

CITY OF LAKE WORTH

CITY COUNCIL AGENDA

**3805 ADAM GRUBB
LAKE WORTH, TEXAS 76135
TUESDAY, MAY 8, 2018**

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):

A.3.1 [Special Presentation Coleson's F.R.O.G. event update](#)

A.3.2 [Welcome and introduction – public official, public employee or citizen.](#)

A.3.3 [Presentation – Certificates of Election and Administer Oaths of Office to elected Council member Places 1, 3, 5, and 7](#)

A.4 CITIZENS PRESENTATION / VISITOR COMMENTS

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

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

B. CONSIDER APPROVAL OF CONSENT AGENDA ITEMS

- B.1 [Approve minutes of the April 10, 2018 City Council meeting.](#)
- B.2 [Approve Finance Reports for the month of April 2018.](#)
- B.3 [Approve an Interlocal Agreement for Administrative Cost Funding for the Tarrant County Transportation Services Section 5310 Program with the Fort Worth Transportation Authority from May 1, 2018 through April 30, 2019 and authorize the City Manager to execute same.](#)
- B.4 [Approve the audit engagement letter from Snow Garrett Williams, Certified Public Accountants for audit services for the fiscal year ending September 30, 2018 and authorize the City Manager to sign the document.](#)
- B.5 [Approve a professional service agreement with Dunaway Associates, LP for the Zoning and Subdivision Regulations, in an amount not to exceed \\$110,000 and authorize the City Manager to execute the contract.](#)

C. APPOINTMENTS

- C.1 [Discuss and consider appointment of Mayor Pro Tem.](#)

D. PUBLIC HEARINGS

- D.1 [Public Hearing to consider Planning & Zoning Case No. PZ-2018-03, a proposed replat being all 0.609-acre parcel\(s\) of land known as Block 25, Lot 3 \(south half\) and Lot 4, Indian Oaks Subdivision of the records of Tarrant County, Texas. The proposed replat's new legal description will be Block 25, Lot\(s\) 3R and 4R, Indian Oaks Subdivision, commonly known as 3300 Mohawk Trail \(lot 4R\) and 3308 Mohawk Trail \(lot 3R\), Lake Worth, Texas. **\(The Planning & Zoning Commission recommended approval by a vote of 7-0.\)**](#)
- D.2 [Public Hearing to consider Planning & Zoning Case No. PZ-2018-04, a proposed preliminary plat being all of a 0.5030-acre tract of land legally known as Abstract 1552, Tract 2HH, Moses Townsend Survey of the records of Tarrant County, Texas. The proposed preliminary plat's new legal description will be Block 1, Lot\(s\) 3 and 4, Moses Townsend Addition, commonly known as 7229 Charbonneau and 3612 Mohawk Trail, Lake Worth, Texas. **\(The Planning & Zoning Commission recommended approval by a vote of 5-2.\)**](#)

- D.3 [Public Hearing to consider Planning & Zoning Case No. PZ-2018-05, a proposed final plat being all of a 0.5030-acre tract of land legally known as Abstract 1552, Tract 2HH, Moses Townsend Survey of the records of Tarrant County, Texas. The proposed final plat's new legal description will be Block 1, Lot\(s\) 3 and 4, Moses Townsend Addition, commonly known as 7229 Charbonneau and 3612 Mohawk Trail, Lake Worth, Texas. \(The Planning & Zoning Commission recommended approval by a vote of 5-2.\)](#)
- D.4 [Public Hearing to consider Planning & Zoning Case No. PZ-2018-06, a proposed replat being all of 3.349-acres of land known as Block 32, Lot\(s\) 1-4 and 9-12, Indian Oaks Subdivision of the records of Tarrant County, Texas. The proposed replat's new legal description will be Block 32, Lot\(s\) Lot 1R1, 1R2, 2R1, 2R2, 3R, 4R1, 4R2, 9R1, 9R2, 10R, 11R1, 11R2, 12R1, and 12R2, Indian Oaks Subdivision, which is off Shawnee Trail, Apache Trail, and Caddo Trail, Lake Worth, Texas. \(The Planning & Zoning Commission recommended approval by a vote of 5-1-1.\)](#)
- D.5 [Public Hearing to consider Ordinance No. 1113, Planning & Zoning Case No. PZ-2018-07, amending Ordinance No. 741, so as to change the zoning designation of an approximately 21.014-acre parcel of land, legally known as Block A, Lot 1R, Lake Worth Towne Center, Lake Worth, Tarrant County, Texas, being that all of the certain called 21.014-acre parcel of land recorded in the deed records of Tarrant County, Texas, from a zoning designation of "PC" – Planned Commercial for the use of a Walmart to a zoning designation of "PC" – Planned Commercial for the use of Retail for a Walmart Supercenter with a Fuel Station/Convenience Store, along with an amended 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 21.014-acre parcel of land located at 6360 Lake Worth Blvd., Lake Worth, Texas. \(The Planning & Zoning Commission recommended approval by a vote of 7-0.\)](#)
- E. **PLANNING AND DEVELOPMENT**
No items for this category.
- F. **PUBLIC WORKS**
- F.1 [Discuss and consider a change order request in the amount of \\$37,964.70, a 25% increase to the concrete contract with Raydon Inc. for the 2017 Concrete Rehabilitation projects](#)
- F.2 [Discuss and consider Resolution No. 2018-20, amending the bid for the 43rd Year Tarrant County Community Development Block Grant \(CDBG\) Project for Caddo and Apache Trail Sanitary Sewer Line Rehabilitation for the total base bid of \\$165,652.00 and to pledge the City contribution amount of \\$10,419.00.](#)

- F.3 [Discuss and consider the approval of an Interlocal Agreement with Tarrant County permanent roadway striping in an amount not to exceed \\$1,200.00 and authorize the City Manager to execute the agreement.](#)

G. GENERAL ITEMS

- G.1 [Discuss and consider Ordinance No. 1112 amending the FY 2017/2018 budgets for multiple operating funds.](#)
- G.2 [Discuss and consider entering into an Interlocal Agreement between the City of Lake Worth and the City of Lakeside for Public Safety Dispatch and Detention Services and authorize the City Manager to execute the contract.](#)
- G.3 [Discuss and consider a 48-month extension to the contract with the Texas General Land Office \(GLO\) for electric service through Cavallo Energy and authorize the City Manager to execute the contract.](#)
- G.4 [Discuss and consider approval of an Information Technology Support Services Agreement with MedStar for clinical records and reporting platform software and authorize the City Manager to execute the agreement.](#)
- G.5 [Discuss and consider approval of an Equipment Lease & Information Technology Support Services Agreement and authorize the City Manager to execute the agreement.](#)
- G.6 [Discuss and consider approval an agreement with Tarrant County for Mutual Aid in Fire Protection and Emergency Medical Services and authorize the City Manager to execute the agreement.](#)
- G.7 [Discuss and consider Resolution No. 2018-21, denying ONCOR's application for a Distribution Cost Recovery Factor to increase rates.](#)
- G.8 [Discuss and consider Resolution No. 2018-19, amending the authorization and submission of a grant application for rifle-resistant body armor grant program to the Texas Governor's Criminal Justice Division.](#)

H. MAYOR AND COUNCIL ITEM(S)

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

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

- I.1 **Assistant City Manager/Finance Director Report(s):**
1. Announcement Council Appreciation Dinner

I.2 Planning and Development Report(s):

1. Announcement Shred Event

I.3 Police Department Report(s):

1. Announcement Upcoming Retirements

I.4 Public Works Department Report(s)

1. Announcement Upcoming Retirements

J. 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.

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

L. ADJOURNMENT

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

Certification

I do hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, 3805 Adam Grubb, City of Lake Worth Texas in compliance with Chapter 551, Texas Government Code on Friday, May 4, 2018 at 3:00 p.m.

City Secretary

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

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. A.3.2

From: Stacey Almond, City Manager

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

Summary:

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

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. A.3.3

FROM: Monica Solko, City Secretary

ITEM: Oath of Office / Swearing in Ceremony.

SUMMARY:

Pursuant to the Election Code, the City of Lake Worth was able to cancel their general election due to the candidates for Council Places 1, 3, 5 and 7 being unopposed. At their March 13, 2018 meeting, City Council approved Resolution No. 2018-07, receiving the City Secretary's certification that the following candidates were unopposed for election to office for the election scheduled to be held on May 5, 2018 and that no write-in candidates have filed to be placed on the list of write-in candidates.

OFFICE	CANDIDATE	TERM
Council member, Place 1	Jim Smith	Two years
Council member, Place 3	Gene Ferguson	Two years
Council member, Place 5	Pat O. Hill	Two years
Council member, Place 7	Clint Narmore	Two years

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

In accordance with the Election Code, the newly elected officials will officially be sworn in and oaths administered by the City Secretary. A ceremony of the oath of office and swearing in will take place at the May 8, 2018 City Council meeting.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Oath of Office
2. Statement of Officer

RECOMMENDED MOTION OR ACTION:

N/A

This space reserved for office
use

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



OATH OF OFFICE

Filing Fee: None

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

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

Signature of Officer

.....

State of _____)
County of _____)

Sworn to and subscribed before me
this _____ day of _____, 20____.

(seal)

Signature of Notary Public or Other Officer
Administering Oath

Printed or Typed Name

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



STATEMENT OF OFFICER

Statement

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

Title of Position to Which Elected/Appointed: _____

Execution

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

Date: _____

Signature of Officer

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. B.1

FROM: Monica Solko, City Secretary

ITEM: Approve minutes of the April 10, 2018 Regular City Council meeting.

SUMMARY:

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

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

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. April 10, 2018 City Council minutes

RECOMMENDED MOTION OR ACTION:

Approve minutes of the April 10, 2018 Regular City Council meeting.

**MINUTES OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS
HELD IN CITY HALL, COUNCIL CHAMBERS, 3805 ADAM GRUBB
TUESDAY, APRIL 10, 2018**

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.

Mayor and Council observed a moment of silence in remembrance a former employee, resident and friend of the City of Lake Worth Mr. Mark Cone.

Mayor Pro Tem White 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
	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
	Corry Blount	Police Chief
	Mike Christenson	Fire Chief
	Sean Densmore	Public Works Director
	Barry Barber	Building Development Director
Absent:	Gene Ferguson	Council, Place 3

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

A.3.1 WELCOME AND INTRODUCTION – PUBLIC OFFICIAL, PUBLIC EMPLOYEE OR CITIZEN.

Police Chief Blount introduced newly promoted Police Sergeant Sean Ferguson and new Police Lieutenant J.T. Manoushagian. City Manager Stacey Almond recognized city

employees Natacha Valdez, Municipal Court Director for the completion of Level I and Level II Certified Court Clerk Program, Kelly McDonald, Public Works Administrative Assistant for the completion of Certified Texas Contract Developer and Courses 1 and 2 of the Texas Municipal Clerks Certification Program and Ashley Vonck, Animal Control Officer for the completion of Basic Animal Control Officer Certification.

A.3.2 PROCLAMATION “2018 CHILD ABUSE PREVENTION MONTH”.

Mayor Bowen presented a proclamation to Katia Gonzalez with the Alliance for Children proclaiming the month of April as Child Abuse Prevention month.

A.3.3 PROCLAMATION “EMERGENCY MEDICAL SERVICES WEEK” AND MEDSTAR UPDATE.

Mayor Bowen presented the Emergency Medical Services Week proclamation to Doug Hooten with MedStar.

Mr. Hooten presented a PowerPoint presentation updating Council on MedStar service enhancements. Services include EMS survey team-patient clinical performance patient care reporting integration for First Response agencies, computer-aided dispatch system, and mobile integrated healthcare. He also spoke about online enrollment for StarSaver a membership program that would cover medically necessary emergency services. He thanked Council for their continued support and ongoing partnership.

A.4 CITIZEN PRESENTATION / VISITOR COMMENTS

Brenda Ornelas, 6316 Circle Trail, spoke to Council about allowing a temporary storage container at her non-profit organization building Heather’s Old Skool Village. Ms. Ornelas stated that she had previously met with staff and was denied a temporary storage container for her upcoming remodel. She was disappointed and hurt by the denial and wanted to express it to Council. Mayor Bowen stated that unfortunately that was in the city ordinance but did ask that staff setup a meeting with Ms. Ornelas to discuss further.

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 MARCH 13, 2018 CITY COUNCIL MEETING.

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

B.3 APPROVE RESOLUTION NO. 2018-13, REVISING THE JOB DESCRIPTION FOR HUMAN RESOURCES/RISK MANAGEMENT COORDINATOR AND FIREFIGHTER AND ADDING A JOB DESCRIPTION FOR PURCHASING COORDINATOR/RISK MANAGER.

B.4 APPROVE OF THE 2018 CITY OF LAKE WORTH ORGANIZATIONAL CHART.

B.5 APPROVE RESOLUTION NO. 2018-14, AUTHORIZING CONTINUED PARTICIPATION WITH ATMOS CITIES STEERING COMMITTEE.

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

MOTION TO APPROVE CARRIED 7-0.

C. PUBLIC HEARINGS

C.1 PUBLIC HEARING TO DISCUSS AND CONSIDER ORDINANCE NO. 1110, PLANNING AND ZONING CASE NO. PZ-2018-01, ADOPTION OF THE 2035 COMPREHENSIVE PLAN AND FUTURE LAND USE MAP. (THE PLANNING AND ZONING COMMISSION RECOMMENDED APPROVAL BY A VOTE OF 6-0).

APPROVED

Mayor Bowen opened the public hearing and called on City Manager Stacey Almond to present the item.

Ms. Almond introduced Jennifer Reiner with Dunaway Associates, L.P. presented a PowerPoint presentation. The process was done through a phase approach. Phase 1 was community engagement which consisted of an advisory committee, community survey, and a land use/fiscal analysis. Phase 2 consisted of a plan update with existing conditions such as demographics, land use, Naval Air Station Fort Worth Joint Reserve Base (NAS FW JRB), demographic projections, including State Hwy 199 and Loop 820 and the Master Thoroughfare Plan. Phase 3 consisted of a Town Hall meeting and presentations to Planning and Zoning Commission and City Council.

Common themes were identified as a result of the meetings:

Theme 1 – Lake Worth is a stable community

- Single-Family homes are both the desired and predominant residential type of development
- The major transportation arterial provides both local and regional benefit.
- Existing commercial and industrial uses provide strong economic benefit.

Theme 2 – Future development should sustain and promote Lake Worth

- Mixed-Use development is a way to provide new commercial development, as well as, promote areas that are in transition from residential to commercial uses.
- Existing commercial centers should be improved and updated.
- Promote proximity to the lake and parks through branding and streetscape improvements.
- Connect to regional veloweb.
- Enhance major transportation arterial and local collectors with landscaping, sidewalks, and streetscape amenities.

The final 2035 Future Land Use Plan (FLUP) contains two new categories of land use: Planned Mixed-Use and Light Industrial. There are three (3) areas designated for Planned Mixed-Use, each with its own characteristics based on the location within the City and existing adjacent uses. Lake View area located north of SH 199 and west of Hodgkin Road. A downtown core area could be defined as the area between Azle Avenue and SH 199. The third area is east off of Loop 820 (SH 199/Robert's Cut Off), the commercial frontage may be improved or redeveloped. Light industrial includes small scale manufacturing uses on smaller lots, such as advertising, packaging and storage. Residential categories are Single Family: low density "large lot", Single Family residential: medium density, and Single Family: high density/Multi-Family. Future commercial land uses include restaurants, places to shop, entertain venues, small or large businesses, and professional offices. The 2035 FLUP advocates for expanded commercial uses along Charbonneau Road, SH 199, Azle Avenue (between Azle and SH199) and Shawnee Trail/Navajo Trail (by Loop 820). The goal of the plan is to continue sustainability focusing on maintenance of the existing city economy (commercial, residential and regional), resiliency to adapt to the demands of regional growth and marketability of the City.

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

There being no one wishing to speak, Mayor Bowen closed the public hearing and called for the motion.

A MOTION WAS MADE BY COUNCIL MEMBER STUARD, SECONDED BY COUNCIL MEMBER SMITH TO APPROVE ORDINANCE NO. 1110, APPROVING THE 2035 COMPREHENSIVE LAND USE PLAN AND ASSOCIATED MAP.

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

C.2 PUBLIC HEARING TO CONSIDER ORDINANCE NO. 1111, PLANNING & ZONING CASE NO. PZ-2018-02, AMENDING ORDINANCE NO. 883, SO AS TO CHANGE THE ZONING DESIGNATION OF AN APPROXIMATELY 0.2875 ACRE TRACT OF LAND, LEGALLY KNOWN AS ABSTRACT 1552, TRACT 2E, MOSES TOWNSEND SURVEY, LAKE WORTH, TARRANT COUNTY, TEXAS, BEING THAT ALL OF THE CERTAIN CALLED 0.2875 ACRE TRACT OF LAND RECORDED IN THE DEED RECORDS OF TARRANT COUNTY, TEXAS, FROM A ZONING DESIGNATION OF “PC” – PLANNED COMMERCIAL FOR THE USE OF A CHURCH TO A ZONING DESIGNATION OF “PC” – PLANNED COMMERCIAL FOR THE USE OF GENERAL OFFICES (I.E....DOCTOR, DENTIST, CLINICS, LABS, ATTORNEY, INSURANCE, TRANSLATION), GRAPHIC DESIGN AND PRINTING, RETAIL (I.E. ANTIQUES, APPLIANCES, DRY GOODS, FURNITURE, FOOD PRODUCTS), ALONG WITH AN AMENDED 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 0.2875 TRACT OF LAND LOCATED 3701 SHAWNEE TRAIL, LAKE WORTH, TEXAS. (THE PLANNING & ZONING COMMISSION RECOMMENDED APPROVAL BY A VOTE OF 6-0.)
APPROVED

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

Planning Coordinator Suzanne Meason summarized the item. Mr. Shirley owns the property at 3701 Shawnee Trail, which is an existing building that has a site plan and land use designation approval for a Church. Mr. Shirley is requesting approval of different uses for the building, instead of a church. The original site plan was approved with a variance to the parking stall maneuverability as they don't meet the requirements of the ordinance, but were preexisting and will remain as is, and for the location/setback for the existing pole sign as it does not meet the current ordinance requirements but will remain as well. The same approvals are being requested for this site plan amendment. The Planning & Zoning Commission recommended approval of the land use change/site plan amendment as presented by a vote of 6-0.

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

There being no one wishing to speak, Mayor Bowen closed the public hearing and called for the motion.

A MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY COUNCIL MEMBER PARSLEY TO APPROVE ORDINANCE NO. 1111.

MOTION TO APPROVE CARRIED 7-0.

D. PLANNING AND DEVELOPMENT

No items for this category.

E. PUBLIC WORKS

E.1 DISCUSS AND CONSIDER AN AMENDMENT TO WATER TOWER LEASE AGREEMENT WITH DALLAS MTA, L.P. D/B/A VERIZON WIRELESS FOR APPROVAL OF A 5' UTILITY AND FIBER EASEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

APPROVED

Public Works Director Sean Densmore summarized the item. Dallas MTA, L.P. d/b/a Verizon Wireless is seeking approval for a 5' utility and fiber easement (approximately 1,050 square feet), located at Stadium Water Tower, 4200 Boat Club Road. Approval of the easement will allow for the placement of underground fiber to the existing Verizon facility.

A MOTION WAS MADE BY MAYOR PRO TEM WHITE, SECONDED BY COUNCIL MEMBER STUARD TO APPROVE AN AMENDMENT TO THE WATER TOWER LEASE AGREEMENT WITH DALLAS MTA, D/B/A VERIZON WIRELESS FOR APPROVAL OF A 5' UTILITY AND FIBER EASEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

MOTION TO APPROVE CARRIED 7-0.

E.2 DISCUSS AND CONSIDER RESOLUTION NO. 2018-18, APPROVING THE BID FOR THE 43RD YEAR TARRANT COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT FOR CADDO AND APACHE TRAIL SANITARY SEWER LINE REHABILITATION FOR THE TOTAL BASE BID OF \$165,652.00.

APPROVED

Public Works Director Sean Densmore presented the item. Council is being asked to approve Resolution No. 2018-18, approving the recommended order for Tarrant County to award the contract to perform construction services for the 43rd Year CDBG Project. This project is for rehabilitation of the sanitary sewer lines at the following locations of Caddo and Apache Trail. Sealed bids were received on Wednesday, March 7, 2018 with nine (9) bidders responding. The lowest responsible bidder is JRB Pipeline Services, LLC for a total base bid price of \$165,625.00. The available construction funding from Tarrant County for this project is \$170,205.00 resulting in no additional funding from the city for the project.

A MOTION WAS MADE BY COUNCIL MEMBER STUARD, SECONDED BY MAYOR PRO TEM WHITE TO APPROVE RESOLUTION NO. 2018-18, APPROVING THE BID FOR THE 43RD YEAR TARRANT COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT FOR CADDO AND APACHE TRAIL SANITARY SEWER LINE REHABILITATION FOR THE TOTAL BASE BID OF \$165,652.00.

MOTION TO APPROVE CARRIED 7-0.

E.3 DISCUSS AND CONSIDER APPROVAL OF THE CHLORAMINE CONVERSION DESIGN CONTRACT WITH CITY ENGINEERS, KIMLEY-HORN & ASSOCIATES, IN AN AMOUNT NOT TO EXCEED \$29,300, AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAME.

APPROVED

Public Works Director Sean Densmore presented the item. Council is being asked to approve a professional services contract with Kimley-Horn & Associates for the chloramine conversion design for Lake Worth's water system treatment facilities. Currently water entering the Lake Worth system from Fort Worth is treated with a chloramine chemical and the City water is treated with chlorine. During a routine inspection, Texas Commission on Environmental Quality (TCEQ) required that blended water be treated with the same chemicals. The design and conversion, after complete, will comply with TCEQ's requirement of treating the water with chloramine versus chlorine.

A MOTION WAS MADE BY COUNCIL MEMBER STUARD, SECONDED BY MAYOR PRO TEM WHITE TO APPROVE THE CHLORAMINE CONVERSION DESIGN CONTRACT WITH CITY ENGINEERS, KIMLEY-HORN & ASSOCIATES, IN AN AMOUNT NOT TO EXCEED \$29,300 AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAME.

MOTION TO APPROVE CARRIED 7-0.

F. GENERAL ITEMS

F.1 DISCUSS AND CONSIDER RESOLUTION NO. 2018-15, COMMITTING FUND BALANCE IN THE GENERAL FUND FOR THE PURCHASE OF CAPITAL EQUIPMENT AND COMPLETION OF CAPITAL PROJECTS FOR VARIOUS CITY DEPARTMENTS.

APPROVED

Assistant City Manager and Finance Director Debbie Whitley summarized the item. On March 23, 2018 a workshop to review mid-year budgets for the fiscal year ending September 30, 2018 was held. During the workshop staff requested consideration of the purchase of capital equipment and completion of capital projects for various City

departments. Council is being asked to approve Resolution No. 2018-15, committing fund balance in the General Fund for those purchases.

A MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY MAYOR PRO TEM WHITE TO APPROVE RESOLUTION NO. 2018-15, AS PRESENTED.

MOTION TO APPROVE CARRIED 7-0.

F.2 DISCUSS AND CONSIDER A CONTRACT WITH SIDDONS-MARTIN EMERGENCY GROUP FOR THE PURCHASE OF A NEW FIRE APPARATUS IN AN AMOUNT NOT TO EXCEED \$632,722.00 AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAME.

APPROVED

Fire Chief Mike Christenson summarized the item. At the March 23rd City Council mid-year budget workshop, it was recommended this item be forwarded to the April 10th regular meeting for consideration of a contract for the purchase of the 626 Dash Pumper Truck. The purchase of the new truck ensures LWFD's compliance with NFPA standards. This new apparatus will replace our aging Engine 10, which currently has over 80,000 miles and over 8,000 hours. Engine 10 will be traded in to Siddons-Martin Group for \$67,000.00 credit on the purchase of the new apparatus. The delivery would take place, per contract, in 10-11 months. Members of the LWFD will make a trip to the factory in Wisconsin to inspect the apparatus and make sure it meets delivery specifications. After inspection, the new truck will be delivered to Lake Worth Fire Department and placed in service.

A MOTION WAS MADE BY COUNCIL MEMBER STUARD, SECONDED BY COUNCIL MEMBER HILL TO APPROVE A CONTRACT WITH SIDDONS-MARTIN EMERGENCY GROUP FOR THE PURCHASE OF A NEW FIRE APPARATUS IN AN AMOUNT NOT TO EXCEED \$632,722.00 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

MOTION TO APPROVE CARRIED 7-0.

F.3 DISCUSS AND CONSIDER RESOLUTION NO. 2018-16, SUPPORT AND IMPLEMENTATION OF THE JOINING FORCES LAND USE STUDY.

APPROVED

City Manager Stacey Almond introduced Dan Kessler with North Central Texas Council of Government. The Joining Forces was created as a collaborative process among local governments, military installations, stakeholders and citizens to identify and mitigate encroachment issue that may affect current and future military missions and surrounding communities. The new study addresses issue including aviation and airspace safety related to drones/unmanned aircraft systems (UAS), air pollution and emissions, the need

for communication among all installations and defense communities and noise management.

Mr. Kessler presented a PowerPoint presentation and updated dated Council on the study. He thanked City staff for their communication and participation in the project. He recognized the importance of the adoption of the Future Land Use Plan (Item C.1) and stated that it sends an important message to the base that they were considered when the plan was being developed. It also sends an important message to the surrounding cities regarding land use and development. It lets my organization know that these issues are important to the City especially when transportation funds are being considered.

Mr. Kessler spoke about the growth in population and economic impacts the military has had on the surrounding cities. The purpose of the Naval Air Station Fort Worth Joint Reserve Base (NAS FW JRB) is to train and deploy combat ready forces. It houses over 10,000 personnel in 40 tenant commands within: Navy Reserve, Marine Corps. Reserve, Air Force Reserve, Army Reserve and Texas Air National Guard. It provides runway and air traffic control for Lockheed Martin – Manufacturer of the Joint Strike Fighter with 15,000 workers. It averages 2,344 air operations monthly and serves 210,000 Department of Defense (DOD) retirees.

The DOD office of Economic Adjustment funded a Joint Land Use Study (JLUS) for NAS FW JRB surrounding communities. The task was to promote compatible development and improve safety and quality of life. The land use analysis was from Mineral Wells, Texas to Paris, Texas. Strategy highlights include establishing more formal channels of communication and coordination processes for all installations and surrounding communities; and to develop a region-wide forum. They also want to address aviation and security risks associated with unmanned aircraft systems (UAS or drones) and addressing aviation and radar interference risks associated with incompatible utility – scale energy infrastructure.

Recommendations for issues include: continue working towards regional ordinance template to address drone and unmanned aircraft systems takeoffs and landings, continue coordination and support, adoption of building standards for compatible development that achieve indoor noise reduction per Navy guidelines. Explore adoption of a land use/development regulatory overlay to promote compatibility within clearly defined planning zones, including noise contours and airfield accident potential zones. They will continue to work on planned improvements for transportation such as SH 199 and stormwater/drainage implementation of iSWM strategies and low impact development techniques to reduce flooding risks.

Current and future improvements near NAS FW, JRB include:

Base access improvements

1. Meandering Road
2. NASJRB Main Gate
3. Westworth Village Bile Trail
4. NASJRB Commercial Vehicle Gate

Area Road Improvements

5. SH 199 TxDOT Corridor Plan
6. SH 199 NCTCOG Corridor Plan
7. SH 183 Corridor Plan Phase 1
8. SH 183 Corridor Plan Phase 2
9. IH 820 Access Enhancements
10. IH 30 Capital Asset Management
11. FM 1220 (Azle Avenue Corridor Plan)
12. Las Vegas Trail

Mr. Kessler mentioned that SH 199 was on the list and rarely does a project like this have funding before the plans are complete. They want to make sure they take advantage of it but also make sure the final plans work for all cities impacted.

Council member Hill asked about the project for Azle Avenue (No.11). Mr. Kessler stated that they have been in talks with city staff regarding improvements of Azle Avenue and they have made a commitment to help fund the project which is also tied to the SH 199 improvements. Staff has raised concerns that two major street improvements (Azle Avenue and SH 199) would need to be done separately to ensure public safety and citizens could move throughout the city. He is currently working with staff so that Azle Avenue project is done first and the intersection of Azle Avenue and Boat Club Road.

A MOTION WAS MADE BY COUNCIL MEMBER FERGUSON, SECONDED BY COUNCIL MEMBER HILL TO APPROVE RESOLUTION NO. 2018-16, SUPPORT AND IMPLEMENTATION OF THE JOINING FORCES LAND USE STUDY.

MOTION TO APPROVE CARRIED 7-0.

F.4 DISCUSS AND CONSIDER RESOLUTION NO. 2018-17, PARTICIPATION IN THE CRIMINAL JUSTICE DIVISION TEXAS CONVERSION TO THE NATIONAL INCIDENT-BASED REPORTING SYSTEM (NIBRS) PROGRAM AND TO AUTHORIZE THE CITY MANAGER TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY OF LAKE WORTH.

APPROVED

Police Chief Corry Blount presented the item. Council is being asked to approve Resolution No. 2018-17, for the participation in the grant funded Texas Conversion to the National Incident-Based Reporting System (NIBRS) offered by the Criminal Justice Division. The grant will provide a new RMS/CAD system to facilitate the conversion of our UCR reporting system to NIBRS. The grant shows to have a minimum spending amount of 5,000.00 with no cap and no matching funds required. The City of Lake Worth Police Department currently relies on the CRIMES record management system for computer aided dispatch (CAD), collection of officer statistics and reporting of uniform crime reporting statistics (UCR) to the Department of Public Safety. There is a mandate that all agencies switch to NIBRS reporting in 2019. CRIMES is not currently formatted for the

NIBRS system and has been lacking in all areas of operations of the City of Lake Worth Police Department.

A MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY COUNCIL MEMBER STUARD TO APPROVE ITEM F.4, RESOLUTION No. 2018-17, AS PRESENTED.

MOTION TO APPROVE CARRIED 7-0.

G. MAYOR AND COUNCIL ITEM(S)

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

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

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

H.1 Community Development Report(s):

1. Update on Community Easter Egg Hunt event

Library and Community Services Director Lara Strother reported that the Annual Community Easter event was a great success and wanted to thank all the volunteers who helped make the event possible. There were approximately 400 citizens in attendance with approximately 4,000 Easter eggs for the children to hunt and a few lucky winners received a bicycle that was provided by Walmart.

The Library was awarded \$1,500 grant from the Texas Book Festival. The Texas Book Festival was founded in 1995 by a former librarian and former First Lady Barbara Bush. The grant funds will be used to buy children and teens books.

H.2 Building and Development Report(s):

Barry Barber updated Council on the following:

1. Announcement the 5th Annual Shred Event

Saturday, April 21st from 9am-12noon at the Lake Worth Multi-Purpose Facility, 7005 Charbonneau Road.

2. Update on the Animal Adoption Event at Community Easter Egg Hunt

Six (6) pets were brought to the event and two (2) were adopted out.

3. Announcement Animal Adoption Event at Tractor Supply

Saturday, April 21st from 11am-2pm at the Tractor Supply, 3919 Telephone Road.

4. Announcement Upcoming Low-Cost Vaccination Clinic

Sunday, May 6th from 1-3pm at the Lake Worth Animal Shelter, 7209 Comanche Trail.

I. EXECUTIVE SESSION

I.1 PURSUANT TO SECTION 551.072: DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY LOCATED AT 4200 WHITE STREET.

Mayor Bowen announced at 8:13 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 4200 White Street. Executive Session began at 8:13 p.m. and concluded at 8:27 p.m.

An affidavit of disqualification has been completed by Mayor Pro Tem White and filed with the City Secretary stating the nature of the interest was property owner in close proximity.

Mayor Bowen reconvened into open session at 8:27 p.m.

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

**I.1 PURSUANT TO SECTION 551.072: DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY LOCATED AT 4200 WHITE STREET.
APPROVED**

A MOTION WAS MADE BY COUNCIL MEMBER SMITH, SECONDED BY COUNCIL MEMBER FERGUSON TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE, FINALIZE, AND EXECUTE A CONTRACT OF SALE FOR PROPERTY LOCATED AT 4200 WHITE STREET, AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE CONVEYANCE OF THE PROPERTY LOCATED AT 4200 WHITE STREET TO THE CITY.

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

K. ADJOURNMENT

Mayor Walter Bowen adjourned the meeting at 8:28 p.m.

APPROVED

By: _____
Walter Bowen, Mayor

ATTEST:

Monica Solko, City Secretary

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. B.2

From: Debbie Whitley, ACM/ Director of Finance

Item: Approve Finance reports for the month of April 2018.

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 April 2018.

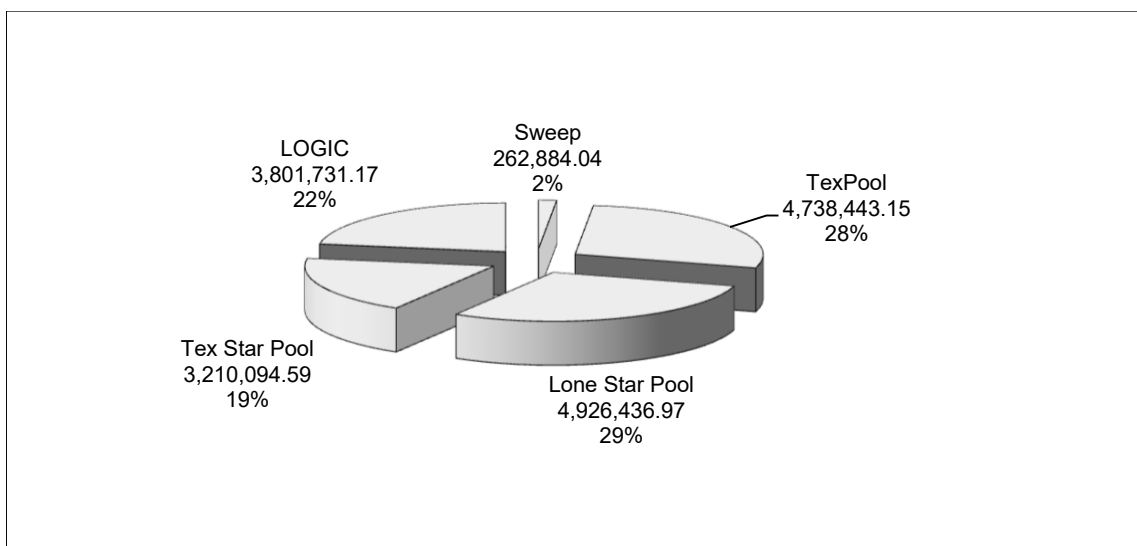
**CITY OF LAKE WORTH
CASH POSITION
As of April 30, 2018**

	Checking Account	TexPool	Lone Star Pool	TexStar	LOGIC	Total
General Fund	53,496.02	1,356,054.60	1,446,374.78	2,006,405.71	2,098,126.48	6,960,457.59
Park Fund	11,218.74	170,364.49			181,444.42	363,027.65
Child Safety Fund	12,127.44					12,127.44
Court Technology	15,301.05					15,301.05
Court Security Fund	20,619.82				47,819.87	68,439.69
Confiscated Property Fund						0.00
Street Maintenance		581,764.21	572,894.37	602,399.50	594,848.17	2,351,906.25
Crime Control	30,801.52	211,247.05	199,202.33	207,061.41		648,312.31
Economic Development		1,472,952.73	1,470,123.33			2,943,076.06
PEG Fund					70,794.22	70,794.22
Water/Sewer Fund	82,924.68	493,713.18	482,776.69		498,107.79	1,557,522.34
Debt Service	6,520.70	452,249.82	449,850.76			908,621.28
2008 CO Series		97.07		146,102.08		146,199.15
Hotel/Motel Tax Fund	29,874.07		305,214.71	248,125.89	310,590.22	893,804.89
Total All Cash & Invstments	262,884.04	4,738,443.15	4,926,436.97	3,210,094.59	3,801,731.17	16,939,589.92

CITY OF LAKE WORTH INVESTMENT ACTIVITY *As of April 30, 2018*

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	\$262,884.04
<i>(Funds covered by FDIC and Pledged Collateral by Bank of Texas)</i>	
Total Funds Held In TexPool	\$4,738,443.15
<i>(NAV \$1.00 per share, 4,738,443 shares; WAM 1 day)</i>	
Total Funds Held In Lone Star Pool	\$4,926,436.97
<i>(NAV \$1.00 per share, 4,926,437 shares; WAM 1 day)</i>	
Total Funds Held In TexStar Pool	\$3,210,094.59
<i>(NAV \$1.00 per share, 3,210,095 shares; WAM 1 day)</i>	
Total Funds Held In LOGIC	\$3,801,731.17
<i>(NAV \$1.00 per share, 3,801,731 shares; WAM 1 day)</i>	
Total All Funds	\$16,939,589.92



Prepared By: *Debbie Whitley*

Date: May 2, 2018

**CITY OF LAKE WORTH
EXPENDITURE REPORT
April 2018**

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
GENERAL FUND					
Mayor/Council	17,355.00	1,089.52	10,068.67	7,286.33	58%
Administration	1,107,213.00	48,695.98	878,915.02	228,297.98	79%
Admin-Finance	345,689.00	22,629.24	197,180.80	148,508.20	57%
Admin-HR/Risk Mgmt	151,871.00	8,269.24	82,614.01	69,256.99	54%
Admin-Multi-Purpose Center	16,975.00	352.41	5,911.41	11,063.59	35%
Admin-Multi-LW Area Museum	1,826.00	113.51	586.23	1,239.77	32%
Police	2,233,339.00	173,599.29	1,210,798.45	1,022,540.55	54%
Fire	1,887,893.00	830,811.97	1,826,933.40	60,959.60	97%
Street	932,072.00	67,881.84	431,789.71	500,282.29	46%
Library	254,367.00	18,811.00	131,715.51	122,651.49	52%
Parks	443,238.00	33,380.87	213,017.63	230,220.37	48%
Maintenance Dept	196,237.00	14,878.11	104,421.86	91,815.14	53%
Senior Citizens	130,671.00	9,222.83	70,086.67	60,584.33	54%
Municipal Court	234,708.00	25,963.37	127,101.20	107,606.80	54%
Animal Control	96,016.00	10,309.45	62,459.92	33,556.08	65%
Emergency Management	15,100.00	768.33	11,839.37	3,260.63	78%
Permits & Inspections	266,885.00	19,790.22	141,205.82	125,679.18	53%
P & I - Planning & Zoning	93,854.00	7,291.44	50,938.85	42,915.15	54%
P & I - Code Compliance	17,300.00	18.81	568.39	16,731.61	3%
Information Technology	575,121.00	28,207.65	321,058.73	254,062.27	56%
Economic Dev Activities	1,379,537.00	28,300.00	191,341.41	1,188,195.59	14%
Total General Fund	10,397,267.00	1,350,385.08	6,070,553.06	4,326,713.94	58%

WATER/SEWER FUND					
Administration	877,464.00	13,401.31	231,580.81	645,883.19	26%
Water Supply	861,759.00	51,903.35	301,008.29	560,750.71	35%
Water Distribution	363,114.00	22,775.08	200,747.67	162,366.33	55%
Sewer Department	1,041,381.00	12,726.50	310,316.52	731,064.48	30%
Total Water/Sewer	3,143,718.00	100,806.24	1,043,653.29	2,100,064.71	33%

**CITY OF LAKE WORTH
REVENUE REPORT
April 2018**

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
GENERAL FUND					
Property Taxes	858,392.00	5,589.52	834,599.90	23,792.10	97%
Franchise Fees	425,000.00	6,173.82	240,945.17	184,054.83	57%
Sales and Beverage Taxes	7,191,422.00	483,884.71	3,028,473.75	4,162,948.25	42%
Fines and Warrants	458,750.00	48,657.53	344,846.62	113,903.38	75%
License & Permits	135,810.00	10,134.61	113,729.63	22,080.37	84%
Sanitation	190,825.00	15,896.61	111,323.31	79,501.69	58%
Animal Control	1,100.00	590.00	6,255.00	-5,155.00	569%
Investment Income & Misc	465,734.00	179,141.29	743,232.24	-277,498.24	160%
Due From Other Funds	745,657.00	0.00	0.00	745,657.00	0%
Use of Prior Year Reserves	937,084.00			937,084.00	0%
Transfer In-Other Funds		1,475,087.94	1,475,087.94	-1,475,087.94	0%
Total General Fund	11,409,774.00	2,225,156.03	6,898,493.56	4,511,280.44	60%

WATER/SEWER FUND					
Water Sales	1,457,750.00	104,328.93	666,933.44	790,816.56	46%
Water Tap Fees	1,000.00		380.00	620.00	38%
Water Service Charge	58,000.00	5,656.70	34,824.84	23,175.16	60%
Sewer Charges	990,000.00	83,277.79	527,446.24	462,553.76	53%
Sewer Tap Fees	3,000.00		1,500.00	1,500.00	50%
Interest Income & Miscellaneous	47,590.00	5,472.44	27,659.02	19,930.98	58%
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%
Total Water/Sewer Fund	3,143,718.00	198,735.86	1,258,743.54	1,884,974.46	40%

DEBT SERVICE FUND					
Property Tax Revenue	1,238,793.00	8,185.53	1,210,399.73	28,393.27	98%
Investment Income & Misc	3,000.00	1,166.79	3,602.47	-602.47	120%
Transfers In	438,726.00	0.00	0.00	438,726.00	0%
Use of Prior Year Reserves				0.00	0%
Total Debt Service	1,680,519.00	9,352.32	1,214,002.20	466,516.80	72%

**CITY OF LAKE WORTH
GF SALES TAX ANALYSIS
FOR APRIL 2018 REVENUE**

		Current % Incr or Decrease
Current Month Receipts	476,612.73	
Same Month, Last Year	467,940.80	1.853%
Same Month, 2 Years Ago	467,995.00	1.841%
Current YTD Total	3,501,833.24	
YTD, Last Year	3,593,091.02	-2.540%
YTD, 2 Years Ago	3,409,462.40	2.709%

Current Year Budget is \$7,167,422

CITY OF LAKE WORTH
PARK FUND
As of April 30, 2018

REVENUE SOURCE:

UTILITY DONATIONS	5,805.00
DONATIONS - KIDS & TREES	0.00
DONATIONS - NAVAJO PARK	0.00
DONATIONS - RAYL PARK	5,000.00
DONATIONS - LAKE WORTH PARK	0.00
INVESTMENT INCOME	2,568.33
EDC CONTRIBUTIONS	0.00
MISCELLANEOUS	12.00
Total Revenue	<u>13,385.33</u>

EXPENDITURE CATEGORY:

MISCELLANEOUS	639.81
PARK MAINTENANCE	4,749.61
CHARBONNEAU PARK	177.71
LAKE WORTH PARK	21,225.38
NAVAJO PARK	237.42
GRAND LAKE PARK	583.02
REYNOLDS PARK	0.00
RAYL PARK	288.13
TELEPHONE ROAD PARK	0.00
DAKOTA PARK	44.96
EQUIPMENT PURCHASE/IMPROVEMENTS	0.00
Total Expenditure	<u>27,946.04</u>

REVENUE OVER EXPENDITURES -14,560.71

<u>CASH POSITION</u>	
CHECKING	11,218.74
INVESTMENTS	<u>351,808.91</u>
TOTAL CASH	363,027.65

**CITY OF LAKE WORTH
STREET MAINTENANCE
April 2018**

Revenue

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

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNRECEIVED BALANCE	% RECEIVED
Sales Tax	162,526.00		162,525.99	0.01	100%
Interest & Misc Income	15,200.00	3,159.37	15,377.27	-177.27	101%
Use of Prior Yr Rsrvs	274,052.00				
Total Revenue	451,778.00	3,159.37	177,903.26	273,874.74	39%

Expenditures

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Miscellaneous	0.00	0.00	0.00	0.00	0%
Barricades & Markers	12,000.00	235.00	749.15	11,250.85	6%
Street Projects	329,778.00	3,186.76	10,859.85	318,918.15	3%
Concrete Replacement	110,000.00	0.00	0.00	110,000.00	0%
Total Expenditures	451,778.00	3,421.76	11,609.00	440,169.00	3%

CITY OF LAKE WORTH
CCPD
April 2018

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	67,492.83	493,628.68	581,371.32	46%
SRO Reimbursement	42,860.00	3,650.00	25,550.00	17,310.00	
Interest & Misc Income	3,000.00	828.28	5,202.40	-2,202.40	173%
Use of Prior Yr Rsrvs	27,437.00				
Total Revenue	1,148,297.00	71,971.11	524,381.08	623,915.92	46%

Expenditures

CATEGORY	BUDGETED	CURRENT MONTH	YEAR TO DATE	UNEXPENDED BALANCE	% EXPENDED
Salaries	704,631.00	52,923.69	342,630.46	362,000.54	49%
Supplies	23,950.00	3,287.40	7,356.08	16,593.92	31%
Maintenance	23,175.00	1,022.85	10,602.20	12,572.80	46%
Services	60,690.00	305.84	47,034.66	13,655.34	77%
Equipment	160,000.00	18,167.50	32,381.98	127,618.02	20%
Transfers Out	175,851.00	0.00	0.00	175,851.00	0%
Total Expenditures	1,148,297.00	75,707.28	440,005.38	708,291.62	38%

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. B.3

From: Stacey Almond, City Manager

Item: Approve an Interlocal Agreement for Administrative Cost Funding for the Tarrant County Transportation Services Section 5310 Program with the Fort Worth Transportation Authority from May 1, 2018 through April 30, 2019 and authorize the City Manager to execute same.

Summary:

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

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

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

Fiscal Impact:

\$1,890.00

Attachments:

1. Fort Worth Transportation Authority Agreement

Recommended Motion or Action:

Move to approve an Interlocal Agreement for Administrative Cost Funding for the Tarrant County Transportation Services Section 5310 Program with the Fort Worth Transportation Authority from May 1, 2018 through April 30, 2019 and authorize the City Manager to execute same.

Trinity Metro Contract No. _____
City Secretary Contract No. _____

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

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

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

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

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

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

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

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

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes such as medical appointments, shopping, recreation, school or work.
2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and represents to the other party that each Party has been authorized by its respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.
3. The Fort Worth Transportation Authority will administer transportation services to the citizens of the City of Lake Worth under the TCTS from May 1, 2018 through April 30, 2019.
4. The Fort Worth Transportation Authority will administer demand responsive transportation services for the seniors and persons with disabilities of Lake Worth according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.
5. The City of Lake Worth will pay the authorized amount to the Fort Worth Transportation Authority within 30 days of receipt of invoice.
6. Fort Worth Transportation Authority will provide access upon request to the Section 5310 records to the City of Lake Worth.
7. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.
8. The term of this agreement will begin May 1, 2018 and end April 30, 2019.
9. The City of Lake Worth will be considered a participating community and the qualifying residents of Lake Worth will be entitled to ride TCTS for a one way trip fare of \$2.50.

CITY OF LAKE WORTH, TEXAS

FORT WORTH TRANSPORTATION AUTHORITY:

By: _____

Mayor

By: _____

Paul J Ballard

President/Executive Director

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney
City of Lake Worth, Texas

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. B.4

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

Item: Approve the audit engagement letter from Snow Garrett Williams, Certified Public Accountants for audit services for the fiscal year ending September 30, 2018 and authorize the City Manager to sign the document.

Summary:

Section 103.001 of the Local Government Code states that a municipality shall have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. Snow Garrett Williams has performed these services well over the last 11 years for the City and we enjoy an excellent working relationship with them.

Fiscal Impact:

The estimated cost for audit services is between \$49,000 and \$51,000. The total cost of the most recent audit, for the fiscal year ended September 30, 2017, was \$49,775.

Attachments:

1. Audit engagement letter provided by Snow Garrett Williams
2. Form 1295

Recommended Motion or Action:

Move to approve the audit engagement letter from Snow Garrett Williams, Certified Public Accountants for audit services for the fiscal year ending September 30, 2018 and authorize the City Manager to sign the document.



SNOW GARRETT WILLIAMS
CERTIFIED PUBLIC ACCOUNTANTS

April 25, 2018

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

We are pleased to confirm our understanding of the services we are to provide for the City of Lake Worth, Texas for the year ended September 30, 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Lake Worth as of and for the year ended September 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), budgetary comparison information, schedules required for retirement plans, schedules for the OPEB plans, and the schedule for governments using the modified approach for infrastructure, to supplement the City of Lake Worth's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Lake Worth's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

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

Audit Objectives

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

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

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

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

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

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and,

accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

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

Other Services

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

Management Responsibilities

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

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

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse that we report. With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Snow Garrett Williams, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

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

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

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

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

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

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

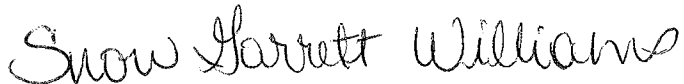
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory agencies. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies)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

We expect to begin our interim fieldwork in June 2018 and to issue our reports after the year-end audit field work is complete. Kathy Williams, CPA is the engagement partner and is responsible for supervising the engagement and signing the report.

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

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

Very truly yours,

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

Snow Garrett Williams

RESPONSE:

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

Management Signature: _____

Title: _____

Date: _____

Governance Signature: _____

Title: _____

Date: _____

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. B.5

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

Item: Approve a professional service agreement with Dunaway Associates, LP for the Zoning and Subdivision Regulations, in an amount not to exceed \$110,000 and authorize the City Manager to execute the contract.

Summary:

City staff wishes to engage Dunaway & Associates, LP to assist with review and rewrite to the Zoning and Subdivision regulations. The recommended services also include mapping, GIS, and plan implementation.

Lake Worth is an established community with very strong commercial/retail base. This makes Lake Worth a large participant in the forecasted growth for the Northwest Tarrant region and the 820 corridors.

Zoning regulations govern the use of land, and the location, size and height of buildings. Zoning divides a jurisdiction in to multiple districts, with each district contains a distinct set of regulations that are uniformly applied to all property within the district. Zoning ordinances consist of a text specifying the regulations and a map definite he location of the district.

Zoning enabling legislation is governed by Chapter 211, Local Government Code. The basic purpose is to protect the health, safety and welfare of the municipality. Some elements that we will consider are the text, map, purpose, district regulations (ex: uses, density, heights, setbacks), parking, landscape, architectural, etc. Zoning amendment procedures require proper notice and public hearings before adoption.

Subdivision regulations govern the division of land in to two or more parts. The regulations specify the standards for drawing and recording a plat, and requirements for public improvements necessary to make the property suitable for development.

Subdivision enabling legislation is governed by Chapter 212, Local Government Code. The basic purpose is to oversee the division of land and its relationship to the Comprehensive Land Use Plan. Within the Subdivision regulations are types of plats (ex. Sketch, preliminary, final, minor, replat, development, etc), street patterns, lot configurations, plan review, etc.

The goal of a updating subdivision and zoning regulations is to maintain quality development, added long-term benefits, ensuring compatible land uses, and constricting adequate infrastructure. It's estimated this project will take

Fiscal Impact:

1. \$110,000 – This amount has been budgeted and was presented for approval of the City Council at the Mid-year budget workshop.

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. B.5

Attachments:

1. Professional Service Agreement with Dunaway & Associates, LP

Recommended Motion or Action:

Move to approve a professional service agreement with Dunaway Associates, LP for the Zoning and Subdivision Regulations, in an amount not to exceed \$110,000 and authorize the City Manager to execute the contract.



Dunaway No. P003530.003

April 30, 2018

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

Via e-mail: salmond@lakeworthtx.org

Reference: Proposal for Professional Planning Services
Update to Development Regulations – Zoning and Subdivision

Dear Ms. Almond:

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

Executive Fee Summary

- | | |
|-----------------------------------------------|-------------------|
| 1. Zoning Ordinance Rewrite/Update | \$50,000 Lump Sum |
| 2. Subdivision Ordinance Rewrite/Update | \$50,000 Lump Sum |
| 3. Optional: GIS Mapping | \$10,000 Lump Sum |

Total: **\$110,000 Lump Sum**

FEE

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

Dunaway will require a ten percent (10%) retainer (\$11,000) of the LUMP SUM fee before commencing work on the project. The retainer will be applied to the last invoice(s) for the project.

DETAILED SCOPE OF WORK (Exhibit A)

Only those services specifically mentioned in the attached Scope of Work section are offered as part of this proposal.

ADDITIONAL SERVICES (not included in proposal)

Dunaway can provide or sub-consult additional services if desired by the Client. Dunaway can either amend this proposal to incorporate the desired additional service(s) or recommend other actions to cover the needs as expressed.

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

Respectfully submitted,

**DUNAWAY ASSOCIATES, L.P.,
a Texas limited partnership**



Jenifer E. Reiner, AICP, CNU-A
Planner II

Tal Jackson, ASLA
Principal
Director of Planning+Landscape Architecture

Agreed & Accepted

CITY OF LAKE WORTH

By: _____

Name: _____

Title: _____

Date: _____

Attachments

JER/niz



STANDARD TERMS & CONDITIONS

Page 1 of 2

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

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

2018 STANDARD HOURLY BILL RATE SCHEDULE

STAFF TYPE	HOURLY BILL RATE
Administrative.....	\$ 85.00 - \$154.00
Department Directors.....	\$145.00 - \$286.00
Information Systems.....	\$ 95.00 - \$105.00
Marketing/Business Development.....	\$105.00 - \$149.00
Financial.....	\$120.00 - \$275.00
Civil Technician.....	\$ 87.00 - \$132.00
Civil Designer.....	\$115.00 - \$143.00
Graduate Engineer.....	\$115.00 - \$132.00
Project Engineer.....	\$135.00 - \$176.00
Assistant Project Manager.....	\$140.00 - \$154.00
Project Manager.....	\$155.00 - \$204.00
Field Manager/Chief of Parties.....	\$120.00 - \$176.00
Survey Project Manager.....	\$135.00 - \$187.00
Senior Project Surveyor.....	\$150.00 - \$165.00
Survey Party Chief.....	\$120.00 - \$149.00
Survey Technician.....	\$ 90.00 - \$121.00
Survey Field Assistant.....	\$ 60.00 - \$ 66.00
GIS.....	\$ 95.00 - \$171.00
PLA Technician.....	\$ 80.00 - \$116.00
Sr. Land Planner.....	\$185.00 - \$204.00
Graduate Landscape Architect.....	\$ 95.00 - \$105.00
Landscape Architect.....	\$110.00 - \$209.00
Planner.....	\$100.00 - \$149.00
Construction Administrator.....	\$125.00 - \$138.00
Environmental Scientist.....	\$105.00 - \$154.00
Intern.....	\$ 75.00 - \$ 83.00
Senior Technical Expert.....	\$190.00 - \$209.00
Principal.....	\$190.00 - \$315.00
President.....	\$500.00

II. **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Dunaway Associates, L.P. and Dunaway Associates, L.P.'s officers, directors, partners, employees, agents and Dunaway Associates, L.P.'s Subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement from any cause or causes, including **but not limited to the negligence, professional errors or omissions**, strict liability or breach of contract, or warranty express or implied of Dunaway Associates, L.P. or Dunaway Associates, L.P.'s officers, directors, partners, employees, agents or Dunaway Associates, L.P.'s Subconsultants or any of them, shall not exceed the total compensation received by Dunaway Associates, L.P. under this Agreement.

III. **No Consequential Damages.** Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Dunaway Associates, L.P., their employees, agents, or subconsultants. Consequential damages include, but are not limited to, loss of use and loss of profit.

IV. **No Duties to Third Parties.** The services to be performed by Dunaway Associates, L.P. under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Dunaway Associates, L.P. toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

V. **Claims Limited to Insurance Coverage.** The Client and Dunaway Associates, L.P. waive all rights for damages, each against the other and against the contractors, subconsultants, agents, and employees of the other, but only to the extent covered by property insurance during or after construction, except such rights as they may have to the proceeds of such insurance. The Client and Dunaway Associates, L.P. each shall require similar waivers from their contractors, subconsultants, and agents.

VI. **General Contractor Duties and Responsibilities.** Neither the professional activities of Dunaway Associates, L.P., nor the presence of Dunaway Associates, L.P. or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Dunaway Associates, L.P. and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, Dunaway Associates, L.P. and Dunaway Associates, L.P.'s Subconsultants **shall be indemnified and shall be made additional insureds** under the General Contractor's general liability insurance policy.

VII. **Cancellation.** It is understood that this Agreement may be canceled at any time by the Client and payment shall be due based on the method of computation in Section I only on Work performed or expenses incurred to date of cancellation.

VIII. **Payments and Interest.** Client recognizes that prompt payment of Dunaway Associates, L.P.'s invoices is an essential aspect of the overall consideration Dunaway Associates, L.P. requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of date of invoice. A statement of charges for services will be submitted by the 15th of each month. All accounts past due 60 days from date of invoice shall pay interest at the rate of 18% (1.5% per month), or maximum allowable by law, whichever is lower, of the past due amount per month.

STANDARD TERMS & CONDITIONS

Page 2 of 2

IX. Cessation of Services. If Client, for any reason, fails to pay the undisputed portion of Dunaway Associates, L.P.'s invoices within 30 days of invoice date, Dunaway Associates, L.P. has the right to cease work on the project and Client shall waive any claim against Dunaway Associates, L.P. for cessation of services, **and shall defend and indemnify Dunaway Associates, L.P.** from and against any claims for injury or loss stemming from Dunaway Associates, L.P.'s cessation of service. Client shall also pay Dunaway Associates, L.P. the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

X. Legal Action. Subject in all respects to the other provisions of this Agreement, in the event legal action is necessary to enforce the payment terms of this Agreement, the prevailing party in any such action shall be entitled to collect any judgment or settlement sums due, plus reasonable attorney's fees, court costs and other reasonable expenses incurred by the prevailing party in connection with such collection action.

XI. Dispute Resolution and Termination. In the event any bill, or portion thereof, is disputed by Client, Client shall notify Dunaway Associates, L.P. within 10 days of receipt of the bill in question, and Client and Dunaway Associates, L.P. shall work together to resolve the matter within 60 days of its being called to Dunaway Associates, L.P.'s attention. If resolution of the matter is not attained within 60 days, either party may terminate this Agreement in accordance with conditions indicated in the termination of agreement clause specified in Section VII.

XII. Mediation. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Dunaway Associates, L.P. agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and Dunaway Associates, L.P. further agree to include a similar mediation provision in all agreements with independent contractors and subconsultants retained for the Project and to require all independent contractors and subconsultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

XIII. Surveying Regulations. Land Surveying in the State of Texas is regulated by the Texas Board of Professional Land Surveying, Building A, Suite 156, 12100 Park 35 Circle, Austin, Texas 78753, telephone number (512) 239-5263.

XIV. Reimbursable Expenses. Other charges which may apply to the Client's project include:

- A. Expenses included in 2% Administrative Fee: mileage, parking, tolls, internal printing, aerials, postage, FedEx/Courier, courthouse records, tax certificates, on the job meals, invoicing time, field supplies, and other local travel expenses.
- B. All direct non-labor expenses, including fees paid on behalf of Client, bid advertising, airfare, lodging, and rental cars are charged at actual cost.
- C. For services not offered as a part of Dunaway Associates, L.P.'s normal services, the Client may, at his option, contract directly with the third party for such services or through Dunaway Associates, L.P. If such contracts are

made through Dunaway Associates, L.P., a service charge of 10% will be added to the net amount of such contracts.

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

XV. Certifications, Guarantees and Warranties. Dunaway Associates, L.P. shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Dunaway Associates, L.P. cannot ascertain.

XVI. Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

XVII. Miscellaneous.

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

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. C.1

From: Monica Solko, City Secretary

Item: Discuss and consider appointment of Mayor Pro Tem.

Summary:

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

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

Fiscal Impact:

N/A

Attachments:

N/A

Recommended Motion or Action:

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

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. D.1

From: Suzanne Meason, Planning & Zoning Administrator

Item: Public Hearing to consider Planning & Zoning Case No. PZ-2018-03, a proposed replat being all 0.609-acre parcel(s) of land known as Block 25, Lot 3 (south half) and Lot 4, Indian Oaks Subdivision of the records of Tarrant County, Texas. The proposed replat's new legal description will be Block 25, Lot(s) 3R and 4R, Indian Oaks Subdivision, commonly known as 3300 Mohawk Trail (lot 4R) and 3308 Mohawk Trail (lot 3R), Lake Worth, Texas. **(The Planning & Zoning Commission recommended approval by a vote of 7-0.)**

Property Description:

0.609-acre parcel(s) of land, located at 3300 Mohawk Trail and 3308 Mohawk Trail

Property Owner(s):

Stephen J Lyons, 3300 Mohawk Trail, Lake Worth, Texas 76135 and
Norberto Iracheta, 3307 Shawnee Trail, Lake Worth, Texas 76135

Applicant:

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

Engineer/Surveyor:

Ron Coombs, Coombs Land Surveying, Inc., PO Box 11370, Fort Worth, Texas 76110

Current Zoning:

"SF1" – Single Family Residential

Proposed Use(s):

"SF1" – Single Family Residential

Existing Road(s):

Mohawk Trail & Osage Trail

Surrounding Zoning:

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

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

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

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

Agenda Item No. D.1

Summary:

Mr. Norberto Iracheta owns the property located at 3308 Mohawk Trail (vacant lot), which he wants to construct a residence on. It was discovered that Mr. Iracheta's lot was not properly subdivided via a plat and he is required to do so before he can build on the vacant lot. Mr. Iracheta's lot is a portion of a lot and then the other portion of the lot belongs to another property owner (Stephen Lyons). That property owner had to join in the replat with Mr. Iracheta.

The replat was reviewed by city staff and meets all the requirements for platting. Platting is considered a ministerial duty by the governing body if it meets all requirements.

The replat case was heard by the Planning & Zoning Commission on April 17, 2018 and was recommended for approval by a vote of 7-0.

The case was uploaded into the RCC review tool and those comments are attached for your reference.

Public Input:

On Friday, April 6, 2018 as required by State law, the City mailed out eleven (11) 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, March 30, 2018. We have received the following in favor/opposition to the request:

1. FOR – no comment forms received.
2. AGAINST:
Sallye Lyons spoke against the item at the P&Z meeting, but thought it was a zoning change.

Fiscal Impact:

N/A

Attachments:

1. Subdivision Application/30 Day Waiver of Action Form/Owner Authorization Form
2. Replat Document
3. Public Hearing Notice
4. Public Hearing Notifications (within 200' of subject property)
5. Vicinity Map
6. RCC Comments

Recommended Motion or Action:

Staff's recommends approval of Agenda Item D.1 as presented.



AUTHORIZATION FORM

City of Lake Worth

THE FOLLOWING IS TO BE COMPLETED ONLY IF A PERSON OTHER THAN THE OWNER IS MAKING THIS APPLICATION.

Dated: January 24, 2018

Re: Replat Application

I, Stephen J. Lyons, owner of the Property located at 3300 Mohawk Trail (Block 25 Lot Portion of 4, Indian Oaks Subdivision) do hereby certify that I have given my permission to Norberto Iracheta, to make this (check one):

- ☐ Variance
- ☐ Waiver
- ☒ Plat (Development, Replat, Preliminary, Final)
- ☐ Zoning District Change
- ☐ Comprehensive Land Use Plan Amendment
- ☐ Site Plan Application/Amendment

Application for Replat (applicant)

Stephen J Lyons

Print Name

x Stephen J Lyons
Signature of Owner

3300 Mohawk Trail, Lake Worth, Texas 76135

Address

x 817-231-2000
Phone No.

1 x 1-24-18
Date

State of Texas

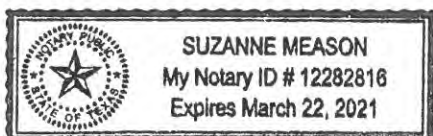
County of Tarrant

§
§

Suzanne Meason

Before me, Stephen J Lyons, a Notary Public in and for said County and State, on this day personally appeared Stephen J Lyons known to me to be the person whose name is subscribed to the foregoing certificate, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

(Seal)



Suzanne Meason
Notary

CONSTRUCTION PROHIBITED OVER EASEMENTS

"NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED OVER ANY EXISTING OR PLATTED WATER, SANITARY SEWER, DRAINAGE, GAS, ELECTRIC, CABLE OR OTHER UTILITY EASEMENT OF ANY TYPE."

EASEMENT RESTRICTION STATEMENT

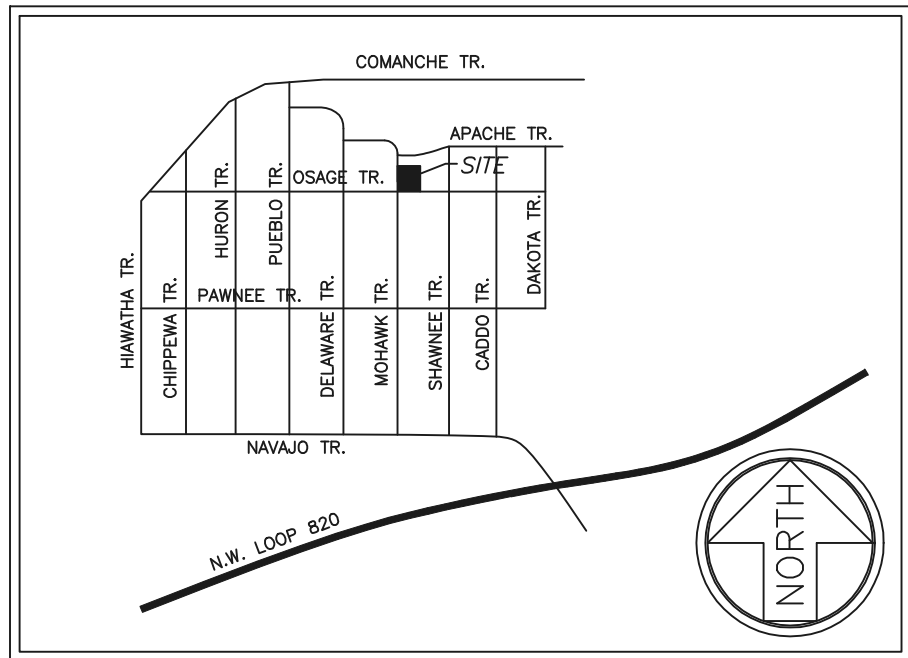
"ANY PUBLIC UTILITY, INCLUDING THE CITY OF LAKE WORTH, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS, OTHER CROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS SHOWN ON THE PLAT; AND ANY PUBLIC UTILITY, INCLUDING THE CITY OF LAKE WORTH, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE.."

FLOOD PLAIN

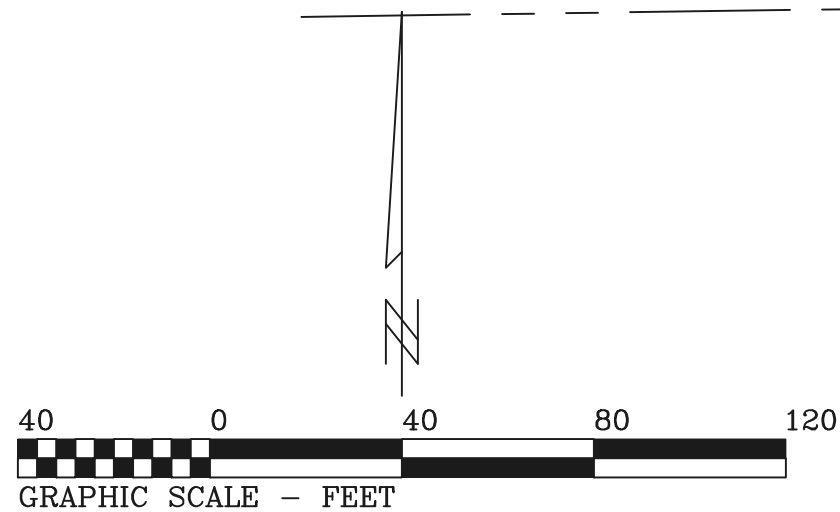
NO PORTION OF THIS PROPERTY LIES WITHIN A 100-YEAR FLOOD BOUNDARY LINE ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, COMMUNITY PANEL No. 48439C0165 K, MAP REVISED SEPTEMBER 25, 2009

RIGHT TO REQUIRE MINIMUM FINISH FLOOR ELEVATIONS

"THE CITY OF LAKE WORTH RESERVES THE RIGHT TO REQUIRE MINIMUM FINISH FLOOR ELEVATIONS ON ANY LOT CONTAINED WITHIN THIS SUBDIVISION. THE MINIMUM ELEVATIONS SHOWN ARE BASED ON THE MOST CURRENT INFORMATION AVAILABLE AT THE TIME THE PLAT IS FILED AND MAY BE SUBJECT TO CHANGE."



VICINITY MAP
NOT TO SCALE



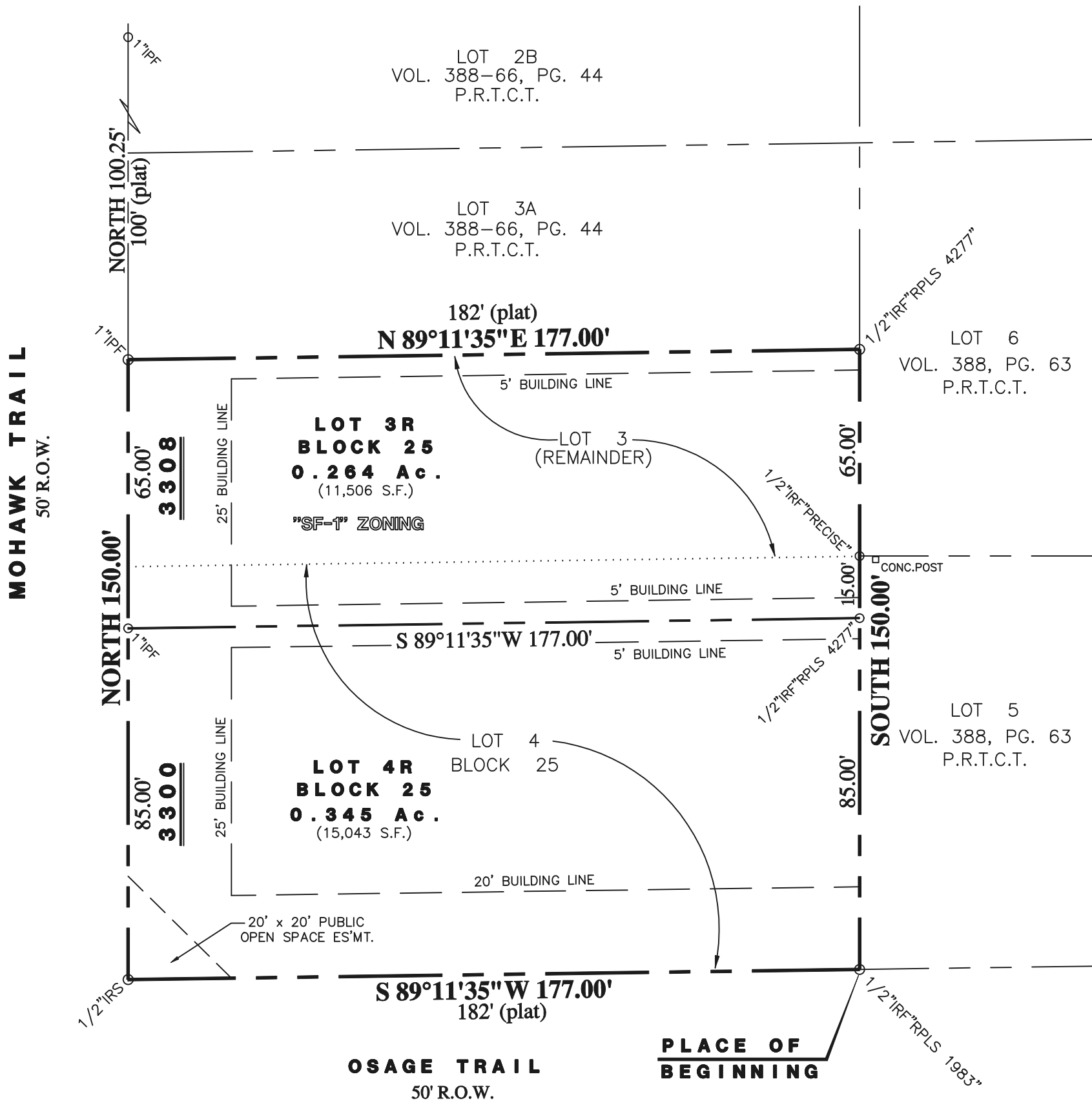
SCALE: 1" = 40'

SURVEYOR'S STATEMENT

I, Ronald W. Coombs, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my supervision.

RONALD W. COOMBS, R.P.L.S.
Texas Registration No. 5294

DATE



APPROVED BY THE CITY COUNCIL OF LAKE WORTH, TEXAS
ON THIS THE _____ DAY OF _____, 2018.

ATTEST:

MAYOR

CITY SECRETARY

IRF DENOTES IRON ROD FOUND
IRS DENOTES IRON ROD SET
W/ORANGE PLASTIC CAP STAMPED
"R. W. COOMBS RPLS 5294"
C.M. DENOTES CONTROLLING MONUMENT
BASIS OF BEARINGS: EAST RIGHT-OF-WAY LINE OF
MOHAWK TRAIL AS SHOWN ON PLAT RECORDED IN
VOL. 388, PG. 63, P.R.T.C.T.



Coombs Land Surveying, Inc.

P. O. Box 6160 Fort Worth, Texas 76115

(817) 920-7600

T.B.P.L.S. FIRM No. 101110880

CLS JOB No. 14-0121

* N O T E *
ALL SUBJECT PROPERTY BOUNDARY
LINE BEARINGS AND DISTANCES ARE
DEED & ACTUAL UNLESS OTHERWISE
NOTED HEREON.

STATE OF TEXAS

COUNTY OF TARRANT

WHEREAS, NORBERTO IRACHETA and STEPHEN J. LYONS are the sole owners of the following tract of land to-wit:

BEING the South one-half of Lot 3 and all of Lot 4, Block 25, Indian Oaks Subdivision, an addition to the City of Lake Worth, Tarrant County, Texas according to the plat recorded in Volume 388, Page 63 of the Plat Records of Tarrant County, Texas and more particularly described by metes and bounds as follows:

BEGINNING at 1/2-inch iron rod found with plastic cap stamped "RPLS 4277" at the Southeast corner of said Lot 4 being the Southwest corner of Lot 5, said Block 25 and lying in the North right-of-way line of Osage Trail (a 50-foot wide right-of-way);

THENCE S 89° 11' 35" W, 177.00 feet along the South boundary line of said Lot 4 with the said North right-of-way line of Osage Trail to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Southwest corner of said Lot 4 lying in the East right-of-way line of Mohawk Trail (a 50-foot wide right-of-way);

THENCE NORTH, at 85.00 feet passing a 1-inch iron pipe found and continuing in all a total distance of 150.00 feet along the said, East right-of-way line of Mohawk Trail to a 1-inch iron pipe found at the Southwest corner of Lot 3A, Block 25, Indian Oaks Subdivision, an addition to the City of Lake Worth, Tarrant County, Texas according to the plat recorded in Volume 388-66, Page 44 of the Plat Records of Tarrant County, Texas;

THENCE N 89° 11' 35" E, 177.00 feet along the South boundary line of said Lot 3A to a 1/2-inch iron rod found with plastic cap stamped "RPLS 4277" at the Southeast corner thereof, lying in the West boundary line of Lot 6, aforesaid Block 25;

THENCE SOUTH, at 65.00 feet passing a 1/2-inch iron rod found with plastic cap stamped "PRECISE" at the Southwest corner of said Lot 6, being the Northwest corner of aforesaid Lot 5, at 80.00 feet passing a 1/2-inch iron rod found with plastic cap stamped "RPLS 4277" and continuing in all a total distance of 150.00 feet to the PLACE OF BEGINNING, containing 0.609 acre (26,549 square feet) of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT NORBERTO IRACHETA and STEPHEN J. LYONS do hereby adopt this plat designating the hereinabove described real property as LOTS 3R and 4R, BLOCK 25, INDIAN OAKS SUBDIVISION, an addition to the City of Lake Worth, Tarrant County, Texas and do hereby dedicate to the public's use the streets and easements shown thereon.

WITNESS MY HAND at Fort Worth, Tarrant County, Texas this the _____ day of _____, 2018.

NORBERTO IRACHETA

WITNESS MY HAND at Fort Worth, Tarrant County, Texas this the _____ day of _____, 2018.

STEPHEN J. LYONS

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared NORBERTO IRACHETA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2018.

NOTARY PUBLIC
STATE OF TEXAS

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared STEPHEN J. LYONS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2018.

NOTARY PUBLIC
STATE OF TEXAS

REPLAT

LOTS 3R & 4R, BLOCK 25 INDIAN OAKS SUBDIVISION

AN ADDITION TO THE CITY OF LAKE WORTH, TARRANT COUNTY, TEXAS
BEING A REVISION OF THE SOUTH ONE-HALF OF LOT 3 AND ALL OF
LOT 4, BLOCK 25, INDIAN OAKS SUBDIVISION, AN ADDITION TO THE
CITY OF LAKE WORTH, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED
IN VOLUME 388, PAGE 63 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS

SURVEYOR:

COOMBS LAND SURVEYING, INC.
P.O. BOX 11370
FORT WORTH, TEXAS 76110
(817) 920-7600
(831) 920-7617 FAX
e-mail: ron.coombs@sbcglobal.net

OWNER LOT 3R:

NORBERTO IRACHETA
3307 SHAWNEE TRAIL
FORT WORTH, TEXAS 76135
(817) 721-6096
e-mail: bi4hire@yahoo.com

OWNER LOT 4R:

STEPHEN J. LYONS
3300 MOHAWK TRAIL
FORT WORTH, TEXAS 76135
(817) 231-2000

2 LOTS 0.609 ACRE

MARCH 27, 2018

THIS PLAT RECORDED IN INSTRUMENT # _____ DATE _____

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

REPLAT REQUEST
PLANNING & ZONING CASE #PZ-2018-03

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 land use designation and site plan amendment. 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, April 17, 2018, at the Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider recommendations to the City Council regarding the proposed replat being all of 0.609-acre parcel(s) of land known as Block 25, Lot 3 (south half) and Lot 4, Indian Oaks Subdivision of the records of Tarrant County, Texas. The proposed replat's new legal description will be Block 25, Lot(s) 3R and 4R, Indian Oaks Subdivision, commonly known as 3300 Mohawk Trail (lot 4R) and 3308 Mohawk Trail (lot 3R), Lake Worth, Texas. The City Council will conduct a second Public Hearing at 6:30 p.m. on Tuesday, May 8, 2018, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider. All interested parties are encouraged to attend.

VICINITY MAP ON REVERSE

Stephen J. Lyons
3300 Mohawk Trail
Lake Worth, Texas 76135

David D/Deanna Rolls
3313 Mohawk Trail
Lake Worth, Texas 76135

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

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

Sallye Kate Lyons
3233 Mohawk Trail
Lake Worth, Texas 76135

Billy J Humphreys
7211 Osage Trail
Lake Worth, Texas 76135

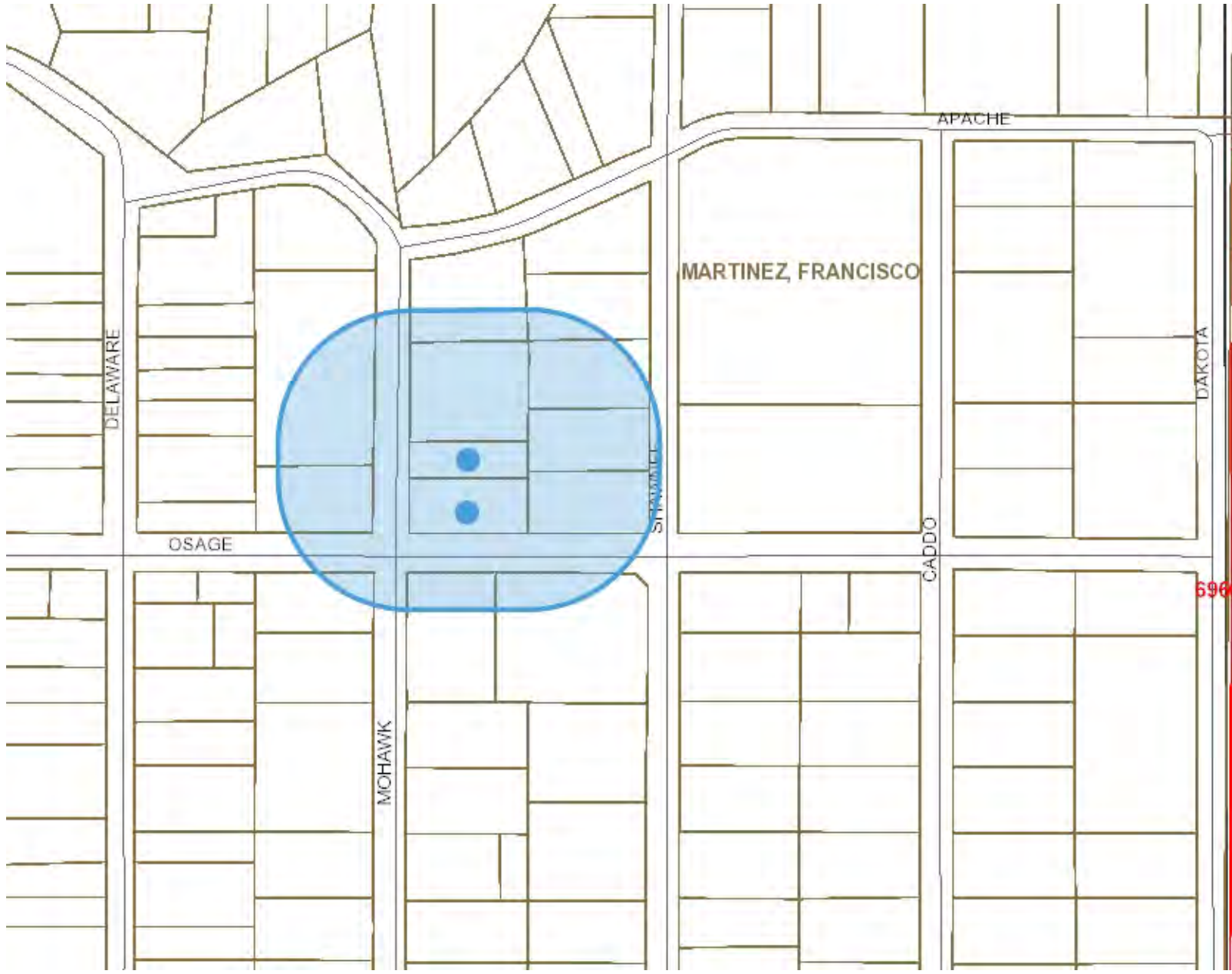
Rodolfo Castaneda/Claudia Luna
4736 Trail Lake Drive
Fort Worth, Texas 76133

Nola Stewart Estate
3324 Mohawk Trail
Lake Worth, Texas 76135

Ruben Marquez
3312 Mohawk Trail
Lake Worth, Texas 76135

Donald R Bownds
3313 Shawnee Trail
Lake Worth, Texas 76135

Ramon Aldaba
PO Box 4701
Fort Worth, Texas 76164

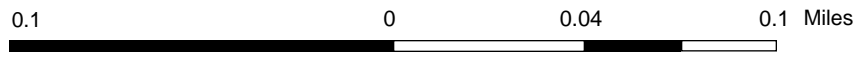


Legend

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



4/6/18 9:00 AM



This 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

1:2,693



RCC Development Review Web Tool - Project Details and Comments

Project Details

Contact Information:

Name	Suzanne Meason
Title/Position	P&Z Administrator
Entity	City of Lake Worth
E-mail	smeason@lakeworthtx.org
Phone	817-255-7922

Project Number: 101

Parcel ID(s): 21080-25-3B, 21080-25-4A

Project Description: The property in question is 2 single family residential lots, one is currently developed and the other is vacant and will be developed with a single family residence. The replat is being done due to an illegal subdivision of property a long time ago that was never corrected. One lot is 85' x 182 and the other is 65' x 12. The lots are well within the City's requirements for size. The property does fall within the APZ1 Zone and it appears the 75 DBL.

Date Submitted: 4/12/2018 11:08:23 AM

Deadline for Comments: 4/16/2018

Comments

Name	Entity	Date	Comment
Doug Howard	City of Benbrook	4/12/2018	Benbrook city staff have no objections.

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. D.2

From: Suzanne Meason, Planning & Zoning Administrator

Item: Public Hearing to consider Planning & Zoning Case No. PZ-2018-04, a proposed preliminary plat being all of a 0.5030-acre tract of land legally known as Abstract 1552, Tract 2HH, Moses Townsend Survey of the records of Tarrant County, Texas. The proposed preliminary plat's new legal description will be Block 1, Lot(s) 3 and 4, Moses Townsend Addition, commonly known as 7229 Charbonneau and 3612 Mohawk Trail, Lake Worth, Texas. **(The Planning & Zoning Commission recommended approval by a vote of 5-2.)**

Property Description:

0.5030-acre tract of land, located at 7229 Charbonneau

Property Owner(s):

Bassim Abifaraj, 1501 Dream Dust Court, Keller, Texas 76248

Applicant:

Bassim Abifaraj, 1501 Dream Dust Court, Keller, Texas 76248

Engineer/Surveyor:

Jason Rawlings, Miller Surveying, Inc., 430 Mid Cities Blvd., Hurst, Texas 76054

Current Zoning:

"SF1" – Single Family Residential

Proposed Use(s):

"SF1" – Single Family Residential

Existing Road(s):

Charbonneau and Mohawk Trail

Surrounding Zoning:

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

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

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

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

Agenda Item No. D.2

Summary:

Mr. Abifaraj is the owner of the property and desires to construct two (2) new residences. The property had a structure on it prior, which was demolished and removed. When Mr. Abifaraj contacted the City at first about building a new residence it was discovered that the property had never been platted. He was advised that he would have to plat the property prior to any new construction. In his preparation of the plat he decided that he wanted to make two (2) lots out of the property.

The preliminary plat was reviewed by city staff and the proposed lot(s) meet the city's requirements for platting. Platting is considered a ministerial duty by the governing body if it meets all requirements.

The preliminary plat was heard by the Planning & Zoning Commission on April 17, 2018 and was recommended for approval by a vote of 5-2.

The case was uploaded into the RCC review tool and those comments are attached for your reference.

Public Input:

On Friday, April 6, 2018 as required by State law, the City mailed out twenty-one (21) 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, March 30, 2018. We have received the following in favor/opposition to the request:

1. FOR: No comment forms received.
2. AGAINST: 1 form received prior to the meeting. Kelly White, 7224 Charbonneau who submitted form did not contact staff for details but thinks that it will be four (4) lots, not just two (2).
Allen L Hill, 3608 Mohawk Trail spoke in opposition at the P&Z meeting.

Fiscal Impact:

N/A

Attachments:

1. Subdivision Application/Waiver of 30 Day Action Form
2. Preliminary Plat Document/Utility Plan/Drainage Study
3. Public Hearing Notice
4. Public Hearing Notifications (within 200' of subject property)
5. Vicinity Map
6. Returned Public Comment Form(s)
7. RCC Comments

Recommended Motion or Action: Staff's recommends approval of Agenda Item D.2 as presented.



BUILDING DEVELOPMENT SERVICES
PLANNING & ZONING DIVISION
3805 ADAM GRUBB, LAKE WORTH, TEXAS 76135
817-255-7922 OR SMEASON@LAKEWORTHTX.ORG

FOR OFFICE USE ONLY
Case No: PZ-2018-04+PZ-2018-
Date Submitted: 02-09-18 05

APPLICATION FOR SUBDIVISION PLAT APPROVAL

(CHECK ONE)

☒ PRELIMINARY PLAT ☒ FINAL PLAT ☐ REPLAT ☐ AMENDING/CORRECTION PLAT

PROPOSED SUBDIVISION NAME Lot 3 & 4, Moses Townshend Addition

CURRENT ZONING CLASSIFICATION Single Family Residential

CURRENT LEGAL DESCRIPTION Tract 2HH - Moses Townshend Survey A-1552

TOTAL ACRES 0.5030 # OF LOTS 2 PROPOSED USE SFR

APPLICANT/DEVELOPER INFORMATION

NAME Bassim Abifaraj

ADDRESS 1501 Dream Dust Ct. CITY Keller

STATE Texas ZIP 76248 EMAIL bnrproperties@gmail.com

PHONE 954-325-4418

FAX _____

PROPERTY OWNER INFORMATION

NAME Applicant

ADDRESS _____ CITY _____

STATE _____ ZIP _____ EMAIL _____

PHONE _____ FAX _____

SURVEYOR/ARCHITECT/ENGINEER INFORMATION

NAME Jason Rawlings (Miller Surveying, Inc.)

ADDRESS 430 Mid Cities Blvd CITY Hurst

STATE TX ZIP 76054 EMAIL jason@millersurveying.net

PHONE 817-577-1052

FAX _____

I hereby certify that I am the owner of the property described above and further certify that the information provided on this development application is true and correct. I further understand that the public hearing for this project will not be scheduled until the application fee(s) have been paid and the plans have been reviewed and accepted by City staff. IF APPLICATION IS SIGNED BY SOMEONE OTHER THAN THE OWNER, THEN AN OWNER AUTHORIZATION FORM MUST BE COMPLETED AND TURNED IN WITH APPLICATION.

[Signature]
SIGNATURE OF OWNER, AGENT, OR APPLICANT

2/9/18
DATE

GENERAL INFORMATION

A plat is intended to serve as the official recorded map of the property to be developed, showing thereon the boundaries, lots, public streets and easements and other significant public facilities and features which are necessary to serve the development. All plats shall conform to the Lake Worth Subdivision and Development Ordinance and Design Criteria and Construction Standards.

Owner signature: The plat application is required to be signed by the **current property owner**. If the property owner is not available to sign the application, then an owner authorization form (City provided) from the property owner is required to be submitted which empowers a designee to sign for the property owner.

Waiver from Section 212.009: The Texas Local Government Code requires that the municipal authority responsible for approving plats must take action on a plat within thirty (30) days of the plat application being accepted. A plat is considered approved by the municipal authority unless it is disapproved within that period. Because thirty (30) days is generally not enough time for a plat to be processed by City Staff and forwarded to the Planning and Zoning Commission and City Council for approval, a waiver of action form must be signed. **If the waiver of action form is not signed and submitted, then it is likely that the plat will be forwarded to the Planning and Zoning Commission with a staff recommendation of denial within thirty (30) days of the application being accepted. The waiver must be signed by the property owner or by the property owner's designee as noted on the owner authorization form.**

Acceptance of plat application: All plat applications will be reviewed for completeness in accordance with this checklist before they are accepted by City Staff. Failure of applicant to provide the required information constitutes grounds for refusal of plat acceptance for processing; or staff recommendation of denial when application is scheduled for consideration.

SUBMITTAL CHECKLIST

The following items must be turned in for the subdivision plat application to be accepted and processed by this department:

- ☒ SUBDIVISION PLAT APPLICATION
- ☐ OWNER AUTHORIZATION FORM (IF APPLICABLE)
- ☒ SIGNED WAIVER OF 30 DAY ACTION FORM
- ☒ APPLICATION FEE (VERIFY WITH P&Z ADMINISTRATOR)
- ☒ FOUR (4) HARD COPIES OF SUBDIVISION PLAT DOCUMENT (SIZE 24 x 36 FOLDED INTO 8½ x 11)
- ☒ ELECTRONIC VERSION (.pdf) OF THE SUBDIVISION PLAT DOCUMENT EMAILED TO SMEASON@LAKEWORTHTX.ORG
- ☒ FOUR (4) HARD COPIES OF CIVIL CONSTRUCTION PLANS (IF APPLICABLE) *from eng.*

OFFICE USE ONLY

Fee: 5,570.00
Date Paid: 02-13-18
Receipt #: P18-0124 + P18-0125
Ownership Verified:
☒ YES ☐ NO
Taxes Paid:
☒ YES ☐ NO
Liens Paid:
☒ YES ☐ NO

Public Hearing Newspaper Notice Deadline Date: 3-30-18
Public Hearing 200' Notification Deadline Date: 4-7-18
P&Z Commission Meeting Date: 4-17-18
City Council Meeting Date: 5-8-18
Plat Approval Date: _____
Plat File Date: _____
Instrument #: _____



BUILDING DEVELOPMENT SERVICES
PLANNING & ZONING DIVISION
3805 ADAM GRUBB, LAKE WORTH, TEXAS 76135
817-255-7922 OR SMEASON@LAKEWORTHTX.ORG

FOR OFFICE USE ONLY

Case No: _____
Date Submitted: _____
Accepted By: _____

WAIVER OF 30 DAY ACTION REQUIREMENT FOR PLATTING

(CHECK ONE)

☒ PRELIMINARY PLAT ☒ FINAL PLAT _____ REPLAT _____ AMENDING/CORRECTION PLAT

PROPOSED SUBDIVISION NAME Lot 3 & 4, Moses Townshend Addition

CURRENT LEGAL DESCRIPTION Tract 2HH - Moses Townshend Survey A-1552

TOTAL ACRES 0.5030 # OF LOTS 2 PROPOSED USE SFR

PROPERTY OWNER INFORMATION

NAME Bassim Abifaraj

ADDRESS 1501 Dream Dust Ct. CITY Keller

STATE Texas ZIP 76248 EMAIL bnrproperties@gmail.com

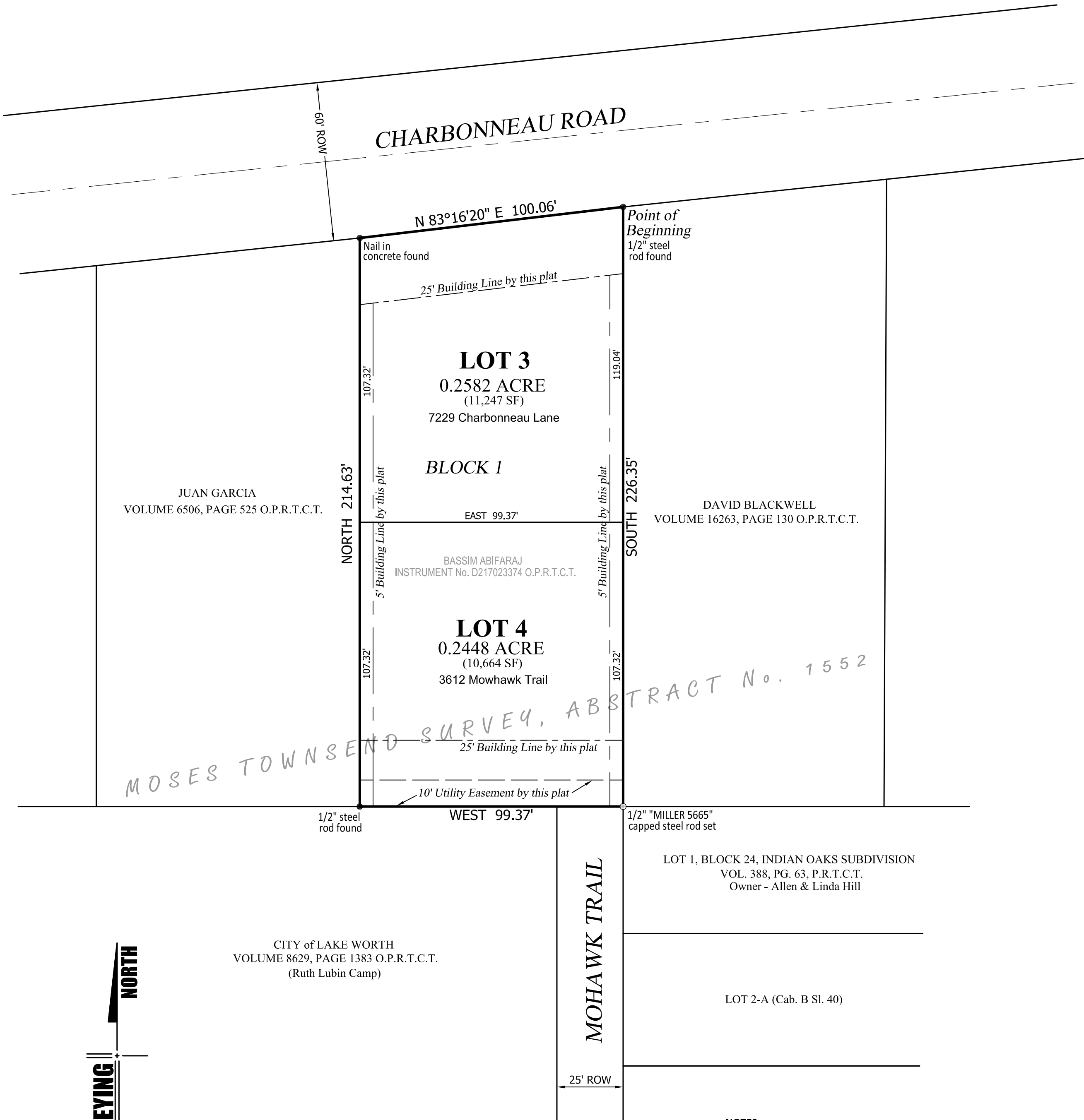
PHONE 954-325-4418 FAX _____

I hereby affirm that I am the owner or an authorized representative of the owner of the property described above which is being submitted for the platting process and I hereby waive my right to have action taken on my plat within the thirty (30) day period as required by section 212.009 of Texas Local Government Code.

IF APPLICATION IS SIGNED BY SOMEONE OTHER THAN THE OWNER, THEN AN OWNER AUTHORIZATION FORM MUST BE COMPLETED AND TURNED IN WITH APPLICATION.


SIGNATURE OF OWNER, AGENT, OR APPLICANT

2/9/18
DATE



STATE OF TEXAS
COUNTY OF TARRANT

WHEREAS Bassim Abifaraj is the sole owner of the following described tract of land to wit:

Being a tract of land out of the Moses Townsend Survey, Abstract No. 1552 and situated in the City of Lake Worth, Tarrant County, Texas, and surveyed by Miller Surveying, Inc. of Hurst, Texas in May 2017, said tract being that same tract of land described in the deed to Bassim Abifaraj recorded as Instrument No. D217023374, Official Public Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch steel rod set for the northeast corner of said Abifaraj tract, said rod being in the southeasterly right-of-way line of Charbonneau Road;

Thence SOUTH with the east boundary line of said tract a distance of 226.35 feet to a 1/2" "MILLER 5665" capped steel rod set for the southeast corner of said tract;

Thence WEST with the south boundary line of said tract a distance of 99.37to a 1/2" steel rod found for the southwest corner of said tract;

Thence NORTH with the west boundary line of said tract a distance of 214.63 feet to a nail in concrete found for the northwest corner of said tract, said nail being in the said right-of-way line;

Thence North 83 degrees 16 minutes 20 seconds East with said right-of-way line a distance of 100.06 feet to the point of beginning and containing 0.5030 acres of land more or less.;

KNOW ALL BY THESE PRESENTS THAT I HEREBY ADOPT THE SAME TO BE KNOWN AS:

LOT 3 AND LOT 4, BLOCK 1, MOSES TOWNSEND ADDITION
An addition to the City of Lake Worth, Tarrant County, Texas and do hereby dedicate to the public use forever the easements and rights-of-way as shown hereon.

Executed this the _____ day of _____, 2018.

By: _____
Bassim Abifaraj

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Bassim Abifaraj, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office this ____ day of _____, 2018.

Notary Public in and for the State of Texas

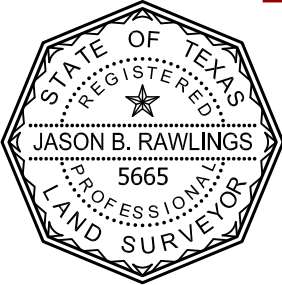
My commission expires: _____

OWNER/APPLICANT:

BASSIM ABIFARAJ
1501 DREAM DUST CT.
KELLER, TX. 76248
954-325-4418

This is to certify that I, Jason B. Rawlings, a Registered Professional Land Surveyor for the State of Texas, have platted the subdivision from an actual survey on the ground, and that this plat correctly represents that survey work by me and those under my supervision.

Jason B. Rawlings Date
R. P. L. S. 5665



MILLER
Surveying, Inc.

Commercial • Residential • Municipal
430 Mid Cities Blvd. 817-577-1052
Hurst, Texas 76054 TxLSF No. 10100400
MillerSurvey.net

Preliminary Plat
LOT 3 AND LOT 4, BLOCK 1
MOSES TOWNSEND ADDITION
An addition to the City of Lake Worth, Tarrant County, Texas
Being 0.5030 acres out of the
Moses Townsend Survey, Abstract No. 1552
City of Lake Worth, Tarrant County, Texas

Surveyed in May 2017

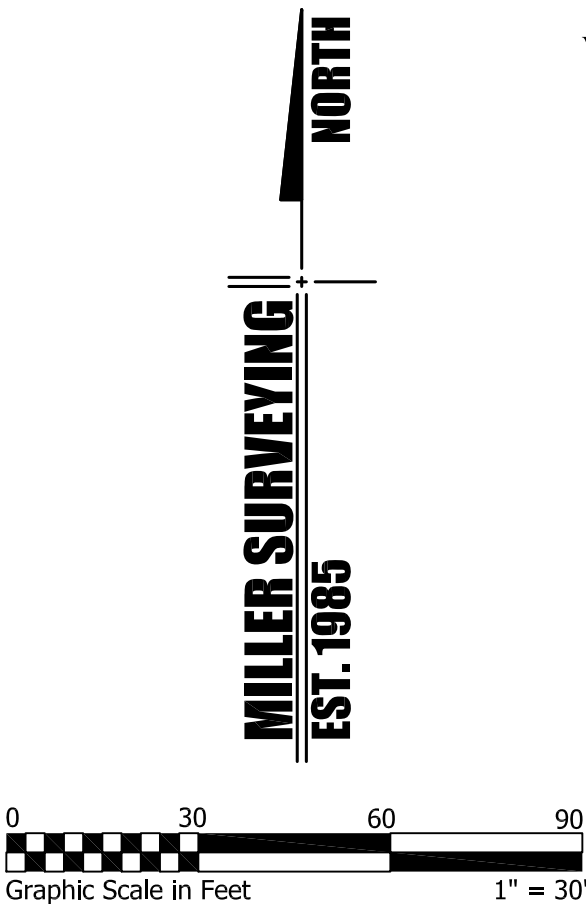
Job No. 13137 • Plot File 13137

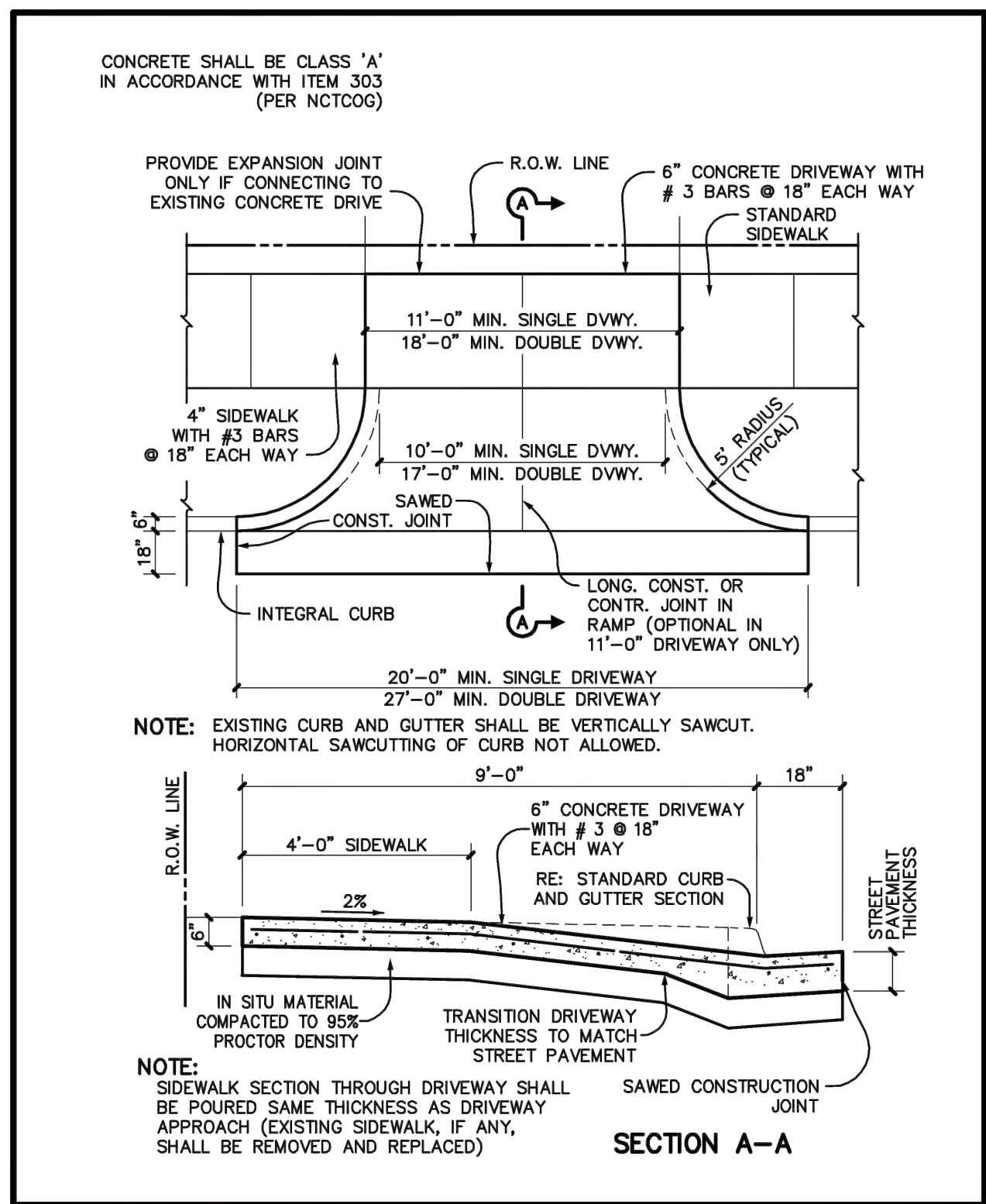
This plat is filed as Document No. _____ in the Plat Records of Tarrant County, Texas, Date _____

NOTES:

Both lots are Single Family Residential.

Based on scaling the surveyed tract shown hereon onto the FEMA Flood Insurance Rate Map No. 48439C0165K (Rev. 9-25-09), said lot lies within FEMA Zone X and does not lie within the FEMA designated 100-year flood plain. Miller Surveying, Inc. makes no statement as to the likelihood of the actual flooding of said surveyed lot.





PAVING CONSTRUCTION DETAILS
RESIDENTIAL DRIVEWAY

REVISED MAY 2006
SCALE: N.T.S.
SHEET: P-5A

CONSTRUCT:
1 L.S. - FULL DEPTH SAW-CUT ON EXISTING ASPHALT STREET
1 L.S. - CONCRETE DRIVEWAY REMOVAL AND RIGHT-OF-WAY RESTORATION
21 L.F. - CONCRETE CURB AND GUTTER
35 S.F. - ASPHALT PAVEMENT REPAIR

ALL CONSTRUCTION WORK AND TRAFFIC CONTROL MEASURES TO BE PERFORMED PER CITY STANDARDS

PROPOSED 4 INCH DIA. SDR 26 SS SERVICE • MINIMUM 2% GRADE
EX. 6" SS FL. • PROPOSED 4" SS SERVICE CONNECTION = 630.8 (+/-)
INSTALL 4 INCH CLEANOUT • CHARBONNEAU ROAD R.O.W. LINE.

EX. 1 INCH WATER METER TO REMAIN

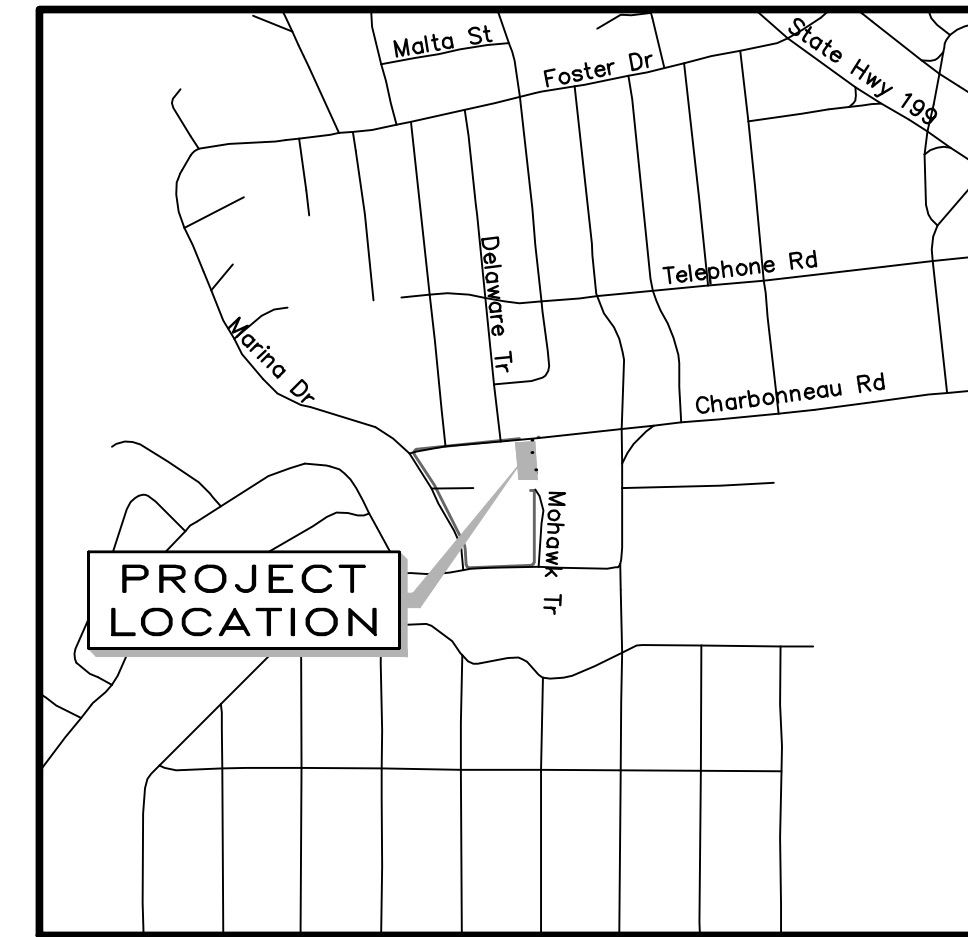
PROPOSED 1 INCH WATER SERVICE

PROPOSED 1,600 S.F. RESIDENCE
MIN.FF=638.0

PROPOSED 1,600 S.F. RESIDENCE
MIN.FF=635.0

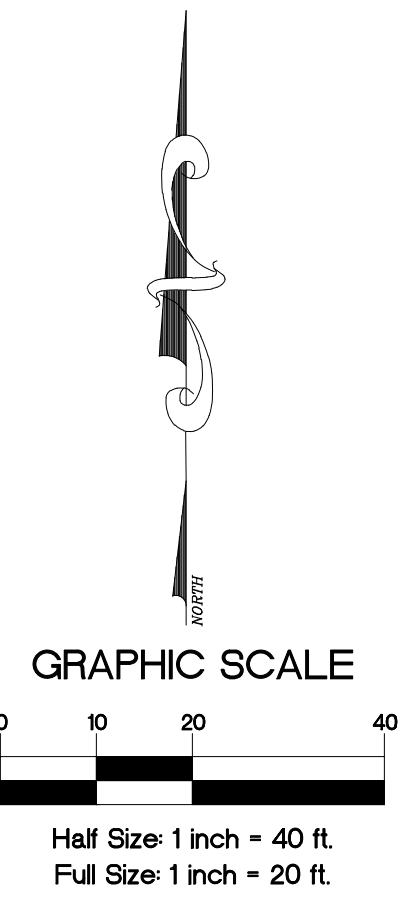
CONNECT TO EX. 4 INCH SS SERVICE AT EXISTING CLEANOUTS
WITH PROPOSED 4 INCH DIA. SDR 26 SS SERVICE • MINIMUM 2% GRADE. INSTALL 4 INCH CLEANOUT • MOHAWK TRAIL R.O.W. LINE.

PROPOSED 1 INCH WATER METER AND SERVICE.
CITY OF LAKE WORTH P.W. DEPT TO VERIFY EXACT LOCATION OF EXISTING WATER MAIN IN CITY PARK. (10' WIDE UTILITY EASEMENT ALONG MOHAWK TRAIL FRONTAGE TO BE DEDICATED BY PLAT).



LEGEND

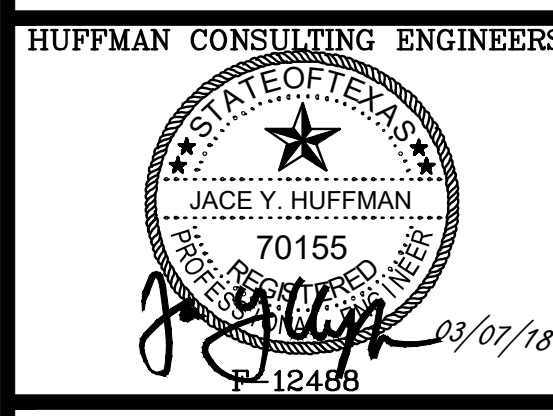
	PROPERTY CORNER - IRON ROD FOUND
	PROPERTY CORNER - IRON ROD SET
	STREET LIGHT
	TRAFFIC SIGNAL POLE
	UTILITY POLE
	GUY WIRE
	TELEPHONE MANHOLE
	GAS METER
	SIGN
	SANITARY SEWER CLEANOUT
	EXISTING / PROPOSED SANITARY SEWER MANHOLE
	GRATE INLET
	STORM SEWER MANHOLE
	EXISTING / PROPOSED FIRE HYDRANT
	WATER METER
	EXISTING / PROPOSED WATER VALVE
	CHAIN LINK FENCE
	WIRE FENCE
	WOOD FENCE
	OVERHEAD ELECTRIC LINE-EXISTING
	OVERHEAD ELECTRIC LINE-PROPOSED
	UNDERGROUND ELECTRIC LINE-EXISTING
	UNDERGROUND ELECTRIC LINE-PROPOSED
	WATER LINE-EXISTING
	WATER LINE-PROPOSED
	SANITARY SEWER LINE-EXISTING
	SANITARY SEWER LINE-PROPOSED
	NATURAL GAS LINE-EXISTING
	NATURAL GAS LINE-PROPOSED
	TELEPHONE LINE-EXISTING
	TELEPHONE LINE-PROPOSED
	SILT FENCE
	PROPOSED ASPHALT PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	PROPOSED CEMENT TREATED FLEX BASE PAVEMENT
	PROPOSED GRAVEL AREA
	PROPOSED CONCRETE SIDEWALK



HUFFMAN CONSULTING ENGINEERS
TEXAS REGISTERED ENGINEERING FIRM P-12488
6716 AZLE AVENUE
FORT WORTH, TEXAS 76155
Phone: (817) 357-5354
Fax: (817) 887-1940
Email: JHUFFMAN@H-C-ENG
PROJECT ID: ###

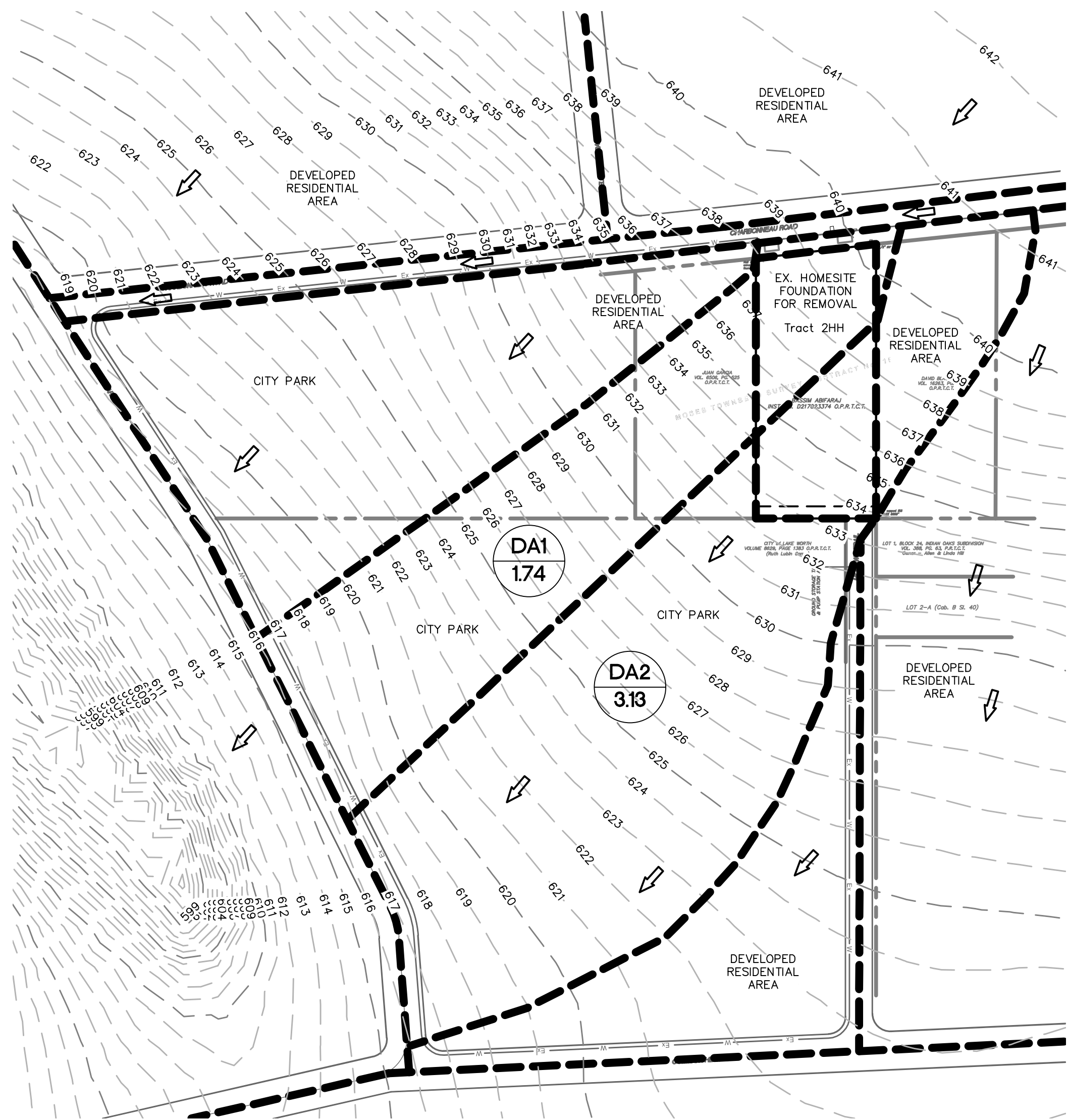
REVISIONS	NUMBER	REVISION	DATE
1	1	REVISIONS PER 180222 CITY REVIEW COMMENTS	180307
2	2		
3	3		
4	4		
5	5		
6	6		

PROPOSED IMPROVEMENTS OF
ABIFARAJ RESIDENCE
FOR
LOTS 3 AND 4, MOSES TOWNSEND ADDITION
LAKE WORTH, TEXAS



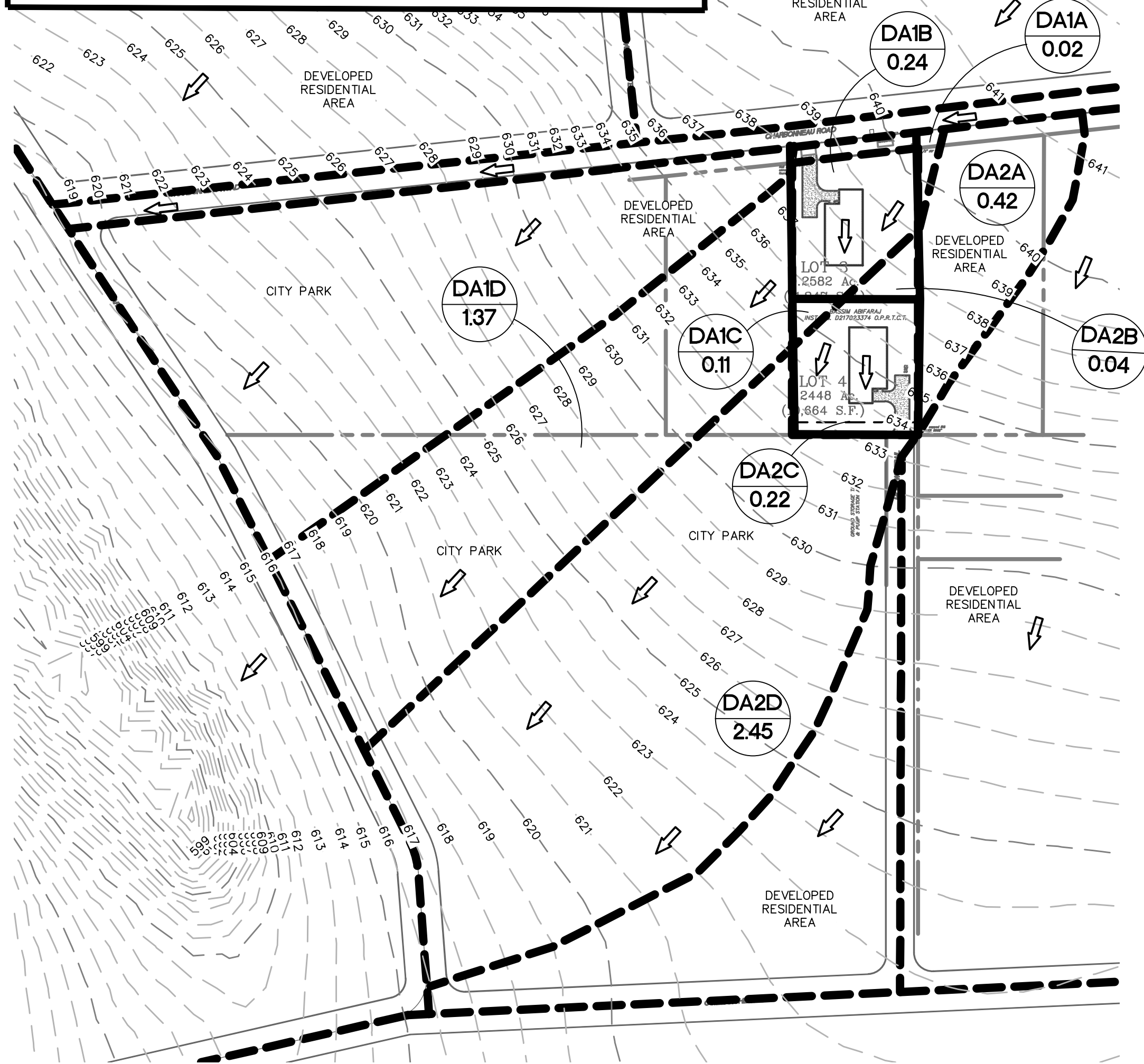
SITE PLAN

DATE	03/07/18
DESIGN BY	JYH
DRAWN BY	AMR
REVIEW BY	HCE
SHEET NO.	C1



PRE-DEVELOPED CONDITION - DRAINAGE AREA MAP

NOTE:
PROPOSED STORM WATER MANAGEMENT TO BE ACCOMPLISHED THRU USE OF
EXISTING VEGETATION AND TREES AND GRADING PROCEDURES THAT ARE
CONSISTENT WITH THE EXISTING TOPOGRAPHY. NO ADVERSE IMPACT WILL BE
CREATED TO ADJOINING PROPERTIES.



POST-DEVELOPED CONDITION - DRAINAGE AREA MAP

DRAINAGE CALCULATIONS

(PRE-DEVELOPMENT)

DRAINAGE AREA	AREA (acres)	C	Tc (min.)	I-1yr (in./hr)	I-10yr (in./hr)	I-100yr (in./hr)	Q-1yr (cfs)	Q-10yr (cfs)	Q-100yr (cfs)	COMMENTS
DA1	1.74	0.42	15	3.32	5.53	7.98	2.42	4.04	5.83	LARGE LOT RES. DEVELOPMENT + PARK AREA
DA2	3.13	0.36	15	3.32	5.53	7.98	3.74	6.23	8.99	LARGE LOT RES. DEVELOPMENT + PARK AREA
TOTAL =		4.87					6.16	10.27	14.82	

Note:

- PRE-DEVELOPMENT WEIGHTED 'C' COEFFICIENT VALUE FOR DRAINAGE AREA DA1 DETERMINED FROM LAND USE TABLE - RESIDENTIAL CATEGORY (0.55) AND UNDEVELOPED PROPERTY CATEGORY (0.30).
WEIGHTED 'C' = $((0.30 \times 0.90) + (0.55 \times 0.84)) / 1.74 = 0.42$
- PRE-DEVELOPMENT WEIGHTED 'C' COEFFICIENT VALUE FOR DRAINAGE AREA DA2 DETERMINED FROM LAND USE TABLE - RESIDENTIAL CATEGORY (0.55) AND UNDEVELOPED PROPERTY CATEGORY (0.30).
WEIGHTED 'C' = $((0.30 \times 2.38) + (0.55 \times 0.75)) / 3.13 = 0.36$

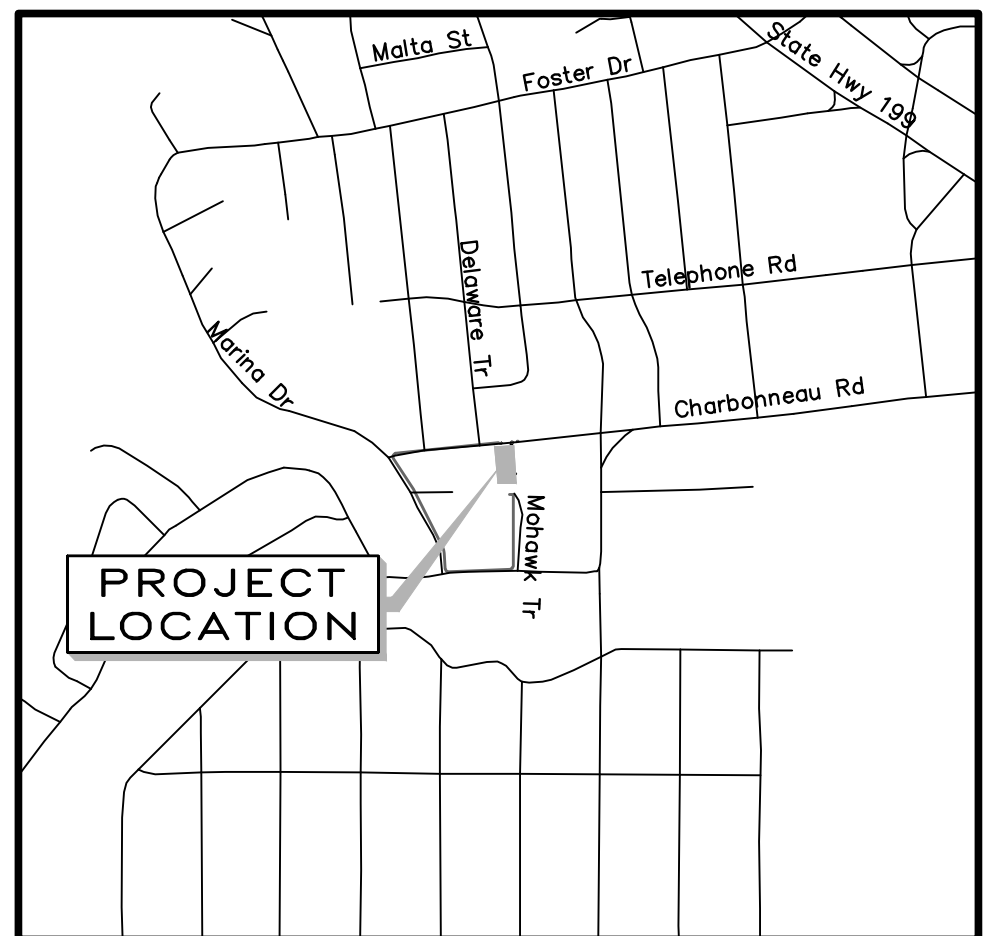
DRAINAGE CALCULATIONS

(POST-DEVELOPMENT)

DRAINAGE AREA	AREA (acres)	C	Tc (min.)	I-1yr (in./hr)	I-10yr (in./hr)	I-100yr (in./hr)	Q-1yr (cfs)	Q-10yr (cfs)	Q-100yr (cfs)	COMMENTS
DA1A	0.02	0.55	10	4.06	6.51	9.24	0.05	0.07	0.10	LARGE LOT RES. DEVELOPMENT
DA1B	0.24	0.55	10	4.06	6.51	9.24	0.54	0.86	1.22	PROPOSED LOT 3 HOME SITE REDEVELOPMENT
DA1C	0.11	0.55	10	4.06	6.51	9.24	0.25	0.39	0.56	PROPOSED LOT 4 HOME SITE REDEVELOPMENT
DA1D	1.37	0.41	15	3.32	5.53	7.98	1.86	3.11	4.48	LARGE LOT RES. DEVELOPMENT + PARK AREA
DA2A	0.42	0.55	10	4.06	6.51	9.24	0.94	1.50	2.13	LARGE LOT RES. DEVELOPMENT
DA2B	0.04	0.55	10	4.06	6.51	9.24	0.09	0.14	0.20	PROPOSED LOT 3 HOME SITE REDEVELOPMENT
DA2C	0.22	0.55	10	4.06	6.51	9.24	0.49	0.79	1.12	PROPOSED LOT 4 HOME SITE REDEVELOPMENT
DA2D	2.45	0.31	15	3.32	5.53	7.98	2.52	4.20	6.06	LARGE LOT RES. DEVELOPMENT + PARK AREA
TOTAL =		4.87					6.74	11.06	15.87	

Note:

- PRE-DEVELOPMENT WEIGHTED 'C' COEFFICIENT VALUE FOR DRAINAGE AREA DA1D DETERMINED FROM LAND USE TABLE - RESIDENTIAL CATEGORY (0.55) AND UNDEVELOPED PROPERTY CATEGORY (0.30).
WEIGHTED 'C' = $((0.30 \times 0.90) + (0.55 \times 0.47)) / 1.37 = 0.39$
- PRE-DEVELOPMENT WEIGHTED 'C' COEFFICIENT VALUE FOR DRAINAGE AREA DA2D DETERMINED FROM LAND USE TABLE - RESIDENTIAL CATEGORY (0.55) AND UNDEVELOPED PROPERTY CATEGORY (0.30).
WEIGHTED 'C' = $((0.30 \times 2.38) + (0.55 \times 0.07)) / 2.45 = 0.31$



VICINITY MAP
SCALE: 1" = 1000'

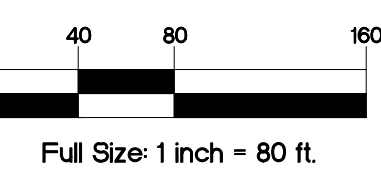
LEGEND

	PROPERTY CORNER - IRON ROD FOUND
	PROPERTY CORNER - IRON ROD SET
	STREET LIGHT
	TRAFFIC SIGNAL POLE
	UTILITY POLE
	GUY WIRE
	TELEPHONE MANHOLE
	GAS METER
	SIGN
	SANITARY SEWER CLEANOUT
	EXISTING / PROPOSED SANITARY SEWER MANHOLE
	GRATE INLET
	STORM SEWER MANHOLE
	EXISTING / PROPOSED FIRE HYDRANT
	WATER METER
	EXISTING / PROPOSED WATER VALVE
	CHAIN LINK FENCE
	WIRE FENCE
	WOOD FENCE
	OVERHEAD ELECTRIC LINE-EXISTING
	OVERHEAD ELECTRIC LINE-PROPOSED
	UNDERGROUND ELECTRIC LINE-EXISTING
	UNDERGROUND ELECTRIC LINE-PROPOSED
	WATER LINE-EXISTING
	WATER LINE-PROPOSED
	SANITARY SEWER LINE-EXISTING
	SANITARY SEWER LINE-PROPOSED
	NATURAL GAS LINE-EXISTING
	NATURAL GAS LINE-PROPOSED
	TELEPHONE LINE-EXISTING
	TELEPHONE LINE-PROPOSED
	SILT FENCE
	PROPOSED ASPHALT PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	PROPOSED CEMENT TREATED FLEX BASE PAVEMENT
	PROPOSED GRAVEL AREA
	PROPOSED CONCRETE SIDEWALK

DRAINAGE LEGEND

	DRAINAGE AREA NUMBER
	DRAINAGE AREA SIZE (AC)
	EXISTING DRAINAGE AREA BOUNDARY
	PROPOSED DRAINAGE AREA BOUNDARY
	FLOW DIRECTION

GRAPHIC SCALE



HUFFMAN CONSULTING ENGINEERS
TEXAS REGISTERED ENGINEERING FIRM P-12488



PROPOSED IMPROVEMENTS OF
ABIFARAJ RESIDENCE
FOR
LOTS 3 AND 4, MOSES TOWNSEND ADDITION
LAKE WORTH, TEXAS

HUFFMAN CONSULTING ENGINEERS



DRAINAGE STUDY

DATE 03 / 07 / 18

DESIGN BY JYH

DRAWN BY AMR

REVIEW BY HCE

SHEET NO. C2

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

PRELIMINARY PLAT REQUEST
PLANNING & ZONING CASE #PZ-2018-04

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 land use designation and site plan amendment. 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, April 17, 2018, at the Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider recommendations to the City Council regarding the proposed preliminary plat being all of a 0.5030 acre tract of land legally known as Abstract 1552, Tract 2HH, Moses Townsend Survey of the records of Tarrant County, Texas. **The proposed preliminary plat's** new legal description will be Block 1, Lot(s) 3 and 4, Moses Townsend Addition, commonly known as 7229 Charbonneau and 3612 Mohawk Trail, Lake Worth, Texas. The City Council will conduct a second Public Hearing at 6:30 p.m. on Tuesday, May 8, 2018, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider. All interested parties are encouraged to attend.

VICINITY MAP ON REVERSE

Kelly W White
7224 Charbonneau
Lake Worth, Texas 76135

Jordan Dietzel
7217 Charbonneau
Lake Worth, Texas 76135

Donald J Lovell
3613 Shawnee Trail
Lake Worth, Texas 76135

Burton G Howard
7220 Charbonneau
Lake Worth, Texas 76135

Carol Ware
3913 Lakewood Drive
Lake Worth, Texas 76135

William L Cowden Real Est LLC
5760 Popken Drive
Fort Worth, Texas 76114

Joe D Rhodes
3804 Lakewood Drive
Lake Worth, Texas 76135

David/Linda K Blackwell
7225 Charbonneau
Lake Worth, Texas 76135

Krystal Cervantes
2704 Refugio Avenue
Fort Worth, Texas 76164

Bassim Abifaraj
1501 Dream Dust Court
Keller, Texas 76248

Allen/Linda Hill
3608 Mohawk Trail
Lake Worth, Texas 76135

Juan Jamie/Dora Garcia
7301 Charbonneau
Lake Worth, Texas 76135

Rainwater Enterprises Inc.
8941 Waterchase Circle
Fort Worth, Texas 76120

Virgilio D Portales
7309 Charbonneau
Lake Worth, Texas 76135

Sean/Esmeralda Campbell
709 Schilder
Fort Worth, Texas 76114

Frances Hicks Walker
3704 Delaware Trail
Lake Worth, Texas 76135

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

Anne Mader Wright
3701 Delaware Trail
Lake Worth, Texas 76135

Gary Stum
12605 Foster Circle
Azle, Texas 76020

Alan D/Patricia S Parker
3700 Delaware Trail
Lake Worth, Texas 76135

Judy Crow
PO Box 150231
Fort Worth, Texas 76108



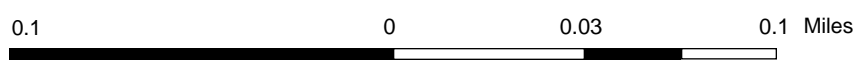
Legend

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



4/6/18 11:02 AM

1: 2,045



This 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
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 #PZ-2018-04.
- ☒ I am **AGAINST** the proposed zoning case as explained on the attached public notice for Zoning Case #PZ-2018-04.

Date, Time and Location of Planning & Zoning Commission Meeting: **Tuesday, April 17, 2018 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Date, Time and Location of City Council Meeting: **Tuesday, May 8, 2018 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Name: KELLY WINTK
(Please print)

Mailing Address: 7224 CHARBOWEAU Road
LAKE WORTH, TX 76135

Signature: Kelley White

Date: 04/10/2018

Property Address(s): 7224 CHARBOWEAU ROAD
LAKE WORTH, TX 76135

Block 6, Lot 16
Lake Worth Heights
Subdivision

COMMENTS:

Proposed PLAT of 0.5030 with 4 lots is undesirable. The property values of surrounding homes would likely decrease as the traffic would increase and the new homes would be small for the neighborhood.

PLEASE TURN IN PUBLIC COMMENT FORM NO LATER THAN
THURSDAY, APRIL 12, 2018 @ NOON TO BE INCLUDED IN THE AGENDA PACKET

RECEIVED

APR 11 2018

SM

RCC Development Review Web Tool - Project Details and Comments

Project Details

Contact Information:

Name Suzanne Meason
Title/Position P&Z Administrator
Entity City of Lake Worth
E-mail smeason@lakeworthtx.org
Phone 817-255-7922

Project Number: 102

Parcel ID(s): A1552-2HH

Project Description: The project is a preliminary/final plat for a property which is zoned single family residential which previously had a structure on it that was demolished. The property owner now wants to building two (2) new residences, but is required to plat the property first in order to achieve this. One lot will face Charbonneau and the other lot Mohawk Trail. the property falls into the APZ 11 and 70 dB noise contour.

Date Submitted: 4/12/2018 1:33:46 PM

Deadline for Comments: 4/19/2018

Comments

Name	Entity	Date	Comment
Suzanne Meason	City of Lake Worth	4/12/2018	Please submit comments by 4-16-18, it won't let me change the date now that project has gone out. Thank you!
Doug Howard	City of Benbrook	4/16/2018	While non-residential land uses are the preferred uses in order to be compatible with the APZ zones, it appears that nearby land uses are also residential. Without complete redevelopment of the area, non-residential uses may not be compatible with existing residential land uses. Appropriate noise attenuation measures should be taken.

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. D.3

From: Suzanne Meason, Planning & Zoning Administrator

Item: Public Hearing to consider Planning & Zoning Case No. PZ-2018-05, a proposed final plat being all of a 0.5030-acre tract of land legally known as Abstract 1552, Tract 2HH, Moses Townsend Survey of the records of Tarrant County, Texas. The proposed final plat's new legal description will be Block 1, Lot(s) 3 and 4, Moses Townsend Addition, commonly known as 7229 Charbonneau and 3612 Mohawk Trail, Lake Worth, Texas. **(The Planning & Zoning Commission recommended approval by a vote of 5-2.)**

Property Description:

0.5030-acre tract of land, located at 7229 Charbonneau

Property Owner(s):

Bassim Abifaraj, 1501 Dream Dust Court, Keller, Texas 76248

Applicant:

Bassim Abifaraj, 1501 Dream Dust Court, Keller, Texas 76248

Engineer/Surveyor:

Jason Rawlings, Miller Surveying, Inc., 430 Mid Cities Blvd., Hurst, Texas 76054

Current Zoning:

"SF1" – Single Family Residential

Proposed Use(s):

"SF1" – Single Family Residential

Existing Road(s):

Charbonneau and Mohawk Trail

Surrounding Zoning:

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

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

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

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

Agenda Item No. D.3

Summary:

Mr. Abifaraj is the owner of the property and desires to construct two (2) new residences. The property had a structure on it prior, which was demolished and removed. When Mr. Abifaraj contacted the City at first about building a new residence it was discovered that the property had never been platted. He was advised that he would have to plat the property prior to any new construction. In his preparation of the plat he decided that he wanted to make two (2) lots out of the property. The preliminary plat document was heard just prior, now the final plat must be heard.

The final plat was reviewed by city staff and the proposed lot(s) meet the city's requirements for platting. Platting is considered a ministerial duty by the governing body if it meets all requirements.

The final plat was heard by the Planning & Zoning Commission on April 17, 2018 and was recommended for approval by a vote of 5-2.

Public Input:

On Friday, April 6, 2018 as required by State law, the City mailed out twenty-one (21) 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, March 30, 2018. We have received the following in favor/opposition to the request:

1. FOR – 1 form received. Property owner is ok with it if it is going to be single family residences.
2. AGAINST – 1 form received prior to the meeting. Stephanie White, 7224 Charbonneau who submitted form did not contact staff for details but thinks that it will be four (4) lots, not just two (2).

Fiscal Impact:

N/A

Attachments:

1. Subdivision Application/Waiver of 30 Day Action Form
2. Final Plat Document/Utility Plan/Drainage Study
3. Public Hearing Notice
4. Public Hearing Notifications (within 200' of subject property)
5. Vicinity Map
6. Returned Public Comment Forms

Recommended Motion or Action:

Staff's recommends approval of Agenda Item D.3 as presented.



BUILDING DEVELOPMENT SERVICES
PLANNING & ZONING DIVISION
3805 ADAM GRUBB, LAKE WORTH, TEXAS 76135
817-255-7922 OR SMEASON@LAKEWORTHTX.ORG

FOR OFFICE USE ONLY
Case No: PZ-2018-04+PZ-2018-
Date Submitted: 02-09-18 05

APPLICATION FOR SUBDIVISION PLAT APPROVAL

(CHECK ONE)

☒ PRELIMINARY PLAT ☒ FINAL PLAT ☐ REPLAT ☐ AMENDING/CORRECTION PLAT

PROPOSED SUBDIVISION NAME Lot 3 & 4, Moses Townshend Addition

CURRENT ZONING CLASSIFICATION Single Family Residential

CURRENT LEGAL DESCRIPTION Tract 2HH - Moses Townshend Survey A-1552

TOTAL ACRES 0.5030 # OF LOTS 2 PROPOSED USE SFR

APPLICANT/DEVELOPER INFORMATION

NAME Bassim Abifaraj

ADDRESS 1501 Dream Dust Ct. CITY Keller

STATE Texas ZIP 76248 EMAIL bnrproperties@gmail.com

PHONE 954-325-4418

FAX _____

PROPERTY OWNER INFORMATION

NAME Applicant

ADDRESS _____ CITY _____

STATE _____ ZIP _____ EMAIL _____

PHONE _____ FAX _____

SURVEYOR/ARCHITECT/ENGINEER INFORMATION

NAME Jason Rawlings (Miller Surveying, Inc.)

ADDRESS 430 Mid Cities Blvd CITY Hurst

STATE TX ZIP 76054 EMAIL jason@millersurveying.net

PHONE 817-577-1052

FAX _____

I hereby certify that I am the owner of the property described above and further certify that the information provided on this development application is true and correct. I further understand that the public hearing for this project will not be scheduled until the application fee(s) have been paid and the plans have been reviewed and accepted by City staff. IF APPLICATION IS SIGNED BY SOMEONE OTHER THAN THE OWNER, THEN AN OWNER AUTHORIZATION FORM MUST BE COMPLETED AND TURNED IN WITH APPLICATION.

[Signature]
SIGNATURE OF OWNER, AGENT, OR APPLICANT

2/9/18
DATE

GENERAL INFORMATION

A plat is intended to serve as the official recorded map of the property to be developed, showing thereon the boundaries, lots, public streets and easements and other significant public facilities and features which are necessary to serve the development. All plats shall conform to the Lake Worth Subdivision and Development Ordinance and Design Criteria and Construction Standards.

Owner signature: The plat application is required to be signed by the **current property owner**. If the property owner is not available to sign the application, then an owner authorization form (City provided) from the property owner is required to be submitted which empowers a designee to sign for the property owner.

Waiver from Section 212.009: The Texas Local Government Code requires that the municipal authority responsible for approving plats must take action on a plat within thirty (30) days of the plat application being accepted. A plat is considered approved by the municipal authority unless it is disapproved within that period. Because thirty (30) days is generally not enough time for a plat to be processed by City Staff and forwarded to the Planning and Zoning Commission and City Council for approval, a waiver of action form must be signed. **If the waiver of action form is not signed and submitted, then it is likely that the plat will be forwarded to the Planning and Zoning Commission with a staff recommendation of denial within thirty (30) days of the application being accepted. The waiver must be signed by the property owner or by the property owner's designee as noted on the owner authorization form.**

Acceptance of plat application: All plat applications will be reviewed for completeness in accordance with this checklist before they are accepted by City Staff. Failure of applicant to provide the required information constitutes grounds for refusal of plat acceptance for processing; or staff recommendation of denial when application is scheduled for consideration.

SUBMITTAL CHECKLIST

The following items must be turned in for the subdivision plat application to be accepted and processed by this department:

- ☒ SUBDIVISION PLAT APPLICATION
- ☐ OWNER AUTHORIZATION FORM (IF APPLICABLE)
- ☒ SIGNED WAIVER OF 30 DAY ACTION FORM
- ☒ APPLICATION FEE (VERIFY WITH P&Z ADMINISTRATOR)
- ☒ FOUR (4) HARD COPIES OF SUBDIVISION PLAT DOCUMENT (SIZE 24 x 36 FOLDED INTO 8½ x 11)
- ☒ ELECTRONIC VERSION (.pdf) OF THE SUBDIVISION PLAT DOCUMENT EMAILED TO SMEASON@LAKEWORTHTX.ORG
- ☒ FOUR (4) HARD COPIES OF CIVIL CONSTRUCTION PLANS (IF APPLICABLE) *from eng.*

OFFICE USE ONLY

Fee: 5,570.00
Date Paid: 02-13-18
Receipt #: P18-0124 + P18-0125
Ownership Verified:
☒ YES ☐ NO
Taxes Paid:
☒ YES ☐ NO
Liens Paid:
☒ YES ☐ NO

Public Hearing Newspaper Notice Deadline Date: 3-30-18
Public Hearing 200' Notification Deadline Date: 4-7-18
P&Z Commission Meeting Date: 4-17-18
City Council Meeting Date: 5-8-18
Plat Approval Date: _____
Plat File Date: _____
Instrument #: _____



BUILDING DEVELOPMENT SERVICES
PLANNING & ZONING DIVISION
3805 ADAM GRUBB, LAKE WORTH, TEXAS 76135
817-255-7922 OR SMEASON@LAKEWORTHTX.ORG

FOR OFFICE USE ONLY

Case No: _____
Date Submitted: _____
Accepted By: _____

WAIVER OF 30 DAY ACTION REQUIREMENT FOR PLATTING

(CHECK ONE)

☒ PRELIMINARY PLAT ☒ FINAL PLAT _____ REPLAT _____ AMENDING/CORRECTION PLAT

PROPOSED SUBDIVISION NAME Lot 3 & 4, Moses Townshend Addition

CURRENT LEGAL DESCRIPTION Tract 2HH - Moses Townshend Survey A-1552

TOTAL ACRES 0.5030 # OF LOTS 2 PROPOSED USE SFR

PROPERTY OWNER INFORMATION

NAME Bassim Abifaraj

ADDRESS 1501 Dream Dust Ct. CITY Keller

STATE Texas ZIP 76248 EMAIL bnrproperties@gmail.com

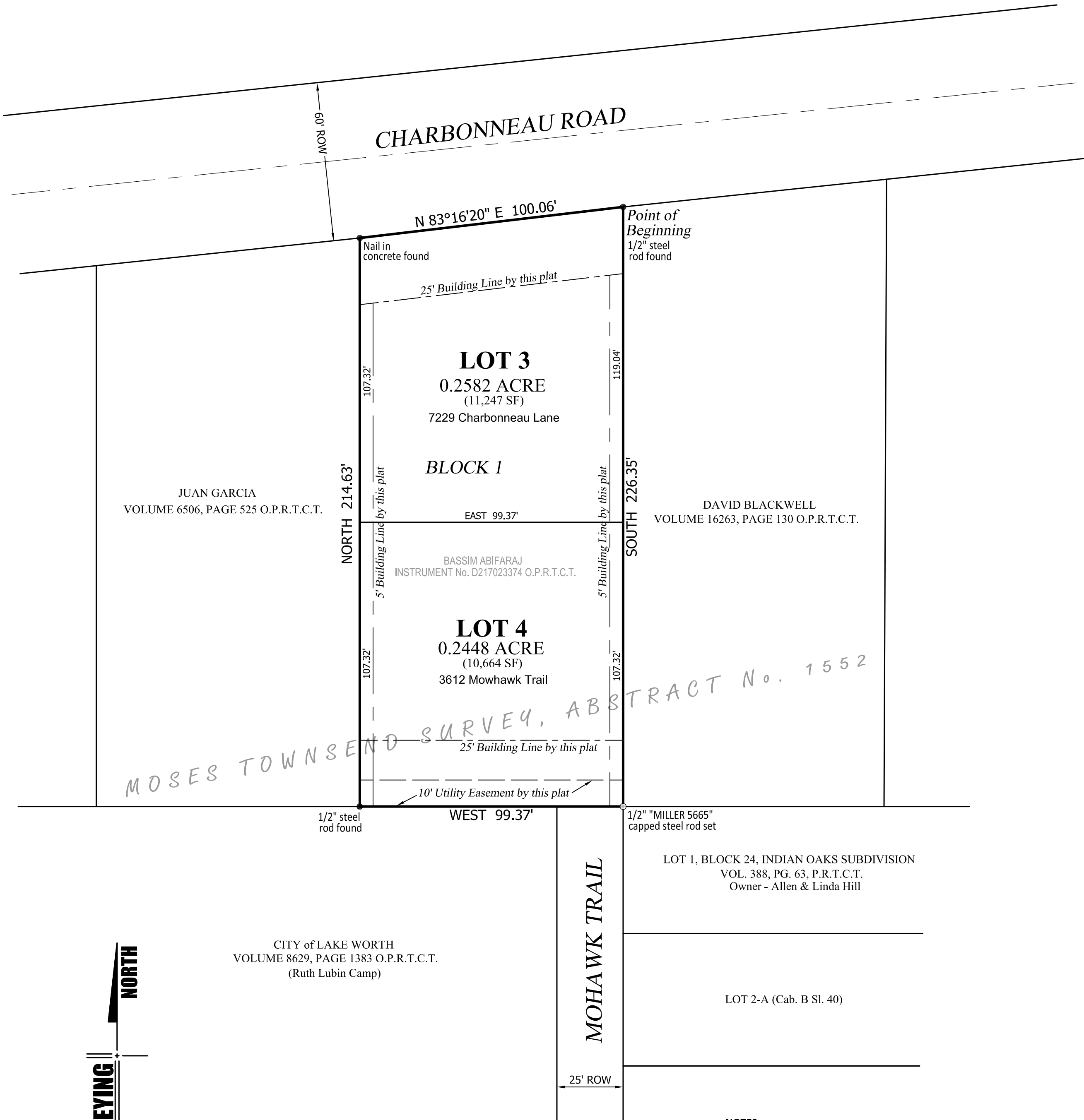
PHONE 954-325-4418 FAX _____

I hereby affirm that I am the owner or an authorized representative of the owner of the property described above which is being submitted for the platting process and I hereby waive my right to have action taken on my plat within the thirty (30) day period as required by section 212.009 of Texas Local Government Code.

IF APPLICATION IS SIGNED BY SOMEONE OTHER THAN THE OWNER, THEN AN OWNER AUTHORIZATION FORM MUST BE COMPLETED AND TURNED IN WITH APPLICATION.


SIGNATURE OF OWNER, AGENT, OR APPLICANT

2/9/18
DATE



STATE OF TEXAS
COUNTY OF TARRANT

WHEREAS Bassim Abifaraj is the sole owner of the following described tract of land to wit:

Being a tract of land out of the Moses Townsend Survey, Abstract No. 1552 and situated in the City of Lake Worth, Tarrant County, Texas, and surveyed by Miller Surveying, Inc. of Hurst, Texas in May 2017, said tract being that same tract of land described in the deed to Bassim Abifaraj recorded as Instrument No. D217023374, Official Public Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch steel rod set for the northeast corner of said Abifaraj tract, said rod being in the southeasterly right-of-way line of Charbonneau Road;

Thence SOUTH with the east boundary line of said tract a distance of 226.35 feet to a 1/2" "MILLER 5665" capped steel rod set for the southeast corner of said tract;

Thence WEST with the south boundary line of said tract a distance of 99.37to a 1/2" steel rod found for the southwest corner of said tract;

Thence NORTH with the west boundary line of said tract a distance of 214.63 feet to a nail in concrete found for the northwest corner of said tract, said nail being in the said right-of-way line;

Thence North 83 degrees 16 minutes 20 seconds East with said right-of-way line a distance of 100.06 feet to the point of beginning and containing 0.5030 acres of land more or less.;

KNOW ALL BY THESE PRESENTS THAT I HEREBY ADOPT THE SAME TO BE KNOWN AS:

LOT 3 AND LOT 4, BLOCK 1, MOSES TOWNSEND ADDITION
An addition to the City of Lake Worth, Tarrant County, Texas and do hereby dedicate to the public use forever the easements and rights-of-way as shown hereon.

Executed this the _____ day of _____, 2018.

By: _____
Bassim Abifaraj

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Bassim Abifaraj, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office this ____ day of _____, 2018.

Notary Public in and for the State of Texas

My commission expires: _____

OWNER/APPLICANT:

BASSIM ABIFARAJ
1501 DREAM DUST CT.
KELLER, TX. 76248
954-325-4418

This is to certify that I, Jason B. Rawlings, a Registered Professional Land Surveyor for the State of Texas, have platted the subdivision from an actual survey on the ground, and that this plat correctly represents that survey work by me and those under my supervision.

Jason B. Rawlings Date
R. P. L. S. 5665



MILLER
Surveying, Inc.

Commercial • Residential • Municipal
430 Mid Cities Blvd. 817-577-1052
Hurst, Texas 76054 TxLSF No. 10100400

MillerSurvey.net

Final Plat

LOT 3 AND LOT 4, BLOCK 1
MOSES TOWNSEND ADDITION

An addition to the City of Lake Worth, Tarrant County, Texas

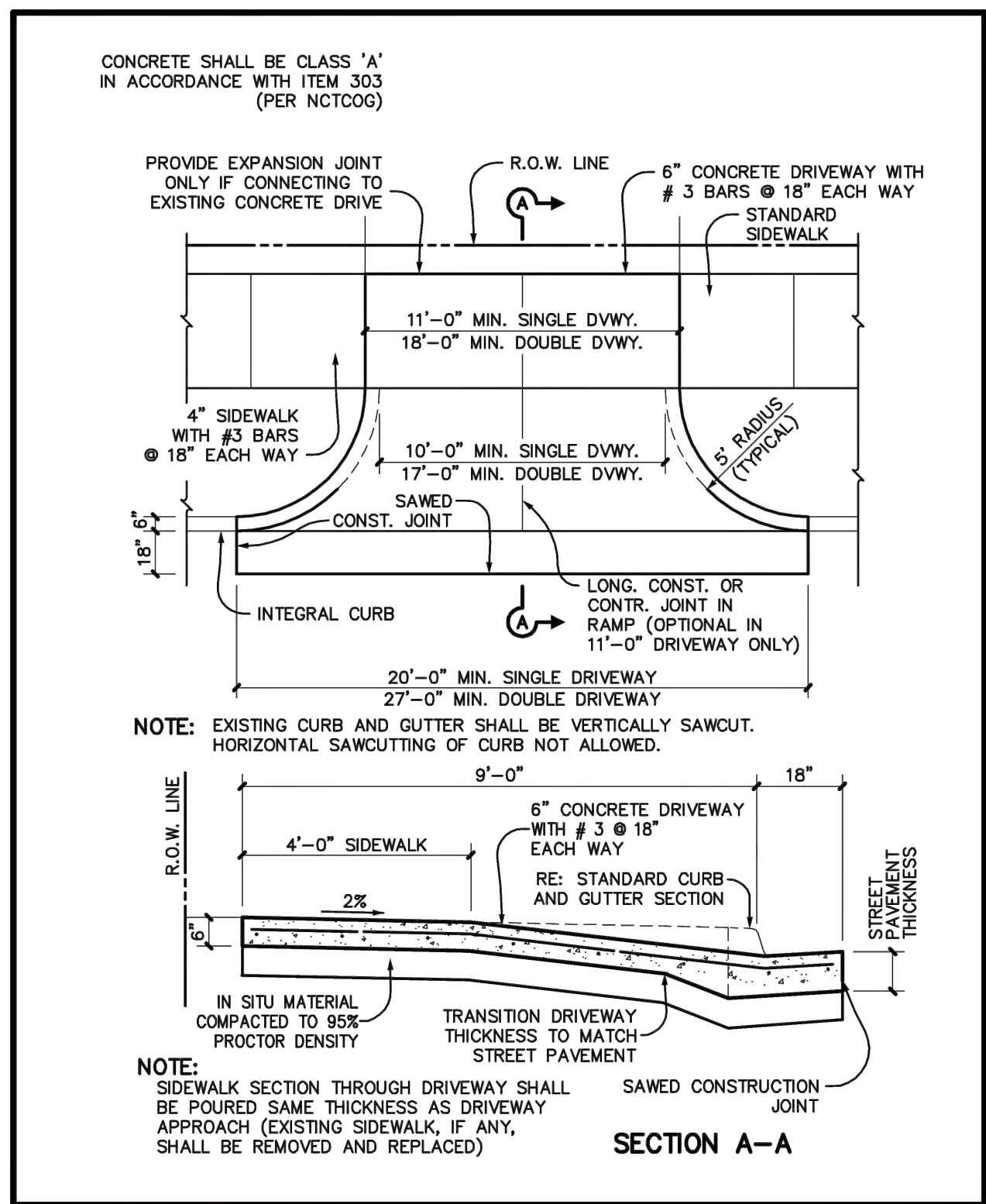
Being 0.5030 acres out of the
Moses Townsend Survey, Abstract No. 1552
City of Lake Worth, Tarrant County, Texas

Surveyed in May 2017

This plat is filed as Document No. _____ in the Plat Records of Tarrant County, Texas, Date _____

Job No. 13137 • Plot File 13137





PAVING CONSTRUCTION DETAILS
RESIDENTIAL DRIVEWAY

REVISED MAY 2006
SCALE: N.T.S.
SHEET: P-5A

CONSTRUCT:
1 L.S. - FULL DEPTH SAW-CUT ON EXISTING ASPHALT STREET
1 L.S. - CONCRETE DRIVEWAY REMOVAL AND RIGHT-OF-WAY RESTORATION
21 L.F. - CONCRETE CURB AND GUTTER
35 S.F. - ASPHALT PAVEMENT REPAIR

ALL CONSTRUCTION WORK AND TRAFFIC CONTROL MEASURES TO BE PERFORMED PER CITY STANDARDS

PROPOSED 4 INCH DIA. SDR 26 SS SERVICE • MINIMUM 2% GRADE
EX. 6" SS FL. • PROPOSED 4" SS SERVICE CONNECTION = 630.8 (+/-)
INSTALL 4 INCH CLEANOUT • CHARBONNEAU ROAD R.O.W. LINE.

EX. 1 INCH WATER METER TO REMAIN

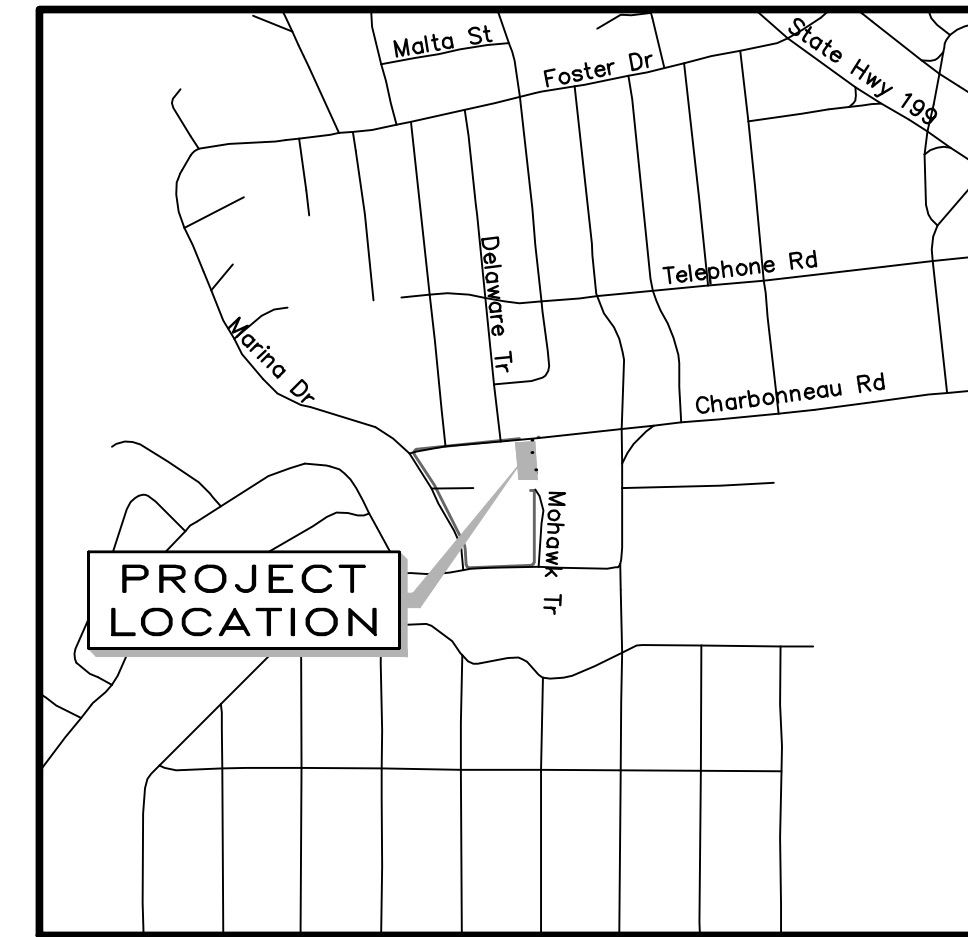
PROPOSED 1 INCH WATER SERVICE

PROPOSED 1,600 S.F. RESIDENCE
MIN.FF=638.0

PROPOSED 1,600 S.F. RESIDENCE
MIN.FF=635.0

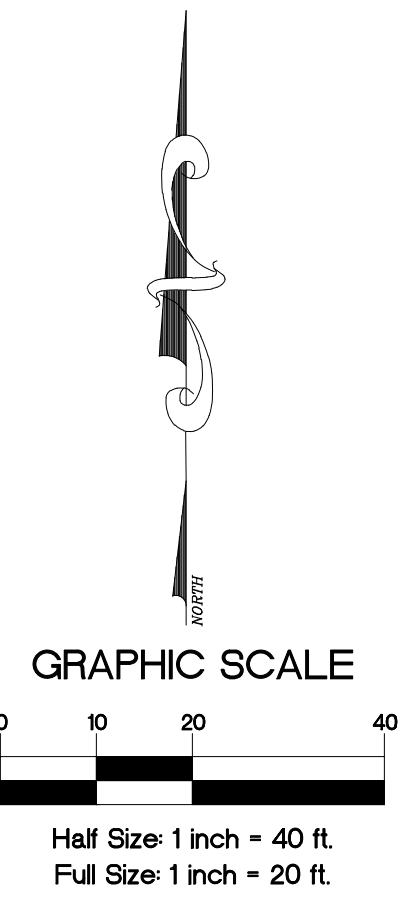
CONNECT TO EX. 4 INCH SS SERVICE AT EXISTING CLEANOUTS
WITH PROPOSED 4 INCH DIA. SDR 26 SS SERVICE • MINIMUM 2% GRADE. INSTALL 4 INCH CLEANOUT • MOHAWK TRAIL R.O.W. LINE.

PROPOSED 1 INCH WATER METER AND SERVICE.
CITY OF LAKE WORTH P.W. DEPT TO VERIFY EXACT LOCATION OF EXISTING WATER MAIN IN CITY PARK. (10' WIDE UTILITY EASEMENT ALONG MOHAWK TRAIL FRONTAGE TO BE DEDICATED BY PLAT).



LEGEND

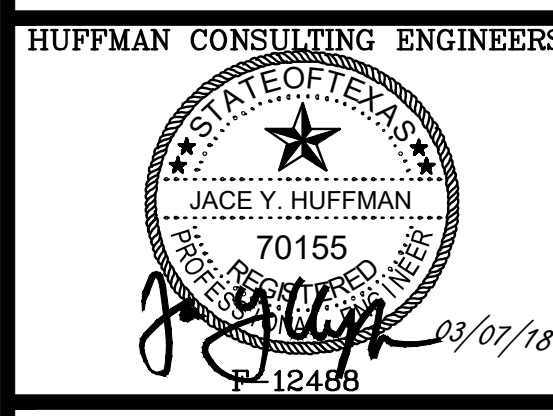
	PROPERTY CORNER - IRON ROD FOUND
	PROPERTY CORNER - IRON ROD SET
	STREET LIGHT
	TRAFFIC SIGNAL POLE
	UTILITY POLE
	GUY WIRE
	TELEPHONE MANHOLE
	GAS METER
	SIGN
	SANITARY SEWER CLEANOUT
	EXISTING / PROPOSED SANITARY SEWER MANHOLE
	GRATE INLET
	STORM SEWER MANHOLE
	EXISTING / PROPOSED FIRE HYDRANT
	WATER METER
	EXISTING / PROPOSED WATER VALVE
	CHAIN LINK FENCE
	WIRE FENCE
	WOOD FENCE
	OVERHEAD ELECTRIC LINE-EXISTING
	OVERHEAD ELECTRIC LINE-PROPOSED
	UNDERGROUND ELECTRIC LINE-EXISTING
	UNDERGROUND ELECTRIC LINE-PROPOSED
	WATER LINE-EXISTING
	WATER LINE-PROPOSED
	SANITARY SEWER LINE-EXISTING
	SANITARY SEWER LINE-PROPOSED
	NATURAL GAS LINE-EXISTING
	NATURAL GAS LINE-PROPOSED
	TELEPHONE LINE-EXISTING
	TELEPHONE LINE-PROPOSED
	SILT FENCE
	PROPOSED ASPHALT PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	PROPOSED CEMENT TREATED FLEX BASE PAVEMENT
	PROPOSED GRAVEL AREA
	PROPOSED CONCRETE SIDEWALK



HUFFMAN CONSULTING ENGINEERS
TEXAS REGISTERED ENGINEERING FIRM P-12488
6716 AZLE AVENUE
FORT WORTH, TEXAS 76155
Phone: (817) 357-5354
Fax: (817) 887-1940
Email: JHUFFMAN@H-C-ENG
PROJECT ID: ###

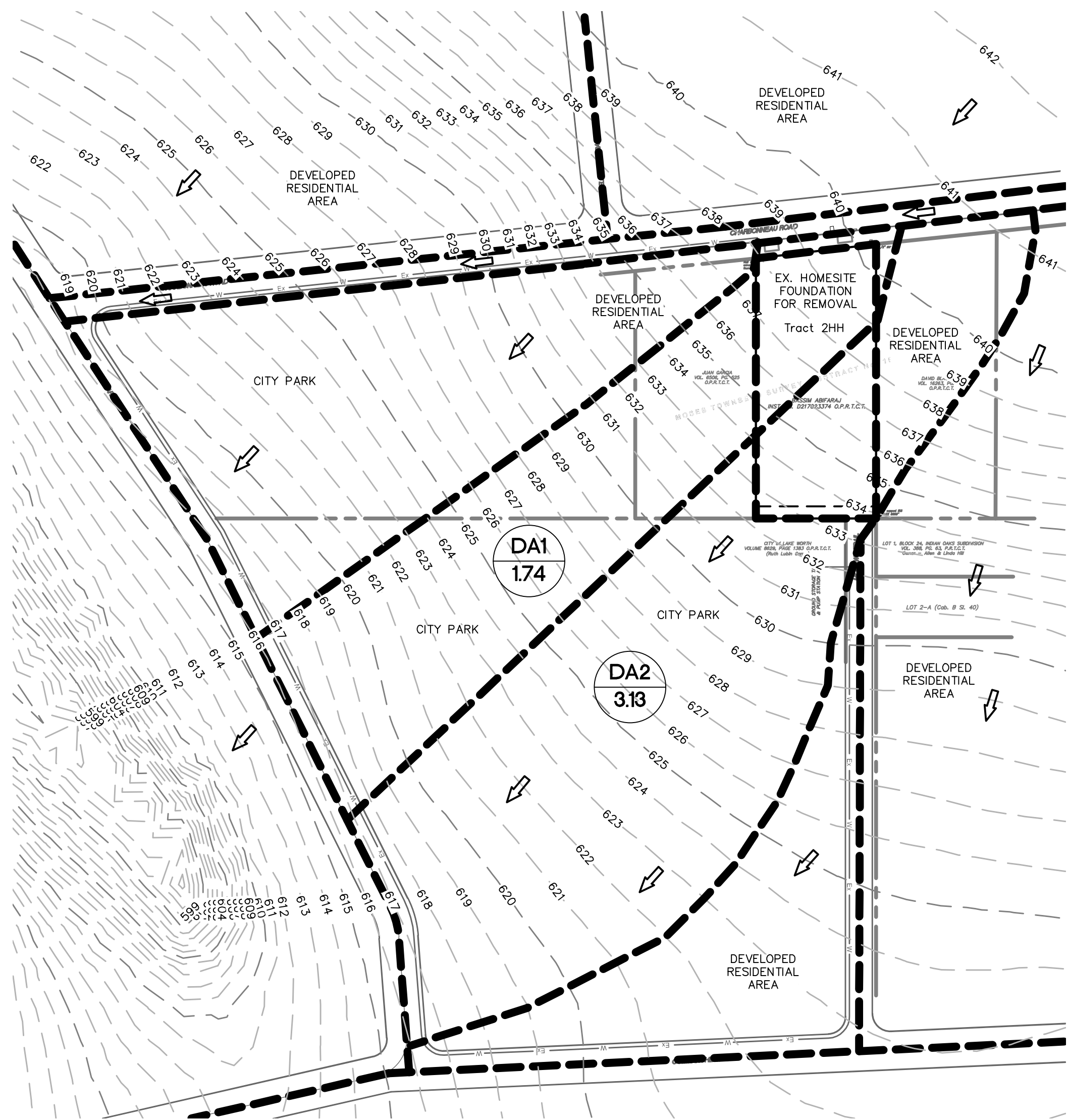
REVISIONS	NUMBER	REVISION	DATE
1	1	REVISIONS PER 180222 CITY REVIEW COMMENTS	180307
2	2		
3	3		
4	4		
5	5		
6	6		

PROPOSED IMPROVEMENTS OF
ABIFARAJ RESIDENCE
FOR
LOTS 3 AND 4, MOSES TOWNSEND ADDITION
LAKE WORTH, TEXAS



SITE PLAN

DATE	03/07/18
DESIGN BY	JYH
DRAWN BY	AMR
REVIEW BY	HCE
SHEET NO.	C1



PRE-DEVELOPED CONDITION - DRAINAGE AREA MAP

DRAINAGE CALCULATIONS										
(PRE-DEVELOPMENT)										
DRAINAGE AREA	AREA (acres)	C	Tc (min.)	I-1yr (in./hr)	I-10yr (in./hr)	I-100yr (in./hr)	Q-1yr (cfs)	Q-10yr (cfs)	Q-100yr (cfs)	COMMENTS
DA1	1.74	0.42	15	3.32	5.53	7.98	2.42	4.04	5.83	LARGE LOT RES. DEVELOPMENT + PARK AREA
DA2	3.13	0.36	15	3.32	5.53	7.98	3.74	6.23	8.99	LARGE LOT RES. DEVELOPMENT + PARK AREA
TOTAL =		4.87					6.16	10.27	14.82	

Note:

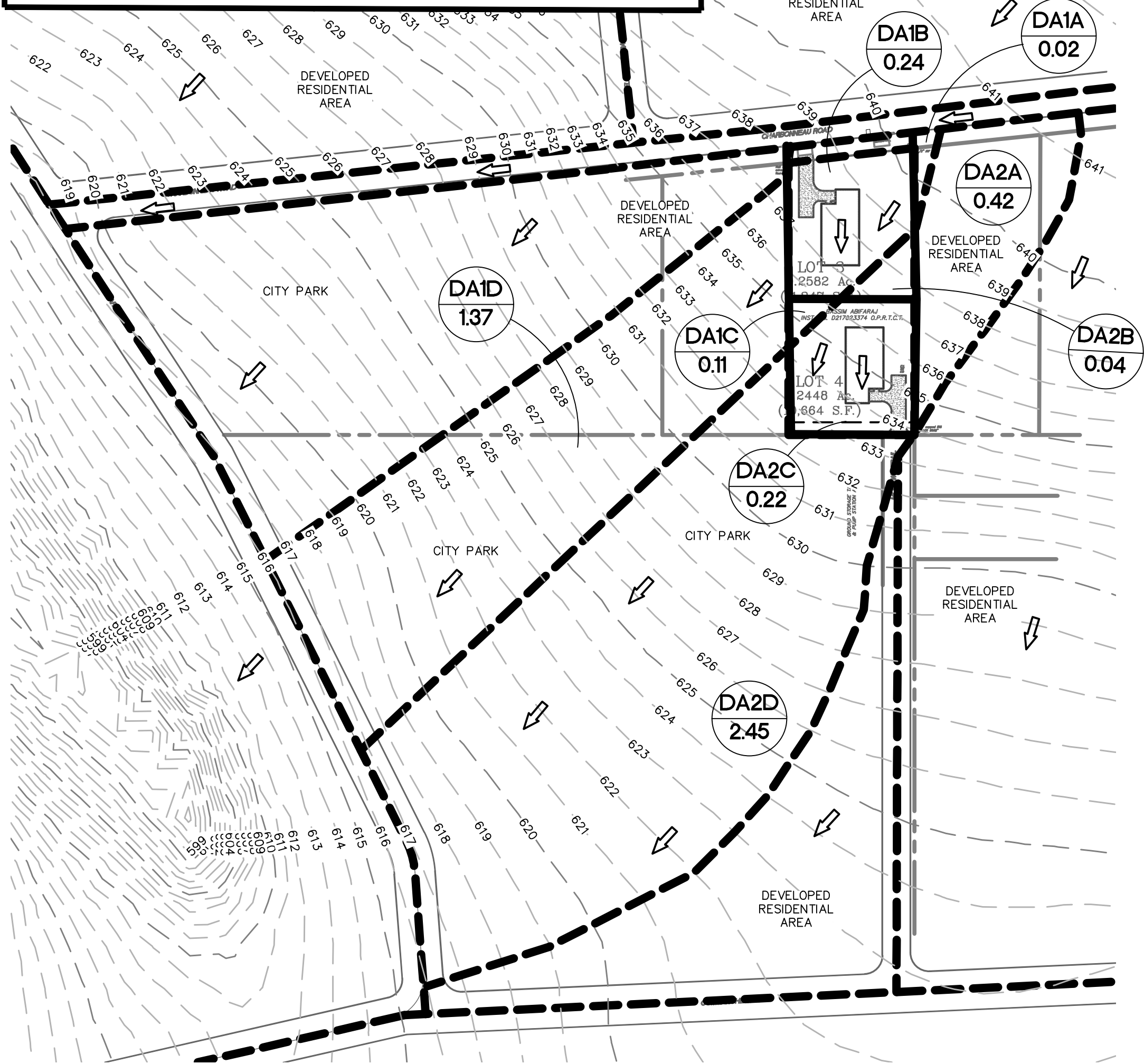
- PRE-DEVELOPMENT WEIGHTED "C" COEFFICIENT VALUE FOR DRAINAGE AREA DA1 DETERMINED FROM LAND USE TABLE - RESIDENTIAL CATEGORY (0.55) AND UNDEVELOPED PROPERTY CATEGORY (0.30).
WEIGHTED "C" = $((0.30 \times 0.90) + (0.55 \times 0.84)) / 1.74 = 0.42$
- PRE-DEVELOPMENT WEIGHTED "C" COEFFICIENT VALUE FOR DRAINAGE AREA DA2 DETERMINED FROM LAND USE TABLE - RESIDENTIAL CATEGORY (0.55) AND UNDEVELOPED PROPERTY CATEGORY (0.30).
WEIGHTED "C" = $((0.30 \times 2.38) + (0.55 \times 0.75)) / 3.13 = 0.36$

DRAINAGE CALCULATIONS										
(POST-DEVELOPMENT)										
DRAINAGE AREA	AREA (acres)	C	Tc (min.)	I-1yr (in./hr)	I-10yr (in./hr)	I-100yr (in./hr)	Q-1yr (cfs)	Q-10yr (cfs)	Q-100yr (cfs)	COMMENTS
DA1A	0.02	0.55	10	4.06	6.51	9.24	0.05	0.07	0.10	LARGE LOT RES. DEVELOPMENT
DA1B	0.24	0.55	10	4.06	6.51	9.24	0.54	0.86	1.22	PROPOSED LOT 3 HOME SITE REDEVELOPMENT
DA1C	0.11	0.55	10	4.06	6.51	9.24	0.25	0.39	0.56	PROPOSED LOT 4 HOME SITE REDEVELOPMENT
DA1D	1.37	0.41	15	3.32	5.53	7.98	1.86	3.11	4.48	LARGE LOT RES. DEVELOPMENT + PARK AREA
DA2A	0.42	0.55	10	4.06	6.51	9.24	0.94	1.50	2.13	LARGE LOT RES. DEVELOPMENT
DA2B	0.04	0.55	10	4.06	6.51	9.24	0.09	0.14	0.20	PROPOSED LOT 3 HOME SITE REDEVELOPMENT
DA2C	0.22	0.55	10	4.06	6.51	9.24	0.49	0.79	1.12	PROPOSED LOT 4 HOME SITE REDEVELOPMENT
DA2D	2.45	0.31	15	3.32	5.53	7.98	2.52	4.20	6.06	LARGE LOT RES. DEVELOPMENT + PARK AREA
TOTAL =		4.87					6.74	11.06	15.87	

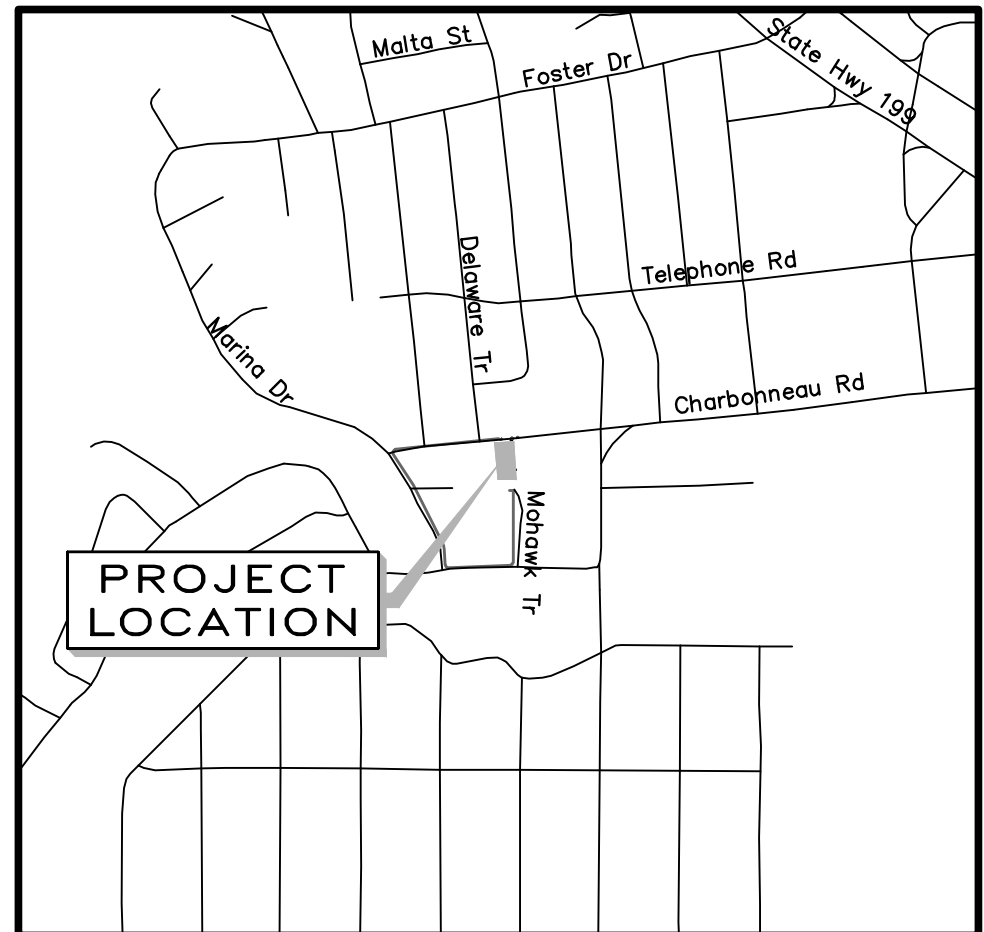
Note:

- PRE-DEVELOPMENT WEIGHTED "C" COEFFICIENT VALUE FOR DRAINAGE AREA DA1D DETERMINED FROM LAND USE TABLE - RESIDENTIAL CATEGORY (0.55) AND UNDEVELOPED PROPERTY CATEGORY (0.30).
WEIGHTED "C" = $((0.30 \times 0.90) + (0.55 \times 0.47)) / 1.37 = 0.39$
- PRE-DEVELOPMENT WEIGHTED "C" COEFFICIENT VALUE FOR DRAINAGE AREA DA2D DETERMINED FROM LAND USE TABLE - RESIDENTIAL CATEGORY (0.55) AND UNDEVELOPED PROPERTY CATEGORY (0.30).
WEIGHTED "C" = $((0.30 \times 2.38) + (0.55 \times 0.07)) / 2.45 = 0.31$

NOTE:
PROPOSED STORM WATER MANAGEMENT TO BE ACCOMPLISHED THRU USE OF EXISTING VEGETATION AND TREES AND GRADING PROCEDURES THAT ARE CONSISTENT WITH THE EXISTING TOPOGRAPHY. NO ADVERSE IMPACT WILL BE CREATED TO ADJOINING PROPERTIES.



POST-DEVELOPED CONDITION - DRAINAGE AREA MAP



VICINITY MAP
SCALE: 1" = 1000'

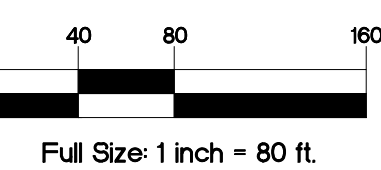
LEGEND

PROPERTY CORNER - IRON ROD FOUND	PROPERTY CORNER - IRON ROD SET
STREET LIGHT	TRAFFIC SIGNAL POLE
UTILITY POLE	GUY WIRE
TELEPHONE MANHOLE	GAS METER
SIGN	SANITARY SEWER CLEANOUT
EXISTING / PROPOSED SANITARY SEWER MANHOLE	GRATE INLET
STORM SEWER MANHOLE	EXISTING / PROPOSED FIRE HYDRANT
WATER METER	EXISTING / PROPOSED WATER VALVE
CHAIN LINK FENCE	WIRE FENCE
WOOD FENCE	OVERHEAD ELECTRIC LINE-EXISTING
OVERHEAD ELECTRIC LINE-PROPOSED	UNDERGROUND ELECTRIC LINE-EXISTING
UNDERGROUND ELECTRIC LINE-PROPOSED	WATER LINE-EXISTING
WATER LINE-PROPOSED	SANITARY SEWER LINE-EXISTING
SANITARY SEWER LINE-PROPOSED	NATURAL GAS LINE-EXISTING
NATURAL GAS LINE-PROPOSED	TELEPHONE LINE-EXISTING
TELEPHONE LINE-PROPOSED	SILT FENCE
PROPOSED ASPHALT PAVEMENT	PROPOSED CONCRETE PAVEMENT
PROPOSED CEMENT TREATED FLEX BASE PAVEMENT	PROPOSED GRAVEL AREA
PROPOSED CONCRETE SIDEWALK	

DRAINAGE LEGEND

DA1 0.78	DRAINAGE AREA NUMBER
DA1 0.78	DRAINAGE AREA SIZE (AC)
---	EXISTING DRAINAGE AREA BOUNDARY
---	PROPOSED DRAINAGE AREA BOUNDARY
→	FLOW DIRECTION

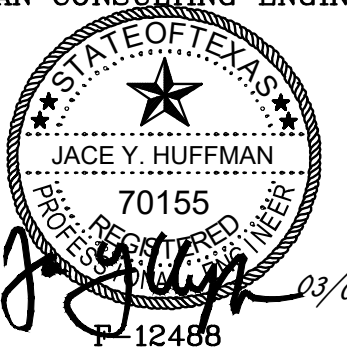
GRAPHIC SCALE



HUFFMAN CONSULTING ENGINEERS		PROJECT ID: ###	
TEXAS REGISTERED ENGINEERING FIRM P-12488		REVISIONS	
6716 AZLE AVENUE		NUMBER	
FORT WORTH, TEXAS 76155		DATE	
Phone: (817) 357-6364			
Fax: (817) 887-1940			
Email: JHUFFMAN@H-C-ENG			

PROPOSED IMPROVEMENTS OF ABIFARAJ RESIDENCE FOR LOTS 3 AND 4, MOSES TOWNSEND ADDITION LAKE WORTH, TEXAS

HUFFMAN CONSULTING ENGINEERS



DRAINAGE STUDY

DATE: 03 / 07 / 18

DESIGN BY: JYH DRAWN BY: AMR

REVIEW BY: HCE

SHEET NO. C2

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

FINAL PLAT REQUEST
PLANNING & ZONING CASE #PZ-2018-05

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 land use designation and site plan amendment. 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, April 17, 2018, at the Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider recommendations to the City Council regarding the proposed final plat being all of a 0.5030 acre tract of land legally known as Abstract 1552, Tract 2HH, Moses Townsend Survey of the records of Tarrant County, Texas. The proposed final **plat's** new legal description will be Block 1, Lot(s) 3 and 4, Moses Townsend Addition, commonly known as 7229 Charbonneau and 3612 Mohawk Trail, Lake Worth, Texas. The City Council will conduct a second Public Hearing at 6:30 p.m. on Tuesday, May 8, 2018, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider. All interested parties are encouraged to attend.

VICINITY MAP ON REVERSE

Kelly W White
7224 Charbonneau
Lake Worth, Texas 76135

Jordan Dietzel
7217 Charbonneau
Lake Worth, Texas 76135

Donald J Lovell
3613 Shawnee Trail
Lake Worth, Texas 76135

Burton G Howard
7220 Charbonneau
Lake Worth, Texas 76135

Carol Ware
3913 Lakewood Drive
Lake Worth, Texas 76135

William L Cowden Real Est LLC
5760 Popken Drive
Fort Worth, Texas 76114

Joe D Rhodes
3804 Lakewood Drive
Lake Worth, Texas 76135

David/Linda K Blackwell
7225 Charbonneau
Lake Worth, Texas 76135

Krystal Cervantes
2704 Refugio Avenue
Fort Worth, Texas 76164

Bassim Abifaraj
1501 Dream Dust Court
Keller, Texas 76248

Allen/Linda Hill
3608 Mohawk Trail
Lake Worth, Texas 76135

Juan Jamie/Dora Garcia
7301 Charbonneau
Lake Worth, Texas 76135

Rainwater Enterprises Inc.
8941 Waterchase Circle
Fort Worth, Texas 76120

Virgilio D Portales
7309 Charbonneau
Lake Worth, Texas 76135

Sean/Esmeralda Campbell
709 Schilder
Fort Worth, Texas 76114

Frances Hicks Walker
3704 Delaware Trail
Lake Worth, Texas 76135

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

Anne Mader Wright
3701 Delaware Trail
Lake Worth, Texas 76135

Gary Stum
12605 Foster Circle
Azle, Texas 76020

Alan D/Patricia S Parker
3700 Delaware Trail
Lake Worth, Texas 76135

Judy Crow
PO Box 150231
Fort Worth, Texas 76108



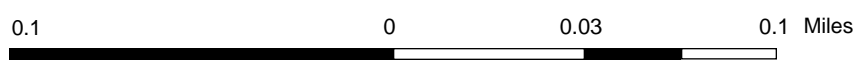
Legend

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



4/6/18 11:02 AM

1: 2,045



This 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
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 #PZ-2018-05.
- ☐ I am **AGAINST** the proposed zoning case as explained on the attached public notice for Zoning Case #PZ-2018-05.

Date, Time and Location of Planning & Zoning Commission Meeting: **Tuesday, April 17, 2018 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Date, Time and Location of City Council Meeting: **Tuesday, May 8, 2018 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Name: ALAN D. PARKER
(Please print)

Mailing Address: 3700 DELAWARE TRAIL
LAKE WORTH 76135

Block 6, Lot 15
Lake Worth Heights
Subdivision

Signature: [Signature]

Date: 4-12-2018

Property Address(s): _____

COMMENTS:

AS LONG AS DEVELOPMENT REMAINS SINGLE FAMILY
SINGLE DWELLING AS EXPLAINED

PLEASE TURN IN PUBLIC COMMENT FORM NO LATER THAN
THURSDAY, APRIL 12, 2018 @ NOON TO BE INCLUDED IN THE AGENDA PACKET

RECEIVED

APR 12 2018

**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 #PZ-2018-05.

☒ I am **AGAINST** the proposed zoning case as explained on the attached public notice for Zoning Case #PZ-2018-05.

Date, Time and Location of Planning & Zoning Commission Meeting: **Tuesday, April 17, 2018 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Date, Time and Location of City Council Meeting: **Tuesday, May 8, 2018 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Name: STEPHANIE WHITE
(Please print)

Mailing Address: 7224 Charbonneau Rd.
FT. WORTH, TX 76135

Block 6, Lot 16
Lake Worth Heights
Subdivision

Signature: Stephanie White

Date: 04-10-2018

Property Address(s): 7224 Charbonneau Rd
FT. WORTH, TX 76135

COMMENTS:

I suggest 2 lots only as to keep property
values stable. The owner of the plat
would profit at the expense of the
neighborhood with additional added lots.

PLEASE TURN IN PUBLIC COMMENT FORM NO LATER THAN
THURSDAY, APRIL 12, 2018 @ NOON TO BE INCLUDED IN THE AGENDA PACKET

RECEIVED

APR 11 2018

Sm

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. D.4

From: Suzanne Meason, Planning & Zoning Administrator

Item: Public Hearing to consider Planning & Zoning Case No. PZ-2018-06, a proposed replat being all of 3.349-acres of land known as Block 32, Lot(s) 1-4 and 9-12, Indian Oaks Subdivision of the records of Tarrant County, Texas. The proposed replat's new legal description will be Block 32, Lot(s) Lot 1R1, 1R2, 2R1, 2R2, 3R, 4R1, 4R2, 9R1, 9R2, 10R, 11R1, 11R2, 12R1, and 12R2, Indian Oaks Subdivision, which is off Shawnee Trail, Apache Trail, and Caddo Trail, Lake Worth, Texas. **(The Planning & Zoning Commission recommended approval by a vote of 5-1-1.)**

Property Description:

03.349-acres of land, located off Shawnee Trail, Apache Trail, and Caddo Trail

Property Owner(s):

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

Applicant:

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

Engineer/Surveyor:

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

Engineer: Jaime Rodriguez, JG Rodriguez Engineering, LLC, 211 Hudson Oaks Drive, Hudson Oaks, Texas 76087

Current Zoning:

"SF1" – Single Family Residential

Proposed Use(s):

"SF1" – Single Family Residential

Existing Road(s):

Shawnee Trail, Apache Trail, and Caddo Trail

Surrounding Zoning:

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

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

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

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

Agenda Item No. D.4

Summary:

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

This case was originally scheduled to be heard by the Planning and Zoning Commission in May 2017 but was withdrawn by the applicant, so he could hire a civil engineer to prepare plans to be reviewed and approved by staff. He reapplied in January 2018 to have the project move through the process.

Mr. Martinez hired a civil engineer to prepare civil construction documents for the City to review to ensure that all the lots will be developed per city standards. All utility and drainage issues have been reviewed by city staff and meet the city's requirements.

The City's minimum lot width is sixty feet (60') wide and being at least five thousand (5,000) square foot in area. All Mr. Martinez's lots meet or exceed that requirement, with his smallest lot being 8,037 square feet.

This replat is not in conformance with the Land Use Plan adopted on April 10, 2018 by City Council, however because the plat was submitted prior to the approval of the Land Use Plan, the parcel(s) have a vested right.

The replat was reviewed by city staff and the proposed lot(s) meet the city's requirements for platting. Platting is considered a ministerial duty by the governing body if it meets all requirements.

The final plat was heard by the Planning & Zoning Commission on April 17, 2018 and was recommended for approval by a vote of 5-1-1.

Public Input:

On Saturday, April 7, 2018 as required by State law, the City mailed out seventeen (17) 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, March 30, 2018. We have received the following in favor/opposition to the request:

1. FOR – No forms received.
2. AGAINST – 3 form(s) received. One (1) property owner feels like 14 dwellings will create an additional traffic hazard. One (1) property owner feels that is too many houses all together and doesn't want any commercial. One (1) property owner lists her reasons in an email.

Fiscal Impact:

Agenda Item No. D.4

N/A

Attachments:

1. Subdivision Application/Waiver of 30 Day Action Form
2. Replat Document and Civil Construction Plans
3. Public Hearing Notice
4. Public Hearing Notifications (within 200' of subject property)
5. Vicinity Map
6. Returned Public Comment Forms
7. RCC Comments

Recommended Motion or Action:

Staff's recommends approval of Agenda Item D.4 as presented.



BUILDING DEVELOPMENT SERVICES
PLANNING & ZONING DIVISION
3805 ADAM GRUBB, LAKE WORTH, TEXAS 76135
817-255-7922 OR SMEASON@LAKEWORTHTX.ORG

FOR OFFICE USE ONLY
Case No: PZ- 2018- 06
Date Submitted: 1-16-2018

APPLICATION FOR SUBDIVISION PLAT APPROVAL

(CHECK ONE)

☐ PRELIMINARY PLAT ☐ FINAL PLAT ☒ REPLAT ☐ AMENDING/CORRECTION PLAT

PROPOSED SUBDIVISION NAME BLOCK 32, LOTS 1R1, 1R2, 2R1, 2R2, 3R, 4R1, 4R2, 9R1, 9R2, 10R, 11R1, 11R2, 12R1, 12R2, INDIAN OAKS SUBDIVISION

CURRENT ZONING CLASSIFICATION SF-1 SINGLE FAMILY RESIDENTIAL

CURRENT LEGAL DESCRIPTION BLOCK 32, LOTS 1-4 AND 9-12, INDIAN OAKS SUBDIVISION

TOTAL ACRES 3.349 # OF LOTS 14 PROPOSED USE SINGLE FAMILY RESIDENTIAL

APPLICANT/DEVELOPER INFORMATION

NAME FRANCISCO RUBEN MARTINEZ & ARIADNA SALAS

ADDRESS 2924 CADD O TRAIL CITY LAKE WORTH

STATE TEXAS ZIP 76135 EMAIL RUBENMARTINEZ7@AOL.COM

PHONE 817-422-4006 FAX N/A

PROPERTY OWNER INFORMATION

NAME FRANCISCO RUBEN MARTINEZ & ARIADNA SALAS

ADDRESS 2924 CADD O TRAIL CITY LAKE WORTH

STATE TEXAS ZIP 76135 EMAIL RUBENMARTINEZ7@AOL.COM

PHONE 817-422-4006 FAX N/A

SURVEYOR/ARCHITECT/ENGINEER INFORMATION

NAME JGR RIDRIGUEZ ENGINEERING, LLC

ADDRESS 211 HUDSON OAKS DRIVE CITY HUDSON OAKS

STATE TEXAS ZIP 76087 EMAIL JAIME@JGRODRIGUEZENG.COM

PHONE 575-642-1331 FAX N/A

I hereby certify that I am the owner of the property described above and further certify that the information provided on this development application is true and correct. I further understand that the public hearing for this project will not be scheduled until the application fee(s) have been paid and the plans have been reviewed and accepted by City staff. IF APPLICATION IS SIGNED BY SOMEONE OTHER THAN THE OWNER, THEN AN OWNER AUTHORIZATION FORM MUST BE COMPLETED AND TURNED IN WITH APPLICATION.


SIGNATURE OF OWNER, AGENT, OR APPLICANT

01-16-2018
DATE

GENERAL INFORMATION

A plat is intended to serve as the official recorded map of the property to be developed, showing thereon the boundaries, lots, public streets and easements and other significant public facilities and features which are necessary to serve the development. All plats shall conform to the Lake Worth Subdivision and Development Ordinance and Design Criteria and Construction Standards.

Owner signature: The plat application is required to be signed by the **current property owner**. If the property owner is not available to sign the application, then an owner authorization form (City provided) from the property owner is required to be submitted which empowers a designee to sign for the property owner.

Waiver from Section 212.009: The Texas Local Government Code requires that the municipal authority responsible for approving plats must take action on a plat within thirty (30) days of the plat application being accepted. A plat is considered approved by the municipal authority unless it is disapproved within that period. Because thirty (30) days is generally not enough time for a plat to be processed by City Staff and forwarded to the Planning and Zoning Commission and City Council for approval, a waiver of action form must be signed. **If the waiver of action form is not signed and submitted, then it is likely that the plat will be forwarded to the Planning and Zoning Commission with a staff recommendation of denial within thirty (30) days of the application being accepted. The waiver must be signed by the property owner or by the property owner's designee as noted on the owner authorization form.**

Acceptance of plat application: All plat applications will be reviewed for completeness in accordance with this checklist before they are accepted by City Staff. Failure of applicant to provide the required information constitutes grounds for refusal of plat acceptance for processing; or staff recommendation of denial when application is scheduled for consideration.

SUBMITTAL CHECKLIST

The following items must be turned in for the subdivision plat application to be accepted and processed by this department:

- ☒ SUBDIVISION PLAT APPLICATION
- ☒ OWNER AUTHORIZATION FORM (IF APPLICABLE)
- ☒ SIGNED WAIVER OF 30 DAY ACTION FORM
- ☒ APPLICATION FEE (VERIFY WITH P&Z ADMINISTRATOR)
- ☒ FOUR (4) HARD COPIES OF SUBDIVISION PLAT DOCUMENT (SIZE 24 x 36 FOLDED INTO 8½ x 11)
- ☒ ELECTRONIC VERSION (.pdf) OF THE SUBDIVISION PLAT DOCUMENT EMAILED TO SMEASON@LAKEWORTHTX.ORG
- ☒ FOUR (4) HARD COPIES OF CIVIL CONSTRUCTION PLANS (IF APPLICABLE)

OFFICE USE ONLY

Fee: 5,490.00
Date Paid: 1-16-2018
Receipt #: P18-0032
Ownership Verified:
☒ YES ☐ NO
Taxes Paid:
☒ YES ☐ NO
Liens Paid:
☒ YES ☐ NO

Public Hearing Newspaper Notice Deadline Date: 3-30-18
Public Hearing 200' Notification Deadline Date: 4-7-18
P&Z Commission Meeting Date: 4-17-18
City Council Meeting Date: 5-8-18

Plat Approval Date: _____
Plat File Date: _____
Instrument #: _____



DEVELOPMENT SERVICES
PLANNING & ZONING DIVISION
3805 ADAM GRUBB, LAKE WORTH, TEXAS 76135
817-255-7922 OR SMEASON@LAKEWORTHTX.ORG

FOR OFFICE USE ONLY
Case No: PZ-2018-01
Date Submitted: 01-16-2018
Accepted By: S. Meason

WAIVER OF 30 DAY ACTION REQUIREMENT FOR PLATTING

(CHECK ONE)

☐ PRELIMINARY PLAT ☐ FINAL PLAT ☒ REPLAT ☐ AMENDING/CORRECTION PLAT

PROPOSED SUBDIVISION NAME BLOCK 32, LOTS 1R1, 1R2, 2R1, 2R2, 3R, 4R1, 4R2, 9R1, 9R2, 10R, 11R1, 11R2, 12R1, 12R2, INDIAN OAKS SUBDIVISION

CURRENT LEGAL DESCRIPTION BLOCK 32, LOTS 1-4 AND 9-12, INDIAN OAKS SUBDIVISION

TOTAL ACRES 3.349 # OF LOTS 14 PROPOSED USE SINGLE FAMILY RESIDENTIAL

PROPERTY OWNER INFORMATION

NAME FRANCISCO RUBEN MARTINEZ & ARIADNA SALAS

ADDRESS 2924 CADDO TRAIL CITY LAKE WORTH

STATE TEXAS ZIP 76135 EMAIL RUBENMARTINEZ7@AOL.COM

PHONE 817-422-4006 FAX N/A

I hereby affirm that I am the owner or an authorized representative of the owner of the property described above which is being submitted for the platting process and I hereby waive my right to have action taken on my plat within the thirty (30) day period as required by section 212.009 of Texas Local Government Code.

IF APPLICATION IS SIGNED BY SOMEONE OTHER THAN THE OWNER, THEN AN OWNER AUTHORIZATION FORM MUST BE COMPLETED AND TURNED IN WITH APPLICATION.


SIGNATURE OF OWNER, AGENT, OR APPLICANT

01-16-2018
DATE

CONSTRUCTION PLANS

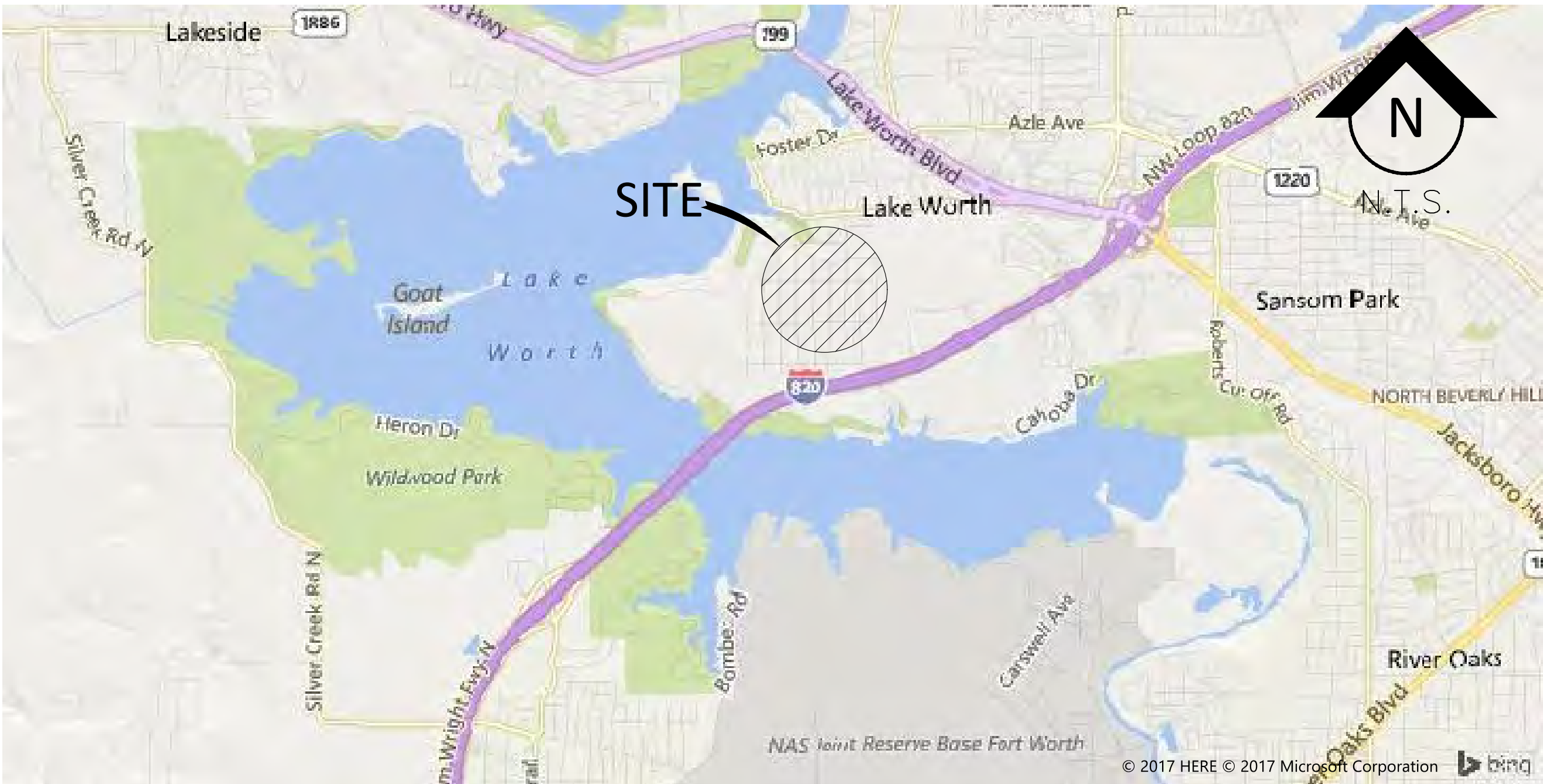
UTILITY, GRADING & DRAINAGE IMPROVEMENTS

TO SERVE:

INDIAN OAKS REPLAT

LOTS 1R1-4R2 & 9R2-12R2, BLOCK 32

LAKE WORTH, TARRANT COUNTY, TEXAS



LOCATION MAP

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
1.00	COVER SHEET
2.00	FINAL PLAT
3.00	GRADING PLAN
4.00	EXISTING DA MAP & CALCS
5.00	PROPOSED DA MAP & CALCS
6.00	WATER LAYOUT
7.00	SANITARY SEWER LAYOUT
8.00	EROSION CONTROL PLAN
9.00	CONSTRUCTION DETAILS 1 OF 3
9.01	CONSTRUCTION DETAILS 2 OF 3
9.02	CONSTRUCTION DETAILS 3 OF 3

OWNER/DEVELOPER

FRANCISCO RUBEN MARTINEZ
ARIADNA SALAS
2924 CADDO TRAIL
FORT WORTH, TX 76135

MARCH 2018

REVISION SCHEDULE	
REV. No.	DESCRIPTION

JG RODRIGUEZ
ENGINEERING
CIVIL ENGINEERING - HYDROLOGY
LLC

211 HUDSON OAKS DRIVE
HUDSON OAKS, TEXAS 76087
(817) 642-1331
TEXAS REG. FIRM # 18049

STATE OF TEXAS
JAIME G. RODRIGUEZ
117845
LICENSED PROFESSIONAL ENGINEER

Jaime G. Rodriguez
03-23-2018

USE OF THIS ELECTRONIC SEAL/SIGNATURE
AUTHORIZED BY JAIME G. RODRIGUEZ, P.E.
TEXAS LICENSE NO. 117845

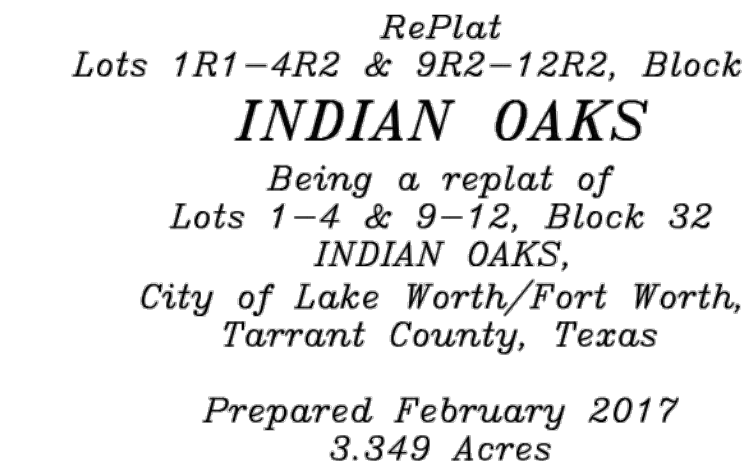
COVER SHEET

INDIAN OAKS
CITY OF LAKE WORTH
TARRANT COUNTY, TEXAS

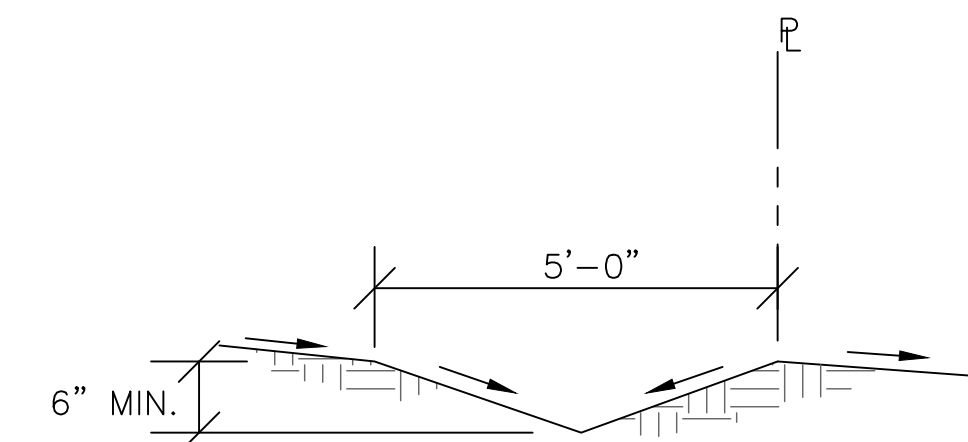
DESIGN: JGR
DRAWN: JGR
CHECKED: JGR
DATE: DECEMBER 2017




SHEET #
1.00

CLIENT #: 107 JOB #: 1711



DESIGN: JGR
DRAWN: JGR
CHECKED: JGR
DATE: DECEMBER 2017
SHEET #
2.00
CLIENT #: 107 JOB #: 1711



	PROPOSED CONTOUR
	EXISTING CONTOUR
	FLOW DIRECTION ARROW

- 1) MAXIMUM ALLOWABLE SLOPE IN ANY AREA SHALL BE 4:1
- 2) MINIMUM SLOPE ALONG PROPERTY LINES SHALL BE 1%.
- 3) CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE FOR EACH LOT AWAY FROM HOUSE PAD TO ROW.

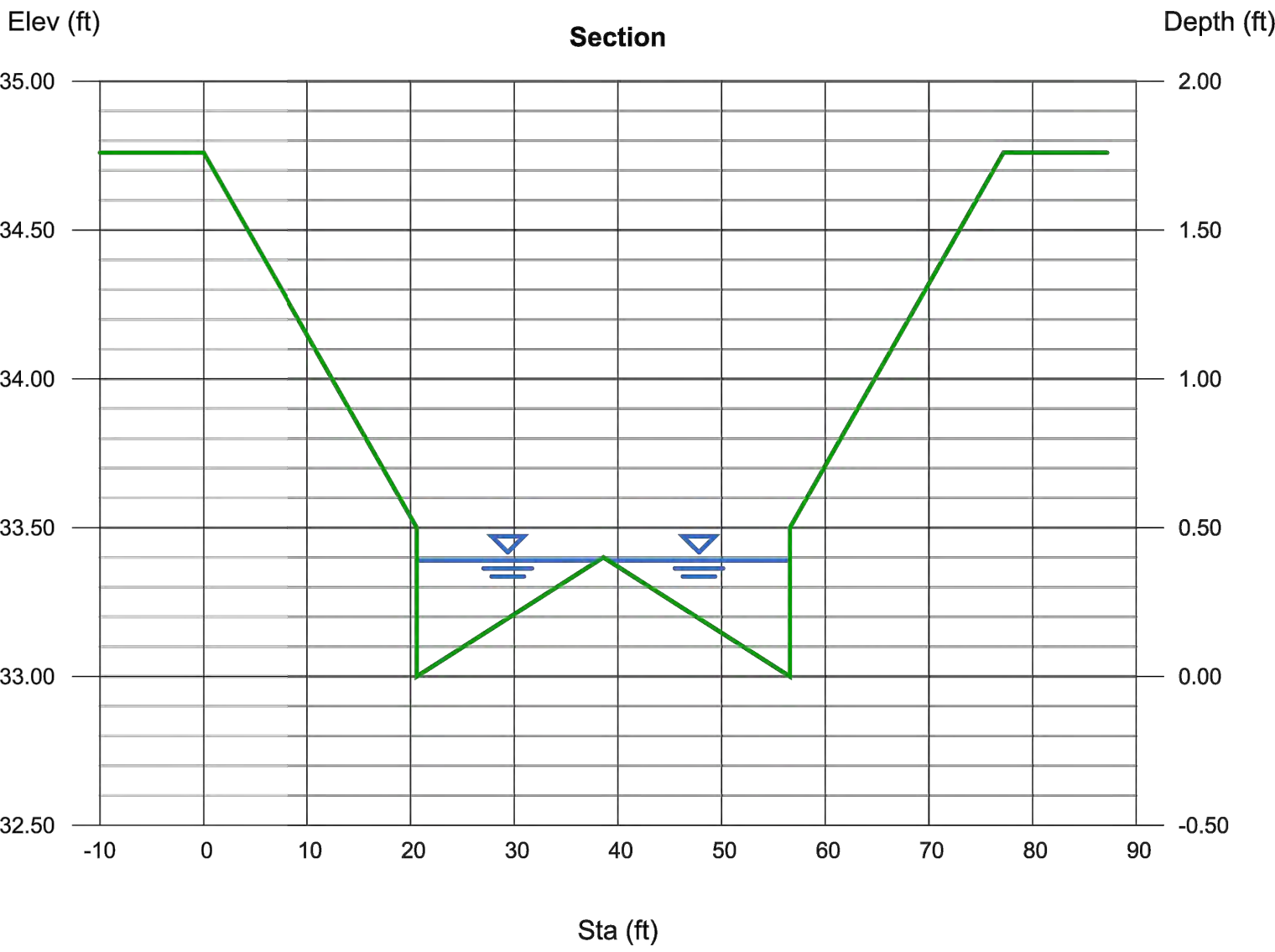


Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc. Friday, Mar 23 2018

AP-01-PRE

User-defined		Highlighted	
Invert Elev (ft)	= 633.00	Depth (ft)	= 0.39
Slope (%)	= 5.00	Q (cfs)	= 44.00
N-Value	= 0.017	Area (sqft)	= 6.84
		Velocity (ft/s)	= 6.43
Calculations		Wetted Perim (ft)	= 35.89
Compute by:	Known Q	Crit Depth, Yc (ft)	= 0.57
Known Q (cfs)	= 44.00	Top Width (ft)	= 35.10
		EGL (ft)	= 1.03
(Sta, El, n)-(Sta, El, n)...			
(0.00, 634.76)-(20.60, 633.50, 0.017)-(20.60, 633.00, 0.017)-(38.60, 633.40, 0.017)-(56.60, 633.00, 0.017)-(56.60, 633.50, 0.017)-(77.20, 634.76, 0.017)			



DRAINAGE CALCULATIONS					
DRAINAGE AREA	AREA, AC	LAND USE COEFF	TIME OF CONC., MIN	INTENSITY, IN/HR	100 YR PEAK FLOW, Q, CFS
1	4.90	0.30	15	9.60	14.1
2	2.04	0.30	15	9.60	5.9
3	5.65	0.55	15	9.60	29.8

PRE-DEVELOPMENT				
ANALYSIS POINT	CONTRIBUTING DRAINAGE AREAS	100 YR PEAK FLOW, Q, CFS	FLOW DEPTH, FT	DESC
AP-01	1, 3	44	0.39	SHAWNEE TRAIL
AP-02	2	6	0.28	APACHE TRAIL

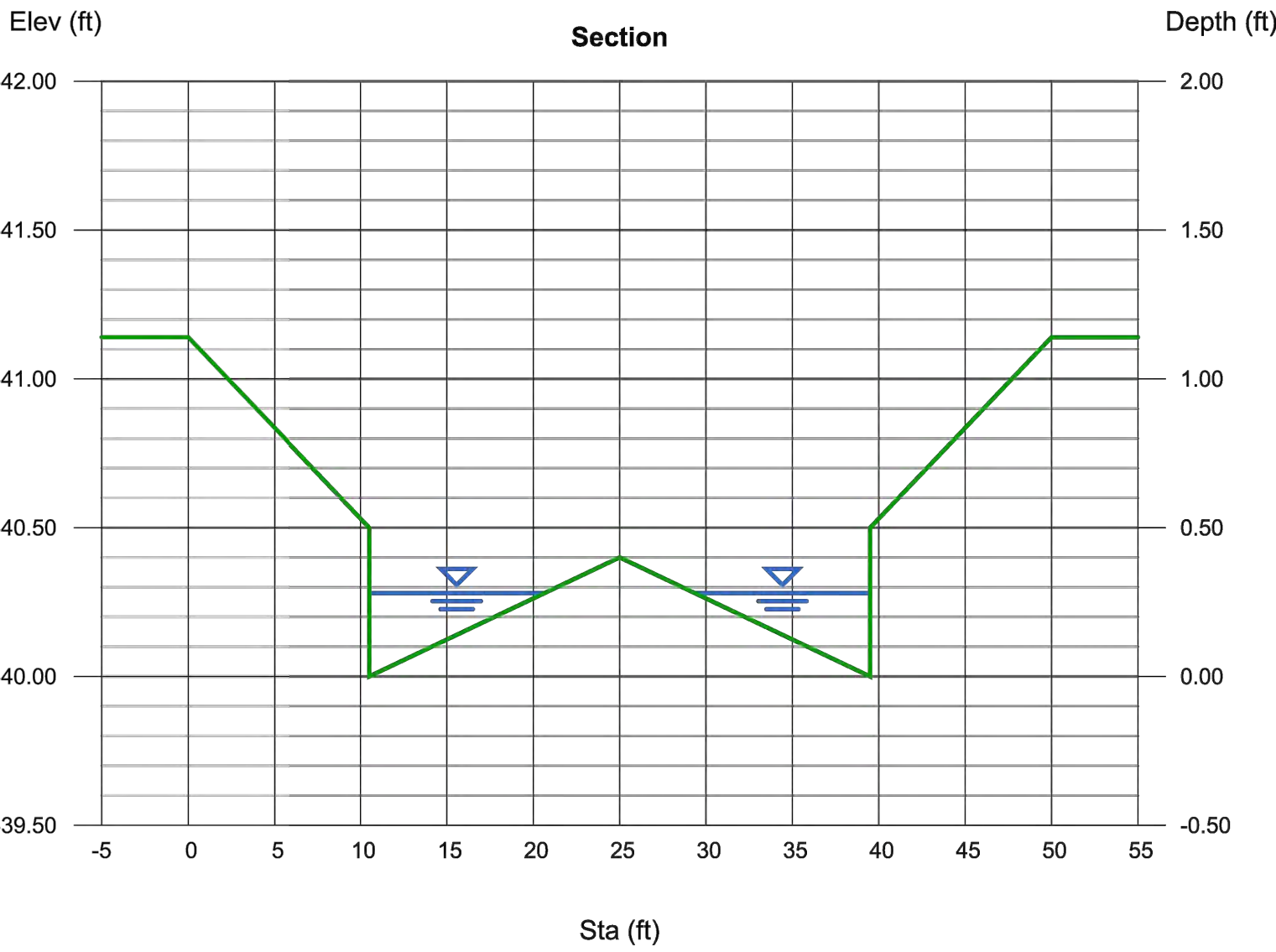
POST-DEVELOPMENT				
ANALYSIS POINT	CONTRIBUTING DRAINAGE AREAS	100 YR PEAK FLOW, Q, CFS	FLOW DEPTH, FT	DESC
AP-01	1, 3	56	0.43	SHAWNEE TRAIL
AP-02	2	11	0.34	APACHE TRAIL

Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc. Friday, Mar 23 2018

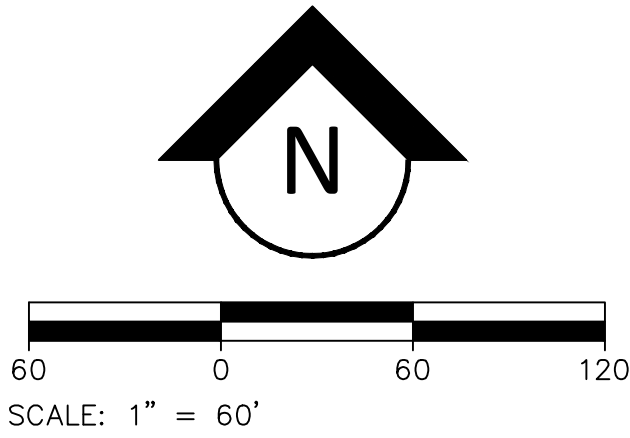
AP-02-PRE

User-defined		Highlighted	
Invert Elev (ft)	= 640.00	Depth (ft)	= 0.28
Slope (%)	= 1.00	Q (cfs)	= 6.000
N-Value	= 0.017	Area (sqft)	= 2.84
		Velocity (ft/s)	= 2.11
Calculations		Wetted Perim (ft)	= 20.87
Compute by:	Known Q	Crit Depth, Yc (ft)	= 0.28
Known Q (cfs)	= 6.00	Top Width (ft)	= 20.30
		EGL (ft)	= 0.35
(Sta, El, n)-(Sta, El, n)...			
(0.00, 641.14)-(10.50, 640.50, 0.017)-(10.50, 640.00, 0.017)-(25.00, 640.40, 0.017)-(39.50, 640.00, 0.017)-(39.50, 640.50, 0.017)-(50.00, 641.14, 0.017)			



LEGEND	
DA # X.XX AC	DRAINAGE AREA LABEL
###	PROPOSED CONTOUR
###	EXISTING CONTOUR
■ ■ ■ ■	DRAINAGE AREA BOUNDARY
➔	FLOW DIRECTION ARROW

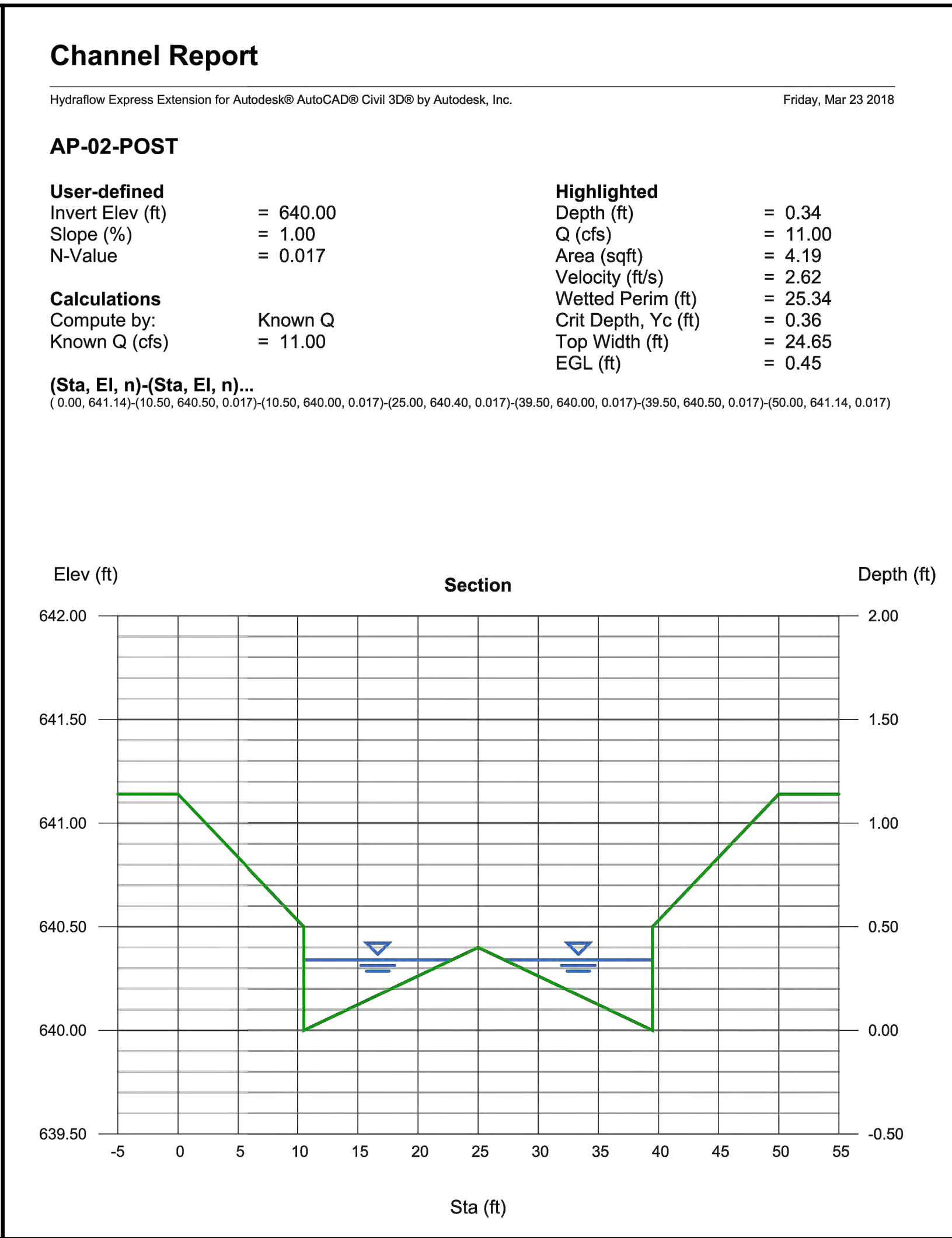
*** NOTICE ***
IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL EXISTING UNDERGROUND UTILITIES IN THE AREA PRIOR TO CONSTRUCTION ACTIVITIES. CALL BEFORE YOU DIG (811) PRIOR TO CONSTRUCTION. IF CONFLICTS ARE PRESENT BETWEEN EXISTING UTILITIES AND PROPOSED IMPROVEMENTS AS SHOWN, PLEASE NOTIFY ENGINEER.
*** NOTICE ***
ALL GRADING AND EARTHWORK ACTIVITIES SHALL COMPLY WITH THE REQUIREMENTS & RECOMMENDATIONS PROVIDED IN THE GEOTECHNICAL REPORT.



JG RODRIGUEZ ENGINEERING LLC
CIVIL ENGINEERING - HYDROLOGY
211 HUDSON OAKS DRIVE
HUDSON OAKS, TEXAS 76087
(575) 642-1331
TEXAS REG. FIRM # 18049

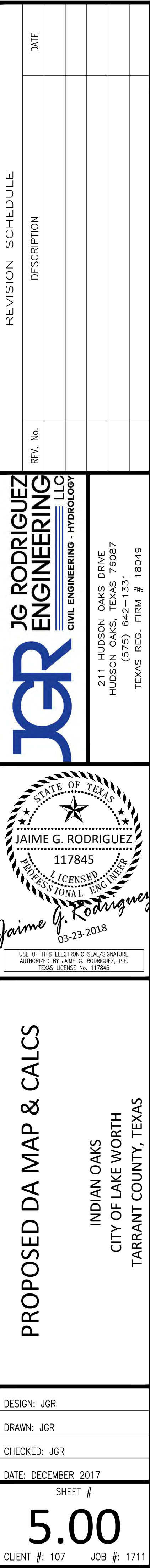
STATE OF TEXAS
JAIME G. RODRIGUEZ
117845
LICENSED PROFESSIONAL ENGINEER
03-23-2018
USE OF THIS ELECTRONIC SEAL/SIGNATURE AUTHORIZED BY JAIME G. RODRIGUEZ, P.E. TEXAS LICENSE No. 117845

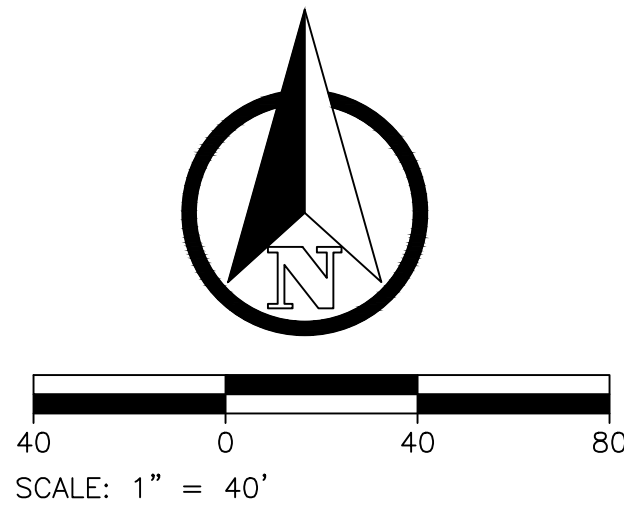
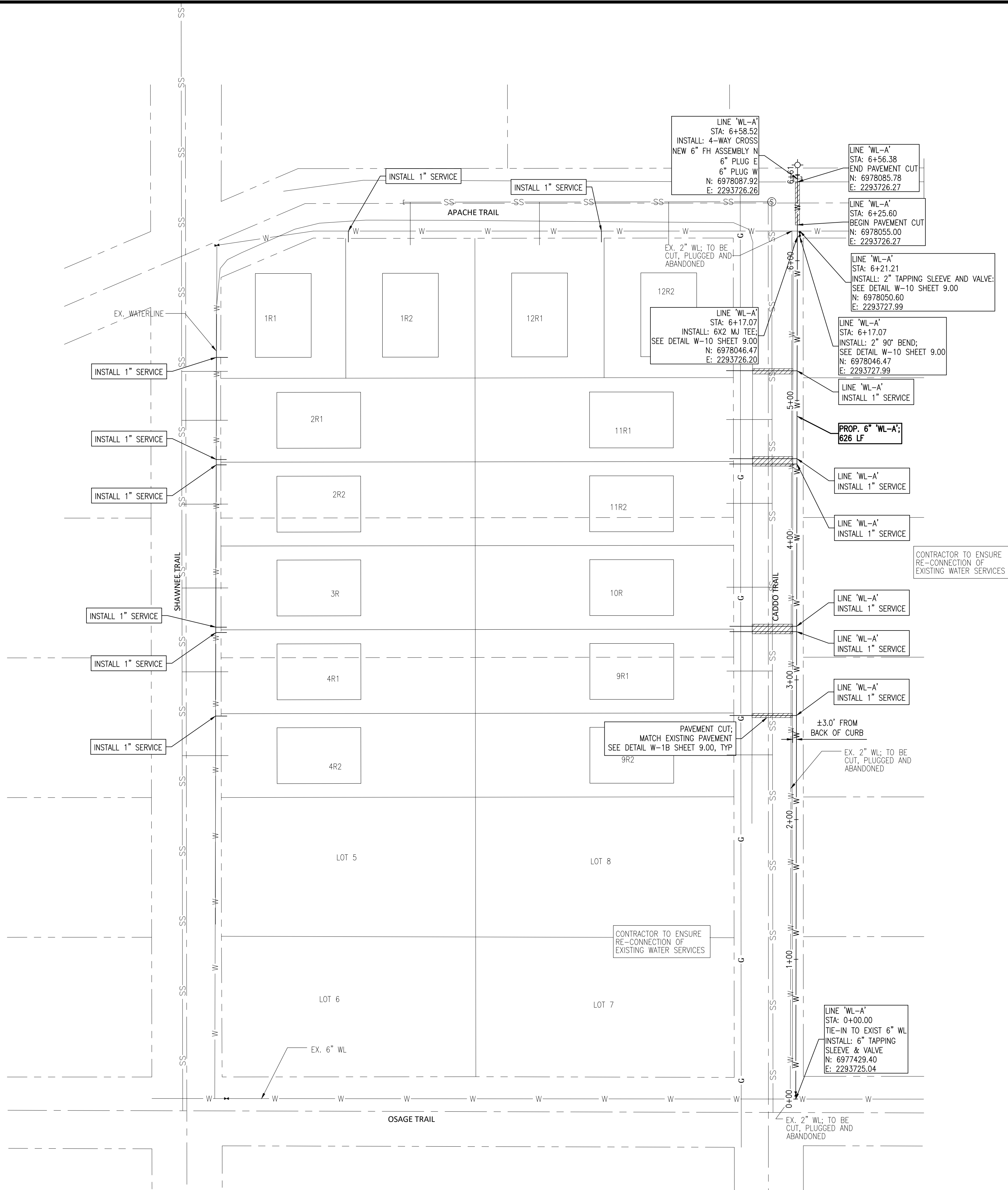
EXISTING DA MAP & CALCS
INDIAN OAKS
CITY OF LAKE WORTH
TARRANT COUNTY, TEXAS



POST-DEVELOPMENT				
ANALYSIS POINT	CONTRIBUTING DRAINAGE AREAS	100 YR PEAK FLOW, Q ₁₀₀ CFS	FLOW DEPTH, FT	DESC
AP-01	1, 3	56	0.43	SHAWNEE TRAIL
AP-02	2	11	0.34	APACHE TRAIL

<p style="text-align: center;">*** NOTICE ***</p> <p>IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL EXISTING UNDERGROUND UTILITIES IN THE AREA PRIOR TO CONSTRUCTION ACTIVITIES. CALL BEFORE YOU DIG (811) PRIOR TO CONSTRUCTION. IF CONFLICTS ARE PRESENT BETWEEN EXISTING UTILITIES AND PROPOSED IMPROVEMENTS AS SHOWN, PLEASE NOTIFY ENGINEER.</p>
<p style="text-align: center;">*** NOTICE ***</p> <p>ALL GRADING AND EARTHWORK ACTIVITIES SHALL COMPLY WITH THE REQUIREMENTS & RECOMMENDATIONS PROVIDED IN THE GEOTECHNICAL REPORT.</p>





- GENERAL NOTES:
- EXISTING WATER SERVICE CONNECTIONS IN CADDO TRAIL SHALL BE RE-CONNECTED TO PROPOSED 6" WATER LINE.
 - MAIN SHALL BE CLASS 150, DR 18.
 - REFER TO CONSTRUCTION DETAIL SHEETS FOR CONSTRUCTION DETAILS AND ADDITIONAL GENERAL NOTES.
 - OPEN TRENCH PAVEMENT REPAIR SHALL MATCH EXISTING PAVEMENT CROSS-SECTION, SEE DETAIL W-1A & W-1B SHEET 9.00.
 - WATER LINES SHALL MAINTAIN A MINIMUM COVER OF 42 INCHES.
 - WATER LINE CONSTRUCTION SHALL ADHERE TO CITY OF LAKE WORTH CONSTRUCTION STANDARDS AND LATEST NCTCOG SPECIFICATIONS.
 - CONTRACTOR TO FIELD VERIFY PROPOSED LOCATION OF 6" WATERLINE PRIOR TO CONSTRUCTION AND COORDINATE WITH HOMEOWNERS ON EXISTING TREE CONFLICTS.

*** NOTICE ***

IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL EXISTING UNDERGROUND UTILITIES IN THE AREA PRIOR TO CONSTRUCTION ACTIVITIES. CALL DIG-TESS (811) PRIOR TO CONSTRUCTION. IF CONFLICTS ARE PRESENT BETWEEN EXISTING UTILITIES AND PROPOSED IMPROVEMENTS AS SHOWN, PLEASE NOTIFY ENGINEER.

REVISION SCHEDULE	
REV. No.	DESCRIPTION

JG RODRIGUEZ ENGINEERING
CIVIL ENGINEERING - HYDROLOGY
JGR

211 HUDSON OAKS DRIVE
HUDSON OAKS, TEXAS 76087
(817) 642-1331
TEXAS REG. FIRM # 18049

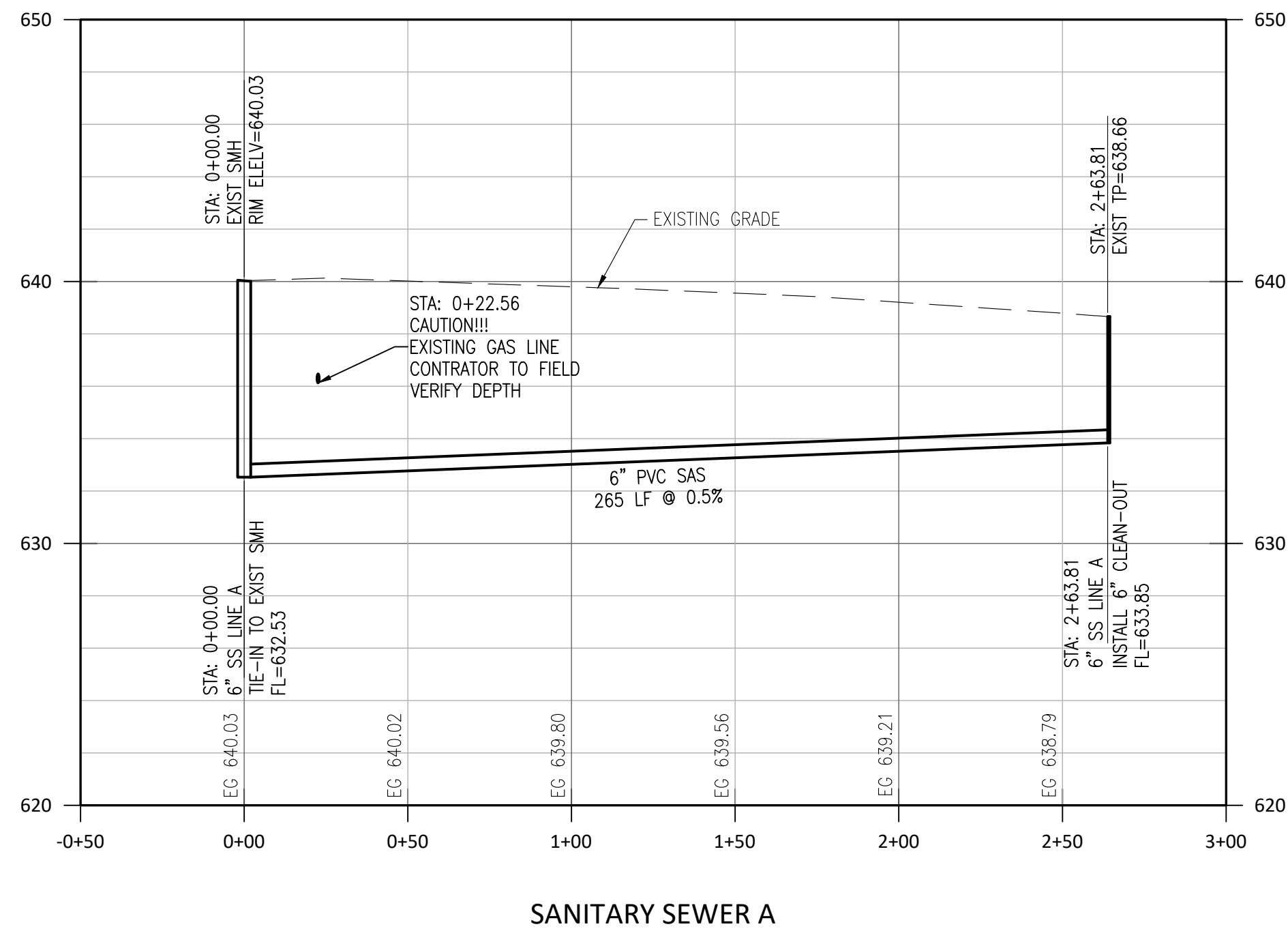
STATE OF TEXAS
JG RODRIGUEZ
117845
LICENSED PROFESSIONAL ENGINEER
Jaime G. Rodriguez
03-23-2018
USE OF THIS ELECTRONIC SEAL/SIGNATURE
AUTHORIZED BY JAIME G. RODRIGUEZ, P.E.
TEXAS LICENSE NO. 117845

WATER LAYOUT

INDIAN OAKS
CITY OF LAKE WORTH
TARRANT COUNTY, TEXAS

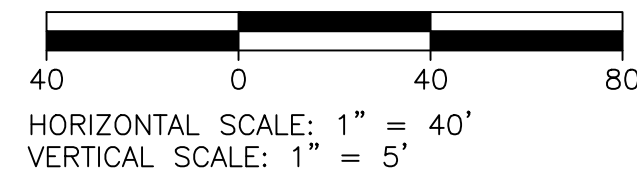
DESIGN: JGR
DRAWN: JGR
CHECKED: JGR
DATE: DECEMBER 2017

SHEET #
6.00
CLIENT #: 107 JOB #: 1711




1. REFER TO CONSTRUCTION DETAIL SHEETS FOR CONSTRUCTION DETAILS AND ADDITIONAL GENERAL NOTES.
2. OPEN TRENCH PAVEMENT REPAIR SHALL MATCH EXISTING PAVEMENT CROSS-SECTION, SEE DETAIL S1-B, SHEET 9.01.
3. SANITARY SEWER LINES SHALL MAINTAIN A MINIMUM COVER OF 48 INCHES.
4. SANITARY SEWER PIPE SHALL BE TYPE SDR-35.
5. SANITARY SEWER CONSTRUCTION SHALL ADHERE TO CITY OF LAKE WORTH CONSTRUCTION STANDARDS AND LATEST NCTCOG SPECIFICATIONS.

IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL EXISTING UNDERGROUND UTILITIES IN THE AREA PRIOR TO CONSTRUCTION ACTIVITIES. CALL DIG-TESS (811) PRIOR TO CONSTRUCTION. IF CONFLICTS ARE PRESENT BETWEEN EXISTING UTILITIES AND PROPOSED IMPROVEMENTS AS SHOWN, PLEASE NOTIFY ENGINEER.




REVISION		SCHEDULE
REV. No.	DESCRIPTION	DATE



**JG RODRIGUEZ
ENGINEERING**
LLC
CIVIL ENGINEERING - HYDROLOGY

211 HUDSON OAKS DRIVE
HUDSON OAKS, TEXAS 76087
(575) 642-1331
TEXAS REG. FIRM # 18049



Jaime G. Rodriguez
03-23-2018

USE OF THIS ELECTRONIC SEAL/SIGNATURE
AUTHORIZED BY JAIME G. RODRIGUEZ, P.E.
TEXAS LICENSE NO. 117845

SANITARY SEWER LAYOUT

INDIAN OAKS
CITY OF LAKE WORTH
TARRANT COUNTY, TEXAS

DESIGN: JGR

DRAWN: JGR

CHECKED: JGR

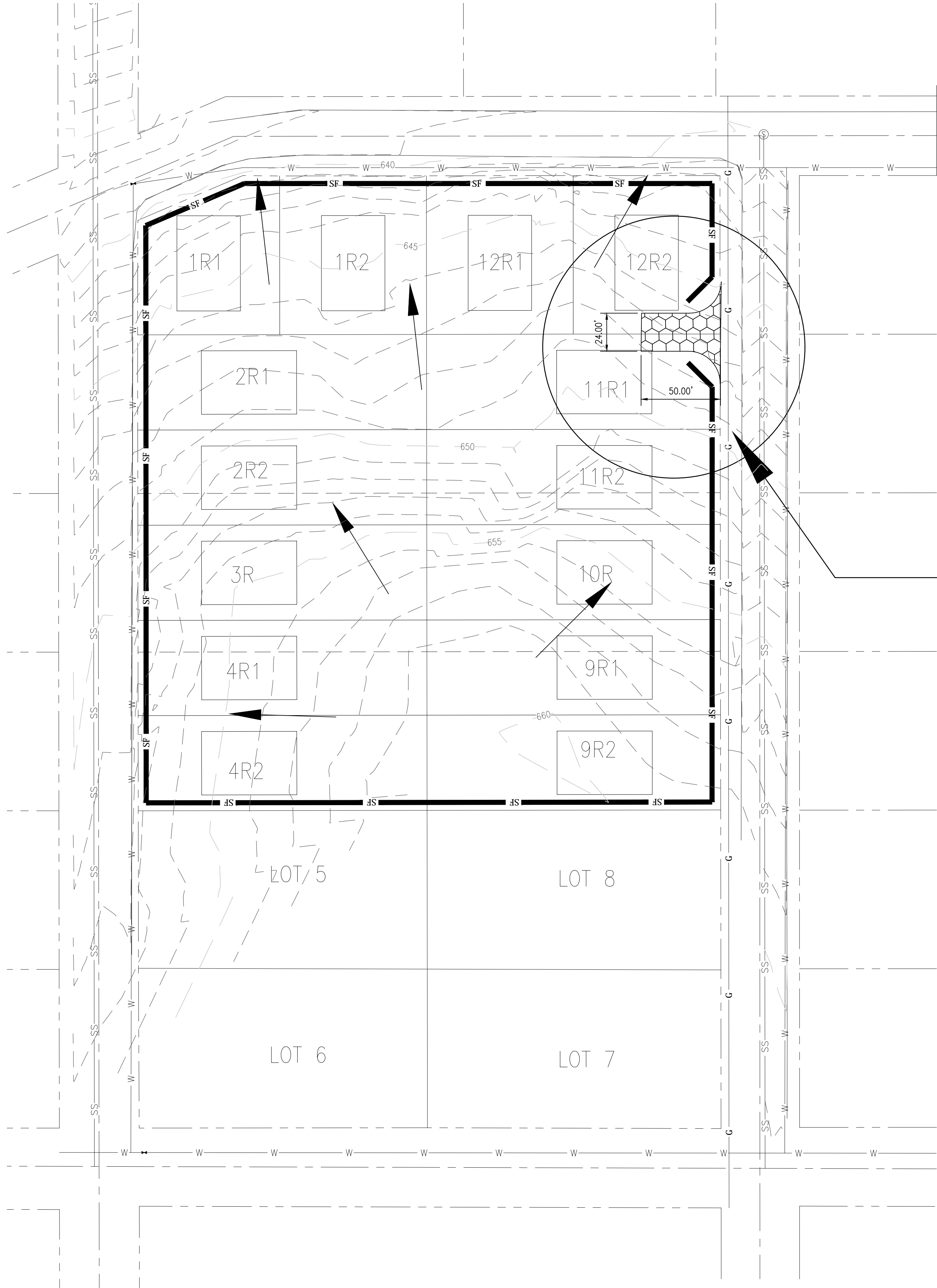
DATE: DECEMBER 2017

SHEET #

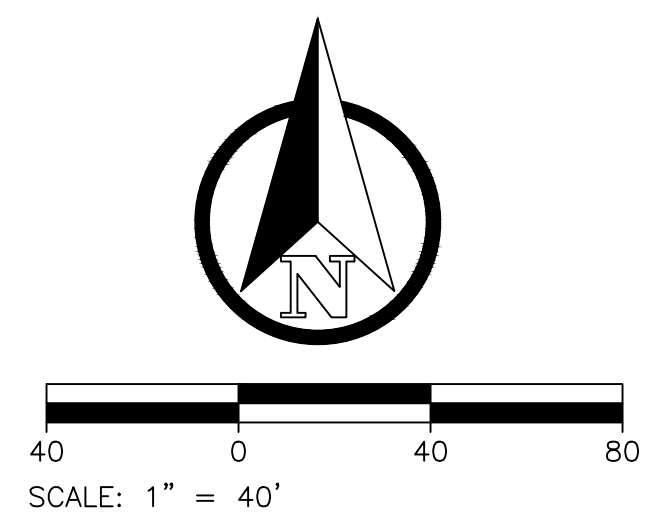
7.00

CLIENT #: 107

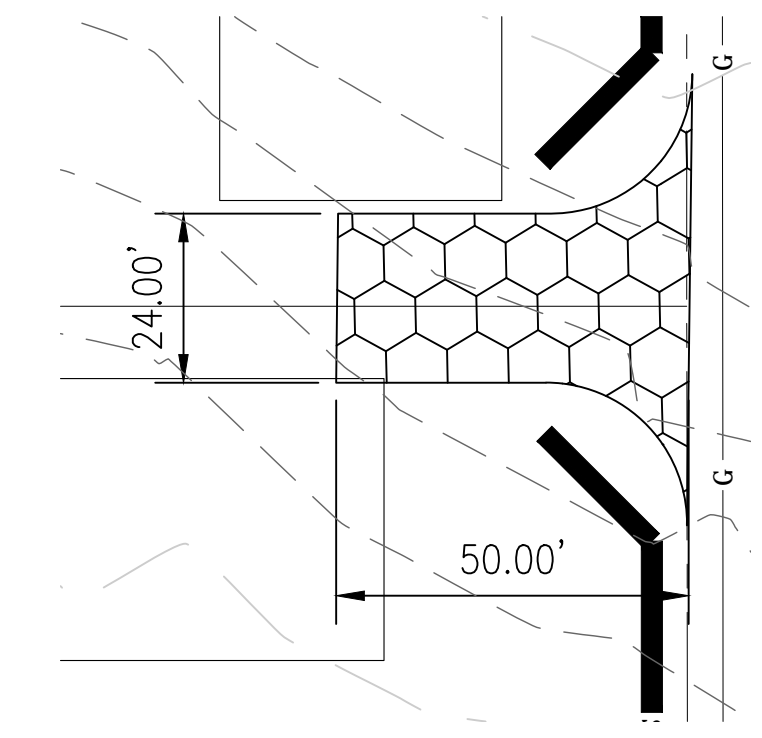
JOB #: 1711



SEE
DETAIL "A"



LEGEND	
	PROPOSED CONTOUR
	EXISTING CONTOUR
	SILT FENCE
	CONSTRUCTION ENTRANCE
	FLOW DIRECTION ARROW



DETAIL "A"
STABILIZED CONSTRUCTION ENTRANCE
N.T.S.

- GENERAL NOTES:
1. SEE SHEET 9.02 - CONSTRUCTION DETAILS 3 OF 3 FOR EROSION CONTROL DETAILS.
 2. SILT FENCE SHOWN HEREON IS LOCATED FIVE (5) FEET INSIDE THE PROPERTY LINE & AROUND THE UPSTREAM SIDE OF THE CULVERT END TREATMENTS AND SHALL BE INSTALLED PRIOR TO ANY EARTHWORK ACTIVITIES.
 3. EROSION CONTROL BMPs SHOWN HEREON SHALL BE INSTALLED IMMEDIATELY FOLLOWING GRADING ACTIVITIES IN DISTURBED AREAS.
 4. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL TCEQ PERMITS & REQUIREMENTS REGARDING EROSION CONTROL.

REVISION SCHEDULE		DATE	
DESCRIPTION			
REV. No.			

JG RODRIGUEZ
ENGINEERING
CIVIL ENGINEERING - HYDROLOGY
LLO

211 HUDSON OAKS DRIVE
HUDSON OAKS, TEXAS 76087
(817) 642-1331
TEXAS REG. FIRM # 18049

STATE OF TEXAS
JAIME G. RODRIGUEZ
117845
LICENSED PROFESSIONAL ENGINEER
Jaime G. Rodriguez
03-23-2018
USE OF THIS ELECTRONIC SEAL/SIGNATURE
AUTHORIZED BY JAIME G. RODRIGUEZ, P.E.
TEXAS LICENSE NO. 117845

EROSION CONTROL PLAN

INDIAN OAKS
CITY OF LAKE WORTH
TARRANT COUNTY, TEXAS

DESIGN: JGR
DRAWN: JGR
CHECKED: JGR
DATE: DECEMBER 2017
SHEET #

8.00
CLIENT #: 107 JOB #: 1711

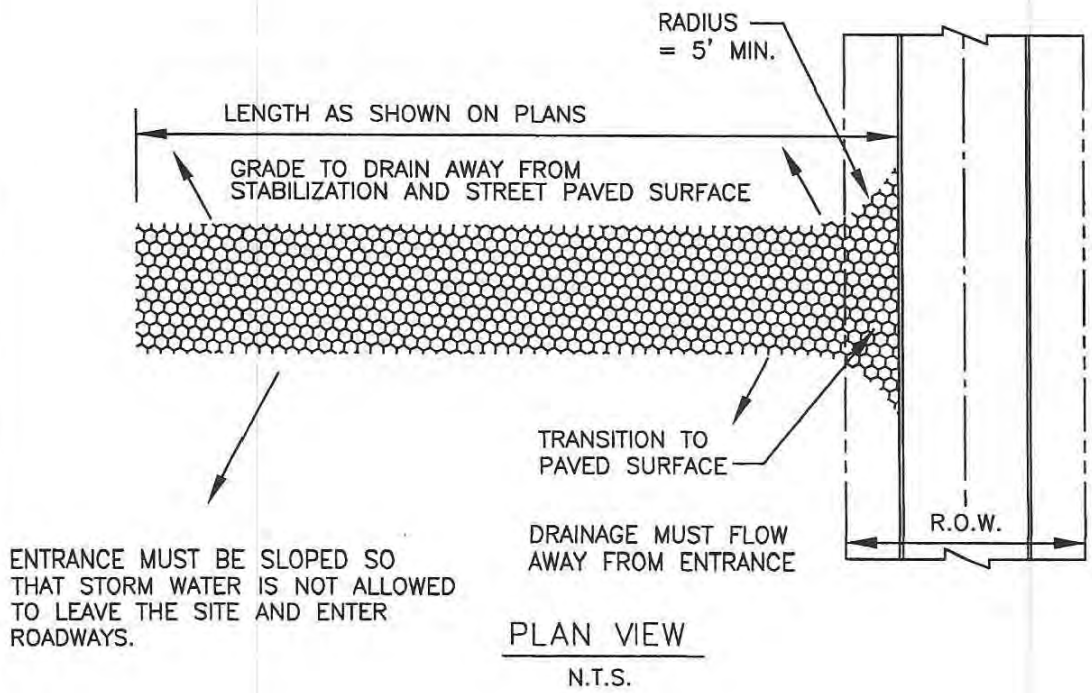
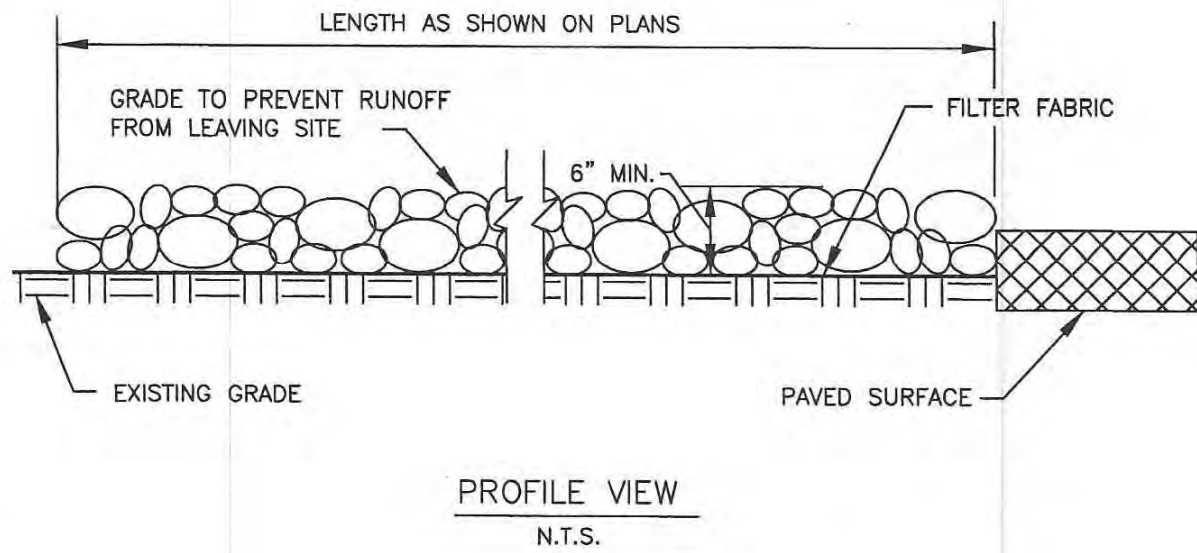
STABILIZED CONSTRUCTION ENTRANCE GENERAL NOTES:

1. STONE SHALL BE 3 TO 5 INCH DIAMETER COARSE AGGREGATE.
2. LENGTH SHALL BE AS SPECIFIED IN THE SWPPP.
3. THE THICKNESS SHALL NOT BE LESS THAN 12 INCHES.
4. THE WIDTH SHALL BE NO LESS THAN THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
5. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
6. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PAVED SURFACES MUST BE REMOVED IMMEDIATELY.
7. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
8. PREVENT SHORTCUTTING OF THE FULL LENGTH OF THE CONSTRUCTION ENTRANCE BY INSTALLING BARRIERS AS NECESSARY.
9. INSPECTION SHALL BE AS SPECIFIED IN THE SWPPP.

STABILIZED CONSTRUCTION
ENTRANCE



STANDARD SPECIFICATION REFERENCE
201.11
DATE
OCT. '04
STANDARD DRAWING NO.
1070B



STABILIZED CONSTRUCTION
ENTRANCE



STANDARD SPECIFICATION REFERENCE
201.10
DATE
OCT. '04
STANDARD DRAWING NO.
1070A

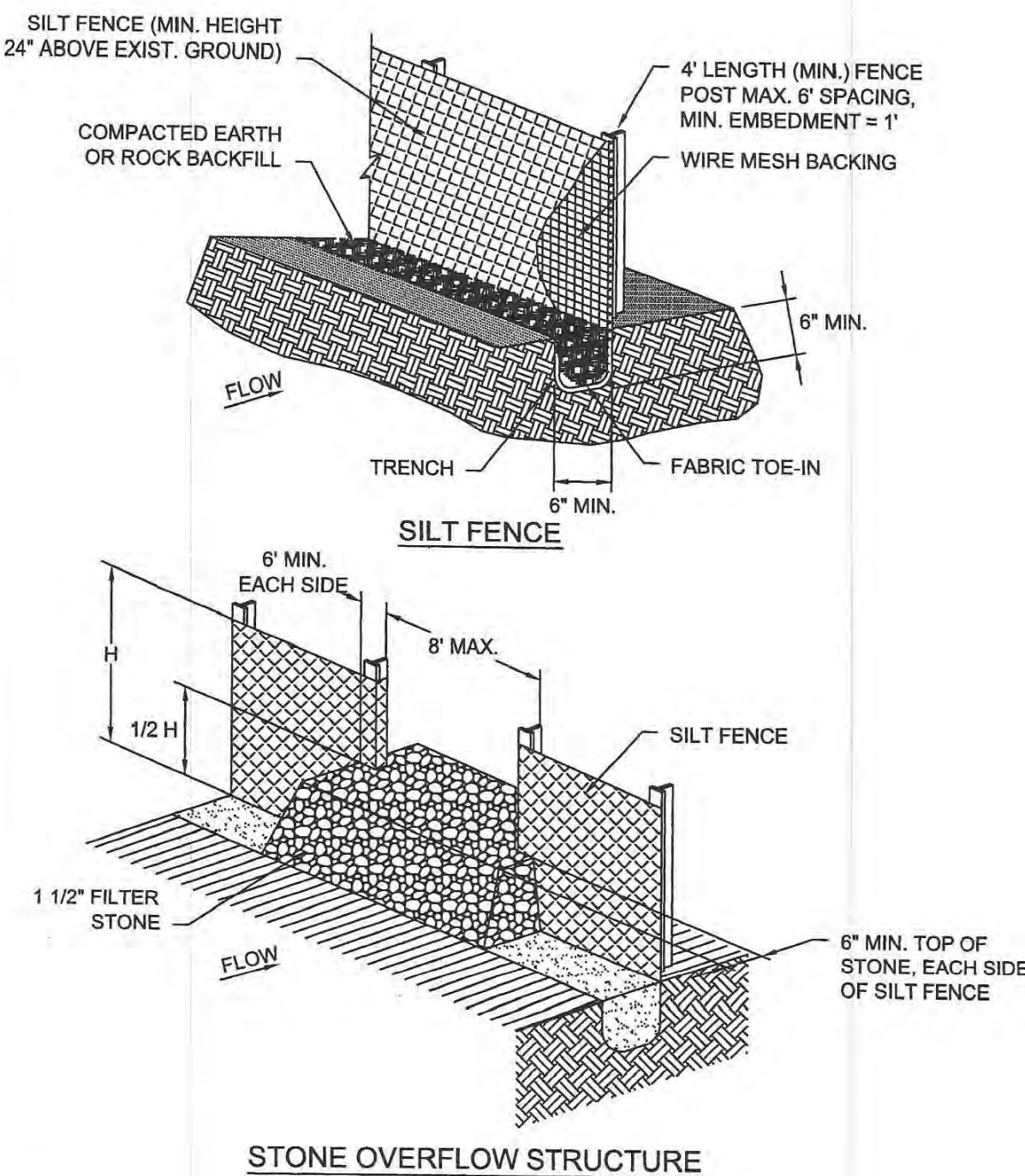
SILT FENCE GENERAL NOTES:

1. POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN (e.g. PAVEMENT), WEIGHT FABRIC FLAP WITH ROCK ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH SUPPORT POST OR TO WIRE BACKING, WHICH IN TURN IS ATTACHED TO THE FENCE POST. THERE SHALL BE A 3 FOOT OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.
5. INSPECTION SHALL BE AS SPECIFIED IN THE SWPPP. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN FINAL STABILIZATION IS ACHIEVED OR ANOTHER EROSION OR SEDIMENT CONTROL DEVICE IS EMPLOYED.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF HALF THE HEIGHT OF THE FENCE. THE SILT SHALL BE DISPOSED OF AT AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

SILT FENCE



STANDARD SPECIFICATION REFERENCE
201.5
DATE
OCT. '04
STANDARD DRAWING NO.
1020B



SILT FENCE



STANDARD SPECIFICATION REFERENCE
201.5
DATE
OCT. '04
STANDARD DRAWING NO.
1020A

CONSTRUCTION DETAILS 3 OF 3

DESIGN: JGR
DRAWN: JGR
CHECKED: JGR

DATE: DECEMBER 2017

SHEET #

9.02

CLIENT #: 107 JOB #: 1711



INDIAN OAKS
CITY OF LAKE WORTH
TARRANT COUNTY, TEXAS

JGR
JG RODRIGUEZ
ENGINEERING
CIVIL ENGINEERING - HYDROLOGY

211 HUDSON OAKS DRIVE
HUDSON OAKS, TEXAS 76087
(817) 642-1331
TEXAS REG. FIRM # 18049

REVISION SCHEDULE

DESCRIPTION

REV. No.

DATE

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

REPLAT REQUEST
PLANNING & ZONING CASE #PZ-2018-06

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 land use designation and site plan amendment. 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, April 17, 2018, at the Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider recommendations to the City Council regarding the proposed replat being all of 3.349-acres of land known as Block 32, Lot(s) 1-4 and 9-12, Indian Oaks Subdivision of the records of Tarrant County, Texas. The proposed **replat's** new legal description will be Block 32, Lot(s) Lot 1R1, 1R2, 2R1, 2R2, 3R, 4R1, 4R2, 9R1, 9R2, 10R, 11R1, 11R2, 12R1, and 12R2, Indian Oaks Subdivision, which is off Shawnee Trail, Apache Trail, and Caddo Trail, Lake Worth, Texas. The City Council will conduct a second Public Hearing at 6:30 p.m. on Tuesday, May 8, 2018, at Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider. All interested parties are encouraged to attend.

VICINITY MAP ON REVERSE

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

Rodolfo Castaneda/Claudia Luna
4736 Trail Lake Drive
Fort Worth, Texas 76133

Lenny Paul Walker
7104 Apache Trail
Lake Worth, Texas 76135

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

Robert Dale Franks
PO Box 137553
Fort Worth, Texas 76136

Cheryl Rena Hope
3300 Caddo Trail
Lake Worth, Texas 76135

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

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

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

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

Patricia Fay
7208 Apache Trail
Lake Worth, Texas 76135

Matthew Daryl Campbell
3332 Caddo Trail
Lake Worth, Texas 76135

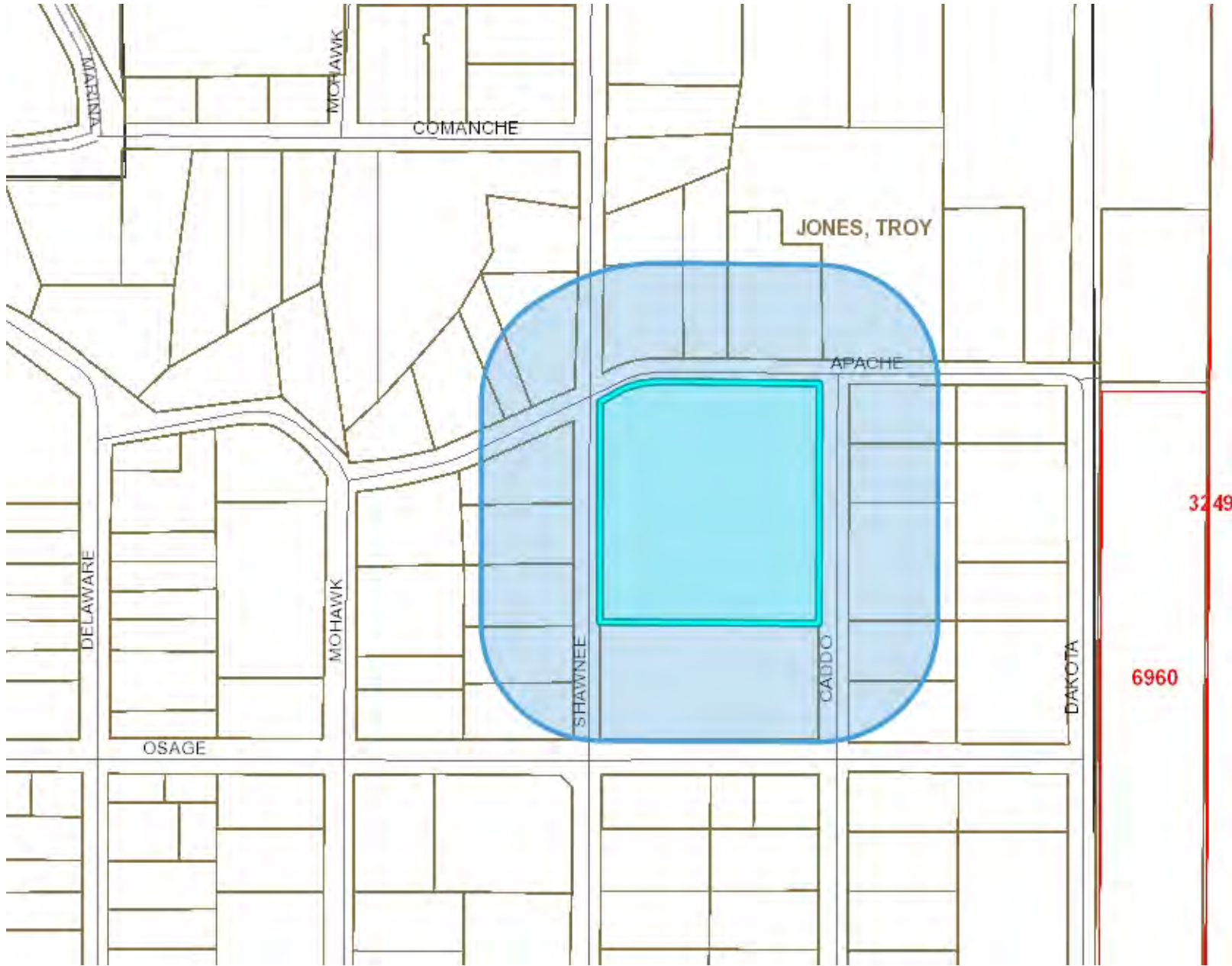
Virginia Haars
3329 Shawnee Trail
Lake Worth, Texas 76135

Lake Worth ISD
6805 Telephone Road
Lake Worth, Texas 76135

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

Donald R/Cheri D Bownds
3313 Shawnee Trail
Lake Worth, Texas 76135

Norberto Iracheta
3307 Shawnee Trail
Lake Worth, Texas 76135



Legend

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



4/7/18 2:11 PM

0.1 0 0.05 0.1 Miles



This 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

1:2,964



Suzanne Meason

From: Cheryl Hope <cherylhope@sbcglobal.net>
Sent: Tuesday, April 17, 2018 2:56 PM
To: Suzanne Meason
Subject: Case Number PZ-2018-06 Replat Request

Hi Suzanne,

Unfortunately my mother is in the hospital (doing better) and I will not be able to attend tonight's meeting.

For all the reasons mentioned in my letter from last year I still prefer there be significantly less residences built on the currently empty acreage. With that said, Mr. Martinez must have spent a mini-fortune obtaining the property and meeting the necessary requirements to have it replatted. Bottom line, it's his property. I've seen his work and expect he'll build quality homes.

I wish him all the best and will welcome all new neighbors.

Thanks,
Cheryl hope

From: Cheryl Hope <cherylhope@sbcglobal.net>
To: Suzanne Meason <smeason@lakeworthtx.org>
Sent: Tuesday, May 16, 2017 10:54 AM
Subject: Re: Case Number PS17-02 Replat Request

Thank you.

I'll plan on attending when the case is back on the agenda.
Note: agenda opened for me this time.

Cheryl

From: Suzanne Meason <smeason@lakeworthtx.org>
To: Cheryl Hope <cherylhope@sbcglobal.net>
Sent: Tuesday, May 16, 2017 10:39 AM
Subject: RE: Case Number PS17-02 Replat Request

Ms. Hope,

I will file your response. Sorry about the agenda, I got with IT and it is up again now, but just so you know, Mr. Martinez has withdrawn his application at this time. If/When he decides to reapply new notices will be sent to those property owners within the 200' foot.

Thank you,

Suzanne Meason

From: Cheryl Hope [mailto:cherylhope@sbcglobal.net]
Sent: Tuesday, May 16, 2017 9:51 AM
To: Suzanne Meason
Subject: Re: Case Number PS17-02 Replat Request

Suzanne,

This is an update to my past response. Let me know if you can't open the Word file.

I've tried several times over two days to open the agenda and keep getting; Server Error - 500.

Thanks,
Cheryl

From: Cheryl Hope <cherylhope@sbcglobal.net>
To: "smeason@lakeworthtx.org" <smeason@lakeworthtx.org>
Sent: Wednesday, April 12, 2017 1:29 PM
Subject: Case Number PS17-02 Replat Request

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

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

Comments:

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

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

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

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

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

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

Thanks for listening.

Cheryl Hope

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**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 #PZ-2018-06.
- ☒ I am **AGAINST** the proposed zoning case as explained on the attached public notice for Zoning Case #PZ-2018-06.

Date, Time and Location of Planning & Zoning Commission Meeting: **Tuesday, April 17, 2018 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Date, Time and Location of City Council Meeting: **Tuesday, May 8, 2018 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Name: Frank Roberts
(Please print)

Mailing Address: _____

Block 34, Lot 6C
Indian Oaks
Subdivision

Signature: Frank Roberts

Date: 4/12/18

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

COMMENTS:

14 + dwellings = ? Traffic Additional Hazard potential.
2 Careless (Cell phone) (1 lost control due to blind spot) drivers
in last 1/2 yr caused major damage at 7108 Apache & Shawnee side 3408.
Does all traffic from additional 14 units exit without blind spots?

PLEASE TURN IN PUBLIC COMMENT FORM NO LATER THAN
THURSDAY, APRIL 12, 2018 @ NOON TO BE INCLUDED IN THE AGENDA PACKET

RECEIVED

APR 12 2018

**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 #PZ-2018-06.
- ☒ I am **AGAINST** the proposed zoning case as explained on the attached public notice for Zoning Case #PZ-2018-06.

Date, Time and Location of Planning & Zoning Commission Meeting: **Tuesday, April 17, 2018 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Date, Time and Location of City Council Meeting: **Tuesday, May 8, 2018 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Name: Virginia HARRIS
(Please print)

Mailing Address: 3329 Shanee Trl.
Ft. Worth, Tx 76135

Block 25, Lot 9,
Indian Oaks
Subdivision

Signature: Virginia Harris

Date: 4-12-18

Property Address(s): 3329 Shanee Trl.

COMMENTS:

The map I have of that property
was laid out for 10 houses, 2 on the
end & 4 on each side.
Please, NO commercial!

PLEASE TURN IN PUBLIC COMMENT FORM NO LATER THAN
THURSDAY, APRIL 12, 2018 @ NOON TO BE INCLUDED IN THE AGENDA PACKET

RECEIVED

APR 13 2018

RCC Development Review Web Tool - Project Details and Comments

Project Details

Contact Information:

Name Suzanne Meason
Title/Position P&Z Administrator
Entity City of Lake Worth
E-mail smeason@lakeworthtx.org
Phone 817-255-7922

Project Number: 104

Parcel ID(s): 21080-32-1

Project Description: This project is a replat request to go from 8 single family residential lots to 14 single family residential lots. The lot sizes and setback conform to the City's zoning requirements. The properties fall within the APZ 1 Zone and the 70 or 75 dB noise contour.

Date Submitted: 4/12/2018 1:40:07 PM

Deadline for Comments: 4/16/2018

Comments

Name	Entity	Date	Comment
Doug Howard	City of Benbrook	4/16/2018	While non-residential land uses are the preferred uses in order to be compatible with the APZ zones, it appears that nearby land uses are also residential. Without complete redevelopment of the area, non-residential uses may not be compatible with existing residential land uses. Appropriate noise attenuation measures should be taken.

Agenda Item No. D.5

From: Suzanne Meason, Planning & Zoning Administrator

Item: Public Hearing to consider Ordinance No. 1113, Planning & Zoning Case No. PZ-2018-07, amending Ordinance No. 741, so as to change the zoning designation of an approximately 21.014-acre parcel of land, legally known as Block A, Lot 1R, Lake Worth Towne Center, Lake Worth, Tarrant County, Texas, being that all of the certain called 21.014-acre parcel of land recorded in the deed records of Tarrant County, Texas, from a zoning designation of “PC” – Planned Commercial for the use of a Walmart to a zoning designation of “PC” – Planned Commercial for the use of Retail for a Walmart Supercenter with a Fuel Station/Convenience Store, along with an amended 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 21.014-acre parcel of land located at 6360 Lake Worth Blvd., Lake Worth, Texas. **(The Planning & Zoning Commission recommended approval by a vote of 7-0.)**

Property Description:

21.014-acre parcel of land, located off Lake Worth Blvd.

Property Owner(s):

Owner: Benedict A Silverman, 300 71st Street, Suite #448, Miami Beach, Florida 33141

Tenant: Walmart Stores of Texas, LLC, PO Box 8050, Bentonville, AR 72712

Applicant:

Tenant: Walmart Stores of Texas, LLC, PO Box 8050, Bentonville, AR 72712

Engineer/Surveyor:

Engineer: Jorge Gonzalez, Bohler Engineering, 6017 Main Street, Frisco, Texas 75034

Current Zoning:

“PC” – Planned Commercial

Proposed Use(s):

“PC” – Planned Commercial for the use of Retail for a Walmart Supercenter with a Fuel Station/Convenience Store

Existing Road(s):

Lake Worth Blvd. and Paul Meador Drive

Surrounding Zoning:

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

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

Agenda Item No. D.5

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

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

Summary:

Walmart has applied for an amendment to their existing site to add a fuel station/convenience store to the property. The fuel station will be owned/operated by Walmart and will be located near Lake Worth Blvd., next to the Bank of America site.

The development plan, site plan, and civil construction plans have been reviewed and approved by city staff and are ready to be heard by the Planning and Zoning Commission for recommendation to the City Council.

The case was heard by the Planning & Zoning Commission on April 17, 2018 and was recommended for approval by a vote of 7-0.

The case was uploaded into the RCC review tool and those comments are attached for your reference.

Public Input:

On Friday, April 6, 2018 as required by State law, the City mailed out nineteen (19) 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, March 30, 2018. We have received the following in favor/opposition to the request:

1. FOR – 1 form received, no comments.
2. AGAINST – No forms received.

Fiscal Impact:

N/A

Attachments:

1. Development Application
2. Ordinance No. 1113
3. Exhibit A (exhibit to ordinance)
4. Civil Construction Plans
5. Public Hearing Notice
6. Public Hearing Notifications (within 200' of subject property)
7. Vicinity Map
8. Returned Public Comment Form(s)
9. RCC Comments

Agenda Item No. D.5

Recommended Motion or Action:

Staff's recommendation is the zoning designation, land use, development and site plan amendment are at the discretion of the City Council.



BUILDING DEVELOPMENT SERVICES
PLANNING & ZONING DIVISION
3805 ADAM GRUBB, LAKE WORTH, TEXAS 76135
817-255-7922 OR SMEASON@LAKEWORTHTX.ORG

FOR OFFICE USE ONLY
Case No: PZ-2018-07
Date Submitted: 2-14-19

APPLICATION FOR DEVELOPMENT APPROVAL

(CHECK ALL THAT APPLY)

☒ ZONING CHANGE ☒ LAND USE ☒ SITE PLAN ☐ SITE PLAN AMENDMENT

PROPERTY ADDRESS 6360 LAKE WORTH BLVD

CURRENT LEGAL DESCRIPTION LAKE WORTH TOWNE CENTER ADDN BLOCK A LOT 1R2

CURRENT ZONING CLASSIFICATION & LAND USE PC - PLANNED COMMERCIAL

PROPOSED ZONING CLASSIFICATION & LAND USE PC- PLANNED COMMERCIAL

TOTAL ACRES 21.01 (PER GIS) # OF LOTS 1

APPLICANT/DEVELOPER INFORMATION

NAME WAL-MART STORES TEXAS LLC

ADDRESS P.O. BOX 8050 CITY BENTONVILLE

STATE AR ZIP 72712-8055 EMAIL JOHN.ROGGE@WALMART.COM

PHONE (479) 204-0070 FAX _____

PROPERTY OWNER INFORMATION

NAME WAL-MART STORES TEXAS LLC

ADDRESS P.O. BOX 8050 CITY BENTONVILLE

STATE AR ZIP 72712-8055 EMAIL JOHN.ROGGE@WALMART.COM

PHONE (479) 204-0070 FAX _____

SURVEYOR/ARCHITECT/ENGINEER INFORMATION

NAME BOHLER ENGINEERING

ADDRESS 6017 MAIN ST CITY FRISCO

STATE TX ZIP 75034 EMAIL JGONZALEZ@BOHLERENG.COM

PHONE (469) 458-7300 FAX _____

I hereby certify that I am the owner of the property described above and further certify that the information provided on this development application is true and correct. I further understand that the public hearing for this project will not be scheduled until the application fee(s) have been paid and the plans have been reviewed and accepted by City staff. IF APPLICATION IS SIGNED BY SOMEONE OTHER THAN THE OWNER, THEN AN OWNER AUTHORIZATION FORM MUST BE COMPLETED AND TURNED IN WITH APPLICATION.


SIGNATURE OF OWNER, AGENT, OR APPLICANT

2/17/19
DATE

GENERAL INFORMATION

Civil construction plan submittals shall meet the following general sheet requirements and order:

1. Cover Sheet with Vicinity Map (Project Name, Address, Legal Description, Type of Plan(s), and Current Date shall be shown on cover)
2. Final Plat
3. Site Layout
4. Dimensional Control Plan
5. Paving Plan and Profile
6. Grading Plan
7. Drainage Area Map
8. Storm Sewer Layout
9. Storm Sewer Plan and Profile
10. Water Layout
11. Water Plan and Profile
12. Sanitary Sewer Layout
13. Sanitary Sewer Plan and Profile
14. Storm Water Pollution Prevention Plan (Erosion Control Plan)
15. Traffic Control Plan
16. Standard Construction Details

Construction plans must be 100% complete at the time of submittal. Any incomplete sets of construction plans shall be returned unreviewed.

SUBMITTAL CHECKLIST

The following items must be turned in for the subdivision plat application to be accepted and processed by this department:

- ☒ DEVELOPMENT APPLICATION
- ☒ OWNER AUTHORIZATION FORM (IF APPLICABLE)
- ☒ APPLICATION FEE (VERIFY WITH P&Z ADMINISTRATOR)
- ☒ FOUR (4) HARD COPIES OF DEVELOPMENT PLAN, CIVIL CONSTRUCTION PLANS OR SITE PLAN AMENDMENT PLAN (WHICHEVER IS APPLICABLE) (**ACCEPTED SIZE 24" x 36"**)
- ☒ ELECTRONIC VERSION (.pdf) OF THE PLANS EMAILED TO SMEASON@LAKEWORTHTX.ORG

OFFICE USE ONLY

Fee: \$5,550.00
Date Paid: 2-14-18
Receipt #: P18-0126
Ownership Verified:
☒ YES ☐ NO
Taxes Paid:
☒ YES ☐ NO
Liens Paid:
☒ YES ☐ NO

Public Hearing Newspaper Notice Deadline Date: 3-30-18
Public Hearing 200' Notification Deadline Date: 4-7-18
P&Z Commission Meeting Date: 4-17-18
City Council Meeting Date: 5-8-18
Approval Date: _____
Ordinance Number: _____
Instrument #: _____

ORDINANCE NO. 1113

AN ORDINANCE AMENDING ORDINANCE NO. 741, SO AS TO CHANGE THE ZONING DESIGNATION OF APPROXIMETLY 21.014 ACRES, BEING GENERALLY DESCRIBED AS A 21.014 ACRE PARCEL OF LAND BEING ALL THAT CERTAIN PARCEL, BLOCK A, Lot 1R, LAKE WORTH TOWNE CENTER, LOCATED IN THE CITY OF LAKE WORTH, TARRANT COUNTY, TEXAS, FROM A ZONING DESIGNATION OF "PC" PLANNED COMMERCIAL FOR THE USE OF A WALMART, TO A ZONING DESIGNATION OF "PC" – PLANNED COMMERCIAL FOR THE USE RETAIL FOR A WALMART SUPERCENTER WITH A FUEL STATION/CONVENIENCE STORE, ALONG WITH AN AMENDED DEVELOPMENT PLAN AND SITE PLAN APPROVAL "EXHIBIT A", 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 21.014-acre parcel 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 April 17, 2018, and by the City Council of the City of Lake Worth May 8 2018, 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. 741, 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 741 AMENDED**

Ordinance No. 741, is hereby amended by approving a change to the zoning designation from “PC” – Planned Commercial for the use of a Walmart to a zoning designation of “PC” – Planned Commercial for the use of Retail for a Walmart Supercenter with a Fuel Station/Convenience Store, along with an amended 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. PZ-2018-07

Owner:	Walmart Stores of Texas, LLC PO Box 8050 Bentonville, AR 72712
Applicant:	Walmart Stores of Texas, LLC PO Box 8050 Bentonville, AR 72712
Legal Description:	Block A, Lot 1R, Lake Worth Towne Center, Lake Worth, Tarrant County, Texas
Property Address:	6360 Lake Worth Blvd.
Property Zoning:	PC-Planned Commercial
Permitted use:	The use and operation use of Retail for a Walmart Supercenter with a Fuel Station/Convenience Store as more particularly shown on the Site and Development 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 and Development 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.
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 this 8th day of May 2018.

CITY OF LAKE WORTH

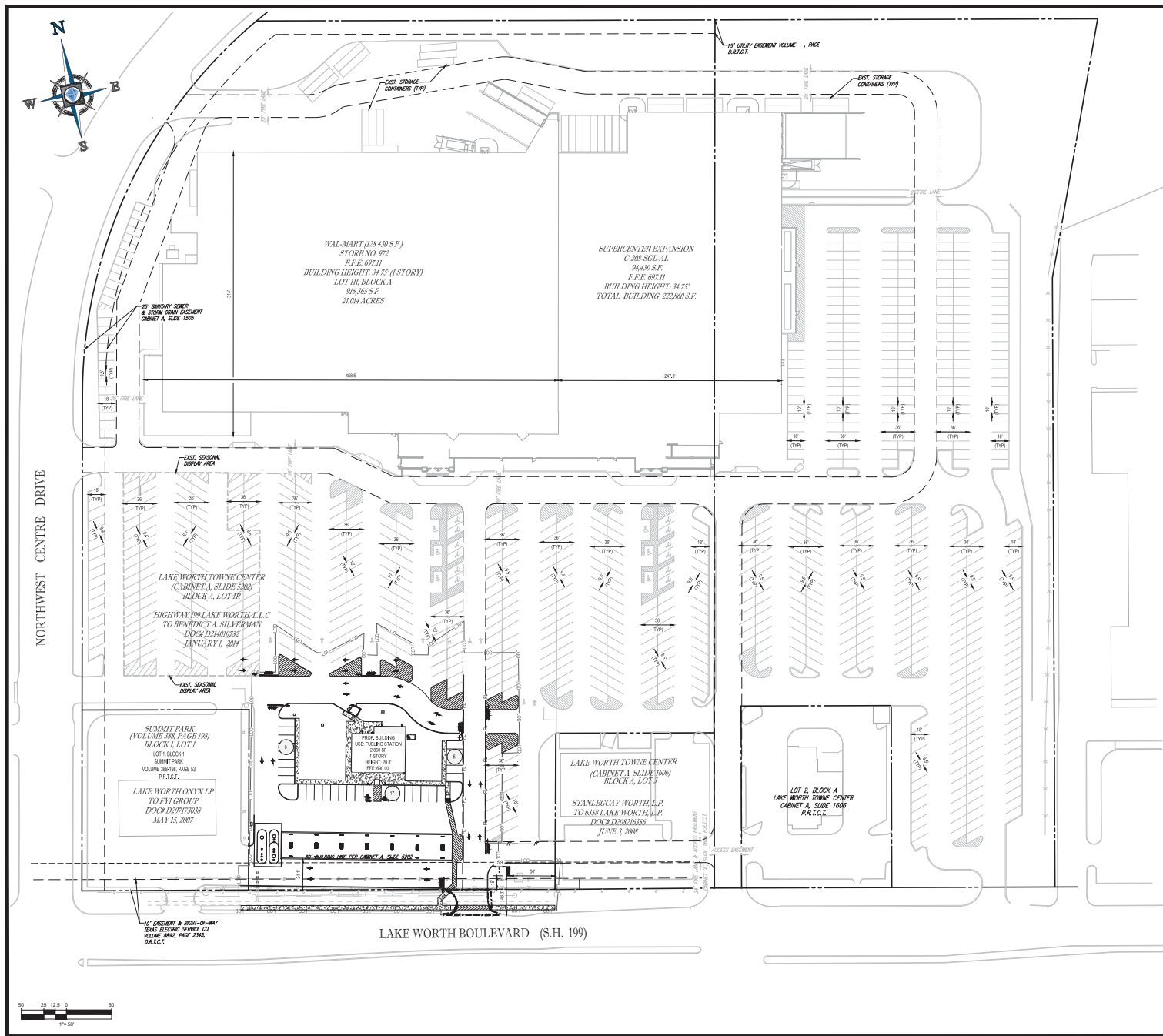
By: _____
Walter Bowen, Mayor

ATTEST:

Monica Solko, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney



SITE PLAN NOTES:

1. ALL DIMENSIONS ARE FROM FACE OF CURB OR FACE OF BUILDING UNLESS NOTED OTHERWISE.
2. ALL CURB RADI ARE 4' UNLESS NOTED OTHERWISE.

LAND USE AND ZONING INFORMATION AND NOTES:

1. REFER TO GENERAL NOTES SHEET C-1.1
2. SURVEYOR: BENCHMARK GROUP OF TEXAS, INC. 889 PRESIDENTIAL DR. SUITE 110 RICHARDSON, TX 75081
3. APPLICANT: WALMART 2001 SE 10th ST BENTONVILLE, AR 72716
4. OWNER: SILVERMAN BENEDICT A ATTENTION: COMPARED REALTY 300 71ST SUITE 400 MIAMI BEACH, FL 33141
5. PARCEL: PPM 2721740 COLLIN COUNTY PLANO, TX 75023 EXISTING AREA: 21.01 AC PROPOSED AREA: 21.01 AC
6. ZONED: PC - PLANNED COMMERCIAL

BULK REQUIREMENTS		REQUIRED	PROPOSED
MIN. BUILDING SETBACK			
FRONT YARD		20'	108.3'
SIDE / REAR YARD		N/A	113.7'
PARKING REQUIREMENTS			
FUEL STATION, 5 SPACE / 1,000 SF		15	30
RETAIL, 5 SPACE / 1,000 SF		1,115	868
PARKING DIMENSIONS		9' x 18'	24'
MIN. AISLE WIDTH (TWO-WAY)		24'	24'
LAND USE			
WALMART		RETAIL	RETAIL
FUEL CENTER		FUEL STATION / CONVENIENCE CENTER	FUEL STATION / CONVENIENCE CENTER
ZONING			
ZONING DESIGNATION		PC - PLANNED COMMERCIAL	PC - PLANNED COMMERCIAL

GRAPHIC LEGEND

EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
---	PROPERTY LEASE	
---	ADJACENT LOT LINE	
---	PARKING OR BUILDING SETBACK	
---	LIMITS OF DISTURBANCE	
---	CURB & GUTTER	
---	SPILL CURB	
---	FLUSH CURB	
---	PARKING COUNTER	
---	PAVEMENT STRIPING - 4" SSYL	
---	UTILITY POLE/LIGHT	
---	STOP SIGN	
---	ADA ACCESSIBLE PARKING SIGN	
---	PAINTED STOP BAR	
---	SANITARY MANHOLE	
---	STORM MANHOLE	
---	STORM INLET / CATCH BASIN	
---	WATER VALVE	
---	WATER METER	
---	TREE	



LOCATION MAP
SCALE: N.T.S.

BOHLER ENGINEERING
SUSTAINABLE DESIGN • PERMITTING SERVICES • TRANSPORTATION SERVICES
ARCHITECTURAL • CIVIL • ELECTRICAL • MECHANICAL • PLUMBING • SITEWORK
LANDSCAPE ARCHITECTURE • SURVEYING • UTILITY DESIGN
4000 WEST 10TH STREET, SUITE 100 • FORT WORTH, TX 76102
PHONE: (817) 335-1111 • FAX: (817) 335-1112
WWW.BOHLENGENR.COM

REVISIONS			
REV	DATE	COMMENT	BY
1	4/5/18	BUILDING LOCATION REVISION	MMH

KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG
811 TEXAS: 811 TEXAS

NOT APPROVED FOR CONSTRUCTION

PROJECT NO.: 10107000
DRAWN BY: BOH
CHECKED BY: BOH
DATE: 2/14/18
SCALE: 1"=50'
CADD ID: 10107000

PROJECT: **PROP. SITE PLAN DOCUMENTS**

Walmart
Save money. Live better.

LOCATION OF SITE
STORE #0972
636 LAKE WORTH BLVD
LAKE WORTH, TX 76135
BLOCK A, LOT 1R

BOHLER ENGINEERING
6417 MAIN STREET
FRIEDCO, TX 75034
Phone: (469) 458-7300
TX @BohlerEng.com
REGISTERED PROFESSIONAL ENGINEER

PLANS PREPARED BY

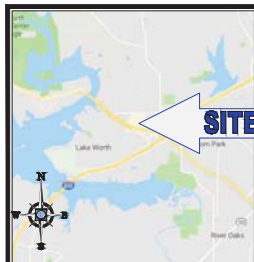
BOHLER ENGINEERING
FOR REVIEW PURPOSES ONLY
JOSUE GONZALEZ-MORALES
LICENSED ARCHITECT - 107076

SHEET TITLE:

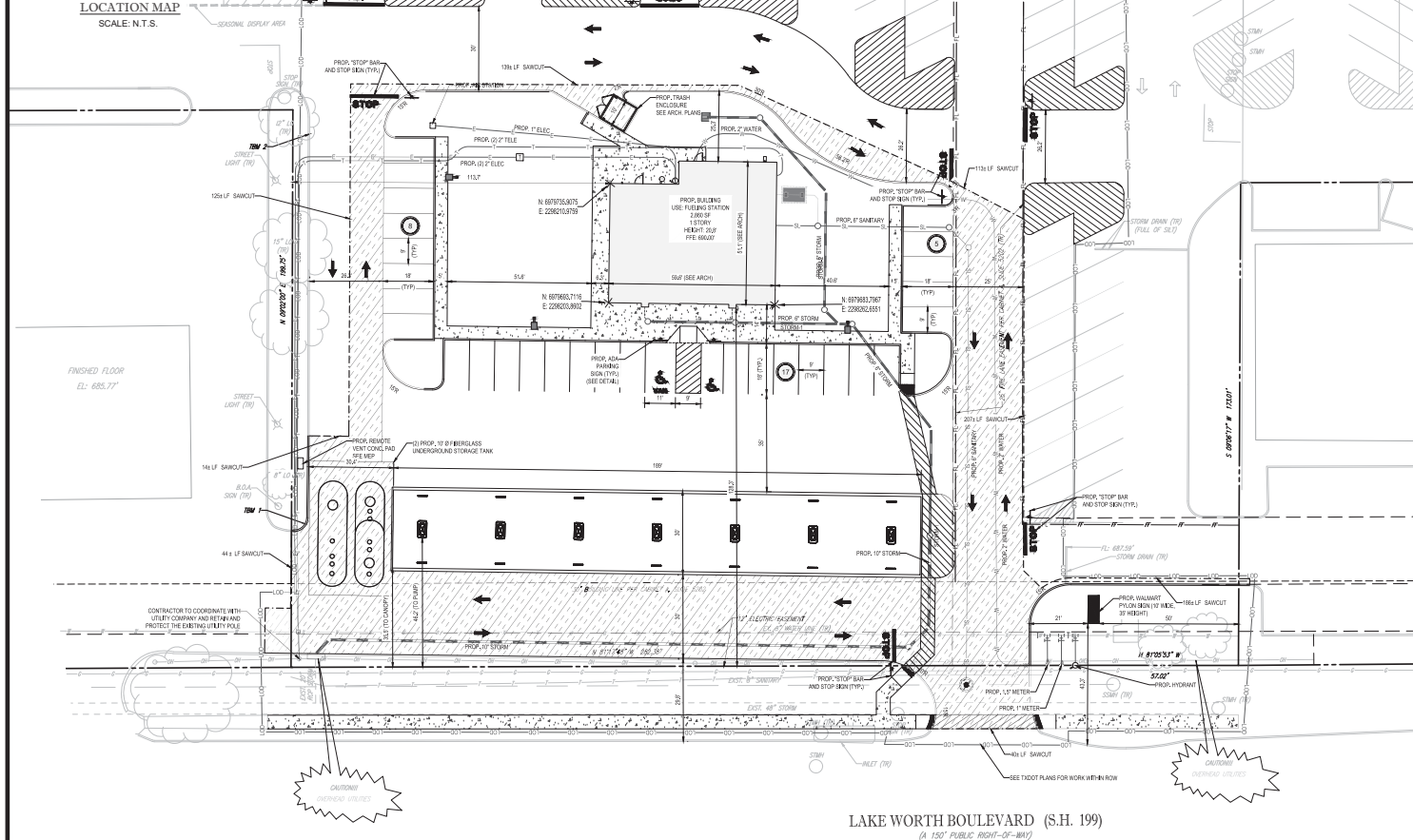
DEVELOPMENT PLAN

SHEET NUMBER:

C-3.0



LOCATION MAP
SCALE: N.T.S.



LAKE WORTH BOULEVARD (S.H. 199)
(A 150' PUBLIC RIGHT-OF-WAY)

DEVELOPMENT SCHEDULE			
OUT TO BID	RECEIVE PERMITS	BEGIN CONSTRUCTION	GRAND OPENING
4/27/18	5/18/18	5/18/18	9/12/18

- SITE PLAN NOTES:**
- SEE SHEET C-1.1 FOR GENERAL NOTES
 - SEE SHEETS C-7.0 THROUGH C-7.3 FOR DETAILS
 - ALL DIMENSIONS ARE FROM FACE OF CURB OR FACE OF BUILDING UNLESS NOTED OTHERWISE
 - ALL CURB RADI ARE 4' UNLESS NOTED OTHERWISE

LAND USE AND ZONING INFORMATION AND NOTES:

- SURVEYOR:** JERRY COVATY & ASSOCIATES, INC.
1047 COUNTY ROAD 135
FLINT, TX 75762
- 2. APPLICANT:** WALMART
2001 SEE 300 ST
BENTONVILLE, AR 72716
- 4. OWNER:** SILVERMAN BENEDICT A
ATTENTION: COMMERCIAL REALTY
300 71ST SUITE 400
MAINE BEACH, CT 06541
- 5. PARCEL:** PPN 8854143
TARRANT COUNTY
LAKE WORTH, TX 76135
EXISTING AREA: 21.51 AC
PROPOSED AREA: 21.51 AC
PC - PLANNED COMMERCIAL
- 6. ZONED:**

BULK REQUIREMENTS		REQUIRED	PROPOSED
MIN. BUILDING SETBACK			
FRONT YARD		30'	135' 0"
REAR YARD		N/A	115'
PARKING REQUIREMENTS			
FUEL STATION, 5 SPACE / 1,000 SF		15	30
RETAIL, 5 SPACE/1,000 SF		1,115	868
PARKING DIMENSIONS		9' x 18'	9' x 18'
MIN. AISLE WIDTH (TWO-WAY)		24'	24'
LAND USE			
WALMART		RETAIL	RETAIL
FUEL CENTER		FUEL STATION/ CONVENIENCE CENTER	FUEL STATION/ CONVENIENCE CENTER
ZONING			
ZONING DESIGNATION		PC - PLANNED COMMERCIAL	PC - PLANNED COMMERCIAL

GRAPHIC LEGEND		
EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
PROPERTY LINE	PROPERTY LINE	PROPERTY LINE
ADJACENT LOT LINE	ADJACENT LOT LINE	ADJACENT LOT LINE
BUILDING OR PARKING SETBACK	BUILDING OR PARKING SETBACK	BUILDING OR PARKING SETBACK
LIMITS OF DISTURBANCE	LIMITS OF DISTURBANCE	LIMITS OF DISTURBANCE
CURB & FLUSH	CURB & FLUSH	CURB & FLUSH
UNDERGROUND WATER LINE	UNDERGROUND WATER LINE	UNDERGROUND WATER LINE
UNDERGROUND ELECTRIC LINE	UNDERGROUND ELECTRIC LINE	UNDERGROUND ELECTRIC LINE
UNDERGROUND TELEPHONE LINE	UNDERGROUND TELEPHONE LINE	UNDERGROUND TELEPHONE LINE
STORM SEWER	STORM SEWER	STORM SEWER
SANITARY SEWER LATERAL	SANITARY SEWER LATERAL	SANITARY SEWER LATERAL
COUNTY	COUNTY	COUNTY
UTILITY POLE/STREET LIGHT	UTILITY POLE/STREET LIGHT	UTILITY POLE/STREET LIGHT
STOP SIGN UNLESS OTHERWISE NOTED	STOP SIGN UNLESS OTHERWISE NOTED	STOP SIGN UNLESS OTHERWISE NOTED
PAINTED STOP BAR	PAINTED STOP BAR	PAINTED STOP BAR
SANITARY MANHOLE	SANITARY MANHOLE	SANITARY MANHOLE
TREE	TREE	TREE
STORM INLET / CATCH BASIN	STORM INLET / CATCH BASIN	STORM INLET / CATCH BASIN
WATER METER	WATER METER	WATER METER
HYDRANT	HYDRANT	HYDRANT
FIRE LANE	FIRE LANE	FIRE LANE

PAVEMENT LEGEND	
	DELINATES PROPOSED HEAVY DUTY CONCRETE PAVEMENT
	DELINATES PROPOSED CONCRETE SIDEWALK
	DELINATES PROPOSED STANDARD DUTY CONCRETE PAVEMENT

NO PAVING IS TO BE DONE OUTSIDE OF PROPOSED SAWCUT LINE

TEMPORARY BENCHMARKS	
TBM #1 N: 6979631.8973 E: 208064.7517 ELEV: 685.59' DESC: "X" CUT IN CONCRETE CURB/GUTTER	TBM #2 N: 697969.8542 E: 208067.2227 ELEV: 688.73' DESC: "X" CUT IN CONCRETE CURB/GUTTER

BOHLER ENGINEERING

1047 COUNTY ROAD 135
FLINT, TX 75762
PHONE: (409) 458-7300
FAX: (409) 458-7301
WWW.BOHLER-ENG.COM

REGISTERED PROFESSIONAL ENGINEER
NO. 10476
EXPIRATION DATE: 12/31/2020

REVISIONS				
REV.	DATE	DESCRIPTION	BY	CHK.
1	4/15/18	BUILDING LOCATION REVISION	BAH	

**KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG**

Call 811 to locate underground utilities before you dig.

NOT APPROVED FOR CONSTRUCTION

PROJECT NO.	10178008
DRAWN BY	BAH
CHECKED BY	DOC
DATE	2/14/18
SCALE	1" = 20'
CAD ID	200

PROP. SITE PLAN DOCUMENTS FOR:

Walmart

Save money. Live better.

LOCATION OF SITE
STORE #0972
6384 LAKE WORTH BLVD
LAKE WORTH, TX 76135
LAKE WORTH TOWNE CENTER
BLOCK A, LOT 1R

BOHLER ENGINEERING

6017 MAIN STREET
FRESNO, TX 76843
Phone: (409) 458-7300
TX @BohlerEng.com
BOHLER-ENG.COM

PLANS PREPARED BY
BOHLER ENGINEERING

FOR REVIEW PURPOSES ONLY

JORGE GONZALEZ-MORALES
LICENSED PROFESSIONAL ENGINEER
NO. 10476

SHEET TITLE
SITE PLAN

SHEET NUMBER
C-3.1



GENERAL NOTES:

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH THE NOTES AND SPECIFICATIONS CONTAINED HEREIN. CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL SUBCONTRACTORS FULLY AND COMPLETELY CONFORM TO AND COMPLY WITH THESE REQUIREMENTS.

- THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS SITE PLAN:

- "ALTA / NSPS LAND TITLE SURVEY FOR BOHLER ENGINEERING SHOWING PART OF LOT 1R, BLOCK A, LAKE WORTH TOWNE CENTER" PREPARED BY JOHN COWAN & ASSOCIATES, INC. DATED: 5/12/17.
- "GEO TECHNICAL ENGINEERING REPORT FUEL STATION #972 PREPARED BY ECS SOUTHWEST, LLP. DATED: 5/17/17.

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR MUST VERIFY THAT HESHE HAS THE LATEST EDITION OF THE DOCUMENTS REFERENCED ABOVE. THIS IS CONTRACTOR'S RESPONSIBILITY.

- ALL ACCESSIBLE (AKIA ADA) PARKING SPACES MUST BE CONSTRUCTED TO MEET, AT A MINIMUM, THE MORE STRINGENT OF THE REQUIREMENTS OF THE "AMERICANS WITH DISABILITIES ACT" (ADA) CODE (42 U.S.C. § 12101 et seq. AND 42 U.S.C. § 4151 et seq.) OR THE REQUIREMENTS OF THE JURISDICTION WHERE THE PROJECT IS TO BE CONSTRUCTED, AND ANY AND ALL AMENDMENTS TO BOTH WHICH ARE IN EFFECT WHEN THESE PLANS ARE COMPLETED.

- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED THE COMMENTS TO ALL PLANS AND OTHER DOCUMENTS REVIEWED AND APPROVED BY THE PERMITTING AUTHORITIES AND CONFIRMED THAT ALL NECESSARY OR REQUIRED PERMITS HAVE BEEN OBTAINED. CONTRACTOR MUST HAVE COPIES OF ALL PERMITS AND APPROVALS ON SITE AT ALL TIMES.

- THE OWNER/CONTRACTOR MUST BE FAMILIAR WITH AND RESPONSIBLE FOR THE PROCUREMENT OF ANY AND ALL CERTIFICATIONS REQUIRED FOR THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

- ALL WORK MUST BE PERFORMED IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS AND CONDITIONS OF APPROVAL, AND ALL APPLICABLE REQUIREMENTS, RULES, REGULATIONS, STATUTORY REQUIREMENTS, CODES, LAWS AND STANDARDS OF ALL GOVERNMENTAL ENTITIES WITH JURISDICTION OVER THIS PROJECT.

- THE GEOTECHNICAL REPORT AND RECOMMENDATIONS SET FORTH HEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND, IN CASE OF CONFLICT, DISCREPANCY OR AMBIGUITY, THE MORE STRINGENT REQUIREMENTS AND/OR RECOMMENDATIONS CONTAINED IN THE PLANS AND THE GEOTECHNICAL REPORT AND RECOMMENDATIONS SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR MUST NOTIFY THE ENGINEER, IN WRITING, OF ANY SUCH CONFLICT, DISCREPANCY OR AMBIGUITY BETWEEN THE GEOTECHNICAL REPORTS AND PLANS AND SPECIFICATIONS PRIOR TO PROCEEDING WITH ANY FURTHER WORK.

- THESE PLANS ARE BASED ON INFORMATION PROVIDED TO BOHLER ENGINEERING BY THE OWNER AND OTHERS PRIOR TO THE TIME OF PLAN PREPARATION. CONTRACTOR MUST FIELD VERIFY EXISTING CONDITIONS AND NOTIFY BOHLER ENGINEERING, IN WRITING, IMMEDIATELY IF ACTUAL SITE CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLAN, OR IF THE PROPOSED WORK CONFLICTS WITH ANY OTHER SITE FIELD VERIFICATION.

- ALL DIMENSIONS SHOWN ON THE PLANS MUST BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR MUST NOTIFY ENGINEER, IN WRITING, IF ANY CONFLICTS, DISCREPANCIES, OR AMBIGUITIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. NO EXTRA COMPENSATION WILL BE PAID TO THE CONTRACTOR FOR WORK WHICH HAS TO BE REDONE OR REPAIRED DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS PRIOR TO CONSTRUCTION GIVING ENGINEER, ARCHITECT AND/OR ENGINEER, THEREAFTER, PROVIDING CONTRACTOR WITH WRITTEN AUTHORIZATION TO PROCEED WITH SUCH ADDITIONAL WORK.

- CONTRACTOR MUST REFER TO THE ARCHITECTURAL BUILDING PLANS "OF RECORD" FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRY/EXIT POINTS, ELEVATIONS, PRECISE BUILDING DIMENSIONS, AND EXACT BUILDING UTILITY LOCATIONS.

- PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR MUST COORDINATE THE BUILDING LAYOUT BY CAREFUL REVIEW OF THE ENTIRE SITE PLAN AND THE LATEST ARCHITECTURAL PLANS (INCLUDING, BUT NOT LIMITED TO, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE SUPPRESSION PLAN, WHERE APPLICABLE). CONTRACTOR MUST IMMEDIATELY NOTIFY OWNER, ARCHITECT AND SITE ENGINEER, IN WRITING, OF ANY CONFLICTS, DISCREPANCIES OR AMBIGUITIES WHICH EXIST.

- DEBRIS MUST NOT BE BURIED ON THE SUBJECT SITE AND ALL UNSUITABLE EXCAVATED MATERIAL AND DEBRIS (SOLID WASTE) MUST BE DISPOSED OF IN ACCORDANCE WITH THE REQUIREMENTS OF ANY AND ALL GOVERNMENTAL AUTHORITIES WHICH HAVE JURISDICTION OVER THIS PROJECT OR OVER CONSTRUCTION.

- THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING WHEN SHORING IS REQUIRED AND FOR INSTALLING ALL SHORING REQUIRED DURING EXCAVATION (TO BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS) AND ANY ADDITIONAL PRECAUTIONS TO BE TAKEN TO ASSURE THE STABILITY OF ADJACENT, NEARBY AND CONTIGUOUS STRUCTURES AND PROPERTIES.

- THE CONTRACTOR IS TO EXERCISE EXTREME CARE WHEN PERFORMING ANY WORK ACTIVITIES ADJACENT TO PAVEMENT, STRUCTURES, ETC. WHICH ARE TO REMAIN EITHER FOR AN INITIAL PHASE OF THE PROJECT OR AS PART OF THE FINAL CONDITION. CONTRACTOR IS RESPONSIBLE FOR TAKING ALL APPROPRIATE MEASURES REQUIRED TO ENSURE THE STRUCTURAL STABILITY OF SIDEWALKS AND PAVEMENT UTILITIES, BUILDINGS AND INFRASTRUCTURE WHICH ARE TO REMAIN, AND TO PROVIDE A SAFE WORK AREA FOR THIRD PARTIES, PEDESTRIANS AND ANYONE INVOLVED WITH THE PROJECT.

- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO ANY NEW OR EXISTING CONSTRUCTION OR PROPERTY DURING THE COURSE OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. AND SHALL BEAR ALL COSTS ASSOCIATED WITH SAME TO INCLUDE, BUT NOT BE LIMITED TO, REDESIGN, RE-SURVEY, RE-PERMITTING AND CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR AND MUST REPLACE ALL SIGNAL INTERCONNECTION CABLE, WIRING CONDUITS, AND ANY UNDERGROUND ACCESSORY EQUIPMENT DAMAGED DURING CONSTRUCTION AND MUST BEAR ALL COSTS ASSOCIATED WITH SAME. THE REPAIR OF ANY SUCH NEW OR EXISTING CONSTRUCTION OR PROPERTY MUST BE TO THE SAME STANDARD AS THE ORIGINAL CONSTRUCTION, OR EQUIVALENT TO OR BETTER THAN THE CONDITIONS PRIOR TO COMMENCEMENT OF THE CONSTRUCTION, AND IN CONFORMANCE WITH APPLICABLE CODES, LAWS, RULES, REGULATIONS, STATUTORY REQUIREMENTS AND STATUTES. CONTRACTOR MUST BEAR ALL COSTS ASSOCIATED WITH SAME. CONTRACTOR IS RESPONSIBLE TO DOCUMENT ALL EXISTING DAMAGE AND TO NOTIFY THE OWNER AND THE CONSTRUCTION MANAGER PRIOR TO THE START OF CONSTRUCTION.

- ALL CONCRETE MUST BE AIR ENTRAINED AND HAVE THE MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS UNLESS OTHERWISE NOTED ON THE PLANS, DETAILS AND/OR GEOTECHNICAL REPORT.

- THE ENGINEER IS NOT RESPONSIBLE FOR CONSTRUCTION METHODS, MEANS, TECHNIQUES OR PROCEDURES, GENERALLY OR FOR THE CONSTRUCTION MEANS, TECHNIQUES OR PROCEDURES FOR COMPLETION OF THE WORK DEPICTED BOTH ON THESE PLANS, AND FOR ANY CONFLICTS/SCOPE REVISIONS WHICH RESULT FROM SAME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE METHODS/MEANS FOR COMPLETION OF THE WORK PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

- THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE SAFETY. THE ENGINEER OF RECORD HAS NOT BEEN RETAINED TO PERFORM OR BE RESPONSIBLE FOR JOB SITE SAFETY, SAME BEING WHOLLY OUTSIDE OF ENGINEERS SERVICES AS RELATED TO THE PROJECT. THE ENGINEER OF RECORD IS NOT RESPONSIBLE TO IDENTIFY OR REPORT ANY JOB SITE SAFETY ISSUES, AT ANY TIME.

- ALL CONTRACTORS MUST CARRY THE SPECIFIED STATUTORY WORKER'S COMPENSATION INSURANCE. EMPLOYER'S LIABILITY INSURANCE AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (CGL). ALL CONTRACTORS MUST HAVE THEIR CGL POLICIES ENDORSED TO NAME BOHLER ENGINEERING, AND ITS PAST, PRESENT AND FUTURE OWNERS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, COMMISSIONERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES AND SUBCONTRACTORS AND SUBCONSULTANTS. CONTRACTOR MUST HAVE ADDITIONAL NAME INSURED AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THIS HOLD HARMLESS AND INDEMNITY OBLIGATIONS ASSUMED BY THE CONTRACTORS. ALL CONTRACTORS MUST FURNISH BOHLER ENGINEERING WITH CERTIFICATIONS OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE PRIOR TO COMMENCING WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION AND FOR ONE YEAR AFTER THE COMPLETION OF CONSTRUCTION. IN ADDITION, ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, INDEMNIFY, DEFEND AND HOLD HARMLESS BOHLER ENGINEERING AND ITS PAST, PRESENT AND FUTURE OWNERS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, COMMISSIONERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND RELATED ENTITIES, AND ITS SUBCONTRACTORS AND SUBCONSULTANTS FROM AND AGAINST ANY DAMAGES, INJURIES, CLAIMS, ACTIONS, PENALTIES, EXPENSES, PUNITIVE DAMAGES, TORT DAMAGES, STATUTORY CLAIMS, STATUTORY CAUSES OF ACTION, LOSSES, CAUSES OF ACTION, LIABILITIES OR COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR TO THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS, ALL CLAIMS BY THIRD PARTIES AND ALL CLAIMS RELATED TO THE PROJECT. CONTRACTOR MUST NOTIFY ENGINEER, IN WRITING, AT LEAST THIRTY (30) DAYS PRIOR TO ANY TERMINATION, SUSPENSION OR CHANGE OF ITS INSURANCE HEREUNDER.

- BOHLER ENGINEERING WILL REVIEW OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PROPOSALS, DATA, SAMPLES, AND OTHER DATA, WHICH IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE DESIGN INTENT AND THE INFORMATION SHOWN IN THE CONSTRUCTION CONTRACT DOCUMENTS. CONSTRUCTION MEANS AND/OR METHODS AND/OR TECHNIQUES OR PROCEDURES, COORDINATION OF THE WORK WITH OTHER TRADES, AND CONSTRUCTION SAFETY PRECAUTIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND BOHLER HAS NO RESPONSIBILITY OR LIABILITY FOR SAME HEREUNDER. BOHLER ENGINEERING'S SHOP DRAWING REVIEW WILL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PERMIT ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM MUST NOT INDICATE THAT BOHLER ENGINEERING HAS REVIEWED THE ENTIRE ASSEMBLY, WHICH ITEM IS A COMPONENT. BOHLER ENGINEERING WILL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT PROMPTLY AND IMMEDIATELY BROUGHT TO ITS ATTENTION, IN WRITING, BY THE CONTRACTOR. BOHLER ENGINEERING WILL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.

- NEITHER THE PROFESSIONAL ACTIVITIES OF BOHLER ENGINEERING, NOR THE PRESENCE OF BOHLER ENGINEERING AND/OR ITS PAST, PRESENT AND FUTURE OWNERS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, COMMISSIONERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND RELATED ENTITIES, AND ITS SUBCONTRACTORS AND SUBCONSULTANTS AT A CONSTRUCTION/PROJECT SITE, SHALL RELIEVE THE GENERAL CONTRACTOR OF ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, OVERSEEING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND COMPLIANCE ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES WITH JURISDICTION OVER THE PROJECT AND/OR PROPERTY. BOHLER ENGINEERING AND ITS PERSONNEL HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PROGRAMS OR PROCEDURES. THE GENERAL CONTRACTOR IS SOLELY RESPONSIBLE FOR JOB SITE SAFETY. BOHLER ENGINEERING SHALL BE INDEMNIFIED BY THE GENERAL CONTRACTOR AND MUST BE NAMED AN ADDITIONAL, INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE AS DESCRIBED ABOVE IN NOTE 19 FOR JOB SITE SAFETY.

- IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED HEREIN, WITHOUT FIRST OBTAINING THE PRIOR WRITTEN AUTHORIZATION OF THE ENGINEER FOR SUCH DEVIATIONS, THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL COSTS INCURRED IN CORRECTING ANY WORK DONE

WHICH DEVIATES FROM THE PLANS, ALL FINES AND/OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM AND, FURTHER, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE ENGINEER, TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, IN ACCORDANCE WITH PARAGRAPH 19 HEREIN, FOR AND FROM ALL FEES, ATTORNEYS' FEES, DAMAGES, COSTS, JUDGMENTS, PENALTIES AND THE LIKE RELATED TO SAME.

- CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND PROTECTION OF TRAFFIC PLAN FOR ALL WORK THAT AFFECTS PUBLIC TRAVEL EITHER IN THE R.O.W. OR ON SITE. THE COST FOR THIS ITEM MUST BE INCLUDED IN THE CONTRACTOR'S PRICE.

- ALL SIGNING AND PAVEMENT STRIPING MUST CONFORM TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR LOCALLY APPROVED SUPPLEMENT.

- ENGINEER IS NOT RESPONSIBLE FOR ANY INJURY OR DAMAGES RESULTING FROM CONTRACTOR'S FAILURE TO BUILD OR CONSTRUCT IN STRICT ACCORDANCE WITH THE APPROVED PLANS. IF CONTRACTOR AND/OR OWNER FAIL, BUILD OR CONSTRUCT IN STRICT ACCORDANCE WITH APPROVED PLANS, THEY AGREE TO JOINTLY AND SEVERALLY INDEMNIFY AND HOLD ENGINEER HARMLESS FOR ALL INJURIES AND DAMAGES THAT ENGINEER SUFFERS AND COSTS THAT ENGINEER INCURS.

- OWNER MUST MAINTAIN AND PRESERVE ALL PHYSICAL SITE FEATURES AND DESIGN FEATURES DEPICTED ON THE PLANS AND RELATED DOCUMENTS, IN STRICT ACCORDANCE WITH THE APPROVED PLANS) AND DESIGN AND, FURTHER, ENGINEER IS NOT RESPONSIBLE FOR ANY FAILURE TO SO MAINTAIN OR PRESERVE SITE AND/OR DESIGN FEATURES. IF OWNER FAILS TO MAINTAIN AND/OR PRESERVE ALL PHYSICAL SITE FEATURES AND/OR DESIGN FEATURES DEPICTED ON THE PLANS AND RELATED DOCUMENTS, OWNER AGREES TO INDEMNIFY AND HOLD ENGINEER HARMLESS FOR ALL INJURIES AND DAMAGES THAT ENGINEER SUFFERS AND COSTS THAT ENGINEER INCURS AS A RESULT OF SAID FAILURE.

- ALL DIMENSIONS MUST BE TO FACE OF CURB, EDGE OF PAVEMENT, OR EDGE OF BUILDING, UNLESS NOTED OTHERWISE.

- ALL CONSTRUCTION AND MATERIALS MUST COMPLY WITH AND CONFORM TO APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS, LAWS, ORDINANCES, RULES AND CODES, AND ALL APPLICABLE OSHA REQUIREMENTS.

- CONTRACTOR AND OWNER MUST INSTALL ALL ELEMENTS AND COMPONENTS IN STRICT COMPLIANCE WITH AND ACCORDANCE WITH MANUFACTURER'S STANDARDS AND RECOMMENDED INSTALLATION CRITERIA AND SPECIFICATIONS. IF CONTRACTOR AND/OR OWNER FAIL TO DO SO, THEY AGREE TO JOINTLY AND SEVERALLY INDEMNIFY AND HOLD ENGINEER HARMLESS FOR ALL INJURIES AND DAMAGES THAT ENGINEER SUFFERS AND COSTS THAT ENGINEER INCURS AS A RESULT OF SAID FAILURE.

- CONTRACTOR IS RESPONSIBLE TO MAINTAIN ON-SITE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IN COMPLIANCE WITH EPA REQUIREMENTS FOR SITES WHERE ONE (1) ACRE OR MORE (UNLESS THE LOCAL JURISDICTION REQUIRES FEWER) IS DISTURBED BY CONSTRUCTION ACTIVITIES. CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL ACTIVITIES, INCLUDING THOSE OF SUBCONTRACTORS, ARE IN COMPLIANCE WITH THE SWPPP, INCLUDING BUT NOT LIMITED TO LOGGING ACTIVITIES (MINIMUM ONCE PER WEEK AND AFTER RAINFALL EVENTS) AND CORRECTIVE MEASURES, AS APPROPRIATE.

- AS CONTAINED IN THESE DRAWINGS AND ASSOCIATED APPLICATION DOCUMENTS PREPARED BY THE SIGNATORY PROFESSIONAL ENGINEER, THE USE OF THE WORDS CERTIFY OR CERTIFICATION CONSTITUTES AN EXPRESSION OF "PROFESSIONAL OPINION" REGARDING THE INFORMATION WHICH IS THE SUBJECT OF THE UNDERSIGNED PROFESSIONAL KNOWLEDGE OR BELIEF AND IN ACCORDANCE WITH COMMON ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

ADA INSTRUCTIONS TO CONTRACTOR

CONTRACTORS SHALL EXERCISE APPROPRIATE CARE AND PRECISION IN CONSTRUCTION OF ADA (HANDICAP) ACCESSIBLE COMPONENTS AND ACCESS ROUTES FOR THE SITE. THESE COMPONENTS, AS CONSTRUCTED, MUST COMPLY WITH THE CURRENT ADA STANDARDS AND REGULATIONS: BARRIER FREE ACCESS AND ANY MODIFICATIONS, REVISIONS OR UPDATES TO SAME. FINISHED SURFACES ALONG THE ACCESSIBLE ROUTE OF TRAVEL FROM PARKING SPACE, PUBLIC TRANSPORTATION, PEDESTRIAN ACCESS, INTER-BUILDING ACCESS, TO POINTS OF ACCESSIBLE BUILDING ENTRANCE/EXIT, MUST COMPLY WITH THESE ADA CODE REQUIREMENTS. THESE INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- PARKING SPACES AND PARKING AISLES - SLOPE SHALL NOT EXCEED 1:50 IN ANY DIRECTION.
- CURB RAMPS - SLOPE SHALL NOT EXCEED 1:12 (8.3%).
- LANDINGS - SHALL BE PROVIDED AT EACH END OF RAMPS, MUST PROVIDE POSITIVE DRAINAGE, AND MUST NOT EXCEED 1:50 IN ANY DIRECTION.
- PATH OF TRAVEL ALONG ACCESSIBLE ROUTE - MUST PROVIDE A 36-INCH OR GREATER UNOBSTRUCTED WIDTH OF TRAVEL (CAR OVERHANGS AND/OR HANDRAILS CANNOT REDUCE THIS MINIMUM WIDTH). THE SLOPE MUST BE NO GREATER THAN 1:20 (5.0%) IN THE DIRECTION OF TRAVEL, AND MUST NOT EXCEED 1:50 IN CROSS SLOPE, WHERE PATH OF TRAVEL WILL BE GREATER THAN 1:20 (5.0%). ADA RAMP REQUIREMENTS MUST BE ADHERED TO: MAXIMUM SLOPE OF 1:12 (8.3%), FOR A MAXIMUM RISE OF 2.5 FEET (30 INCHES). SHALL BE PROVIDED, THE RAMP MUST HAVE ADA HAND RAILS AND 60" W BY 60" L LANDINGS ON EACH END THAT ARE CROSS SLOPED NO MORE THAN 1:50 IN ANY DIRECTION FOR POSITIVE DRAINAGE.
- DOORWAYS - MUST HAVE A "LEVEL" LANDING AREA ON THE EXTERIOR SIDE OF THE DOOR THAT IS SLOPED AWAY FROM THE DOOR NO MORE THAN 1:50 FOR POSITIVE DRAINAGE. THIS LANDING AREA MUST BE NO LESS THAN 60 INCHES (5 FEET) LONG, EXCEPT WHERE OTHERWISE PERMITTED BY ADA STANDARDS OR ALTERNATIVE DOORWAY OPENING CONDITIONS. (SEE ICC/ANSI A117.1-2009 AND OTHER REFERENCED INCORPORATED BY CODE).

- WHEN THE PROPOSED CONSTRUCTION INVOLVES RECONSTRUCTION, MODIFICATION, REVISION OR EXTENSION OF OR TO ADA COMPONENTS FROM EXISTING DOORWAYS OR SURFACES, CONTRACTOR MUST VERIFY EXISTING ELEVATIONS SHOWN ON THE PLAN. NOTE THAT TABLE 405.2 OF THE DEPARTMENT OF JUSTICE'S ADA STANDARDS FOR ACCESSIBLE DESIGN ALLOWS FOR STEEPER RAMP SLOPES, IN RARE CIRCUMSTANCES. THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE DESIGN ENGINEER OF ANY DISCREPANCIES AND/OR FIELD CONDITIONS THAT DIFFER IN ANY WAY OR ANY RESPECT FROM WHAT IS SHOWN ON THE PLANS, IN WRITING, BEFORE COMMENCEMENT OF WORK. CONSTRUCTED IMPROVEMENTS MUST FALL WITHIN THE MAXIMUM AND MINIMUM LIMITATIONS IMPOSED BY THE BARRIER FREE REGULATIONS AND THE ADA REQUIREMENTS.

- THE CONTRACTOR MUST VERIFY THE SLOPES OF CONTRACTOR'S FORMS PRIOR TO POURING CONCRETE. IF ANY NON-CONFORMANCE IS OBSERVED OR EXISTS, CONTRACTOR MUST IMMEDIATELY NOTIFY THE ENGINEER PRIOR TO POURING CONCRETE. CONTRACTOR IS RESPONSIBLE FOR ALL COSTS TO REMOVE, REPAIR AND REPLACE NON-CONFORMING CONCRETE.

IT IS STRONGLY RECOMMENDED THAT THE CONTRACTOR REVIEW THE INTENDED CONSTRUCTION WITH THE LOCAL BUILDING CODE PRIOR TO COMMENCEMENT OF CONSTRUCTION.

GENERAL DEMOLITION NOTES:

- THIS PLAN REFERENCES DOCUMENTS AND INFORMATION BY:

- "ALTA / NSPS LAND TITLE SURVEY FOR BOHLER ENGINEERING SHOWING PART OF LOT 1R, BLOCK A, LAKE WORTH TOWNE CENTER" JOHN COWAN & ASSOCIATES, INC. 10147 COUNTY ROAD 135 FLINT, TX 75762 DATED: 5/12/17

- CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, (29 U.S.C. 651 et seq.), AS AMENDED AND ANY MODIFICATIONS, AMENDMENTS OR REVISIONS TO SAME.

- BOHLER ENGINEERING HAS NO CONTRACTUAL, LEGAL, OR OTHER RESPONSIBILITY FOR JOB SITE SAFETY OR JOB SITE SUPERVISION, OR ANYTHING RELATED TO SAME.

- THE DEMOLITION PLAN IS INTENDED TO PROVIDE GENERAL INFORMATION, ONLY, REGARDING ITEMS TO BE DEMOLISHED AND/OR REMOVED. THE CONTRACTOR MUST ALSO REVIEW THE OTHER SITE PLAN DRAWINGS AND INCLUDE IN DEMOLITION ACTIVITIES ALL INCIDENTAL WORK NECESSARY FOR THE CONSTRUCTION OF THE NEW SITE IMPROVEMENTS.

- CONTRACTOR MUST RAISE ANY QUESTIONS CONCERNING THE ACCURACY OR INTENT OF THESE PLANS OR SPECIFICATIONS, CONCERNS REGARDING THE ACCURACY OR INTENT OF THE INFORMATION, OR THE SAFETY OF THE CONTRACTOR OR THIRD PARTIES IN PERFORMING THE WORK ON THIS PROJECT, WITH BOHLER ENGINEERING, IN WRITING, AND RESPONDED TO BY BOHLER, IN WRITING, PRIOR TO THE INITIATION OF ANY SITE ACTIVITY AND ANY DEMOLITION ACTIVITY. ALL DEMOLITION ACTIVITIES MUST BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THESE PLANS AND SPECIFICATIONS AND ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS, RULES, REQUIREMENTS, STATUTES, ORDINANCES AND CODES.

- PRIOR TO STARTING ANY DEMOLITION, CONTRACTOR IS RESPONSIBLE FOR TO:
 - OBTAINING ALL REQUIRED PERMITS AND MAINTAINING THE SAME ON SITE FOR REVIEW BY THE ENGINEER AND OTHER PUBLIC AGENCIES HAVING JURISDICTION THROUGHOUT THE DURATION OF THE PROJECT, SITE WORK AND DEMOLITION WORK.

GENERAL GRADING & UTILITY NOTES

- LOCATIONS OF ALL EXISTING AND PROPOSED SERVICES ARE APPROXIMATE AND MUST BE INDEPENDENTLY CONFIRMED BY THE CONTRACTOR. THE LOCATION OF ANY CONSTRUCTION OR EXCAVATION TO CAMES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. ALL DISCREPANCIES MUST IMMEDIATELY BE REPORTED, IN WRITING, TO THE ENGINEER. CONSTRUCTION MUST COMMENCE BEGINNING AT THE LOWEST INVERT (POINT OF CONNECTION) AND PROGRESS UP GRADIENT. PROPOSED INTERFACE POINTS (CROSSINGS) WITH EXISTING UNDERGROUND UTILITIES SHALL BE FIELD VERIFIED BY TEST PIT PRIOR TO COMMENCEMENT OF CONSTRUCTION.

- CONTRACTOR MUST VERTICALLY AND HORIZONTALLY LOCATE ALL UTILITIES AND SERVICES INCLUDING, BUT NOT LIMITED TO, GAS, WATER, ELECTRIC, SANITARY AND STORM SEWER, TELEPHONE, CABLE, FIBER OPTIC CABLE, ETC. WITHIN THE LIMITS OF DISTURBANCE OR WORK SPACE, WHICHEVER IS GREATER. THE CONTRACTOR MUST USE REFER TO, AND COMPLY WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY NOTIFICATION SYSTEM TO LOCATE ALL THE UNDERGROUND UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DAMAGE TO ANY EXISTING UTILITIES DURING CONSTRUCTION, AT NO COST TO THE OWNER. CONTRACTOR SHALL BEAR ALL COSTS ASSOCIATED WITH DAMAGE TO ANY EXISTING UTILITIES DURING CONSTRUCTION.

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW ALL CONSTRUCTION CONTRACT DOCUMENTS INCLUDING, BUT NOT LIMITED TO, ALL OF THE DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THE PROJECT WORK SCOPE PRIOR TO THE INITIATION AND COMMENCEMENT OF CONSTRUCTION. SHOULD THE CONTRACTOR FIND A CONFLICT AND/OR DISCREPANCY BETWEEN THE DOCUMENTS RELATIVE TO THE SPECIFICATIONS OR THE RELATIVE OR APPLICABLE CODES, REGULATIONS, LAWS, RULES, STATUTES AND/OR ORDINANCES, IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO NOTIFY THE PROJECT ENGINEER OF RECORD. IN WRITING, OF SAID CONFLICT AND/OR DISCREPANCY PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR'S FAILURE TO NOTIFY THE PROJECT ENGINEER SHALL CONSTITUTE CONTRACTOR'S FULL AND COMPLETE ACCEPTANCE OF ALL RESPONSIBILITY TO COMPLETE THE SCOPE OF WORK AS DEFINED BY THE DRAWINGS AND IN FULL COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS, LAWS, RULES, STATUTES, ORDINANCES AND CODES AND, FURTHER, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH SAME.

- THE CONTRACTOR MUST LOCATE AND CLEARLY AND UNAMBIGUOUSLY DEFINE VERTICALLY AND HORIZONTALLY ALL ACTIVE AND INACTIVE UTILITY AND/OR SERVICE SYSTEMS THAT ARE TO BE REMOVED. THE CONTRACTOR IS RESPONSIBLE TO PROTECT AND MAINTAIN ALL ACTIVE AND INACTIVE SYSTEMS THAT ARE NOT BEING REMOVED/LOCATED DURING SITE ACTIVITY.

- THE CONTRACTOR MUST FAMILIARIZE ITSELF WITH THE APPLICABLE UTILITY SERVICE PROVIDER REQUIREMENTS AND IS RESPONSIBLE FOR ALL COORDINATION REGARDING UTILITY DEMOLITION AS IDENTIFIED OR REQUIRED FOR THE PROJECT. THE CONTRACTOR MUST COORDINATE WITH THE UTILITY SERVICE PROVIDER PRIOR TO THE START OF ANY AND ALL SERVICES HAVE BEEN TERMINATED AND ABANDONED IN ACCORDANCE WITH THE JURISDICTION AND UTILITY COMPANY REQUIREMENTS AND ALL OTHER APPLICABLE REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES.

- THE CONTRACTOR MUST INSTALL ALL STORM SEWER AND SANITARY SEWER COMPONENTS WHICH FUNCTION BY GRAVITY PRIOR TO THE INSTALLATION OF ALL OTHER UTILITIES.

- CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF SITE PLAN DOCUMENTS AND ARCHITECTURAL DESIGN FOR EXACT BUILDING UTILITY CONNECTION LOCATIONS, GREASE TRAP REQUIREMENTS/DETAILS, DOOR ACCESS, AND EXTERIOR GRADING. THE ARCHITECT WILL DETERMINE THE UTILITY SERVICE SIZES. THE CONTRACTOR MUST COORDINATE INSTALLATION OF UTILITIES WITH THE INDIVIDUAL COMPANIES TO AVOID CONFLICTS AND TO ENSURE THAT PROPER DEPTHS ARE ACHIEVED. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT INSTALLATION OF ALL IMPROVEMENTS COMPLIES WITH ALL UTILITY REQUIREMENTS WITH JURISDICTION AND/OR CONTROL OF THE SITE, AND ALL OTHER APPLICABLE REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES AND, FURTHER, IS RESPONSIBLE FOR COORDINATING THE UTILITY TI-E-INCONNECTIONS PRIOR TO CONNECTING TO THE EXISTING UTILITY/SERVICE. WHERE A CONFLICT(S) EXISTS BETWEEN THESE SITE PLANS AND THE ARCHITECTURAL PLANS, OR WHERE ARCHITECTURAL PLAN UTILITY CONNECTION POINTS DIFFER, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE ENGINEER, IN WRITING, AND PRIOR TO CONSTRUCTION, RESOLVE SAME.

- WATER SERVICE MATERIALS, BURIAL DEPTH, AND COVER REQUIREMENTS MUST BE SPECIFIED BY THE LOCAL UTILITY COMPANY. CONTRACTOR'S PRICE FOR WATER SERVICE MUST INCLUDE ALL FEES, COSTS AND APPURTENANCES REQUIRED BY THE UTILITY AND SUBURBAN AREAS WITHIN THE PROJECT LIMITS. CONTRACTOR MUST CONTACT THE APPLICABLE MUNICIPALITY TO CONFIRM THE PROPER WATER METER AND VALVE, PRIOR TO COMMENCING CONSTRUCTION.

- ALL NEW UTILITIES/SERVICES, INCLUDING ELECTRIC, TELEPHONE, CABLE TV, ETC. ARE TO BE INSTALLED UNDERGROUND. ALL NEW UTILITIES/SERVICES MUST BE INSTALLED IN ACCORDANCE WITH THE UTILITY/SERVICE PROVIDER INSTALLATION SPECIFICATIONS AND STANDARDS.

- SITE GRADING MUST BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT REFERENCED IN THIS PLAN SET. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING AND REPLACING UNSUITABLE MATERIALS WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL REPORT. ALL EXCAVATED OR FILLED AREAS MUST BE COMPACTED AS OUTLINED IN THE GEOTECHNICAL REPORT. MOISTURE CONTENT AT TIME OF PLACEMENT MUST BE SUBMITTED IN A COMPACTION REPORT PREPARED BY A QUALIFIED GEOTECHNICAL ENGINEER, REGISTERED WITH THE STATE WHERE THE WORK IS PERFORMED, VERIFYING THAT ALL FILLED AREAS WITHIN THE PROJECT LIMITS, INCLUDING THE PAD AREAS AND AREAS TO BE PAVED HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT AND ALL APPLICABLE REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES. MATERIALS AND MATERIALS SUBBASES, CURBS, OR ASPHALT MUST BE FREE OF ORGANICS AND OTHER UNSUITABLE MATERIALS. SHOULD SUBBASE BE DEEMED UNSUITABLE BY OWNER/DEVELOPER, OR OWNER/DEVELOPER'S REPRESENTATIVE, SUBBASE IS TO BE REMOVED AND FILLED WITH APPROVED FILL MATERIAL, COMPACTED AS DIRECTED BY THE GEOTECHNICAL REPORT. EARTHWORK ACTIVITIES INCLUDING, BUT NOT LIMITED TO, BACKFILL, BACKFILL, AND COMPACTION, MUST COMPLY WITH THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT AND ALL APPLICABLE REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES. EARTHWORK ACTIVITIES MUST COMPLY WITH THE STANDARD STATE DOT SPECIFICATIONS FOR ROADWAY CONSTRUCTION (LATEST EDITION) AND ANY AMENDMENTS OR REVISIONS THERETO.

- ALL FILL, COMPACTION, AND BACKFILL MATERIALS REQUIRED FOR UTILITY INSTALLATION MUST BE AS PER THE RECOMMENDATIONS PROVIDED IN THE GEOTECHNICAL REPORT AND MUST BE COORDINATED WITH THE APPLICABLE UTILITY COMPANY SPECIFICATIONS AND REQUIREMENTS. THE CONTRACTOR MUST COMPLY WITH THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT AND ALL APPLICABLE REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES. EARTHWORK ACTIVITIES MUST COMPLY WITH THE STANDARD STATE DOT SPECIFICATIONS FOR ROADWAY CONSTRUCTION (LATEST EDITION) AND ANY AMENDMENTS OR REVISIONS THERETO.

- THE CONTRACTOR MUST COMPLY, TO THE FULLEST EXTENT, WITH THE LATEST OSHA STANDARDS AND REGULATIONS, AND/OR ANY OTHER AGENCY WITH JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE MEANS AND METHODS REQUIRED TO MEET THE INTENT AND PERFORMANCE CRITERIA OF OSHA, AS WELL AS ANY OTHER ENTITY THAT HAS JURISDICTION FOR EXCAVATION AND/OR TRENCHING PROCEDURES AND CONSULTANT SHALL HAVE NO RESPONSIBILITY FOR OR AS RELATED FOR OR AS RELATED TO EXCAVATION AND TRENCHING PROCEDURES.

- PAVEMENT MUST BE SAW CUT IN STRAIGHT LINES, AND EXCEPT FOR EDGE OF BUTT JOINTS, MUST EXTEND TO THE FULL DEPTH OF THE EXISTING PAVEMENT. ALL DEBRIS FROM REMOVAL OPERATIONS MUST BE REMOVED FROM THE SITE AT THE TIME OF EXCAVATION. STOCKPILING OF DEBRIS WILL NOT BE PERMITTED.

- THE TOPS OF EXISTING MANHOLES, INLET STRUCTURES, AND SANITARY CLEANOUT TOPS MUST BE ADJUSTED, AS NECESSARY, TO MATCH PROPOSED GRADES IN ACCORDANCE WITH ALL APPLICABLE STANDARDS, REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES.

- DURING THE INSTALLATION OF SANITARY SEWER, STORM SEWER, AND ALL UTILITIES, THE CONTRACTOR MUST MAINTAIN A CONTEMPORANEOUS AND THOROUGH RECORD OF CONSTRUCTION TO IDENTIFY THE AS-INSTALLED LOCATIONS OF ALL UNDERGROUND INFRASTRUCTURE. THE CONTRACTOR MUST CAREFULLY NOTE ANY INSTALLATIONS THAT DEViate FROM THE INFORMATION CONTAINED IN THE UTILITY PLAN. THIS RECORD MUST BE KEPT ON A CLEAN COPY OF THE SITE PLAN, WHICH CONTRACTOR MUST PROMPTLY PROVIDE TO THE OWNER AT THE COMPLETION OF WORK.

- WHEN THE SITE IMPROVEMENT PLANS INVOLVE MULTIPLE BUILDINGS, SOME OF WHICH MAY BE BUILT AT A LATER DATE, THE CONTRACTOR MUST EXTEND AND UPON THE EXISTING PLAN, INDICATE THE LOCATION OF ALL SANITARY AND ALL UTILITIES, AND IRRIGATION LINE, TO A POINT AT LEAST FIVE (5) FEET BEYOND THE PAVED AREAS FOR WHICH THE CONTRACTOR IS RESPONSIBLE. CONTRACTOR MUST CAP ENDS AS APPROPRIATE, MARK LOCATIONS WITH A 2X4, AND MUST NOTE THE LOCATION OF ALL OF THE ABOVE ON A CLEAN COPY OF THE SITE PLAN, WHICH CONTRACTOR MUST PROMPTLY PROVIDE TO THE OWNER UPON COMPLETION OF THE WORK.

- THE CONTRACTOR IS FULLY RESPONSIBLE FOR VERIFICATION OF EXISTING TOPOGRAPHIC INFORMATION AND UTILITY INVERT ELEVATIONS PRIOR TO COMMENCING ANY CONSTRUCTION. CONTRACTOR MUST CONFIRM AND ENSURE 0.75% MINIMUM SLOPE AGAINST ALL ISLANDS, GUTTERS, AND CURBS; 1.0% ON ALL CONCRETE SURFACES, AND 1.5% MINIMUM ON ASPHALT (EXCEPT WHERE ADA REQUIREMENTS LIMIT GRADES), TO PREVENT PONDING. CONTRACTOR MUST IMMEDIATELY IDENTIFY, IN WRITING TO THE ENGINEER, ANY DISCREPANCIES THAT MAY OR COULD AFFECT THE PUBLIC SAFETY, HEALTH OR GENERAL WELFARE OR PRODUCE EXCESSIVE CONSTRUCTION COSTS. IF CONTRACTOR PROCEEDS WITH CONSTRUCTION WITHOUT PROVIDING PROPER NOTIFICATION, MUST BE AT THE CONTRACTOR'S OWN RISK AND, FURTHER, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE DESIGN ENGINEER FOR ANY DAMAGES, COSTS, INJURIES, ATTORNEYS' FEES AND THE LIKE WHICH RESULT FROM SAME.

- PROPOSED TOP OF CURB ELEVATIONS ARE GENERALLY 6" ABOVE EXISTING LOCAL ASPHALT GRADE UNLESS OTHERWISE NOTED. FIELD ADJUST TO CREATE A MINIMUM OF 0.75% GUTTER GRADE ALONG CURB FACE. IT IS CONTRACTOR'S OBLIGATION TO ENSURE THAT DESIGN ENGINEER APPROVES FINAL CURBING CUT SHEETS PRIOR TO INSTALLATION OF SAME.

- REFER TO SITE PLAN FOR ADDITIONAL NOTES.

- IN THE EVENT OF DISCREPANCIES AND/OR CONFLICTS BETWEEN PLANS OR RELATIVE TO OTHER PLANS, THE SITE PLAN WILL TAKE PRECEDENCE AND CONTROL. CONTRACTOR MUST IMMEDIATELY NOTIFY THE DESIGN ENGINEER, IN WRITING, OF ANY DISCREPANCIES AND/OR CONFLICTS.

- CONTRACTOR IS REQUIRED TO SECURE ALL NECESSARY AND/OR REQUIRED PERMITS AND APPROVALS FOR ALL OFF SITE MATERIAL SOURCES AND DISPOSAL FACILITIES. CONTRACTOR MUST SUPPLY A COPY OF APPROVALS TO ENGINEER AND OWNER PRIOR TO INITIATING WORK.

- WHERE RETAINING WALLS (WHETHER OR NOT THEY MEET THE JURISDICTIONAL DEFINITION) ARE IDENTIFIED ON PLANS, ELEVATIONS IDENTIFIED ARE FOR THE EXPOSED PORTION OF THE WALL. WALL FOOTINGS/FOUNDATION ELEVATIONS ARE NOT IDENTIFIED HEREIN AND ARE TO BE SET/DETERMINED BY THE CONTRACTOR BASED ON FINAL STRUCTURAL DESIGN SHOP DRAWINGS PREPARED BY THE APPROPRIATE PROFESSIONAL LICENSEE IN THE STATE WHERE THE CONSTRUCTION OCCURS.

- STORM DRAINAGE PIPE:

UNLESS INDICATED OTHERWISE, ALL STORM SEWER PIPE MUST BE REINFORCED CONCRETE PIPE (RCP) CLASS III WITH SILT TIGHT JOINTS. WHEN HIGH-DENSITY POLYETHYLENE PIPE (HDPE) IS CALLED FOR ON THE PLANS, IT MUST CONFORM TO AASHTO M254 AND TYPE S (SMOOTH INTERIOR WITH ANGULAR CORRUGATIONS) WITH GASKET FOR SILT TIGHT JOINT. PVC PIPE FOR ROOF DRAIN CONNECTION MUST BE SDR 26 OR SCHEDULE 40 UNLESS INDICATED OTHERWISE.

- SANITARY SEWER PIPE MUST BE POLYVINYL CHLORIDE (PVC) SDR 35 EXCEPT WHERE INDICATED OTHERWISE. SANITARY LATERAL MUST BE PVC SCHEDULE 40 OR PVC SDR 26 UNLESS INDICATED, IN WRITING, OTHERWISE.

- STORM AND SANITARY SEWER PIPE LENGTHS INDICATED ARE NOMINAL AND MEASURED CENTER OF INLET AND/OR MANHOLES STRUCTURE TO CENTER OF STRUCTURE.

- STORMWATER ROOF DRAIN LOCATIONS ARE BASED ON PRELIMINARY ARCHITECTURAL PLANS. CONTRACTOR IS RESPONSIBLE TO AND FOR VERIFYING LOCATIONS OF SAME BASED ON FINAL ARCHITECTURAL PLANS.

- SEWERS CROSSING STREAMS AND/OR LOCATION WITHIN 10 FEET OF THE STREAM EMBANKMENT, OR WHERE SITE CONDITIONS SO INDICATE, MUST BE CONSTRUCTED OF STEEL, REINFORCED CONCRETE, DUCTILE IRON OR OTHER SUITABLE MATERIAL.

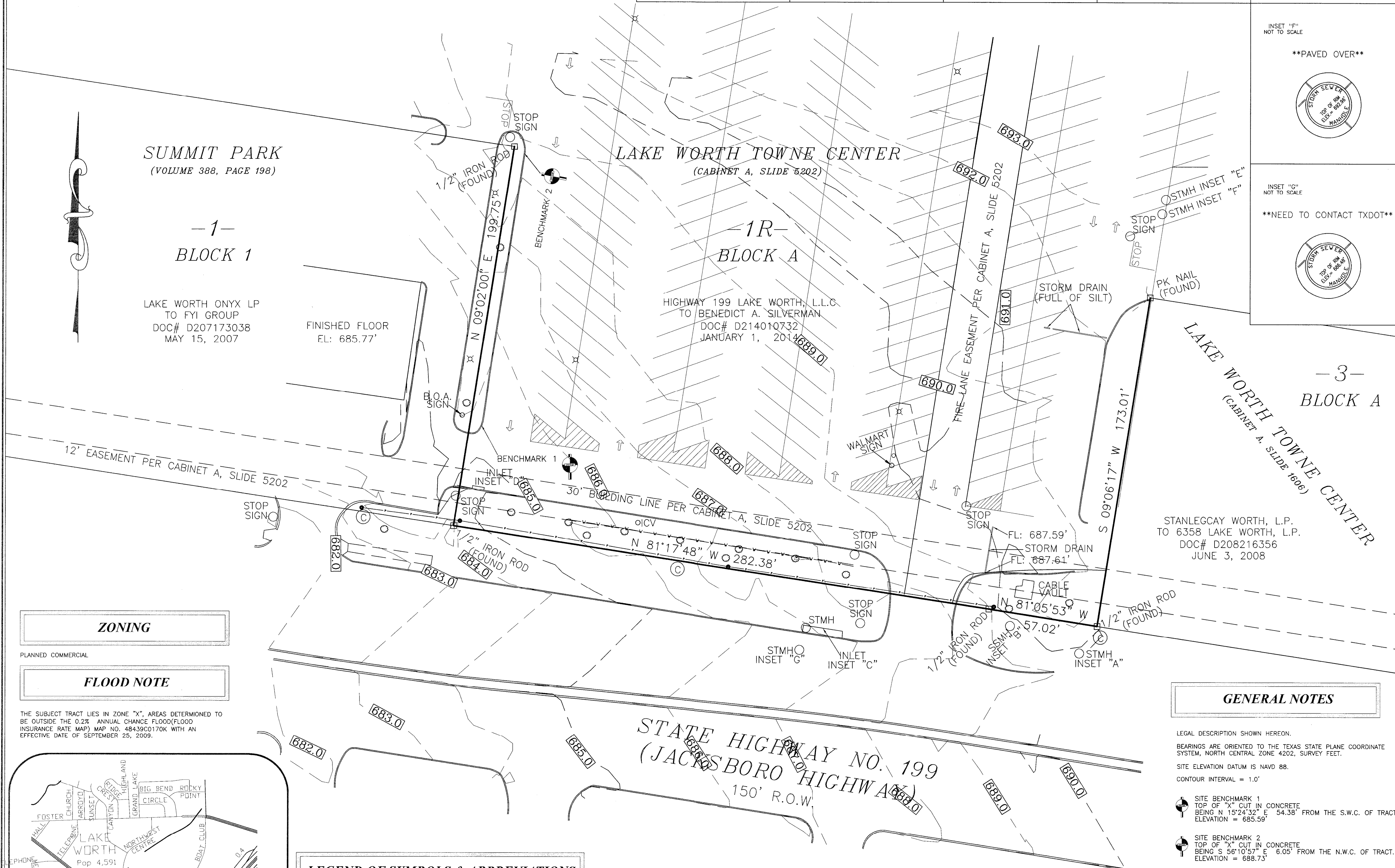
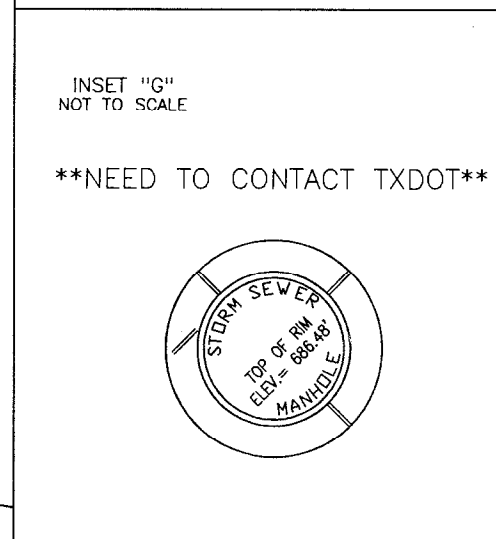
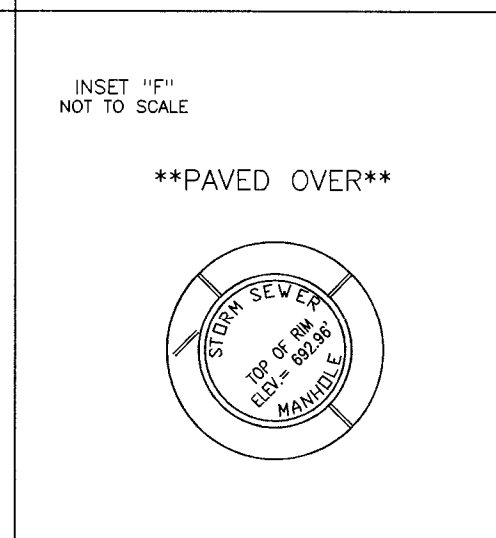
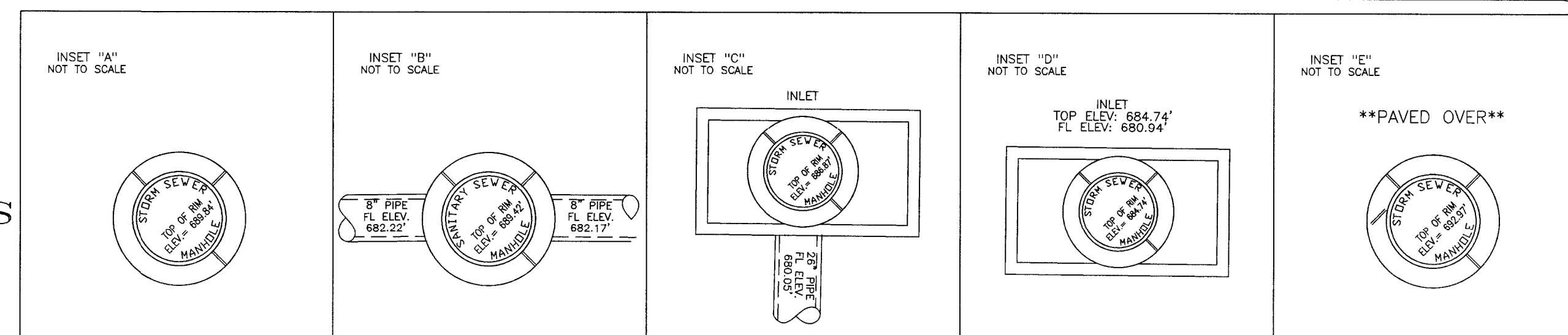
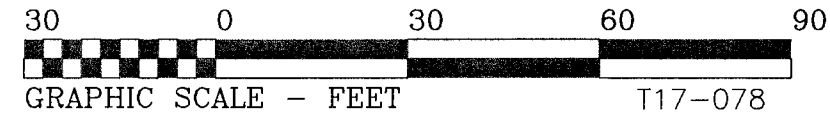
- SEWERS CONVEYING SANITARY FLOW, COMBINED SANITARY AND STORMWATER FLOW, OR INDUSTRIAL FLOW MUST BE SEPARATED FROM WATER MAINS BY A DISTANCE OF AT LEAST 10 FEET HORIZONTALLY. IF SUCH LATERAL SEPARATION IS NOT POSSIBLE, THE PIPES MUST BE IN SEPARATE TRENCHES WITH THE SEWER AT LEAST 18 INCHES BELOW THE BOTTOM OF THE WATER MAIN, OR SUCH OTHER SEPARATION AS APPROVED BY THE GOVERNMENT AGENCY WITH JURISDICTION OVER SAME.

- WHERE APPROPRIATE SEPARATION FROM A WATER MAIN IS NOT POSSIBLE, THE SEWER MUST BE ENCASED IN CONCRETE, OR CONSTRUCTED OF DUCTILE IRON PIPE USING MECHANICAL OR SLIP-ON JOINTS FOR A DISTANCE OF AT LEAST 10 FEET ON EITHER SIDE OF THE CROSSING. IN ADDITION, ONE FULL LENGTH OF SEWER PIPE SHOULD BE LOCATED SO BOTH JOINTS WILL BE AS FAR FROM THE WATER LINE AS POSSIBLE. WHERE A WATER MAIN CROSSES UNDER A SEWER, ADEQUATE STRUCTURAL SUPPORT FOR THE SEWER MUST BE PROVIDED.

- WATER MAIN PIPING MUST BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS AND SPECIFICATIONS OF THE LOCAL WATER PURVEYOR. IN THE ABSENCE OF SUCH REQUIREMENTS, WATER MAIN PIPING MUST BE CEMENT-LINED DUCTILE IRON (DIP) MINIMUM CLASS 52 THICKNESS. ALL PIPE AND APPURTENANCES MUST COMPLY WITH THE APPLICABLE AWWA STANDARDS IN EFFECT AT THE TIME OF APPLICATION.

- CONTRACTOR MUST ENSURE THAT ALL UTILITY TRENCHES LOCATED IN EXISTING PAVED ROADWAYS INCLUDING SEWER, WATER AND STORM SYSTEMS, MUST BE REPAIRED IN ACCORDANCE WITH REFERENCED MUNICIPAL, COUNTY AND/OR STATE DETAILS AS APPLICABLE. CONTRACTOR MUST COORDINATE INSPECTION AND APPROVAL OF COMPLETED WORK WITH THE AGENCY WITH JURISDICTION OVER SAME.

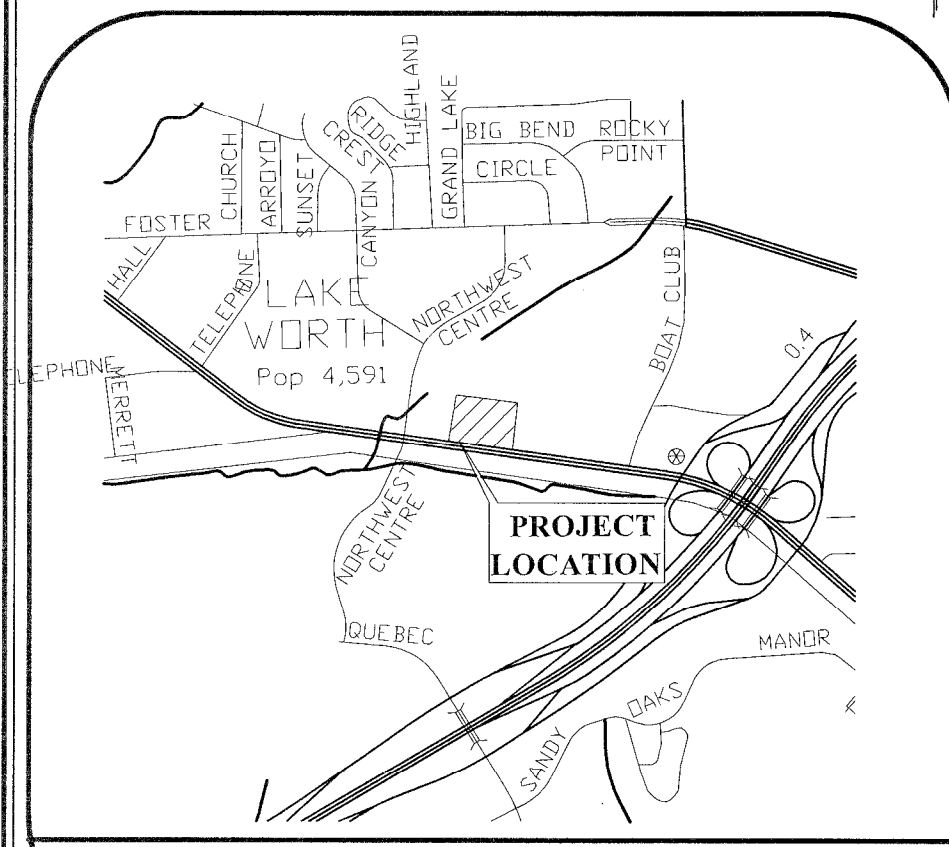
30 0 30 60 90
GRAPHIC SCALE - FEET T17-078



PLANNED COMMERCIAL






















FLOOD NOTE

THE SUBJECT TRACT LIES IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD(FLOOD INSURANCE RATE MAP) MAP NO. 48439C0170K WITH AN EFFECTIVE DATE OF SEPTEMBER 25, 2009.



VICINITY MAP

LEGEND OF SYMBOLS & ABBREVIATIONS

	WATER VALVE		LIGHT POLE
	SANITARY SEWER		GUY ANCHOR
	PEDESTAL BOX		MANHOLE
	FENCE		FIRE HYDRANT
	POWER LINE		HANDICAPPED PARKING
	POWER METER		PROPERTY CORNER
	POWER POLE		ELECTRIC BOX
	WATER LINE		GAS PIPELINE
	TELEPHONE LINE		GAS VALVE
	FIBER OPTIC LINE		UNDERGROUND CABLE
	UNDERGROUND CABLE BOX		


GENERAL NOTES

LEGAL DESCRIPTION SHOWN HEREON.

BEARINGS ARE ORIENTED TO THE TEXAS STATE PLANE COORDINATE
SYSTEM, NORTH CENTRAL ZONE 4202, SURVEY FEET.

SITE ELEVATION DATUM IS NAVD 88.

CONTOUR INTERVAL = 1.0'


 SITE BENCHMARK 1
 TOP OF "X" CUT IN CONCRETE
 BEING N 15°24'32" E 54.38' FROM THE S.W.C. OF TRACT.
 ELEVATION = 685.59'

 SITE BENCHMARK 2
 TOP OF "X" CUT IN CONCRETE
 BEING S 56°10'57" E 6.05' FROM THE N.W.C. OF TRACT.
 ELEVATION = 688.73'

UTILITY NOTES

The contractor(s) shall be responsible for confirming the location (horizontal & vertical) of any buried cables, conduits, pipes, and structures (storm sewer, sanitary sewer and water). The contractor(s) shall be responsible for confirming the location (horizontal & vertical) of gas, telephone, telephone and other utility easements which impact the construction site. The contractor(s) shall notify the owner if any discrepancies are found between the actual conditions and the data contained in the construction plans. Any costs incurred as a result of not verifying the actual location (horizontal & vertical) of said cables, conduits, pipes and structures shall be borne by the contractor(s).

Adequate research to determine the location of intended boundary lines was made. In accordance with the Texas Board of Professional Land Surveyors, General Rules and Practices, Section 663.16 (c), research to support the delineation of easements, rights-of-way and restrictive covenants was not performed. The location of utilities shown herein are from observed evidence of above ground appurtenances only. The surveyor was not provided with underground plans or surface ground markings to determine the location of any subterranean uses.

AS SURVEYED LEGAL DESCRIPTION

ALTA / ACSM LAND TITLE SURVEY

I, Philip W. Cornett, Registered Professional Land Surveyor do hereby certify to Bohler Engineering as of the date hereof that I have made a careful survey of a tract of land described as follows:

1. The accompanying survey was made on the ground and correctly shows the location of all buildings, structures and other improvements situated on the above premises and the courses and distances shown thereon are correct; and there are no visible encroachments on the subject property or upon adjacent and abutting said property except as shown hereon.

2. The title lines and the lines of actual possession are the same, except as shown.

3. The Property described hereon is the same as the property described in Title Commitment No. _____ (the Commitment), with an effective date of _____ that all easements, covenants and restrictions referenced in said title commitment are apparent from a physical inspection of the site or otherwise noted as to their effect on the subject property.

4. The subject tract lies in Zone "X", areas determined to be outside the 0.2% annual chance flood per Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 48439C0170K with an effective date of September 25, 2009, County of Tarrant, Texas, which is the current Flood Insurance Rate Map for the community in which said premises is situated.

5. State Highway No. 199 (Jacksboro Highway) is immediately adjacent to the subject property and no strips, gores or gaps are present.

6. The field-measured description of the subject property forms a mathematically closed figure.

7. The legal description shown on this plan describes the same property as that in the Commitment.

8. There are no gaps, gores, or strips in the parcels or lots that constitute the subject property.

This is to certify that this map or plot and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2010, and includes Items 1, 2, 3, 4, 6(b), 7(c), 7(b)(1), 8, 9, 11(a), 13, 14, 16, 17, 18, 19 and 20(a) of those items. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Texas, the maximum Relative Positional Accuracy of this survey does not exceed that which is specified therein.

PHILIP W. CORNETT
REGISTRATION NO. 5617
WITHIN THE STATE OF TEXAS
DATE OF SURVEY: MAY 10, 2017 "ON THE GROUND"
DATE OF LAST REVISION: MAY 18, 2017

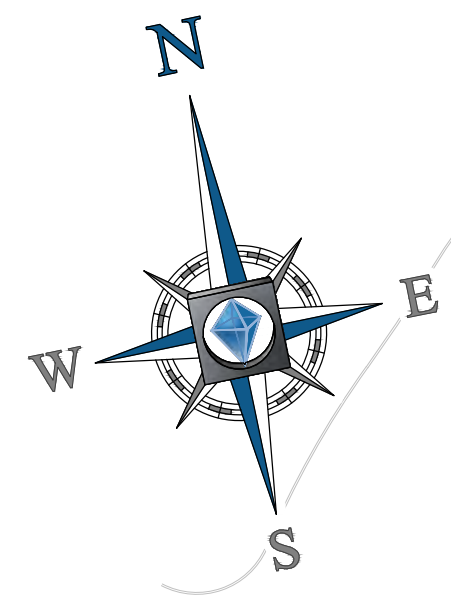
SURVEY PREPARED BY:
JOHN COWAN & ASSOCIATES, INC.
10147 COUNTY ROAD 135
FLINT, TEXAS 75762
PHONE: 903-581-2238
FAX: 903-561-0600
E-MAIL: www.txsurveys.com
TEXAS REGISTRATION CERTIFICATION NO. 10025500

SHEET 1 OF 1

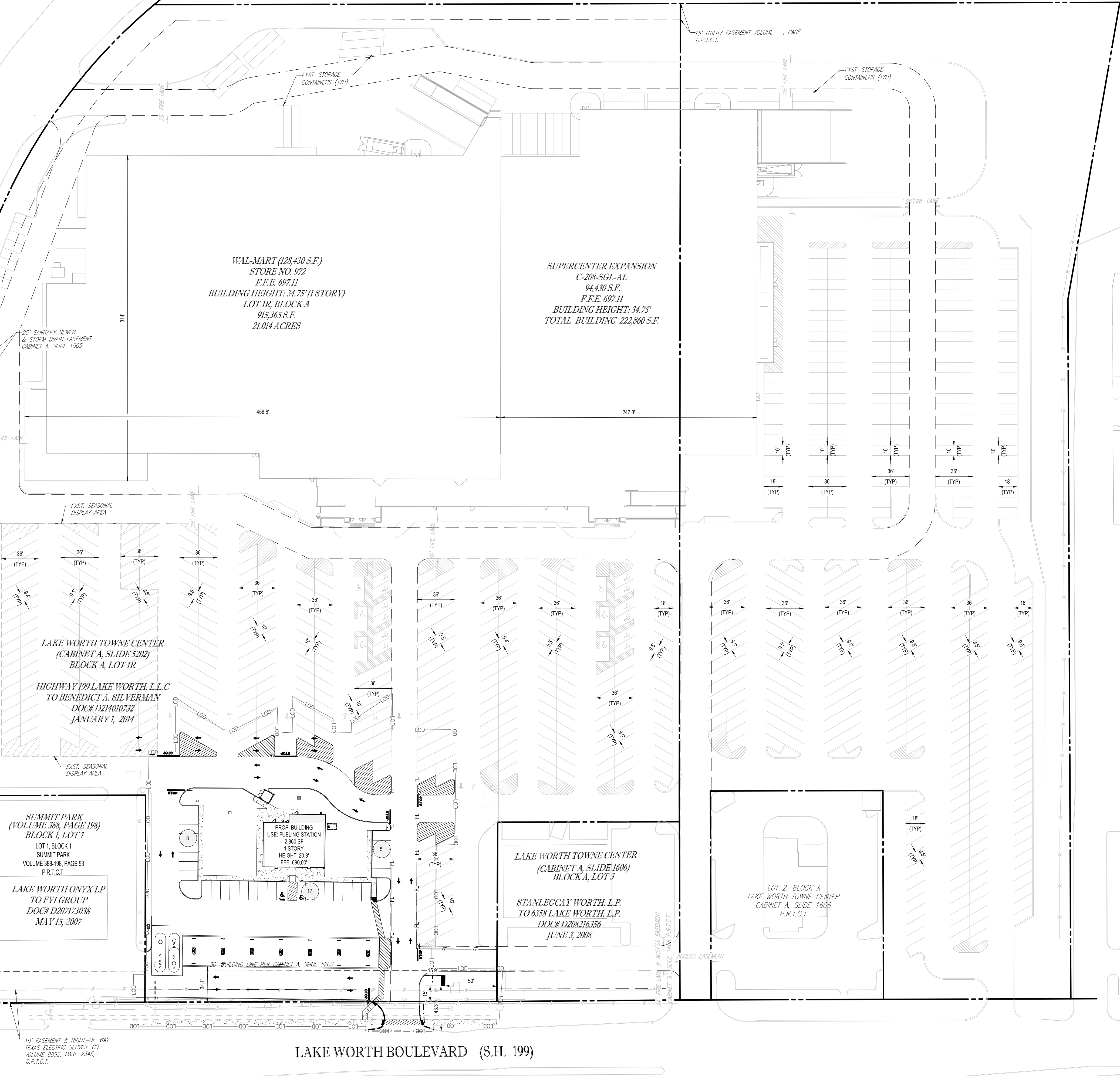
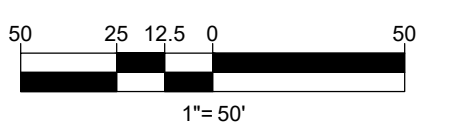
JOHN COWAN & ASSOCIATES, INC.
10147 COUNTY ROAD 135 FLINT, TEXAS 75762

10147 COUNTY ROAD 135, FLINT, TEXAS 75762
PH: (903) 581-2238 FAX: (903) 561-0600
FIRM REGISTRATION CERTIFICATION NO. 10025500

H:\17\1717005\DRAWINGS\PLAN SETS\1717005DPO.DWG PRINTED BY: MHAUBERT 4.05.18 @ 10:05 AM LAST SAVED BY: C.JONES



NORTHWEST CENTRE DRIVE



SITE PLAN NOTES:

1. ALL DIMENSIONS ARE FROM FACE OF CURB OR FACE OF BUILDING UNLESS NOTED OTHERWISE
2. ALL CURB RADII ARE 4' UNLESS NOTED OTHERWISE

LAND USE AND ZONING INFORMATION AND NOTES:

1. REFER TO GENERAL NOTES SHEET C-1.1
2. SURVEYOR: BENCHMARK GROUP OF TEXAS, INC.
899 PRESIDENTIAL DR. SUITE 110
RICHARDSON, TX 75081
3. APPLICANT: WALMART
2001 SE 10th ST
BENTONVILLE, AR 72716
4. OWNER: SILVERMAN BENEDICT A
ATTENTION: CIOMCARED REALTY
300 71ST SUITE 448
MIAMI BEACH, FL 33141
5. PARCEL: PPN: 2731740
COLLIN COUNTY
PLANO, TX 75023
EXISTING AREA: 21.01 AC
PROPOSED AREA: 21.01 AC
6. ZONED: PC - PLANNED COMMERCIAL

BULK REQUIREMENTS:		REQUIRED	PROPOSED
MIN. BUILDING SETBACK			
FRONT YARD		30'	128.3'
SIDE / REAR YARD		N/A	113.7'
PARKING REQUIREMENTS			
FUEL STATION, 5 SPACE / 1,000 SF		15	30
RETAIL, 5 SPACE/1,000 SF		1,115	868
PARKING DIMENSIONS		9' x 18'	9' x 18'
MIN. AISLE WIDTH (TWO-WAY)		24'	24'
LAND USE			
WALMART		RETAIL	RETAIL
FUEL CENTER		FUEL STATION/ CONVENIENCE CENTER	FUEL STATION/ CONVENIENCE CENTER
ZONING			
ZONING DESIGNATION		PC - PLANNED COMMERCIAL	PC - PLANNED COMMERCIAL

GRAPHIC LEGEND

EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
---	PROPERTY/LEASE LINE	
---	ADJACENT LOT LINE	
---	BUILDING OR PARKING SETBACK	
---	LIMITS OF DISTURBANCE	---
---	CURB & GUTTER	---
---	SPILL CURB	---
---	FLUSH CURB	---
---	PARKING COUNT	#
---	PAVEMENT STRIPING - 4" SSYL	---
---	UTILITY POLE/LIGHT	---
---	STOP SIGN	---
---	ADA ACCESSIBLE PARKING SIGN	---
---	PAINTED STOP BAR	---
---	SANITARY MANHOLE	---
---	STORM MANHOLE	---
---	STORM INLET / CATCH BASIN	---
---	WATER VALVE	---
---	WATER METER	---
---	TREE	---



LOCATION MAP
SCALE: N.T.S.

BOHLER ENGINEERING

SITE PLANNING, CONSTRUCTION, SURVEYING, LAND SURVEYING, PROGRAM MANAGEMENT, PERMITTING SERVICES, SUSTAINABLE DESIGN, TRANSPORTATION SERVICES, LANDSCAPE ARCHITECTURE

RALEIGH, NC
ATLANTA, GA
TAMPA, FL
BALTIMORE, MD
NEW YORK, NY
PHILADELPHIA, PA
DALLAS - FT. WORTH, TX
CENTRAL VIRGINIA
NORTHERN VIRGINIA
NEW JERSEY

REVISIONS			
REV	DATE	COMMENT	BY
1	4/5/18	BUILDING LOCATION REVISION	MJH

811

KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG

It's fast. It's free. It's the law.

NOT APPROVED FOR CONSTRUCTION

PROJECT No.:	TD178006
DRAWN BY:	MJH
CHECKED BY:	DOC
DATE:	2/14/18
SCALE:	1"=50'
CAD I.D.:	SP0

PROJECT: **PROP. SITE PLAN DOCUMENTS** FOR

Walmart
Save money. Live better.

LOCATION OF SITE
STORE #0972
6364 LAKE WORTH BLVD
LAKE WORTH, TX 76135
LAKE WORTH TOWNE CENTER
BLOCK A, LOT 1R

BOHLER ENGINEERING

6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
REGISTRATION NUMBER: 18065

PLANS PREPARED BY
BOHLER ENGINEERING

FOR REVIEW PURPOSES ONLY
JORGE GONZALEZ-RODILES
LICENSE NUMBER: 117874

SHEET TITLE:
DEVELOPMENT PLAN

SHEET NUMBER:
C-3.0



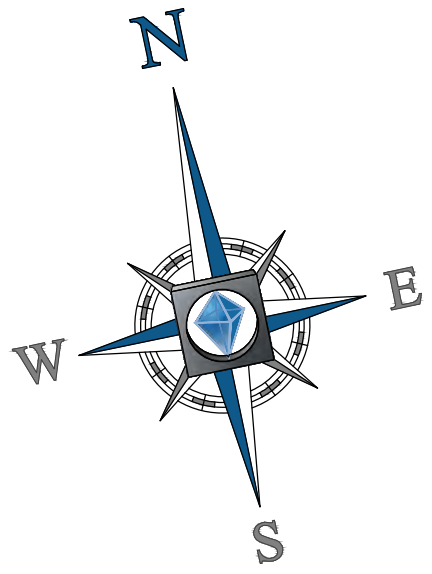
LOCATION MAP
SCALE: N.T.S.

DEVELOPMENT SCHEDULE			
OUT TO BID	RECEIVE PERMITS	BEGIN CONSTRUCTION	GRAND OPENING
4/27/18	5/18/18	5/19/18	9/12/18

- SITE PLAN NOTES:**
- SEE SHEET C-1.1 FOR GENERAL NOTES
 - SEE SHEETS C-7.0 THROUGH C-7.3 FOR DETAILS
 - ALL DIMENSIONS ARE FROM FACE OF CURB OR FACE OF BUILDING UNLESS NOTED OTHERWISE
 - ALL CURB RADI ARE 4' UNLESS NOTED OTHERWISE

LAND USE AND ZONING INFORMATION AND NOTES:

- SURVEYOR:** JOHN COWAN & ASSOCIATES, INC.
10147 COUNTY ROAD 135
FLINT, TX 75762
- APPLICANT:** WALMART
2001 SE 10th ST
BENTONVILLE, AR 72716
- OWNER:** SILVERMAN BENEDICT A
ATTENTION: COMCARED REALTY
300 71ST SUITE 448
MIAMI BEACH, FL 33141
- PARCEL:** PPN: 80674143
TARRANT COUNTY
LAKE WORTH, TX 76135
EXISTING AREA: 21.01 AC
PROPOSED AREA: 21.01 AC
PC - PLANNED COMMERCIAL
- ZONED:**



BULK REQUIREMENTS:		REQUIRED	PROPOSED
MIN. BUILDING SETBACK			
FRONT YARD		30'	128.3'
SIDE / REAR YARD		N/A	113.7'
PARKING REQUIREMENTS			
FUEL STATION, 5 SPACE / 1,000 SF		15	30
RETAIL, 5 SPACE/1,000 SF		1,115	868
PARKING DIMENSIONS		9' x 18'	9' x 18'
MIN. AISLE WIDTH (TWO-WAY)		24'	24'
LAND USE			
WALMART		RETAIL	RETAIL
FUEL CENTER		FUEL STATION/ CONVENIENCE CENTER	FUEL STATION/ CONVENIENCE CENTER
ZONING			
ZONING DESIGNATION		PC - PLANNED COMMERCIAL	PC - PLANNED COMMERCIAL

GRAPHIC LEGEND

EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
---	PROPERTY/LEASE	
---	ADJACENT LOT LINE	
---	BUILDING OR PARKING SETBACK	
---	LIMITS OF DISTURBANCE	---
---	CURB & GUTTER	---
---	FLASH CURB	---
---	UNDERGROUND WATER LINE	---
---	UNDERGROUND ELECTRIC LINE	---
---	UNDERGROUND TELEPHONE LINE	---
---	STORM SEWER	---
---	SANITARY SEWER LATERAL	---
---	PARKING COUNT	---
---	PAVEMENT STRIPING - 4" SSYL	---
---	UTILITY POLE/LIGHT	---
---	STOP SIGN UNLESS OTHERWISE NOTED	---
---	PAINTED STOP BAR	---
---	SANITARY MANHOLE	---
---	TREE	---
---	STORM INLET / CATCH BASIN	---
---	WATER METER	---
---	HYDRANT	---
---	FIRE LANE	---

PAVEMENT LEGEND

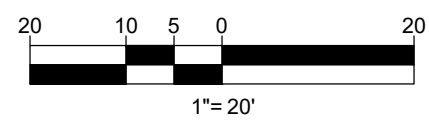
	DELINEATES PROPOSED HEAVY DUTY CONCRETE PAVEMENT
	DELINEATES PROPOSED CONCRETE SIDEWALK
	DELINEATES PROPOSED STANDARD DUTY CONCRETE PAVEMENT

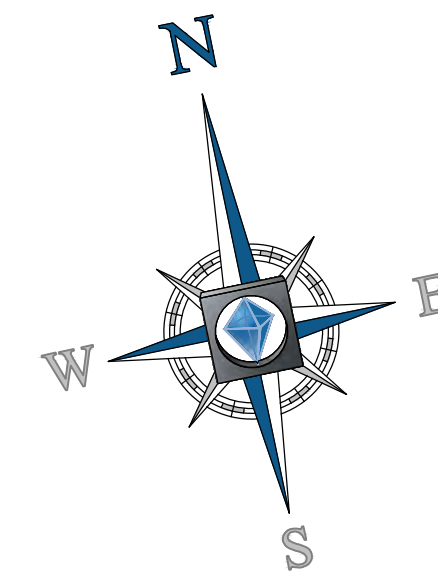
NO PAVING IS TO BE DONE OUTSIDE OF PROPOSED SAWCUT LINE

TEMPORARY BENCHMARKS

TBM #1 N: 6979631.8973 E: 2298084.7517 ELEV: 685.59 DESC: 'X' CUT IN CONCRETE CURB/GUTTER	TBM #2 N: 6979769.9542 E: 2298107.3227 ELEV: 688.73 DESC: 'X' CUT IN CONCRETE CURB/GUTTER
-------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------

LAKE WORTH BOULEVARD (S.H. 199)
(A 150' PUBLIC RIGHT-OF-WAY)





1. SEE SHEET C-1.1 FOR GENERAL UTILITY NOTES.
2. SDR 35 PVC PIPE SHALL BE USED FOR ALL SANITARY PIPING UP TO A DEPTH OF 15 FEET.
3. PVC SEWER PIPE AND FITTINGS SHALL CONFORM TO THE CURRENT ASTM DESIGNATION D 3034 FOR 4" THROUGH 15" AND ASTM DESIGNATION F 679 FOR GREATER THAN 15".
4. CONTRACTOR TO OBTAIN ANY NECESSARY PERMITS AND COORDINATE WITH CITY AND ADJACENT PROPERTY OWNERS FOR ANY ANTICIPATED SERVICE DISRUPTION.
5. CONTRACTOR TO PROVIDE NECESSARY FITTINGS TO CONNECT TO BUILDING SERVICE, SEE ARCHITECTURAL AND M.E.P. PLANS FOR FURTHER DETAIL.
6. CONTRACTOR TO OBTAIN ALL UTILITY PERMITS PRIOR TO BEGINNING CONSTRUCTION. A SEPARATE TxDOT PERMIT IS REQUIRED FOR ALL UTILITY WORK WITHIN THE TxDOT R.O.W.
7. SEE WATER PROFILE ON C-4.1 FOR VERTICAL DESIGN INFORMATION.
8. SEE SEWER PROFILE ON SHEET C-4.1 FOR VERTICAL DESIGN INFORMATION.
9. WATER SERVICE LINES SHALL BE TYPE K COPPER, AS SPECIFIED IN ASTM B88.

BOHLER
ENGINEERING

SITE CIVIL AND CONSULTING ENGINEERING

LAND SURVEYING
PROGRAM MANAGEMENT
CONSTRUCTION MANAGEMENT
TRANSPORTATION SERVICES

CHARLOTTE, NC
LEIGH VALEY PARK
SOUTHEASTERN PA
RENOBOTH BEACH DE
ATLANTA GA
SOUTH FLORIDA
SOUTHERN ARIZONA
DALLAS - FT. WORTH TX
CENTRAL VIRGINIA

UPSTATE NEW YORK
NEW ENGLAND
BOSTON MA
NEW YORK NY
PHILADELPHIA PA

THE INFORMATION CONTAINED IN THIS AD IS AN OFFER OF SERVICE ONLY. IT DOES NOT CONSTITUTE A CONTRACT. THE INFORMATION PROVIDED HEREIN SHOULD NOT BE USED FOR ANY PURPOSE WITHOUT PRIOR WRITTEN PERMISSION FROM BOHLER ENGINEERING.

[illegible]

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DRAWN BY:	MJH
CHECKED BY:	DOC
DATE:	2/14/18
SCALE:	1" = 20'
CAD I.D.:	UP0



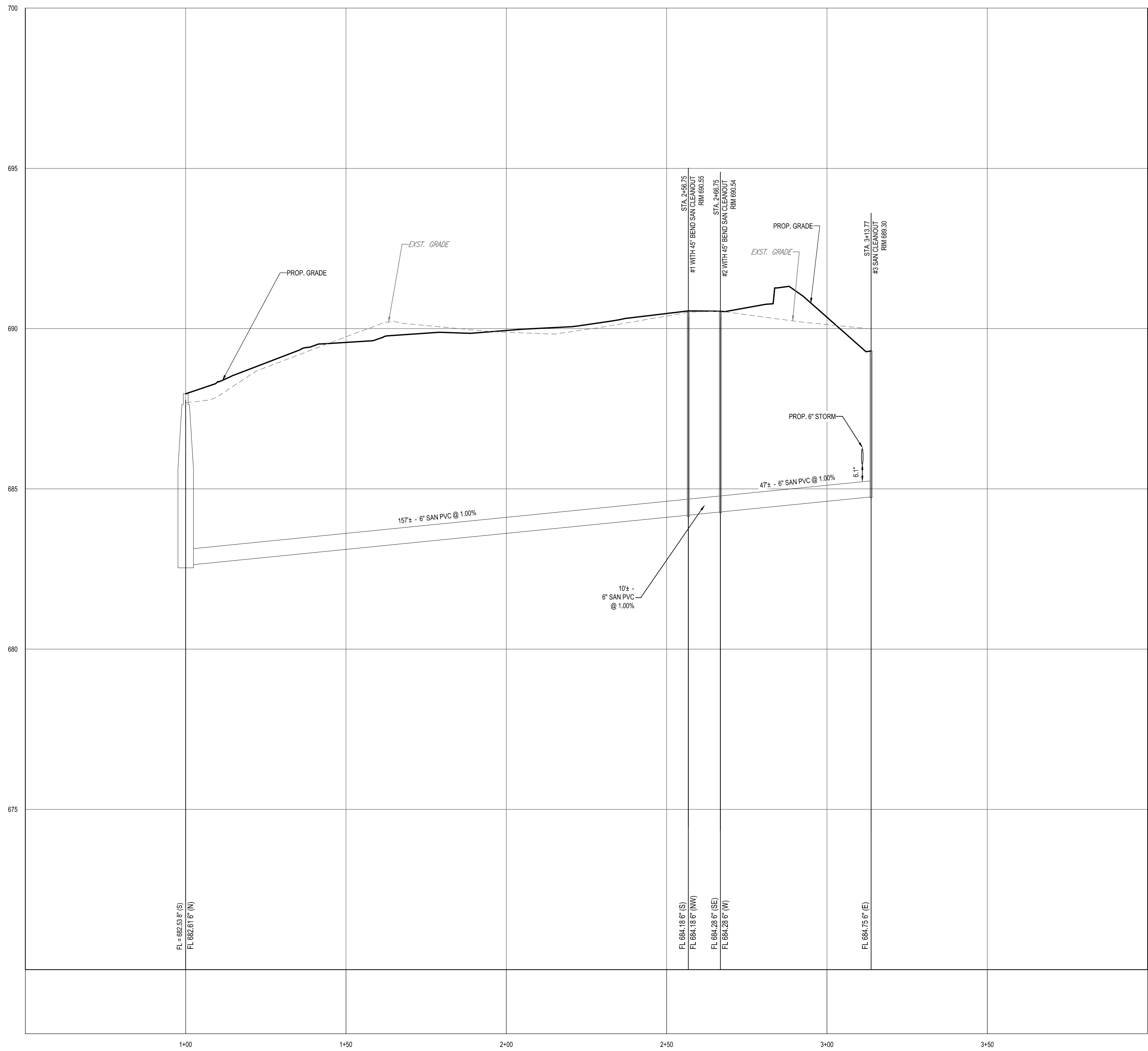
LOCATION OF SITE
STORE #0972
6364 LAKE WORTH BLVD
LAKE WORTH, TX 76135
LAKE WORTH TOWNE CENTER
BLOCK A, LOT 1R



SHEET NUMBER:
C-4.0

TBM #1
N: 6979631.8973'
E: 2298084.7517'
ELEV: 685.59'
DESC: 'X' CUT IN CONCRETE CURB/GUTTER

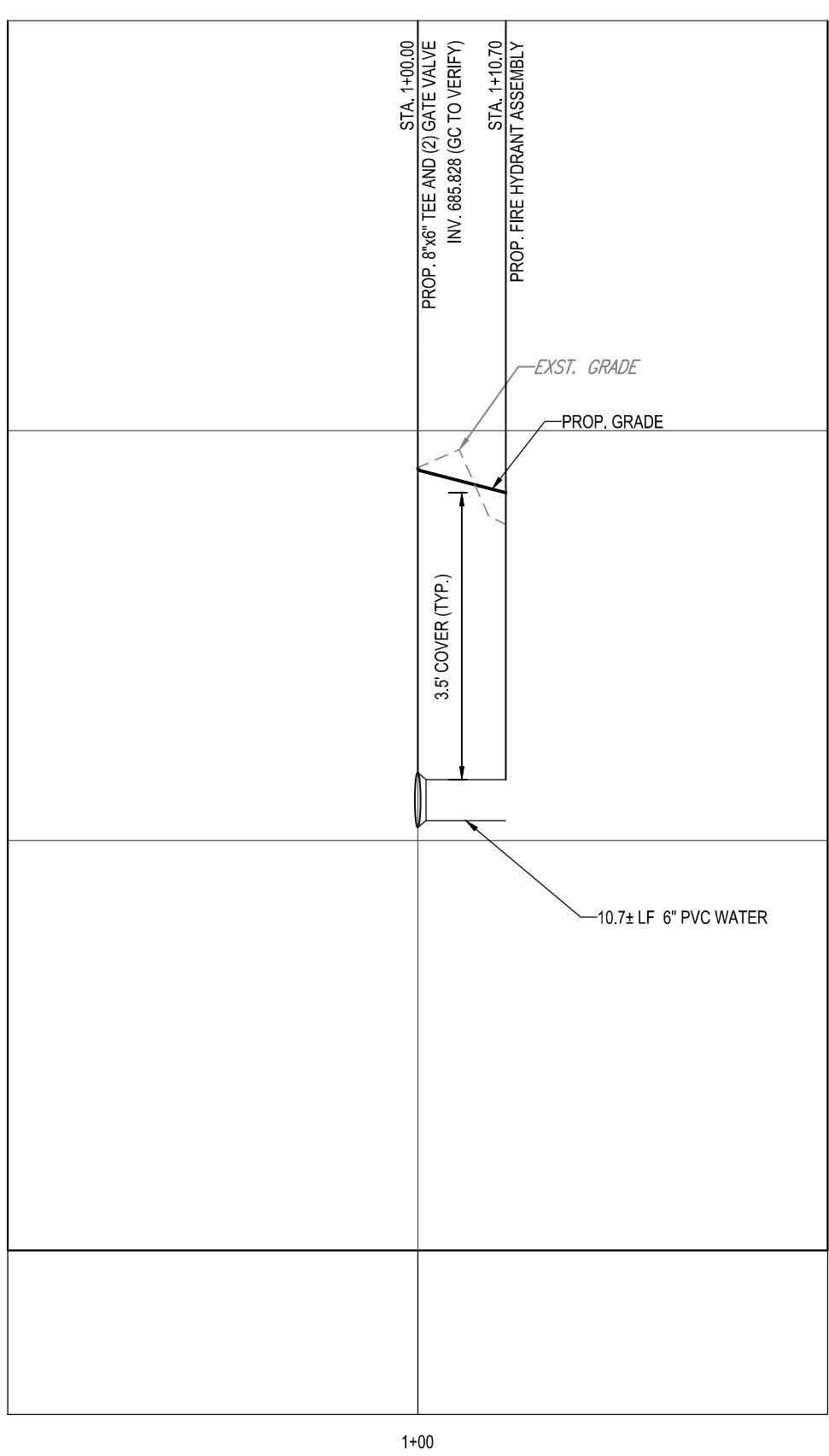
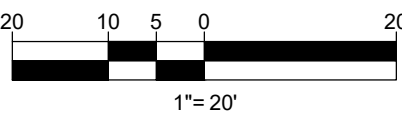
TBM #2
N: 6979769.9542'
E: 2298107.3227'
ELEV: 688.73'
DESC: 'X' CUT IN CONCRETE CURB/GUTTER



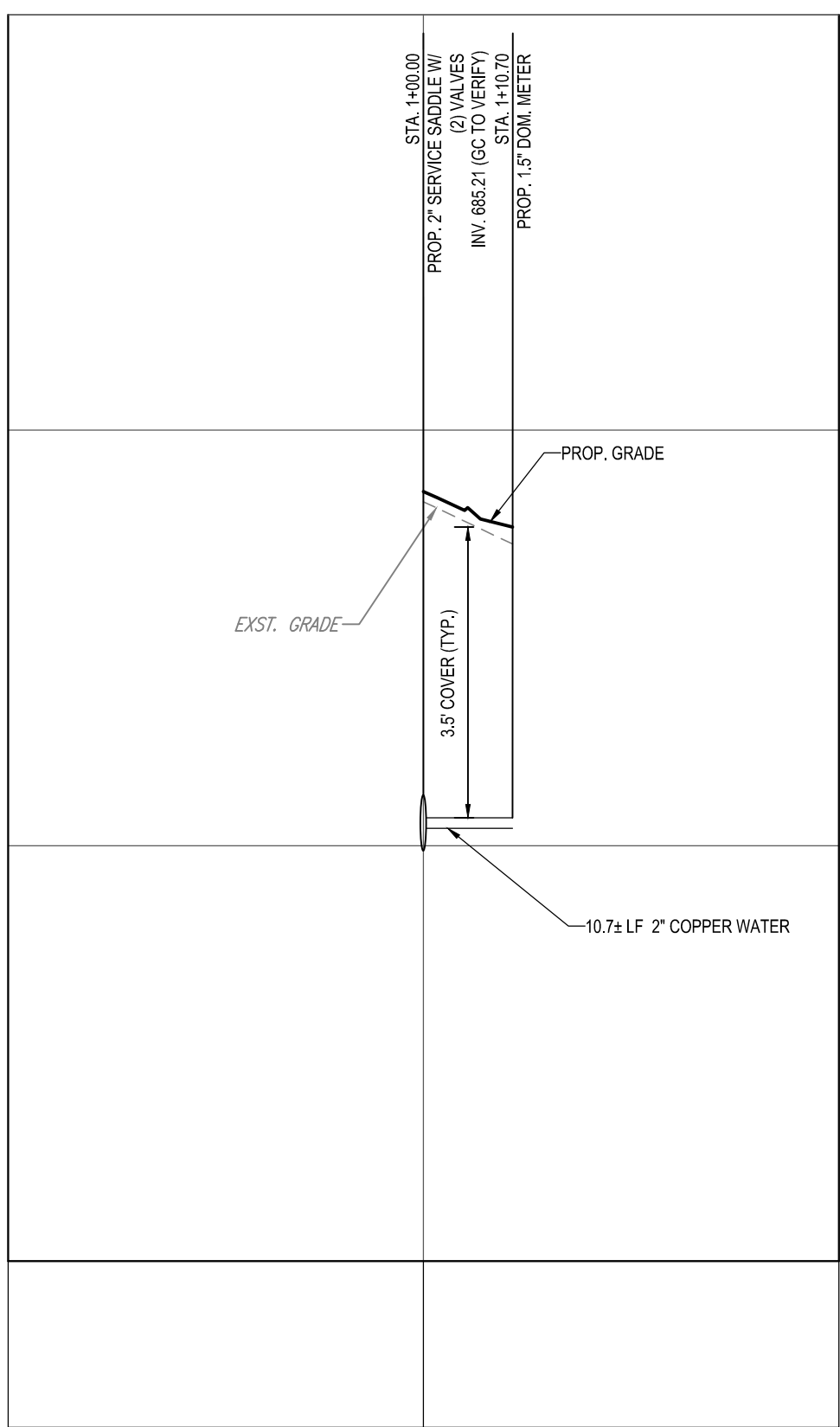
SEWER LINE SS-A
SCALE: 1"= 20' HORIZONTAL
1"= 2' VERTICAL

UTILITY NOTES:

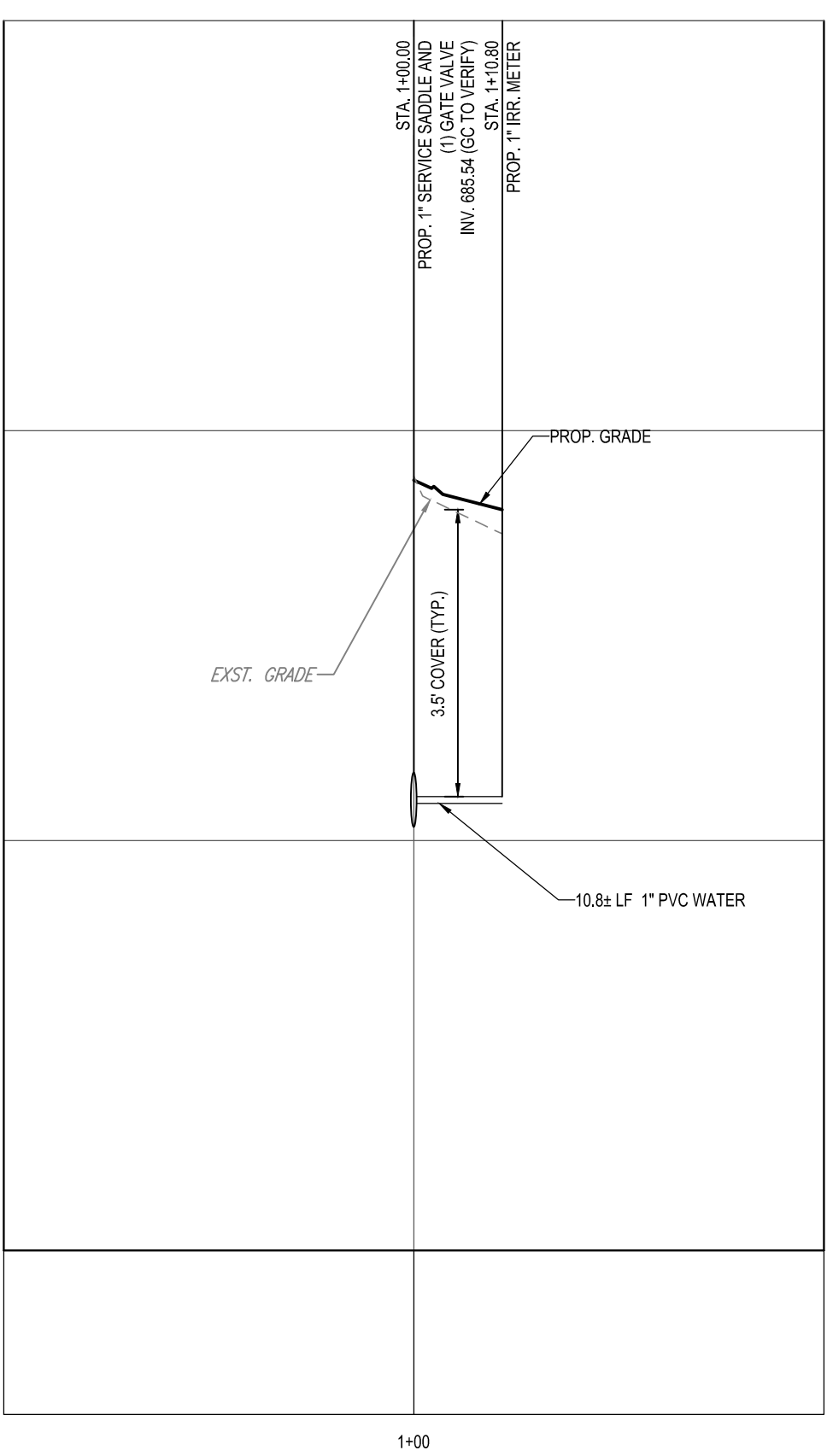
- SEE SHEET C-1.1 FOR GENERAL UTILITY NOTES.
- SDR 35 PVC PIPE SHALL BE USED FOR ALL SANITARY PIPING UP TO A DEPTH OF 15 FEET.
- PVC SEWER PIPE AND FITTINGS SHALL CONFORM TO THE CURRENT ASTM DESIGNATION D 3034 FOR 4" THROUGH 15" AND ASTM DESIGNATION F 679 FOR GREATER THAN 15".
- CONTRACTOR TO OBTAIN ANY NECESSARY PERMITS AND COORDINATE WITH CITY AND ADJACENT PROPERTY OWNERS FOR ANY ANTICIPATED SERVICE DISRUPTION.
- CONTRACTOR TO PROVIDE NECESSARY FITTINGS TO CONNECT TO BUILDING SERVICE, SEE ARCHITECTURAL AND M.E.P. PLANS FOR FURTHER DETAIL.
- WATER SERVICE LINES SHALL BE TYPE K COPPER, AS SPECIFIED IN ASTM B88.



WATER-1
SCALE: 1"= 20' HORIZONTAL
1"= 2' VERTICAL



WATER-3
SCALE: 1"= 20' HORIZONTAL
1"= 2' VERTICAL



WATER-2
SCALE: 1"= 20' HORIZONTAL
1"= 2' VERTICAL

TEMPORARY BENCHMARKS

TBM #1 N: 6979631.8973' E: 2298084.7517' ELEV: 685.59' DESC: 'X' CUT IN CONCRETE CURB/GUTTER
TBM #2 N: 6979769.9542' E: 2298107.3227' ELEV: 688.73' DESC: 'X' CUT IN CONCRETE CURB/GUTTER

BOHLER
ENGINEERING

LAND SURVEYING

LANDSCAPE ARCHITECTURE

TRANSPORTATION SERVICES

PERMITTING SERVICES

PROGRAM MANAGER

RALEIGH, NC

LEHIGH VALLEY, PA

ROCKFORD, IL

REHOBOTH BEACH, FL

BALTIMORE, MD

PHILADELPHIA, PA

NEW YORK, NY

ATLANTA, GA

PORTLAND, OR

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REVISIONS				
REV	DATE	COMMENT	BY	
1	4/5/18	BUILDING LOCATION REVISION	MJH	

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PROJECT No.: TD178006	
DRAWN BY: MJH	DOC
CHECKED BY: 2/14/18	
DATE: 2/14/18	
SCALE: 1" = 20'	UPO
CAD I.D.:	

PROJECT: PROP.

SITE PLAN DOCUMENTS

FOR

Save money. Live better.

LOCATION OF SITE
STORE #0972
6364 LAKE WORTH BLVD
LAKE WORTH, TX 76135
LAKE WORTH TOWNE CENTER
BLOCK A, LOT 1R

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6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
REGISTRATION NUMBER: 18065

BOHLER
ENGINEERING

PLANS PREPARED BY
JORGE GONZALEZ-RODILES
LICENSE NUMBER: 117874

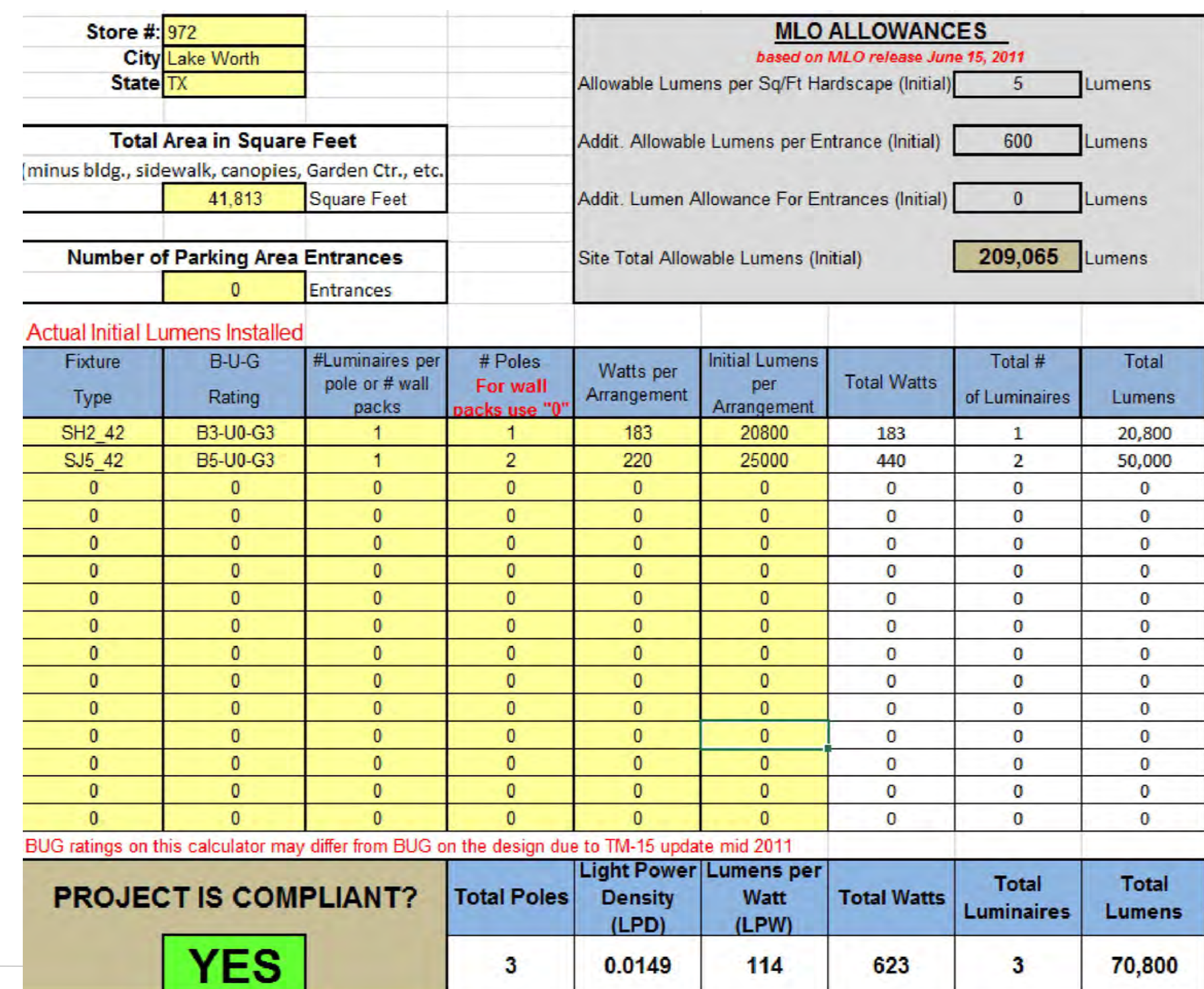
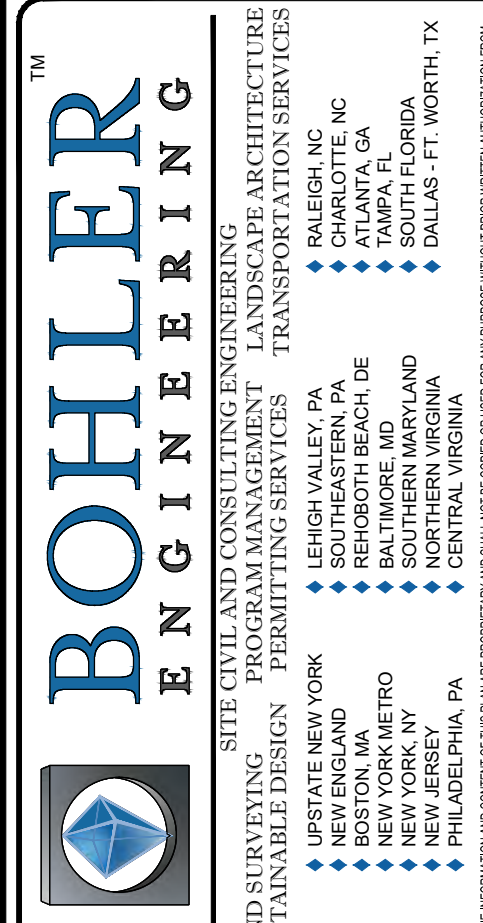
FOR REVIEW PURPOSES ONLY

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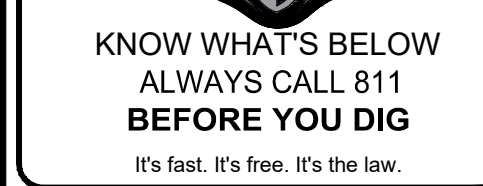
UTILITY PROFILES

SHEET NUMBER:

C-4.1



BUG ratings on this calculator may differ from BUG on the design due to TM-15 update mid 2011						
PROJECT IS COMPLIANT?	Total Poles	Light Power Density (LPD)	Lumens per Watt (LPW)	Total Watts	Total Luminaires	Total Lumens
	YES	3	0.0149	114	623	3

[illegible]

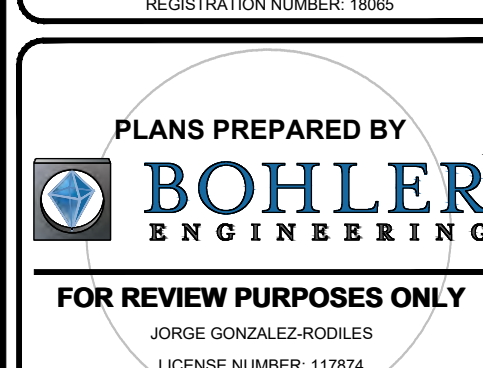
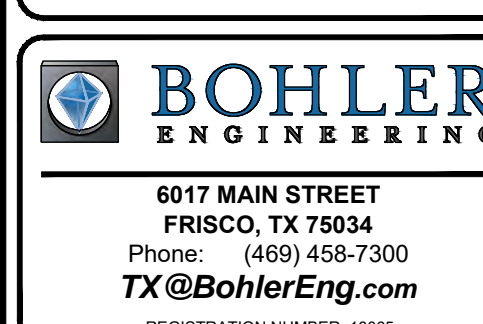
NOT APPROVED FOR
CONSTRUCTION

PROJECT No.:	TD17800
DRAWN BY:	MJ
CHECKED BY:	DO
DATE:	2/14/1
SCALE:	1" = 2'
CAD I.D.:	IP

PROJECT: PROP.
SITE PLAN
DOCUMENTS
FOR



LOCATION OF SITE
STORE #0972
6364 LAKE WORTH BLVD
LAKE WORTH, TX 76135
LAKE WORTH TOWNE CENTER
BLOCK A, LOT 1R



QUEST TITLE




SHEET TITLE:

LIGHTING PLAN

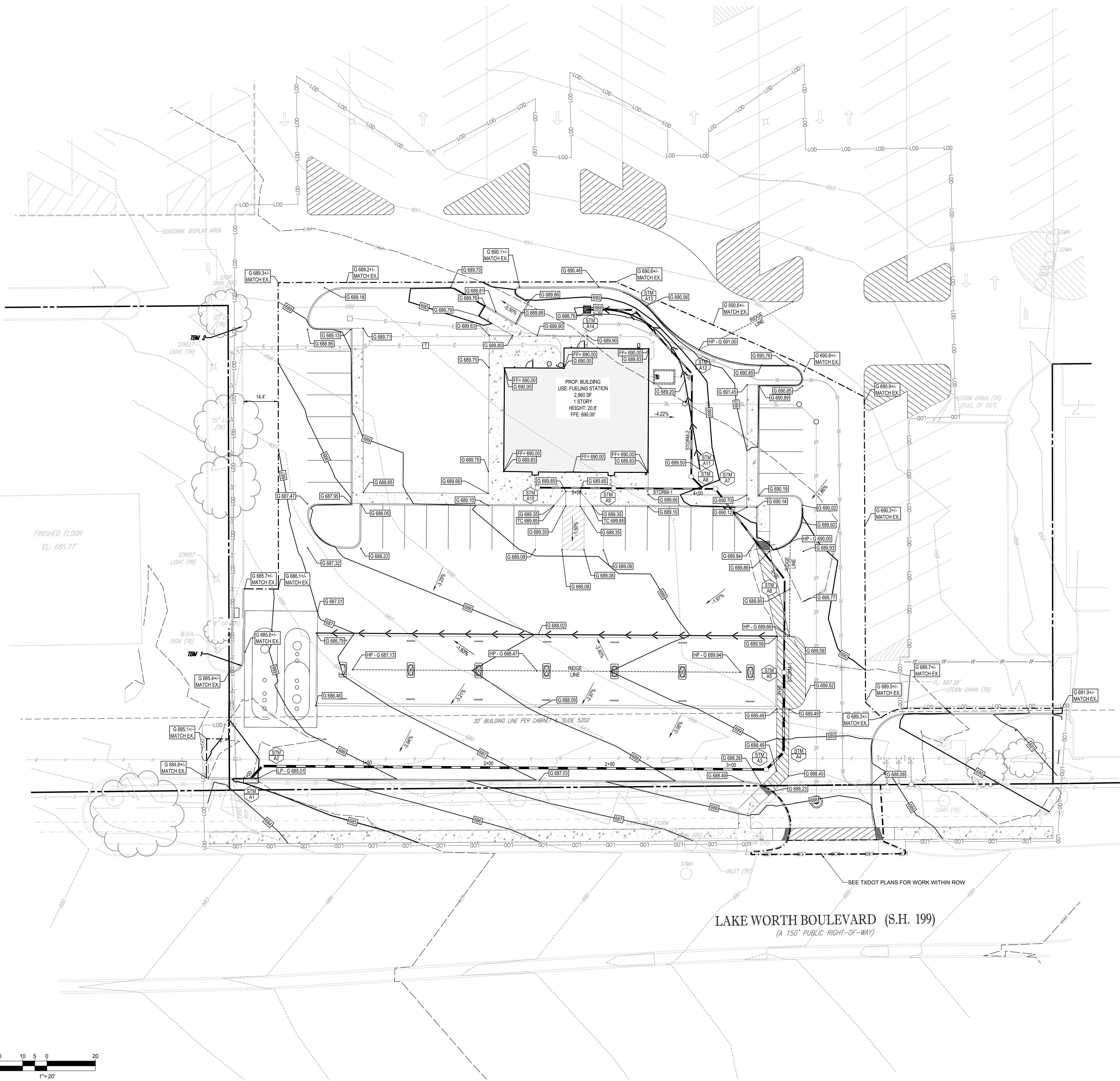
SHEET NUMBER:
C-42

C-1.2

Calculation Summary Illuminance Foot-candles					
Label	Avg	Max	Min	Avg/Min	Max/Min
PROP LINE VERT E	0.17	0.2	0.1	1.70	2.00
PROP LINE VERT S	1.44	2.5	0.1	14.40	25.00
PROP LINE VERT W	1.02	1.4	0.4	2.55	3.50
FUEL ZONE	22.17	44.8	1.1	20.15	40.73
PARKING ZONE	2.29	5.6	0.8	2.86	7.00

Luminaire Schedule								
Symbol	Qty	Label	Arrangement	LLF	Description	Arr. Watts	Arr. Lum. Lumens	BUG Rating
	1	SH2_42	SINGLE	0.855	1-EALP015HZAN750NDD1BLCKF 39ft pole on 3ft base	183	20800	B3-U0-G3
	2	SJ5_42	SINGLE	0.855	1-EALP015JSM750NDD1BLCKF 39ft pole on 3ft base	220	25000	B5-U0-G3
	28	C-1	SINGLE	1.000	CRS-SC-LED-64-HO-CW-UE	155	13596	B3-U0-G1

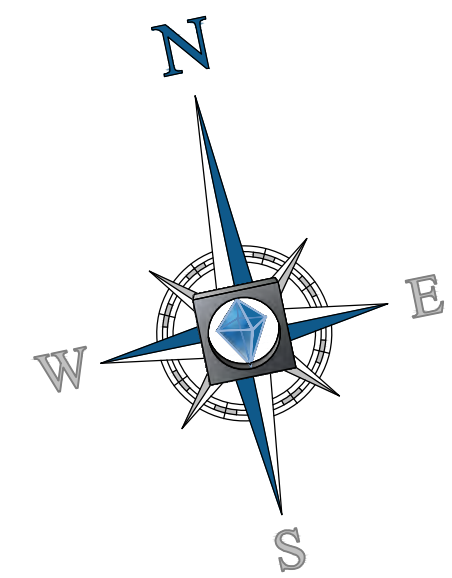
1. EXISTING PARKING LOT LIGHTS HAVE NOT BEEN MODELED AS PART OF THESE CALCULATIONS.
2. TREE LOCATIONS INDICATED ON THE DRAWING AREA MODELED AS APPROVED THREE DIMENSIONAL OBJECTS T1, T2, AND T3, THAT REPRESENT THE 10 YR MATURE SIZE. THESE OBSTRUCTIVE HAVE BEEN ACCOUNTED FOR IN THE PHOTOMETRIC DESIGN.
3. GAS STATION CANOPY LIGHTS HAVE BEEN MODELED TO REDUCE THE NUMBER OF SITE LIGHT FIXTURES AND POLES. CANOPY CONTRIBUTIONS HAVE BEEN INCLUDED IN THE PHOTOMETRIC DESIGN OF THE FUEL OUTLET. CANOPY LIGHTS TO BE DESIGNED BY OTHERS.



TEMPORARY BENCHMARKS


TBM #1
N: 6979631.8973'
E: 2298084.7517'
ELEV: 685.59'
DESC: 'X' CUT IN CONCRETE CURB/GUTTER

TBM #2
N: 6979769.9542'
E: 2298107.3227'
ELEV: 688.73'
DESC: 'X' CUT IN CONCRETE CURB/GUTTER



GRADING LEGEND

EXISTING	TYPICAL TEXT	PROPOSED
---	PROPERTY LINE	---
---	CONTOUR & ELEVATION	---
---	STORM SEWER	---
---	SANITARY SEWER MAIN	---
---	SANITARY SEWER MAIN	---
---	LIMITS OF DISTURBANCE	---
---	DRAINAGE FLOW ARROW	---
---	TOP OF SIDEWALK	---
---	TOP OF CURB ELEVATION	---
---	HIGH POINT & FINISHED GROUND ELEVATION	---
---	STREET LIGHT	---
---	CLEAN OUT	---
---	SANITARY MANHOLE	---
---	STORM MANHOLE	---
---	STORM INLET / CATCH BASIN	---
---	WATER METER	---
---	STORM LABEL	---
---	SAWCUT LINE	---
---	TELEPHONE LINE	---
---	ELECTRIC LINE	---
---	GRADE ELEVATION	---
---	SWALE	---

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DALLAS - FT. WORTH, TX

REVISIONS

REV	DATE	COMMENT	BY
1	4/5/18	BUILDING LOCATION REVISION	MJH



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PROJECT No.: TD178006
DRAWN BY: MJH
CHECKED BY: DOC
DATE: 2/14/18
SCALE: 1" = 20'
CAD I.D.: GP0


PROP. SITE PLAN DOCUMENTS FOR



LOCATION OF SITE
STORE #0972
6364 LAKE WORTH BLVD
LAKE WORTH, TX 76135
LAKE WORTH TOWNE CENTER
BLOCK A, LOT 1R

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REGISTRATION NUMBER: 18065

**BOHLER**
ENGINEERING

PLANS PREPARED BY
JORGE GONZALEZ-RODILES
LICENSE NUMBER: 117874

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SHEET TITLE:

GRADING & DRAINAGE

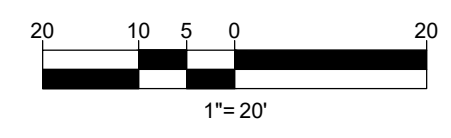
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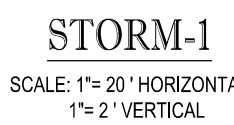
C-5.0

GRADING NOTES

- REFER TO GENERAL NOTES SHEET C-1.1
- THIS PLAN REFERENCES DOCUMENTS & INFORMATION BY:

"ALTA / NSPS LAND TITLE SURVEY FOR BOHLER ENGINEERING SHOWING PART OF LOT 1R, BLOCK A"
JOHN COWAN & ASSOCIATES, INC.
10147 COUNTY RD 135
FLINT, TX 75762
(903) 561-2238
DATED: 5/12/17
- SEE SHEET SW-4 FOR EROSION CONTROL PLAN.
- CONTRACTOR TO PROVIDE NECESSARY FITTINGS TO CONNECT TO BUILDING SERVICE. SEE ARCHITECTURAL AND M.E.P. PLANS FOR FURTHER DETAIL.
- SEE SHEET C-5.1 AND C-5.2 FOR STORM PROFILES



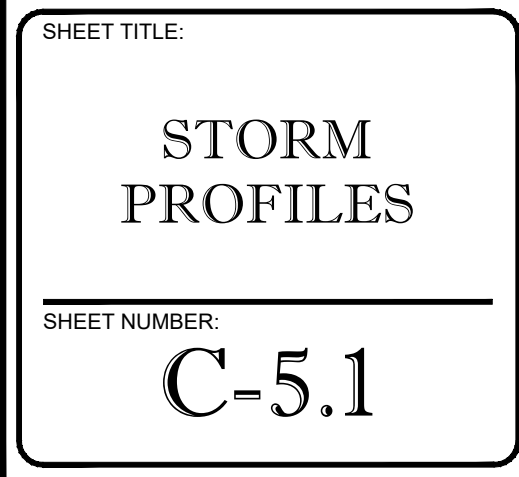


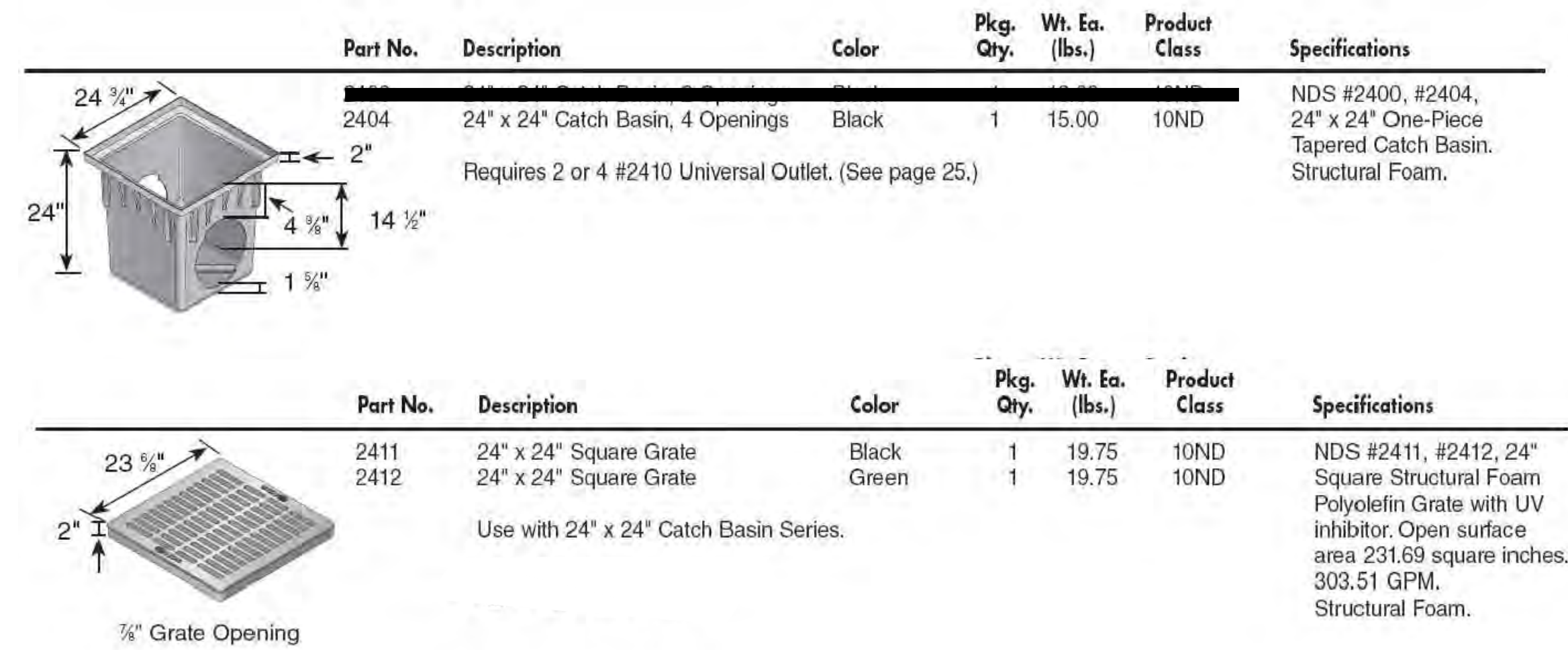
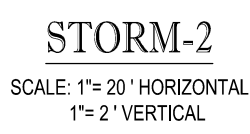
1. REFER TO GENERAL NOTES SHEET C-1.1
2. THIS PLAN REFERENCES DOCUMENTS & INFORMATION BY:

"ALTA" NPSD LAND TITLE SURVEY FOR BOHLER
ENGINEERING SHOWING PART OF LOT IR,
BLOCK A
JOHN COWAN & ASSOCIATES, INC.
10147 COUNTY RD 135
FLINT, TX 75762
(903) 581-2238
DATED: 5/12/17
3. SEE SHEET SW-4 FOR EROSION CONTROL PLAN,
CONTRACTOR TO PROVIDE NECESSARY FITTINGS TO
CONTRACT TO BUILDING SERVICE. SEE
ARCHITECTURAL AND M.E.P. PLANS FOR FURTHER
DETAIL.

TBM #1
N: 6979631.8973'
E: 2298084.7517'
ELEV: 685.59'
DESC: 'X' CUT IN CONCRETE CURB/GUTTER

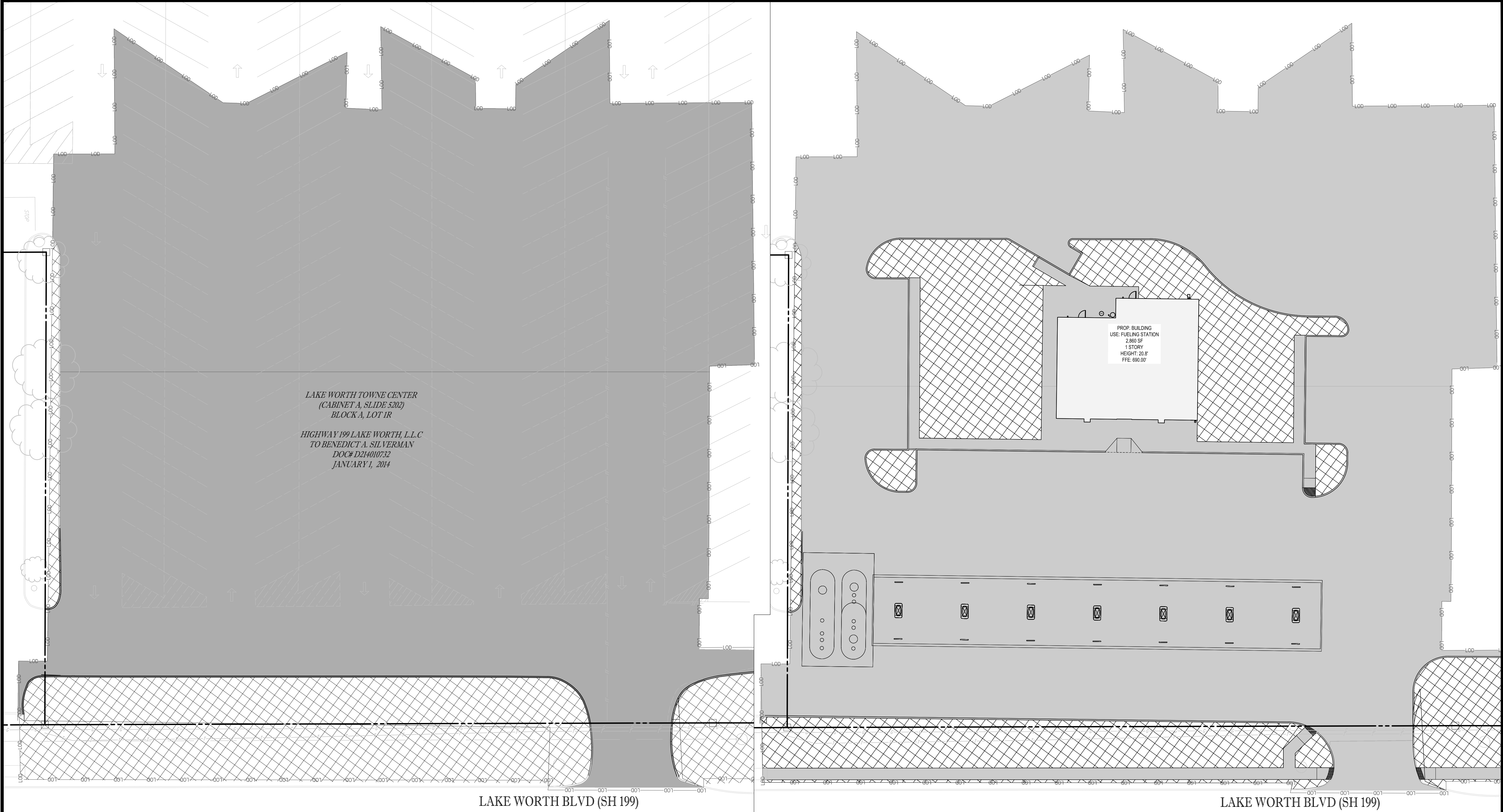
TBM #2
N: 6979769.9542'
E: 2298107.3227'
ELEV: 688.73'
DESC: 'X' CUT IN CONCRETE CURB/GUTTER



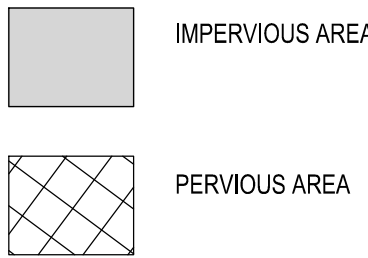


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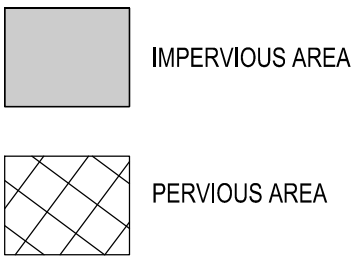
EXISTING CONDITIONS



NOTE:
POST DEVELOPMENT CONDITIONS DECREASE IMPERVIOUS
AREA. THEREFORE EXISTING STORM FACILITIES ARE ASSUMED
TO MEET AND EXCEED CAPACITY REQUIREMENTS.

IMPERVIOUS AREA CALCULATIONS		
	PRE-DEVELOPMENT CONDITIONS	POST-DEVELOPMENT CONDITIONS
TOTAL AREA	1.83± AC	1.83± AC
PERVIOUS	0.16± AC (7.4%)	0.23± AC (12.6%)
IMPERVIOUS	1.67± AC (92.6%)	1.60± AC (87.4%)
TOTAL PERCENT REDUCTION IN IMPERVIOUS FROM PRE-DEVELOPMENT CONDITION	N/A	5.2%

PROPOSED CONDITIONS



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• PHILADELPHIA, PA
• RICHMOND, VA
• SAN ANTONIO, TX
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REVISIONS

REV	DATE	COMMENT	BY
1	4/5/18	BUILDING LOCATION REVISION	MJH

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PROJECT No.: TD178006
DRAWN BY: MJH
CHECKED BY: DOC
DATE: 2/14/18
SCALE: 1" = 20'
CAD I.D.: SWD

PROJECT: PROP.
SITE PLAN
DOCUMENTS
FOR

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LOCATION OF SITE
STORE #0972
6364 LAKE WORTH BLVD
LAKE WORTH, TX 76135
LAKE WORTH TOWNE CENTER
BLOCK A, LOT 1R

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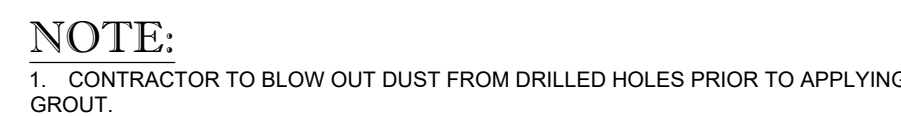
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FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
REGISTRATION NUMBER: 18065

PLANS PREPARED BY
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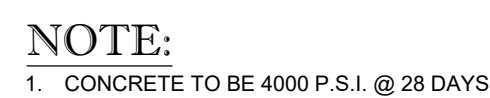
FOR REVIEW PURPOSES ONLY
JORGE GONZALEZ-RODILES
LICENSE NUMBER: 117874

SHEET TITLE:
STORM WATER
COMPLIANCE
PLAN

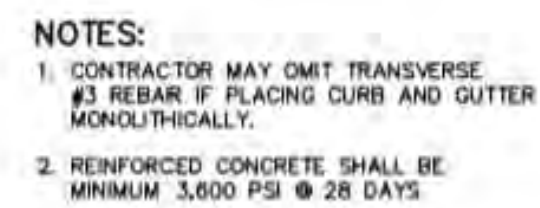
SHEET NUMBER:
C-6.0



CONCRETE DOWELING DETAIL
NOT TO SCALE



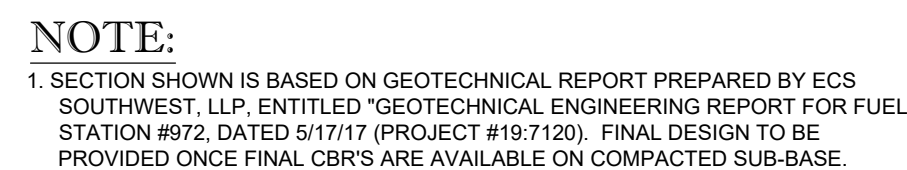
MONOLITHIC CURB & FLUSH SIDEWALK
DETAIL
NOT TO SCALE



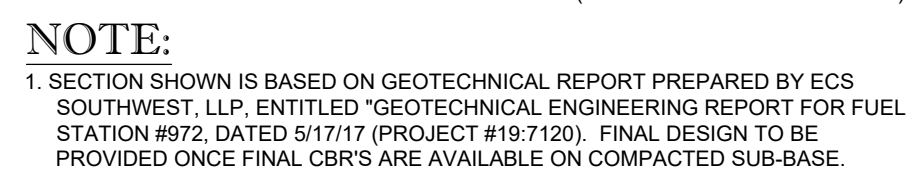
PAVING CONSTRUCTION DETAILS

STANDARD CURB AND GUTTER

REVISED MAY 2006
SCALE: 1/2" = 1'
SHEET: P-4



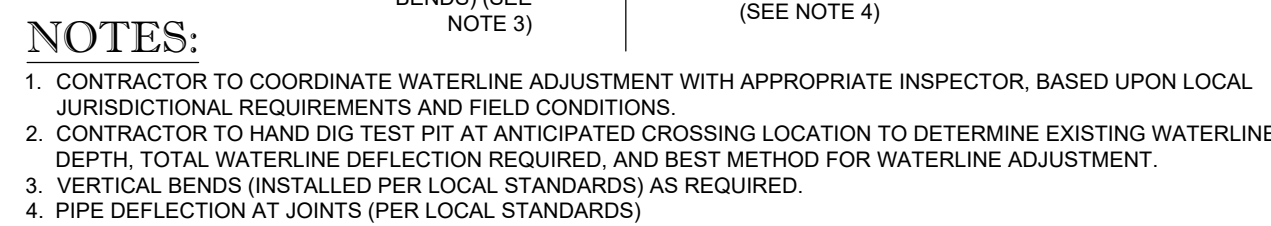
STANDARD DUTY CONCRETE SECTION
NOT TO SCALE



HEAVY DUTY CONCRETE SECTION
NOT TO SCALE



BOLLARD MOUNTED ADA PARKING SIGN DETAIL



WATERLINE ADJUSTMENT DETAIL

NOT TO SCALE

REVISIONS			
REV	DATE	COMMENT	BY
1	4/5/18	BUILDING LOCATION REVISION	MJH



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PROJECT No.:	TD178006
DRAWN BY:	MJH
CHECKED BY:	DOC
DATE:	2/14/18
SCALE:	AS NOTED
CAD I.D.:	SD0

PROJECT: PROP.
SITE PLAN
DOCUMENT
FOR



LOCATION OF SITE
STORE #0972
6364 LAKE WORTH BLVD
LAKE WORTH, TX 76135
LAKE WORTH TOWNE CENTER
BLOCK A, LOT 1R



**6017 MAIN STREET
FRISCO, TX 75034**
Phone: (469) 458-7300
TX@BohlerEng.com
REGISTRATION NUMBER: 18065

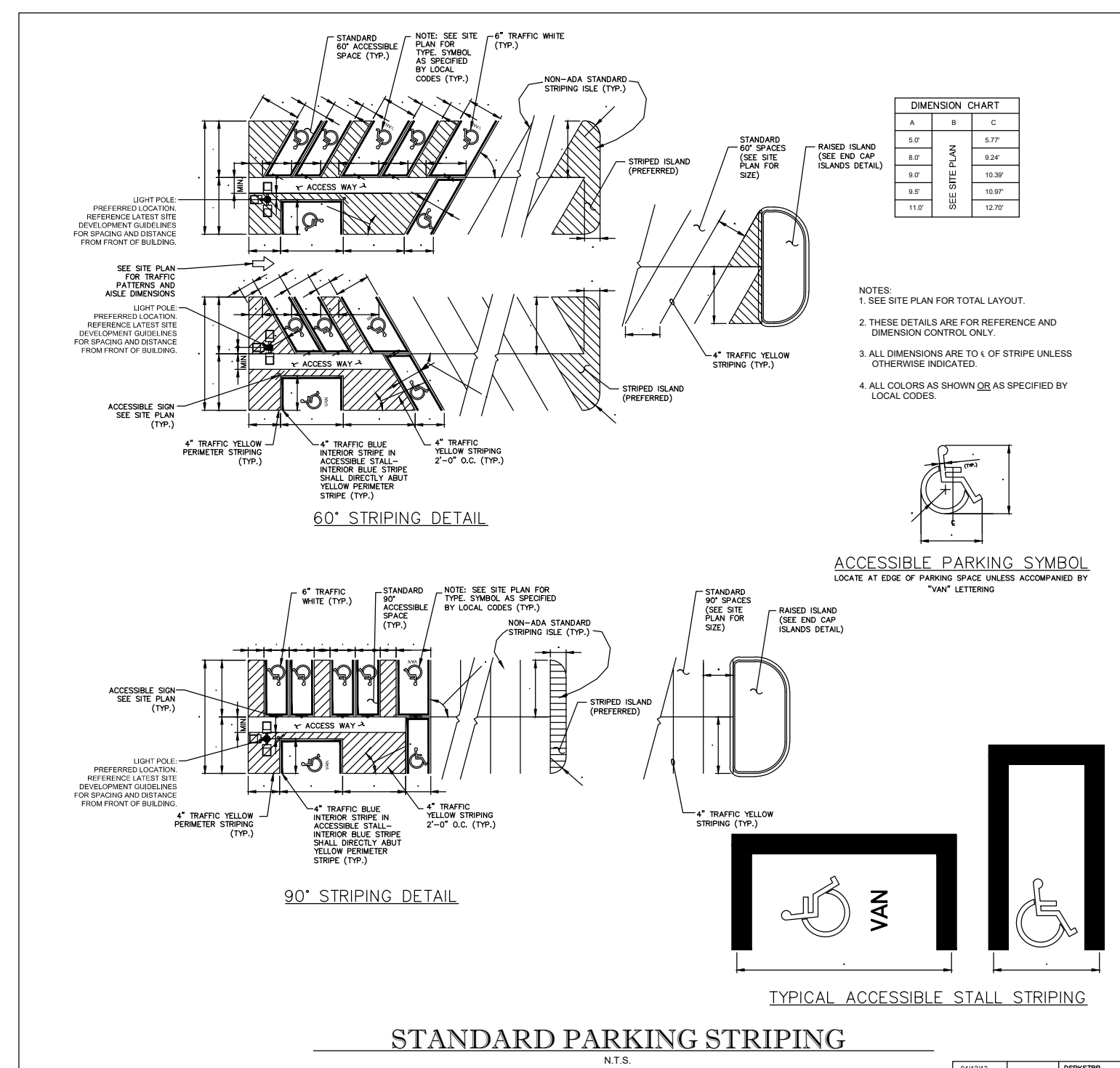
The logo for Bohler Engineering features a stylized blue diamond shape inside a square frame. To the right of the logo, the text "PLANS PREPARED BY" is written in a small, black, sans-serif font. Below this, the word "BOHLER" is written in a large, bold, blue serif font, with "ENGINEERING" in a smaller, black, sans-serif font underneath it. A thick horizontal line separates the company name from the text "FOR REVIEW PURPOSES ONLY", which is in a bold, black, sans-serif font. Below this line, the name "JORGE GONZALEZ-RODILES" and the license number "LICENSE NUMBER: 117874" are listed in a black, sans-serif font.

SHEET TITLE:

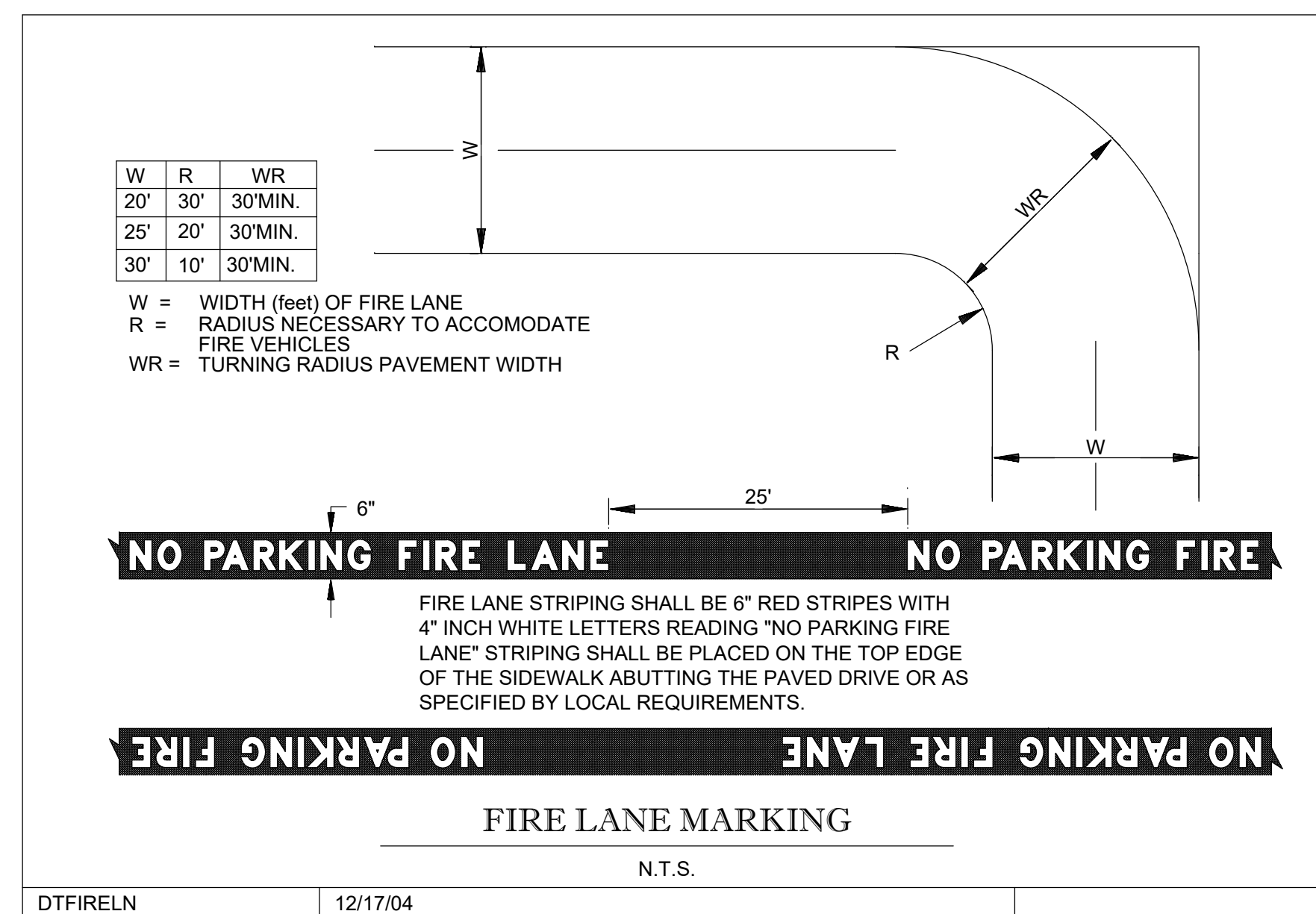
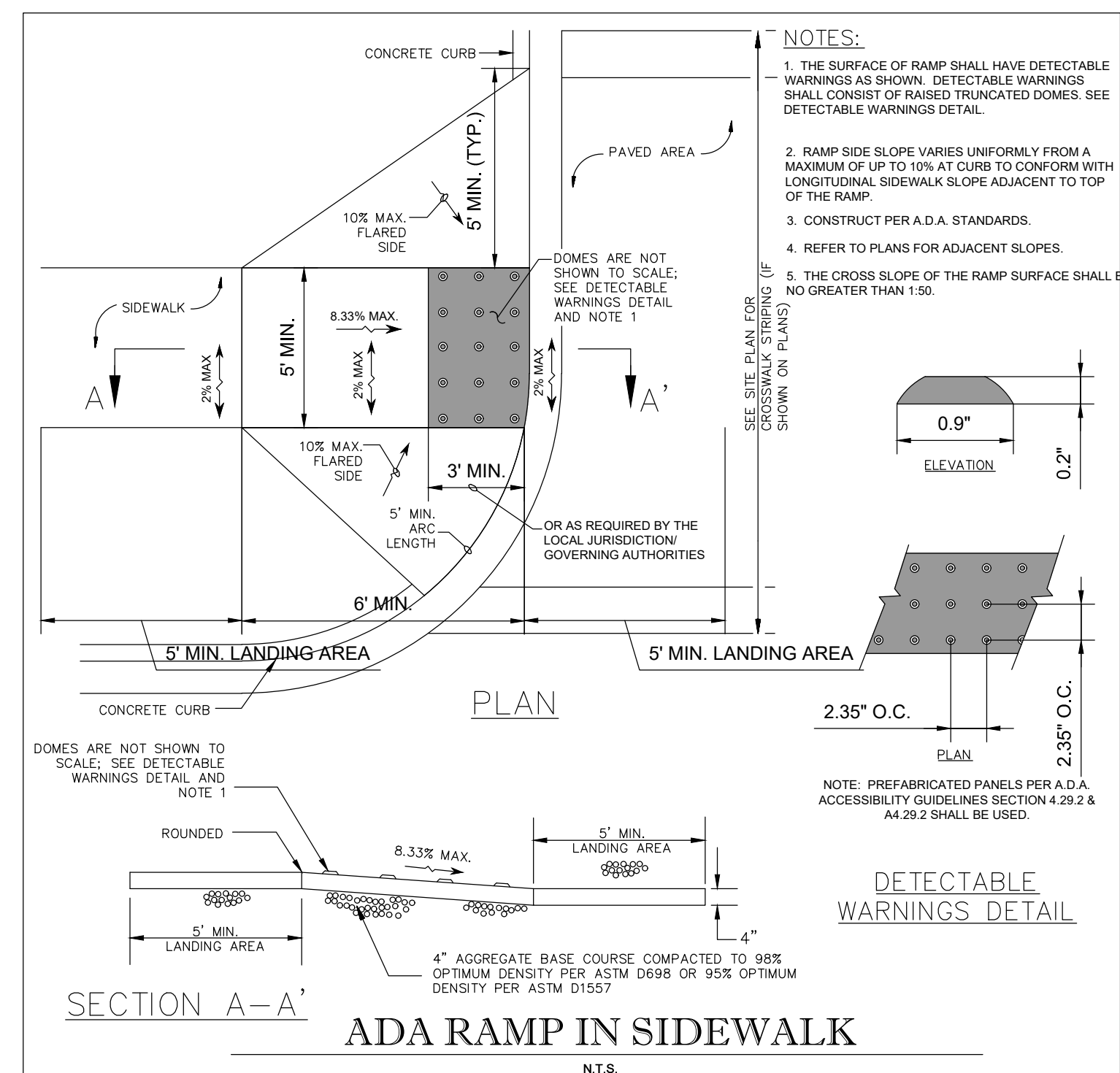
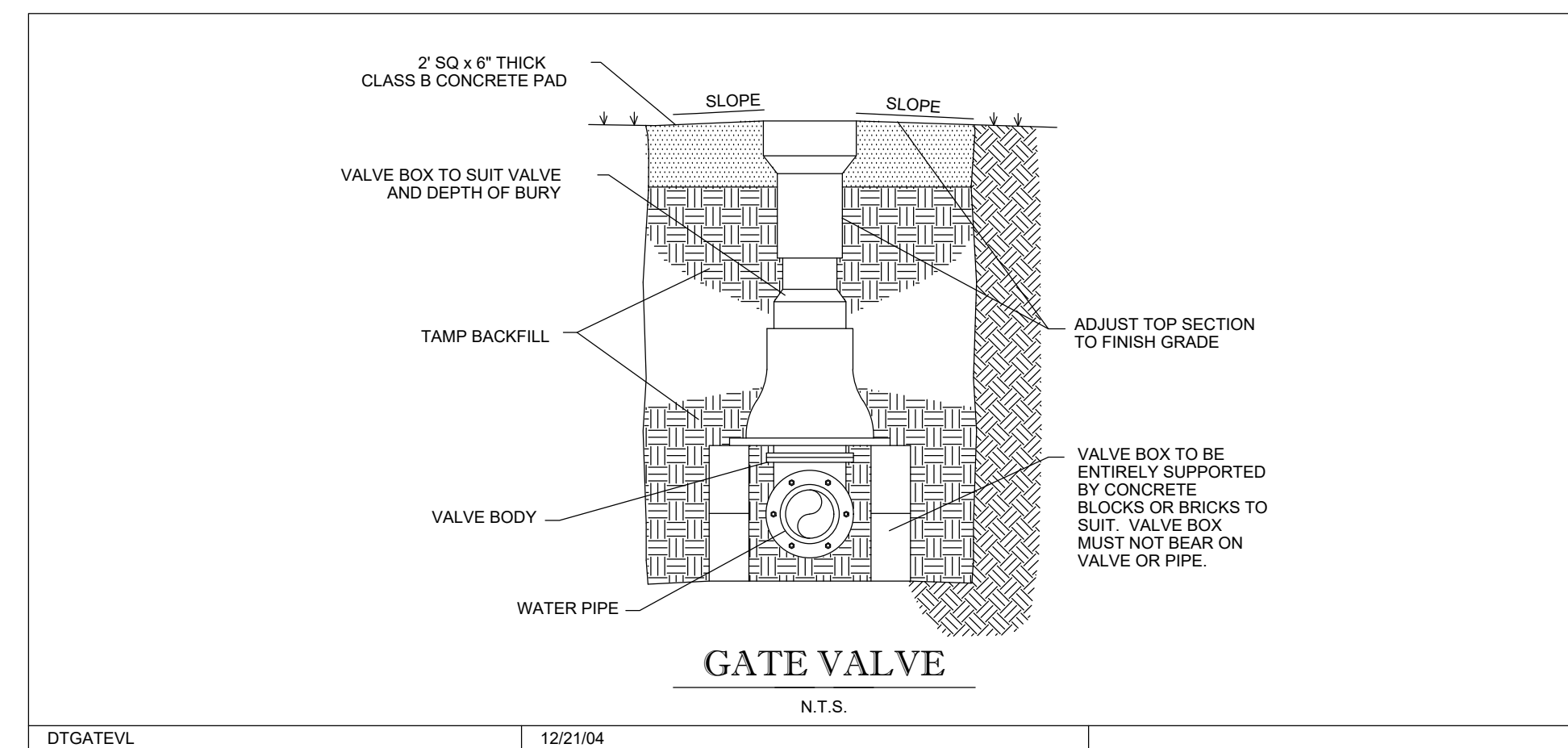
CONSTRUCTION DETAILS

SHEET NUMBER:

C-7.0



NOTES TO CEC: THE 60° STALL CONFIGURATION IS TO BE USED ALONE OR IN PAIRS AS SHOWN. IF YOU MUST FLIP THE PROPOSED ADA STRIPING LAYOUTS ENSURE A 5' ACCESS AISLE IS PLACED ON THE PASSENGER SIDE OF ALL VAN ACCESSIBLE SPACES.

[illegible]

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PROJECT: PROP.
SITE PLAN
DOCUMENTS
FOR



LOCATION OF SITE
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ENGINEERING

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FRISCO, TX 75034**

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TX@BohlerEng.com

REGISTRATION NUMBER: 18065

SHEET TITLE:

CONSTRUCTION DETAILS

SHEET NUMBER:
C-7.3

GENERAL NOTES

A. **PROJECT OFFICE WALL SWPPP POSTINGS:**
THE FOLLOWING ITEMS MUST BE POSTED TOGETHER IN A SINGLE, ORGANIZED LOCATION ON A WALL INSIDE THE PROJECT OFFICE: 1) SWPPP SITE MAPS (ALL PHASES); 2) SWPPP DETAIL SHEETS; 3) MAP SHOWING LOCATION OF OFFSITE IMPORT OR EXPORT FACILITY; 4) REVISIONS TO DETAILS, SITE MAPS, OR SWPPP-RELATED RFIS; 5) SITE SWPPP BINDER; 6) SWCT PLACARD; 7) CURRENT OWNER STORMWATER COMPLIANCE TRAINING CERTIFICATES FOR SUPERINTENDENTS AND COMPLIANCE OFFICERS; AND 8) CERTIFICATIONS AND/OR TRAINING CERTIFICATES REQUIRED TO PERFORM INSPECTIONS BY THE APPLICABLE CONSTRUCTION GENERAL PERMIT OR AUTHORITY HAVING JURISDICTION.

B. **PERMITTED PROJECT AREA:**
FOR PURPOSES OF THIS SWPPP AND ASSOCIATED STORMWATER PERMIT, PERMITTED PROJECT AREA IS DEFINED AS ANY AND ALL AREAS WITHIN THE PROJECT LIMITS OF DISTURBANCE, AS SHOWN ON THE SWPPP SITE MAPS AND IDENTIFIED IN THE NOTICE OF INTENT TO THE AGENCY. ALL GROUND-DISTURBING AND CONSTRUCTION-RELATED ACTIVITIES (MATERIAL STORAGE, DUMPSTERS, PARKING AREAS, PROJECT OFFICE, TRAILER, ETC.) MUST BE INCLUDED WITHIN THE PERMITTED PROJECT AREA LIMITS OF DISTURBANCE.

ALL AREAS OUTSIDE THE PERMITTED PROJECT AREA (I.E. LIMITS OF DISTURBANCE) ACQUIRED FOR USE BY THE GC OR A SUBCONTRACTOR OF THE GC (BORROW SOURCES, DISPOSAL AREAS, ETC.) MUST BE MANAGED IN ACCORDANCE WITH APPENDIX E - TAB 21 OF THE 02370 SPECIFICATION. THE CONTRACTOR IS REQUIRED TO LOCATE OFFICE TRAILERS AND MATERIAL STORAGE AREAS FOR THE PROJECT WITHIN THE LIMITS OF DISTURBANCE. THE CONTRACTOR MAY REQUEST USE OF OFF-SITE LOCATIONS FOR OFFICE TRAILERS OR NON-ERODIBLE MATERIAL STORAGE; HOWEVER, APPROVAL MUST BE OBTAINED FROM THE CONSTRUCTION MANAGER, THE CEC AND THE WAL-MART SWCT PRIOR TO THEIR USE. REQUESTS WILL BE REVIEWED ON A CASE BY CASE BASIS AND IF APPROVED, LIMITATIONS ON USE WILL BE PROVIDED BY THE CEC.

C. **SPECIAL PROJECT AREAS:**
THERE ARE NO SPECIAL PROJECTS, LOCATED BEYOND THE OWNER PERMITTED PROJECT AREA, REQUIRING INSPECTION AND MAINTENANCE ASSOCIATED WITH THIS CONSTRUCTION PROJECT.

D.1 **NON-STORMWATER DISCHARGES:**
THE GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES PROHIBITS MOST NON-STORMWATER DISCHARGES DURING THE CONSTRUCTION PHASE.

BEST MANAGEMENT PRACTICES (BMPs) MUST BE IMPLEMENTED FOR THE GENERAL PERMIT ALLOWABLE DISCHARGES FOR THE DURATION OF THE PERMIT. THE TECHNIQUES DESCRIBED IN THIS SWPPP FOCUS ON PROVIDING CONTROL OF POLLUTANT DISCHARGES WITH PRACTICAL APPROACHES THAT UTILIZE READILY AVAILABLE EXPERTISE, MATERIAL, AND EQUIPMENT.

NON-STORMWATER COMPONENTS OF SITE DISCHARGES MUST BE UNCONTAMINATED NON-TURBID WATER. ALL NON-STORMWATER DISCHARGES MUST BE ROUTED TO A STORMWATER CONTROL PRIOR TO DISCHARGE. WATER USED FOR CONSTRUCTION WHICH DISCHARGES FROM THE SITE MUST ORIGINATE FROM A PUBLIC WATER SUPPLY OR PRIVATE WELL APPROVED BY THE STATE HEALTH DEPARTMENT. WATER USED FOR CONSTRUCTION THAT DOES NOT ORIGINATE FROM AN APPROVED PUBLIC SUPPLY MUST NOT DISCHARGE FROM THE SITE; IT CAN BE RETAINED IN RETENTION PONDS UNTIL IT INFILTRATES OR EVAPORATES. WHEN NON-STORMWATER IS DISCHARGED FROM THE SITE, IT MUST BE DONE IN A MANNER SUCH THAT IT DOES NOT CAUSE EROSION OF THE SOIL DURING DISCHARGE.

D.2 **POWER WASHING:**
PROCESS WATER SUCH AS POWER WASHING WATER AND CONCRETE CUTTING EFFLUENT, AMONG OTHERS, MUST BE COLLECTED FOR TREATMENT AND DISPOSAL. IT MUST NOT BE FLUSHED INTO THE SITE STORM DRAIN SYSTEM OR DISCHARGED OFF-SITE.

E. **DISCHARGE POINTS:**
ALL DISCHARGE POINTS MUST BE INSPECTED TO DETERMINE WHETHER EROSION AND SEDIMENTATION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING DISCHARGE OF SEDIMENT FROM THE SITE AND/OR IMPACTS TO RECEIVING WATERS. SEDIMENT ACCUMULATION DOWNGRADIENT OF DISCHARGE LOCATIONS SHALL BE REPORTED AS A SEDIMENT DISCHARGE AND THE POTENTIAL UPSTREAM CAUSE SHALL BE INVESTIGATED TO PREVENT FUTURE OCCURRENCE. CONTACT THE CM, CEC AND SWCT TO DETERMINE APPROPRIATE ACTION FOR CLEANUP OF DISCHARGED SEDIMENT THAT MAY BE OUTSIDE OF THE LIMITS OF DISTURBANCE. SEE SAMPLING AND MONITORING OF EFFLUENT PLAN (IF APPLICABLE).

EROSION AND SEDIMENT CONTROL NOTES

A. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THIS STORM WATER POLLUTION PREVENTION PLAN. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST OF OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.

B. BEST MANAGEMENT PRACTICES (BMPs) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.

C. SITE MAP MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.

D. CONTRACTOR TO LIMIT DISTURBANCE OF SITE IN STRICT ACCORDANCE WITH SWPPP IMPLEMENTATION SEQUENCE, OR AS REQUIRED BY THE APPLICABLE GENERAL PERMIT. NO UNNECESSARY OR IMPROPERLY SEQUENCED CLEARING AND/OR GRADING SHALL BE PERMITTED.

E. ALL DENUDE/BARE AREAS THAT WILL BE INACTIVE FOR 14 DAYS OR MORE, MUST BE STABILIZED IMMEDIATELY UPON COMPLETION OF MOST RECENT GRADING ACTIVITY, WITH THE USE OF FAST-GERMINATING ANNUAL GRASS/GRAIN VARIETIES, STRAWHAY MULCH, WOOD CELLULOSE FIBERS, TACKIFIERS, NETTING AND/OR BLANKETS. COMPLETION MUST BE ACHIEVED WITHIN 7 DAYS.

F. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED OR SHALL BE DORMANT FOR MORE THAN 1 YEAR SHALL BE PERMANENTLY STABILIZED AS SHOWN ON THE PLANS. THESE AREAS SHALL BE SEEDED, SODDED, AND/OR VEGETATED IMMEDIATELY, AND COMPLETED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURS IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN.

G. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION. TEMPORARY AND/OR PERMANENT STABILIZATION SHALL BE APPLIED PER REQUIREMENTS IN THESE E&S CONTROL NOTES.

H. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION AND SEDIMENT CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION AND POLLUTANT DISCHARGE OFF-SITE.

I. ALL MEASURES STATED ON THIS SITE MAP, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR THE APPLICABLE PERMIT, WHICHEVER IS MORE STRINGENT, AND REPAIRED IN ACCORDANCE WITH THE SITE PLANS.

J. STORM WATER POLLUTANT CONTROL MEASURES INSTALLED DURING CONSTRUCTION, THAT WILL ALSO PROVIDE STORM WATER MANAGEMENT AFTER CONSTRUCTION, ARE INCLUDED IN THE CONTRACT DOCUMENTS. THE SITE-SPECIFIC POST CONSTRUCTION STORM WATER OPERATION AND MAINTENANCE (O&M) MANUAL IS INCLUDED IN THE CONTRACT DOCUMENTS.

K. ALL PERMANENT CONTROLS AND SYSTEMS MUST BE INSTALLED AND FUNCTIONING AS DESIGNED AND FREE OF ACCUMULATED SEDIMENT AND DEBRIS DURING FINAL PROJECT INSPECTION AND APPROVAL.

HAZARDOUS MATERIAL MANAGEMENT & SPILL REPORTING

ANY HAZARDOUS OR POTENTIALLY HAZARDOUS MATERIAL THAT IS BROUGHT ONTO THE CONSTRUCTION SITE SHALL BE HANDLED PROPERLY TO REDUCE THE POTENTIAL FOR STORMWATER POLLUTION. ALL MATERIALS USED ON THIS CONSTRUCTION SITE SHALL BE PROPERLY STORED, HANDLED, DISPENSED AND DISPOSED OF FOLLOWING ALL APPLICABLE LABEL DIRECTIONS. FLAMMABLE AND COMBUSTIBLE LIQUIDS SHALL BE STORED AND HANDLED ACCORDING TO APPLICABLE REGULATIONS, AND, AT A MINIMUM, ACCORDING TO 29 CFR 1926.152. ONLY APPROVED CONTAINERS AND PORTABLE TANKS SHALL BE USED FOR STORAGE AND HANDLING OF FLAMMABLE AND COMBUSTIBLE LIQUIDS.

MATERIAL SAFETY DATA SHEETS (MSDS) INFORMATION SHALL BE KEPT ON SITE FOR ANY AND ALL APPLICABLE MATERIALS. HOWEVER, MSDS MAY ALSO BE ACCESSSED VIA TELEPHONE OR OTHER ELECTRONIC MEANS OR APPARATUS.

IN THE EVENT OF AN ACCIDENTAL SPILL, IMMEDIATE ACTION SHALL BE TAKEN BY THE GC TO CONTAIN AND REMOVE THE SPILLED MATERIAL. THE SPILL SHALL BE REPORTED TO THE APPROPRIATE AGENCIES IN THE REQUIRED TIME FRAMES. AS REQUIRED UNDER THE PROVISIONS OF THE CLEAN WATER ACT, ANY SPILL OR DISCHARGE ENTERING WATERS OF THE UNITED STATES SHALL BE PROPERLY REPORTED.

ALL HAZARDOUS MATERIALS, INCLUDING CONTAMINATED SOIL AND LIQUID CONCRETE WASTE, SHALL BE DISPOSED OF BY THE CONTRACTOR IN THE MANNER SPECIFIED BY FEDERAL, STATE AND LOCAL REGULATIONS AND BY THE MANUFACTURER OF SUCH PRODUCTS.

THE GC SHALL PREPARE A WRITTEN RECORD OF ANY SPILL AND ASSOCIATED CLEAN-UP ACTIVITIES OF PETROLEUM PRODUCTS OR HAZARDOUS MATERIALS IN EXCESS OF 1 GALLON OR REPORTABLE QUANTITIES, WHICHEVER IS LESS, ON THE DAY OF THE SPILL. THE GC SHALL PROVIDE NOTICE TO OWNER, VIA THE ONLINE CRITICAL INCIDENT REPORT, IMMEDIATELY UPON IDENTIFICATION OF ANY SPILL. SPILL REPORT FORMS ARE AVAILABLE IN THE ONLINE SWPPP REPORTING SYSTEM PROVIDED BY THE OWNER. COPIES OF SPILL CRITICAL INCIDENT REPORTS SHALL BE PRINTED AND MAINTAINED IN THE JOBSITE BINDER.

ANY SPILLS OF PETROLEUM PRODUCTS OR HAZARDOUS MATERIALS IN EXCESS OF REPORTABLE QUANTITIES AS DEFINED BY EPA OR THE STATE OR LOCAL AGENCY REGULATIONS, SHALL BE IMMEDIATELY REPORTED TO THE EPA NATIONAL RESPONSE CENTER (1-800-424-8802) AND TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (1-800-832-8224).

THE STATE REPORTABLE QUANTITY FOR PETROLEUM PRODUCTS IS: 210 GALLONS ONTO LAND FROM AN EXEMPT PST FACILITY, 25 GALLONS ONTO LAND OR ONTO LAND FROM A NON-EXEMPT PST FACILITY AND ENOUGH TO CREATE A SHEEN DIRECTLY INTO WATER.

THE STATE REQUIRES A WRITTEN FOLLOW-UP REPORT TO THE TCED REGIONAL OFFICE WITHIN 30 WORKING DAYS OF THE DISCOVERY OF A REPORTABLE SPILL.

THE REPORTABLE QUANTITY FOR HAZARDOUS MATERIALS CAN BE FOUND IN 40 CFR 302 AND 30 TAC 327 (ONTO LAND'S REPORTABLE QUANTITY IS "FINAL RO" IN TABLE 302.4 IN 40 CFR 302.4 AND INTO WATER IS THE LESSER OF "FINAL RO" AND 100 LBS).

TO MINIMIZE THE POTENTIAL FOR A SPILL OF PETROLEUM PRODUCT OR HAZARDOUS MATERIALS TO COME IN CONTACT WITH STORMWATER, THE FOLLOWING STEPS SHALL BE IMPLEMENTED:

1) ALL MATERIALS WITH HAZARDOUS PROPERTIES, SUCH AS PESTICIDES, PETROLEUM PRODUCTS, FERTILIZERS, SOAPS, DETERGENTS, CONSTRUCTION CHEMICALS, ACIDS, BASES, PAINTS, PAINT SOLVENTS, ADDITIVES FOR SOIL STABILIZATION, CONCRETE, CURING COMPOUNDS AND ADDITIVES, ETC., SHALL BE STORED IN A SECURE LOCATION, UNDER COVER AND IN APPROPRIATE, TIGHTLY SEALED CONTAINERS WHEN NOT IN USE.

2) THE MINIMUM PRACTICAL QUANTITY OF ALL SUCH MATERIALS SHALL BE KEPT ON THE JOB SITE AND SCHEDULED FOR DELIVERY AS CLOSE TO TIME OF USE AS PRACTICAL.

3) A SPILL CONTROL AND CONTAINMENT KIT (CONTAINING FOR EXAMPLE, ABSORBENT MATERIAL SUCH AS KITTY LITTER OR SAWDUST, ACID, BASE, NEUTRALIZING AGENT, BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, PLASTIC AND METAL TRASH CONTAINERS, ETC.) SHALL BE PROVIDED AT THE CONSTRUCTION SITE AND ITS LOCATION(S) SHALL BE IDENTIFIED WITH LEGIBLE SIGNAGE AND SHOWN ON SITE MAPS.

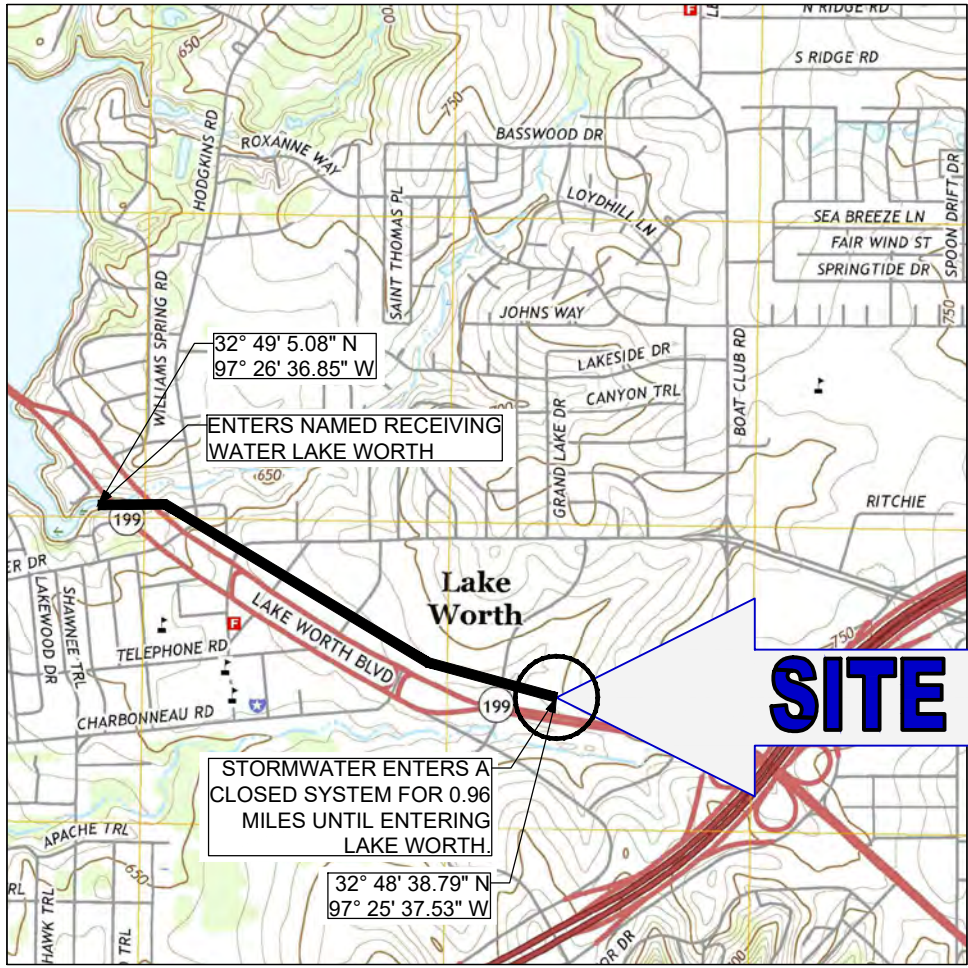
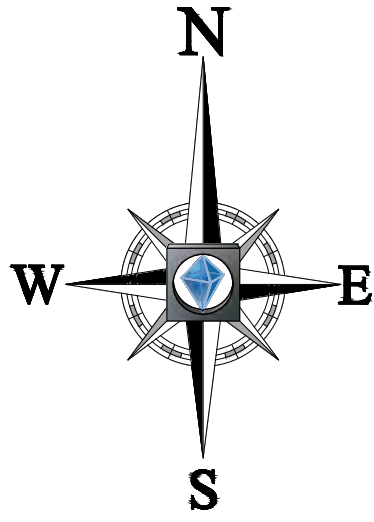
a. THE SPILL CONTROL AND CONTAINMENT KIT SUPPLIES SHALL BE OF SUFFICIENT QUANTITIES AND APPROPRIATE CONTENT TO CONTAIN A SPILL FROM THE LARGEST ANTICIPATED PIECE OF EQUIPMENT AND FROM THE LARGEST ANTICIPATED QUANTITIES OF PRODUCTS STORED ON THE SITE AT ANY GIVEN TIME.

b. CONTENTS SHALL BE INSPECTED DAILY DURING THE DAILY STORMWATER INSPECTION.

4) ALL PRODUCTS SHALL BE STORED IN AND USED FROM THE ORIGINAL CONTAINER WITH THE ORIGINAL PRODUCT LABEL. CONTAINERS MUST BE STORED IN A MANNER TO PROTECT THEM FROM THE ELEMENTS AND INCIDENTAL DAMAGE.

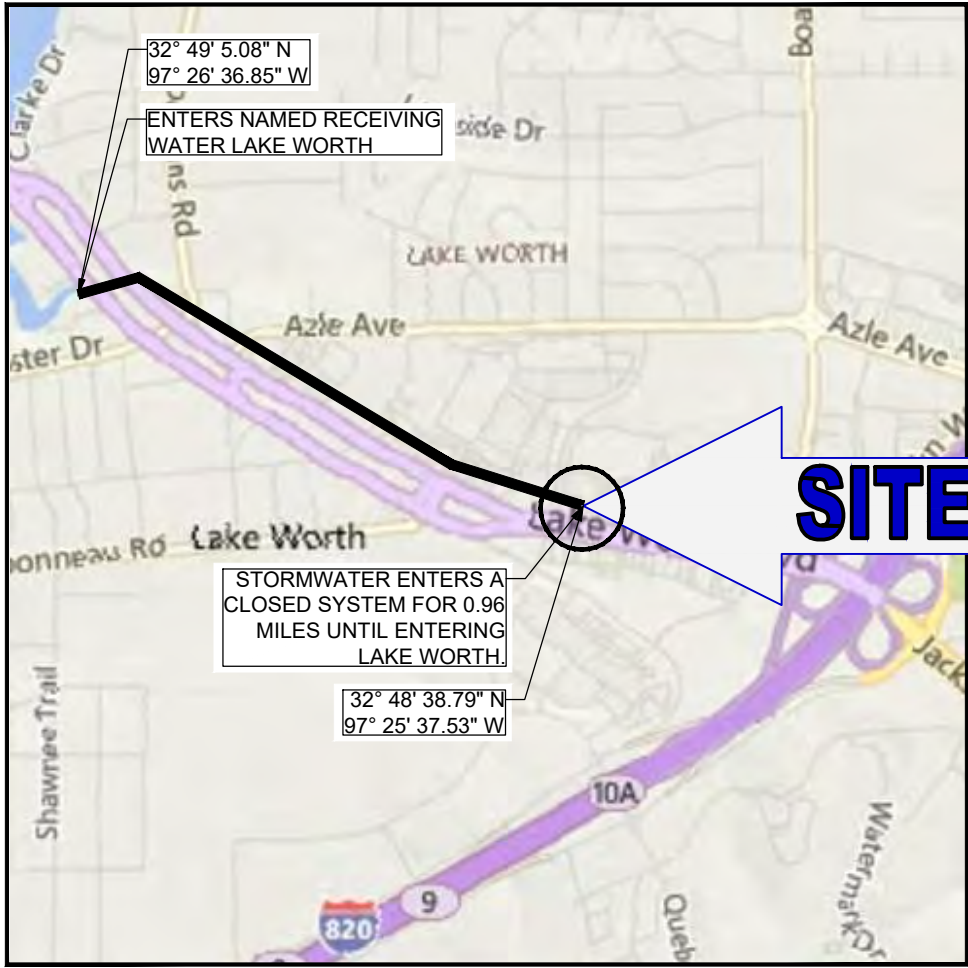
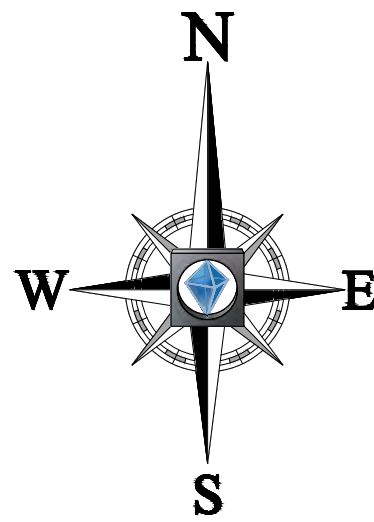
5) ALL PRODUCTS SHALL BE USED IN STRICT COMPLIANCE WITH INSTRUCTIONS ON THE PRODUCT LABEL.

6) THE DISPOSAL OF EXCESS OR USED PRODUCTS SHALL BE IN STRICT COMPLIANCE WITH INSTRUCTIONS ON THE PRODUCT LABEL AND REGULATIONS.



USGS QUADRANGLE MAP

N.T.S.



LOCATION MAP

N.T.S.

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MICROSOFT BING MAPS

OWNER/DEVELOPER:

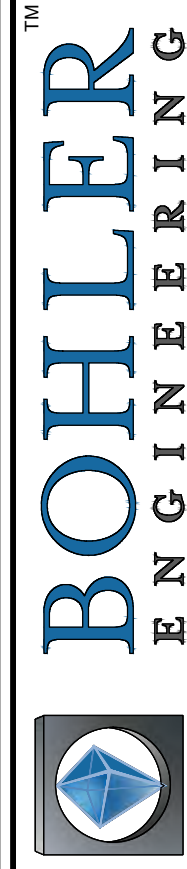
WAL-MART STORES TEXAS LLC
P.O. BOX 8050
BENTONVILLE, AR
72712-8055
(479) 204-0070

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS
AND ANY NEW PLAN SHEETS ISSUED BY THE CEC.

SWPPP NOTES



**BOHLER
ENGINEERING**
SITE PLANS, CONSTRUCTION DOCUMENTS, LAND SURVEYING, PROGRAM MANAGEMENT, SUSTAINABLE DESIGN, PERMITTING SERVICES, TRANSPORTATION SERVICES, LANDSCAPE ARCHITECTURE
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♦ LEBERS VALLEY, PA
♦ WEST CONA, MD
♦ BALTIMORE, MD
♦ NEW YORK, NY
♦ PHILADELPHIA, PA
♦ ATLANTA, GA
♦ TAMPA, FL
♦ MIAMI, FL
♦ DALLAS, TX
♦ CENTRAL VIRGINIA
♦ NEW JERSEY

REVISIONS				
REV	DATE	COMMENT	BY	
1	4/5/18	BUILDING LOCATION REVISION	MJH	



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NOT APPROVED FOR
CONSTRUCTION

PROJECT No.:	TD178006
DRAWN BY:	MJH
CHECKED BY:	DOC
DATE:	2/14/18
SCALE:	AS NOTED
CAD I.D.:	OP0

PROJECT: **PROP.**
SITE PLAN
DOCUMENTS
FOR

Walmart
Save money. Live better.


LOCATION OF SITE
STORE #0972
6364 LAKE WORTH BLVD
LAKE WORTH, TX 76135
LAKE WORTH TOWNE CENTER
BLOCK A, LOT 1R



**BOHLER
ENGINEERING**

6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com

REGISTRATION NUMBER: 18065

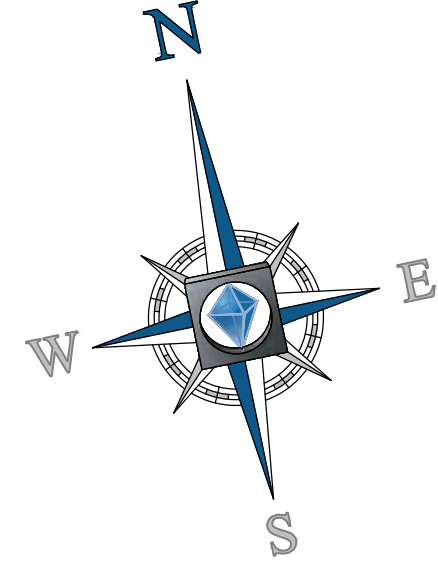
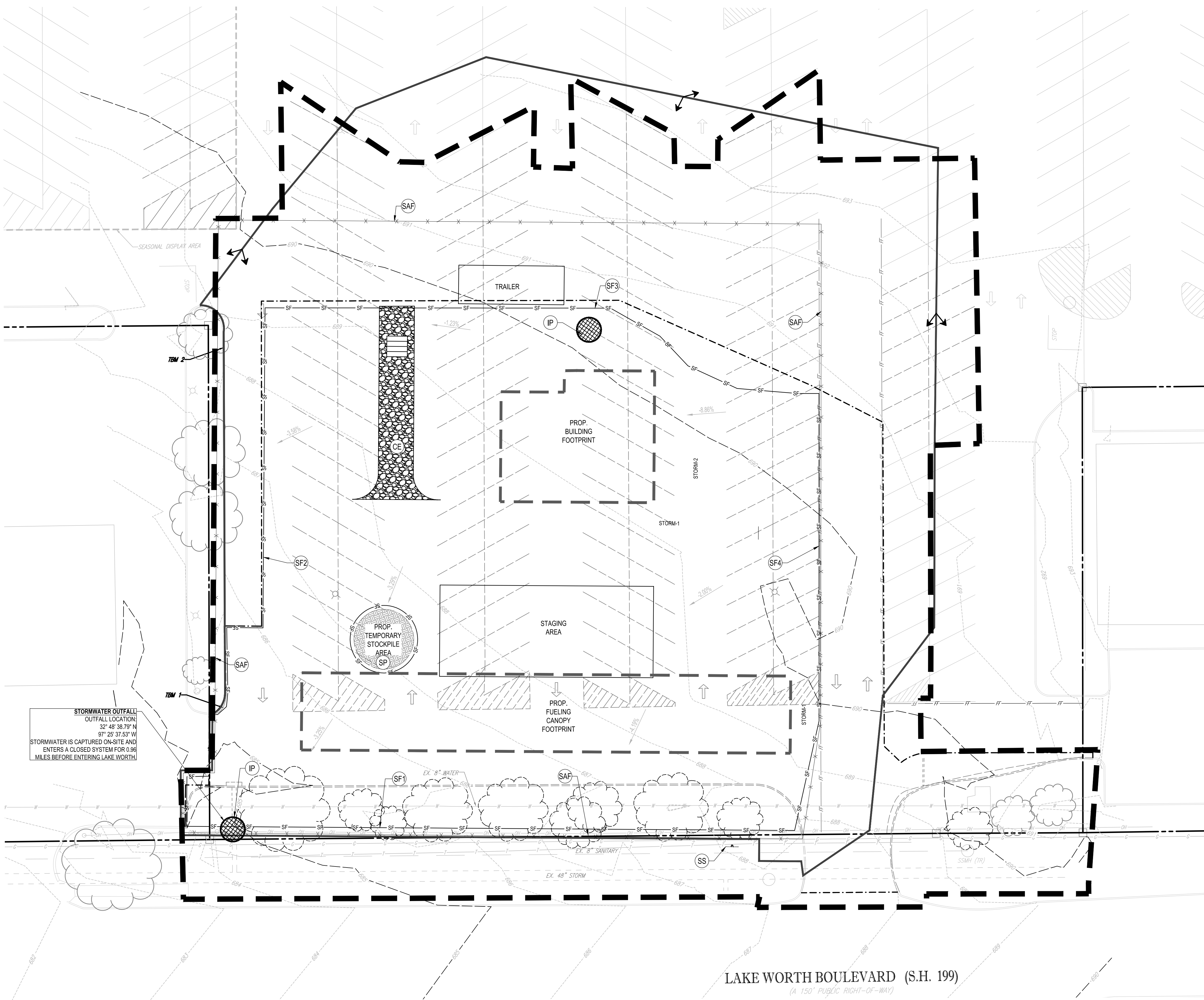
PLANS PREPARED BY


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ENGINEERING**

FOR REVIEW PURPOSES ONLY
JORGE GONZALEZ-RODILES
LICENSE NUMBER: 117874

SHEET TITLE:
SWPPP NOTES

SHEET NUMBER:
SW-1



EROSION CONTROL CODING SYSTEM

TEMPORARY STONE CONSTRUCTION EXIT	CE	
SILT FENCE WITH WIRE BACKING	SF	
INLET PROTECTION	IP	
SWPPP INFORMATION SIGN	SS	
STOCKPILES	SP	
SAFETY FENCE	SAF	

SITE FEATURES

	ONSITE PROPERTY LINE / R.O.W. LINE
	PROPOSED BUILDING FOOTPRINT
	LIMITS OF DISTURBANCE
	EASEMENT LINE
	EXISTING CONTOUR LINES
	EXISTING STORM SEWER
	SLOPE ARROW
	EXISTING DRAINAGE AREA

SWPPP UPDATES AND AMENDMENTS

THE GC MUST UPDATE THE SWPPP, INCLUDING THE JOBSITE BINDER, AND SITE MAPS, TO REFLECT THE PROGRESS OF CONSTRUCTION ACTIVITIES AND GENERAL CHANGES TO THE PROJECT SITE. UPDATES SHOULD BE MADE DAILY TO TRACK PROGRESS WHEN ANY OF THE FOLLOWING ACTIVITIES OCCUR: BMP INSTALLATION, MODIFICATION OR REMOVAL, CONSTRUCTION ACTIVITIES (E.G., PAVING, STORM SEWER INSTALLATION, FOOTING INSTALLATION, ETC.), CLEARING, GRUBBING OR GRADING, OR TEMPORARY OR PERMANENT STABILIZATION.

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2. ADDING/DELETING EROSION OR SEDIMENT CONTROL BMPs;
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OWNER/DEVELOPER:
WAL-MART STORES TEXAS LLC
P.O. BOX 8050
BENTONVILLE, AR
72712-8055
(479) 204-0070

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS
AND ANY NEW PLAN SHEETS ISSUED BY THE CEC.

TEMPORARY BENCHMARKS

TBM #1 N: 6979631.8973' E: 2298084.7517' ELEV: 688.59' DESC: 'X' CUT IN CONCRETE CURB/GUTTER	TBM #2 N: 6979769.9542' E: 2298107.3227' ELEV: 688.73' DESC: 'X' CUT IN CONCRETE CURB/GUTTER
----------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------

LAKE WORTH BOULEVARD (S.H. 199)
(A 150' PUBLIC RIGHT-OF-WAY)

PHASE I EROSION AND SEDIMENTATION CONTROL PLAN - SWPPP SITE MAP

BOHLER ENGINEERING

SITE MAPS, EROSION AND SEDIMENTATION CONTROL PLANS, SWPPP, PERMITTING, LAND SURVEYING, PROGRAM MANAGEMENT, LANDSCAPE ARCHITECTURE, SUSTAINABLE DESIGN, TRANSPORTATION SERVICES

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LEHIGH VALLEY, PA
ROSELAND, NC
REHOBOTH BEACH, FL
BALTIMORE, MD
NEW YORK, NY
PHILADELPHIA, PA
CENTRAL VIRGINIA
DALLAS, TX
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REV	DATE	COMMENT	BY
1	4/5/18	BUILDING LOCATION REVISION	MJH

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PROJECT No.: TD178006
DRAWN BY: MJH
CHECKED BY: DOC
DATE: 2/14/18
SCALE: SWPPP SIDE MAP
CAD I.D.: OP0

PROJECT: PROP. SITE PLAN DOCUMENTS FOR

Walmart

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LOCATION OF SITE
STORE #0972
6364 LAKE WORTH BLVD
LAKE WORTH, TX 76135
LAKE WORTH TOWNE CENTER
BLOCK A, LOT 1R

BOHLER ENGINEERING

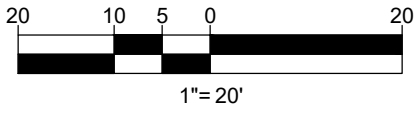
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REGISTRATION NUMBER: 18065

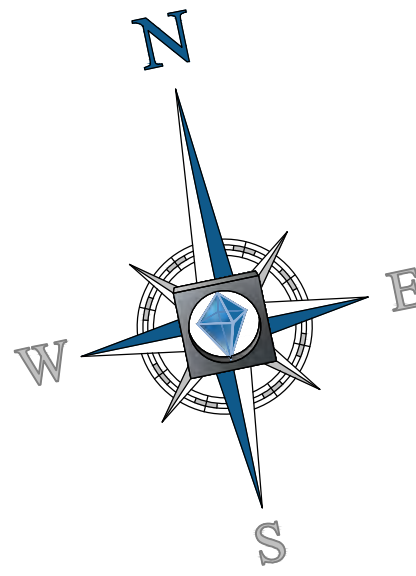
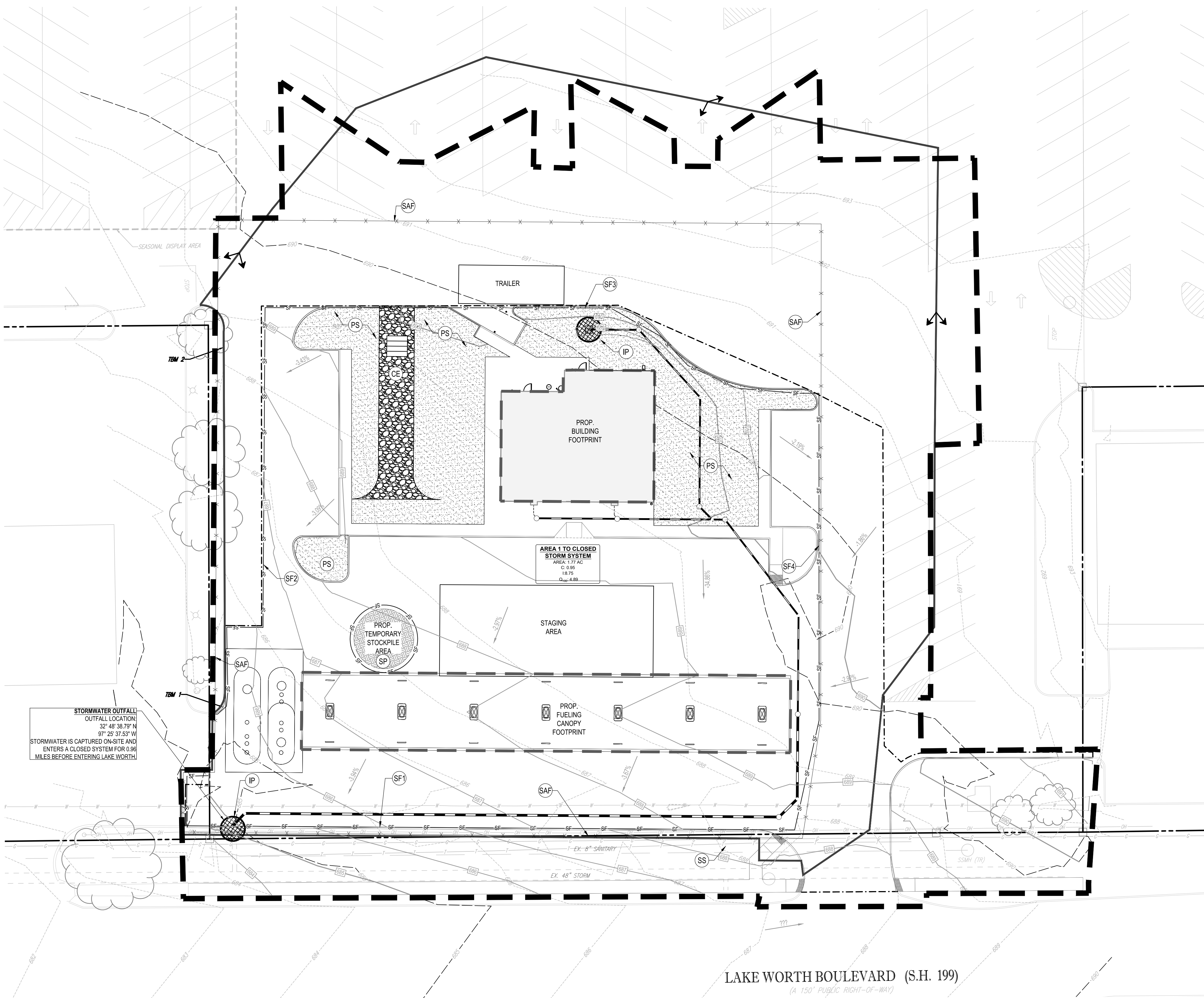
PLANS PREPARED BY

BOHLER ENGINEERING

FOR REVIEW PURPOSES ONLY
JORGE GONZALEZ-RODILES
LICENSE NUMBER: 117874

SHEET TITLE:
PHASE I
EROSION AND SEDIMENTATION
CONTROL PLAN -
SWPPP SITE MAP
SHEET NUMBER:
SW-3





EROSION CONTROL CODING SYSTEM

TEMPORARY STONE CONSTRUCTION EXIT	CE	
SILT FENCE WITH WIRE BACKING	SF	
INLET PROTECTION	IP	
SWPPP INFORMATION SIGN	SS	
STOCKPILES	SP	
TREE PROTECTION	TP	
SAFETY FENCE	SAF	
PERMANENT SEEDING	PS	

SITE FEATURES

	ONSITE PROPERTY LINE / R.O.W. LINE
	PROPOSED BUILDING FOOTPRINT
	LIMITS OF DISTURBANCE
	EASEMENT LINE
	PROPOSED CONTOUR LINES
	EXISTING STORM SEWER
	SLOPE ARROW
	PROPOSED DRAINAGE AREA

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P.O. BOX 8050
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72712-8055
(479) 204-0070

SITE OPERATOR/GENERAL CONTRACTOR:

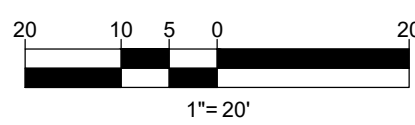
SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC.

PHASE II EROSION AND SEDIMENTATION CONTROL PLAN - SWPPP SITE MAP

TEMPORARY BENCHMARKS

TBM #1 N: 6979631.8973' E: 2296084.7517' ELEV: 686.59' DESC: 'X' CUT IN CONCRETE CURB/GUTTER
TBM #2 N: 6979769.9542' E: 2296107.3227' ELEV: 688.73' DESC: 'X' CUT IN CONCRETE CURB/GUTTER



BOHLER ENGINEERING

SITE PLAN CONSULTING SERVICES
LAND SURVEYING DESIGN PROGRAM MANAGER LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN PERMITTING SERVICES TRANSPORTATION SERVICES

RALEIGH, NC
LEHIGH VALLEY, PA
REHOBOTH BEACH, FL
BALTIMORE, MD
NEW YORK, NY
PHILADELPHIA, PA
ATLANTA, GA
TAMPA, FL
NORTH CAROLINA
NORTH VIRGINIA
DALLAS, TX
FORT WORTH, TX

REVISIONS				
REV	DATE	COMMENT	BY	MUH
1	4/5/18	BUILDING LOCATION REVISION		

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NOT APPROVED FOR CONSTRUCTION

PROJECT No.:	TD178006
DRAWN BY:	MJH
CHECKED BY:	DOC
DATE:	2/14/18
SCALE:	SWPPP SIDE MAP
CAD I.D.:	OP0

PROJECT: **PROP. SITE PLAN DOCUMENTS** FOR

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LOCATION OF SITE
STORE #0972
6364 LAKE WORTH BLVD
LAKE WORTH, TX 76135
LAKE WORTH TOWNE CENTER
BLOCK A, LOT 1R

BOHLER ENGINEERING

6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com

REGISTRATION NUMBER: 18065

PLANS PREPARED BY

BOHLER ENGINEERING

FOR REVIEW PURPOSES ONLY

JORGE GONZALEZ-RODILES
LICENSE NUMBER: 117874

SHEET TITLE:

PHASE II EROSION AND SEDIMENTATION CONTROL PLAN - SWPPP SITE MAP

SHEET NUMBER:

SW-4

[illegible]

LAST REVISED:	WAL-MART
APRIL 30, 2011	STANDARD DETAIL

1	WAL-MART/SAM'S PROPERTY AREA	21.0
2	PERMITTED AREA WITHIN WAL-MART PROPERTY	2.0
3	PERMITTED AREA OUTSIDE OF WAL-MART PROPERTY	0.0
4	TOTAL PERMITTED PROJECT AREA (MUST MATCH NOI)	2.0
5	IMPERVIOUS AREA BEFORE PROJECT	2.0
6	IMPERVIOUS AREA AT COMPLETION	1.5
7	PERVIOUS AREA AT COMPLETION	0.5

LAST REVISED: JUNE 2013	WAL-MART STANDARD DETAIL
----------------------------	--------------------------------

OFF-SITE DRAINAGE AREA	FLOW (CFS)	AREA (ACRES)	AVERAGE SLOPE	MAXIMUM SLOPE	COVER TYPE
N/A	N/A	N/A	N/A	N/A	N/A

LAST REVISED: JUNE 2012	WAL-MART STANDARD DETAIL
----------------------------	--------------------------------

PRE-CONSTRUCTION RUNOFF COEFFICIENT:	"C" = 0.86
POST-CONSTRUCTION RUNOFF COEFFICIENT :	"C" = 0.81

LAST REVISED: JUNE 2012	WAL-MART STANDARD DETAIL
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ADDRESS:	6360 LAKE WORTH BLVD, LAKE WORTH, TX TX 76135
CENTER OF SITE:	
LATITUDE:	32°48'39.95" N
LONGITUDE:	97°25'36.26" W
ADJACENT SURROUNDING PROPERTIES:	WALMART SUPERCENTER IS LOCATED TO THE NORTH OF THE PROPOSED FUELING STATION. A BANK OF AMERICA IS LOCATED TO THE WEST OF THE PROPOSED SITE. RETAIL SHOPS ARE LOCATED TO THE EAST OF THE SITE ALONG LAKE WORTH BLVD.

LAST REVISED: JUNE 2012	WAL-MART STANDARD DETAIL
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LOWEST ELEVATION OF PROJECT SITE:	680.99'
HIGHEST ELEVATION OF PROJECT SITE:	694.03'
PERCENT SLOPE VARIATION:	THE EXISTING GRADE VARIES FROM 1.1% TO 4.8% SLOPE ACROSS THE SITE
TOPOGRAPHY CHANGES:	TOPOGRAPHY WILL BE MINIMALLY IMPACTED.
VEGETATION:	EXISTING VEGETATION CONSISTS OF FRONTAGE LANDSCAPING WITH TREES. FRONTAGE TREES WILL BE REMOVED, BUT THE PROPOSED VEGETATION WILL INCREASE LANDSCAPED AREA WITH NEW SITE LAYOUT.
AVERAGE SLOPE:	2.25%

LAST REVISED: JUNE 2013	WAL-MART STANDARD DETAIL
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SOIL TYPE AND TEXTURE:	THROUGH BORINGS BY ECS SOUTHWEST, LLP., THE PROJECT AREA CONSISTED OF FAT CLAYS CONSISTING OF DARK BROWN COLORS.
AVERAGE DEPTH OF TOPSOIL:	THE AVERAGE DEPTH OF TOPSOIL IS 5.8 FEET PER BORING LOGS FROM ECS SOUTHWEST, LLP.
AVERAGE DEPTH TO GROUNDWATER:	NO GROUNDWATER WAS ENCOUNTERED WHEN BORINGS WERE PERFORMED BY ECS SOUTHWEST, LLP. THE DEEPEST BORING WAS 25 FEET.

LAST REVISED: JUNE 2012	WAL-MART STANDARD DETAIL
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	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
AVERAGE RAINFALL IN INCHES	2.5	1.8	3.1	3.3	5.5	3.7	2.0	2.0	3.0	3.6	2.7	2.1
THE TOTAL AVERAGE ANNUAL RAINFALL FOR THE PROJECT AREA IS: 35.3 INCHES												
THE DESIGN RAIN EVENT FOR THE PROJECT IS A 100 YR STORM.												

LAST REVISED: JUNE 2012	WAL-MART STANDARD DETAIL
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SCHEDULES, INFORMATION, AND SUMMARY TABLES

[illegible]

PROJECT No.:	TD178006
DRAWN BY:	MJH
CHECKED BY:	DOC
DATE:	2/14/18
SCALE:	1" = 20'
CAD I.D.:	OP0

SW-5

NOTES:

1. IMPORTANT: GC SHALL NOT APPLY FLOCCULANTS WITHOUT PREVIOUS REVIEW AND WRITTEN CONFIRMATION BY CEC. FLOCCULANTS MUST BE USED ONLY IN LOCATIONS SHOWN ON THE SWPPP MAPS, AT RATES AND METHODS SPECIFIED AND AS APPROVED BY CEC. CEC SHALL CONFIRM WHETHER TO FOLLOW MANUFACTURER DIRECTION, OR MODIFY MANUFACTURER'S DIRECTION.

2. FLOCCULANTS SHALL BE USED AS FAR UPSTREAM OF BASINS, TRAPS, TANKS, OR OTHER WATER CONTAINMENT AREAS AS POSSIBLE. THE EFFECTIVENESS OF FLOCCULANTS DEPENDS ON THE TRAVEL TIME AND AGITATION OF THE WATER, FOR PROPER MIXING.

3. ALL SEDIMENTATION/SETTLING MUST OCCUR WITHIN THE LOD. THAT IS, VELOCITY OF FLOW IN WATER CONTAINMENT SHOULD BE NEAR ZERO, AND THE TIME OF RESIDENCE AS LONG AS POSSIBLE.

4. FLOC BLOCKS, FLOCCULANT-IMPREGNATED WATTLES, AND ANY OTHER CONTROL MEASURES WHICH SUPPLY FLOCCULANTS MUST BE REGULARLY INSPECTED AND MAINTAINED, AS ARE ALL OTHER CONTROL MEASURES.

5. STANDARD EROSION AND SEDIMENT CONTROLS ARE REQUIRED BOTH PRIOR TO AND AFTER CHEMICAL TREATMENT IN ACCORDANCE WITH THE SWPPP PLANS.

CHEMICALLY-ENHANCED SETTLING
PASSIVE TREATMENT SYSTEMS

SOURCE BOX

WAL-MART
STANDARD
DETAIL

NOTES:

1. VERIFY WITH CEC WHICH DISCHARGES FROM DEWATERING ACTIVITIES ARE ALLOWED OR ARE NOT ALLOWED NON-STORMWATER DISCHARGES UNDER THE GENERAL PERMIT AND OTHER REGULATIONS. OBTAIN ALL DEWATERING PERMITS AND AUTHORIZATIONS REQUIRED BY STATE AND LOCAL REGULATIONS. SEE THE REQUIRED DEWATERING PERMITS AND AUTHORIZATIONS TABLE BELOW. GC MUST COMPLETE COLUMNS 3 AND 4.

2. GC MUST WAIT TO HAVE WRITTEN DEWATERING PERMITS AND AUTHORIZATIONS BEFORE PERFORMING DEWATERING ACTIVITIES.

3. DISCHARGES FROM DEWATERING OPERATIONS MUST BE DIRECTED THROUGH AN APPROPRIATE POLLUTION PREVENTION/TREATMENT SYSTEM OF CONTROL MEASURES, SUCH AS A SEDIMENT/FILTER BAG, SEDIMENT TRAP OR SEDIMENT BASIN, AND OTHERS, AS NEEDED, PRIOR TO BEING DISCHARGED FROM THE SITE OR INTO A WATER BODY OF THE STATE. UNDER NO CIRCUMSTANCES ARE DISCHARGES FROM DEWATERING OPERATIONS TO BE DISCHARGED DIRECTLY INTO SANITARY SEWER SYSTEMS, STREAMS, RIVERS, LAKES OR OTHER AREAS BEYOND THE PERMITTED PROJECT AREA. LIKEWISE, DISCHARGES INTO STORM SEWER SYSTEMS THAT DO NOT DRAIN TO A SUITABLE ON-SITE TREATMENT FACILITY, SUCH AS A BASIN, ARE ALSO PROHIBITED. DISCHARGES FROM DEWATERING OPERATIONS MUST ALSO BE CONDUCTED IN A MANNER SUFFICIENT TO PREVENT EROSION FROM THE DISCHARGE RUNOFF.

4. IN SEDIMENT TRAP OR BASIN OR POND DEWATERING OPERATIONS, WATER MUST ONLY BE REMOVED FROM THE SURFACE OF THE CONTAINED WATER. A SKIMMER OR SIMILAR FLOATING DEVICE MUST BE USED, TO ONLY REMOVE THE WATER AT THE SURFACE.

5. DO NOT DISCHARGE ON A SLOPE GREATER THAN THREE PERCENT NOR WITHIN 20 FEET OF A SURFACE WATER BODY.

6. DEWATERING SHALL NOT OCCUR DURING OR IMMEDIATELY AFTER PRECIPITATION EVENTS, BUT EXCEPTIONS SHALL BE EVALUATED ON CASE BY CASE BASIS. CONTACT THE CEC AND RECEIVE WRITTEN APPROVAL.

REQUIRED DEWATERING PERMITS AND AUTHORIZATIONS

1	2	3	4
GOVERNING AGENCY	PERMIT NAME/TYPE	PERMIT NO. (GC TO COMPLETE)	DATE PERMIT WAS ISSUED BY AGENCY (GC TO COMPLETE)

DW

DEWATERING

SOURCE BOX

WAL-MART
STANDARD
DETAIL

LAST REVISED: JUNE 2012

NOTES:

1. SUBSTANCES THAT HAVE THE POTENTIAL FOR POLLUTING SURFACE AND/OR GROUNDWATER MUST BE CONTROLLED BY ANY MEANS NECESSARY TO ENSURE THAT THOSE DO NOT DISCHARGE FROM THE SITE. IN THIS REGARD, POTENTIALLY POLLUTING SUBSTANCES SHALL BE STORED AND HANDLED IN A MANNER CONSISTENT WITH THE RISK OF IMPACT THOSE REPRESENT, AND ACCORDING WITH THE REGULATIONS.

2. NO SOLID MATERIALS, INCLUDING BUILDING MATERIALS, ARE ALLOWED TO BE DISCHARGED FROM THE SITE WITH STORMWATER. ALL SOLID WASTE, INCLUDING DISPOSABLE MATERIALS INCIDENTAL TO THE CONSTRUCTION ACTIVITIES, MUST BE COLLECTED AND PLACED IN CONTAINERS. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE. THE CONTAINERS SHALL BE HAULED AWAY FROM THE SITE AND EMPTIED WHEN THOSE BECOME 95% FULL, OR AS NECESSARY, BY A CERTIFIED TRASH DISPOSAL SERVICE. LIDS OR COVERS FOR THE CONTAINERS SHALL BE PROVIDED FOR USE DURING RAIN EVENTS TO PREVENT WASTE CONTACT WITH STORMWATER. WASTES THAT CANNOT BE STORED IN A CONTAINER MUST BE STORED UNDER COVER OR INDOORS. THE LOCATION OF SOLID WASTE RECEPTACLES SHALL BE SHOWN ON THE SITE MAPS.

SOLID WASTE DISPOSAL

SOURCE BOX

WAL-MART
STANDARD
DETAIL

NOTES:

1. MATERIAL STORAGE AREAS SHOULD BE LOCATED, WHEN POSSIBLE, TO MINIMIZE EXPOSURE TO WEATHER. INSPECTIONS SHALL EVALUATE DISTURBED AREAS AND AREAS USED FOR STORING MATERIALS THAT ARE EXPOSED TO RAINFALL FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM OR DISCHARGING FROM THE SITE. IF NECESSARY, THE MATERIALS MUST BE COVERED OR ORIGINAL COVERS MUST BE REPAIRED OR SUPPLEMENTED. ALSO, PROTECTIVE BERMS MUST BE CONSTRUCTED, IF NEEDED, TO CONTAIN RUNOFF FROM MATERIAL STORAGE AREAS. GC SHALL ADHERE TO ALL STATE AND LOCAL REGULATIONS PERTAINING TO MATERIAL STORAGE AREAS.

2. CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS, AND OTHER TOXIC MATERIALS MUST BE STORED IN WATERPROOF CONTAINERS, EXCEPT DURING APPLICATION, THE CONTAINERS AND THE CONTENTS MUST BE KEPT IN TRUCKS OR INSIDE OF STORAGE FACILITIES. RUNOFF CONTAINING SUCH MATERIAL MUST BE COLLECTED, REMOVED FROM THE SITE, TREATED, AND DISPOSED OF AT AN APPROVED SOLID WASTE AND CHEMICAL DISPOSAL FACILITY.

MATERIAL LAYDOWN
AND STORAGE AREA

MLSA

SOURCE BOX

WAL-MART
STANDARD
DETAIL

LAST REVISED: JUNE 2013

NOTES:

1. CONTRACTOR SHALL PROVIDE DESIGNATED LOCATION FOR SORTING AND SEPARATING HAZARDOUS WASTES.

2. HAZARDOUS WASTE STORAGE MUST BE PROTECTED FROM WEATHER ELEMENTS AND HAVE RESTRICTED ACCESS.

3. HAZARDOUS WASTE STORAGE MUST COMPLY WITH LOCAL, STATE, AND FEDERAL REGULATIONS.

4. HAZARDOUS WASTE STORAGE MUST COMPLY WITH CONTRACT DOCUMENTS.

HAZARDOUS WASTE DISPOSAL

SOURCE BOX

WAL-MART
STANDARD
DETAIL

NOTES:

1. CONCRETE WASTE MANAGEMENT PERTAINS TO WASTE FROM CONCRETE READY-MIX TRUCKS, MASONRY OPERATIONS, AND SIMILAR WASTE.

2. DISCHARGE OF EXCESS OR WASTE CONCRETE AND/OR WASH WATER FROM CONCRETE TRUCKS IS ALLOWED AT THE CONSTRUCTION SITE. ONLY COMMERCIALY AVAILABLE ABOVE GROUND PORTABLE CONCRETE WASHOUT CONTAINERS ARE ALLOWED AND MUST BE PROTECTED FROM VEHICLE TRAFFIC AND CLEARLY IDENTIFIED BY LEGIBLE SIGNAGE, AND MUST BE LOCATED OUTSIDE OF VEGETATED BUFFERS AND AS FAR AS PRACTICABLE FROM STORMWATER CONVEYANCES AND IMPOUNDMENTS AND WATER BODIES. PORTABLE CONCRETE WASHOUT CONTAINERS SHALL CONTAIN AND/OR ACTIVELY MANAGE BOTH, SOLID AND FLUID, COMPONENTS OF THE MIX. CONCRETE WASHOUT CONTAINERS MUST BE CLEANED OR EXCHANGED WHEN THE REMAINING VOLUME IS REDUCED BY 85% TO PREVENT ANY POTENTIAL OVERFLOW IN A STORM EVENT.

3. ALTERNATIVELY, WASTE CONCRETE CAN BE PLACED INTO FORMS TO MAKE RIP RAP AND/OR OTHER USEFUL CONCRETE PRODUCTS. PORTABLE CONCRETE WASHOUT CONTAINERS SHALL BE DISPOSED IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THE GC IS RESPONSIBLE FOR ASSURING THAT THESE PROCEDURES, APPLICABLE LAWS, AND ENVIRONMENTAL REGULATIONS ARE FOLLOWED. THE LOCATION OF CONCRETE WASHOUT CONTAINERS SHALL BE SHOWN ON THE SITE MAPS.

CEMENT AND CONCRETE WASHOUT

CW

SOURCE BOX

WAL-MART
STANDARD
DETAIL

LAST REVISED: JUNE 2013

NOTES:

1. ALL PERSONNEL INVOLVED WITH CONSTRUCTION ACTIVITIES MUST COMPLY WITH STATE AND LOCAL SANITARY OR SEPTIC SYSTEM REGULATIONS. PORTABLE TOILETS MUST BE LOCATED AT LEAST 30 FEET FROM INLETS, CHANNELS, SWALES, OR PERMITTED LIMITS OF DISTURBANCE, AND MUST BE LOCATED AT LEAST 50 FEET FROM WATERS OF THE STATE, OR WATERS OF THE U.S.. PORTABLE TOILETS MUST BE SECURELY ANCHORED AND/OR TIED DOWN. SECONDARY CONTAINMENT SHALL BE PROVIDED AND FULL CAPACITY SHALL BE RESTORED IMMEDIATELY UPON DISCOVERY OF ITS DIMINSHMENT. THE LOCATION OF SANITARY FACILITIES SHALL BE SHOWN ON THE SITE MAPS.

SANITARY FACILITIES

SAF

SOURCE BOX

WAL-MART
STANDARD
DETAIL

LAST REVISED: JUNE 2013

NOTES:

1. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AREA AS CONDITIONS DEMAND.

TEMPORARY PARKING

TP

SOURCE BOX

WAL-MART
STANDARD
DETAIL

LAST REVISED: JUNE 2013

NOTES:

1. ALL ON-SITE TOPSOIL MUST BE PRESERVED FOR REUSE ON THE SITE DURING REVEGETATION, UNLESS IT IS INFEASIBLE OR UNREASONABLE TO DO SO. (NOTE: TOPSOIL STOCKPILING ON-SITE MAY BE INFEASIBLE IF SPACE IS NOT AVAILABLE ON-SITE FOR TOPSOIL STOCKPILING OR IF LITTLE TO NO VEGETATION IS TO REMAIN UNDER POST-CONSTRUCTION CONDITIONS. STOCKPILING OF TOPSOIL AT AN OFF-SITE LOCATION OR TRANSFER OF TOPSOIL TO OTHER LOCATIONS MAY ALSO BE ACCEPTABLE BUT MUST BE AUTHORIZED BY THE CEC).

2. ALL SOIL STOCKPILES MUST BE STABILIZED TO PREVENT EROSION AND FUGITIVE DUST. THE SURFACE OF THE STOCKPILE MUST BE PROPERLY PROTECTED TO ELIMINATE THE RISK OF EROSION. SEE TEMPORARY SEEDING OR STABILIZATION DETAIL. SUITABLE ALTERNATIVE MEANS OF STABILIZATION CAN BE USED, SUCH AS PROPERLY ANCHORED PLASTIC TARPS.

3. PERIMETER SEDIMENT CONTROLS ALSO MUST BE INSTALLED AT STOCKPILE LOCATIONS TO PREVENT CONTACT WITH STORMWATER, INCLUDING RUN-ON.

4. STOCKPILES MUST BE LOCATED OUTSIDE OF ANY VEGETATED BUFFER AREAS AND SHOULD BE LOCATED AS FAR AS PRACTICABLE FROM STORMWATER CONVEYANCES AND IMPOUNDMENTS AND WATER BODIES.

5. STOCKPILE LOCATIONS SHALL BE NOTED ON THE SITE MAPS.

SOURCE BOX

WAL-MART
STANDARD
DETAIL

LAST REVISED: JUNE 2012

NOTES:

1. LARGE AREAS OF SOIL THAT ARE DENUDED OF VEGETATION AND HAVE NO PROTECTION FROM PARTICLES BEING PICKED UP AND CARRIED BY WIND SHOULD BE PROTECTED WITH A TEMPORARY COVER OR KEPT UNDER CONTROL WITH WATER OR OTHER SOIL ADHERING PRODUCTS TO PREVENT SOIL PARTICLES FROM BECOMING AIRBORNE, AND FROM EXITING THE SITE PERIMETER.

2. WATER TRUCKS OR OTHER DUST CONTROL AGENTS SHALL BE USED AS NEEDED DURING CONSTRUCTION TO MINIMIZE DUST GENERATED ON THE SITE. TACKIFIERS MAY BE USED TO HOLD SOIL IN PLACE AND PREVENT DUST. MANUFACTURER RECOMMENDATIONS FOR APPLICATION LOCATIONS AND RATES MUST BE USED FOR DUST CONTROL APPLICATIONS. ONLY SWPPP-SPECIFIED TACKIFIERS MAY BE USED ON THE PROJECT SITE; ANY CHEMICAL APPLICATION NOT INCLUDED IN THE SWPPP MUST BE APPROVED, IN WRITING, BY THE CEC.

3. DUST CONTROL MUST BE PROVIDED BY THE GC TO A DEGREE THAT IS IN COMPLIANCE WITH APPLICABLE FEDERAL, LOCAL AND STATE DUST CONTROL REGULATIONS.

4. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.

5. IN ADDITION TO BMPs, GC SHALL PERFORM PER PRACTICES AND PROCEDURES WHICH MINIMIZE AND PREVENT AIRBORNE DUST OR OTHER PARTICLES FROM OCCURRING.

DUST CONTROL

DC

SOURCE BOX

WAL-MART
STANDARD
DETAIL

LAST REVISED: JUNE 2012

NOTES:

1. THE GC SHALL IDENTIFY FUELING AREAS WITH LEGIBLE SIGNAGE ON THE SITE. TEMPORARY ON-SITE FUEL TANKS FOR CONSTRUCTION VEHICLES SHALL MEET ALL LOCAL, STATE AND FEDERAL REGULATIONS. ALL TANKS, SINGLE AND DOUBLE WALLED, SHALL BE PROVIDED WITH SECONDARY CONTAINMENT (THAT IS CONTAINMENT EXTERNAL TO AND SEPARATE FROM PRIMARY CONTAINMENT). TANKS SHALL HAVE APPROVED SPILL CONTAINMENT WITH THE CAPACITY REQUIRED BY THE APPLICABLE REGULATIONS. SECONDARY CONTAINMENT SHALL BE CONSTRUCTED OF MATERIALS OF SUFFICIENT THICKNESS, DENSITY, AND COMPOSITION SO AS NOT TO BE STRUCTURALLY WEAKENED AS A RESULT OF CONTACT WITH THE FUEL STORED AND CAPABLE OF CONTAINING DISCHARGED FUEL FOR A PERIOD OF TIME EQUAL TO OR LONGER THAN THE MAXIMUM ANTICIPATED TIME SUFFICIENT TO ALLOW RECOVERY OF DISCHARGED FUEL. IT SHALL BE CAPABLE OF CONTAINING 110% OF THE VOLUME OF THE PRIMARY TANK IF A SINGLE TANK IS USED, OR IN THE CASE OF MULTIPLE TANKS, 150% OF THE LARGEST TANK OR 110% OF THE AGGREGATE, WHICHEVER IS LARGER.

2. THE TANKS SHALL BE IN SOUND CONDITION, FREE OF RUST OR OTHER DAMAGE WHICH MIGHT COMPROMISE CONTAINMENT. FUEL STORAGE AREAS SHALL MEET ALL EPA, OSHA AND OTHER REGULATORY REQUIREMENTS FOR SIGNAGE, FIRE EXTINGUISHERS, ETC. HOSES, VALVES, FITTINGS, CAPS, FILLER NOZZLES, AND ASSOCIATED HARDWARE SHALL BE MAINTAINED IN PROPER WORKING CONDITION AT ALL TIMES. TANKS SHALL BE LOCATED TO MINIMIZE EXPOSURE TO WEATHER AND SURFACE WATER DRAINAGE FEATURES. THE LOCATION OF FUEL TANKS SHALL BE SHOWN ON THE SITE MAPS.

3. A SPILL PREVENTION, CONTROL AND COUNTERMEASURE (SPCC) PLAN MUST BE DEVELOPED IF ABOVEGROUND OIL STORAGE CAPACITY AT THE CONSTRUCTION SITE EXCEEDS 1,320 GALLONS OR AS SPECIFIED BY STATE.

4. CONTAINERS WITH A STORAGE CAPACITY OF 55-GALLONS OR LESS ARE NOT INCLUDED WHEN CALCULATING SITE STORAGE CAPACITY. THE GC SHALL WORK WITH THE CEC TO DEVELOP AND IMPLEMENT A SPCC PLAN IN ACCORDANCE WITH THE OIL POLLUTION PREVENTION REGULATION AT TITLE 40 OF THE CODE OF FEDERAL REGULATIONS, PART 112, (40 CFR 112).

FUEL AND PETROLEUM
STORAGE AND USE

FPSU

SOURCE BOX

WAL-MART
STANDARD
DETAIL

LAST REVISED: JUNE 2013

NOTES:

1. THE GC SHALL DESIGNATE AREAS ON THE SITE MAPS FOR EQUIPMENT CLEANING, MAINTENANCE, AND REPAIR. THE GC AND SUBCONTRACTORS SHALL UTILIZE SUCH DESIGNATED AREAS. CLEANING, MAINTENANCE, AND REPAIR AREAS SHALL BE PROTECTED BY A TEMPORARY PERIMETER BERM, SHALL NOT OCCUR WITHIN 150 FEET OF ANY WATERWAY, WATER BODY OR WETLAND, AND SHALL OCCUR IN AREAS LOCATED AS FAR AS PRACTICAL FROM STORM SEWER INLETS. DRIP PANS SHALL BE USED FOR VEHICLE MAINTENANCE ACTIVITIES AND RESULTANT WASTES SHALL BE DISPOSED OF IN ACCORDANCE WITH THE HAZARDOUS MATERIAL MANAGEMENT AND SPILL REPORTING PLAN NOTES INCLUDED ON THIS PLAN SHEET.

2. USE OF DETERGENTS FOR LARGE SCALE WASHING IS PROHIBITED (FOR EXAMPLE, WASHING VEHICLES, BUILDINGS, PAVEMENT SURFACES, ETC.). ALL WASH WATER SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.

EQUIPMENT AND VEHICLE
CLEANING AND MAINTENANCE AREAS

EMA

SOURCE BOX

WAL-MART
STANDARD
DETAIL

LAST REVISED: JUNE 2013

NOTES:

1. THE GC SHALL IDENTIFY MASONS' AREA WITH LEGIBLE SIGNAGE ON THE SITE. TO THE EXTENT PRACTICAL, ALL MASONRY TOOLS, MATERIAL, INCLUDING SAND AND SACKED CEMENT AND/OR MORTAR MATERIALS, MIX, AND EQUIPMENT SHALL BE LOCATED WITHIN THE AREA IDENTIFIED. MATERIALS VULNERABLE TO WEATHER ELEMENTS SHALL BE STORED IN CONTAINERS AT THE END OF EACH WORK DAY; SUCH MATERIALS SHALL REMAIN STORED IN CONTAINERS WHEN NOT IN USE.

2. RUNOFF CONTROL, SUCH AS DIVERSION BERMS, SILT FENCE, SILT DIKE, OR OTHER MEANS OF CONTAINMENT SHALL BE PROVIDED TO PREVENT THE MIGRATION OF STORMWATER POLLUTANTS FROM THE MASONS' AREA. COVERED RECEPTACLES FOR DEBRIS AND TRASH DISPOSAL SHALL ALSO BE PROVIDED.

3. THE MASONS' AREA SHALL MEET OSHA AND OTHER REGULATORY REQUIREMENTS FOR PERSONAL PROTECTIVE EQUIPMENT (PPE), FIRE EXTINGUISHERS, ETC. GC SHALL PROVIDE SCREENING OR OTHER TECHNOLOGIES FOR MASONS' AREA TO PREVENT AIRBORNE TRANSPORT OF CEMENT DUST AND OTHER PARTICULATES DUE TO HIGH SPEED WIND OR OTHER CONDITIONS. THE LOCATION OF THE MASONS' AREA SHALL BE SHOWN ON THE SITE MAPS.

IRRIGATION OR DISPERSION

ID

SOURCE BOX

WAL-MART
STANDARD
DETAIL

LAST REVISED: JUNE 2013

NOTES:

1. STORM DRAIN INLET PROTECTION MEASURES SHALL PREVENT SOIL AND DEBRIS FROM ENTERING STORM DRAIN INLETS.

2. TEMPORARY CONTROLS SHALL BE CONSTRUCTED BEFORE THE SURROUNDING AREA IS DISTURBED.

3. TO PREVENT CLOGGING, STORM DRAIN CONTROL STRUCTURES MUST BE MAINTAINED FREQUENTLY.

4. CHECK ALL TEMPORARY CONTROL MEASURES DAILY, AND AFTER EACH STORM EVENT.

5. CONTROL MEASURES MUST BE BUILT PER DETAIL AND PLANS, AND MUST BE IN GOOD WORKING CONDITION AT ALL TIMES.

INLET PROTECTION

IP

SOURCE BOX

WAL-MART
STANDARD
DETAIL

LAST REVISED: JUNE 2013

NOTES:

1. THIS SECTION INCLUDES THE CONTROLS OF POLLUTANTS OTHER THAN SEDIMENT AND ADDITIONAL REQUIREMENTS OF THE GENERAL PERMIT.

OTHER POLLUTANT CONTROLS

OPC

SOURCE BOX

WAL-MART
STANDARD
DETAIL

LAST REVISED: JUNE 2013

OWNER/DEVELOPER:

WAL-MART STORES TEXAS LLC
P.O. BOX 8050
BENTONVILLE, AR
72712-8055
(479) 204-0070

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC.

SWPP PERFORMANCE STANDARDS

BOHLER
ENGINEERING

11175 DTD178000CRAWLING PLAN SETS DTD178000CPO.DWG PRINTED BY: MHAUBERT 4.05.18 @ 10:24 AM LAST SAVED BY: MHAUBERT

SITE OPERATOR/GENERAL CONTRACTOR:

OWNER/DEVELOPER:

DESIGNER:

DATE:

SCALE:

CAD I.D.:

11175 DTD178000CRAWLING PLAN SETS DTD178000CPO.DWG PRINTED BY: MHAUBERT 4.05.18 @ 10:24 AM LAST SAVED BY: MHAUBERT

BOHLER
ENGINEERING

11175 DTD178000CRAWLING PLAN SETS DTD178000CPO.DWG PRINTED BY: MHAUBERT 4.05.18 @ 10:24 AM LAST SAVED BY: MHAUBERT

11175 DTD178000CRAWLING PLAN SETS DTD178000CPO.DWG PRINTED BY: MHAUBERT 4.05.18 @ 10:24 AM LAST SAVED BY: MHAUBERT

REVISIONS				
REV	DATE	COMMENT	BY	MUH
1	4/5/18	BUILDING LOCATION REVISION		

811

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BEFORE YOU DIG

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NOT APPROVED FOR
CONSTRUCTION

PROJECT No.: TD178006
DRAWN BY: MHAUBERT
CHECKED BY: DOC
DATE: 2/14/18
SCALE: 1" = 20'
CAD I.D.: OPD

PROJECT: PROP.
SITE PLAN
DOCUMENTS
FOR

Walmart

Save money. Live better.

LOCATION OF SITE
STORE #0972
6364 LAKE WORTH BLVD
LAKE WORTH, TX 76135
LAKE WORTH TOWNE CENTER
BLOCK A, LOT 1R

BOHLER
ENGINEERING

6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
REGISTRATION NUMBER: 19065

PLANS PREPARED BY

BOHLER
ENGINEERING

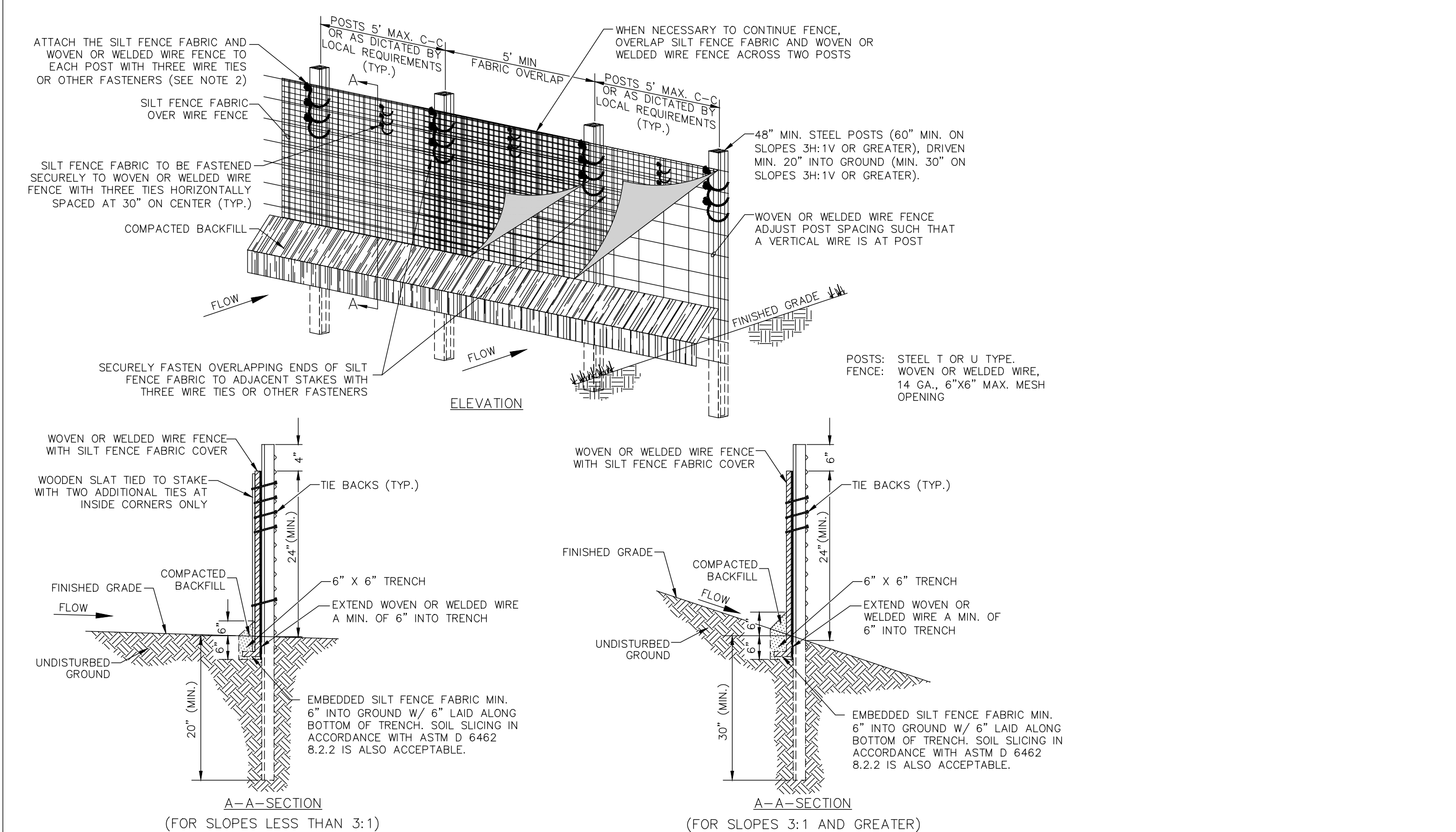
FOR REVIEW PURPOSES ONLY
JORGE GONZALEZ-RODILES
LICENSE NUMBER: 117874

SHEET TITLE:

SWPP
PERFORMANCE
STANDARDS

SHEET NUMBER:

SW-6



SPECIFICATIONS FOR SILT FENCE INSTALLATION

1. MATERIALS AND INSTALLATION SHALL COMPLY WITH ASTM D 6462 LATEST EDITION.
2. INSTALL SILT FENCE AT A FAIRLY LEVEL GRADE ALONG THE CONTOUR WITH THE ENDS CURVED UPHILL TO PROVIDE SUFFICIENT UPSTREAM STORAGE VOLUME FOR THE ANTICIPATED RUNOFF.
3. ATTACH THE GEOTEXTILE OR FABRIC TO THE WOVEN OR WELDED WIRE FENCE WITH THREE WIRE TIES OR OTHER FASTENERS (HORIZONTALLY SPACED EVERY 30"), ALL SPACED WITHIN THE TOP 8" OF THE FABRIC. ATTACH EACH TIE DIAGONALLY 45 DEGREES THROUGH THE FABRIC, WITH EACH PUNCTURE AT LEAST 1" VERTICALLY APART. AT EACH POST, ATTACH THE GEOTEXTILE OR FABRIC AND THE WOVEN OR WELDED WIRE FENCE TO THE POST AS PREVIOUSLY STATED. IN ADDITION, EACH TIE PLACED ON A POST SHOULD BE POSITIONED TO HANG ON A POST NIPPLE WHEN TIGHTENED TO PREVENT SAGGING.
4. WHEN TWO SECTIONS OF SILT FENCE FABRIC ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED A MINIMUM OF 60" ACROSS TWO POSTS, AS SHOWN.
5. ALL SILT FENCE SHALL INCLUDE WIRE SUPPORT UNLESS THE STATIC SLICING EQUIPMENT IS UTILIZED TO INSTALL THE FENCE PER DETAIL, "SILT FENCE INSTALLATION (SLICING METHOD)".
6. WRAP APPROXIMATELY 6" OF FABRIC AROUND THE END POSTS AND SECURE WITH 3 TIES.
7. COMPACT THE SOIL IMMEDIATELY NEXT TO THE SILT FENCE FABRIC WITH THE FRONT WHEEL OF THE TRACTOR, SKID STEER, OR ROLLER EXERTING AT LEAST 60 POUNDS PER SQ. INCH. COMPACT THE UPSTREAM SIDE FIRST. COMPACT EACH SIDE TWICE FOR A TOTAL OF FOUR TRIPS.
8. ADD POST CAPS AS NEEDED BASED ON SITE CONDITIONS AND APPLICABLE AGENCY REQUIREMENTS.

MAINTENANCE NOTES

1. SILT FENCES SHALL BE INSPECTED ALONG ITS ENTIRETY AND MUST BE CLEANED WHEN SEDIMENT HAS ACCUMULATED TO ONE-THIRD THE HEIGHT OF THE SILT FENCE. MAINTENANCE CLEANOUT MUST BE CONDUCTED REGULARLY TO PREVENT ACCUMULATED SEDIMENTS FROM REACHING ON-THIRD THE HEIGHT OF THE SILT FENCE.
2. ALL MATERIAL EXCAVATED FROM BEHIND SILT FENCE SHALL BE STOCKPILED ON AN UPLAND PORTION OF THE SITE IF SUITABLE FOR REUSE.
3. SPECIAL ATTENTION SHOULD BE PAID TO ENSURE THAT NO UNDERMINING OF SILT FENCE HAS OCCURRED AND THAT NO BYPASS IS OCCURRING AT JOINING SECTIONS.
4. IF EXCESS SEDIMENT IS ACCUMULATING IN ANY SECTION OF SILT FENCE, THE CONTRACTOR SHOULD IMPLEMENT ADDITIONAL UPSTREAM STABILIZATION MEASURES OR ADDITIONAL BMPs. (PENDING CEC APPROVAL.) TO PREVENT EXCESSIVE BUILDUP ON SILT FENCE.
5. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED.

PHASE I SILT FENCE				
SILT FENCE SECTION	TYPE (WIRE BACK OR SUECED)	SECTION LENGTH (FT)	DRAINAGE AREA (ACRES)	AVERAGE SLOPE OF AREA
SF1	WIRE BACK	242	0.54	3.14%
SF2	WIRE BACK	246	0.96	2.63%
SF3	WIRE BACK	232	0.41	1.59%
SF4	WIRE BACK	230	0.56	2.86%

PHASE II SILT FENCE				
SILT FENCE SECTION	TYPE (WIRE BACK OR SUECED)	SECTION LENGTH (FT)	DRAINAGE AREA (ACRES)	AVERAGE SLOPE OF AREA
SF1	WIRE BACK	242	0.54	3.14%
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SF3	WIRE BACK	232	0.41	1.59%
SF4	WIRE BACK	230	0.56	2.86%

TABLE 1 Temporary Silt Fence Material Property Requirements					
	Test Method	Units	Supported ^a Silt Fence	Unsupported ^a Silt Fence	Type of Value
Grab Strength	ASTM D 4632	N (lbs)			
	Machine Direction		400 (90)	550 (90)	MARV
	X-Machine Direction		400 (90)	450 (90)	MARV
Permittivity ^b	ASTM D 4491	sec-1	0.05	0.05	MARV
Apparent Opening Size ^b	ASTM D 4751	mm (US Sieve #)	0.60 (30)	0.60 (30)	Max. ARV ^c
Ultraviolet Stability	ASTM D 4355	% Retained Strength	70% after 500 h of exposure	70% after 500 h of exposure	Typical

^aSilt fence support shall consist of 14 gauge steel wire with a mesh spacing of 150 mm (6 in.) or prefabricated polymer mesh of equivalent strength.
^bThese default values are based on empirical evidence with a variety of sediments. For environmentally sensitive areas, a review of previous experience and/or site or regionally specific geotextile tests in accordance with Test Method D 5141 should be performed by the agency to confirm suitability of these requirements.
^cAs measured in accordance with Test Method D 4632.

TABLE 1 TAKEN FROM ASTM D 6462-99 (2002)

SEDIMENTATION/SILT FENCE WITH WIRE BACKING
N.T.S.

SOURCE BOX	
LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2012	

NOTES:

1. THE GC IS REQUIRED TO, AT A MINIMUM, INITIATE SOIL STABILIZATION MEASURES IMMEDIATELY WHENEVER ANY CLEARING, GRADING, EXCAVATING, OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE, OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT LIKELY RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
2. THE GC HAS 7 DAYS FROM INITIATION OF STABILIZATION TO COMPLETE SOIL PREPARATION, SEEDING, MULCHING, AND ANY OTHER REQUIRED ACTIVITIES RELATED TO THE PLANTING AND ESTABLISHMENT OF VEGETATION. THE GC ALSO HAS 7 DAYS FROM INITIATION OF STABILIZATION TO COMPLETELY INSTALL NON-VEGETATED MEASURES, IF UTILIZED.
3. ALL DISTURBED AREAS MUST BE STABILIZED TEMPORARILY WITH THE USE OF FAST-GERMINATING ANNUAL GRASS/GRAIN VARIETIES APPROPRIATE FOR SITE SOIL AND CLIMATE CONDITIONS. MULCH IS REQUIRED FOR ALL SEEDING APPLICATIONS, AND ALL MULCH APPLICATIONS MUST INCLUDE A SUITABLE FORM OF MULCH ANCHORING TO MINIMIZE MOVEMENT OF MULCH BY WIND OR WATER.
4. ALTERNATIVE STABILIZATION MEASURES TO SEEDING, SUCH AS ANCHORED MULCH APPLICATION (WITHOUT SEEDING), MAY BE UTILIZED DURING PERIODS WHEN VEGETATIVE GROWTH IS UNLIKELY (E.G. WINTER MONTHS).
5. IT IS NOT ACCEPTABLE TO ALLOW BARE SOIL TO REMAIN EXPOSED AT ANY TIME DURING THE YEAR, REGARDLESS OF WEATHER/TEMPERATURE/SITE CONDITIONS.
6. ALTERNATIVE STABILIZATION MEASURES INCLUDE, BUT ARE NOT LIMITED TO: ANCHORED STRAW/HAY MULCH, WOOD CELLULOSE FIBER MULCH, SPRAY-ON SOIL GLUES/BINDERS, AND ROLLED EROSION CONTROL PRODUCTS.
7. ALL ROLLED EROSION CONTROL PRODUCTS SHALL HAVE CURRENT QOOR(TM) STATUS ISSUED BY THE EROSION CONTROL TECHNOLOGY COUNCIL (ECTC) PLUS ANY STATE, OR AGENCY-SPECIFIC REQUIREMENTS. EVIDENCE OF QOOR(TM) APPROVAL SHALL ACCOMPANY THE PRODUCT SHIPPED TO THE JOBSITE FOR READY IDENTIFICATION BY THE CONTRACTOR OR AGENCY INSPECTOR.
8. ROLLED EROSION CONTROL PRODUCTS (NETS, BLANKETS, TURF REINFORCED MATES) AND VEGETATED AREAS NOT MEETING REQUIRED VEGETATIVE DENSITIES FOR FINAL STABILIZATION MUST BE INSPECTED DAILY. RINING, RUTTING AND OTHER SIGNS OF EROSION INDICATE THE SPECIFIED EROSION CONTROL DEVICE IS NOT FUNCTIONING OR INSTALLED PROPERLY AND/OR ADDITIONAL EROSION CONTROL DEVICES ARE WARRANTED.

TEMPORARY SEEDING OR STABILIZATION
N.T.S.

SOURCE BOX	
LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2012	

NOTES:

1. CONSIDERATION MUST BE GIVEN TO ANTICIPATED CLIMATE AND SEASONAL CONDITIONS WHEN PLANTING SEED.
2. SEED SHALL BE FREE OF WEEDY SPECIES AND APPROPRIATE FOR SITE SOILS AND REGIONAL CLIMATE. SEED AND MULCH PER THE CONSTRUCTION DRAWINGS AND THE 02900 PLANTING SPECIFICATION IMMEDIATELY AFTER TOPSOIL IS APPLIED AND FINAL GRADE IS REACHED.
3. THE SITE HAS ACHIEVED FINAL STABILIZATION ONCE ALL AREAS ARE COVERED WITH BUILDING FOUNDATION OR PAVEMENT, OTHER LANDSCAPING COVER (STONE, MULCH, ETC.), OR HAVE A STAND OF GRASS WITH A MINIMUM OF 70 PERCENT DENSITY OVER THE ENTIRE VEGETATED AREA, OR GREATER IN ACCORDANCE WITH THE GENERAL PERMIT REQUIREMENTS.
4. VEGETATED AREAS MUST BE WATERED, FERTILIZED, AND RESEEDED AS NEEDED TO ACHIEVE THIS REQUIREMENT.
5. THE VEGETATIVE DENSITY MUST BE MAINTAINED THROUGH PROJECT COMPLETION TO BE CONSIDERED STABILIZED. AREAS PROTECTED BY EROSION CONTROL BLANKETS ARE NOT PERMANENTLY STABILIZED UNTIL THE APPLICABLE GENERAL PERMIT REQUIREMENT FOR FINAL VEGETATIVE DENSITY IS ACHIEVED.
6. RIP-RAP, MULCH, GRAVEL, DECOMPOSED GRANITE OR OTHER EQUIVALENT PERMANENT STABILIZATION MEASURES MAY BE EMPLOYED IN LIEU OF VEGETATION BASED ON SITE-SPECIFIC CONDITIONS, DESIGN AND GOVERNING AUTHORITY APPROVAL.
7. ALL VEGETATED AREAS SHALL BE INSPECTED REGULARLY TO CONFIRM THAT A HEALTHY STAND OF GRASS IS MAINTAINED.

SEEDING/VEGETATION REQUIREMENTS
N.T.S.

SOURCE BOX	
LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2012	

NOTES:

1. PERMANENT STABILIZATION SHALL BE ACCOMPLISHED IN ALL DISTURBED AREAS BY COVERING THE SOIL WITH PAVEMENT, BUILDING STRUCTURES, VEGETATION, OR OTHER FORMS OF SOIL STABILIZATION.
2. THE GC IS REQUIRED TO INITIATE PERMANENT SOIL STABILIZATION MEASURES IMMEDIATELY UPON REACHING FINAL GRADE. FOR THOSE AREAS NOT AT FINAL GRADE THAT WILL NOT BE DISTURBED FOR GREATER THAN 14 DAYS, THE CONTRACTOR SHOULD INITIATE TEMPORARY STABILIZATION PER THE TEMPORARY SEEDING OR STABILIZATION DETAIL.
3. THE GC HAS 7 DAYS FROM INITIATION OF STABILIZATION TO COMPLETE SOIL PREPARATION, SEEDING, MULCHING, AND ANY OTHER REQUIRED ACTIVITIES RELATED TO THE PLANTING AND ESTABLISHMENT OF VEGETATION. THE GC ALSO HAS 7 DAYS FROM INITIATION OF STABILIZATION TO COMPLETELY INSTALL NON-VEGETATED MEASURES, IF UTILIZED.
4. SOILS MUST BE PREPARED BEFORE INSTALLATION OF SOD OR SEED.
5. AT THE COMPLETION OF GROUND-DISTURBING ACTIVITIES, THE ENTIRE SITE MUST HAVE PERMANENT VEGETATIVE COVER MEETING VEGETATIVE DENSITY REQUIREMENTS IN THE GENERAL PERMIT, OR MULCH PER LANDSCAPE PLAN, IN ALL AREAS NOT COVERED BY HARDSCAPE (STONE, PAVEMENT, BUILDINGS, ETC.).
6. SEEDING AREAS SHALL BE PROTECTED WITH STRAW MULCH, HYDRAULIC MULCH OR A ROLLED EROSION CONTROL PRODUCT. STRAW MULCH MUST BE TACKIFIED OR CRIMPED BY DISC OR OTHER MACHINERY, AND ROLLED EROSION CONTROL PRODUCTS MUST BE INSTALLED PER MANUFACTURER RECOMMENDATIONS. ONLY ROLLED EROSION CONTROL PRODUCTS ARE PERMITTED TO BE USED IN FLOW CONVEYANCES.
7. ALL AREAS TO BE SEEDING MUST MEET TOPSOIL DEPTH, PH AND ORGANIC CONTENT REQUIREMENTS.
8. FINAL SITE STABILIZATION IS ACHIEVED WHEN PERENNIAL VEGETATIVE COVER PROVIDES PERMANENT STABILIZATION WITH A UNIFORM DENSITY GREATER THAN 70 PERCENT OVER THE ENTIRE AREA TO BE STABILIZED BY VEGETATIVE COVER. THIS AREA IS EXCLUSIVE OF AREAS THAT ARE COVERED WITH ROCK (CRUSHED GRANITE, GRAVEL, ETC.) OR LANDSCAPE MULCH, PAVED OR HAVE A BUILDING OR OTHER PERMANENT STRUCTURE ON THEM.

PERMANENT SEEDING, SOD OR MULCHING
N.T.S.

SOURCE BOX	
LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2012	

OWNER/DEVELOPER:
WAL-MART STORES TEXAS LLC
P.O. BOX 8050
BENTONVILLE, AR
72712-8055
(479) 204-0070

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS
AND ANY NEW PLAN SHEETS ISSUED BY THE CEC.

EROSION CONTROL DETAILS

BOHLER ENGINEERING

SITE DESIGN, CONSTRUCTION, EROSION CONTROL, LANDSCAPE ARCHITECTURE
LAND SURVEYING, PROGRAM MANAGEMENT, PERMITTING SERVICES, TRANSPORTATION SERVICES

RALEIGH, NC
LEHIGH VALLEY, PA
REHOBOTH BEACH, FL
BALTIMORE, MD
NEW YORK, NY
PHILADELPHIA, PA

ATLANTA, GA
TAMPA, FL
NORTH CAROLINA
NORTH VIRGINIA
DALLAS - FT. WORTH, TX

REVISIONS				
REV	DATE	COMMENT	BY	
1	4/5/18	BUILDING LOCATION REVISION	MJH	

811

KNOW WHAT'S BELOW
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It's fast. It's free. It's the law.

NOT APPROVED FOR
CONSTRUCTION

PROJECT No.:	TD178006
DRAWN BY:	MJH
CHECKED BY:	DOC
DATE:	2/14/18
SCALE:	1" = 20'
CAD I.D.:	OP0

PROJECT: **PROP. SITE PLAN DOCUMENTS**
FOR

Walmart
Save money. Live better.

LOCATION OF SITE
STORE #0972
6364 LAKE WORTH BLVD
LAKE WORTH, TX 76135
LAKE WORTH TOWNE CENTER
BLOCK A, LOT 1R

BOHLER ENGINEERING

6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
REGISTRATION NUMBER: 18065

PLANS PREPARED BY
BOHLER ENGINEERING

FOR REVIEW PURPOSES ONLY
JORGE GONZALEZ-RODILES
LICENSE NUMBER: 117874

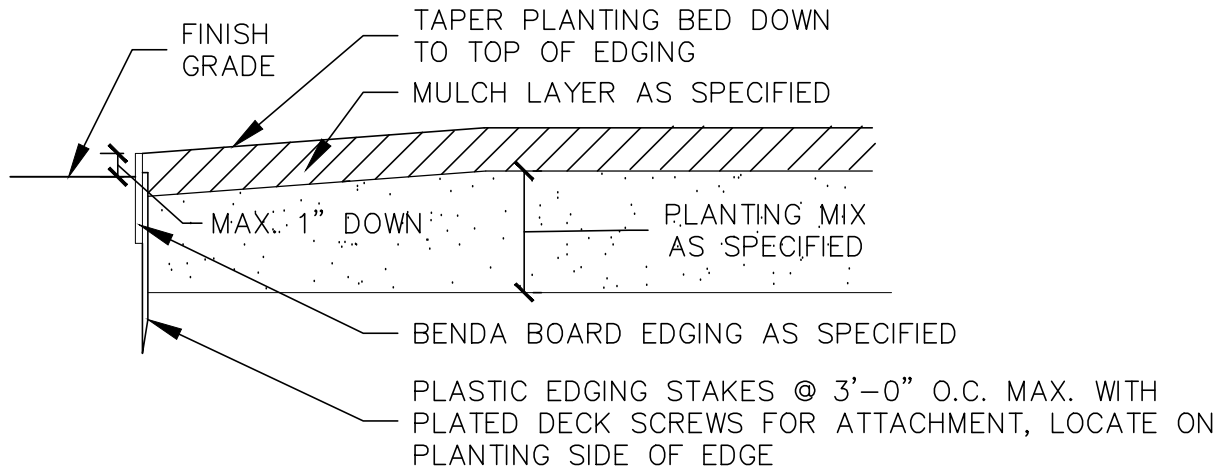
SHEET TITLE:
EROSION CONTROL DETAILS

SHEET NUMBER:
SW-8

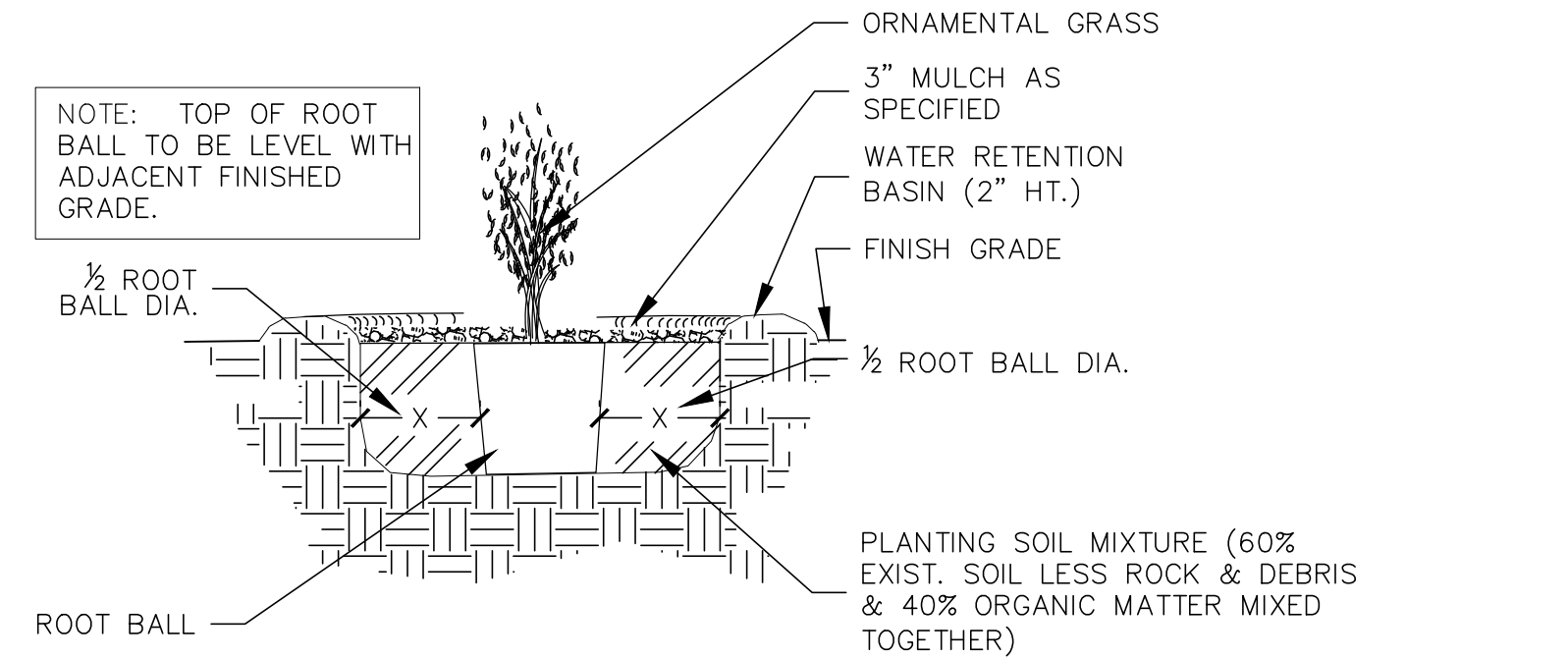
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Drawing: H:\17\TD178006\Drawings\Plan Sets\Landscape\Lake Worth-LS.dwg Saved By: mhaubert Save Time: 3/7/2018 4:53 PM

LANDSCAPE NOTES:

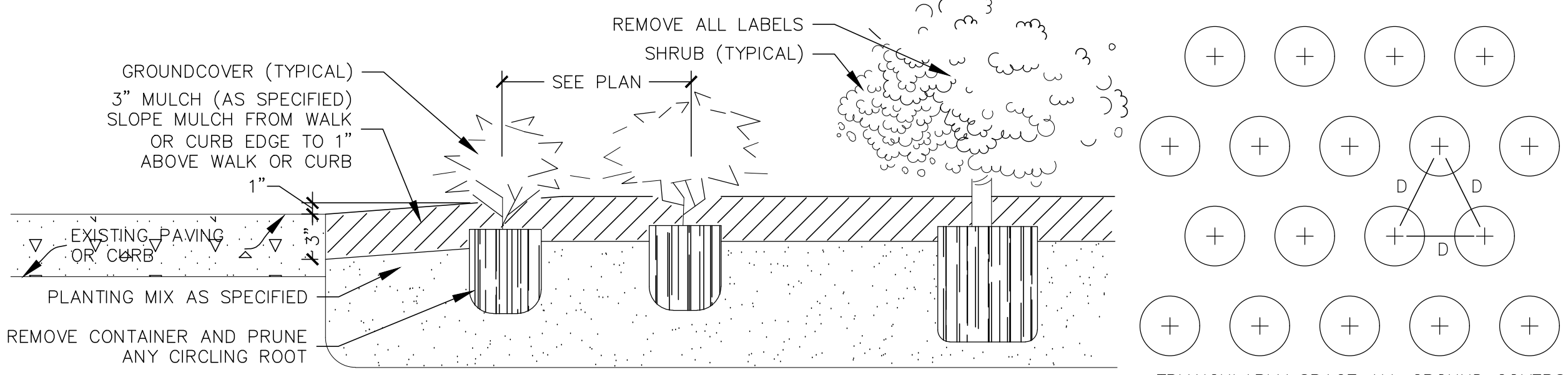
1. A TREE PERMIT IS REQUIRED FOR ALL REMOVAL OF ALL TREES, PROTECTED AND UNPROTECTED.
2. PLANT MATERIAL SHALL BE MEASURED AND SIZED ACCORDING TO THE LATEST EDITION OF THE TEXAS NURSERY & LANDSCAPE ASSOCIATION (TNLA) SPECIFICATIONS, GRADES AND STANDARDS.
3. ALL PLANT SUBSTITUTIONS ARE SUBJECT TO CITY OF LAKE WORTH APPROVAL AND MUST BE SPECIFIED ON THE APPROVED LANDSCAPE PLAN.
4. GROUND COVERS USED IN LIEU OF TURF GRASS MUST PROVIDE COMPLETE COVERAGE WITHIN ONE (1) YEAR OF PLANTING AND MAINTAIN ADEQUATE COVERAGE AS APPROVED BY THE CITY OF LAKE WORTH.
5. TREES MUST BE PLANTED FOUR FEET (4') OR GREATER FROM CURBS, SIDEWALKS, UTILITY LINES, SCREENING WALLS AND/OR OTHER STRUCTURES. THE CITY OF LAKE WORTH HAS FINAL APPROVAL FOR ALL TREE PLACEMENTS.
6. TREE PITS SHALL HAVE ROUGHENED SIDES AND BE TWO TO THREE TIMES WIDER THAN THE ROOT BALL OF THE TREE IN ORDER TO FACILITATE HEALTHY ROOT GROWTH.
7. TREES SHALL NOT BE PLANTED DEEPER THAN THE BASE OF THE "TRUNK FLARE".
8. THE TREE PIT SHALL BE BACKFILLED WITH NATIVE TOPSOIL FREE OF ROCK AND OTHER DEBRIS.
9. BURLAP, TWINE AND WIRE BASKETS SHALL BE LOOSEENED AND PULLED BACK FROM THE TRUNK OF TREE AS MUCH AS POSSIBLE.
10. TREES SHALL NOT BE WATERED TO EXCESS THAT RESULTS IN SOIL SATURATION. IF SOIL BECOMES SATURATED, THE WATERING SCHEDULE SHALL BE ADJUSTED TO ALLOW FOR DRAINAGE AND ABSORPTION OF THE EXCESS WATER.
11. A 3" LAYER OF MULCH SHALL BE PROVIDED AROUND THE BASE OF THE PLANTED TREE. THE MULCH SHALL BE PULLED BACK 4" FROM THE TRUNK OF THE TREE.
12. NO PERSON(S) OR ENTITY MAY USE IMPROPER OR MALICIOUS MAINTENANCE OR PRUNING TECHNIQUES WHICH WOULD LIKELY LEAD TO THE DEATH OF THE TREE. IMPROPER OR MALICIOUS TECHNIQUES INCLUDE, BUT ARE NOT LIMITED TO, TOPPING OR OTHER UNSYMMETRICAL TRIMMING OF TREES, TRIMMING TREES WITH A BACKHOE, OR USE OF FIRE OR POISON TO CAUSE THE DEATH OF A TREE.
13. ALL BEDS TO HAVE 3" OF COMPOSTED SOIL, LIVING EARTH TECHNOLOGY, OR APPROVED EQUAL TO A DEPTH OF 8" MINIMUM.
14. ALL PLANT BEDS SHALL BE TOP-DRESSED WITH A MINIMUM OF 3 INCHES OF HARDWOOD OR OTHER MULCH.
15. TREES OVERHANGING WALKS AND PARKING SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 7 FEET. TREES OVERHANGING PUBLIC STREET PAVEMENT DRIVE AISLES AND FIRE LANES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 14 FEET.
16. A VISIBILITY TRIANGLE MUST BE PROVIDED AT ALL INTERSECTIONS. SHRUBS ARE NOT TO EXCEED 30 INCHES IN HEIGHT. TREES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 7 FEET AT TIME OF PLANTING.
17. TREES PLANTED ON A SLOPE SHALL HAVE THE SOIL STAIN AT THE AVERAGE GRADE OF SLOPE.
18. NO SHRUBS SHALL BE PERMITTED WITHIN AREAS LESS THAN 3 FEET IN WIDTH. ALL BEDS LESS THAN 3 FEET IN WIDTH SHALL BE GRASS, GROUNDCOVER OR SOME TYPE OF FIXED PAVING.
19. THE OWNER, TENANT, AND/OR THEIR AGENTS, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERMANENCE OF PLANT MATERIAL. ALL LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE, BUT NOT LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, AND OTHER ACTIVITIES NECESSARY FOR THE MAINTENANCE OF LANDSCAPED AREAS.
20. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL THAT IS DAMAGED, DESTROYED, OR REMOVED SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR SIZE AND VARIETY WITHIN 30 DAYS UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY OF LAKE WORTH.
21. LANDSCAPE AND OPEN AREAS SHALL BE KEPT FREE OFF TRASH, LITTER AND WEEDS.
22. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO IRRIGATE ALL LANDSCAPE AREAS. OVERSPRAY ON STREETS AND WALKS IS PROHIBITED. A PERMIT FROM THE BUILDING INSPECTION DEPARTMENT IS REQUIRED FOR EACH IRRIGATION SYSTEM.
23. NO PLANT MATERIAL SHALL BE ALLOWED TO ENCROACH ON RIGHT-OF-WAY, SIDEWALKS OR EASEMENTS TO THE EXTENT THAT THE VISION OR ROUTE OF TRAVEL FOR VEHICULAR, PEDESTRIAN, OR BICYCLE TRAFFIC IS IMPEDED.
24. NO PLANTING AREAS SHALL EXCEED 3:1 SLOPE. 3' HORIZONTAL TO 1' VERTICAL.
25. EARTHEN BERMS SHALL NOT INCLUDE CONSTRUCTION DEBRIS. CONTRACTOR MUST CORRECT SLIPPAGE OR DAMAGE TO THE SMOOTH FINISH GRADE OF THE BERM PRIOR TO ACCEPTANCE.
26. ALL WALKWAYS SHALL MEET A.D.A. AND T.A.S. REQUIREMENTS.
27. CONTACT CITY OF LAKE WORTH'S PLANNING DEPARTMENT AT FOR LANDSCAPE INSPECTION. NOTE LANDSCAPE INSTALLATION MUST COMPLY WITH APPROVED LANDSCAPE PLANS PRIOR FINAL ACCEPTANCE BY THE CITY OF LAKE WORTH AND/OR OBTAINING A CERTIFICATE OF OCCUPANCY.
28. FINAL INSPECTION AND APPROVAL OF SCREENING WALLS, IRRIGATION AND LANDSCAPE IS SUBJECT TO ALL PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO MANHOLES, VALVES, WATER METERS, CLEANOUTS AND OTHER APPURTENANCES, TO BE ACCESSIBLE, ADJUSTED TO GRADE AND TO THE CITY OF LAKE WORTH'S PUBLIC WORKS DEPARTMENT STANDARDS.
29. PRIOR TO CALLING FOR A LANDSCAPE INSPECTION, CONTRACTOR IS RESPONSIBLE FOR MARKING ALL MANHOLES, VALVES, WATER METERS, CLEANOUTS AND OTHER UTILITY APPURTENANCES WITH FLAGGING FOR FIELD VERIFICATION BY THE PUBLIC WORKS DEPARTMENT.



1 TYPICAL BED EDGING DETAIL
L1 NOT TO SCALE



1 POCKET PLANTING ORNAMENTAL GRASS DETAIL
L8 NOT TO SCALE

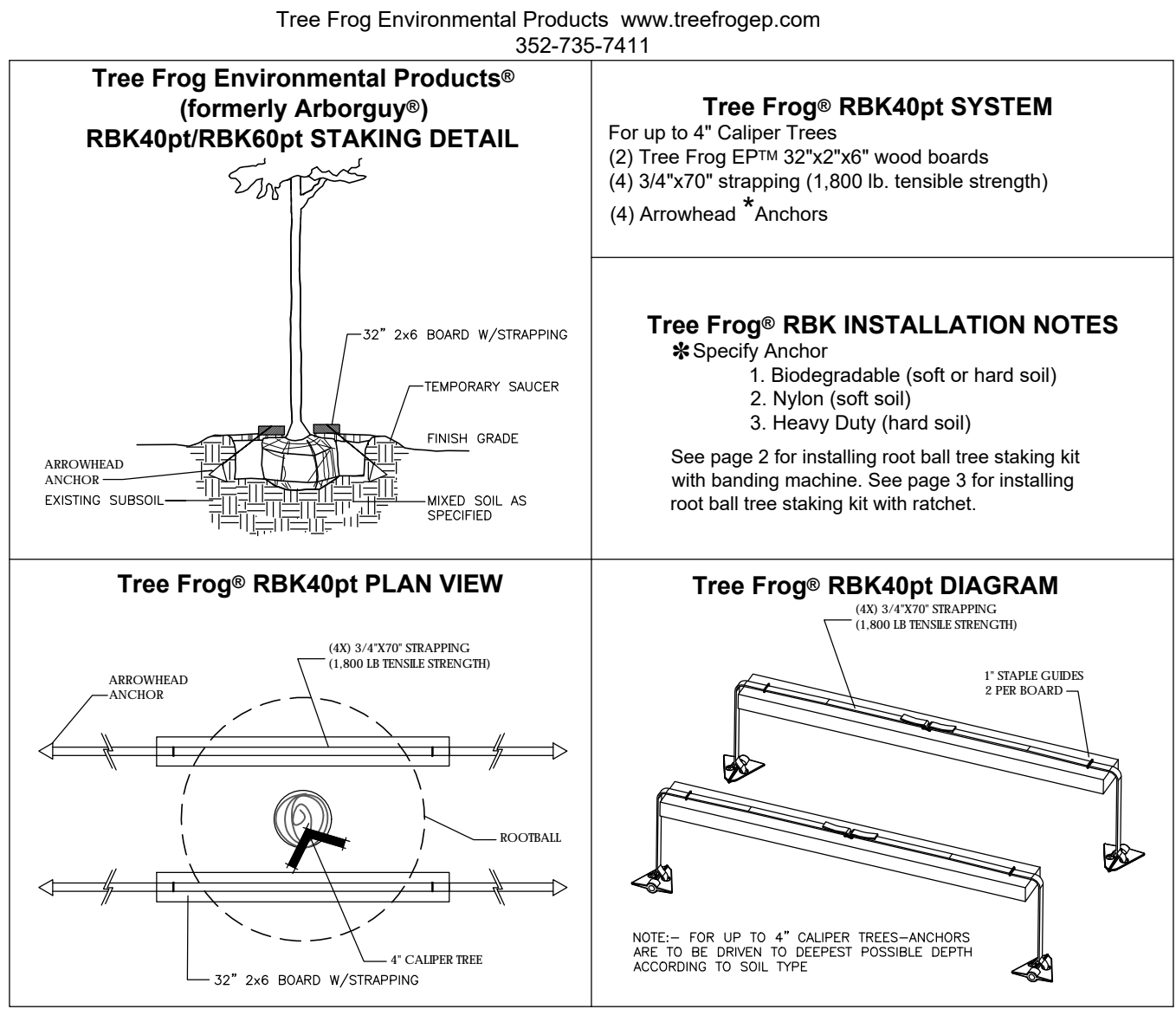


1 SHRUB AND GROUNDCOVER PLANTING DETAIL
L1 NOT TO SCALE

PLANT LIST

SYMBOL	COMMON/BOTANICAL NAME	SIZE	SPACING	QUANTITY	REMARKS
LO	LIVE OAK / QUERCUS VIRGINIANA	3" CALIPER	AS SHOWN	3	6' MINIMUM SPREAD; MINIMUM 12' HEIGHT; FULL ROUNDED HEAD 6' MINIMUM BRANCHING HEIGHT; NURSERY GROWN,
LE	LACEBARK ELM / ULMUS PARVIFOLIA	3" CALIPER	AS SHOWN	1	6' MINIMUM SPREAD; MINIMUM 12' HEIGHT; FULL ROUNDED HEAD 6' MINIMUM BRANCHING HEIGHT; NURSERY GROWN,
CE	CEDAR ELM / ULMUS CRASSIFOLIA	3" CALIPER	AS SHOWN	1	6' MINIMUM SPREAD; MINIMUM 12' HEIGHT; FULL ROUNDED HEAD 6' MINIMUM BRANCHING HEIGHT; NURSERY GROWN,
RB	FOREST PANSY REDBUD / CERCIS CANADENSIS 'FOREST PANSY'	2" CALIPER	AS SHOWN	2	5' MINIMUM SPREAD; MINIMUM 8' HEIGHT; 2" MIN. CAL.; FULL HEAD NURSERY GROWN
	DWARF BURFORD HOLLY / ILEX CORNUTA 'BURFORDII NANA'	5 GALLON	AS SHOWN	63	FULL PLANTS
	TEXAS SAGE / LEUCOPHYLLUM FRUTESCENS	5 GALLON	AS SHOWN	5	FULL PLANTS
	COMMON BERMUDA SOLID SOD	SOLID SOD	SQUARE FEET	8,120	MINIMUM 100% COVERAGE
	DECOMPOSED GRANITE MULCH	4" DEPTH	CUBIC YARDS	3	4" DEPTH WITH FILTER FABRIC

- GENERAL NOTES:
1. STABILIZE SOIL BELOW ROOT BALL PRIOR TO PLANTING TO PREVENT TREE FROM SETTLING.
 2. TOP OF ROOTBALL SHALL 1" TO 2" ABOVE FINISHED GRADE.
 3. ALL WIRE ROPE AND SYNTHETIC MATERIALS SHALL BE REMOVED COMPLETELY FROM ROOTBALL AND REMOVE TOP 1/3 OF BURLAP PLANTING PITS SHALL BE SQUARE, SIDES OF PITS SHALL BE THOROUGHLY SCARIFIED/ROUGHENED TO ELIMINATE FLARED AS SHOWN IN TYPICAL DETAIL



4 TREE PLANTING
L2 NOT TO SCALE

GENERAL CONSTRUCTION NOTES

1. IT IS NOT THE INTENT OF THESE CONSTRUCTION NOTES TO COVER ALL DETAILS AND/OR SPECIFICATION REQUIREMENTS OF THE CITY OF LAKE WORTH. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF LAKE WORTH'S STANDARD SPECIFICATIONS, GENERAL DESIGN STANDARDS, ORDINANCES, RULES, POLICIES, REQUIREMENTS AND REGULATIONS, AS WELL AS ANY OTHER APPLICABLE STATE AND/OR FEDERAL RULES, REGULATIONS AND/OR REQUIREMENTS, AS THEY EXIST OR MAY BE AMENDED. ENGINEERING DRAWINGS SHALL GOVERN FOR CONSTRUCTION OF ALL CIVIL IMPROVEMENTS.
2. THE EXISTENCE AND LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN (MAIN LINES, NO LATERAL OR SERVICES SHOWN) ON THE DRAWINGS WERE OBTAINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. NEITHER THE OWNER NOR THE LANDSCAPE ARCHITECT ASSUMES ANY RESPONSIBILITY FOR UTILITIES NOT SHOWN OR NOT IN THE LOCATION SHOWN. THE CONTRACTOR SHALL DETERMINE THE DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO TRENCHING AND SHALL BE REQUIRED TO TAKE ANY PRECAUTIONARY MEASURES TO PROTECT ALL LINES SHOWN AND / OR ANY OTHER UNDERGROUND UTILITIES NOT OF RECORD OR NOT SHOWN ON THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL FRANCHISE AND CITY OF LAKE WORTH UTILITIES PRIOR TO CONSTRUCTION.
3. ANY CONTRACTOR / SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS. SAID EXISTING IMPROVEMENTS SHALL INCLUDE BUT NOT BE LIMITED TO BERMS, DITCHES, FENCES, AND PLANTS. ANY REMOVAL OR DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR AT HIS EXPENSE AND SHALL BE APPROVED BY THE CITY OF LAKE WORTH.
4. ALL CONSTRUCTION, TESTING, AND MATERIALS SHALL MEET OR EXCEED ALL REQUIREMENTS OF THE CITY OF LAKE WORTH. ALL SUBMITTALS MUST BE ORIGINALS WITH SIGNATURES WHERE APPLICABLE; FACSIMILES OR EMAILS SHALL BE FOLLOWED UP WITH ORIGINALS.
5. ALL TESTING SHALL BE DONE BY AN APPROVED LABORATORY AT THE EXPENSE OF THE CONTRACTOR. THE CITY OF LAKE WORTH WILL ONLY ACCEPT SIGNED ORIGINAL COPIES OF ALL TESTING REPORTS FOR REVIEW.
6. THE DEVELOPER OR HIS/HER DESIGNEE SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING ALL TEMPORARY AND PERMANENT TRAFFIC CONTROL IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF THE LATEST REVISION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL HANDBOOK. ALL REFERENCE FOR USING TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) STANDARDS AND CONSTRUCTION DETAILS SHALL BE THE LATEST REVISIONS AND/OR AMENDMENTS THEREOF. THE CITY OF LAKE WORTH USES RAISED PAVEMENT MARKINGS (BUTTONS) FOR STRIPING AND THERMOPLASTIC MARKINGS IN LIEU OF PAINT. THE MINIMUM SIGN SIZE SHALL BE THE STANDARD SIZE IN THE MANUAL. DETAILS ARE AVAILABLE UPON REQUEST FOR THE TYPE OF BUTTON PATTERNS AND POSTS AND CONNECTIONS REQUIRED FOR THE SIGNS.
7. THE CONTRACTOR SHALL MAKE EVERY EFFORT NOT TO IMPEDE TRAFFIC ON EXISTING STREETS, ALLEYS, OR FIRELANES OPEN TO THE PUBLIC. IN THE EVENT THE CONSTRUCTION WORK REQUIRES THE CLOSURE OF AN EXISTING STREET, ALLEY, OR FIRELANE, THE CONTRACTOR SHALL REQUEST THE ROAD CLOSURE THROUGH THE CITY OF LAKE WORTH. IF THE CLOSURE ELIMINATES THE SECOND POINT OF ACCESS TO EXISTING BUILDINGS WITH A CERTIFICATE OF OCCUPANCY, THEN THE ACCESS MAY NOT BE CLOSED FOR MORE THAN FORTY-EIGHT (48) HOURS AND WILL REQUIRE FIRE MARSHAL APPROVAL IN EITHER CASE. UNLESS OTHERWISE SPECIFIED BY THE CITY OF LAKE WORTH, ALL OTHER STREETS OR ALLEYS MAY NOT BE CLOSED FOR MORE THAN SEVENTY-TWO (72) HOURS.



Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1908

TBAE Firm #BR643



March 8, 2018

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

LANDSCAPE AND SCREENING

Landscape Details

Walmart Refueling Station

City of Lake Worth, Tarrant County, Texas

DATE	BY	PLAN REVIEW REVISIONS	#	0					

PROJECT
BOH004

SHEET
L2 of 2

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

ZONING DISTRICT CHANGE WITH LAND USE DESIGNATION
& DEVELOPMENT PLAN AND SITE PLAN AMENDMENT
PLANNING & ZONING CASE #PZ-2018-07

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 land use designation and site plan amendment. 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, April 17, 2018, at the Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider recommendations to the Planning and Zoning Commission regarding an Ordinance amending Ordinance No. 741, so as to change the zoning designation of an approximately 21.014-acre parcel of land, legally known as Block A, Lot 1R, Lake Worth Towne Center, Lake Worth, Tarrant County, Texas, being that all of the certain called 21.014-acre parcel of **land recorded in the deed records of Tarrant County, Texas, from a zoning designation of "PC" – Planned Commercial** for the use of a Walmart to a zoning designation of **"PC" – Planned Commercial** for the use of Retail for a Walmart Supercenter with a Fuel Station/Convenience Store, along with an amended 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 21.014-acre parcel of land located at 6360 Lake Worth Blvd., Lake Worth, Texas. The City Council will conduct a second Public Hearing at 6:30 p.m. on Tuesday, May 8, 2018, at the 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.

VICINITY MAP ON REVERSE

Benedict A Silverman
300 71st Street, Suite #448
Miami Beach, FL 33141

HJD Investment LLC
6352 Lake Worth Blvd.
Lake Worth, Texas 76135

Target Corporation
PO Box 9456
Minneapolis, MN 55440-9456

Retail Buildings Inc
3000 NE 63rd St
Oklahoma City, OK 73121-1202

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

Trinity SGL I LP
6353 Lake Worth Blvd.
Lake Worth, Texas 76135

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

O'Reilly Auto Enterprises LLC
PO Box 9167
Springfield, MO 65801

Fast Vineyard LLC
108 Town Park Dr. NW
Kennesaw, GA 30144

Lutco Investments II LLC
2002 Huntcliff Ct
Allen, Texas 75013

FYI Group
101 N Tryon Street
Charlotte, NC 28246-0100

Metroplex Multifood Inc
101 E Cherokee St
Jacksonville, Texas 75766

McDonalds Corp
3303 Summergrove Drive
Arlington, Texas 76001-6566

Encore Realty Co LC
1705 W Northwest Hwy, Suite #260
Grapevine, Texas 76051

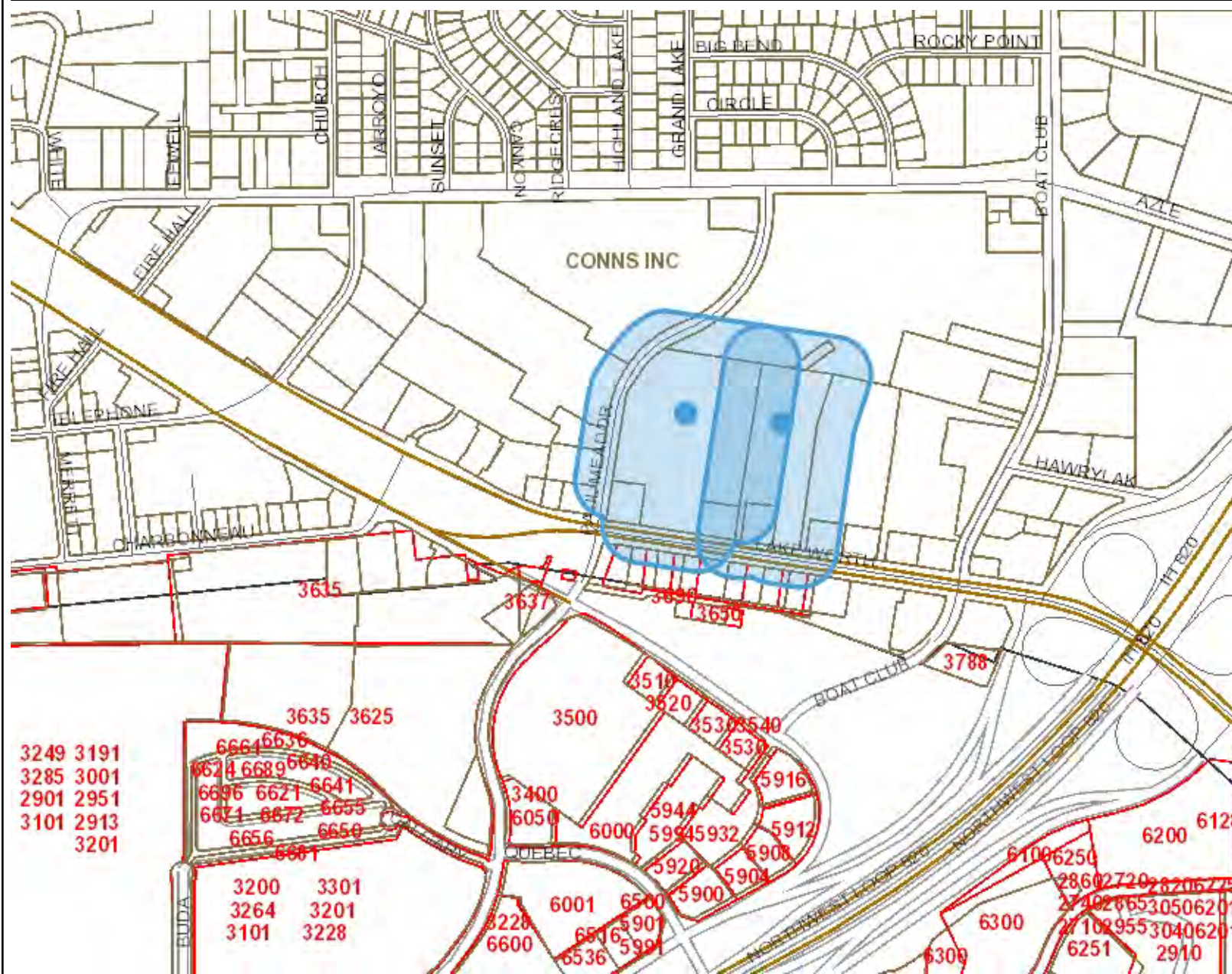
6358 Lake Worth LP
2525 McKinnon St, Suite #700
Dallas, Texas 75201

Sam's 1.25 Cleaners Inc
8617 Water Front Ct
Fort Worth, Texas 76179

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

Discount Tire Co of Texas Inc
20225 N Scottsdale Rd
Scottsdale, AZ 85255

TSCA-335 LP
301 S Sherman St, Suite #100
Richardson, Texas 75081



Legend

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



4/6/18 1:14 PM

1: 9,411



0.3 0 0.15 0.3 Miles

This 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
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 #PZ-2018-07.

☐ I am **AGAINST** the proposed zoning case as explained on the attached public notice for Zoning Case #PZ-2018-07.

Date, Time and Location of Planning & Zoning Commission Meeting: **Tuesday, April 17, 2018 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Date, Time and Location of City Council Meeting: **Tuesday, May 8, 2018 at 6:30 pm. - Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135**

Name: TSCA-33.5 Limited Partnership
(Please print)

Mailing Address: 301 S Sherman, Suite 100
Richardson, TX 75081

Signature: 

Date: 4/12/18

Property Address(s): _____

16302 - 6342 Lake Worth Blvd

Lot 3R1 + 3R2
Lake Worth
Center Addition

COMMENTS:

PLEASE TURN IN PUBLIC COMMENT FORM NO LATER THAN
THURSDAY, APRIL 12, 2018 @ NOON TO BE INCLUDED IN THE AGENDA PACKET

RECEIVED

APR 12 2018

RCC Development Review Web Tool - Project Details and Comments

Project Details

Contact Information:

Name Suzanne Meason
Title/Position P&Z Administrator
Entity City of Lake Worth
E-mail smeason@lakeworthtx.org
Phone 817-255-7922

Project Number: 105

Parcel ID(s): 23246-A-1R1, 23246-A-1R2

Project Description: This project is a land use/site plan amendment for the existing Walmart site to add a Fuel Center/Convenience Store to the property. The property does not fall into the APZ's or dD noise contours.

Date Submitted: 4/12/2018 1:58:09 PM

Deadline for Comments: 4/16/2018

Comments

Name	Entity	Date	Comment
Doug Howard	City of Benbrook	4/16/2018	No concerns from Benbrook City Staff.

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. F.1

From: Sean Densmore, Director of Public Works

Item: Discuss and consider a change order request in the amount of \$37,964.70, a 25% increase to the concrete contract with Raydon Inc. for the 2017 Concrete Rehabilitation projects.

Summary:

At the April 11, 2017 meeting the council awarded the 2017 Concrete Rehabilitation Project contract to Raydon, Inc. The awarded contract's base bid amount was established at \$151,585.80 for one (1) year with the option to annually renew for up to three (3) years. Staff is requesting an increase to the base bid amount of 25%, \$37,965.20, for additional repairs to Wallis Road and Osage Trail.

An increase of 25% of the current Concrete Rehabilitation Project contract is permissible per Local Government Code 252.048.

Fiscal Impact:

1. \$37,965.20 - Increase was discussed at the mid-year budget workshop and will be presented through Agenda Item F1 pertaining to budget amendments.

Attachments:

1. City of Lake Worth 2017 Concrete Rehabilitation, Change Order No. 1

Recommended Motion or Action:

Move to approve a change order request in the amount of \$37,964.70, a 25% increase to the concrete contract with Raydon Inc. for the 2017 Concrete Rehabilitation projects.



April 11, 2018

Mr. Sean Densmore
City of Lake Worth
3805 Adam Grubb
Lake Worth, Texas 76135

RE: Change Order No. 1
City of Lake Worth 2017 Concrete Rehabilitation
KHA No. 061060001

Dear Sean:

Attached please find Change Order No. 1 for the referenced project. Kimley-Horn recommends approval of the \$37,965.20 increase in the contract amount.

Change Order No. 1 results in a revised total contract amount of \$189,824.00. A summary of the original contract amount and change orders to date follows:

Original Contract Amount	Change Order Number	Change in Contract Amount	Revised Contract Amount
\$151,858.80			
	1	\$37,965.20	\$189,824.00
Net Change in Original Contract Amount through Change Orders: 25%			

Please execute the attached originals and return one (1) to Raydon, Inc. one (1) to Kimley-Horn and Associates, and retain one (1) for your records.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Misty D. Christian, P.E., CFM

MDC:jlj

Copy to: Raydon, Inc.

K:\FTW_Uilities\061060001\PROJECTS\Concrete Rehab\Concrete_rehab_2017\CCA\Change Order\CO1.docx

Lake Worth City Council Meeting –May 8, 2018

Agenda Item No. F.2

From: Sean Densmore, Director of Public Works

Item: Discuss and consider Resolution No. 2018-20, amending the bid for the 43rd Year Tarrant County Community Development Block Grant (CDBG) Project for Caddo and Apache Trail Sanitary Sewer Line Rehabilitation for the total base bid of \$165,652.00 and to pledge the City contribution amount of \$10,419.00.

Summary:

The City Council is being asked to consider Resolution No. 2018-20 amending the previously approved recommendation by including the City's pledge amount and recommending an award of a construction contract to JRB Pipeline Service, LLC by Tarrant County for the CDBG project of Caddo and Apache Trail Sanitary Sewer Line Rehabilitation.

Following approval of Resolution No. 2018-18 on April 12, 2018 it was brought to the City's attention that Tarrant County is requiring the City pledge \$10,419.00 for the difference in engineering fees.

The proposed resolution will approve recommendations in order for Tarrant County to award the contract to perform construction services for the 43rd Year CDBG Project. This project is for rehabilitation of the sanitary sewer lines at the following locations:

1. Caddo; and
2. Apache Trail.

Sealed bids were received on Wednesday, March 7, 2018 with nine (9) bidders responding. The lowest responsible bidder is JRB Pipeline Services, LLC for a total base bid price of \$165,625.00.

The available construction funding from Tarrant County for this project is \$170,205.00.

Fiscal Impact:

1. \$165,625.00 – CDBG Funding
2. \$10,419.00 – City Funding

Attachments:

1. Resolution No. 2018-20
2. Bid Tabulation Sheet
3. Kimley-Horn recommendation letter

Recommended Motion or Action:

Move to approve Resolution No. 2018-20, amending the bid for the 43rd Year Tarrant County Community Development Block Grant (CDBG) Project for Caddo and Apache Trail Sanitary Sewer Line Rehabilitation for the total base bid of \$165,652.00 and to pledge the City contribution amount of \$10,419.00.

RESOLUTION NO. 2018-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH, TEXAS, AMENDING THE CITY'S RECOMMENDATION TO AWARD A CONSTRUCTION CONTRACT BY TARRANT COUNTY TO JRB PIPELINE SERVICES LLC. FOR THE 43rd ANNUAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PROJECT IDENTIFIED AS CADDO AND APACHE TRAIL SANITARY SEWER LINE REHABILITATION PROJECT WITHIN THE CITY OF LAKE WORTH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth, Texas does hereby wish to participate in the 43rd Year CDBG project with Tarrant County; and

WHEREAS, the 43rd Year CDBG project has been designated for the Caddo and Apache Trail Sanitary Sewer Line Rehabilitation, Project #B17-UC-48-0001-44-50; and

WHEREAS, Tarrant County Community Development accepted bids for the project on March 7, 2018 and the lowest responsible bidder was, JRB Pipeline Services, LLC;

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

SECTION 1. That the City of Lake Worth hereby recommends that Tarrant County award the contract for Caddo and Apache Trail Sanitary Sewer Line Rehabilitation Project (CDBG) to JRB Pipeline Services, LLC, for a base bid amount of \$165,625.00 and to pledge the City contribution amount of \$10,419.00.

SECTION 2. That this Resolution shall be effective immediately upon its adoption.

SECTION 3. That Resolution No. 2018-18 passed by the City Council on April 10, 2018 is hereby repealed.

PASSED AND APPROVED this 8th day of May 2018.

APPROVED:

Walter Bowen, Mayor

ATTEST:

Monica Solko, City Secretary

Owner: **Tarrant County/City of Lake Worth**

Job No.: **061271209**

Project: **Caddo Trail and Apache Trail Sanitary Sewer Project**

Date: **March 7, 2018**

				BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
				JRB Pipeline Services, LLC 9463 Sandyland Blvd Dallas, TX 75217		Micam Development, LLC 1226 W. Park Ave. Weatherford, TX 76086		R&D Burns Brothers, Inc. PO Box 786 Burleson, TX 76097		Excel 4 Construction, LLC PO Box 4739 Fort Worth, TX 76164		Canary Construction, Inc. 802 N. Kealy Ave. Ste. 101 Lewisville, TX 75057	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid													
1	General Site Preparation (All Removals)	1	LS	\$7,000.00	\$7,000.00	\$4,200.00	\$4,200.00	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00
2	6" SDR-26 PVC Sanitary Sewer Pipe by Open Cut (0-6 ft deep)	225	LF	\$39.00	\$8,775.00	\$51.00	\$11,475.00	\$65.00	\$14,625.00	\$68.00	\$15,300.00	\$65.00	\$14,625.00
3	6" SDR-26 PVC Sanitary Sewer Pipe by Open Cut (6-10 ft deep)	1,125	LF	\$41.00	\$46,125.00	\$72.00	\$81,000.00	\$65.00	\$73,125.00	\$75.00	\$84,375.00	\$75.00	\$84,375.00
4	4" Diameter Sanitary Sewer Manhole (0-6 ft deep)	4	EA	\$3,500.00	\$14,000.00	\$2,545.00	\$10,180.00	\$4,200.00	\$16,800.00	\$5,000.00	\$20,000.00	\$4,000.00	\$16,000.00
5	5' Diameter Sanitary Sewer Drop Manhole (0-6 ft deep)	1	EA	\$4,800.00	\$4,800.00	\$4,559.51	\$4,559.51	\$5,800.00	\$5,800.00	\$9,000.00	\$9,000.00	\$6,000.00	\$6,000.00
6	4' Sanitary Sewer Manhole Extra Depth (>6 ft deep)	4	VF	\$350.00	\$1,400.00	\$261.00	\$1,044.00	\$250.00	\$1,000.00	\$185.00	\$740.00	\$320.00	\$1,280.00
7	5' Sanitary Sewer Drop Manhole Extra Depth (>6 ft deep)	7	VF	\$450.00	\$3,150.00	\$417.00	\$2,919.00	\$275.00	\$1,925.00	\$285.00	\$1,995.00	\$394.00	\$2,758.00
8	Remove Existing Sanitary Sewer Manhole	1	EA	\$1,300.00	\$1,300.00	\$1,681.00	\$1,681.00	\$400.00	\$400.00	\$500.00	\$500.00	\$600.00	\$600.00
9	Connect Proposed Sanitary Sewer Lines to Existing Sanitary Sewer Manhole	1	EA	\$1,200.00	\$1,200.00	\$1,225.00	\$1,225.00	\$500.00	\$500.00	\$400.00	\$400.00	\$1,230.00	\$1,230.00
10	Connect Existing Sanitary Sewer Lines to Proposed Sanitary Sewer Manhole	1	EA	\$1,200.00	\$1,200.00	\$700.00	\$700.00	\$500.00	\$500.00	\$450.00	\$450.00	\$900.00	\$900.00
11	Sanitary Sewer Service Connection with Cleanout	16	EA	\$1,125.00	\$18,000.00	\$725.00	\$11,600.00	\$950.00	\$15,200.00	\$1,000.00	\$16,000.00	\$1,100.00	\$17,600.00
12	Sanitary Sewer Service 6" In- Road Cleanout	1	EA	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,400.00	\$1,400.00	\$1,100.00	\$1,100.00	\$944.00	\$944.00
13	Asphalt Repair	375	SY	\$79.00	\$29,625.00	\$70.58	\$26,467.50	\$80.00	\$30,000.00	\$77.00	\$28,875.00	\$75.00	\$28,125.00
14	Gabion Mattress Repair	30	SY	\$225.00	\$6,750.00	\$45.00	\$1,350.00	\$85.00	\$2,550.00	\$245.00	\$7,350.00	\$188.00	\$5,640.00
15	6" Concrete Curb and 18" Gutter Repair	70	LF	\$55.00	\$3,850.00	\$26.00	\$1,820.00	\$80.00	\$5,600.00	\$25.00	\$1,750.00	\$75.00	\$5,250.00
16	Install 6' Tall Chain Link Fencing with Supports	30	LF	\$70.00	\$2,100.00	\$24.00	\$720.00	\$75.00	\$2,250.00	\$20.00	\$600.00	\$44.00	\$1,320.00
17	Install 8' Tall Wooden Fence with Supports	75	LF	\$80.00	\$6,000.00	\$36.00	\$2,700.00	\$100.00	\$7,500.00	\$34.00	\$2,550.00	\$65.00	\$4,875.00
18	Install 4' Wide Chain Link Gate	2	EA	\$600.00	\$1,200.00	\$322.00	\$644.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00	\$200.00	\$400.00
19	Trench Safety	1,300	LF	\$1.00	\$1,300.00	\$0.75	\$975.00	\$2.00	\$2,600.00	\$1.00	\$1,300.00	\$1.00	\$1,300.00
20	Post-Construction Television Inspection Including Sewer Services	1,300	LF	\$2.00	\$2,600.00	\$0.98	\$1,274.00	\$2.75	\$3,575.00	\$1.00	\$1,300.00	\$2.00	\$2,600.00
21	Abandon Existing Sanitary Sewer Line	6	EA	\$300.00	\$1,800.00	\$125.00	\$750.00	\$500.00	\$3,000.00	\$1,500.00	\$9,000.00	\$850.00	\$5,100.00
22	Remove and Replace 8' Tall Chain Link Fence	15	LF	\$80.00	\$1,200.00	\$56.00	\$840.00	\$125.00	\$1,875.00	\$30.00	\$450.00	\$62.00	\$930.00
23	Remove and Replace Cattle Wire Fence	15	LF	\$70.00	\$1,050.00	\$11.00	\$165.00	\$75.00	\$1,125.00	\$15.00	\$225.00	\$55.00	\$825.00
Total Base Bid				\$165,625.00		\$169,489.01		\$199,850.00		\$210,260.00		\$212,677.00	

Correction made to Bid Item Total

				BIDDER 6		BIDDER 7		BIDDER 8		BIDDER 9		BIDDER 9	
				Atkins Bros Equip Co. Inc. 3516 Old Fort Worth Rd Midlothian, TX 76065		Bristow Contracting, LLC 8855 West Freeway, Ste. 211 Fort Worth, TX 76116		DDM Construction Corp. 807 N. Frontage Valley View, TX 76272		TexGlobal Contractors, Inc. 115 West 7th Street, Ste. 1500 Fort Worth, TX 76102		Reytech Services, Inc. 2864 North Hampton Dr. Grand Prairie, TX 75052	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid													
1	General Site Preparation (All Removals)	1	LS	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	Non-Responsive	
2	6" SDR-26 PVC Sanitary Sewer Pipe by Open Cut (0-6 ft deep)	225	LF	\$70.00	\$15,750.00	\$42.00	\$9,450.00	\$50.00	\$11,250.00	\$83.40	\$18,765.00		
3	6" SDR-26 PVC Sanitary Sewer Pipe by Open Cut (6-10 ft deep)	1,125	LF	\$86.00	\$96,750.00	\$48.00	\$54,000.00	\$60.00	\$67,500.00	\$83.40	\$93,825.00		
4	4" Diameter Sanitary Sewer Manhole (0-6 ft deep)	4	EA	\$7,000.00	\$28,000.00	\$5,600.00	\$22,400.00	\$4,700.00	\$18,800.00	\$2,850.00	\$11,400.00		
5	5' Diameter Sanitary Sewer Drop Manhole (0-6 ft deep)	1	EA	\$8,000.00	\$8,000.00	\$9,200.00	\$9,200.00	\$8,300.00	\$8,300.00	\$5,800.00	\$5,800.00		
6	4' Sanitary Sewer Manhole Extra Depth (>6 ft deep)	4	VF	\$200.00	\$800.00	\$480.00	\$1,920.00	\$1,100.00	\$4,400.00	\$500.00	\$2,000.00		
7	5' Sanitary Sewer Drop Manhole Extra Depth (>6 ft deep)	7	VF	\$300.00	\$2,100.00	\$820.00	\$5,740.00	\$800.00	\$5,600.00	\$900.00	\$6,300.00		
8	Remove Existing Sanitary Sewer Manhole	1	EA	\$500.00	\$500.00	\$600.00	\$600.00	\$4,500.00	\$4,500.00	\$2,000.00	\$2,000.00		
9	Connect Proposed Sanitary Sewer Lines to Existing Sanitary Sewer Manhole	1	EA	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$14,000.00	\$14,000.00	\$2,000.00	\$2,000.00		
10	Connect Existing Sanitary Sewer Lines to Proposed Sanitary Sewer Manhole	1	EA	\$200.00	\$200.00	\$1,000.00	\$1,000.00	\$15,000.00	\$15,000.00	\$2,000.00	\$2,000.00		
11	Sanitary Sewer Service Connection with Cleanout	16	EA	\$700.00	\$11,200.00	\$800.00	\$12,800.00	\$900.00	\$14,400.00	\$1,850.00	\$29,600.00		
12	Sanitary Sewer Service 6" In- Road Cleanout	1	EA	\$300.00	\$300.00	\$2,100.00	\$2,100.00	\$1,700.00	\$1,700.00	\$3,250.00	\$3,250.00		
13	Asphalt Repair	375	SY	\$70.00	\$26,250.00	\$165.00	\$61,875.00	\$70.00	\$26,250.00	\$58.50	\$21,937.50		
14	Gabion Mattress Repair	30	SY	\$100.00	\$3,000.00	\$85.00	\$2,550.00	\$100.00	\$3,000.00	\$175.00	\$5,250.00		
15	6" Concrete Curb and 18" Gutter Repair	70	LF	\$80.00	\$5,600.00	\$70.00	\$4,900.00	\$60.00	\$4,200.00	\$22.50	\$1,575.00		
16	Install 6' Tall Chain Link Fencing with Supports	30	LF	\$30.00	\$900.00	\$65.00	\$1,950.00	\$55.00	\$1,650.00	\$32.00	\$960.00		
17	Install 8' Tall Wooden Fence with Supports	75	LF	\$50.00	\$3,750.00	\$150.00	\$11,250.00	\$60.00	\$4,500.00	\$50.00	\$3,750.00		
18	Install 4' Wide Chain Link Gate	2	EA	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$1,300.00	\$2,600.00	\$500.00	\$1,000.00		
19	Trench Safety	1,300	LF	\$2.00	\$2,600.00	\$1.00	\$1,300.00	\$3.00	\$3,900.00	\$2.00	\$2,600.00		
20	Post-Construction Television Inspection Including Sewer Services	1,300	LF	\$4.00	\$5,200.00	\$2.50	\$3,250.00	\$2.50	\$3,250.00	\$3.00	\$3,900.00		
21	Abandon Existing Sanitary Sewer Line	6	EA	\$200.00	\$1,200.00	\$500.00	\$3,000.00	\$150.00	\$900.00	\$1,500.00	\$9,000.00		
22	Remove and Replace 8' Tall Chain Link Fence	15	LF	\$18.00	\$270.00	\$125.00	\$1,875.00	\$40.00	\$600.00	\$50.00	\$750.00		
23	Remove and Replace Cattle Wire Fence	15	LF	\$10.00	\$150.00	\$25.00	\$375.00	\$15.00	\$225.00	\$18.50	\$277.50		
Total Base Bid				\$216,520.00		\$223,735.00		\$226,525.00		\$237,940.00		\$0.00	



March 26, 2018

Mr. Sean Densmore
City of Lake Worth
3805 Adam Grubb
Lake Worth, Texas 76135

Re: Caddo Trail and Apache Trail Sanitary Sewer Project
KHA No. 061271209

Dear Mr. Densmore:

On March 7, 2018, Tarrant County received bids for the Caddo Trail and Apache Trail Sanitary Sewer Project. This project involves approximately 1,350 linear feet total of 6-inch sanitary sewer line.

The following bid proposals were received:

<u>Bidder</u>	<u>Base Bid</u>
JRB Pipeline Services, LLC	\$165,625.00
Micam Development, LLC	\$169,489.01
R&D Burns Brothers, Inc.	\$199,850.00
Excel 4 Construction, LLC	\$210,260.00
Canary Construction, Inc.	\$212,677.00
Atkins Bros Equip Co. Inc.	\$216,520.00
Bristow Contracting, LLC	\$223,735.00
DDM Construction Corp.	\$226,525.00
TexGlobal Contractors, Inc.	\$237,940.00
Reytech Services, Inc.	Non-Responsive

Kimley-Horn's Opinion of Probable Construction Cost (OPCC) is \$172,000. Kimley-Horn has reviewed the lowest bidder's qualifications and has verified that the Contractor's bonding company is licensed in the State of Texas. Based on these reviews, it appears that JRB Pipeline Services, LLC. is the lowest qualified responsive bidder. Enclosed is a copy of the bid tabulation for your reference. The contract time for the project is 90 calendar days.

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

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

Misty D. Christian, P.E., CFM

K:\FTW_Uilities\061271209-CDBG Caddo SS\CCA\Bidding

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. F.3

From: Sean Densmore, Director of Public Works

Item: Discuss and consider the approval of an Interlocal Agreement with Tarrant County permanent roadway striping in an amount not to exceed \$1,200.00, and authorize the City Manager to execute the agreement.

Summary:

Seeking approval to enter into an Interlocal Agreement with Tarrant County. This agreement will authorize Tarrant County to assist in applying permanent roadway striping to:

- Hodgkins Road between Edgemere Place on the south and Hatch Road on the north (2,900 LF).
- Azle Avenue between SH 199 on the west and Boat Club Road on the east (4,960 LF).

Fiscal Impact:

1. Cost for the above streets are projected to be \$1,025.00, this amount does not include the cost of any arrows and legend markings that may be needed. This expense was budgeted through the Street Maintenance Fund.

Attachments:

1. Tarrant County Interlocal Agreement
2. Striping Notice to Proceed

Recommended Motion or Action:

Move to approve an Interlocal Agreement with Tarrant County permanent roadway striping in an amount not to exceed \$1,200.00, and authorize the City Manager to execute the agreement.

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the City of Lake Worth ("CITY").

WHEREAS, the CITY is requesting the COUNTY's assistance applying permanent roadway striping on the following streets (the "Project"), located within the CITY:

- Hodgkins Road between Edgemere Place on the south and Hatch Road on the north (2,900 LF).
- Azle Avenue between SH 199 on the west and Boat Club Road on the east (4,960 LF).

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and the COUNTY have authorized their representative to sign this Agreement; and
- e. The COUNTY and CITY acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor, equipment and materials to assist the CITY in completing the Project.

The County will use waterborne acrylic traffic paint, and type II glass traffic beads that comply with current Texas Department of Transportation specifications.

The County will apply the striping during the hours of 8:30 AM to 2:30 PM, Monday to Friday.

2. CITY RESPONSIBILITY

The CITY will pay the COUNTY for the cost of materials as determined by the total linear footage of each stripe multiplied by the current cost (\$ 0.033) per linear foot. Arrows and legend markings will be charged at a cost per each.

The CITY will provide striping documentation if there are no markings present or no longer visible, and if passing lanes or ANY deviation from the original striping is requested.

The CITY will provide a staging area if needed, and personnel to provide flagging and/or traffic control assistance as necessary.

The CITY will ensure prior to striping that the roadway surface is clean and serviceable for application of paint, and that temporary tabs and construction markings are removed.

The CITY will pay COUNTY the invoiced amount for all striping, upon completion of the Project. The estimated cost of striping for this project is \$1025.00 plus the cost of any arrows and legend markings.

3. PROCEDURES DURING PROJECT

If the CITY has a complaint regarding the COUNTY's performance of the Project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of Project completion.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time.

6. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

7. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

8. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

9. TERMINATION OF AGREEMENT

This Agreement will automatically terminate upon completion of the Project or September 30, 2018, whichever date occurs first. This Agreement may be renewed prior to its expiration upon the mutual consent of the parties in writing.

TARRANT COUNTY, TEXAS

CITY OF LAKE WORTH

COUNTY JUDGE

Stacey Almond, City Manager

Date: _____

Date: _____

Recommended for Approval:

ATTEST

COMMISSIONER, PRECINCT 4

Monica Solko, City of Secretary

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY

Criminal District Attorney's Office*

Drew Larkin, City Attorney

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

NOTICE TO PROCEED

The City of Lake Worth hereby notifies the County that the County may proceed with this project, as specified in the attached Agreement, on or after

(Month/Date/Year)

Authorized City Official
City of Lake Worth

Striping for:

- Hodgkins Road between Edgemere Place on the south and Hatch Road on the north (2,900 LF).
- Azle Avenue between SH 199 on the west and Boat Club Road on the east (4,960 LF).

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. G.1

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

Item: Discuss and consider Ordinance No. 1112 amending the FY 2017/2018 budgets for multiple operating funds.

Summary:

Most of this budget amendment is for the purchase of capital equipment and projects previously approved by City Council. Additionally, there are significant amendments to fund four (4) new positions, three (3) firefighters and a purchasing manager. Other amendments included are needed to adjust the FY 2017/2018 adopted budget based on staff's mid-year budget review.

Fiscal Impact:

Fund	Decreased Revenue	Decreased Expense
Child Safety Fund	\$350	
Water/Sewer Fund	\$52,750	\$52,750
Hotel Occupancy Tax Fund	\$16,200	\$16,200

Fund	Increased Revenue	Increased Expense
General Fund	\$4,516,939	\$4,987,461
Park Improvement Fund	\$23,000	\$23,000
Child Safety Fund	\$350	
Court Security Fund	\$250	\$250
Street Maintenance Fund	\$31,000	\$31,000
Economic Development Fund		\$4,418,164
Water/Sewer Fund	\$163,202	\$163,202

Attachments:

1. Ordinance No. 1112 amending FY 2017/2018 budgets for multiple operating funds
2. Budget amendment worksheet

Recommended Motion or Action:

Move to approve Ordinance No. 1112 amending the FY 2017/2018 budgets for General Fund, Park Improvement Fund, Child Safety Fund, Court Security Fund, Street Maintenance Fund, Economic Development Fund and Water/Sewer Fund.

ORDINANCE NO. 1112

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 budgets for the General Fund, Park Improvement Fund, Child Safety Fund, Court Security Fund, Street Maintenance Fund, Economic Development Fund, Water/Sewer Fund and Hotel Occupancy Tax Fund require amendment due to the addition of personnel and capital purchases, expenditure of grant and donation revenues, changes to interfund transfers and administration fees and other adjustments required based on a mid-year budget review; 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 operating budgets for the General Fund, Park Improvement Fund, Child Safety Fund, Court Security Fund, Street Maintenance Fund, Economic Development Fund, Water/Sewer Fund and Hotel Occupancy Tax Fund for FY 2017/2018 for the City of Lake Worth, Texas are hereby amended as detailed in Attachment A.

Reason (pursuant Section 5.01(e) of the City Charter, as amended):
The budget amendments for the General Fund, Park Improvement Fund, Child Safety Fund, Court Security Fund, Street Maintenance Fund, Economic Development Fund, Water/Sewer Fund and Hotel Occupancy Tax Fund are necessary due to the addition of personnel and capital purchases, expenditure of grant and donation revenues, changes to interfund transfers and administration fees and other adjustments required based on a mid-year budget review.

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 8th day of May 2018.

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

**CITY OF LAKE WORTH
ORDINANCE NO. 1112
ATTACHMENT A**

Add:

\$4,516,939 to General Fund Revenues

100 4304 000 000	Animal Quarantine Fees	5,000
100 4813 000 000	Grant Proceeds-PD	16,387
100 4817 000 000	Grant Proceeds-FD	21,975
100 4818 000 000	Grant Proceeds-Library	1,542
100 4819 000 000	Fire Dept Third Party Insurance	8,000
100 4861 000 000	Donations-PD	8,026
100 4862 000 000	Donations-FD	1,000
100 4889 000 000	Trans In-Other Funds Misc Reimb	10,160
100 4900 000 000	Transfer In	4,418,164
100 4998 000 000	Use of Prior Year Assigned Fund Bal	26,685

\$4,987,461 to General Fund Expenses

100 0100 505 010	Salaries	18,940
100 0100 515 000	Salaries	59,391
100 0101 515 000	Overtime	1,593
100 0108 505 010	FICA Expense	929
100 0108 515 000	FICA Expense	3,337
100 0109 505 010	Medicare Expense	217
100 0109 515 000	Medicare Expense	780
100 0110 505 010	Unemployment Tax	171
100 0110 515 000	Unemployment Tax	513
100 0111 505 010	TMRS Expense	2,265
100 0111 515 000	TMRS Expense	7,761
100 0112 505 010	HMO Expense	2,936
100 0114 505 010	Life Insurance	13
100 0114 515 000	Life Insurance	32
100 0115 515 000	Workers' Compensation	796
100 0116 505 010	Other Benefits	29
100 0116 515 000	Other Benefits	10
100 0117 505 010	Vision Insurance	12
100 0117 515 000	Vision Insurance	29
100 0536 510 000	Training-Grant Funded	2,192
100 0536 515 000	Training-Grant Funded	1,975
100 0571 570 020	Sub-Division/Zoning Ordinance	120,000
100 0802 505 000	Equipment	14,168
100 0802 510 000	Equipment	50,000
100 0802 520 000	Equipment	17,115
100 0802 560 000	Equipment	13,476
100 0803 515 000	Equipment-Revenue Rescue	8,000
100 0803 560 000	Equip/Imprv-Quarantine Revenue	5,000
100 0805 515 000	Motor Vehicles	754,000
100 0805 540 000	Motor Vehicles	30,272
100 0805 545 000	Motor Vehicles	26,659
100 0805 560 000	Motor Vehicles	13,000
100 0805 570 000	Motor Vehicles	25,000
100 0811 515 000	Building Improvements	72,000

**CITY OF LAKE WORTH
ORDINANCE NO. 1112
ATTACHMENT A**

100 0811 560 000	Building Improvements	100,000
100 0819 505 000	Land Acquisition	1,097,250
100 0820 510 000	Donation Expenditures	8,026
100 0820 515 000	Donation Expenditures	1,000
100 0821 510 000	Grant Expenditures	14,195
100 0821 515 000	Grant Expenditures	20,000
100 0821 535 000	Grant Expenditures	1,542
100 0825 505 000	Buildings	339,795
100 0830 580 000	16-Inch Force Main (Hwy 199)	2,000,000
100 0950 505 000	Transfer Out-Other Funds	153,042
\$23,000 to Park Improvement Fund Revenues		
101 4998 000 000	Use of Prior Year Assigned Fund Bal	23,000
\$23,000 to Park Improvement Fund Expenses		
101 0804 500 000	Lake Worth Park	23,000
\$350 to Child Safety Fund Revenues		
102 4800 000 000	Investment Income	106
102 4996 000 000	Use of Prior Year Restricted Fund Bal	244
\$250 to Court Security Fund Revenues		
104 4800 000 000	Investment Income	250
\$250 to Court Security Fund Expenses		
104 0531 500 000	Training	50
104 0560 500 000	Bailiff Services	200
\$31,000 to Street Maintenance Fund Revenues		
107 4800 000 000	Investment Income	9,473
107 4996 000 000	Use of Prior Year Restricted Fund Bal	21,527
\$31,000 to Street Maintenance Fund Expenses		
107 0318 525 000	Concrete Replacement	31,000
\$4,418,164 to Economic Development Fund Expenses		
110 0914 505 000	Transfer Out-GF	4,418,164
\$163,202 to Water/Sewer Fund Revenues		
200 4904 000 000	Transfer In-Other Funds	153,042
200 4998 000 000	Use of Prior Year Assigned Fund Bal	10,160
\$163,202 to Water/Sewer Fund Expenses		
200 0802 710 000	Equipment	110,000
200 0805 710 000	Motor Vehicles	43,042
200 0915 505 000	Transfer Out-GF Misc Reimb	10,160

**CITY OF LAKE WORTH
ORDINANCE NO. 1112
ATTACHMENT A**

Subtract:

\$350 from Child Safety Fund Revenues

102 4000 000 000 Child Safety Fees	350
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\$52,750 from Water/Sewer Fund Revenues

200 4400 000 000 Water Sales	52,750
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\$52,750 from Water/Sewer Fund Expenses

200 0905 505 000 Admin Fee-General Fund	52,750
-----------------------------------------	--------

\$16,200 from Hotel Occupancy Tax Fund Revenues

600 4013 000 000 Hotel Tax Revenue	16,200
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\$16,200 from Hotel Occupancy Tax Fund Expenses

600 0599 505 000 Other Services	16,200
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CITY OF LAKE WORTH
MID-YEAR & CAPITAL ADDITIONS
BUDGET AMENDMENT WORKSHEET

CAPITAL EXPENDITURES AND PROPERTY PURCHASE			
Account Number	Account Description	Amendment	
		Inc/(Dec)	Total
100 4900 000 000	Transfer In (from EDC)	4,418,164	
GF Total Revenues			4,418,164
100 0825 505 000	Buildings	300,000	
100 0819 505 000	Land Acquisition	1,097,250	
100 0950 505 000	Transfer Out-Other Funds	153,042	
100 0802 510 000	Equipment	50,000	
100 0805 515 000	Motor Vehicles	754,000	
100 0811 515 000	Building Improvements	72,000	
100 0802 520 000	Equipment	17,115	
100 0805 540 000	Motor Vehicles	30,272	
100 0805 545 000	Motor Vehicles	26,659	
100 0802 560 000	Equipment	13,476	
100 0805 560 000	Motor Vehicles	13,000	
100 0811 560 000	Building Improvements	100,000	
100 0805 570 000	Motor Vehicles	25,000	
100 0571 570 020	Sub-Division/Zoning Ordinance	120,000	
100 0830 580 000	16 Inch Force Main (Hwy 199)	2,000,000	
GF Total Expenses			4,771,814

Mid-year estimates indicate that the excess expenses of \$353,650 will be covered with the projected budget surplus of \$389,408.

200 4904 000 000	Transfer In -Other Funds	153,042	
WS Total Revenues			153,042
200 0802 710 000	Equipment	110,000	
200 0805 710 000	Motor Vehicles	43,042	
WS Total Expenses			153,042
110 0914 505 000	Transfer Out-GF	4,418,164	
EDC Total Expenses			4,418,164

ADDITION OF PURCHASING POSITION			
Account Number	Account Description	Amendment	
		Inc/(Dec)	Total
100 0100 505 010	Salaries	18,940	
100 0108 505 010	FICA Expense	929	
100 0109 505 010	Medicare Expense	217	
100 0110 505 010	Unemployment Tax	171	
100 0111 505 010	TMRS Expense	2,265	
100 0112 505 010	HMO Expense	2,936	
100 0114 505 010	Life Insurance	13	
100 0116 505 010	Other Benefits	29	
100 0117 505 010	Vision Insurance	12	
Total Expenses			25,512

**CITY OF LAKE WORTH
MID-YEAR & CAPITAL ADDITIONS
BUDGET AMENDMENT WORKSHEET**

ADDITION OF 3 FIREFIGHTERS			
Account Number	Account Description	Amendment	
		Inc/(Dec)	Total
100 0100 515 000	Salaries	59,391	
100 0101 515 000	Overtime	1,593	
100 0108 515 000	FICA Expense	3,337	
100 0109 515 000	Medicare Expense	780	
100 0110 515 000	Unemployment Tax	513	
100 0111 515 000	TMRS Expense	7,761	
100 0114 515 000	Life Insurance	32	
100 0115 515 000	Workers' Compensation	796	
100 0116 515 000	Other Benefits	10	
100 0117 515 000	Vision Insurance	29	
Total Expenses			74,242

The total cost presented during budget workshop of \$83,040 has been reduced because there was no need to include health insurance in the amendment.

ADDITIONAL COSTS TO COMPLETE NEW RADIO SYSTEM PROJECT			
Account Number	Account Description	Amendment	
		Inc/(Dec)	Total
100 0802 505 000	Equipment	14,168	
Total Expenses			14,168

This amount was included in mid-year estimated totals.

NEW STORAGE BLDG-ADDITION TO CAPITAL AMOUNT (PRIOR YR AUCTION)			
Account Number	Account Description	Amendment	
		Inc/(Dec)	Total
100 4889 000 000	Trans In-Other Funds Misc Reimb	10,160	
100 4998 000 000	Use of Prior Year Assigned Fund Bal	26,685	
GF Total Revenues			36,845
100 0825 505 000	Buildings	39,795	
GF Total Expenses			39,795
200 4998 000 000	Use of Prior Year Assigned Fund Bal	10,160	
WS Total Revenues			10,160
200 0915 505 000	Transfer Out-GF Misc Reimburse	10,160	
WS Total Expenses			10,160

All amounts were included in mid-year estimated totals.

CITY OF LAKE WORTH
MID-YEAR & CAPITAL ADDITIONS
BUDGET AMENDMENT WORKSHEET

LAKE WORTH PARK ADDITIONAL FENCING COST			
Account Number	Account Description	Amendment	
		Inc/(Dec)	Total
101 4998 000 000	Use of Prior Year Assigned Fund Bal	23,000	
Total Revenues			23,000
101 0804 500 000	Lake Worth Park	23,000	
Total Expenses			23,000

GRANTS, DONATIONS, FD 3rd PARTY INS & ANIMAL QUARANTINES			
Account Number	Account Description	Amendment	
		Inc/(Dec)	Total
100 4813 000 000	Grant Proceeds-PD (Training)	2,192	
100 4813 000 000	Grant Proceeds-PD (Body Armor)	14,195	
100 4817 000 000	Grant Proceeds-FD (Training)	1,975	
100 4817 000 000	Grant Proceeds-FD (Equipment)	20,000	
100 4818 000 000	Grant Proceeds-Library (Books)	1,542	
100 4819 000 000	Fire Dept Third Party Insurance	8,000	
100 4304 000 000	Animal Qrarantine Fees	5,000	
100 4861 000 000	Donations-PD	8,026	
100 4862 000 000	Donations-FD	1,000	
Total Revenues			61,930
100 0536 510 000	Training-Grant Funded	2,192	
100 0821 510 000	Grant Expenditures (Body Armor)	14,195	
100 0536 515 000	Training-Grant Funded	1,975	
100 0821 515 000	Grant Expenditures (Equipment)	20,000	
100 0821 535 000	Grant Expenditures (Books)	1,542	
100 0803 515 000	Equipment-Revenue Rescue	8,000	
100 0803 560 000	Equip/Imprv-Quarantine Revenue	5,000	
100 0820 510 000	Donation Expenditures	8,026	
100 0820 515 000	Donation Expenditures	1,000	
Total Expenses			61,930

COURT SECURITY FUND-INCREASED TRAINING & BAILIFF SERVICES			
Account Number	Account Description	Amendment	
		Inc/(Dec)	Total
104 4800 000 000	Investment Income	250	
Total Revenues			250
104 0531 500 000	Training	50	
104 0560 500 000	Bailiff Services	200	
Total Expenses			250

CITY OF LAKE WORTH
MID-YEAR & CAPITAL ADDITIONS
BUDGET AMENDMENT WORKSHEET

STREET MAINT FUND-INCREASED CONCRETE REPLACEMENT			
Account Number	Account Description	Amendment	
		Inc/(Dec)	Total
107 4800 000 000	Investment Income	9,473	
107 4996 000 000	Use of Prior Year Restricted Fund Bal	21,527	
Total Revenues			31,000
107 0318 525 000	Concrete Replacement	31,000	
Total Expenses			31,000

WATER SALES REDUCTION			
Account Number	Account Description	Amendment	
		Inc/(Dec)	Total
200 4400 000 000	Water Sales	(52,750)	
Total Revenues			(52,750)
200 0905 505 000	Admin Fee-General Fund	(52,750)	
Total Expenses			(52,750)

HOTEL TAX REVENUE REDUCTION			
Account Number	Account Description	Amendment	
		Inc/(Dec)	Total
600 4013 000 000	Hotel Tax Revenue	(16,200)	
Total Revenues			(16,200)
600 0599 505 000	Other Services	(16,200)	
Total Expenses			(16,200)

CHILD SAFETY FEE REVENUE REDUCTION			
Account Number	Account Description	Amendment	
		Inc/(Dec)	Total
102 4000 000 000	Child Safety Fees	(350)	
102 4800 000 000	Investment Income	106	
102 4996 000 000	Use of Prior Year Restricted Fund Bal	244	
Total Revenues			0

Lake Worth City Council Meeting –May 8, 2018

Agenda Item No. G.2

From: Corry Blount, Chief of Police

Item: Discuss and consider entering into an Interlocal Agreement between the City of Lake Worth and the City of Lakeside for Public Safety Dispatch and Detention Services and authorize the City Manager to execute the contract.

Summary:

The City of Lakeside desires to move their dispatch and detention services from the city of Westworth Village, Texas to the City of Lake Worth. The term would begin October 1, 2018 and shall be for an initial term of five (5) years, ending September 30, 2023. The agreement may then be extended by mutual consent in two-year increments.

Services provided will consist of;

1. Detention Services
2. Dispatch Services for police and after hours Public Works (will include warrant entry, clearance and modification as well as any other interactions with the state TLETS system.

Fiscal Impact:

The City of Lakeside has agreed to pay the following:

1. \$50,000 annually for dispatch and detention services; and
2. Reimburse the City of Lake Worth \$4.50 per day per prisoner for meal costs

Attachments:

1. Proposed Interlocal Agreement

Recommended Motion or Action:

Move to approve an Interlocal Agreement with the City of Lakeside for Public Safety Dispatch and Detention Services and authorize the City Manager to execute the contract.

STATE OF TEXAS §
COUNTY OF TARRANT §

THIS INTERLOCAL AGREEMENT is made by and entered into by the municipalities of the City of Lake Worth (hereinafter “Lake Worth”), Texas, a home rule city, and the Town of Lakeside (hereinafter “Lakeside”), a general law city (hereinafter referred to collectively as "Municipalities"), pursuant to the authorizations of and the rules and requirements of Chapter 791 of the Texas Government Code, the INTERLOCAL COOPERATION ACT:

WHEREAS, the Municipalities above are wishing to join into an agreement for combining public safety dispatching and detention services between the two Municipalities in order to provide their residents and businesses with a more effective and efficient delivery of these key public safety services; and

WHEREAS, Lake Worth has the facilities available to perform the dispatching and detention services for the Municipalities; and

WHEREAS, the Municipalities desire to enter into this Agreement to combine dispatching and detention services to deliver these key public safety services at the highest level possible for both communities in accordance with the terms and conditions set forth by this instrument; and

WHEREAS, all payments for dispatching and detention services to be made hereunder shall be made from current revenues available to the paying party, in conformity with the provisions of the Government Code, and the Municipalities have concluded that this Agreement fairly compensates the performing party for the dispatching and detention services being provided hereunder and the Municipalities believe that this Agreement is in the best interests of their citizens;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration for the mutual promises and consideration provided for herein, the receipt and sufficiency of which are hereby confirmed by all parties, Lake Worth and Lakeside do hereby agree to the following:

SECTION 1. All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2. **Term:** This Agreement shall be for an initial term of five (5) years commencing October 1, 2018, and ending September 30, 2023 (the initial term), and may be extended thereafter by mutual consent of the parties hereto, in two-year increments. Either of the parties to the contract may elect to terminate this contract at any time with or without cause upon at least six (6) months prior written notice to the other party.

SECTION 3. **Services to be Provided by Lake Worth:** Lake Worth hereby agrees to provide to Lakeside the following equipment, services, personnel and facilities relating to the following:

A. DETENTION SERVICES: Lake Worth will provide the necessary officers and other employees to properly supervise and operate its Detention Facility (herein so called) in a manner that meets or exceeds all applicable legally-mandated standards, and Lakeside prisoners shall be detained and released in accordance with applicable Lake Worth policies, procedures, general orders, and standing orders of the Lake Worth Municipal Court (collectively the "Lake Worth Procedures"). Such services shall include, at a minimum, the following:

1. Lake Worth will receive Lakeside inmates at the Detention Facility when presented by Lakeside police officers and the Lakeside inmates will be processed with the same intake, book-in, and housing procedures as Lake Worth inmates.
2. Lake Worth will be responsible for and will see to the release of any Lakeside prisoners entitled to release. Lake Worth will notify Lakeside, preferably by email or by any other mutually agreed method, when a prisoner is released but fax, phone or radio may be used when appropriate and agreed between the parties.
3. Lake Worth will use MedStar Ambulance Service for any emergency transports from the Detention Facility to a medical facility.
4. Lake Worth will be responsible for providing meals each day to all Lakeside prisoners and such meals will be with the same frequency and of the same type as those served to Lake Worth prisoners.
5. Lake Worth will be responsible for processing all bail bond monies pertaining to Lakeside prisoners through its system and shall provide such funds, together with an accounting thereof, to Lakeside within thirty (30) days from receipt of same, or as agreed between the parties.
6. Lake Worth will notify Lakeside of any warrant confirmation by email fax, phone, or radio as soon as practical.
7. Lake Worth will make available all prisoners whose presence is requested or ordered by a court of competent jurisdiction.
8. Lake Worth will release prisoners for investigative prisoner's purposes outside the Detention Facility when such requests are authorized by a duly authorized Lakeside official.

B. DISPATCH SERVICES: Lake Worth will furnish to Lakeside all public safety dispatch services for the Lakeside Police Department using the police dispatch system of Lake Worth. This shall include:

1. Dispatching of all Police calls for service and after hours' public works calls received from, or pertaining to, Lakeside.
2. Process, rescind, confirm and otherwise manage warrants for Lakeside.
3. Provide at its' own expense, access to radio channels for Lakeside officers to communicate with the Lake Worth Police Dispatcher and such will all be subject to any applicable State, local or Federal requirements or guidelines. If the Lake Worth Police Department changes radio frequencies, requiring a reprogramming of the Lakeside radios, Lake Worth will pay for the initial reprogramming of Lakeside radios, in use at the time of transition, onto the new system.
4. Provide CAD (Computer Aided Dispatch) service with the CRIMES system hosted by Sam Houston State University.
5. Provide Netmotion licenses for Lakeside units and remote access to the Lake Worth CRIMES server for adding users and generating management reports.

SECTION 4. **Services to be Provided by Lakeside:** Lakeside hereby agrees to provide to Lake Worth the following:

- A. **ARRAIGNMENTS:** Lakeside shall be responsible for coordinating the arraignment of Lakeside inmates in the Detention Facility. Lakeside shall cause each of the Lakeside inmates to be arraigned within 48 hours after detention at the Detention Facility. Written confirmation must be provided to Lake Worth as each Lakeside inmate is arraigned. Arraignment of the Lakeside inmates must not interfere with or delay the arraignment of Lake Worth inmates.
- B. **DETENTION SERVICES:** Lakeside, in relation to detention services:
 1. Will provide appropriate liability coverage for detention services administered under this agreement.
 2. Will respond in a timely manner when called for assistance in regard to a Lakeside prisoner.
 3. Will be responsible for all financial expenses relating to the medical needs of a Lakeside prisoner, including medical transport.
 4. Will be responsible for translation services required for all Lakeside prisoner(s).
 5. Will process detainees in accordance to Lake Worth Police Departments Detention Policies and booking procedures and will be responsible for any

damages or claims related to failure to properly book said detainee that is raised by a prisoner brought from Lakeside.

A. **DISPATCH SERVICES:** Lakeside will provide the following in relation to Dispatch Services:

1. Will provide, at its own expense, any and all communications equipment necessary for its officers to communicate with the Lake Worth Police Dispatcher. This shall include all programming, maintenance and care of such equipment and such will all be subject to any applicable State, local or Federal requirements or guidelines. If a transition to a new radio system is required, Lakeside will provide all radios for reprogramming as scheduled, any radios not scheduled or in use at the time of the transition will be the responsibility of Lakeside to program.

B. The Lakeside Police Department will observe and comply with all standards, rules and ordinances of Lake Worth and/or any applicable State or Federal laws as they relate to the use of dispatch, detention and warrant services.

C. In return for and in consideration of services provided herein, Lakeside also agrees to pay Lake Worth on a monthly basis beginning thirty (30) days from the commencement date of this Agreement, unless otherwise subsequently agreed by both parties. Payments shall be made promptly, no later than 30 days of receipt of a monthly invoice from Lake Worth for such services. All such payments will be in equal installments and, in the event of any year during the term of this Agreement in which the parties agree that the term of such Agreement will be less than one (1) year, all such payments shall be adjusted on a pro rata basis using the annual figures, as follows:

1. The sum of fifty thousand dollars (\$50,000.00 annually), \$4,166.00 monthly, with the twelfth month being \$4,174.00, during the term of this agreement for detention and dispatch services.
2. Reimbursement for the costs of prisoner meals in the amount of four dollars and fifty cents (\$4.50) per day for each prisoner.
3. Reimbursement for the costs of all financial expenses incurred by Lake Worth relating to the medical needs of a Lakeside prisoner.

SECTION 5. Right of Refusal: All the above notwithstanding, Lake Worth reserves the right to refuse any prisoner of Lakeside for (i) health, safety or any other reason deemed an immediate health or safety risk to other inmates or staff and personnel of Lake Worth or any other parties whose safety may be placed in doubt; and (ii) lack of available space in the Detention Facility.

SECTION 6. Notices: All notices required or provided for in this Agreement shall be sent to the following parties by certified mail, return receipt requested:

Stacey Almond
City Manager
The City of Lake Worth
3805 Adam Grubb
Lake Worth, Texas 76135

Mayor Patrick
Jacob
The Town of
Lakeside
9830 Confederate Park
Road Lakeside, Texas
76108

SECTION 7. **Venue:** This Agreement is performable in Tarrant County, Texas. Mandatory venue for any legal dispute arising as a result of or pursuant to this Agreement shall lie in Tarrant County, Texas.

SECTION 8. **Liability:** Pursuant to Texas Government Code section 791.006(b), the parties to this inter-local agreement hereby assign liability for any civil liability that arises from the furnishing of services under this agreement as follows:

To the extent that immunity from suit is waived by the Texas Tort Claims Act, each party shall be solely responsible for any civil liability arising from the conduct of its own employees. Each party shall be solely responsible for any and all benefits applicable to its own employees, including but not limited to wage, salary, pension, worker's compensation, disability, and medical expenses. The assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Texas Government Code section 791.006(b) which provides that the governmental unit that requests and obtains the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services.

SECTION 9. It is expressly agreed and understood that, in the execution of this Agreement, the Municipalities do not waive nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Municipalities do not create any obligation, express or implied, other than those set forth herein and this Agreement shall not create any rights in any parties not signatory hereto.

SECTION 10. Each party to this Agreement shall comply with any and all applicable laws, rules and regulations, as amended, whether Federal, State or local, in the performance of its obligations under this Agreement and shall be responsible for requiring each of its officials, members and employees, as the case may be, to comply with such laws, rules and regulations, as they pertain to that person in such capacity.

SECTION 11. The recitals set forth above are incorporated into and constitute a part of this Agreement. This Agreement is the entire agreement of the parties hereto respecting the

subject matter thereof and supersedes any and all prior or contemporaneous written or oral agreements, statements or understanding respecting that subject matter. It is stipulated and agreed that all provisions of this Agreement, including, without limitation, any general provisions, are material, and that note of the parties hereto has made or relied on any representation or express or implied warranty regarding the subject matter hereof that is not expressly set forth in this Agreement.

SECTION 12. No waiver or modification of this Agreement or of any rights or obligations hereunder shall be valid or binding, unless and until it is in a writing expressly providing for such waiver or modification in clear and unequivocal terms and signed by the party or parties to be charged.

SECTION 13. Except as may be permitted under this Agreement, no party hereto shall assign any of that party's rights or delegate any of that party's duties, under this Agreement, without the prior written consent of the other party hereto.

SECTION 14. In the event that any performance by either Lake Worth/Lakeside of any of its obligations under this Agreement shall be in any way prevented, interrupted or delayed by an act of God, acts of war, riot or civil commotion, by an act of State, by strikes, fire or flood, or by the occurrence of any other event or development beyond the control of either Lake Worth/Lakeside, Lake Worth/Lakeside shall be excused from such performance for such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated or for Lake Worth/Lakeside to have effected a reasonable recovery therefrom, as the case may be.

SECTION 15. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the parties.

SECTION 16. The Municipalities state and certify that their signatories to this agreement are lawfully and duly authorized to sign this Agreement on behalf of Lake Worth/Lakeside and that any and all motions and/or resolutions necessary to extend such authority have been duly passed by vote of the City/Town Council and are in full force and effect at the time the signatories execute this Agreement on behalf of Lake Worth/Lakeside.

IN WITNESS WHEREOF, we have hereunto set our hands this the ____ day of _____, 2018, in duplicate originals.

CITY OF LAKE WORTH, TEXAS

Stacey Almond, City Manager

TOWN OF LAKESIDE, TEXAS

Patrick Jacob, Mayor

APPROVED AS TO FORM
AND LEGALITY:

City Attorney

APPROVED AS TO FORM
AND LEGALITY:

City Attorney

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. G.3

From: Stacey Almond, City Manager

Item: Discuss and consider a 48-month extension to the contract with the Texas General Land Office (GLO) for electric service through Cavallo Energy and authorize the City Manager to execute the contract.

Summary:

The original contract with the Texas GLO expired April 30, 2017, but was extended by Council action for 36 months, making the current expiration date April 30, 2020.

We have an opportunity to enter into an additional contract extension to freeze current rates, which are lower than they have been in many years. The City's current rate is \$0.04997/kWh. We received a rate quote for a 48-month extension on April 12th of \$0.03947/kWh.

Due to the volatility associated with electricity and natural gas, quoted rates are only good for a 24-hour period. Subsequent updates on the 48-month term rates are trending from steady to slightly down.

We expect to receive a rate quote on the morning of May 8th and will advise Council at the meeting, so you will know what rate would be in effect for the 48-month renewal period if the extension is approved.

If the proposed extension is approved, the current rate (\$0.04997/kWh) would remain in effect through April 30, 2020 and the new rate (\$0.03947/kWh) would be effective from May 1, 2020 through April 30, 2024.

Byron Galloway, representing Cavallo Energy, will be in attendance to answer any questions.

Fiscal Impact:

Based on the City's usage in kilowatt hours from April 2017 through March 2018, the rate reduction would result in a savings of approximately \$35,000 per year.

Attachments:

1. Second amendment to retail sales agreement with Texas GLO.

Recommended Motion or Action:

Move to approve a 48-month extension to the contract with the Texas General Land Office (GLO) for electric service through Cavallo Energy and authorize the City Manager to execute the contract.

SECOND AMENDMENT TO RETAIL SALES AGREEMENT

GLO CONTRACT NO. _____

This is the Second Amendment ("this Amendment") to the Retail Sales Agreement ("RSA") between Texas General Land Office ("Seller") and City of Lake Worth ("Customer"). Seller and Customer entered into an RSA which was fully executed on July 23, 2014, GLO Contract Number 14-311-000-8509 (the "Agreement"). The Agreement was amended by the First Amendment to extend the Term through the first meter read date after April 30, 2020. This Amendment is effective upon the date fully executed by both parties. Customer and Seller may collectively be referred to as the "Parties".

The Parties agree to enter into this Second Amendment to extend the Term of the Agreement for an additional forty-eight (48) months by amending the date through which service is provided by deleting the date April 30, 2020 and inserting the following in lieu thereof: April 30, 2024. Exhibits "A-1" through "E-1" inclusive of Contract Price are replaced in their entirety effective the first meter read on or after May 1, 2020 with Exhibits "A-2" through Exhibits "E-2".

THE PERSON SIGNING THIS AMENDMENT ON BEHALF OF THE CUSTOMER CERTIFIES THAT HE OR SHE IS AUTHORIZED TO LEGALLY OBLIGATE THE CUSTOMER. IN WITNESS WHEREOF, SELLER AND CUSTOMER HAVE EXECUTED AND DELIVERED THIS AMENDMENT EFFECTIVE AS OF THE EFFECTIVE DATE.

TEXAS GENERAL LAND OFFICE
SELLER:

By: _____
Mark A. Havens,
Chief Clerk/Deputy Land Commissioner

Date: _____

CITY OF LAKE WORTH
CUSTOMER:

By: _____
Name: _____
Title: _____

Date: _____

SA _____ Deputy _____

DIV _____ GC _____

THE PERSON SIGNING THIS AMENDMENT ON BEHALF OF CAVALLO CERTIFIES THAT HE OR SHE IS AUTHORIZED TO LEGALLY OBLIGATE CAVALLO. Cavallo is a signatory to this Amendment for purposes of acknowledging its obligations to accept assignment as provided in the General Terms and Conditions.

CAVALLO:
CAVALLO ENERGY TEXAS LLC

By: _____
Teresa Kelly
Vice President

EXHIBITS TO RETAIL SALES AGREEMENT

Customer: City of Lake Worth

Contract Date: April 24, 2018

EXHIBIT "A-2"

Initial Term 48

Start Date: May 1, 2020

End Date: April 30, 2024

Consumption Variance Allowance: N/A

Contract

Quantity: The monthly kWh quantity per ERCOT congestion zone shown below.

Congestion Zone				
	Houston	South	North	West
Jan	0	0	143,376	0
Feb	0	0	133,200	0
Mar	0	0	135,594	0
Apr	0	0	130,621	0
May	0	0	144,983	0
Jun	0	0	158,020	0
Jul	0	0	160,635	0
Aug	0	0	161,626	0
Sep	0	0	146,323	0
Oct	0	0	131,883	0
Nov	0	0	117,570	0
Dec	0	0	130,273	0
Annual	0	0	1,694,104	0
Total Term	0	0	6,776,418	0

EXHIBIT "B-2"

ERCOT Costs (included in Contract Price)

Energy	Transmission and Distribution Line Losses	
REP Administration and Margin Fees	Unaccounted for Energy	Nodal Implementation Surcharge
Renewable Energy Charge	ERCOT Administration Fee	Gross Receipts Tax Reimbursements
Regulation Up Service Charge	ERCOT Credit Requirements	PUC Assessment Fee Reimbursements
Regulation Down Service Charge	PUCT Credit Requirements	Hub to Load Zone Basis
Non-Spinning Reserve Service Charge	Qualified Scheduling Entity Fees	
Responsive Reserve Service Charge	Balancing Energy Neutrality Adjustment	
Black Start Capacity Charge	EILS Uplift	
RMR Reserve Service Charge	Reliability Unit Commitment (Non-Index Products)	

EXHIBIT "C-2"

Pass-through Charges (passed through at cost)

TDSP Charges - regulated by Public Utility Commission of Texas and imposed and invoiced by the TDSP(s)

Transmission and Distribution Charges	Utility-imposed Reactive Power Charges	Sales Taxes (Not Applicable)
Transmission Cost Recovery Factor	Excess Mitigation Credits	
Competitive Transition Charges	System Benefit Fund Charges	
Meter Charges	Nuclear Decommissioning Charges	
Transition Charges	Charges for services, repairs & equipment	
Customer Charges	Other Charges TDSP(s) may impose from time-to-time	
Municipal Franchise Fees	Advanced Metering Cost Recovery Factor	

CITY OF LAKE WORTH

EXHIBIT "D-2" April 24, 2018

Delivery Point(s)				
No.	ESI ID	SERVICE ADDRESS	CITY, STATE, ZIP	CONGESTION ZONE
1	10443720000937788	4204 FEWELL	LAKE WORTH,TX,76135	North
2	10443720001873129	4004 MERRETT DR DEPT FIRE	LAKE WORTH,TX,76135	North
3	10443720001873191	3601 MOHAWK TRL	LAKE WORTH,TX,76135	North
4	10443720001873222	6001 AZLE AVE	LAKE WORTH,TX,76135	North
5	10443720001873284	7033 NAVAJO TRL	LAKE WORTH,TX,76135	North
6	10443720001873377	4512 CLARKE DR	LAKE WORTH,TX,76135	North
7	10443720001873408	3800 MARINA DR	LAKE WORTH,TX,76135	North
8	10443720001873439	4150 LAKEWOOD DR	LAKE WORTH,TX,76135	North
9	10443720001873501	3501 ROBERTS CUT OFF RD	LAKE WORTH,TX,76114	North
10	10443720001873532	3501 ROBERTS CUT OFF RD	LAKE WORTH,TX,76114	North
11	10443720001873563	3501 ROBERTS CUT OFF RD	LAKE WORTH,TX,76114	North
12	10443720003256380	7001 CHARBONNEAU RD	LAKE WORTH,TX,76135	North
13	10443720003265308	7321 COMANCHE TRL	LAKE WORTH,TX,76135	North
14	10443720003265401	3402 PUEBLO TRL	LAKE WORTH,TX,76135	North
15	10443720004429725	@TOWN OF LAKE WORTH	LAKE WORTH,TX,76135	North
16	10443720004429756	@TOWN OF LAKE WORTH	LAKE WORTH,TX,76135	North
17	10443720005520985	3501 ROBERTS CUT OFF RD	LAKE WORTH,TX,76114	North
18	10443720005521016	3501 ROBERTS CUT OFF RD	LAKE WORTH,TX,76114	North
19	10443720005531493	3801 ADAM GRUBB	LAKE WORTH,TX,76135	North
20	10443720006371262	3801 ADAM GRUBB	LAKE WORTH,TX,76135	North
21	10443720006584509	7031 GREENBRIAR CRESCENT ST	LAKE WORTH,TX,76135	North
22	10443720006631133	3503 ROBERTS CUT OFF RD	LAKE WORTH,TX,76114	North
23	10443720007232720	6398 AZLE AVE	LAKE WORTH,TX,76135	North
24	10443720007360625	4500 WOODLAKE DR	FORT WORTH,TX,76135	North
25	10443720007737027	4200 FEWELL	LAKE WORTH,TX,76135	North
26	10443720008016089	3805 ADAM GRUBB	LAKE WORTH,TX,76135	North
27	10443720008115198	4200 FEWELL	LAKE WORTH,TX,76135	North
28	10443720008305010	4098 PAUL MEADOR DR	LAKE WORTH,TX,76135	North
29	10443720008604523	7209 COMANCHE TRL	LAKE WORTH,TX,76135	North
30	10443720008666873	4180 BOAT CLUB RD UNIT TOWER	LAKE WORTH,TX,76135	North
31	10443720008724596	4200 BOAT CLUB RD	LAKE WORTH,TX,76135	North
32	10443720008729210	00000 STREETLIGHT STLG	LAKE WORTH,TX,76135	North
33	10443720008906685	3217 DAKOTA TRL	LAKE WORTH,TX,76135	North
34	10443720008918434	7029 EDGEMERE PL	LAKE WORTH,TX,76135	North
35	10443720009038035	6705 CHARBONNEAU RD UNIT A	LAKE WORTH,TX,76135	North
36	10443720009076353	4200 BOAT CLUB RD UNIT TOWER	LAKE WORTH,TX,76135	North
37	10443720009478422	4200 HODGKINS RD	LAKE WORTH,TX,76135	North
38	10443720009478453	3691 NW CENTER DR	FORT WORTH,TX,76135	North
39	10443720009501950	4004 MERRETT DR UNIT B	LAKE WORTH,TX,76135	North
40	10443720009581403	6801 CHARBONNEAU RD	LAKE WORTH,TX,76135	North
41	1044372000909752	7005 CHARBONNEAU RD	LAKE WORTH,TX,76135	North
42	10443720009987814	6300 LAKESIDE DR	FORT WORTH,TX,76135	North

EXHIBIT "E-2"

Fixed Price Product

SELLER INVOICE

Seller will invoice Delivery Points on a monthly basis. Invoices may consist of the following components:

1. Contract Price (the per kWh price shown below);
2. Charges listed in exhibit "C-2";
3. Any additional charges that are expressly authorized in this Agreement.

Pricing: Customer will pay the Contract Price times the Actual Consumption. This Contract Price is \$0._____ per kWh and includes energy commodity charges and the initial costs listed on Exhibit "B-2". The costs in Exhibit "C-2" will be passed-through to Customer without markup. Seller may, pursuant to the Regulatory Events clause of the Agreement, pass through without markup any increases in those costs and charges in Exhibit "B-2" during the Term of the Agreement. Seller may also, during the Term of this Agreement, adjust any Transmission and Distribution Charges included in Exhibit "B-2" to reflect implemented increases or reductions in tariff rates and changes in demand or other delivery components that occur during the Term.

Transition Charge and Consumption Variance Pricing: For periods during the Initial Term which Actual Consumption within a Congestion Management Zone varies from the Contract Quantity by a percentage greater than the Consumption Variance Allowance as shown on Exhibit "A-2", or for periods in which Actual Consumption occurs after the period between the Start Date and the End Date of the Initial Term, as listed on the Exhibit "A-2", Seller will charge, and Customer will pay the ERCOT Rate. The adder will be posted on the Site during the Term. The costs in Exhibit "C-2" will be passed through without markup. In the event of excess or deficient usage, if ERCOT charges certain incremental Ancillary Services for under or over procured loads, then Seller may also pass through these Ancillary Services to Buyer without markup.

Load Change Notification: Customer will promptly notify Seller of any event or circumstance that is likely to cause a significant change to the load at any Delivery Point(s) (a "**Notice of Load Change**"), including Customer's plans for new construction, facility replacement or equipment modification, planned closures, applications for new construction permits, or new environmental limits.

If Customer has a change in usage of 25% or more for two consecutive months; Seller may pass through the resulting cost increase to Customer. If Seller elects to pass through such cost increases, Seller will calculate the amount of such cost in a commercially reasonable manner and submit to Customer, which invoice will be due and payable pursuant to the payment terms of this agreement.

Adding and Deleting Delivery Points: Customer is permitted to add new Delivery Points at the Contract Price, or delete Delivery Points as a result of a sale or closure without any form of termination payment provided that (i) there is no Event of Default by Customer, (ii) any such Delivery Point to be added is located within the ERCOT area currently served by Seller; (iii) the aggregate volume of addition of Delivery Point(s), or deletion of Delivery Point(s) listed on Exhibit "D-2", does not exceed three (3) percent of the contract quantities specified in Exhibit "A-2", and (iv) such deletions are, in the reasonable judgment of Seller, for operational reasons and not an effort to access lower energy rates.

DEFINITIONS

"Ancillary Services" means, for each Delivery Point, all charges assessed by ERCOT for services necessary to maintain reliable operation of the transmission system in order to support the transmission of Energy from the source of generation to the points of demand.

"Congestion Management Zone" means the applicable congestion management zone as defined by ERCOT for the applicable Delivery Points and delivery period.

"ERCOT Rate" means the volume weighted sum of the Real Time Settlement Price (RT LMPZ) applicable to the Delivery Points for the specific delivery period, plus the applicable Exhibit "B-2" and "C-2" items, which may include retail margin, energy losses, capacity charges, RUC, replacement reserves, broker fees and commissions, congestion charges, ancillary service charges, ERCOT administrative fees, and delivery charges and other charges incurred by Seller for the Actual Consumption.

"Transmission and Distribution Charges" or "TDSP Charges" means, for each Delivery point, all transmission and distribution charges and other cost recovery charges and fees outlined in the TDSP's tariff and billed to Seller for TDSP's services to deliver Energy to the applicable Delivery point; .

CUSTOMER'S ACKNOWLEDGMENT

Customer acknowledges that Seller's representatives are in the business of buying and selling power within the ERCOT market for each of their own accounts and that such participation in the foregoing market may affect the calculation of the Day Ahead Settlement Price (DAM LMPZ) or Real-Time Settlement Point Prices (RT LMPZ). Notwithstanding the foregoing, Customer agrees to pay the amounts provided for in this Agreement that may be based upon the DAM LMPZ or RT LMPZ, as promulgated by ERCOT. Subject to the right of Customer to dispute a Seller Invoice as set forth in this Agreement, Customer will not withhold payment for any reason, including, investigatory activities undertaken by ERCOT or PUCT, based on Seller's representatives' participation in the market and its effect on RT LMPZ. Nothing in this Agreement restricts Seller or any of Seller's representatives from participating in ERCOT market activities that may affect the DAM LMPZ or RT LMPZ.

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. G.4

From: Mike Christenson, Fire Chief

Item: Discuss and consider approval of an Information Technology Support Services Agreement with MedStar for clinical records and reporting platform software and authorize the City Manager to execute the agreement.

Summary:

MedStar will support the Lake Worth Fire Department with IT support services and allow the fire department to use their EMS reporting system at no charge for our department. By using MedStar's reporting system this will allow both agencies to merge their EMS reports. The reporting information will be store in the MedStar reporting system, this will also help with QA/QC.

MedStar will proved all hardware required to operate the documentation software; create and maintain all FD user accounts within the software; and, periodic service and maintenance to the software, to include updates. The FD also will have access to technical support, through MedStar, 24 hours a day.

This agreement will automatically renew annually, unless terminated by any party, with proper notice.

Fiscal Impact:

1. No charge. This agreement will save the fire department roughly \$ 2,500.00 annually in paper reports and the cost for the EMS module in our reporting system.

Attachments:

1. Information Technology Support Services Agreement with MedStar.

Recommended Motion or Action:

Move to approve an Information Technology Support Services Agreement with MedStar for clinical records and reporting platform software and authorize the City Manager to execute the agreement.



INFORMATION TECHNOLOGY SUPPORT SERVICES AGREEMENT

This agreement (“Agreement”) to provide hosting, software and equipment, and information technology (IT) support services for a clinical records and reporting platform is made between the Metropolitan Area EMS Authority d/b/a MedStar Mobile Healthcare (“MedStar”), and The City of Lake Worth, Texas (“FD”). For and in consideration of the mutual promises and covenants set forth herein and intending to be legally bound thereby, the parties agree as follows:

1. **TERM:** The initial term of this Agreement shall be one year, commencing on the later of the date the Agreement is signed by MedStar or FD. The Agreement shall thereafter automatically renew for successive one year terms unless terminated at the end of (a) the initial term or (b) any renewal term, as the case may be, by not less than thirty days’ prior written notice by either party, with written acknowledgement of receipt required. Notwithstanding anything contained in this Agreement to the contrary, either party may terminate this Agreement at any time and for any reason by giving the other party thirty 60 days’ prior written notice.
2. **PRICING AND PAYMENT TERMS:** MedStar will provide the IT support services identified in paragraph 3 below (“IT Support Services”) to FD at no cost to FD. FD shall bear the cost of all required Hardware and Equipment and shall bear directly or reimburse MedStar for the expense of any other equipment required by MedStar to provide the IT Support Services and provide FD with access to Software and clinical records and reporting platform. MedStar shall not charge FD for use of the Software under Med Star’s license.
3. **SCOPE OF IT SUPPORT SERVICES:** MedStar shall:
 - a. Provide and maintain the hosted infrastructure for a server site for FD to host clinical data and access the modules of MedStar’s Image Trend software identified on Exhibit A (“Software”).
 - b. Provide hardware maintenance and support services to FD for the “Equipment” identified on Exhibit “A” hereto. MedStar will ensure that the Equipment meets original equipment manufacturer (OEM) and Software specifications. MedStar will coordinate with the OEM and the Software vendor as necessary to maintain the Equipment and Software and shall process repairs, or other agreements with the OEM necessary to obtain information, know-how, software vendor requirements, and any other support reasonably required from the OEM. MedStar will maintain an equipment environment consistent with OEM and software vendor’s specifications.
 - c. MedStar will provide FD with 24 hour a day technical support services for Equipment via telephone
4. **OBLIGATIONS OF FD:** FD shall:
 - a. Provide all hardware required to operate the documentation software in a suitable environment, which shall include without limitation: the Equipment, mobile electronic devices, tablets, laptop computers, and remote connection capable telecommunication devices necessary to upload data with acceptable minimum speed and security requirements. All required Hardware shall meet the specifications of MedStar and the Software vendor.

- b. Create and maintain all FD user accounts within the Software and Hardware.
 - c. Deliver the Equipment to MedStar for periodic service and maintenance as required by the Hardware and/or Software vendor or MedStar.
 - d. Not permit the Equipment or Software to be altered, modified, or serviced by any third party without prior written approval by MedStar.
5. **RISK OF LOSS:** FD shall bear the risk of loss or damage to the Equipment or Hardware not covered by warranty or insurance, unless caused by the gross negligence or intentional act of MedStar personnel. In any event, MedStar's liability for loss or damage to the Equipment or Hardware is limited to the lesser of the cost to repair or replace the Hardware or Equipment that is not covered by insurance or third party warranties. See paragraphs 9 and 10 below for additional limitations on warranties, liability, and damages.
6. **DELIVERY OF EQUIPMENT FOR MAINTENANCE OR REPAIR:** Equipment in need of temporary replacement, repair, or maintenance may be delivered to MedStar Monday through Friday between 0700 hours and 1700 hours, unless prior arrangements have been made for MedStar personnel to receive the Equipment at other times. MedStar shall notify FD when Equipment is ready for pickup by FD.
7. **EXPENSES:** FD shall be responsible for the cost of all required Hardware and Equipment, for the expense of necessary third party repair of the Hardware and Equipment if required (including shipping and handling), the cost of telecommunication services for data transmission at the FD and all associated hardware required for the same, and the cost of any third party software (other than the Software) required by FD to access and use the hosted platform. FD shall bear the cost of any enhancements to the Software or additional Software modules that FD requests, absent a written agreement to the contrary from MedStar. Any changes to the Software must be coordinated with and approved by MedStar in advance.
8. **UNSUPPORTED EQUIPMENT:** MedStar will notify FD in writing at least 90 days in advance of its intent to discontinue maintenance support services for any Equipment that becomes obsolete. FD will ensure that any unsupportable equipment is replaced in timely manner at the expense of FD.
9. **LIMITATION OF LIABILITY AND DAMAGES:** MEDSTAR AND FD SHALL NOT BE LIABLE TO EACH OTHER OR TO ANY THIRD PARTY FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OR CORRUPTION OF DATA, AND THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY) ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, THE HARDWARE AND/OR SOFTWARE, OR OUT OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER SUCH CLAIMS ARE BASED ON NEGLIGENCE, STRICT LIABILITY OR OTHER TORT THEORIES, IRRESPECTIVE OF WHETHER MEDSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 10. DISCLAIMER OF WARRANTIES:** EXCEPT AS EXPRESSLY PROVIDED HEREIN, MEDSTAR SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. MedStar does not warrant or guarantee that use of the Software and platform will be uninterrupted or error-free. MedStar does not guarantee that the information accessed by FD will be accurate or complete. FD acknowledges that performance of the Equipment, platform, and Software may be affected by any number of factors, including without limitation, technical failures, the acts or omissions of third parties, and other causes reasonably beyond the control of MedStar. Certain features of the Equipment, Hardware and/or Software may not be forward-compatible and future versions of the Equipment and Software may require FD to purchase additional Equipment, Hardware, and third party software.
- 11. GENERAL INDEMNITY:** To the extent allowed by the Texas constitution and the laws of the state of Texas, each party shall defend, indemnify and hold harmless the other and it's officers, directors, shareholders, partners, employees, agents from any and all threatened or actual claims, proceedings, losses, damages, fines, penalties, liabilities, costs and expenses of any nature, including attorneys' fees and court costs sustained or incurred by or asserted against the other party arising from the party's own breach of this agreement in any material respect or (ii) the party's own conduct in connection with the performance of this Agreement that constitutes gross negligence, fraud, willful misconduct or a knowing violation of law. Nothing in the provision shall otherwise limit or waive any other immunity available to MedStar or its agents and employees.
- 12. FORCE MAJEURE:** Service from MedStar is subject to floods, strikes or other labor disturbances, fire, accidents, war, delays of carriers, inability to obtain equipment, hardware, and materials, failure or allocation of normal sources of supply, terrorist act, machinery or equipment breakdown, plant shutdown, restraints of government, (whether or not it later proves to be invalid), or any other similar or dissimilar cause beyond Med Star's reasonable control ("Force Majeure Event"). MedStar shall not be liable in damages or otherwise resulting from a Force Majeure Event, and FD waives any right to assert a claim against MedStar in respect thereof. MedStar shall advise FD in writing of the reason for and anticipated length of any such event. FD may source products from another supplier for the duration of the Force Majeure Event.
- 13. DISASTER RECOVERY:** In the event of a disaster or catastrophe totally or partially disabling FD's computing capability, whether due to natural or man-made causes, MedStar agrees to use its best efforts to aid in the prompt restoration of computing capability, including but not limited to emergency loans of Equipment, provision of maintenance services, and provision of technical assistance to FD in its attempts to recover services. FD and MedStar shall negotiate in good faith to provide reimbursement to MedStar for the actual costs of equipment, parts, materials, and shipping involved in such emergency response.
- 14. COMPLIANCE:** It is the responsibility of FD to comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including but not limited to: Compliance with HHS/GSA Excluded Individuals/Entities Social Security Act Sections 1128, 1128A, 1156, Health Insurance Portability and Accountability Act and its implementing regulations (45 C.F.R. Parts 160-164), and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations, each as issued and amended by the Secretary (all the foregoing, collectively "HIPAA"). FD agrees to enter into a BAA with MedStar in the form attached as Exhibit "B."

- 15. HIPAA OBLIGATIONS:** Both Parties acknowledge Obligations and Other Regulations Implementing the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) ("HIPAA")). The Parties acknowledge that federal regulations set forth in HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. 17921-53) ("HITECH Act") relating to the confidentiality, integrity and accessibility of individually identifiable health information (whether created, maintained, accessed, stored or transmitted electronically or otherwise) require covered entities to comply with the privacy and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E ("Privacy Rule") and 45 C.F.R. parts 160 and 164, subparts A and C ("Security Rule"). The Privacy Rule and Security Rule are collectively referred to herein as the "Privacy and Security Standards." The Privacy and Security Standards require a covered entity to ensure that those who receive, access, store, or transmit confidential information in the course of providing services on behalf of a covered entity comply with certain obligations regarding the confidentiality, integrity and availability of health information as defined in the aforementioned regulations. Accordingly, the Parties agree to comply with those regulations as they may apply in the course of providing services hereunder.
- 16. SEVERABILITY.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
- 17. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the substantive law of the State of Texas, without regard to its conflict of laws principles. The venue of any litigation arising from this Agreement will be in the United States District Courts, Fort Worth Division of the Northern District of Texas if the litigation arises in Federal Court or in the District Courts of Tarrant County, Texas if the litigation arises in State Court.
- 18. NO WAIVER:** FD and MedStar are governmental entities created under the laws of the State of Texas and nothing contained in this Agreement waives or relinquishes FD or MedStar's right to claim any exemptions, privileges, or immunities as may be provided by law.
- 19. MODIFICATION:** No supplement, modification, or amendment of any term, provision, or condition of this Agreement shall be binding or enforceable on either Party hereto unless in writing signed by both Parties.
- 20. NOTICES:** All notices provided for by this Agreement shall be made in writing either (a) by actual delivery (e.g., personally, by commercial courier service, or by confirmed telefacsimile) of the notice, or (b) by the mailing of the notice by United States Postal Service certified or registered mail, return receipt requested, and addressed to the party to be notified at the address set forth below (or at such other address as may be given by notice by a party). The notice shall be deemed to be received (i) if by actual delivery, on the date of its receipt by the party, or (ii) if by mail, on the second day on which mail is delivered following the date of deposit in the United States Postal Service.

If to FD:

Lake Worth City Manager
3805 Stacey Almond
Lake Worth, TX 76135

If to MedStar:

MedStar Mobile Healthcare
2900 Alta Mere Drive
Fort Worth, TX 76116
Attn: Douglas Hooten, CEO
Email: DHooten@medstar911.org

With copy to:

MedStar Mobile Healthcare
2900 Alta Mere Drive
Fort Worth, TX 76116
Attn: General Counsel
Email: Compliance@medstar911.org

21. INDEPENDENT CONTRACTORS: MedStar is an independent contractor. Nothing in this Agreement shall be construed as creating any relationship between MedStar and FD other than that of support service provider and equipment / software system user, respectively. This Agreement is not intended to be, nor shall it be construed as, a joint venture, association, partnership, franchise, or other form of business organization or agency relationship or licensor and licensee agreement. FD will not obtain any ownership interest in, any of MedStar's trademarks, logos or trade secrets pursuant to this Services Agreement or otherwise.

22. HEADINGS: Headings are included in this Agreement for ease of reference only and will not affect the interpretation or construction of this Agreement.

23. ACCEPTANCE: This Agreement shall not be binding on FD and MedStar until it is accepted in writing by a duly authorized representative of each party. This Agreement with any exhibits represents the entire Agreement between MedStar and FD in relation to the clinical documentation platform and Information Technology Support Services. Amendments to this Agreement shall be in writing and no acceptance by MedStar of any acknowledgment, or other document specifying different and/or additional terms or conditions shall be effective.

Metropolitan Area EMS Authority (MedStar)
d/b/a MedStar Mobile Healthcare

City of Lake Worth (Fire Department)

Douglas R. Hooten
Chief Executive Officer
Date: _____

Stacey Almond
City Manager
Date: _____

INFORMATION TECHNOLOGY SUPPORT SERVICES AGREEMENT

EXHIBIT A

1. MedStar's Image Trend Software Modules covered by this Agreement:

Image Trend Elite System for EMS Documentation

2. Fire Department Equipment maintained and serviced by MedStar under this Agreement:

MODEL	MANUFACTURER	SERIAL NUMBER
Surface Pro	Microsoft	
Surface Pro	Microsoft	
Surface Pro	Microsoft	

Updated _____ (date) Approved for MedStar by: _____

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. G.5

From: Mike Christenson, Fire Chief

Item: Discuss and consider approval of an Equipment Lease & Information Technology Support Services Agreement and authorize the City Manager to execute the agreement.

Summary:

MedStar will lease the Lake Worth Fire Department three Surface Pro 4s tablets for one-dollar (\$1.00) per month for four (4) months. This will allow the Fire Department to evaluate the feasibility for four (4) months at very minimal cost.

This will also allow the Fire Department to budget for the need equipment in the next fiscal year.

Fiscal Impact

1. The fiscal impact for the next three months would be nine dollars. I believe this is best way to evaluate the system at a low cost for the tablets. There would be a up front cost for new cradle points in the Engine and Rescue that would allow us to connect to WIFI while on an emergency scene, allow us to see information and transfer information real time to the MedStar system. The cradle points would be a onetime cost of \$ 1,800.00. These funds are available.

Attachments:

1. Equipment Lease & Information Technology Support Services Agreement.

Recommended Motion or Action:

Move to approve an Equipment Lease & Information Technology Support Services Agreement and authorize the City Manager to execute the agreement.



EQUIPMENT LEASE & INFORMATION TECHNOLOGY SUPPORT SERVICES AGREEMENT

This agreement (“Agreement”) to lease equipment and provide hosting, software, and information technology (IT) support services for FD to participate in MedStar’s clinical records and reporting platform is made between the Metropolitan Area EMS Authority d/b/a MedStar Mobile Healthcare (“MedStar”) and The City of Lake Worth Fire Department (“FD”). For and in consideration of the mutual promises and covenants set forth herein and intending to be legally bound thereby, the parties agree as follows:

- 1. TERM:** The initial term of this Agreement shall be for four calendar months, commencing on the later of the date the Agreement is signed by MedStar or FD. The Agreement may be renewed for additional terms of one month upon written agreement of the parties. Either party may terminate this Agreement or any renewal term thereof at any time and for any reason by giving the other party five days’ prior written notice.
- 2. PRICING AND PAYMENT TERMS:** MedStar shall lease FD three (3) Microsoft Surface Pro 4s tablets listed on Exhibit A (“Leased Equipment”) for payments of one dollar (\$1.00) per month per tablet so that FD may evaluate the feasibility of using MedStar’s clinical records and reporting platform. MedStar shall not charge FD for use of the Software under MedStar’s license.
- 3. SCOPE OF IT SUPPORT SERVICES:** MedStar shall provide the following at no cost to FD:
 - a. Provide and maintain the hosted infrastructure for a server site for FD to host clinical data and access the modules of MedStar’s ImageTrend Elite software (“Software”) identified on Exhibit “A” herein.
 - b. Provide hardware maintenance and support services to FD for the Leased Equipment.
 - c. Ensure that the Leased Equipment meets original equipment manufacturer (OEM) and Software specifications. MedStar will coordinate with the OEM and the Software vendor as necessary to maintain the Leased Equipment and Software and shall process repairs, or other agreements with the OEM necessary to obtain information, know-how, software vendor requirements, and any other support reasonably required from the OEM. MedStar will maintain an equipment environment consistent with OEM and software vendor’s specifications.
 - d. Provide FD with 24 hours a day technical support services for Leased Equipment via telephone.
- 4. OBLIGATIONS OF FD:** FD shall:
 - a. Make the lease payments required under this Agreement
 - b. Be responsible for all remote connection capable telecommunication devices necessary to upload data with acceptable minimum speed and security requirements.
 - c. Deliver the Leased Equipment to MedStar for service as required by the manufacturer and/or Software vendor and/or MedStar.

- d. Not permit the Leased Equipment or Software to be altered, modified, or serviced by any third party without prior written approval by MedStar.
 - e. Maintain control and possession of the Leased Equipment at all times.
 - f. Return the Leased Equipment to MedStar Agreement in good working condition at the termination of this Agreement.
5. **RISK OF LOSS:** FD shall bear the risk of loss or damage to the Leased Equipment not covered by warranty or insurance, unless caused by the gross negligence or intentional act of MedStar personnel. See paragraphs 8 and 9 below for additional limitations on warranties, liability, and damages.
6. **DELIVERY OF LEASED EQUIPMENT FOR MAINTENANCE OR REPAIR:** Leased Equipment in need of replacement, repair, or maintenance may be delivered to MedStar Monday through Friday between 0700 hours and 1700 hours, unless prior arrangements have been made for MedStar personnel to receive the Leased Equipment at other times. MedStar shall notify FD when Equipment is ready for pickup by FD.
7. **EXPENSES:** FD shall bear directly or reimburse MedStar for the expense of any equipment other than the Leased Equipment required by MedStar to provide the IT Support Services and provide FD with access to the Software and to MedStar's clinical records and reporting platform. FD shall be responsible for the expense of necessary third party repair of the Leased Equipment not covered by insurance or third party warranty, including shipping and handling, FD shall also bear the cost of telecommunication services for data transmission by FD and all associated hardware required for the same, and the cost of any third party software required for the same (other than the Software) required by FD to access and use the hosted platform. FD shall bear the cost of any enhancement requests to the Software or additional Software modules that FD requests, absent a written agreement to the contrary from MedStar. Any changes to the Software must be coordinated with and approved by MedStar in advance.
8. **LIMITATION OF LIABILITY AND DAMAGES:** MEDSTAR AND FD SHALL NOT BE LIABLE TO EACH OTHER OR TO ANY THIRD PARTY FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OR CORRUPTION OF DATA, AND THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY) ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, THE HARDWARE AND/OR SOFTWARE, OR OUT OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER SUCH CLAIMS ARE BASED ON NEGLIGENCE, STRICT LIABILITY OR OTHER TORT THEORIES, IRRESPECTIVE OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **FD'S DAMAGES UNDER THIS AGREEMENT SHALL BE LIMITED TO THE LEASE PAYMENTS MADE HEREUNDER.**
9. **DISCLAIMER OF WARRANTIES:** EXCEPT AS EXPRESSLY PROVIDED HEREIN, MEDSTAR SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. MedStar does not warrant or guarantee that use of the Software and platform will be uninterrupted or error-free. MedStar does not guarantee that the information accessed by FD will be accurate or complete. FD acknowledges that performance of

the Leased Equipment, the clinical records and reporting platform, and the Software may be affected by any number of factors, including without limitation, technical failures, the acts or omissions of third parties, and other causes reasonably beyond the control of MedStar. Certain features of the Leased Equipment and/or Software may not be forward-compatible and future versions of the Leased Equipment and Software may require FD to purchase additional equipment, hardware, and third party software.

- 10. GENERAL INDEMNITY:** To the extent allowed by the Texas constitution and the laws of the state of Texas, each party shall defend, indemnify and hold harmless the other and its officers, directors, shareholders, partners, employees, agents from any and all threatened or actual claims, proceedings, losses, damages, fines, penalties, liabilities, costs and expenses of any nature, including attorneys' fees and court costs sustained or incurred by or asserted against the other party arising from the party's own breach of this agreement in any material respect or (ii) the party's own conduct in connection with the performance of this Agreement that constitutes gross negligence, fraud, willful misconduct or a knowing violation of law. Nothing in the provision shall otherwise limit or waive any other immunity available to FD or MedStar or their agents and employees.
- 11. FORCE MAJEURE:** Service from MedStar is subject to floods, strikes or other labor disturbances, fire, accidents, war, delays of carriers, inability to obtain equipment, hardware, and materials, failure or allocation of normal sources of supply, terrorist act, machinery or equipment breakdown, plant shutdown, restraints of government, (whether or not it later proves to be invalid), or any other similar or dissimilar cause beyond Med Star's reasonable control ("Force Majeure Event"). MedStar shall not be liable in damages or otherwise resulting from a Force Majeure Event, and FD waives any right to assert a claim against MedStar in respect thereof. MedStar shall advise FD in writing of the reason for and anticipated length of any such event. FD may source products from another supplier for the duration of the Force Majeure Event.
- 12. DISASTER RECOVERY:** In the event of a disaster or catastrophe totally or partially disabling FD's computing capability, whether due to natural or man-made causes, MedStar agrees to use its best efforts to aid in the prompt restoration of computing capability, including but not limited to emergency loans of Equipment, provision of maintenance services, and provision of technical assistance to FD in its attempts to recover services. FD and MedStar shall negotiate in good faith to provide reimbursement to MedStar for the actual costs of equipment, parts, materials, and shipping involved in such emergency response.
- 13. COMPLIANCE:** It is the responsibility of FD to comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including but not limited to: Compliance with HHS/GSA Excluded Individuals/Entities Social Security Act Sections 1128, 1128A, 1156, Health Insurance Portability and Accountability Act and its implementing regulations (45 C.F.R. Parts 160-164), and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations, each as issued and amended by the Secretary (all the foregoing, collectively "HIPAA"). FD agrees to enter into a BAA with MedStar in the form attached as Exhibit "B."
- 14. HIPAA OBLIGATIONS:** Both Parties acknowledge Obligations and Other Regulations Implementing the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) ("HIPAA")). The Parties acknowledge that federal regulations set forth in HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. 17921-53) ("HITECH Act") relating to the confidentiality, integrity and accessibility of individually

identifiable health information (whether created, maintained, accessed, stored or transmitted electronically or otherwise) require covered entities to comply with the privacy and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E ("Privacy Rule") and 45 C.F.R. parts 160 and 164, subparts A and C ("Security Rule"). The Privacy Rule and Security Rule are collectively referred to herein as the "Privacy and Security Standards." The Privacy and Security Standards require a covered entity to ensure that those who receive, access, store, or transmit confidential information in the course of providing services on behalf of a covered entity comply with certain obligations regarding the confidentiality, integrity and availability of health information as defined in the aforementioned regulations. Accordingly, the Parties agree to comply with those regulations as they may apply in the course of providing services hereunder.

15. SEVERABILITY. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

16. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the substantive law of the State of Texas, without regard to its conflict of laws principles. The venue of any litigation arising from this Agreement will be in the United States District Courts, Fort Worth Division of the Northern District of Texas if the litigation arises in Federal Court or in the District Courts of Tarrant County, Texas if the litigation arises in State Court.

17. NO WAIVER: FD and MedStar are governmental entities created under the laws of the State of Texas and nothing contained in this Agreement waives or relinquishes FD or MedStar's right to claim any exemptions, privileges, or immunities as may be provided by law.

18. MODIFICATION. No supplement, modification, or amendment of any term, provision, or condition of this Agreement shall be binding or enforceable on either Party hereto unless in writing signed by both Parties.

19. NOTICES: All notices provided for by this Agreement shall be made in writing either (a) by actual delivery (e.g., personally, by commercial courier service, or by confirmed telefacsimile) of the notice, or (b) by the mailing of the notice by United States Postal Service certified or registered mail, return receipt requested, and addressed to the party to be notified at the address set forth below (or at such other address as may be given by notice by a party). The notice shall be deemed to be received (i) if by actual delivery, on the date of its receipt by the party, or (ii) if by mail, on the second day on which mail is delivered following the date of deposit in the United States Postal Service.

If to FD: Lake Worth Fire Department
3805 Adam Grubb
Lake Worth, TX 76135
Attn: Stacey Almond, City Manager

If to MedStar: MedStar Mobile Healthcare
2900 Alta Mere Drive
Fort Worth, TX 76116
Attn: Douglas R. Hooten, CEO
Email: DHooten@medstar911.org

With copy to:

MedStar Mobile Healthcare
2900 Alta Mere Drive
Fort Worth, TX 76116
Attn: General Counsel
Email: Compliance@medstar911.org

20. INDEPENDENT CONTRACTORS: MedStar is an independent contractor. Nothing in this Agreement shall be construed as creating any relationship between MedStar and FD other than that of support service provider and equipment lease and software system user, respectively. This Agreement is not intended to be, nor shall it be construed as, a joint venture, association, partnership, franchise, or other form of business organization or agency relationship or licensor and licensee agreement. FD will not obtain any ownership interest in, any of MedStar's trademarks, logos or trade secrets, or leased equipment pursuant to this Services Agreement or otherwise.

21. HEADINGS: Headings are included in this Agreement for ease of reference only and will not affect the interpretation or construction of this Agreement.

22. ACCEPTANCE: This Agreement shall not be binding on FD and MedStar until it is accepted in writing by a duly authorized representative of each party. This Agreement with any exhibits represents the entire Agreement between MedStar and FD in relation to the clinical records and reporting platform, Information Technology Support Services, and leased equipment. Amendments to this Agreement shall be in writing and no acceptance by MedStar of any acknowledgment, or other document specifying different and/or additional terms or conditions shall be effective.

Metropolitan Area EMS Authority d/b/a
MedStar Mobile Healthcare (MedStar)

The City of Lake Worth (Fire Department)

Douglas R. Hooten
Chief Executive Officer

Date: _____

Printed Name: Stacey Almond
City Manager

Date: _____

EXHIBIT A

**EQUIPMENT LEASE
&
INFORMATION TECHNOLOGY SUPPORT SERVICES AGREEMENT**

1. **SOFTWARE:** MedStar configured ImageTrend Elite Software system for EMS patient care records and reporting
2. **EQUIPMENT:** Leased from MedStar to Fire Department under this Agreement:

<u>MODEL</u>	<u>MANUFACTURER</u>	<u>SERIAL NUMBER</u>
Surface Pro 4s	Microsoft	TBD BY MEDSTAR IT
Surface Pro 4s	Microsoft	TBD BY MEDSTAR IT
Surface Pro 4s	Microsoft	TBD BY MEDSTAR IT

Updated _____ (date)

Approved for MedStar by: _____

Name: _____

Title: _____

Approved for FD by: _____

Name: _____

Title: _____

EXHIBIT B
EQUIPMENT LEASE
&
INFORMATION TECHNOLOGY SUPPORT SERVICES AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (the “Agreement”) is entered into on April 15th, 2018 (the “Effective Date”), by and between The City of Lake Worth Fire Department (the “Business Associate”) and MedStar Mobile Healthcare (“Covered Entity”), (collectively the “Parties”).

RECITALS

WHEREAS, the Parties are entering into this Agreement in order to comply with the Health Insurance Portability information, located at 45 C.F.R. parts 160 and 164, Subparts A and E (the “Privacy Rule”) and Part 164, Subparts A and C (the “Security Rule”); as amended by the Health Information, Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“ARRA”), and the HIPAA Omnibus Final Rule, 78 Fed. Reg. 5566 (Jan. 25, 2013) (collectively the “HIPAA Rules”).

WHEREAS, the “Agreement” is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information (“PHI”) (as defined under the HIPAA Rules) that Business Associate may receive, create, maintain, use or disclose in connection with the functions, activities and services that Business Associate performs for Covered Entity. The functions, activities and services that Business Associate performs for Covered Entity are defined in EQUIPMENT LEASE & INFORMATION TECHNOLOGY SUPPORT SERVICES AGREEMENT (the “Underlying Agreement”).

WHEREAS, the purpose of this Agreement is to comply with the requirements of the HIPAA Rules and Texas state law.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
GENERAL PROVISIONS

1.1 **Definitions.** Unless the context clearly indicates otherwise, the following terms in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Media, Electronic Protected Health Information (ePHI), Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI and Use.

1.2 **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

1.3 **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

Article II
OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 **Use and Disclosure of PHI.** Business Associate agrees not to use or disclose PHI, other than as permitted or required by this Agreement or as Required By Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.

2.2 **Safeguards.** Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

2.3 **Minimum Necessary.** Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. §502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a “limited data set” as defined in 45 C.F.R. §164.514(e)(2), to accomplish the intended purpose of such request, use or disclosure, as interpreted under related guidance issued by the Secretary from time to time. Business Associate shall provide specific training regarding the minimum necessary guidelines and the consequences of access to PHI beyond that required for providing its services to or for the Covered Entity.

2.4 **Duty to Mitigate.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement’s requirements or that would otherwise cause a Breach of Unsecured PHI.

2.5 **Security Incident.** The Business Associate agrees to the following breach notification requirements:

2.5.1 Business Associate agrees to report orally and in writing to Covered Entity any Breach of Unsecured PHI not provided for by the Agreement within 10 calendar days of discovery, including any Security Incident and any breaches of Unsecured PHI. Notice shall include the identification of each individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. §164.404(c) at the time of notification or promptly thereafter as information becomes available. Business Associate’s notification of Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of section 13400 of Subtitle D (Privacy) or ARRA, the HIPAA Rules and related guidance issued by the Secretary or the delegate of the Secretary from time to time;

2.5.2 In the event of Business Associate’s use or disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act or ARRA, Business Associate bears the burden of demonstrating that notice as required under this Section 2.4 was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

2.6 **Disclosure to Agents and Subcontractors.** Business Associate agrees, in accordance with 45 C.F.R. §164.502(e)(1)(ii) and §164.308(b)(2), ensure that any agents or subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with the terms of this Agreement.

2.7 **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees as follows:

2.7.1 **Individual Right to Copy or Inspection.** Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. §164.524. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to assist Covered Entity in meeting this deadline without unreasonable delays. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form.

2.7.2 **Individual Right to Restrict Disclosure.** Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. §164.522, except where such use, disclosure is required or permitted under applicable law.

2.7.3 **Individual Right to Amendment.** Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by the Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.

2.7.4 **Request for Electronic Health Record.** If an Individual requests in writing a copy of the individual's electronic health record, Business Associate shall provide the electronic health record to the Individual within 30 days of the initial request and in electronic format unless the individual consents otherwise.

2.8 **Accounting of Disclosures.** Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI. Business Associate shall be able to provide Covered Entity with the following information related to each disclosure: (a) The date of disclosure; (b) The name of the entity or person who received the protected health information and, if known, the address of such entity or person; (c) A brief description of the protected health information disclosed; and (d) A brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure.

2.9 **Internal Practices, Policies and Procedures.** Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.

2.10 **Red Flag Rule.** If Covered Entity is subject to the Red Flags Rule (found at 16 C.F.R. §681.1 *et seq.*), Business Associate agrees to assist Covered Entity in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Covered Entity's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Covered Entity of any red flag incident (as defined by the Red Flag Rules)

of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Covered Entity of any threat of identity theft as a result of the incident.

Article III

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

3.1 **Uses and Disclosure of PHI.** The specific uses and disclosures of PHI that may be made by Business Associate on behalf of Covered Entity are those in connection with services provided by Business Associate to or for Covered Entity only in a manner that is consistent with this Agreement, the Privacy Rule or Security Rule; provided that the use or disclosure would not violate the Privacy Rule, including 45 C.F.R. §164.504(e), if the use or disclosure would be done by Covered Entity.

3.2 **De-identified Information.** Business Associate may use and disclose de-identified health information if (i) the use is disclosed to Covered Entity and permitted by Covered Entity in its sole discretion and (ii) the de-identification is in Compliance with 45 C.F.R. §164.502(d), and the de-identified health information meets the standard and implementation specifications for de-identification under 45 C.F.R. §164.514(a) and (b).

Article IV

TERM AND TERMINATION

4.1 **Term.** This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

4.2 **Termination for Breach.** If Business Associate breaches any provision in this Agreement, Covered Entity may, at its option, access and audit the records of Business Associate related to its use and disclosure of PHI, require Business Associate to submit to monitoring and reporting, and such other conditions as Covered Entity may determine is necessary to ensure compliance with this Agreement, or Covered may terminate this Agreement on a date specified by Covered Entity.

4.3 **Effect of Termination.** Upon termination of this Agreement for any reason Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is no feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

4.4 **Warranties.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred or otherwise ineligible to participate in any Federal health care program as defined in 42 U.S.C. §1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the

representations. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately with or without cause.

Agreed to this on the _____ day of _____, 2018.

Covered Entity

MedStar Mobile Healthcare
2900 Alta Mere
Fort Worth, Texas 76116

Douglas R. Hooten

Signature: _____

Title: _____

Date: _____

Business Associate

The City of Lake Worth Fire Department
3805 Adam Grubb
Lake Worth, TX 76135

Stacey Almond

Signature: _____

Title: _____

Date: _____

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. G.6

From: Mike Christenson, Fire Chief

Item: Discuss and consider approval an agreement with Tarrant County for Mutual Aid in Fire Protection and Emergency Medical Services and authorize the City Manager to execute the agreement.

Summary:

Authorization of this agreement allows Lake Worth Fire Department to provide and receive fire and emergency medical service mutual aid from all the cities that enter into this agreement within Tarrant County.

Provided in this agreement for a typical response is the following: one unit of firefighting apparatus, pumper (engine) or aerial (ladder), with a minimum of three personnel, or a brush truck or water supply vehicle with a minimum of two personnel, or an ambulance with a minimum of two personnel. However, variances to the typical response set for personnel may be agreed upon at the time of the mutual aid request.

Responding personnel must meet the minimum firefighting standards as established by their jurisdiction or by the Texas Commission on Fire Protection whichever is applicable.

Fiscal Impact:

N/A

Attachments:

1. Tarrant County Mutual Aid Agreement for Fire and EMS.

Recommended Motion or Action:

Move to approve an agreement with Tarrant County for Mutual Aid in Fire Protection and Emergency Medical Services and authorize the City Manager to execute the agreement.

THE STATE OF TEXAS §

COUNTY OF TARRANT §

**Agreement for Mutual Aid in Fire Protection
And
Emergency Medical Services**

This Agreement is entered into by and between the agencies signatory to this agreement, hereinafter referred to as “Member Local Entity,” “Parties,” or “Party.”

W I T N E S S E T H

WHEREAS, the governing body of the Member Local Entities, organized under the general laws of the State of Texas, desire to secure for each Member Local Entity the benefits of mutual aid in the protection of life and property from fire and in firefighting and emergency medical services; and

WHEREAS, this Agreement is entered into pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1.

The following terms shall have the following meanings when used in this Agreement:

- (A) For purposes of this contract, “Member Local Entity” means a:
 - (1) county, municipality, special district, or other political subdivision of this state or a state that borders this state; or
 - (2) volunteer fire department constituted under state law.
- (B) For purposes of this contract, “mutual aid” refers to reciprocal assistance by emergency services under a prearranged plan.

2.

That upon request by the Fire Chief or his/her designee or by the fire alarm operator of one Member Local Entity to the fire department of the other Member Local entity, available fire department equipment and personnel will be dispatched in aid of the requesting Member Local Entity to any point within a reasonable distance of the

jurisdictional limits of the responding Local Entity, subject to the conditions hereinafter stated.

The Fire Chief of each Member Local Entity shall designate what constitutes a reasonable travel distance outside the jurisdictional limits of the Local Entity.

It is hereby declared and agreed that an emergency condition shall exist within the corporate limits of a requesting Member Local Entity when one or more emergencies are in progress. When such an emergency exists, upon request of the Fire Chief, or his/her designee, or by the fire alarm operator of a Member Local Entity in which the emergency condition exists (the "requesting Local Entity") to the fire department of another Member Local Entity (the "responding Local Entity"), the Fire Chief or designee of the responding Local Entity will dispatch such fire department equipment and personnel to the aid of the requesting Local Entity as he/she deems advisable subject to the conditions hereinafter set out.

3.

Any dispatch of fire department equipment and personnel pursuant to this Agreement is subject to the following conditions:

- A. It is expressly understood and agreed that before responding in accordance with this Agreement that each Member Local Entity will have an ordinance, resolution, rule, or order adopted before the effective date of this Agreement which sets out the standard of care for emergency action which substantially states the following: "Every officer, agent or employee of the Member Local Entity and every officer, agent or employee of an authorized provider of emergency services, including, but not limited to every unit of government or subdivision thereof, while responding to emergency calls or reacting to emergency situations, regardless of whether any declaration of emergency has been declared or proclaimed by a unit of government or subdivision thereof, is hereby authorized to act or not to act in such a manner to effectively deal with the emergency. An action or inaction is 'effective' if it in any way contributes or can reasonably be thought by the provider of such emergency service to contribute to preserving any lives or property. This Section shall prevail over every other ordinance, resolution, rule, or order of the Member Local Entity and, to the extent to which the Member Local Entity has the authority to so authorize, over any other law establishing a standard of care in conflict with this section. Neither the Member Local Entity nor the employee, agent or officer thereof, or other unit of government or subdivision thereof or its employees, agents or officers shall be liable for failure to use ordinary care in such emergency. It is the intent of the Member Local Entity, by passing this ordinance, resolution, rule, or order to assure effective action in emergency situations by those entrusted with the responsibility of saving lives and property by protecting such government units from liability, and their employees, agents and offices from nonintentional tort liability to the fullest extent permitted by statutory and constitutional law, this ordinance, resolution,

rule or order shall be liberally construed to carry out the intent of the Member Local Entity.”

- B. Any request for assistance under this Agreement shall specify the amount and type(s) of fire department equipment needed, the MAPSCO location, and the street address to which the equipment and personnel are to be dispatched.

Upon a request for mutual aid assistance by a Member Local Entity, under the terms of this agreement, the typical response set for personnel and equipment would be as follows: one unit of firefighting apparatus, pumper (engine) or aerial (ladder), with a minimum of three personnel, or a brush truck or water supply vehicle with a minimum of two personnel, or an ambulance with a minimum of two personnel. However, variances to the typical response set for personnel may be agreed upon at the time of the mutual aid request. The Fire Chief of the responding Local Entity or his/her designee may dispatch additional equipment and personnel.

Responding personnel must meet the minimum firefighting standards as established by their jurisdiction or by the Texas Commission on Fire Protection whichever is applicable.

Texas Department of Health certified personnel (Emergency Care Attendant, Emergency Medical Technician, and Paramedic) may provide emergency medical services to the degree allowed by their certification and Medical Control.

Supervisory personnel, support equipment and personnel, or additional fire department equipment and personnel may also be dispatched to the Member Local Entity by direction of the Fire Chief of the responding Local Entity or his/her designee.

- C. The requesting Local Entity must have a command system in place and an incident commander in charge of the incident.
- D. The senior fire representative from the responding Local Entity shall report to and be under the direction of the requesting Local Entity Incident Commander, and will direct the utilization of his/her resources to assist in mitigating the emergency in accordance with accepted procedures.

However, if a member of a responding Local Entity is requested to perform a task that is in conflict with the responding Local Entity’s internal policies, the responding Local Entity retains the right to advise the officer in charge that the task cannot be completed. If agreement cannot be reached on the issue, the responding Local Entity has the option of leaving the scene. Each Party to this Agreement shall at all times be and remain legally responsible for the conduct of their respective fire department employees regardless of whether such employees were performing duties under this Agreement at the request of the requesting

Local Entity and regardless of whether such employees were acting under the authority, direction, suggestion or orders of an officer of the requesting Local Entity. This assignment of civil liability is specifically permitted by section 791.006(a-1) of the Texas Government Code ("Code") and is intended to be different than the liability otherwise assigned under section 791.1006 (a) of the Code. Each Party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of the Agreement.

- E. Fire department equipment and personnel from the responding Local Entity shall be released by the Incident Commander as soon as they are no longer needed or when their services are needed within their normal fire protection area.
- F. In areas where common Member Local Entity jurisdictional lines exist, accurate determination of jurisdiction may not be possible upon receipt of an alarm. In these cases, the Local Entity receiving the alarm will dispatch its fire department equipment and personnel and notify the other affected Local Entity of the alarm. If the emergency is not within the jurisdictional limits of the responding Local Entity, it is agreed that the services provided will be considered to have been provided pursuant to this Agreement.

4.

Each Local Entity waives all claims against the other Local Entity for compensation for any loss, property damage, personal injury or death occurring as a consequence of the performance of this Agreement.

Neither Member Local Entity shall be reimbursed by the other for costs incurred pursuant to this Agreement, with the exception of supplies and consumable items.

5.

All equipment used by the responding fire department in carrying out this agreement will, at the time of action hereunder, be owned by it; and personnel who perform duties pursuant to this agreement shall receive the same payment, salary, pension, injury or death benefits, workers' compensation benefits, payment of expenses, and all other compensation and rights for the performance of those duties, as they would have received for their regular duties in the service of the Member Local Entity which they serve. Each Member Local Entity shall be solely responsible for the payment of its costs associated with providing fire department equipment and personnel under this Agreement for up to twelve (12) consecutive hours of a Mutual Aid.

Thereafter, upon receipt of an invoice, all costs associated with the provision of Mutual Aid lasting more than twelve consecutive hours shall be paid by the responding Local Entity and reimbursed by the requesting Local Entity, to the extent permitted by

law. Such costs include, but are not limited to: compensation for personnel; operation and maintenance of equipment; damage to equipment; and food, lodging and transportation expenses. Formulary to assist cost determination will be based on the most current FEMA reimbursement schedules set by the Stafford Act and chapter 418 of the Texas Government Code.

- (1) Requests for reimbursement must be submitted as soon as practicable but no later than sixty days after the return of all personnel deployed under this Agreement. Failure to submit a request for reimbursement within the specified time frame will result in the responding Local Entity not being reimbursed for the Mutual Aid provided unless the requesting Local Entity extends the deadline for filing requests for reimbursement or the Federal or State Government extends the deadline for filing request for reimbursement. Such requests shall specifically identify all personnel, equipment, and resources provided; dates of issuance or duration of deployment, and the unit cost and total costs associated with each.
- (2) The responding Local Entity shall be responsible for creating and maintaining a record of all costs incurred, both reimbursed and unreimbursed costs, in providing Mutual Aid under this Agreement. The record shall be kept for a period of three years from the date the incident is closed.
- (3) In the event federal or state funds are available for costs associated with the provision of Mutual Aid, the Parties agree that the requesting Local Entity shall make the claim for the eligible costs of the responding Local Entity on its subgrant application and will disburse the federal or state share of funds to the responding Local Entity.
- (4) Reimbursement under this Section will be made by the requesting Local Entity no later than: (1) one-hundred eighty days after receipt of the request for reimbursement; or (2) ninety days after the requesting Local Entity receives reimbursement from the federal or state government, whichever is sooner.

6.

It is expressly understood that when an employee or volunteer of the responding Local Entity is performing duties under the terms of this agreement, that person is considered to be acting in the line of duty for the purposes of 34 U.S.C.A 10281; is considered to be in performance of duties within the provisions of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death, or loss which occurs while in the line of duty.

7.

It is further understood and agreed that, in the execution of this Agreement and contract, neither Member Local Entity waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

8.

This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

9.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

10.

Each Member Local Entity may terminate this Agreement upon thirty (30) days' written notice to the other Member Local Entity.

11.

In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in the Agreement.

12.

This Agreement contains all commitments and agreements of the Member Local Entities regarding mutual fire protection and emergency medical service assistance, and no other prior oral or written commitments shall have any force or effect.

13.

This Agreement shall become effective between the Parties hereto on the day after it is fully executed and shall continue in effect for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term thereafter unless and until such time as the governing body of a Party terminates its participation prior to the date of automatic renewal or as prescribed in Section 10 of this Agreement.

14.

This Agreement may be amended or modified by the mutual agreement of the Parties hereto, in writing, to be attached to and incorporated into this Agreement.

15.

The undersigned Member Local Entities agree and certify they have complied with one of the following provisions of this section based on if they are a Governmental Entity or Volunteer Fire Department:

1. The Parties claiming to be exempt from the Form 1295 requirement acknowledge that they are governmental entities and not business entities as those terms are defined in Tex. Gov't Code 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 are required.
2. The Volunteer Fire Department acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by law.

16.

This Agreement shall be executed by the duly authorized official(s) of the Party as expressed in the approving ordinance, resolution, rule or order of the governing body of such Party, a copy of which is attached hereto.

Executed this _____ day of _____, 20__.

Name of Local Entity

Name of Local Entity

Name

Name

Title

Title

Approved as to form:

Approved as to form:

Title

Title

Attest:

Attest:

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. G.7

From: Stacey Almond, City Manager

Item: Discuss and consider Resolution No. 2018-21, denying ONCOR's application for a Distribution Cost Recovery Factor to increase rates.

Summary:

On April 5, 2018, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an Application for Approval of a Distribution Cost Recover Factor ("DCRF") to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of \$19,002,177.

The proposed resolution authorizes the City to join with the Steering Committee of Cities Served by Oncor ("OCSC") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Fiscal Impact:

N/A

Attachments:

1. Resolution No. 2018-21

Recommended Motion or Action:

Move to approve Resolution No. 2018-21, denying ONCOR's application for a Distribution Cost Recovery Factor to increase rates.

RESOLUTION NO. 2018-21

A RESOLUTION OF THE CITY OF LAKE WORTH, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL OF A DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

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

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

WHEREAS, on or about April 5, 2018 Oncor filed with the City an Application for Approval of a Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 48231, seeking to increase electric distribution rates by approximately \$19,002,177; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, Cities are coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, Cities members and attorneys recommend that members deny the DCRF.

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

SECTION 1. That the City is authorized to participate with Cities in PUC Docket No. 48231.

SECTION 2. That subject to the right to terminate employment at any time, the City of hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

SECTION 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 4. That the Company shall continue to charge its existing rates to customers within the City.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. That a copy of this Resolution shall be sent to Stephen N. Ragland, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this 8th day of May, 2018.

CITY OF LAKE WORTH

By: _____
Walter Bowen, Mayor

ATTEST:

Monica Solko, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney

Mr. Brocato's Direct Line: (512) 322-5857
Email: tbrocato@lglawfirm.com

M E M O R A N D U M

TO: Steering Committee of Cities Served by Oncor ("OCSC")
FROM: Thomas Brocato
Geoffrey M. Gay
DATE: April 6, 2018
RE: Oncor – Distribution Cost Recovery Factor ("DCRF") filing

CONFIDENTIAL/ATTORNEY-CLIENT COMMUNICATION
CITY ACTION REQUIRED NO LATER THAN JUNE 4

On April 5, 2018, Oncor Electric Delivery Company LLC ("Oncor") filed an Application for Approval of a Distribution Cost Recovery Factor. In the filing, the Company is seeking an increase in distribution revenues of \$19,002,177.

OCSC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company's request. We are recommending that Cities deny the requested relief.

The Public Utility Commission of Texas's rules allow cities 60 days to act on this application. That deadline is June 4, 2018. **Accordingly, we request that each city schedule the draft resolution attached to this memorandum for consideration at their next council meeting.**

If you have any concerns or questions, please do not hesitate to contact me at (512) 322-5857. We appreciate your continued support.

Lake Worth City Council Meeting – May 8, 2018

Agenda Item No. G.8

From: Corry Blount, Chief of Police

Item: Discuss and consider Resolution No. 2018-19, amending the authorization and submission of a grant application for rifle-resistant body armor grant program to the Texas Governor's Criminal Justice Division.

Summary:

Please note: On October 10, 2017 the City Council approved Resolution No. 1032 authorizing the Chief of Police authority to apply for the above grant. Council is being asked to repeal the resolution and approve Resolution No. 2018-19 designating the City Manager as the grantee's authorized official to apply, accept, reject, alter or terminate the grant on behalf of the city.

Following 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 rifle-resistant body armor had deadly consequences for the officers involved. It became instantly apparent to many police administrators that patrol officers should be equipped with rifle resistant body armor as standard issue equipment moving forward.

This grant-provided body armor, coupled with supplemental Kevlar helmets in the future, will be deployed in the field with every patrol officer, every shift. In the event that Lake Worth police officers have the need for higher threat level protection, they will have the added advantage that could save their lives when facing a threat armed with a rifle. Lake Worth PD does not currently deploy any protection against rifle fire.

Grant funding will provide twenty rifle resistant vests to be issued to patrol personnel. These vests will be deployed daily on each patrol shift.

Fiscal Impact:

1. The requested one-time cost is \$12,000. This cost will be reimbursed by the State of Texas upon payment of the vendor's invoice by the City.

Attachments:

1. Resolution No. 2018-19

Recommended Motion or Action:

Move to approve Resolution No. 2018-19, amending the authorization and submission of a grant application for rifle-resistant body armor grant program to the Texas Governor's Criminal Justice Division.

RESOLUTION NO. 2018-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE WORTH AMENDING THE AUTHORIZATION AND SUBMISSION OF A GRANT APPLICATION FOR RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM TO THE TEXAS GOVERNOR'S CRIMINAL JUSTICE DIVISION.

WHEREAS, the City Council of Lake Worth, Texas finds it in the best interest of the citizens of Lake Worth, to provide funding for Rifle-Resistant Body Armor for FY 2017-2018; and

WHEREAS, the City Council agrees to provide applicable matching funds for the said project as required by the Criminal Justice Division grant application; and

WHEREAS, the City Council agrees in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full.

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

SECTION 1. That the City Council designates the Lake Worth City Manager, Stacey Almond, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

SECTION 2. That the City Council approves submission of the grant application for the Rifle-Resistant Body Armor to the Office of the Governor's Criminal Justice Division.

SECTION 3. That Resolution No. 1032 passed by City council on October 10, 2017 is hereby repealed.

PASSED AND APPROVED this the 8th day of May 2018.

CITY OF LAKE WORTH

By: _____
Walter Bowen, Mayor

ATTEST:

Monica Solko, City Secretary