

3805 ADAM GRUBB LAKE WORTH, TEXAS 76135 TUESDAY, JULY 11, 2017

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

REGULAR MEETING: 6:30 PMHeld 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 June 13, 2017 City Council meeting.

- B.2 Approve minutes of the June 28, 2017 Special City Council meeting.
- B.3 Approve Finance Reports for the month of June 2017.
- B.4 Approve Resolution No. 1024, annual Investment Policy and Strategy.
- B.5 Approve Ordinance No. 1088, amending the FY 2016/2017 budget for general fund for the purchase of radio communications equipment and services.
- B.6 Approve Resolution No. 1025, revising the job description for the Police Chief.
- B.7 Approve a contract for the collection of delinquent utility bills with McCreary, Veselka, Bragg and Allen, LLC (MVBA) and authorize the City Manager to execute the contract.

C. PUBLIC HEARINGS

C.1 Public Hearing to consider Planning & Zoning Case No. PZ17-04, 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 0.2249 acre tract of land, legally known as Block 5, Lot 18, Broadview West, Lake Worth, Tarrant County, Texas, being that all of the certain called 0.2249 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 "MD" – Moderate Density for the use of a Duplex Dwelling Unit, 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 0.2249 tract of land located at 6012 Cowden Street, Lake Worth, Texas – Ordinance No. 1087. [THE CASE HAS BEEN WITHDRAWN BY THE APPLICANT].

D. PLANNING AND DEVELOPMENT

No items for this category.

E. PUBLIC WORKS

E.1 <u>Discuss and consider accepting the bid from Acme Fence Services, Inc. for the 2017 Lake Worth Park Ball Field #1 and #2 Fence Replacement in an amount not to exceed \$123,300.00, and authorize the City Manager to execute a contract.</u>

F. GENERAL ITEMS

F.1 <u>Discuss and consider Resolution No. 1026, to deny the rate application and consolidation proposed by ONCOR Electric Delivery Company, LLC.</u>

- F.2 <u>Discuss and consider approval of upgrades to the Verizon antennas on the Lake Worth Water Tower, located at 4200 Boat Club Road.</u>
- F.3 <u>Discuss and consider approval of a professional service agreement with Dunaway Associates, LP for the Future Land Use Plan, in the amount not to exceed \$30,000.00 and authorize the City Manager to execute the contract.</u>
- F.4 <u>Discuss and consider Ordinance No. 1089, amending and repealing Chapter 2</u>
 <u>Animal Control and replacing its entirety with Chapter 2 Animal Care and Control of the Code of Ordinances.</u>
- F.5 <u>Discuss and consider approval of Ordinance No. 1090 authorizing the issuance and sale of City of Lake Worth, Texas, General Obligation Refunding Bonds, Series 2017 and levying a tax in payment thereof.</u>
- F.6 <u>Discuss and consider selection of the MedStar subsidy rate for the City of Lake</u> Worth for FY 2017/2018.
- F.7 <u>Discussion on Fiscal Year 2017/18 Budget Calendar and Council goals and priorities.</u>
- 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. Announce date on Senior Center Vision Screening
 - 2. Announce date on Senior Center and Library Family Bingo
- H.2 HR/Risk Management Report(s):
 - 1. Announce date on Blood Drive
 - 2. Announce dates on Harassment and Sensitivity Training
- H.3 Police Chief Report(s):
 - 1. Recognition of Officer Watson
 - 2. Update on Safe Exchange Zone
 - Update on CVS Pharmacy Medical Disposal Box for Safer Communities Program

- H.4 Fire Chief Report(s):
 - 1. Update on Tarrant County Fire Alarm Dispatch Center
- H.5 Public Works Director Report(s):
 - 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.

- 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, July 7, 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 – July 11, 2017

Agenda Item No. B.1

FROM: Monica Solko, City Secretary

ITEM: Approve minutes of the June 13, 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. June 13, 2017 City Council minutes

RECOMMENDED MOTION OR ACTION:

Approve minutes of the June 13, 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, JUNE 13, 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.

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

A.2 ROLL CALL.

Present:	Walter Bowen	Mavor
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Geoffrey White Mayor Pro Tem, Place 2

Jim Smith
Gene Ferguson
Ronny Parsley
Pat O. Hill
Gary Stuard
Clint Narmore
Council, Place 1
Council, Place 3
Council, Place 4
Council, Place 5
Council, Place 6
Council, Place 7

Staff: Stacey Almond City Manager

Debbie Whitley Assistant City Manager/Finance Director

Monica Solko City Secretary

Cara L. White Assistant City Attorney
Steve Carpenter Interim Police Chief
Mike Voorhies Assistant Fire Chief
Sean Densmore Public Works Director

Barry Barber Building Development Director Suzanne Meason Planning and Zoning Administrator

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

No items for this category.

A.4 CITIZEN PRESENTATION / VISITOR COMMENTS

There were no requests to speak from the public.

A.5 REMOVAL OF CONSENT AGENDA

No items were removed from the consent agenda.

B. CONSIDER APPROVAL OF CONSENT AGENDA ITEMS APPROVED

- B.1 APPROVE MINUTES OF THE MAY 9, 2017 CITY COUNCIL MEETING.
- **B.2** APPROVE FINANCE REPORTS FOR THE MONTH OF APRIL 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.

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

MOTION TO APPROVE CARRIED 7-0.

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.].

WITHDRAWN

Mayor Bowen announced that the item was a continued public hearing from the May 9, 2017 City Council meeting and that the request has been withdrawn by the applicant so he would close the public hearing. There being no action required by Council, Mayor Bowen moved to the next item.

DUE TO THE APPLICANT WITHDRAWING REQUEST, NO ACTION IS NECESSARY BY THE CITY COUNCIL.

C.2 PUBLIC HEARING TO CONSIDER PLANNING & ZONING CASE NO. PZ17-ORDINANCE ORDINANCE AMENDING NO. 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 THE PROPERTY TO BE CONSIDERED FOR RE-ZONING IS CHANGE. GENERALLY DESCRIBED AS A 0.399 LOT OF LAND LOCATED AT 3605 ROBERTS CUT OFF ROAD, LAKE WORTH, TEXAS – ORDINANCE NO. 1083. **APPROVED**

Mayor Bowen opened the public hearing and called on Planning and Zoning Administrator Suzanne Meason to present the item.

Ms. Meason informed Council the purpose of the item is to consider a zoning change from Planned Commercial for the use of an office and a warehouse facility for electrical contracting to Planned Commercial for the use of a retail garden center. The property is located at 3605 Roberts Cut Off Road. The existing log cabin structure will be used as a retail facility for garden type inventory with outside sales/display areas. The Planning and Zoning Commission heard the case and recommended approval. Staff recommends approval of Ordinance No. 1083.

Mayor Bowen asked if there was anyone wishing to speak on the item to come forward. There being no one wishing to speak, Mayor Bowen closed the public hearing and called for the motion.

A MOTION WAS MADE BY MAYOR PRO TEM WHITE, SECONDED BY COUNCIL MEMBER SMITH, TO APPROVE ORDINANCE No. 1083, PLANNING AND ZONING CASE PZ17-01.

MOTION TO APPROVE CARRIED 7-0.

PUBLIC HEARING TO CONSIDER PLANNING & ZONING CASE NO. PZ17-**C.3 ORDINANCE ORDINANCE** 02. AN **AMENDING** NO. **500.** 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.

APPROVED

Mayor Bowen opened the public hearing and called on Planning and Zoning Administrator Suzanne Meason to present the item.

Ms. Meason informed Council the purpose of the item is to consider a zoning change from Planned Commercial for the use of Transmission Repair Work and for storage of equipment parts to Planned Commercial for the use of a Construction Company Office

and storage yard. The property is located at 2929 Caddo Trail. The existing metal structure which was a transmission repair shop will be used as the company office and to store work trucks and trailers at the property. No heavy equipment will be stored onsite. The Planning and Zoning Commission heard the case and recommended approval. Staff recommends approval of Ordinance No. 1084.

Mayor Bowen asked if there was anyone wishing to speak on the item to come forward. There being no one wishing to speak, Mayor Bowen closed the public hearing and called for the motion.

A MOTION WAS MADE BY COUNCIL MEMBER NARMORE, SECONDED BY COUNCIL MEMBER PARSLEY, TO APPROVE ORDINANCE No. 1084, PLANNING AND ZONING CASE PZ17-02.

MOTION TO APPROVE CARRIED 7-0.

C.4 PUBLIC HEARING TO CONSIDER PLANNING & ZONING CASE NO. PZ17-ORDINANCE **AMENDING** ORDINANCE NO. 500. 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 THE PROPERTY TO BE CONSIDERED FOR RE-ZONING IS CHANGE. GENERALLY DESCRIBED AS A 0.23 TRACT OF LAND LOCATED 6728 CHARBONNEAU ROAD, LAKE WORTH, TEXAS - ORDINANCE NO. 1085. **APPROVED**

Mayor Bowen opened the public hearing and called on Planning and Zoning Administrator Suzanne Meason to present the item.

Ms. Meason informed Council the purpose of the item is to consider a zoning change from SF-1 Single Family Residential to Planned Commercial for the use of a Municipal Complex. The property is located at 6728 Charbonneau. The city has owned this property for some time, and plan to utilize it as a part of the city's current Municipal Complex. The Planning and Zoning Commission heard the case and recommended approval by a 7-0 vote. Staff recommends approval of Ordinance No. 1085.

Mayor Bowen asked if there was anyone wishing to speak on the item to come forward. There being no one wishing to speak, Mayor Bowen closed the public hearing and called for the motion.

A MOTION WAS MADE BY COUNCIL MEMBER STUARD, SECONDED BY COUNCIL MEMBER HILL, TO APPROVE ORDINANCE No. 1085; PLANNING AND ZONING CASE PZ17-03.

MOTION TO APPROVE CARRIED 7-0.

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 COUNTY, RECORDS OF TARRANT 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.

APPROVED

Mayor Bowen opened the public hearing and called on Planning and Zoning Administrator Suzanne Meason to present the item.

Ms. Meason informed Council that Items C.5 and C.6 were companion items to Item C.4. Item C.5 is the proposed preliminary plat and Item C.6 is the final plat of the city owned property. The City plans to utilize the property as part of the City's Municipal Complex. The Planning and Zoning Commission heard the case and recommended approval by a 7-0 vote. Staff recommends approval of PS17-03.

Mayor Bowen asked if there was anyone wishing to speak on the item to come forward. There being no one wishing to speak, Mayor Bowen closed the public hearing and called for the motion.

A MOTION WAS MADE BY MAYOR PRO TEM WHITE, SECONDED BY COUNCIL MEMBER FERGUSON, TO APPROVE PLANNING AND ZONING CASE PS17-03.

MOTION TO APPROVE CARRIED 7-0.

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.

<u>APPROVED</u>

Mayor Bowen opened the public hearing and called on Planning and Zoning Administrator Suzanne Meason to present the item.

Ms. Meason informed Council that the item before them is the final plat of the city owned property (companion item to C.4 and C.5). The City plans to utilize the property as part of the City's Municipal Complex. The Planning and Zoning Commission heard the case and recommended approval by a 7-0 vote. Staff recommends approval of PS17-04.

Mayor Bowen asked if there was anyone wishing to speak on the item to come forward. There being no one wishing to speak, Mayor Bowen closed the public hearing and called for the motion.

A MOTION WAS MADE BY MAYOR PRO TEM WHITE, SECONDED BY COUNCIL MEMBER FERGUSON, TO APPROVE PLANNING AND ZONING CASE PS17-04.

MOTION TO APPROVE CARRIED 7-0.

D. PLANNING AND DEVELOPMENT

There were no items for this category.

E. PUBLIC WORKS

There were no items for this category.

F. GENERAL ITEMS

F.1 DISCUSS AND APPROVE REPAYMENT STRUCTURE RELATED TO 2008 CERTIFICATES OF OBLIGATION REFUNDING. <u>APPROVED</u>

Assistant City Manager/Finance Director Debbie Whitley presented the item. The Council is being asked to consider refunding the 2008 Certificates of Obligation. 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. Ms. Whitley introduced Mr. Nick Builach with FirstSouthwest. Mr. Builach presented refunding information, scenarios and a projected timetable for Council to consider. Of the three (3) scenarios presented, scenario 3 provided the lowest interest rate, the largest savings and would pay off the debit five (5) years earlier than originally scheduled.

After a brief discussion and questions, Council consensus was to move forward with scenario 3.

Mr. Builach stated that he would prepare the documents with the final rates and bring back to the July Council meeting for approval.

A MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY COUNCIL MEMBER PARSLEY, TO MOVE FORWARD WITH SCENARIO 3 FOR THE REFUNDING OF THE 2008 CERTIFICATES OF OBLIGATION AS PRESENTED.

MOTION TO APPROVE CARRIED 7-0.

F.2 DISCUSS AND CONSIDER APPROVAL OF UPGRADES TO THE VERIZON ANTENNAS ON THE LAKE WORTH WATER TOWER, LOCATED AT 4200 BOAT CLUB ROAD.

POSTPONED

City Manager Stacey Almond requested that Item F.2 be pulled due to conflicting information and would prefer to bring back the item to the July 11th City Council meeting.

COUNCIL WAS IN FAVOR OF THE REMOVAL AND TO BRING BACK TO THE JULY 11, 2017 CITY COUNCIL MEETING.

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.

<u>APPROVED</u>

City Manager Stacey Almond presented the item. The item is to consider the award of contract for the Fire Department second floor finish-out. The City requested sealed proposals and received three bids. All bids received exceeded the budgeted amount, staff discussed pricing with the lowest bidder, Sterling Contracting Services, Inc. and decreased the total price of the project to \$137,170.00 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.

A MOTION WAS MADE BY COUNCIL MEMBER STUARD, SECONDED BY COUNCIL MEMBER SMITH, TO APPROVE THE BID FROM STERLING CONTRACTING SERVICES, INC. FOR THE LAKE WORTH FIRE DEPARTMENT SECOND FLOOR FINISH-OUT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$137,170.00.

MAYOR PRO TEM WHITE ASKED FOR AN AMENDMENT TO THE MOTION REQUESTING AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE CHANGE ORDERS FOR THE PROJECT.

Council member Stuard and Council member Smith accepted the amendment to the motion.

THE MOTION ON THE FLOOR IS TO APPROVE THE BID FROM STERLING CONTRACTING SERVICES, INC. FOR THE LAKE WORTH FIRE DEPARTMENT SECOND FLOOR FINISH-OUT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT AND CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED \$137,170.00.

MOTION TO APPROVE CARRIED 7-0.

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.

APPROVED

Assistant Fire Chief Mike Voorhies, presented the item. The Lake Worth Fire Department is looking to secure 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. Other features include the use of Mobile Dispatch Terminal (MDT) in the fire vehicles with GPS and mapping features (real time) and an app that can be seen on different devices. The TCFA software can support the use of status boards throughout the station and can be setup with predetermined response ques for different types of alarms or a coverage response.

A MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY COUNCIL MEMBER FERGUSON, TO APPROVE A CONTRACT WITH TARRANT COUNTY FIRE ALARM (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 THE SAME.

MOTION TO APPROVE CARRIED 7-0.

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. APPROVED

City Manager Stacey Almond presented a PowerPoint presentation. This item is to consider approval of a system purchase agreement with Motorola Solutions, Inc. for radio communications equipment and services in amount not to exceed \$579,000.00. The current radio system has several issues including lack of range, coverage in areas, digital function is not compatible and UHF digital channel is not functional. The proposed Motorola P25 System would benefit the Police Department, Communications Division, Fire Department, and Public Works. The Motorola solution includes a combination of hardware, software and service for the city. The Tarrant County 911 Board approved a grant 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 improvements for interoperability for member cities and a regional radio system. Staff recommends accepting the grant funding from Tarrant County 911 in the amount of \$322,453.00, purchase additional equipment, as identified in contract documents from Motorola and participate in the Trunked Radio System through an ILA with the City of Fort Worth (Item F.6).

A MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY MAYOR PRO TEM WHITE, TO ACCEPT THE GRANT FUNDING FROM TARRANT COUNTY 911 IN THE AMOUNT OF \$322,453.00, TO APPROVE A SYSTEM SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR RADIO COMMUNICATIONS EQUIPMENT AND SERVICES IN AN AMOUNT NOT TO EXCEED \$579,000.00, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

MOTION TO APPROVE CARRIED 7-0.

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.

APPROVED

City Manager Stacey Almond presented the item. With the approval of Item F.5 (Motorola radio communications system and equipment), 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 annual cost is \$24,084.

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

A MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY COUNCIL MEMBER NARMORE, 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 THE SAME.

MOTION TO APPROVE CARRIED 7-0.

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.

APPROVED

City Manager Stacey Almond presented the item. Staff made a presentation to City Council on March 28 regarding the City Sales and Use Tax and the City's options relating to House Bill 157. 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. The following options were presented for consideration:

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	. , ,					

A MOTION WAS MADE BY COUNCIL MEMBER FERGUSON, SECONDED BY COUNCIL MEMBER HILL, TO APPROVE AND MOVE FORWARD WITH OPTION A REALLOCATION OF SALES AND USE TAX FROM ECONOMIC DEVELOPMENT CORPORATION AND THE STREET MAINTENANCE TAX TO THE GENERAL SALES TAX.

MOTION TO APPROVE CARRIED 5-2, WITH COUNCIL MEMBERS FERGUSON, HILL, STUARD, NARMORE AND MAYOR PRO TEM WHITE VOTING IN FAVOR AND COUNCIL MEMBERS SMITH AND PARSLEY VOTING AGAINST.

F.8 DISCUSS AND CONSIDER SPONSORSHIP FOR THE 2017 CHARLIE GEREN VETERAN OF THE YEAR AWARD. <u>APPROVED</u>

City Manager Stacey Almond presented the item. This item is a unique opportunity for the city to help sponsor the Charlie Geren Veteran Citizen of the Year Award for veterans living in District 99. This is an important recognition for those who have served the country and continue to contribute and serve the district. Representative Geren has agreed to participate and support the 2017 awards. Other cities within the district have also responded favorably. This 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. The awards luncheon is scheduled for Thursday, November 9th from 11:00 a.m. to 1:00 p.m. The location of the event is currently being considered. For this type of event to take place, sponsorship will be necessary from business owners and individuals throughout District 99. Committee members are currently formulating sponsorship levels, print material, logos, advertising methodology and the application and selection process. There is no doubt that this event will be successful and emulated by surrounding communities.

A MOTION WAS MADE BY COUNCIL MEMBER NARMORE, SECONDED BY COUNCIL MEMBER HILL, TO APPROVE A SPONSORSHIP FOR THE 2017 CHARLIE GEREN VETERAN OF THE YEAR AWARD IN AN AMOUNT NOT TO EXCEED \$10,000.00

MOTION TO APPROVE CARRIED 7-0.

G. MAYOR AND COUNCIL ITEMS.

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

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

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

H.1 ASSISTANT CITY MANAGER/DIRECTOR OF FINANCE REPORT(S):

1. Sales Tax.

Assistant City Manager/Finance Director Debbie Whitley reported that receipts for sales tax (combined funds) during the month of May were \$7,800 less than one million which is the most the city has collected in one month. Ms. Whitley also announced that the next blood drive will be held on Monday, July 17 at the Multi-Purpose Center from 10:00 a.m. to 2:00 p.m.

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

Assistant Police Chief Carpenter announced the participation in the CVS Pharmacy Medical Disposal Box for safer communities program. As part of the program, the city has received a grant which consists of a medical collection box. The box has been setup in the city hall lobby. The city has had the box available for one week and has already been a success with quite a few drop offs. Mr. Carpenter announced that the department is currently working on the installation of a safe exchange zone in front of City Hall. Cameras have been installed and we are waiting for the signs. The safe exchange zone can be used by citizens during children custody exchange or citizens that are selling or purchasing items online.

H.3 BUILDING DEVELOPMENT DIRECTOR REPORT(S)

- 1. Update on Animal Control Shelter
- 2. Update on 4th Annual Shred Event

Building Development Director Barry Barber updated Council on the Animal Control Shelter building settling issues. After speaking with the architects, repairs were made to the building where it was felt to be issues with infiltrating water. They are now recommending to wait an additional year to make sure the building has stopped settling before making more repairs. Mr. Barber reported that the fourth annual shredding event held on Saturday, June 10th, was a great success. Expanco Shredding Company came out and collected 4,200 pounds of paper. There were a total of 71 cars that came to the event.

H.4 PUBLIC WORKS DIRECTOR REPORT(S)

1. Update on City Projects.

Public Works Director Sean Densmore reported the following:

- Bid opening for fence replacement of both ball fields at Lake Worth Park will be Wednesday, June 14th.
- Concrete Rehabilitation project has finished on Paul Meador Road. Next concrete work will begin on Dakota and Telephone.
- Sewer line project on Azle Avenue is almost complete then creek area behind Chapel will begin.
- Updated street striping on the TxDOT portion of Azle Avenue.
- Working with engineers on sewer and water master plan.
- Electrical has been done at the Charbonneau Lift Station but still waiting on the pump to be delivered, estimated arrival is July.

I. EXECUTIVE SESSION

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

Mayor Bowen announced at 7:51 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 employment, evaluation, reassignment, duties, discipline and dismissal of public employees – Police Chief. Executive Session began at 7:52 p.m. and concluded at 9:21 p.m.

Mayor Bowen reconvened into open session at 9:24 p.m.

J. 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.

K. ADJOURNMENT

Mayor Walter Bowen adjourned the meeting at 9:24 p.m.

	APPROVED
	By: Walter Bowen, Mayor
ATTEST:	
Monica Solko, City Secretary	

Lake Worth Regular City Council Meeting – July 11, 2017

Agenda Item No. B.2

FROM: Monica Solko, City Secretary

ITEM: Approve minutes of the June 28, 2017 Special City Council meeting.

SUMMARY:

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

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

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. June 28, 2017 Special City Council minutes

RECOMMENDED MOTION OR ACTION:

Approve minutes of the June 28, 2017 Special City Council meeting.

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

SPECIAL MEETING: 5:00 PM

A. CALL TO ORDER.

Mayor Walter Bowen called the Council meeting to order at 5:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE.

Mayor Pro Tem White gave the invocation. Attendees recited the pledge of allegiance.

ROLL CALL.

Present: Walter Bowen Mayor

Geoffrey White Mayor Pro Tem, Place 2

Jim Smith Council, Place 1
Gene Ferguson Council, Place 3
Ronny Parsley Council, Place 4
Pat O. Hill Council, Place 5
Clint Narmore Council, Place 7

Staff: Stacey Almond City Manager

Debbie Whitley Assistant City Manager/Finance Director

Monica Solko City Secretary

Absent: Gary Stuard Council, Place 6

B. EXECUTIVE SESSION

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

Mayor Bowen announced at 5:02 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 employment, evaluation, reassignment, duties, discipline and dismissal of public employees – Police Chief. Executive Session began at 5:02 p.m. and concluded at 5:08 p.m.

Mayor Bowen reconvened into open session at 5:09 p.m.

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

A MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY COUNCIL MEMBER NARMORE, TO AUTHORIZE THE CITY MANAGER TO INITIATE THE SEARCH FOR A POLICE CHIEF.

MOTION TO CONTINUE CARRIED 6-0

D. ADJOURNMENT

Mayor Walter Bowen adjourned the meeting at 5:09 p.m.

	APPROVED
	By: Walter Bowen, Mayor
ATTEST:	
Monica Solko, City Secretary	

Lake Worth Regular City Council Meeting – July 11, 2017

Agenda Item No. B.3

From: Debbie Whitley, ACM/ Director of Finance

Item: Approve Finance reports for the month of June 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:

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

Recommended Motion or Action:

Approve finance reports for the month of June 2017.

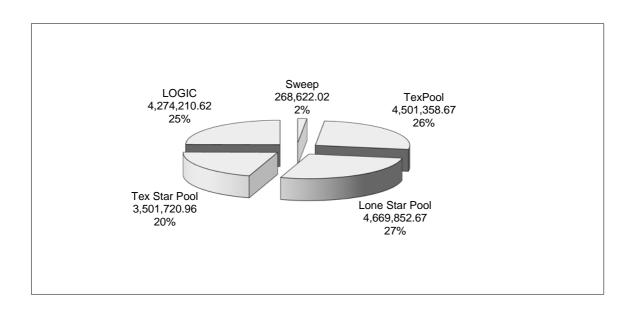
CITY OF LAKE WORTH CASH POSITION As of June 30, 2017

	Checking		Lone Star			
	Account	TexPool	Pool	TexStar	LOGIC	Total
General Fund	56,622.82	1,470,910.99	1,426,291.35	1,498,603.71	1,472,436.50	5,924,865.37
Park Fund	9,892.61	187,210.05			217,388.89	414,491.55
Child Safety Fund	16,642.54					16,642.54
Court Technology	14,421.40					14,421.40
Court Security Fund	20,647.13				41,335.86	61,982.99
Confiscated Property Fund	5,875.87					5,875.87
Street Maintenance	25,830.00	546,141.37	508,295.87	536,875.89	552,420.50	2,169,563.63
Crime Control	25,020.54	161,937.42	147,618.36	184,408.89		518,985.21
Economic Development		1,504,014.83	1,424,220.42		1,255,259.20	4,183,494.45
PEG Fund					63,207.52	63,207.52
Water/Sewer Fund	71,846.51	300,596.50	286,682.52		300,769.94	959,895.47
Debt Service	6,424.91	330,450.44	538,478.95			875,354.30
2008 CO Series		97.07		1,203,243.66		1,203,340.73
Hotel/Motel Tax Fund	15,397.69		338,265.20	78,588.81	371,392.21	803,643.91
Total All Cash & Invstments	268,622.02	4,501,358.67	4,669,852.67	3,501,720.96	4,274,210.62	17,215,764.94

CITY OF LAKE WORTH INVESTMENT ACTIVITY As of June 30, 2017

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

Total Funds Held In Checking Accounts Subject To Overnight Sweep	\$268,622.02
(Funds covered by FDIC and Pledged Collateral by Bank of Texas)	
Total Funds Held In TexPool	\$4,501,358.67
(NAV \$1.00 per share, 4,501,359 shares; WAM 1 day)	
Total Funds Held In Lone Star Pool	\$4,669,852.67
(NAV \$1.00 per share, 4,669,853 shares; WAM 1 day)	
Total Funds Held In TexStar Pool	\$3,501,720.96
(NAV \$1.00 per share, 3,501,721 shares; WAM 1 day)	
Total Funds Held In LOGIC	\$4,274,210.62
(NAV \$1.00 per share, 4,274,211 shares; WAM 1 day)	
Total All Funds	\$17,215,764.94



Prepared By: Debbie Whitley

Date: June 5, 2017

CITY OF LAKE WORTH EXPENDITURE REPORT June 2017

		CURRENT	YEAR TO	UNEXPENDED	%
CATEGORY	BUDGETED	MONTH	DATE	BALANCE	EXPENDED
GENERAL FUND					
Mayor/Council	15,163.00	651.10	12,608.86	2,554.14	83%
Administration	1,406,165.00	113,879.64	806,120.61	600,044.39	57%
Police	2,247,687.00	193,457.79	1,548,818.52	698,868.48	69%
Fire	1,808,577.00	130,027.56	1,249,635.20	558,941.80	69%
Street	600,127.00	40,310.80	358,880.81	241,246.19	60%
Library	240,265.00	21,349.11	177,361.78	62,903.22	74%
Parks	375,348.00	27,407.74	251,480.82	123,867.18	67%
Maintenance Dept	186,742.00	18,233.54	139,448.79	47,293.21	75%
Senior Citizens	113,992.00	9,544.58	81,616.50	32,375.50	72%
Municipal Court	217,247.00	15,919.02	161,770.06	55,476.94	74%
Animal Control	88,256.00	6,635.38	58,993.18	29,262.82	67%
Emergency Management	14,554.00	48.46	10,806.75	3,747.25	74%
Permits & Inspections	355,300.00	25,233.93	252,335.25	102,964.75	71%
Information Technology	476,951.00	32,610.88	320,154.23	156,796.77	67%
Tatal Cananal Fund	0.440.074.00	005 000 50	F 400 004 00	0.740.040.04	070/
Total General Fund	8,146,374.00	635,309.53	5,430,031.36	2,716,342.64	67%
EDC					
Administration	1,528,102.00	6,846.88	777,034.79	751,067.21	51%
Lake Worth Area Museum	7,309.00	118.07	4,954.80	2,354.20	68%
Total EDC	1,535,411.00	6,964.95	781,989.59	753,421.41	51%
WATER/SEWER FUND					
Administration	1,185,097.00	10,575.47	770,121.42	414,975.58	65%
Water Supply	970,140.00	75,167.29	569,268.15	400,871.85	59%
Water Distribution	372,376.00	19,924.78	208,735.01	163,640.99	56%
Sewer Department	1,178,103.00	38,234.24	716,993.12	461,109.88	61%
Total Water/Sewer	3,705,716.00	143,901.78	2,265,117.70	1,440,598.30	61%
TOTAL EXPENDITURES	13,380,192.00	786,058.19	8,472,183.85	4,908,008.15	63%

CITY OF LAKE WORTH REVENUE REPORT June 2017

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

INUMBERS IN ONKECEIVE	D DALANGE WITH				
CATEOODY I	DUDOETED	CURRENT	YEAR TO	UNRECEIVED	%
CATEGORY	BUDGETED	MONTH	DATE	BALANCE	RECEIVED
GENERAL FUND	700 101 00	47.040.77	7.10 707 0.1	47 700 00	200/
Property Taxes	760,494.00	17,943.77	742,785.61	17,708.39	98%
Franchise Fees	455,000.00	64,064.85	332,186.37	122,813.63	73%
Sales and Beverage Taxes	4,152,469.00	304,574.09	2,866,847.15	1,285,621.85	69%
Fines and Warrants	429,810.00	43,477.86	366,107.73	63,702.27	85%
License & Permits	132,310.00	17,257.03	136,854.91	-4,544.91	103%
Sanitation/Animal Control	184,685.00	15,920.68	141,160.55	43,524.45	76%
Investment Income & Misc	318,005.00	20,071.97	335,156.58	-17,151.58	105%
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	483,310.25	5,474,786.90	2,625,237.10	68%
EDC					
Sales Tax	1,985,000.00	152,287.04	1,427,433.53	557,566.47	72%
Interest Income & Miscellaneous	9,250.00	2,809.07	17,913.29	-8,663.29	194%
Use of Prior Year Reserves	,	·	·	0.00	
Total EDC	1,994,250.00	155,096.11	1,445,346.82	548,903.18	72%
WATER/SEWER FUND	1,994,230.00	155,090.11	1,445,340.02	540,905.10	12/0
	4 400 040 00	420 240 50	942,934.30	F40 00F 70	C 40/
Water Sales	1,462,840.00	129,340.50		519,905.70 295.00	64%
Water Tap Fees	1,500.00	4 000 07	1,205.00		80%
Water Service Charge	70,000.00	4,808.87	46,781.91	23,218.09	67%
Sewer Charges	975,000.00	82,959.45	698,506.59	276,493.41	72%
Sewer Tap Fees	4,500.00	4 500 45	3,775.00	725.00	84%
Miscelleanous	49,250.00	1,530.45	39,224.30	10,025.70	80%
Transfers In	825,490.00		265,038.00	560,452.00	32%
Use of Prior Year Reserves	317,136.00			317,136.00	0%
Total Water/Sewer Fund	3,705,716.00	218,639.27	1,997,465.10	1,708,250.90	54%
DEBT SERVICE FUND:					
Property Tax Revenue	1,210,702.00	28,206.91	1,159,351.26	51,350.74	96%
Investment Income & Misc	3,000.00	542.47	2,525.52	474.48	84%
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	28,749.38	1,415,924.78	348,369.22	80%
TOTAL BODE COLVIO	1,104,204.00	20,1 70.00	1,110,024.70	0 10,000.22	0070
TOTAL ALL FUNDS	15,564,284.00	885,795.01	10,333,523.60	5,230,760.40	66%

CITY OF LAKE WORTH GF SALES TAX ANALYSIS FOR JUNE 2017 REVENUE

		Current % Incr or
O const. Month Branch	004 574 00	Decrease
Current Month Receipts	304,574.09	
Same Month, Last Year	283,993.42	7.25%
Same Month, 2 Years Ago	280,640.03	8.53%
Current YTD Total	2,854,867.08	
YTD, Last Year	2,690,481.25	6.11%
YTD, 2 Years Ago	2,474,691.37	15.36%

Current Year Budget is \$4,128,469

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

REVENUE SOURCE:		
	UTILITY DONATIONS	7,678.00
	DONATIONS - KIDS & TREES	0.00
	DONATIONS - NAVAJO PARK	0.00
	DONATIONS - RAYL PARK	5,000.00
	DONATIONS - LAKE WORTH PARK	0.00
	INVESTMENT INCOME	1,719.39
	EDC CONTRIBUTIONS	125,000.00
	MISCELLANEOUS	142.25
Total Revenue		139,539.64
EXPENDITURE CATEG	ORY:	
	MISCELLANEOUS	570.09
	PARK MAINTENANCE	7,692.11
	HODGKINS PARK	0.00
	CHARBONNEAU PARK	831.09
	LAKE WORTH PARK	27,902.67
	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	1,272.94
Total Expenditure		41,084.15
REVENUE OVER EXPENDITURES		98,455.49
	CASH POSITION	
CHECKING		9,892.61
INVESTMENTS	-	404,598.94
TOTAL CASH		414,491.55

CITY OF LAKE WORTH STREET MAINTENANCE June 2017

Revenue

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

		CURRENT	YEAR TO	UNRECEIVED	%
CATEGORY	BUDGETED	MONTH	DATE	BALANCE	RECEIVED
Sales Tax	990,000.00	76,143.52	713,716.77	276,283.23	72%
Interest & Misc Income	4,750.00	1,455.11	37,790.31	-33,040.31	796%
Use of Prior Yr Rsrvs					
Total Revenue	994,750.00	77,598.63	751,507.08	243,242.92	76%

Expenditures

		CURRENT	YEAR TO	UNEXPENDED	%
CATEGORY	BUDGETED	MONTH	DATE	BALANCE	EXPENDED
Salaries	259,974.00	19,534.82	189,124.87	70,849.13	73%
Supplies	29,250.00	3,954.67	12,728.77	16,521.23	44%
Maintenance	414,629.00	43,096.57	109,562.42	305,066.58	26%
Services	11,739.00	44.86	8,076.52	3,662.48	69%
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	66,630.92	375,778.66	486,407.34	44%

CITY OF LAKE WORTH CCPD June 2017

Revenue

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

		CURRENT	YEAR TO	UNRECEIVED	%
CATEGORY	BUDGETED	MONTH	DATE	BALANCE	RECEIVED
Sales Tax	983,477.00	75,512.68	703,529.09	279,947.91	72%
Interest & Misc Income	800.00	300.74	18,183.51	-17,383.51	2273%
Use of Prior Yr Rsrvs					
Total Revenue	984,277.00	75,813.42	721,712.60	262,564.40	73%

Expenditures

		CURRENT	YEAR TO	UNEXPENDED	%
CATEGORY	BUDGETED	MONTH	DATE	BALANCE	EXPENDED
Salaries	617,160.00	43,510.63	443,238.68	173,921.32	72%
Supplies	17,950.00	220.76	2,362.93	15,587.07	13%
Maintenance	34,175.00	2,431.16	22,427.78	11,747.22	66%
Services	64,243.00	475.10	47,889.00	16,354.00	75%
Equipment	65,920.00	41,651.04	46,420.40	19,499.60	70%
Transfers Out	171,314.00		85,658.00	85,656.00	50%
Total Expenditures	970,762.00	88,288.69	647,996.79	322,765.21	67%

Lake Worth City Council Meeting – July 11, 2017

Agenda Item No. B.4

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

Item: Approve Resolution No. 1024 adopting a written Investment Policy and Strategy and

designating the Finance Director as the City Investment Officer.

Summary:

Cities are required to review their Investment Policy and Strategy and seek council approval annually. No changes have been made to the policy since its last review and approval on May 10, 2016.

Fiscal Impact:

N/A

Attachments:

• Resolution No. 1024 adopting a written Investment Policy and Strategy and designating the Finance Director as the City Investment Officer.

Recommended Motion or Action:

Approve Resolution No. 1024 adopting a written Investment Policy and Strategy and designating the Finance Director as the City Investment Officer.

CITY OF LAKE WORTH, TEXAS INVESTMENT POLICY AND STRATEGY

Approved by Council July 11, 2017

Resolution No. 1024 - Exhibit "A"

CITY OF LAKE WORTH, TEXAS INVESTMENT POLICY AND STRATEGY

PREFACE

It is the policy of the City of Lake Worth (the "City") that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The City will invest public funds in a manner that will provide the maximum security and a market rate of return while meeting the daily cash flow demands of the City.

The City is required under the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) to adopt a formal written Investment Policy and Strategy for the investment of public funds. These policies serve to satisfy the statutory requirement (specifically the Public Funds Investment Act, Chapter 2256 of the Texas Government Code [the "Act"]) to define, adopt and review a formal investment strategy and policy.

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Certification of Business Organization Sample Form

- **1. PURPOSE.** The purpose of this investment policy and strategy (the "Policy") is to set forth specific investment policy and strategy guidelines for the City in order to achieve the goals of safety and liquidity, achieve a market rate of return, and maintain public trust in all investment activities. On an annual basis, the City Council shall review the investment strategy and policy and shall approve Policy revisions, if any, by formal resolution.
- **INVESTMENT STRATEGY.** The City maintains a comprehensive and proactive cash management program that is designed to monitor and control all City funds to ensure maximum utilization and yield a market rate of return. (For the purpose of this policy, a "market rate of return" refers to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a market rate of return while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk.) The basic and underlying strategy of this program is that all of the City's funds are earning interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy described is predicated on conditions as now exist and are subject to change. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of the investment officers. The allowable investment instruments as defined in Section 6 of this Policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. This strategy uses local government investment pools to achieve diversification. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature as cash needs require.

- 2.1 The primary investment strategy and objectives of the City as specified in this Policy (See Section 4.) are listed below, in their order of importance:
 - Safety and preservation of principal;
 - Maintenance of sufficient liquidity to meet operating needs;
 - Achieve a market rate of return on the investment portfolio; and
 - Seek at all times to maintain public trust by adhering to the above stated objectives.
- 2.2 The list of investments authorized by this Policy intentionally excludes some investments allowed by state law. The restrictions limit possible credit risk and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to the City. To increase the interest earnings for funds identified as being available for investment over longer periods of time based upon a cash requirements projection, the City will consider the following strategies:
 - 2.2.1 <u>Strategy No. 1.</u> Diversifying the City's investment opportunities through the use of local government investment pools and money market mutual funds as authorized by the City Council. An investment pool is an entity created to invest public funds jointly on behalf its' participants and whose investment objectives in order of priority match those objectives of the City. Funds are usually available from investment pools on a same-day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staff, investment pools are able to prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.
 - 2.2.2 <u>Strategy No. 2.</u> Building a ladder of Investment Policy authorized securities with staggered maturities for all or part of the longer-term investable funds. The benefits of this ladder approach include the following:
 - It is straight-forward and easily understood;
 - It represents a prudent diversification method;
 - All investments remain within the approved maturity horizon;
 - It will normally allow the City to capture a reasonable portion of the yield curve; and
 - It provides predictable cash flow with scheduled maturities and reinvestment opportunities.
 - 2.2.3. <u>Strategy No. 3.</u> At this time, the City does not use an investment management firm. Should the City determine a need, the following strategy will apply:

Pursuant to the Public Funds Investment Act (Texas Government Code 2256.003), the City may, at its discretion, contract with an investment management firm registered under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.) and with the State Securities Board to provide for investment and non-discretionary management of its public funds or other funds under its control.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy. At no time shall the advisor take possession of securities or funds or otherwise be granted discretionary authority to transact business on behalf of the City. Any contract awarded by the City Council for investment advisory services may not exceed two years, with an option to extend by mutual consent of both parties.

Duties of the Investment Advisor shall include, but not be limited to, assistance in purchasing securities, securities clearance, producing required reports, pricing the portfolio, performing due diligence on broker/dealers, market monitoring and economic review.

Any Investment Advisor contracted by the City shall abide by the *Prudent Expert Rule*, whereby investment advice shall, at all times, be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker, but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

- 2.2.4. **Strategy No. 4.** The City will maintain portfolio(s) that utilize four specific investment strategy considerations designed to address the unique characteristics of the fund group(s) represented in the portfolio(s):
 - 2.2.4.1 Investment strategies for operating funds and pooled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio that will experience minimal volatility during economic cycles through diversification by security type, maturity date and issuer. All security types, as authorized by this policy, are considered suitable investments for the operating and pooled funds.
 - 2.2.4.2 Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s). These funds have predictable payment schedules. Therefore investment maturities shall not exceed the anticipated cash flow requirements.
 - 2.2.4.3 Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund. Managing the Debt Service Reserve Fund's portfolio maturities to not exceed the call provisions of the bond issue will reduce the investment's market risk if the City's bonds are called and the reserve fund liquidated. No investment maturity shall exceed the final maturity of the bond issue.
 - 2.2.4.4 Investment strategies for special projects or capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Market conditions and arbitrage regulations will influence the investment of capital project funds. When market conditions allow, achieving a positive spread to applicable arbitrage yield is the desired objective, although at no time shall the anticipated expenditure schedule be exceeded in an attempt to increase yield.
- 2.2.5 <u>Strategy No. 5 Hold until Maturity.</u> The strategy of the City is to maintain sufficient liquidity in its portfolio so that it does not need to sell a security prior to maturity. Should it become necessary to sell a security prior to maturity, where the sale proceeds are less than the current book value, the prior written consent of the City Manager must be obtained. Securities may be sold prior to maturity by the Investment Officer at or above their book value at any time. The result of all sales of securities prior to maturity shall be reported to the City Manager within two business days of the sale. The report shall provide the amount of proceeds from the sale,

including accrued interest to the date of sale, less the current book value and the dollar amount of gain on the sale.

- 2.2.6 <u>Strategy No. 6 Pooling of Deposits and Investments.</u> All demand deposits of the City will be concentrated with one central depository. This procedure will maximize the City's ability to pool cash for investment purposes, and provide more manageable banking relationships. In addition, depositories not holding demand deposits of the City may be eligible to bid on City investments, subject to the approval of the City Manager.
- 2.2.7 <u>Strategy No. 7 Depository Bank Relationships.</u> This Policy shall further seek to maintain good depository bank relationships while minimizing the cost of banking services. The City will seek to maintain a depository contract that will be managed to a level that minimizes the cost of the banking relationship to the City, while allowing the City to earn an appropriate return on idle demand deposits.
- 2.2.8 <u>Strategy No. 8 Single Pooled Fund Group.</u> A single strategy is specified, in accordance with the single pooled fund group as defined in this Policy. However, earnings from investments will be allocated on a pro-rata cash basis to the individual funds and used in a manner that will best service the interests of the City.
- 2.2.9 <u>Strategy No. 9 Maximizing Investable Cash Balances.</u> Procedures shall be established and implemented in order to maximize investable cash by decreasing the time between the actual collection and the deposit of receipts, and by the controlling of disbursements.
- **3. SCOPE.** The Investment Policy shall govern the investment of all financial assets considered to be part of the City entity and includes the following funds or fund types: the General Fund, Enterprise Funds, Special Revenue Funds, General Obligation Interest and Sinking Fund, Capital Projects Funds, and any other funds which have been contractually delegated to the City for management purposes. The City may add or delete funds as may be required by law, or for proper accounting procedures. This policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. Additionally, bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.
- **4. INVESTMENT OBJECTIVES.** Funds of the City shall be invested in accordance with all applicable Texas statutes, this Policy and any other approved, written administrative procedures. The four objectives of the City's investment activities shall be as follows (in the order of priority):
 - 4.1 <u>Safety of Principal.</u> Safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized securities as defined in this Policy, by qualifying the financial institutions with whom the City will transact business, and through portfolio diversification. Safety is defined as the undiminished return of the principal on the City's investments.
 - 4.2 <u>Liquidity.</u> The investment portfolio shall be managed to maintain liquidity to ensure that funds will be available to meet the City's cash flow requirements and by investing in securities with active secondary markets. Investments shall be structured in such a manner as will provide the liquidity necessary to pay obligations as they become due. A security may be liquidated prior to its stated maturity to meet unanticipated cash requirements, or to otherwise favorably adjust the City's portfolio, in accordance with Section 2.5 above.

- 4.3 Market Rate-of-Return (Yield). The City's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner that seeks to attain a market rate of return throughout budgetary and economic cycles. The City will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate of return objective is secondary to those of safety and liquidity. Rate of return (yield) is defined as the rate of annual income return on an investment, expressed as a percentage.
- 4.4 **Public Trust.** All participants in the City's investment program shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might involve a conflict of interest or otherwise impair public confidence in the City's ability to govern effectively. All officials of the City having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust.
- **5. INVESTMENT RESPONSIBILITY**. As provided in this policy, the daily operation and management of the City's investments are the responsibility of the following person.
 - 5.1 <u>Delegation of Authority.</u> The City Manager, Assistant City Manager and Director of Finance are authorized to deposit, withdraw, invest, transfer or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the Director of Finance, who shall establish written procedures for the operation of the investment program, consistent with this Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. All persons involved in investment activities will be referred to in this Policy as "Investment Officers." No persons may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities of subordinate Investment Officials. The system of controls shall be designed to provide reasonable assurance that the assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:
 - (1) the cost of a control should not exceed the benefits likely to be derived; and
 - (2) the valuation of costs and benefits requires estimates and judgments by management.

Commitment of financial and staffing resources in order to maximize total return through active portfolio management shall be the responsibility of the City Council.

- 5.2 **Prudence.** The standard of prudence to be applied by the Investment Officer shall be the "prudent investor" rule, which states, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:
 - 5.2.1 the investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and
 - 5.2.2 whether the investment decision was consistent with the written investment Policy and procedures of the City.

- 5.3 <u>Due Diligence</u>. The Investment Officer acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments. All Investment Officers will be covered under the City's Crime Fidelity/Crime Forgery policies.
- 5.4 Ethical Standards and Conflicts of Interest. All City Investment Officers having a direct or indirect role in the investment of City funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. An Investment Officer who has a personal business relationship with the depository bank or with any entity seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.
- 5.5 <u>Investment Training.</u> The Investment Officers shall attend at least one training session of at least ten (10) hours relating to the officer's responsibility under the Public Funds Investment Act within twelve (12) months after assuming duties, and attend an investment training session not less than once every two years, receiving an additional ten (10) hours of training. Such training from an independent source shall be approved by the City Manager and endorsed by either the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, the North Central Texas Council of Governments, or the University of North Texas Center for Public Management.
- **6. AUTHORIZED INVESTMENTS.** As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk credit risk and interest rate risk. Credit risk is the risk associated with the failure of a security issuer or backer to repay principal and interest in full. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide for safety of principal as the City's primary objective, only certain investments are authorized as acceptable investments for the City. The following list of authorized investments for the City intentionally excludes some investments authorized by law. These restrictions are placed in order to limit possible risk and provide the maximum measure of safety to City funds.
 - 6.1 <u>Authorized and Acceptable Investments.</u> The authorized list of investment instruments are as follows:
 - (1) Obligations of the United States or its agencies and instrumentalities, excluding mortgage-backed securities.
 - (2) Direct obligations of the State of Texas, or its agencies and instrumentalities.
 - (3) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, excluding mortgage-backed securities.
 - (4) <u>Collateralized Certificates of Deposit.</u> A certificate of deposit issued by a depository institution that has its main office or a branch office in the state and is:

- guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
- secured by obligations that are described by Section 2256.009(a) of the Public Funds Investment Act, including mortgage backed securities directly issued by a federal agency or instrumentality, but excluding those mortgage backed securities of the nature described in Section 2256.009(b) of the Act; or
- secured in any other manner and amount provided by law for deposits of the City.

In addition, separate CDs issued by depositories wherever located, bundled together into a single investment with the full amount of principle and interest of each CD federally insured, may be purchased through a selected depository institution with its main office or branch office in Texas.

This depository shall act as the custodian for the various certificates on behalf of the City.

- (5) <u>Eligible Local Government Investment Pools.</u> Public funds investment pools which invest in instruments and follow practices allowed by the current law as defined in Section 2256.016 of the Texas Government Code, provided that:
 - the investment pool has been authorized by the City Council;
 - the pool shall have furnished the Investment Officer an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code;
 - the pool shall furnish the Investment Officer investment transaction confirmations with respect to all investments made with it;
 - the pool shall furnish to the Investment Officer monthly reports containing the information required under Section 2256.016(c) of the Texas Government Code;
 - the pool is continuously rated no lower than "AAA" or "AAA-m" or an equivalent rating by at least one nationally recognized rating service;
 - the pool marks its portfolio to market daily;
 - the pool's investment objectives shall be to maintain a stable net asset value of one dollar (\$1.00); and
 - the pool's investment philosophy and strategy are consistent with this Policy.
- (6) <u>Regulated No-Load Money Market Mutual Funds.</u> These investments are authorized, under the following conditions:
 - the money market mutual fund is registered with and regulated by the Securities and Exchange Commission;
 - the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
 - the fund has a dollar-weighted average portfolio maturity of ninety (90) days or less;

- the investment objectives include the maintenance of a stable net asset value of one dollar (\$1.00) per share; and
- the fund is continuously rated no lower than "AAA" or an equivalent rating by at least one nationally recognized rating service.

The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

- (7) Repurchase Agreements, Reverse Repurchase Agreements, Bankers' Acceptances; Commercial Paper. These investments are authorized for the City only to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests, or as otherwise provided below.
 - The direct investment in reverse repurchase agreements, bankers' acceptances, and commercial paper by the City is not authorized.
 - Fully flexible repurchase agreements are authorized in this Policy, to the extent authorized under the Public Funds Investment Act (Texas Government Code 2256.001). The use of flex repos shall be limited to the investment of bond proceeds and the maturity date of any such agreement shall not exceed the expected proceeds draw schedule.
- 6.2 <u>Investment Instruments NOT Authorized.</u> The following instruments are eligible for investment by local government according to state law, but they have been intentionally prohibited for the City by this Policy: mortgage-related obligations, guaranteed investment contracts, options, financial futures contracts and, day trading of long-term securities. In addition to these restricted investments, state law specifically prohibits investment in the following securities:
 - (1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
 - (2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
 - (3) Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
 - (4) Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.
- **7. DIVERSIFICATION.** Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities. With the exception of U.S. Government securities, as authorized in this Policy, and authorized local government investment pools, no more than fifty percent (50%) of the total investment portfolio will be invested in any one security type or with a single financial institution. Diversification of the portfolio considers diversification by maturity dates and diversification by investment instrument.
 - 7.1 <u>Diversification by Maturities.</u> The longer the maturity of investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term

securities in order to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than three (3) years from the date of purchase. However, the above described obligations, certificates, or agreements may be collateralized using longer date instruments. The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

The entire City portfolio, including funds at the City's depository bank, shall comprise one pooled fund group, and the maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio is two hundred seventy (270) days. Investment maturities for debt service interest and sinking funds and/or other types of reserve funds, whose use is never anticipated, may not exceed three (3) years.

7.2 <u>Diversification by Investment Instrument.</u> Diversification by investment instrument shall not exceed the following guidelines for each type of instrument:

	Percentage of Portfolio (Maximum)
U.S. Treasury Obligations	100%
U.S. Government Agency Securities and Instrumentalities of	
Government-Sponsored Corporations	80%
Authorized Local Government Investment Pools	100%
Fully Collateralized Certificates of Deposit	50%
SEC-Regulated No-Load Money Market Mutual Funds	10%

- 7.3 The City shall invest local funds in investments yielding a market rate-of-return while providing necessary protection of the principal consistent with the operating requirements of this section or written policies.
- **8. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS.** At this time, the City does not use Brokers or Dealers. Should the City determine a need, the following procedures and requirements will apply:

Financial institutions (federally insured banks) with and through whom the City invests shall be state or national banks domiciled in this state. No public deposit shall be made except in a qualified public depository as established by state laws. Brokers/Dealers authorized to provide investment services to the City may include only those authorized by the City Manager. All banking services will be governed by a depository contract awarded by the City Council. In addition, the Director of Finance shall maintain a list of authorized security brokers/dealers, and investment pools that are authorized by the City Manager and/or the City Council.

8.1 All financial institutions with whom the City does business must supply the following as appropriate: (1) audited financial statements; (2) proof of National Association of Securities Dealers (NASD) certification; (3) proof of state registration; completed broker/dealer questionnaire; (4) certification of having read the City's investment policy signed by a qualified representative of the organization, acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization.

- 8.2 An annual review of the financial condition and registration of qualified bidders will be conducted by the Director of Finance. The review may include, but is not limited to, review of rating agency reports, review of call reports, and analyses of management, profitability, capitalization, and asset quality. Financial institutions and brokers/dealers desiring to conduct business with the City shall be required to provide any financial data requested by the City Manager or the Investment Officer. Upon completion of the annual review by the Director of Finance, the financial institutions and brokers/dealers desiring to conduct business with the City shall be approved by the City Manager.
- 8.3 Selection criteria for federally insured financial institutions shall include the following: (1) the financial institution must be insured by the FDIC; (2) the financial institution must be incorporated under the laws of the State of Texas or of the United States of America; and (3) the financial institution must be located within the corporate boundaries of the City.
- 8.4 The Investment Officer of the City is responsible for monitoring the investments made by a financial institution and/or broker/dealer to determine that they are in compliance with the provisions of the Investment Policy.
- **9. DELIVERY VERSUS PAYMENT.** It is the policy of the City that all security transactions entered into with the City shall be conducted on a "**DELIVERY VERSUS PAYMENT**" (DVP) basis through the Federal Reserve System. By doing this, City funds are not released until the City has received, through the Federal Reserve wire, the securities purchased. The City shall authorize the release of funds only after receiving notification from the safekeeping bank that a purchased security has been received in the safekeeping account of the City. The notification may be oral, but shall be confirmed in writing.

10. SAFEKEEPING AND COLLATERALIZATION.

- 10.1 <u>Safekeeping.</u> All securities owned by the City shall be held by its safekeeping agent, except the collateral for bank deposits. The collateral for bank deposits will be held in the City's name in the bank's trust department, or alternatively, in a Federal Reserve Bank account in the City's name, or a third-party bank, at the City's discretion. Original safekeeping receipts shall be obtained and held by the City. The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure time deposits.
- 10.2 Collateralization. Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all city funds on deposit with a depository bank. The market value of the investments securing the deposit of funds shall be at least equal to the amount of the deposits of funds reduced to the extent that the deposits are insured by the Federal Deposit Insurance Corporation (FDIC). Securities pledged as collateral shall be held in the City's name, in a segregated account at the Federal Reserve Bank or by an independent third party with whom the City has a current custodial agreement. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. The safekeeping agreement must clearly state that the safekeeping bank is instructed to release purchased and collateral securities to the City in the event the City has determined that the depository bank has failed to pay on any matured investments in certificates of deposit, or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of ownership, e.g., safekeeping receipt, must be supplied to the City and

retained by the City. Any collateral with a maturity over five (5) years must be approved by the Investment Officer before the transaction is initiated. Release of collateral or substitution of securities must be approved in writing by the Investment Officer. Financial institutions serving as City depositories will be required to sign a "Depository Agreement" with the City and the City safekeeping agent. The collateralized deposit portion of the agreement shall define the City's rights to collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing;
- the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- the Agreement must be approved by the Board of Directors of the Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- the Agreement must be part of the Depository's "official record" continuously since its execution.
- 10.2.1 The City may accept the following securities as collateral for bank deposits (V.T.C.A., Government Code, Section 2256.001, et. seq, formerly Article 842a-2, Section 2, V.T.C.S., as amended):
 - FDIC coverage;
 - U.S. Government securities;
 - State of Texas bonds; or
 - Bonds issued by other Texas governmental entities (City, County, school district, or special districts) with a remaining maturity of twenty (20) years or less. Bonds must be (and must remain) investment quality: that is, with a rating of at least "A" or its equivalent.
- 10.2.2 For certificates of deposit and other evidences of deposit, collateral shall be at 102% of market or par, whichever is lower. The market value of collateral will always equal or exceed the principal plus accrued interest of deposits at financial institutions.
- 10.2.3 Financial institutions, with which the City invests or maintains other deposits, shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. The City and the financial institution shall jointly assume the responsibility for ensuring that the collateral is sufficient.
- 11. INTERNAL CONTROL. The Director of Finance shall establish a system of written internal controls, which shall be reviewed annually by independent auditors. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The internal controls are to be reviewed annually in conjunction with an external independent audit. This review will provide assurance of compliance with policies and procedures as specified by this Policy. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established investment policy.
- **12. PERFORMANCE.** The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and expected cash flow of the City. The benchmark for performance that is appropriate for the City's cash flow cycle will be TexPool (a local government investment pool).

- **13. REPORTING.** The Director of Finance shall submit a signed quarterly investment report that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.
 - Annual Report. Within 60 days of the end of the fiscal year, the Director of Finance shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council. The reports prepared by the Director of Finance shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.
 - Methods. The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the City Manager and City Council. The report will include the following:
 - 13.2.1 A listing of individual securities held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired;
 - 13.2.2. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the broker/dealer from which the security was purchased;
 - 13.3.3 Additions and changes to the market value during the period;
 - 13.3.4 Fully accrued interest for the reporting period;
 - 13.3.5 Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks;
 - 13.3.6 Listing of investments by maturity date;
 - 13.3.7 The percentage of the total portfolio which each type of investment represents; and
 - 13.3.8 Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.
- **14. INVESTMENT POLICY ADOPTION AND AMENDMENT.** The City's Investment Policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations and needs of the City. Any changes or modifications to this Investment Policy, if any, shall be approved, and adopted by a formal resolution of the City Council.

GLOSSARY OF TERMS

The Investment Policy contains specialized and technical terminology that is unique to cash management and investment activities. The following glossary of terms is provided to assist in understanding these terms.

Affinity. Related through marriage.

Agencies. See U.S. Agency securities.

Bankers' Acceptances. A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer. When discounted and sold in the secondary market, bankers' acceptances become a short-term investment alternative.

Book Value. The cost of a security as recorded in the City's accounting records. For purposes of evaluating a sale of a security, it is a function of the original cost, the amortization of premium or discount, and the accrued interest. Specifically, it is the face value of the security plus the accrued interest plus any unamortized premium or minus any unamortized discount. Book value is often compared to market value, which is defined below.

Broker. A person or company that, for a fee or commission, brings buyers and sellers of securities together.

Certificate of Deposit. A time deposit with a specific maturity evidenced by a certificate.

Collateral. In general, assets which one party pledges as a guarantee of performance. Specifically, securities pledged by a bank to secure deposits of public monies. In the event of bank failure, the securities become the property of the public entity.

Collateralized Mortgage Obligations (CMO's). Securities based on a pool of home mortgages.

Commercial Paper. An unsecured promissory note issued primarily by corporations for a specific amount and maturing on a specific day. The maximum maturity for commercial paper is 270 days, but most frequently maturities do not exceed 30 days. Almost all commercial paper is rated by a rating service.

Consanguinity. Related by blood.

Coupon. The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. Also, a certificate attached to a bond indicating interest due on a payment date.

Credit Risk. The uncertainty that the principal amount of an investment will be returned without loss of value to the default of the borrower.

CUSIP. A unique security identification number assigned to securities maintained and transferred on the Federal Reserve book-entry system.

Dealer. A person or company that endeavors to profit from buying and selling investments for its own account.

Delivery Versus Payment (DVP). A method of delivering securities that requires the simultaneous exchange of the security and the payment. It provides a safeguard against paying for securities before they are received.

Demand Deposits. Deposits at a financial institution that are available to the depositor upon the depositor's demand.

Depository Bank. The primary bank of the City. The relationship between the depository bank and the City is governed by state law and by a depository contract that is approved by the City Council.

Discount. The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale is also considered to be at a discount.

Discount Securities. Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

Diversification. The strategy of dividing investments among a variety of securities offering independent risks and yields. Diversification lessens the likelihood of losing the entire portfolio of investments and averages yields among the investment alternatives.

Discount. The difference between the cost of a security and its value at maturity, in cases where the cost is less than the value at maturity.

Federal Deposit Insurance Corporation (FDIC). A federal agency that insures bank deposits.

Federal Funds Rate. The rate of interest at which Federal funds are traded. This rate is currently set by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB). Created in 1932, this system consists of 12 regional banks, which are owned by private member institutions and regulated by the Federal Housing Finance Board. Functioning as a credit reserve system, it facilitates extension of credit through its owner members. Federal Home Loan Bank issues are joint and several obligations of the 12 Federal Home Loan Banks.

Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac). A stockholder-owned corporation that provides a continuous flow of funds to mortgage lenders, primarily through developing and maintaining an active nationwide market in conventional mortgages.

Federal National Mortgage Association (FNMA or Fannie Mae). FNMA, a federal corporation, is the largest single provider of residential mortgage funds in the United States. It is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted.

Fully Flexible Repurchase Agreement ("flex repo"). A specialized contract designed for the short-term investment of proceeds available from the sale of municipal bonds, notes and certificates. Flex repos allow for incremental repurchases, with the buyer/issuer (the City) retaining the right to force the seller to repurchase all, or a portion of, the sold securities held under repurchase agreement, at any time before the maturity date of the agreement, at a fixed rate for the life of the agreement.

Hold Until Maturity. This investment strategy is intended to avoid interest rate risk by maintaining ownership of an investment until it matures. At maturity, the face value of the security is received, but in some cases where a security is sold before maturity, less than the face value and the book value is received. Please see interest rate risk defined below.

Interest Rate Risk. The uncertainty of the return of principal on fixed rate securities that are sold prior to maturity. When interest rates rise, the market value of fixed rate securities decreases.

Internal Control. Policies and procedures that are established to provide reasonable assurance that specific government objectives are achieved and that assets are safeguarded.

Investment. The purchase of securities which, upon analysis, promise safety of principal and a satisfactory return. These factors distinguish investment from speculation.

Investment Objective. The aim, goal or desired end of action of the investment activity.

Investment Pool. An entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are safety, liquidity, and yield. (Sometimes called Local Government Investment Pool.)

Investment Strategy. The overall plan or method proscribed to achieve the investment objectives of the City.

Laddered Maturity. An investment strategy whereby investments are purchased to mature at regular intervals.

Liquidity. The measure of an investment's ability to be converted quickly and easily into cash without a substantial loss of value.

Local Government Investment Pool. See Investment Pool.

Market Rate of Return. A general term referring to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a "market rate of return" while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk.

Market Risk. The uncertainty of the value of the City's portfolio arising from changes in the market conditions of investment securities.

Market Value. The price, including accrued interest, at which a security is trading for which it can be readily sold or purchased.

Maturity. The date upon which the principal or stated value of an investment becomes due and payable.

Money Market Mutual Fund. A mutual fund that purchases short-term debt instruments, such as Treasury Bills, commercial paper, and bankers' acceptances, and which strives to maintain a stable net asset value of \$1.00.

Mutual Fund. Investment companies that sell shares to investors, offering investors diversification and professional portfolio management. Prices generally fluctuate with the performance of the fund.

Net Asset Value. The ratio of the market value of the portfolio divided by the book value of the portfolio.

Par. The value of a security as expressed on its face (face value) without consideration of a discount or premium.

Pledge. The grant of a collateral interest in investment securities by the depository bank as assurance of the safety of City deposits.

Pooled Fund Group. The combination of various accounts and funds of the City in a single, internally-created investing entity.

Portfolio. The collection of securities held by an investor.

Principal. The capital sum of an investment, as distinguished from interest.

Premium. The difference between the cost price and the face value at maturity in cases where the cost price is higher than the face value.

Rate-of-Return. See Yield.

Repurchase Agreement (REPO). An investment arrangement in which the holder of a security sells that security to an investor (the City) with an agreement to repurchase the security at a fixed price and on a fixed date.

Reverse Repurchase Agreement. An investment arrangement by which the City sells a security to a third party, such as a bank or broker/dealer, in return for cash and agrees to repurchase the instrument from the third party at a fixed price and on a fixed date. The City would then use the cash to purchase additional investments. This type of investment is prohibited in the City's portfolio, except to the extent used by local government investment pools with which the City invests.

Safekeeping. An arrangement whereby a bank holds securities and other valuables for protection in exchange for a fee.

Safety. The assurance of the undiminished return of the principal of the City's investments and deposits.

Secondary Market. A market for the purchase and sales of outstanding securities following their initial distribution.

SEC Rule 15C3-1 (Uniform Net Capital Rule). Security and Exchange Commission requirement that member firms and nonmember broker/dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1.

Security. A financial instrument that signifies an ownership interest, the right to an ownership interest, or creditor status.

Security Risks. The uncertainty of the value of a security dependent on its particular qualities.

Time Deposits. Deposits at the depository bank that are not due and payable until a specific date.

United States Agency Securities. Debt instruments issued by an executive department, an independent federal establishment, or a corporation or other entity established by Congress which is owned in whole or in part by the United States of America.

United States Treasury Securities. Debt instruments issued by the Treasury of the United States. **Treasury Bills** are issued for short-term borrowings (less than one year); **Treasury Notes** are issued for mid-term borrowings (Two - ten years); **Treasury Bonds** are issued for long-term borrowings (over ten years).

Yield. The rate of annual income return on an investment, expressed as a percentage.

TEXAS PUBLIC FUNDS INVESTMENT ACT CERTIFICATION BY BUSINESS ORGANIZATION

CITY OF LAKE WORTH, TEXAS

This certification is executed on behalf of the City of Lake Worth, Texas (the "City"), and the "Business Organization"), pursuant to the Public Funds
Investment Act, Chapter 2256, Texas Government Code (the "Act") in connection with investmen transactions conducted between the City and the Business Organization.
The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:
 The undersigned is a Qualified Representative of the Business Organization offering to enter are investment transaction with the Investor as such terms are used in the Public Funds Investmen Act, Chapter 2256, Texas Government Code; and
The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the City; and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the City that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.
Qualified Representative of Business Organization
Firm:
Signature
Printed Name:
Title:

Lake Worth City Council Meeting – July 11, 2017

Agenda Item No. B.5

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

Item: Approve Ordinance No.1088, amending the FY 2016/2017 budget for General Fund for

the purchase of radio communications equipment and services.

Summary:

At the regular Council meeting on June 13, 2017, Council approved the purchase of radio communications equipment and services. The total cost of the system will be \$578,043. Of that amount, \$323,053 is for two (2) dispatch consoles; Tarrant County 911 will provide grant funding for this portion of the purchase. Staff recommended use of unassigned fund balance to fund the remaining cost of \$254,990.

Fiscal Impact:

- 1. Increase in Grant Revenue \$323,053
- 2. Increase in Equipment Expense \$578,043
- 3. Increase in Use of Prior Year Unassigned Fund Balance \$254,990

Attachments:

1. Ordinance No. 1088 amending the FY 2016/2017 budget for General Fund

Recommended Motion or Action:

Approve Ordinance No. 1088, amending the FY 2016/2017 budget for General Fund for the purchase of radio communications equipment and services.

ORDINANCE NO. 1088

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 and revenues for the General Fund require amendment to reflect the cost and funding sources for radio communications equipment and services; and

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

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

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

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

ADD:

\$578,043 to the General Fund Expenses

#100-0002-303-000 Equipment 5376.04	#100-0802-505-000	Equipment	\$578,043
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\$578,043 to the General Fund Revenues

#100-4821-000-000	Grant Proceeds - Administration	\$323,053
#100-4999-000-000	Use of Prior Year Unassigned Fund Balance	\$254,990

Reason (pursuant Section 5.01(e) of the City Charter, as amended):
At the June 13, 2017 City Council meeting, Council approved the purchase of radio communications equipment and services for a total amount not to exceed \$579,000.
Approval was also given for the acceptance of grant proceeds from Tarrant Count 911 and use of prior year unassigned fund balance as funding sources for the purchase.

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.

CITY OF LAKE WORTH

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

ATTEST:	By: Walter Bowen, Mayor
Monica Solko, City Secretary	
APPROVED AS TO FORM AND LEGALITY:	
Drew Larkin, City Attorney	
APPROVED AS TO CONTENT:	
Debbie Whitley, ACM/Director of Finance	

Lake Worth City Council Meeting – July 11, 2017

Agenda Item No. B.6

From: Danielle Hackbusch, Human Resources/Risk Management

Item: Approve Resolution No. 1025, revising the job description for the Police Chief.

Summary:

The Police Chief job description has been revised to more accurately reflect the duties, responsibilities, requirements, experience, and physical abilities of this position.

Fiscal Impact:

N/A

Attachments:

- 1. Resolution No. 1025
- 2. Police Chief Job Description

Recommended Motion or Action:

Move to approve Resolution No. 1025, revising the job description for the Police Chief.

RESOLUTION NO. 1025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS, REVISING THE JOB DESCRIPTION FOR THE POLICE CHIEF.

WHEREAS, the Human Resources/Risk Management Coordinator has prepared and submitted revisions to the job description for Police Chief for adoption; and

WHEREAS, the purpose of the revision is to accurately define the duties, responsibilities, requirements, experience, and physical abilities of the position listed; and

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

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

Section 1. The Police Chief job description is hereby amended as attached, and shall be effective immediately:

PASSED AND APPROVED this 11th 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	

City of Lake Worth

Job Description

Job Title: Police Chief Department: Police

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

GENERAL SUMMARY

The Police Chief provides administrative guidance and control to the City of Lake Worth and the Lake Worth Police Department. The Chief holds top-level responsibility for the planning and direction and is the chief administrative officer of the Police Department. The Chief performs tasks on his own initiative and is expected to show the highest level of professional judgement.

SUPERVISION RECEIVED AND EXERCISED

This position receives supervision from the City Manager. This position supervises all Police Department personnel.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties include but are not limited to the following:

- Oversees the administration of 911 Services, criminal investigation, animal services, and other emergency and non-emergency law enforcement activities
- Coordinates police work with other municipalities and law enforcement agencies
- Researches law enforcement techniques and methods to ensure that lesson plans are developed, continual training is provided, and subordinates are developed
- Ensures compliance with all required state, federal, and other governing regulations, certifications, and accreditation
- Maintains an effective working relationship with the public through community relations with various media--television, newspaper, schools, businesses, community and civic organizations
- Coordinates activities with subordinate supervisors and other departmental personnel to insure consistency in interpretation and implementation of orders, City Ordinances, policies, procedures, and other laws
- Prepares and administers the department budget
- Ensures effective operational and financial management through forecasting, reviewing budgetary submissions, procurement, control of grants and other funds, and auditing expenditures
- Develops, evaluates, and monitors the goals and objectives and the long-range

FLSA Status: Exempt

- service plans, policies, and procedures to carry out the mission of the department
- Develops and administers personnel and operational policies and procedures and provides training and direction necessary to increase the productivity and efficiency of personnel and functions
- Executes personnel related managerial and supervisory functions to include hiring, training, delegating work assignments, evaluating, counseling, disciplining, and other related tasks
- Performs continual inspections of operational, administrative, personnel functions, and activities to identify any inefficiencies and ineffectiveness and then implements corrective workable solutions
- Consults with other staff members on adjustments needed to reflect program changes
- Maintains a physical inventory and fixed asset record of all materials
- Adheres to and ensures employees adhere to orders, personnel, and safety policies and procedures.
- Performs other duties as assigned by the City Manager.

KNOWLEDGE/SKILLS

- Must have an extensive working knowledge of the principles, theories, and practices of law enforcement, crime prevention, investigation, and other policing operations
- Must have excellent managerial, leadership, organizational, customer and public relations, personnel management, and budgetary skills
- Must have excellent communicative skills, both oral and written
- Must be able to maintain a professional and pleasant demeanor at all times
- Must be able to manage multiple projects, meet deadlines, prioritize and organize work assignments, work well under pressure and stress, and make competent decisions
- May work extensive hours, as needed, to attend board, council, and other related meetings
- Must be able to maintain confidentiality with criminal and investigative information

EDUCATION AND EXPERIENCE

Bachelor's Degree from an accredited college or university with major coursework in the field of criminal justice, police science, public administration, or a closely related field; ten years' law enforcement experience, with five years' experience in police command level position; graduate of the Law Enforcement Management Institute of Texas (LEMIT) or other recognized law enforcement management school.

LICENSES AND CERTIFICATES

Valid Class C Texas driver license; valid TCOLE Advanced Peace Officer Certification or ability to acquire one.

PHYSICAL ABILITIES

- Must possess the visual acuity to operate a computer terminal and city vehicle
- Walk, stand, sit, or run for prolonged periods of time
- Regularly push, pull, lift, and/or carry up 10 pounds
- Frequently lift and/or move objects up to 50 pounds
- Occasionally lift and/or move objects up to 100 pounds or more
- Occasionally stoop, bend, kneel, crouch, reach, and twist
- Operate office equipment including use of a computer keyboard
- Speak and hear to exchange information in English
- Operate a vehicle to travel to various locations
- Operate and use specialized law enforcement tools and equipment including guns and handcuffs
- Restrain or subdue individuals

The City of Lake Worth is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act (ADA), the City of Lake Worth will provide reasonable accommodations to qualified individuals with disabilities. All applicants must also take a drug test prior to employment with the city.

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

any changes by sending me a revised cop	py for my review and signature.	
Employee's Signature	Date	
Supervisor's Signature	Date	

Lake Worth City Council Meeting – July 11, 2017

Agenda Item No. B.7

From: Natacha Valdez, Municipal Court Director

Item: Approve a contract for the collection of delinquent utility bills with McCreary,

Veselka, Bragg and Allen, LLC (MVBA) and authorize the City Manager to execute

the contract.

Summary:

The City has been under contract with Municipal Services Bureau (MSB) for the collection of delinquent utility bills since 2001. The current contract states that the City will pay a forty percent (40%) commission rate on the amount collected by MSB. The UB department has not seen a substantial rate of collection for the utility accounts, less than \$100.00 per year collected, and Staff feels that MVBA will be a more proactive company in the collection of these accounts. The Municipal Court has been using MVBA for collection of delinquent court cases since 2009 and has been very satisfied with their work.

Staff recommends that we end the current contract with MSB and enter into a contract with MVBA at a rate of twenty percent (20%).

Fiscal Impact:

Although no specific amount can be determined, Staff feels that the activity that MVBA has produced with court cases that the total amount collected in the utility billing department will greatly improve.

Attachments:

1. Contract with MVBA

Recommended Motion or Action:

Move to approve the contract with MVBA for utility billing collections and authorize the City Manager to execute the contract.

CONTRACT FOR THE COLLECTION OF DELINQUENT ACCOUNTS RECEIVABLE

STATE OF TEXAS
COUNTY OF TARRANT

THIS CONTRACT is made and entered into by and between the CITY OF LAKE WORTH, TEXAS, acting herein by and through its governing body, hereinafter styled, "City", and MVBA, LLC dba McCREARY, VESELKA, BRAGG AND ALLEN, LLC, hereinafter styled "MVBA".

I.

The City agrees to retain and does hereby retain MVBA to provide services related to the collection of delinquent accounts receivable, including but not limited to delinquent utility bills, ("Delinquent Accounts Receivable") pursuant to the terms and conditions described herein. Legal services shall include but not be limited to recommendations and legal advice to the City to take legal enforcement action, representing the City in any dispute or legal challenge to authority to collect such delinquent accounts receivable, defending the City in litigation or challenges of its collection authority, and representing the City in collection interests in bankruptcy matters as determined by MVBA or the City. The City further authorizes MVBA to execute all legal documents that are reasonably necessary to pursue collection of the City's claims in connection with the collection of Delinquent Accounts Receivable that are subject to this contract. This contract supersedes all prior oral and written contracts between the parties regarding delinquent accounts receivable, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

II.

For purposes of this contract, Delinquent Accounts Receivable shall be considered delinquent and referred to MVBA when not timely paid in accordance with any applicable contract, ordinance or statute providing for the payment of the underlying debt.

At least once each month on a date or dates agreed upon by the parties, the City will provide MVBA with copies of, or access to, the information and documentation necessary to collect the Delinquent Accounts Receivable that are subject to this contract. The City shall furnish the information to MVBA by electronic transmission

MVBA shall forward to the City copies of any correspondence regarding a disputed debt received from a debtor and the request for verification of the debt. The City will provide to MVBA within ten (10) days of the receipt for the request for verification of the debt, copies of all records which will verify the debt which in turn will be forwarded to the debtor by MVBA. All collection activity will be suspended on any disputed debt until the appropriate verification of the debt is delivered to the debtor.

IV.

Upon consultation and agreement by both parties hereto, MVBA may institute civil legal proceedings, including seeking writs of execution, to collect Delinquent Accounts Receivable. The City shall pay in advance of the initiation of any writ of execution or collection lawsuit any filing fees charged by the Court or Clerk of the Court in which the writ of execution is to be issued or the collection lawsuit is to be filed including the costs for service of citation. MVBA may also, after consultation and agreement by both parties, file proofs of claims in the United States Bankruptcy Court on behalf of the City.

V.

MVBA shall forward all cashier checks or money order payments made payable to the City and any correspondence from debtor directly to the City. Cashier checks or money order payments made payable to MVBA will be deposited daily into the MVBA Trust Account. MVBA may also collect the amount due from the debtor by credit card or electronic draft which is deposited directly into the MVBA Trust Account. MVBA may set up payment arrangements and accept partial payments on any delinquent accounts receivable. MVBA shall weekly remit to the City all payments in full received into the MVBA Trust Account, along with an invoice detailing the account number, name of debtor, amount paid to MVBA or City, MVBA fee percentage and fees earned for each account.

VI.

MVBA shall indemnify and hold the City harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the City and MVBA, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

VII.

For the collection of Delinquent Accounts Receivable in which the data files are transmitted to MVBA by electronic media, the City agrees to pay to MVBA as compensation for services provided, pursuant to this contract, a fee of twenty percent (20%) of the amount of the Delinquent Accounts Receivable collected.

All compensation shall become the property of MVBA at the time of payment. The City shall pay to MVBA said compensation on a monthly basis by check.

VIII.

The City recognizes and acknowledges that MVBA owns all right, title and interest in certain proprietary software that MVBA may utilize in conjunction with performing the services provided in the contract. The City agrees and hereby grants to MVBA the right to use and incorporate any information provided by the City ("account or debtor information") to update the databases in this proprietary software, and, notwithstanding that the case or defendant information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the City shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the City shall be entitled to obtain a copy of such data that directly relates to the City's accounts at any time.

MVBA agrees that it will not share or disclose any specific confidential account or debtor information with any other company, individual, organization or agency, without the prior written consent of the City, except as may be required by law or where such information is otherwise publicly available. It is agreed that MVBA shall have the right to use account or debtor information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain account or debtor information. These aggregate statistics are owned solely by MVBA and will generally be used internally, but may be shared with MVBA's affiliates, partners or other third parties for purposes of improving MVBA's software and services.

MVBA reserves the right to return to the City all accounts not collected within one (1) year of referral by the City, or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

IX.

The initial term of this contract is one year, beginning on the first day of the month following the execution of the Contract by both parties, and shall automatically renew on the anniversary date and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions unless terminated earlier by either party. Either party may, without cause, terminate this contract by giving the other party written "Notice of Termination of Contract" at least sixty (60) days prior to the intended termination date.

In the event that the City terminates this contract, MVBA shall be entitled to continue its collection activity on all accounts previously referred to MVBA for six (6) months from the date of receipt of the "Notice of Termination of Contract" and to payment of its fee, pursuant to Paragraph VII of this contract for all amounts collected on accounts referred to MVBA. The City may, at its discretion, refer additional accounts to MVBA after notice of termination has been received by MVBA. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA.

X.

For purposes of sending notice under the term of this contract, all notices from the City shall be sent to MVBA by certified United States mail to the following address:

McCreary, Veselka, Bragg & Allen, LLC. Attention: Harvey M. Allen P.O. Box 1310 Round Rock, Texas 78680-1310

or delivered by hand or by courier, and addressed to: 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the City shall be sent be certified United States mail or delivered by hand or courier to the following address:

City of Lake Worth, Texas Attention: City Manager 3805 Adam Grubb Lake Worth, Texas 76135

XI.

This contract is made and is to be interpreted under the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute or another legal proceeding concerning or arising out of this contract shall be in Tarrant County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

XII.

In consideration of the terms and compensation herein stated, MVBA hereby agrees to undertake performance of said contract as set forth above.

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the	day of	, A.D. 2017.
CITY OF LAKE WORTH, TEXAS		

City Manager	

MVBA, LLC dba McCREARY, VESELKA, BRAGG & ALLEN, LLC

Harvey M. Allen

Manager

Lake Worth City Council Meeting – July 13, 2017

Agenda Item No. C.1

From: Suzanne Meason, Planning & Zoning Administrator

Item: Public Hearing to consider Planning & Zoning Case No. PZ17-04, 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 0.2249 acre tract of land, legally known as Block 5, Lot 18, Broadview West, Lake

Worth, Tarrant County, Texas, being that all of the certain called 0.2249 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 "MD" – Moderate Density for the use of a Duplex Dwelling Unit, 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 0.2249 tract of land located at 6012 Cowden Street, Lake Worth,

Texas - Ordinance No. 1087. [THE CASE HAS BEEN WITHDRAWN BY THE

APPLICANT].

Property Description:

0.2249 acres of property, located at 6012 Cowden Street

Property Owner(s):

Jason Jones, 1205 Comanche Drive, Allen, Texas 75013

Applicant:

Jason Jones

Engineer/Surveyor:

N/A

Current Zoning:

"SF-1" – Single Family Residential

Proposed Use:

"MD" – Moderate Density for the use of a Duplex Dwelling Unit

Existing Road(s):

Cowden Street

Surrounding Zoning:

North: The property to the north is currently zoned "PC" – Planned Commercial, but is used for a single family residence.

Lake Worth City Council Meeting – July 13, 2017

Agenda Item No. C.1

South: The property to the south is currently zoned "PC" – Planned Commercial, but is used for a single family residence.

East: The property to the east is currently zoned "PC" – Planned Commercial, but is used for a single family residence.

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

Summary:

Mr. Jones purchased the above mentioned property in February 2017 with the intent to use the property as a duplex dwelling unit along with an additional residence in the rear of the property, so three (3) families dwelling on the same property. Upon a rental inspection in February 2017 staff discovered Mr. Jones intent. He was then notified that the property was currently zoned "SF-1" - Single Family Residential and could only have one (1) family live at the property. The property was zoned "PC" - Planned Commercial at one time, when a former owner Ruth Bullon operated an assisted living facility out of the property. Upon her retirement she let her state license expire and then requested a zoning change for the property back to "SF-1" - Single Family Residential in April 2012. The property was sold and/or changed hands several times before Mr. Jones purchased it in 2017. Mr. Jones was notified by staff that the property was not properly zoned for his proposed intent and that he would have to request a zoning district change. However, the City does not have a zoning district which would allow for three (3) families to occupy one (1) property. Mr. Jones was told that he may apply for a zoning district change to "MD" - Moderate Density for a duplex dwelling unit, but the back structure could not be used for a dwelling unit at all and would have to be an accessory structure only. The main structure would also require separation of the electric meter and water meter, should the request be granted.

The case was heard by the Planning & Zoning Commission on June, 20, 2017 at their regular meeting and it was recommended that the request to change the zoning from "SF-1" – Single Family Residential to a zoning designation change and land use of "MD" – Moderate Density for the use of a Duplex Dwelling Unit be DENIED by a vote of 4 to 1 (2 members were absent).

On June 28, 2017 an email was received from Mr. Jones, the property owner, requesting that his application for the zoning change be withdrawn.

Public Input:

On June 6, 2017, as required by State law, the City mailed out twenty seven (27) 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 June 2, 2017. We have received the following in favor/opposition to the request:

Lake Worth City Council Meeting – July 13, 2017

Agenda Item No. C.1

- 1. FOR no comment forms received.
- 2. AGAINST One (1) comment form received, owner thinks should remain single family, houses already too close together.

Fiscal Impact:

N/A

Attachments:

1. Application Withdrawal Email

Recommended Motion or Action:

No action is necessary on the case, as the applicant has withdrawn his application.

From: Jason Jones
To: <u>Suzanne Meason</u>

Subject: Re: Public Hearing before Planning & Zoning Comission

Date: Wednesday, June 28, 2017 10:58:38 AM

Attachments: image.png

Hi Suzanne,

After the public hearing last week with the P&Z commission it's pretty evident that the rezoning process isn't going to get passed. Can you please withdraw my request and application for 6012 Cowden. Looks like I will need to put a door between the units in the from structure and rent it our as a larger family home.

I appreciate all your help through the process.

Thanks.

Jason Jones

Jason Jones wrote:

Thank you for the update, Suzanne. I will be there.

Jason

Suzanne Meason wrote:

Mr. Jones.

Just a reminder that tomorrow is the public hearing before the P&Z Commission for your requested zone change for the property located at 6012 Cowden Street.

The meeting will start promptly at 6:30 pm and will be located in the City Council Chambers at 3805 Adam Grubb, Lake Worth, Texas 76135.

Please be in attendance so that you may present your case to the Commission and answer any questions they may have.

Thank you,

Suzanne Meason
Planning & Zoning Administator/Code Compliance
City of Lake Worth
Building Development Services
3805 Adam Grubb
Lake Worth, Texas 76135
817-237-1211 x 111 fax 817-237-1333

Direct Line: 817-255-7922 smeason@lakeworthtx.org



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Lake Worth City Council Meeting – July 11, 2017

Agenda Item No. E.1

From: Sean Densmore, Director of Public Works

Item: Discuss and consider accepting the bid from Acme Fence Services, Inc. for the 2017 Lake

Worth Park Ball Field #1 and #2 Fence Replacement in an amount not to exceed

\$123,300.00 and authorize the City Manager to execute a contract.

Summary:

Kimley-Horn opened sealed bids on Wednesday, June 14, 2017 at 10:00 am for the 2017 Lake Worth Park Ball Field #1 and #2 Fence Replacement. There were a total of four (4) companies that submitted bids for the project. Attached is the bid tabulation sheet for review.

Based on Kimley-Horn's reviews Acme Fence Services, Inc. appears to be the lowest responsible bidder.

The total base bid submitted was for \$123,300.00. The contract is to remove old existing fence on ball fields 1 and 2 and install 1820' LF of 10' fence, 4 dugouts with shade covering, and 2-16' backstops. This project will also include concrete work and additional entrance gate for field 3 per ADA.

Fiscal Impact:

Base Bid: \$123,300.00.

Attachments:

- 1. Bid Tab
- 2. Engineers Letter of Award
- 3. 1295 Form

Recommended Motion or Action:

Move to award the bid to Acme Fence Services, Inc. for an amount not to exceed \$123,300.00 and authorize the City Manager to execute a contract.

BID TABULATION

KIMLEY-HORN AND ASSOCIATES, INC.

CHECKED BY: Wisty Curstice

Owner:	r: City of Lake Worth				BIDDER 1 BIDDER 2		BIDDER 3		BIDDER 4		
Job No.:	b No.: 061060001				Acme Fence Services, Inc.		Four Seasons Development Co.		Raydon, Inc.	Swift Corporation, LLC	
Project:	2017 Lake Worth Park Fencing	<u> </u>		2509 Minnis Drive		5825 W. Sam Houston Pkwy. N		P.O. Box 671		3585 Rocking J Road	
Date:	June 14, 2017			Ft. Worth, TX 76117		Houston, TX 77041		Breckenridge, TX 76424		Round Rock, TX 78665	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid	ĺ										
1	Mobilization	1	LS	\$6,000.00	\$6,000.00	\$32,000.00	\$32,000.00	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00
2	Site Preparation	1	LS	\$8,500.00	\$8,500.00	\$9,520.00	\$9,520.00	\$3,000.00	\$3,000.00	\$25,000.00	\$25,000.00
3	6" Concrete Curb for Backstop	140	LF	\$25.00	\$3,500.00	\$17.35	\$2,429.00	\$39.00	\$5,460.00	\$20.00	\$2,800.00
4	4" Concrete Pad with 6" Integral Curb for Dugout	90	SY	\$108.00	\$9,720.00	\$105.00	\$9,450.00	\$94.50	\$8,505.00	\$110.00	\$9,900.00
5	10' Tall Chainlink Fence for Field	1,820	LF	\$28.50	\$51,870.00	\$25.95	\$47,229.00	\$66.55	\$121,121.00	\$45.00	\$81,900.00
6	10' Tall Chainlink Fence for Dugout	120	LF	\$32.00	\$3,840.00	\$45.00	\$5,400.00	\$66.55	\$7,986.00	\$45.00	\$5,400.00
7	8' Tall Chainlink Fence for Dugout	180	LF	\$24.00	\$4,320.00	\$41.00	\$7,380.00	\$56.70	\$10,206.00	\$40.00	\$7,200.00
8	16' Chainlink Fence for Backstop	260	LF	\$100.00	\$26,000.00	\$112.50	\$29,250.00	\$112.00	\$29,120.00	\$250.00	\$65,000.00
9	10'x3' Chainlink Single Welded Frame Gates	5	EA	\$650.00	\$3,250.00	\$925.00	\$4,625.00	\$1,050.00	\$5,250.00	\$600.00	\$3,000.00
10	10'x12' Chainlink Single Welded Equipment Gates	2	EA	\$1,250.00	\$2,500.00	\$1,900.00	\$3,800.00	\$2,400.00	\$4,800.00	\$1,100.00	\$2,200.00
11	11 Covering for Dugout with Supports 4 EA			\$950.00	\$3,800.00	\$2,000.00	\$8,000.00	\$4,000.00	\$16,000.00	\$5,000.00	\$20,000.00
Total Bas	Total Base Bid				\$123,300.00		\$159,083.00	_	\$213,948.00		\$237,400.00



June 16, 2017

Mrs. Stacey Almond City Manager City of Lake Worth 3805 Adam Grubb Lake Worth, TX 76135

Re: 2017 Lake Worth Park Ball Field #1 and #2 Fence Replacement

KHA No. 061060001

Dear Mrs. Almond:

On June 14, 2017, the City of Lake Worth received and opened bids for the referenced project. The following bid proposals were received:

<u>Bidder</u>	Base Bid
Acme Fence Services, Inc.	\$123,300.00
Four Seasons Development Co.	\$159,083.00
Raydon, Inc.	\$213,948.00
Swift Corporation, LLC	\$237,400.00

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

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

TX Registration No. F-928

Misty Christian, P.E.

Enclosure

Copy to: Ms. Debbie Whitley, City of Lake Worth (email)

misz Centra

Mr. Sean Densmore, City of Lake Worth (email)

K:\FTW_Utilities\061060001\PROJECTS\LakeWorthPark_Fencing\Bidding

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

			1 of 1	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE US		
Name of business entity filing form, and the city, state and cour of business.	ntry of the business entity's place	Certificate Number:	OI TILIIYO	
Acme Fence Services Inc	2017-230974			
Haltom City, TX United States		Date Filed:		
Name of governmental entity or state agency that is a party to the being filed.	he contract for which the form is	06/29/2017		
City of Lake Worth		Date Acknowledged:		
3 Provide the identification number used by the governmental ent description of the services, goods, or other property to be provi	tity or state agency to track or identify ided under the contract.	the contract, and pro	vide a	
2017-07-11E1 Fence				
4 Nome of Internated Dark			f interest	
Name of Interested Party	City, State, Country (place of busine	ess) (check ap	oplicable)	
Davis, John	Haltom City, TX United States	X	Intermediary	
Robyn, Davis	Haltom City, TX United States	Х		
·				
5 Check only if there is NO Interested Party.				
AFFIDAVIT Karen Charles My Commission Expires 12/05/2020 ID No. 130921154	affirm, under penalty of perjury, that the a	RESIDENT	and correct.	
AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said	, this the 2	9day of <u>J</u>	me.	
Dun Mules + wen	Charles nou	of officer administerin	Manue er Ig oath	

Lake Worth Regular City Council Meeting – July 11, 2017

Agenda Item No. F.1

From: Stacey Almond, City Manager

Item: Discuss and consider Resolution No. 1026, to deny the rate application and

consolidation proposed by ONCOR Electric Delivery Company, LLC.

Summary:

The City, along with 158 other cities served by Oncor Electric Delivery Company LLC ("Oncor" or "Company") is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

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

In March, the Steering Committee engaged the services of three consultants, Mr. Lane Kollen, Mr. Richard Baudino, and Mr. Karl Nalepa, to review the Company's filing. The consultants identified numerous unreasonable expenses and propose significant reductions to the Company's request. Accordingly, the Steering Committee's attorneys recommend that all members adopt the Resolution denying the rate change.

Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with Oncor's filing (i.e. PUC Docket No. 46957) currently pending at the Commission.

Under the law, cities with original jurisdiction over this matter have 125 days from the initial filing to take final action on the application. By the agreement of the parties, this deadline was suspended until August 19, 2017. As such, all cities with original jurisdiction will need to adopt the resolution no later than August 19.

Fiscal Impact:

Lake Worth Regular City Council Meeting – July 11, 2017

Agenda Item No. F.1

Attachments:

1. Resolution No. 1026

Recommended Motion or Action:

Move to approve Resolution No. 1026 to deny the rate application and consolidation proposed by ONCOR Electric Delivery Company, LLC.

RESOLUTION NO. 1026

A RESOLUTION OF THE CITY OF LAKE WORTH, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S ("ONCOR" OR "COMPANY") APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Lake Worth, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about March 17, 2017, Oncor filed with the City an application to increase system-wide transmission and distribution rates by \$317 million or approximately 7.5% over present revenues. The Company asks the City to approve an 11.8% increase in residential rates and a 0.5% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application; and

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

Section 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

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

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

PASSED AND APPROVED on the 11th 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	

Lake Worth Regular City Council Meeting – July 11, 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.

This item was pulled from the regular council meeting in June due to conflict in the plans provided. The Public Works department requested no additional drilling in the tower and the attached plans reflect that request.

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 Yvalnut Springs BOSQUE Blum

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
- 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:



SUITE 406 HOUSTON, TX 77057 678-280-2325

PROJECT INFORMATION

4200 BOAT CLUB ROAD FORT WORTH, TX 76135

32° 49' 6.0" -97° 24' 56.0" LONGITUDE:

ELEVATION: N/A

IURISDICTION TARRANT COUNTY TOWER OWNER: CITY OF LAKE WORTH 3805 ADAM GRUBB

LAKE WORTH, TX 76135 817-237-1211

VERIZON WIRELESS APPLICANT:

1301 SOLANA BLVD., BUILDING 2

SUITE 2400

WESTLAKE, TX 76262

NINA GUNDLACH, 210-339-2609

P. MARSHALL & ASSOCIATES ENGINEER:

> 2400 AUGUSTA DRIVE, SUITE 406 HOUSTON, TX 77057

PATRICK W MARSHALL, P.E. 678-280-2325

ONCOR

AT&T

DRAWING INDEX

TITLE SHEET & PROJECT INFORMATION

GENERAL NOTES OVERALL SITE PLAN

POWER:

DETAILED SITE PLAN TOWER ELEVATION

EXISTING ANTENNA ORIENTATION & CONFIGURATION TABLE

FINAL ANTENNA ORIENTATION & CONFIGURATION TABLE

SMCO RF DESIGN PLUMBING DIAGRAM

GENERAL ELECTRICAL & GROUNDING NOTES

ELECTRICAL & GROUNDING SITE PLAN

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)

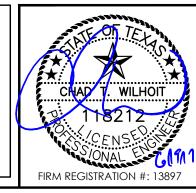
INSTALL (3) 6-CIRCUT RAYCAP OVPs (EQUIPMENT LEVEL)

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/



ASSOCIATES

verizon^v

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
2	6/19/17	REVISED MOUNT KICKER DETAIL

CTW IOB #: CGK

PWM

DESIGNED:

DRAWN:

CHECKED:

VWNT17-027

TITLE SHEET & **PROJECT INFORMATION**

T-1

GENERAL NOTES:

- 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 FYENT 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
- 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.
- 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

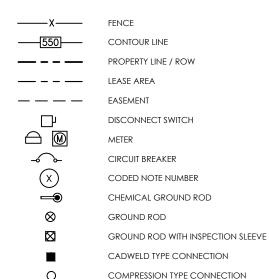
- APPROVED MATERIALS CONSISTING OF EARTH, LOAM, SANDY CLAY, SAND, GRAVEL, OR SOFT SHALE;
- FREE FROM CLODS OR STONES OVER 2-1/2" MAXIMUM DIMENSIONS;
- IN LAYERS AND COMPACTED
- 7. SITE FILL MATERIAL AND FOUNDATION BACK FILL SHALL BE PLACED IN LAYERS, MAXIMUM 6" DEEP BEFORE COMPACTION. EACH LAYER SHALL 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 GRAVE!
- 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 I 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



GROUND WIRE





LAKE WORTH_WT

4200 BOAT CLUB ROAD FORT WORTH, TX

LOCATION CODE:

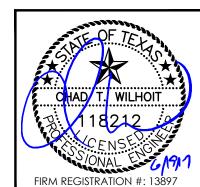
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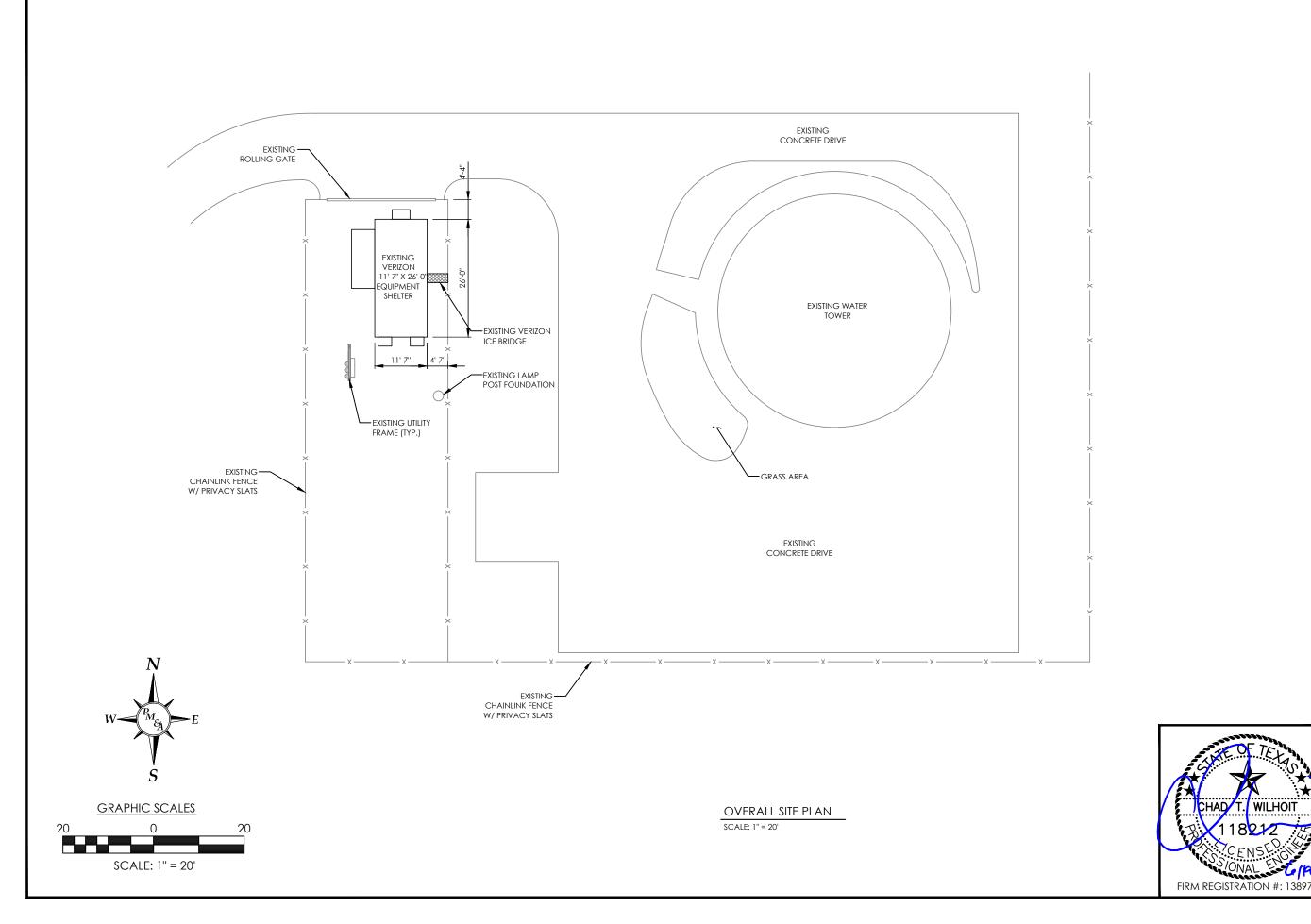
NO.	DATE	DESCRIPTION:
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2	6/19/17	REVISED MOUNT KICKER DETAIL
DECK	OUED C1	T\A/

DESIGNED: CTW
DRAWN: CGK
CHECKED: PWM

JOB #: VWNT17-027

GENERAL NOTES









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4200 BOAT CLUB ROAD FORT WORTH, TX

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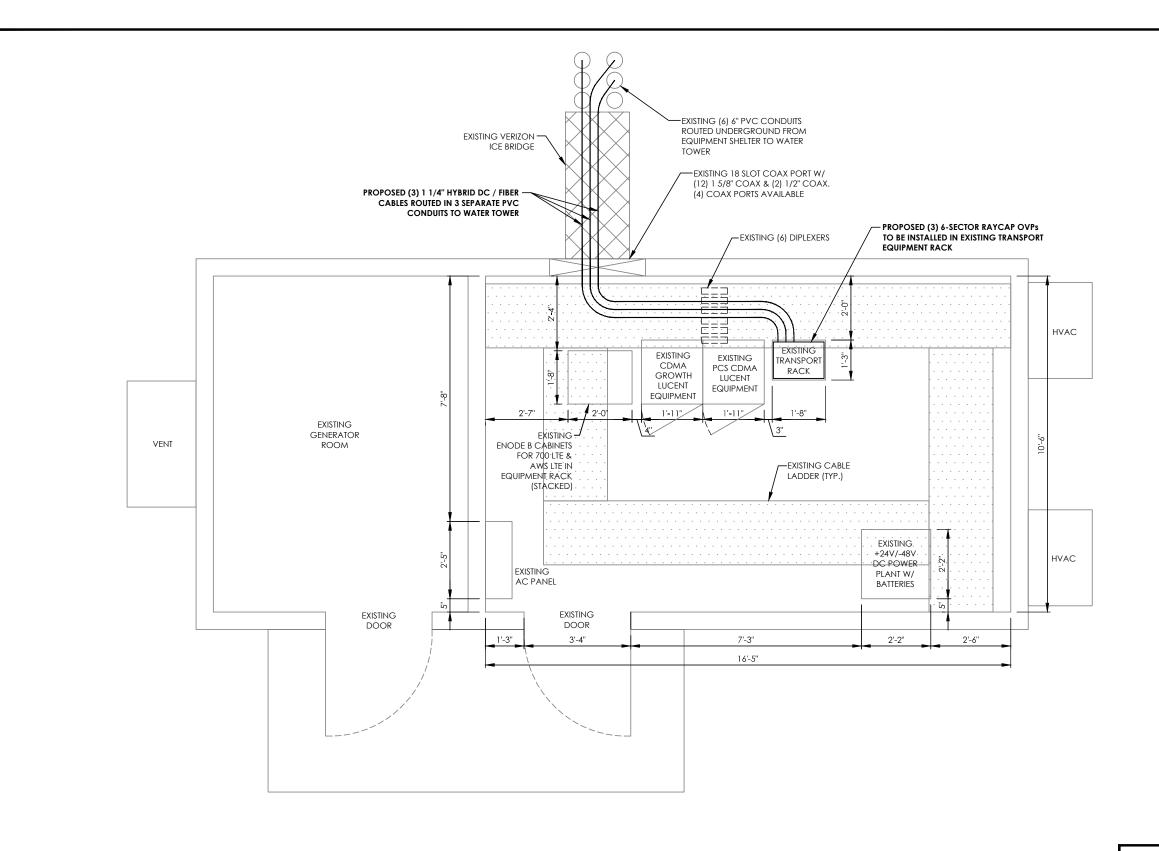
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OVERALL SITE PLAN

m C-2







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DETAILED SITE PLAN



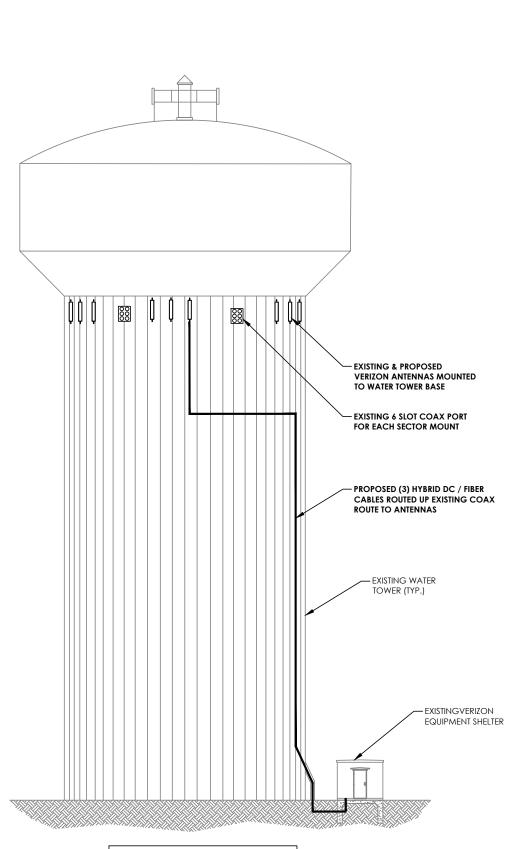
GRAPHIC SCALES

0 3

SCALE: 1" = 3'

DETAILED SITE PLAN

SCALE: 1" = 3'



REFER TO STRUCTURAL ANALYSIS FOR ANTENNA & CABLE LOADING DETAILS.

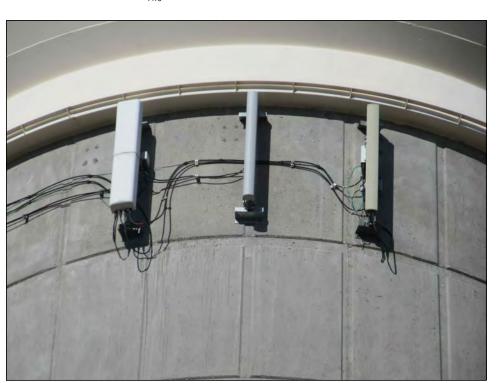
TOWER ELEVATION

NTS



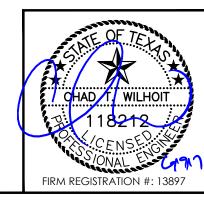
TOWER PHOTO

NTS



ANTENNA MOUNT PHOTO

NTS



verizon /



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4200 BOAT CLUB ROAD FORT WORTH, TX

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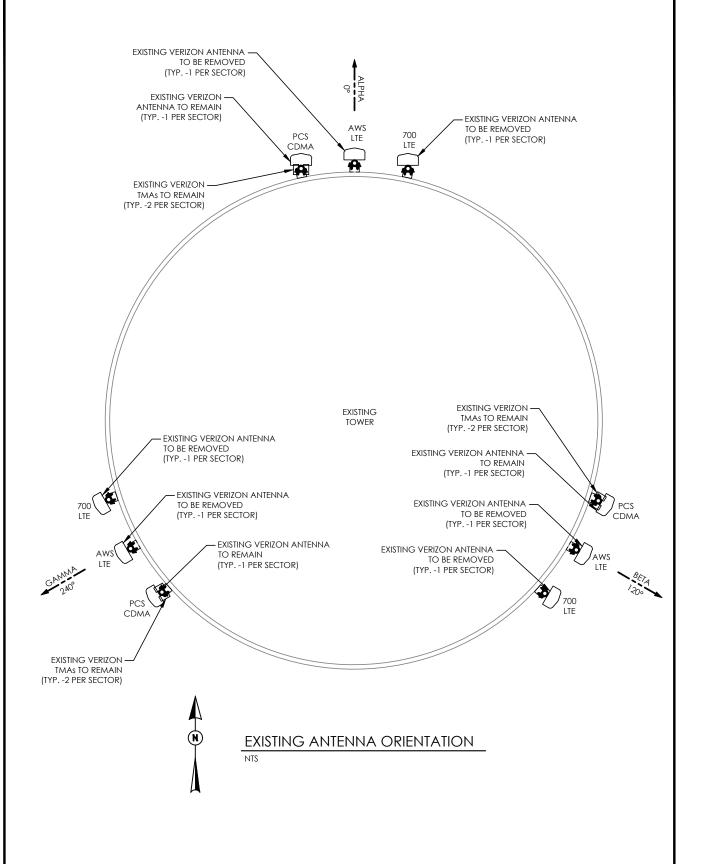
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TOWER ELEVATION



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





LAKE WORTH_WT

4200 BOAT CLUB ROAD FORT WORTH, TX

LOCATION CODE:

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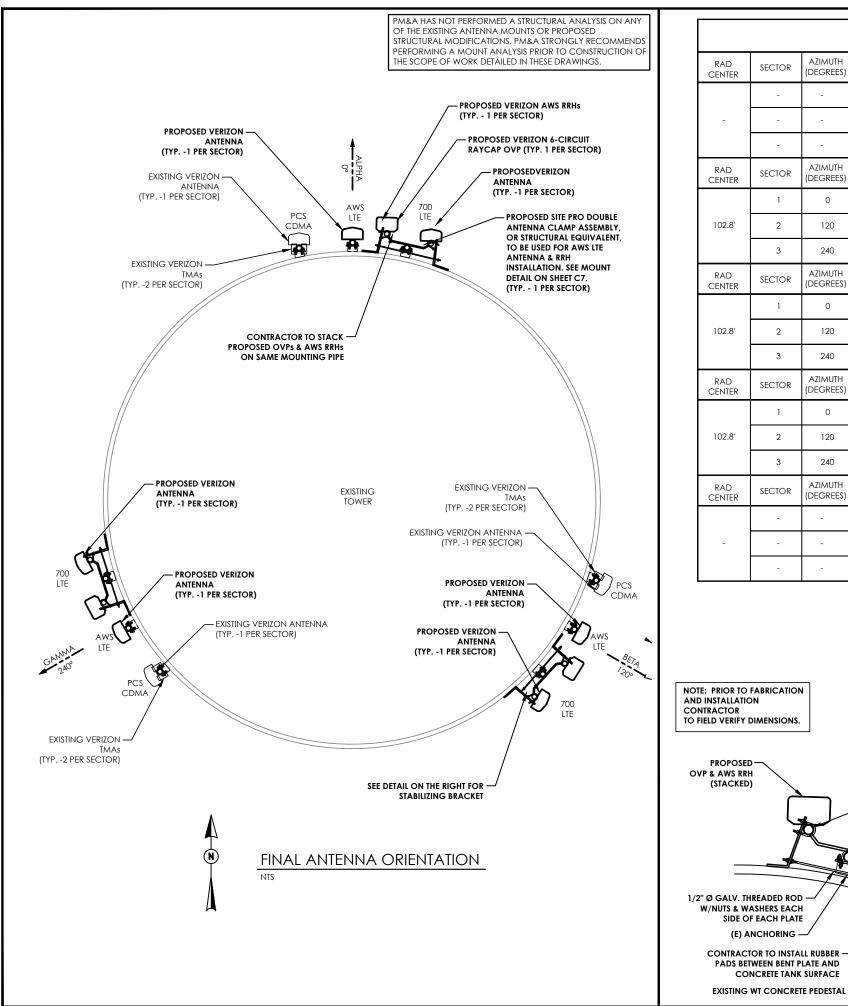
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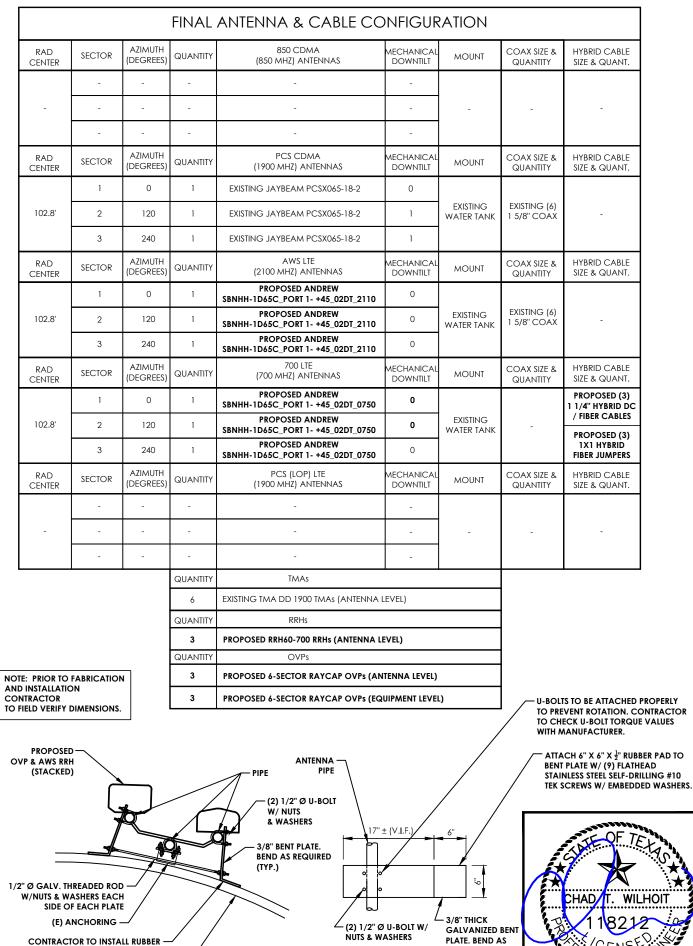
DESIGNED: CTW
DRAWN: CGK
CHECKED: PWM

JOB #: VWNT17-027



EXISTING ANTENNA & ORIENTATION CONFIG. TABLE





STABILIZING BRACKET

CONCRETE TANK SURFACE

REQUIRED.

FIRM REGISTRATION #: 13897





LAKE WORTH_WT

4200 BOAT CLUB ROAD FORT WORTH, TX

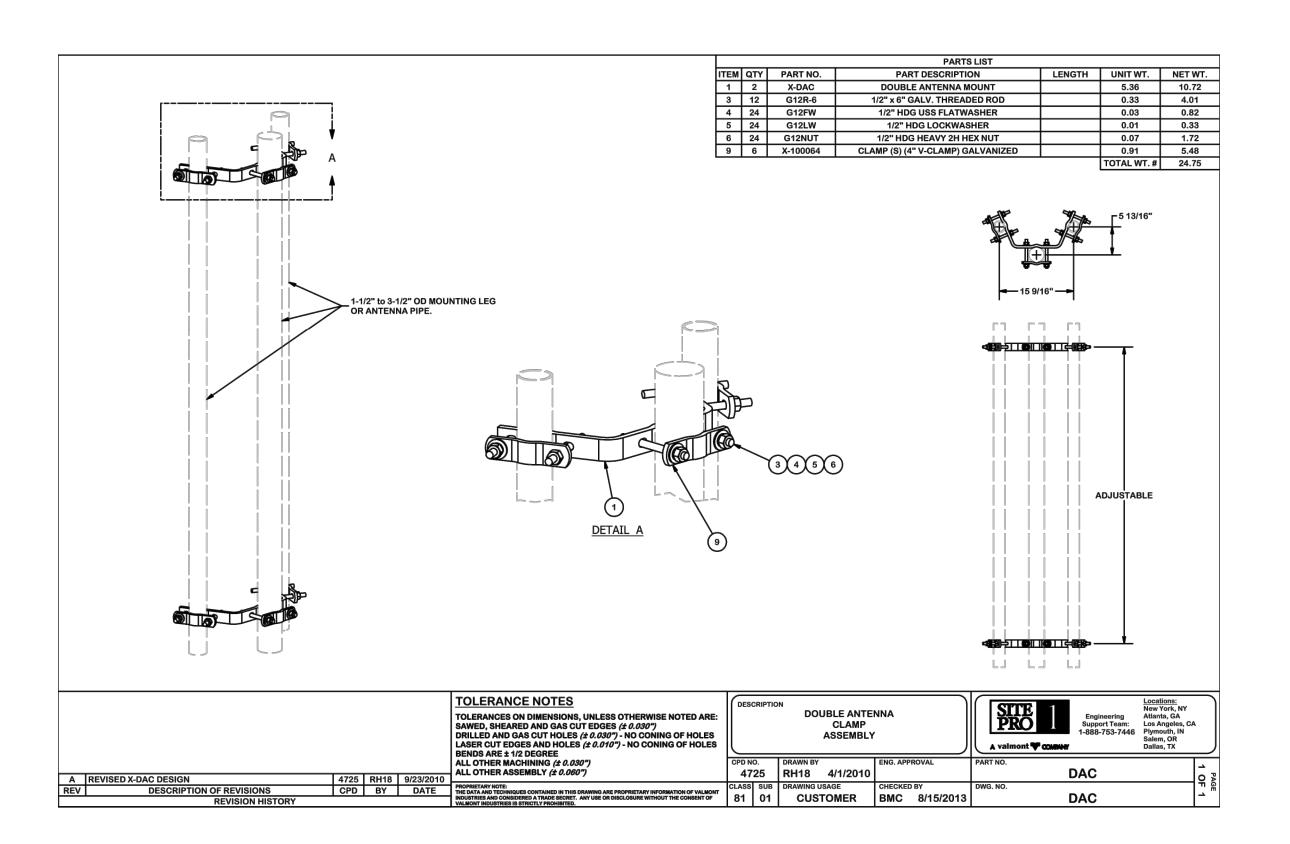
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DESIGNED: DRAWN: CHECKED: **CTW** JOB #: CGK VWNT17-027 PWM

FINAL ANTENNA & ORIENTATION CONFIG. TABLE







LAKE WORTH_WT

4200 BOAT CLUB ROAD FORT WORTH, TX

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DESIGNED: CTW
DRAWN: CGK
CHECKED: PWM

JOB #: VWNT17-027

ANTENNA
MOUNT DETAIL

Site Modification Change Order

lod Type:					Ge oP lan Market:						DFW
oject Title: Engineer Name:				LAKE_WORTH_WT_REPL+ Muhammed Siddi quil	Current Configuration: Proposed Configuration:						RTH_WT_REPL
Engineer Phone:				871 961 4934			Add re ss				
rtitude (NADS3):	Site Infor	matton		32-49-06.00 N	Street: City, State, Zip:						orth TX, 76125
ingitude (NA DES):				97-24-56.00 W	County:						Tarrant
					Coming Turns 000						
		ce Type: Current	850			S	Proposed				
ector		02	D3		Sector	D1,	02	D3			
ntenna Quantity (Tx + Rx)					Antenna Quantity (Tx + Rx)						
an utacture r lodel Number					Manufacturer Model Number						1
ector Azimuth (deg TN)					Sector Azimuth (deg T N)						
lechanical Downtiit (deg) djustable Electrical Downtiit (deg)					Mechanical Downtlit (deg) Adjusts ble Electrical Downtlit (deg)		2				
umber of Lines per Antenna					Number of Lines per Antenna						
edine Model Number					Feedline Model Number						
AD Center (ft AGL) VP Junction Boxes					RAD Center (ft AGL) OVP Junction Boxes					0	
umber of OVP Junction Boxes					Number of OVP Junction Boxes			F1			
RHs umber of RRHs	1	-	_		RRHs Number of RRHs						
ipiexers					Diplexers						
umber of Diplexers					Number of Diplexers						
M As umber of T MAs					TM As Number of T MAs						
MINDS OF THE OR	•	1			Transport of Transport						
	Service T	ype: PC:	SCDMA			Servi	ceType: PCS CDM/	A			
		Current	-			-	Proposed			_	
ector ntenna Quantity (Tx + Rx)	1	1	D3		Sector Antenna Quantity (Tx + Rx)	D1 1	12	D3			
	JAYBEAM	MABBYAL	JAYBEAM			JAYBEAM WIRELESS	JAYBEAM WIRELESS	JAYBEAM WIRELESS			
an utacture r	W/RELESS	WIRELESS	WIRELESS		Manufacturer	THAREAM MINERESS	JATOEANI WINELESS	JATEEANI WIKELESS			
lodel Number	PCS)(065-18- 2	PCSX063-18-	PCSX063-18- 2		Model Number	PCSX065-18-2	PC33(065-18-2	PCSX065-18-2			
ector Azimuth (deg TN)	0	120	240		Sector Azimuth (deg TN)	.0	120	340			
echanical Downtilt (deg)	0	1	1		Mechanical Downtiit (deg) Adjusts ble Electrical Downtiit (deg)	0	1	1			
djustable Electrical Downtilt (deg) umber of Lines per Antenna					Number of Lines per Antenna						
ediine Model Number					Feedline Model Number						
AD Center (ft AGL) VP Junction Boxes	107.8	102.8	102.8		RAD Center (ft AGL) OVP Junction Boxes	102.8	102.8	102.5			
umber of OVP Junction Boxes					Number of OVP Junction Boxes					0	
RHs					RRHs						
umber of RRHs iplexers					Number of R RHs Diplexers						
umber of Diplexers					Number of Diplexers						
M As	TMA DO 1900 FB	TMA DO 2900	TMA 00 1900 F8		TMAs	TMA 00 1900 FB	TMA DD 1900 FB	TMA DO 1900 FB			
umber of TMAs	70	7.	- 10		Number of T MAs						
											•
		Type: 700	Upper			Servi	ce Type: 700 Upper				
ector	01	Current	- 03		Sector	D1	Proposed 02	DS			
ntenna Quantity (Tx + Rx)	1	1	1		Antenna Quantity (Tx + Rx)	4	1	1			
	C35	CSS	CSS			Annual Control	40000				
an utscture r	ANTENNA.	ANTENNA.	ANTENNA.		Manutacturer	ANDREW	ANDREA	ANCREW			
	X7C+9E5+6	X7C-665-6	X7C-665-6			SENHH-1DESC_PORT1+	ISNAH-1065C_PORT1-	589-H-1065C_PDRT1-			
odel Number	100000000000000000000000000000000000000	11.000			Model Number	+45_0207_0750	+45_0201_0750	+45_0407_0750			
ector Azimuth (deg TN) lechanical Downtlit (deg)	-4	120	240		Sector Azimuth (deg TN) Mechanical Downtilt (deg)	0	120	140			
djustable Electrical Downtlit (deg)					Adjustable Electrical Downtlit (deg)	7	7	4			
umber of Lines per Antenna					Number of Lines per Antenna						
eedline Model Number AD Center (ft AGL)	102.E	102.8	102.8		Feedline Model Number RAD Center (tt AGL)	102.8	102.8	102.5			
VP Junction Boxes					OVP Junction Boxes						
umber of OVP Junction Boxes RHs					Number of OVP Junction Boxes RRHs	RR-60-700	98 HISC-700	R#H50-700			
umber of RRHs					Number of RRHs	3	3	3			
piexers					Diplexers						
umber of Diplexers MAS					Number of Diplexers TMAs					2	
umber of T MAs					Number of T MAs						
	21112										
		ce Type: . Current	AWS			Se	ervice Type: AWS				
ector		D2	D3		Sector	01	Proposed	03			
ntenna Quantity (Tx + Rx)	1	1	1		Antenna Quantity (Tx + Rx)	.1	1	1			
an utacture r			BXA-171063-		Manufacturer	SERIHH-1D65C_PORTS-	ANDREW SBAHH-1065C_PORTS-	ANDREW SBN HH-1063C_PORTS -			
lodel Number	12CF-EDIN-0	12CF-EDIN-0	12CF-EDIN-D		Model Number	+45_0107_2110	+45_0207_2100	+45_0407_3110			
ector Azimuth (deg TN) lechanical Downtiit (deg)	0	120	240		Sector Azimuth (deg TN) Mechanical Downtilt (deg)	0	120	240	1		
djustable Electrical Downtilt (deg)					Adjustable Electrical Downtlit (deg)	2	2	4			
umber of Lines per Antenna					Number of Lines per Antenna						
eedline Model Number AD Center (ft AGL)	102.E	102.8	102.8		RAD Center (ft AGL)	102.8	102.8	102.8			
VP Junction Boxes	199.0	**************************************			OVP Junction Boxes					ž.	
umber of OVP Junction Boxes					Number of OVP Juinction Boxes RRHs						
RHs umber of RRHs					Number of RRHs						
ipiexers					Diplexers						
umber of Diplexers	2100 MHz	2100 MHz	2100 MHz		Number of Diplexers						
	Dual (n) he	Dual Inline	Dual Inline			2100 MHz Duar Inline AISG	2300 MHz Dual Inline AISG	2100 MHz Dual In line Ar5G			
MAs	AISG	DELA	AISG		TM As Number of T MAs						
umber of T MAs					rumuer of 1 MAS						
S	ervice Ty	pe: PCS I	TE (LOP)			Service	Type: PCS LTE (LC	(P)			
		Current					Proposed				
ector ntenna Quantity (Tx + Rx)	.01	D2	03		Sector	D1	.02	03			
Interna Quantry (Tx + Nx)					Antenna Quantity (Tx + Rx) Manufacturer						
odel Number					Model Number		2				
ector Azimuth (deg TN)					Sector Azimuth (deg TN) Mechanical Downtit (deg)						
djustable Electrical Downtlit (deg)					Adjustable Electrical Downtlit (deg)						
umber of Lines per Antenna					Number of Lines per Antenna						
eedline Model Number AD Center (ft AGL)	1				Feedline Model Number RAD Center (ft AGL)						
VP Junction Boxes					OVP Junction Boxes						
umber of OVP Junction Boxes					Number of OVP Junction Boxes						
RHs umber of RRHs					RRHs Number of RRHs						
plexers					Diplexers						
umber of Diplexers					Number of Diplexers						
M As mber of T MAs					TMAs Number of TMAs						
	_										_

Ramova 3 Existing Antennas for 1700
Reamova 3 Existing Antennas for AWS
ADD SERVIN-Attennas for TOD/AWS
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LAKE WORTH_WT

4200 BOAT CLUB ROAD FORT WORTH, TX

LOCATION CODE:

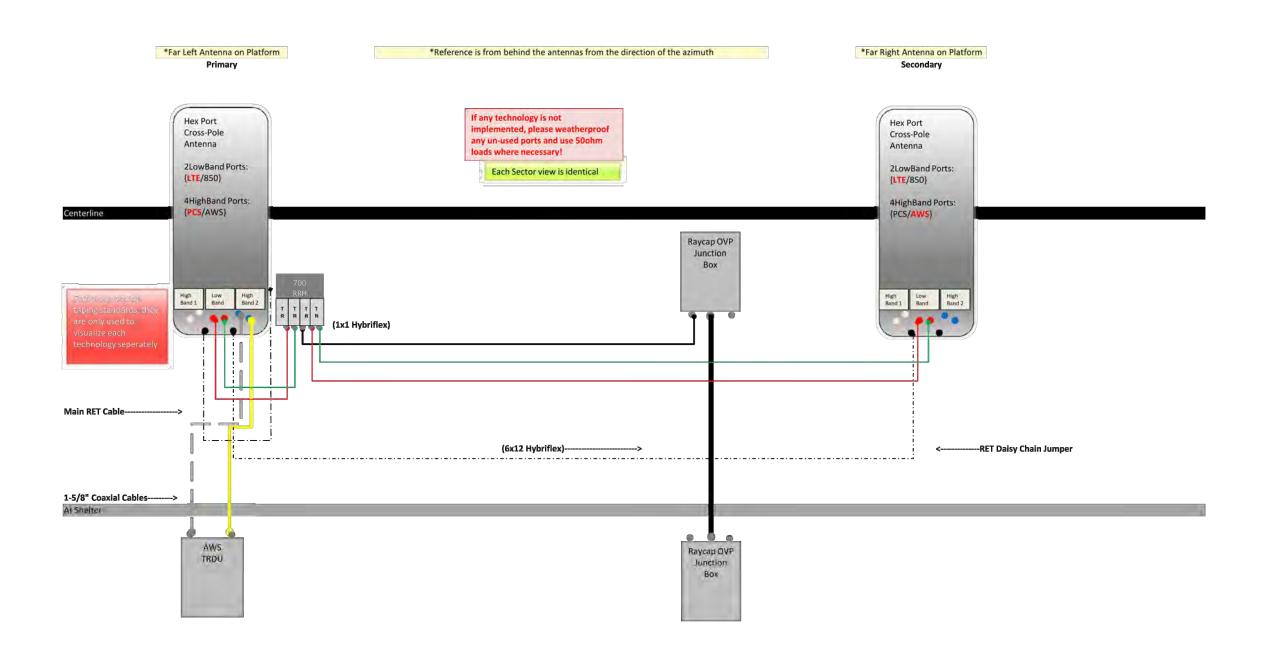
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DESIGNED: CTW
DRAWN: CGK
CHECKED: PWM

JOB #: VWNT17-027

SMCO DESIGN



verizon /



LAKE WORTH_WT

4200 BOAT CLUB ROAD FORT WORTH, TX

LOCATION CODE:

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ſ	NO.	DATE	DESCRIPTION:
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DESIGNED: CTW
DRAWN: CGK
CHECKED: PWM

JOB #: VWNT17-027

PLUMBING DIAGRAM

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 FI FXIBILITY IS NEFDED.
- 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 FOUND 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 UNI ESS 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 CONDITIONS, 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.





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
2	6/19/17	REVISED MOUNT KICKER DETAIL

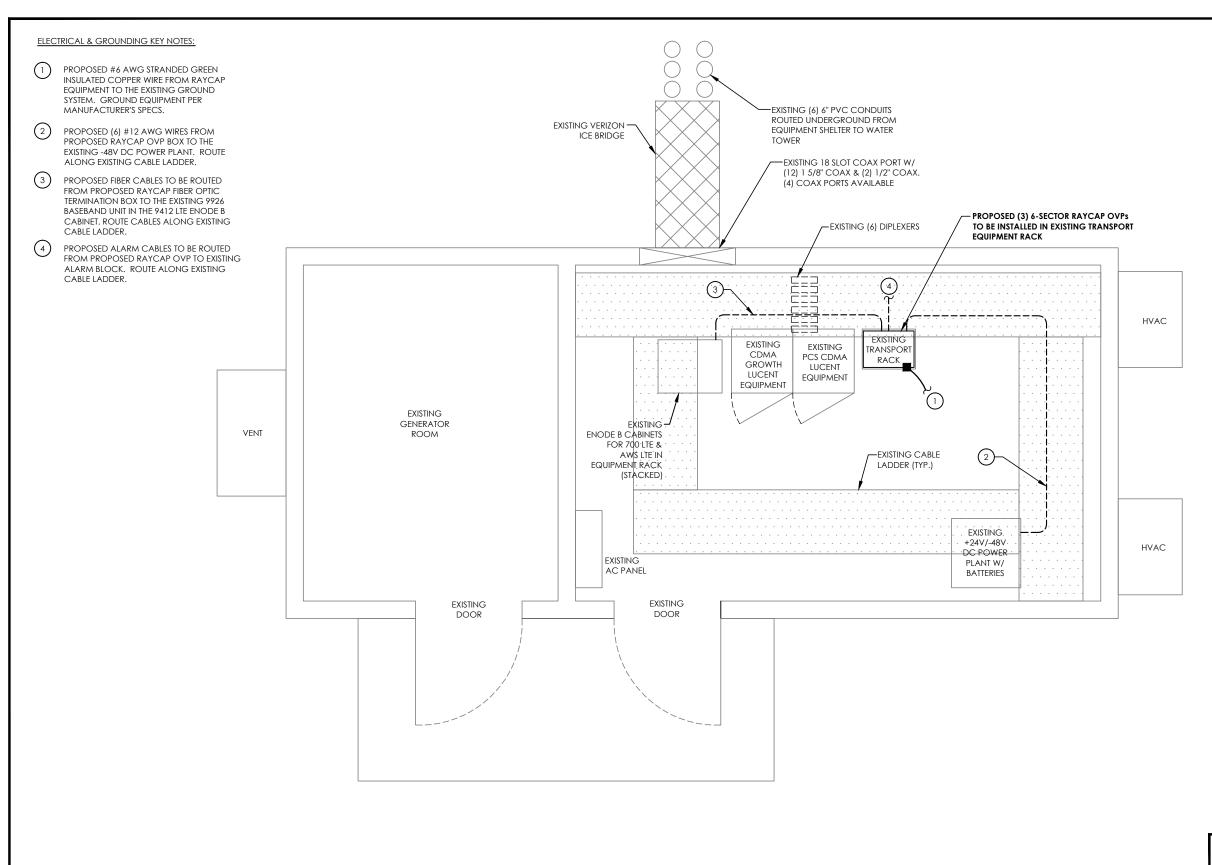
DESIGNED: CTW
DRAWN: CGK
CHECKED: PWM

FIRM REGISTRATION #: 13897

JOB #: VWNT17-027

GENERAL
ELECTRICAL &
GROUNDING NOTES

E-1



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4200 BOAT CLUB ROAD FORT WORTH, TX

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DESIGNED: CTW
DRAWN: CGK
CHECKED: PWM

FIRM REGISTRATION #: 13897

CGK VWNT17-027

ELECTRICAL & GROUNDING SITE PLAN

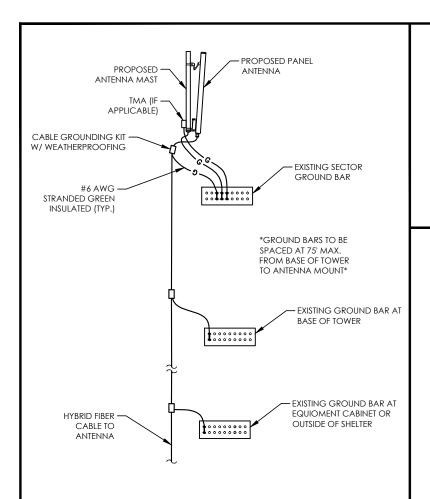
E-2

ELECTRICAL & GROUNDING SITE PLAN

SCALE: 1" = 3'



SCALE: 1" = 3'

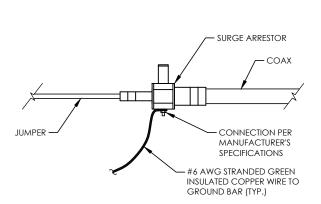


NOTES:

- CABLE GROUND KIT AT PROPOSED ANTENNA TO BE MOUNTED WITHIN 6" OF CONNECTION TO ANTENNA.
- CABLE GROUND KIT AT BASE OF TOWER TO BE MOUNTED WITHIN 36" ABOVE WHERE THE CABLING BENDS AWAY FROM THE TOWER.

GROUNDING SCHEMATIC FOR PANEL ANTENNAS

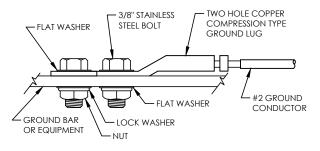
NOT TO SCALE



NOTE: ON OUTDOOR SITES, INSTALL WEATHERPROOFING AT EACH CONNECTION PER AT&T SPECIFICATIONS

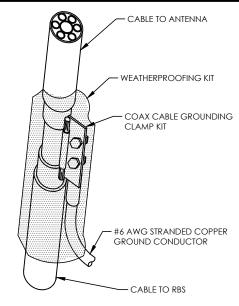
SURGE ARRESTOR GROUNDING DETAILS

NOT TO SCALE



MECHANICAL GROUND CONNECTION

NOT TO SCALE

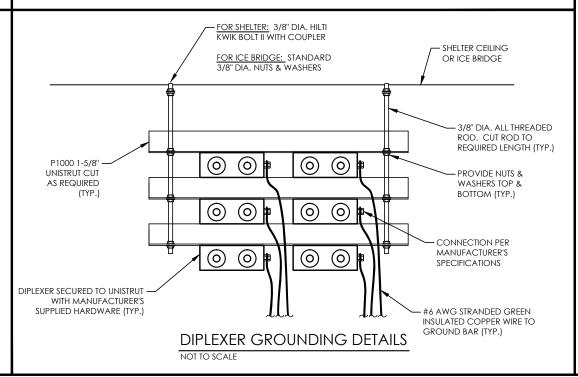


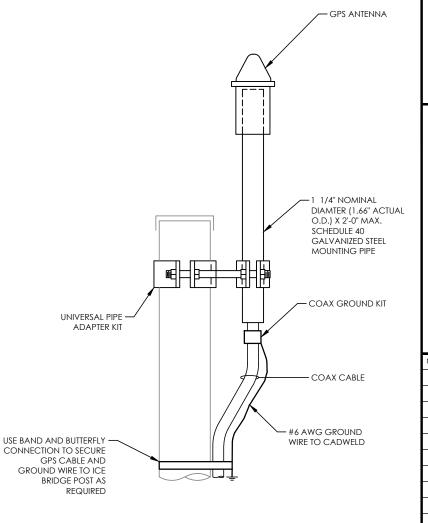
NOTES:

- 1. DO NOT INSTALL CABLE GROUND KIT AT BEND.
- 2. ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
 3. GROUNDING KIT & WEATHER PROOFING KIT SHALL BE TYPE
 & PART # AS SUPPLIED OR RECOMMENDED BY CABLE

COAX CABLE GROUND KIT

NOT TO SCALE





GPS ANTENNA MOUNTING DETAIL



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CHECKED: PV		VM I	

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



17950 Preston Road, Suite 720 Dallas, Texas 75252 Tel. 972 -783-2578 Fax 972-783-2583

www.maloufengineering.com





April 21, 2017

Ms. Amanda Eastin Verizon Wireless Schertz, TX 78154

STRUCTURAL ANALYSIS

Structure/Make/Model:	Water Tank Support Mount(s)		Water To	Water Tank / Pedestal	
Client/Site Name/#:	Verizon Wireless		Lake Worth WT Repl #104624 Siterra Project ID 2069233 / 2017 RET CQI & 4RX		
MEI Project ID:	TX01650W-17V1		2017 1121	OQIGANA	
Location:	4200 Boat Club Rd Lake Worth, TX 76135		Tarrant C	•	
	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:

Helder Lopez, PE Sr. Project Engineer Reviewed & Approved by:

E. Mark Malouf, PE

Texas #64167

972-783-2578 ext, 106 mmalouf@maloufengineering.com

04/21/2017

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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 CONFIGURA	TION			
	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 MODIFICA	TIONS	Not Known		

3. ANALYSIS CRITERIA

The structural analysis performed used the following criteria:

CODE / STANDARD	2015 Int'l Buil	2015 Int'l Building Code / ASCE 7-10 / ANSI/TIA-222-G-2 Standard			
LOADING CASES	Full Wind:	Full Wind: 115 Mph ultimate gust [equiv. 90 Mph (3-sec gust)] w/No Radial Ice**			
STRUCTURE CRITERIA Structure Classification: Class II		ssification: Class II			
	Exposure Ca	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
		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
102.8±	VzW	3	RxxDC-3315-PF-48 OVP Boxes [21in H x 16in W x 10.25in D / {2.33ft² area}: Wt = 27 lbs ea.]	onto Water Tank Pedestal
		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	
		3	PC\$X065-18-x [PC\$] Panel Antennas [72.4 in H x 6.3 in W x 3.5 in D / (3.17 ft ² area): Wt = 24.2 lbs ea.]	Existing Pipe Mounts onto Water Tank Pedestal
102.8±	VzW	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 Wt = 895.2 lbs	Weight = 498.6 lbs ± Increase
Total Area = 45.49 ft^2	Total Area = 80.8 ft ²	Area = 35.31 $ft^2 \pm Increase$

The mounts for typical sector are modeled for the finite element analysis, with all 3 sectors being the same.

Notes:

- 1. * Feed lines are not listed above since have no structural impact onto antenna mounts.
- 2. **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.
- 3. All elevations are measured from AGL.
- 4. 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 invalided, 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)	66.3%	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

IBC - 2015 **IBC** version **Building/Structural Codes and Standards:**

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

Mph - Basic wind speed (gust at 33') Fig 26.5-1A $V_{3sec} := 115$

Exp_{cat} := "C" **Exposure category**

 $G_{rf} := 0.85$ Gust response factor

z := 102.8(Feet) Elevation above ground level of Appurtenance(s)

 $Kz := 2.01 \left(\frac{z}{z_0}\right)^{\alpha}$ $K_z = 1.273$ Velocity pressure coefficient - Table 27.3-1

 $K_{zt} := 1.00$ Wind speed over hills & escarpments section

 $K_{dr} := 0.95$ Directionality factor Table 26.6-1

 $qz := 0.00256 \cdot K_z \cdot K_{zt} \cdot K_{dr} \cdot (V_{3sec})^2 \cdot psf$ Velocity Pressure Eq. 29.3-1 $qz = 40.94 \cdot psf$

Pressure $P_{ASCE} := qz \cdot G_{rf}$ PASCF = 34.80 pst

Force/ Drag coefficients

on Flats (members) $C_{fF} := 2.00$

on Round (members) $C_{fR} := 1.20$

Wind load on MEMBERS

$$F_{2375} := C_{fR} \cdot 2.375 \cdot in \cdot (P_{ASCE})$$
 $F_{2375} = 8.27 \cdot pI$

$$F_{40} := C_{fR} \cdot 4.00 \cdot in \cdot (P_{ASCE})$$
 $F_{40} = 13.92 \cdot pl$

$$F_{45} := C_{fR} \cdot 4.50 \cdot in \cdot (P_{ASCE})$$
 $F_{45} = 15.66 \cdot plf$

Flat Members
$$F_{15} := C_{fF} \cdot 1.50 \cdot in \cdot (P_{ASCE})$$
 $F_{15} = 8.70 \cdot plt$

$$F_{25} := C_{fF} \cdot 2.50 \cdot in \cdot (P_{ASCE})$$
 $F_{25} = 14.50 \cdot plf$

$$F_3 := C_{fF} \cdot 3.00 \cdot \text{in} \cdot (P_{ASCE}) \qquad \qquad F_3 = 17.40 \cdot \text{pl}$$

Flat Surfaces
$$F_{pl} := C_{fF} \cdot P_{ASCE}$$
 $F_{pl} = 69.60 \cdot psf$

PROPOSED Antennae Wind Load:

VERIZON WIRELESS:

SBNHH-1D65C (LTE/AWS)

panel ants.

(2) Per SECTOR

(Dimensions & Weight)

hT1 := 96.4 · in

wth1 := 11.9 in

dth1 := 7.1 · in

wT1 := 65.6 · lb

 $fA1 := hT1 \cdot wth1$

 $fA1 = 7.97 \, ft^2$

(Frontal Area)

EpaTp1 := $11.45 \cdot ft^2$

EpaATs1 := 7.70 · ft2

 $0.50 \cdot wT1 = 32.8 lb$

 $=_{\text{epaTp1}} = 398.48 \, \text{lb}$

VzW

Shear

 $F_{epaATs1} := P_{ASCE} \cdot (EpaATs1)$

 $F_{epaTp1} := P_{ASCE} \cdot (EpaTp1)$

 $F_{epaATs1} = 267.98 lb$

 $0.50 \cdot F_{epaATs1} = 134.0 \, lb$

 $0.50 \cdot F_{epaTp1} = 199.2 lb$

(1) Per SECTOR (Dimensions & Weight)

Main OVP Dis. Box (RxxDC-3315-PF-48)

hT2 := 21.0 · in

wth2 := 16.0 · in

dth2 := 10.25 · in

 $wT2 := 27.0 \cdot lb$

 $fA2 := hT2 \cdot wth2$

 $fA2 = 2.33 \, ft^2$

(Frontal Area)

EpaTp2 := $2.80 \cdot \text{ft}^2$

EpaATs2 := 1.79 · ft2

 $F_{epaTp2} := P_{ASCE} \cdot (EpaTp2)$

 $_{\text{epaTp2}} = 97.45 \, \text{lb}$

VzW

Shear

 $F_{epaATs2} := P_{ASCE} \cdot (EpaATs2)$

 $e_{paATs2} = 62.30 \, lb$

(1) Per SECTOR

RRH 2x60 (LTE) Boxes

(Dimensions & Weight)

dth3 := 5.0 · in

wT3 := 72.0 ·lb

 $fA3 := hT3 \cdot wth3$

hT3 := 37.0 · in

 $fA3 = 2.83 \, ft^2$

wth3 := 11.0 · in

(Frontal Area)

EpaTp3 := $3.50 \cdot \text{ft}^2$

EpaATs3 := $1.82 \cdot ft^2$

 $F_{epaTp3} := P_{ASCE} \cdot (EpaTp3)$

 $_{\text{epaTp3}} = 121.81 \, \text{lb}$

VzW

Shear

 $F_{epaATs3} := P_{ASCE} \cdot (EpaATs3)$

 $e_{paATs3} = 63.34 lb$

EXISTING TO BE REPLACED Antennae Wind Load:

EXISTING Antennae Wind Load:

X7C-665-x

(1) Per SECTOR

(Antenna Dimensions & Weight)

(LTE Antennas)

wth4 := 12.5 · in

 $dth4 := 7.1 \cdot in$

 $wT4 := 43.2 \cdot lb$

 $fA4 := hT4 \cdot wth4$

hT4 := 72 · in

 $fA4 = 6.25 \, ft^2$

(Frontal Area)

EpaTp4 := $8.41 \cdot \text{ft}^2$

EpaATs4 := $5.34 \cdot \text{ft}^2$

 $F_{epaTp4} := P_{ASCE} \cdot (EpaTp4)$

 $e_{paTp4} = 292.69 lb$

VzW

Shear

 $F_{epaATs4} := P_{ASCE} \cdot (EpaATs4)$

epaATs4 = 185.841b

(1) Per SECTOR BXA-171063-12CF (Antenna Dimensions & Weight) (AWS Antennas) hT5 := 72.5 · in wth5 := 6.1 · in dth5 := 4.1 · in $wT5 := 20.8 \cdot lb$ $fA5 = 3.07 \, ft^2$ fA5 := hT5·wth5 (Frontal Area) EpaTp5 := $4.80 \cdot \text{ft}^2$ EpaATs5 := 3.63 ·ft2 $F_{epaTp5} = 167.05 lb$ $F_{epaTp5} := P_{ASCE} \cdot (EpaTp5)$ **VzW** Shear $F_{epaATs5} := P_{ASCE} \cdot (EpaATs5)$ $F_{epaATs5} = 126.33 lb$ **EXISTING TO REMAIN Wind Load:** (2) Per SECTOR 2100 Mhz Dual Inline (Dimensions & Weight) AISG TMA's hT6 := 9.0 · in wth6 := 6.7 · in dth6 := 3.3 · in $wT6 := 6.0 \cdot lb$ $fA6 = 0.42 \, ft^2$ $fA6 := hT6 \cdot wth6$ (Frontal Area) Epa6f := $0.50 \cdot \text{ft}^2$ Epa6s := $0.25 \cdot \text{ft}^2$ epaA6f = 17.40 lb $F_{epaA6f} := P_{ASCE} \cdot (Epa6f)$ **VzW** Shear $F_{epaA6s} := P_{ASCE} \cdot (Epa6s)$ $e_{paA6s} = 8.70 lb$ Cleargain DD1900 DB (2) Per SECTOR TMA's (Antenna Dimensions & Weight) hT7 := 11.7 · in wth7 := 11.3 · in dth7 := 2.8 · in wT7 := 16.0 · lb $fA7 = 0.92 \text{ ft}^2$ $fA7 := hT7 \cdot wth7$ (Frontal Area) EpaTp7 := $1.10 \cdot \text{ft}^2$ EpaATs7 := $0.29 \cdot \text{ft}^2$ $F_{epaTp7} := P_{ASCE} \cdot (EpaTp7)$ $t_{epaTp7} = 38.28 lb$ **VzW** Shear $F_{epaATs7} := P_{ASCE} \cdot (EpaATs7)$ $E_{epaATs7} = 10.09 lb$ PCSX065-18-6 (PCS) (1) Per SECTOR panel antennas (Antenna Dimensions & Weight) hT8 := 72.4 · in wth8 := 6.3 in dth8 := 3.5 · in $wT8 := 24.2 \cdot lb$ $fA8 = 3.17 \, ft^2$ $fA8 := hT8 \cdot wth8$ (Frontal Area) $EpaTp8 := 4.91 \cdot ft^2$ EpaATs8 := 3.27 · ft² $0.50 \cdot wT8 = 12.1 lb$ $F_{epaTp8} = 170.88 lb$ $F_{epaTp8} := P_{ASCE} \cdot (EpaTp8)$ $0.50 \cdot F_{epaTp8} = 85.4 \text{ lb}$

 $F_{epaATs8} := P_{ASCE} \cdot (EpaATs8)$

 $F_{epaATs8} = 113.80 lb$

Shear

VzW

 $0.50 \cdot F_{epaATs8} = 56.9 \, lb$

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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% <u>Satisfactory!</u>

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Job Title Lake Worth	WT Repl. Site LC No. 104524 - Mount Analysis	Ref				
		By HML	Date 19-Apr-17 Chd MN	1		
Client VERIZON W	/IRELESS - NTx-4-Rx	File TX01650W-17\	/1 Ant-Pip Date/Time 19-Apr-2	2017 16:48		

Job Information

	Engineer	Checked	Approved
Name:	HML	MM	ММ
Date:	19-Apr-17	19-Apr-17	19-Apr-17

Project ID	

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:

ı	All	The Whole Structure	
ш			

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	l _{yy}	l _{zz}	J	Material
L		(in ²)	(in⁴)	(in⁴)	(in ⁴)	
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

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Software licensed to MEI In	Part				
Job Title Lake Worth W	/T Repl. Site LC No. 104524 - Mount Analysis	Ref			
		By HML	^{Dat∈} 19-Apr-	17 Chd MM	
Client VERIZON WI	RELESS - NTx-4-Rx	File TX01650W-17V	1_Ant-Pip	Date/Time 19-Apr-2	017 16:48

<u>Materials</u>

Mat	Name	E	ν	Density	α
		(kip/in ²)		(kip/in ³)	(/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	Туре		
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	Х	Υ	Z	Resultant	rX	rY	rZ
			(in)	(in)	(in)	(in)	(rad)	(rad)	(rad)
Max X	36	6:GENERATEI	0.172	0.004	-0.035	0.176	0.001	-0.014	-0.000
Min X	36	3:SIDE WIND I	-0.154	0.002	0.031	0.157	0.000	0.013	-0.000
Max Y	38	2:FRONT WIN	0.110	0.030	-0.170	0.205	0.002	-0.022	-0.001
Min Y	39	6:GENERATE	0.112	-0.035	-0.154	0.193	-0.002	-0.022	0.001
Max Z	38	3:SIDE WIND I	-0.100	-0.005	0.129	0.164	-0.000	0.024	0.002
Min Z	38	6:GENERATEI	0.111	0.017	-0.171	0.205	0.003	-0.022	-0.001
Max rX	38	6:GENERATEI	0.111	0.017	-0.171	0.205	0.003	-0.022	-0.001
Min rX	39	2:FRONT WIN	0.113	-0.023	-0.155	0.193	-0.002	-0.022	0.001
Max rY	37	3:SIDE WIND I	-0.141	- 0.005	0.120	0.185	-0.000	0.024	0.002
Min rY	37	6:GENERATEI	0.125	0.009	-0.121	0.174	0.002	-0.022	-0.001
Max rZ	38	7:GENERATE	-0.099	-0.019	0.129	0.163	-0.000	0.024	0.002

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Job Title Lake Worth W	T Repl. Site LC No. 104524 - Mount Analysis	Ref		
		By HML	Date19-Apr-17 Chd	MM
Client VERIZON WIF	RELESS - NTx-4-Rx	File TX01650W-17V	1_Ant-Pip Date/Time 19-Ar	or-2017 16:48

Node Displacement Summary Cont...

	Node	L/C	Х	Υ	Z	Resultant	rX	rY	rZ
			(in)	(in)	(in)	(in)	(rad)	(rad)	(rad)
Min rZ	39	3:SIDE WIND I	-0.108	0.004	0.125	0.165	0.000	0.024	-0.002
Max Rst	38	2:FRONT WIN	0.110	0.030	-0.170	0.205	0.002	-0.022	-0.001

Utilization Ratio

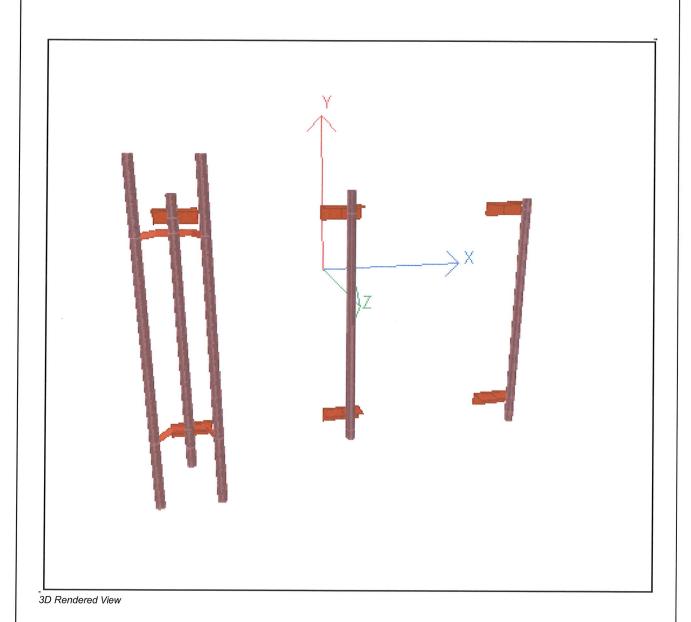
Beam	Analysis	Design	Actual	Allowable	Ratio	Clause	L/C	Ax	İz	ly	lx
	Property	Property	Ratio	Ratio	(Act./Allow.)			(in²)	(in⁴)	(in ⁴)	(in⁴)
8	L60406	L60406	0.059	1.000	0.059	Eq. H3-8	10	3.610	2.732	15.641	0.169
9	L60406	L60406	0.038	1.000	0.038	Eq. H3-8	10	3.610	2.732	15.641	0.169
10	L60406	L60406	0.036	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

MALOUF ENGINEERING INTL., INC.	Malouf Engineering International Inc. 17950 Preston Rd., Suite #720 / Dallas, Texas. 75252 www.maloufengineering.com	Job No TX01650W-1	4	Rev	
Software licensed to MEI I	0 0	Part	<u> </u>		
Job Title Lake Worth V	NT Repl. Site LC No. 104524 - Mount Analysis	Ref		5TAWHA-	
		By HML	^{Dat∈} 19-Ap	r-17 Chd	ИM
Client VERIZON W	IRELESS - NTx-4-Rx	File TX01650W-1	7V1_Ant-Pip	Date/Time 19-Ap	r-2017 16:48

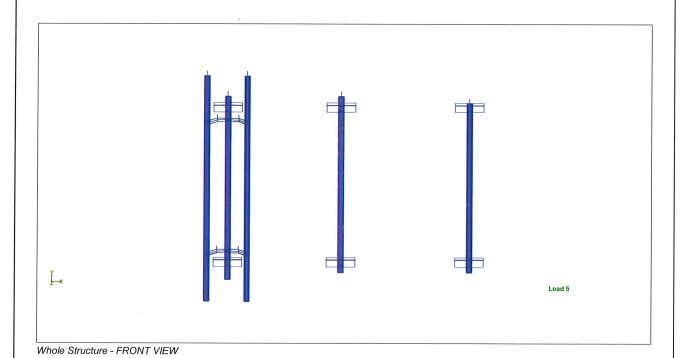
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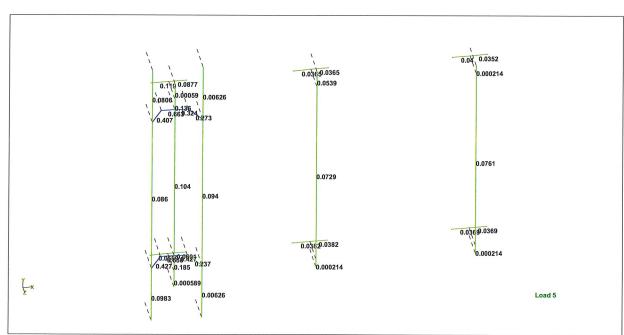
MALOUF ENGINEERING INTL., INC.	Malouf Engineering International Inc. 17950 Preston Rd., Suite #720 / Dallas, Texas. 75252 www.maloufengineering.com	Job No TX01650W-17\	Sheet No	5		Rev
Software licensed to MEI In	с.	Part				
Job Title Lake Worth W	T Repl. Site LC No. 104524 - Mount Analysis	Ref				
		By HML	^{Dat∈} 19-Ap	r-17 CI	^{hd} MM	
Client VERIZON WI	RELESS - NTx-4-Rx	File TX01650W-17V	1_Ant-Pip	Date/Time 19-	-Apr-20	 J17 16:48



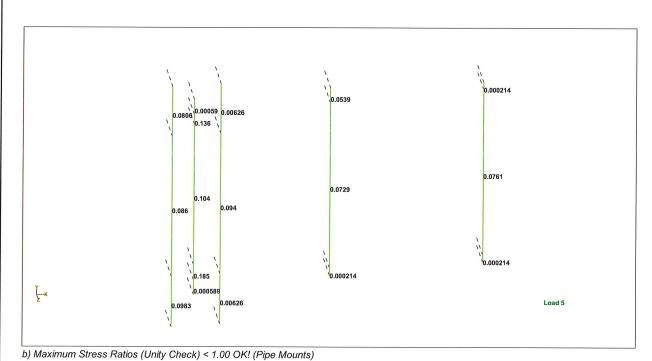
MALOUF ENGINEERING INTL.,	17950 Preston Rd., Suite #720 / Dallas, Texas. 75252	Job No TX01650W-17\	Sheet No	Rev	
Software licensed		Part			-
Job Title Lake V	orth WT Repl. Site LC No. 104524 - Mount Analysis	Ref			
		By HML	^{Dat∈} 19-Apr-17	^{Chd} MM	
Client VERIZ	ON WIRELESS - NTx-4-Rx	File TX01650W-17V	1 Ant-Pip Date/Time 1	9-Apr-2017 16:48	



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	NEERING INTL., INC.	Malouf Engineering International Inc. 17950 Preston Rd., Suite #720 / Dallas, Texas. 75252 www.maloufengineering.com	:	Job No TX01650W-17\	Sheet No	7	Rev
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Job Title	Lake Worth WT	Repl. Site LC No. 104524 - Mount Analysis		Ref			
				^{By} HML	Dat∈19-Apr-1	7 Chd MN	Л
Client	VERIZON WIRE	ELESS - NTx-4-Rx	\neg	File TX01650W-17V	1 Ant-Pin Dat	e/Time 19-Apr-1	2017 16:48



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Software li	censed to MEI Inc.	Part			
Job Title L	ake Worth WT Repl. Site LC No. 104524 - Mount Analysis	Ref			
		^{By} HML	^{Dat∈} 19-Apr	-17 Chd MM	1
Client \	FRIZON WIRELESS - NTy-4-Ry	File TX01650\W_17\/	1 Ant Din	Date/Time 10 Apr 2	017 16:49

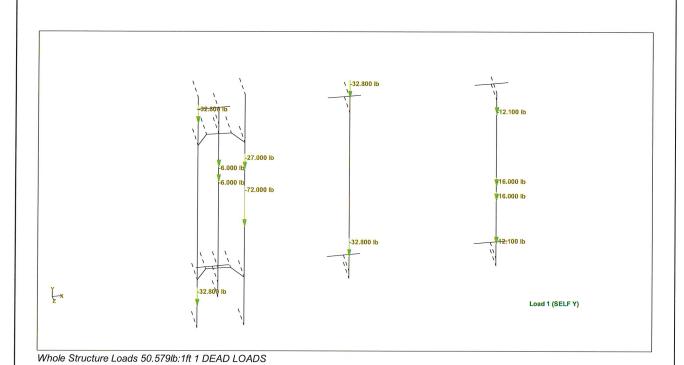


/	Malouf Engineering International Inc. 17950 Preston Rd., Suite #720 / Dallas, Texas. 75252 www.maloufengineering.com	Job No TX01650W-17\	Sheet No	9	Rev
Software lic	ensed to MEI Inc.	Part			
Job Title L	ake Worth WT Repl. Site LC No. 104524 - Mount Analysis	Ref			
		By HML	^{Dat∈} 19-Ap	r-17 Chd	MM
Client V	ERIZON WIRELESS - NTx-4-Rx	File TX01650W-17V	1_Ant-Pip	Date/Time 19-A	pr-2017 16:48
	0.663 0.324 0.273				

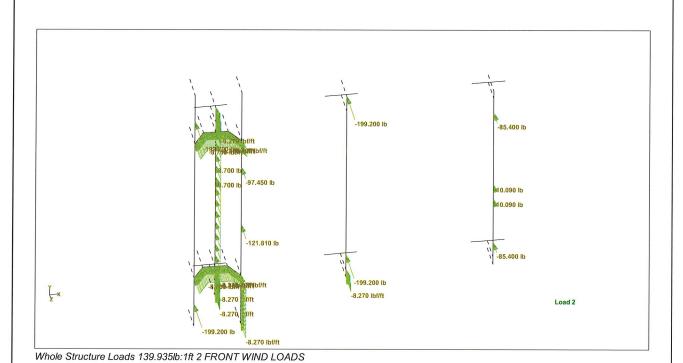
0.658 0.427

c) Maximum Stress Ratios (Unity Check) < 1.00 OK! (Dual Clamp)

MALOUF ENGINEERING INTL.,INC.	Malouf Engineering International Inc. 17950 Preston Rd., Suite #720 / Dallas, Texas. 75252 www.maloufengineering.com	Job No TX01650W-17V	Sheet No 10	Rev	,
Software licensed to MEI I	9 9	Part			
Job Title Lake Worth \	NT Repl. Site LC No. 104524 - Mount Analysis	Ref			
		^{By} HML	^{Dat∈} 19-Apr-17	^{Chd} MM	
Client VERIZON W	IRELESS - NTx-4-Rx	File TX01650W-17V	1 Ant-Pip Date/Time	19-Apr-2017	16:48



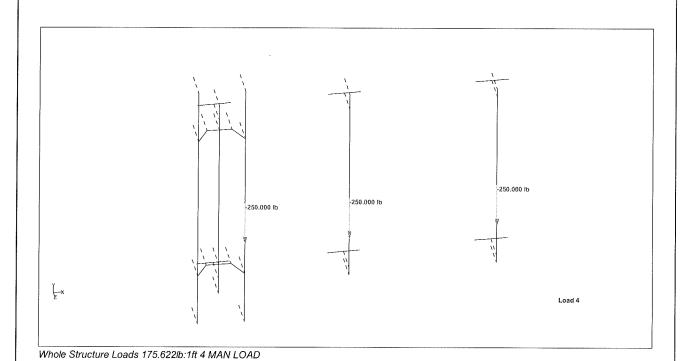
Malouf Engineering International Inc. 17950 Preston Rd., Suite #720 / Dallas, Texas www.maloufengineering.com	. 75252 Job No
Software licensed to MEI Inc.	Part
Job Title Lake Worth WT Repl. Site LC No. 104524 - Mount Analysis	Ref
	By HML Date19-Apr-17 Chd MM
Client VERIZON WIRELESS - NTx-4-Rx	File TX01650W-17V1_Ant-Pip Date/Time 19-Apr-2017 16:48



MALOUF ENGINEERING INTL., INC.	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	с.	Part			
Job Title Lake Worth W	T Repl. Site LC No. 104524 - Mount Analysis	Ref			
		By HML	^{Dat∈} 19-Apı	r-17 ^{Chd} MM	
Client VERIZON WI	RELESS - NTx-4-Rx	File TX01650W-17V	1_Ant-Pip	Date/Time 19-Apr-2	017 16:48

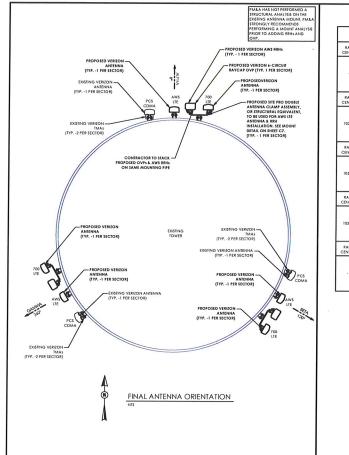


MALOUF ENGINEERING INTL., IRC.	Malouf Engineering International Inc. 17950 Preston Rd., Suite #720 / Dallas, Texas. 75252 www.maloufengineering.com	Job No TX01650W-17\	Sheet No	13	Rev		
Software licensed to MEI Inc.		Part					
Job Title Lake Worth WT	Repl. Site LC No. 104524 - Mount Analysis	Ref			,		
		By HML	^{Dat∈} 19-Apr	r-17 Chd MN	Λ		
Client VERIZON WIR	ELESS - NTx-4-Rx	File TX01650W-17V	1_Ant-Pip	Date/Time 19-Apr-2	2017 16:48		



APPENDIX 2 – SOURCE DATA / REFERENCES





RAD	SECTOR	AZIMUTH (DEGREES)	QUANTITY	850 CDMA (850 MHZ) ANTENNAS	MECHANICAI DOWNTILT	моинт	COAX SIZE &	HYBRID CABLE SIZE & QUANT.						
		-	(3)											
		-												
RAD	SECTOR	AZIMUTH (DEGREES)	QUANTITY	PCS CDMA (1900 MHZ) ANTENNAS	MECHANICAL DOWNTLT	MOUNT	COAX SIZE & QUANTITY	HYBRID CABLE SIZE & QUANT,						
	1	0	1	EXISTING JAYBEAM PC\$X065-18-2	0									
102.8"	2	120	1	EXISTING JAYBEAM PC\$X065-18-2	1	EXISTING WATER TANK	EXISTING (6) 1 5/8" COAX							
	3	240	1	EXISTING JAYBEAM PC\$X065-18-2	1	1								
RAD ENTER	SECTOR	AZIMUTH (DEGREES)	QUANTITY	AWS LTE (2100 MHZ) ANTENNAS	MECHANICAL DOWNTILT	MOUNT	COAX SIZE & QUANTITY	HYBRID CABLE SIZE & QUANT.						
	1	0	1	PROPOSED ANDREW SBNHH-1D65C_PORT 1- +45_02DT_2110	0									
102.5	2	120	1	PROPOSED ANDREW SBNHH-1D65C_PORT 1- +45_02DT_2110	0	EXISTING WATER TANK							EXISTING (6) 1 5/8" COAX	
	3	240	1	PROPOSED ANDREW SBNHH-1D45C_PORT 1- +45_02DT_2110	0									
RAD ENTER	SECTOR	AZIMUTH (DEGREES)	QUANTITY	700 LTE (700 MHZ) ANTENNAS	MECHANICAL DOWNTILT	MOUNT	COAX SIZE & QUANTITY	HYBRID CABLE SIZE & QUANT.						
	1	0	1	PROPOSED ANDREW SBNHH-1D45C_PORT 1- +45_02DT_0750	0			PROPOSED (3) 1 1/4" HYBRID DC						
102.8	2	120	1	PROPOSED ANDREW SBNHH-1D65C_PORT 1- +45_02DT_0750	0	EXISTING WATER TANK	-	/ FIBER CABLES PROPOSED (3)						
	3	240	- 1	PROPOSED ANDREW SBNHH-1D65C_PORT 1- +45_02DT_0750	0			1X1 HYBRID FIBER JUMPERS						
RAD ENTER	SECTOR	AZIMUTH (DEGREES)	QUANTITY	PCS (LOP) LTE (1900 MHZ) ANTENNAS	MECHANICAL DOWNTLT	MOUNT	COAX SIZE & QUANTITY	HYBRID CABLE SIZE & QUANT.						
			2							16				
			-											
			QUANTITY	TMAs										
			6	EXISTING TMA DD 1900 TMAs (ANTENNA L	EVEL)									
			QUANTITY	RRHs										
		l	3	PROPOSED RRHSO-700 RRHS (ANTENNA LE	EVEL)									
			QUANTITY	OVPs										
		[3	PROPOSED 6-SECTOR RAYCAP OVPs (ANI	TENNA LEVEL)									
		l	3	PROPOSED 4-SECTOR RAYCAP OVPS (EQU	JIPMENT LEVEL)								

verizon /



LAKE WORTH_WT

4200 BOAT CLUB ROAD FORT WORTH, TX

LOCATION CODE:

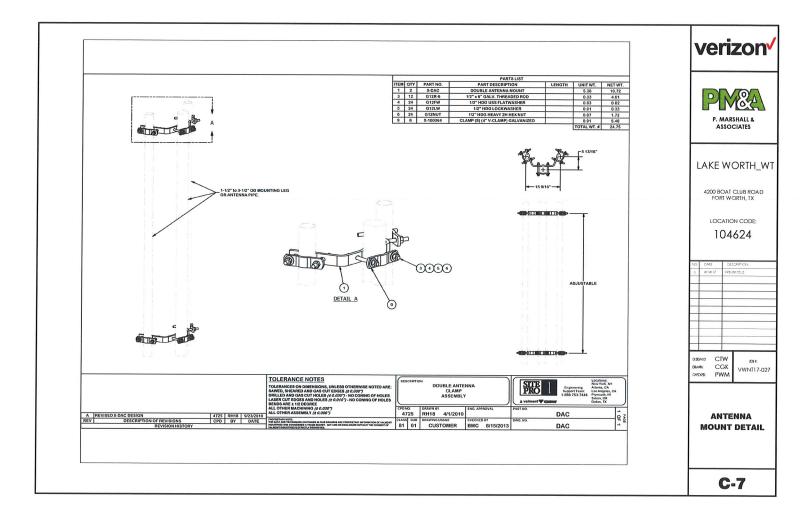
104624

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JOB #:	CI	KSIGNED:	0690
VWNT17-022	CC	RAWN:	DRA

FINAL ANTENNA

FOR REVIEW & ORIENTATION CONFIG. TABLE

C-6



Site Modification Change Order

GeoPlan Market:
Current Configuration:

Mod Type:					GeoPlan Market:						DFW		
Mod Type: Project Title: RF Engineer Name:	586			LAKE_WORTH_WT_REPL -	Current Configuration: 7-0674-0000 LAKE_WORTH_WT_REPL								
RF Engineer Name:	STATE OF THE PARTY			Muhammed Siddiqui	Proposed Configuration: 7-0674-0002 LAKE_WORTH_WT_REPL								
RF Engineer Phone:			Guarda Company	871.961.4954	Address								
	Site Info	rmation			Street: 4200 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		
	Sen	vice Type: Current	850				Service Type: 850 Proposed						
Sector	D1	D2	D3		Sector	D1	D2	D3	T	T	T		
Antenna Quantity (Tx + Rx)				AND PARTY OF THE P	Antenna Quantity (Tx + Rx)				TWO ASSESSED	100 C 100 C 10	A RESIDENCE OF THE PERSON OF T		
Manufacturer					Manufacturer				1				
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)	AND THE RESERVE OF THE PARTY OF	ESCHOOL DE LEGISTRE	A STATE OF THE PARTY OF THE PAR		A STEEL STATE			
Number of Lines per Antenna				STATES AND THE PARTY	Number of Lines per Antenna		E MARKET AND A STANKINGS	STATE OF STREET			100 A 700 B 100		
Feedline Model Number				STOCKET OF STOCKETS BY	Feedline Model Number	THE RESIDENCE OF THE PARTY OF T		Secretary and the second		The state of	The second second		
RAD Center (ft AGL)					RAD Center (ft AGL)								
OVP Junction Boxes				CONTRACTOR CONTRACTOR CONTRACTOR	OVP Junction Boxes	STATE OF THE PARTY		S ASSESSMENT OF STREET	100000000000000000000000000000000000000	DESCRIPTION OF THE PERSON OF T	E300000000		
Number of OVP Junction Boxes					Number of OVP Junction Boxes					152 02 50	100 mm		
RRHs					RRHs								
Number of RRHs				ATTRIBUTE OF THE REAL PARTY.	Number of RRHs		TOTAL VALUE OF STREET		DESCRIPTION OF THE PARTY OF		Contract of the		
Diplexers			See Section	25.00	Diplexers		THE RESERVE OF THE PARTY OF THE	Design to the second second		Charles and the	The state of the s		
Number of Diplexers	ST PATE TO		15 10 2 10	Carlo Company Company Company	Number of Diplexers				100000000000000000000000000000000000000		A-0.50 (MODE)		
TMAs					TMAs								
Number of TMAs				PROBLEM BELLEVIA	Number of TMAs		National Property and Comments						
		Type: PCS 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	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	F0.000	Per la constitución de la consti	C. A. C.		
Number of Lines per Antenna					Number of Lines per Antenna								
Feedline Model Number				Charles and the second second	Feedline Model Number			THE RESIDENCE OF THE PARTY OF T					
RAD Center (ft AGL)	102.8	102.8	102.8		RAD Center (ft AGL)	102.8	102.8	102.8					
OVP Junction Boxes			dran while		OVP Junction Boxes								
Number of OVP Junction Boxes					Number of OVP Junction Boxes					N. STATE OF			
RRHs					RRHs								
Number of RRHs					Number of RRHs								
Diployers	THE RESERVE OF THE PARTY OF THE	THE REAL PROPERTY.	THE RESERVE	TOTAL CONTRACTOR OF THE PARTY O	Distances								

TMA DD 1900 FB

TMA DD 1900 FB

TMA DD 1900 FB

	Service	Type: 700	Upper			2		Sen	rice Type: 700 Upper				
Current							Proposed						
Sector	D1	D2	D3				Sector	D1	D2	D3		T	T
Antenna Quantity (Tx + Rx)	1	1	1				Antenna Quantity (Tx + Rx)	1	1	1	0.00	N. C. L. C. C.	S STATE SEASON
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	SBNHH-1D65C_PORT 1 - +45_02DT_0750	SBNHH-1D65C_PORT 1 - +45_02DT_0750	SBNHH-1D65C_PORT 1 - +45_04DT_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)	STATE OF THE PARTY OF		ADDITION OF		THE RESERVE OF		Adjustable Electrical Downtilt (deg)	2	2	4	PROPERTY AND ADDRESS.	The state of the state of	
Number of Lines per Antenna			Bridge Con	1000	5000000		Number of Lines per Antenna	STATE OF STA					
Feedline Model Number						74-13-0 F-177	Feedline Model Number		STATE OF THE PARTY				
RAD Center (ft AGL)	102.8	102.8	102.8				RAD Center (ft AGL)	102.8	102.8	102.8			-
OVP Junction Boxes			Contract of		Control of the		OVP Junction Boxes			AVEIO CONTRACTOR OF CONTRACTOR	THE RESERVE	(SA)5/7/15	F-32-1775-077
Number of OVP Junction Boxes				No Vertille			Number of OVP Junction Boxes	THE RESERVE OF THE PARTY OF THE					
RRHs							RRHs	RRH60-700	RRH60-700	RRH60-700			-
Number of RRHs		ACCUSE OF R		100000000000000000000000000000000000000	Service of		Number of RRHs	a San San Landard 1 Martin	1	1	20/2002		The second
Diplexers	as the same	N. Marine			DATE OF THE REAL PROPERTY.	10175175	Diplexers	N CONTROL OF THE PARTY OF THE P				100	
Number of Diplexers				ALC: DELL'		75200	Number of Diplexers	C CONTROL CONTROL CONTROL					
TMAs							TMAs				- Company	_	The state of the s
Number of TMAs				(6)	STEEL STORY	100000000000000000000000000000000000000	Number of TMAs		Name of the last o			DESCRIPTION OF	The second second

		ce Type: A	ws				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				Model Number	SBNHH-1D65C_PORT 5 - +45_02DT_2110	SBNHH-1D65C_PORT 5 - +45_02DT_2110	SBNHH-1D65C_PORT 5 - +45_04DT_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	240			+
Adjustable Electrical Downtilt (deg)		The second second		PSO STITLE DE	A CONTRACTOR		Adjustable Electrical Downtilt (deg)	2	2	4	C-0.2 TE 1975		CONTRACTOR OF
Number of Lines per Antenna							Number of Lines per Antenna						
Feedline Model Number		12003017					Feedline Model Number	NEW COMPANY OF THE REAL PROPERTY AND ADDRESS OF THE PARTY AND ADDRESS O					
RAD Center (ft AGL)	102.8	102.8	102.8				RAD Center (ft AGL)	102.8	102.8	102.8	-		-
OVP Junction Boxes						CONTRACTOR	OVP Junction Boxes	E CONTRACTOR OF THE PARTY OF		Name and the second	PROPERTY OF STREET	PAGE 18 AND	
Number of OVP Junction Boxes					TO A TABLE		Number of OVP Junction Boxes						
RRHs							RRHs				-		
Number of RRHs		100					Number of RRHs						200
Diplexers	The Park of the Park				1200		Diplexers	THE PERSON NAMED IN COLUMN	REAL PROPERTY NAMED AND ADDRESS.				
Number of Diplexers		BE WEST		S. Vene	声流入公司 (1)	E TO STORE	Number of Diplexers		A STATE OF THE STATE OF		STATE OF THE PARTY.		
	2100 MHz Dual Inline	2100 MHz Dual Inline	2100 MHz Dual Inline					2100 MHz Dual Inline AISG	2100 MHz Dual Inline AISG	2100 MHz Dual Inline AISG			
TMAs	AISG	AISG	AISG				TMAs						
Number of TMAs	200 100 100		CALL COLOR				Number of TMAs						(10000000000000000000000000000000000000

	Service Ty	pe: PCS L' Current	TE (LOP)		Service Type: PCS LTE (LOP) Proposed						
Sector	D1	02	D3		Sector	D1	D2	D3	T	Υ	
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 Downtlit (deg)						
lumber of Lines per Antenna					Number of Lines per Antenna	***					
eedline Model Number					Feedilne 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						
RHs				 T	RRHs				 		ļ
Yumber of RRHs			l	 	Number of RRHs				ļ		-
Diplexers				 	Diplexers					ļ	
Number of Diplexers				 	Number of Diplexers			i			
TMAs				 	TMAs						
Number of TMAs				 +	Number of TMAs				ļ		<u> </u>

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Comments:

Remove 3 Esisting Antennas for 700
Remove 3 Esisting Antennas for AVS
Add 5 SBMH Antennas for AVS
Add 5 SBMH Antennas for AVG
Add 5 SBMH Antennas for AVG
Add 3 Phytfillar 1,12² and 3 Anian CVP box at the Water Tower, 3 in the shelter
no changes to CDMA, keep the existing coaxlines for PCS/AWS

LAKE_WORTH_WT_REPL 16-1804B

Location No.: 104624

WATER TOWER LEASE AGREEMENT

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

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. <u>SURVEY</u>. 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 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. <u>EXTENSIONS</u>. 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. <u>EXTENSION RENTALS</u>. 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. <u>ADDITIONAL EXTENSIONS</u>. 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. <u>ACCESS TO TOWER</u>. 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. <u>TOWER COMPLIANCE</u>. 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. <u>LESSEE COMPLIANCE</u>. 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. <u>INDEMNIFICATION</u>. 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.
- 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. <u>REMOVAL UPON TERMINATION.</u> 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. <u>RIGHTS UPON SALE</u>. 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. <u>QUIET ENJOYMENT</u>. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.
- 19. <u>TITLE</u>. 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. <u>INTEGRATION</u>. 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.
- 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. <u>NOTICES</u>. 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. <u>SUCCESSORS</u>. 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. <u>RECORDING</u>. 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.
- 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.
- 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. <u>CONDEMNATION</u>. 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.
- 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. <u>APPLICABLE LAWS</u>. 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. <u>SURVIVAL</u>. 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. <u>CAPTIONS</u>. 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. <u>SPECIAL CONDITIONS</u>. 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. <u>CONSTRUCTION PLANS</u> 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. <u>ATTORNEYS' FEES</u> 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

	1 1.100	
By:	Care Herril	
Title	City Manager	
Date:	7-13-05	
	EE: Dallas MTA, L.P. d/b/a Verizon Wireless, rizon Wireless Texas, LLC, its general partner	
•	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" fron 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);

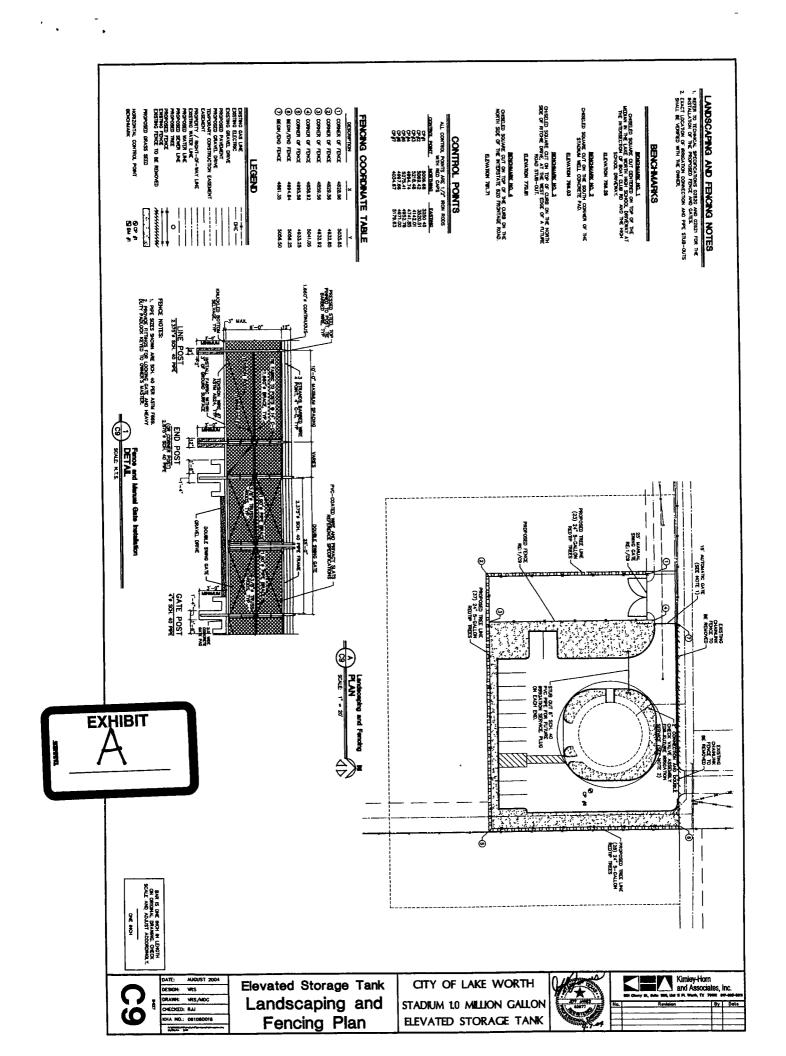
Thence: S 79° 38' 26" W, 140.16 feet across said 0.488 acre tract, to a set 1/2" iron bar (N 6982299.91, E 2301923.99) with cap (Solis-Kanak) marking the northeast corner of a 1050 square foot lease area surveyed this same date;

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)

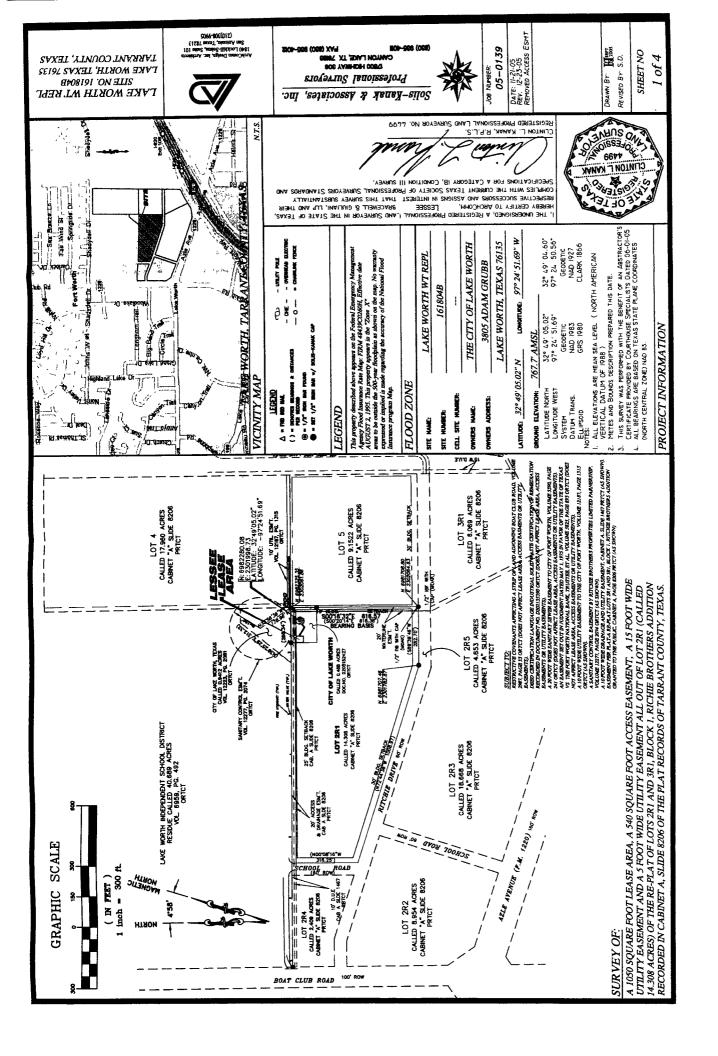
ADC ClearGain DD1900 Full Band Masterhead tower-top amplifiers, one per antenna

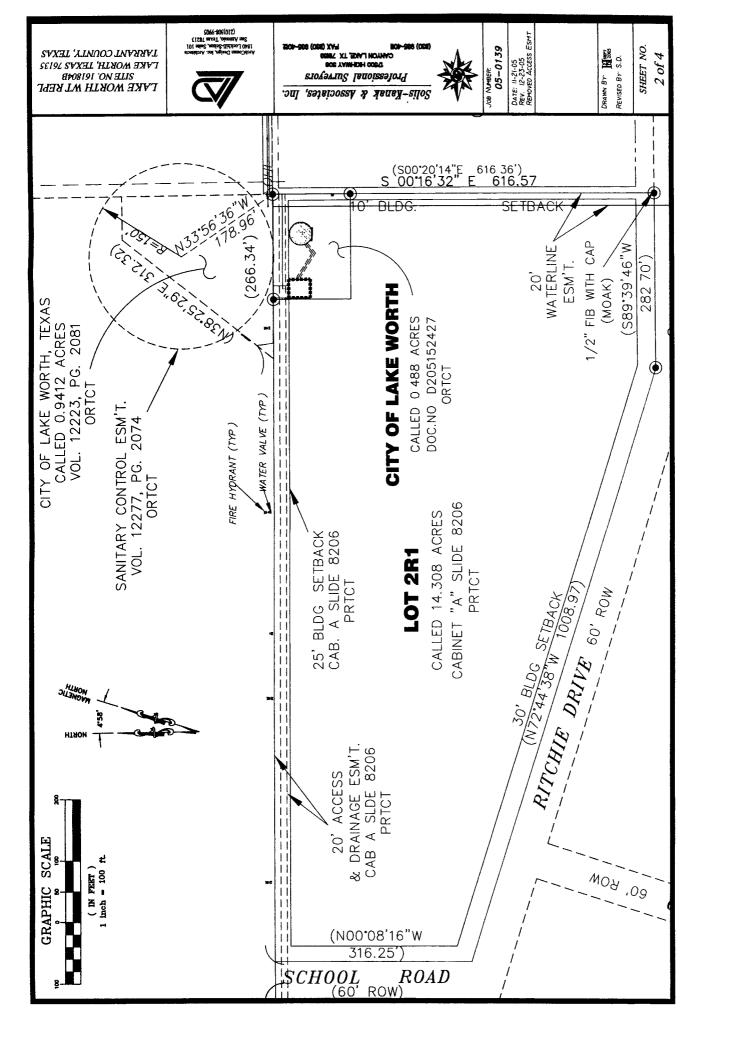
1 & 5/8 " coaxial cable, one run per antenna

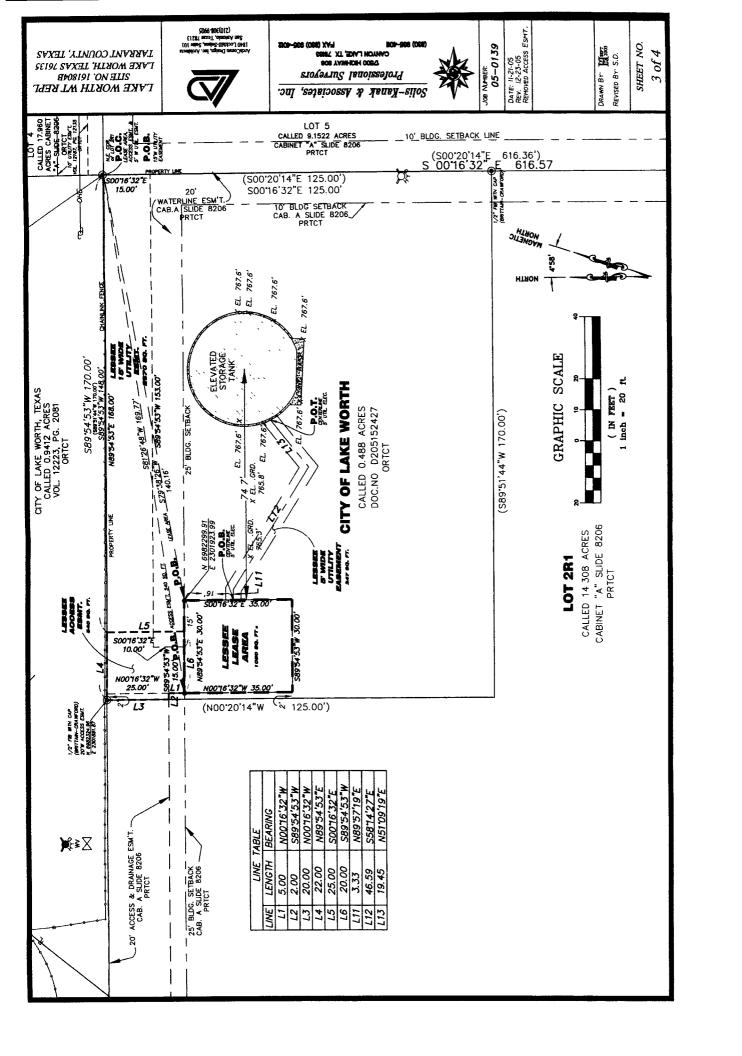
LAKE_WORTH_WT_REPL 16-1804B

Exhibit "C"

See attached Survey









Field waste for a 1000 spacer foot latest arm and of called it 488 arm arms of land in the Oth of Links Worth recorded to December 1865.
DAYLISATO GRADE Alexand Freed Comp. Caree (CATA) and Last Minelled I. 1886 and 1861 and 1861. Block I. Richard Addition recorded to Catalon Comp. (Last Office) and Last Minelled Catalon and Links Dayled for the Management of Catalon Catalon (1887.7) and have particularly described by maker and broad and all themselves from Catalon Last Catalon (1887.7) and have particularly described by maker and broad deliberation and all tempts from the Catalon Catalon and Novel Catalon (1887.8).

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Phononer S 60° 5.0' 33" W, 30.00 feet, whong the south line of the horns described lease area, to the southwest corner of the horns described lease area

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owes for a staymen from excess enomine and a coulou to state or town in 1951 and in the Claim Bord married in December 1951 15417 and Record from COUNTY and Lat 20 (exting a 15-18 of the Section of Terrary and the Section of
manings at gland 15 "too har (N 1912)21.31.5.1910/NI, My marked the conheast corner of vall of 488 arcs treet, the markess corner of vall for 1211, the could associate of the corner of vall of valled NN 1211.51 and associate of following the three properties of the COMP STATES and associated to Comment of the COMP STATES and while a found 16 "too marked as found 16" too the OH (N 1917) Multiple Associated to Comment of the PATES, from which a found 16" too the OH (N 1917) Multiple (STATES, AS) which are properties and the control of the Associated Associa

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This house for 1.3 feet wide stilly assertment on of a calcul 0.488 core text of least in gld dead to the Ory of Labe Thresh recorded in December the DD001151471 Official Record Terrors County Texts (2014 to 1.248 for the County of the Ar-Value of Lab 2.81 and 3.11. Block 1. Returb Product Artiflition recorded to Calcular A. Returb Browners of Artiflition of Labe 2.81 and Labe 2.81 and Labe and Lab

Agricular, at a found 8' vin the (N (1912)) 11, 2 (1926), big marking the conduct conner of the heart distribution and the replications of fineld and the second conner of first of the second conner of the second conner of first of the second conner of the second conner of first of the second conner of first of the second conner
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7001-908 (000) XV: CANYON LAGE TX 70655 CANYON LAGE TX 70655

JOB NUMBER: 05-0139

Date: 11-21-05 Rev. 12-23-05 REMOVED ACCESS ESMT

SHEET NO.

TARRANT COUNTY, TEXAS

TYKE MOKIH' LEXYZ 10132

SILE NO: 191804B TYKE MOKLH ML KELT

Thence 5.79° 19' 19' 10' 10' 16 for across said 8.689 acro fract, to a set 15' free for (A.692.199.1), E.120/51.19) with cap (Selis-Emaily method; the nor a (OS) speer/feel has a crosswal dat name dent;

Themose 500° 16' 32" K. 16.00 fout, along the asst line of soul lesse arm, to the Place of Regionaling of the herein described contertion,

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This hour for he cannelles of a fact who table hashes and of a called to the error of hand in the Ore of Late March secretar in Document has DOMISTED Official Recent Trans Carmy Trans (CAPT) and Lat DV (caulist Little Carmy of the North of Late DV and 1911, the Little March of the Carmy Carmy Carmy Carmy Carmy Carmy Trans (Carmy Carmy
Professional Surveyors Solis-Kanak & Associates, Inc.

DRAWN BY: H 2003 REVISED BY: S.D.

4 of 4

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

NUMBER.	
MEMORANDUM OF LEASE AGREEME	ENT
This Memorandum made this 13 day of the City of Lake Worth, a Texas home rule municipal corporation, with a mailing the City of Lake Worth, a Texas home rule municipal corporation, with a mailing the City of Lake Worth, a Texas home rule municipal corporation, with a mailing the City of Lake Worth, a Texas home rule municipal corporation, with a mailing the City of Lake Worth, a Texas home rule municipal corporation, with a mailing the City of Lake Worth, a Texas home rule municipal corporation, with a mailing the City of Lake Worth, a Texas home rule municipal corporation, with a mailing the City of Lake Worth, a Texas home rule municipal corporation, with a mailing the City of Lake Worth, a Texas home rule municipal corporation, with a mailing the City of Lake Worth, a Texas home rule municipal corporation, with a mailing the City of Lake Worth, a Texas home rule municipal corporation, with a mailing the City of Lake Worth, a Texas home rule municipal corporation, with a mailing the City of Lake Worth, a Texas home rule municipal corporation, with a mailing the City of Lake Worth, a Texas home rule municipal corporation, with a mailing the City of Lake Worth, a Texas home rule municipal corporation, and the City of Lake Worth with the City	address of 3805 Adam Grubb, Lake
Worth, Texas 76135, hereinafter designated LESSOR, and Dallas MTA, L.P. d/b office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, h	ereinafter designated LESSEE.
LESSOR and LESSEE entered into a Water Tower Lease 1, 2006, for a term of five four (4) additional five (5) year terms in accordance with the terms of the La	e Agreement (the "Agreement") on e (5) years with the right to renew for
four (4) additional five (5) year terms in accordance with the terms of the La Agreement is on file in the office of the LESSOR and LESSEE.	nd Lease Agreement. A copy of the
In consideration of the rental set forth in the Agreement, I portion of that certain space on the LESSOR's water tower presently under c	onstruction at 4200 Boat Club Road,

- 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 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, 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.

LESSO	R: City of Lake Worth
By:	Joen Heldell
Printed N	Jame JORY HISTAIL
Title:	City Manager
Date:	7-13-05
LESSEE	: Dallas MTA, L.P. d/b/a Verizon Wireless,
	on Wireless Texas, LLQ its general partner
By:	911 /28
,	Hans F. Leutenegger
	Area Vice President - Network, South Area
Date:	1-13-2006

NOTARY ACKNOWLEDGMENT

County of Tarrant	
by VOET Higher !!	owledged before me this Islay of India of India of Italy
My commission expires: March 7,2006	Linda Bhodes (PRINTED, TYPED OR STAMPED NAME OF NOTARY)

State of North Carolina

State of Texas

County of Mecklenburg

The foregoing instrument was acknowledged before me this 24 day of 300 day of



My commission expires:

8/28/2004

(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC—STATE OF NORTH CAROLINA

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

SUSANE, LONG

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" fron 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);

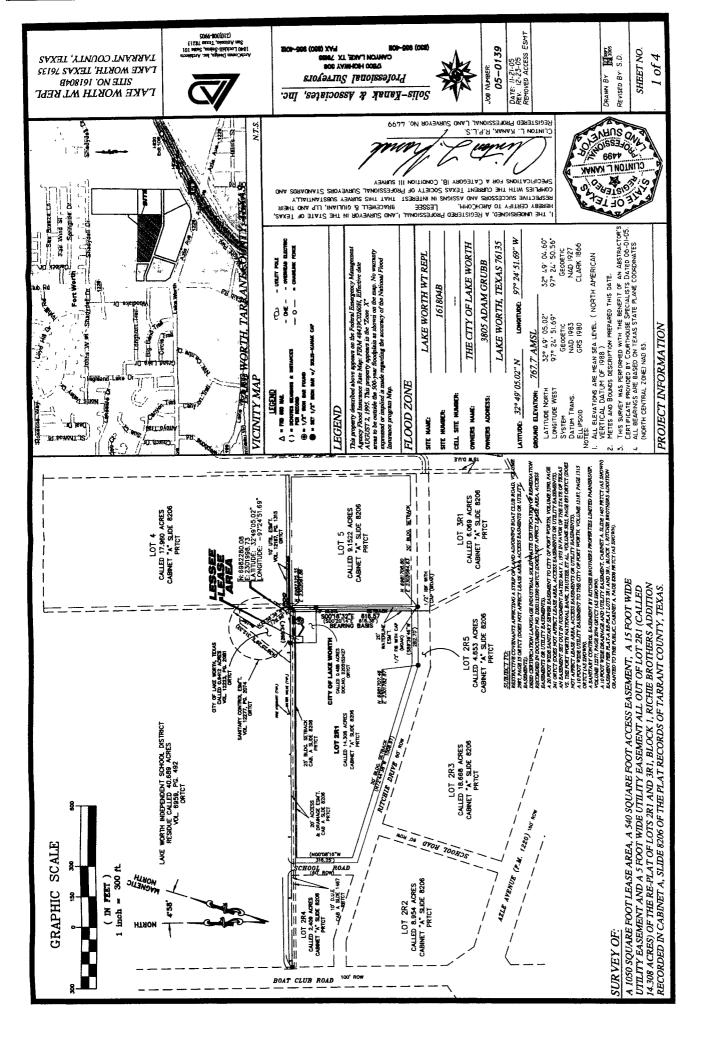
Thence: S 79° 38' 26" W, 140 16 feet across said 0.488 acre tract, to a set 1/2" iron bar (N 6982299.91, E 2301923.99) with cap (Solis-Kanak) marking the northeast corner of a 1050 square foot lease area surveyed this same date;

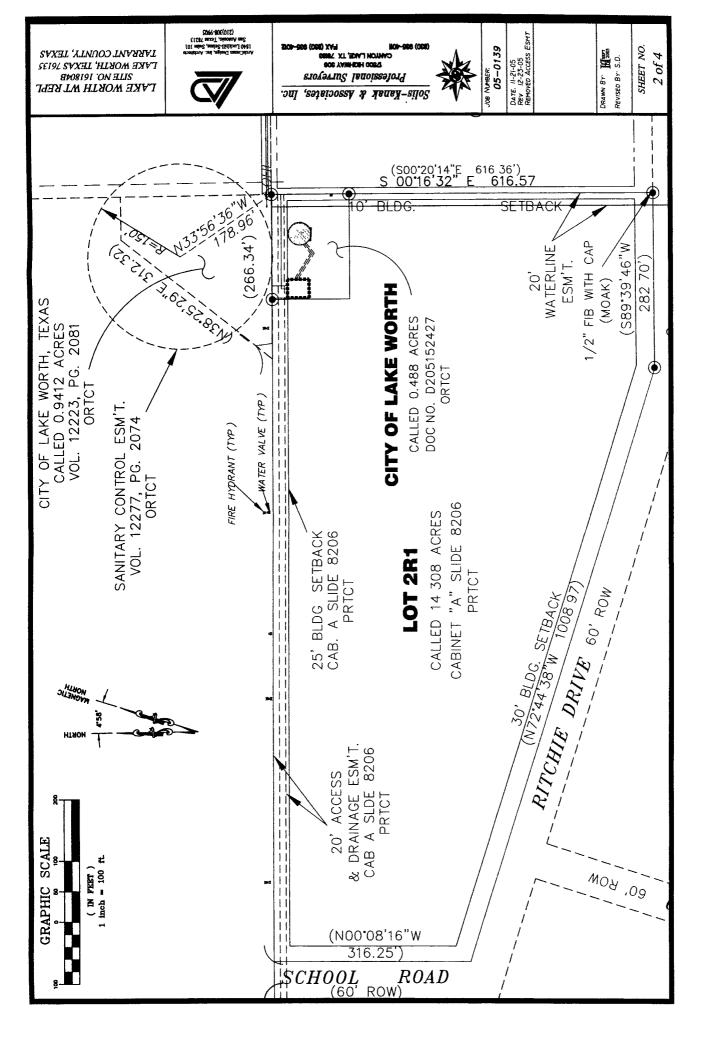
Thence: S 00° 16' 32" E, 16.00 feet, along the east line of said lease area, to the Place of Beginning of the herein described centerline;

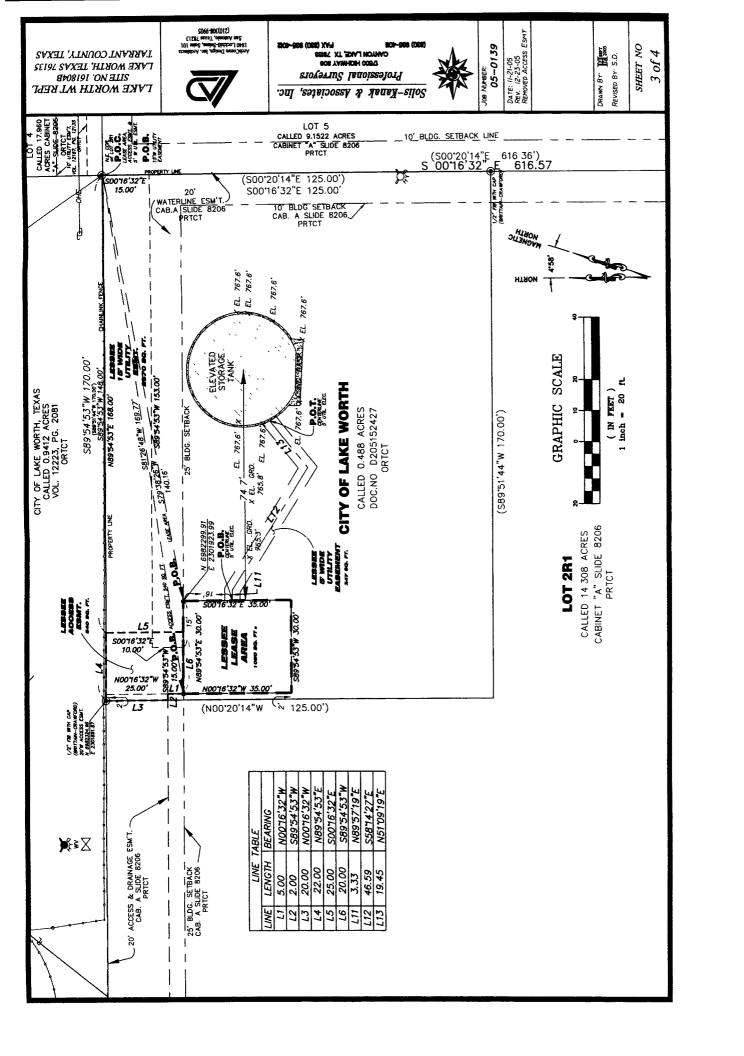
Thence: N 89° 57' 19" E, 3.33 feet, along the herein described centerline to a point for angle;

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.









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Theore S 19° 38' 8' (41) 16 for arrier and 14 48 arr oved to a set 15" tren bar (N 692.259 31, B 2101921.99) with exp (Solid-Lands) for the nor comes and "News of Regionalsy of the hearth described have oven;

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Professional Surveyors Solis-Kanak & Associates,

JOB NUMBER: 05-0139

SHEET NO.

4 of 4

DRAWN BY: H 1005
REVISED BY: S.D.

Lake Worth Regular City Council Meeting – July 11, 2017

Agenda Item No. F.3

From: Stacey Almond, City Manager & Barry Barber, Director of Building Development

Item: Discuss and consider approval of a professional service agreement with Dunaway

Associates, LP for the Future Land Use Plan, in an amount not to exceed \$30,000

and authorize the City Manager to execute the contract.

Summary:

City staff wishes to engage Dunaway & Associates, LP to assist with review and update to the Lake Worth Future Land Use Plan (FLUP). The recommended services also include vision planning and plan implementation.

The City of Lake Worth has a FLUP that was developed in April of 1995 (see attached). Lake Worth is an established community with very strong commercial/retail base. This makes Lake Worth a large participant in the forecasted growth for the Northwest Tarrant region and the 820 corridors.

Planning for the future of Lake Worth and an update to the FLUP is necessary. The current plan has been in place for over two decades and has served the city well. However, many changes have occurred in Lake Worth during this time which should be reflected in the FLUP.

If approved, the project is excepted to kick off in September 2017 with a community meeting. It's estimated that the update process and associated plan will be complete and ready for consideration by the Council in six months, approximately March 2018.

A brief overview of the process is listed below:

- 1. Evaluate existing conditions/initial analysis
- 2. Initial presentation to P&Z and CC
- 3. Establish a Committee of elected/appointed officials, staff, stakeholders, etc.
- 4. Conduct a Town Hall meeting
- 5. Outcome/Results
- 6. Updated FLUP (draft & final version)

Fiscal Impact:

FY 2016/17 - \$15,000 (this expense was accounted for in the mid-year budget review and funding is available through line item transfers.)

FY 2017/18 - \$15,000 (this expense will be budgeted for in the proposed budget process.)

Lake Worth Regular City Council Meeting – July 11, 2017

Agenda Item No. F.3

Attachments:

- 1. Professional Service Agreement with Dunaway & Associates, LP
- 2. Current Future Land Use Plan (1995)
- 3. Form 1295

Recommended Motion or Action:

Move to approve a professional service agreement with Dunaway Associates, LP for the Future Land Use Plan, in an amount not to exceed \$30,000 and authorize the City Manager to execute the contract.



Dunaway No. P003530

July 7, 2017

Ms. Stacey Almond City Manager City of Lake Worth 3805 Adam Grubb Lake Worth, TX 76135

Via e-mail: salmond@lakeworthtx.org

Reference:

Proposal for Professional Planning Services

Dear Ms. Almond:

Dunaway Associates, L.P. (Dunaway) is pleased to submit this proposal for professional planning consulting for the City of Lake Worth. We believe the following scope of services will meet your needs for this project.

EXECUTIVE FEE SUMMARY

FEE

Dunaway proposes to provide the scope of work described below for a fee as shown above, plus a 2% administrative fee, direct expenses and any applicable State Sales Tax. All administrative and application fees required by review authorities will be paid by the Client and are not included in Dunaway's proposed fee. Please find attached to this proposal our Standard Terms & Conditions for professional services, which is also part of this proposal.

Dunaway will require a retainer of \$5,000 of the LUMP SUM fee before commencing work on the project. The retainer will be applied to the last invoice(s) for the project.

DETAILED SCOPE OF WORK (Refer to attached document)

Only those services specifically mentioned in the attached Scope of Work section are offered as part of this proposal. Update to the Comprehensive Plan will also include the following:

- Community Outreach
- Update of the Future Land Use Plan Map

Proposal for Professional Planning Services Ms. Stacey Almond, City Manager Page 2

ADDITIONAL SERVICES (not included in proposal)

The following is a list of some, but not necessarily all, of the services that can be useful or required for a project of this type. The listed services have not been included in this proposal. Dunaway can provide or sub-consult many of these services if desired by the Client. If the Client determines any of these services is desired, Dunaway can either amend this proposal to incorporate the desired service or services or recommend other actions to cover the needs as expressed.

- 1. General planning services.
- 2. GIS mapping.
- 3. Update to the Zoning Ordinance
- 4. Update to the Subdivision Ordinance

Director of Planning+Landscape Architecture

If this proposal meets with your approval, please sign below and return one copy to our office as our notice to proceed. We appreciate the opportunity to assist you with this project and look forward to its success.

Respectfully submitted,

DUNAWAY ASSOCIATES, L.P.,	Agreed & Accepted		
a Texas limited partnership	CITY OF LAKE WORTH		
Day J. Audson	Ву:		
Barry L. Hudson, AICP, CNU-A Associate/Senior Planner	Name:		
Sa ano	Title:		
Mul Ca	Date:		
Larry O'Flinn, ASLA			

Attachments

JER/initials

Principal



STANDARD TERMS & CONDITIONS

Page 1 of 2

These Standard Terms & Conditions are attached to and fully incorporated into the Base Contract. The Base Contract, together with these Standard Terms and Conditions, is sometimes called this "Agreement" herein.

I. Basis of Compensation. Professional Services shall be billed monthly and based upon either a percent complete for lump sum tasks or Dunaway Associates, L.P.'s Standard Hourly Bill Rate Schedule. This Schedule is updated annually in January.

2017 STANDARD HOURLY BILL RATE SCHEDULE

2017 STANDARD HOURLY BILL R	
STAFF TYPE	HOURLY BILL RATE
Administrative	\$ 80.00 - \$100.00
Department Directors	
Information Systems	
Marketing/Business Development	
Financial	
Civil Technician	
Civil Designer	\$110.00 - \$130.00
Graduate Engineer	\$110.00 - \$115.00
Project Engineer	\$130.00 - \$155.00
Assistant Project Manager	\$135.00
Project Manager	\$150.00 - \$185.00
Field Manager/Chief of Parties	\$105.00 - \$150.00
Survey Project Manager	\$130.00 - \$165.00
Senior Project Surveyor	\$145.00
Survey Party Chief	\$115.00 - \$130.00
Survey Technician	\$ 85.00 - \$105.00
Survey Field Assistant	
GIS	\$ 85.00 - \$150.00
PLA Technician	\$ 75.00 - \$100.00
Land Planner	
Graduate Landscape Architect	\$ 95.00
Landscape Architect	\$110.00 - \$215.00
Graduate Planner	
Construction Administrator	\$110.00
Environmental Scientist	\$105.00 - \$130.00
Intern	\$ 75.00
Principal	
Senior Technical Expert	\$185.00
CONTRACTOR OF THE PROPERTY OF	

- П, Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Dunaway Associates, L.P. and Dunaway Associates, L.P.'s officers, directors, partners, employees, agents and Dunaway Associates, L.P.'s Subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Dunaway Associates, L.P. or Dunaway Associates, L.P.'s officers, directors, partners, employees, agents or Dunaway Associates, L.P.'s Subconsultants or any of them, shall not exceed the total compensation received by Dunaway Associates, L.P. under this Agreement.
- III. No Consequential Damages. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Dunaway Associates, L.P., their employees, agents, or subconsultants. Consequential damages include, but are not limited to, loss of use and loss of profit.

- IV. No Duties to Third Parties. The services to be performed by Dunaway Associates, L.P. under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Dunaway Associates, L.P. toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.
- V. Claims Limited to Insurance Coverage. The Client and Dunaway Associates, L.P. waive all rights for damages, each against the other and against the contractors, subconsultants, agents, and employees of the other, but only to the extent covered by property insurance during or after construction, except such rights as they may have to the proceeds of such insurance. The Client and Dunaway Associates, L.P. each shall require similar waivers from their contractors, subconsultants, and agents.
- VI. General Contractor Duties and Responsibilities. Neither the professional activities of Dunaway Associates, L.P., nor the presence of Dunaway Associates, L.P. or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Dunaway Associates, L.P. and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, Dunaway Associates, L.P. and Dunaway Associates, L.P.'s Subconsultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.
- VII. Cancellation. It is understood that this Agreement may be canceled at any time by the Client and payment shall be due based on the method of computation in Section I only on Work performed or expenses incurred to date of cancellation.
- VIII. Payments and Interest. Client recognizes that prompt payment of Dunaway Associates, L.P.'s invoices is an essential aspect of the overall consideration Dunaway Associates, L.P. requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of date of invoice. A statement of charges for services will be submitted by the 15th of each month. All accounts past due 60 days from date of invoice shall pay interest at the rate of 18% (1.5% per month), or maximum allowable by law, whichever is lower, of the past due amount per month.

STANDARD TERMS & CONDITIONS

Page 2 of 2

- IX. Cessation of Services. If Client, for any reason, fails to pay the undisputed portion of Dunaway Associates, L.P.'s invoices within 30 days of invoice date, Dunaway Associates, L.P. has the right to cease work on the project and Client shall waive any claim against Dunaway Associates, L.P. for cessation of services, and shall defend and indemnify Dunaway Associates, L.P. from and against any claims for injury or loss stemming from Dunaway Associates, L.P.'s cessation of service. Client shall also pay Dunaway Associates, L.P. the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.
- X. Legal Action. Subject in all respects to the other provisions of this Agreement, in the event legal action is necessary to enforce the payment terms of this Agreement, the prevailing party in any such action shall be entitled to collect any judgment or settlement sums due, plus reasonable attorney's fees, court costs and other reasonable expenses incurred by the prevailing party in connection with such collection action.
- XI. Dispute Resolution and Termination. In the event any bill, or portion thereof, is disputed by Client, Client shall notify Dunaway Associates, L.P. within 10 days of receipt of the bill in question, and Client and Dunaway Associates, L.P. shall work together to resolve the matter within 60 days of its being called to Dunaway Associates, L.P.'s attention. If resolution of the matter is not attained within 60 days, either party may terminate this Agreement in accordance with conditions indicated in the termination of agreement clause specified in Section VII.
- XII. Mediation. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Dunaway Associates. L.P. agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and Dunaway Associates, L.P. further agree to include a similar mediation provision in all agreements with independent contractors and subconsultants retained for the Project and to require all independent contractors and subconsultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.
- XIII. Surveying Regulations. Land Surveying in the State of Texas is regulated by the Texas Board of Professional Land Surveying, Building A, Suite 156, 12100 Park 35 Circle, Austin, Texas 78753, telephone number (512) 239-5263.
- **XIV. Reimbursable Expenses.** Other charges which may apply to the Client's project include:
 - A. Expenses included in 2% Administrative Fee: mileage, parking, tolls, internal printing, aerials, postage, FedEx/Courier, courthouse records, tax certificates, on the job meals, invoicing time, field supplies, and other local travel expenses.
 - B. All <u>direct</u> non-labor expenses, including fees paid on behalf of Client, bid advertising, airfare, lodging, and rental cars are charged at actual cost.

C. For services not offered as a part of Dunaway Associates, L.P.'s normal services, the Client may, at his option, contract directly with the third party for such services or through Dunaway Associates, L.P. If such contracts are made through Dunaway Associates, L.P., a service charge of 10% will be added to the net amount of such contracts.

Dunaway reserves the right to amend this fee policy at any given time.

- XV. Certifications, Guarantees and Warranties. Dunaway Associates, L.P. shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Dunaway Associates, L.P. cannot ascertain.
- XVI. Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

XVII. Miscellaneous.

- A. <u>Intellectual Property</u>. The drawings, specifications and any other work products (including but not limited to software programs and electronic media of any description) prepared by Dunaway Associates, L.P. for this project shall remain the property of Dunaway Associates, L.P. and Dunaway Associates, L.P. shall retain all common law, statutory and other reserved rights, including the copyright, where applicable.
- B. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.
- C. <u>Counterparts</u>. This Agreement shall be executed with one or more separate counterparts, each of which, when so executed, shall, together, constitute and be one in the same instrument.
- D. Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with the substantive laws of the State of Texas and the parties hereto agree and consent that venue for all purposes shall be in Tarrant County, Texas.
- E. <u>Proposal Expiration</u>. The terms stated in the proposal are valid only if executed by both parties within 90 days from the date of the proposal.
- F. Free Publicity. Dunaway Associates, L.P. has the right to photograph the above named project and to use the photos in the promotion of the professional practice of Dunaway Associates, L.P. through advertising, public relations, brochures or other marketing materials. Should additional photos be needed in the future, the Client agrees to provide reasonable access to the project.



CITY OF LAKE WORTH PLANNING CONSULTING SERVICES

JULY 7, 2017

OVERALL PLANNING SCOPE

It is our understanding that the City of Lake Worth desires to engage professional planning services to assist the City of Lake Worth with visioning, planning, and plan preparation work for the betterment of the community of the following:

UPDATE OF THE COMPREHENSIVE PLAN

The existing document is dated and needs to be reviewed and updated to serve the current needs, as well as, the future vison for the City of Lake Worth. An additional component of the plan preparation could be a **GIS mapping program** to transfer maps to interactive web-based maps. The following outlines the basic activities involved in the update of the Plan.

TIMELINE

The project is anticipated to kick-off in September 2017 with a community meeting. It is estimated that the update process will be complete and ready for consideration by the Council in six months, approximately March 2018.

COMMUNITY OUTREACH

The City of Lake Worth is a very stable community which has established neighborhoods and a very strong commercial/retail base. Due to this stability and the enviable situation of a "lack of controversy" there tends to be limited citizen involvement. However, Lake Worth will be a part of the forecasted growth in the region. To plan for the future of Lake Worth and update the development regulations, the effort to engage a cross-section of the population will add credibility to each of the documents, as well as, guide the vision for the community.

- 1. Vision -
 - 1.1. Campaign to gather community input
 - 1.2. Promote input
 - 1.2.1. Web page
 - 1.2.2. Social media
 - 1.2.3. Flyers and door hangers
 - 1.2.4. Churches and community groups

FUTURE LAND USE PLAN

The Future Land Use Plan for the City of Lake Worth has not been updated since 1995. This brochure plan prepared by Planning Resources Group (PRG) has served the City for over two decades, but many changes have occurred in Lake Worth, in the surrounding cities, in Tarrant County, in the D/FW Metroplex, and in Texas which should be reflected in the Future Land Use Plan. The preparation of a new Future Land Use Plan is a process which the planners at Dunaway Associates can guide the City through. The steps in the planning process are:

- 1. Existing Conditions/Initial Analysis
 - 1.1. Community input
 - 1.2. Meet with city staff
 - 1.3. Data collection/research
 - 1.4. Windshield survey/aerial photograph analysis
 - 1.5. Staff survey
- 2. Initial presentation to PZ and CC
- 3. Committee -
 - 3.1. Assist to set up committee of stakeholders
 - 3.1.1. Elected & appointed officials
 - 3.1.2. Residents
 - 3.1.3. Business representatives
 - 3.1.4. NAS-FW-Joint Reserve Base/NCTCOG
 - 3.1.5. TxDOT
 - 3.2. Meet with committee
 - 3.3. Town hall (Family friendly event)
- 4. Outcome/Results
 - 4.1. Town hall
 - 4.2. Post online
- 5. Updated Comprehensive Plan Draft
 - 5.1. Committee
 - 5.2. Planning & Zoning Commission
 - 5.3. City Council

GENERAL PLANNING SERVICES (HOURLY)

General planning services are offered on an hourly basis, as requested by City staff, and would include review and comment on current planning applications. In addition, special planning reports or studies could be provided, as requested by City staff.

GIS MAPPING PROGRAM (HOURLY)

The City of Lake Worth Zoning Map posted on the City website is dated 2013. This implies that there have been no zoning changes approved over the last four years since the map was updated. The webbased zoning map could include links to approved site plans and other zoning information.

Summary of the

COMPREHENSIVE LAND USE PLAN

for the City of

LAKE WORTH

Adopted April, 1995

Prepared by: The Comprehensive Land Use Plan Committee In Cooperation with: Planning Resources Group

INTRODUCTION

The purpose of the Comprehensive Land Use Plan is to give direction to future development in order to avoid creating incompatible physical impacts unknowingly. The plan enables the City leaders to address potential problems before they become permanent and undesirable landmarks.

The Comprehensive Land Use Plan includes the entire municipality land area and has a long range time horizon of 20 years. However, a written review should be completed at least every five years, yearly if possible. Goals of the community, such as health, safety and public welfare issues, circulation, provisions of services and facilities, and environmental protection are often components of a comprehensive plan.

The brochure plan is a summary of the Comprehensive Land Use Plan and includes, on the reverse side, a copy of the Land Use Map. This provides a general visual picture of the future land use patterns for the City of Lake Worth.

LEGISLATIVE AUTHORITY

The legal authority for preparing a Comprehensive Plan is found in the state statutes that provide zoning authority. Section 211.004 of the Texas Local Government Code states that zoning regulations must be adopted in accordance with a comprehensive plan. As established by this legislation, the City is given guidance in making zoning decisions in accordance with the Comprehensive Land Use Plan.

new concept for the City. While presently there is no category

of moderate density provided in the City's Zoning Ordinance it

is proposed that this category be added to the ordinance. Re-

cently moderate density developments have been developed in

other parts of the Metroplex which incorporate amenities such

as access gates and landscaping into residential developments

of a slightly higher density. It is recommended that the City

encourage the development of this type of moderate density

residential land uses in the central portion of the City as indi-

The Land Use Plan recommends that future commercial land

uses develop according the the planning principles of the

Commercial Corridor and the Commercial Node. Commercial

uses like retail, service or office commercial are generally lo-

cated along thoroughfares in either a nodal pattern at intersec-

tions or a narrow linear corridor along the streets. The Future

Land Use Plan provides for a continuation of this trend. Com-

Industrial land uses are more intense in nature and should

therefore be located near major arterial or freeway systems.

The Comprehensive Land Use Plan provides for two areas of

industrial development in the future. The first is an existing

facility located north of Azle Ave. and east of Hodgkins Rd.

The second contains both existing and an area planned for the

future. This area is located adjacent to Loop 820 adjacent to

the Lake Worth High School. Industrial land uses account for

Public land use have been divided into two categories: public

and quasi-public. Quasi-public uses are comprised of church-

es and non-profit organizations. Quasi-public uses account for

13% of the total area. Public land uses include municipal,

county, and state governmental facilities, cemeteries, and

schools. Public uses account for 6% of the total area. Loca-

tions of schools, fire stations and parks have been identified on

The City of Lake Worth currently has approximately 48 acres

of parks and open space within the city limits. This is com-

prised of three community parks, which provide ballfields,

tennis courts, playgrounds and picnic areas. The Future Land

Use Plan indicates an increase in parks and open space, to ap-

proximately 69 acres within the City. The National Recrea-

tion and Park Association (NRAP) standards suggests a range

of 6.25 to 10.5 acres of local parks per 1,000 population. Lake

Worth is within the range provided by NRAP. The proposed

increase is comprised of a green belt planned in the northern

portion of the City within an existing residential neighbor-

hood. This proposed green belt will utilize an existing drain-

age easement and bring a needed open space element to the

mercial land use accounts for 19% of all future development.

cated on the Land Use Plan.

Commercial Land Use

Industrial Land Use

5% of the total area of the City.

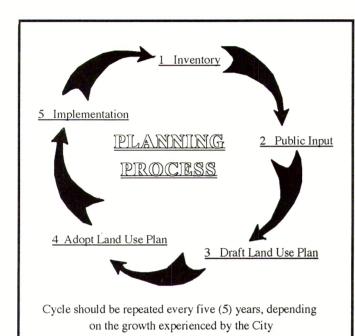
the map.

Public and Quasi Public Land Use

Parks, Recreation and Open Space

THE PLANNING PROCESS

Before planning for the future, it is important to have a sense of the present state of events and the probable future direction of events. This is obtained by gathering an inventory of existing conditions. The second step in the planning process is the formulation of goals and objectives. The community, staff, elected and appointed officials develop the goals that represent a consensus of the desires of the community. The third phase in the planning process is the formulation of the plan.



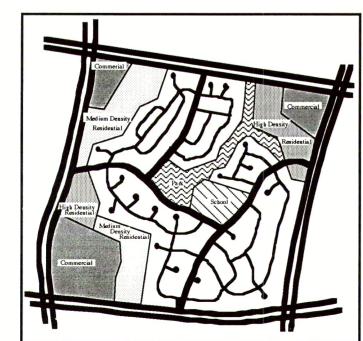
Planning Principles

"Urban Form" is generally interpreted to mean the physical pattern and form that cities take as land is developed. When planned according to accepted planning principle, the form may develop into pattern that have been determined appropriate for orderly and progressive development. There are three urban form principles: (1) the neighborhood concept, (2) the corridor development, and (3) the nodal development.

Neighborhood Concept

The neighborhood concept is one of the oldest and most widely used and accepted practice in urban land use planning. This concept helps to create quality spaces for people to live. The primary emphasis is on creating neighborhoods that buffer the impacts of elements from outside the neighborhood system. Components of the Neighborhood unit usually include: a school and park centrally located for easy access by all residents of the unit, a majority of single family residential housing surrounding the park and school, and serviced by collector and local streets which carry traffic to the arterial streets that surround the neighborhood. In addition, commercial land uses are located at the corners of major intersections or in a narrow corridor pattern along these arterials, and high density or moderate density housing is placed in such a fashion as to buffer the low density from the surrounding higher intensity uses such as commercial development and major roadways.

The Neighborhood Concept



Commercial Nodes Development

Commercial nodes development consists of commercial land that develops around intersections of major thoroughfares and at intersections of collector streets with arterial streets. High intensity commercial uses are typically located at the intersection of arterial streets and less intense uses may be located between the high intensity commercial uses and the residential land uses.

Conclusions developed during the analysis of information gathered for the base studies can be helpful in the planning process. Implementation is the fourth phase of the process. If strategies for implementation are not included on the Comprehensive Land Use Plan, it is unlikely that the goals and objectives of the community will be realized. The planning process is a cycle. Reviewing the plan is important, taking into consideration the changes that occur over time. Depending on the growth rates occurring in the City, all elements should be addressed at least every five years. The twenty year planning period is considered a long range plan and should continue to change and evolve with each five year review.

EXISTING CONDITIONS

As part of the the planning process, it is important to analyze the existing conditions of a community. Existing land use represents how the land is currently used. A field survey was conducted in January of 1995 to identify existing land use conditions. Of the approximately 1,579 acres that make up the City, 927 acres are developed as one of the following land uses: residential, commercial, industrial, public, or parks and recreation. There are approximately 203 acres utilized as major roadways or railroad right-of-way within the City. The remaining 449 acres are undeveloped at this time. Table 1, Summary of Existing Land Use, indicates a breakdown of current land uses within the City.

Summary of	2	ole 1 and Use - January 1	995
Land Use	Acreage	% of Dev. Area	% of City
Low Density	534	47%	34%
Moderate Density	3	<1%	<1%
High Density	1	<1%	<1%
Mobile Home	5	<1%	<1%
SubTotal	543	48%	35%
Commercial	165	15%	11%
Industrial	65	6%	4%
Sub Total	230	21%	15%
Public	67	6%	4%
Quasi-public	39	3%	2%
Sub Total	106	9%	6%
Parks & Open Space	e 48	4%	3%
Major Thoroughfare	es 121	11%	8%
Loop 820 ROW	82	7%	5%
Sub Total	203	18%	13%
TOTAL DEVELOP	ED 1,130	100%	72%
Undeveloped	449		28%
TOTAL	1,579		100%

DEMOGRAPHICS

The Comprehensive Land Use Plan is designed as a guide for future growth of the City of Lake Worth. Population forecasts and the analysis of population characteristics are an integral part of the plan. The purpose of this analysis is to identify the present population, growth trends, distribution, density, and other characteristics that will have an effect upon the future urban area, along with the determination of the size and makeup of the future population.

The data gathering process for determining the demographic characteristics of the City of Lake Worth utilized the 1990 census and information regarding residential water meters obtained from the City of Lake Worth. Persons-per-household multipliers were calculated by Planning Resources Group. These multipliers were developed using information provided by the North Central Council of Governments (NCTCOG). The total number of active water meters in December of 1994 was 1,782. The following multipliers were used: Low density 2.9 persons per household, moderate density 2.9 persons per household, high density 1.9 persons per household and for mobile homes 2.9 persons per household. Utilizing active water meter counts and the multipliers developed by Planning Resources Group, the City of Lake Worth is estimated to have a current population of 5,072 persons. The U.S. Census for 1990 estimated the total population for the City of Lake Worth at 4,591 persons.

Table2 Analysis of Population Demographics According to Land Use				
Description	<u>Persons</u>	# of Units		
Single Family	4,932	1,701		
Moderate Density	52	18		
Multi-Family	30	16		
Mobile Homes	58	20		
TOTAL	5,072	1,782		

Age distribution is important in the planning of public facilities such as parks, schools, senior citizens centers etc. In addition to planning community facilities, age distribution is an important factor to consider when planning for future residential housing alternatives. The residents of Lake Worth are relatively young. Approximately 34% of the population is under 25 years of age and approximately 65% is below the age of 45 years. Due to the relatively young population residing in Lake Worth, it is important to provide housing that is appropriate for possible first time home buyers. In addition, alternative types of housing for older residents may want to be considered for the approximately 21% of the current population over the age of 60 years.

The U.S. Census for 1990 indicates that the majority of the population of Lake Worth is white, accounting for 95.2% of the City. The percentage of Black populations accounts for 0.3% while Asians account for 1% and the American Indian/ Eskimo or Aleut account for 0.5%. The remaining 3% is made up of other races. Persons of Hispanic origin (of any race) account for 6.7% of the City of Lake Worth.

Table 3 Analysis of 1990 Population De According to Race Perce	C 1
Race	Percentage
White	95.2%
Black	0.3%
American Indian/Eskimo/Aleut	0.5%
Asian/Pacific Islander	1.0%
Other	3.0%
TOTAL	100.0%
Hispanic (of any race)	6.7%

Future Demographics

It is important to include an analysis of the future population when planning for the future land use of a city in order to provide for the future needs of the community. The future population projections for Lake Worth are summarized in Table 4, Population Projections for Lake Worth. Two (2) projection lines are provided in *Table 4*. The higher projection represents a exponential projection that may be considered as a high projection number. The lower projection represents a modified exponential projection utilizing an ultimate carrying capacity. The modified exponential line may be considered as a low projection number. The ultimate build-out population for the City of Lake Worth is estimated at 7,735 persons. This number was calculated using units-per-acre densities currently exhibited by existing residential development and persons-perunit multipliers formulated during development of the Comprehensive Land Use Plan

Table 4 Population Projections for Lake Worth				
Year	Historical Population	Low Projection	High Projection	
1960	3,833			
1970	4,958			
1980	4,394			
1990	4,591			
2000		4,742	4,916	
2010		4,886	5,127	
2020		5,023	5,347	
2030		5,513	5,577	

LAND USE PLAN

The Comprehensive Land Use Plan reflects the future patterns of land uses for the City of Lake Worth. This plan is developed in conjunction with goals, objectives, and policies as developed during the planning process. The land uses that are proposed by the Comprehensive Land Use Plan are shown on the Land Use Map, on the reverse side of this brochure, as well as on the Table 5, Future Land Use.

The Land Use Plan Map is a bubble style map. The double black lines enclosing each bubble of color represent the general limits of the land use recommended for that general location. There are six different land uses identified on the Comprehensive Land Use Map which are described below.

Residential Land Use

The Comprehensive Land Use Plan addresses four residential categories: Low density residential, moderate density residential, high density residential, and mobile home residential. The low density residential accounts for 46% of the total City area and is the largest percentage of any one use. Moderate density is limited to 3% and high density accounts for less than 1% of the total area. Finally, mobile home residential accounts for less than 1% of the total area. The Future Land Use Plan proposes an increase in percentage in only the single family and moderate density residential land uses. The percentage of land area proposed for future single family residential will be similar to the existing single family currently developed in Lake Worth. The proposed moderate density is a

	Table 5	
Futu	ire Land Use	
Land Use	Acreage	Percent of City
Low Density	723	46%
Moderate Density	54	3%
High Density	2	<1%
Mobile Home	5	<1%
Sub Total	784	50%
Commercial	299	19%
Industrial	89	5%
Sub Total	388	24%
Public	93	6%
Quasi-public	41	3%
Sub Total	134	9%
Parks and Open Space	69	4%
Major Thoroughfares	122	8%
Loop 820 Right-of-way	82	5%
Sub Total	204	13%
TOTAL	1,579	100%

Commercial Corridor Development

Commercial corridor development is located along arterials. This development form is characterized by high intensity commercial uses that are located near the intersections of major arterials and less intense commercial uses are located along the arterial between the intersections. Commercial parcels in corridor development should not have lot depths that exceed 300 to 400 feet. Deeper development will create possible conflicts in land uses and potential land-lock situation for properties.

Other characteristics which should be encouraged include uniform signage, shared drives, landscape buffers between roadways and parking lots, and landscaping in the street yards. There should be buffering using walls and trees or a combination thereof between incompatible land uses. The following characteristics of strip commercial development should be

- 1. Shallow lots, usually less than 100 and 200 feet deep;
- 2. Numerous small ownerships;
- 3. Numerous curb cuts for entrances;
- 4. Numerous small buildings with no architectural unity;
- 5. Little or no landscaping in and around the parking lots especially in the front;
- 6. The lack of landscaping or other buffers, especially in the rear, with the adjacent residential areas exposed to blighting influence;
- 7. Limited parking usually restricted to the front setback area or along the street with "head-in" parking.

TRANSPORTATION

The Thoroughfare Plan for the City of Lake Worth, as shown on the Land Use Plan Map, was designed to encourage safe, expeditious traffic circulation while integrating with the adopted land use plan.

Typically, the purpose of arterial roadways is to transport vehicles from one side of the municipality to the other. They usually have a minimum of stops, are designed for significant traffic volumes, and adapt easily to traffic control devices. Jacksboro Highway and Azle Avenue are examples of arterial

Collector roadways are not intended to transverse the community but are intended to service the neighborhoods. Collector roadways, typically extend only from one side of a neighborhood to the other. They serve to provide access from the interior of the neighborhood to the arterial and from the arterial to the interior of the neighborhood. Planning principles suggest that two and perhaps three streets be designated to collect traffic within a neighborhood to feed the arterials. Examples of collector roadways would include Grand Lakes Drive, Delaware Trail and Pawnee Trail.

Lake Worth has a substantial amount of major thoroughfare development within the City. Loop 820, Azle Avenue, and Jacksboro Highway along with the other smaller arterials identified on the Land Use Plan account for 204 acres of land Due to this substantial amount of thoroughfare land use within the City it is important to plan accordingly. Land use development along major thoroughfares requires special consideration to deal with noise, pollution, and visual issues. It is recommended that thoroughfare issues be considered with each request for development within Lake Worth.

IMPLEMENTATION

An important step in the Comprehensive Land Planning process is the implementation of the plans that have been developed. Implementation should be considered an integral part of the planning process. Implementation is the execution of a planning scheme or a planning decision. There are many methods and tools that may be used to implement a plan. Some of these include the following:

- 1. Adopted Policies;
- 2. Checklists, Forms, and Applications; Ordinances;
- 4. Planning Program.

Application of the Plan

The Comprehensive Land Use Plan provides guidance for future development in primarily three ways. First, all planning and zoning decisions should be made with regard to the growth goals and objectives developed. Secondly, the Comprehensive Plan has provided a description of applicable planning principles for Lake Worth. And last, planning and zoning decisions should be in agreement with the adopted Land Use Plan map. This Land Use Map provides a general picture of how land uses may be arranged to reflect the growth goals and objectives of the City.

The Land Use map is not law and should not have the same authority as the zoning map. Changes other than those literally shown on the Land Use Plan map can be made with assurance that they are not in conflict with the Comprehensive Plan, if they do not conflict with the growth goals and objectives or the planning principles provided in the text portion of the plan.

Adopted Policies

Adopted policies are often credited with a great amount of authority. In general, official policies provide the city staff, Planning and Zoning Commission, and the City Council with specific guidelines regarding development issues. The following policies should be adopted to provide guidelines for the staff and appointed officials.

Policies:

Conformance with the Plan:

The City may establish a policy requiring conformance with the Comprehensive Land Use Plan. All zoning and platting requests shall be measured for compatibility with the Plan. Non-conformance with the Plan may be sufficient grounds for denial or a negative recommendation of the request

Maintenance of the Plan:

The City should adopt a policy to have a written staff review of the Plan annually. Items to be addressed should include conformance with current development trends, number of zoning requests granted that did not conform with the Plan, and recommendations of the Plan that are being implemented or have been implemented.

Cooperation with other agencies and cities:

The City should maintain an open channel between adjacent communities and area agencies advising them of the City's plans and shall be cognizant of theirs.

The City should continue to refine and update applications, checklists, and procedures to insure development controls are

Enforcement of Ordinances and Regulations:

The city should enforce current ordinances and regulations and adopt new ordinances and regulations that better assist in controlling signage, refuse, nuisance, animal control, clean up and removal of junk, and elimination of dilapidated and unsafe buildings and other code enforcement issues.

City Initiated Zoning:

The City may initiate re-zoning on areas that do not conform to the general guidelines for development or proposed land

Consideration of Thoroughfares:

The Thoroughfare Plan should be considered when making land use decisions that may affect the traffic.

Public Involvement:

The Comprehensive Land Use Plan is a tool to be used by the City. However, the application of that tool may be better facilitated if the development community realizes that it is a document that must be respected. The City should adopt a policy that, upon inquiries by the development community relative to development regulations, the Comprehensive Land Use Plan is included in any listing of necessary documents for compliance with development regulations of the City.

Develop and Adopt a "Planning Program":

There are elements of the land use plan that should be implemented in order to realize the plan. Establishment of a sound planning program is the most effective method to implement a comprehensive plan. Furthermore, an effective planning program helps to assure development of the community in a coordinated manner.

Checklists, Forms, and Applications

It is recommended that the basic tools that assist the administration in determining compliance with adopted City plans and policies be revised to include verbiage requiring compliance with the Comprehensive Plan.

Ordinances

Ordinances are recognized as municipal law and are binding

Zoning Ordinances:

The basic purpose of the Zoning Ordinance is to carry out the land use policies and recommendations as contained in the Comprehensive Land Use Plan. The Zoning Ordinance classifies and regulates the use of land, buildings, and structures within the corporate limits of the City. Ordinances are divided into two elements: the zoning text and the zoning map. The Plan provides decision makers with guidance as to the appropriate zoning districts for property located within the City. Zoning requests should be in compliance with the Plan. The Comprehensive Land Plan will also provide the City with authority regarding re-zoning issues.

Subdivision Regulations:

Subdivision regulations are intended to guide the development of future platting of land within the corporate limits of the City. Subdivisions may be required to comply with the general layout of streets, placement of corridors and arterials, and the general urban form principle as provided in the Comprehensive Land Use Plan. Noncompliance with the Comprehensive Land use Plan may constitute a position contrary to the public health, welfare, and general safety of the residents of the community.

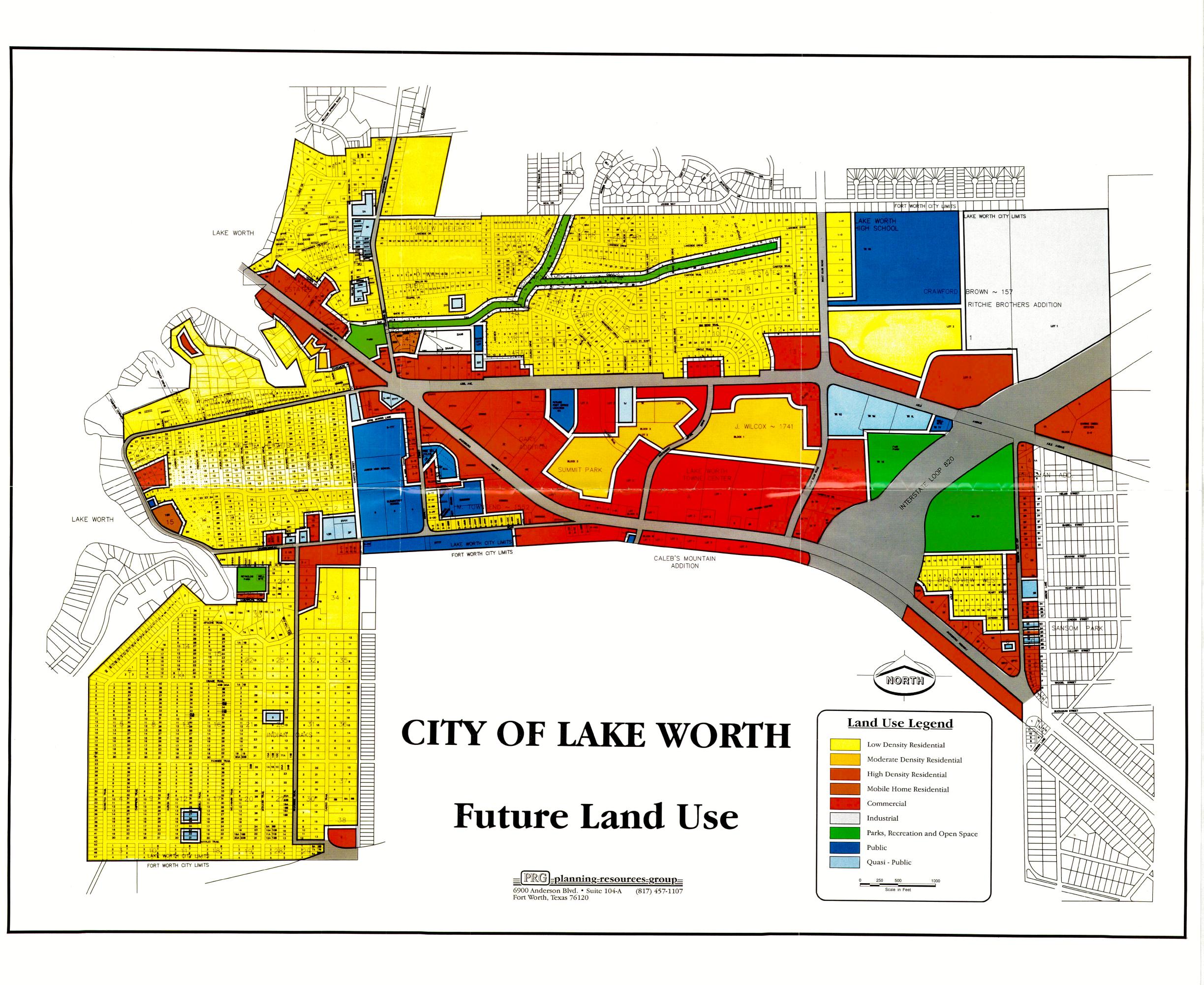
Planning Program

One of the most familiar programs that cities use to implement plans is the Capital Improvements Program. The Capital Improvements Program consists of a listing of planned physical improvements that are to be undertaken during a specific period of time, usually five (5) years. Similar to the Capital Improvements Program, there are elements of the land use plan that should be implemented in order to realize the plan. These elements may be divided into definable tasks. They will often require an expenditure of funds and staff time.

It is recommended that a Planning Program be developed at the completion of this Comprehensive Land Use Planning ef-



5



CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

			1011	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING		
Name of business entity filing form, and the city, state and country of the business entity's place of business. Dunaway Associates, LP Fort Worth, TX United States		Certificate Number: 2017-232483 Date Filed:		
 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Lake Worth 		07/05/2017 Date Acknowledged:		
Provide the identification number used by the governmental ent description of the services, goods, or other property to be provi 2017-07-11 F3 City of Lake Worth Future Land Use Plan	ity or state agency to track or identify ded under the contract.	the contract, and provid	e a	
4 Name of Interested Party	City, State, Country (place of busine	ess) (check appli	Nature of interest (check applicable) Controlling Intermediary	
Galbreath, Tom	Fort Worth, TX United States	X	itermediary	
Wilde, Chris	Fort Worth, TX United States	Х		
Williamson, Jason	Fort Worth, TX United States	Х		
Eubanks, Ross	Austin, TX United States	X		
5 Check only if there is NO Interested Party.				
Norma Idalia Zamarripa Notary Public State of Texas My Comm. Exp. 10-03-2018 Notary ID 12586294-9	r affirm, under penalty of perjury, that the		nd correct.	
AFFIX NOTARY STAMP / SEAL ABOVE	II i		0	
Sworn to and subscribed before me, by the said, to certify which, witness my hand and seal of office.	A Me Ath, this the	day of fu	ly,	
Signature of officer administering oath Printed name of	Tawarring Add	ministrative Assitte of officer administering	sistant oath	

Lake Worth Regular City Council Meeting – July 11, 2017

Agenda Item No. F.4

From: Steve Carpenter, Interim Chief of Police

Item: Discuss and consider Ordinance No. 1089, repealing Chapter 2, Animal Control,

and replacing in its entirety with Chapter 2, Animal Care and Control.

Summary:

Staff recommends repealing and replacing Chapter 2, Animal Care and Control, of the Code of Ordinances for the City of Lake Worth. This chapter deals with the regulations of animals, including dangerous dogs, and establishes local fees.

The current animal care and control ordinance is outdated and doesn't comply with the Texas Health and Safety Code (Section 823.005, Advisory Committee). The current ordinance also dictates that the City Manager hold a hearing to determine whether or not a dog is dangerous and to rule on the disposition of said dog. Furthermore, the current fee schedule was set in the 1980's and has not been re-evaluated since adoption. Staff has surveyed the fees of neighboring cities and is proposing a few adjustments to bring fees in line with current practices and costs associated with the care of the animals.

General Description:

The Chapter 2 replacement will encompass the following major changes from the existing ordinance:

- 1. Create an animal shelter advisory committee pursuant to the Texas Health and Safety Code, § 823.005.
 - The purpose of the committee shall be to assist the animal shelter located within the city limits regarding compliance with Chapter 823 of the Health and Safety Code. Additionally, upon request of the city council, the committee may: (i) provide recommendations to the city regarding its compliance with the Texas Rabies Control Act and (ii) recommend ways to improve the efficiency and cost effectiveness of the city's animal control program.
- 2. Municipal Judge to rule on determination and delivery or seizure of dangerous animals.
 - If the animal control authority determines that an animal is a dangerous animal, the animal control officer shall give the owner written notification of this determination. Once the investigation has determined that the animal is dangerous, a court hearing should be held in the municipal courts and a ruling administered by the municipal judge.

3. Update schedule of animal shelter fees as follows:

Dogs, Cats and Other Small Animals	Fee's	Each Additional Day
City Registration & Tags – 1 year tag	\$3.00	
City Registration & Tags – 3 year tag	\$6.00	
Dangerous Animal Registration & tag (annual)	\$100.00	
Owner Animal Surrender	\$25.00	
Multi Pet -	\$25.00	
1 ST IMPOUND	\$35.00	\$0.00
2 ND IMPOUND	\$50.00	\$0.00
3 RD OR MORE IMPOUNDS	\$100.00	\$0.00
Animal Quarantine – Resident	\$150.00	
Animal Quarantine – Non-Resident	\$200.00	
Micro Chip - Resident	\$10.00	
Micro Chip – Non-Resident	\$20.00	

Ficcal	Imnact:	
ııscai	Impact:	

N/A

Attachments:

1. Chapter 2-Animal Care and Control Ordinance.

Recommended Motion or Action:

Move to approve Ordinance No. 1089, repealing Chapter 2, Animal Control, and replacing in its entirety with Chapter 2, Animal Care and Control.

ORDINANCE NO. 1089

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF LAKE WORTH, AS PREVIOUSLY AMENDED, BY REPEALING IN ITS ENTIRETY CHAPTER 2, "ANIMAL CONTROL" AND REPLACING IT WITH CHAPTER 2, "ANIMAL CARE AND CONTROL"; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake Worth, Texas is a home rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code, and the Home Rule Charter of the City of Lake Worth, Texas; and

WHEREAS, the City Council of the City of Lake Worth, Texas has the authority to regulate and provide standards for the ownership, control, and care of animals in the city, and has determined that the following Ordinance is necessary to protect the health, safety, and welfare of the public; and

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

SECTION 1. FINDINGS INCORPORATED

The findings set forth above are found to be true and correct and are hereby Incorporated into the body of this Ordinance for all purposes as if fully set forth herein.

SECTION 2. AMENDMENT TO CHAPTER 2 OF THE CODE OF ORDINANCES

The Code of Ordinances of the City of Lake Worth is hereby amended by repealing in its entirety Chapter 2, "Animal Control" and replacing it with Chapter 2, "Animal Care and Control," which shall hereafter read as follows:

"CHAPTER 2 - ANIMAL CARE AND CONTROL

ARTICLE 2.100 - DEFENITIONS.

[The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Adult dog/cat shall mean any dog or cat four months of age or older.

Animal shall mean any living creature, including but not limited to, dogs, cats, pigs, horses, birds, fish, mammals, reptiles, insects, fowl and livestock, but specifically excluding humans.

Animal control authority shall mean the animal services division of the city or its designee as determined by the City Council of the City of Lake Worth, which is authorized to represent and act for Lake Worth to receive reports of animal nuisances, animals at large, animal bites, and other animal matters, and to investigate bite reports, ensure quarantine of possibly rabid animals, carry out provisions of Texas law pertaining to control and eradication of rabies and otherwise enforce the provisions of this chapter.

Animal shelter shall mean any facility designated and/or operated by the City of Lake Worth for the purpose of impounding and caring for animals held under authority of this chapter.

At large shall mean any animal of any family or breed, other than a cat, which is:

- (1) On premises of owner and not confined to premises of owner by a building, wall, or substantial fence of sufficient strength, height and construction to prevent the animal from escaping therefrom, or secured on the premises, as described in section 2-9(d) of this chapter, by a chain or leash sufficient in strength to prevent the animal from escaping the premises and so arranged that the animal will remain on the premises when the leash or chain is stretched to full length.
- (2) Off premises of owner and is not either:
 - a. Confined within the animal owner or handler's vehicle in such a manner as to preclude the animal from making any unsolicited contact with any person or their property, provided such confinement is in accordance with section 2-9(j) of this chapter, or
 - b. Otherwise restrained by means of a leash or chain, as described in section 2-9(d) of this chapter, or by other physical apparatus of sufficient strength and length to preclude the animal from making any unsolicited contact with any person or their property.

At large cat shall mean any cat which is off the premises of its owner and not secured within a vehicle and/or restrained by means of a crate, carrier, leash, or other physical apparatus to preclude the animal from making any unsolicited contact with any person, their clothing, their property, and/or their premises. Any cat intruding upon the property of any person other than the cat's owner shall be deemed at large.

Bodily injury shall mean physical pain, illness, or any impairment of physical condition.

Cat shall mean a domesticated member of the Family Felidae (felis catus).

City shall mean the City of Lake Worth Municipal Government.

City limits shall mean the corporate city limits of Lake Worth, Texas.

Collar shall mean any collar constructed of nylon, leather, or similar material, specifically designed to be used for the type of animal wearing or being restrained by it.

Cruel treatment shall mean any treatment to any animal in violation of the Texas Penal Code.

Currently vaccinated shall mean vaccinated for rabies and satisfying the following criteria:

The owner of each dog or cat shall have such animal vaccinated against rabies before four months of age and shall obtain a booster for the dog or cat within 12 month of the initial vaccination. After the dog or cat has received its booster, the dog or cat shall be revaccinated:

- (1) No longer than 12 months thereafter for one-year-dose vaccinations; or,
- (2) No longer than every 36 months thereafter for three-year-dose vaccinations. Dangerous animal shall mean an animal that:
- (1) Makes an unprovoked attack on a person or other domestic animal that causes serious bodily injury or death; or
- (2) Is not in a secure enclosure or safely restrained as described in section 2-9(d) of this chapter, and acts, unprovoked, in such a way as to cause a person to reasonably believe that the animal will attack and cause bodily injury, serious bodily injury, or death to that person or another domestic animal.

Dangerous wild animal shall mean an animal of a species, other than a common domestic species, that poses a potential physical or disease threat to the public regardless of state and duration of captivity, including but not limited to the following:

- (1) Class Reptilia: Family Helodermatidae (venomous lizards); Family Viperidae (rattlesnakes, copperheads, cotton mouths, other pit vipers and true vipers); Family Elapidae (coral snakes, cobras, mambas and other Elapid); the following listed species of Family Colubridae Dispholidus typos (Bloom slang), Hydrodynastes gigas (water cobra), Boiga (mangrove snake) and Thelotornis (African twig snake) only; Order Phidia, Family Doidae (racers, boas, water snakes and pythons) and Order Crocodilia (crocodiles, alligators, caimans and gavials);
- (2) Class Aves: Order Falconiforms (such as hawks, eagles and vultures); Subdivision Ratitae (such as rheas, and cassowaines); and Order Sting forms (such as owls);

- (3) Class Mammalia: Order Carnivora, Family Felidae (such as lions, cheetahs, bobcats, lynxes, servals, caracals, ocelots, margays, tigers, jaguars, binturongs, leopards and cougars), except commonly accepted domesticated cats; Family Canidae (such as wolves, dingoes, hyenas, coyotes, jackals or hybrids thereof), except domesticated dogs; Family Mustelidae (such as weasels, skunks, martins, mink and badgers), except ferrets; Family Procyonidae (raccoon); Family Ursidae (such as bears); Order Marsupialia (such as kangaroos and common opossums); Order Edentata (such as sloths, anteaters and armadillos); Order Proboscidae (elephants); Order Primata (such as monkeys, chimpanzees, orangutans, and gorillas); and Order Ungulata (such as antelope, deer, bison and camels, except where harbored on property which is zoned for agricultural use and is at least five acres); and
- (4) Other dangerous animals not listed: The animal control authority may declare any species of animal not listed in this definition as prohibited if the confinement of the animal within Lake Worth can be shown to constitute a threat to public health and/or safety.

Dog shall mean any domesticated member of the family Canidae, but shall not include a wolf, jackal, coyote, fox or other dangerous wild animal of this family or hybrid thereof.

Fowl shall mean chickens, turkeys, pheasant, quail, geese, ducks, ostriches, emus, pigeons, or similar feathered animals regardless of age, sex or breed.

Fowl shelter shall mean a farm building or structure specifically designed and constructed to constrain fowl within its confines that provides adequate space for movement and exercise; adequate ventilation, and shelter from sun, wind, cold, and moisture; provides sufficient shade to protect the animal from the direct rays of the sun at all times; and which is cleaned and sanitized. Fowl shelter may include, but is not limited to, a pen, coop or hutch.

Hybrid shall mean the product of mating two different species of animal regardless of the number of generations born since that original mating.

Kennel shall mean any premises where any person engages in the business of boarding, breeding, buying, letting for hire, or selling dogs, cats, or other animals and that is located within the corporate limits of the City of Lake Worth on property zoned to allow such use as outlined in the city's zoning regulations.

Livestock shall mean horses, mules, donkeys, cattle, goats, sheep, emus, and ostriches, and any member of the order Ungulata (such as antelope, deer, bison and camels) regardless of age, sex, size or breed.

Microchip shall mean an identification chip implanted under the skin of an animal for the purpose of identifying its owner.

Nuisance animal shall mean any animal which negatively impacts the health, safety, property, or environment of another animal or person, including, but not limited to, any animal which:

- (1) Molests passersby or passing vehicles;
- (2) Attacks other domestic animals;
- (3) Trespasses on school grounds;
- (4) Is repeatedly at large;
- (5) Climbs upon a motor vehicle belonging to another;
- (6) Damages private or public property not belonging to the animal's owner;
- (7) Barks, whines, or howls in an excessive, continuous, or untimely fashion;
- (8) Tears, punctures, or otherwise opens refuse containers, causing their contents to be emptied or exposed to the elements;
- (9) Causes fouling of the air by odor, thereby creating an unreasonable annoyance or discomfort to a person of ordinary sensibilities in close proximity to the premises where the animal is kept or harbored, or
- (10) Defecates on any property except that belonging to the animal's owner
- (11)Interferes with refuse collection or other service personnel.

Owner shall mean any person, firm or corporation that has a right of property in an animal or that has care, control, custody or possession of an animal or that provides a premise to which the animal returns for food, shelter or care for a period of three consecutive days.

Performing animal exhibition shall mean any spectacle, display, or act or event other than circuses in which animals perform tricks, feats, or other exhibitions of training.

Person shall mean any individual, firm, association, syndicate, partnership, corporation, or other entity.

Pet shop shall mean an establishment offering small animals such as dogs, cats, birds, fish, ferrets, and similar animals which are not dangerous wild animals or livestock, for sale, and that is located within the corporate limits of the City of Lake Worth on property zoned to allow such use as outlined in the city's zoning regulations.

Properly fitted shall mean, with respect to a collar, a collar that measures the circumference of the animal's neck plus at least one inch.

Registration shall mean the requirement for all dogs and cats and any animal declared to be dangerous to be registered annually with the City of Lake Worth, for all relevant fees to be paid, and for all animals to be wearing appropriate city-issued registration tag(s).

Restraint shall mean a chain, rope, tether, leash, cable, or other device that attaches an animal to a stationary object or trolley system.

Secure enclosure shall mean a fenced area that is locked; capable of preventing the entry of the general public, including children; capable of preventing the escape or release of an animal; and, if applicable, clearly marked as containing a dangerous dog.

Serious bodily injury shall mean an injury characterized by bite wounds or ripping and tearing of muscle and/or bodily tissues that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

Service personnel shall mean any person providing legitimate, authorized service to a property including, but not limited to, public safety personnel; utility technicians; letter carriers, couriers, or delivery personnel; plumbers, electricians, lawn maintenance workers, pest control professionals, or contractors; and others in comparable service professions.

Spay or *neuter* shall mean a medical procedure removing the reproductive organs or otherwise rendering a dog or cat unable to reproduce.

Sterilization shall mean the surgical removal of the reproductive organs of a dog or cat or the use of nonsurgical methods or technologies approved by the United States Food and Drug Administration or the United States Department of Agricultural to permanently render the animal unable to reproduce.

Swine shall mean pigs, hogs, potbellied pigs, or any member of the family Suidae.

Unprovoked shall mean the animal was not hit, kicked, struck, pulled, pinched, squeezed, etc. by a person or an object, and the animal was not provoked or taunted in a manner that an ordinary person would find unreasonable or objectionable.

Vaccinated shall mean properly injected with a rabies vaccine licensed for use in that species by the United States Department of Agriculture and administered by a veterinarian licensed to practice in the State of Texas.

ARTICLE, 2,200 - RABIES CONTROL.

- (a) Vaccinations. An owner of a dog, cat, or other animal for which a rabies vaccination is commonly given shall keep the animal currently vaccinated against rabies. Any person moving into Lake Worth from a location outside of Lake Worth shall comply with this section within ten days after moving into Lake Worth, except when the animal has inflicted a bite on a human within the previous ten days. In such case, the owner of the animal shall report the bite to the veterinarian and the Lake Worth Animal Control Authority within 24 hours of the animal's arrival in the Lake Worth city limits. No rabies vaccine shall be administered until after the ten-day observation period.
- (b) Certificate of vaccination. Upon vaccination, the veterinarian shall execute and furnish to the owner of the animal as evidence thereof a vaccination certificate on a form furnished by the veterinarian. The veterinarian shall retain a duplicate copy. The certificate shall contain the following information:
 - (1) The name, address and telephone number of the owner of the vaccinated animal:
 - (2) The date of vaccination;
 - (3) The year and number of the rabies tag; and
 - (4) The breed, age, color and sex of the vaccinated animal.
- (c) Rabies tags.
 - (1) Concurrent with the issuance and delivery of the certificate of vaccination referred to in subsection (b) above, the owner of the animal shall:
 - a. Outfit the animal with a collar or harness, and
 - b. Affix a metal tag, serially numbered to correspond with the vaccination certificate number, bearing the year of issuance and the name and address of the issuing veterinarian to the collar or harness, and
 - c. Require the animal to wear the collar or harness with the attached metal tag at all times.
 - (2) Duplicate tags. In the event of loss or destruction of the original tag provided in subsection (c), the owner of the animal shall obtain a duplicate tag from the veterinarian who administered the vaccination. Vaccination certificates and tags shall be valid only for the animal for which they were originally issued.

(d) Animals exposed to rabies. Any person having knowledge of the existence of any animal known to have been, or suspected of being, exposed to rabies shall report such knowledge to the animal control authority within 24 hours, giving any information which may be required. Any animal that has been, or is suspected of having been, exposed to rabies shall be quarantined in accordance with Texas Health and Safety Code, Chapter 826.

ARTICLE. 2.300. - ANIMAL BITES TO HUMANS.

- (a) Reporting animal bites.
 - (1) A person having knowledge of an animal bite to a human, except bites by rodents, rabbits, fowl, or reptiles, shall report the incident to the animal control authority as soon as possible, but no later than 24 hours after the time of the incident. The animal control authority will investigate each bite incident.
 - (2) Any person moving into Lake Worth from a location outside the city limits and owning an animal which has inflicted a bite on any person in the last ten days, shall report such fact to the veterinarian and the Lake Worth Animal Control Authority within 24 hours of the animal's arrival in the Lake Worth city limits.
- (b) Owner responsibility. If the biting animal is owned, the owner shall place that animal in quarantine, as prescribed in section 2-4 below, under the supervision of the animal control authority or a licensed veterinarian.

ARTICLE. 2.400. - PROCEDURES FOR ANIMAL QUARANTINE.

- (a) Disposition of biting animals. The owner of an animal subject to quarantine pursuant to this chapter is required to quarantine the animal for a period of not less than ten days confinement from the date of the bite, at the owner's expense. The quarantine may be accomplished by:
 - (1) Quarantine in the animal shelter, supervised by the local animal control authority;
 - (2) Quarantine at a veterinary clinic, supervised by a licensed veterinarian; or
 - (3) Home quarantine. The owner of the animal may request permission from the animal control authority for home quarantine, which may be granted if the animal control authority determines that:
 - Secure facilities are available at the home of the animal's owner and the animal control authority has approved them;
 - b. The animal is currently vaccinated against rabies as required by state law;
 - c. The nature of the bite is not severe:

- d. A quarantine fee as specified in the fee schedule is paid to the city;
- e. The animal has not been running at large at the time the bite occurred;
- f. The animal has not been quarantined for a previous bite incident; and
- g. The bite victim agrees to the home quarantine.
- (b) Observation of the animal. The animal control authority or a licensed veterinarian must observe the animal at least on the first and last days of the quarantine period. If the animal becomes ill during the observation period, the person having possession of the animal shall notify the animal control authority as soon as the animal presents with symptoms of any illness.
- (c) Destruction of animal. If the biting animal cannot be maintained in secure quarantine, it shall be humanely destroyed and the brain submitted to a Texas Department of State Health Services certified laboratory for rabies diagnosis. The owner of the animal may be requested to reimburse the expense of shipping the brain of the animal.
- (d) Interruption. A person commits an offense if the person interrupts the observation period by removing an animal from the quarantine facility approved by the animal control authority. Any interruption of the quarantine by any person shall be just cause for seizure and impoundment of the quarantined animal by the animal control authority.
- (e) Release.
 - (1) An animal that has been quarantined may be released by the local rabies control authority under the following conditions:
 - a. At the end of the observation period, if the owner can provide proof that the animal is currently vaccinated,
 - b. When all applicable fees have been paid; and
 - c. If the animal is not being impounded for legal proceedings.
 - (2) If, by the end of the observation period, the owner cannot provide proof that the animal is currently vaccinated, the animal control authority will conditionally release the animal with a voucher for rabies vaccination paid for by the animal's owner. The owner commits an offense if (s)he does not provide proof of vaccination to the animal control authority within one business day of the animal's release from quarantine.

- (f) Dangerous wild animals. No dangerous wild animal will be placed in quarantine. Any dangerous wild animal involved in a biting incident will be humanely euthanized and the brain shall be submitted to a Texas Department of State Health Services certified laboratory for rabies diagnosis.
- (g) Disposition of unclaimed, quarantined animal. If the owner of a quarantined animal does not take possession of the animal, it may be disposed of in accordance with section 2-11, and Texas Code § 826.043(d).

ARTICLE. 2.500. - ANIMALS IN CITY ATHLETIC FIELDS.

- (a) Dogs are prohibited from entering through the entryway gates and into the spectator and playing field areas at Lake Worth Park Fields. Dogs are permitted in the parking lot, pedestrian trail and other undeveloped areas of the park.
- (b) This section does not apply to a service animal if the service animal is under the control of its disabled owner and the animal does not pose a direct threat to the health or safety of others.

ARTICLE 2.600. - MAXIMUM NUMBER OF DOGS AND CATS.

- (a) [Number of dogs and cats.] Except as provided by this section, no residence within the city shall harbor more than four adult dogs, four adult cats, or four adult dogs and cats in any combination. No residence within the city shall harbor more than one litter of puppies or one litter of kittens at any given time.
- (b) *Multi-pet permit.* Any person desiring to keep more than four adult dogs and/or cats or more than one litter of puppies or kittens at a residence may apply with the animal control authority for a multi-pet permit. The applicant shall pay an application fee at the time of filing.
 - (1) The animal control authority is authorized to issue such a permit if the following conditions are met:
 - a. An applicant provides the animal control authority with information concerning the maximum number of animals to be kept at any one time at such premises and a record search indicates that no enforcement action for violations of this chapter dealing with nuisances has been necessary within the preceding 12 months, and
 - b. The animal control authority inspects the property; inspection to include interviews with occupants of all immediately adjacent properties, and deems it appropriate for housing multiple pets based on criteria including, but not limited to:

- 1. Facilities shall be of sufficient size as to allow each animal to move about freely. Size of the facility shall be in proportion to the size of the individual animal's height and weight.
- Adequate food and water must be provided so that each and all animals kept shall be maintained in good health and free of malnutrition and/or dehydration.
- 3. The said premises shall be kept in a sanitary condition and reasonably free of animal waste, parasites, insects, and flies that could be harmful to the animal's health and/or to the health of the general public.
- 4. The animals and the facility must be kept free of odor or stench which is offensive to a person of ordinary sensibilities.
- 5. The animals must be maintained in a manner which does not pose a danger to the health of the animals themselves or adjacent animals.
- 6. The animals must not cause noise which is offensive or disturbing to a person of ordinary sensibilities on adjoining or adjacent premises.
- 7. All animals must be vaccinated and must wear current tags at all times in accordance with this chapter.
- (2) Fees for the issuance of a multi-pet permit shall be set by city council.
- (3) Such permit may be revoked by the animal control authority for cause, including but not limited to, violations of the provisions of this chapter or the inability of the permit holder to keep the animals in a healthy or sanitary environment.
- (4) Multi-pet permits must be renewed annually and each renewal will require inspection and approval by the animal control authority or its designee.
- (5) Any person either denied a multi-pet permit, or who has had their permit revoked, may file an appeal with the city manager. Such appeal must be made in writing within ten days of receiving written notice from the animal control authority of the permit denial or revocation. If no appeal request is filed within the ten-day period, the denial or revocation of the permit becomes final. Upon receiving an appeal, the city manager or his/her designee shall hold a hearing at a time and place of his/her designation. Based upon the recorded evidence of such hearing, the city manager or his/her designee shall make a final finding.
- (6) Changes in residence or ownership. Multi-pet permits are issued for specific owners of a specific property. Application for a new multi-pet permit will be required if:

- a. The original permit holder moves to a new residence within the city limits and wishes to keep more than four adult dogs/cats or more than one litter of puppies/kittens on the new property, or if
- b. Ownership of the property for which a permit was originally issued changes and the new owners desire to keep more than four adult dogs/cats or more than one litter of puppies/kittens.

ARTICLE. 2.700. - KENNEL/PET SHOP REQUIREMENTS.

- (a) Kennels and pet shops shall be located and operated in accordance with the city's zoning regulations.
- (b) Kennel permits. Kennels may only be operated within the city limits of Lake Worth if permitted by the city. The animal control authority is allowed to issue such a permit if:
 - (1) The property and facility are inspected by the animal control authority or its designee and are determined to meet the requirements of this chapter as regards the care and treatment of animals, nuisance, and the prevention of zoonotic disease.
 - (2) The owner/operator of the kennel has paid the kennel permit fees established by city council.
 - (3) Kennel permits must be renewed annually and each renewal will require inspection and approval by the animal control authority or its designee.
- (c) A kennel permit may be revoked by the animal control authority for cause, including but not limited to, violations of the provisions of this chapter or the inability of the permit holder to keep the animals in a healthy or sanitary environment.
- (d) Kennels and pet shops must be operated and all animals must be cared for in accordance with the Texas Health and Safety Code and this chapter.

ARTICLE 2.800. - PROHIBITED ANIMALS.

- (a) Dangerous wild animals. A person commits an offense if the person keeps a dangerous wild animal. It is an affirmative defense to prosecution for this violation that the dangerous wild animal is kept as part of a circus, performing animal exhibition, zoological park, or to individuals keeping wild animals as properly permitted wildlife rehabilitators, as required by state and federal regulations.
- (b) Swine. A person commits an offense if the person keeps swine on any property within Lake Worth's corporate limits.

- (c) Livestock and fowl. Livestock and fowl, that are kept, owned or harbored within a land use zoning classification allowing same shall constitute a nuisance if any such animal is kept, fenced, stabled, or pastured within 100 feet of an occupied building. The term "occupied building" as used herein shall mean a building occupied by any person, other than buildings and structures owned or controlled by the owner of the animals involved. This subsection does not apply to "occupied buildings" constructed after the keeping of any livestock and/or fowl is in place, or if the land upon which the animals are maintained is zoned "A-Agriculture."
 - (1) Any animal of the order Ungulata (such as antelope, deer, bison and camels) may not be kept on parcels of land of less than five acres and which are not zoned for agricultural use.
 - (2) The keeping of livestock and fowl within the zoning classification "SF-Single Family" is prohibited, except horses and mules.
 - (3) Tracts or parcels of land of less than ten acres that are zoned as "SF-Single Family" may maintain horses and/or mules at a rate of two head for the first full acre under fence and an additional one head per fenced acre thereafter. Pasture fencing must be a minimum of five feet in height at its lowest point and cannot extend into the front yard between the main building structure and the street.
 - (4) Horses and/or mules kept on land zoned as "SF-Single Family" shall be provided with a minimum of a three-sided roofed shelter, approved by the city, with a minimum of 300 square feet per animal.
 - (5) Pigeons kept for purposes of competition and registered with a recognized association of pigeon fanciers shall be an exception to this section, provided that:
 - a. A person may not keep more than 50 pigeons at one location.
 - b. The enclosure for such birds is maintained in a sanitary and odor-free condition, and is located no less than 50 feet from an adjacent residential or commercial structure, excluding the residence or business of the owner.
- (d) Exceptions for keeping of certain fowl. For the purposes of this subsection, fowl shall be limited to female chickens, hens. A person commits an offense if the person knowingly:
 - (1) Keeps or maintains more than four fowl;
 - (2) Keeps or maintains fowl in an adequate fowl shelter, including the fenced run, at a distance closer than 25 feet of an "occupied building" as defined in subsection 2.800 (c);

- (3) Fails to provide an adequate fowl shelter as defined in section 2.100;
- (4) Keeps or maintains fowl in the front yard area;
- (5) Fails to provide fowl with fresh, clean water and food;
- (6) Fails to store fowl feed in secure containers protected from rodents, insects and other animals;
- (7) Keeps or maintains roosters;
- (8) Slaughters fowl;
- (9) Fails to keep or maintain fowl within a fowl shelter, pen, coop or hutch as defined in section 2.100. A fenced yard shall not qualify as a pen, coop or hutch;
- (10)Keeps or maintains fowl in a manner that creates offensive odors, fly breeding, or any other nuisance or condition that is injurious to the public safety, or welfare;
- (11)Sells eggs for profit. Any eggs produced by fowl permitted under this section shall be for personal use only;
- (12) Fails to allow an animal control officer to inspect the fowl shelter, pen, coop, or hutch and related premises.
- (e) Variance request for keeping certain fowl.
 - (1) Any person who cannot fully meet all requirements set forth in subsection 2.800(d) for the keeping of certain fowl may file a request for a variance.
 - (2) A request for a variance shall be made in writing and shall clearly state the nature and reason for the requested variance.
 - (3) The applicant must file his or her request with the city manager or his or her designee.
 - (4) The city council shall hold a public hearing within 30 days after the request is filed.
 - (5) The city council may approve or deny the requested variance as it deems appropriate. The city council may place conditions on approval of any variance granted under this section.
 - (6) The decision made by the city council shall be final.

ARTICLE 2.900. - CARE AND HUMANE TREATMENT OF ANIMALS.

- (a) Owner's duty to provide food, shelter, and care. The owner or person who has custody or control of any animal shall:
 - (1) Keep the animal in clean, sanitary, and healthy condition; and
 - (2) Provide the animal sufficient nutritious and wholesome food, served to the animal in clean containers, to maintain the animal's good health; and
 - (3) Provide the animal constant and adequate supply of fresh, clean, potable water served from a clean container that keeps the animal hydrated for environmental conditions; and
 - (4) Provide the animal care and veterinarian medical treatment for injuries, parasites, and disease that is sufficient to maintain the animal in good health and minimize and prevent suffering; and
 - (5) Maintain the animal's shelter (pens, kennels, coops, fenced areas and enclosures of any kind) in sanitary condition, including, but not limited to, disposing all animal waste promptly, and all pens and enclosures shall be cleaned as needed to prevent odors and not attract insects or other vermin or create a nuisance; and
 - (6) Provide the animal with adequate shelter that:
 - a. Is large enough for the animal to enter, stand, turn around, and lie down in a natural manner; and
 - b. Keeps the animal dry; and
 - c. Provides the animal natural or artificial shade from direct sunlight, and
 - d. Protects the animal from excessive heat and cold and other adverse weather conditions; and
 - e. Is adequately ventilated.
- (b) Abuse of animals prohibited. No person shall beat, cruelly ill-treat, torment, mentally abuse, overload, overwork, or otherwise abuse an animal, or cause, instigate or permit any dog fight, cock fight, or other combat between animals or between animals and humans.

- (c) Abandoning an animal. It shall be unlawful for an owner or other person having custody or control of any animal to abandon such animal, including the abandonment of any animal at the animal control facility.
- (d) Cropping, docking, or castrating. It shall be unlawful for a person other than a licensed veterinarian to crop a dog's ears, dock an animal's tail; or castrate an animal; provided, however, that this subsection shall not apply to normal livestock operations occurring within the city.
- (e) Striking animal with vehicle. The operator of any motor vehicle which strikes or injures a domesticated animal shall stop and immediately render aid and report such incident to the animal control authority or the police.
- (f) Tying dogs and other animals. A person commits an offense if the person ties or tethers a dog or other animal in an unenclosed front or back yard, or by a fixed point, chain, or tether so as to create, as determined by the animal control authority, an unhealthy situation for the animal or a potentially dangerous situation for a person or another animal. A person restraining a dog with a chain or tether shall attach the chain or tether to a properly fitted collar, not wrap a chain or tether directly around the animal's neck.
 - (1) An owner may not leave an animal outside and unattended by use of a restraint that unreasonably limits the animal's movement:
 - a. Between the hours of 10:00 p.m. and 6:00 a.m.;
 - b. Within 500 feet of the premises of a school; or
 - c. In the case of extreme weather conditions, including conditions in which:
 - 1. The actual or effective outdoor temperature is below 32 degrees Fahrenheit;
 - 2. A heat advisory has been issued by a local or state authority or jurisdiction; or
 - 3. A hurricane, tropical storm, or tornado warning has been issued for the jurisdiction by the National Weather Service.
 - (2) A restraint unreasonably limits an animal's movement if the restraint:
 - a. Uses a collar that is pinch-type, prong-type, or choke-type or that is not properly fitted to the animal;
 - b. Is a length shorter than the greater of:

- 1. Five times the length of the animal, as measured from tip of the animal's nose to the base of its tail: or
- Ten feet.
- c. Is in an unsafe condition; or
- d. Causes injury to the animal.
- (3) Exceptions. Subsections (2)b.1. and (2)b.2. above do not apply to:
 - a. An animal restrained to a running line, pulley, or trolley system and that is not restrained to the running line, pulley, or trolley system by means of a pinch-type, prong-type, choke-type, or improperly fitted collar;
 - An animal restrained in compliance with the requirements of a camping or recreational area as defined by a federal, state, or local authority or jurisdiction;
 - c. An animal restrained for a reasonable period, not to exceed three hours in a 24-hour period, and no longer than is necessary for the owner to complete a temporary task that requires the animal to be restrained;
 - d. An animal restrained while the owner is engaged in, or actively training for, an activity that is conducted pursuant to a valid license issued by the state if the activity for which the license is issued is associated with the use or presence of the animal;
 - e. An animal restrained while the owner is engaged in conduct directly related to the business of shepherding or herding cattle or livestock; or
 - f. An animal restrained while the owner is engaged in conduct directly relating to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the animal.
- (4) A restrained animal must have access to water and shelter from the elements, have a restraint that does not become entangled, and stay within the owner's property.
- (5) Penalty.
 - a. A peace officer or animal control officer who has probable cause to believe that an owner is violating this section shall provide the owner with a written statement of that fact. The statement must be signed by the officer and plainly state the date on which and the time at which the statement is provided to the owner.

- b. A person commits an offense if the person is provided a statement as described in subsection (5)a. and fails to comply with this section within 24 hours of the time the owner is provided the statement. An offense under this section is a class C misdemeanor.
- c. A person commits an offense if the person violates this section and has previously been convicted of an offense under this section. An offense under this subsection is a class B misdemeanor as provided in V.T.C.A., Health and Safety Code § 821.079.
- d. If a person fails to comply with this subsection with respect to more than one animal, the person's conduct with respect to each animal constitutes a separate offense.
- e. If conduct constituting a
- n offense under this section also constitutes an offense under any other law, the actor may be prosecuted under this section, the other law, or both.
- (6) Hand-held leashes. This section does not prohibit a person from walking an animal with a hand-held leash.
- (g) Fences/enclosures. A person commits an offense if the person keeps a dog or other animal within a fence/enclosure which is in such a state of disrepair that the animal may escape or be injured or may pose a threat to passersby.
- (h) Young rabbits and fowl. A person commits an offense if the person sells, offers for sale, barters or gives away as toys, premiums or novelties, baby chickens, ducklings or other fowl under three weeks old and rabbits under two months old, unless the manner or method of display is first approved by the animal control authority.
- (i) Dyed animals. A person commits an offense if the person colors, dyes, stains or otherwise changes the natural color of any chickens, ducklings, other fowl or rabbits, or possesses, for the purpose of sale or to be given away, any of the abovementioned animals which have been so colored.
- (j) Animals not to be used as prizes or inducements. A person commits an offense if the person gives away or auctions any animal as a prize for, or as an inducement to enter any contest, game or competition, or as an inducement to enter a place of amusement, or offer such animal as an incentive to enter into any business establishment whereby the offer was for the purpose of attracting trade.

- (k) Hunting and trapping. No person may hunt, trap, wound, kill, maim, torture or otherwise threaten the health and safety of any indigenous wild animal in the city limits of Lake Worth, excluding the trapping of nuisance wildlife under the authorization and supervision of the animal control authority; also excluding any person who holds a seasonal hunting license for a species for which there exists a hunting season, and that person's hunting activities occur on property which is properly zoned, and property owner's permission has been granted for such activity; or a person holds proper permits issued by the animal control authority or Texas Parks and Wildlife.
- (I) Animals in parked vehicles. A person commits an offense if the person leaves any animal in any standing or parked vehicle in such a way as to endanger the animal's health, safety or welfare. The animal control authority or peace officer is authorized to use reasonable force to remove an animal from a vehicle whenever it appears the animal's health, safety or welfare is or soon will be endangered, and said animal shall be impounded.
- (m) Seizure. The animal control authority shall liberally utilize the authority granted by V.T.C.A., Health and Safety Code § 821.022 to seize and impound any animal, if the animal control authority has reason to believe that an animal has been or is being cruelly treated, pending a hearing before the municipal court on the issues of cruelty and disposition of the animal. Seizure of the subject animal prior to receiving a warrant is hereby authorized if such delay endangers the life of or would unreasonably prolong the suffering of the subject animal.
- (n) Displaying for commercial purposes.
 - (1) A person commits an offense if the person displays any live animal for a commercial purpose on any roadside, public right-of-way, or commercial parking lot. Commercial purpose shall include, but not be limited to, intent to sell, trade, barter, lease, rent, or give away, any live animal.
 - (2) A person commits an offense if the person receives any live animal through sale, trade, barter, lease, rent, or give away conducted on any roadside, public right-of-way, or commercial parking lot.
- (o) Class A misdemeanors. A person commits a class A misdemeanor offense if that person violates V.T.C.A., Penal Code §§ 42.09, 42.091, or 42.092, as currently written or as may be amended.
- (p) Class C misdemeanors. The animal control authority shall determine whether to file a violation of this section as a class C misdemeanor or class A misdemeanor depending on the degree of abuse or neglect.

(q) Other law. The actions prohibited by this section are in addition to any prohibitions existing elsewhere in this Code or any applicable state or federal law. Nothing in this section shall be construed to limit any duty imposed on an owner by any other provisions of this Code or any applicable state or federal law.

ARTICLE, 2.1000. - ANIMALS AT LARGE.

- (a) Generally. An owner of any animal commits an offense if the animal is at large. For purposes of this section, an offense occurs without regard to any culpable mental state of the owner and there shall be an irrebuttable presumption that any animal which is at large shall have become so by the permission of its owner or harborer.
- (b) Confinement during estrus. Any unspayed female dog or cat in the state of estrus (heat) shall be confined during such period of time in a house, building, or secure enclosure, and such enclosure shall be so constructed that no other dog or cat from outside such enclosure may gain access to the confined animal, other than as intended for planned breeding. Owners not complying may be ordered by the animal control authority to remove the animal in heat to a boarding kennel, veterinary hospital, or animal shelter for the duration of estrus. All expenses incurred as a result of such confinement shall be the responsibility of the owner. Failure to comply with the removal order of the animal control authority shall be a violation of this chapter and the dog or cat may be impounded.
- (c) *Impoundment*. The animal control authority is authorized to impound any animal at large.

ARTICLE. 2.1100. - IMPOUNDMENT.

- (a) Generally. Any animal violating any provisions of this chapter may be impounded by the animal control authority.
- (b) Complainant. If any animal named in this chapter is found at large upon the premises belonging to any person other than the animal's owner, the owner or occupant of the premises may confine such animal in a humane manner until he can notify the animal control authority to impound such animal. When so notified, it shall be the duty of the animal control authority to have such animal impounded, as soon as possible, as herein provided.
- (c) Impoundment period. An impounded animal, including those released from quarantine, shall be kept for three days excluding the date of impoundment, except that any animal wearing a current tag or microchip shall be kept for five days excluding the date of impoundment. In calculating the length of time, the first day after impoundment shall be day one. If the owner of such impounded animal does not timely claim it, disposition will be in accordance with this subsection (e) below.

(d) Redemption.

- (1) All impounded animals, including those released from quarantine, other than dangerous wild animals, shall be available for immediate redemption by the owner once the owner has presented the city with his/her photo identification and has paid all applicable fees or has complied with all of the animal control authority's directives and is eligible for waiver of certain fees.
- (2) All animals reclaimed, except dangerous wild animals, shall be, at the owner's expense, microchipped and registered with the microchip company before leaving the animal shelter.
- (3) An impounded dangerous wild animal shall be available for immediate redemption by the owner or a person designated by the owner, if such owner or person holds a certificate of registration issued by an animal registration agency, as provided in § 822.103 of the Texas Health and Safety Code, after the owner pays all applicable fees and signs an agreement with the city to immediately transport the dangerous wild animal outside the city limits, not to keep the dangerous wild animal at any time within the city limits, and authorizing the city to humanely destroy the dangerous wild animal if it comes inside the city limits again.

(4) Adoption of animals.

- a. The animal control authority or the contracted veterinarian shall be the sole judge as to whether a cat or dog is healthy enough for adoption, and its health and age adequate for vaccination. However, such decision by the animal control authority shall not constitute a warranty of the health or age of the animal.
- b. All dogs and cats which are adopted through the city animal shelter shall be sterilized/altered to prevent reproduction in that animal provided the animal is eight weeks or older or two pounds or more in body weight.
- c. All dogs and cats which are adopted through the city animal shelter and are over four months of age shall be vaccinated for rabies.
- d. If an animal is already altered, the animal can be released from the shelter the same day of the adoption.
- e. Adopted animals must be surgically altered by the date indicated in the adoption contract, at the expense of the adopter.

- f. The animal control authority reserves the right to refuse to adopt any animal if it is believed that the adoption may create a risk to the animal's health and safety.
- g. Failing to comply with the terms of the adoption contract will constitute violation of this section.
- (e) Disposition of unclaimed animals.
 - (1) Any animal that is not timely claimed by its owner may be adopted, transferred to a nonprofit humane organization, humanely euthanized, or sold, as determined by the animal control authority.
 - (2) All dogs and cats adopted from the Lake Worth Animal Shelter shall be microchipped and/or registered with the microchip company at the adoptive owner's expense.
- (f) Disposal of dangerous wild animals. Any dangerous wild animal may be immediately, humanely disposed of as deemed appropriate by the animal control authority if the dangerous wild animal cannot be safely impounded.
- (g) Baby animals. Any nursing baby animal impounded without the mother or where the mother cannot or refuses to provide adequate nutrition and the baby animal is suffering may be immediately euthanized or given to a nonprofit humane organization for the purpose of veterinary care, as determined by the animal control authority.
- (h) Owner relinquishing responsibility. An owner who no longer wishes responsibility for an animal may sign a written waiver supplied by the animal control authority allowing the animal to be immediately euthanized in a humane manner, adopted, sold, or care and custody may be transferred to a nonprofit animal welfare organization approved by the animal control authority.
- (i) Injured animals. Any impounded animal that appears to be suffering from injury or illness may be immediately euthanized in a humane manner or care and custody may be transferred to a nonprofit animal welfare organization, approved by the animal control authority, for the purpose of veterinary medical care, as determined by the animal control authority.
- (j) Animals of prisoners.
 - (1) Any person who is taken into the custody of the Lake Worth Police Department or other law enforcement personnel and having in his/her possession an animal shall be notified that the animal will be transferred to the animal control authority shelter.

- (2) During confinement of said person, the animal will be taken care of by the animal control authority. The animal must be redeemed from impoundment within five business days from the time of the incarceration of the owner, at no charge to the owner. If the animal has not been redeemed within the five-day period, then the animal becomes the property of the City of Lake Worth and may euthanized in a humane manner, adopted, sold, or transferred to a nonprofit animal welfare organization approved by the animal control authority.
- (3) No person shall be able to redeem an animal taken possession of pursuant to this section, except the owner or owner's duly authorized designee.
- (4) An animal may be kept at the animal control authority shelter for a period of time exceeding five business days if, in the discretion of the animal control authority, there is a possibility of reuniting the animal with its owner within a reasonable amount of time.

ARTICLE. 2.1200. - NUISANCE.

- (a) Offensive odors. A person commits an offense if the person keeps any animal in such a manner as to endanger the public health, or to annoy a person of ordinary sensibilities by the accumulation of animal wastes which cause foul or offensive odors or are considered to be a hazard to any other animal or human.
- (b) Animals defecating. An owner of an animal commits an offense if the person permits, either willfully or through failure to exercise proper care and control, any animal to defecate upon the sidewalk or parkway or any public street, or upon the floor of any common hall in any entrance way, stairway or wall of any public place or building or any private property except the owner's. It shall be an affirmative defense to prosecution under this section if the owner immediately removes any excreta deposited by the owner's animal or the animals are performing in a parade or circus.
- (c) Noise. A person commits an offense by keeping any animal or bird which, by causing frequent or long, continued noise, shall disturb the comfort of a person of ordinary sensibilities in the immediate vicinity.
- (d) Bees. The keeping of bees in such manner as to deny the lawful use of adjacent property or endanger personal health and welfare is prohibited.
- (e) Nuisance complaints.
 - (1) *Generally.* The presence of nuisance animals should be reported to the animal control authority.

- (2) *Humane traps.* If a person shall report a nuisance animal, the animal control authority may provide the person a trap to set for the animal. The animal control authority may, upon capture, impound the animal.
- (3) Nuisance barking or other animal noise. Animal noise nuisances should be reported to the animal control authority or police department.
- (4) In order for someone other than the animal control authority or a peace officer to file a formal complaint regarding an animal-related noise nuisance, that person must:
 - a. In the presence of either an animal control officer or a clerk of the Lake Worth Municipal Court, complete and sign an official, notarized complaint form, alleging that the animal's owner has committed the crime of violating the city's nuisance code.
 - b. If called, appear in municipal court as a witness on the date specified by the court.

ARTICLE. 2.1300. - DANGEROUS ANIMALS.

- (a) *Nuisance declared.* It is hereby declared to be a public nuisance for an owner to keep a dangerous animal within the city limits unless the owner complies with the requirements of this section and with Chapter 822, Title 10, Health and Safety of Animals, of the Texas Health and Safety Code, as amended.
- (b) Dangerous animal investigation. The animal control authority shall investigate all reports of an attack or unprovoked act by an animal.
- (c) Reporting of incident.
 - (1) A person shall report to the animal control authority within 24 hours any incident in which an animal:
 - a. Makes an unprovoked attack on a person or another domestic animal that causes bodily injury, serious bodily injury, or death; or
 - b. Is not in a secure enclosure or safely restrained as described in section 2-9(b) of this chapter, and acts, unprovoked, in such a way as to cause a person to reasonably believe that the animal will attack and cause bodily injury, serious bodily injury, or death to that person or another domestic animal.
 - (2) The animal control authority shall require sworn statements from all victims and witnesses of the unprovoked attack or act.

- (3) No animal shall be considered dangerous because it causes bodily injury to another animal if both animals are running at large when the injury occurs or if the injured animal is running at large when the injury occurs.
- (d) Determination and delivery or seizure of dangerous animal.
 - (1) If the animal control authority determines that the animal is a dangerous animal, the animal control officer shall give the owner written notification of this determination.
 - (2) The animal control authority shall require the owner to deliver the dangerous animal to the animal control authority not later than five days after the date on which the owner receives the notice that the animal is a dangerous animal. If the owner fails to deliver the animal, the municipal court judge shall order the animal control authority to seize the animal, and the municipal court shall issue a warrant authorizing the seizure.
- (e) Appeal of animal control authority's determination.
 - (1) The owner may appeal the animal control authority's determination that the animal is a dangerous animal by making a written appeal to the Lake Worth Municipal Court of Record not later than ten days after the owner receives notice from the animal control authority of the determination that the animal is a dangerous animal.
 - (2) The municipal court of record, upon receiving a written appeal as provided in subsection (e)(1) above, shall set a time for a hearing. The hearing must be not later than 15 days after the owner receives notice from the animal control authority of the determination that the animal is a dangerous animal.
 - (3) The municipal court of record shall give written notice of the time and place of the hearing to:
 - a. Name, address and telephone number of complainant and other witnesses
 - b. Date, time and location of any incident involving the animal.
 - c. Description of the animal.
 - d. Name, address and telephone number of the animal's owner, if known
 - f. A statement regarding the animal which is believed to be a vicious and dangerous animal, stating the facts upon which such complaint is based.
 - g. A statement that the animal has exhibited vicious propensities in past conduct, if known.

- h. Other facts or circumstances of the incident.
- (4) Any interested party, including the city attorney, is entitled to present evidence at the hearing.
- (5) The municipal court of record shall issue its written decision within ten days after the hearing.
- (6) The court shall determine the estimated costs to house and care for the impounded animal during the appeal process and shall set the amount of bond for an appeal adequate to cover those costs.
- (7) An owner or person filing the action may appeal the decision of the municipal court in the manner described by V.T.C.A., Health and Safety Code § 822.0424.
- (f) Impoundment of animal pending final determination.
 - (1) Any animal that the animal control authority determines is a dangerous animal shall be impounded in secure and humane conditions by the animal control authority pending final notice, as defined in subsection (g)(2) below, regarding whether the animal is a dangerous animal.
 - (2) Regardless of whether the animal is ultimately determined to be a dangerous animal, the owner shall pay all costs incurred in seizing and impounding the animal. The owner of a dangerous animal shall pay all costs incurred, if any, in euthanizing the dangerous animal.
- (g) Requirements for owner of a dangerous animal.
 - (1) Not later than ten days after the owner receives final notice that the animal is a dangerous animal, the owner shall:
 - a. Obtain a registration certificate and identification tag, numbered and clearly marked with the text "dangerous animal", from the dangerous animal from the animal control authority; said dangerous animal to wear such identification tag at all times;
 - b. At the owner's expense, have the animal microchipped and registered with the microchip company, either through the animal control authority or a licensed veterinarian:
 - c. Restrain the dangerous animal at all times on a leash in the immediate control of a person over the age of 18 or in a secure enclosure that has secure sides and a secure top attached to the sides. Additionally:

- If the pen or structure has no bottom secured to the sides, the ground beneath of the gate shall be secured by embedded posts and the sides must be embedded into the ground no less than one foot, unless such pen has a concrete bottom.
- 2. If the pen or structure has a concrete bottom, the sides need only be embedded two inches deep into the concrete.
- 3. All such pens or structures must be adequately lighted and kept in a clean or sanitary condition.
- 4. Any sanitary enclosure or pen shall be at least two square feet per pound, per animal so confined.
- 5. The structure must be species-appropriate.
- d. At all times when the dangerous animal is taken off the property of the owner for any reason, secure the dangerous animal with a muzzle in a manner that will not cause injury to the animal nor interfere with its vision or respiration but that will prevent it from biting any person or animal;
- e. Obtain liability insurance coverage or show financial responsibility in an amount of at least \$100,000.00 to cover damages resulting from an attack by the dangerous animal causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to the animal control authority; and
- f. Spay or neuter the dangerous animal within 30 days of final determination and provide proof of the alteration to the animal control authority within one business day after the surgery is performed, or
- g. sell, convey or relocate the animal to a person who can comply with the requirements of this section.
- (2) For purposes of subsection (d)(1), a person receives final notice that the animal is a dangerous animal upon the latest of:
 - a. Witnessing or otherwise knowing of an attack described in subsection 2.1300 (c) (1) a. or b.;
 - Receiving notice that the animal control authority has determined that the animal is a dangerous animal;
 - c. Receiving a written decision from the municipal court of record that the animal is a dangerous animal; or

- d. Receiving a final order from an appellate court that the animal is a dangerous animal.
- (3) If the owner of a dangerous animal does not comply with subsection (g)(1), the animal control authority shall humanely destroy the dangerous animal, except that, notwithstanding any other law or local regulation, the court may not order the destruction of an animal during the pendency of an appeal.
- (h) Registration of a dangerous animal. The animal control authority shall annually register a dangerous animal if the owner presents proof of:
 - (1) Liability insurance or financial responsibility as required in subsection (g);
 - (2) Current rabies vaccination of the dangerous animal;
 - (3) The security of the enclosure in which the dangerous animal will be kept; and
 - (4) Payment of an annual registration fee, as established by city council, to the city animal control authority.
- (i) Notifications. The owner of a dangerous animal shall notify the animal control authority within 24 hours if the dangerous animal is at large, unconfined, has attacked a human being or another animal, has died, or has been sold or given away. If ownership of the dangerous animal changes, the former owner shall provide the animal control authority with the name, address, and telephone number of the new owner. If the new owner's address is within the city limits or if the dangerous animal is kept within the city limits, the animal control authority shall notify the new owner by certified mail, return receipt requested, or in person that the animal has been determined to be a dangerous animal and provide the new owner a copy of the requirements contained in this section. It shall be unlawful for new owners to fail to comply with any requirements of this section. The same reporting and registration requirements are imposed on any and all subsequent owners of the dangerous animal.
- (i) Violations and defenses.
 - (1) A person who owns a dangerous animal commits an offense if:
 - a. The person fails to comply with any provision of this section;
 - b. The dangerous animal makes an unprovoked attack on another person or domestic animal outside the animal's enclosure and causes bodily injury to the other person or domestic animal.

- (2) An offense under this section is a class C misdemeanor, unless it is an attack by a dangerous dog, under subsection (j)(1) b. above, that causes serious bodily injury or death to a person, in which event such attack by a dangerous dog is a felony as provided by § 822.005 of the Health and Safety Code.
- (3) If conduct constituting an offense under this section also constitutes an offense under any other law, the actor may be prosecuted under this section, the other law, or both.
- (4) It is a defense to prosecution under this section that:
 - a. The person is a veterinarian, a veterinary clinic employee, a peace officer, or a person employed by the state, city, or a recognized animal shelter for the purpose of handling stray animals; or a person employed by the state or a political subdivision of the state to deal with stray animals and has temporary ownership, custody, or control of the animal; and is acting within the course and scope of the person's official duties;
 - b. The person is an employee of the institutional division of the state department of criminal justice or a law enforcement agency; trains or uses animals for law enforcement or corrections purposes; and is acting within the course and scope of the person's official duties;
 - The person is a dog trainer or an employee of a guard dog company under chapter 1702, Occupations Code, and has temporary ownership, custody, or control of the dog in connection with that position;
 - d. The animal at issue is a trained working dog, recognized by the Texas Board of Private Investigators or an official law enforcement agency, in the performance of official duties while confined or under the control of its handler.
 - e. The person is disabled and uses the dog to provide assistance, the dog is trained to provide assistance to a person with a disability, and the person is using the dog to provide assistance in connection with the person's disability; or
 - f. The person attacked by a dog was, at the time of the attack, engaged in conduct prohibited by chapters 19, 20, 21, 22, 28, 29, and 30 of the Texas Penal Code.
- (5) It is an affirmative defense to prosecution under this section that, at the time of the conduct charged:

- a. The person and the animal are participating in an organized search and rescue effort at the request of law enforcement;
- The person and the animal are participating in an organized dog show or event sponsored by a nationally recognized or state-recognized kennel club;
- c. The person and the animal are engaged in a lawful hunting activity, or a farming or ranching activity, including herding livestock, typically performed by a working animal on a farm or ranch;
- d. The person's animal was on a leash and the person was in immediate control of the animal, or the person was not in control of the animal, but was making immediate and reasonable attempts to regain control of the animal.

ARTICLE. 2.1400. - FEES.

- (a) Generally. The city council shall establish fees for all animal-related services provided by Lake Worth's animal control authority, including those for adoption, immunization, and multi-pet permits.
- (b) Impoundment and boarding. The owner must pay all fees for impoundment, quarantine, and boarding, as well as veterinary bills and other fees that are due to the designated animal shelter.

Schedule of Animal Shelter Fees

Dogs, Cats and Other Small Animals	Fee's	Each Additional Day
City Registration &Tags – 1 year tag	\$3.00	
City Registration & Tags – 3 year tag	\$6.00	
Dangerous Animal Registration &		
tag (annual)	\$100.00	
Owner Animal Surrender	\$25.00	
Multi Pet -	\$25.00	
1 ST IMPOUND	\$35.00	\$0.00
2 ND IMPOUND	\$50.00	\$0.00
3 RD OR MORE IMPOUNDS	\$100.00	\$0.00
Animal Quarantine – Resident	\$150.00	

Animal Quarantine – Non-Resident	\$200.00	
Micro Chip - Resident	\$10.00	
Micro Chip – Non-Resident	\$20.00	

ARTICLE. 2.1500 - INTERFERENCE WITH CITY AGENTS.

- (a) A person commits an offence if the person interferes with or hinders any agent of the city in the performance of any duty pursuant to this chapter, or seeks to release any animal in the custody of the city or its agents, except as provided in this chapter.
- (b) A person commits an offense if the person fails to comply with any lawful order of the animal control authority in the performance of any duty pursuant to this chapter.
- (c) A person commits a class B misdemeanor offense under Texas Penal Code § 38.15 if the person with criminal negligence interrupts, disrupts, impedes, or otherwise interferes with an officer with responsibility for animal control while the officer is performing a duty or exercising authority imposed or granted under Chapter 821 or 822 of the Texas Health and Safety Code.

ARTICLE, 2,1600. - ANIMAL SHELTER ADVISORY COMMITTEE.

- (a) *Creation.* There is hereby created, pursuant to the Texas Health and Safety Code, § 823.005, an animal shelter advisory committee.
- (b) *Purpose.* The purpose of the committee shall be to assist animal shelters located within the city limits regarding compliance with Chapter 823 of the Health and Safety Code. Additionally, upon request of the city council, the committee may:
 - (i) provide recommendations to the city regarding its compliance with the Texas Rabies Control Act; and
 - (ii) recommend ways to improve the efficiency and cost effectiveness of the city's animal control program.
- (c) *Terms.* The committee shall consist of seven members appointed by a majority vote of the city council. Committee members shall serve two-year terms except as provided below. Appointments shall be as follows:
 - (1) Places 1, 3, 5, and 7. Terms expire on October first, each odd-numbered year.
 - (2) Places 2, 4, and 6. Terms expire on October first, each even-numbered year.

- (d) Members. The composition of the committee shall include at least one licensed veterinarian, at least one municipal official, at least one person whose duties include the daily operation of an animal shelter, and at least one representative from an animal welfare organization. The same person shall not be appointed to fulfill more than one of these requirements. It shall not be required for the representative of the animal welfare organization to reside within the city limits of Lake Worth or for the agency (s) he represents to be chartered in the City of Lake Worth. It shall not be required for the licensed veterinarian to reside within the city limits of Lake Worth if his/her primary veterinary practice is located with the city limits of Lake Worth.
- (e) Vacancies. Members of the committee shall be subject to removal at any time by the city council. Any vacancy in the membership of the committee shall be filled by the city council for the unexpired term of the member whose place has, by removal or otherwise, become vacant. Vacancies shall be filled within 60 days after the city council removes the member or within 60 days after the city council receives notice of the member's resignation.
- (f) Meetings. The committee shall meet a minimum of three times per calendar year, as outlined in Texas Health and Safety Code, § 823.005.
- (g) Quorum. A quorum of the committee shall consist of a majority of the members, excluding any vacancies. The presence of a quorum of the committee shall be required prior to a meeting being called to order.
- (h) *Voting.* Approval of all items before the committee shall require a majority vote of those in attendance.
- (i) Rules. The committee may adopt rules, subject to city council approval, for conduct of its meetings."

SECTION 3. PENALTY CLAUSE

Any person violating the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction be subject to a fine in accordance with the general provisions of the Code of Ordinances.

SECTION 4. SEVERABILITY CLAUSE.

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

SECTION 5. REPEALER CLAUSE

Any provision of any prior ordinance of the City, whether codified or uncodified, which is in conflict with any provision of this Ordinance, is hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City, whether codified or uncodified, which are not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED on the 11th 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	

Lake Worth City Council Meeting – July 11, 2017

Agenda Item No. F.5

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

Item: Discuss and consider approval of Ordinance No. 1090 authorizing the issuance and sale

of City of Lake Worth, Texas, General Obligation Refunding Bonds, Series 2017 and

levying a tax in payment thereof.

Summary:

The 2008 Certificates of Obligation ("CO's") are now eligible to be called and refunded, a process through which the City would issue new debt to pay off the old debt, realize a reduced interest rate due to current economic conditions, and thus reduce the overall expense of repayment of the debt. The original amount of debt issued with the 2008 CO's was \$10,300,000. Of that amount, \$8,680,000 remains unpaid and is eligible to be called and refunded. The current average interest rate on the 2008 CO's is 5.294%. The true interest cost for the refunding debt is estimated to be 2.81% for an approximate savings of \$3,100,000 over the remaining life of the debt. In addition the debt will be paid off five (5) years earlier than originally scheduled. Nick Bulaich, of FirstSouthwest, will be at the Council meeting to address any questions Council may have regarding the refunding and to provide final pricing results and savings analysis.

Fiscal Impact:

\$3,100,000 savings over the remaining life of the debt

Attachments:

- 1. Ordinance No. 1090
- 2. 1295 Form BOK Financial Securities, Inc.
- 3. 1295 Form Naman, Howell, Smith and Lee, PLLC

Recommended Motion or Action:

Approval of Ordinance No.1090, authorizing the issuance and sale of City of Lake Worth, Texas, General Obligation Refunding Bonds, Series 2017 and levying a tax in payment thereof.

CERTIFICATE FOR ORDINANCE

STATE OF TEXAS COUNTY OF TARRANT

We, the undersigned officers of the City Council of the City of Lake Worth, Texas (the "City"), hereby certify as follows:

1. The City Council of the City convened in REGULAR MEETING ON THE 11TH DAY OF JULY, 2017, at the Lake Worth City Council Chambers (the "Meeting"), and the roll was called of the duly constituted officers and members of the City Council, to-wit:

Walter Bowen Mayor Geoffrey White Mayor Pro-Tem Jim Smith Councilmember Gene Ferguson Councilmember Ronny Parsley Councilmember Pat O. Hill Councilmember Gary Stuard Councilmember Clint (Dewayne) Narmore Councilmember

and all of the persons were present, except the following absentees: ______, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: A written

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF LAKE WORTH, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017; LEVYING A TAX IN PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT, A PAYING AGENT/REGISTRAR AGREEMENT, AND AN ESCROW AGREEMENT; CALLING CERTAIN OBLIGATIONS FOR REDEMPTION OR PREPAYMENT; APPROVING THE PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE PREPARATION AND DISTRIBUTION OF THE OFFICIAL STATEMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Ordinance be passed; and, after due discussion, said motion carrying with it the passage of the Ordinance, prevailed and carried by the following vote:

AYES:		
NOES:		
ABSTENTIONS:		

2. A true, full and correct copy of the Ordinance passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Ordinance has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Ordinance

would be introduced and considered for passage at the Meeting, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, *Texas Government Code*.

3. The Mayor of the City has approved and hereby approves the Ordinance; that the Mayor and the City Secretary of the City have duly signed the Ordinance; and that the Mayor and the City Secretary of the City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Ordinance for all purposes.

SIGNED AND SEALED as of the 11th day of July, 2017.

Monica Solko, City Secretary	Walter Bowen, Mayor
City of Lake Worth, Texas	City of Lake Worth, Texas
(SEAL)	

ORDINANCE NO. 1090

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF LAKE WORTH, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017; LEVYING A TAX IN PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT, A PAYING AGENT/REGISTRAR AGREEMENT, AND AN ESCROW AGREEMENT; CALLING CERTAIN OBLIGATIONS FOR REDEMPTION OR PREPAYMENT; APPROVING THE PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE PREPARATION AND DISTRIBUTION OF THE OFFICIAL STATEMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the City of Lake Worth, Texas (the "City") has heretofore incurred, issued, sold, and/or delivered, and there are currently outstanding, obligations totaling in outstanding principal amount of \$8,680,000 more particularly described as follows:

City of Lake Worth, Texas Combination Tax and Revenue Certificates of Obligation, Series 2008

	Original		Principal	Principal	
Original	<u>Maturity</u>	Interest	Amount	Amount	Redemption
Dated Date	(10/1)	<u>Rate</u>	Outstanding	<u>Refunded</u>	<u>Date</u>
9/15/2008	10/1/2019	4.250%	\$200,000	\$200,000	10/1/2018
	10/1/2020	4.375%	\$200,000	\$200,000	10/1/2018
	10/1/2021	4.500%	\$200,000	\$200,000	10/1/2018
	10/1/2022	4.625%	\$200,000	\$200,000	10/1/2018
	10/1/2023	4.750%	\$200,000	\$200,000	10/1/2018
	10/1/2024	4.750%	\$200,000	\$200,000	10/1/2018
	10/1/2025	5.000%	\$580,000	\$580,000	10/1/2018
	10/1/2027 ⁽¹⁾	5.000%	\$1,230,000	\$1,230,000	10/1/2018
	10/1/2031 ⁽¹⁾	5.750%	\$2,945,000	\$2,945,000	10/1/2018
	10/1/2034 ⁽¹⁾	5.125%	\$2,725,000	\$2,725,000	10/1/2018
			\$8,680,000	\$8,680,000	-

⁽¹⁾ Represents a Term Certificate

(the "Refunded Obligations"); and

WHEREAS, pursuant to the provisions of V.T.C.A., *Government Code*, Chapter 1207, as amended, the City is authorized to issue refunding bonds and deposit the proceeds of sale directly with the place of payment for the Refunded Obligations, or with a commercial bank or trust company which is not a city depository, and such deposit, when made in accordance with said statute and the Ordinance authorizing the issuance of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for their discharge and final payment; and

WHEREAS,	the City hereby finds and determines that refundi	ng bonds should be issued	l at
this time to refund th	ne Refunded Obligations, in order to provide a ne	et present value debt serv	ice
savings of \$	and a gross debt service savings of \$	to the City;	

NOW, THEREFORE:

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

SECTION 1: <u>Authorization - Designation - Principal Amount - Purpose</u>. Refunding bonds of the City shall be and are hereby authorized to be issued in an aggregate maximum principal amount of \$______, to be designated and bear the title "CITY OF LAKE WORTH, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017" (hereinafter referred to as the "Bonds"), for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the City referred to above and to pay costs of issuance, in accordance with authority conferred by and in conformity with the Constitution and laws of the State of Texas, including V.T.C.A., *Government Code*, Chapter 1207.

SECTION 2: Fully Registered Obligations - Bond Date - Authorized Denominations - Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations only, shall be dated August 1, 2017 (the "Issue Date"), shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, and shall become due and payable (as the "Stated Maturities") and bear interest at the rate(s) per annum set forth below:

Maturity	Principal	Interest
(August 15)	Amount	<u>Rate</u>
2018	\$255,000	
2019	\$465,000	
2020	\$560,000	
2021	\$580,000	
2022	\$700,000	
2023	\$725,000	
2024	\$745,000	
2025	\$770,000	
2026	\$1,095,000	
2027	\$1,135,000	
2028	\$1,170,000	
2029	\$510,000	

The Bonds shall bear interest on their unpaid principal amounts from their date of delivery at the rate(s) per annum shown above (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on those dates set forth in the Pricing Certificate, to maturity or prior redemption.

SECTION 3: <u>Terms of Payment - Paying Agent/Registrar</u>. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holder" or "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of U.S. Bank National Association, Dallas, Texas, to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Bond Registrar, Paying Agency and Transfer Agency Agreement" (the "Paying Agent/Registrar Agreement"), applicable to the Bonds and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are hereby authorized to execute and deliver such Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged. The City retains the right to change the Paying Agent/Registrar. Any successor Paying Agent/Registrar shall be a

commercial bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar for the Bonds. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of the Bonds shall be payable at the Stated Maturities, or earlier redemption date, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices in Dallas, Texas (the "Designated Payment/Transfer Office"), provided, that so long as Cede & Co. (or other DTC nominee) is the registered owner of the Bonds, all payments will be made as described in Section 19 hereof. Interest on the Bonds shall be paid to the Holders whose name appears in the Security Register at the close of business on the Record Date (being the close of business on the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption. The City reserves the right, at its option, to redeem Bonds having stated maturities on and after August 15, 2027, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 2026, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption, in whole or from time to time in part in principal amounts of \$5,000 or any integral multiple thereof, at the par value thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the City may select the series and maturities of Bonds to be redeemed. If less than all the Bonds of any maturity are to be redeemed, the Paying Agent/Registrar (or DTC while the Bonds are in Book Entry Only form) shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed. If a Bond (or any portion of the principal sum thereof) shall have been called for redemption and notice of such redemption shall have been given, such Bond (or the principal amount thereof to be redeemed) shall become due and payable on such redemption date and interest thereon shall cease to accrue from and after the redemption date, provided funds for the payment of the redemption price and accrued interest thereon are held by the Paying Agent/Registrar on the redemption date. Notice of redemption shall be given in the manner provided in the form of Bonds set forth herein.

With respect to any optional redemption of the Bonds, unless the prerequisites to such redemption required by the Ordinance have been met and monies sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the City, be conditional upon the satisfaction of such

prerequisites and receipt of such monies by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not fulfilled, such notice will be of no force and effect, the City will not redeem such Bonds, and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Certain Bonds may be subject to mandatory sinking fund redemption prior to maturity in part at random, by lot or other customary random selection method selected by the Paying Agent/Registrar, at par plus accrued interest to the redemption date, and without premium, with funds on deposit in the Interest and Sinking Fund, as set forth in the Pricing Certificate.

The principal amount of the Bonds required to be redeemed pursuant to the operation of such mandatory sinking fund redemption shall be reduced, at the option of the City, by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been purchased by the City and delivered to the Paying Agent/Registrar for cancellation or (ii) redeemed pursuant to the optional redemption provision described above and not theretofore credited against a mandatory sinking fund requirement.

SECTION 5: Registration - Transfer - Exchange of Bonds-Predecessor Bonds. In the event the Book-Entry-Only System should be discontinued with respect to the Bonds, printed Bonds will be issued to the registered owners of the Bonds and thereafter such printed Bonds may be transferred and exchanged on the registration books of the Paying Agent/Registrar only upon presentation and surrender to the Paving Agent/Registrar and such transfer or exchange shall be without expense or service charge to the registered owner, except for any tax or other governmental charges required to be paid with respect to such registration, exchange and transfer. Bonds may be assigned by the execution of an assignment form on the respective Bonds or by other instrument of transfer and assignment acceptable to the Paving Agent/Registrar. New Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bonds being transferred or exchanged, at the designated office of the Paying Agent/Registrar, or sent by United States mail, first class, postage prepaid, to the new registered owner or his designee. To the extent possible, new Bonds issued in an exchange or transfer of Bonds will be delivered to the registered owner or assignee of the registered owner in not more than three business days after the receipt of the Bonds to be canceled, and the written instrument of transfer or request for exchange duly executed by the registered owner or his duly authorized agent, in form satisfactory to the Paying Agent/Registrar, New Bonds registered and delivered in an exchange or transfer shall be in any integral multiple of\$5,000 for any one maturity and for a like aggregate principal amount as the Bonds surrendered for exchange or transfer. Neither the City nor the Paying Agent/Registrar will be required to make any transfer, conversion, or exchange of an Bond (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

New Bonds issued in an exchange or transfer of Bonds will be delivered to the registered Holder or assignee of the registered Holder promptly after the receipt of the Bonds to be canceled, and the written instrument of transfer or request for exchange duly executed by the registered

Holder or his duly authorized agent, in form satisfactory to the Paying Agent/Registrar. New Bonds registered and delivered in an exchange or transfer shall be in any integral multiple of \$5,000 for any one series and maturity and for a like aggregate principal amount as the Bonds surrendered for exchange or transfer. Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bonds called for redemption, in whole or in part, within 45 days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered Holder of the uncalled balance of a Bond.

SECTION 6: <u>Book-Entry Only Transfers and Transactions</u>. Notwithstanding the provisions contained in Sections 3 and 5 hereof relating to the payment, and transfer/exchange of the Bonds, and as further provided in Section 19 hereof, the City hereby approves and authorizes the use of the "Book-Entry Only" securities clearance, settlement and transfer system provided by The Depository Trust Company (DTC), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in a Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, at the option of the Holders the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event the Book-Entry-Only System should be discontinued, the Bonds will be printed and delivered to the registered Holders thereof and thereafter the Bonds may be transferred and exchanged on the registration books of the Paying Agent/Registrar only upon presentation and surrender to the Paying Agent/Registrar and such transfer or exchange shall be without expense or service charge to the registered Holder, except for any tax or other governmental charges required to be paid with respect to such registration, exchange and transfer, all as provided in Section 5 hereof.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Issue Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in the V.T.C.A., *Government Code*, Chapter 1201. The Paying Agent, acting as registrar of the Bonds, shall register the Bonds on its records on behalf of the City.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9C, manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9D, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered and delivered.

SECTION 8: <u>Permanent and Initial Bond(s)</u>. The permanent Bonds herein authorized shall be issued as fully registered bonds in principal installments to become due and payable as provided in Section 2 hereof, being one bond for each Stated Maturity in the applicable principal amount and denomination and to be numbered consecutively from R-1 and upward and shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial T-1 Bond set forth in Exhibit A

hereto shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the T-1 Bond, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the T-1 Bond delivered hereunder and exchange therefor the permanent Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms. A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of the Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and/or the Pricing Certificate, and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bonds as evidenced by their execution. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond(s) shall be printed, lithographed, or engraved or typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

The form of Initial Bond No. T-1, to be submitted to the Attorney General of Texas and registered with the Comptroller of Public Accounts of the State of Texas, is attached hereto as Exhibit A.

B. Form of Definitive Bond.

Principal Amount:

The definitive Bonds shall be substantially in the following form, with such appropriate insertions, omissions, substitutions and variations as are permitted or required by this Ordinance and the Pricing Certificate.

REGISTERED			\$
NO.	LINITED STATE	ES OF AMERICA	
	STATE C	OF TEXAS	
	GENERAL OBLIGATION	WORTH, TEXAS, ON REFUNDING BOND, SS 2017	
Issue Date:	Interest Rate: %	Stated Maturity:	CUSIP NO:
Registered Owner:			

The City of Lake Worth, Texas (hereinafter referred to as the "City"), a municipal corporation of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to

DOLLARS

pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated, and to pay interest on the unpaid principal amount hereof from the date of delivery hereof at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months. Principal of this Bond is payable at its Stated Maturity to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Accrued interest on the unpaid principal amount hereof is payable on August 15 and February 15 in each year, commencing February 15, 2018, until maturity or earlier redemption, to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the close of business on the last business day of the month next preceding each interest payment date, and such interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the City and to pay costs of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including V.T.C.A., *Government Code*, Chapter 1207, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

The City reserves the right, at its option, to redeem Bonds having stated maturities on and after August 15, 2027, in whole or from time to time in part in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 2026, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the City may select the series and maturities of Bonds to be redeemed. If less than all the Bonds of any series and maturity are to be redeemed, the Paying Agent/Registrar (or DTC while the Bonds are in Book Entry Only form) shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed. If a Bond (or any portion of the principal sum thereof) shall have been called for redemption and notice of such redemption shall have been given, such Bond (or the principal amount thereof to be redeemed) shall become due and payable on such redemption date and interest thereon shall cease to accrue from and after the redemption date, provided funds for the payment of the redemption price and accrued interest thereon are held by the Paying Agent/Registrar on the redemption date.

NOT LESS THAN 30 DAYS prior to a redemption date for the Bonds, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, in the name of

the City and at the City's expense, by the Paying Agent/Registrar to the registered owners of the Bonds to be redeemed, in whole or in part, at the address of the registered owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

ANY NOTICE SO MAILED WILL BE CONCLUSIVELY PRESUMED TO HAVE BEEN DULY GIVEN, WHETHER OR NOT THE REGISTERED OWNER RECEIVES SUCH NOTICE. NOTICE HAVING BEEN SO GIVEN, AND ANY CONDITIONS STATED IN THE NOTICE HAVING BEEN MET, THE BONDS CALLED FOR REDEMPTION WILL BECOME DUE AND PAYABLE ON THE SPECIFIED REDEMPTION DATE, AND NOTWITHSTANDING THAT ANY BOND OR PORTION THEREOF HAS NOT BEEN SURRENDERED FOR PAYMENT, INTEREST ON SUCH BOND OR PORTION THEREOF WILL CEASE TO ACCRUE, PROVIDED THAT MONIES FOR THE PAYMENT OF THE REDEMPTION PRICE AND THE INTEREST ACCRUED ON THE PRINCIPAL AMOUNT TO BE REDEEMED TO THE DATE OF REDEMPTION ARE HELD FOR SUCH PURPOSE BY THE PAYING AGENT/REGISTRAR. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Bond Ordinance.

With respect to any optional redemption of the Bonds, unless the prerequisites to such redemption required by the Ordinance have been met and monies sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such monies by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not fulfilled, such notice will be of no force and effect, the City will not redeem such Bonds, and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds maturing on	_, are subject to mandatory sinking fund redemption
prior to maturity in part at random, by lot or of	ther customary random selection method selected by
	crued interest to the redemption date, and without
premium, with funds on deposit in the Interest	t and Sinking Fund. Such Bonds shall be redeemed by
the Paying Agent/Registrar on	_ in each of the years and in the principal amounts,
respectively, as are set forth in the following	schedule:

Bonds Maturing

Year Principal

Amount

The principal amount of the Bonds required to be redeemed pursuant to the operation of such mandatory sinking fund redemption shall be reduced, at the option of the City, by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been purchased by the City and delivered to the Paying Agent/Registrar for cancellation or (ii) redeemed pursuant to the optional redemption provision described above and not theretofore credited against a mandatory sinking fund requirement.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the offices for payment of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("Special Payment Date", which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a municipal corporation duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and by the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City as of the Issue Date.

COUNTERSIGNED:	Walter Bowen, Mayor
Monica Solko, City Secretary	
(SEAL)	
C. *Form of Registration Bond(s) only.	Certificate of Comptroller of Public Accounts to appear on Initial
	STRATION CERTIFICATE OF COLLER OF PUBLIC ACCOUNTS
OFFICE OF THE COMPTROLLER)
OF PUBLIC ACCOUNTS) REGISTER NO.
THE STATE OF TEXAS)
	Bond has been examined, certified as to validity and approved e of Texas, and duly registered by the Comptroller of Public
WITNESS my signature and	seal of office this
	Comptroller of Public Accounts

CITY OF LAKE WORTH, TEXAS

*NOTE TO PRINTER: Do not print on definitive bonds

(SEAL)

(D) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

of the State of Texas

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered in the name of the Registered Owner shown above under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in Dallas, Texas, is the Designated Payment/Transfer Office for this Bond.

					U.S. Bank Nation	onal Association	า	
Registration date:			as Paying Ager	nt/Registrar				
					By: Authorized \$	Signature		
	(E)	Form of Assig	nment.					
				ASSIG	NMENT			
F type	OR VALU	JE RECEIVED to a contract to the second seco	the unde	ersigned h e of transf	ereby sells, ass eree:)	signs, and trans	sfers unt	o (Print or
(Soc	ial Securi	ty or other identi	fying nur	nber) t	the within	Bond and
all	rights	thereunder,	and	hereby	irrevocably	constitutes	and	appoints
		n thereof, with fu						
	DATED: _				NOTICE: The s	•	_	
	Signature	e guaranteed:		r	egistered owne he within Bond	r as it appears	on the fa	

SECTION 10: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% of the principal amount of all Bonds per annum (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax as hereby levied on each one hundred dollars' valuation of taxable property in the City for the Debt Service Requirements of the Bonds. Such tax shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection. Separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Bonds shall be kept and maintained by the City at all times while the Bonds are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Bonds shall be deposited to the credit of a "Special 2017 Refunding Bond Account" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

Chapter 1208, Government Code applies to the issuance of the Bonds and the pledge of taxes granted by the City hereunder, and such pledge, therefore, is valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of taxes granted by the City hereunder is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the registered Holders the perfection of the security interest in such pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in such pledge to occur.

Proper officers of the City are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of

the Bonds as the same accrues or matures; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

SECTION 11: Mutilated - Destroyed - Lost and Stolen Bonds. If any Bond is mutilated, destroyed, stolen or lost, a new Bond in the same principal amount as the Bond so mutilated, destroyed, stolen or lost will be issued. In the case of a mutilated Bond, such new Bond will be delivered only upon surrender and cancellation of such mutilated Bond. In the case of any Bond issued in lieu of and substitution for an Bond which has been destroyed, stolen or lost, such new Bond will be delivered only (a) upon filing with the Paying Agent/Registrar a certificate to the effect that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and (b) upon furnishing the Paying Agent/Registrar with indemnity satisfactory to hold the City and the Paying Agent/Registrar harmless. The Holder requesting the authentication and delivery of a new Bond must pay such expenses as the Paying Agent/Registrar may incur in connection therewith.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 12: <u>Satisfaction of Obligation of City; Defeasance</u>. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid and no longer outstanding within the meaning and with the effect expressed above in this Section when payment of principal of and interest on such Bonds to their stated maturity or redemption has been made or provided in any manner permitted by applicable law. Such payment may be accomplished by depositing with the Paying Agent, irrevocably and in trust, any combination of (1) money in an amount sufficient to make such payment and/or (2) Defeasance Securities to mature as to principal and interest in such amounts and at such times to insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation and expenses of the paying agent for the Bonds, and thereafter the City will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such defeased Bonds, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. The City has additionally reserved the right, subject to satisfying the requirements of (I) and (2) above, to substitute other Defeasance Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance. "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to discharge obligations such as the Bonds. Current State law permits defeasance with the following types of securities: (a) direct, noncallable obligations of the United States of America, including obligations that arc unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the City authorizes the defeasance, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (c) noncallable obligations of a state or an

agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (d) any other securities or obligations hereafter authorized under applicable state law in existence at the time of such defeasance that are eligible to discharge obligations such as the Bonds.

Upon such deposit as described above, the Bonds shall no longer be regarded to be outstanding or unpaid for purposes of applying any limitation or indebtedness. After firm banking and financial arrangements for the discharge and final payment of the Bonds have been made as described above, all rights of the City to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption following their defeasance is not extinguished, if the City (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption, (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements, and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Defeasance Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which are not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Bonds shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 13: Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section. The City reserves the right to amend the Ordinance without the consent of any Holder of the Bonds for the purpose of amending or supplementing the Ordinance to (i) cure any ambiguity, defect or omission therein that does not materially adversely affect the interests of the Holders, (ii) grant additional rights or security for the benefit of the Holders, (iii) add events of default as shall not be inconsistent with the provisions of the Ordinance that do not materially adversely affect the interests of the Holders, (iv) quality the Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect or (v) make such other provisions in regard to matters or questions arising under the Ordinance that are not inconsistent with the provisions thereof and which, in the opinion of Bond Counsel for the City, do not materially adversely affect the interests of the Holders.

The Holders of the Bonds aggregating in principal amount a majority of the outstanding Bonds will have the right from time to time to approve any amendment not described above to the Ordinance if it is deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the Holders in original principal amount of the then outstanding Bonds, no amendment may be made for the purpose of: (i) making any change in the maturity of any of the outstanding Bonds; (ii) reducing the rate of interest borne by any of the outstanding Bonds; (iii) reducing the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds; (iv) modifying the terms of payment of principal or of interest or redemption premium on outstanding Bonds, or imposing any condition with respect to such payment; or (v) changing the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

The term "Outstanding" when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

- (1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds deemed to be duly paid by the City in accordance with the provisions of Section 12 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14: <u>Covenants to Maintain Tax-Exempt Status</u>.(a)<u>Definitions</u>. When used in this Section, the following terms shall have the following meanings:

"Closing Date" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

- (c) <u>No Private Use or Private Payments</u>. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:
 - (1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, <u>unless</u> such use is solely as a member of the general public, or no payment is made directly or indirectly for such use in an amount exceeding 10% of the debt service on the Bonds; and
 - (2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), other than taxes or water rates of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.
- (d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or refinance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.
- (e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby) (and particularly including amounts deposited into the Escrow Fund), whether then held or previously disposed of, exceeds the Yield of the Bonds.
- (f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.
- (g) <u>Information Report</u>. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

- (h) <u>Rebate of Arbitrage Profits</u>. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:
 - (1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.
 - (2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.
 - (3)As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in Ordinance to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.
 - (4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.
- (i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.
- (j) <u>Elections.</u> The City hereby directs and authorizes the Mayor, City Manager, and Assistant City Manager/Director of Finance, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the No Arbitrage and Tax Certificate or similar or other appropriate certificate, form or document.

- (k) <u>Bonds Not Hedge Bonds</u>. (1) At the time the original bonds refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued and (2) not more than 50% of the proceeds of the original bonds refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.
- (I) <u>Advance Refunding.</u> The Bonds are issued exclusively to refund the Refunded Obligations. The Bonds will be issued more than 90 days before the redemption date of such Refunded Obligations, and therefore constitute an advance refunding thereof.
- (m) <u>Qualified Tax Exempt Obligations</u>. The City hereby designates the Bonds as qualified tax exempt obligations under Section 265(b) of the Code. Neither the City, nor any entities subordinate to, or acting on behalf of, the City anticipate issuing (nor shall they issue) more than \$10,000,000 of tax exempt obligations during calendar year 2017 (excluding private activity bonds which are not 501(c)(3) bonds).
- (n) <u>Tax Certificate</u>. The City confirms and agrees to comply with the provisions of the No Arbitrage and Tax Certificate (or similar documents however titled) delivered in connection with the Bonds and the Refunded Obligations, all of which are incorporated herein by reference, and the provisions and representations in which remain true as of the date hereof.

SECTION 15: <u>Sale of Bonds</u>. The Bonds authorized by this Ordinance shall be sold by the City to BOK Financial Securities, Inc. individually and as representative of the underwriters (herein referred to as the "Underwriter") in accordance with the Purchase Contract. The Mayor and/or City Manager are hereby severally authorized and directed to execute said Purchase Contract for and on behalf of the City and as the act and deed of this City Council and of the City, and the City Secretary is authorized to attest said Purchase Contract. The City Council hereby finds that the terms of sale as stated in the Purchase Contract shall be the most advantageous reasonably available.

Furthermore, the Preliminary Official Statement, to be used in connection with the public offering and sale of the Bonds is hereby deemed final, confirmed and approved in all respects. The final Official Statement reflecting the terms of sale, shall be and is hereby in all respects approved and the Underwriter is hereby authorized to use and distribute said final Official Statement, in the reoffering, sale and delivery of the Bonds to the public. The Mayor and City Secretary are further authorized and directed to execute and deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Underwriter, and such Official Statement in the final form and content executed by any one or more of said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Underwriter.

SECTION 16: <u>Sources of Funds and Use of Proceeds of Sale</u>. The sources of funds to accomplish the refunding of the Refunded Obligation Candidates chosen for refunding (i.e., the Refunded Obligations), and the use of the proceeds of the Bonds to accomplish the same, shall be set forth in the Pricing Certificate.

SECTION 17: Control and Custody of Bonds. The City Manager and Finance Director are each hereby severally authorized to take and have charge of all necessary records pending review of the Bonds by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the Mayor, City Manager, and Assistant City Manager/Finance Director, any one or more of said officials, are hereby authorized and directed to furnish and execute such

agreements, documents and certifications relating to the City and the issuance, sale and delivery of the Bonds, including certifications as to facts, estimates, circumstances and reasonable expectations pertaining to the use, expenditure and investment of the proceeds of the Bonds, as may be necessary for the approval of the Attorney General, the registration by the Comptroller of Public Accounts and the delivery of the Bonds to the Purchasers, and, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond(s) to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 18: Escrow Agreement; Defeasance of Refunded Obligations. The City hereby approves the entry of an Escrow Agreement with Wells Fargo Bank, N.A. (the "Escrow Agreement"), and the deposit into the Escrow Fund of those amounts (or securities purchased therewith) necessary to accomplish the refunding of the Refunded Obligations. It is the City's intention that upon deposit into the Escrow Fund established pursuant to the Escrow Agreement of such amounts (or securities purchased therewith), the Refunded Obligations shall be deemed defeased in accordance with the provisions of the Ordinance authorizing the issuance of the Refunded Obligations and that the same shall no longer be outstanding except for the right to be paid from the amount on deposit in the Escrow Fund.

SECTION 19: Book-entry Only System.

- (a) The permanent Bonds shall be initially issued in the form of a separate single certificated fully registered Bond for each of the stated maturities set forth in the Pricing Certificate. Upon initial issuance, the ownership of each Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of the Depository Trust Company ("DTC"). The Bonds shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.
- With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar, and the Paying Agent shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of which a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City, the Registrar, and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than a Bondholder (initially Cede & Co.), as shown in the registration books kept by the Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Bond Registrar (initially Cede & Co.) of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Bond Registrar, and the Paying Agent shall treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar (initially Cede & Co.) as the holder and absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Bond holders, as shown in the registration books kept by the Bond Registrar (initially Cede & Co.), and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than a Bondholder, as shown in the registration books kept by the Bond Registrar (initially Cede & Co.), shall receive a certificated Bond evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to

the provisions herein with respect to Record Dates, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

- (c) The Letter of Representations in substantially the form provided by DTC, with such changes, omissions, insertions and revisions as the Mayor of the City shall approve, is hereby authorized, and the Mayor of the City shall execute and deliver such Letter of Representations to DTC. The approval of the Mayor of the City of any such changes, omissions, insertions and revisions shall be conclusively established by said Mayor's execution and delivery of the Letter of Representations which shall not in any way impose upon the City any obligation whatsoever with respect to Persons having interests in the Bonds other than the Bond holders, as shown on the registration books kept by the Registrar. The Registrar shall take all action necessary for all representations of the City in the Letter of Representations with respect to the Paying Agents and the Registrar, respectively, to at all times be complied with.
 - (d) (i) DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law.
 - (ii) The City, in its sole discretion and without the consent of any other Person, may terminate the services of DTC with respect to the Bonds if the City determines that:
 - (A) DTC is unable to discharge its responsibilities with respect to the Bonds, or
 - (B) a continuation of the requirements that the Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., or any other nominee of DTC, is not in the best interest of the beneficial owners of the Bonds.

The City shall not discontinue the services of DTC without first giving at least sixty (60) days advance written notice of the same to the Paying Agent/Registrar.

Upon the termination of the services of DTC with respect to the Bonds pursuant to subsection 19(d)(ii)(B) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Bonds pursuant to subsection 19(d)(i) or subsection 19(d)(ii)(A) hereof after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the City, is willing and able to undertake such functions upon reasonable and customary terms, the City is obligated to deliver certificated Bonds as described in this Ordinance, and the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Bond Holders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance. Upon discontinuance, for any reason, of DTC's services with respect to the Bonds, DTC shall be responsible for providing a list of the DTC Participants (and a contact at each) to the Registrar in order that the DTC Participants may provide the Registrar with a list of the beneficial owners in order that the beneficial owner may receive a certificated Bond or notice of the substitute securities depository willing to undertake the functions of DTC as provided in this Ordinance.

In the event the Book-Entry-Only System should be discontinued, the Bonds may be transferred and exchanged on the registration books of the Paying Agent/Registrar only upon presentation and surrender to the Paying Agent/Registrar and such transfer or exchange shall be without expense or service charge to the registered owner, except for any tax or other governmental charges required to be paid with respect to such registration, exchange and transfer. Bonds may be assigned by the execution of an assignment form on

the respective Bonds or by other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. New Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bonds being transferred or exchanged, at the designated office of the Paying Agent/Registrar, or sent by United States mail, first class, postage prepaid, to the new registered owner or his designee. To the extent possible, new Bonds issued in an exchange or transfer of Bonds will be delivered to the registered owner or assignee of the registered owner in not more than three business days after the receipt of the Bonds to be canceled, and the written instrument of transfer or request for exchange duly executed by the registered owner or his duly authorized agent, in form satisfactory to the Paying Agent/Registrar. New Bonds registered and delivered in an exchange or transfer shall be in any integral multiple of \$5,000 for any one maturity and for a like aggregate principal amount as the Bonds surrendered for exchange or transfer. The City and the Paying Agent/Registrar may treat the person in whose name a Bond is registered as the absolute owner thereof for all purposes, whether or not such Obligation is overdue, including for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on, such Bond.

(e) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations.

SECTION 20: <u>Notices to Holders - Waiver</u>. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 21: <u>Cancellation</u>. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/ Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

SECTION 22: <u>Market Opinion</u>. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Naman, Howell, Smith & Lee, PLLC, Attorneys, Waco, Texas, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the definitive Bonds, but the absence of same shall not affect the validity of the Bonds.

SECTION 23: <u>CUSIP Numbers</u>. CUSIP numbers may be printed or typed on the Bonds deposited with The Depository Trust Company or on printed definitive Bonds. It is expressly

provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 24: <u>Benefits of Ordinance</u>. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 25: <u>Inconsistent Provisions</u>. All Ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 26: <u>Governing Law</u>. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 27: <u>Effect of Headings</u>. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 28: <u>Construction of Terms</u>. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 29: <u>Severability</u>. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 30: <u>Incorporation of Findings and Determinations</u>. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 31: Continuing Disclosure Undertaking.

(a) <u>Definitions</u>. As used in this Section, the following terms have the meanings ascribed to such terms below:

"EMMA" means the Electronic Municipal Market Access program of the MSRB.

"MSRB" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

(b) <u>Annual Reports</u>. The City will provide to the MSRB on an annual basis all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under Tables numbered I through 6 and 8 through 15 (the "Annual Operating Report"). The City will update and provide this information within six months after the end

of each fiscal year ending in and after 2017. The City will additionally provide audited financial statements of the City (the "Financial Statements") and such Financial Statements will be provided within 12 months after the end of each fiscal year ending in or after 2017. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City will file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any such Financial Statements will be prepared in accordance with the accounting principles described in the Official Statement or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation. The City may provide updated information in full text or may incorporate by reference documents available on EMMA or filed with the U.S. Securities and Exchange Commission (the "SEC').

The City's current fiscal year end is September 30. Accordingly, the Annual Operating Report must be provided by March 31 in each year, and the Financial Statements must be provided by September 30 of each year, unless the City changes its fiscal year. If the City changes its fiscal year, it will notify the MSRB of the change.

Event Notices. The City will also provide to the MSRB notices of certain events in a timely manner but not in excess of 10 business days after the occurrence of the event. The City will provide notice of any of the following events with respect to the Bonds: (I) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties: (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) Bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of any trustee, if material. (Neither the Bonds nor the Ordinance make any provision for a bond trustee, debt service reserves or credit enhancement.)

In addition, the City will provide timely notice of any failure by the City to provide annual financial information in accordance with their agreement described above under "Annual Reports".

For these purposes, any event described in (12) in the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(d) <u>Limitations and Amendments</u>. The City has agreed to update information and to provide notices of certain events only as described above. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as

described above. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders of Bonds may seek a writ of mandamus to compel the City to comply with its agreement.

The City may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the holders of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or (b) any person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the registered and beneficial owners of the Bonds. The City may also amend or repeal the provisions of its continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the City so amends the agreement, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

SECTION 32. <u>Events of Default</u>. The following shall constitute an Event of Default hereunder:

- (a) The failure by the City to make payment of principal, interest or redemption price on the Bonds, or the failure by the City to make payment into any fund or funds established hereunder, as the same become due.
- (b) Default by the City in the observance or performance of any of the other covenants, conditions or obligations of the City hereunder, the failure to perform which materially, adversely affects the rights of the Registered Holders, including but not limited to, their prospect or ability to be paid principal or any interest, and the continuation thereof for a period of 60 days after notice of such default is given by a Registered Holder to the City.

Upon and following any event of default, any Registered Holder is entitled to seek a writ of mandamus from a court of proper jurisdiction requiring that the City comply with its obligations under this Ordinance if there is no other available remedy at law to compel performance of the Bonds or this Ordinance and the City's obligations are not uncertain or disputed. The rights of the Registered Holders hereunder do not include the right to compel acceleration of the maturity of the Bonds.

SECTION 33: <u>Public Meeting</u>. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by V.T.C.A., *Government Code*, Chapter 551, as amended.

SECTION 34: <u>Call for Redemption or Prepayment</u>. The Refunded Obligations described in the preamble hereof are hereby called for redemption on October 1, 2018, being the first call date at which the Refunded Obligations are subject to redemption.

The City Manager and Director of Finance or their designees are hereby authorized to give such notices as are required to effectuate the redemptions referred to herein.

SECTION 35: [deleted]

SECTION 36: <u>Purchase of United States Treasury or Other Obligations</u>. To assure the purchase of the Federal Securities or other obligations to be identified in the Escrow Agreement, the Authorized Officer is hereby authorized to subscribe for, agree to purchase, and purchase obligations of the United States of America, or other legally permissible obligations appropriate for a refunding escrow under Texas state law in such amounts and maturities and bearing interest at such rates as may be provided for in the Escrow Agreement, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

SECTION 37: <u>Effective Date</u>. This Ordinance shall be in force and effect from and after its passage on the date shown below, pursuant to V.T.C.A., *Government Code*, Section 1201.028.

PASSED AND ADOPTED, this 11th day of July, 2017.

CITY OF LAKE WORTH, TEXAS

ATTEST:	Walter Bowen, Mayor	
Monica Solko, City Secretary		
[SEAL]		

EXHIBIT A

REGISTERED NO. T-1

UNITED STATES OF AMERICA STATE OF TEXAS CITY OF LAKE WORTH, TEXAS, GENERAL OBLIGATION REFUNDING BOND, SERIES 2017 Issue Date: August 1, 2017

REGIS	TERED
\$	

Registered Owner:	
Principal Amount:	AND NO/100 DOLLARS

The City of Lake Worth, Texas (hereinafter referred to as the "City"), a municipal corporation of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in each of the years and in principal installments in accordance with the following schedule:

Maturity	Principal	Interest
(August 15)	<u>Amount</u>	<u>Rate</u>
2018	\$255,000	
2019	\$465,000	
2020	\$560,000	
2021	\$580,000	
2022	\$700,000	
2023	\$725,000	
2024	\$745,000	
2025	\$770,000	
2026	\$1,095,000	
2027	\$1,135,000	
2028	\$1,170,000	
2029	\$510,000	

and to pay interest on the unpaid Principal Amount hereof from the date of delivery hereof at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months. Principal installments of this Bond are payable in the year of maturity, or earlier redemption date, to the registered owner hereof by U.S. Bank National Association (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in Dallas, Texas ("the "Designated Payment/Transfer Office"). Accrued interest on the unpaid principal amount hereof is payable on August 15 and February 15 in each year, commencing February 15, 2018, until maturity or earlier redemption, to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the close of business on the last business day of the month next preceding each interest payment date, and such interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$______ (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the City and to pay costs of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including V.T.C.A., Government Code, Chapter 1207, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

The City reserves the right, at its option, to redeem Bonds having stated maturities on and after August 15, 2027, in whole or from time to time in part in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 2026, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the City may select the maturities of Bonds to be redeemed. If less than all the Bonds of any series and maturity are to be redeemed, the Paying Agent/Registrar (or DTC while the Bonds are in Book Entry Only form) shall determine by lot the Bonds, or portions thereof, within such series and maturity to be redeemed. If a Bond (or any portion of the principal sum thereof) shall have been called for redemption and notice of such redemption shall have been given, such Bond (or the principal amount thereof to be redeemed) shall become due and payable on such redemption date and interest thereon shall cease to accrue from and after the redemption date, provided funds for the payment of the redemption price and accrued interest thereon are held by the Paying Agent/Registrar on the redemption date.

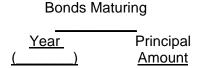
NOT LESS THAN 30 DAYS prior to a redemption date for the Bonds, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, in the name of the City and at the City's expense, by the Paying Agent/Registrar, to the registered owners of the Bonds to be redeemed, in whole or in part, at the address of the registered owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

ANY NOTICE SO MAILED WILL BE CONCLUSIVELY PRESUMED TO HAVE BEEN DULY GIVEN, WHETHER OR NOT THE REGISTERED OWNER RECEIVES SUCH NOTICE. NOTICE HAVING BEEN SO GIVEN, AND ANY CONDITIONS STATED IN THE NOTICE HAVING BEEN MET, THE BONDS CALLED FOR REDEMPTION WILL BECOME DUE AND PAYABLE ON THE SPECIFIED REDEMPTION DATE, AND NOTWITHSTANDING THAT ANY BOND OR PORTION THEREOF HAS NOT BEEN SURRENDERED FOR PAYMENT, INTEREST ON SUCH BOND OR PORTION THEREOF WILL CEASE TO ACCRUE, PROVIDED THAT MONIES FOR THE PAYMENT OF THE REDEMPTION PRICE AND INTEREST ACCRUED ON THE PRINCIPAL AMOUNT TO BE REDEEMED TO THE DATE OF REDEMPTION ARE HELD FOR SUCH PURPOSE BY THE PAYING AGENT/REGISTRAR. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall

not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Bond Ordinance.

With respect to any optional redemption of the Bonds, unless the prerequisites to such redemption required by the Ordinance have been met and monies sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such monies by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not fulfilled, such notice will be of no force and effect, the City will not redeem such Bonds, and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

*[The Bonds maturing on _______, are subject to mandatory redemption prior to maturity in part at random, by lot or other customary random selection method selected by the Paying Agent/Registrar, at par plus accrued interest to the redemption date, and without premium, with funds on deposit in the Interest and Sinking Fund. Such Bonds shall be redeemed by the Paying Agent/Registrar on February 1 in each of the years and in the principal amounts, respectively, as are set forth in the following schedule:



The principal amount of the Bonds required to be redeemed pursuant to the operation of such mandatory sinking fund redemption shall be reduced, at the option of the City, by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been purchased by the City and delivered to the Paying Agent/Registrar for cancellation or (ii) redeemed pursuant to the optional redemption provision described above and not theretofore credited against a mandatory sinking fund requirement.]

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the offices for payment of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security

^{*} To be determined as provided in Section 35 of the Bond Ordinance

Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("Special Payment Date" which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a municipal corporation duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City as of the Issue Date.

	CITY OF LAKE WORTH, TEXAS	
	Walter Bowen, Mayor	
COUNTERSIGNED:		
Monica Solko, City Secretary		
(SEAL)		

REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	
OF PUBLIC ACCOUNTS	REGISTER NO.
THE STATE OF TEXAS	
	ond has been examined, certified as to validity and approved of Texas, and duly registered by the Comptroller of Public eal of office this
	Comptroller of Public Accounts of the State of Texas
(SEAL)	

ASSIGNMENT

		JE RECEIVED e, address, and			ereby sells, ass eree:)	igns, and tra	nsfers unt	to (Print or
(Soc	cial Securi	ty or other identi	fying nur	mber			the within	Bond and
àll ——	rights	thereunder,	and	hereby	irrevocably attorney to	constitutes transfer the		appoints and on the
bool	ks kept for	registration the	ereof, wit	th full powe	er of substitution	in the premis	ses.	
	DATED:			_				
					IOTICE: The s nust correspon	•	•	
	Signature	guaranteed:		r	egistered owner ne within Bond i	as it appear	s on the fa	

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

					1 of 1					
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING							
1	Name of business entity filing form, and the city, state and coun of business.	Certificate Number:								
	BOK Financial Securities, Inc.	2017-2	231286							
	Richardson, TX United States		Date F	iled:						
2	Name of governmental entity or state agency that is a party to the being filed.	ne contract for which the form is	06/30/	2017						
	City of Lake Worth, Texas		Date A	Date Acknowledged:						
3	Provide the identification number used by the governmental entidescription of the services, goods, or other property to be provided to the provided the identification number used by the governmental entitles are considered to the provided the identification number used by the governmental entitles are considered to the identification number used by the governmental entitles are considered to the identification number used by the governmental entitles are considered to the identification number used by the governmental entitles are considered to the identification of the services, goods, or other property to be provided to the identification of the services.	ity or state agency to track or identify ded under the contract.	the cor	ntract, and prov	vide a					
	Refunding 2017 Underwriting of General Obligation Refunding Bonds, Series	2017								
4				Nature of						
	Name of Interested Party	City, State, Country (place of busine	ess)	(check ap	·					
_	rouge Coott	Tules OK United States		Controlling	Intermediary					
GI	auer, Scott	Tulsa, OK United States		X						
De	ean, Brett	Oklahoma City, OK United States	s	Х						
Ma	ahaney, Mindy	Tulsa, OK United States	Х							
Le	dvora, Bob	Oklahoma City, OK United States X								
Gı	umbert, William	Richardson, TX United States X								
М	cLaughlin, Joshua	Richardson, TX United States X								
Κe	elleher, Stephen	Newport Beach, CA United States X								
Ha	arper, Will	Richardson, TX United States X								
	Call, Parkhurst & Horton L.L.P.	Dallas, TX United States			Х					
5	Check only if there is NO Interested Party.									
6	AFFIDAVIT I swear, or	affirm, under penalty of perjury, that the	above d	lisclosure is true	and correct.					
	Notary Public, State, of Texas Comm. Expires 04-17-2021 Notary ID 12939662-4 AFFIX NOTARY STAMP / SEAL ABOVE									
	Sworn to and subscribed before me, by the said	McLaughlin, this the	<u>5</u>	day of)14					
	Jun John	Wall /	No for	y Public						
	Signature of officer administering oath Printed name of	officer administering oath T	itle of off	ficer administeri	ng oath					

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

_					1011				
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE						
1	Name of business entity filing form, and the city, state and count of business.	Certificate Number: 2017-231396							
	Naman, Howell, Smith and Lee, PLLC		2017	-231396					
	Waco, TX United States			Filed:					
2	Name of governmental entity or state agency that is a party to th being filed.	ne contract for which the form is	06/30	0/2017					
	City of Lake Worth, Texas		Date	Acknowledged:					
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided	ity or state agency to track or identify ded under the contract.	the co	ontract, and prov	vide a				
	Refunding 2017 bond counsel for 2017 refunding bonds								
4	Name of Interacted Party	City Chata County Inland of hugin			f interest				
	Name of Interested Party	City, State, Country (place of busine	ess)	(check ap	Intermediary				
Fu	uller, hayes	waco, TX United States		X	Intermedial y				
ho	ood, trenton	waco, TX United States		X					
ple	eitz, dan	waco , TX United States			Х				
na	aman, howell, smith and lee PLLC	waco, TX United States			Х				
5	Check only if there is NO Interested Party.								
_									
6	BONNIE J BROWN Notary Public STATE OF TEXAS ID# 323572-4 My Comm. Exp. May 12, 2018 I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. Signature of authorized agent of contracting business entity								
	AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said 20, to certify which, witness my hand and seal of office.	<u>€172,</u> this the <u>30</u>	<i>H</i>	day of	ura,				
•	Bonnie Braun Bonnie Signature of officer administering oath Printed name of contract of the state of the stat	T. Brown Tw officer administering oath Ti	itle of o	Motory P	ublitublitung oath				

Lake Worth City Council Meeting – July 11, 2017

Agenda Item No. F.6

From: Stacey Almond, City Manager

Item: Discuss and consider selection of the MedStar subsidy rate for the City of Lake Worth for

FY 2017/2018.

Summary:

The Interlocal Cooperative Agreement requires that each member city make a selection of a price/subsidy option by July 31st of each year. In years past the City has chosen not to make any subsidy payments. The estimated average bill for transport for the current fiscal year is \$1,448.00. If the Council chooses to maintain a \$0.00 subsidy the estimated average bill for transport for FY 2017/2018 will remain the same.

Staff has not calculated the cost impact for any of the proposed subsidy levels due to the overwhelming options available. As noted in the MedStar letter, the subsidy options were prepared using population estimates provided by the US Government Census for 2016.

Fiscal Impact:

If no subsidy is provided there is no impact to the budget.

Attachments:

- 1. MedStar letter
- 2. Price/Subsidy Options FY 2017/2018

Recommended Motion or Action:

Council's desire. Staff recommends we remain consistent and provide no subsidy payment (\$0.00) for FY 2017-18.



Metropolitan Area EMS Authority 2900 Alta Mere Street Fort Worth, Texas 76116-4115 Main: (817) 923-3700 Fax: (817) 840-2050 www.medstar911.org

June 30, 2017

City Manager Stacy Almond City of Lake Worth 3805 Adam Grubb Lake Worth, TX 76135

As required by the EMS Interlocal Cooperative Agreement, the Metropolitan Area EMS Authority must annually provide member jurisdictions with a schedule of pricing options. Enclosed is the schedule of pricing options for fiscal year 2017-2018 which begins October 1st.

The schedule of pricing options was prepared utilizing population estimates provided by the US Government Census for 2016. The options are based upon the proposed annual operating budget for the Ambulance Authority for FY 2017-2018.

You may select any combination of options. By selecting an average fee per transport amount you will set the per capita offset fee. Conversely, by selecting a per capita offset fee amount, you will set the average fee per transport.

The offset fee and transport fees enclosed represent no increase from 2016-2017. Currently the City of Lake Worth has chosen an average bill of \$1448, and a per capita offset of \$0, which will remain the same for 2017-18, resulting in an average fee of \$1448, providing your selection is unchanged.

Please make your selection from the enclosed options. The Interlocal Cooperative Agreement requires that each city make its selection by July 31st. Attached is a form you may mail or fax to notify MedStar of your selection.

If you have any questions, please call me at your convenience at (817) 632-0509.

Thank you for your continued participation in, and support of, the MedStar system.

Sincerely,

Douglas R. Hooten
Chief Executive Officer

DH/jb Enclosure

Our Mission:

Metropolitan Area EMS Authority (MAEMSA) Price/Subsidy Options FY 2017-2018

	Fee Per	Per Capita		Fee Per	Р	er Capita	Fee Per	Р	er Capita
	Transport	Subsidy		Transport		Subsidy	Transport		Subsidy
\$	1	\$ 36.09	\$	61	\$	31.11	\$ 121	\$	28.32
\$	2	\$ 35.87	\$	62	\$	31.06	\$ 122	\$	28.28
\$	3	\$ 35.68	\$	63	\$	31.00	\$ 123	\$	28.24
\$	4	\$ 35.51	\$	64	\$	30.95	\$ 124	\$	28.20
\$	5	\$ 35.36	\$	65	\$	30.90	\$ 125	\$	28.16
\$	6	\$ 35.22	\$	66	\$	30.85	\$ 126	\$	28.12
\$	7	\$ 35.09	\$	67	\$	30.79	\$ 127	\$	28.08
\$	8	\$ 34.97	\$	68	\$	30.74	\$ 128	\$	28.04
\$	9	\$ 34.85	\$	69	\$	30.69	\$ 129	\$	28.00
\$	10	\$ 34.74	\$	70	\$	30.64	\$ 130	\$	27.96
\$	11	\$ 34.63	\$	71	\$	30.59	\$ 131	\$	27.92
\$	12	\$ 34.52	\$	72	\$	30.54	\$ 132	\$	27.88
\$	13	\$ 34.42	\$	73	\$	30.49	\$ 133	\$	27.84
\$	14	\$ 34.33	\$	74	\$	30.44	\$ 134	\$	27.80
\$	15	\$ 34.23	\$	75	\$	30.39	\$ 135	\$	27.76
\$	16	\$ 34.14	\$	76	\$	30.34	\$ 136	\$	27.72
\$	17	\$ 34.05	\$	77	\$	30.29	\$ 137	\$	27.68
\$	18	\$ 33.96	\$	78	\$	30.24	\$ 138	\$	27.64
\$	19	\$ 33.87	\$	79	\$	30.19	\$ 139	\$	27.60
\$	20	\$ 33.79	\$	80	\$	30.14	\$ 140	\$	27.57
\$	21	\$ 33.70	\$	81	\$	30.09	\$ 141	\$	27.53
\$	22	\$ 33.62	\$	82	\$	30.05	\$ 142	\$	27.49
\$	23	\$ 33.54	\$	83	\$	30.00	\$ 143	\$	27.45
\$	24	\$ 33.46	\$	84	\$	29.95	\$ 144	\$	27.41
\$	25	\$ 33.38	\$	85	\$	29.90	\$ 145	\$	27.37
\$	26	\$ 33.31	\$	86	\$	29.86	\$ 146	\$	27.34
\$	27	\$ 33.23	\$	87	\$	29.81	\$ 147	\$	27.30
\$	28	\$ 33.16	\$	88	\$	29.76	\$ 148	\$	27.26
\$	29	\$ 33.09	\$	89	\$	29.72	\$ 149	\$	27.22
\$	30	\$ 33.01	\$	90	\$	29.67	\$ 150	\$	27.18
\$	31	\$ 32.94	\$	91	\$	29.62	\$ 151	\$	27.15
\$	32	\$ 32.87	\$	92	\$	29.58	\$ 152	\$	27.11
\$	33	\$ 32.80	\$	93	\$	29.53	\$ 153	\$	27.07
\$	34	\$ 32.73	\$ \$ \$	94	\$	29.49	\$ 154	\$	27.03
\$	35	\$ 32.67	\$	95	\$	29.44	\$ 155	\$	27.00
\$	36	\$ 32.60	\$ *	96	\$	29.40	\$ 156	\$	26.96
\$	37	\$ 32.53	\$	97	\$	29.35	\$ 157	\$	26.92
\$ \$	38	\$ 32.47	\$ \$	98	\$	29.31	\$ 158	\$	26.89
\$	39	\$ 32.40	\$ *	99	\$	29.26	\$ 159	\$	26.85
\$	40	\$ 32.34	\$	100	\$	29.22	\$ 160	\$	26.81
\$	41	\$ 32.27	\$	101	\$	29.17	\$ 161	\$	26.78
\$	42	\$ 32.21	\$	102	\$	29.13	\$ 162	\$	26.74

\$	43	\$	32.15	\$	103	\$	29.09	\$	163	\$	26.70
\$	44	\$	32.09	\$	104	\$	29.04	\$	164	\$	26.67
\$	45	\$	32.03	\$	105	\$	29.00	\$	165	\$	26.63
\$	46	\$	31.97	\$	106	\$	28.95	\$	166	\$	26.59
\$	47	\$	31.91	\$	107	\$	28.91	\$	167	\$	26.56
\$	48	\$	31.85	\$	108	\$	28.87	\$	168	\$	26.52
\$	49	\$	31.79	\$	109	\$	28.83	\$	169	\$	26.49
\$	50	\$	31.73	\$	110	\$	28.78	\$	170	\$	26.45
\$	51	\$	31.67	\$	111	\$	28.74	\$	171	\$	26.41
\$	52	\$	31.61	\$	112	\$	28.70	\$	172	\$	26.38
\$	53	\$	31.56	\$	113	\$	28.66	\$	173	\$	26.34
\$	54	\$	31.50	\$	114	\$	28.61	\$	174	\$	26.31
\$	55	\$	31.44	\$	115	\$	28.57	\$	175	\$	26.27
\$	56	\$	31.39	\$	116	\$	28.53	\$	176	\$	26.24
\$	57	\$	31.33	\$	117	\$	28.49	\$	177	\$	26.20
\$	58	\$	31.28	\$	118	\$	28.45	\$	178	\$	26.17
\$	59	\$	31.22	\$	119	\$	28.40	\$	179	\$	26.13
\$	60	\$	31.17	\$	120	\$	28.36	\$	180	\$	26.10
Fee P	er	Per C	apita	Fee Pe	er	Per	Capita	Fee Pe	r	Per	Capita
Trans	port	Subsi		Trans	port	Sub	sidy	Transp	ort	Subs	sidy
\$	181	\$	26.06	\$	241	\$	24.08	\$	301	\$	22.30
\$	182	\$	26.02	\$	242	\$	24.05	\$	302	\$	22.27
\$	183	\$	25.99	\$	243	\$	24.02	\$	303	\$	22.24
\$	184	\$	25.96	\$	244	\$	23.99	\$	304	\$	22.21
\$	185	\$	25.92	\$	245	\$	23.96	\$	305	\$	22.18
\$	186	\$	25.89	\$	246	\$	23.93	\$	306	\$	22.15
\$	187	\$	25.85	\$	247	\$	23.90	\$	307	\$	22.12
\$	188	\$	25.82	\$	248	\$	23.87	\$	308	\$	22.09
\$	189	\$	25.78	\$	249	\$	23.84	\$	309	\$	22.06
\$	190	\$	25.75	\$	250	\$	23.80	\$	310	\$	22.03
\$	191	\$	25.71	\$	251	\$	23.77	\$ "	311	\$	22.01
\$	192	\$	25.68	\$	252	\$	23.74	\$	312	\$	21.98
\$	193	\$	25.65	\$	253	\$	23.71	\$	313	\$	21.95
\$	194	\$	25.61	\$	254	\$	23.68	\$	314	\$	21.92
\$	195	\$	25.58	\$	255	\$	23.65	\$	315	\$	21.89
\$	196	\$	25.55		256	\$	23.62	\$	316	\$	21.86
\$	197	\$	25.51	\$ \$ \$	257	\$	23.59	\$	317	\$	21.84
\$	198	\$	25.48	\$	258	\$	23.56	\$	318	\$	21.81
\$	199	\$	25.44	\$	259	\$	23.53	\$	319	\$	21.78
\$	200	\$	25.41	\$	260	\$	23.50	\$	320	\$	21.75
\$	201	\$	25.38	\$ \$	261	\$	23.47	\$	321	\$	21.73
\$	202	\$	25.34	\$	262	\$	23.44	\$	322	\$	21.70
\$	203	\$	25.31	\$	263	\$	23.41	\$	323	\$	21.67
\$	204	\$	25.27		264	\$	23.38	\$	324	\$	21.64
\$	205	\$	25.24	\$ \$	265	\$	23.35	\$	325	\$	21.62
\$	206	\$	25.21	\$	266	\$	23.32	\$	326	\$	21.59
\$	207	\$	25.18	\$	267	\$	23.29	\$	327	\$	21.56
\$	208	\$	25.14	\$	268	\$	23.26	\$	328	\$	21.54
\$	209	\$	25.11	\$	269	\$	23.23	\$	329	\$	21.51

\$	210	\$	25.08	\$	270	\$	23.20	\$	330	\$	21.48
\$	211	\$	25.05	\$	271	\$	23.17	\$	331	\$	21.46
\$	212	\$	25.01	\$	272	\$	23.14	\$	332	\$	21.43
\$	213	\$	24.98	\$	273	\$	23.11	\$	333	\$	21.40
\$	214	\$	24.95	\$	274	\$	23.08	\$	334	\$	21.38
\$	215	\$	24.91	\$	275	\$	23.05	\$	335	\$	21.35
\$	216	\$	24.88	\$	276	\$	23.02	\$	336	\$	21.33
\$	217	\$	24.85	\$	277	\$	22.99	\$	337	\$	21.30
\$	218	\$	24.81	\$	278	\$	22.96	\$	338	\$	21.27
\$	219	\$	24.78	\$	279	\$	22.93	\$	339	\$	21.24
\$	220	\$	24.75	\$	280	\$	22.90	\$	340	\$	21.21
\$	221	\$	24.72	\$	281	\$	22.87	\$	341	\$	21.18
\$	222	\$	24.69	\$	282	\$	22.84	\$	342	\$	21.16
\$	223	\$	24.65	\$	283	\$	22.81	\$	343	\$	21.13
\$	224	\$	24.62	\$	284	\$	22.78	\$	344	\$	21.10
\$	225	\$	24.59	\$	285	\$	22.75	\$	345	\$	21.07
\$	226	\$	24.56	\$	286	\$	22.72	\$	346	\$	21.04
\$	227	\$	24.53	\$	287	\$	22.69	\$	347	\$	21.01
\$	228	\$	24.50	\$	288	\$	22.67	\$	348	\$	20.99
\$	229	\$	24.46	\$	289	\$	22.64	\$	349	\$	20.96
\$	230	\$	24.43	\$	290	\$	22.61	\$	350	\$	20.93
\$	231	\$	24.40	\$	291	\$	22.58	\$	351	\$	20.90
\$	232	\$	24.37	\$	292	\$	22.55	\$	352	\$	20.88
\$	233	\$	24.33	\$	293	\$	22.53	\$	353	\$	20.85
\$	234	\$	24.30	\$	294	\$	22.50	\$	354	\$	20.82
\$	235	\$	24.27	\$	295	\$	22.47	\$	355	\$	20.79
\$	236	\$	24.24	\$	296	\$	22.44	\$	356	\$	20.77
\$	237	\$	24.21	\$	297	\$	22.41	\$	357	\$	20.74
\$	238	\$	24.18	\$	298	\$	22.39	\$	358	\$	20.71
\$	239	\$	24.14	\$	299	\$	22.36	\$	359	\$	20.69
\$	240	\$	24.11	\$	300	\$	22.33	\$	360	\$	20.66
Fee P	er	Per C	Capita	Fee P	er	Per	Capita	Fee Pe	r	Per	Capita
Trans	port	Subsi	idy	Trans	port	Sub	sidy	Transp	ort	Subs	sidy
\$	361	\$	20.63	\$	421	\$	19.08	\$	481	\$	17.64
\$	362	\$	20.61	\$	422	\$	19.06	\$	482	\$	17.62
\$	363	\$	20.58	\$	423	\$	19.03	\$	483	\$	17.59
\$	364	\$	20.56	\$	424	\$	19.01	\$	484	\$	17.56
\$	365	\$	20.53	\$	425	\$	18.98	\$	485	\$	17.54
\$	366	\$	20.50	\$	426	\$	18.96	\$	486	\$	17.51
\$	367	\$	20.48	\$	427	\$	18.93	\$	487	\$	17.49
\$	368	\$	20.45	\$	428	\$	18.91	\$	488	\$	17.46
\$	369	\$	20.43	\$	429	\$	18.89	\$	489	\$	17.44
\$	370	\$	20.40	\$	430	\$	18.86	\$	490	\$	17.42
\$	371	\$	20.37	\$	431	\$	18.84	\$	491	\$	17.39
\$	372	\$	20.35	\$	432	\$	18.81	\$	492	\$	17.37
\$	373	\$	20.32	\$	433	\$	18.79	\$	493	\$	17.34
\$	374	\$	20.30	\$	434	\$	18.76	\$	494	\$	17.32
\$	375	\$	20.27	\$	435	\$	18.74	\$	495	\$	17.29
\$	376	\$	20.25	\$	436	\$	18.72	\$	496	\$	17.27

\$	377	\$	20.22	\$	437	\$	18.69	\$	497	\$	17.24
\$	378	\$	20.20	\$	438	\$	18.67	\$	498	\$	17.22
\$	379	\$	20.17	\$	439	\$	18.65	\$	499	\$	17.20
\$	380	\$	20.15	\$	440	\$	18.62	\$	500	\$	17.17
\$	381	\$	20.12	\$	441	\$	18.60	\$	501	\$	17.15
\$	382	\$	20.10	\$	442	\$	18.57	\$	502	\$	17.12
\$	383	\$	20.07	\$	443	\$	18.55	\$	503	\$	17.10
\$	384	\$	20.05	\$	444	\$	18.53	\$	504	\$	17.07
\$	385	\$	20.03	\$	445	\$	18.50	\$	505	\$	17.05
\$	386	\$	20.00	\$	446	\$	18.48	\$	506	\$	17.03
\$	387	\$	19.98	\$	447	\$	18.46	\$	507	\$	17.00
\$	388	\$	19.95	\$	448	\$	18.44	\$	508	\$	16.98
\$	389	\$	19.93	\$	449	\$	18.41	\$	509	\$	16.96
\$	390	\$	19.90	\$	450	\$	18.39	\$	510	\$	16.93
\$	391	\$	19.87	\$	451	\$	18.37	\$	511	\$	16.91
\$	392	\$	19.84	\$	452	\$	18.34	\$	512	\$	16.89
\$	393	\$	19.82	\$	453	\$	18.32	\$	513	\$	16.86
\$	394	\$	19.79	\$	454	\$	18.30	\$	514	\$	16.84
\$	395	\$	19.76	\$	455	\$	18.28	\$	515	\$	16.82
\$	396	\$	19.74	\$	456	\$	18.25	\$	516	\$	16.79
\$	397	\$	19.71	\$	457	\$	18.23	\$	517	\$	16.77
\$	398	\$	19.68	\$	458	\$	18.21	\$	518	\$	16.75
\$	399	\$	19.65	\$	459	\$	18.19	\$	519	\$	16.72
\$	400	\$	19.63	\$	460	\$	18.17	\$	520	\$	16.70
\$	401	\$	19.60	\$	461	\$	18.14	\$	521	\$	16.68
\$	402	\$	19.57	\$	462	\$	18.12	\$	522	\$	16.65
\$	403	\$	19.55	\$	463	\$	18.10	\$	523	\$	16.63
\$	404	\$	19.52	\$	464	\$	18.08	\$	524	\$	16.61
\$	405	\$	19.50	\$	465	\$	18.05	\$	525	\$	16.59
\$	406	\$	19.47	\$	466	\$	18.03	\$	526	\$	16.56
\$	407	\$	19.44	\$	467	\$	18.00	\$	527	\$	16.54
\$	408	\$	19.42	\$	468	\$	17.97	\$	528	\$	16.52
\$	409	\$	19.39	\$	469	\$	17.95	\$	529	\$	16.50
\$	410	\$	19.36	\$	470	\$	17.92	\$	530	\$	16.47
\$	411	\$	19.34	\$	471	\$	17.90	\$	531	\$	16.45
\$	412	\$	19.31	\$	472	\$	17.87	\$	532	\$	16.43
\$	413	\$	19.29	\$	473	\$	17.84	\$	533	\$	16.41
\$	414	\$	19.26	\$	474	\$	17.82	\$	534	\$	16.38
\$	415	\$	19.24	\$	475	\$	17.79	\$	535	\$	16.36
\$	416	\$	19.21	\$	476	\$	17.77	\$	536	\$	16.34
\$	417	\$	19.18	\$	477	\$	17.74	\$	537	\$	16.32
\$	418	\$	19.16	\$	478	\$	17.72	\$	538	\$	16.30
\$	419	\$	19.13	\$	479	\$	17.69	\$	539	\$	16.27
\$	420	\$	19.11	\$	480	\$	17.67	\$	540	\$	16.25
Fee Pe	er	Per C	apita	Fee P	er	Per	Capita	Fee Per		Per	Capita
Transp	ort	Subsi	dy	Trans	port	Sub	sidy	Transport		Subs	sidy
\$	541	\$	16.23	\$	601	\$	14.97	\$	661	\$	13.59
\$	542	\$	16.21	\$	602	\$	14.94	\$	662	\$	13.56
\$	543	\$	16.19	\$	603	\$	14.92	\$	663	\$	13.54

\$	544	\$ 16.17	\$ 604	\$ 14.90	\$ 664	\$ 13.52
\$	545	\$ 16.14	\$ 605	\$ 14.87	\$ 665	\$ 13.50
\$	546	\$ 16.12	\$ 606	\$ 14.85	\$ 666	\$ 13.48
\$	547	\$ 16.10	\$ 607	\$ 14.82	\$ 667	\$ 13.46
\$	548	\$ 16.08	\$ 608	\$ 14.80	\$ 668	\$ 13.43
\$	549	\$ 16.06	\$ 609	\$ 14.78	\$ 669	\$ 13.41
\$	550	\$ 16.04	\$ 610	\$ 14.75	\$ 670	\$ 13.39
\$	551	\$ 16.02	\$ 611	\$ 14.73	\$ 671	\$ 13.37
\$	552	\$ 16.00	\$ 612	\$ 14.70	\$ 672	\$ 13.35
\$	553	\$ 15.97	\$ 613	\$ 14.68	\$ 673	\$ 13.33
\$	554	\$ 15.95	\$ 614	\$ 14.66	\$ 674	\$ 13.31
\$	555	\$ 15.93	\$ 615	\$ 14.63	\$ 675	\$ 13.28
\$	556	\$ 15.91	\$ 616	\$ 14.61	\$ 676	\$ 13.26
\$	557	\$ 15.89	\$ 617	\$ 14.59	\$ 677	\$ 13.24
\$	558	\$ 15.87	\$ 618	\$ 14.56	\$ 678	\$ 13.22
\$	559	\$ 15.85	\$ 619	\$ 14.54	\$ 679	\$ 13.20
\$	560	\$ 15.83	\$ 620	\$ 14.52	\$ 680	\$ 13.18
\$	561	\$ 15.81	\$ 621	\$ 14.49	\$ 681	\$ 13.16
\$	562	\$ 15.79	\$ 622	\$ 14.47	\$ 682	\$ 13.14
\$	563	\$ 15.77	\$ 623	\$ 14.45	\$ 683	\$ 13.12
\$	564	\$ 15.75	\$ 624	\$ 14.42	\$ 684	\$ 13.09
\$	565	\$ 15.73	\$ 625	\$ 14.40	\$ 685	\$ 13.07
\$	566	\$ 15.71	\$ 626	\$ 14.38	\$ 686	\$ 13.05
\$	567	\$ 15.69	\$ 627	\$ 14.35	\$ 687	\$ 13.03
\$	568	\$ 15.67	\$ 628	\$ 14.33	\$ 688	\$ 13.01
\$	569	\$ 15.65	\$ 629	\$ 14.31	\$ 689	\$ 12.99
\$	570	\$ 15.63	\$ 630	\$ 14.28	\$ 690	\$ 12.97
\$	571	\$ 15.61	\$ 631	\$ 14.26	\$ 691	\$ 12.95
\$	572	\$ 15.59	\$ 632	\$ 14.24	\$ 692	\$ 12.93
\$	573	\$ 15.57	\$ 633	\$ 14.21	\$ 693	\$ 12.91
\$	574	\$ 15.55	\$ 634	\$ 14.19	\$ 694	\$ 12.89
\$	575	\$ 15.53	\$ 635	\$ 14.17	\$ 695	\$ 12.87
\$	576	\$ 15.51	\$ 636	\$ 14.15	\$ 696	\$ 12.85
\$	577	\$ 15.49	\$ 637	\$ 14.12	\$ 697	\$ 12.83
\$	578	\$ 15.47	\$ 638	\$ 14.10	\$ 698	\$ 12.80
\$	579	\$ 15.45	\$ 639	\$ 14.08	\$ 699	\$ 12.78
\$	580	\$ 15.43	\$ 640	\$ 14.05	\$ 700	\$ 12.76
\$	581	\$ 15.41	\$ 641	\$ 14.03	\$ 701	\$ 12.74
\$	582	\$ 15.39	\$ 642	\$ 14.01	\$ 702	\$ 12.72
\$	583	\$ 15.37	\$ 643	\$ 13.99	\$ 703	\$ 12.70
\$	584	\$ 15.35	\$ 644	\$ 13.96	\$ 704	\$ 12.68
\$	585	\$ 15.33	\$ 645	\$ 13.94	\$ 705	\$ 12.66
\$	586	\$ 15.31	\$ 646	\$ 13.92	\$ 706	\$ 12.64
\$	587	\$ 15.29	\$ 647	\$ 13.90	\$ 707	\$ 12.62
\$ c	588	\$ 15.27	\$ 648	\$ 13.87	\$ 708	\$ 12.60
\$ ¢	589	\$ 15.26	\$ 649	\$ 13.85	\$ 709	\$ 12.58
\$ c	590	\$ 15.24	\$ 650 651	\$ 13.83	\$ 710	\$ 12.56
\$ ¢	591	\$ 15.21	\$ 651	\$ 13.81	\$ 711	\$ 12.54
\$	592	\$ 15.19 15.16	\$ 652 653	\$ 13.78	\$ 712	\$ 12.52
\$	593	\$ 15.16	\$ 653	\$ 13.76	\$ 713	\$ 12.50

\$	594	\$	15.14	\$	654	\$	13.74	\$	714	\$	12.48
\$	595	\$	15.11	\$	655	\$	13.72	\$	715	\$	12.46
\$	596	\$	15.09	\$	656	\$	13.70	\$	716	\$	12.44
\$	597	\$	15.07	\$	657	\$	13.67	\$	717	\$	12.42
\$	598	\$	15.04	\$	658	\$	13.65	\$	718	\$	12.40
\$	599	\$	15.02	\$	659	\$	13.63	\$	719	\$	12.39
\$	600	\$	14.99	\$	660	\$	13.61	\$	720	\$	12.37
Fee P	er	Per C	apita	Fee P	er	Per	Capita	Fee Per		Per	Capita
Trans		Subsi	-	Trans	port	Sub	•	Transpo	ort	Subs	
\$	721	\$	12.35	\$	781	\$	11.25	\$	841	\$	10.29
\$	722	\$	12.33	\$	782	\$	11.23	\$	842	\$	10.27
\$	723	\$	12.31	\$	783	\$	11.21	\$	843	\$	10.26
\$	724	\$	12.29	\$	784	\$	11.20	\$	844	\$	10.24
\$	725	\$	12.27	\$	785	\$	11.18	\$	845	\$	10.23
\$	726	\$	12.25	\$	786	\$	11.16	\$	846	\$	10.22
\$	727	\$	12.23	\$	787	\$	11.14	\$	847	\$	10.20
\$	728	\$	12.21	\$	788	\$	11.13	\$	848	\$	10.18
\$	729	\$	12.19	\$	789	\$	11.11	\$	849	\$	10.16
\$	730	\$	12.17	\$	790	\$	11.09	\$	850	\$	10.13
\$	731	\$	12.15	\$	791	\$	11.08	\$	851	\$	10.11
\$	732	\$	12.13	\$	792	\$	11.06	\$	852	\$	10.09
\$	733	\$	12.12	\$	793	\$	11.04	\$	853	\$	10.06
\$	734	\$	12.10	\$	794	\$	11.03	\$	854	\$	10.04
\$	735	\$	12.08	\$	795	\$	11.01	\$	855	\$	10.02
\$	736	\$	12.06	\$	796	\$	10.99	\$	856	\$	10.00
\$	737	\$	12.04	\$	797	\$	10.98	\$	857	\$	9.97
\$	738	\$	12.02	\$	798	\$	10.96	\$	858	\$	9.95
\$	739	\$	12.00	\$	799	\$	10.94	\$	859	\$	9.93
\$	740	\$	11.98	\$	800	\$	10.93	\$	860	\$	9.91
\$	741	\$	11.96	\$	801	\$	10.91	\$	861	\$	9.88
\$	742	\$	11.95	\$	802	\$	10.90	\$	862	\$	9.86
\$	743	\$	11.93	\$	803	\$	10.88	\$	863	\$	9.84
\$	744	\$	11.91	\$	804	\$	10.86	\$	864	\$	9.82
\$	745	\$	11.89	\$	805	\$	10.85	\$	865	\$	9.79
\$	746	\$	11.87		806	\$	10.83	\$	866	\$	9.77
\$	747	\$	11.85	\$ \$	807	\$	10.81	\$	867	\$	9.75
\$ \$ \$	748	\$	11.83	\$	808	\$	10.80	\$	868	\$	9.73
	749	\$	11.82	\$	809	\$	10.78	\$	869	\$	9.70
\$ \$ \$	750	\$	11.80	\$	810	\$	10.77	\$	870	\$	9.68
\$	751	\$	11.78	\$	811	\$	10.75	\$	871	\$	9.66
\$	752	\$	11.76	\$	812	\$	10.73	\$	872	\$	9.64
	753	\$	11.74	\$	813	\$	10.72	\$	873	\$	9.61
\$ \$ \$	754	\$	11.72	\$	814	\$	10.70	\$	874	\$	9.59
\$	755	\$	11.71	\$	815	\$	10.69	\$	875	\$	9.57
\$	756	\$	11.69	\$	816	\$	10.67	\$	876	\$	9.55
\$	757	\$	11.67	\$	817	\$	10.66	\$	877	\$	9.52
\$ \$ \$	758	\$	11.65	\$	818	\$	10.64	\$	878	\$	9.50
\$	759	\$	11.63	\$	819	\$	10.62	\$	879	\$	9.48
, \$	760	\$	11.62	\$	820	\$	10.61	\$	880	\$	9.46

\$	761	\$	11.60	\$	821	\$	10.59	\$	881	\$	9.43
\$	762	\$	11.58	\$	822	\$	10.58	\$	882	\$	9.41
\$	763	\$	11.56	\$	823	\$	10.56	\$	883	\$	9.39
\$	764	\$	11.54	\$	824	\$	10.55	\$	884	\$	9.37
\$	765	\$	11.53	\$	825	\$	10.53	\$	885	\$	9.35
\$	766	\$	11.51	\$	826	\$	10.52	\$	886	\$	9.32
\$	767	\$	11.49	\$	827	\$	10.50	\$	887	\$	9.30
\$	768	\$	11.47	\$	828	\$	10.48	\$	888	\$	9.28
\$	769	\$	11.46	\$	829	\$	10.47	\$	889	\$	9.26
\$	770	\$	11.44	\$	830	\$	10.45	\$	890	\$	9.24
\$	771	\$	11.42	\$	831	\$	10.44	\$	891	\$	9.21
\$	772	\$	11.40	\$	832	\$	10.42	\$	892	\$	9.19
\$	773	\$	11.39	\$	833	\$	10.41	\$	893	\$	9.17
\$	774	\$	11.37	\$	834	\$	10.39	\$	894	\$	9.15
\$	775	\$	11.35	\$	835	\$	10.38	\$	895	\$	9.13
\$	776	\$	11.33	\$	836	\$	10.36	\$	896	\$	9.10
\$	777	\$	11.32	\$	837	\$	10.35	\$	897	\$	9.08
\$	778	\$	11.30	\$	838	\$	10.33	\$	898	\$	9.06
\$	779	\$	11.28	\$	839	\$	10.32	\$	899	\$	9.04
\$	780	\$	11.26	\$	840	\$	10.30	\$	900	\$	9.02
Fee P	er	Per C	apita	Fee P	er	Per	Capita	Fee Pe	er	Per C	Capita
Trans	port	Subsi	dy	Trans	port	Subs	sidy	Trans	oort	Subs	idy
\$	901	\$	8.99	\$	961	\$	7.72	\$	1,021	\$	6.52
\$	902	\$	8.97	\$	962	\$	7.70	\$	1,022	\$	6.50
\$	903	\$	8.95	\$	963	\$	7.68	\$	1,023	\$	6.48
\$	904	\$	8.93	\$	964	\$	7.66	\$	1,024	\$	6.46
\$	905	\$	8.91	\$	965	\$	7.64	\$	1,025	\$	6.44
\$	906	\$	8.89	\$	966	\$	7.62	\$	1,026	\$	6.42
\$	907	\$	8.86	\$	967	\$	7.60	\$	1,027	\$	6.40
\$	908	\$	8.84	\$	968	\$	7.58	\$	1,028	\$	6.38
\$	909	\$	8.82	\$	969	\$	7.56	\$	1,029	\$	6.36
\$	910	\$	8.80	\$	970	\$	7.54	\$	1,030	\$	6.35
\$	911	\$	8.78	\$	971	\$	7.52	\$	1,031	\$	6.33
\$	912	\$	8.76	\$	972	\$	7.50	\$	1,032	\$	6.31
\$	913	\$	8.73	\$	973	\$	7.48	\$	1,033	\$	6.29
\$	914	\$	8.71	\$	974	\$	7.46	\$	1,034	\$	6.27
\$	915	\$	8.69	\$	975	\$	7.44	\$	1,035	\$	6.25
\$	916	\$	8.67	\$	976	\$	7.41	\$	1,036	\$	6.23
\$	917	\$	8.65	\$	977	\$	7.39	\$	1,037	\$	6.21
\$	918	\$	8.63	\$	978	\$	7.37	\$	1,038	\$	6.19
\$	919	\$	8.61	\$	979	\$	7.35	\$	1,039	\$	6.17
\$	920	\$	8.58	\$	980	\$	7.33	\$	1,040	\$	6.15
\$	921	\$	8.56	\$	981	\$	7.31	\$	1,041	\$	6.13
\$	922	\$	8.54	\$	982	\$	7.29	\$	1,042	\$	6.12
\$	923	\$	8.52	\$	983	\$	7.27	\$	1,043	\$	6.10
\$	924	\$	8.50	\$	984	\$	7.25	\$	1,044	\$	6.08
\$	925	\$	8.48	\$	985	\$	7.23	\$	1,045	\$	6.06
\$	926	\$	8.46	\$	986	\$	7.21	\$	1,046	\$	6.04
	320	Y	00	Y	500	Y	/ · Z. I	ٻ	1,040	Y	0.04
\$	927	\$	8.43	\$	987	\$	7.19	\$	1,047	\$	6.02

\$	928	\$	8.41	\$	988	\$	7.17	\$	1,048	\$	6.00
\$	929	\$	8.39	\$	989	\$	7.15	\$	1,049	\$	5.98
\$	930	\$	8.37	\$	990	\$	7.13	\$	1,050	\$	5.96
\$	931	\$	8.35	\$	991	\$	7.11	\$	1,051	\$	5.94
\$	932	\$	8.33	\$	992	\$	7.09	\$	1,052	\$	5.93
\$	933	\$	8.31	\$	993	\$	7.07	\$	1,053	\$	5.91
\$	934	\$	8.29	\$	994	\$	7.05	\$	1,054	\$	5.89
\$	935	\$	8.26	\$	995	\$	7.03	\$	1,055	\$	5.87
\$	936	\$	8.24	\$	996	\$	7.01	\$	1,056	\$	5.85
\$	937	\$	8.22	\$	997	\$	6.99	\$	1,057	\$	5.83
\$	938	\$	8.20	\$	998	\$	6.97	\$	1,058	\$	5.81
\$	939	\$	8.18	\$	999	\$	6.95	\$	1,059	\$	5.79
\$	940	\$	8.16	\$	1,000	\$	6.93	\$	1,060	\$	5.78
\$	941	\$	8.14	\$	1,001	\$	6.91	\$	1,061	\$	5.76
\$	942	\$	8.12	\$	1,002	\$	6.89	\$	1,062	\$	5.74
\$	943	\$	8.10	\$	1,003	\$	6.87	\$	1,063	\$	5.72
\$	944	\$	8.08	\$	1,004	\$	6.85	\$	1,064	\$	5.70
\$	945	\$	8.05	\$	1,005	\$	6.83	\$	1,065	\$	5.68
\$	946	\$	8.03	\$	1,006	\$	6.81	\$	1,066	\$	5.66
\$	947	\$	8.01	\$	1,007	\$	6.79	\$	1,067	\$	5.65
\$	948	\$	7.99	\$	1,008	\$	6.77	\$	1,068	\$	5.63
\$	949	\$	7.97	\$	1,009	\$	6.75	\$	1,069	\$	5.61
\$	950	\$	7.95	\$	1,010	\$	6.73	\$	1,070	\$	5.59
\$	951	\$	7.93	\$	1,011	\$	6.72	\$	1,071	\$	5.57
\$	952	\$	7.91	\$	1,012	\$	6.70	\$	1,072	\$	5.55
\$	953	\$	7.89	\$	1,013	\$	6.68	\$	1,073	\$	5.53
\$	954	\$	7.87	\$	1,014	\$	6.66	\$	1,074	\$	5.52
\$	955	\$	7.85	\$	1,015	\$	6.64	\$	1,075	\$	5.50
\$	956	\$	7.83	\$	1,016	\$	6.62	\$	1,076	\$	5.48
\$	957	\$	7.80	\$	1,017	\$	6.60	\$	1,077	\$	5.46
\$	958	\$	7.78	\$	1,018	\$	6.58	\$	1,078	\$	5.44
\$	959	\$	7.76	\$	1,019	\$	6.56	\$	1,079	\$	5.42
\$	960	\$	7.74	\$	1,020	\$	6.54	\$	1,080	\$	5.41
Fee F	er er	Per C	apita	Fee F	Per	Per	Capita	Fee Po	er	Per 0	Capita
Trans	sport	Subsi	dy	Tran	sport	Subs	sidy	Trans	port	Subs	idy
\$	1,081	\$	5.39	\$	1,141	\$	4.33	\$	1,201	\$	3.34
\$	1,082	\$	5.37	\$	1,142	\$	4.31	\$	1,202	\$	3.32
\$	1,083	\$	5.35	\$	1,143	\$	4.29	\$	1,203	\$	3.30
\$	1,084	\$	5.33	\$	1,144	\$	4.28	\$	1,204	\$	3.29
\$	1,085	\$	5.31	\$	1,145	\$	4.26	\$	1,205	\$	3.27
\$	1,086	\$	5.30	\$	1,146	\$	4.24	\$	1,206	\$	3.26
\$	1,087	\$	5.28	\$	1,147	\$	4.22	\$	1,207	\$	3.24
\$	1,088	\$	5.26	\$	1,148	\$	4.21	\$	1,208	\$	3.23
\$	1,089	\$	5.24	\$	1,149	\$	4.19	\$	1,209	\$	3.21
\$	1,090	\$	5.22	\$	1,150	\$	4.17	\$	1,210	\$	3.19
\$	1,091	\$	5.21	\$	1,151	\$	4.16	\$	1,211	\$	3.18
\$	1,092	\$	5.19	\$	1,152	\$	4.14	\$	1,212	\$	3.16
\$	1,093	\$	5.17	\$	1,153	\$	4.12	\$	1,213	\$	3.15
\$	1,094	\$	5.15	\$	1,154	\$	4.11	\$	1,214	\$	3.13

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\$	1,095	\$	5.13	\$	1,155	\$	4.09	\$	1,215	\$	3.12
\$	1,096	\$	5.12	\$	1,156	\$	4.07	\$	1,216	\$	3.10
\$	1,097	\$	5.10	\$	1,157	\$	4.06	\$	1,217	\$	3.08
\$	1,098	\$	5.08	\$	1,158	\$	4.04	\$	1,218	\$	3.07
\$	1,099	\$	5.06	\$	1,159	\$	4.02	\$	1,219	\$	3.05
\$	1,100	\$	5.04	\$	1,160	\$	4.01	\$	1,220	\$	3.04
\$	1,101	\$	5.03	\$	1,161	\$	3.99	\$	1,221	\$	3.02
\$	1,102	\$	5.01	\$	1,162	\$	3.97	\$	1,222	\$	3.01
\$	1,103	\$	4.99	\$	1,163	\$	3.96	\$	1,223	\$	2.99
\$	1,104	\$	4.97	\$	1,164	\$	3.94	\$	1,224	\$	2.98
\$	1,105	\$	4.95	\$	1,165	\$	3.92	\$	1,225	\$	2.96
\$	1,106	\$	4.94	\$	1,166	\$	3.91	\$	1,226	\$	2.94
\$	1,107	\$	4.92	\$	1,167	\$	3.89	\$	1,227	\$	2.93
\$	1,108	\$	4.90	\$	1,168	\$	3.87	\$	1,228	\$	2.91
\$	1,109	\$	4.88	\$	1,169	\$	3.86	\$	1,229	\$	2.90
\$	1,110	\$	4.87	\$	1,170	\$	3.84	\$	1,230	\$	2.88
\$	1,111	\$	4.85	\$	1,171	\$	3.82	\$	1,231	\$	2.87
\$	1,112	\$	4.83	\$	1,172	\$	3.81	\$	1,232	\$	2.85
\$	1,113	\$	4.81	\$	1,173	\$	3.79	\$	1,233	\$	2.84
\$	1,114	\$	4.80	\$	1,174	\$	3.77	\$	1,234	\$	2.82
\$	1,115	\$	4.78	\$	1,175	\$	3.76	\$	1,235	\$	2.81
\$	1,116	\$	4.76	\$	1,176	\$	3.74	\$	1,236	\$	2.79
\$	1,117	\$	4.74	\$	1,177	\$	3.72	\$	1,237	\$	2.78
\$	1,118	\$	4.73	\$	1,178	\$	3.71	\$	1,238	\$	2.76
\$	1,119	\$	4.71	\$	1,179	\$	3.69	\$	1,239	\$	2.75
\$	1,120	\$	4.69	\$	1,180	\$	3.67	\$	1,240	\$	2.73
\$	1,121	\$	4.67	\$	1,181	\$	3.66	\$	1,241	\$	2.72
\$	1,122	\$	4.66	\$	1,182	\$	3.64	\$	1,242	\$	2.70
\$	1,123	\$	4.64	\$	1,183	\$	3.63	\$	1,243	\$	2.68
\$	1,124	\$	4.62	\$	1,184	\$	3.61	\$	1,244	\$	2.67
\$	1,125	\$	4.60	\$	1,185	\$	3.59	\$	1,245	\$	2.65
\$	1,126	\$	4.59	\$	1,186	\$	3.58	\$	1,246	\$	2.64
\$	1,127	\$	4.57	\$	1,187	\$	3.56	\$	1,247	\$	2.62
\$	1,128	\$	4.55	\$	1,188	\$	3.54	\$	1,248	\$	2.61
\$	1,129	\$	4.53	\$	1,189	\$	3.53	\$	1,249	\$	2.59
\$	1,130	\$	4.52	\$	1,190	\$	3.51	\$	1,250	\$	2.58
\$	1,131	\$	4.50	\$	1,191	\$	3.50	\$	1,251	\$	2.56
\$	1,132	\$	4.48	\$	1,192	\$	3.48	\$	1,252	\$	2.55
\$	1,133	\$	4.46	\$	1,193	\$	3.46	\$	1,253	\$	2.53
\$	1,134	\$	4.45	\$	1,194	\$	3.45	\$	1,254	\$	2.52
\$	1,135	\$	4.43	\$	1,195	\$	3.43	\$	1,255	\$	2.51
\$	1,136	\$	4.41	\$	1,196	\$	3.42	\$	1,256	\$	2.49
\$	1,137	\$	4.40	\$	1,197	\$	3.40	\$	1,257	\$	2.48
\$	1,138	\$	4.38	\$	1,198	\$	3.38	\$	1,258	\$	2.46
\$	1,139	\$	4.36	\$	1,199	\$	3.37	\$	1,259	\$	2.45
\$	1,140	\$	4.34	\$	1,200	\$	3.35	\$	1,260	\$	2.43
Fee P	'er	Per Capit	а	Fee P	'er	Per (Capita	Fee Pe	er	Per (Capita
Trans		Subsidy		Trans		Subs		Trans		Subs	
\$	1,261	\$	2.42	\$		\$		\$	1,387	\$	0.71
T	_,, _	Ŧ	_··-	τ	-, '	7		~	<u>,</u> ,	٣	J.7 ±

\$ 1,262	\$ 2.40	\$ 1,325	\$ 1.51	\$ 1,388	\$ 0.70
\$ 1,263	\$ 2.39	\$ 1,326	\$ 1.50	\$ 1,389	\$ 0.69
\$ 1,264	\$ 2.37	\$ 1,327	\$ 1.49	\$ 1,390	\$ 0.68
\$ 1,265	\$ 2.36	\$ 1,328	\$ 1.47	\$ 1,391	\$ 0.67
\$ 1,266	\$ 2.34	\$ 1,329	\$ 1.46	\$ 1,392	\$ 0.65
\$ 1,267	\$ 2.33	\$ 1,330	\$ 1.45	\$ 1,393	\$ 0.64
\$ 1,268	\$ 2.31	\$ 1,331	\$ 1.43	\$ 1,394	\$ 0.63
\$ 1,269	\$ 2.30	\$ 1,332	\$ 1.42	\$ 1,395	\$ 0.62
\$ 1,270	\$ 2.28	\$ 1,333	\$ 1.41	\$ 1,396	\$ 0.60
\$ 1,271	\$ 2.27	\$ 1,334	\$ 1.39	\$ 1,397	\$ 0.59
\$ 1,272	\$ 2.26	\$ 1,335	\$ 1.38	\$ 1,398	\$ 0.58
\$ 1,273	\$ 2.24	\$ 1,336	\$ 1.37	\$ 1,399	\$ 0.57
\$ 1,274	\$ 2.23	\$ 1,337	\$ 1.35	\$ 1,400	\$ 0.56
\$ 1,275	\$ 2.21	\$ 1,338	\$ 1.34	\$ 1,401	\$ 0.54
\$ 1,276	\$ 2.20	\$ 1,339	\$ 1.33	\$ 1,402	\$ 0.53
\$ 1,277	\$ 2.18	\$ 1,340	\$ 1.31	\$ 1,403	\$ 0.52
\$ 1,278	\$ 2.17	\$ 1,341	\$ 1.30	\$ 1,404	\$ 0.51
\$ 1,279	\$ 2.15	\$ 1,342	\$ 1.29	\$ 1,405	\$ 0.50
\$ 1,280	\$ 2.14	\$ 1,343	\$ 1.27	\$ 1,406	\$ 0.48
\$ 1,281	\$ 2.13	\$ 1,344	\$ 1.26	\$ 1,407	\$ 0.47
\$ 1,282	\$ 2.11	\$ 1,345	\$ 1.25	\$ 1,408	\$ 0.46
\$ 1,283	\$ 2.10	\$ 1,346	\$ 1.23	\$ 1,409	\$ 0.45
\$ 1,284	\$ 2.08	\$ 1,347	\$ 1.22	\$ 1,410	\$ 0.44
\$ 1,285	\$ 2.07	\$ 1,348	\$ 1.21	\$ 1,411	\$ 0.43
\$ 1,286	\$ 2.05	\$ 1,349	\$ 1.19	\$ 1,412	\$ 0.41
\$ 1,287	\$ 2.04	\$ 1,350	\$ 1.18	\$ 1,413	\$ 0.40
\$ 1,288	\$ 2.03	\$ 1,351	\$ 1.17	\$ 1,414	\$ 0.39
\$ 1,289	\$ 2.01	\$ 1,352	\$ 1.16	\$ 1,415	\$ 0.38
\$ 1,290	\$ 2.00	\$ 1,353	\$ 1.14	\$ 1,416	\$ 0.37
\$ 1,291	\$ 1.98	\$ 1,354	\$ 1.13	\$ 1,417	\$ 0.35
\$ 1,292	\$ 1.97	\$ 1,355	\$ 1.12	\$ 1,418	\$ 0.34
\$ 1,293	\$ 1.95	\$ 1,356	\$ 1.10	\$ 1,419	\$ 0.33
\$ 1,294	\$ 1.94	\$ 1,357	\$ 1.09	\$ 1,420	\$ 0.32
\$ 1,295	\$ 1.93	\$ 1,358	\$ 1.08	\$ 1,421	\$ 0.31
\$ 1,296	\$ 1.91	\$ 1,359	\$ 1.07	\$ 1,422	\$ 0.30
\$ 1,297	\$ 1.90	\$ 1,360	\$ 1.05	\$ 1,423	\$ 0.29
\$ 1,298	\$ 1.88	\$ 1,361	\$ 1.04	\$ 1,424	\$ 0.27
\$ 1,299	\$ 1.87	\$ 1,362	\$ 1.03	\$ 1,425	\$ 0.26
\$ 1,300	\$ 1.86	\$ 1,363	\$ 1.01	\$ 1,426	\$ 0.25
\$ 1,301	\$ 1.84	\$ 1,364	\$ 1.00	\$ 1,427	\$ 0.24
\$ 1,302	\$ 1.83	\$ 1,365	\$ 0.99	\$ 1,428	\$ 0.23
\$ 1,303	\$ 1.81	\$ 1,366	\$ 0.98	\$ 1,429	\$ 0.22
\$ 1,304	\$ 1.80	\$ 1,367	\$ 0.96	\$ 1,430	\$ 0.20
\$ 1,305	\$ 1.79	\$ 1,368	\$ 0.95	\$ 1,431	\$ 0.19
\$ 1,306	\$ 1.77	\$ 1,369	\$ 0.94	\$ 1,432	\$ 0.18
\$ 1,307	\$ 1.76	\$ 1,370	\$ 0.93	\$ 1,433	\$ 0.17
\$ 1,308	\$ 1.74	\$ 1,371	\$ 0.91	\$ 1,434	\$ 0.16
\$ 1,309	\$ 1.73	\$ 1,372	\$ 0.90	\$ 1,435	\$ 0.15
\$ 1,310	\$ 1.72	\$ 1,373	\$ 0.89	\$ 1,436	\$ 0.14
\$ 1,311	\$ 1.70	\$ 1,374	\$ 0.88	\$ 1,437	\$ 0.12

\$ 1,312	\$ 1.69	\$ 1,375	\$ 0.86	\$ 1,438	\$ 0.11
\$ 1,313	\$ 1.68	\$ 1,376	\$ 0.85	\$ 1,439	\$ 0.10
\$ 1,314	\$ 1.66	\$ 1,377	\$ 0.84	\$ 1,440	\$ 0.09
\$ 1,315	\$ 1.65	\$ 1,378	\$ 0.83	\$ 1,441	\$ 0.08
\$ 1,316	\$ 1.63	\$ 1,379	\$ 0.81	\$ 1,442	\$ 0.07
\$ 1,317	\$ 1.62	\$ 1,380	\$ 0.80	\$ 1,443	\$ 0.06
\$ 1,318	\$ 1.61	\$ 1,381	\$ 0.79	\$ 1,444	\$ 0.05
\$ 1,319	\$ 1.59	\$ 1,382	\$ 0.78	\$ 1,445	\$ 0.04
\$ 1,320	\$ 1.58	\$ 1,383	\$ 0.76	\$ 1,446	\$ 0.02
\$ 1,321	\$ 1.57	\$ 1,384	\$ 0.75	\$ 1,447	\$ 0.01
\$ 1,322	\$ 1.55	\$ 1,385	\$ 0.74	\$ 1,448	\$ -
\$ 1,323	\$ 1.54	\$ 1,386	\$ 0.73		

Lake Worth Regular City Council Meeting – July 11, 2017

Agenda Item No. F.7

From: Stacey Almond, City Manager

Item: Discussion on Fiscal Year 2017/18 Budget Calendar and Council goals and

priorities.

Summary:

The purpose of this agenda item is to provide an overview of the FY 2017-2018 budget process and to obtain Council goals and priorities for the next budget year. These goals and priorities will aide in the development of the proposed budget that will be presented at the August 11, 2017 work session.

- 1. Is there anything not being addressed in the current budget that you would like to see addressed in the coming year?
- 2. Are there any City services that you would like to initiate or expand in the next 12 months?
- 3. Are there any new products that you would like to include in next year's budget?

The proposed budget is placed on file for public review with the City Secretary on Friday, July 31, 2017. As stated above, a draft budget will be presented at the August 11 work session. At that time the City Council will provide additional direction and adjustments, if any, to city staff.

No further work sessions are scheduled at this time. Public hearings required for the budget and tax rate will be held on August 22nd and September 5th.

Fiscal Impact:

N/A

Attachments:

1. Fiscal Year 2017-2018 Budget Calendar

Recommended Motion or Action:

Provide staff with goals and/or priorities for Fiscal Year 2017-2018 Budget.

CITY OF LAKE WORTH – BUDGET CALENDAR FY 2017-2018

May - June	Preliminary Appraisal Roll due from Tarrant County Appraisal District
Wednesday June 28	Publish Crime Control and Prevention District (CCPD) Budget for citizen review/inspection on Friday, June 30 and Friday, July 28.
Friday June 30	Crime Control and Prevention District (CCPD) Budget on file with City Secretary's office
Wednesday July 5	Department Head reviews due to Director of Finance/City Manager **NOTE: Capital/Personnel requests NOT included**
Tuesday July 11	Crime Control and Prevention District (CCPD) Board hold Public Hearing and Adopt Budget (in accordance with CCPD Rules and Procedures)
Tuesday July 11	Regular City Council Meeting and Budget Work Session • Budget Kickoff Meeting: Budget Review, Goal Setting
Thursday July 13	LW Economic Development Corporation Adopt Budget
Wednesday July 12	Department Head reviews complete (Director of Finance/City Manager)
Tuesday July 25	Certified Rolls received from Tarrant County Appraisal District
Friday July 31	Proposed Budget placed on file with City Secretary (LGC 102.005a) file before the 30 th day before governing body levies (adopts) tax rate. (Not later than 8/12/17)
Tuesday August 8	 Submission of effective and rollback tax calculations to City Council; approval of appraisal roll; submission of certified collection rate; Vote to consider a tax revenue increase (if needed) and vote to schedule a Public Hearing on August 22 and September 5, 2017 (Special Council Meeting); Vote to schedule a Public Hearing for the Budget on August 22, 2017; Conduct Public Hearing on CCPD proposed budget and consider adoption CCPD Budget.
Thursday August 9	Publish "2017 Property Tax Rates in City of Lake Worth" (Effective & Roll Back Tax Rates) (to be published after budget submission to the City Council). (P.T.C. 26.04(e)) by August 7th or as soon thereafter as practicable
Friday August 11	 Budget Work Session Budget Review and presentation from City Staff and City Manager Update on Goal Setting
Friday August 11	Publish "Notice of Hearing on Budget" (after delivery to City Council, but at least 10 days prior to the public hearing) (L.G.C. 102.0065(a and b)). 10-30 days before public hearing
Saturday August 12	Publish "Notice of Public Hearing on Tax Increase" by this date (quarter-page notice to be published at least seven days in advance of the first hearing), if needed (P.T.C. 26.06(a)). 7 days before public hearing
Tuesday August 22	 Special Council Meeting Public Hearing on the City budget. Hearing must be held more than 15 days after the budget is filed with the City Secretary, but before the tax rate is adopted (L.G.C. 102.006(b)). 15 days or more after filing with City Secretary, but before tax levy. 1st Public Hearing on Tax Increase (if needed) After effective and rollback tax rates calculated and presented Consider approval of Economic Development Corporation Budget
Friday September 1	Tax Rate Notice on website until adopted
Tuesday September 5	Special Council Meeting 2nd Public Hearing on Tax Increase (if needed) After the public hearings and before the meeting scheduled for the vote, the governing body must publish a second quarter-page notice titled Notice of Tax Revenue Increase.
Friday September 8	Publish Notice of Tax Revenue Increase (if needed) <i>At least 3 days after 2nd public hearing;</i> Adoption must be 3 to 14 days from this date
Tuesday September 12	Regular Council Meeting Vote on Budget (must be voted on PRIOR to tax rate) Vote on Tax Rate (not less than 3 but no more than 14 days after 2nd Public Hearing) File copy of the approved budget with the City Secretary, in office of the County Clerk and State Comptroller's office after adoption.