



## **CITY OF LAKE WORTH**

### **CITY COUNCIL AGENDA**

**3805 ADAM GRUBB  
LAKE WORTH, TEXAS 76135  
TUESDAY, NOVEMBER 14, 2017**

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

Held in the City Council Chambers

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

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

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

##### **A.3 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 October 10, 2017 City Council meeting.](#)

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

**C. PUBLIC HEARINGS**

- C.1 [Public Hearing to consider Ordinance No. 1097, Planning & Zoning Case No. PZ17-06, an ordinance amending Ordinance No. 500, the Comprehensive Zoning Ordinance of the City of Lake Worth, so as to amend the approved site plan, Ordinance No. 1036, for a portion of the Lake Worth Towne Crossing Shopping Center for the addition of standalone POS \(Point of Sale\) signage throughout the center, legally known as Block 1, Lot\(s\) 2 and 5R, Lake Worth Towne Crossing Addition, Lake Worth, Tarrant County, Texas. The property to be considered is generally described as 6.9459 \(Lot 5R\) acres and 18.9200 \(Lot 2\) acres of land located on Lake Worth Blvd., Lake Worth, Texas.](#)
- C.2 [Public Hearing to consider Ordinance No. 1098, Planning & Zoning Case No. PZ17-07, 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 0.31 acre lot of land, legally known as Lot 1A, George A Joe Subdivision, Lake Worth, Tarrant County, Texas, being that all of the certain called 0.31 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 a Retail Office for the sale of shoes to a zoning designation change and land use of "PC" – Planned Commercial for the use of a Dental Office, along with a development plan and site plan approval, and by amending the Official Zoning Map to reflect such change. The property to be considered for re-zoning is generally described as a 0.31 acre lot of land located 6532 Lake Worth Blvd., Lake Worth, Texas.](#)

**D. PLANNING AND DEVELOPMENT**

- D.1 [Discuss and consider Resolution No. 1035, appointing members to the Board of Adjustment Places 1 and 3.](#)

**E. PUBLIC WORKS**

No items for this category.

**F. GENERAL ITEMS**

- F.1 [Discuss and consider award of bid for employee group health, dental, vision and basic life/AD&D Insurance for calendar year 2018 and authorize the City Manager to execute the contract.](#)
- F.2 [Discuss and consider continued City participation in the cost of employee dependent health insurance coverage at the current rate of 30%.](#)
- F.3 [Discuss and consider Ordinance No. 1099, appointment of Alexander Kim as an Associate Municipal Judge of Record.](#)

- F.4 [Discuss and consider a Service Agreement for Alexander Kim and authorize the City Manager to execute the contract.](#)
- F.5 [Discuss and consider a Service Agreement for Bill Lane, Presiding Judge and authorize the City Manager to execute the agreement](#)
- F.6 [Discuss and consider a Service Agreement for Craig Magnuson, Associate Judge and authorize the City Manager to execute the agreement.](#)
- F.7 [Discuss and consider an agreement with Lexipol, LLC, for the use of Law Enforcement Policy Manual and Daily Training Bulletins and authorize the City Manager to execute the agreement.](#)
- F.8 [Discuss and consider an agreement with Lexipol, LLC, for the use of Fire Department Policy Manual and Daily Training Bulletins and authorize the City Manager to execute the agreement.](#)
- F.9 [Discuss and consider Ordinance No. 1100, amending the FY 2016/2017 budget for Water/Sewer Fund.](#)
- F.10 [Discuss and consider Ordinance No. 1101, amending the FY 2017/2018 budget for Confiscated Property Fund.](#)
- F.11 [Discuss and consider Resolution No. 1036, establishing a fund balance commitment of animal quarantine revenues for animal control equipment and facility improvements.](#)
- F.12 [Discuss and consider Resolution No. 1037, casting the City of Lake Worth allocated votes for the nominee Marcario Belmontes for the Tarrant Appraisal District \(TAD\) Board of Directors.](#)
- F.13 [Discuss and consider an agreement with PetPoint Data Management System for managing and tracking of animal in the city shelter and authorize the City Manager to execute the contract.](#)
- F.14 [Discuss and consider a contract with Propertyroom.com for the auction of Police confiscated goods and authorize the City Manager to execute the contract.](#)
- F.15 [Discuss and consider approval of a waiver to Chapter 3, Section 3.1818 of the Sign Ordinance for ShopFest, beginning November 22, 2017 and ending December 23, 2017.](#)
- F.16 [Discuss and consider Resolution No. 1038, canvassing the returns and declaring the results of the November 7, 2017 Special Election.](#)

**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 City Manager Report(s):

1. Update Bullfrog West Fest Rodeo

H.2 Assistant City Manager/Finance Director Report(s):

1. Tree Lighting and Visit with Santa.
2. Annual Employee Christmas Dinner/Service Awards.

H.3 Public Works Director Report(s):

1. Update on City Projects

H.4 Fire Department Report(s):

1. Update Second Floor Finish-Out
2. Announcement Promotions Ceremony
3. Announcement Employee Retirement

**I. EXECUTIVE SESSION**

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

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

- I.1 [Pursuant to Section 551.071: Consultation with City Attorney to seek legal advice on Lt. Sammy Garcia complaint and pending litigation and settlement offers on Roger A. Brinlee v. City of Lake Worth, et al; Cause No. 17-295603-17.](#)

**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, November 10, 2017 at 3:00 p.m.

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City Secretary

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

**Lake Worth Regular City Council Meeting – November 14, 2017**

**Agenda Item No. B.1**

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**FROM:** Monica Solko, City Secretary

**ITEM:** Approve minutes of the October 10, 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. October 10, 2017 City Council minutes

**RECOMMENDED MOTION OR ACTION:**

Approve minutes of the October 10, 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, OCTOBER 10, 2017**

**REGULAR MEETING: 6:30 PM**

**A. CALL TO ORDER.**

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

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

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

**A.2 ROLL CALL.**

Present:	Walter Bowen	Mayor
	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
	Gary Stuard	Council, Place 6
	Clint Narmore	Council, Place 7
Staff:	Stacey Almond	City Manager
	Debbie Whitley	Assistant City Manager/Finance Director
	Monica Solko	City Secretary
	Drew Larkin	City Attorney
	Corry Blount	Police Chief
	Sean Densmore	Public Works Director
	Brandon Arellano	Fire Captain

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

There were no items for this category.

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

There were no requests to speak from the public.

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

No items were removed from the consent agenda.

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

- B.1 APPROVE MINUTES OF THE SEPTEMBER 12, 2017 CITY COUNCIL MEETING.**
- B.2 APPROVE FINANCE REPORTS FOR THE MONTH OF SEPTEMBER 2017.**
- B.3 APPROVE A CONTRACT WITH TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE (DISTRICT) FOR FIRE SERVICE PROVIDED BY THE CITY OF LAKE WORTH FIRE DEPARTMENT TO THE DISTRICT BEGINNING OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018.**
- B.4 APPROVE RESOLUTION NO. 1029, REVISING JOB DESCRIPTIONS FOR THE ASSISTANT CITY MANAGER/DIRECTOR OF FINANCE, DIRECTOR OF BUILDING DEVELOPMENT, AND DIRECTOR OF LIBRARY SERVICES.**
- B.5 APPROVE RESOLUTION NO. 1034, APPROVING THE SALE OF REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE LOCATED AT 3909, 3905, AND 3901 CARIBOU TRAIL.**

**A MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY MAYOR PRO TEM WHITE, TO APPROVE THE CONSENT AGENDA.**

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

## **C. PUBLIC HEARINGS**

Not items for this category.

## **D. PLANNING AND DEVELOPMENT**

No items for this category.

## **E. PUBLIC WORKS**

No items for this category.

## **F. GENERAL ITEMS**

### **F.1 DISCUSS AND CONSIDER ORDINANCE NO. 1096, AMENDING THE FY 2016/2017 BUDGETS FOR THE COURT SECURITY FUND AND THE DEBT SERVICE FUND.**

#### **APPROVED**

Assistant City Manager/Finance Director Debbie Whitley presented the item. The budget amendment for the Court Security Fund is necessary to cover unbudgeted bailiff costs. The bailiff duties were being performed by a reserve officer, so no funding was included in the budget for FY 2016-2017. The officer stopped being a reserve for the City in January 2017, so bailiff duties have been provided by paid officers since February 2017. The Court Security Fund reimburses the General Fund for the cost of bailiff services. The budget amendment for the Debt Service Fund is necessary due to current year property tax collection being less than budgeted. The main contributing factor to the shortfall is values used for the tax levy were less than those used to calculate the tax rate. Staff recommends approval of Ordinance No. 1096.

**A MOTION WAS MADE BY COUNCIL MEMBER FERGUSON AND SECONDED BY COUNCIL MEMBER STUARD TO APPROVE ORDINANCE NO. 1096, AMENDING THE FY 2016-2017 BUDGETS FOR THE COURT SECURITY FUND AND THE DEBIT SERVICE FUND.**

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

### **F.2 DISCUSS AND CONSIDER RESOLUTION NO. 1032, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM TO THE TEXAS GOVERNOR'S CRIMINAL JUSTICE DIVISION.**

#### **APPROVED**

Police Chief Corry Blount summarized the item. Following the high profile events such as the attack on officers of the Dallas and Dart police departments in July 2016 it became apparent that engaging a heavily armed shooter without the protection of rifle-resistant body armor had deadly consequences for the officers involved. The grant funding will provide twenty rifle resistant vests to be issued to patrol personnel. These vests will be deployed daily on each patrol shift. Staff recommends approval of Resolution No. 1032.

**A MOTION WAS MADE BY COUNCIL MEMBER NARMORE AND SECONDED BY COUNCIL MEMBER HILL TO APPROVE RESOLUTION NO. 1032, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM TO THE TEXAS GOVERNOR'S CRIMINAL JUSTICE DIVISION AS PRESENTED.**

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

**F.3 DISCUSS AND CONSIDER A RESOLUTION No. 1033, NOMINATING CANDIDATES TO THE TARRANT APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THEIR UPCOMING ELECTION.**

**NO ACTION TAKEN**

City Manager Stacey Almond summarized the item. City Council is being asked to consider a resolution, nominating candidates for the Tarrant Appraisal District (TAD) Board of Directors. The term for the TAD Board of Directors will expire in December 31, 2017 and the District has begun the election process. Nominations must be made in an open meeting by the City Council in the form of a resolution no later than October 15, 2017. If Council chooses to nominate one or more individuals for consideration, action will be necessary during this October 10th City Council meeting. TAD will distribute ballots listing all nominees submitted by Tarrant County taxing units by October 30, 2017. Council would submit votes for the nominee(s) of their choice via resolution by December 15, 2017. The five nominees receiving the largest cumulative vote totals are elected. Board members would then take office for a two-year term beginning January 1, 2018.

After a brief discussion, Council consensus was not to take action.

**NO ACTION WAS TAKEN.**

**G. MAYOR AND COUNCIL ITEMS.**

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

Mayor Walter Bowen reported the Tarrant County Mayor's Council Annual Banquet will be held at the Fort Worth Club on December 4th.

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

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

**1. Update on Employee Cookout.**

Assistant City Manager/Finance Director Debbie Whitley announced that the Employee Cookout will be on Thursday, October 19<sup>th</sup> at Charbonneau Park from 11:00 a.m. – 2:00 p.m.

## **H.2 FIRE CHIEF REPORT(S):**

### **1. Update on Fire Station 2<sup>nd</sup> Floor Finish out.**

Fire Captain Brandon Arellano updated the City Council on the Fire Station 2<sup>nd</sup> floor finish out is about 95% complete. They are looking at moving into the new space by the end of the month.

## **H.3 POLICE CHIEF REPORT(S):**

### **1. Announcement on National Night Out.**

Police Chief Corry Blount updated City Council on the National Night Out event that took place on Tuesday, October 3rd at Lake Worth Park. The event was cut short due to the weather but had a good turnout with 25 vendors and approximately 300 visitors before the rain.

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

### **1. Update on City Projects.**

Public Works Director Sean Densmore reported the following:

- Lake Worth Park Fence Project – is about 90% complete. They need to install a side gate on Field 3 and some minimal cleanup.
- Sanitary Sewer project – contractor is still working on line D which is located in the creek area behind Lakeside and Canyon.
- Charbonneau Lift Station – the contractor, engineers and pump manufacturer have come to the agreement that it is the wrong impeller on the pump. Hopefully within the next 30-60 days the right impeller will be shipped and installed. The station is up and running but the issue is the rate of flow is slower than should be.

## **I. EXECUTIVE SESSION**

- I.1 [Pursuant to Section 551.072: Deliberate the purchase, exchange, lease or value of real property located at Abstract 1741, Tract 1, Jacob Wilcox Survey and Abstract 1741, Tract 1S, Jacob Wilcox Survey.](#)
- I.2 [Pursuant to Section 551.087: Deliberate the offer of a financial or other incentive to a business prospect in relation to the potential development of real property located at Abstract 1741, Tract 1, Jacob Wilcox Survey and Abstract 1741, Tract 1S, Jacob Wilcox Survey.](#)

Mayor Bowen announced at 6:44 p.m. that the Council would adjourn into Executive Session as authorized by Chapter 551, Texas Government Code, specifically Section 551.072: Deliberate the purchase, exchange, lease or value of real property located at Abstract 1741, Tract 1 Jacob Wilcox Survey and Abstract 1741, Tract 1S, Jacob Wilcox Survey. Executive Session began at 6:45 p.m. and concluded at 7:21 p.m.

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

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

No action required as a results of Executive Session.

**K. ADJOURNMENT**

Mayor Walter Bowen adjourned the meeting at 7:21 p.m.

**APPROVED**

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

**ATTEST:**

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



## Lake Worth Regular City Council Meeting – November 14, 2017

### Agenda Item No. B.2

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

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

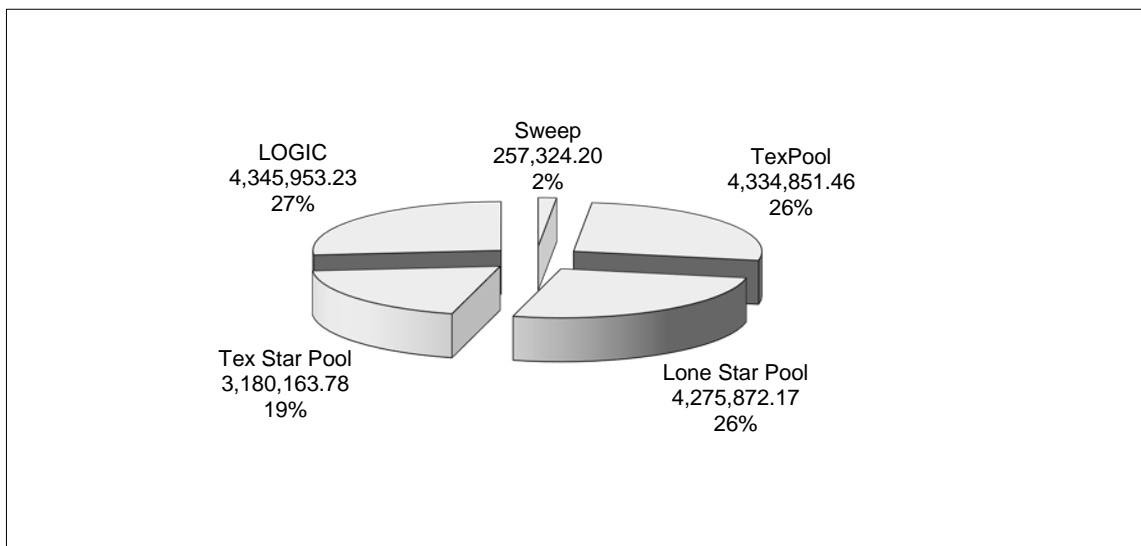
**CITY OF LAKE WORTH  
CASH POSITION  
As of October 31, 2017**

	Checking Account	TexPool	Lone Star Pool	TexStar	LOGIC	Total
General Fund	5,986.08	1,423,582.72	1,390,544.50	1,581,527.98	1,403,336.02	5,804,977.30
Park Fund	11,809.53	248,620.65			234,063.31	494,493.49
Child Safety Fund	11,829.68					11,829.68
Court Technology	9,323.62					9,323.62
Court Security Fund	23,596.02				41,505.61	65,101.63
Confiscated Property Fund	5,855.15					5,855.15
Street Maintenance	26,161.33	531,628.63	523,515.69	559,881.79	548,815.12	2,190,002.56
Crime Control	21,604.68	160,299.44	159,889.14	166,025.05		507,818.31
Economic Development		1,469,032.03	1,413,151.25		1,331,104.95	4,213,288.23
PEG Fund					65,695.77	65,695.77
Water/Sewer Fund	99,668.04	473,855.46	456,388.88		389,640.70	1,419,553.08
Debt Service	16,768.32	27,735.46	28,996.95			73,500.73
2008 CO Series		97.07		733,796.40		733,893.47
Hotel/Motel Tax Fund	24,721.75		303,385.76	138,932.56	331,791.75	798,831.82
Total All Cash & Invstments	257,324.20	4,334,851.46	4,275,872.17	3,180,163.78	4,345,953.23	16,394,164.84

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

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

Total Funds Held In Checking Accounts Subject To Overnight Sweep	\$257,324.20
<i>(Funds covered by FDIC and Pledged Collateral by Bank of Texas)</i>	
Total Funds Held In TexPool	\$4,334,851.46
<i>(NAV \$1.00 per share, 4,334,851 shares; WAM 1 day)</i>	
Total Funds Held In Lone Star Pool	\$4,275,872.17
<i>(NAV \$1.00 per share, 4,275,872 shares; WAM 1 day)</i>	
Total Funds Held In TexStar Pool	\$3,180,163.78
<i>(NAV \$1.00 per share, 3,180,164 shares; WAM 1 day)</i>	
Total Funds Held In LOGIC	\$4,345,953.23
<i>(NAV \$1.00 per share, 4,345,953 shares; WAM 1 day)</i>	
<b>Total All Funds</b>	<b>\$16,394,164.84</b>



Prepared By: *Debbie Whitley*

Date: November 4, 2017

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
<b>GENERAL FUND</b>					
Mayor/Council	16,708.00	762.95	762.95	15,945.05	5%
Administration	544,415.00	22,766.01	22,766.01	521,648.99	4%
Admin-Finance	340,518.00	15,857.69	15,857.69	324,660.31	5%
Admin-HR/Risk Mgmt	148,756.00	15,918.29	15,918.29	132,837.71	11%
Admin-Multi-Purpose Center	16,605.00	349.69	349.69	16,255.31	2%
Police	2,269,860.00	124,992.59	124,992.59	2,144,867.41	6%
Fire	1,822,199.00	189,901.29	189,901.29	1,632,297.71	10%
Street	943,342.00	38,738.65	38,738.65	904,603.35	4%
Library	255,793.00	13,555.13	13,555.13	242,237.87	5%
Parks	432,205.00	18,159.85	18,159.85	414,045.15	4%
Maintenance Dept	196,527.00	10,521.25	10,521.25	186,005.75	5%
Senior Citizens	126,645.00	5,154.05	5,154.05	121,490.95	4%
Municipal Court	237,483.00	10,999.00	10,999.00	226,484.00	5%
Animal Control	90,866.00	3,196.24	3,196.24	87,669.76	4%
Emergency Management	16,225.00	9,735.00	9,735.00	6,490.00	60%
Permits & Inspections	268,181.00	15,159.55	15,159.55	253,021.45	6%
P & I - Planning & Zoning	94,521.00	5,570.29	5,570.29	88,950.71	6%
P & I - Code Compliance	17,450.00	8.77	8.77	17,441.23	0%
Information Technology	553,374.00	32,870.00	32,870.00	520,504.00	6%
<b>Total General Fund</b>	<b>8,391,673.00</b>	<b>534,216.29</b>	<b>534,216.29</b>	<b>7,857,456.71</b>	<b>6%</b>
<b>EDC</b>					
Administration	1,134,075.00	61.11	61.11	1,134,013.89	0%
Lake Worth Area Museum	5,838.00	161.43	161.43	5,676.57	3%
<b>Total EDC</b>	<b>1,139,913.00</b>	<b>222.54</b>	<b>222.54</b>	<b>1,139,690.46</b>	<b>0%</b>
<b>WATER/SEWER FUND</b>					
Administration	987,185.00	6,216.89	6,216.89	980,968.11	1%
Water Supply	901,587.00	6,721.15	6,721.15	894,865.85	1%
Water Distribution	337,539.00	20,923.83	20,923.83	316,615.17	6%
Sewer Department	917,407.00	5,537.13	5,537.13	911,869.87	1%
<b>Total Water/Sewer</b>	<b>3,143,718.00</b>	<b>39,399.00</b>	<b>39,399.00</b>	<b>3,104,319.00</b>	<b>1%</b>
<b>TOTAL EXPENDITURES</b>	<b>12,669,466.00</b>	<b>573,676.40</b>	<b>573,676.40</b>	<b>12,095,789.60</b>	<b>5%</b>

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

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
<b>GENERAL FUND</b>					
Property Taxes	835,892.00	12,477.02	12,477.02	823,414.98	1%
Franchise Fees	460,000.00	125.96	125.96	459,874.04	0%
Sales and Beverage Taxes	4,404,000.00	0.00	0.00	4,404,000.00	0%
Fines and Warrants	459,825.00	30,076.94	30,076.94	429,748.06	7%
License & Permits	138,760.00	10,877.15	10,877.15	127,882.85	8%
Sanitation	190,200.00	15,871.45	15,871.45	174,328.55	8%
Animal Control	1,100.00	390.00	390.00	710.00	35%
Investment Income & Misc	434,734.00	54,174.55	54,174.55	380,559.45	12%
Due From Other Funds	1,175,375.00	0.00	0.00	1,175,375.00	0%
Use of Prior Year Reserves	294,369.00			294,369.00	0%
<b>Total General Fund</b>	<b>8,394,255.00</b>	<b>123,993.07</b>	<b>123,993.07</b>	<b>8,270,261.93</b>	<b>1%</b>
<b>EDC</b>					
Sales Tax	2,185,000.00	0.00	0.00	2,185,000.00	0%
Interest Income & Miscellaneous	27,675.00	0.00	0.00	27,675.00	0%
Use of Prior Year Reserves				0.00	
<b>Total EDC</b>	<b>2,212,675.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,212,675.00</b>	<b>0%</b>
<b>WATER/SEWER FUND</b>					
Water Sales	1,475,000.00	66,624.47	66,624.47	1,408,375.53	5%
Water Tap Fees	1,000.00	190.00	190.00	810.00	19%
Water Service Charge	58,000.00	5,686.09	5,686.09	52,313.91	10%
Sewer Charges	980,000.00	42,049.45	42,049.45	937,950.55	4%
Sewer Tap Fees	3,000.00		0.00	3,000.00	0%
Interest Income & Miscellaneous	40,340.00	3,386.80	3,386.80	36,953.20	8%
Transfers In	410,659.00	0.00	0.00	410,659.00	0%
Use of Prior Year Reserves	175,719.00			175,719.00	0%
<b>Total Water/Sewer Fund</b>	<b>3,143,718.00</b>	<b>117,936.81</b>	<b>117,936.81</b>	<b>3,025,781.19</b>	<b>4%</b>
<b>DEBT SERVICE FUND:</b>					
Property Tax Revenue	1,238,793.00	18,627.52	18,627.52	1,220,165.48	2%
Investment Income & Misc	3,000.00	1.47	1.47	2,998.53	0%
Transfers In	438,726.00	0.00	0.00	438,726.00	0%
Use of Prior Year Reserves				0.00	0%
<b>Total Debt Service</b>	<b>1,680,519.00</b>	<b>18,628.99</b>	<b>18,628.99</b>	<b>1,661,890.01</b>	<b>1%</b>

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

		Current % Incr or Decrease
Current Month Receipts	302,614.74	
Same Month, Last Year	307,904.81	-1.718%
Same Month, 2 Years Ago	271,696.23	11.380%
Current YTD Total	4,252,858.71	
YTD, Last Year	4,122,099.77	3.172%
YTD, 2 Years Ago	3,775,208.13	12.652%

FYE 2017 Budget is \$4,135,469

CITY OF LAKE WORTH  
PARK FUND  
**As of October 31, 2017**

REVENUE SOURCE:

UTILITY DONATIONS	832.00
DONATIONS - KIDS & TREES	0.00
DONATIONS - NAVAJO PARK	0.00
DONATIONS - RAYL PARK	0.00
DONATIONS - LAKE WORTH PARK	0.00
INVESTMENT INCOME	0.00
EDC CONTRIBUTIONS	0.00
MISCELLANEOUS	2.45
Total Revenue	<u>834.45</u>

EXPENDITURE CATEGORY:

MISCELLANEOUS	0.00
PARK MAINTENANCE	0.00
CHARBONNEAU PARK	0.00
LAKE WORTH PARK	0.00
NAVAJO PARK	0.00
GRAND LAKE PARK	0.00
REYNOLDS PARK	0.00
RAYL PARK	0.00
TELEPHONE ROAD PARK	0.00
DAKOTA PARK	0.00
EQUIPMENT PURCHASE/IMPROVEMENTS	0.00
Total Expenditure	<u>0.00</u>

REVENUE OVER EXPENDITURES 834.45

<u>CASH POSITION</u>	
CHECKING	11,809.53
INVESTMENTS	<u>482,683.96</u>
TOTAL CASH	494,493.49

CITY OF LAKE WORTH  
STREET MAINTENANCE  
October 2017

**Revenue**

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
Sales Tax	1,090,000.00	0.00	0.00	1,090,000.00	0%
Interest & Misc Income	15,200.00	7.34	7.34	15,192.66	0%
Use of Prior Yr Rsrvs					
Total Revenue	1,105,200.00	7.34	7.34	1,105,192.66	0%

**Expenditures**

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Salaries	0.00	0.00	0.00	0.00	#DIV/0!
Supplies	12,000.00	0.00	0.00	12,000.00	0%
Maintenance	439,778.00	0.00	0.00	439,778.00	0%
Services	0.00	0.00	0.00	0.00	#DIV/0!
Equipment	0.00	0.00	0.00	0.00	#DIV/0!
Transfers Out	116,640.00	0.00	0.00	116,640.00	0%
Total Expenditures	568,418.00	0.00	0.00	568,418.00	0%



CITY OF LAKE WORTH  
CCPD  
October 2017

**Revenue**

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
Sales Tax	1,075,000.00	0.00	0.00	1,075,000.00	0%
SRO Reimbursement	42,860.00	3,650.00	3,650.00	39,210.00	
Interest & Misc Income	3,000.00	7.34	7.34	2,992.66	0%
Use of Prior Yr Rsrvs					
Total Revenue	1,120,860.00	3,657.34	3,657.34	1,117,202.66	0%

**Expenditures**

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Salaries	704,631.00	36,578.39	36,578.39	668,052.61	5%
Supplies	23,950.00	0.00	0.00	23,950.00	0%
Maintenance	23,175.00	0.00	0.00	23,175.00	0%
Services	60,690.00	17,218.89	17,218.89	43,471.11	28%
Equipment	160,000.00	0.00	0.00	160,000.00	0%
Transfers Out	175,851.00	0.00	0.00	175,851.00	0%
Total Expenditures	1,148,297.00	53,797.28	53,797.28	1,094,499.72	5%

**Lake Worth City Council Meeting – November 14, 2017**

**Agenda Item No. C.1**

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

**Item:** Public Hearing to consider Ordinance No. 1097, Planning & Zoning Case No. PZ17-06, an ordinance amending Ordinance No. 500, the Comprehensive Zoning Ordinance of the City of Lake Worth, so as to amend the approved site plan, Ordinance No. 1036, for a portion of the Lake Worth Towne Crossing Shopping Center for the addition of standalone POS (Point of Sale) signage throughout the center, legally known as Block 1, Lot(s) 2 and 5R, Lake Worth Towne Crossing Addition, Lake Worth, Tarrant County, Texas. The property to be considered is generally described as 6.9459 (Lot 5R) acres and 18.9200 (Lot 2) acres of land located on Lake Worth Blvd., Lake Worth, Texas.

**Property Description:**

6.9459 (Lot 5R) and 18.9200 (Lot 2) acres of property, located at Lake Worth Blvd.

**Property Owner(s):**

RPAI Lake Worth Towne Crossing LP, 2021 Spring Road, Suite #200, Oak Brook, IL 60523

**Applicant:**

Point of Sale Outdoor Media, 2470 Dove Loop Road, Grapevine, Texas 76052

**Engineer/Surveyor:**

N/A

**Current Zoning:**

“PC” – Planned Commercial

**Current Use:**

“PC” – Planned Commercial for the use of a Shopping Center

**Existing Road(s):**

Lake Worth Blvd., Paul Meador, Azle Avenue

**Surrounding Zoning:**

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

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

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

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

Agenda Item No. C.1

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**Summary:**

The property owner is requesting to place several standalone POS (point of sale) signs throughout the shopping center. An amended site plan is being submitted to show the proposed location of the sign(s). Attached are examples of what the signage would typically look like as well. These signs are not electronic, they are high resolution pictures, which are internally lit with LED lighting within the sign itself.

On October 17, 2017 the case was heard by the Planning & Zoning Commission and was recommended for approval, by a vote of 7 to 0.

**Public Input:**

On Thursday, October, 2017, as required by State law, the City mailed out twenty-six (26) 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 Friday, September 29, 2017. We have received the following in favor/opposition to the request:

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

**Fiscal Impact:**

N/A

**Attachments:**

1. Ordinance No. 1097
2. Site Plan
3. Sign Details
4. Site Plan Amendment Application
5. Vicinity Map
6. Public Hearing Notice
7. Public Hearing Notifications (within 200' of subject property)
8. Public Comment Form(s)

**Recommended Motion or Action:**

The site plan amendment is at the discretion of the City Council.

## ORDINANCE NO. 1097

**AN ORDINANCE AMENDING ORDINANCE NO. 500, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF LAKE WORTH, AND ORDINANCE NO. 1036, BY AMENDING THE APPROVED SITE PLAN FOR A PORTION OF THE LAKE WORTH TOWNE CROSSING SHOPPING CENTER FOR THE ADDITION OF STAND ALONE POS (POINT OF SALE) SIGNAGE THROUGHOUT THE CENTER, BEING GENERALLY DESCRIBED AS A 6.9459 (LOT 5R) AND A 18.9200 (LOT 2) ACRE TRACT OF LAND BEING ALL THAT CERTAIN BLOCK 1, LOT(S) 2 AND 5R, LAKE WORTH TOWNE CROSSING ADDITION, LOCATED IN THE CITY OF LAKE WORTH, TARRANT COUNTY, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND NAMING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the owner of a 6.9459 and 18.9200 acre tract of land located in Lake Worth, Texas, has initiated an application on the hereinafter described property to amend the approved site plan; and

**WHEREAS**, a public hearing was duly held by the Planning and Zoning Commission of the City of Lake Worth on the October 17, 2017, and by the City Council of the City of Lake Worth on the November 14, 2017, with respect to the zoning described herein; and

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

**WHEREAS**, the City Council of the City of Lake Worth, Texas, does hereby deem it advisable and in the public interest to amend Ordinance No. 500, and Ordinance No. 1036, as described herein.

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

**SECTION 1.  
INCORPORATION OF PREMISES**

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

**SECTION 2.  
ORDINANCE 500 AMENDED**

Ordinance No. 500 and Ordinance No. 1036, is hereby amended by approving a site plan amendment for a portion of the Lake Worth Towne Crossing Shopping Center for the addition of standalone POS (Point of Sale) signage throughout the center and to reflect such change for the property hereinafter described below:

Zoning Case No. PZ17-06

Owner: RPAI Lake Worth Towne Crossing LP  
2021 Spring Road, Suite #200  
Oak Brook, IL 60523

Applicant: Point of Sale Outdoor Media  
2470 Dove Loop Road  
Grapevine, Texas 76051

Legal Description: Block 1, Lots 2 and 5R, Lake Worth Towne  
Crossing Addition, Lake Worth, Tarrant  
County, Texas

Property Address: Lake Worth Blvd.

Property Zoning: PC-Planned Commercial

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

**SECTION 3.  
COMPLIANCE WITH DEVELOPMENT PLAN, SITE PLAN AND ORDINANCES**

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

**SECTION 4.**  
**CUMULATIVE CLAUSE**

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

**SECTION 5.**  
**PENALTY CLAUSE**

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

**SECTION 6.**  
**SEVERABILITY**

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

**SECTION 7.**  
**SAVINGS**

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

**SECTION 8.**  
**ENGROSSMENT AND ENROLLMENT**

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

**SECTION 9.**  
**PUBLICATION**

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

**SECTION 10.  
EFFECTIVE DATE**

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

**PASSED AND APPROVED** on the 14th day of November, 2017.

**CITY OF LAKE WORTH**

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

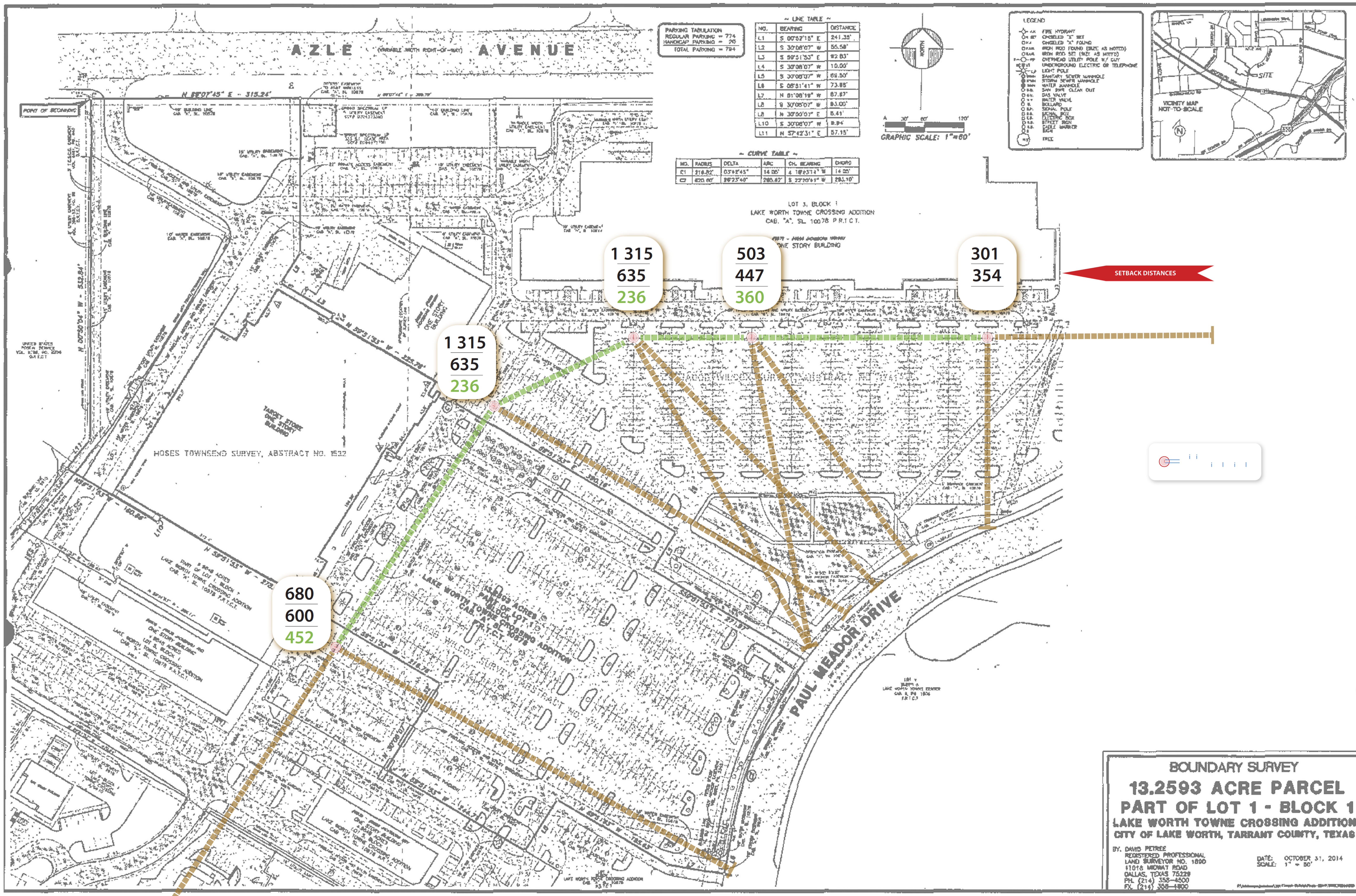
**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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





PARKING TABULATION

REGULAR PARKING	= 774
HANDICAP PARKING	= 20
TOTAL PARKING	= 794

LINE TABLE

NO.	BEARING	DISTANCE
L1	S 00°52'18" E	241.35'
L2	S 30°08'07" W	55.58'
L3	S 90°11'33" E	92.03'
L4	S 30°08'07" W	10.00'
L5	S 30°08'07" W	69.50'
L6	S 08°51'41" W	73.85'
L7	N 81°08'19" W	67.87'
L8	S 30°08'07" W	83.00'
L9	N 30°08'07" E	8.41'
L10	S 30°08'07" W	8.84'
L11	N 57°42'31" E	87.15'

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CH. BEARING	CHORD
C1	518.82'	03°24'45"	14.05'	S 18°23'11" W	14.05'
C2	820.00'	38°23'40"	280.87'	S 22°20'41" W	281.10'

- LEGEND
- PIPE HYDRANT
  - CHISELED "X" SET
  - CHISELED "X" FOUND
  - IRON ROD FOUND (SIZE AS NOTED)
  - IRON ROD SET (SIZE AS NOTED)
  - OVERHEAD UTILITY POLE W/ CUY
  - UNDERGROUND ELECTRIC OR TELEPHONE
  - LIGHT POLE
  - SANITARY SEWER MANHOLE
  - STORM SEWER MANHOLE
  - WATER MANHOLE
  - MAN HOLE CLEAN OUT
  - GAS VALVE
  - WATER VALVE
  - WELL
  - WELL CAP
  - WELL SIGN
  - ELECTRIC BOX
  - STREET SIGN
  - CABLE MARKER
  - IRON
  - PIPE



SETBACK DISTANCES



BOUNDARY SURVEY

**13.2593 ACRE PARCEL**

**PART OF LOT 1 - BLOCK 1**

**LAKE WORTH TOWNE CROSSING ADDITION**

**CITY OF LAKE WORTH, TARRANT COUNTY, TEXAS**

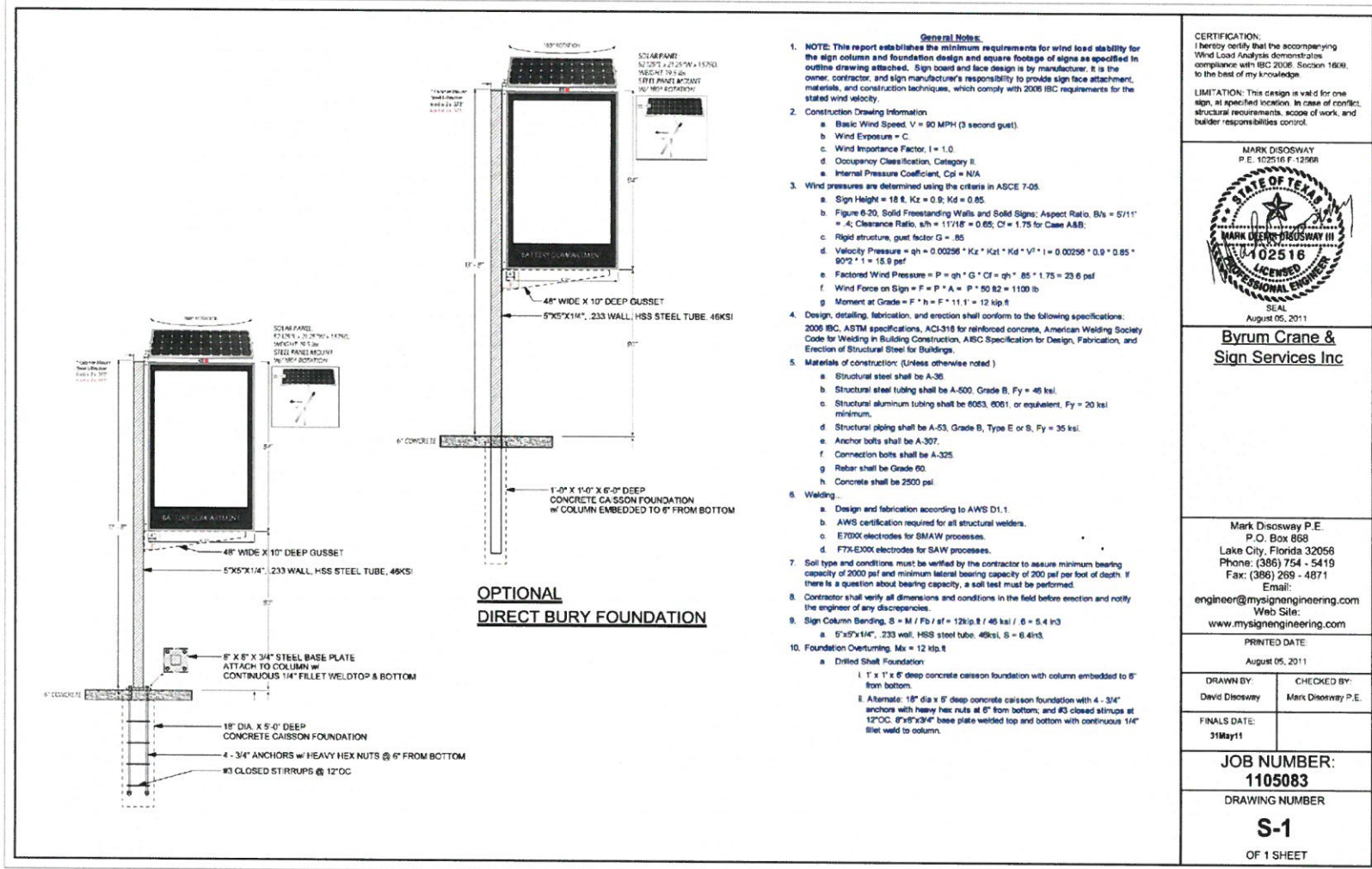
BY: DAVID PETREE  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 1850  
11018 MIDWAY ROAD  
DALLAS, TEXAS 75229  
PH: (214) 355-4200  
FX: (214) 355-4800

DATE: OCTOBER 31, 2014  
SCALE: 1" = 80'



## Section B :

## Engineering Drawing



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



## SITE PLAN AMENDMENT APPLICATION

### APPLICANT INFORMATION

Company Name: Point of Sale Outdoor Media		Contact Person: Raymond Rodriguez	
Address: 2410 DOVE LOOP RD	City: GRAPEVINE	State: TX	Zip: 76051
Phone: 817-488-7711	Fax:	Email: raymond@posoutdoor.com	

### PROPERTY OWNER INFORMATION

Company Name: RPAI		Contact Person: Daniel Upton	
Address: 1560 E. SOUTHLAKE BLVD	City: Southlake	State: TX	Zip: 76092
Phone: 972-801-6024	Fax:	Email: chase@rpai.com	

### PROPERTY INFORMATION

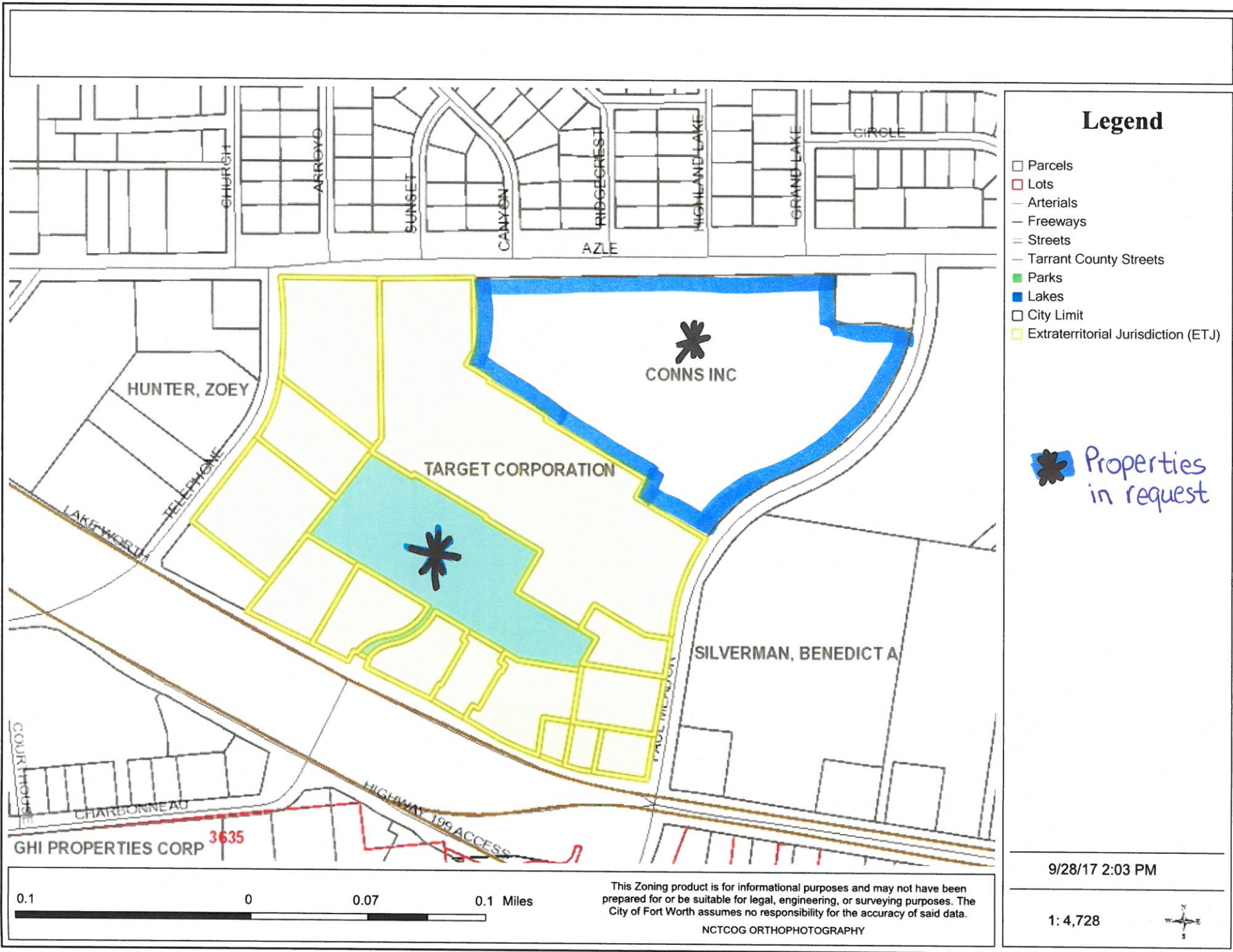
Street Address of Property: 6580 Azle Avenue			
Legal Description:	Block/Abstract:	Lot/Tract:	Addition/Survey:
Lake Worth Towne Crossing Addition, please see attached for Property Description Details			
Current Zoning: Planned Commercial		Approved Land Use: Shopping Center	
Brief Description of Requested Site Plan Change: To allow for additional signs to be located in the parking lot.			

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

Property Owner Signature: [Signature]	Date: 8/21/17
Printed Name: Daniel Upton	Title: VP Property Management

OFFICE USE ONLY			
Fee: \$275.00	Date Paid: 8.22.17	Receipt #: P17-0707	
PZ #: P217-06	Ownership Verified: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Taxes Paid: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Liens Paid: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
P & Z Meeting Date: 10.17.17	City Council Meeting Date: 11.14.17		
Ordinance #:	Site Plan Approved: <input type="checkbox"/> YES <input type="checkbox"/> NO	Date Approved: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Any Stipulations? (please attach description)





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

**SITE PLAN AMENDMENT**

You may own property within two hundred feet (200') of the property described in the notice below. The owner is requesting to amend the approved site plan, Ordinance No. 1036, for a portion of the Lake Worth Towne Crossing Shopping Center for the addition of standalone POS (Point of Sale) signage throughout the center, legally known as Block 1, Lot(s) 2 and 5R, Lake Worth Towne Crossing Addition, Lake Worth, Tarrant County, Texas. Attached you will find a map of the general location of the request. You are invited to attend and participate in the following public hearings regarding this application:

The Planning and Zoning Commission of the City of Lake Worth, Texas, will conduct the first of two public hearings at **6:30 p.m. on Tuesday, October 17, 2017**, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider recommendations to the City Council regarding an Ordinance amending Ordinance No. 500, the Comprehensive Zoning Ordinance of the City of Lake Worth, so as to amend the approved site plan, Ordinance No. 1036, for a portion of the Lake Worth Towne Crossing Shopping Center for the addition of standalone POS (Point of Sale) signage throughout the center, legally known as Block 1, Lot(s) 2 and 5R, Lake Worth Towne Crossing Addition, Lake Worth, Tarrant County, Texas. The property to be considered is generally described as 6.9459 (Lot 5R) acres and 18.9200 (Lot 2) acres of land located on Lake Worth Blvd., Lake Worth, Texas. The City Council will conduct a second Public Hearing at **6:30 p.m. on Tuesday, November 14, 2017**, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider the proposed zoning change for the above listed property. All interested parties are encouraged to attend.

(MAP ON REVERSE)

**United States Postal Service  
PO Box 667160  
Dallas, Texas 75266-7160**

**Pizza Hut of America, Inc.  
7100 Corporate Drive  
Plano, Texas 75024-4100**

**Clifford & Cassandra Weaver  
4101 Ridgecrest Circle  
Fort Worth, Texas 76135**

**3900 Telephone Road LLC  
1326 Regency Court  
Southlake, Texas 76092**

**Fast Vineyard, LLC  
5300 Camp Bowie Blvd.  
Fort Worth, Texas 76107-4840**

**Mindy Massey  
4100 Ridgecrest Circle  
Fort Worth, Texas 76135**

**Worth National Bank  
PO Box 2300  
Tulsa, OK 74192**

**Manisse K Newell  
100 Baywood Avenue  
Hillsborough, CA 94010-6904**

**Erasmo Carrillo  
4101 Highland Lake Drive  
Fort Worth, Texas 76135**

**Spirit Master Funding IV, LLC  
16767 N Perimeter Dr, Ste 210  
Scottsdale, AZ 85260**

**North Corridor Realty Ltd  
305 Spring Vlg Cr Ste 518  
Dallas, Texas 75248**

**Joy Sandra Butler  
4100 Highland Lake Drive  
Fort Worth, Texas 76135**

**RPAI Lake Worth Towne Crossing LP  
2021 Spring Road, Suite #200  
Oak Brook, IL 60523**

**Benedict A Silverman  
300 71<sup>st</sup> St Ste 448  
Miami, FL 33141**

**Martha M Stewart Est  
4101 Grand Lake Drive  
Fort Worth, Texas 76135**

**Wachovia Bank NA  
333 Market Fl 10<sup>th</sup> St  
San Francisco, CA 94105**

**Lotquest LP  
501 Audra Lane  
Savannah, Texas 76227**

**Phillip & Peggy Mickelson  
4100 Grand Lake Drive  
Lake Worth, Texas 76135**

**Target Corporation  
PO Box 9456  
Minneapolis, MN 55440-9456**

**Landon Banks Enterprises LLP  
6316 Azle Ave Ste 100  
Fort Worth, Texas 76135**

**Chick-fil-A Inc.  
5200 Buffington Road  
Atlanta, GA 30349**

**Concepcion G Clement  
4100 Sunset Trail  
Lake Worth, Texas 76135**

**Texas Taco Cabana LP  
8918 Tesoro Dr, Ste 200  
San Antonio, Teas 78217**

**Charlotte Ann Nadin  
4104 Canyon Trail  
Fort Worth, Texas 76135**

**Egg Drop, LLC  
10935 Covered Bridge Street  
Houston, Texas 77075**

**Jack Edward Watson  
5645 Creekside Circle  
Fort Worth, Texas 76106**

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

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



I am **FOR** the proposed zoning case as explained on the attached public notice for Zoning Case #PZ17-06.



I am **AGAINST** the proposed zoning case as explained on the attached public notice for Zoning Case #PZ17-06.

Date, Time and Location of Planning & Zoning Commission Meeting: **Tuesday, October 17, 2017 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Date, Time and Location of City Council Meeting: **Tuesday, November 14, 2017 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Name: CHI PROPERTIES CORP.  
(Please print)

Mailing Address: BOX 210995  
BEDFORD TX 76095

Signature: Michael Scott, AGENT

Date: 10-12-17

Property Address(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RECEIVED**

**OCT 12 2017**

sm

PLEASE TURN IN PUBLIC COMMENT FORM NO LATER THAN  
**THURSDAY, OCTOBER 12, 2017** TO BE INCLUDED IN THE AGENDA PACKET

**Lake Worth City Council Meeting – November 14, 2017**

**Agenda Item No. C.2**

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

**Item:** Public Hearing to consider Ordinance No. 1098, Planning & Zoning Case No. PZ17-07, 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 0.31 acre lot of land, legally known as Lot 1A, George A Joe Subdivision, Lake Worth, Tarrant County, Texas, being that all of the certain called 0.31 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 a Retail Office for the sale of shoes to a zoning designation change and land use of “PC” – Planned Commercial for the use of a Dental Office, along with a development plan and site plan approval, and by amending the Official Zoning Map to reflect such change. The property to be considered for re-zoning is generally described as a 0.31 acre lot of land located 6532 Lake Worth Blvd., Lake Worth, Texas.

**Property Description:**

0.31 acres of property, located at 6532 Lake Worth Blvd. (old Payless Shoe building)

**Property Owner(s):**

Egg Drop, LLC, 10935 Covered Bridge Street, Houston, Texas 77075

**Applicant:**

Egg Drop, LLC, 10935 Covered Bridge Street, Houston, Texas 77075

**Engineer/Surveyor:**

N/A

**Current Zoning/Land Use:**

“PC” – Planned Commercial for the use of a Retail Office for the sale of shoes

**Proposed Zoning/Land Use:**

“PC” – Planned Commercial for the use of a Dental Office

**Existing Road(s):**

6532 Lake Worth Blvd.

**Surrounding Zoning:**

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

South: The property to the south is State Highway 199 (Jacksboro Hwy.).

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

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

Agenda Item No. C.2

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**Summary:**

The previous tenant, Payless Shoes went out of business several months ago, and the property owner was seeking a new tenant for the location. They were approached by a Dental Office, since the property was specifically approved as a shoe store, the use had to go back before the Planning & Zoning Commission and City Council for approval. Attached you will find a development and site plan for the property with the new use requested.

On October 17, 2017 the case was heard by the Planning & Zoning Commission and was recommended for approval, by a vote of 7 to 0.

**Public Input:**

On Thursday, October, 2017, as required by State law, the City mailed out five (5) 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 Friday, September 29, 2017. We have received the following in favor/opposition to the request:

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

**Fiscal Impact:**

N/A

**Attachments:**

1. Ordinance No. 1098
2. Development Plan
3. Site Plan
4. Land Use/Development/Site Plan Application
5. Vicinity Map
6. Public Hearing Notice
7. Public Hearing Notifications (within 200' of subject property)

**Recommended Motion or Action:**

The requested zoning changes are at the discretion of the City Council.



## ORDINANCE NO. 1098

**AN ORDINANCE AMENDING ORDINANCE NO. 500, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF LAKE WORTH, AND ORDINANCE NO. 521, BY CHANGING THE ZONING DESIGNATION OF APPROXIMETLY 0.31 ACRES OF LAND, BEING GENERALLY DESCRIBED AS A 0.31 ACRE TRACT OF LAND BEING ALL THAT CERTAIN LOT 1A, GEORGE A JOE SUBDIVISION, LOCATED IN THE CITY OF LAKE WORTH, TARRANT COUNTY, TEXAS, FROM A ZONING DESIGNATION OF "PC" PLANNED COMMERCIAL FOR THE USE OF A RETAIL OFFICE FOR THE SALE OF SHOES, TO A ZONING DESIGNATION OF "PC" – PLANNED COMMERCIAL FOR THE USE OF A DENTAL OFFICE, ALONG WITH A DEVELOPMENT PLAN "EXHIBIT A" AND SITE PLAN APPROVAL "EXHIBIT B", AND BY AMENDING THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND NAMING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the owner of a 0.31 acre tract of land located in Lake Worth, Texas, has initiated an application on the hereinafter described property to re-zone same; and

**WHEREAS**, a public hearing was duly held by the Planning and Zoning Commission of the City of Lake Worth on the October 17, 2017, and by the City Council of the City of Lake Worth on the November 14, 2017, with respect to the zoning described herein; and

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

**WHEREAS**, the City Council of the City of Lake Worth, Texas, does hereby deem it advisable and in the public interest to amend Ordinance No. 500, and Ordinance No. 521, and to amend the Official Zoning Map of the City, as described herein.

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

**SECTION 1.  
INCORPORATION OF PREMISES**

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

**SECTION 2.  
ORDINANCE 500 AMENDED**

Ordinance No. 500 and Ordinance No. 521, is hereby amended by approving a change to the zoning designation from "PC" – Planned Commercial for the use of a Retail Office for the sale of shoes to a zoning designation change and land use of "PC" – Planned Commercial for the use of a Dental Office, along with a development plan and site plan approval and by amending the Official Zoning Map to reflect such change for the property hereinafter described below:

Zoning Case No. PZ17-07

Owner: Egg Drop, LLC  
10935 Covered Bridge  
Houston, Texas 77075

Applicant: Edmond Joe  
Egg Drop, LLC  
10935 Covered Bridge  
Houston, Texas 77075

Legal Description: Lot 1A, George A Joe Subdivision, Lake Worth,  
Tarrant County, Texas

Property Address: 6532 Lake Worth Blvd.

Property Zoning: PC-Planned Commercial

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

**SECTION 3.**  
**COMPLIANCE WITH DEVELOPMENT PLAN, SITE PLAN AND ORDINANCES**

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

**SECTION 4.**  
**OFFICIAL ZONING MAP AMENDED**

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

**SECTION 5.**  
**CUMULATIVE CLAUSE**

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

**SECTION 6.**  
**PENALTY CLAUSE**

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

**SECTION 7.**  
**SEVERABILITY**

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

**SECTION 8.**  
**SAVINGS**

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

**SECTION 9.  
ENGROSSMENT AND ENROLLMENT**

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

**SECTION 10.  
PUBLICATION**

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

**SECTION 11.  
EFFECTIVE DATE**

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

**PASSED AND APPROVED** on the 14th day of November, 2017.

**CITY OF LAKE WORTH**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



NOT-A-PART (RETAINING WALL ON OTHER PROPERTY)

PROPERTY LINE 100'

RETAINING WALL

58'-10"

16'-6"

CHAIN LINK FENCE SCREEN

DUMPSTER

20'-8"

27'-10"

RETAINING WALL

ADD DUMPSTER SCREENING DOORS TO ENCLOSURE

BACK DOOR

ONE STORY BLDG AREA  
3,073 SQ. FT.

BUILDING HEIGHT: 16'-6"

HVAC UNITS

FRONT DOOR

50'-8"

SIDEWALK

10' X 18'-6" STALLS

18'-6"

20'-8"

3



H.C.

RAMP

GRASS

LANDSCAPING

PAINTED STRIPING

18'-6"

4

4) 9' X 18'-6" STALLS

L.P.

CONCRETE PARKING LOT

17 PARKING SPACES

RETAINING WALL

GRASS

SIDEWALK

GRASS

40' CURB CUT

40'

SIDEWALK

GRASS

EXISTING 6' X 8' POLE SIGN APPROX. 40' HT.

LAKE WORTH BLVD. (STATE HWY. 199)

ZONING DESIGNATION: PC - PLANNED COMMERCIAL  
PROPOSED USE: DENTAL OFFICE

REVISIONS:



NORTH

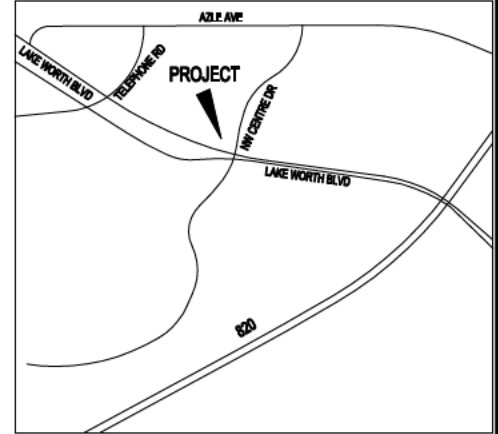
# LEGAL DESCRIPTION OF PREMISES

Lot 1, of GEORGE W. JOE SUBDIVISION, an addition to the City of Lake Worth, Tarrant County, Texas, according to the Map or Plat thereof recorded in Volume 388-151, Page 21, Map Records, Tarrant County, Texas, and being more particularly described as follows: BEGINNING at a 5/8" iron rod set for the Southwest corner of said Lot 1, said 5/8" iron rod being in the Northernly right-of-way line of State Highway No. 199 (Jackabaro Highway), and also being the Southwest corner of a 0.888 acre tract of land deeded to Bob O. Walker, as recorded in Volume 6716, Page 2132, of the Deed Records of Tarrant County, Texas; THENCE North 09 degrees 13 minutes 00 seconds East, with the East line of said 0.888 acre tract of land, a distance of 150.00 feet to a 5/8" iron rod set for the Northwest corner of said Lot 1; THENCE South 80 degrees 47 minutes 00 seconds East, a distance of 100.00 feet to a found "x" out in concrete for the Northwest corner of said Lot 1; THENCE South 09 degrees 13 minutes 00 seconds West, a distance of 150.00 feet to a 5/8" iron rod set for the Southwest corner of said Lot 1, said 5/8" iron rod also being in the Northernly right-of-way line of said State Highway No. 199; THENCE North 80 degrees 47 minutes 00 seconds East, a distance of 100.00 feet to the POINT OF BEGINNING and containing 15,000 square feet of land, more or less.

## LESS AND SAVE AND EXCEPT:

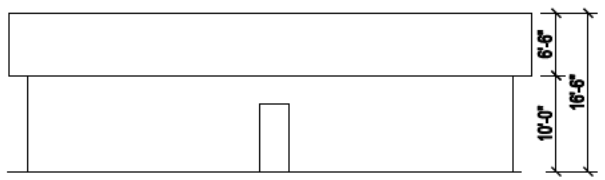
Being 1,370 feet of land, more or less, out of Lot 1, George W. Joe Subdivision to the City of Lake Worth, Tarrant County, Texas, according to a map of said subdivision recorded in Volume 388-151, Page 21 of the Deed Records of Tarrant County, Texas, and being a part of a tract which was conveyed to Investment Resource Services, Inc. by deed dated October 16, 1985 and recorded in Volume 12137, Page 1838 of the Deed Records of Tarrant County, Texas, of which 1,370 square feet of land, more or less, are more particularly described as follows: BEGINNING at a right of way marker set at the intersection of the proposed Northernly right of way line of Interstate Highway 199 and the West line of said Lot 1, said marker being South 09° 45' 40" West, a distance of 127.26 feet from a found 1/2 inch iron pin at the Northwest corner of said Lot 1, said marker also being 194.08 feet Northernly of and at right angles to centerline survey station 10136+105.05 of said Highway, said marker also being in a curve to the left whose center bears North 21° 06' 16" East; THENCE in a Southeastly direction along said proposed Northernly right-of-way line and along said curve to the left, same having a radius of 1,412.36 feet and a central angle of 04° 05' 58", a distance of 101.06 feet to a set right-of-way marker in the East line of said Lot 1; THENCE South 09° 00' 35" West (called South 09° 52' 33" West) along said East line, same being the West line of a tract of land as described in Volume 9924, Page 2281 of said Deed Records, a distance of 5.83 feet to a found 1/2 inch iron pin at the Southeast corner of said Lot 1, same being in the existing Northernly right-of-way line of State Highway 199; THENCE North 80° 53' 15" West (called North 80° 47' West) along said existing North right-of-way line, a distance of 98.73 feet (called 100.00 feet) to a found 1 inch iron pin at the Southwest corner of said Lot 1; THENCE North 09° 35' 40" East (called North 09° 13' East) along the West line of said Lot 1, same being the East line of a tract of land as described in Volume 11777, Page 436 of said Deed Records, a distance of 23.08 feet to the POINT OF BEGINNING.

LOT SIZE: 13,621 SQ. FT.  
0.31 ACRES



## LOCATION MAP

DEVELOPMENT SCHEDULE: 11/15/17 - 3/15/18



ELEVATION

<p>SHEET:</p> <p><b>A-1</b></p>	<p>TITLE:</p> <p><b>SITE PLAN</b></p> <p>SCALE: 1" = 20'</p> <p>(when printed on 8.5X11 paper)</p> <p>DATE: 9/20/17</p> <p>REVISION: 2A</p>	<p>PROJECT:</p> <p><b>6532 LAKE WORTH BLVD.</b></p> <p><b>(STATE HWY 199)</b></p> <p><b>LAKE WORTH, TX</b></p>	<p><b>Chuck Lobb - Space Planning &amp; Design</b></p> <p>4300 Alpha Road, Building 1 - Suite 100</p> <p>Dallas, Texas 75244</p> <p>As-Built Tenant Finish-Out Site Plans</p> <p>(972) 233-3333 Office (972) 233-5501 Fax chuck.lobb@verizon.net</p>	<p>Owners contact:</p> <p>Egg Drop, LLC attn: Stanley Joe</p> <p>10835 Covered Bridge Street, Houston, Texas 77075</p> <p>(713) 772-8781</p> <p>sjoe08@yahoo.com</p> <p>Tenant contact:</p> <p>Brandon Webb</p> <p>Pacific Dental Services</p> <p>2044 California Ave, Corona, CA 92881</p> <p>951.562.5756</p> <p>webb@pacdent.com</p> <p>CLIENT:</p>
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City of Lake Worth  
P & Z Department  
3805 Adam Grubb  
Lake Worth, Texas 76135  
817-237-1211 X 111 Fax 817-237-1333



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

### APPLICANT INFORMATION

Company Name: <b>EGG DROP LLC</b>		Contact Person: <b>EDMOND JOE</b>	
Address: <b>7822 FREEHOLLOW DR.</b>	City:	State:	Zip:
Phone: <b>703-772-9791</b>	Fax: <b>N/A</b>	Email: <b>edmond.j.joe@gmail.com</b>	

### PROPERTY OWNER INFORMATION

Company Name: <b>EGG DROP LLC</b>		Contact Person: <b>STANLEY JOE</b>	
Address: <b>10935 COVERED BRIDGE</b>	City: <b>HOUSTON</b>	State: <b>TX</b>	Zip: <b>77075</b>
Phone: <b>713-991-1562</b>	Fax: <b>N/A</b>	Email: <b>sjoe88@yahoo.com</b>	

### PROPERTY INFORMATION

Street Address of Property: <b>6532 LAKE WORTH Blvd., LAKE WORTH, TX</b>			
Legal Description: <b>GEORGE W. JOE</b>	Block/Abstract:	Lot/Tract: <b>LOT 1</b>	Addition/Survey:
Zoning: <b>PLAN SUBDIVISION COMMERCIAL</b>		Land Use: <b>DENTAL</b>	
Any Ordinance Waivers/ Variance Requests? (provide letter of request(s)) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Easement Required? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

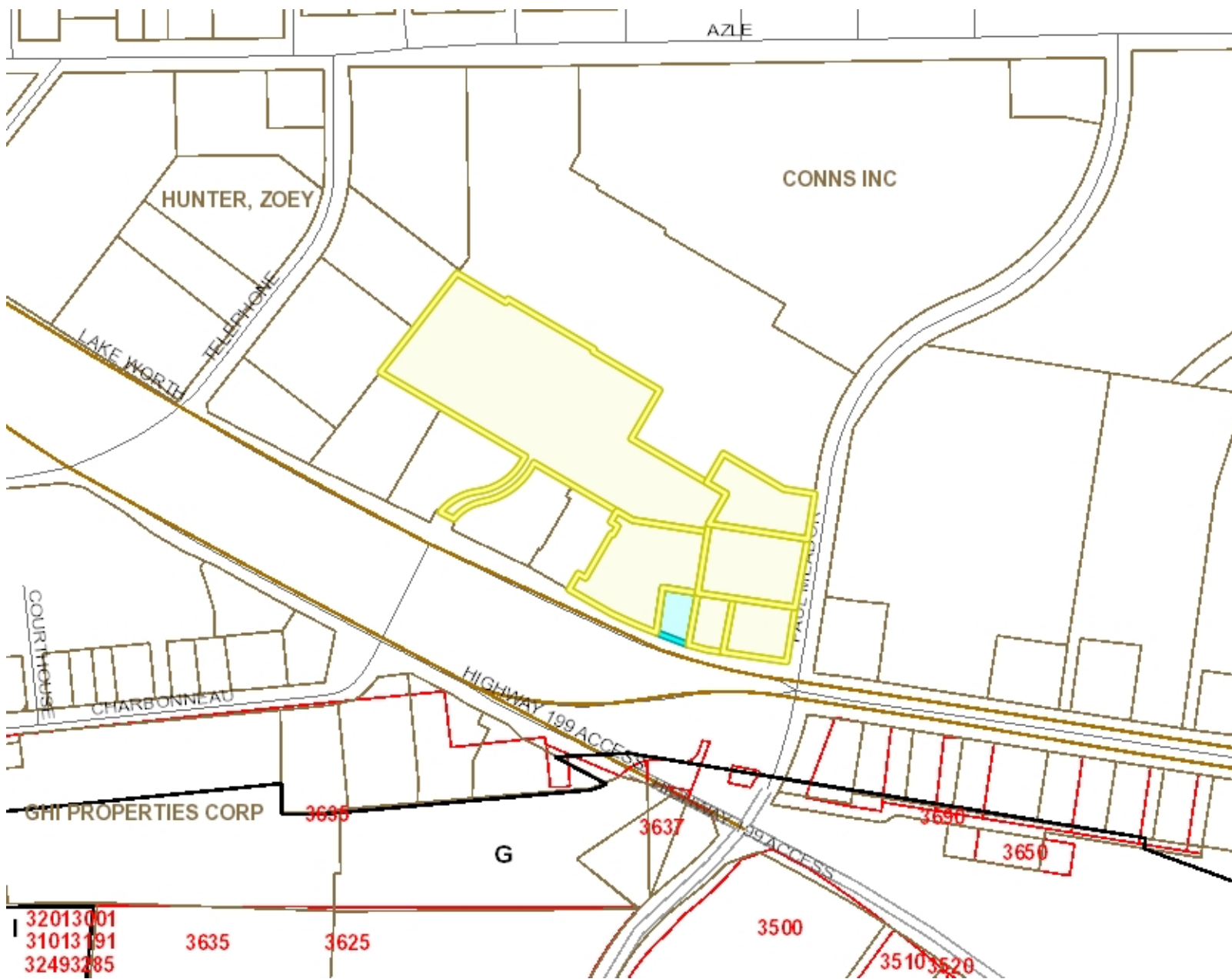
I understand that I must provide four (4) hard copies of the development, site plan & civil plans, a copy in electronic format (pdf, tif, etc.), the application, and the required fee (verify with P & Z Coordinator). I hereby certify that the information provided in this application is true and factual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

Property Owner Signature:	Date: <b>8/24/17</b>
Printed Name: <b>EDMOND JOE</b>	Title: <b>MANAGER</b>

### OFFICE USE ONLY

Fee: \$ <b>550.00</b>	Date Paid: <b>8.25.17</b>	Receipt #: <b>P17-0725</b>
PZ #: <b>P217-07</b>	Ownership Verified: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Taxes Paid: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
P & Z Meeting Date: <b>10.17.17</b>	City Council Meeting Date: <b>11.14.17</b>	Liens Paid: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Ordinance #:	Site Plan Approved: <input type="checkbox"/> YES <input type="checkbox"/> NO	Date Approved: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Any Stipulations? (please attach description)		





## Legend

- Zoning Outline
- Parcels
- Lots
- Arterials
- Freeways
- Streets
- Tarrant County Streets
- Parks
- Lakes
- City Limit
- Extraterritorial Jurisdiction (ETJ)

10/5/17 10:07 AM

1: 4,964



0.2      0      0.08      0.2 Miles

This Zoning product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. The City of Fort Worth assumes no responsibility for the accuracy of said data.

NCTCOG ORTHOPHOTOGRAPHY



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

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

You may own property within two hundred feet (200') of the property described in the notice below. The owner of the lot has made application for a zoning district change and land use designation from a zoning designation of "PC" – Planned Commercial for the use of a Retail Office for the sale of shoes to a zoning designation change and land use of "PC" – Planned Commercial for the use of a Dental Office. Attached you will find a map of the general location of the request. You are invited to attend and participate in the following public hearings regarding this application:

The Planning and Zoning Commission of the City of Lake Worth, Texas, will conduct the first of two public hearings at **6:30 p.m. on Tuesday, October 17, 2017**, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider recommendations to the City Council regarding an Ordinance amending Ordinance No. 500, the Comprehensive Zoning Ordinance of the City of Lake Worth, so as to change the zoning designation of an approximately 0.31 acre lot of land, legally known as Lot 1A, George A Joe Subdivision, Lake Worth, Tarrant County, Texas, being that all of the certain called 0.31 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 a Retail Office for the sale of shoes to a zoning designation change and land use of "PC" – Planned Commercial for the use of a Dental Office, along with a development plan and site plan approval, and by amending the Official Zoning Map to reflect such change. The property to be considered for re-zoning is generally described as a 0.31 acre lot of land located 6532 Lake Worth Blvd., Lake Worth, Texas. The City Council will conduct a second Public Hearing at **6:30 p.m. on Tuesday, November 14, 2017**, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider the proposed zoning change for the above listed property. All interested parties are encouraged to attend.

Fast Vineyard, LLC  
5300 Camp Bowie Blvd.  
Fort Worth, Texas 76107-4840

Pizza Hut of America, Inc.  
7100 Corporate Drive  
Plano, Texas 75024-4100

Egg Drop, LLC  
10935 Covered Bridge Street  
Houston, Texas 77075

RPAI Lake Worth Towne Crossing LP  
2021 Spring Road, Suite #200  
Oak Brook, IL 60523

Manisse K Newell  
100 Baywood Avenue  
Hillsborough, CA 94010-6904

## Lake Worth City Council Meeting – November 14, 2017

### Agenda Item No. D.1

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

**ITEM:** Discuss and consider Resolution No. 1035, appointing members to the Board of Adjustment Places 1 and 3.

**SUMMARY:**

Each year at the September Council meeting, the Council appoints members of the public, which have resided in the city for the minimum residency requirement to serve on the Board of Adjustment (BOA).

Places 1 and 3 are currently vacant. The terms of office for the board members serving in Places 1, 3, 5 and 7 on the Board of Adjustment will be expire on October 1, 2019 once appointed. The term of office is a two year term.

The following have submitted application for appointment:

<u>Appointments for consideration:</u>		<u>Term expiring</u>
Place 1	Wilson Daggs, Jr.	Oct. 1, 2019
Place 3	Rob Welch	Oct. 1, 2019

<u>Other Board Members whose term have not expired</u>		<u>Term expiring</u>
Place 2	Tana Wharton	Oct. 1, 2018
Place 4	Darla Scroggins	Oct. 1, 2018
Place 5	Patricia Davis	Oct. 1, 2019
Place 6 (Alternate)	Vacant	
Place 7 (Alternate)	Vacant	

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 1035
2. Board Application(s)

**RECOMMENDED MOTION OR ACTION:**

Move to approve Resolution No. 1035, appointing Wilson Daggs, Jr. to Place 1 of the Board of Adjustment, and Rob Welch to Place 3 of the Board of Adjustment with term(s) expiring October 1, 2019.



## BOARD/COMMISSION APPLICATION

### APPLICANT INFORMATION

Date: 10-22-17			
First Name: Wilson	Middle: Lee	Last Name: DAGGS Jr	
Address: [REDACTED]	City: Lake Worth	State: TX	Zip: 76135
Phone: [REDACTED]	Work: [REDACTED]	Email: [REDACTED]	Mobile: [REDACTED]
Current Employer: Retired		Position/Title:	
Employer Address:	City:	State:	Zip:

Number of years residing in Lake Worth: 17+
If you do not currently reside in Lake Worth, do you own property in Lake Worth? If so, please list all properties:

### BOARD/COMMISSION EXPERIENCE

<p>Current and past Board/Commission experience: (CHECK ALL THAT APPLY)</p> <p><input checked="" type="checkbox"/> Board of Adjustments</p> <p><input type="checkbox"/> Planning and Zoning Commission</p> <p><input type="checkbox"/> Historical Preservation Commission</p> <p><input type="checkbox"/> Library Board</p> <p><input type="checkbox"/> Economic Development Corporation</p> <p><input type="checkbox"/> Other</p> <p>If Board/Commission experience was for a city other than Lake Worth, please explain:</p>
--

**Past leadership experiences (civic clubs, sports associations, church groups, etc.) in the community; list the organization and the highest position attained:**

School Board Trustee/President 9.5 years  
Lake Worth Education Foundation VP over Finance & Governance

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



Board of Adjustments



Planning and Zoning Commission



Historical Preservation Commission



Library Board



Economic Development Corporation



Other

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

To assist city government in conducting its business.

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

Employer/Supervisor service for city of Fort Worth  
BS Degree Criminal Justice Magna Cum Laude University of Texas Arlington

### Authorization and Release

I hereby request consideration for appointment to the above Board or Commission of the City of Lake Worth, Texas. I affirm that all the information contained in this application is true and correct and that any misrepresentation, falsification, or omission shall be cause for relinquishing my role as a volunteer for the City of Lake Worth.

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

Applicant Signature:

Date:

10-22-17

### OFFICE USE

Received by City Secretary:

Date:

10/23/17

City of Lake Worth  
 3905 Adam Grubb  
 Lake Worth, Texas 76135  
 817-237-1211 Fax 817-237-1333



## BOARD/COMMISSION APPLICATION

### APPLICANT INFORMATION

Date: 10-24-2017			
First Name: ROBB	Middle: A	Last Name: WELCH	
Address: [REDACTED]	City: LAKE WORTH	State: TX	Zip: 76135
Phone: [REDACTED]	Work: -	Email: [REDACTED]	Mobile: [REDACTED]

Current Employer: GRAND PRAIRIE ISD	Position/Title: ASST. SUPERINTENDENT, BUSINESS & FINANCE		
Employer Address: 2602 S. BELT LINE RD.	City: GRAND PRAIRIE,	State: TX	Zip: 75052

Number of years residing in Lake Worth: 41
If you do not currently reside in Lake Worth, do you own property in Lake Worth? If so, please list all properties: N/A

### BOARD/COMMISSION EXPERIENCE

<p>Current and past Board/Commission experience: (CHECK ALL THAT APPLY)</p> <p><input type="checkbox"/> Board of Adjustments</p> <p><input type="checkbox"/> Planning and Zoning Commission</p> <p><input type="checkbox"/> Historical Preservation Commission</p> <p><input type="checkbox"/> Library Board</p> <p><input type="checkbox"/> Economic Development Corporation</p> <p><input checked="" type="checkbox"/> Other</p> <p>If Board/Commission experience was for a city other than Lake Worth, please explain:          TAX INCREMENT FINANCE ZONE BOARD, SOUTHLAKE, TX (2008-2015)</p>
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Past leadership experiences (civic clubs, sports associations, church groups, etc.) in the community; list the organization and the highest position attained:

WESTSIDE YMCA, FORT WORTH — BOARD, (2005-2007)

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

- ☐ 1 Board of Adjustments
- ☐ 3 Planning and Zoning Commission
- ☐ 5 Historical Preservation Commission
- ☐ 4 Library Board
- ☐ 2 Economic Development Corporation
- ☐ 6 Other

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

PROVIDE LEADERSHIP AND SUPPORT TO COMMUNITY & CITY STAFF  
AND OFFICIALS IN SERVING THIS GREAT CITY.

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

EXPERIENCE IN PUBLIC FINANCE, PLANNING/DEVELOPMENT,  
GOVERNMENTAL ADMINISTRATION.

#### Authorization and Release

I hereby request consideration for appointment to the above Board or Commission of the City of Lake Worth, Texas. I affirm that all the information contained in this application is true and correct and that any misrepresentation, falsification, or omission shall be cause for relinquishing my role as a volunteer for the City of Lake Worth.

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

Applicant Signature:

*[Signature]*

Date:

10/24/2017

#### OFFICE USE

Received by City Secretary:

Date:

**RESOLUTION NO. 1035**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH; APPOINTING MEMBERS TO THE BOARD OF ADJUSTMENT; ESTABLISHING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

**WHEREAS**, the applications for appointment have been submitted for consideration by the City Council.

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

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

**Board of Adjustment**

Wilson Daggs, Jr.    Board of Adjustment, Place 1    Term expiring October 1, 2019

Rob Welch            Board of Adjustment, Place 3    Term expiring October 1, 2019

**PASSED AND APPROVED** this the 12th day of September, 2017.

**CITY OF LAKE WORTH**

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

**ATTEST:**

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



Agenda Item No. F.1

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**From:** Danielle Hackbusch, Human Resources/Risk Management

**Item:** Discuss and consider award of contracts for employee group health, dental, vision, and basic life/AD&D insurance for calendar year 2018 and authorize the City Manager to execute the contract.

**Summary:**

Proposals for group health, dental, vision, and life insurance were solicited by the City's agent of record, Rodney Dryden, of Wellspring Insurance Agency, Inc.

Health – United Healthcare, the current health insurance provider, presented renewal pricing with an overall annual increase of 9.9%. Alternative plans from Blue Cross Blue Shield and Cigna were presented with less of an increase, but employees would be faced with reduced benefits and significant increases in their out of pocket costs. The current fiscal year budget included a 20% increase for health insurance premiums.

Dental – Met Life, the current dental insurance provider, has proposed to renew with a 3% increase in premiums for the base plan. The high plan option renewal at 9%, includes an increased annual maximum of \$2000 compared to the current \$1000 annual maximum with no budgetary impact for the city. The current fiscal year budget included a 15% increase for dental insurance premiums.

Vision – Superior Vision, the current vision insurance provider, has proposed to renew with a 0% increase in premiums and a three (3) year rate guarantee. The current fiscal year budget included a 0% increase for vision insurance premiums.

Basic Life/AD&D – MetLife, the current basic life/ad&d provider, presented a renewal with a minimal annual increase of 9% (\$693 annually) for current benefits. The market did not yield a more favorable option for the city. The current fiscal year budget included a 15% increase for basic life/ad&d insurance premiums.

Specific information/documentation has been included in the packets for review by Council. Staff and the Agent of Record will be available to answer questions from Council.

Agenda Item No. F.1

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**Fiscal Impact:**

See attached Wellspring Insurance Agency, Inc. letter of recommendation. Costs are subject to fluctuation based on enrollment.

**Attachments:**

1. Wellspring Insurance Agency, Inc. letter of recommendation and summary of employee group insurance products.

**Recommended Motion or Action:**

To award the health insurance renewal to United Healthcare at the renewal rates quoted for base plan 'AG21', buy up plan 'AG19', and the alternative HSA plan 'AGX7'; the dental insurance renewal to MetLife at the quoted rates; the vision insurance renewal to Superior Vision at the quoted rates, and the basic life/ad&d insurance renewal to MetLife at the quoted rates and authorize the City Manager to execute the contract documents.



Rodney Dryden

November 7, 2017

Ms. Danielle Hackbusch  
Human Resources Director/Risk Manager  
City of Lake Worth  
3805 Adam Grubb  
Lake Worth, TX. 76135

Dear Ms. Hackbusch:

Thank you for the opportunity to submit this proposal to the City of Lake Worth for Employee Medical, Dental, Vision and Basic Life/AD&D/Dependent Life insurance. Additionally, I thank you for the information and insights that you provided concerning the employee benefit plans sponsored by the City. It has been very useful in preparing my proposal.

Following the instructions in your *Request for Proposals* and our subsequent discussions, we have conducted an exhaustive search of the insurance marketplace and prepared a comprehensive proposal for your review. Below is a summary of our proposal.

Our goal in selecting employee insurance providers was:

1. Provide equivalent benefits as currently offered to City Employees.
2. Offer a comprehensive provider network representative of the Lake Worth and surrounding area.
3. Offer an excellent reputation with respect to financial rating, customer service and claims payments.
4. Offer the most competitive cost available, and hopefully, a cost that represents either no increase or a small increase over current cost.

The City currently provides Medical, Dental, Vision and Basic Life/Accidental Death and Dismemberment and Dependent Life insurance and Freshbenies. Below is an analysis and recommendations for each of these lines of insurance coverage:

#### **MEDICAL**

The current medical provider is **United Healthcare**. Our 2017 Medical Loss Ratio (Claims versus Premiums) is 66%. We have three (6) large claims (in excess of \$15,000). Although our current loss ratio is good, the risk characteristics are not favorable. The renewal presented by United Healthcare represents an increase of 9.9% compared to current. The 9.9% increase represents an \$84,003 overall increase of which approximately \$71,000 is City cost. Because of emerging claims United Healthcare was unwilling to negotiate the renewal increase. Alternative plans were offered, but employees would be faced with significant increases in their cost at the time of service.

The RFP provided underwritten plans and pricing from Blue Cross Blue Shield and Cigna, while TML, Scott and White, Humana and Aetna declined to offer a proposal. Blue Cross Blue Shield provided the most aggressively priced options, however, the benefits offered increase the liability and risk to covered employees and dependents. The plans offered by Blue Cross represent a 0% increase when compared to current cost, with reduced benefits for your employees compared to the current plans provided by United Healthcare.

**Based upon my review of the proposed plans and alternates with you, the City Manager, Finance Director and City Secretary, my recommendation is to renew the current United Healthcare plans, offering a base Plan of a \$1,000 deductible, a buy up option with a \$500 deductible and offer an HSA eligible plan with a total annual cost of \$932,512.32.**

#### **DENTAL**

The current dental provider is Met Life. The City offers employees a dual option Low PPO/High PPO dental plan. The City pays the employee-only premium for the Low Plan and employees have the option of “buying-up” to the High plan if they choose. Met Life has offered the City renewal pricing for the Low Plan that represents a 3%. The increase to the City based upon current enrollment is \$410 annually. The renewal cost for the High Plan is also 3% increase, but upon your request we have secured a proposal for a High Plan option with an increased annual maximum of \$2,000 which translates to an increase on the High Plan of 9%. Proposals were received from other providers, with the most competitively priced options received from Principal. The proposed plan from Principal represents a reduction in cost to the City of approximately \$3,000 annually, but the cost of the proposed increase in benefit for the High Plan makes the Principal proposal 3% less than the MetLife High Plan.

**My recommendation is to renew the dental insurance with Met Life at a total annual cost of \$42,393.24 and a cost to the City of \$14,113.32.**

#### **VISION**

Our current vision provider is Superior Vision and they have proposed a 0% price increase for the 2018 plan year and a three (3) year rate guarantee. We have also secured proposals from a number of other providers, but none have offered like benefits that represent any cost savings.

**My recommendation is to renew our vision plan with Superior Vision at an annual cost of \$8,389.20 with a cost to the City of \$5,282.64.**

#### **BASIC LIFE/ACCIDENTAL DEATH AND DISMEMBERMENT/DEPENDENT LIFE**

The current provider is MetLife, the renewal presented by MetLife represent an annual increase of \$693 for current benefits. The market did not yield a more favorable option for the City.

**My recommendation is to renew Basic Life/AD&D/Dependent Life insurance with Met Life, with a total annual cost of \$7,913.14 which represents an annual increase of \$693.**

Ms. Danielle Hackbusch  
November 7, 2017  
Page 3

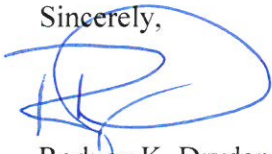
**FRESHBENIES**

In 2016 the City implemented this program and since January of 2016 the City has saved over \$90,000 in claims by your employees using the Teledoc feature of the program. The cost of this benefit is \$9.50 per employee per month.

My recommendation is that the City continue Freshbenies, the City and its employees continue to benefit from this program.

I shall be pleased to answer any questions which you may have regarding this report or any of the enclosures. Thank you for the privilege to serve the City of Lake Worth.


Sincerely,

A handwritten signature in blue ink, appearing to be "Rodney K. Dryden", written over a large, loopy blue oval.


Rodney K. Dryden  
President



# CITY OF FORT WORTH MEDICAL - JANUARY 2018

	"Base Plan"	Buy-Up	"Buy-Down"	"Base Plan"	Buy-Up	"Buy-Down"
	UHC AG2I "BASE PLAN"	UHC AG19 "BUY-UP"	UHC-AG-X7 HSA	UHC AG2I "BASE PLAN"	UHC AG19 "BUY-UP"	UHC-AG-X7 HSA
Coinsurance	80%	100% EPO	100% EPO	80%	100% EPO	100% EPO
Deductible Ind/Fam	\$1000/\$2000	\$500/\$1000	\$3000/\$6,000	\$1000/\$2000	\$500/\$1000	\$3000/\$6,000
Office Copay/HCA	\$25/\$25/\$50	\$25/\$25/\$50	100% AD	\$25/\$25/\$50	\$25/\$25/\$50	100% AD
RX Benefit	\$10/\$35/\$60	\$10/\$30/\$50	\$10/\$35/\$60 AD	\$10/\$35/\$60	\$10/\$30/\$50	\$10/\$35/\$60 AD
Coinsurance/ OOP Max	\$4000/\$8000	\$2000/\$4000	\$4000/\$8000	\$4000/\$8000	\$2000/\$4000	\$4000/\$8000
<b>Employee Count:</b>	<b>84 Enrolled</b>			<b>84 Enrolled</b>		
Employee Only	43	10	8	43	10	8
Employee Spouse	4	1	1	4	1	1
Employee Child(ren)	13	2	1	13	2	1
Employee Family	1	0	0	1	0	0
	61	13	10	61	13	10
<b>Billed Rates:</b>	<b>CURRENT RATES</b>			<b>RENEWAL RATES</b>		
Employee Only	\$656.97	\$759.48	\$556.06	\$722.01	\$834.67	\$611.11
Employee Spouse	\$1,445.31	\$1,670.83	\$1,223.31	\$1,588.40	\$1,836.25	\$1,344.42
Employee Child(ren)	\$1,215.37	\$1,405.01	\$1,028.69	\$1,335.69	\$1,544.11	\$1,130.53
Employee Family	\$2,102.24	\$2,430.26	\$1,779.34	\$2,310.36	\$2,670.86	\$1,955.49
<b>Percent Change</b>				<b>109.9%</b>	<b>109.9%</b>	<b>109.9%</b>
Total Monthly Premium	\$51,933.00	\$12,075.65	\$6,700.48	\$57,074.36	\$13,271.17	\$7,363.83
Total Annual Premium	\$623,196.00	\$144,907.80	\$80,405.76	\$684,892.32	\$159,254.04	\$88,365.96
Combine Annual Premium	\$848,509.56			\$932,512.32		
<b>City Cost</b>	<b>\$716,620.72</b>			<b>\$787,566.13</b>		
<b>Total Percent Change</b>					109.9%	
<b>Employer Monthly Cost</b>	<b>100% EO Cost &amp; 30% of Dep Cost for Base Plan</b>					
Employee Only	\$656.97	\$656.97	\$656.97	\$722.01	\$722.01	\$722.01
Employee Spouse	\$893.47	\$893.47	\$893.47	\$981.93	\$981.93	\$981.93
Employee Child(ren)	\$824.49	\$824.49	\$824.49	\$906.11	\$906.11	\$906.11
Employee Family	\$1,090.55	\$1,090.55	\$1,090.55	\$1,198.52	\$1,198.52	\$1,198.52
<b>Employee Cost Per Pay Period (24)</b>						
Employee Only	\$0.00	\$51.26	-\$50.46	\$0.00	\$56.33	-\$55.45
Employee Spouse	\$275.92	\$388.68	\$164.92	\$303.24	\$427.16	\$181.25
Employee Child(ren)	\$195.44	\$290.26	\$102.10	\$214.79	\$319.00	\$112.21
Employee Family	\$638.88	\$669.85	\$344.39	\$702.12	\$736.17	\$378.49

# CITY OF LAKE WORTH DENTAL JANUARY 2018

VOLUNTARY DENTAL	CURRENT	CURRENT	RENEWAL	RENEWAL	Alt 1	Renewal
	MetLife High	MetLife Low	MetLife High	MetLife Low	MetLife High	MetLife Low
Deductible Ind/Fam	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150
Preventative/Diagnostic	100%	80%	100%	80%	100%	80%
Basic Services	80%	50%	80%	50%	80%	50%
Major Services	50%	30%	50%	30%	50%	30%
Annual Max Per Member	\$1,000	\$750	\$1,000	\$750	\$2,000	\$750
Ortho Lifetime Max	\$1,000	NA	\$1,000	NA	\$1,000	NA
Out of Network Benefit	90% UCR	NA	90% UCR	NA	90% UCR	NA
<b>Employee Count:</b>	<b>83</b>		<b>83</b>		<b>83</b>	
Employee Only	24	20	24	20	24	20
Employee Spouse	6	3	6	3	6	3
Employee Child(ren)	10	4	10	4	10	4
Employee Family	8	8	8	8	8	8
	48	35	48	35	48	35
<b>Billed Rates:</b>						
Employee Only	\$31.36	\$13.76	\$32.30	\$14.17	\$35.00	\$14.17
Employee Spouse	\$63.06	\$27.54	\$64.65	\$28.37	\$67.80	\$28.37
Employee Child(ren)	\$65.40	\$29.19	\$67.36	\$30.07	\$70.36	\$30.07
Employee Family	\$101.46	\$45.06	\$104.50	\$46.41	\$109.50	\$46.41
Total Premium	\$31,160.16	\$10,020.72	\$32,072.40	\$10,320.84	\$33,916.80	\$10,320.84
Percent Change			103%	103%	109%	103%
City Cost		\$13,704.96		\$14,113.32		\$14,113.32
<b>Employee Semi-Monthly Cost</b>						
Employee Only	\$8.80	\$0.00	\$9.07	\$0.00	\$10.42	\$0.00
Employee Spouse	\$24.65	\$6.89	\$25.24	\$7.10	\$26.82	\$7.10
Employee Children	\$25.82	\$7.72	\$26.60	\$7.95	\$28.10	\$7.95
Employee Family	\$43.85	\$15.65	\$45.17	\$16.12	\$47.67	\$16.12



## CITY OF LAKE WORTH VISION- JANUARY 2018

	Current	Renewal
	Superior	Superior
Frequency	12/12/24	12/12/24
Exam/Materials Copay	\$10/\$20	\$10/\$20
Materials Copay/Allowance	\$20up to \$100	\$20up to \$100
Frames Allowance	\$130.00	\$130.00
Contact Lenses Allowance	\$130.00	\$130.00
<b>Employee Count:</b>		
Employee Only	48	48
Employee Spouse	12	12
Employee Child(ren)	11	11
Employee Family	16	16
	87	87
<b>Billed Rates:</b>		
Employee Only	\$5.06	\$5.06
Employee Spouse	\$9.16	\$9.16
Employee Child(ren)	\$9.78	\$9.78
Employee Family	\$14.92	\$14.92
Total Premium	\$8,389.20	\$8,389.20
Percent Change	100%	100%
City Cost	\$5,282.64	\$5,282.64
<b>Employee Cost Per Pay</b>		
Employee Only	\$0.00	\$0.00
Employee Spouse	\$2.05	\$2.05
Employee Child(ren)	\$2.36	\$2.36
Employee Family	\$4.93	\$4.93





# CITY OF LAKE WORTH

<b>BASIC LIFE/ADD</b>	<b>Current</b>	<b>Renewal</b>	<b>Neg. Ren</b>	<b>MARKET 1</b>	<b>MARKET 2</b>	<b>MARKET 3</b>	<b>MARKET 4</b>	<b>MARKET 5</b>
	<b>Met Life</b>	<b>MetLife</b>	<b>Metl Life</b>	<b>Guardian</b>	<b>Dearborn</b>	<b>Sun Life</b>	<b>Hartford</b>	<b>UHC</b>
<b>Class 1: Life &amp; AD&amp;D Amount</b>	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
<b>GI Amount</b>	\$50,000	\$50,000	\$50,000	\$25,000	\$50,000	\$25,000	\$50,000	\$50,000
<b>Monthly Rate</b>	0.114	0.130	0.127	0.200	0.155	0.210	0.176	0.190
<b>Volume</b>	\$4,282,500	\$4,282,500	\$4,282,500	\$4,282,500	\$4,282,500	\$4,282,500	\$4,282,500	\$4,282,500
<b>Monthly Premium</b>	\$488.15	\$556.66	\$543.81	\$856.40	\$663.71	\$899.22	\$753.63	\$813.58
<b>AD&amp;D Rate</b>	0.027	0.027	0.027	0.027	0.027	0.030	0.027	0.020
<b>Monthly Premium</b>	\$115.61	\$115.61	\$115.61	\$115.61	\$115.61	\$128.46	\$115.61	\$85.64
<b>Monthly Premium</b>	\$603.76	\$672.27	\$659.43	\$972.01	\$779.32	\$1,027.68	\$869.25	\$899.22
<b>Total Life Premium</b>	<b>\$7,245.14</b>	<b>\$8,067.29</b>	<b>\$7,913.14</b>	<b>\$11,664.17</b>	<b>\$9,351.89</b>	<b>\$12,332.16</b>	<b>\$10,430.95</b>	<b>\$10,790.64</b>
<b>Percent Change</b>		111%	109%	161%	129%	170%	144%	149%

Prudential, Lincoln, Unum, Cigna, Boston Mutual, Standard declined to quote

# CITY OF LAKE WORTH- HEALTHCARE COST HISTORY 2015- 2018

3 Year  
Average



	Plan Year 2015	Plan Year 2016	2017	2018	
Current Annual Premium	\$949,393	<b>\$949,393.00</b>	<b>\$839,403.00</b>	<b>\$848,509.00</b>	
Initial Renewal Increase		27%	37%	9.9%	25%
Initial Renewal Premium		\$1,224,714	\$1,154,743	\$932,512	
Total Percentage Premium					
Change current Plans after Bidding		17%	27%	9.9%	18%
Negotiated Renewal		<b>\$1,110,797</b>	<b>\$1,070,755</b>	<b>\$932,512</b>	
Value of Negotiation if current plan was renewed		\$114,000	\$84,000	\$0	\$ 66,000
Premium Selected Provider		\$869,178	\$839,403	\$932,512	
Average Cost Change		-\$80,000	\$0	\$84,000	\$ 1,333
<b>Final Percentage Change</b>		<b>-7%</b>	<b>0%</b>	<b>9.90%</b>	<b>1.0%</b>
Selected Provider		BCBS	UHC	UHC	
City Base Plan		80/60 \$1000 Ded	80/60 \$1000 Ded	80/60 \$1000 Ded	
Employee	\$712	\$652	\$657	\$722	1%
Employee Spouse	\$1,565	\$1,433	\$1,445	\$1,588	1%
Employee Child(ren)	\$1,316	\$1,205	\$1,216	\$1,335	1%
Employee Family	\$2,277	\$2,085	\$2,102	\$2,310	1%

\*\* Beginning in 2011 3.45% of total premium cost are directly related to Health Insurer Fee & Reinsurance as mandated by Healthcare Reform

**Lake Worth City Council Meeting – November 14, 2017**

**Agenda Item No. F.2**

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**From:** Stacey Almond, City Manager

**Item:** Discuss and consider continued City participation in the cost of employee dependent health insurance coverage at the current rate of 30%.

**Summary:**

For many years, the City has contributed to the cost of employee dependent health insurance coverage. The contribution has been 30% for the last several years. Staff is requesting that the contribution continue at the current rate of 30% of the dependent premium cost. There are currently a total of 24 employees who cover one or more dependents.

**Fiscal Impact:**

Based on the United Health Care renewal recommended in item F1, and using the current enrollment levels, the cost of 30% participation in dependent premium costs for calendar year 2018 is \$59,422 for all funds. The funding for dependent premium costs is included in the approved budget for fiscal year ending September 30, 2018.

**Attachments:**

None

**Recommended Motion or Action:**

Move to approve continued City participation in the cost of employee dependent health insurance coverage at the current rate of 30%.

**Lake Worth City Council Meeting – November 14, 2017**

**Agenda Item No. F.3**

---

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

**Item:** Discuss and consider Ordinance No. 1099, appointment of Alexander Kim as an Associate Municipal Court Judge of Record.

**Summary:**

Pursuant to Section 8.06 of the City Charter, the judge of municipal court shall be appointed by the City Council for a term of two years. The judge shall be a resident of this state, a citizen of the United States, and an attorney in good standing licensed to practice in the State of Texas, with two or more years experience in the practice of law in the State. The Council shall fix the compensation for the judge in accordance with State law and such compensation shall never be based on the fines assessed or collected.

Staff recommends appointment for a two-year term. There will be no compensation for this position.

**Fiscal Impact:**

N/A

**Attachments:**

1. Ordinance No. 1099

**Recommended Motion or Action:**

Move to approve Ordinance No. 1099, appointment of Associate Judge Alexander Kim for a two-year term.

**ORDINANCE NO. 1099**

**AN ORDINANCE OF THE CITY OF LAKE WORTH,  
TEXAS, APPOINTING AN ASSOCIATE MUNICIPAL  
COURT JUDGE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is of great benefit to the City of Lake Worth to have an experienced associate municipal court judge sit on the bench of the municipal court of the City of Lake Worth when the municipal court judge cannot attend court; and

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

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

**SECTION 1.** THAT, it is hereby found that the office of associate municipal court judge of the City of Lake Worth is of benefit to the State of Texas and to the City of Lake Worth and that there is no conflict between the office of the associate municipal judge of Lake Worth and the office of municipal judge in any other city.

**SECTION 2.** THAT, Alexander Kim is hereby appointed as an associate municipal judge of the City of Lake Worth for a two-year term beginning November 14, 2017 and expiring on November 14, 2019.

**SECTION 3.** THAT, this ordinance shall be effective immediately upon adoption.

**PASSED AND APPROVED** on the 14th day of November, 2017.

**CITY OF LAKE WORTH**

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

**ATTEST:**

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

Lake Worth City Council Meeting – November 14, 2017

Agenda Item No. F.4

---

**From:** Natacha Valdez, Court Director

**Item:** Discuss and consider a service agreement for Alexander Kim, Associate Judge and authorize the City Manager to execute the agreement.

**Summary:**

This is an agreement for services for the Associate Judge, Alexander Kim. The agreement outlines Judge Kim's duties and responsibilities.

**Fiscal Impact:**

N/A

**Attachments:**

1. Service Agreement

**Recommended Motion or Action:**

Move to approve a service agreement with Alexander Kim, Associate Judge and authorize the City Manager to execute the agreement.

## **ASSOCIATE MUNICIPAL COURT JUDGE AGREEMENT**

This Associate Municipal Court Judge Agreement (“Agreement”) is made by and between the City of Lake Worth, Texas (“City”) and Alexander Kim (“Associate Judge”), for the purpose of documenting the terms and conditions under which Associate Judge will serve as an associate municipal court judge of the Municipal Court of Record in the City of Lake Worth (“Court”). City and Associate Judge may sometimes hereafter be referred to collectively as the “parties” or individually as a “party.”

### **Section 1. Term and Termination**

- a. The term of this Agreement shall be effective on the date of mutual execution hereof and shall terminate on the two-year anniversary of Presiding Judge’s appointment by the City Council, which is November 14, 2019, unless sooner terminated as provided in this Agreement.
- b. The Associate Judge shall serve at the pleasure of the City Council. This Agreement and the Associate Judge’s services may be terminated at any time by the City Council, in compliance with state law and the City’s Home Rule Charter (“City Charter”). Upon termination, neither party shall have any further obligation to the other under this Agreement or for the termination thereof. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Associate Judge at any time in accordance with state law.

### **Section 2. Duties**

- a. The Associate Judge shall preside over the Court and perform all duties set forth below in accordance with the schedule promulgated by the Presiding Judge.
- b. The Associate Judge shall perform the functions and duties specified in the applicable sections of the City Charter and City Ordinances, and shall perform such other legally permissible and proper duties and functions as the City shall assign from time to time.
- c. The Associate Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas.
- d. The Associate Judge is required to keep abreast of state law and local ordinances, including state-mandated fees for the Court. Although a recognized function of judicial discretion, the Associate Judge shall endeavor to enforce the laws consistently and within suggested state guidelines and pursuant to the Standing Orders, and shall be uniform and consistent in the implementation of the judicial policy in accordance with state law and local ordinances. The Associate Judge shall apply the law and enter judgments in accordance with state law and local

ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under the law. Judicial discretion shall only be applied where allowed under the law.

- e. The Associate Judge shall be available to sign documents when scheduled to do so by the Presiding Judge or in exigent circumstances when requested by the Court Director.

### **Section 3. Standing Orders**

- a. The City Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances. Therefore, the Associate Judge shall utilize the “Bench Book” produced by the Texas Municipal Courts Education Center.
- b. The Presiding Judge shall promulgate and maintain judicial policies and procedures for insertion into “Standing Order” which addresses the daily administration of the Court and trial procedures for matters such as dismissals, installment payments, deferred disposition, and continuances. The Standing Orders shall be signed by the Presiding Judge and any changes to the Stating Orders must be in writing and acknowledged by the Associate Judge. Court clerks will not enforce oral policies.
- c. The Associate Judge shall adhere to the Standing Orders.

### **Section 4. Compensation**

- a. There is no compensation for this position.
- b. The City understands and agrees that certain judicial training is mandated by the State of Texas for the Associate Judge. The City is willing to pay for such training and associated expenses, provided that the Court Director and City Manager, in their sole discretion, have approved such costs in writing in advance of any such training.

### **Section 5. General Provisions**

- a. This Agreement shall constitute the entire agreement between the parties. This Agreement may not be amended unless in writing and approved by the Associate Judge and the City Council.
- b. This Agreement shall be governed by the laws of the State of Texas and exclusive venue for any proceeding related to this Agreement shall be in Tarrant County, Texas.



- c. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- d. The Associate Judge shall be, at all times and for all purposes, an independent contractor of the City, as that term is defined by Texas legal authority. The Associate Judge agrees that no property right shall be created by the execution of this Agreement.

**ACKNOWLEDGED AND ACCEPTED:**

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Alexander Kim

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Stacey Almond, City Manager  
City of Lake Worth, Texas

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Date Signed

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Date Signed

**Lake Worth City Council Meeting – November 14, 2017**

**Agenda Item No. F.5**

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**From:** Natacha Valdez, Court Director

**Item:** Discuss and consider a service agreement for Bill Lane, Presiding Judge and authorize the City Manager to execute the contract.

**Summary:**

This is an agreement for services for the Presiding Judge, Bill Lane. The agreement outlines Judge Lanes duties and responsibilities.

**Fiscal Impact:**

1. \$1000.00 per monthly (budgeted for FY 2017-2018)

**Attachments:**

1. Service Agreement Letter

**Recommended Motion or Action:**

Move to approve a service agreement with Bill Lane, Presiding Judge and authorize the City Manager to execute the agreement.

## **PRESIDING MUNICIPAL COURT JUDGE AGREEMENT**

This Presiding Municipal Court Judge Agreement (“Agreement”) is made by and between the City of Lake Worth, Texas (“City”) and William “Bill” Lane (“Presiding Judge”), for the purpose of documenting the terms and conditions under which Presiding Judge will serve as the presiding municipal court judge of the Municipal Court of Record in the City of Lake Worth (“Court”). City and Presiding Judge may sometimes hereafter be referred to collectively as the “parties” or individually as a “party.”

### **Section 1. Term and Termination**

- a. The term of this Agreement shall be effective on the date of mutual execution hereof and shall terminate on the two-year anniversary of Presiding Judge’s appointment by the City Council, which is April 30, 2019, unless sooner terminated as provided in this Agreement.
- b. The Presiding Judge shall serve at the pleasure of the City Council. This Agreement and the Presiding Judge’s services may be terminated at any time by the City Council, in compliance with State law and the City’s Home Rule Charter (“City Charter”). Upon termination, neither party shall have any further obligation to the other under this Agreement or for the termination thereof; provided, however, that Presiding Judge will be entitled to payment for services rendered up to the date of termination, which shall be a prorated amount of the monthly flat fee described below. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Presiding Judge at any time in accordance with law.

### **Section 2. Duties**

- a. The Presiding Judge shall preside over the Court and perform all duties set forth below.
- b. The Presiding Judge shall perform the functions and duties specified in the applicable sections of the City Charter and City Ordinances, and shall perform such other legally permissible and proper duties and functions as the City shall assign from time to time.
- c. The Presiding Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas.
- d. The Presiding Judge is required to keep abreast of state law and local ordinances, including state-mandated fees for the Court. Although a recognized function of judicial discretion, the Presiding Judge shall endeavor to enforce the laws consistently and within suggested state guidelines and shall be uniform and consistent in the implementation of the judicial policy in accordance with state law and local ordinances. The Presiding Judge shall apply the law and enter judgments

in accordance with state law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under the law. Judicial discretion shall only be applied where allowed under the law.

### **Section 3. Standing Orders**

- a. The City Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances. Therefore, the Presiding Judge shall utilize the “Bench Book” produced by the Texas Municipal Courts Education Center.
- b. The Presiding Judge shall promulgate and maintain judicial policies and procedures for insertion into “Standing Order” which addresses the daily administration of the Court and trial procedures for matters such as dismissals, installment payments, deferred disposition, and continuances. The Standing Orders shall be signed by the Presiding Judge and any changes to the Stating Orders must be in writing and acknowledged by the Associate Judge(s) of the Court. Court clerks will not enforce oral policies.
- c. The Presiding Judge shall adhere to the Standing Orders.

### **Section 4. Municipal Court**

- a. Court shall convene the third Wednesday of every month, unless otherwise noted in advance and in writing by Presiding Judge, after consultation with the Court Director and the Court Prosecutor.
- b. Court shall commence promptly for scheduled docket times on designated court dates. The Presiding Judge shall make every effort to take the bench and convene court dockets at the designated docket time.

### **Section 5. Arraignments**

- a. The Presiding Judge will be the alternate judge to be “On Call” for arraignments. Changes to the “On Call” status of the Associate Judge shall be made by agreement between the Presiding Judge and any Associate Judge; any modification to the schedule shall be submitted to the Court and to the Police Department, in writing, including the effective date, seven (7) days (or within a reasonable amount of time) prior to any previously established schedule, excluding exigent circumstances. It is the responsibility of each judge to notify the Court and the Police Department of current telephone numbers and locations where the “On Call” judge can be reached while on duty if said number or locations are different from any such numbers or locations on file.

- b. When “On Call,” the Presiding Judge must use best efforts to return calls within thirty (30) minutes.

**Section 6. Compensation**

- a. As compensation for all required services, as outlined above, the City agrees to pay the Presiding Judge a flat rate of One Thousand Dollars (\$1000.00) per month.
- b. The Presiding Judge shall send a bill to the City once per month not later than the fifth day of each month.
- c. The City shall pay the Presiding Judge once per month within twenty-one (21) days from the date the invoice is received by the City.
- d. The City understands and agrees that certain judicial training is mandated by the State of Texas for the Presiding Judge. The City is willing to pay for such training and associated expenses, provided that the Court Director and City Manager, in their sole discretion, have approved such costs in writing in advance of any such training.

**Section 7. General Provisions**

- a. This Agreement shall constitute the entire agreement between the parties. This Agreement may not be amended unless in writing and approved by Presiding Judge and the City Council.
- b. This Agreement shall be governed by the laws of the State of Texas and exclusive venue for any proceeding related to this Agreement shall be in Tarrant County, Texas.
- c. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- d. The Presiding Judge shall be, at all times and for all purposes, an independent contractor of the City, as that term is defined by Texas legal authority. The Presiding Judge agrees that no property right shall be created by the execution of this Agreement.

**ACKNOWLEDGED AND ACCEPTED:**

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William “Bill” Lane

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Stacey Almond, City Manager  
City of Lake Worth, Texas

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Date Signed

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Date Signed

**Lake Worth City Council Meeting – November 14, 2017**

**Agenda Item No. F.6**

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**From:** Natacha Valdez, Court Director

**Item:** Discussion and consideration of service agreement for Craig Magnuson, Associate Judge and authorize the City Manager to execute the contract.

**Summary:**

This is an agreement for services for the Associate Judge, Craig Magnuson. The agreement outlines Judge Magnuson duties and responsibilities.

**Fiscal Impact:**

1. \$1,000 per month (approved FY 2017-2018 budget)

**Attachments:**

1. Service Agreement

**Recommended Motion or Action:**

Move to approve a service agreement with Craig Magnuson, Associate Judge and authorize the City Manager to execute the contract.

## **ASSOCIATE MUNICIPAL COURT JUDGE AGREEMENT**

This Associate Municipal Court Judge Agreement (“Agreement”) is made by and between the City of Lake Worth, Texas (“City”) and Craig Magnuson (“Associate Judge”), for the purpose of documenting the terms and conditions under which Associate Judge will serve as an associate municipal court judge of the Municipal Court of Record in the City of Lake Worth (“Court”). City and Associate Judge may sometimes hereafter be referred to collectively as the “parties” or individually as a “party.”

### **Section 1. Term and Termination**

- a. The term of this Agreement shall be effective on the date of mutual execution hereof and shall terminate on the two-year anniversary of Associate Judge’s appointment by the City Council, which is June 30, 2018, unless sooner terminated as provided in this Agreement.
- b. The Associate Judge shall serve at the pleasure of the City Council. This Agreement and the Associate Judge’s services may be terminated at any time by the City Council, in compliance with state law and the City’s Home Rule Charter (“City Charter”). Upon termination, neither party shall have any further obligation to the other under this Agreement or for the termination thereof, provided, however, that Associate Judge will be entitled to payment for services rendered up to the date of termination, which shall be a prorated amount of the monthly flat fee described below. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Associate Judge at any time in accordance with state law.

### **Section 2. Duties**

- a. The Associate Judge shall preside over the Court and perform all duties set forth below in accordance with the schedule promulgated by the Presiding Judge.
- b. The Associate Judge shall perform the functions and duties specified in the applicable sections of the City Charter and City Ordinances, and shall perform such other legally permissible and proper duties and functions as the City shall assign from time to time.
- c. The Associate Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas.
- d. The Associate Judge is required to keep abreast of state law and local ordinances, including state-mandated fees for the Court. Although a recognized function of judicial discretion, the Associate Judge shall endeavor to enforce the laws consistently and within suggested state guidelines and pursuant to the Standing Orders, and shall be uniform and consistent in the implementation of the judicial



policy in accordance with state law and local ordinances. The Associate Judge shall apply the law and enter judgments in accordance with state law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under the law. Judicial discretion shall only be applied where allowed under the law.

- e. The Associate Judge shall be available to sign documents when scheduled to do so by the Presiding Judge or in exigent circumstances when requested by the Court Director.

### **Section 3. Standing Orders**

- a. The City Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances. Therefore, the Associate Judge shall utilize the “Bench Book” produced by the Texas Municipal Courts Education Center.
- b. The Presiding Judge shall promulgate and maintain judicial policies and procedures for insertion into “Standing Order” which addresses the daily administration of the Court and trial procedures for matters such as dismissals, installment payments, deferred disposition, and continuances. The Standing Orders shall be signed by the Presiding Judge and any changes to the Standing Orders must be in writing and acknowledged by the Associate Judge. Court clerks will not enforce oral policies.
- c. The Associate Judge shall adhere to the Standing Orders.

### **Section 4. On Call Procedures**

- a. The Associate Judge will be “On Call” for arraignments. Changes to the “On Call” status of the Associate Judge shall be made by agreement between the Presiding Judge and any associate judge; any modification to the schedule shall be submitted to the Court and to the Police Department, in writing, including the effective date, seven (7) days (or within a reasonable amount of time) prior to any previously established schedule, excluding exigent circumstances. It is the responsibility of each judge to notify the Court and the Police Department of current telephone numbers and locations where the “On Call” judge can be reached while on duty if said number or locations are different from any such numbers or locations on file.
- b. When “On Call,” the Associate Judge must use best efforts to return calls within thirty (30) minutes.

## **Section 5. Arraignments**

- a. Jail arraignments shall be performed on a daily basis in accordance with the rules in the Standing Orders and all applicable state and federal laws. An officer shall be made available for assisting with arraignments. The schedule for arraignments must be followed except in times of emergency or upon advance written notice.
- b. All paperwork from jail arraignments must be properly completed. The Associate Judge shall ensure that no judicially-inputted information is omitted on judgments, warrants or probable cause affidavits. Any documents prepared by City staff that are not properly completed will be returned for correction by the Associate Judge; however, this shall in no way be read to create a duty for the Associate Judge to correct the document or to give legal advice to City staff.
- c. The Associate Judge shall be available when “On Call” to sign warrants, probable cause affidavits or emergency arraignments (such as for medical emergencies) at times other than as scheduled, or for times outside the normal business day of 8:00 a.m. to 5:00 p.m. The Police Department shall use all reasonable efforts to ensure that each situation receives immediate judicial attention.

## **Section 6. Compensation**

- a. As compensation for all required services, as outlined above, the City agrees to pay the Associate Judge a flat rate of One Thousand Dollars (\$1000.00) per month.
- b. The Associate Judge shall send a bill to the City once per month not later than the fifth day of each month.
- c. The City shall pay the Associate Judge once per month within twenty-one (21) days from the date the invoice is received by the City.
- d. The City understands and agrees that certain judicial training is mandated by the State of Texas for the Associate Judge. The City is willing to pay for such training and associated expenses, provided that the Court Director and City Manager, in their sole discretion, have approved such costs in writing in advance of any such training.

## **Section 7. General Provisions**

- a. This Agreement shall constitute the entire agreement between the parties. This Agreement may not be amended unless in writing and approved by Associate Judge and the City Council.

- b. This Agreement shall be governed by the laws of the State of Texas and exclusive venue for any proceeding related to this Agreement shall be in Tarrant County, Texas.
- c. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- d. The Associate Judge shall be, at all times and for all purposes, an independent contractor of the City, as that term is defined by Texas legal authority. The Associate Judge agrees that no property right shall be created by the execution of this Agreement.

**ACKNOWLEDGED AND ACCEPTED:**

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Craig Magnuson

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Stacey Almond, City Manager  
City of Lake Worth, Texas

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Date Signed

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Date Signed

**Agenda Item No. F.7**

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**From:** Corry Blount, Chief of Police

**Item:** Discuss and consider an agreement with Lexipol, LLC for the use of Law Enforcement Policy Manual and Daily Training Bulletins and authorize the City Manager to execute the agreement.

**Summary:**

A police department's policy manual serves as the backbone for all department operations. Department policies and general orders serve as the "who are we going to be" guidelines for agency behaviors and service expectations. These policies are a living document and address all aspects of department operations, our code of conduct and serve to guide our personnel in their day-to-day business. Lexipol offers digital policy manual management and regular policy updates as best practices, federal and state laws evolve and change. In addition, Lexipol offers state specific policies written to the Texas Police Chief's Best Practices program.

These policies are proven to reduce the number of claims paid by agencies that have adopted them versus pre-Lexipol implementation. The system allows real-time editing, dissemination and acknowledgement of individual policies and further allows for real-time policy tracking and supervisory accountability by staff.

**Fiscal Impact:**

Although the CCPD FYE 2018 budget did not include this item, a budget review indicated that it can be added without increasing total budgeted expenses, due to the fact that there are two positions (detective and patrol officer) that were not filled as of November 1, 2017, resulting in savings for salaries and related costs of approximately \$11,000. This item will be added to future budgets going forward.

**Attachments:**

1. Lexipol Contract

**Recommended Motion or Action:**

Move to approve an agreement with Lexipol, LLC for the use of Law Enforcement Policy Manual and Daily Training Bulletins and authorize the City Manager to execute the agreement.



## AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

**Agency's Name:** Lake Worth Police Department

**Agency's Address:** 3805 Adam Grubb  
Lake Worth, Texas 76135

**Attention:** Chief Corry Blount

**Lexipol's Address:** 16755 Von Karman Avenue, Suite 250  
Irvine CA 92606-4918

**Attention:** Ritchie Curtis

**Effective Date:** \_\_\_\_\_  
*(to be completed by Lexipol upon receipt of signed Agreement)*

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

### AGENCY

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

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

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

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

### LEXIPOL, LLC

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

Print Name: Van Holland

Title: Chief Financial Officer

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

**EXHIBIT A**

**SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES**

Agency is purchasing the following:

Product	Term	Price
<b>Annual Subscription:</b>		
Law Enforcement Policy Manual & Daily Training Bulletins	Annual	\$10,981
Annual Subscription		\$10,981

Pricing is based on

☒ LE - No. of Authorized Staff: 30

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 **Initial Term/Contract Year.** "**Initial Term**" means the twelve-month period commencing on the Effective Date and "**Contract Year**" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

## 2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

### **3. Subscription Fees, Etc.**

**3.1 Subscription Fee/Invoicing.** Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

**3.2 Taxes; Past Due Amounts.** All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

**4. Copyright; Derivative Works; Lexipol's Ownership.** Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

### **5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.**

Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting



the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

**6. Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

**7. Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

**8. Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

**9. Disclaimer of Liability.** In developing the Subscription Materials, Lexipol has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials are provided to Agency. While Lexipol has made such a good faith effort, Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

**10. Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has

been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

**11. Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

**12. Confidentiality.** From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

### **Miscellaneous.**

**13.1 Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**13.2 Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

**13.3 Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

**13.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

**13.5 Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

**13.6 Attorneys' Fees.** If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

**13.7 General Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

**13.8 Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

**13.9 Invalidity of Provisions.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**13.10 Waiver.** Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions



## New Client Information Form

Name of Agency (as you want it to appear on the manual)

Billing Address

Accounts Payable Point of Contact  
Name:   
Email:   
Phone:

Risk Management Group/Insurance Pool	Accreditation Agency (if applicable)	Agency Fiscal Year Start
<input type="text"/>	<input type="text"/>	<input type="text"/>

*If purchasing Law Enforcement, please complete the following section:*

Chief/Sheriff Name	Title	Email	Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Primary Contact Full Name	Title	Email	Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

*If purchasing Custody, please complete the following section:*

Chief/Sheriff Name	Title	Email	Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Primary Contact Full Name	Title	Email	Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

*If purchasing Fire, please complete the following section:*

Chief Name	Title	Email	Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Primary Contact Full Name	Title	Email	Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Lexipol LLC  
Irvine, CA United States

**Certificate Number:**  
2017-282415

**Date Filed:**  
11/10/2017

**Date Acknowledged:**

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

Lake Worth Police Department

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

2017-11-14 F7  
Law Enforcement Policies and Training

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

**5 Check only if there is NO Interested Party.****6 AFFIDAVIT**

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 \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

**Agenda Item No. F.8**

---

**From:** Mike Christenson, Fire Chief

**Item:** Discuss and consider an agreement with Lexipol, LLC for the use of Fire Department Policy Manual and Daily Training Bulletins and authorize the City Manager to execute the agreement.

**Summary:**

A Fire Department's policy manual serves as the guide line for all department operations. Department policies and general orders serve as the guidelines for agency behaviors and service expectations. These policies are a living document and address all aspects of department operations, our code of conduct and serve to guide our personnel in their day-to-day business. Lexipol offers digital policy manual management and regular policy updates as best practices. Also federal and state laws evolve and change during time. In addition, Lexipol offers state specific policies written to the Texas Fire Chief's Best Practices Recognition Program.

These policies are proven to reduce the number of claims paid by agencies that have adopted them versus pre-Lexipol implementation. The system allows real-time editing, dissemination and acknowledgement of individual policies and further allows for real-time policy tracking and supervisory accountability by staff.

**Fiscal Impact:**

Although the Fire Department FYE 2018 budget did not include this item, a budget review indicated that it can be added to the budgeted. This item will be added to future budgets going forward.

**Attachments:**

1. Lexipol Agreement

**Recommended Motion or Action:**

Move to approve an agreement with Lexipol, LLC for the use of Fire Department Policy Manual and Daily Training Bulletins and authorize the City Manager to execute the agreement.





## AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

**Agency's Name:** Lake Worth Fire Department  
**Agency's Address:** 3801 Fire Hall Drive  
Lake Worth, Texas 76135  
  
**Attention:** Chief Michael Christenson

**Lexipol's Address:** 16755 Von Karman Avenue, Suite 250  
Irvine CA 92606-4918  
**Attention:** Ritchie Curtis

**Effective Date:** \_\_\_\_\_  
*(to be completed by Lexipol upon receipt of signed Agreement)*

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

### AGENCY

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

### LEXIPOL, LLC

Signature: \_\_\_\_\_  
Print Name: Van Holland  
Title: Chief Financial Officer  
Date Signed: \_\_\_\_\_

**EXHIBIT A**

**SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES**

Agency is purchasing the following:

Lexipol Services	Term	Price
<b>Annual Subscription:</b>		
Fire Policy Manual & Daily Training Bulletins (with 5% SWFCA Discount)	Annual	\$6,205
Supplemental Publication Service (SPS)- Fire (with 5% SWFCA Discount)	Annual	\$1,006
<b>Total Recurring Annual Subscription</b>		<b>\$7,211.00</b>

Pricing is based on

**X** Fire - No. of Authorized Staff: 17 Career Fire Fighters

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 **Initial Term/Contract Year.** "**Initial Term**" means the twelve-month period commencing on the Effective Date and "**Contract Year**" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

## 2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

### **3. Subscription Fees, Etc.**

**3.1 Subscription Fee/Invoicing.** Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

**3.2 Taxes; Past Due Amounts.** All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

**4. Copyright; Derivative Works; Lexipol's Ownership.** Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

### **5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.**

Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting

the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

**6. Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

**7. Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

**8. Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

**9. Disclaimer of Liability.** In developing the Subscription Materials, Lexipol has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials are provided to Agency. While Lexipol has made such a good faith effort, Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

**10. Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has

been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

**11. Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

**12. Confidentiality.** From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

### **Miscellaneous.**

**13.1 Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**13.2 Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

**13.3 Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

**13.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

**13.5 Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

**13.6 Attorneys' Fees.** If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

**13.7 General Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

**13.8 Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

**13.9 Invalidity of Provisions.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**13.10 Waiver.** Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions



# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Lexipol LLC  
Irvine, CA United States

**Certificate Number:**  
2017-282420

**Date Filed:**  
11/10/2017

**Date Acknowledged:**

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

Lake Worth Fire Department

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

2017-11-14 F8  
Fire Services Policies and Training

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

**5 Check only if there is NO Interested Party.****6 AFFIDAVIT**

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 \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

**Lake Worth City Council Meeting – November 14, 2017**

**Agenda Item No. F.9**

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

**Item:** Discuss and consider Ordinance No. 1100, amending the FY 2016/2017 budget for the Water/Sewer Fund.

**Summary:**

The budget amendment for the Water/Sewer Fund is necessary to reduce both revenues and expenses. The reductions to each are equal in amount, thus the effect on the budget's bottom line is zero. The budgeted revenue for Water Sales is being reduced by \$48,036 and is being offset with a reduction in Water Purchase Expense for the same amount. Transfers in from Other Funds, specifically the General Fund, is being reduced by \$12,533 and is being offset with a reduction in Water/Sewer Fund capital expenditures. Because the capital purchases were below budgeted amounts, General Fund transfers in to the Water/Sewer Fund were reduced to the amount needed to cover those expenditures.

**Fiscal Impact:**

Water/Sewer Fund – \$60,569 decrease in budgeted revenues, offset by a \$60,569 decrease in budgeted expenses.

**Attachments:**

1. Ordinance No. 1100 amending FY 2016/2017 Budget for the Water/Sewer Fund

**Recommended Motion or Action:**

Move to approve Ordinance No. 1100, amending the FY 2016/2017 budget for the Water/Sewer Fund.

**ORDINANCE NO. 1100**

**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 revenues and expenses for the Water/Sewer Fund require amendment to reflect decreased water sales, transfers in from other funds, water purchases and capital expenditures; 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 No. 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 Water/Sewer Fund operating budget for FY 2016/2017 for the City of Lake Worth, Texas is hereby amended as follows:

**SUBTRACT:**

**\$60,589 from the Water/Sewer Fund Revenues**

#200-4400-000-000	Water Sales	\$48,036
#200-4904-000-000	Transfer In-Other Funds	\$12,553

**\$60,589 from the Water/Sewer Fund Expenses**

#200-0541-700-000	Water Purchase	\$48,036
#200-0805-700-000	Motor Vehicles	\$ 3,482
#200-0802-720-000	Equipment	\$ 9,071

Reason (pursuant Section 5.01(e) of the City Charter, as amended):  
Water Sales were less than budgeted as were water purchases from the City of Fort Worth. Capital purchases funded by the General Fund were less than budgeted as were the transfers in from the General Fund.

**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 amendment 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 or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Lake Worth, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

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

**PASSED AND APPROVED** on this the 14th day of November, 2017.

**CITY OF LAKE WORTH**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Debbie Whitley, ACM/Director of Finance

## Lake Worth City Council Meeting – November 14, 2017

### Agenda Item No. F.10

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

**Item:** Discuss and consider Ordinance No. 1101, amending the FY 2017/2018 budget for the Confiscated Property Fund.

**Summary:**

Chief Blount expressed a desire to purchase new uniforms and uniform patches for the Police Department and requested input on how to fund the purchase. It was decided that Confiscated Property funds were a good option, as the only expense included in the 2017/2018 adopted budget for the Confiscated Property Fund was Other Services in the amount of \$150 for bank analysis fees. With a current available balance of just over \$5,800, the bulk of the cost of uniforms and patches could be covered with these funds. The use of Confiscated Property funds is very restrictive, but this purchase would be within the parameters of allowable expenditures.

**Fiscal Impact:**

Confiscated Property Fund – \$5,800 increase in budgeted expenses.

**Attachments:**

1. Ordinance No. 1101, amending FY 2017/2018 Budgets for the Confiscated Property Fund

**Recommended Motion or Action:**

Move to approve Ordinance No. 1101, amending the FY 2017/2018 budget for the Confiscated Property Fund.

## ORDINANCE NO. 1101

**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 2017/2018; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, by Ordinance No. 1093, the City Council of the City of Lake Worth, Texas, adopted its budget for FY 2017/2018; and

**WHEREAS**, the City Council has determined that the budget for the Confiscated Property Fund requires amendment to add costs for uniforms and uniform accessories for the Police Department; 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 No.1093 to reflect a supplemental appropriation and/or transfer in the fiscal year 2017/2018.

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

**Section 1:** The original Confiscated Property Fund operating budget for FY 2017/2018 for the City of Lake Worth, Texas is hereby amended as follows:

**ADD:**

**\$5,800 to the Confiscated Property Fund Expenses**

#105-0220-500-000	Uniforms & Accessories	\$ 5,800
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Reason (pursuant Section 5.01(e) of the City Charter, as amended):  
The budget amendment for the Confiscated Property Fund is necessary to allow for the purchase of new uniforms and uniform patches for the Police Department.

**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 amendment 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 or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Lake Worth, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

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

**PASSED AND APPROVED** on this the 14th day of November, 2017.

**CITY OF LAKE WORTH**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Debbie Whitley, ACM/Director of Finance



**Lake Worth City Council Meeting – November 14, 2017**

**Agenda Item No. F.11**

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**From:** Barry Barber, Director of Building Development  
Debbie Whitley, Asst. City Manager/Director of Finance

**Item:** Discuss and consider Resolution No. 1036, establishing a fund balance commitment of animal quarantine revenues for animal control equipment and facility improvements.

**Summary:**

Article 2.1500 of Ordinance No. 1089, the Animal Control Ordinance, allows for the collection of animal quarantine fees. The fee is \$150 for residents and \$200 for non-residents. Staff is requesting that these fees be earmarked specifically for the purchase of animal control equipment and facility improvements.

**Fiscal Impact:**

Staff anticipates that annual collections for quarantine fees will range from \$1,500 to \$2,500. If these revenues are committed for animal control equipment and facility improvements, they would have no impact on the General Fund unrestricted fund balance at the close of each year. Instead, they would be recorded to a committed fund balance account. In future years when equipment purchases or facility improvements are budgeted, the committed fund balance will be a revenue source to offset those expenses.

**Attachments:**

1. Resolution No. 1036, establishing a fund balance commitment of animal quarantine revenues for animal control equipment and facility improvements.

**Recommended Motion or Action:**

Move to approve Resolution No. 1036, establishing a fund balance commitment of animal quarantine revenues for animal control equipment and facility improvements.

## **RESOLUTION NO. 1036**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS, ESTABLISHING A FUND BALANCE COMMITMENT OF ANIMAL QUARANTINE REVENUES FOR ANIMAL CONTROL EQUIPMENT AND FACILITY IMPROVEMENTS.**

**WHEREAS**, the City of Lake Worth has adopted a fund balance policy; and

**WHEREAS**, the fund balance policy requires formal Council action in the form of a resolution to establish, modify, or rescind a fund balance commitment; and

**WHEREAS**, the City of Lake Worth has adopted Ordinance No. 1089 allowing for the collection of animal quarantine fees.

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

**SECTION 1.** The City Council of Lake Worth desires that animal quarantine revenues be expended solely for equipment and improvements for the animal control shelter.

**SECTION 2.** The City Council hereby requests that excess revenue each year be classified as committed fund balance for animal control shelter equipment and improvements in future fiscal years.

**SECTION 3.** All resolutions, or parts of resolutions in force with provisions relating to this resolution, which are inconsistent or in conflict with the terms or provisions contained herein, are hereby repealed to the extent of any such conflict only. The non-conflicting sections, sentences, paragraphs, and phrases shall remain in full force and effect.

**SECTION 4.** This resolution shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED** on the 14th day of November, 2017.

**CITY OF LAKE WORTH**

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

**ATTEST:**

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Monica Solko, City Secretary

**APPROVED AS TO FORM AND LEGALITY:**

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Drew Larkin, City Attorney

## Lake Worth City Council Meeting – November 14, 2017

### Agenda Item No. F.12

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**From:** Stacey Almond, City Manager

**Item:** Discuss and consider Resolution No. 1037, casting the City of Lake Worth allocated votes for Marcario Belmontes for the Tarrant Appraisal District (TAD) Board of Directors.

**Summary:**

City Council is asked to consider the candidates for the Tarrant Appraisal District Board of Directors and cast the City's allocated three (3) votes for the candidate(s) of the Council's choosing.

In September of this year the Tarrant Appraisal District (TAD) notified all affected taxing entities that the term of service (two years) of the five-member Board of Directors will expire on December 31, 2017. Each entity was provided the opportunity to make one nomination for each of the five positions to be filled, though no nomination was required. At the October 10, 2017 City Council meeting, staff made a presentation to Council regarding these nominations. Council motion was to not make a nomination.

Lake Worth has been allocated three (3) votes, which may be cast collectively or separately for any nominee(s) on the official ballot. Votes cast for persons not listed on the ballot will not be considered. A complete list of nominees on the official ballot is as follows:

- |   |                                 |
|---|---------------------------------|
| • Troy Alley (Withdrawn)                    | • John Molyneaux <sup>(1)</sup> |
| • Marcario Belmontes                        | • Mike O'Donnell <sup>(1)</sup> |
| • Daniel J. Bennett                         | • Joe Potthoff <sup>(1)</sup>   |
| • Johnny Bennett <sup>(1)</sup> (Withdrawn) | • June Shrewsbury               |
| • Mike Leyman                               | • Mark Wood <sup>(1)</sup>      |

<sup>(1)</sup>: indicates current board members.

The attached resolution will cast three (3) votes for the nominee(s) chosen by City Council. Those nominees receiving the greatest number of votes will be elected to the TAD Board of Directors for a two-year term, beginning January 1, 2018.

**Fiscal Impact:**

N/A

**Attachments:**

1. Letter from TAD concerning the casting of votes
2. Official ballot
3. Resolution No. 1037

**Recommended Motion or Action:**

Move to approve Resolution No. 1037, casting the City of Lake Worth allocated votes for Marcario Belmontes for the Tarrant Appraisal District (TAD) Board of Directors.



Jeff Law  
Executive Director  
Chief Appraiser

October 27, 2017

Mr. Walter Bowen  
Mayor  
City of Lake Worth  
3805 Adam Grubb St.  
Fort Worth, Texas 76135

Dear Mr. Bowen:

The terms of the five current Directors of the Tarrant Appraisal District expire December 31, 2017. The deadline for nominations has passed. Enclosed is a list of candidates for these five (5) positions and an official ballot, in the form of a resolution.

The Property Tax Code requires the governing body of the taxing unit to determine its votes by resolution. All votes may be cast for one candidate or distributed among any number of candidates listed on the official ballot. There is NO provision for write in candidates. Votes cast for someone other than the candidates listed on the ballot cannot be counted.

The deadline for voting and submitting the signed ballot resolution to TAD is December 14, 2017. You may mail the ballot resolution, fax to (817) 595-6198 or email to [mmccoy@tad.org](mailto:mmccoy@tad.org). The five (5) candidates receiving the most votes are elected to a two (2) year term beginning January 1, 2018.

All tax units will be notified of the results of the election before December 31, 2017.

Sincerely,

Jeff Law  
Executive Director  
Chief Appraiser

JL:mm



## ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS

We, the governing body of City of Lake Worth having been advised by the Chief Appraiser of Tarrant Appraisal District that we are entitled to cast 3 votes collectively or separately for the following candidates for the Board of Tarrant Appraisal District:

Mr. Troy Alley	Mr. Alley has notified TAD that he withdraws his name from consideration for election to TAD's Board of Directors.
Mr. Marcario Belmontes	
Mr. Daniel J. Bennett	
Mr. Johnny Bennett	Mr. Bennett has notified TAD that after two terms on the Board he does not want to be considered for another term.
Mr. Mike Leyman	
Mr. John Molyneaux	
Mr. Mike O'Donnell	
Mr. Joe Potthoff	
Ms. June Shrewsbury	
Mr. Mark Wood	

do hereby resolve and order that City of Lake Worth cast and does hereby cast its votes as follows:

VOTES FOR		
	Mr. Troy Alley	Mr. Alley has notified TAD that he withdraws his name from consideration for election to TAD's Board of Directors.
	Mr. Marcario Belmontes	
	Mr. Daniel J. Bennett	
	Mr. Johnny Bennett	Mr. Bennett has notified TAD that after two terms on the Board he does not want to be considered for another term.
	Mr. Mike Leyman	
	Mr. John Molyneaux	
	Mr. Mike O'Donnell	
	Mr. Joe Potthoff	
	Ms. June Shrewsbury	
	Mr. Mark Wood	

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Presiding Officer

ATTEST

\_\_\_\_\_, Secretary or Clerk, City of Lake Worth

IMPORTANT: This ballot must be returned by **December 14, 2017** to Jeff Law, Chief Appraiser, Tarrant Appraisal District, 2500 Handley-Ederville Rd., Fort Worth, Texas, 76118, by mail or by fax to (817) 595-6198 or by email to mmccoy@tad.org.

**RESOLUTION NO. 1037**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS.**

**SECTION 1.** THAT the City's three (3) votes be cast for the following nominee(s) to serve as a member of the Tarrant Appraisal District Board of Directors during the two year term beginning January 1, 2018.

_____	votes for Troy Alley (Withdrawn)
<u>  3  </u>	votes for Marcario Belmontes
_____	votes for Daniel J. Bennett
_____	votes for Johnny Bennett (Withdrawn)
_____	votes for Mike Leyman
_____	votes for John Molyneaux
_____	votes for Mike O'Donnell
_____	votes for Joe Potthoff
_____	votes for June Shrewsbury
_____	votes for Mark Wood

**PASSED AND APPROVED** this the 14th day of November, 2017.

**CITY OF LAKE WORTH**

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

Walter Bowen, Mayor

**ATTEST:**

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



Agenda Item No. F.13

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**From:** Barry Barber, Director of Building Development

**Item:** Discuss and consider an agreement with PetPoint Data Management System for managing and tracking of animals in the city shelter and authorize the City Manager to execute the agreement.

**Summary:**

PetPoint Data Management System is a software package utilized in animal control shelters throughout the nation. The software streamlines the operations of the shelter by providing animal inventory, and specific information on animals that visit our shelter. It tracks calls, animal confinements, and other specific information on animals including owner, microchip, quarantines and city licenses. It also helps in the documentation of cruelty and bite cases. We will have the capability to post lost animals in our shelter to a nationwide website. Most importantly, it allows for inventory tracking of controlled euthanasia drugs as required by the DEA.

**Fiscal Impact:**

Level 9 - Microchip L9 - Microchip One Time Fee	25.00 @ \$6.35ea	= \$158.75
PetPoint Onboarding Fee - One Time Fee	1.00 @ \$1,000.00	= \$1,000.00

The contract requires us to purchase microchips from them as needed. That will be the only ongoing cost related to the contract. With each annual renewal, the unlimited license fees, currently \$10,000 will be offset with a credit for a marketing program discount for the same amount. They are able to provide the software for such little cost to us because their customer base increases with all animals adopted from our shelter.

**Attachments:**

1. Agreement with PetPoint for unlimited license fee for animal control software.

**Recommended Motion or Action:**

Move to approve an agreement with PetPoint Data Management System for managing and tracking of animals in the city shelter and authorize the City Manager to execute the agreement.



## PETPOINT APPLICATION SERVICE PROVIDER AGREEMENT

This Application Service Provider Agreement (this “**Agreement**”) is made and entered into as of \_\_\_\_\_, (the “**Effective Date**”) by and between:

Pethealth Services (USA) Inc., 3315 Algonquin Road, Suite 450 Rolling Meadows, IL 60008 (“ <b>Pethealth</b> ”)	-and-	City of Lake worth 3805 Adam Grubb Lake worth TX (the “ <b>Client</b> ”)
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This Agreement governs the relationship between Pethealth and the Client and is entered into for Pethealth to provide the Client with access to software and services on an application service provider (“**ASP**”) basis, pursuant to the terms and conditions described in this Agreement.

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, both Parties agree as follows:

### 1. DEFINITIONS

The capitalized terms used in this Agreement shall have the meanings as defined below.

<b>Additional Services:</b>	Means any services provided by Pethealth to the Client for an additional fee pursuant to this Agreement, including but not limited to database conversion, training, support and custom development additions.
<b>Affiliate:</b>	Means a business entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the applicable Party.
<b>Application:</b>	Means the general production version of the PetPoint Shelter Data Management Software, including all updates, improvements and enhancements.
<b>ASP:</b>	Means application service provider and refers to Pethealth.
<b>ASP Service(s):</b>	Means any service(s) in relation to the Application provided by Pethealth to the Client pursuant to this Agreement.
<b>Client:</b>	Means the entity named and entering into this Agreement with Pethealth.
<b>Client’s Data:</b>	Means the data entered into the Application by the Client.
<b>Communications:</b>	Has the meaning given in Schedule C.
<b>Confidential Information:</b>	<p>Refers to the information the Parties may disclose or make available to one another in connection with this Agreement which is considered by the disclosing Party to be confidential or proprietary information about itself or its business, products or services. This includes, but is not limited to: (a) the terms of this Agreement, unless prohibited by law; and (b) any other information, communication or data, in any form, including, but not limited to, oral, written, graphic or electronic forms, which the disclosing Party identifies as confidential or which is of such a nature that the receiving Party should reasonably understand that the disclosing Party desires to protect such information against unrestricted disclosure or use, including, without limitation, business information, financial data and marketing data.</p> <p>Notwithstanding the foregoing, Confidential Information does not include information that is: (a) generally known in the public (other than through unauthorized disclosure); (b) rightfully in the receiving Party’s possession prior to disclosure as evidenced by competent written proof; (c) independently developed by the receiving Party without reliance on or reference to the disclosing Party’s Confidential Information; or (d) rightfully received by the receiving Party from a third party without a duty of confidentiality, provided that (i) the receiving Party has no knowledge that such information is subject to a confidentiality agreement and (ii) such information is not of a type or character that a reasonable person would have regarded it as confidential.</p>
<b>Consenting Parties:</b>	Has the meaning given in Schedule C.

<b>Fee:</b>	Refers to any payments made by the Client to Pethealth in connection with this Agreement including, but not limited to, the Application onboarding fee and Additional Services fee(s).
<b>Force Majeure:</b>	Means a cause or event that is not reasonably foreseeable or not otherwise caused by or under the control of Pethealth including acts of God, fires, floods, explosions, riots, wars, hurricanes, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, insurance regulatory and compliance acts, labor strikes or internet service provider failure or delay.
<b>Go Live</b>	Means the date the Client begins daily use of the Application.
<b>Offer:</b>	Has meaning given in Schedule B.
<b>Party, Parties:</b>	"Party" means either Pethealth or the Client, as applicable. "Parties" refers to Pethealth and the Client collectively.
<b>Personnel:</b>	Means the Affiliates of each Party, and the directors, officers, employees, agents, representatives, advisors and volunteers of each Party and their Affiliates, as applicable.
<b>Pethealth:</b>	Means Pethealth Services (USA) Inc., the Application Service Provider, an Illinois Corporation.
<b>Pethealth Marketing Program:</b>	Has the meaning given in Schedule B.
<b>Proprietary Information:</b>	Means any and all information relating to the Application and the ASP Services, including the databases, computer programs, screen formats, report formats, interactive design techniques, formulae, processes, systems, software, extended format reports and other information forming part of, relating to or made available as part of the Application and the ASP Services that is proprietary to Pethealth and/or its licensors and all related copyrights, trademarks, service marks, trade secrets, patents or other intellectual property and ownership rights of Pethealth or its subsidiaries and Affiliates and its relevant licensors.
<b>Trial:</b>	Has the meaning given in Schedule B.

## 2. CLIENT'S USE OF THE APPLICATION

- 2.1. Right to Access and Use.** Subject to the terms and conditions of this Agreement, Pethealth grants the Client the right to use the Application on a remote basis through the ASP for the purpose of managing the Client's data and for related purposes relating to the management of customer data in the animal welfare industry. The Client is authorized to use all functionality and all configurations of the Application (including all updates) that are made available through the ASP or made generally available by Pethealth.
- 2.2. Terms of Use.** The Client will not (a) make any ASP Service or content available to, or use any ASP Service or content for the benefit of, anyone other than the Client, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any ASP Service or content, or include any ASP Service or content in an ASP Service bureau or outsourcing offering, (c) use an ASP Service or third party application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights, (d) use an ASP Service or third party application to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of any ASP Service or third party data contained therein, (f) attempt to gain unauthorized access to any ASP Service or content or its related systems or networks, (g) permit direct or indirect access to or use of any ASP Service or content in a way that circumvents a contractual usage limit, or use any of Pethealth's ASP Services to access or use any of Pethealth's intellectual property except as permitted under this Agreement, (h) copy an ASP Service or any part, feature, function or user interface thereof, (i) copy content except as permitted, (j) frame or mirror any part of any ASP Service or content, other than framing on the Client's own intranets or otherwise for the Client's own internal business purposes, (k) access any ASP Service or content in order to build a competitive product or Service or to benchmark with a third party product or ASP service, or (l) reverse engineer any ASP Service (to the extent such restriction is permitted by law). Any use of the ASP Services in breach of this Agreement by the Client that in Pethealth's judgment threatens the security, integrity or availability of Pethealth's ASP Services, may result in Pethealth's immediate suspension of the ASP Services, however, Pethealth will use commercially reasonable efforts under the circumstances to provide the Client with notice and an opportunity to remedy such violation or threat prior to such suspension.
- 2.3. No Retained Rights.** The Client understands and agrees that their right to use the Application is provided on a limited, non-exclusive, non-transferable and revocable basis. In no event will the Client obtain or retain any other right of access or use or retain any right, title or interest, whether in the form of intellectual property or any other ownership rights or interests, in or to the Application (or any modifications, improvements, enhancements, upgrades or any derivative works based upon the Application).

- 2.4. Pethealth Service Levels and Support.** Pethealth will use commercially reasonable efforts to make the Application available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Pethealth shall give advance electronic notice) and (b) any unavailability caused by a Force Majeure event. Upon request, Pethealth will provide to the Client a complete duplicate of the Client's Data in Microsoft Access format on a monthly basis.

### 3. THIRD PARTY PROVIDERS

- 3.1. Third Party Services.** Pethealth or third parties may make available third party products or services, including, for example, third party applications and implementation and other consulting services. Any acquisition by the Client of such products or services, and any exchange of data between the Client and any third-party provider, product or service is solely between the Client and the applicable third party provider. Pethealth does not warrant or support third party products or services, whether or not they are designated by Pethealth as "certified" or otherwise, unless expressly provided otherwise.
- 3.2. Data.** If the Client chooses to use a third-party application with an ASP Service, the Client grants Pethealth permission to allow the third-party application and its provider to access the Client's Data as required for the interoperation of that third-party application with the ASP Service. Pethealth is not responsible for any disclosure, modification or deletion of the Client's Data resulting from access by such third-party application or its provider.
- 3.3. Integration.** The ASP Services may contain features designed to interoperate with third party applications. To use such features, the Client may be required to obtain access to such third-party applications from its providers, and may be required to grant Pethealth access to the Client's account(s) on such third-party applications. Pethealth cannot guarantee the continued availability of such service features, and may cease providing them without entitling the Client to any refund, credit, or other compensation, if for example and without limitation, the provider of a third-party application ceases to make the third-party application available for interoperation with the corresponding service features in a manner acceptable to Pethealth.

### 4. PETHEALTH MARKETING PROGRAM

- 4.1.** The Client shall have the option to participate in the Pethealth Marketing Program as specified in Schedule B.

### 5. FEES AND PAYMENT

- 5.1. Currency.** Any references to monetary values made within this Agreement shall be denominated in the currency in use by the country where the Client is domiciled.
- 5.2. Fees.** The Client shall pay Pethealth for all fees specified in Schedule A. Except as otherwise specified: (a) fees are based on the Application and the ASP Services purchased and not actual usage and (b) payment obligations are non-cancellable and fees paid are non-refundable.
- 5.3. Invoicing and Payment.** The Client will provide Pethealth with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Pethealth. If the Client provides credit card information to Pethealth, the Client authorizes Pethealth to charge such credit card for all Fees set forth in Schedule A. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in Schedule D. If the Client specifies that payment will be by a method other than a credit card, Pethealth will invoice the Client in advance and otherwise in accordance with the agreed payment method. Unless otherwise stated, invoiced charges are due net thirty (30) days from the invoice date. The Client is responsible for providing complete and accurate billing and contact information to Pethealth and notifying Pethealth of any changes to such information.
- 5.4. Overdue Charges.** If any invoiced amount is not received by Pethealth by the due date, then without limiting Pethealth's rights or remedies, those charges may accrue late interest at the rate of 1.5% per month, compounded monthly, being 19.56% per annum (or the highest rate permitted by law, if less).
- 5.5. Suspension of Service and Acceleration.** If any amount owing by the Client under this or any other agreement for Pethealth services is thirty (30) or more days overdue (or ten (10) or more days overdue in the case of amounts the Client has authorized Pethealth to charge to its credit card), Pethealth may, without limiting Pethealth's other rights and remedies, accelerate the Client's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Pethealth's services to the Client until such amounts are paid in full. Other than for customers paying by credit card or direct debit whose payment has been declined, Pethealth will give the Client at least ten (10) days' prior notice that the Client's account is overdue before suspending services to the Client.

- 5.6. Taxes.** The Client shall be responsible for any applicable sales, use, excise, value added, services, consumption or other tax that is assessed on the grant of the right to use the Application or any part of the provision of ASP Services or on any payments due to Pethealth under this Agreement.

## **6. PROPRIETARY RIGHTS**

- 6.1. Application and Proprietary Information.** The Client acknowledges that the Application and all Proprietary Information of Pethealth are and will at all times remain the sole and exclusive property of Pethealth or its licensors.
- 6.2. Client's Data.** The Client shall retain sole ownership of all the Client's Data. Pethealth shall have the sole and exclusive right to use the Client's Data for the purpose of promoting, marketing and soliciting enrollment in Pethealth Inc. products and services, including, but not limited to, microchip, on-line adoptable pet promotion services and insurance products and services. In addition, the Client acknowledges that Pethealth may use the Client's Data for the purpose of data aggregation to form summary statistics used in industry reports and other industry related data reporting initiatives. Aggregate data obtained from the Client's operations used to form summary statistics will be combined with aggregate data obtained from other Application users and shall contain no information specifically identifying the Client or their operations. The Client agrees that such use by Pethealth shall not constitute a breach of the confidentiality provisions of this Agreement.

## **7. CONFIDENTIALITY**

- 7.1. Permitted Use.** Each Party will use Confidential Information received from the other Party solely for the purpose of rendering services pursuant to this Agreement or otherwise discharging its obligations hereunder and will take all reasonable precautions to ensure that it does not disclose to any third party such Confidential Information without the prior written consent of such other Party. Notwithstanding the foregoing, a Party may disclose such Confidential Information: (a) to its employees and agents, on a need-to-know basis, who are bound by obligations of non-disclosure and limited use at least as stringent as those contained within this Agreement; and (b) to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body, upon reasonable notice to the other Party.
- 7.2. General.** Each Party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and agents. All Confidential Information will remain the sole property of the disclosing Party and no proprietary rights shall be granted to the counterparty by this Agreement or by disclosure of Confidential Information under this Agreement. Upon request by the disclosing Party, all Confidential Information must be promptly returned or destroyed. Notwithstanding the foregoing, Pethealth shall not be required to purge its computer archives. The confidentiality obligations with respect to any information that is not considered to be a "trade secret" under applicable law will expire three (3) years after the termination or expiration of this Agreement.

## **8. PUBLICITY**

- 8.1. Non-Advertisement.** Both Parties agree that they may not, without the written consent of the other Party:
- a) Advertise or otherwise make known to others any information regarding this Agreement, including, but not limited to, any fee or commission arrangements, unless prohibited by law;
  - b) Use any endorsement, quote or picture implying endorsement of the other Party or its Personnel in any advertising, sales promotion, press release or other public document; or
  - c) Use or display the name or mark(s) of the other Party.
- 8.2. Exception.** Notwithstanding the foregoing, the Parties agree that either Party may display the name and marks of the other Party and its Affiliates in its facilities (including any affiliate facilities and/or affiliate branches or clinics) and on their website for the purpose of the Pethealth Marketing Program.

## **9. WARRANTIES AND DISCLAIMERS**

- 9.1.** The Application is provided on an "as is, where is" basis, without any representation or warranty or condition of any kind under applicable law. Pethealth disclaims all conditions, terms, representations and warranties which have been express or implied, written or oral, statutory or otherwise, including, but not limited to, warranties of merchantability, quality, fitness, title or non-infringement.

## 10. MUTUAL INDEMNIFICATION

- 10.1. Indemnification by Pethealth.** Pethealth shall indemnify and hold the Client harmless from and against any loss, damage, claim, cost, expense or other liability suffered or incurred by the Client as a result of any claim or cause of action by a third party arising out of or relating to any alleged infringement of copyright or any other property right arising out of the use of the Application and the ASP Services.
- 10.2. Indemnification by the Client.** The Client shall indemnify and hold Pethealth harmless from and against any loss, damage, claim, cost, expense or other liability suffered or incurred by Pethealth as a result of any claim or cause of action by a third party arising out of or relating to: (a) the Client's use of the Application and the ASP Services, or (b) ownership or rights in any data received by Pethealth from the Client or any information derived therefrom.
- 10.3. Interpretation.** For the purposes of this Section 10, references to each Party shall include each Party's respective Personnel.

## 11. LIMITATION OF LIABILITY

- 11.1. Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT AND THEIR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT THE CLIENT'S AND THEIR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.
- 11.2. Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## 12. TERM AND TERMINATION

- 12.1. Terms of Agreement.** This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated.
- 12.2. Termination for Cause.** Either Party may terminate this Agreement for cause:
- a) Upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period; or
  - b) Upon thirty (30) days written notice if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 12.3. Termination for Convenience.** Either Party may terminate this Agreement without cause by providing sixty (60) days written notice to the other Party.
- 12.4. Refund or Payment upon Termination.** If this Agreement is terminated by the Client in accordance with Section 12.2, Pethealth will refund the Client any prepaid fees covering the remainder of the term after the effective date of termination. If this Agreement is terminated by Pethealth in accordance with Section 12.2 the Client will pay any unpaid fees covering the remainder of the term. In no event will termination under Sections 12.2 or 12.3 relieve the Client of its obligation to pay any fees payable to Pethealth for the period prior to the effective date of termination.
- 12.5. Data Portability.** After the termination of this Agreement, Pethealth will immediately shut off the Client's access to the Application. Upon request, Pethealth will provide the Client with a complete duplicate of the Client's Data in Microsoft Access Format.

### 13. CONSENT TO CONTACT

- 13.1.** If the Client elects to participate in the Pethealth Marketing Program as specified in Section 4.1 and Schedule B, then the Client shall also cooperate with Pethealth to collect and record the consent of third-parties to receive further communications from Pethealth and its Affiliates, as specified in Schedule C.

### 14. GENERAL

- 14.1. Relationship.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.
- 14.2. Amendments.** This Agreement may not be amended except by the written agreement of the Parties substantially in the form attached as Schedule E. The terms and conditions outlined in the Schedules are subject to change and Pethealth will make commercially reasonable efforts to provide the Client with thirty (30) days' prior written notice of any intended changes. The Client's continued use of the Application and abidance of the revised terms and conditions after thirty (30) days means that the Client has accepted the revised terms and conditions.
- 14.3. Assignment.** This Agreement may not be assigned by the Client without the prior written consent of Pethealth and any alleged assignments by the Client without Pethealth's prior written consent will be null and void. This Agreement will be binding on and exist to the benefit of both Parties, including their respective successors and permitted assigns.
- 14.4. Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Illinois and the applicable laws of the United States of America without regard to the conflicts of law principles.
- 14.5. Severability.** If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.
- 14.6. Entire Agreement.** The entire relationship between Pethealth and the Client is governed by this Agreement, including all Schedules thereto and, if applicable, any amending agreement (including any additional Schedules that may form part of it) and replaces and terminates all prior oral or written agreements, arrangements or understandings between the Parties as of the Effective Date.
- 14.7. Survival.** The obligations imposed by Sections 6, 7, 9, 10, 11, 12.4, 12.5 and 14 will remain in force after the termination of this Agreement.

*[Remainder of page is intentionally left blank.]*





By signing this Agreement, both Parties are entering into the Agreement as of the Effective Date and agree to the terms and conditions outlined within.

**PETHEALTH:**

Pethealth Services (USA) Inc.

**Name of Signer:****Address:**3315 Algonquin Road Suite 450  
Rolling Meadows, IL 60008**Signer's Title:****Signature:****Telephone:**

1-866-630-7387

**Signer's Telephone:**

1-866-630-7387 ext.

**Email:**

info@PetPoint.com

**Signer's Email:****Date:****CLIENT:**

City of Lake worth

**Name of Signer:**

Stacey Almond

**Billing Address:**

3805 Adam Grubb

**Signer's Title:**

Lake worth

**Signature:**

76135 TX

**Signer's Telephone:****Telephone:**

(817) 237-1211

**Signer's Email:**

salmond@lakeworthtx.org

**Email:**

animalcontrol@lakeworthtx.org

**Date:**

## SCHEDULE A – Fees and Pricing

**1. PetPoint Annual Subscription Fee:** The Client shall choose one (1) of the annual software subscription options and pay Pethealth the subscription fee as outlined below on an annual basis. The PetPoint Annual Software Subscription fee shall be due on the first day of each contract year. A quarterly payment option is available.

**PetPoint Professional:**

- a) Five (5) concurrent users - \$5,000
- b) Unlimited Users – \$10,000

**PetPoint Professional – Marketing Program:**

- a) Unlimited Users - \$0.00

**PetPoint Enterprise (with Builders):**

- a) Ten (10) Concurrent Users - \$15,000
- b) Unlimited Users - \$25,000

**PetPoint Enterprise (with Builders) – Marketing Program:**

- a) Ten (10) Concurrent Users - \$10,000
- b) Unlimited Users - \$15,000

**PetPoint Enterprise (without Builders):**

- a) Ten (10) Concurrent Users - \$11,500
- b) Unlimited Users - \$21,500

**PetPoint Enterprise (without Builders) – Marketing Program:**

- a) Ten (10) Concurrent Users - \$6,500
- b) Unlimited Users - \$11,500

**2. Subscription Includes:**

**PetPoint Professional:**

- a) One application and database instance of PetPoint Professional.

**PetPoint Enterprise:**

- a) One application and database instance of PetPoint Enterprise.
- b) Hosting and file storage on Microsoft Azure
- c) 1 Terabyte (TB) of File Storage

**4. Additional Users:** The Client shall have the option to purchase additional user licenses for subscriptions which include a limited number of concurrent users at the rates described in Schedule D.

**4. Excess Data Fee:** The Client shall receive one (1) terabyte of data storage with PetPoint Enterprise. Additional data can be purchased at a rate of \$200 per terabyte, per annum.

**5. Onboarding Fee:** A one-time onboarding fee shall be paid by the Client to Pethealth at the commencement of this Agreement as outlined in Schedule D.

**Included in the onboarding fee:**

**PetPoint Professional:**

- a) Computer-based learning courses (20+ hours of available courses as needed).
- b) Project managed by Engagement Team Member consisting of regular check-ins throughout the self-guided onboarding.
- c) Online web form support during business hours.\*

**PetPoint Enterprise:**

- a) Computer-based learning courses (20+ hours of available courses as needed).
- b) Project managed by Engagement Team Member consisting of a structured go-live plan with regularly scheduled meetings with organization staff.
- c) Up to ten (10) hours of online training.
- d) Phone, Live-Chat & online web form support during business hours.\*

\*Monday through Friday 8:00 a.m. to 8:00 p.m. Eastern Time, except for Pethealth observed holidays.

**6. Additional Services:** Additional Services shall be offered and priced by a separate Statement of Work. These services may include, but are not limited to data conversion, custom development, configuration, report building and end user training.

**7. Pet Licensing Fee:** The Client accepts that there will be a fee, as outlined below, for each pet license issued by the Client via the PetPoint Application. Beginning in year two (2), the Client shall receive an invoice at the commencement of each contract year for all licenses issued during the previous contract year. The Client shall pay Pethealth any invoice charges in accordance with Section 5.3 of this Agreement.

Number of Pet Licenses Issued:	1 – 50,000	50,001 – 100,000	>100,000
License Fee:	\$0.75 per license	\$0.50 per license	\$0.25 per license



## SCHEDULE B – Pethealth Marketing Program

**By initialing below and on Schedule C**, the Client agrees to the following terms and conditions outlined in this Schedule B and Schedule C regarding the usage and promotion of Pethealth microchips, lost pet recovery services, insurance and adoptable pet promotion (collectively, the “**Pethealth Marketing Program**”). The Client shall be expected to Go Live within ninety (90) days of the Effective Date.

### 1. Pethealth Marketing Program:

- a) The Client shall exclusively purchase, use, recommend and promote Pethealth microchips and lost pet recovery services (currently branded as 24PetWatch) in their facilities (including any affiliate facilities, branches or clinics under the Client’s control) for the implantation and identification of all canine and feline companion animals, as specified below.
- b) The Client shall implant all canine and feline companion animals offered for adoption with a Pethealth microchip, unless such animal is already microchipped at time of intake. The Client shall also exclusively use Pethealth microchips for any implantation and identification of canine and feline companion animals in the communities serviced by the Client.
- c) The Client shall register all microchips, regardless of brand, in the Pethealth microchip lost pet recovery program via the Application, including a valid email address and phone number from the owner or adopter, within 48 hours of receiving such information. The Client accepts that a fee of \$4.85 will be payable to Pethealth to process non-Pethealth microchips.
- d) The Client shall recommend and promote Pethealth microchips and lost pet recovery services (currently branded as 24PetWatch) to its affiliate facilities, branches, clinics, partners, including vendors, suppliers and other members of the animal welfare industry.
- e) The Client shall not purchase, recommend or promote any competitor’s microchip or lost pet recovery program in their facilities (including any affiliate facilities, branches or clinics under the Client’s control). Notwithstanding the foregoing, the Client shall not be required to implant a Pethealth microchip into canine and feline companion animals that have already been microchipped.
- f) The Client shall begin using Pethealth microchips within 30 days following the Effective Date of this Agreement.

### 2. Pethealth Insurance Programs:

- a) The Client shall promote Pethealth’s insurance program (currently branded as 24PetWatch) to all new adopters and pet owners serviced by the Client, as specified below.
- b) The Client shall offer all eligible adopters of canine and feline companion animals Pethealth’s Trial of Insurance (the “**Trial**”, currently branded as the 24PetWatch Trial of Insurance), through PetPoint, except where the adopter refuses to accept the Trial. The Client shall inform all offerees that they must contact Pethealth in order to confirm the Trial and to receive coverage thereunder. The Client shall not offer any additional information or advice in respect of the terms and conditions of the Trial.
- c) If an adopter is domiciled within a state where the Trial is unavailable, the Client shall offer the adopter Pethealth’s Offer of Insurance (the “**Offer**”, currently branded as the 24PetWatch Offer of Insurance), except where the adopter refuses to accept the Offer. The Client shall inform all offerees that they must contact Pethealth in order to confirm the Offer and receive coverage thereunder. The Client shall not offer any additional information or advice in respect of the terms and conditions of the Offer.
- d) The Client shall display Pethealth insurance marketing materials, that may be provided by Pethealth, prominently at their premises and promote Pethealth’s insurance programs on their website(s) and online properties.
- e) The Client shall begin offering the Trial and/or Offer on the day of Go Live.

### 3. Adoptable Pet Promotion:

- a) The Client shall post pets available for adoption on their website(s) using the PetPoint Adoptable Search API, which is provided as part of the Application. If the Client does not have a website, then the Client shall setup and maintain a homepage on Petango (www.petango.com) from within the Application.
- b) The Client agrees that the format used to display animal data using the PetPoint Adoptable Search API and/or Petango cannot be altered by the Client. Pethealth may alter, change or modify the PetPoint Adoptable Search API, Petango and any related websites without prior notification. The Client acknowledges that the format used to display the animal data is owned by Pethealth and as such may contain messaging by Pethealth or third-parties authorized by Pethealth.
- c) The Client shall include on its website a hyperlink to the 24PetWatch website.
- d) The Client shall inform Pethealth of marketing opportunities, including through the Client’s shelter or rescue group, as applicable.
- e) The Client shall allow Pethealth to use the Client’s name and logo in Pethealth marketing materials.
- f) The Client shall begin using the PetPoint Adoptable Search Module and/or homepage on Petango on the day of go live.



### SCHEDULE C – Collection of Consent

The Client or its Personnel shall solicit the consent of all adopters and any pet owner where a microchip has been implanted (the “**Consenting Parties**”) to receive communications from Pethealth Inc. or its subsidiaries (the “**Communications**”).

In such instances, the Client agrees that:

- a) The Client or its Personnel shall solicit each Consenting Party’s express consent to receive the Communications.
- b) In soliciting the consent described above, the Client or its Personnel shall ensure that:
  - i. the form of consent requires each Consenting Party to “opt-in” to (rather than “opt-out” of) providing its consent; and
  - ii. each Consenting Party has an opportunity to decline or revoke its consent.
- c) The Client will record each Consenting Party’s consent (or lack thereof) in the Application in the appropriate consent fields.
- d) The Client shall maintain any written or recorded evidence of each Consenting Party’s consent (or lack thereof) and deliver such evidence to Pethealth immediately upon request.
- e) At all times, the Parties shall treat all records and evidence of each Consenting Party’s consent (or lack thereof) as Confidential Information.
- f) At all times, the Client shall ensure that proper training is provided to all applicable Personnel in soliciting consent and in maintaining the records and evidence of each Consenting Party’s consent (or lack thereof) as described in this Schedule C.
- g) The Client shall adopt any other practices as requested by Pethealth to comply with applicable law (including, but not limited to, any applicable anti-spam legislation) in respect of the activities described in this Schedule C.

*[Remainder of page is intentionally left blank.]*

**SCHEDULE D – PetPoint Payment Summary**

PetPoint Annual Subscription Fee				
PetPoint Subscription Type		Fee Per Year	# Concurrent Licensed Users	Total Fee
	PetPoint Professional – Five (5) Concurrent Users	\$5,000	5	
	PetPoint Professional – Unlimited Users	\$10,000	Unlimited	
X	PetPoint Professional Marketing Program - Unlimited	\$0.00	Unlimited	<b>0.00</b>
	PetPoint Enterprise (with Builders) – Ten (10) Concurrent Users	\$15,000	10	
	PetPoint Enterprise (with Builders) – Unlimited Users	\$25,000	Unlimited	
	PetPoint Enterprise (with Builders) – Marketing Program – Ten (10) Concurrent Users	\$10,000	10	
	PetPoint Enterprise (with Builders) – Marketing Program – Unlimited Users	\$15,000	Unlimited	
	PetPoint Enterprise (without Builders) – Ten (10) Concurrent Users	\$11,500	10	
	PetPoint Enterprise (without Builders) – Unlimited Users	\$21,500	Unlimited	
	PetPoint Enterprise (without Builders) – Marketing Program – Ten (10) Concurrent Users	\$6,500	10	
	PetPoint Enterprise (without Builders) – Marketing Program – Unlimited Users	\$11,500	Unlimited	
Additional Users		Fee Per Year	# Additional Users	
	PetPoint Professional	\$250/user		
	PetPoint Enterprise (with Builders)	\$500/user		
	PetPoint Enterprise (with Builders) - Marketing Program	\$250/user		
	PetPoint Enterprise (without Builders)	\$450/user		
	PetPoint Enterprise (without Builders) – Marketing Program	\$200/user		
		Fee Per Year	# Additional Terabytes (TB)	
	PetPoint Enterprise (all versions)	\$200/TB		
Total Annual PetPoint Subscription Fee				\$ <b>0.00</b>

Onboarding Fee			
Onboarding Type		Due Date	Total Fee
X	PetPoint Professional	<b>11/30/2017</b>	\$1,000, one time
	PetPoint Professional (from Lite)		\$500, one time
	PetPoint Enterprise		\$2,500, one time
	PetPoint Enterprise (from Pro/Lite)		\$1,500, one time

PetPoint Annual Subscription Fee Payment Frequency	
Frequency	
X	Annual
	Quarterly
	Not Applicable

*[Remainder of page is intentionally left blank.]*

## SCHEDULE E – Form of Amending Agreement

### PETPOINT APPLICATION SERVICE PROVIDER AMENDING AGREEMENT

This Amending Agreement (the “**Amending Agreement**”) is made and entered into as of \_\_\_\_\_ (the “**Effective Date**”), by and between:

Pethealth Services (USA) Inc.,  
 3315 Algonquin Road, Suite 450  
 Rolling Meadows, IL 60008  
 (“**Pethealth**”)

-and-

City of Lake Worth  
 3805 Adam Grubb  
 Lake Worth TX  
 (the “**Client**”)

Both Parties entering into the PetPoint Application Service Provider Agreement dated as of \_\_\_\_\_ (the “**Agreement**”) wish to amend the Agreement on the terms and conditions described in this Amending Agreement.

In consideration of the Parties agreeing to amend their obligation in the existing Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, both parties agree as follows:

#### 1. Amendments

Original Provision	Amended Provision
<i>Original language of provision to be amended</i>	<i>Amended language of provision to be amended</i>
<i>Original language of provision to be amended</i>	<i>Amended language of provision to be amended</i>
<i>Original language of provision to be amended</i>	<i>Amended language of provision to be amended</i>

#### 2. No Other Change

Except as provided in this Amending Agreement, all of the terms and conditions of the Agreement remain unchanged and in full force and effect and will be read with this Amending Agreement.

#### 3. Terminology

Capitalized terms not defined in this Amending Agreement shall have the meaning as described in the Agreement.

*[Remainder of page intentionally left blank.]*





By signing this Amending Agreement, both parties are entering into the Amending Agreement as of the Effective Date and agree to the terms and conditions outlined within.

**PETHEALTH:**

Pethealth Services (USA) Inc.

**Address:**3315 Algonquin Road Suite 450  
Rolling Meadows, IL 60008**Telephone:**

1-866-630-7387

**Email:**

info@PetPoint.com

**Name of Signer:****Signer's Title:****Signature:****Signer's Telephone:**

1-866-630-7387 ext.

**Signer's Email:****Date:****CLIENT:**

City of Lake Worth

**Billing Address:**

3805 Adam Grubb

Lake Worth

TX 76135

**Telephone:**

(817) 237-1211

**Email:**

animalcontrol@lakeworthtx.org

**Name of Signer:**

Stacey Almond

**Signer's Title:****Signature:****Signer's Telephone:****Signer's Email:**

salmond@lakeworthtx.org

**Date:**

**Pethealth Services (USA) Inc.**, 3315 Algonquin Road, Suite 450, Rolling Meadows, IL 60008, USA  
**Pethealth Services Inc.**, 710 Dorval Drive, Suite 400, Oakville, On L6K3V7, CANADA

#### Software Solutions Quote Information

Prepared By	Jessi Culkin	Date Quote Sent	10/6/2017
Email	jessi.culkin@pethealthinc.com	Expiration Date	11/6/2017
		Quote Number	00000071

#### Customer Information

Organization Name	Lake Worth Animal Services	Bill To Name	Lake Worth Animal Services
Contact Name	Felicia Bratcher	Bill To	7209 Comanche Trail
Phone	(817) 304-4264		Lake Worth, Texas 76135
Email	fbratcher@lakeworthtx.org		United States
		Phone	(866) 630-7387

#### Quote Notes

#### Quote Line Items

Product	Product Code	Billing Schedule	Quantity	Sales Price	Total Price
Level 9 - Microchip	L9 - Microchip	One Time Fee	25.00	\$6.35	\$158.75
PetPoint Onboarding Fee - Professional	PP-OB-Pro	One Time Fee	1.00	\$1,000.00	\$1,000.00
PetPoint Professional - Marketing Program Discount	PP-PRO-MKTG DISC PRGM	Annually	1.00	(\$10,000.00)	(\$10,000.00)
PetPoint Professional - Unlimited License Fee	PP-Pro-Unl	Annually	1.00	\$10,000.00	\$10,000.00

#### Quote Total Price

Subtotal	\$1,158.75	Discount	0.00%
		Total Price	\$1,158.75

#### Quote Terms and Expiration

**This quote is valid 30 days from the day it was sent. This quote is issued to the organization named in this quote and is non-transferable and cannot be assigned to any third party. By accepting this quote you accept the pricing and any additional terms and conditions listed in the Quote Notes as binding and non-negotiable.**

**An agreement will follow after the acceptance of this quote.**

**Agenda Item No. F.14**

---

**From:** Corry Blount, Chief of Police

**Item:** Discuss and consider a contract with Propertyroom.com for the auction of Police confiscated goods and authorize the City Manager to execute the contract.

**Summary:**

PropertyRoom.com auctions confiscated goods for over 3,000 local police departments and municipalities. Propertyroom.com handles the pickup, inspection, processing, refurbishing, listing, and the shipping of the merchandise provided by law enforcement and municipal clients. Instead of conducting traditional live auctions where bidder turnout tended to be low, police departments are able to offer their merchandise to registered users. With a much larger number of potential bidders, PropertyRoom.com auctions typically have a winning bid price higher than live traditional offline police auctions. This service also allows police and municipal clients to eliminate overhead and overtime to off-duty employees organizing an auction, allowing them to concentrate on their core responsibilities.

**Fiscal Impact:**

1. There is no negative fiscal impact. Once auctions are complete, proceeds are forwarded to the City with Propertyroom.com retaining a percentage of the sale per the contract fee schedule.

**Attachments:**

1. Contract
2. 1295 Form
3. Service Brochure

**Recommended Motion or Action:**

Move to approve a contract with Propertyroom.com for the auction of Police confiscated goods and authorize the City manager to execute the contract.

This Asset Disposition Services Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and \_\_\_\_\_ ("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

**Whereas** Contractor's business involves surplus asset management, selling, auction, disposition and related services ("Services"); and

**Whereas** Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.

**Now therefore**, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. **Items Requiring Services.** Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.
2. **Title to Assets.** Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").
3. **Term and Termination**  
This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date and thereafter will

automatically renew for consecutive one (1) year terms unless written notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.

- a. Either Owner or Contractor (the "Party" of "Parties") may terminate the Agreement upon thirty (30) days prior notice to the other Party.
  - b. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
  - c. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.
4. **Payment for Services**
- a. **Fees.** Fees for Contractor Services appear in signed addendums to this Agreement.
  - b. **Remittance of Proceeds.** Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than \$250 until such time as the amount owed Owner equals or exceeds \$250.
  - c. **Invoices.** If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
    - (1) Invoice Owner for Services, net of Proceeds collected, or
    - (2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for six (6) consecutive months.
  - d. **Reporting.** Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, Fees and Owner Net Proceeds.
5. **Contractor Obligations.** Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:
- a. Contractor shall maintain insurance covering Assets against fire, theft, and extended coverage risks ordinarily included in similar policies.
  - b. For auction Services, Contractor will use organic marketing techniques ("OMT") to increase bidding on Owner Assets. OMT may

include, but not be limited to, email, publicity related to this Agreement, and facilitation of clickable links on Owner website(s) to websites used by Contractor for Asset sales.

**6. Asset Lists**

- a. **Manifest & Asset Lists.** Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 120 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
- b. **Excluded Assets.** Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.

**7. Salability of Assets.**

- a. Owner states Assets subject to Services are legally available for sale to the general public; and
- b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.

- 8. Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.

- 9. Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.

- 10. Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.

- 11. Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

- 12. Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.

- 13. Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

- 14. Relationship of the Parties.** No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create

## Asset Disposition Services Agreement

any liability or obligation whatsoever on behalf of the other, to any person or entity.

15. **Force Majeure.** Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force

Majeure"), it being understood that lack of financial resources will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.

<b><u>OWNER</u></b>	
<b>Signature</b>	_____
<b>Name</b>	_____
<b>Title</b>	_____
<b>Date</b>	_____

<b><u>CONTRACTOR</u></b>	
<b>Signature</b>	_____
<b>Name</b>	_____
<b>Title</b>	_____
<b>Date</b>	_____

### OWNER INFORMATION & AGREEMENT OPTIONS SELECTED

<b>Owner Name:</b>	<b>Account #:</b>
<b>Street Address:</b>	<b>Cooperative Purchasing Agreement?</b> NJPA <input type="checkbox"/> TXMAS <input type="checkbox"/> Other (Please specify) _____ <input type="checkbox"/>  <b>Member #:</b> _____
<b>City, State/Province, Postal Code, Country:</b>	<b>Resolution of Unpaid Monthly Service Fees:</b> Balance carry-over <input type="checkbox"/> Monthly Invoice <input type="checkbox"/>
<b>Telephone:</b>	<b>Fax:</b>
<b>Primary Contact:</b>  Name _____ Work _____ Mobile _____ Email _____	<b>Secondary Contact:</b>  Name _____ Work _____ Mobile _____ Email _____

1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated \_\_\_\_\_ ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.
2. **Definitions.**
  - a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
  - b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
  - c. **Payment Processing Costs.** Payment processing costs equal 3% of Sales Price ("PP Costs").
  - d. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
  - e. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".
3. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.
  - a. **Portables Auction Service ("Portables").** Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.
    - (1) **Non-bicycle Asset Success Fee.** For non-bicycle assets, Success Fee equals 50% for the first \$1,500 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,500.
    - (2) **Bicycle Asset Success Fee.** For bicycle assets, Success Fee equals 85% of the Winning Bid.
    - (3) **Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
    - (4) **Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner's location.

Retail Diesel (per gal)	Fuel Surcharge
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20*

\* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

- (5) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.
- b. **Firearms Auction Service.** This service is restricted to Owner firearm assets ("Firearm Assets") legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Firearm Assets.

Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee ("FFL") holder ("Recipient FFL" or "Partner FFL"). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder ("Transferee FFL") that will administer final physical transfer to purchaser ("Buyer") in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.

  - (1) **Success Fee.** For Firearm Assets, Success Fee equals 50% for the first \$1,500 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,500.



(2) **Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.

c. **In Place Auction Service ("In Place").** Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.

(1) **Success Fee.** For each In Place Asset, Success Fee equals 2.5% of Winning Bid.

(2) **Net Proceeds.** For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.

d. **Haul Away Auction Service ("Haul Away").** Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

(1) **Success Fee.** For each Haul Away Asset, Success Fee equals 12.5% of Winning Bid.

(2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

Haul Away Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	First 30 miles free. \$10 for every 10 miles over the 1st 30 free miles
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 <sup>th</sup> or subsequent attempt	\$35 / re-list
<i>Storage - light &amp; medium duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$5 / day
<i>Storage - heavy duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$8 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

(3) **Net Proceeds.** For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow & Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.

e. **Impound Storage & Auction Service ("Impound").** Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities ("Yards"), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles ("Released Vehicles"), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors

("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

- (1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).
- (3) **Storage Fees.** Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

Impound Storage & Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 <sup>th</sup> or subsequent attempt	\$35 / re-list
<i>Owner Storage Fees</i>	Daily storage for assets stored and awaiting auction	Per day	\$8 / day
<i>Citizen Storage Fees</i>	Daily storage for release vehicles	Per day	\$15 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.

4. **Modifications.** Contractor may, from time to time, modify Standard Fees & Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

<b><u>OWNER</u></b>	
Signature	_____
Name	_____
Title	_____
Date	_____

<b><u>CONTRACTOR</u></b>	
Signature	_____
Name	_____
Title	_____
Date	_____

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

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2017-280540

Date Filed:  
11/06/2017

Date Acknowledged:

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

PropertyRoom.com, Inc.  
Frederick, MD United States

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

Lake Worth, TX Police Department

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

2017-11-14 F14  
Ongoing surplus property auction for the City of Lake Worth Police Dept.

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

**5 Check only if there is NO Interested Party.****6 AFFIDAVIT**

**PATRICIA D. BENSON**  
NOTARY PUBLIC  
FREDERICK COUNTY  
MARYLAND  
MY COMMISSION EXPIRES JULY 19, 2021

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 ANDREW J. NASH, this the 8<sup>th</sup> day of NOVEMBER, 2017, to certify which, witness my hand and seal of office.

  
Signature of officer administering oath

PATRICIA D. BENSON  
Printed name of officer administering oath

NOTARY PUBLIC  
Title of officer administering oath

# PROPERTYROOM.COM ONLINE AUCTION SERVICES

*Turn your headaches into cash*

Property & Evidence | Firearms | Vehicles & Equipment  
Law Enforcement | Government | Municipality | Surplus



PropertyRoom.com helps departments across the country to:

- 🗑️ Eliminate clutter
- 📦 Reduce storage & handling costs
- 🔒 Safely & securely liquidate assets
- 📈 Increase proceeds
- 👤 Employ chain-of-custody practices

✉️ [Sales@PropertyRoom.com](mailto:Sales@PropertyRoom.com)





# EARN MORE PROCEEDS FOR YOUR AGENCY WITH PROPERTYROOM.COM'S

## *Online Auction Platform & Services*

You have enough to do without auctioning property and evidence, firearms or fleet and equipment. That's where PropertyRoom.com comes in.

With PropertyRoom.com you'll benefit from:

- 1.7 million registered bidders
- Live customer support for your agency during business hours
- Payments on proceeds from auctions each month
- 24 / 7 / 365, fully transparent tracking and visibility of your property via our proprietary asset tracking system
- 100% solution to your disposition needs



### Property & Evidence

We handle everything from asset pick-up & evaluation to auctioning to post auction accountability.

- Scheduled pick-ups
- Photographing, cleaning, sorting, and assessing the condition of assets
- Consistent marketing support to increase visibility and end value
- Process payments and ship won auction assets to winning bidders
- Additional Added Service: Return of lost or stolen assets when citizens prove any asset on our site is rightfully theirs



### Firearms (Seized, Unclaimed or Service Firearms)

Earn more at auction from bidders nationwide than you would by selling to / trading in at your local dealer or auctioning locally.

- Federal Firearms Licensee (FFL)
- Partnered with leading online firearms auction site, FFL to FFL
- Secure, fast & easy process
- Monetize your firearms anonymously
- Earn with Proceeds or Dollar-for-Dollar Credit for LE Gear
- Transparent and fully auditable (Chain of Custody Intact) Compliant with ATF, Title 18, U.S. Code, Ch. 44 and NFA (26 U.S.C., Ch. 53)



### Vehicles & Equipment

Haul away your headaches or sell in place.

- Auction your assets from coast to coast, and worldwide
- Processing citizen returns upon proof of clearance from your agency
- Haul Away your headaches or sell In Place - from your lot to our Online Auction
- Streamline your auctions with **MobiCat**, our mobile application that integrates with our online auction platform

✉ [Sales@PropertyRoom.com](mailto:Sales@PropertyRoom.com)



**PROPERTYROOM**.com

# SECURE LIQUIDATION SERVICES FOR FIREARMS INVENTORY

## Firearms Auction Services SAFE | SECURE | PROFITABLE



Let our Firearms Auction Services handle the liquidation of your Firearms inventory by auctioning online, on a secure Firearms auction site available to bidders nationwide, 24/7/365.

Earn more at auction from bidders nationwide than you would by selling to / trading in at your local dealer or auctioning locally.



Auction Seized, Unclaimed  
or Service Firearms



Its FREE to get your Firearms to us - whether  
you ship them or we pick them up



Federal Firearms Licensee (FFL)



Earn with Proceeds or Dollar-for-Dollar  
Credit for LE Gear



Partnered with leading online  
Firearms auction site, FFL to FFL



Transparent and fully auditable (Chain  
of Custody Intact) Compliant with ATF,  
Title 18, U.S. Code, Ch. 44 and NFA  
(26 U.S.C., Ch. 53)



Anonymous, secure, fast & easy  
monetization of your Firearms

CONTACT: [Sales@PropertyRoom.com](mailto:Sales@PropertyRoom.com)

### Did you know?

- Auctioning of firearms property & evidence inventory has recently become allowed (or required) in many states.
- In many cases, the proceeds for the sale of firearms inventory comes back directly to the law enforcement agency instead of the general fund.
- In just ONE firearms inventory submission, you could earn well over 500% more than your average yearly Property & Evidence proceeds!\*

\$82,000

Year 1

\$55,000

Year 2

\$52,000

Year 3

\$325,000

\$45,000

Year 4

■ P&E Auction Proceeds ONLY

■ Firearm Auction Estimated Proceeds

\*Based on one client's online auction actual and estimated results.



PROPERTYROOM.COM

# SECURE LIQUIDATION SERVICES FOR FIREARMS INVENTORY

## Firearms Auction Services



## TWO WAYS TO EARN

*We'll haul away headaches and...*

### OPTION 1

*...we'll send back proceeds*

- Depending on your jurisdiction's rules and regulations, we can send your proceeds to your preferred location via wire transfer or check

### OPTION 2

*...you'll get a Dollar-for-Dollar Credit for  
ANYTHING on BudsGunShop.com*

- Don't see what you want? We'll check BudsGunShop.com's Qualified Professionals\* Secret Stash for you (*Bud's Police Supply is a large and leading law enforcement supply company*)
- **BONUS:** You may qualify for additional discounts on BudsGunShop.com because you are a Qualified Professional\*
- Earn more at auction from a nationwide audience of bidders than you would by trading in your Firearms at your local dealer or auctioning locally
- Benefits directly support your agency and let you get the supplies you need with no up-front costs

\*BudsGunShop.com offers discounts to Qualified Professionals. Please check their site for details.



# SECURE LIQUIDATION SERVICES FOR FIREARMS INVENTORY

## Firearms Auction Services

### HOW DOES IT WORK?

#### Large Quantity

#### Small Quantity



## Lake Worth City Council Meeting – November 14, 2017

### Agenda Item No. F.15

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**From:** Stacey Almond, City Manager

**Item:** Discuss and consider approval of a waiver to Chapter 3, Section 3.1818 of the Sign Ordinance for ShopFest, beginning November 22, 2017 and ending December 23, 2017.

**Summary:**

This will be the 12<sup>th</sup> year of ShopFest here in Lake Worth. We're excited about the 2017 ShopFest advertisement agenda. This year ShopFest will include the following:

1. 90 :60 Second commercials on The Ranch (15 per week) running at peak times;
2. Match schedule with :60 Second Streaming Commercials;
3. 14 :60 Second Commercials on Hank FM;
4. Match schedule with :60 Second Streaming Commercials;
5. Two 2-hour LIVE Remotes:
  - a. Friday, November 24<sup>th</sup> 12-2; and
  - b. Friday, December 18<sup>th</sup> 12-2 p.m.

Business owners are interested in a relaxation of the Sign Ordinance to allow them to advertise more aggressively during the peak holiday shopping times. Staff is requesting a waiver from the above listed ordinance to allow business owners to put up banners, flags, and portable signs from November 22, 2017 and ending December 23, 2017 for ShopFest.

**Fiscal Impact:**

1. \$9,970 (EDC FY 17-18 Budget)

**Attachments:**

1. ShopFest – Marketing Guide, Lake Worth

**Recommended Motion or Action:**

Move to approve a waiver to Chapter 3, Section 3.1818 of the Sign Ordinance for ShopFest, beginning November 22, 2017 and ending December 23, 2017.

# City Of Lake Worth Shop Fest 2017

Ranch and Hank FM Radio Marketing Proposal

Presented to Stacey Almond – City of Lake Worth  
Presented by Allison Hocking – LKCM Radio Group







KFWR 95.9 The Ranch and KTFW 92.1 Hank FM offers the City Of Lake Worth the ability to reach an active audience throughout North Texas. Our station's unique on-air personalities are active and well known in their communities. This custom proposal will reach listeners in over 20 counties, and includes remotes on The Ranch and Hank FM to promote the Holiday shopping season in Lake Worth!



Malone – Mid-Days on The Ranch



Erin Wilde – Mornings on Hank FM



Great Music, Games and Prizes at The Ranch and Hank FM events!



The Ranch Booth at the Fort Worth Stock Show and Rodeo



Hank FM at Red Steagall's Cowboy Gathering Parade



Crowman – PM Drive on Hank FM





## On-Air and Streaming Commercials – KFWR – 95.9 The Ranch

### 6 Week Commercial Schedule

- 90 :60 Second commercials (15 per week) to run 6a-10p 11/13- 12/23 on The Ranch to promote Holiday Shopping in the City of Lake Worth – Valued at \$7,110.
- Match Schedule with :60 Second Streaming Commercials on 959theranch.com. Includes 250X300 Click-Through Banner to City of Lake Worth FB page – Valued at \$700

Dates	:60 Sec	Value	Rate	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Spots	Value	Investment
11/13 – 12/22	6a – 10p	\$85	\$75	2	2	2	3	3			12	\$1,020	\$900
11/18 – 12/23	6a – 8p	\$55	\$50						3		3	\$165	\$150

- **Minimum 60,000 In App Ad Impressions, 10k per week from 11/13-12/23** The Ranch App has been downloaded over 800,000 times to Apple and Android devices. The City of Lake Worth can reach an active audience through targeted messages on our Ranch App. The 140 character in-app ads can link directly to the City of Lake Worth's Facebook page. - The value of the in App Ad package is \$600, \$100 per week. The City of Lake Worth's investment is only \$300, \$50 per week during the campaign.

The total advertising value of the Ranch On-Air portion of the proposal is \$8,410

The City of Lake Worth's total investment on The Ranch for the On-Air portion of the proposal is only \$6,600

## On-Air and Streaming Commercials – KTFW – 92.1 Hank FM

### 1 Week Commercial Schedule

- 14 :60 Second commercials to run 12/4- 12/8 on Hank FM to promote Holiday Shopping in the City of Lake Worth – Valued at \$840.
- Match Schedule with :60 Second Streaming Commercials on 921hankfm.com. Includes 250X300 Click-Through Banner to City of Lake Worth FB page– Valued at \$80

Dates	:60 Sec	Value	Rate	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Spots	Value	Investment
12/4 – 12/8	6a – 10p	\$60	\$55	2	3	3	3	3			14	\$840	\$770

The total advertising value of the Hank FM On-Air portion of the proposal is \$840.

The City of Lake Worth's total investment on Hank FM for the On-Air portion of the proposal is only \$770

ALL Commercial production in our digital state-of-the-art studio is included!

The total advertising value of the commercial schedule on BOTH stations is \$9,250.

The City of Lake Worth's investment is only \$6,600 on The Ranch and only \$770 on Hank FM, total of \$7,370 for BOTH stations!



## 2 Hour Remote— KFWR – 95.9 The Ranch

### 2-Hour LIVE Remote on Friday, November 24<sup>th</sup> 2017 from 12noon – 2pm on 95.9 The Ranch

2 Hour Remote from 12noon-2pm to promote “Lake Worth Shop Fest 2017” – Valued at \$3,500. 2 Hour Remote includes:

- 20 :15 second promos the week of the event, Monday- Friday 6a-12mid
- 4 :60 Second Call Ins LIVE from the event from 12noon – 2pm
- Full Tent and Promo crew set up, with Ranch DJ on site for call-ins, and station prizes for giveaways

Dates	:15 Sec	Mon	Tue	Wed	Thur	Fri	Spots
11/20 – 11/23	6a-12mid	4	4	4	4		16
11/24	6a – 11a					4	4

The City of Lake Worth’s Investment is \$1,300 for the Ranch Remote



## 2 Hour Remote – KTFW – 92.1 Hank FM

### 2-Hour LIVE Remote on Friday, December 8<sup>th</sup> 2017 from 12noon – 2pm on 92.1 Hank FM

2 Hour Remote from 12noon-2pm to promote “Lake Worth Shop Fest 2017” – Valued at \$3,500. 2 Hour Remote includes:

- 20 :15 second promos the week of the event, Monday- Friday 6a-12mid
- 4 :60 Second Call Ins LIVE from the event from 12noon – 2pm
- Full Tent and Promo crew set up, with Hank FM DJ on site for call-ins, and station prizes for giveaways

Dates	:15 Sec	Mon	Tue	Wed	Thur	Fri	Spots
12/4 – 12/7	6a-12mid	4	4	4	4		16
12/8	6a – 11a					4	4

The City of Lake Worth’s Investment is \$1,300 for the Hank FM Remote



The total advertising value of the 2 hour live remotes on BOTH stations is \$7,000.

The City of Lake Worth’s investment is only \$1,300 on The Ranch and only \$1,300 on Hank FM, total of \$2,600 for BOTH stations!

The Total advertising VALUE of this proposal is \$16,250

The City of Lake Worth’s investment for the commercial schedule on BOTH stations and 2-Hour remotes on BOTH stations is only \$9,970.

**Lake Worth City Council Meeting – November 14, 2017**

**Agenda Item No. F.16**

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**From:** Stacey Almond, City Manager

**Item:** Discuss and consider approval of Resolution No. 1038, canvassing returns and declaring the results of the November 7, 2017 Special Election.

**Summary:**

The City Council ordered a Special Election for the reallocation of sales and use tax for the Economic Development Corporation and the Street Maintenance Tax. The proposition went before the voters on November 7, 2017.

The Texas Election Code requires that the City Council meeting following the election to canvass the votes. The unofficial cumulative returns for the election were as follows:

**PROPOSITION**

“The abolition of the local sales and use tax for the benefit of the Type B Economic Development Corporation within Lake Worth; the abolition of a local sales and use tax in Lake Worth for the maintenance and repair of municipal streets; and the adoption of a local sales and use tax in Lake Worth at the rate of one and three-fourths percent.”

FOR	<u>91</u>
AGAINST	<u>50</u>
TOTAL NUMBER OF VOTES CAST:	<u>141</u>

The proposition received a favorable majority vote.

Because there is a potential for some provisional votes or outstanding overseas ballots, the unofficial results are subject to change prior to the canvass. Provisional voting is part of the Help America Vote Act of 2002 and is designed to allow persons who might not otherwise qualify to vote at a polling place to cast a provisional ballot. Some of the reasons a voter may cast a provisional ballot include a voter who asserts he/she is registered to vote but whose name does not appear on the voter registration list, a voter who was unable to produce his/her voter registration certificate or another form of voter identification, or a voter who is registered to vote but is attempting to vote at a precinct other than the precinct in which the voter is registered. The Early Voting Ballot Board will determine, based on State regulations, whether the provisional ballots can be accepted or rejected.

Once the Board has completed these processes, the unofficial results will be updated to reflect any changes. Should there be changes, Council will be provided prior to the canvass the revised unofficial results and a revised resolution.



Agenda Item No. F.16

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**Fiscal Impact:**

N/A

**Attachments:**

1. Resolution No. 1038
2. Tarrant County Election Results

**Recommended Motion or Action:**

Move to approve Resolution No. 1038, canvassing returns and declaring the results of the November 7, 2017 Special Election.

**RESOLUTION NO. 1038**

**A RESOLUTION OF THE CITY COUNCIL OF LAKE WORTH, TEXAS, DECLARING THE RESULTS OF THE NOVEMBER 7, 2017 SPECIAL ELECTION REPEALING THE SALES AND USE TAX OF ONE-HALF (1/2) OF ONE PERCENT FOR THE BENEFIT OF THE TYPE B ECONOMIC DEVELOPMENT CORPORATION; REPEALING THE SALES AND USE TAX OF ONE-FOURTH (1/4) OF ONE PERCENT FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; INCREASING THE LOCAL SALES AND USE TAX FROM THE RATE OF ONE (1) PERCENT TO A RATE OF ONE AND THREE FOURTHS (1 3/4) PERCENT.**

**WHEREAS**, on November 7, 2017, the City's special election was held in accordance with the Texas Election Code for the purpose of eliminating the collection of sales and use tax within the City for the benefit of a Type B Economic Development Corporation; and eliminating the collection of sales and use tax under the provisions of Chapter 327, as amended, Texas Tax Code, for the benefit of maintenance and repair of municipal streets; and adopting a sales and use tax within the City of one and three fourths (1 3/4) percent; and

**WHEREAS**, state law requires that the governing body of the City of Lake Worth canvass all elections; and

**WHEREAS**, on November 14, 2017, the City Council duly canvassed the vote of said election; and

**WHEREAS**, the canvass shows the following election results:

**PROPOSITION**

"The abolition of the local sales and use tax for the benefit of the Type B Economic Development Corporation within Lake Worth; the abolition of a local sales and use tax in Lake Worth for the maintenance and repair of municipal streets; and the adoption of a local sales and use tax in Lake Worth at the rate of one and three-fourths percent."

FOR

\_\_\_\_\_

AGAINST

\_\_\_\_\_

TOTAL NUMBER OF VOTES CAST:

\_\_\_\_\_

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

**SECTION 1.**

The City Council finds that the results of the election as reported in the above canvass are correct and, therefore, declares the results on the proposition as being PASSED.

**SECTION 2.**

The City Council finds and determines that the proposition was approved by the following number of votes: \_\_\_\_\_.

**SECTION 3.**

The City Secretary is hereby directed to forward to the Texas Comptroller of Public Accounts, by United States certified or registered mail, a certified copy of this resolution along with a map of the municipality clearly showing its boundaries.

**SECTION 4.**

This resolution shall be in full force and effect from and after its passage and it is so resolved.

**PASSED AND APPROVED** this 14th day of November, 2017.

**APPROVED:**

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

**ATTEST:**

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

# Cumulative Report — Unofficial

## Tarrant County — Joint Elections — November 07, 2017

Page 6 of 8

11/08/2017 12:07 AM

Total Number of Voters : 53,975 of 1,082,717 = 4.99%

Precincts Reporting 357 of 357 = 100.00%

Party	Candidate	Absentee	Early	Election	Total
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City of Lake Worth Proposition A, Vote For 1

For	1	100.00%	36	64.29%	54	64.29%	91	64.54%
Against	0	0.00%	20	35.71%	30	35.71%	50	35.46%
<b>Cast Votes:</b>	<b>1</b>	<b>100.00%</b>	<b>56</b>	<b>98.25%</b>	<b>84</b>	<b>100.00%</b>	<b>141</b>	<b>99.30%</b>
<b>Over Votes:</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>
<b>Under Votes:</b>	<b>0</b>	<b>0.00%</b>	<b>1</b>	<b>1.75%</b>	<b>0</b>	<b>0.00%</b>	<b>1</b>	<b>0.70%</b>

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
4	4	100.00%	142	2,679	5.30%

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