

Memo

To: Lola Hazel, City Administrator - Dalworthington Gardens

From: Kylon M. Wilson, P.E.

cc: Gary Parker – DWG, Courtney Coates – Topo, Erik Dumas - Topo

Date: August 4, 2022

Re: CIP_2022 Update

Lola, below are the updated estimates for the CIP-2022 Plan. We haven't completed the estimates to replace all clay tile sewer pipe, but some of them are included with the street estimates. There are a few Asbestos Cement water lines that are included with the streets, but there are others in the ground that we need some information on that we haven't been able to ascertain from existing plans or additional City information/notes.

The current streets proposed for the 3-yr and 5-yr plan are shown below. Some include additional drainage improvements, but the breakouts are shown in detail on the estimates attached.

CIP Streets Plan:

1. Clover Lane (Roosevelt - Bowen):
Total Estimate = \$1,280,575
Current estimate is \$11,100 to clean out the existing box culvert and the ditch going north, then turning west. It appears that the drainage doesn't have the grade to turn and go south along the west line of 2807 Clover but continues west towards Roosevelt. Estimate includes replacing 6" AC water and 8" VC sewer lines.
2. Texas Dr (California - Cul-De-Sac):
Total Estimate = \$530,913
Estimate includes replacing 6" water and 6" VC sewer lines. Includes additional ditch grading (approximately 400') at south end of Texas to convey water south then west towards Roosevelt.

3. Broadacres Ln (Harder - Cul-De-Sac):
Total Estimate = \$1,052,510
Estimate includes replacing AC water and VC sewer lines. Also includes adding a pervious sidewalk along the west and southern edge to convey water from Harder and adjacent properties west to creek along north side of 2820 by adding underground storm drains.
4. Harder Dr (Roosevelt – Rushing Meadow Ct)
Total Estimate = \$790,355
Water and Sewer are assumed to be AC and VC respectively. Need to verify condition/material of water and sewer lines.
5. Roosevelt Dr (303 - Arkansas):
Total Estimate = \$797,450
Includes replacing 8” VC sewer line, but not existing 6” water line. Commercial area, but estimate includes asphalt pavement.

Items 1-5 represent the 3-YR Streets CIP Plan at an estimated cost of \$4,451,803.

6. Chase Court:
Total Estimate = \$372,192
Includes replacing 6” AC water lines and asphalt pavement with concrete curb and gutter.
7. Seville Court:
Total Estimate = \$381,948
Includes replacing 6” AC water lines and asphalt pavement with concrete curb and gutter.
8. Madrid Court (Arkansas - Cul-De-Sac):
Total Estimate = \$441,472
Includes replacing 6” AC water lines and asphalt pavement with concrete curb and gutter.
9. Roman Court:
Total Estimate = \$325,306
Includes replacing 6” AC water lines and asphalt pavement with concrete curb and gutter.
10. Ambassador Row (Chase – Roman, South Side)
Total Estimate = \$194,031
North side completed July 2022 with CDBG funds.
11. Elkins Dr (Park – 90-degree bend)
Total Estimate = \$575,450
Tarrant County bid for Roosevelt to Park of \$123,347, includes replacing 15” sewer line from PW building to the west and 6” water from Park to the west.
12. Sunset Ln (Park – Roosevelt):
Total Estimate = \$1,208,390
Includes replacing 12” VC sewer and 6” water line (water assumed to be AC in this area).

13. Indian Trail (3506 Indian Tr - Garden)
Total Estimate = \$405,992
Excludes replacing 6" PVC sewer but includes replacement of 6" water with 8" water – verify condition/material of water line.
14. Indian Trail (Sieber – 3501 Indian Tr)
Total Estimate = \$98,114
Includes replacement of 6" water with 8" water – verify condition/material of water line.
15. Idlecreek Dr (Sunset – Dead End North)
Total Estimate = \$152,390
Water line replaced previously, no sewer line in street according to records.
16. Sieber Dr (Sunset – Indian Trail)
Total Estimate = \$206,840
Water and Sewer are PVC and are therefore not included in the estimate. Pavement is in poor condition.
17. Sieber Dr (Indian Trail - Estates)
Total Estimate = \$254,272
Water and Sewer are PVC and are therefore not included in the estimate. Pavement is in poor condition.
18. Sunset Ln (Sieber – Park)
Total Estimate = \$266,448
Water and Sewer are PVC and are therefore not included in the estimate.

Items 6-18 represent the 5-YR Streets CIP Plan at an estimated cost of \$4,882,846.

The streets listed above are rated based on overall street condition and the condition of the drainage, water and sewer infrastructure adjacent to or within the street. The drainage and/or maintenance issues are either included in the street improvements or dealt with separately as discussed below:

- A. Broadacres Ln – Re-Grading of existing swale coming from the intersection of Harder and Broadacres to direct water away from 2800 and 2802 as much as possible, then adding porous sidewalk pavers along the south side of the street, ending at 2816 with an area inlet. At that point, we will connect a drainage pipe to go under the cul-de-sac and along the north side of 2820 and outfall into the creek.
- B. Roosevelt/California Intersection – City crews cleaned out culverts and graded the outfalls on the northwest corner of the intersection. Subsequent survey has been performed and additional grading is needed at the outfalls on the west side of Roosevelt (approximately 65') and from the culvert under California approximately 125' downstream to provide positive drainage. In addition, a few of the culverts still need cleaning out to maximize capacity and rock rip-rap will be required under the pedestrian bridge to protect the abutments.

- C. Clover Ln – Cleaning out the 2 - 5'x1.5' box culvert and regrading the ditch to the north and then westerly along the northern property lines towards Roosevelt to the approximate grade as originally designed is currently planned to be bid out. The City is in the process of gaining permission to obtain easements from the affected property owners and also discuss the proposal with Summit Midstream, since it is within their easement. Ditch grading and cleaning out driveway culverts (with some being replaced) will be included in the CIP improvement plans.
- D. Texas St – Re-grading the existing ditch and cleaning out the driveway culvert at the southeast corner of the cul-de-sac, then grading a ditch and continuing through a culvert, and then west towards Roosevelt is part of the street improvement plans. Overall grade is around 0.5%, a concrete pilot channel for low flows is needed, but not recommended in the open area. No drainage easements in place.
- E. Maintenance needs:
 - a. Ditch west of Bowen opposite of Catalina Dr westerly and then south along the east side of 2719 California - existing fence pickets blocking the ditch.
 - b. Harder Cul-De-Sac Flume – cleaning out existing flume and grading a ditch to outfall into the creek. No drainage easement in place, but a Letter of Permission was obtained to allow drainage onto the property to the west based on the original plan notes.
 - c. Clean-out ditch/flume behind homes on the north side of Sunny Meadows Ct.
 - d. Clean-out driveway culvert and grade small swale between 5 and 6 Country Place Cir. Swale will be flat (approx. 0.24%) so a 2' wide concrete pilot channel is needed.
 - e. Wooded Creek Cir – Grade of gutter/street in the area of the existing concrete repair on the south side is less than 0.4% - the reason why it holds water currently. Same thing for the north side. This cannot be fixed without adding slotted drains along the gutter and tying in the drains to the inlets approximately 450 feet to the east. Need to replace one 12' x 15.5' panel further to the east – rebar is too close to the surface. Residents hired an engineer, and a letter was sent to the City requesting the repairs/evaluation of existing issues.
- F. Corzine (Arkansas – Spur 303) – Drainage improvements are being funded by Tarrant County, which includes new pipe, inlets and adding curb and gutter to address erosion and drainage issues. The paving is in fair condition with a constant crack along the centerline – drainage is along both sides of the paving so it can be addressed without affecting the pavement for the most part.
- G. California (Bowen – Roosevelt) – Due to steep side slopes and erosion causing edge failures on the paving, a preliminary rough estimate for drainage improvements to cover the pipes and add intermittent area inlets was submitted to City staff for review. Current rough estimate is \$816,250.

There are several VCT (Vitrified Clay Tile) sewer lines that are not part of the 3-Yr or 5-Yr Street CIP Plan, as well as several AC (Asbestos Cement) water lines. Some of the sewer lines could not be verified because of sealed manholes and some assumptions were made on the water lines being AC because the sewer was VCT in that stretch. The locations of the sewer and water lines are listed below. Estimates for these lines will be prepared once the City determines the inclusion of streets in the 3-yr and 5-yr CIP Streets Plan. Pavement Repair is to be determined and existing 6" water and sewer lines will be replaced with 8" lines.

VCT Sewer:

- I. Ambassador Row (Seville Ct – Madrid Ct)
The sewer lines run behind the homes in alleyways.
Approximately 3,315 LF of 6" and 1,030 LF of 8" VCT and 11 SSMH
- II. Arkansas Ln – N. Side (Roosevelt - Corzine)
Appears to be 285 LF of 10" VCP in between 10" PVC lines – may be mis-labeled.
Manhole needs to be opened to verify.
- III. California (Roosevelt – Bowen)
Best option is to pipe burst the existing VCT lines (trenchless sewer line replacement), so we don't disturb the existing paving.
Approximately 1,410 LF of 6" VCT and 3 SSMH
- IV. Gardens Park (Elkins – California)
Approximately 375 LF of 15" and 545 LF of 12" VCT and 2 SSMH
- V. Michigan Ave (Arkansas – Spur 303)
There is a 15" VCT sewer line behind the lots on the east side of Michigan.
Approximately 1,200 LF of 15" and 115 LF of 10" VCT and 3 SSMH
- VI. Roosevelt (Arkansas - Sunset)
Best option is to pipe burst the existing VCT lines (trenchless sewer line replacement), so we don't disturb the existing paving.
Approximately 2,770 LF of 10" VCT and 6 SSMH from Arkansas to California
Approximately 1,305 LF of 6" VCT and 2 SSMH from California to Sunset
- VII. Roosevelt (Oak Trail Ct - Bowen)
Best option is to pipe burst the existing VCT lines (trenchless sewer line replacement), so we don't disturb the existing paving.
Approximately 980 LF of 10" VCT and 4 SSMH
Approximately 1,015 LF of 6" VCT and 3 SSMH
- VIII. Twin Lakes Ct North (Twin Springs - Cul-de-Sac)
Approximately 850 LF of 6" VCT and 3 SSMH
- IX. Twin Lakes Ct South (Twin Springs - Cul-de-Sac)
Best option is to pipe burst the existing VCT lines (trenchless sewer line replacement), so we don't disturb the existing paving.
Approximately 125 LF of 6" VCT and 1 SSMH

- X. Twin Springs (Twin Lakes Ct - Bowen)
Approximately 1,730 LF of 6" VCT (320 LF between Lots 4 and 5) and 5 SSMH

AC Water:

- XI. California (Park – Bowen)
Approximately 2,850 LF of 6" AC, 8 EA - Connections to Existing, 9 EA – 8" GV, 27 EA – Service Connections, and 4 EA – R&R Fire Hydrants
- XII. Park Dr (Elkins – Sunset Ln)
Approximately 2,175 LF of 6" AC, 5 EA - Connections to Existing, 5 EA – 8" GV, 11 EA – Service Connections, and 2 EA – R&R Fire Hydrants
- XIII. Roosevelt (Katherine Ct – Bowen)
Approximately 950 LF of 6" AC – **VERIFY AC**, 3 EA - Connections to Existing, 3 EA – 8" GV, 1 EA – Service Connections, 2 EA – R&R Fire Hydrants, and Bore 50 LF under Blossom Park Ct
- XIV. Sieber (Sunset – City Limits)
Approximately 895 LF of 6" AC, 1 EA - Connections to Existing, 2 EA – 8" GV, 7 EA – Service Connections, and 4 EA – R&R Fire Hydrants
- XV. Twin Lakes Ct North (Twin Springs - Cul-de-Sac)
Approximately 980 LF of 6" AC, 2 EA - Connections to Existing, 2 EA – 8" GV, 12 EA – Service Connections, and 1 EA – R&R Fire Hydrants
- XVI. Twin Lakes Ct South (Twin Springs - Cul-de-Sac)
Approximately 605 LF of 6" AC, 3 EA - Connections to Existing, 3 EA – 8" GV, 5 EA – Service Connections, and 2 EA – R&R Fire Hydrants
- XVII. Twin Springs (Twin Lakes Ct - Bowen)
Approximately 1,605 LF of 6" AC, 3 EA - Connections to Existing, 5 EA – 8" GV, 12 EA – Service Connections, and 2 EA – R&R Fire Hydrants

We will be happy to discuss this information in much further detail once the City has had time to do an initial review, to discuss comments and questions.



Project Name: City of Dalworthington Gardens
Prepared By: Kylon Wilson, PE
Street Name: Ambassador Row (South Side)
From: Chase Ct
To: Roman Ct

Topographic No.:
Date: 8/4/2022
TX Reg. Engineering Firm: #18409

Item No.	Est. Quant.	Unit	Description	Unit Price	Total
Paving					
1	1	LS	Mobilization	\$10,000.00	\$10,000.00
2	1	LS	Site Prep	\$15,000.00	\$15,000.00
3	141	CY	Unclassified Street Excavation	\$20.00	\$2,827.00
4	1,524	SY	6" Lime Stabilization (42lb/SY)	\$10.00	\$15,241.00
5	1,491	SY	6" Reinforced Concrete Pavement w/ 6" Curb	\$64.00	\$95,453.00
6	570	LF	Concrete Curb & Gutter	\$26.50	\$15,105.00
7	255	SY	Top Soil (3")	\$2.00	\$510.00
8	255	SY	Sodding	\$5.00	\$1,275.00
Sub-Total (Paving)					\$155,411.00
Drainage					
9	0	CY	Unclassified Channel Excavation	\$15.00	\$0.00
10	0	LF	Replace existing driveway culvert	\$110.00	\$0.00
11	0	SY	Replace Driveway (Asphalt)	\$49.00	\$0.00
12	0	LF	Ditch Grading	\$9.00	\$0.00
Sub-Total (Drainage)					\$0.00
Water					
13	0	LF	Remove Existing Water Line (AC)	\$20.00	\$0.00
14	0	LF	8" PVC Water Line	\$55.00	\$0.00
15	0	EA	Remove/Replace Fire Hydrant Assembly	\$11,650.00	\$0.00
16	0	EA	8" Gate Valve	\$2,963.00	\$0.00
17	0	EA	Reconnect Existing Water Service	\$1,900.00	\$0.00
18	0	EA	Water Meter Box	\$250.00	\$0.00
19	0	EA	Connect to Existing Water Main	\$2,500.00	\$0.00
Sub-Total (Water)					\$0.00
Sewer					
20	0	EA	Remove existing MH	\$1,800.00	\$0.00
21	0	LF	Remove Existing Sewer Line	\$0.00	\$0.00
22	0	LF	Install 8" PVC Sewer Line	\$65.00	\$0.00
23	0	EA	Install New 4' MH	\$5,900.00	\$0.00
24	0	EA	4" Sewer Service	\$2,445.00	\$0.00
25	0	EA	Connect to Existing SS	\$3,410.00	\$0.00
26	0	LF	Trench Safety	\$2.50	\$0.00
Sub-Total (Sewer)					\$0.00

Notes:

Sub-Total	\$155,411.00
Contingency (10%)	\$15,541.00
Design Services (13.5%)	\$23,079.00
TOTAL	\$194,031.00

The quantities and prices shown hereon are an indication of the Engineer's opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.



Project Name: City of Dalworthington Gardens
Prepared By: Kylon Wilson, PE
Street Name Broadacres Ln
From: Harder Dr
To: Cul-De-Sac

Topographic No.:
Date: 8/4/2022
TX Reg. Engineering Firm: #18409

Item No.	Est. Quant.	Unit	Description	Unit Price	Total
Paving					
1	1	LS	Mobilization	\$10,000.00	\$10,000.00
2	1	LS	Site Prep	\$20,000.00	\$20,000.00
3	1,210	CY	Unclassified Street Excavation	\$20.00	\$24,200.00
4	3,630	SY	6" Lime Stabilization (42lb/SY)	\$10.00	\$36,300.00
5	3,329	SY	6" HMAC (2" TY-D/4" TY-B)	\$49.00	\$163,097.00
6	0	LF	Concrete Curb & Gutter	\$26.50	\$0.00
7	4,426	SY	Top Soil (3")	\$2.00	\$8,853.00
8	4,426	SY	Sodding	\$5.00	\$22,132.00
Sub-Total (Paving)					\$284,582.00
Drainage					
9	1	LS	Unclassified Channel Excavation	\$5,000.00	\$5,000.00
10	1	LS	Drainage Improvements/Sidewalk	\$150,000.00	\$150,000.00
11	1	EA	Headwall	\$5,000.00	\$5,000.00
12	270	LF	Install 24" RCP	\$125.00	\$33,750.00
13	1	EA	Area Inlet	\$7,500.00	\$7,500.00
14	2,974	LF	Ditch Grading	\$9.00	\$26,764.00
15	800	SF	Pavement Repair	\$25.00	\$20,000.00
Sub-Total (Drainage)					\$248,014.00
Water					
16	1687	LF	Remove Existing Water Line (AC)	\$20.00	\$33,740.00
17	1687	LF	8" PVC Water Line	\$55.00	\$92,785.00
18	2	EA	Remove/Replace Fire Hydrant Assembly	\$11,650.00	\$23,300.00
19	3	EA	8" Gate Valve	\$2,963.00	\$8,889.00
20	17	EA	Reconnect Existing Water Service	\$1,900.00	\$32,300.00
21	17	EA	Water Meter Box	\$250.00	\$4,250.00
22	2	EA	Connect to Existing Water Main	\$2,500.00	\$5,000.00
Sub-Total (Water)					\$200,264.00
Sewer					
23	2	EA	Remove existing MH	\$1,800.00	\$3,600.00
24	810	LF	Remove Existing Sewer Line	\$0.00	\$0.00
25	810	LF	Install 8" PVC Sewer Line	\$65.00	\$52,650.00
26	2	EA	Install New 4' MH	\$5,900.00	\$11,800.00
27	15	EA	4" Sewer Service	\$2,445.00	\$36,675.00
28	1	EA	Connect to Existing SS	\$3,410.00	\$3,410.00
29	810	LF	Trench Safety	\$2.50	\$2,025.00
Sub-Total (Sewer)					\$110,160.00
Notes:					
Sub-Total					\$843,020.00
Contingency (10%)					\$84,302.00
Design Services (13.5%)					\$125,188.00
TOTAL					\$1,052,510.00

The quantities and prices shown hereon are an indication of the Engineer's opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.



Project Name: City of Dalworthington Gardens
Prepared By: Kylon Wilson, PE
Street Name Chase Ct
From: Cul-De-Sac
To: Cul-De-Sac

Topographic No.:
Date: 8/4/2022
TX Reg. Engineering Firm: #18409

Item No.	Est. Quant.	Unit	Description	Unit Price	Total
Paving					
1	1	LS	Mobilization	\$10,000.00	\$10,000.00
2	1	LS	Site Prep	\$15,000.00	\$15,000.00
3	773	CY	Unclassified Street Excavation	\$20.00	\$15,454.00
4	2,318	SY	6" Lime Stabilization (42lb/SY)	\$10.00	\$23,181.00
5	2,182	SY	6" HMAC (2" TY-D/4" TY-B)	\$49.00	\$106,929.00
6	1,090	LF	Concrete Curb & Gutter	\$26.50	\$28,885.00
7	485	SY	Top Soil (3")	\$2.00	\$970.00
8	485	SY	Sodding	\$5.00	\$2,425.00
Sub-Total (Paving)					\$202,844.00
Drainage					
9	0	CY	Unclassified Channel Excavation	\$15.00	\$0.00
10	0	LF	Replace existing driveway culvert	\$110.00	\$0.00
11	0	SY	Replace Driveway (Asphalt)	\$49.00	\$0.00
12	0	LF	Ditch Grading	\$9.00	\$0.00
Sub-Total (Drainage)					\$0.00
Water					
13	570	LF	Remove Existing Water Line (AC)	\$20.00	\$11,400.00
14	570	LF	8" PVC Water Line	\$55.00	\$31,350.00
15	0	EA	Remove/Replace Fire Hydrant Assembly	\$11,650.00	\$0.00
16	4	EA	8" Gate Valve	\$2,963.00	\$11,852.00
17	21	EA	Reconnect Existing Water Service	\$1,900.00	\$39,900.00
18	21	EA	Water Meter Box	\$250.00	\$5,250.00
19	2	EA	Connect to Existing Water Main	\$2,500.00	\$5,000.00
Sub-Total (Water)					\$104,752.00
Sewer					
20	0	EA	Remove existing MH	\$1,800.00	\$0.00
21	0	LF	Remove Existing Sewer Line	\$0.00	\$0.00
22	0	LF	Install 8" PVC Sewer Line	\$65.00	\$0.00
23	0	EA	Install New 4' MH	\$5,900.00	\$0.00
24	0	EA	4" Sewer Service	\$2,445.00	\$0.00
25	0	EA	Connect to Existing SS	\$3,410.00	\$0.00
26	0	LF	Trench Safety	\$2.50	\$0.00
Sub-Total (Sewer)					\$0.00
Notes:				Sub-Total	\$307,596.00
				Contingency (10%)	\$30,759.60
				Design Services (13.5%)	\$33,836.00
				TOTAL	\$372,191.60

The quantities and prices shown hereon are an indication of the Engineer's opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.



Project Name: City of Dalworthington Gardens
Prepared By: Kylon Wilson, PE
Street Name: Clover Ln
From: Roosevelt Dr
To: S. Bowen Rd

Topographic No.:
Date: 8/4/2022
TX Reg. Engineering Firm: #18409

Item No.	Est. Quant.	Unit	Description	Unit Price	Total
Paving					
1	1	LS	Mobilization	\$10,000.00	\$10,000.00
2	1	LS	Site Prep	\$15,000.00	\$15,000.00
3	2,047	CY	Unclassified Street Excavation	\$20.00	\$40,931.00
4	6,140	SY	6" Lime Stabilization (42lb/SY)	\$10.00	\$61,396.00
5	5,716	SY	6" HMAc (2" TY-D/4" TY-B)	\$49.00	\$280,095.00
6	0	LF	Concrete Curb & Gutter	\$26.50	\$0.00
7	7,198	SY	Top Soil (3")	\$2.00	\$14,396.00
8	7,198	SY	Sodding	\$5.00	\$35,991.00
Sub-Total (Paving)					\$457,809.00
Drainage					
9	630	CY	Unclassified Channel Excavation	\$15.00	\$9,450.00
10	230	LF	Replace existing driveway culvert	\$110.00	\$25,300.00
11	134	SY	Replace Driveway (Asphalt)	\$49.00	\$6,566.00
12	3,811	LF	Ditch Grading	\$9.00	\$34,297.00
Sub-Total (Drainage)					\$75,613.00
Water					
13	1920	LF	Remove Existing Water Line (AC)	\$20.00	\$38,400.00
14	1920	LF	8" PVC Water Line	\$55.00	\$105,600.00
15	3	EA	Remove/Replace Fire Hydrant Assembly	\$11,650.00	\$34,950.00
16	3	EA	8" Gate Valve	\$2,963.00	\$8,889.00
17	23	EA	Reconnect Existing Water Service	\$1,900.00	\$43,700.00
18	23	EA	Water Meter Box	\$250.00	\$5,750.00
19	2	EA	Connect to Existing Water Main	\$2,500.00	\$5,000.00
Sub-Total (Water)					\$242,289.00
Sewer					
20	3	EA	Remove existing MH	\$1,800.00	\$5,400.00
21	2860	LF	Install 8" PVC Sewer Line	\$65.00	\$185,900.00
22	3	EA	Install New 4' MH	\$5,900.00	\$17,700.00
23	23	EA	4" Sewer Service	\$2,445.00	\$56,235.00
24	3	EA	Connect to Existing SS	\$3,410.00	\$10,230.00
25	2860	LF	Trench Safety	\$2.50	\$7,150.00
Sub-Total (Sewer)					\$282,615.00
Notes:				Sub-Total	\$1,058,326.00
				Contingency (10%)	\$105,832.60
				Design Services (13.5%)	\$116,416.00
				TOTAL	\$1,280,574.60

The quantities and prices shown hereon are an indication of the Engineer's opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.



Project Name: City of Dalworthington Gardens
Prepared By: Kylon Wilson, PE
Street Name: Elkins Dr
From: Park Drive
To: 90 Degree Bend/Knuckle

Topographic No.:
Date: 8/4/2022
TX Reg. Engineering Firm: #18409

Item No.	Est. Quant.	Unit	Description	Unit Price	Total
Paving					
1	1	LS	Mobilization	\$10,000.00	\$10,000.00
2	802	CY	Unclassified Street Excavation	\$20.00	\$16,046.00
3	2,407	SY	6" Lime Stabilization (42lb/SY)	\$10.00	\$24,068.00
4	2,245	SY	6" HMAc (2" TY-D/4" TY-B)	\$49.00	\$109,982.00
5	0	LF	Concrete Curb & Gutter	\$26.50	\$0.00
6	0	SY	Top Soil (3")	\$2.00	\$0.00
7	0	SY	Sodding	\$5.00	\$0.00
Sub-Total (Paving)					\$160,096.00
Drainage					
8	0	CY	Unclassified Channel Excavation	\$15.00	\$0.00
9	0	LF	Replace existing driveway culvert	\$110.00	\$0.00
10	0	SY	Replace Driveway (Asphalt)	\$49.00	\$0.00
11	1,474	LF	Ditch Grading	\$9.00	\$13,267.00
Sub-Total (Drainage)					\$13,267.00
Water					
12	810	LF	Remove Existing Water Line (AC)	\$20.00	\$16,200.00
13	810	LF	8" PVC Water Line	\$55.00	\$44,550.00
14	3	EA	Remove/Replace Fire Hydrant Assembly	\$11,650.00	\$34,950.00
15	0	EA	8" Gate Valve	\$2,963.00	\$0.00
16	6	EA	Reconnect Existing Water Service	\$1,900.00	\$11,400.00
17	6	EA	Water Meter Box	\$250.00	\$1,500.00
18	2	EA	Connect to Existing Water Main	\$2,500.00	\$5,000.00
Sub-Total (Water)					\$113,600.00
Sewer					
19	5	EA	Remove existing MH	\$1,800.00	\$9,000.00
20	1045	LF	Install 15" PVC Sewer Line	\$90.00	\$94,050.00
21	355	LF	Install 8" PVC Sewer Line	\$65.00	\$23,075.00
21	5	EA	Install new 5' MH	\$7,500.00	\$37,500.00
23	6	EA	4" Sewer Service	\$2,445.00	\$14,670.00
24	2	EA	Connect to Existing SS	\$3,410.00	\$6,820.00
25	1400	LF	Trench Safety	\$2.50	\$3,500.00
Sub-Total (Sewer)					\$188,615.00
Notes:				Sub-Total	\$475,578.00
				Contingency (10%)	\$47,557.80
				Design Services (13.5%)	\$52,314.00
				TOTAL	\$575,449.80

The quantities and prices shown hereon are an indication of the Engineer's opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.



Project Name: City of Dalworthington Gardens
Prepared By: Kylon Wilson, PE
Street Name: Harder Dr
From: Roosevelt Dr
To: Rushing Meadow Ct

Topographic No.:
Date: 8/4/2022
TX Reg. Engineering Firm: #18409

Item No.	Est. Quant.	Unit	Description	Unit Price	Total
Paving					
1	1	LS	Mobilization	\$10,000.00	\$10,000.00
2	1,199	CY	Unclassified Street Excavation	\$20.00	\$23,973.00
3	3,596	SY	6" Lime Stabilization (42lb/SY)	\$10.00	\$35,959.00
4	3,269	SY	6" HMAc (2" TY-D/4" TY-B)	\$49.00	\$160,180.00
5	244	LF	Concrete Curb & Gutter	\$26.50	\$6,457.00
6	4,903	SY	Top Soil (3")	\$2.00	\$9,807.00
7	4,903	SY	Sodding	\$5.00	\$24,517.00
Sub-Total (Paving)					\$270,893.00
Drainage					
8	0	CY	Unclassified Channel Excavation	\$15.00	\$0.00
9	0	LF	Replace existing driveway culvert	\$110.00	\$0.00
10	50	SY	Replace Driveway (Asphalt)	\$49.00	\$2,450.00
11	2,942	LF	Ditch Grading	\$9.00	\$26,479.00
Sub-Total (Drainage)					\$28,929.00
Water					
12	1355	LF	Remove Existing Water Line (AC)	\$20.00	\$27,100.00
13	1355	LF	8" PVC Water Line	\$55.00	\$74,525.00
14	1	EA	Remove/Replace Fire Hydrant Assembly	\$11,650.00	\$11,650.00
15	3	EA	8" Gate Valve	\$2,963.00	\$8,889.00
16	20	EA	Reconnect Existing Water Service	\$1,900.00	\$38,000.00
17	20	EA	Water Meter Box	\$250.00	\$5,000.00
18	3	EA	Connect to Existing Water Main	\$2,500.00	\$7,500.00
Sub-Total (Water)					\$172,664.00
Sewer					
19	2	EA	Remove existing MH	\$1,800.00	\$3,600.00
20	1325	LF	Remove Existing Sewer Line	\$0.00	\$0.00
21	1325	LF	Install 8" PVC Sewer Line	\$65.00	\$86,125.00
22	2	EA	Install New 4' MH	\$5,900.00	\$11,800.00
23	20	EA	4" Sewer Service	\$2,445.00	\$48,900.00
24	2	EA	Connect to Existing SS	\$3,410.00	\$6,820.00
25	1325	LF	Trench Safety	\$2.50	\$3,313.00
Sub-Total (Sewer)					\$160,558.00
Notes:					
Sub-Total					\$633,044.00
Contingency (10%)					\$63,304.00
Design Services (13.5%)					\$94,007.00
TOTAL					\$790,355.00

The quantities and prices shown hereon are an indication of the Engineer's opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.



Project Name: City of Dalworthington Gardens
Prepared By: Kylon Wilson, PE
Street Name: Idlecreek Dr
From: Sunset Ln
To: End

Topographic No.:
Date: 8/4/2022
TX Reg. Engineering Firm: #18409

Item No.	Est. Quant.	Unit	Description	Unit Price	Total
Paving					
1	1	LS	Mobilization	\$10,000.00	\$10,000.00
2	1	LS	Site Prep	\$15,000.00	\$15,000.00
3	419	CY	Unclassified Street Excavation	\$20.00	\$8,384.00
4	1,258	SY	6" Lime Stabilization (42lb/SY)	\$10.00	\$12,576.00
5	1,132	SY	6" HMAc (2" TY-D/4" TY-B)	\$49.00	\$55,461.00
6	0	LF	Concrete Curb & Gutter	\$26.50	\$0.00
7	503	SY	Top Soil (3")	\$2.00	\$1,006.00
8	503	SY	Sodding	\$5.00	\$2,515.00
Sub-Total (Paving)					\$104,942.00
Drainage					
9	0	CY	Unclassified Channel Excavation	\$15.00	\$0.00
10	50	LF	Replace existing driveway culvert	\$110.00	\$5,500.00
11	29	SY	Replace Driveway (Asphalt)	\$49.00	\$1,429.00
12	1,132	LF	Ditch Grading	\$9.00	\$10,187.00
Sub-Total (Drainage)					\$17,116.00
Water					
13	0	LF	Remove Existing Water Line (AC)	\$20.00	\$0.00
14	0	LF	8" PVC Water Line	\$55.00	\$0.00
15	0	EA	Remove/Replace Fire Hydrant Assembly	\$11,650.00	\$0.00
16	0	EA	8" Gate Valve	\$2,963.00	\$0.00
17	0	EA	Reconnect Existing Water Service	\$1,900.00	\$0.00
18	0	EA	Water Meter Box	\$250.00	\$0.00
19	0	EA	Connect to Existing Water Main	\$2,500.00	\$0.00
Sub-Total (Water)					\$0.00
Sewer					
20	0	EA	Remove existing MH	\$1,800.00	\$0.00
21	0	LF	Install 8" PVC Sewer Line	\$65.00	\$0.00
22	0	EA	Install New 4' MH	\$5,900.00	\$0.00
23	0	EA	4" Sewer Service	\$2,445.00	\$0.00
24	0	EA	Connect to Existing SS	\$3,410.00	\$0.00
25	0	LF	Trench Safety	\$2.50	\$0.00
Sub-Total (Sewer)					\$0.00
Notes:				Sub-Total	\$122,058.00
				Contingency (10%)	\$12,205.80
				Design Services (13.5%)	\$18,126.00
				TOTAL	\$152,389.80

The quantities and prices shown hereon are an indication of the Engineer's opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.



Project Name: City of Dalworthington Gardens
Prepared By: Kylon Wilson, PE
Street Name: Indian Trail
From: Sieber Dr
To: 3501 Indian Trail

Topographic No.:
Date: 8/4/2022
TX Reg. Engineering Firm: #18409

Item No.	Est. Quant.	Unit	Description	Unit Price	Total
Paving					
1	1	LS	Mobilization	\$10,000.00	\$10,000.00
2	165	SY	6" Lime Stabilization (42lb/SY)	\$10.00	\$1,647.00
3	165	SY	6" HMAc (2" TY-D/4" TY-B)	\$49.00	\$8,072.00
4	0	LF	Concrete Curb & Gutter	\$26.50	\$0.00
5	860	SY	Top Soil (3")	\$2.00	\$1,719.00
6	860	SY	Sodding	\$5.00	\$4,298.00
Sub-Total (Paving)					\$25,736.00
Drainage					
7	0	CY	Unclassified Channel Excavation	\$15.00	\$0.00
8	0	LF	Replace existing driveway culvert	\$110.00	\$0.00
9	0	SY	Replace Driveway (Asphalt)	\$49.00	\$0.00
10	371	LF	Ditch Grading	\$9.00	\$3,336.00
Sub-Total (Drainage)					\$3,336.00
Water					
11	530	LF	Remove Existing Water Line (AC)	\$20.00	\$10,600.00
12	530	LF	8" PVC Water Line	\$55.00	\$29,150.00
13	0	EA	Remove/Replace Fire Hydrant Assembly	\$11,650.00	\$0.00
14	1	EA	8" Gate Valve	\$2,963.00	\$2,963.00
15	2	EA	Reconnect Existing Water Service	\$1,900.00	\$3,800.00
16	2	EA	Water Meter Box	\$250.00	\$500.00
17	1	EA	Connect to Existing Water Main	\$2,500.00	\$2,500.00
Sub-Total (Water)					\$49,513.00
Sewer					
18	0	EA	Remove existing MH	\$1,800.00	\$0.00
19	0	LF	Install 8" PVC Sewer Line	\$65.00	\$0.00
20	0	EA	Install New 4' MH	\$5,900.00	\$0.00
21	0	EA	4" Sewer Service	\$2,445.00	\$0.00
22	0	EA	Connect to Existing SS	\$3,410.00	\$0.00
23	0	LF	Trench Safety	\$2.50	\$0.00
Sub-Total (Sewer)					\$0.00
Notes:				Sub-Total	\$78,585.00
				Contingency (10%)	\$7,858.50
				Design Services (13.5%)	\$11,670.00
				TOTAL	\$98,113.50

The quantities and prices shown hereon are an indication of the Engineer's opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.



Project Name: City of Dalworthington Gardens
Prepared By: Kylon Wilson, PE
Street Name: Indian Trail
From: 3506 Indian Trail
To: Garden Ln

Topographic No.:
Date: 8/4/2022
TX Reg. Engineering Firm: #18409

Item No.	Est. Quant.	Unit	Description	Unit Price	Total
Paving					
1	1	LS	Mobilization	\$10,000.00	\$10,000.00
2	931	CY	Unclassified Street Excavation	\$20.00	\$18,611.00
3	2,792	SY	6" Lime Stabilization (42lb/SY)	\$10.00	\$27,916.00
4	2,559	SY	6" HMA (2" TY-D/4" TY-B)	\$49.00	\$125,390.00
5	0	LF	Concrete Curb & Gutter	\$26.50	\$0.00
6	3,793	SY	Top Soil (3")	\$2.00	\$7,586.00
7	3,793	SY	Sodding	\$5.00	\$18,966.00
Sub-Total (Paving)					\$208,469.00
Drainage					
8	0	CY	Unclassified Channel Excavation	\$15.00	\$0.00
9	0	LF	Replace existing driveway culvert	\$110.00	\$0.00
10	0	SY	Replace Driveway (Asphalt)	\$49.00	\$0.00
11	2,094	LF	Ditch Grading	\$9.00	\$18,843.00
Sub-Total (Drainage)					\$18,843.00
Water					
12	1068	LF	Remove Existing Water Line (AC)	\$20.00	\$21,360.00
13	1068	LF	8" PVC Water Line	\$55.00	\$58,740.00
14	0	EA	Remove/Replace Fire Hydrant Assembly	\$11,650.00	\$0.00
15	2	EA	8" Gate Valve	\$2,963.00	\$5,926.00
16	6	EA	Reconnect Existing Water Service	\$1,900.00	\$11,400.00
17	6	EA	Water Meter Box	\$250.00	\$1,500.00
18	1	EA	Connect to Existing Water Main	\$2,500.00	\$2,500.00
Sub-Total (Water)					\$101,426.00
Sewer					
19	0	EA	Remove existing MH	\$1,800.00	\$0.00
20	0	LF	Install 8" PVC Sewer Line	\$65.00	\$0.00
21	0	EA	Install New 4' MH	\$5,900.00	\$0.00
22	0	EA	4" Sewer Service	\$2,445.00	\$0.00
23	0	EA	Connect to Existing SS	\$3,410.00	\$0.00
24	0	LF	Trench Safety	\$2.50	\$0.00
Sub-Total (Sewer)					\$0.00
Sub-Total					\$328,738.00
Contingency (10%)					\$32,873.80
Design Services (13.5%)					\$44,380.00
TOTAL					\$405,991.80

Notes:

The quantities and prices shown hereon are an indication of the Engineer's opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.



Project Name: City of Dalworthington Gardens
Prepared By: Kylon Wilson, PE
Street Name: Madrid Ct
From: W. Arkansas Ln
To: Cul-De-Sac

Topographic No.:
Date: 8/4/2022
TX Reg. Engineering Firm: #18409

Item No.	Est. Quant.	Unit	Description	Unit Price	Total
Paving					
1	1	LS	Mobilization	\$10,000.00	\$10,000.00
2	1	LS	Site Prep	\$15,000.00	\$15,000.00
3	820	CY	Unclassified Street Excavation	\$20.00	\$16,398.00
4	2,460	SY	6" Lime Stabilization (42lb/SY)	\$10.00	\$24,597.00
5	2,311	SY	6" HMA (2" TY-D/4" TY-B)	\$49.00	\$113,255.00
6	1,145	LF	Concrete Curb & Gutter	\$26.50	\$30,336.00
7	545	SY	Top Soil (3")	\$2.00	\$1,090.00
8	545	SY	Sodding	\$5.00	\$2,725.00
Sub-Total (Paving)					\$213,401.00
Drainage					
9	0	CY	Unclassified Channel Excavation	\$15.00	\$0.00
10	0	LF	Replace existing driveway culvert	\$110.00	\$0.00
11	0	SY	Replace Driveway (Asphalt)	\$49.00	\$0.00
12	0	LF	Ditch Grading	\$9.00	\$0.00
Sub-Total (Drainage)					\$0.00
Water					
13	625	LF	Remove Existing Water Line (AC)	\$20.00	\$12,500.00
14	625	LF	8" PVC Water Line	\$55.00	\$34,375.00
15	0	EA	Remove/Replace Fire Hydrant Assembly	\$11,650.00	\$0.00
16	2	EA	8" Gate Valve	\$2,963.00	\$5,926.00
17	36	EA	Reconnect Existing Water Service	\$1,900.00	\$68,400.00
18	36	EA	Water Meter Box	\$250.00	\$9,000.00
19	4	EA	Connect to Existing Water Main	\$2,500.00	\$10,000.00
Sub-Total (Water)					\$140,201.00
Sewer					
20	0	EA	Remove existing MH	\$1,800.00	\$0.00
21	0	LF	Install 8" PVC Sewer Line	\$65.00	\$0.00
22	0	EA	Install New 4' MH	\$5,900.00	\$0.00
23	0	EA	4" Sewer Service	\$2,445.00	\$0.00
24	0	EA	Connect to Existing SS	\$3,410.00	\$0.00
25	0	LF	Trench Safety	\$2.50	\$0.00
Sub-Total (Sewer)					\$0.00
Notes:				Sub-Total	\$353,602.00
				Contingency (10%)	\$35,360.20
				Design Services (13.5%)	\$52,510.00
				TOTAL	\$441,472.20

The quantities and prices shown hereon are an indication of the Engineer's opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.



Project Name: City of Dalworthington Gardens
Prepared By: Kylon Wilson, PE
Street Name Roman Ct
From: Cul-De-Sac
To: Cul-De-Sac

Topographic No.:
Date: 8/4/2022
TX Reg. Engineering Firm: #18409

Item No.	Est. Quant.	Unit	Description	Unit Price	Total
Paving					
1	1	LS	Mobilization	\$10,000.00	\$10,000.00
2	1	LS	Site Prep	\$15,000.00	\$15,000.00
3	568	CY	Unclassified Street Excavation	\$20.00	\$11,353.00
4	1,703	SY	6" Lime Stabilization (42lb/SY)	\$10.00	\$17,030.00
5	1,614	SY	6" HMAc (2" TY-D/4" TY-B)	\$49.00	\$79,108.00
6	1,060	LF	Concrete Curb & Gutter	\$26.50	\$28,093.00
7	471	SY	Top Soil (3")	\$2.00	\$942.00
8	471	SY	Sodding	\$5.00	\$2,355.00
Sub-Total (Paving)					\$163,881.00
Drainage					
9	0	CY	Unclassified Channel Excavation	\$15.00	\$0.00
10	0	LF	Replace existing driveway culvert	\$110.00	\$0.00
11	0	SY	Replace Driveway (Asphalt)	\$49.00	\$0.00
12		LF	Ditch Grading	\$9.00	\$0.00
Sub-Total (Drainage)					\$0.00
Water					
13	570	LF	Remove Existing Water Line (AC)	\$20.00	\$11,400.00
14	570	LF	8" PVC Water Line	\$55.00	\$31,350.00
15	0	EA	Remove/Replace Fire Hydrant Assembly	\$11,650.00	\$0.00
16	2	EA	8" Gate Valve	\$2,963.00	\$5,926.00
17	20	EA	Reconnect Existing Water Service	\$1,900.00	\$38,000.00
18	20	EA	Water Meter Box	\$250.00	\$5,000.00
19	2	EA	Connect to Existing Water Main	\$2,500.00	\$5,000.00
Sub-Total (Water)					\$96,676.00
Sewer					
20	0	EA	Remove existing MH	\$1,800.00	\$0.00
21	0	LF	Install 8" PVC Sewer Line	\$65.00	\$0.00
22	0	EA	Install New 4' MH	\$5,900.00	\$0.00
23	0	EA	4" Sewer Service	\$2,445.00	\$0.00
24	0	EA	Connect to Existing SS	\$3,410.00	\$0.00
25	0	LF	Trench Safety	\$2.50	\$0.00
Sub-Total (Sewer)					\$0.00
Notes:				Sub-Total	\$260,557.00
				Contingency (10%)	\$26,056.00
				Design Services (13.5%)	\$38,693.00
				TOTAL	\$325,306.00

The quantities and prices shown hereon are an indication of the Engineer's opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.



Project Name: City of Dalworthington Gardens
Prepared By: Kylon Wilson, PE
Street Name Roosevelt Dr
From: Spur 303
To: W. Arkansas Ln

Topographic No.:
Date: 8/4/2022
TX Reg. Engineering Firm: #18409

Item No.	Est. Quant.	Unit	Description	Unit Price	Total
Paving					
1	1	LS	Mobilization	\$10,000.00	\$10,000.00
2	1	LS	Site Prep	\$15,000.00	\$15,000.00
3	1,647	CY	Unclassified Street Excavation	\$20.00	\$32,935.00
4	4,940	SY	6" Lime Stabilization (42lb/SY)	\$10.00	\$49,402.00
5	4,687	SY	6" HMA (2" TY-D/4" TY-B)	\$49.00	\$229,657.00
6	2,280	LF	Concrete Curb & Gutter	\$26.50	\$60,423.00
7	331	SY	Top Soil (3")	\$2.00	\$662.00
8	331	SY	Sodding	\$5.00	\$1,655.00
Sub-Total (Paving)					\$399,734.00
Drainage					
9	0	CY	Unclassified Channel Excavation	\$15.00	\$0.00
10	0	LF	Replace existing driveway culvert	\$110.00	\$0.00
11	0	SY	Replace Driveway (Asphalt)	\$49.00	\$0.00
12	0	LF	Ditch Grading	\$9.00	\$0.00
Sub-Total (Drainage)					\$0.00
Water					
13	970	LF	Remove Existing Water Line (AC)	\$20.00	\$19,400.00
14	970	LF	8" PVC Water Line	\$55.00	\$53,350.00
15	2	EA	Remove/Replace Fire Hydrant Assembly	\$11,650.00	\$23,300.00
16	3	EA	8" Gate Valve	\$2,963.00	\$8,889.00
17	11	EA	Reconnect Existing Water Service	\$1,900.00	\$20,900.00
18	11	EA	Water Meter Box	\$250.00	\$2,750.00
19	3	EA	Connect to Existing Water Main	\$2,500.00	\$7,500.00
Sub-Total (Water)					\$136,089.00
Sewer					
20	0	EA	Remove existing MH	\$1,800.00	\$0.00
21	1025	LF	Install 8" PVC Sewer Line	\$65.00	\$66,625.00
22	0	EA	Install New 4' MH	\$5,900.00	\$0.00
23	11	EA	4" Sewer Service	\$2,445.00	\$26,895.00
24	2	EA	Connect to Existing SS	\$3,410.00	\$6,820.00
25	1025	LF	Trench Safety	\$2.50	\$2,563.00
Sub-Total (Sewer)					\$102,903.00
Notes:					Sub-Total \$638,726.00 Contingency (10%) \$63,873.00 Design Services (13.5%) \$94,851.00 TOTAL \$797,450.00

The quantities and prices shown hereon are an indication of the Engineer's opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.



Project Name: City of Dalworthington Gardens
Prepared By: Kylon Wilson, PE
Street Name Seville Ct
From: Cul-De-Sac
To: Cul-De-Sac

Topographic No.:
Date: 8/4/2022
TX Reg. Engineering Firm: #18409

Item No.	Est. Quant.	Unit	Description	Unit Price	Total
Paving					
1	1	LS	Mobilization	\$10,000.00	\$10,000.00
2	1	LS	Site Prep	\$15,000.00	\$15,000.00
3	614	CY	Unclassified Street Excavation	\$20.00	\$12,281.00
4	1,885	SY	6" Lime Stabilization (42lb/SY)	\$10.00	\$18,846.00
5	1,782	SY	6" HMAC (2" TY-D/4" TY-B)	\$49.00	\$87,325.00
6	1,401	LF	Concrete Curb & Gutter	\$26.50	\$37,119.00
7	1,165	LF	Exposed Aggregate Sidewalk	\$11.00	\$12,815.00
7	0	SY	Top Soil (3")	\$2.00	\$0.00
9	0	SY	Sodding	\$5.00	\$0.00
Sub-Total (Paving)					\$193,386.00
Drainage					
10	0	CY	Unclassified Channel Excavation	\$15.00	\$0.00
11	0	LF	Replace existing driveway culvert	\$110.00	\$0.00
12	0	SY	Replace Driveway (Asphalt)	\$49.00	\$0.00
13		LF	Ditch Grading	\$9.00	\$0.00
Sub-Total (Drainage)					\$0.00
Water					
14	570	LF	Remove Existing Water Line (AC)	\$20.00	\$11,400.00
15	570	LF	8" PVC Water Line	\$55.00	\$31,350.00
16	0	EA	Remove/Replace Fire Hydrant Assembly	\$11,650.00	\$0.00
17	3	EA	8" Gate Valve	\$2,963.00	\$8,889.00
18	26	EA	Reconnect Existing Water Service	\$1,900.00	\$49,400.00
19	26	EA	Water Meter Box	\$250.00	\$6,500.00
20	2	EA	Connect to Existing Water Main	\$2,500.00	\$5,000.00
Sub-Total (Water)					\$112,539.00
Sewer					
21	0	EA	Remove existing MH	\$1,800.00	\$0.00
22	0	LF	Install 8" PVC Sewer Line	\$65.00	\$0.00
23	0	EA	Install New 4' MH	\$5,900.00	\$0.00
24	0	EA	4" Sewer Service	\$2,445.00	\$0.00
25	0	EA	Connect to Existing SS	\$3,410.00	\$0.00
26	0	LF	Trench Safety	\$2.50	\$0.00
Sub-Total (Sewer)					\$0.00
Notes:				Sub-Total	\$305,925.00
				Contingency (10%)	\$30,593.00
				Design Services (13.5%)	\$45,430.00
				TOTAL	\$381,948.00

The quantities and prices shown hereon are an indication of the Engineer's opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.



Project Name: City of Dalworthington Gardens
Prepared By: Kylon Wilson, PE
Street Name: Sieber Dr
From: Sunset Ln
To: Indian Trail

Topographic No.:
Date: 8/4/2022
TX Reg. Engineering Firm: #18409

Item No.	Est. Quant.	Unit	Description	Unit Price	Total
Paving					
1	1	LS	Mobilization	\$10,000.00	\$10,000.00
2	1	LS	Site Prep	\$15,000.00	\$15,000.00
3	621	CY	Unclassified Street Excavation	\$20.00	\$12,429.00
4	1,864	SY	6" Lime Stabilization (42lb/SY)	\$10.00	\$18,644.00
5	1,731	SY	6" HMAc (2" TY-D/4" TY-B)	\$49.00	\$84,828.00
6	0	LF	Concrete Curb & Gutter	\$26.50	\$0.00
7	1,998	SY	Top Soil (3")	\$2.00	\$3,995.00
8	1,998	SY	Sodding	\$5.00	\$9,988.00
Sub-Total (Paving)					\$154,884.00
Drainage					
9	0	CY	Unclassified Channel Excavation	\$15.00	\$0.00
10	0	LF	Replace existing driveway culvert	\$110.00	\$0.00
11	0	SY	Replace Driveway (Asphalt)	\$49.00	\$0.00
12	1,199	LF	Ditch Grading	\$9.00	\$10,787.00
Sub-Total (Drainage)					\$10,787.00
Water					
13	0	LF	Remove Existing Water Line (AC)	\$20.00	\$0.00
14	0	LF	8" PVC Water Line	\$55.00	\$0.00
15	0	EA	Remove/Replace Fire Hydrant Assembly	\$11,650.00	\$0.00
16	0	EA	8" Gate Valve	\$2,963.00	\$0.00
17	0	EA	Reconnect Existing Water Service	\$1,900.00	\$0.00
18	0	EA	Water Meter Box	\$250.00	\$0.00
19	0	EA	Connect to Existing Water Main	\$2,500.00	\$0.00
Sub-Total (Water)					\$0.00
Sewer					
20	0	EA	Remove existing MH	\$1,800.00	\$0.00
21	0	LF	Install 8" PVC Sewer Line	\$65.00	\$0.00
22	0	EA	Install New 4' MH	\$5,900.00	\$0.00
23	0	EA	4" Sewer Service	\$2,445.00	\$0.00
24	0	EA	Connect to Existing SS	\$3,410.00	\$0.00
25	0	LF	Trench Safety	\$2.50	\$0.00
Sub-Total (Sewer)					\$0.00
Notes:				Sub-Total	\$165,671.00
				Contingency (10%)	\$16,567.10
				Design Services (13.5%)	\$24,602.00
				TOTAL	\$206,840.10

The quantities and prices shown hereon are an indication of the Engineer's opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.



Project Name: City of Dalworthington Gardens
Prepared By: Kylon Wilson, PE
Street Name: Sieber Dr
From: Indian Trail
To: Estates Dr

Topographic No.:
Date: 8/4/2022
TX Reg. Engineering Firm: #18409

Item No.	Est. Quant.	Unit	Description	Unit Price	Total
Paving					
1	1	LS	Mobilization	\$10,000.00	\$10,000.00
2	1	LS	Site Prep	\$15,000.00	\$15,000.00
3	789	CY	Unclassified Street Excavation	\$20.00	\$15,786.00
4	2,368	SY	6" Lime Stabilization (42lb/SY)	\$10.00	\$23,679.00
5	2,199	SY	6" HMAc (2" TY-D/4" TY-B)	\$49.00	\$107,738.00
6	0	LF	Concrete Curb & Gutter	\$26.50	\$0.00
7	2,537	SY	Top Soil (3")	\$2.00	\$5,074.00
8	2,537	SY	Sodding	\$5.00	\$12,685.00
Sub-Total (Paving)					\$189,962.00
Drainage					
9	0	CY	Unclassified Channel Excavation	\$15.00	\$0.00
10	0	LF	Replace existing driveway culvert	\$110.00	\$0.00
11	0	SY	Replace Driveway (Asphalt)	\$49.00	\$0.00
12	1,522	LF	Ditch Grading	\$9.00	\$13,700.00
Sub-Total (Drainage)					\$13,700.00
Water					
13	0	LF	Remove Existing Water Line (AC)	\$20.00	\$0.00
14	0	LF	8" PVC Water Line	\$55.00	\$0.00
15	0	EA	Remove/Replace Fire Hydrant Assembly	\$11,650.00	\$0.00
16	0	EA	8" Gate Valve	\$2,963.00	\$0.00
17	0	EA	Reconnect Existing Water Service	\$1,900.00	\$0.00
18	0	EA	Water Meter Box	\$250.00	\$0.00
19	0	EA	Connect to Existing Water Main	\$2,500.00	\$0.00
Sub-Total (Water)					\$0.00
Sewer					
20	0	EA	Remove existing MH	\$1,800.00	\$0.00
21	0	LF	Install 8" PVC Sewer Line	\$65.00	\$0.00
22	0	EA	Install New 4' MH	\$5,900.00	\$0.00
23	0	EA	4" Sewer Service	\$2,445.00	\$0.00
24	0	EA	Connect to Existing SS	\$3,410.00	\$0.00
25	0	LF	Trench Safety	\$2.50	\$0.00
Sub-Total (Sewer)					\$0.00
Notes:				Sub-Total	\$203,662.00
				Contingency (10%)	\$20,366.20
				Design Services (13.5%)	\$30,244.00
				TOTAL	\$254,272.20

The quantities and prices shown hereon are an indication of the Engineer's opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.



Project Name: City of Dalworthington Gardens
Prepared By: Kylon Wilson, PE
Street Name Sunset Ln
From: Park Dr
To: Sieber Dr

Topographic No.:
Date: 8/4/2022
TX Reg. Engineering Firm: #18409

Item No.	Est. Quant.	Unit	Description	Unit Price	Total
Paving					
1	1	LS	Mobilization	\$10,000.00	\$10,000.00
2	1	LS	Site Prep	\$15,000.00	\$15,000.00
3	802	CY	Unclassified Street Excavation	\$20.00	\$16,030.00
4	2,405	SY	6" Lime Stabilization (42lb/SY)	\$10.00	\$24,045.00
5	2,220	SY	6" HMAc (2" TY-D/4" TY-B)	\$49.00	\$108,758.00
6	0	LF	Concrete Curb & Gutter	\$26.50	\$0.00
7	3,514	SY	Top Soil (3")	\$2.00	\$7,029.00
8	3,514	SY	Sodding	\$5.00	\$17,571.00
Sub-Total (Paving)					\$198,433.00
Drainage					
9	0	CY	Unclassified Channel Excavation	\$15.00	\$0.00
10	0	LF	Replace existing driveway culvert	\$110.00	\$0.00
11	0	SY	Replace Driveway (Asphalt)	\$49.00	\$0.00
12	1,665	LF	Ditch Grading	\$9.00	\$14,982.00
Sub-Total (Drainage)					\$14,982.00
Water					
13	0	LF	Remove Existing Water Line (AC)	\$20.00	\$0.00
14	0	LF	8" PVC Water Line	\$55.00	\$0.00
15	0	EA	Remove/Replace Fire Hydrant Assembly	\$11,650.00	\$0.00
16	0	EA	8" Gate Valve	\$2,963.00	\$0.00
17	0	EA	Reconnect Existing Water Service	\$1,900.00	\$0.00
18	0	EA	Water Meter Box	\$250.00	\$0.00
19	0	EA	Connect to Existing Water Main	\$2,500.00	\$0.00
Sub-Total (Water)					\$0.00
Sewer					
20	0	EA	Remove existing MH	\$1,800.00	\$0.00
21	0	LF	Install 8" PVC Sewer Line	\$65.00	\$0.00
22	0	EA	Install New 4' MH	\$5,900.00	\$0.00
23	0	EA	4" Sewer Service	\$2,445.00	\$0.00
24	0	EA	Connect to Existing SS	\$3,410.00	\$0.00
25	0	LF	Trench Safety	\$2.50	\$0.00
Sub-Total (Sewer)					\$0.00
Notes:				Sub-Total	\$213,415.00
				Contingency (10%)	\$21,341.50
				Design Services (13.5%)	\$31,692.00
				TOTAL	\$266,448.50

The quantities and prices shown hereon are an indication of the Engineer's opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.



Project Name: City of Dalworthington Gardens
Prepared By: Kylon Wilson, PE
Street Name: Sunset Ln
From: Roosevelt Dr
To: Park Dr

Topographic No.:
Date: 8/4/2022
TX Reg. Engineering Firm: #18409

Item No.	Est. Quant.	Unit	Description	Unit Price	Total
Paving					
1	1	LS	Mobilization	\$10,000.00	\$10,000.00
2	1	LS	Site Prep	\$15,000.00	\$15,000.00
3	1,824	CY	Unclassified Street Excavation	\$20.00	\$36,474.00
4	5,471	SY	6" Lime Stabilization (42lb/SY)	\$10.00	\$54,712.00
5	5,050	SY	6" HMAc (2" TY-D/4" TY-B)	\$49.00	\$247,464.00
6	0	LF	Concrete Curb & Gutter	\$26.50	\$0.00
7	7,996	SY	Top Soil (3")	\$2.00	\$15,993.00
8	7,996	SY	Sodding	\$5.00	\$39,981.00
Sub-Total (Paving)					\$419,624.00
Drainage					
9	0	CY	Unclassified Channel Excavation	\$15.00	\$0.00
10	0	LF	Replace existing driveway culvert	\$110.00	\$0.00
11	0	SY	Replace Driveway (Asphalt)	\$49.00	\$0.00
12	3,788	LF	Ditch Grading	\$9.00	\$34,089.00
Sub-Total (Drainage)					\$34,089.00
Water					
13	1900	LF	Remove Existing Water Line (AC)	\$20.00	\$38,000.00
14	1900	LF	8" PVC Water Line	\$55.00	\$104,500.00
15	3	EA	Remove/Replace Fire Hydrant Assembly	\$11,650.00	\$34,950.00
16	1	EA	8" Gate Valve	\$2,963.00	\$2,963.00
17	27	EA	Reconnect Existing Water Service	\$1,900.00	\$51,300.00
18	27	EA	Water Meter Box	\$250.00	\$6,750.00
19	2	EA	Connect to Existing Water Main	\$2,500.00	\$5,000.00
Sub-Total (Water)					\$243,463.00
Sewer					
20	4	EA	Remove existing MH	\$1,800.00	\$7,200.00
21	2025	LF	Install 12" PVC Sewer Line	\$80.00	\$162,000.00
22	4	EA	Install New 4' MH	\$5,900.00	\$23,600.00
23	27	EA	4" Sewer Service	\$2,445.00	\$66,015.00
24	2	EA	Connect to Existing SS	\$3,410.00	\$6,820.00
25	2025	LF	Trench Safety	\$2.50	\$5,063.00
Sub-Total (Sewer)					\$270,698.00
Notes:					Sub-Total \$967,874.00 Contingency (10%) \$96,787.40 Design Services (13.5%) \$143,729.00 TOTAL \$1,208,390.40

The quantities and prices shown hereon are an indication of the Engineer's opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.



Project Name: City of Dalworthington Gardens
Prepared By: Kylon Wilson, PE
Street Name: Texas Dr
From: California Ln
To: Cul-De-Sac

Topographic No.:
Date: 8/4/2022
TX Reg. Engineering Firm: #18409

Item No.	Est. Quant.	Unit	Description	Unit Price	Total
Paving					
1	1	LS	Mobilization	\$10,000.00	\$10,000.00
2	1	LS	Site Prep	\$15,000.00	\$15,000.00
3	627	CY	Unclassified Street Excavation	\$20.00	\$12,536.00
4	1,880	SY	6" Lime Stabilization (42lb/SY)	\$10.00	\$18,805.00
5	1,710	SY	6" HMAc (2" TY-D/4" TY-B)	\$49.00	\$83,767.00
6	0	LF	Concrete Curb & Gutter	\$26.50	\$0.00
7	2,564	SY	Top Soil (3")	\$2.00	\$5,129.00
8	2,564	SY	Sodding	\$5.00	\$12,821.00
Sub-Total (Paving)					\$158,058.00
Drainage					
9	0	CY	Unclassified Channel Excavation	\$15.00	\$0.00
10	0	LF	Replace existing driveway culvert	\$110.00	\$0.00
11	0	SY	Replace Driveway (Asphalt)	\$49.00	\$0.00
12	1,929	LF	Ditch Grading	\$9.00	\$17,357.00
Sub-Total (Drainage)					\$17,357.00
Water					
13	950	LF	Remove Existing Water Line (AC)	\$20.00	\$19,000.00
14	950	LF	8" PVC Water Line	\$55.00	\$52,250.00
15	2	EA	Remove/Replace Fire Hydrant Assembly	\$11,650.00	\$23,300.00
16	2	EA	8" Gate Valve	\$2,963.00	\$5,926.00
17	12	EA	Reconnect Existing Water Service	\$1,900.00	\$22,800.00
18	12	EA	Water Meter Box	\$250.00	\$3,000.00
19	1	EA	Connect to Existing Water Main	\$2,500.00	\$2,500.00
Sub-Total (Water)					\$128,776.00
Sewer					
20	2	EA	Remove existing MH	\$1,800.00	\$3,600.00
21	1080	LF	Install 8" PVC Sewer Line	\$65.00	\$70,200.00
22	2	EA	Install New 4' MH	\$5,900.00	\$11,800.00
23	12	EA	4" Sewer Service	\$2,445.00	\$29,340.00
24	1	EA	Connect to Existing SS	\$3,410.00	\$3,410.00
25	1080	LF	Trench Safety	\$2.50	\$2,700.00
Sub-Total (Sewer)					\$121,050.00
Notes:					Sub-Total \$425,241.00 Contingency (10%) \$42,524.10 Design Services (13.5%) \$63,148.00 TOTAL \$530,913.10

The quantities and prices shown hereon are an indication of the Engineer's opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.

**City Council
Staff Agenda Report**

Agenda Item: 9b.

Agenda Subject: FY 2022-2023 Proposed City Budget: Any necessary discussion or action on changes to the proposed budget only. Official public hearing and budget adoption will take place at the September 15, 2022 Council Meeting.

<p>Meeting Date: August 18, 2022</p>	<p>Financial Considerations: Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar: <input checked="" type="checkbox"/> Financial Stability <input checked="" type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input checked="" type="checkbox"/> Infrastructure Improvements/Upgrade <input checked="" type="checkbox"/> Building Positive Image <input checked="" type="checkbox"/> Economic Development <input checked="" type="checkbox"/> Educational Excellence</p>
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Background Information: This item is provided as a mechanism by which to discuss any changes to the proposed budget. Any action on this item would not constitute final adoption of the fiscal year budget, but only changes to the proposed budget.

Recommended Action/Motion: Take any action to make changes to the proposed budget.

Attachments: None

**City Council
Staff Agenda Report**

Agenda Item: 9c.

Agenda Subject: Discussion and possible action on setting the maximum proposed ad valorem tax rate; setting date for a public hearing on the proposed tax rate; and setting the date at which City Council will adopt the FY 2022-2023 ad valorem tax rate.

<p>Meeting Date:</p> <p>August 18, 2022</p>	<p>Financial Considerations:</p> <p>Budgeted:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar:</p> <p><input checked="" type="checkbox"/> Financial Stability</p> <p><input type="checkbox"/> Appearance of City</p> <p><input checked="" type="checkbox"/> Operations Excellence</p> <p><input type="checkbox"/> Infrastructure Improvements/Upgrade</p> <p><input type="checkbox"/> Building Positive Image</p> <p><input type="checkbox"/> Economic Development</p> <p><input type="checkbox"/> Educational Excellence</p>
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Background Information: Chapter 26 of the Tax Code outlines requirements for the notice, hearing, and vote on tax rates.

In accordance with Chapter 26, Council will be:

- voting on a proposed tax rate of which cannot be exceeded when the tax rate is adopted at the September 15, 2022 meeting
- scheduling and stating the date for a public hearing
- scheduling and stating the date at which Council will adopt the 2022-2023 tax rate

Recommended Action/Motion: Motion to approve a proposed ad valorem tax rate not to exceed \$0.665133 per \$100 of taxable value; setting the date, time, and location for both a public hearing date and tax rate adoption date as Thursday, September 15, 2022 at 7:00 p.m. to be held in the City Hall Council Chambers, 2600 Roosevelt Drive, DWG, Texas 76016.

Attachments: Public Hearing Notice

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$.665133 per \$100 valuation has been proposed by the governing body of Dalworthington Gardens.

PROPOSED TAX RATE: \$.665133 per \$100
NO-NEW-REVENUE TAX RATE: \$.612241 per \$100
VOTER-APPROVAL TAX RATE: \$.665133 per \$100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for the City of Dalworthington Gardens from the same properties in both the 2021 tax year and the 2022 tax year.

The voter-approval rate is the highest tax rate that the City of Dalworthington Gardens may adopt without holding an election to seek voter approval of the rate. The proposed tax rate is greater than the no-new-revenue tax rate. This means that the City of Dalworthington Gardens is proposing to increase property taxes for the 2022 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 15, 2022 at 7:00 p.m. at the City Hall Council Chambers, 2600 Roosevelt Drive, Dalworthington Gardens, TX 76016.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, the City of Dalworthington Gardens is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the City Council of Dalworthington Gardens at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS: Property tax amount = (tax rate) x (taxable value of your property) / 100

FOR the proposal:
AGAINST the proposal:
PRESENT and not voting:
ABSENT:

The 86th Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by the City of Dalworthington Gardens last year to the taxes proposed to be imposed on the average residence homestead by the City of Dalworthington Gardens this year.

	2021	2022	Change
Total tax rate (per \$100 of value)	2021 adopted tax rate \$.658553	2022 proposed tax rate \$.665133	Increase of \$.029402 per \$100, or 4.62%
Average homestead taxable value	2021 average taxable value of residence homestead \$387,580	2022 average taxable value of residence homestead \$429,736	Increase of 10.88%
Tax on average homestead	2021 amount of taxes on average taxable value of residence homestead \$2,463.97	2022 amount of taxes on average taxable value of residence homestead \$2,858.32	Increase of \$394.35, or 16%
Total tax levy on all properties	2021 levy \$1,951,676	2021 proposed levy \$2,120,282	Increase of \$168,606, or 8.64%

For assistance with tax calculations, please contact the tax assessor for the City of Dalworthington Gardens at 817-274-7368 or taxinfo@cityofdwg.net.

**City Council
Staff Agenda Report**

Agenda Item: 9d.

Agenda Subject: Discussion and possible action to approve the purchase of fifteen (15) DPS Taser.		
Meeting Date: August 18, 2022	Financial Considerations: \$53,994.64 Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Strategic Vision Pillar: <input type="checkbox"/> Financial Stability <input type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence

Background Information: DPS is requesting to purchase fifteen (15) Axon Tasers for the DPS (\$53,994.64). This is a five (5) year contract with Axon Taser providing four hundred and twenty (420) Certification Cartridges, ninety (90) Duty Cartridges, and thirty (30) Training Cartridges.

Recommended Action/Motion: Motion to approve the purchase of 15 tasers in the amount of \$53,994.64 for DWG DPS.

Attachments: Quote



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-396270-44700.701DW

Issued: 05/19/2022

Quote Expiration: 09/15/2022

Estimated Contract Start Date: 10/01/2022

Account Number: 140326

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-2600 Roosevelt Dr 2600 Roosevelt Dr Arlington, TX 76016-5809 USA	Dalworthington Gardens Police - TX 2600 Roosevelt Dr Arlington, TX 76016-5809 USA Email: fikewi@gmail.com

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Woodhull Phone: Email: dwoodhull@axon.com Fax:	William Fike Phone: (817) 915-0487 Email: wfike@cityofdwwg.net Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$53,994.64
ESTIMATED TOTAL W/ TAX	\$53,994.64

Discount Summary

Average Savings Per Year	\$2,362.67
TOTAL SAVINGS	\$11,813.36

Payment Summary

Date	Subtotal	Tax	Total
Sep 2022	\$10,798.92	\$0.00	\$10,798.92
Sep 2023	\$10,798.93	\$0.00	\$10,798.93
Sep 2024	\$10,798.93	\$0.00	\$10,798.93
Sep 2025	\$10,798.93	\$0.00	\$10,798.93
Sep 2026	\$10,798.93	\$0.00	\$10,798.93
Total	\$53,994.64	\$0.00	\$53,994.64

420 Certification Cartridges
 90 Duty Cartridges
 30 training Cartridges

Quote Unbundled Price:	\$65,808.00
Quote List Price:	\$54,000.00
Quote Subtotal:	\$53,994.64

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Cert	2021 Taser 7 Certification Bundle	15	60	\$73.12	\$60.00	\$59.99	\$53,994.64	\$0.00	\$53,994.64
Total							\$53,994.64	\$0.00	\$53,994.64

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	15	09/01/2022
2021 Taser 7 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	18	09/01/2022
2021 Taser 7 Certification Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	15	09/01/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	45	09/01/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	09/01/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	45	09/01/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	09/01/2022
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	30	09/01/2022
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	30	09/01/2022
2021 Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	15	09/01/2022
2021 Taser 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	15	09/01/2022
2021 Taser 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	09/01/2022
2021 Taser 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	09/01/2022
2021 Taser 7 Certification Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	09/01/2022
2021 Taser 7 Certification Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	09/01/2022
2021 Taser 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	09/01/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	09/01/2023
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	09/01/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	09/01/2024
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	09/01/2024
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	30	09/01/2024
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	30	09/01/2024
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	09/01/2025
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	09/01/2025
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	09/01/2026
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	09/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	15	10/01/2022	09/30/2027
2021 Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	10/01/2022	09/30/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	18	09/01/2023	09/30/2027
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	15	09/01/2023	09/30/2027
2021 Taser 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	09/01/2023	09/30/2027

Payment Details

Sep 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	T7Cert	2021 Taser 7 Certification Bundle	15	\$10,798.92	\$0.00	\$10,798.92
Total				\$10,798.92	\$0.00	\$10,798.92

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	T7Cert	2021 Taser 7 Certification Bundle	15	\$10,798.93	\$0.00	\$10,798.93
Total				\$10,798.93	\$0.00	\$10,798.93

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	T7Cert	2021 Taser 7 Certification Bundle	15	\$10,798.93	\$0.00	\$10,798.93
Total				\$10,798.93	\$0.00	\$10,798.93

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	T7Cert	2021 Taser 7 Certification Bundle	15	\$10,798.93	\$0.00	\$10,798.93
Total				\$10,798.93	\$0.00	\$10,798.93

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	T7Cert	2021 Taser 7 Certification Bundle	15	\$10,798.93	\$0.00	\$10,798.93
Total				\$10,798.93	\$0.00	\$10,798.93

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

5/19/2022



**City Council
Staff Agenda Report**

Agenda Item: 9e.

Agenda Subject: Discussion and possible action to commit funds by ordinance for specific purposes designated by City Council in accordance with the city’s Comprehensive Financial Policy.

<p>Meeting Date: August 18, 2022</p>	<p>Financial Considerations: Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Financial Stability <input type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence
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Background Information: Per the city’s Comprehensive Financial Policy, there are several classifications of fund balances. With the new concept of setting up a “Capital” bank account with designated purposes, staff seeks council guidance on whether the funds should be “Assigned” or “Committed”. An excerpt from the policy explaining the difference is shown below:

Committed: Amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the City Council. These amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same type of action that was employed when the funds were initially committed.

Assigned: Amounts that are constrained by the City’s intent to be used for specific purposes but are neither restricted nor committed. In governmental funds other than the general fund, assigned fund balances represents the amount that is not restricted or committed. This indicates that those resources are, at a minimum, intended to be used for the purpose of that fund. Examples include: residual funds in all governmental funds except the General Fund and outstanding encumbrances at year-end.

Recommended Action/Motion: To be transparent, staff recommends the classification of “Committed” to keep the specific purpose in place and formal action to change the purpose, if needed.

Attachments: Ordinance

ORDINANCE NO. 2022-19

AN ORDINANCE OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS DESIGNATING CERTAIN ACCOUNTS IN ACCORDANCE WITH THE CITY'S COMPREHENSIVE FINANCIAL POLICY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Dalworthington Gardens, Texas ("City") is a Type A General Law Municipality located in Tarrant County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council has adopted a Comprehensive Financial Policy which, in part, provides for the classification of Fund Balance and Reserve accounts; and

WHEREAS, in accordance with the Comprehensive Financial Policy, the City Council desires classify certain Fund Balance or Reserve accounts.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS, THAT:

SECTION I.

The Fund Balance or Reserve Accounts listed on Exhibit "A," attached hereto and incorporated herein, are hereby designated as "Committed" or "Assigned" accounts, as those terms are defined in the Comprehensive Financial Policy, for the purposes reflected in Exhibit "A."

SECTION II.

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, Dalworthington Gardens, Texas as amended, except where the provisions are in direct conflict with the provisions of other ordinances, in which event the conflicting provisions of the other ordinances are hereby repealed.

SECTION III.

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

SECTION IV.

All rights and remedies of the City of Dalworthington Gardens are expressly saved as to any and all violations of the provisions of the Code of Ordinances, City of Dalworthington Gardens, Texas, or any other ordinances the Comprehensive Financial Policy which have accrued at the time of the effective date of this ordinance; and as 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 court.

SECTION V.

This ordinance shall be in full force and effect from and after its passage and publication as required by law,

PASSED AND APPROVED on this 18th day of August, 2022.

Laurie Bianco, Mayor

ATTEST:

Lola Hazel, City Secretary

EXHIBIT A

- 1. Fire Truck Fund: Committed for the purpose of purchasing a fire truck**
- 2. General Fund Capital Bank Account: Committed for the purpose of setting aside \$11,000 per year for five years with an end goal of \$55,000 total for purchasing tasers**

**City Council
Staff Agenda Report**

Agenda Item: 9f.

Agenda Subject: Discussion and possible action to approve costs in the amount of \$1,000 for a traffic control plan for Elkins Drive.

<p>Meeting Date: August 18, 2022</p>	<p>Financial Considerations: \$1,000.00</p> <p>Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar:</p> <p><input type="checkbox"/> Financial Stability <input type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input checked="" type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence</p>
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Background Information: Staff is asking for approval for the Traffic Control Plan (TCP) cost for Elkins Drive.

Recommended Action/Motion: Motion to approve costs in the amount of \$1,000 for a traffic control plan for Elkins Drive.

Attachments: Cost Estimate

3500 W Pioneer Pkwy
 Pantego, TX 76013
 Phone: 817.962.0232 Fax: TBD

Quotation

DATE: 8.5.22

Quotation For

Contact: GARY PARKER
Company: CITY OF DALWORTHINGTON GARDENS
Address: ELKINS DR
City/County: DALWORTHINGTON GARDENS
Contact # 817.235.2224
Email: GPARKER@CITYOFDWG.NET

Prepared by: Kody Guillory
 KGuillory@TTBarricade.com
 Cell: 817.505.5614

ITEM	DESCRIPTION	UNIT PRICE	UOM	QUANTITY	AMOUNT
1	DAILY RENTAL OF SIGNS & STANDS	\$ 39.50	DY	PER	
2	WEEKLY RENTAL OF SIGNS & STANDS	\$ 164.50	WK	PER	
3	MONTHLY RENTAL OF SIGNS & STANDS	\$ 434.00	MO	PER	
4	TCP NON-ENGINEERED	\$ 100.00	PAGE	PER	
	FREE DELIVERY FOR CLOSE NEIGHBOR!!				

*Prices quoted are good for 30 days

*Payment terms are net 30 days pending credit approval

*Qty's listed are estimated, but will be billed on actual

*A month is billed on a 28 day cycle.

If you have any questions concerning this quotation, please contact us.

SUBTOTAL	\$ -
TAX RATE	TAX EXEMPT
SALES TAX	
TOTAL	\$ -

Signature: _____

PO#: _____

THANK YOU FOR YOUR BUSINESS!

**City Council
Staff Agenda Report**

Agenda Item: 9g.

Agenda Subject: Discussion and possible action to direct staff on changes to the City of Dalworthington Gardens Code of Ordinances, Chapter 6, Health and Sanitation, to add a distance requirement for smoking near buildings.

<p>Meeting Date:</p> <p>August 18, 2022</p>	<p>Financial Considerations:</p> <p>Budgeted:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar:</p> <p><input type="checkbox"/> Financial Stability</p> <p><input checked="" type="checkbox"/> Appearance of City</p> <p><input type="checkbox"/> Operations Excellence</p> <p><input type="checkbox"/> Infrastructure Improvements/Upgrade</p> <p><input type="checkbox"/> Building Positive Image</p> <p><input type="checkbox"/> Economic Development</p> <p><input type="checkbox"/> Educational Excellence</p>
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Background Information: Mayor Bianco requested this item be placed on the agenda. The current smoking ordinance does not require a certain distance for smoking near structures. This is a request to council for that consideration.

Recommended Action/Motion: Motion to direct staff on changes to the City of Dalworthington Gardens Code of Ordinances, Chapter 6, Health and Sanitation, to add a distance requirement for smoking near buildings.

Attachments: Ordinance

ARTICLE 6.05 ILLEGAL SMOKING PRODUCTS AND INGESTION DEVICES

Sec. 6.05.001 Purpose

The purpose of this article is to prohibit the use, possession, sale, ingestion or smoking of illegal smoking products and ingestion devices hereinafter defined within the city limits.

Sec. 6.05.002 Definitions

The following words and phrases as used in this article shall have the meanings as set forth in this section.

Illegal smoking product. Any plant or other substance, whether described as tobacco, herbs, incense, spice or any blend thereof, regardless of whether the substance is marketed for the purpose of being smoked, which includes any one or more of the following substances or chemicals:

- (1) Salvinorin A: Contained within the Salvia Divinorum plant, whether growing or not; or possessed as an extract, compound, manufacture, derivative, mixture, or preparation of such plant;
- (2) 2-[(1R, 3S)-3-hydroxycyclohexyl]-5-(2-methylcatan-2-yl) phenol (also known as CP 47, 497) and homologues;
- (3) 1-Pentyl-3-(1-naphthoyl) indole (also known as JWH-018); or
- (4) Butyl-3-(1-naphthoyl) indole (also known as JWH-073).
- (5) Any similar substance which when inhaled or otherwise ingested produces intoxication, stupefaction, giddiness, paralysis, irrational behavior, or in any manner, changes distorts or disturbs the auditory, visual, or mental process and the product or substance had no other apparent legitimate purpose for consumers.

Ingestion device. Equipment, a product or material that is used or intended for use in ingesting, inhaling, or otherwise introducing an illegal smoking product into the human body, including:

- (1) A metal, wooden, acrylic, glass, stone, plastic, or ceramic pipe with or without a screen, permanent screen, hashish head, or punctured metal bowl;
- (2) A water pipe;
- (3) A carburetion tube or device;
- (4) A smoking or carburetion mask;
- (5) A chamber pipe;
- (6) A carburetor pipe;
- (7) An electric pipe;
- (8) An air-driven pipe;

- (9) A chillum;
- (10) A bong; or
- (11) An ice pipe or chiller.

Person. An individual, corporation, partnership, wholesaler, retailer or any licensed or unlicensed business.

Sec. 6.05.003 Violation

- (a) It shall be unlawful for any person to use, possess, purchase, barter, give, publicly display, sell or offer for sale any illegal smoking product.
- (b) It shall be unlawful for any person to use or possess an ingestion device with the intent to inject, ingest, inhale or otherwise introduce into the human body an illegal smoking product.
- (c) The culpable mental state required by chapter 6.02 of the Texas Penal Code is specifically negated and dispensed with and a violation is a strict liability offense.
- (d) Any person, firm or corporation found to be violating any term or provision of this article, shall be subject to a fine of up \$2,000 per violation. Every day a violation takes place or continues shall constitute a separate offense.

Sec. 6.05.004 Affirmative defense

- (a) It shall be an affirmative defense for a person charged with an offense for possession or use of an illegal smoking product that the use or possession was pursuant to the direction or prescription of a licensed physician or dentist authorized to direct or prescribe such act.
- (b) It shall be an affirmative defense that the sale or possession of Salvinorin A was in conjunction with ornamental landscaping and used solely for that purpose.
- (c) It shall be a defense to prosecution of an offense under this section if the alleged illegal smoking product is regulated under the Texas Agriculture Code, Chapters 121 and 122, as amended.
- (d) It shall be a defense to prosecution of an offense under this section if the use of the prohibited smoking material is at the direction or under a prescription issued by a licensed physician or dentist authorized to prescribe controlled substances within the State of Texas.
- (e) It shall be a defense to prosecution of an offense under this section if the individual charged with a violation can provide proper and complete historic documentation that the use of such materials is a portion of a religious undertaking or activity of a religious denomination in which they have long standing historic membership supported by documentation from clergy or spiritual leader recognized by the State of Texas.

ARTICLE 6.06 TOBACCO PRODUCTS, SMOKING, AND E-CIGARETTES

Sec. 6.06.001 Definitions

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

Administrative area. The area of an establishment not generally accessible to the public, including, but not limited to, individual offices, stockrooms, employee lounges, or meeting rooms.

Director. The director of the department designated by the city administrator to enforce and administer this article or the director's designated representative.

Employee. Any person who works for hire at a designated workplace including an independent contractor with an assigned workplace.

Employer. Any person who employs 11 or more employees.

Food products establishment. "Food service" as defined in [section 14.02.223](#) or [14.02.224](#) of [article 14.02](#) of the comprehensive zoning ordinance of the city, and shall include, without limitation, restaurants, bakeries, cafes, and mobile food units as defined therein.

Health services provider. Any institution, business, workplace, or facility in or at which medical, surgical, or overnight facilities for patients are provided, including but not limited to emergency clinics, assisted living facilities, nursing homes, and medical offices.

Public service area. Any area to which the general public routinely has access for municipal services of which is designated a public service area in a written policy prepared in compliance with this article.

Retail and service establishment. Any establishment which sells goods or services to the general public.

Secondhand smoke. Ambient smoke resulting from the act of smoking.

Smoke or smoking. Includes, without limitation:

- (1) Carrying or holding a lighted pipe, cigar or cigarette of any kind or any other lighted smoking product or similar device;
- (2) Lighting a pipe, cigar, or cigarette of any kind or any other smoking product or similar device;
- (3) Emitting or exhaling the smoke of a pipe, cigar, or cigarette of any kind or any other smoking product or similar device;
- (4) Inhaling, exhaling, or burning a lighted cigar, cigarette, pipe or other lighted smoking product in any manner or form; and
- (5) Use of an electronic cigarette.

Smoking establishment. A retail and service establishment that is primarily engaged in the use or consumption of smoking products, such as cigar lounges, hookah lounges, cigar cafes, hookah cafes, cigar bars, hookah bars, tobacco bars, cigar clubs, hookah clubs, tobacco clubs, or similar establishments, and shall include any establishment that allows both:

- (1) The on-site purchase of smoking products or the on-site rental or furnishing of accessories intended or adapted or provided for the use or consumption of smoking products; and

- (2) The on-site smoking or consumption of smoking products.

Smoking product. Tobacco, tobacco substitutes, any similar substances, or any type of material designed, adapted, or intended to be smoked, or that is actually smoked.

Workplace. Any indoor area where an employee works for an employer, including an administrative area but excluding:

- (1) A domestic residence;
- (2) A factory or warehouse where smoking is regulated by another city ordinance or a state or federal law;
- (3) An enclosed room with only one regular occupant; or
- (4) An area open to the public and regulated by other sections of this article.

Sec. 6.06.002 Smoking prohibited in certain public areas

(a) A person commits an offense if he smokes or possesses burning tobacco, weed or other plant product in any of the following indoor or enclosed areas:

- (1) An elevator used by the public;
- (2) A corridor providing direct access to a patient's room or treatment room in a health services provider;
- (3) Any conference room, meeting room, or public service area of any facility owned, operated, or managed by the city;
- (4) Any retail or service establishment serving the general public, including, but not limited to, any department store, grocery store, or drugstore;
- (5) An area marked with a no smoking sign in accordance with subsection (b) of this section by the owner or person in control of a health services provider or retail or service establishment serving the general public; or
- (6) Any facility of a public primary or secondary school or an enclosed theater, movie house, library, museum, or transit system vehicle.

(b) The owner or person in control of an establishment or area designated in subsection (a) of this section shall post a conspicuous sign at the main entrance to the establishment. The sign shall contain the words "No Smoking, City of Dalworthington Gardens Ordinance," the universal symbol for no smoking, or other language that clearly prohibits smoking.

(c) Every health services provider shall:

- (1) Allow all patients, prior to elective admission, to choose to be in a non-smoking patient room; and

(2) Require that employees or visitors obtain express approval from all patients in a patient room prior to smoking.

(d) The owner or person in control of an establishment or area described in subsection (a)(4) or (a)(6) of this section may designate an area including, but not limited to, lobbies, meeting rooms, or waiting rooms as a smoking area; provided that the designated smoking area may not include:

- (1) The entire establishment;
- (2) Cashier areas or over-the-counter sales areas; or
- (3) The viewing area of any theater or movie house.

(e) It is a defense to prosecution under this section if the person was smoking in a location that was:

- (1) A designated smoking area of a facility or establishment described in subsections (a)(4) or (a)(6) of this section which is posted as a smoking area with appropriate signs;
- (2) An administrative area or office of an establishment described in subsections (a)(4) or (a)(6) of this section;
- (3) A retail or service establishment serving the general public with less than 500 square feet of public showroom or service space or having only one employee on duty, unless posted as designated in subsection (a)(5) of this section;
- (4) A smoking establishment; or
- (5) A retail or service establishment which is a food products establishment regulated by [section 6.06.004](#).

Sec. 6.06.003 Written policy required

The owner or person in control of any facility or area designated as a no smoking area in [section 6.06.002\(a\)\(3\)](#) or [section 6.06.002\(a\)\(4\)](#) shall:

- (1) Have and implement a written policy on smoking which conforms to this article; and
- (2) Make the policy available for inspection by employees and the director.

Sec. 6.06.004 Food products establishments

(a) A food establishment which has indoor or enclosed dining areas shall provide separate indoor or enclosed dining areas for smoking and nonsmoking patrons.

(b) A nonsmoking area must:

- (1) Be separated from smoking areas by a minimum of four feet of continuous floor space;

- (2) Be ventilated and situated so that air from the smoking area is not drawn into or across the nonsmoking area;
- (3) Be clearly designated by appropriate signs visible to patrons within the dining area indicating that the area is designated nonsmoking; and
- (4) Have ash trays or other suitable containers for extinguishing smoking materials at the perimeter of the nonsmoking area.

(c) Each food products establishment which has a dining area shall:

- (1) Have and implement a written policy on smoking which conforms to this article;
- (2) Make the policy available for inspection by employees and the director or his authorized representatives; and
- (3) Have signs at the establishment's entrance indicating that nonsmoking seating is available.

(d) Nondining areas of any food products establishment affected by this section to which patrons have general access, including, but not limited to, food order areas, food service areas, restrooms, and cashier areas shall be designated as nonsmoking areas. This subsection shall not apply to:

- (1) A food products establishment that has indoor seating arrangements for less than 50 patrons; or
- (2) A physically separated bar area of a food products establishment otherwise regulated.

(e) This section and article shall apply to a food establishment which was issued a certificate of occupancy after January 1, 2021. However, if a food establishment issued a certificate of occupancy before January 1, 2021 designates areas as nonsmoking under this section, it shall comply with the requirements of this article.

Sec. 6.06.005 Smoking in food products establishments

A person commits an offense if he smokes or possesses a burning tobacco, weed or other plant product in an area of a food products establishment designated as nonsmoking.

Sec. 6.06.006 Owners', operators', managers' and employees' responsibilities

The owner, operator, manager or employee of an establishment wherein smoking is prohibited, or any section or area thereof wherein smoking is prohibited, shall be required to orally inform persons violating this article of the provisions thereof. The duty to inform such violator shall arise when such owner, operator, manager or employee of an establishment becomes aware of such violation. If the violator continues to violate this article after being so informed, and continues smoking in a prohibited area, it shall then become the responsibility of the owner, operator, manager or employee to immediately notify the city police department and to file a complaint against the violator within ten days of the incident in city municipal court.

Sec. 6.06.007 Employer workplace requirements

An employer who owns, occupies, or controls a workplace shall:

- (1) Have and implement a written policy on smoking that:
 - (A) Conforms to this article;
 - (B) Reasonably accommodates the interests of both smokers and nonsmokers, but minimizes the involuntary exposure of nonsmokers to secondhand smoke;
 - (C) Prohibits smoking in the workplace, except private enclosed offices and specifically designated smoking areas which shall use existing structural barriers and ventilation to minimize involuntary exposure of nonsmokers to secondhand smoke; and
 - (D) Establishes a procedure for addressing employee complaints;
- (2) Provides conspicuous signage indicating nonsmoking areas;
- (3) Not discharge, retaliate or discriminate against any employee who:
 - (A) Files a complaint or causes any proceeding to be instituted under or related to this article;
 - (B) Testifies or will testify in any proceeding instituted under this article; or
 - (C) Exercises on his own behalf or the behalf of others any right afforded by this article; and
- (4) Not be responsible for fines assessed against an employee for violation of section 6.06.009.

Sec. 6.06.008 Workplace prohibition

Nothing in this article shall prohibit an employer or business owner from designating an entire workplace or other establishment, including a health services provider, as nonsmoking.

Sec. 6.06.009 Prohibited in nonsmoking area

A person commits an offense if he smokes or possesses a burning tobacco, weed or other plant product in an area designated as nonsmoking pursuant to section 6.06.007(1)(C).

(Ordinance 2020-13 adopted 11/19/20)

**City Council
Staff Agenda Report**

Agenda Item: 9h.

Agenda Subject: Discussion and possible action to direct staff on changes to the City of Dalworthington Gardens Code of Ordinances, Chapter 14, regarding regulations for mobile food units and mobile food establishments, commonly known as food trucks.

<p>Meeting Date:</p> <p>August 18, 2022</p>	<p>Financial Considerations:</p> <p>Budgeted:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar:</p> <p><input type="checkbox"/> Financial Stability</p> <p><input checked="" type="checkbox"/> Appearance of City</p> <p><input checked="" type="checkbox"/> Operations Excellence</p> <p><input type="checkbox"/> Infrastructure Improvements/Upgrade</p> <p><input type="checkbox"/> Building Positive Image</p> <p><input checked="" type="checkbox"/> Economic Development</p> <p><input type="checkbox"/> Educational Excellence</p>
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Background Information: Staff found a section of city ordinances possibly needing a change and is looking for council direction. There has been more interest from food trucks to come to the city which prompted the ordinance review.

City ordinances define mobile food establishment differently from mobile food unit (commonly known as a food truck). In the exhibit provided, you can see the difference is one is pulled by a vehicle and not individually motorized, and one is self-motorized and can come and go without the help of another motorized vehicle. City ordinances allow mobile food units (self-motorized) outright meaning these requests can be approved by permit and do not need to go through any board for approval. Mobile food establishments are only allowed by special exception (units requiring help from a motor vehicle).

Staff does not understand or recall the reason for treating the two differently and would like to simplify this process to be more business friendly. Staff's recommendation is to allow both types of food trucks outright by permit approval. The Building Official is charged with inspecting each truck for cleanliness and standards which would prevent unsightly trucks from being in the city.

Recommended Action/Motion: Motion to direct staff on changes to the City of Dalworthington Gardens Code of Ordinances, Chapter 14, regarding regulations for mobile food units and mobile food establishments, commonly known as food trucks.

Attachments: Food Truck Ordinance

Sec. 14.02.092 Defined terms

Mobile food establishment. A vehicle mounted or a trailer or food concession apparatus **intended to be pulled by a vehicle** that provides a fee based, licensed food service operation that may require utility access in order to operate and is meant to be left in place longer than the time period permitted for a mobile food unit. A human pushed or pulled cart or trailer or mobile device is not a permissible form of a mobile food establishment.



Mobile food unit. **A self-contained, licensed, motorized vehicle,** fee based food service operation designed to be readily movable and commonly referred to as a “food truck.” A mobile food unit shall not require utility access in order to operate. A human pushed or pulled cart or trailer or mobile device is not a permissible form of mobile food unit.



MOBILE FOOD ESTABLISHMENT REGULATIONS

Division 8. Special Exceptions and Other Permits

Sec. 14.02.321 Special exceptions

(22)	Mobile food establishment.	B-2 and B-3
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MOBILE FOOD UNIT REGULATIONS

Sec. 14.02.172 “SF” residential district

(a) Permitted uses. A building or premises in this district shall be used only for the following purposes:

(7) Mobile food units are permitted under the following conditions:

- (A) The property owner has requested the services of the mobile food unit.
- (B) The mobile food unit may only provide goods and services to the property owner or the property owner's guests at the property owner's expense. No sales will be made to the general public.
- (C) Mobile food units may not obstruct traffic movement, or impair visibility or safety to the site.
- (D) Mobile food units must have a valid health permit and comply with chapter 228 of the Texas Administrative Code related to mobile food unit operations.

Sec. 14.02.173 “MF” residential district

(4) Mobile food units are permitted under the following conditions:

- (A) The property owner has requested the services of the mobile food unit;
- (B) The mobile food unit may only provide goods and services to the property owner or the property owner's guests at the property owner's expense. No sales will be made to the general public.
- (C) Mobile food units may not obstruct traffic movement, or impair visibility or safety to the site.
- (D) Mobile food units must have valid health permit and comply with chapter 228 of the Texas Administrative Code related to mobile food unit operations.

Sec. 14.02.174 “GH” residential district

(5) Mobile food units are permitted upon the following conditions:

- (A) The property owner has requested the services of the mobile food unit;

(B) The mobile food unit may only provide goods and services to the property owner or the property owner's guests at the property owner's expense. No sales will be made to the general public.

(C) Mobile food units may not obstruct traffic movement, or impair visibility or safety to the site.

(D) Mobile food units must have valid health permit and comply with chapter 228 of the Texas Administrative Code related to mobile food unit operations.

(Ordinance 2018-01, sec. 4, adopted 2/15/18)

Sec. 14.02.223 “B-2” business district

(a) Permitted uses. A building or premises in this district shall be used only for the following purposes:

(1) Any use permitted in the “B-1” district.

(2) Food service:

(E) **Mobile food unit**, upon certification by the zoning administrator (provided through permit approval) that the following conditions are met:

(i) Mobile food units may not park or operate on a public roadway;

(ii) Mobile food units must have written permission from property owner to use the property where the mobile food unit will be located.

(iii) Mobile food units must submit to the zoning administrator a basic site plan sketch showing the entire property and the location of the mobile food unit relative to the property boundaries, accesses, parking, fire lane(s), and any structures.

(iv) Mobile food units may only operate between the hours of 7:00 a.m. and 9:00 p.m. daily and are to be removed when not in operation.

(v) Mobile food units must be parked on improved surfaces and may not occupy required parking spaces, obstruct traffic movement, or impair visibility or safety to the site. Required parking spaces are those spaces needed to service the property where the mobile food unit is located as determined by the zoning administrator. In determining required parking spaces, the following will not be considered: the space used by the mobile food unit, a customer service area plus two additional parking spaces.

(vi) Mobile food units must have valid health permit and comply with chapter 228 of the Texas Administrative Code related to mobile food unit operations.

(vii) Nothing related to the mobile food unit may be left at the location when the mobile food unit is not present.

(viii) All signage must be on or attached to the mobile food unit.

(ix) The zoning administrator's written confirmation of compliance with the above conditions shall be kept in the mobile food unit at all times of operation within the city.

(Ordinance 2018-01, sec. 5, adopted 2/15/18)

**City Council
Staff Agenda Report**

Agenda Item: 9i.

Agenda Subject: Discussion and possible action to direct staff on any changes to the Republic Services contract for garbage and recycling services.

<p>Meeting Date:</p> <p>August 18, 2022</p>	<p>Financial Considerations:</p> <p>Budgeted:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar:</p> <p><input type="checkbox"/> Financial Stability</p> <p><input checked="" type="checkbox"/> Appearance of City</p> <p><input type="checkbox"/> Operations Excellence</p> <p><input type="checkbox"/> Infrastructure Improvements/Upgrade</p> <p><input type="checkbox"/> Building Positive Image</p> <p><input type="checkbox"/> Economic Development</p> <p><input type="checkbox"/> Educational Excellence</p>
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Background Information: At the July council meeting, council requested an agenda item to discuss the existing Republic Services contract and any potential to go out for bids to consider new contracts for garbage and recycling services. Staff is providing the contract for discussion.

Recommended Action/Motion: Motion to direct staff on any changes to the Republic Services contract for garbage and recycling services.

Attachments:

STATE OF TEXAS
SOLID WASTE COLLECTION AGREEMENT
COUNTY OF TARRANT

THIS AGREEMENT is made and entered into by and between:

THE CITY OF DALWORTHINGTON GARDENS, a municipal corporation of Tarrant County, Texas, (hereinafter called "CITY"), acting herein by and through its duly authorized Mayor and City Secretary, and having its principal office at 2600 Roosevelt Drive, Dalworthington Gardens, 76016; and

REPUBLIC WASTE SERVICES OF TEXAS, LTD. D/B/A DUNCAN DISPOSAL, a Texas Company, (hereinafter called "CONTRACTOR"), acting herein through its duly authorized officer, and having its principal place of business at 1212 Harrison Avenue, Arlington, Texas 76011.

For and in consideration of the mutual covenants and agreements herein recited, the City and the CONTRACTOR do hereby covenant and agree as follows, to wit:

I.

THE CITY, to the extent lawfully authorized by the constitution, statutes, and laws of the State of Texas, hereby grants the CONTRACTOR the exclusive right to use the public streets, alleys, and thoroughfares within its corporate limits for the purpose of engaging in the business of collecting garbage, trash, refuse, and brush for a period of five years from the 1st day of March, 2005, and options to renew this contract for two additional five year periods upon mutual agreement of the parties hereto, subject to the conditions, covenants and limitations set forth hereinafter.

II.

- A. CONTRACTOR will collect and dispose of garbage, trash, refuse, and brush accumulated on all premises, both residential and commercial, within the corporate limits of the CITY; provided however, that there is specifically excluded from the scope of the CONTRACTOR's services the curbside collection of bagged grass clippings and yard trimmings.
- B. CONTRACTOR is not required to provide collection service to premises not directly served with water by THE CITY or to premises whose water service is not approved by THE CITY. All such garbage, trash, refuse and brush will be placed in containers, approved by THE CITY, at the designated locations.
- C. In the case of residential lots, containers will be placed at the curb on the street where the property is addressed. Commercial lots utilizing containerized pick-up will locate the specialized containers to facilitate emptying.

- D. Except for containerized pick-up, CONTRACTOR is not obligated to collect containers when the total weight of the container exceeds 60 pounds or when the container has not previously been approved by the CITY.
- E. In the case of brush stacked loose at the curb, CONTRACTOR is not obligated to collect brush exceeding four (4) feet in length or one (1) cubic yard in volume on a pick-up day.

III.

The CONTRACTOR agrees to provide a subscription-based recycling service in the City, on the following terms and conditions:

1. CONTRACTOR shall deliver an eighteen-gallon recycling bin to residents requesting to be including in the CITY's curbside recycling program. The CITY shall ensure that residents participating in the curbside recycling program are appropriately charged the monthly recycling rate.
2. CONTRACTOR shall provide recycling service to those residents subscribing to the service, once per week at the curb.
3. The materials to be collected, and the guidelines for the curbside recycling program, are as follows:

Acceptable Materials

Unacceptable Materials

Metal Cans

Cans which contained hazardous materials

Aluminum

NO aluminum foil

Glass

NO mirrors, window or plate glass

Newspapers and magazines
Slick or glossy inserts are OK.

Junk Mail and cardboard
Office paper and cereal boxes are OK.

Pizza boxes, or materials contaminated
with food residue.

Plastics – Plastic containers

Containers which automotive fluids,
Pesticides, or other hazardous materials.
(No plastic grocery sacks)

4. The CITY shall use reasonable means to inform subscription customers of the times of service and the rules pertaining to the kind, quality and condition of recycled materials.

IV.

During the term and in the performance of this agreement, CONTRACTOR will, at its own expense:

1. Furnish all trucks, machinery, equipment, tools, supervision, labor, insurance and any and all other accessories necessary to the efficient and effective performance of the service herein contracted for.
2. Operate the service contracted for herein in a manner to prevent the scattering of collected garbage, trash, refuse and brush, both within the CITY's corporate limits and along the route to disposal sites, locations and facilities.
3. Obtain and maintain suitable methods, sites, locations and facilities for disposal of collected garbage, trash, refuse and brush.
4. Use only such disposal sites, locations, and facilities as shall meet all applicable federal, state, and local requirements and standards.

V.

CONTRACTOR hereby agrees to provide collection service to locations within the corporate limits of the CITY on a schedule frequency as specified hereinunder, but not to exceed six (6) days per week.

<u>Type of Customer</u>)	<u>Frequency of Service</u>
Residential – 1, 2, 3, or 4 family units)	Two days each week –
)	Tuesday and Friday
)	Starting at 7:00 A. M.
)	
Commercial – Not using containerized service)	
)	
)	
Commercial – using containerized service)	As negotiated between
)	CONTRACTOR and
)	customer.

Contractor is not obligated to provide collection service when the regularly scheduled pick-up day is on New Years Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day. When severe weather conditions exist that would not permit safe operations for men and equipment engaged in the collection of garbage, trash, refuse and brush, and disposal thereof, CONTRACTOR will be permitted to move regularly scheduled pick-up forward until weather conditions permit. A

representative of THE CITY shall be notified by CONTRACTOR to advise when normal collection service will be resumed.

VI.

CONTRACTOR hereby agrees to indemnify and hold harmless THE CITY from any and all claims arising from its execution of this contract from any source or any nature, including claims arising from injuries to employees, and hereby agrees to carry Workman's Compensation insurance for its employees; and public liability insurance on all trucks, automobiles, trailers, and vehicles, with coverage limits as follows: General Liability -\$1,000,000 per occurrence, Automobile Bodily Injury Liability - \$500,000 per person, \$1,000,000 aggregate; Automobile Property Damage Liability - \$1,000,000 per occurrence; and an umbrella policy not less than \$2,000,000; and to provide THE CITY with proof of such coverage, and in the event CONTRACTOR fails to maintain such insurance and to keep such policies paid up and current, it is hereby agreed that such failure shall be grounds for the cancellation of this contract.

VII.

Reasonable charges, and rates for the services provided by the CONTRACTOR under the terms and conditions specified herein shall be subject to review and renegotiation on the first anniversary of this contract and on each anniversary thereafter. The following monthly charges and rates are hereby established:

A. Residential Charges and Rates Schedule

Single family, duplex, triplex or multi-family dwelling trash, garbage, refuse and brush collection:	\$5.82 per unit.
Residential subscription recycling:	\$1.95 per participating unit

B. Commercial Charges and Rates Schedule

1. Not using containerized service: \$9.52 per unit for the first cubic yard plus \$1.73 for each additional cubic yard .
2. Using containerized service: The rates and charges therefore shall be as stated in Attachment #1 (one page) attached hereto and incorporated into this agreement.

VIII.

A. THE CITY hereby agrees to bill and collect for service rendered by CONTRACTOR to residential customers and to commercial customers not using containerized service, charges and rates as set forth in Section VII herein, and to remit to CONTRACTOR the amount due to CONTRACTOR for providing said service.

B. Such billing shall be on a monthly basis, and to be made in conjunction with CITY'S water billing, to be remitted to CONTRACTOR by the twentieth of each month succeeding the month for which service was rendered.

C. The amount remitted to CONTRACTOR shall be the gross amount billed residential customers plus 95% percent of the gross amount billed commercial customers not using containerized service.

D. The CONTRACTOR shall bill and collect for service rendered by CONTRACTOR to commercial customers using containerized service, charges and rates as set forth in Section VII herein, and shall remit to the CITY five (5.0%) percent of the gross amount billed by the twentieth of each month succeeding the month for which service was rendered.

E. CITY and CONTRACTOR agree to furnish, each to the other, as appropriate, lists of accounts billed, including amount billed each account, together with the monthly amount remitted.

IX.

A. In the event that the CONTRACTOR fails or is unable or refuses to perform the service hereby contracted for, or upon the determination by the City Council of the CITY that the CONTRACTOR is not properly or adequately providing said service, or that the health and welfare of the citizens and residents of the CITY will best be served by so doing, the said City Council may terminate this agreement as provided in paragraph B, under Section IX of this agreement.

B. The CITY, after giving the CONTRACTOR ten (10) days notice by certified mail addressed to its address first appearing in this agreement, shall hold a hearing and revoke and cancel this agreement, and this agreement shall, by the action of said City Council, become null and void and of no further force and effect.

C. The notice required herein to be given to CONTRACTOR shall set forth the time and place of the hearing to be held, and the objections, complaints, or reasons to be considered by the City Council in the taking of the action to cancel this agreement.

D. The CONTRACTOR shall be permitted to be present at such hearing, which shall be public, and may, by its officers, representatives or by counsel, if it so chooses, present its reasons why this agreement should not be cancelled. The CONTRACTOR shall have full and complete opportunity to disprove all charges or allegations or complaints brought against it or its operations, at such hearing.

E. If at such hearing the City Council determines that CONTRACTOR is not adequately or properly performing the services herein contracted for, or that the health and welfare of the citizens and residents of the CITY or the best interests of said CITY will be served by such action, then the CITY shall have the full and exclusive authority to revoke and cancel all portions of this agreement.

X.

The rights, duties, obligations and responsibilities of this agreement may not be assigned by the CONTRACTOR without the official written consent of the CITY, and any attempt to do so by CONTRACTOR shall be sufficient grounds or reasons for the CITY Council to cancel this contract, in the event it elects to do so.

XI.

All provisions, requirements, conditions, or rules and regulations established or set forth governing the activities undertaken under this agreement shall be binding upon and shall be complied with by CONTRACTOR, and any and all health, sanitation or garbage collection provisions contained in the ordinances of the CITY shall govern such activities.

Executed in duplicate originals on the dates hereinafter indicated, but effective as of March 1, 2005.

CITY OF DALWORTHINGTON GARDENS

REPUBLIC WASTE SERVICES OF TEXAS, LTD. D/b/a/ DUNCAN DISPOSAL

By Albert A. Taub
Albert A. Taub (Mayor)

By Nicholas Stefkovich
Nicholas Stefkovich (Area President)

Date 02-22-05

Date 2-23-05

ATTEST:

Melinda Pitt
City Secretary

Attachment 1

Commercial Rate Sheet

Effective date - March 1, 2005

Size	1 XWK	2 XWK	3 XWK	4 XWK	5 XWK	6 XWK	Extra PU
2 YD	46.20	75.08	106.26	133.98	165.17	217.14	15.02
4 YD	75.08	112.04	151.31	194.04	239.09	311.85	20.79
8 YD	112.04	188.27	231.00	295.68	371.91	474.71	28.88
4 Yd Comp	107.42	213.68	319.94	429.66	535.92	643.34	24.26
5 Yd Comp	133.98	267.96	403.10	535.92	671.06	803.88	31.19
6 Yd Comp	161.70	321.09	482.79	643.34	803.88	965.58	38.12
8 Yd Comp	213.68	429.66	643.34	857.01	1071.84	1286.67	49.67
2 Yd Recy	31.19	46.20	61.22	76.23	91.25	106.26	15.02
4 Yd Recy	46.20	69.30	92.40	115.50	138.60	161.70	20.79
8 Yd Recy	69.30	115.50	161.70	207.90	254.10	300.30	28.88

<u>Size</u>	<u>Lease</u>	<u>Dump</u>
15 yd open	78.54	86.63
30 yd open	117.81	156.92
40 yd open	143.22	180.02
30 yd comp	0.00	174.24
42 yd comp	233.31	198.50
30 yd closed top	198.66	156.92

Misc. Charges

Containers with casters	\$ 4.62
Containers inside fence	\$ 2.31
Delivery Fee	\$ 36.96
Obstruction Charge	\$ 12.71

Chipper

Residential	\$ 51.98
Commercial	\$ 86.63
<i>(There is a 1 hour minimum charge)</i>	

Burned container charges

2 Yd	\$42.74	15 Yd	\$99.33
4 Yd	\$55.44	30 Yd	\$146.69
8 Yd	\$80.85	40 Yd	\$197.51
		42 Yd	\$233.31

ACORD™ CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2

DATE
02/25/2005

PRODUCER 877-945-7378 Willis North America, Inc. - Regional Cert Center 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		INSURERS AFFORDING COVERAGE	NAIC#
INSURED Republic Waste Services of Texas, LTD dba Duncan Disposal 1212 Harrison Avenue Arlington, TX 76011		INSURER A: ACE American Insurance Company	22667-007
		INSURER B: American Alternative Insurance Corporatio	19720-001
		INSURER C: Indemnity Insurance Company of North Amer	43575-001
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	HDOG21707818	11/1/2004	11/1/2005	EACH OCCURRENCE	\$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 3,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 3,000,000
					GENERAL AGGREGATE	\$ 3,000,000
					PRODUCTS - COMP/OP AGG	\$ 3,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY	ISAH0784296A	11/1/2004	11/1/2005	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC AUTO ONLY:	\$
					AGG	\$
B	EXCESS LIABILITY	01A2UM000022006	11/1/2004	11/1/2005	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000
						\$
	DEDUCTIBLE				\$	
	RETENTION \$				\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLRC44170942	11/1/2004	11/1/2005	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SCFC44171077	11/1/2004	11/1/2005	E.L. EACH ACCIDENT	\$ 3,000,000
	OTHER				E.L. DISEASE - EA EMPLOYEE	\$ 3,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Workers Compensation Coverage:
Partners/Executives are Included.

It is agreed that City of Dalworthington Gardens, Texas is included as Additional Insured as respects the General Liability policy, if required by written contract.

CERTIFICATE HOLDER City of Dalworthington Gardens, Texas 2600 Roosevelt Drive Dalworthington Gardens, TX 76016	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Luisa C. Brewer</i>
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AMENDMENT TO SOLID WASTE COLLECTION AGREEMENT

This Amendment to the Solid Waste Collection Agreement (the "Amendment") is entered into as of the 27th day of June 2018, by and between **Republic Waste Services of Texas, Ltd. d/b/a Republic Services of Arlington** ("CONTRACTOR") and **The City of Dalworthington Gardens** ("CITY") (collectively referred to herein as the "Parties" and individually as a "Party").

WHEREAS, CONTRACTOR and the CITY are parties to Solid Waste Collection Agreement effective as of March 1, 2005, amended vide amendments dated May 1, 2008, March 1, 2010 and March 1, 2015 (hereinafter collectively referred to as "Agreement") to provide certain services in accordance with the Agreement;

AND WHEREAS, the Parties desire to amend certain terms of the Agreement which shall take effect from September 01, 2018.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants herein contained and other consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Parties agree as follows:

1. Except as specifically provided in this Amendment, each and every provision of the Agreement, as extended through the date hereof, remains, and is, in all respects, in full force and effect.
2. **LEGAL ENTITY**: The correct legal entity to sign the Agreement and this Amendment and perform the services for Contractor is "Republic Waste Services of Texas, Ltd. d/b/a Republic Services of Arlington"; hence all references to Hauler in the Agreement shall mean and refer to "Republic Waste Services of Texas, Ltd. d/b/a Republic Services of Arlington".
3. **TERM**. The term of the Agreement is hereby extended for a period of five (5) years effective from September 01, 2018 and shall remain in full force and effect through August 30, 2023.
4. **ARTICLE VII**: This Article is hereby amended to change the rates for Residential recycling.

"With effect from September 1, 2018, rates for the residential recycling, additional cart and for the replacement cart rate will be as per the Attachment 1. For avoidance of doubt, rates for all other services will remain the same till March 1, 2019 that is the next price escalation date."

5. **Article III**: Paragraph one of this Article is hereby amended to amend the recycling receptacle issued to residents:
 1. "CONTRACTOR shall provide a sixty-five gallon recycling cart to each residential customer. After the initial distribution of recycling carts to residents, CONTRACTOR shall deliver at no charge, a recycle cart to new residents moving into a residential unit of the CITY where there is no existing recycling cart located on the premises. Residential customers shall contact CONTRACTOR to request a repair or replacement of damaged, lost or stolen

recycling carts. CONTRACTOR may assess a fee for damaged, lost or stolen carts where there are, in the opinion of the CONTRACTOR, repeated instances of damage or replacement of the cart by a particular resident.”

In witness whereof, the parties have entered into this Amendment to be effective as of the date first written above.

CONTRACTOR:

CITY:

**REPUBLIC WASTE SERVICES OF
TEXAS, LTD. D/B/A REPUBLIC
SERVICES OF ARLINGTON**

**THE CITY OF DALWORTHINGTON
GARDENS**

Signature: James Macaluso

Signature: Laurie Bianco

AMENDED "Attachment 1"
CITY OF DALWORTHINGTON GARDENS

RATE SHEET - EFFECTIVE DATE: September 15, 2018

Residential - Trash	\$ 9.66	Sales tax rate	8.25%
Residential Recycle	\$ 3.82		
Total Residential	\$ 13.48		
Additional Cart	\$ 1.75 (each additional cart)		
Cart Replacement	\$ 60.00 (Lost or stolen)		
Commercial Hand Rate -1st cubic yard	\$ 15.80		
Each additional cubic yard	\$ 7.40		

SIZE	1 TIME PER WEEK		2 TIME PER WEEK		3 TIME PER WEEK		4 TIME PER WEEK		5 TIME PER WEEK		6 TIME PER WEEK		EXTRA DUMP
	RATE	DEPOST	RATE	DEPOST	RATE	DEPOST	RATE	DEPOST	RATE	DEPOST	RATE	DEPOST	
2 YD-FL	\$ 72.18	\$ 78.00	\$ 117.29	\$ 127.00	\$ 166.00	\$ 180.00	\$ 209.32	\$ 227.00	\$ 258.07	\$ 279.00	\$ 339.23	\$ 367.00	\$ 23.47
4 YD-FL	\$ 117.29	\$ 127.00	\$ 175.05	\$ 189.00	\$ 236.39	\$ 256.00	\$ 303.16	\$ 328.00	\$ 373.52	\$ 404.00	\$ 487.19	\$ 527.00	\$ 32.49
8 YD-FL	\$ 175.05	\$ 189.00	\$ 294.14	\$ 318.00	\$ 360.91	\$ 391.00	\$ 461.93	\$ 500.00	\$ 581.03	\$ 629.00	\$ 741.64	\$ 803.00	\$ 45.12
4 YD PKR	\$ 167.82	\$ 182.00	\$ 333.83	\$ 361.00	\$ 499.84	\$ 541.00	\$ 671.27	\$ 727.00	\$ 837.28	\$ 906.00	\$ 1,005.08	\$ 1,088.00	\$ 37.92
5 YD PKR	\$ 209.32	\$ 227.00	\$ 418.63	\$ 453.00	\$ 629.77	\$ 682.00	\$ 837.28	\$ 906.00	\$ 1,048.41	\$ 1,135.00	\$ 1,255.91	\$ 1,360.00	\$ 48.74
6 YD PKR	\$ 252.65	\$ 273.00	\$ 501.65	\$ 543.00	\$ 754.27	\$ 816.00	\$ 1,005.08	\$ 1,088.00	\$ 1,255.91	\$ 1,360.00	\$ 1,508.53	\$ 1,633.00	\$ 59.55
8 YD PKR	\$ 333.83	\$ 361.00	\$ 671.27	\$ 727.00	\$ 1,005.08	\$ 1,088.00	\$ 1,338.91	\$ 1,449.00	\$ 1,674.55	\$ 1,813.00	\$ 2,010.17	\$ 2,176.00	\$ 77.59
2 YD RECY	\$ 48.74	\$ 53.00	\$ 72.18	\$ 78.00	\$ 95.63	\$ 104.00	\$ 119.09	\$ 129.00	\$ 142.56	\$ 154.00	\$ 166.00	\$ 180.00	\$ 23.47
4 YD RECY	\$ 72.18	\$ 78.00	\$ 108.27	\$ 117.00	\$ 144.37	\$ 156.00	\$ 180.45	\$ 195.00	\$ 216.54	\$ 234.00	\$ 252.65	\$ 273.00	\$ 31.73
8 YD RECY	\$ 108.27	\$ 117.00	\$ 180.45	\$ 195.00	\$ 252.65	\$ 273.00	\$ 324.81	\$ 352.00	\$ 396.98	\$ 430.00	\$ 469.18	\$ 508.00	\$ 45.12
ENCLOSURE	\$ 14.95	MONTH	\$ 29.90	MONTH	\$ 44.85	MONTH	\$ 59.80	MONTH	\$ 74.75	MONTH	\$ 89.70	MONTH	

ROLL OFF CHARGES

SIZE	LEASE RATE	DUMP CHARGE	Burned Container Fees	Misc Charges
30-yd - OT	\$ 184.04	\$ 245.17	2 yd \$ 66.78	Containers with Casters \$ 7.22
40-yd - OT	\$ 223.76	\$ 281.24	4 yd \$ 86.61	Containers inside fence \$ 3.45
30-yd Pkr	OPEN	\$ 272.23	8 yd \$ 126.33	Delivery Fee \$ 57.73
42-yd - Pk Body	\$ 364.50	\$ 310.11	30 yd \$ 229.18	Obstruction Charge \$ 19.86
30-yd - CT	\$ 310.37	\$ 245.00	40 yd \$ 308.57	Residential Chipper \$ 92.62
			42 yd \$ 364.50	Additional Yardage Fee \$ 13.18
				Lockbar Fee \$ 6.67
Landfill Tonnage Fee	\$ 26.09			Lockbar Installation Fee \$ 66.77

Republic Waste Services of Texas, Ltd., D/B/A Republic Services of Arlington

MAYOR- DALWORTHINGTON GARDENS

DATE

DATE

City of Dalworthington Gradens

Contract Start Date 07/01/78

Date of Last Increase 3/1/2021

Amount of Last Increase

Residential 2.60%
Commercial 3.13%

CPI Calculation

Series Id: CUUR0000SEHG02

Not Seasonally Adjusted

Area: U.S. city average

Item: Garbage and trash collection

Base Period: DECEMBER 1983=100

Average Annual Increase 4.61% (See attaced CPI Data Worksheet)

Residential	Trash	Recycle**	Total	
Current Total Residential Rate	\$ 10.76	\$ 4.65	\$ 15.41	
Increase %	4.61%	-10.93%	-0.08%	
Amount of Increase	\$ 0.50	\$ (0.51)	\$ (0.01)	
New Residential Rate	\$ 11.26	\$ 4.14	\$ 15.40	-0.05%

**** See separate worksheet**

	Current	Incr %	Incr Amt	New Rate
Add'l Cart	\$ 1.95	4.61%	\$ 0.09	\$ 2.04
Replacement Cart	\$ 66.80	4.61%	\$ 3.08	\$ 69.88

Commercial Hand Collect	Current Rate	Incr %	Incr Amt	New Rate
!st cubic yard	\$ 17.59	4.61%	\$ 0.81	\$ 18.40
Each add'l yard	\$ 8.24	4.61%	\$ 0.38	\$ 8.62
Recycle Cart	\$ 5.71	0%	\$ -	\$ 5.71

New Commercial Hand Rate

Commercial Containers

2-yard	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	Extra
Current Rate	\$ 80.35	\$ 130.57	\$ 184.79	\$ 233.02	\$ 287.28	\$ 377.63	\$ 26.13
Increase %	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%
Net Increase	\$ 3.70	\$ 6.02	\$ 8.52	\$ 10.74	\$ 13.24	\$ 17.41	\$ 1.20
New Rate	\$ 84.06	\$ 136.59	\$ 193.31	\$ 243.76	\$ 300.53	\$ 395.04	\$ 27.33

4-yard	2xwk	3xwk	4xwk	5xwk	6xwk	Extra	
Current Rate	\$ 130.57	\$ 194.87	\$ 263.15	\$ 337.48	\$ 415.80	\$ 542.34	\$ 36.17
Increase %	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%
Net Increase	\$ 6.02	\$ 8.98	\$ 12.13	\$ 15.56	\$ 19.17	\$ 25.00	\$ 1.67
New Rate	\$ 136.59	\$ 203.85	\$ 275.28	\$ 353.04	\$ 434.97	\$ 567.34	\$ 37.84

8-yard	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	Extra
Current Rate	\$ 194.87	\$ 327.44	\$ 401.77	\$ 514.22	\$ 646.80	\$ 825.60	\$ 50.23
Increase %	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%
Net Increase	\$ 8.98	\$ 15.09	\$ 18.52	\$ 23.71	\$ 29.82	\$ 38.06	\$ 2.32
New Rate	\$ 203.85	\$ 342.53	\$ 420.29	\$ 537.93	\$ 676.62	\$ 863.66	\$ 52.54

4 yd Pkr	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	Extra
Current Rate	\$ 186.82	\$ 371.62	\$ 556.42	\$ 747.26	\$ 932.06	\$ 1,118.86	\$ 42.21
Increase %	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%
Net Increase	\$ 8.61	\$ 17.13	\$ 25.65	\$ 34.45	\$ 42.97	\$ 51.58	\$ 1.95
New Rate	\$ 195.43	\$ 388.75	\$ 582.07	\$ 781.71	\$ 975.03	\$ 1,170.44	\$ 44.16

5 yd Pkr	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	Extra
Current Rate	\$ 233.02	\$ 466.02	\$ 701.06	\$ 932.06	\$ 1,167.09	\$ 1,398.08	\$ 54.26
Increase %	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%
Net Increase	\$ 10.74	\$ 21.48	\$ 32.32	\$ 42.97	\$ 53.80	\$ 64.45	\$ 2.50
New Rate	\$ 243.76	\$ 487.50	\$ 733.38	\$ 975.03	\$ 1,220.90	\$ 1,462.53	\$ 56.76

6 yd Pkr	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	Extra
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Current Rate	\$ 281.25	\$ 558.44	\$ 839.66	\$ 1,118.86	\$ 1,398.08	\$ 1,679.30	\$ 66.29
Increase %	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%
Net Increase	\$ 12.97	\$ 25.74	\$ 38.71	\$ 51.58	\$ 64.45	\$ 77.42	\$ 3.06
New Rate	\$ 294.22	\$ 584.18	\$ 878.36	\$ 1,170.44	\$ 1,462.53	\$ 1,756.72	\$ 69.35

8- yd Pkr	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>	<u>Extra</u>
Current Rate	\$ 371.62	\$ 747.26	\$ 1,118.86	\$ 1,490.48	\$ 1,864.11	\$ 2,237.73	\$ 86.37
Increase %	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%
Net Increase	\$ 17.13	\$ 34.45	\$ 51.58	\$ 68.71	\$ 85.94	\$ 103.16	\$ 3.98
New Rate	\$ 388.75	\$ 781.71	\$ 1,170.44	\$ 1,559.19	\$ 1,950.05	\$ 2,340.89	\$ 90.36

Commercial Recycling

<u>2-yard</u>	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>	<u>Extra</u>
Current Rate	\$ 80.35	\$ 130.56	\$ 184.79	\$ 233.01	\$ 287.29	\$ 377.63	\$ 26.12
Increase %	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%
Net Increase	\$ 3.70	\$ 6.02	\$ 8.52	\$ 10.74	\$ 13.24	\$ 17.41	\$ 1.20
New Rate	\$ 84.05	\$ 136.58	\$ 193.31	\$ 243.75	\$ 300.53	\$ 395.04	\$ 27.33

<u>4-yard</u>	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>	<u>Extra</u>
Current Rate	\$ 130.56	\$ 194.86	\$ 263.15	\$ 337.48	\$ 415.80	\$ 542.34	\$ 36.17
Increase %	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%
Net Increase	\$ 6.02	\$ 8.98	\$ 12.13	\$ 15.56	\$ 19.17	\$ 25.00	\$ 1.67
New Rate	\$ 136.58	\$ 203.85	\$ 275.28	\$ 353.04	\$ 434.97	\$ 567.34	\$ 37.84

<u>8-yard</u>	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>	<u>Extra</u>
Current Rate	\$ 194.86	\$ 327.44	\$ 401.76	\$ 514.23	\$ 646.80	\$ 825.60	\$ 50.22
Increase %	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%	4.61%
Net Increase	\$ 8.98	\$ 15.09	\$ 18.52	\$ 23.71	\$ 29.82	\$ 38.06	\$ 2.32
New Rate	\$ 203.85	\$ 342.53	\$ 420.28	\$ 537.93	\$ 676.62	\$ 863.66	\$ 52.54

Roll Offs

<u>Size/Service</u>	<u>Current Rate</u>	<u>Incr %</u>	<u>Incr Amount</u>	<u>New Rate</u>
30 yd Rental	\$ 204.87	4.61%	\$ 9.44	\$ 214.32
30 yd Haul	\$ 272.92	4.61%	\$ 12.58	\$ 285.51
40 yd Rental	\$ 249.09	4.61%	\$ 11.48	\$ 260.57
40 yd Haul	\$ 313.08	4.61%	\$ 14.43	\$ 327.51
30 yd Pkr Haul	\$ 303.05	4.61%	\$ 13.97	\$ 317.02
42 yd Pkr Body Rental	\$ 405.76	4.61%	\$ 18.71	\$ 424.47
42 yd Pkr Body Haul	\$ 345.22	4.61%	\$ 15.91	\$ 361.13
30 yd CT - Rental	\$ 345.50	4.61%	\$ 15.93	\$ 361.43
30 yd CT - Haul	\$ 272.73	4.61%	\$ 12.57	\$ 285.31
Landfill Tonnage Fee	\$ 29.04	4.61%	\$ 1.34	\$ 30.38

Burned Container Fees

<u>Size</u>	<u>Current Rate</u>	<u>Increase %</u>	<u>Increase Amt</u>	<u>New Rate</u>
2 yd	\$ 74.34	4.61%	\$ 3.43	\$ 77.77
4 yd	\$ 96.41	4.61%	\$ 4.44	\$ 100.86
8 yd	\$ 140.63	4.61%	\$ 6.48	\$ 147.11
30 yd	\$ 255.12	4.61%	\$ 11.76	\$ 266.88
40 yd	\$ 343.50	4.61%	\$ 15.84	\$ 359.34
42 yd	\$ 405.76	4.61%	\$ 18.71	\$ 424.47

Misc Charges

<u>Service Description</u>	<u>Current Rate</u>	<u>Increase %</u>	<u>Increase Amt</u>	<u>New Rate</u>
Containers with caster	\$ 8.04	4.61%	\$ 0.37	\$ 8.41
Containers inside fence	\$ 3.69	4.61%	\$ 0.17	\$ 3.86
Delivery Fee	\$ 64.27	4.61%	\$ 2.96	\$ 67.23
Obstruction Charge	\$ 22.11	4.61%	\$ 1.02	\$ 23.13
Residential Chipper	\$ 103.10	4.61%	\$ 4.75	\$ 107.86
Additional Yardage Fee	\$ 14.67	4.61%	\$ 0.68	\$ 15.35
Containers with lockbar	\$ 7.43	4.61%	\$ 0.34	\$ 7.77
Lockbar/Caster Installation	\$ 74.33	4.61%	\$ 3.43	\$ 77.76

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AMENDED "Attachment 1"

CITY OF DALWORTHINGTON GARDENS

RATE SHEET - EFFECTIVE DATE: March 1, 2021

Residential - Trash	\$ 11.26	Sales tax rate	8.25%
Residential - Recycle	\$ 4.14		
Total Residential	\$ 15.40		
Add'l Cart	\$ 2.04	(each additional cart)	
Replacement Cart	\$ 69.88	(Lost or stolen)	
Commercial Hand Rate -1st cubic yard	\$ 18.40		
Each additional cubic yard	\$ 8.62		

RESOLUTION NO. 2022-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS APPROVING THE CITY FEE SCHEDULE

WHEREAS, the City Council of the City of Dalworthington Gardens, Texas ("City") seeks to provide for reasonable fees and charges for services provided by City departments, use of City property, and purchase of certain goods provided by the City in order to recoup the cost of conducting municipal business on the public's behalf without unduly relying on taxes; and

WHEREAS, from time to time the City Fee Schedule shall be amended as deemed necessary by the city council by resolution; and

WHEREAS, the City deems it necessary to amend rates for garbage and recycling services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS:

SECTION 1. The City Fee schedule is hereby adopted and attached hereto as Exhibit "A".

SECTION 2. EFFECTIVE DATE. This resolution and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect on the date of passage and upon execution by the mayor and city secretary as set forth below.

SECTION 3. PROPER NOTICE AND MEETING. It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED AND APPROVED this 17th day of February, 2022.


Laurie Bianco, Mayor
City of Dalworthington Gardens, Texas

ATTEST:



Lola Hazel, City Secretary
City of Dalworthington Gardens, Texas

**CITY OF DALWORTHINGTON GARDENS
FEE SCHEDULE**

ARTICLE A1.000 GENERAL PROVISIONS

Sec. A1.001 Adoption of Fee Schedule

The city council shall adopt the official fee schedule of the city from time-to-time by resolution and the fee schedule shall be maintained in the office of the city secretary. The city council may review the fee schedule at any time and may, by resolution, increase or decrease said fees within the schedule, or add or eliminate fees within the schedule, upon a determination that said change is warranted. An updated fee schedule shall be publicly available and maintained at all times by the city secretary.

Sec. A1.002 Payment Required

All persons, firms or corporations applying for licenses, permits or other city services that by their nature require the applicant to pay a fee incident to such application shall pay the fees as prescribed in the official fee schedule of the city.

Sec. A1.003 Collection and use of fees

It shall be unlawful for any person, firm or corporation to conduct any activity or commence any use for which payment of a fee is required until such fee has been paid. A violation of this section shall be punishable by a fine not to exceed five hundred dollars (\$500.00) for each offense.

ARTICLE A2.000 ADMINISTRATIVE SERVICES

Sec. A2.001 Public records/public information

- (a) Paper copy - 8-1/2 x 11, per page: \$0.10.
- (b) Paper copy - 8-1/2 x 14, per page: \$0.50.
- (c) Paper copy - 11 x 17, per page: \$0.50.
- (d) Specialty paper copy (e.g.: Mylar, blueprint, blueline, map, photographic): Actual cost.
- (e) DVD*: \$3.00.
- (f) CD-R or CD-RW: \$1.00.
- (g) Other electronic media: Actual cost.
- (h) Labor charge (over 50 pages): \$15.00/hour.
 - (1) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:
 - (A) Two or more separate buildings that are not physically connected with each other;
 - (B) A remote storage facility; or
 - (C) Two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.
- (i) Programming labor: \$28.50/hour.
- (j) Remote document retrieval: Actual cost.
- (k) Computer resource charge: \$2.50/hour.
- (l) Overhead (over 50 pages): 20% of labor cost.
- (m) Miscellaneous supplies (such as labels, boxes, and other supplies used to produce the requested

information): Actual cost.

(n) Postage and shipping charge: Actual cost.

Sec. A2.002 Public safety costs and fees

(a) Accident report:

- (1) \$6.00 for regular copy.
- (2) \$8.00 for certified copy.

(b) Fingerprinting: \$10.00.

(c) Personnel costs (incurred in hazardous materials or utility break cases):

- (1) Police, fire or EMT: \$50.00/hour.
- (2) Hazardous materials technician: \$70.00/hour.
- (3) Incident commander/safety officer: \$75.00/hour.
- (4) Fire marshal/fire inspector: \$50.00/hour.
- (5) Public works inspector: \$45.00/hour.

(d) Equipment costs (incurred in hazardous materials or utility break cases):

- (1) Patrol unit: \$75.00/hour.
- (2) Police motorcycle: \$50.00/hour.

(e) Records copies: As in [section A2.001](#).

Sec. A2.003 Other administrative costs

(a) Returned checks: \$30.00.

(b) Newsletter advertising:

- (1) Half page - 12 months: \$1,500.00.
- (2) Half page - 6 months: \$1,000.00.
- (3) Half page - 1 month: \$250.00.
- (4) Quarter page - 12 months: \$1,000.00.
- (5) Quarter page - 6 months: \$600.00.
- (6) Business card - 12 months: \$350.00.
- (7) Business card - 6 months: \$200.00.
- (8) Business card - 1 month: \$75.00.

(c) Confidentiality maintenance of utility records: One-time \$3.00 fee.

ARTICLE A3.000 CONSTRUCTION SERVICES

Sec. A3.001 Contractor registration and licensing

(a) Contractor registration: Registration is required pursuant to Section 3.10.002 of the Dalworthington Gardens Code of Ordinances but no registration fee is required.

Sec. A3.002 Building permits and inspections

(a) New residential construction.

Square Footage (S.F.)	Fee
0–1,500 S.F.	\$942.00
1,501–10,000 S.F.	\$942.00 for the first 1,500 S.F. plus \$0.45 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$4,767.00 for the first 10,000 S.F. plus \$0.20 for each additional S.F. over 10,000 S.F.

(b) Alteration/addition for residential construction.

Trade Permits	Fee
Building, mechanical, electrical, plumbing, fuel gas and similar	\$120.00 per trade
Shut off valve installation not accompanied by other work	\$25 per valve
Other projects not listed above	\$200.00 per trade

(c) Commercial and multifamily construction permit fees.

Valuation	Fee
\$1.00 to \$10,000.00	\$100.00
\$10,001.00 to \$25,000.00	\$125.00 for the first \$10,000.00 plus \$7.00 additional \$1,000.00
\$25,001.00 to \$50,000.00	\$191.00 for the first \$25,000.00 plus \$6.00 additional \$1,000.00
\$50,001.00 to \$100,000.00	\$314.00 for the first \$50,000.00 plus \$5.00 additional \$1,000.00
\$100,001.00 to \$500,000.00	\$485.00 for the first \$100,000.00 plus \$4.00 additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$1,580.00 for the first \$500,000.00 plus \$3.00 additional \$1,000.00
\$1,000,001.00 and up	\$2,736.00 for the first \$1,000,000.00 plus \$2.00 additional \$1,000.00

(d) Commercial and multifamily construction inspections.

Valuation	Fee
\$1.00 to \$10,000.00	\$100.00
\$10,001.00 to \$25,000.00	\$135.00 for the first \$10,000.00 plus \$11.00 additional \$1,000.00
\$25,001.00 to \$50,000.00	\$294.00 for the first \$25,000.00 plus \$8.00 additional \$1,000.00
\$50,001.00 to \$100,000.00	\$483.00 for the first \$50,000.00 plus \$6.00 additional \$1,000.00
\$100,001.00 to \$500,000.00	\$746.00 for the first \$100,000.00 plus \$5.00 additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$2,426.00 for the first \$500,000.00 plus \$4.00 additional \$1,000.00
\$1,000,001.00 and up	\$4,207.00 for the first \$1,000,000.00 plus \$3.00 additional \$1,000.00

(e) Reinspection: \$100.00.

(f) House mover's permit: \$250.00.

(g) Miscellaneous construction:

(1) Any permit required item not otherwise specified: \$100.00.

(2) Fence: \$75.00.

(3) Roof: \$200.00.

(4) Structural repair to building foundation: \$200.00.

(5) Underground storage tank: \$100.00.

(6) Retaining wall: \$100.00.

(7) Commercial only:

(A) Canopy: Based on value as set forth in subsection (c) and (d) above.

(B) Tent: Based on value as set forth in subsection (c) and (d) above.

(8) Residential only:

(A) Garage, carport, patio cover, accessory structure, storage building, etc., accessory use only: Based on square footage as set forth in subsection (a) above.

(B) Swimming pool or outdoor spa:

(i) In ground: \$200.00.

(ii) Above ground: \$50.00.

(iii) If engineering review is necessary, actual invoice cost is added to appropriate permit fee amounts as noted in subsection (a) and (b) above.

- (9) Lay, construct, build, repair or rebuild any sidewalk, curb, gutter, drive approach, or driveway: \$200.00.

Sec. A3.003 Sign permits and inspections

- (a) Advertising (billboards): \$500.00.
- (b) Temporary advertising signs (unless specifically exempted from permit requirements): Based on value as set forth in section A3.002(c)
- (c) All other signs: Based on value as set forth in section A3.002(c).
- (d) Real estate signs smaller than 20 square feet shall not require a permit.
- (e) Change in copy or in sign face shall constitute a new sign for fee purposes.

Sec. A3.004 Certificate of occupancy

- (a) New construction: \$100.00.
- (b) Change of occupancy: \$100.00.
- (c) Temporary, for cleaning and showing premises without other use: \$100.00.

Sec. A3.005 Fire permits and inspections

Both permit fees and inspections fees are applicable for each project.

- (1) Fire alarm permit for installation.
- (A) 1–10 devices: \$150.00.
 - (B) 11–25 devices: \$175.00.
 - (C) 26–100 devices: \$250.00.
 - (D) 101–200 devices: \$425.00.
 - (E) 201–500 devices: \$500.00.
 - (F) Per device over 500: \$1.00.
- (2) Fire sprinkler permit for installation.
- (A) 1–19 heads: \$125.00.
 - (B) 20–100 heads: \$225.00.
 - (C) 101–300 heads: \$350.00.
 - (D) 301–1,000 heads: \$450.00.
 - (E) Per head over 1,000: \$1.00.
- (3) Single-family residential fire plan review services.
- (A) Fire code plan review services: \$210.00.
 - (B) Fire code inspection services: \$480.00.
- (4) Fire code plan review services - commercial and multifamily construction (each fire alarm system and fire sprinkler system). Fee is for each system. Fire alarm system and fire sprinkler system assessed separately.
- (A) Less than \$6,250.00: \$240.00.
 - (B) \$6,250.00–\$250,000.00: \$360.00.
 - (C) \$251,000.00–\$500,000.00: \$510.00.
 - (D) \$501,000.00–\$1,000,000.00: \$660.00.
 - (E) \$1,001,000.00–\$3,000,000.00: \$960.00.

- (F) \$3,001,000.00–\$6,000,000.00: \$1,440.00.
 - (G) \$6,000,000.00 and up: \$1,440.00 plus \$0.46 for each additional \$1,000.00.
- (5) Fire code inspection services - commercial and multifamily construction (each fire alarm system and fire sprinkler system).
- (A) Less than \$6,250.00: \$360.00.
 - (B) \$6,250.00–\$250,000.00: \$510.00.
 - (C) \$251,000.00–\$500,000.00: \$630.00.
 - (D) \$501,000.00–\$1,000,000.00: \$810.00.
 - (E) \$1,001,000.00–\$3,000,000.00: \$1,140.00.
 - (F) \$3,001,000.00–\$6,000,000.00: \$1,710.00.
 - (G) \$6,000,000.00 and up: \$1,710.00 plus \$0.46 for each additional \$1,000.00. Valuation is based on construction valuation for project.
- (6) Fire underground.
- (A) Fire code plan review (1 hour minimum): \$120.00 per hour.
 - (B) Fire code plan inspection (1 hour minimum): \$120.00 per hour.
- (7) Fire extinguisher suppression system.
- (A) Per permit, one inspection: \$420.00.
 - (B) Each reinspection: \$120.00.
- (8) Fire certificate of occupancy inspections. Minimum one hour per inspection: \$180.00 per hour.
- (9) Annual commercial fire safety inspections and reinspections. \$130.00.
- (10) Underground/aboveground fuel storage tanks.
- (A) Fire code plan review: \$420.00.
 - (B) Fire code inspection: \$540.00.
- (11) Site plan.
- (A) Fire code plan review (2 hour minimum): \$150.00 per hour.
 - (B) Fire code plan inspection (2 hour minimum): \$150.00 per hour.
- (12) Fire pump - additional. \$250.00.
- (13) Residential automatic sprinkler system. \$150.00.
- (14) Installation of underground piping and private fire hydrants.
- (A) First 200 feet or portion thereof, including any fire hydrants: \$100.00.
 - (B) For every additional 400 feet or portion thereof, including fire hydrants: \$200.00.
- (15) Resubmittal fee for fire permit plans that have been resubmitted more than two times: \$85.00.
- (16) Removal of underground flammable/combustible liquid storage tanks: \$55.00 per tank.
- (17) Installation of special locking systems: \$200.00.
- (18) Installation of flammable/combustible container smaller than 120 gallons water capacity: \$75.00 per container.
- (19) Installation of flammable/combustible container larger than 120 gallons water capacity: \$150.00 per container.
- (20) Operational business permits. Operational permit fees of \$55.00 are required annually for any business with operations set forth in IFC 105.6. sections 105.6.1 through 105.6.48.

ARTICLE A4.000 WATER AND SEWER SERVICE

(a) Sewer connection fee: \$130.00.

(b) Tap and access fees:

(1) Tap fees:

(A) Meter charge: Labor cost of \$50.00 per hour plus actual cost of meter.

(B) City tap fees: Actual cost of third-party invoice cost plus \$25.00 administrative fee.

(C) The following sized meters are used in the city: 3/4", 5/8", 1", 1-1/2", and 2".

(2) Street cut requires city council approval.

(3) Access fees: Fort Worth system access fees for water shall be as set and assessed by the City of Fort Worth pursuant to the wholesale water contracts between Fort Worth and Dalworthington Gardens. This is an additional cost to the city's tap fees.

(c) Water service rates:

(1) The following rates per month shall be the rates charged for water service furnished to the customer within the corporate limits of the city:

(A) Residential and commercial rates:

Gallons of Water	Residential Rate	Commercial Rate
First 2,000 gallons (minimum)	\$30.00	\$55.00
Over 2,000 gallons (per 1,000 gallons)	\$4.25	\$4.25

(B) Bulk rates: To purchasers of water from the city in bulk quantities per contract \$9.75 per 1,000 gallons, and a \$350.00 minimum charge regardless of usage.

(2) The schedule in subsection (1) of this section is based upon the amount of water used, as measured by a single meter, in increments of one thousand (1,000) gallons.

(d) Sewer service rates:

(1) The following rates per month, based upon water consumption, shall be the rates charged for sewer service furnished to the customers within the corporate limits of the city:

Gallons of Water	Residential Rate	Commercial Rate
First 2,000 gallons (minimum)	\$25.00	\$55.00
Over 2,000 gallons (per 1,000 gallons)	\$4.00	\$4.00

For residential only, a maximum of 15,000 gallons will be billed.

(e) Water and sewer fees - miscellaneous:

(1) Meter upgrades: Cost of meter.

(2) Portable meter equipment deposit: \$1,500.00 refundable deposit to the account, less any equipment damage costs.

(3) Portable meter water bill deposit: \$500.00 refundable deposit to the account.

(4) New meter box: \$100.00.

(5) New meter box cover: \$20.00.

(6) Water account deposit (refundable): \$125.00.

- (7) Connection and reconnection: \$20.00.
- (8) Disconnect for nonpayment: \$40.00.
- (9) After-hours callout fee: \$50.00 for first hour, then real time staff billable hours thereafter.
- (10) Meter re-read at customer request (if first reading correct): \$25.00.
- (11) Pressure test: \$45.00.
- (12) Negotiated payment plans: \$20.00 per arrangement. Cannot extend beyond twelve months from the payment plan date.
- (13) Payment extensions: \$20.00 per extension. Cannot extend beyond next month's due date.
- (14) Backflow permit: \$35.00.

ARTICLE A5.000 DEVELOPMENT RELATED FEES

- (a) Development inspection fee: \$200.00 plus any third-party costs in excess of this amount.
- (b) Abandonment of right-of-way: \$250.00.
- (c) Structure moving permit: \$250.00.
- (d) Development review: \$750.00 plus any third-party review costs in excess of this amount.
- (e) Demolition permit: \$50.00.
- (f) Plats (the sum of all applicable fees included within the below section plus any third-party costs in excess of this amount.)
 - (1) Preliminary: \$750.00 plus \$75.00 per lot for all lots over two.
 - (2) Final: \$750.00 plus \$75.00 per lot for all lots over two.
 - (3) Revision, replat or vacation: \$750.00 plus \$75.00 per lot for all lots over two.
 - (4) Refund on withdrawal of plat:
 - (A) Prior to advertising hearing: 75% of fee.
 - (B) After advertising hearing: 25% of fee.
- (g) Zoning:
 - (1) Change of zoning classification: \$1,500.00 plus \$50.00/acre if not SF zoned.
 - (2) Appeal to zoning board of adjustments: \$500.00.
 - (3) Refund on withdrawal:
 - (A) Prior to advertising hearing: 75% of fee.
 - (B) After advertising hearing: 25% of fee.
 - (4) Zoning verification letter: \$50.00.
- (h) Grading and excavating permit:
 - (1) Less than one acre: \$125.00.
 - (2) One to five acres: \$200.00.
 - (3) Over five acres: \$250.00.
- (i) Street opening permit: \$50.00 per 100 feet of street opening or portion thereof.
- (j) Mobile food unit permit required by section 14.02.223: \$25.00 per permit. One permit may authorize the operation of a mobile food unit at multiple locations.

ARTICLE A6.000 ANIMAL CONTROL SERVICES

- (a) Dogs and cats (per day) (3-day hold): Actual cost in accordance with the fee assessed by the third party city uses for said service.

- (b) Reclaimed animals: \$100.00 per incident plus applicable fees (vaccines, etc. charged by third party).
- (c) Euthanization/disposal fee: Actual cost in accordance with fee assessed by the third party city uses for said service.
- (d) Animal head shipment/rabies testing: Actual cost in accordance with fee assessed by third party city uses for said service.
- (e) Confined animal facility operations permit: The greater of either \$500.00 or the actual cost incurred by the city for engineering services by the city engineer in reviewing any application for the permit or renewal of the permit.
- (f) Any appeal to the board of adjustments of any matter pursuant to [section 2.03.032\(e\)](#) of this code: \$500.00.
- (g) Issuance of confined animal permit and inspection annually: \$100.00.

ARTICLE A7.000 SOLID WASTE COLLECTION, RECYCLING, AND HOUSEHOLD HAZARDOUS WASTE

(a) Solid waste with recycling:

- 1. Residential rates with recycling: \$16.94
- 2. Additional recycling cart: \$2.24
- 3. Commercial curbside pickup: \$22.08

- (b) Household hazardous waste collection fee: \$1.00 per month.

ARTICLE A8.000 HEALTH PERMITS

- (a) Food service and retail food establishment engaged in food preparation (annual fee): \$250.00.
- (b) Retail food establishment not engaged in food preparation (annual fee): \$150.00.
- (c) Temporary food establishment (per permit): \$50.00.
- (d) Public swimming pool or spa (annual fee): \$150.00.
- (e) (2005 Code, sec. 3.3.05(F)(2))
- (f) Mobile food unit or mobile food establishment engaged in food preparation (annual fee): \$100.00.
- (g) Mobile food unit or mobile food establishment not engaged in food preparation (annual fee): \$100.00.

Permit fee collection authority delegated to county. (2005 Code, sec. 3.3.05(F)(2))

ARTICLE A9.000 MISCELLANEOUS FEES

- (a) Pull charge (per vehicle, per pull): \$45.00.
- (b) Door-to-door sales registration under [article 4.03](#): \$2,000.00.
- (c) Alarm fees:
 - (1) Non-city home security alarm permit: \$10.00 annually.
 - (2) Alarm notification service fee:
 - (A) Per false alarm notification under 5 in a 12-month period: No charge.
 - (B) Per false alarm notification 5 to 8 in a 12-month period: \$60.00.
 - (C) Per false alarm notification over 8 in a 12-month period: \$90.00.
- (d) Alcoholic beverage fees: A fee is hereby levied of one-half of the state fee for each permit and license issued by the state alcoholic beverage commission for premises located within the city, pursuant to the authority of section 11.38 and section 61.36 of the Texas Alcoholic Beverage Code.
- (e) Municipal setting designation fees: A fee of \$500.00 is hereby levied for each application for a municipal setting designation for a specific location or specific business operation pursuant to regulations or requirements of the state commission on environmental quality.

- (f) Collection fee: A fee in the amount of thirty percent (30%) on each item for which such fee is permitted to be assessed by Texas Code of Criminal Procedure section 103.0031, such collection fee to be calculated as provided in such section, and subject to the limitations stated in such section and in any other applicable law, state or federal.
- (g) Private water well permit application fee: \$1,500.00.

ARTICLE A10.000 FIRE AND RESCUE FEES

- (a) Mitigation rates based on per hour: The mitigation rates below are average “billing levels,” and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

- (b) Motor vehicle incidents:

- (1) Level 1 - \$435.00. Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level.” This occurs almost every time the fire department responds to an accident/incident.
- (2) Level 2 - \$495.00. Includes level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.
- (3) Level 3 - car fire - \$605.00. Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

- (c) Add-on services:

- (1) Extrication - \$1,305.00. Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.
- (2) Creating a landing zone - \$400.00. Includes air care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).
- (3) Itemized response. The city has the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.
- (4) Additional time on-scene.
 - (A) Engine billed at \$400.00 per hour.
 - (B) Truck billed at \$500.00 per hour.
 - (C) Miscellaneous equipment billed at \$300.00.

- (d) Hazmat:

- (1) Basic response: level 1 - \$700.00. Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.
- (2) Intermediate response: level 2 - \$2,500.00. Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.
- (3) Advanced response: level 3 - \$5,900.00. Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations,

first responder set-up and command, level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - each additional hour at \$300.00 per hazmat team.

(4) Additional time on-scene (for all levels of service).

(A) Engine billed at \$400.00 per hour.

(8) Truck billed at \$500.00 per hour.

(C) Miscellaneous equipment billed at \$300.00.

(e) False alarm billing rates:

(1) The first three (3) false alarms within twelve (12) months in a calendar year are free of charge.

(2) The fourth (4) false alarm and beyond in a twelve (12) month calendar year is billed at \$100.00 but will not exceed \$500.00.

(f) Fire investigation:

(1) Fire investigation team - \$275.00 per hour. Includes:

(A) Scene safety.

(B) Investigation.

(C) Source identification.

(D) K-9/arson dog unit.

(E) Identification equipment.

(F) Mobile detection unit.

(G) Fire report.

(2) The claim begins when the fire investigator responds to the incident and is billed for logged time only.

(g) Fires:

(1) Assignment - \$400.00 per hour, per engine I \$500.00 per hour, per truck. Includes:

(A) Scene safety.

(8) Investigation.

(C) Fire I hazard control.

(2) This will be the most common "billing level." This occurs almost every time the fire department responds to an incident.

(3) Optional: A fire department has the option to bill each fire as an independent event with custom mitigation rates. Itemized, per person, at various pay levels and for itemized products use.

(h) Illegal fires:

(1) Assignment - \$400.00 per hour, per engine; \$500.00 per hour, per truck.

(2) When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably

allocated to the cost of the response.

(i) Water incidents:

(1) Basic response: level 1. Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level.” This occurs almost every time the fire department responds to a water incident. Billed at \$400.00 plus \$50.00 per hour, per rescue person.

(2) Intermediate response: level 2. Includes level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident. Billed at \$800.00 plus \$50.00 per hour, per rescue person.

(3) Advanced response: level 3. Includes level 1 and level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Billed at \$2,000.00 plus \$50.00 per hour per rescue person, plus \$100.00 per hour per hazmat team member.

(4) Itemized response: level 4. The city has the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

(j) Back country or special rescue:

(1) Itemized response. Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used. Minimum billed \$400.00 for the first response vehicle plus \$50.00 per rescue person. Additional rates of \$400.00 per hour per response vehicle and \$50.00 per hour per rescue person.

(k) Chief response: This includes the set-up of command, and providing direction of the incident. This could include operations, safety, and administration of the incident. Billed at \$250.00 per hour.

(l) Miscellaneous/additional time on-scene: Engine billed at \$400.00 per hour. Truck billed at \$500.00 per hour. Miscellaneous equipment billed at \$300.00.

(m) Mitigation rate notes:

(1) The mitigation rates above are average “billing levels,” and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

(2) These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter’s basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

(n) Late fees: If the invoice is not paid within 90 days, a late charge of 10% of the invoice, as well as 1.5% per month, as well as the actual cost of the collections, will be assessed to the responsible party.

ARTICLE A11.000 PARKS AND RECREATION FEES

Sec. A11.001 Park usage fees

(a) Park pavilion rental.

(1) Resident: \$15.00 per 2 hour block.

- (2) Nonresident: \$30.00 per 2 hour block.
- (b) Baseball field rental.
 - (1) Resident: \$15.00 per 2 hour block.
 - (2) Nonresident: \$30.00 per 2 hour block.
- (c) Practice fields rental.
 - (1) Resident: \$15.00 per 2 hour block.
 - (2) Nonresident: \$30.00 per 2 hour block.
- (d) No individual or group may reserve any park facility more frequently than twice per calendar week.
- (e) Deck rental.
 - (1) Resident: \$15.00 per 2 hour block.
 - (2) Nonresident: \$30.00 per 2 hour block.

**City Council
Staff Agenda Report**

Agenda Item: 9j.

Agenda Subject: Discussion and possible action to direct staff on a change to the Personnel Policy regarding defining city holidays as hours worked.

<p>Meeting Date: August 18, 2022</p>	<p>Financial Considerations: Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Financial Stability <input checked="" type="checkbox"/> Appearance of City <input type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence
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Background Information: The current Personnel Policy, as written, does not treat city holidays as “hours worked”. What that means is if a city holiday occurs on a Monday and an employee is called in for any reason to work beyond 40 hours that week, that employee would be paid straight time for those hours and not at an overtime rate. In some ways, it’s defeating to an employee to have to work during that week and know it is not paid at the overtime rate. This happens across every department as there are various reasons both city staff and DPS staff would be required to work overtime during the week. Public works is required to check water every day, and may be called back for emergency leaks. Municipal Court occasionally court at night during these weeks and does not reap the benefits of what would be overtime on a different week. Both police and dispatch are required to work their schedules when it falls on a holiday, so they already receive some overtime, but any other over time hours that week are not paid at the overtime rate.

Staff understands council’s biggest concern will be how this change could affect the budget. It will increase overtime pay some. Staff is putting together a report to show how overtime would have been different during the July 4 week as an example, but it was not ready at the time of this report. It will be provided at the council meeting.

Recommended Action/Motion: Motion to direct staff on a change to the Personnel Policy regarding defining city holidays as hours worked.

Attachments: Personnel Policy Section

Existing language:

4. Overtime Pay

- A. Occasionally, employees may be called on to work overtime. Employees working overtime shall be paid at 1 1/2 times their normal hourly rate or receive compensatory time or at 1 1/2 times the number of hours actually worked, at the discretion of the Department Head.
- B. Overtime compensation shall commence only after the employee has worked the full number of hours during the work period (the work period for police officers is 80 hours every two weeks, the work period for all other positions is 40 hours per week) for which overtime compensation is sought.
- C. Compensatory time shall not be allowed to accumulate beyond 40 hours. All overtime hours must be shown on the employee's time sheet and approved by the Department Head. In the event that the minimum requirements of this policy do not meet the minimum requirements of Federal or State Labor Laws, the minimum requirements of those laws will apply. All classified employees are eligible for overtime or compensatory time as provided in this section.

New Language (highlighted section only):

4. Overtime Pay

- A. Occasionally, employees may be called on to work overtime. Employees working overtime shall be paid at 1 1/2 times their normal hourly rate or receive compensatory time or at 1 1/2 times the number of hours actually worked, at the discretion of the Department Head.
- B. Overtime compensation shall be paid only on the basis of hours worked. "Hours worked" for purposes of this policy shall include all time an employee is actually on duty at the City's establishment or other prescribed work place, or is on holiday leave. "Hours worked" does not include annual leave, sick leave, civil leave, bereavement leave or any other leave, whether with or without pay. Overtime compensation shall be paid when the hours worked by the employee exceeds 80 hours in a 14 day work period for police officers or 40 hours in a seven day work period for all other employees.
- C. Compensatory time shall not be allowed to accumulate beyond 40 hours. All overtime hours must be shown on the employee's time sheet and approved by the Department Head. In the event that the minimum requirements of this policy do not meet the minimum requirements of Federal or State Labor Laws, the minimum requirements of those laws will apply. All classified employees are eligible for overtime or compensatory time as provided in this section.