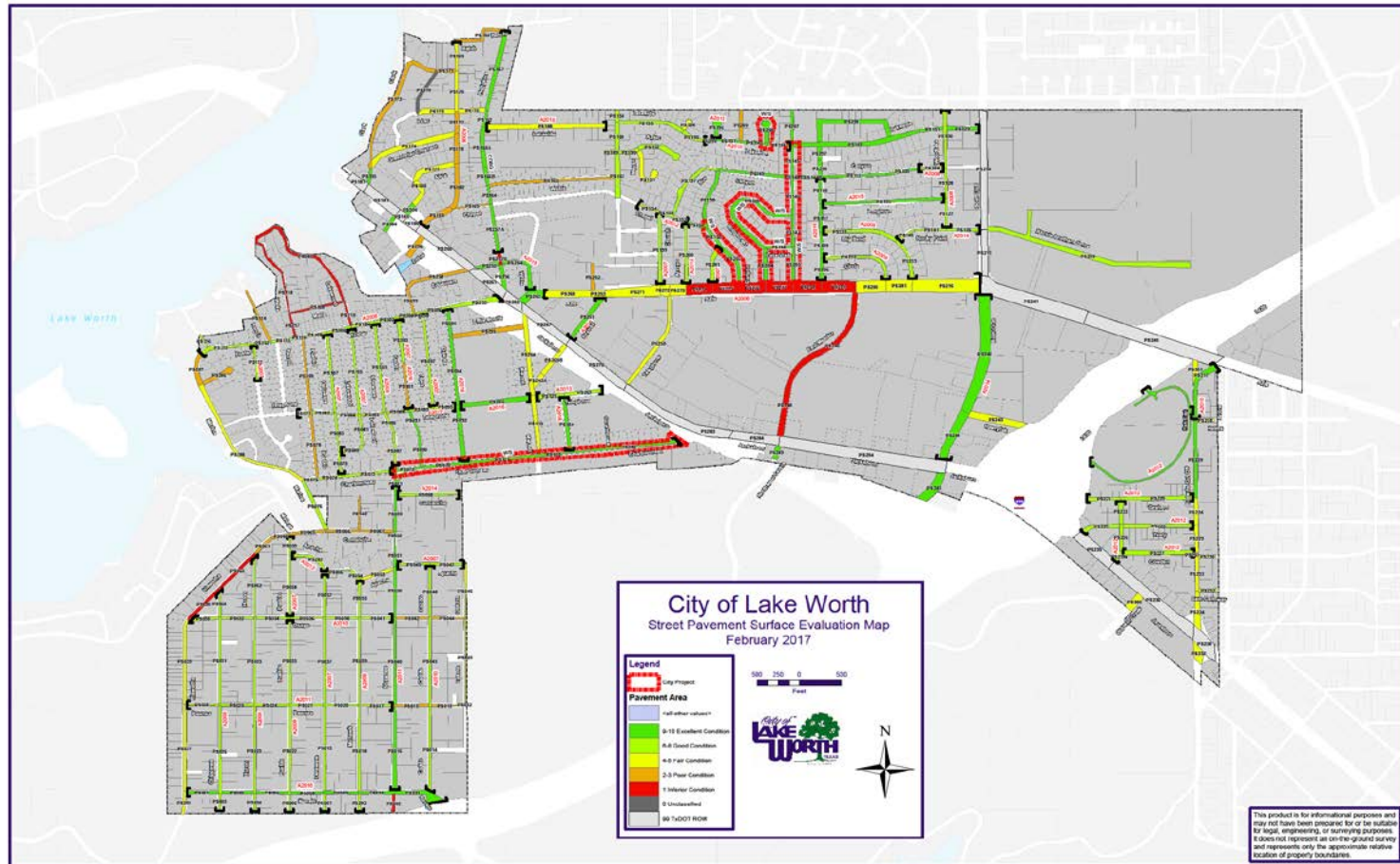
City of Lake Worth - PROPOSED OPTION B		
City's General Fund	1.625%	\$6,698,412
Economic Development Corp.	0.00%	\$0.00
Street Maintenance	0.125%	\$515,263
Crime Control District	0.25%	\$1,017,341
Total	2.00%	\$8,231,016

**\*\*Note:** These estimates are based off total Sales and Use Taxes received in  
FY 15-16

# Lake Worth Economic Development Corporation

- LWEDC is a Type B Economic Development tax. Section 4B tax can be used to fund projects that are typically considered to be community development initiatives. Funds can only be used for authorized categories under Section 4B of the Development Corporation Act. Expenditures by the Economic Development Corporation must be approved by the City Council prior to expenditure.
- LWEDC current Reserve Fund Balance = **\$3,520,068**
- Current Projects Funded by the EDC:
  - Upgraded water line at Lidl (\$92,700); and
  - Stop light upgrade for Landon Banks Enterprises, LLC (amount not to exceed \$20,000)

# Street Maintenance Tax



- Street Maintenance Tax Reserve Fund Balance = \$1,744,917
- Current Projects Funded by the Street Maintenance Tax:
  - Paul Meador (street/curb/gutter); and
  - Pawnee Drive, Wallis, Lakewood Drive and Wells (street only)

# Discussion



## City of Lake Worth Special Election

### Proposition - Reallocation of Sales & Use Taxes

On XXX, the City Council approved an ordinance calling for a special election for the purposes of submitting a proposition for adoption or rejection on the question of reallocating the dedicated sales and uses taxes of the Economic Development Corporation and the Street Maintenance Sales Tax to the General Sales Tax.

#### What is Sales and Use Tax?

The State of Texas imposes a state sales tax of 6.25% on all retail sales, leases and rentals of most goods, as well as taxable services. Cities may impose local sales tax at a rate of up to 2% for a combined state and local tax rate not to exceed 8.25%. State law capped the amounts of the additional sales and use taxes. For example, the rate of the general revenue sales tax was set at 1.0% and dedicated sales taxes such as economic development corporation sales tax could not exceed .50%. Similarly, the street maintenance sales tax could not exceed .25%.

#### What is the City of Lake Worth's Sales and Use Tax Rate?

The City of Lake Worth currently imposes sales and use taxes at the rate of 8.25%, of which 2% is allocated as follows:

- |                                     |      |                                       |      |
|-------------------------------------|------|---------------------------------------|------|
| • City of Lake Worth General Fund   | 1.0% | • Street Maintenance                  | .25% |
| • Community Development Corporation | .50% | • Crime Control & Prevention District | .25% |

#### Why is the City Council calling a special election?

On September 1, 2015, House Bill 157 went into effect which essentially removed the current caps on the general and dedicated sales taxes and authorizes a city to hold an election to *reallocate sales tax revenue within the two percent local sales tax cap*. In a nutshell, the bill allows a city to assess its funding priorities and reallocate the distribution of its general and dedicated sales taxes, so long as the total local tax rate does not exceed 2%.

#### What is the Ballot Language?

*"The abolition of the sales and use tax authorized under The Development Corporation Act of 1979 and Chapters 501, 502 and 505 of the Local Government Code, in the City of Lake Worth, Texas; the adoption of a local sales and use tax in the City of Lake Worth, Texas, at the rate of one-eighth of one percent to provide revenue for maintenance and repair of municipal streets; and the adoption of a local sales and use tax in the City of Lake Worth at the rate of one and five-eighths percent."*

[ ] FOR

[ ] AGAINST

#### Why is the ballot language worded this way?

State law allows for a combined ballot proposition which protects the city's interest by eliminating the risk that one tax will be voted out by the citizens without the other tax being voted in. State legislation governs requirements for the wording of the ballot, which has led to some confusion due to reading **"...and the adoption of a local sales and use tax..."**

The proposition does not call for an increase in the overall sales tax rate. If the proposition is adopted by the voters, there will be **absolutely no increase in the overall sales tax rate**. It will **reduce** the Economic Development Corporation Sales and Use Tax from .50% to .0% and the Street Maintenance Tax from .25% to 0.125% and **increase** the City of Lake Worth General Fund from 1.00% to 1.625%. If the proposition is not adopted, there will be no change in the sales tax rates.

#### What is the Economic Development Corporation Sales Tax and how is it used?

This is a Type B Economic Development Tax Section 4B can be used to fund projects that are typically considered to be community development initiatives. Funds can only be used for authorized categories under Section 4B of the Development Corporation Act. Expenditures by the Economic Development Corporation must be approved by the Town Council prior to expenditure.

The Economic Development Corporation sales and use tax currently generates approximately \$2,100,000 per year.

#### What is Street Maintenance Sales Tax and how is it used?

This tax provides revenue for maintenance and repair of municipal streets. Funds may be used only to maintain and repair municipal streets and sidewalks that existed on the date of the election to adopt the tax. Funds may not be used to build new streets. The Street Maintenance sales and use tax currently generates approximately \$1,030,525 per year.

## Lake Worth Regular City Council Meeting – June 13, 2017

### Agenda Item No. F.8

---

**From:** Stacey Almond, City Manager

**Item:** Discuss and consider sponsorship for the 2017 Charlie Geren Veteran of the Year Award.

**Summary:**

I wanted to take the opportunity to introduce you to the Charlie Geren Veteran Citizen of the Year Award for veterans living in District 99. As a veteran, I believe it's so important to recognize those who have served our county. This award takes it one step further and recognizes veterans for their continued contributions and service to District 99.

Representative Geren has agreed to participate and support the 2017 awards. I think this is a true honor and one the veterans won't forget. I have personally reached out to all the City's within District 99 to help us support this initiative; the response thus far has been fantastic.

The CGCV Award is spearheaded by the City of Lake Worth and the Veterans Coalition of Tarrant County (VETCO); with marketing support from the Northwest Tarrant Chamber of Commerce. VETCO is a 501(c)3 whose mission is to improve the quality of life for service members, veterans, and their families. The change from active duty to veteran status can be challenging and VETCO provides many necessary resources to help make the transition easier for veterans and their families.

The CGCV Award Luncheon is scheduled for Thursday, November 9<sup>th</sup> from 11 a.m. – 1 p.m. The location of the event is currently being considered for either National Hall or the Event Center in White Settlement. The below is a sample agenda:

- Introduction of Distinguished Guests & Sponsors
- Posting of Colors
- Musical Guest
- Lunch is served (plated, sit down)
- Speech from Rep. Geren (or his recommended speaker)
- Presentation of the Charlie Geren Veteran Citizen of the Year Award
- Brief introduction of Veterans present
- Conclusion of event

For this event to take place sponsorship will be necessary from business owners and individuals throughout District 99. Myself, along with the other members of the committee, are currently formulating sponsorship levels, print material, logos, advertising methodology, and the application and selection process.

We have no doubt this event will be successful and emulated by surrounding communities.



**Lake Worth Regular City Council Meeting – June 13, 2017**

**Agenda Item No. F.8**

---

**Fiscal Impact:**

“General” Sponsorship level - \$10,000

(Moving forward this expense would be submitted and incorporated in to the budget process)

**Attachments:**

N/A

**Recommended Motion or Action:**

This item is at the discretion of the City Council.