

ORDINANCE NO. 2021-09

AN ORDINANCE AMENDING THE BUDGET FOR THE CITY OF DALWORTHINGTON GARDENS, TEXAS, FOR THE FISCAL YEAR OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

WHEREAS, an annual operating budget for the fiscal year October 1, 2020 through September 30, 2021, was approved and adopted by the City Council of the City of Dalworthington Gardens, Texas, on September 17, 2020, and

WHEREAS, amendments to said budget have been deemed necessary as itemized in "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, said full and final consideration of said budget amendments have been held in a legally posted public meeting of the Dalworthington Gardens City Council, and it is the consensus of opinion that the budget amendments as submitted, should be approved and adopted.

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

Section 1. The City Council for the City of Dalworthington Gardens, Texas, does hereby ratify, adopt, and approve the budget amendments as itemized in "Exhibit A" for the fiscal year beginning October 1, 2020 through September 30, 2021.

PASSED AND APPROVED on this August 19, 2021.

Laura Bianco, Mayor

ATTEST:

Lola Hazel, City Administrator



DALWORTHINGTON GARDENS

2600 Roosevelt Drive DWG, Texas 76016

BUDGET ADMENDMENT FORM

Date: 6/17/21

Incode Budget# _____

Check all appropriate boxes.

TOTAL AMENDMENT AMOUNT \$ 211.34

- Transfer between departments. Requires department head approval and City Administrator or DPS Director, whichever is applicable.
- Less than \$5,000 and delay **would** cause a business interruption. NO IMPACT TO FUND BALANCE. Council to ratify at the next regular scheduled council meeting.
- Purchase **required** as delay would cause a business interruption. THIS WILL IMPACT FUND BALANCE AND SHALL WAIT UNTIL COUNCIL APPROVAL IS OBTAINED.
- Purchase **required** as delay would cause a business interruption. THIS WILL IMPACT FUND BALANCE AND IS DEEMED EMERGENCY BY MAYOR. Council to ratify at the next regular scheduled council meeting.

AMOUNT: \$ 105.67

FROM DEPARTMENT Public Works

FROM ACCOUNT # 110-60-6825

AMOUNT: \$ 105.67

FROM DEPARTMENT Enterprise Fund

FROM ACCOUNT # 120-40-6825

AMOUNT: _____

FROM DEPARTMENT _____

FROM ACCOUNT # _____

AMOUNT: \$ 105.67

TO DEPARTMENT Park

TO ACCOUNT# 180-40-6825

AMOUNT: \$ 105.67

TO DEPARTMENT Park

TO ACCOUNT# 180-40-6825

AMOUNT: _____

TO DEPARTMENT _____

TO ACCOUNT# _____

EXPLANATION:

Move money from Public Works and Enterprise Fund accounts Maintenance: Equipment to Park Fund account
Maintenance: Equipment to account for correct allocation of costs to maintain equipment used for mowing and taking
care of park. Park Fund originally had no budget set up for these expenses.

From Department Approval: [Signature]
 City Administrator Approval: [Signature]

To Department Approval: [Signature]
 DPS Director Approval: _____

MAYOR APPROVAL, if required: _____

Attach copy of minutes ratifying approval.



Purchase Request Form

Vendor ID: 01-000132
 Vendor Name: United AG&Turf
 Address 1: 3319 North Main
 Address 2: _____
 City, ST ZIP: Cleburne, TX, 76033
 Phone: 817-641-7861

Date: 6/4/2021

ATTN Requestor:

After approval, submit 1 copy to Accounts Payable. Retain original to submit to Accounts Payable when goods and/or



If New Vendor - W9 Form Required - Please Attach

Qty	Description	ACCOUNT NO.			Unit Price	Line Total
		Fund	Dept	Acct#		
1	annual maintenance	110	60	6825	400.00	\$ 400.00
		120	40	6825		

110-60-6825 45.28
 120-40-6825 45.29
 180-40-6825 211.34

180 40 6825

REASON (Please attach necessary supporting data) **Total** \$ 400.00

annual maintenance

amendment needed to move funds to 180/40/6825

BUDGETED:
 YES NO

Paid CC 4739

[Signature] 6/4/21
 Requested By Date

[Signature] 6.4.2021
 Authorized By Date
 City Administrator Approval Date

FOR REQUISITOR USE ONLY:

I CERTIFY THAT ALL GOODS AND/OR SERVICES HAVE BEEN RECEIVED AND/OR COMPLETED

[Signature] 6/16/21
 Signature Date Received

United Ag & Turf
 3319 N Main St
 Cleburne, TX 76033
 Phone: (817) 641-7861
 Fax: (817) 845-4301
 After Hours: (817)



Invoice To Account No: 903827965

Deliver To:

SERVICE INVOICE

CITY OF DALWORTHINGTON GARDENS 2600 ROOSEVELT DR DALWORTHINGTON GARDENS TX 76016 Bus Phone: 817-274-7368 Prv Phone:	CITY OF DALWORTHINGTON GARDENS 2600 ROOSEVELT DR DALWORTHINGTON GARDENS TX 76016 Bus Phone: 817-274-7368 Prv Phone:	<table> <tr> <td>Invoice Number:</td> <td>11523791</td> </tr> <tr> <td>Invoice Date</td> <td>06/16/2021</td> </tr> <tr> <td>Location:</td> <td>03</td> </tr> <tr> <td>Work Order Number:</td> <td>1019675</td> </tr> <tr> <td>Payment Type:</td> <td>Credit Card</td> </tr> <tr> <td>Authorization Number:</td> <td>05874G</td> </tr> <tr> <td>Page:</td> <td>1 of 2</td> </tr> </table>	Invoice Number:	11523791	Invoice Date	06/16/2021	Location:	03	Work Order Number:	1019675	Payment Type:	Credit Card	Authorization Number:	05874G	Page:	1 of 2
Invoice Number:	11523791															
Invoice Date	06/16/2021															
Location:	03															
Work Order Number:	1019675															
Payment Type:	Credit Card															
Authorization Number:	05874G															
Page:	1 of 2															

Make/Model:	Meter	Serial Number:	EQ Id:	Fleet No:
2020 JOHN DEERE Z970R	187	1TC970RCKKT080046	1TC970RCKKT080046	

Service Reminders:

Gen1- Retail

COMPLAINT:

SERVICE MOWER
 CHECK OVER THE MOWER

PRICE QUOTED WAS 286.35

817-713-8644
 817-275-1234

CAUSE:

service and needed new blades

CORRECTION:

removed and installed new blades, fuel filter, air filter removed and replaced spark plugs, also changed engine oil and oil filter, greased unit and cleaned bottom of the deck, rinsed off

PartNumber	Description	Quantity	List Price	Net Price	Extended Price	Taxed Ind
AM107423	OIL FILTER	1.00	7.17	7.17	\$7.17	N
AM116304	FUEL FILTE	1.00	5.16	5.16	\$5.16	N
M131802	FILTER ELE	1.00	19.37	19.37	\$19.37	N
M131803	FILTER ELE	1.00	21.70	21.70	\$21.70	N
M802138	SPARK PLUG	2.00	3.96	3.96	\$7.92	N
TCU15881	BLADE	3.00	20.85	20.85	\$62.55	N
TY22029	TURF-GARD	2.00	3.42	3.42	\$6.84	N

Labor: \$171.20 Parts: \$130.71 OL&M: \$0.00 Misc: \$0.00 Sub-Total: \$301.91

United Ag & Turf
 3319 N Main St
 Cleburne, TX 76033
 Phone: (817) 641-7861
 Fax: (817) 845-4301
 After Hours: (817)



www.unitedagandturf.com



JOHN DEERE

Invoice To Account No: 903827965

Deliver To:

SERVICE INVOICE

CITY OF DALWORTHINGTON GARDENS
 2600 ROOSEVELT DR
 DALWORTHINGTON GARDENS TX 76016

Bus Phone: 817-274-7368
 Prv Phone:

CITY OF DALWORTHINGTON GARDENS
 2600 ROOSEVELT DR
 DALWORTHINGTON GARDENS TX 76016

Bus Phone: 817-274-7368
 Prv Phone:

Invoice Number: **11523791**
 Invoice Date: 06/16/2021
 Location: 03
 Work Order Number: 1019675
 Payment Type: Credit Card
 Authorization Number: 05874G
 Page: 2 of 2

Make/Model:	Meter	Serial Number:	EQ Id:	Fleet No:
2020 JOHN DEERE Z970R	187	1TC970RCKKT080046	1TC970RCKKT080046	

Service Reminders:

Customer PO No:
 Tax Exempt No: GOVT
 Advisor: Natalie Grigsby

Labor: \$171.20
 Parts: \$130.71
 OL&M: \$0.00
 Misc: \$0.00
 Sales Tax: \$0.00

Total: \$301.91

Credit Card Information		Merchant ID:	Terminal ID: 189				Client ID:				Total	
Appl Label	Masked PAN	Card Entry	Result	Auth	AID	TVR	TSI	ARC	IAD	TC	CVM	Total
VISA CREDI1	*****4739	CHIP	APPROVAL	05874G	A000000031010	8080008000	6800	00	06010A03A02000	C4D90AC4D036B	5E0000	\$301.91
										7C7		

TERMS AND CONDITIONS

See numbers above for after hours service. The presentation of an agriculture exemption certificate, that renders any product tax exempt, implies its use is exclusively for agriculture production. Upon signing below I agree to the terms stated above. Thank you for choosing United Ag & Turf, we appreciate your business!

Received by:

Date:
 08.19.2021 Council Packet Pg. 47 of 187



DALWORTHINGTON GARDENS

2600 Roosevelt Drive DWG, Texas 76016

BUDGET AMENDMENT FORM

Date: 8/5/21

Incode Budget# _____

Check all appropriate boxes.

TOTAL AMENDMENT AMOUNT (\$ 3,260.00)

- Transfer between departments. Requires department head approval and City Administrator or DPS Director, whichever is applicable.
- Less than \$5,000 and delay **would** cause a business interruption. NO IMPACT TO FUND BALANCE. Council to ratify at the next regular scheduled council meeting.
- Purchase **required** as delay would cause a business interruption. THIS WILL IMPACT FUND BALANCE AND SHALL WAIT UNTIL COUNCIL APPROVAL IS OBTAINED.
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AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

EXPLANATION:

This amendment is to adjust the CCPD budget for all accounts to match projections as submitted to council on 8/5/21. This will allow staff to utilize Incode Accounting system to track expenditures with projections.

From Department Approval: _____ To Department Approval: _____

City Administrator Approval: _____ DPS Director Approval: 

MAYOR APPROVAL, if required: _____

Attach copy of minutes ratifying approval.

185 - CCPD FUND		2020-21	
Account Number	Account Description	Actual /Projected	Actual/Projected vs Budget
00.4030	Taxes:SalesTax-CrimeControl PD	266,449	29,247
Total Taxes		266,449	\$ 29,247
00.4800	Other Revenue: Interest on Invest	75	(108)
Total Other Revenue		75	\$ (108)
00.4900	Transfer In	10,000	-
Total Other Sources		10,000	\$ -
TOTAL REVENUE		276,524	\$ 29,139
50.6000	Personnel Salaries: Full Time	110,216	(3,865)
50.6020	Personnel Salaries: Overtime	13,849	(777)
50.6036	Personnel: Supplements	5,626	888
50.6025	Personnel: SLBB	-	-
50.6050	Personnel: Longevity Service Pay	-	-
Total Personnel Salary & Wages		129,691	\$ (3,755)
50.6030	Personnel:FICA(SS) & MediCare	9,124	(751)
50.6031	Personnel:SUTA Taxes	-	-
50.6042	Personnel:ER-Life/AD&D Ins	-	-
50-6045	Personnel:Cafeteria TMRS	-	-
50.6046	Personnel:ER-LongTerm Disab	-	-
50.6047	Personnel:Employee Health In	-	-
50.6048	Personnel: Employer HSA	-	-
50.6049	Personnel:ER-ShortTerm Disab	-	-
Total Personnel Taxes & Benefits		9,124	\$ (751)
50.6205	Mat/Supplies: Legal Notices	-	-
50.6270	Mat/Supplies: Emergency Equipment	9,462	2,632
Total Materials & Supplies		9,462	\$ 2,632
50.7015	Consultants: Legal Regular	-	-
Total Consultants: Legal Regular		-	\$ -
50.7335	Contractual-Street Cameras	6,000	-
Total Contractual		6,000	\$ -
50.8085	Other:Interest on Cash Deficit	-	-
Total Other		-	\$ -
50.9100	Capital Outlay:Vehicles	143,545	35,545
50.9350	Capital Outlay:Equipment	21,877	(1,273)
Total Capital Outlay		165,423	\$ 34,273
50.9700	Transfer Out	-	-
Total Uses		-	\$ -
TOTAL EXPENSES		319,700	\$ 32,399
Impact to Fund Balance			(3,260)



DALWORTHINGTON GARDENS

2600 Roosevelt Drive DWG, Texas 76016

BUDGET AMENDMENT FORM

Date: 8/5/21

Incode Budget# _____

Check all appropriate boxes.

TOTAL AMENDMENT AMOUNT \$ 1,994.00

- Transfer between departments. Requires department head approval and City Administrator or DPS Director, whichever is applicable.
- Less than \$5,000 and delay **would** cause a business interruption. NO IMPACT TO FUND BALANCE. Council to ratify at the next regular scheduled council meeting.
- Purchase **required** as delay would cause a business interruption. THIS WILL IMPACT FUND BALANCE AND SHALL WAIT UNTIL COUNCIL APPROVAL IS OBTAINED.
- Purchase **required** as delay would cause a business interruption. THIS WILL IMPACT FUND BALANCE AND IS DEEMED EMERGENCY BY MAYOR. Council to ratify at the next regular scheduled council meeting.

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

EXPLANATION:

This amendment is to adjust the Court Automation budget for all accounts to match projections as submitted to council on 8/5/21. This will allow staff to utilize Incode Accounting system to track expenditures with projections.

From Department Approval: _____ To Department Approval: _____

City Administrator Approval: [Signature] DPS Director Approval: _____

MAYOR APPROVAL, if required: _____

Attach copy of minutes ratifying approval.

118 - Court Automation FUND		2019-20	
		Actual/ Projected	Actual/ Projected vs Budget
Account Number	Account Description		
30.6100	Training & Travel	-	-
Total Materials & Supplies		\$ -	\$ -
30.6230	Mat/Supplies: Office Equipment	4,746	(784)
30.6276	Mat/Supplies: Furnishings	-	-
Total Materials & Supplies		\$ 4,746	\$ (784)
30.7300	Contractual:Computer System	14,534	2,778
Contractual		\$ 14,534	\$ 2,778
30.8070	Other-Miscellaneous	-	-
Total Other		\$ -	\$ -
30.9010	Capital Outlay:Computer/Offc Equip	-	-
30.9030	Capital Outlay:Court Equipment	-	-
Total Other		\$ -	\$ -
TOTAL EXPENSES		\$ 19,280	\$ 1,994



DALWORTHINGTON GARDENS

2600 Roosevelt Drive DWG, Texas 76016

BUDGET AMENDMENT FORM

Date: 8/5/21

Incode Budget# _____

Check all appropriate boxes.

TOTAL AMENDMENT AMOUNT \$ 75,717.00

- Transfer between departments. Requires department head approval and City Administrator or DPS Director, whichever is applicable.
- Less than \$5,000 and delay **would** cause a business interruption. NO IMPACT TO FUND BALANCE. Council to ratify at the next regular scheduled council meeting.
- Purchase **required** as delay would cause a business interruption. THIS WILL IMPACT FUND BALANCE AND SHALL WAIT UNTIL COUNCIL APPROVAL IS OBTAINED.
- Purchase **required** as delay would cause a business interruption. THIS WILL IMPACT FUND BALANCE AND IS DEEMED EMERGENCY BY MAYOR. Council to ratify at the next regular scheduled council meeting.

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

EXPLANATION:

This amendment is to adjust the Enterprise budget for all accounts to match projections as submitted to council on 8/5/21. This will allow staff to utilize Incode Accounting system to track expenditures with projections.

- From Department Approval: _____ To Department Approval: _____
- City Administrator Approval: [Signature] DPS Director Approval: _____

MAYOR APPROVAL, if required: _____

Attach copy of minutes ratifying approval.

ENTERPRISE FUND P&L DETAILS		2020-21	
Account Number	Account Description	Actual/ Projected	Actual/ Projected vs Amended Budget
00.4300	Water Sales: Billed	1,078,147	(3,576)
00.4305	Sewer Sales: Billed	654,433	32,788
00.4315	Permits & Fees:Connection Fees	1,536	(864)
00.4318	Permits & Fees:Sewer Tap Fee	130	-
00.4320	Permits & Fees:Meter & Tap Fee	770	(230)
Total Water/Sewer Sales & Fees		\$ 1,735,016	\$ 28,118
00.4465	Chrg for Serv:Refuse Collectio	179,856	1,667
00.4470	Chrg for Serv:Haz Waste Collection Fee	10,382	(82)
Total Charges for Service		\$ 190,238	\$ 1,585
00.4800	Other Rev:Int from Investments	1,618	1,018
00.4805	Other Rev:Delinquent Charge	20,597	3,528
00.4810	Other Rev:Cellular Tower Lease	6,122	(10,774)
00.4815	Other Rev:CC Online Payments	1,168	(812)
00.4816	Other Rev: Sales Tax Discount	63	27
00.4820	Other Rev: Eqpt Damage Reimburs	-	(500)
00.4887	Other Rev: Grant Cares Act	8,824	8,824
00.4890	Other Rev: Miscellaneous	14,709	14,709
00.4895	Other Rev: Contributed Capital	76,313	76,313
Total Other Revenue		\$ 129,414	\$ 92,333
00.4900	Transfer In	-	-
00.4955	Lease Proceeds	-	-
00.4970	Liability Forgiveness	-	-
Total Other Sources		\$ -	\$ -
TOTAL REVENUES		\$ 2,054,668	\$ 122,035
40.6000	Personnel:Salaries Full Time	239,129	705
40.6005	Personnel:Salaries Part Time	720	720
40.6015	Personnel:Salaries Standby	10,094	206
40.6020	Personnel:Salaries Overtime	7,237	2,814
40.6025	Personnel:Salaries Sick Leave	2,786	(300)
40.6036	Personnel:Supplements	15,016	(21)
40.6050	Personnel:Service Pay-Longevit	961	(8)
Total Salaries & Wages		\$ 275,943	\$ 4,115

ENTERPRISE FUND P&L DETAILS		2020-21	
Account Number	Account Description	Actual/ Projected	Actual/ Projected vs Amended Budget
40.6027	Personnel:Pre-employment Screening	\$ -	\$ -
40.6030	Personnel:FICA(SS) & MediCare	\$ 19,558	\$ (557)
40.6031	Personnel: SUTA Taxes	\$ 1,021	\$ 614
40.6042	Personnel:ER-Life/AD&D Ins	\$ 128	\$ (50)
40.6045	Personnel:TMRS	\$ 63,593	\$ 1,596
40.6046	Personnel:ER Long Term Disab	\$ 751	\$ (96)
40.6047	Personnel:Employee Health Ins	\$ 37,484	\$ (865)
40.6048	Personnel:HSA/HRA	\$ 4,569	\$ 944
40.6049	Personnel:ER Short Term Disab	\$ 525	\$ 57
40.6099	Personnel:TMRS OPEB Supplemental Exp	\$ 500	\$ -
Total Taxes & Benefits		\$ 128,129	\$ 1,643
40.6100	Training & Travel	\$ 6,098	\$ (897)
Total Training & Travel		\$ 6,098	\$ (897)
40.6205	Mat/Supplies: Legal Notices	\$ -	\$ -
40.6215	Mat/Supplies: Office Supplies	\$ -	\$ -
40.6230	Mat/Supplies: Office Equipment	\$ 1,428	\$ 1,378
40.6235	Mat/Supplies: Records Mgmt	\$ 800	\$ -
40.6240	Mat/Supplies: Printing	\$ 4,571	\$ (209)
40.6245	Mat/Supplies: Postage	\$ 5,267	\$ (433)
40.6250	Mat/Supplies: Water Systems	\$ 13,546	\$ (16,974)
40.6275	Mat/Supplies: Equipment	\$ 1,224	\$ 1,224
40.6276	Mat/Supplies: Furnishings	\$ 566	\$ (84)
40.6300	Mat/Supplies: Uniforms	\$ 2,007	\$ (431)
40.6315	Mat/Supplies: Other	\$ 59	\$ 59
40.6350	Mat/Supplies: Fuel	\$ 3,411	\$ 1,287
40.6355	Mat/Supplies: Fuel-W/S Equip	\$ -	\$ (500)
40.6400	Mat/Supplies: Tools & Supplies	\$ 4,034	\$ 2,359
40.6410	Mat/Supplies: Weed & Pest Control	\$ 86	\$ 17
40.6450	Mat/Supplies: Testing Supplies	\$ 1,265	\$ (836)
40.6499	Mat/Supplies: Cost O/H Recovery	\$ 5,407	\$ (31)
Total Materials & Supplies		\$ 43,669	\$ (13,174)
40.6500	Utilities:Electricity	18,567	5,489
40.6505	Utilities:Gas	\$ -	\$ -
40.6510	Utilities:Telephone	\$ 1,185	\$ (15)
40.6520	Utilities: Mobile Data	\$ 954	\$ (6)
40.6515	Utilities:Water & Sewer		
40.6599	Utilities: Cost O/H Recovery	\$ 14,672	\$ 1,136
Total Utilities		\$ 35,378	\$ 6,604

ENTERPRISE FUND P&L DETAILS		2020-21	
Account Number	Account Description	Actual/ Projected	Actual/ Projected vs Amended Budget
40.6805	Maintenance:Vehicles	\$ 4,727	\$ (113)
40.6810	Maintenance:Blgs/Ground/Park	\$ 20	\$ 20
40.6825	Maintenance:Equipment	\$ 2,174	\$ (183)
40.6900	Maintenance:Water Tank	\$ 5,440	\$ (360)
40.6905	Maintenance:Water Pumps/Motors	\$ 2,201	\$ (828)
40.6910	Maintenance:Water Distribution	\$ 25,317	\$ 317
40.6915	Maintenance:Meter & Serv Lines	\$ -	\$ -
40.6925	Maintenance:Sewer Collection	\$ 3,173	\$ 1,173
40.6999	Maintenance:Cost O/H Recovery	\$ 3,947	\$ 1,115
Total Maintenance		\$ 46,999	\$ 1,141
40.7015	Consultants:Legal-Regular	2,858	(142)
40.7025	Consultants: Auditor	6,984	-
40.7030	Consultants:Engineer-Regular	63,300	62,300
40.7095	Consultants:Other	-	-
Total Consultants		\$ 73,142	\$ 62,158
40.7225	Contractual:Cedit CardProcessing	10,821	1,008
40.7226	Contractual:Call Notification Fees	252	167
40.7227	Contractual:CC Online Trans Fee	2,063	2,063
40.7300	Contractual:Computer System	24,111	7,402
40.7415	Contractual:Contract Labor	-	-
40.7505	Contractual:Liability Insur	3,097	294
40.7510	Contractual:Worker's Compens	3,210	178
40.7600	Contractual:Refuse Collectio	162,963	(3,228)
40.7601	Contractual:Haz Waste Collection	9,243	(175)
40.7605	Contractual:Water System Fee	2,587	-
40.7615	Contractual:Sewer Treatment	347,510	(8,928)
40.7650	Contractual:Water Purchase	498,450	(566)
40.7655	Contractual:Water Testing	1,477	57
40.7699	Contractual:Cost O/H Expense	21,903	(840)
Total Contractual		\$ 1,087,688	\$ (2,569)
40.7834	Capital Lease: Principal Expense	\$ 78,863	\$ -
40.7835	Capital Lease: Interest Expense	\$ 12,989	\$ 9
Total Debt		\$ 91,852	\$ 9

ENTERPRISE FUND P&L DETAILS		2020-21	
Account Number	Account Description	Actual/ Projected	Actual/ Projected vs Amended Budget
40.8005	W/S ROW Cost Recovery Fee	\$ 66,000	\$ -
40.8006	W/S Overhead Cost Recovery Fee	\$ -	\$ -
40.8010	Other:Membership &Dues	\$ 1,431	\$ 1,191
40.8020	Other:Meetings	\$ -	\$ -
40.8025	Other:Mileage Reimbursement	\$ 48	\$ (2)
40.8028	Other:Cell Phone Reimbursement	\$ 300	\$ -
40.8030	Other:Northern Trinity GWCD	\$ -	\$ (2,000)
40.8040	Other:Bank Charges	\$ 353	\$ 353
40.8070	Other:Miscellaneous	\$ 401	\$ 301
40.8085	Other:Interest on Cash Deficit	\$ -	\$ (400)
40.8100	Other:Cash-Short/Over	\$ -	\$ -
40.8199	Other:Cost O/H Expense	\$ 2,730	\$ 591
Total Other		\$ 71,263	\$ 34
40.9010	Capital Outlay-Computer/Off Eq	\$ 7,872	\$ -
40.9100	Capital Outlay-Vehicles	\$ -	\$ -
40.9200	Capital Outlay - Water System	\$ 127,039	\$ 103,689
40.9205	Capital Outlay - Sewer System	\$ -	\$ -
40.9350	Capital Outlay - Equipment	\$ -	\$ -
Total Capital Outlay		\$ 134,911	\$ 103,689
40.9700	Transfer Out	\$ -	\$ -
40.9710	Loss of Asset Disposition	\$ -	\$ -
Total Other Uses		-	-
TOTAL EXPENSES		1,995,071	162,752
40.8060	Other:Depreciation Exp	\$ 200,000	\$ 35,000
	Impact to Fund Balance		\$ (75,717)



DALWORTHINGTON GARDENS

2600 Roosevelt Drive DWG, Texas 76016

BUDGET AMENDMENT FORM

Date: 8/5/21

Incode Budget# _____

Check all appropriate boxes.

TOTAL AMENDMENT AMOUNT \$ 24,979.00

- Transfer between departments. Requires department head approval and City Administrator or DPS Director, whichever is applicable.
- Less than \$5,000 and delay **would** cause a business interruption. NO IMPACT TO FUND BALANCE. Council to ratify at the next regular scheduled council meeting.
- Purchase **required** as delay would cause a business interruption. THIS WILL IMPACT FUND BALANCE AND SHALL WAIT UNTIL COUNCIL APPROVAL IS OBTAINED.
- Purchase **required** as delay would cause a business interruption. THIS WILL IMPACT FUND BALANCE AND IS DEEMED EMERGENCY BY MAYOR. Council to ratify at the next regular scheduled council meeting.

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

EXPLANATION:

This amendment is to adjust the Fire Truck budget for all accounts to match projections as submitted to council on 8/5/21. This will allow staff to utilize Incode Accounting system to track expenditures with projections.

From Department Approval: _____ To Department Approval: _____

City Administrator Approval: _____ DPS Director Approval: 

MAYOR APPROVAL, if required: _____

Attach copy of minutes ratifying approval.

112 - Capital Fire Truck Fund		2020-21	
Account Number	Account Description	Actual / Projected	Actual/ Projected vs Budget
00.4800	Other:Interest Invest	-	-
Total Other Revenue		\$ -	\$ -
00.4900	Transfer In	25,000	25,000
Other Sources		\$ 25,000	\$ 25,000
TOTAL REVENUE		25,000	25,000
50.9100	Capital Outlay:DPS Vehicle	-	-
50.9105	Capital Outlay:DPS Equipment	-	-
Total Capital Outlay		\$ -	\$ -
40.9700	Other Uses: Transfer Out	21	21
Total Capital Outlay		\$ 21	\$ 21
TOTAL EXPENSES		\$ 21	\$ 21
Impact to Fund Balance			24,979



DALWORTHINGTON GARDENS

2600 Roosevelt Drive DWG, Texas 76016

BUDGET AMENDMENT FORM

Date: 8/5/21

Incode Budget#

Check all appropriate boxes.

TOTAL AMENDMENT AMOUNT \$ 10,149.00

- Transfer between departments. Requires department head approval and City Administrator or DPS Director, whichever is applicable.
- Less than \$5,000 and delay **would** cause a business interruption. NO IMPACT TO FUND BALANCE. Council to ratify at the next regular scheduled council meeting.
- Purchase **required** as delay would cause a business interruption. THIS WILL IMPACT FUND BALANCE AND SHALL WAIT UNTIL COUNCIL APPROVAL IS OBTAINED.
- Purchase **required** as delay would cause a business interruption. THIS WILL IMPACT FUND BALANCE AND IS DEEMED EMERGENCY BY MAYOR. Council to ratify at the next regular scheduled council meeting.

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

EXPLANATION:

This amendment is to adjust the General Fund budget for all accounts to match projections as submitted to council on 8/5/21. This will allow staff to utilize Incode Accounting system to track expenditures with projections.

From Department Approval: _____

To Department Approval: _____

City Administrator Approval: [Signature]

DPS Director Approval: [Signature]

MAYOR APPROVAL, if required: _____

Attach copy of minutes ratifying approval.

110 - GENERAL FUND

GENERAL FUND DETAILS			2020-21	
Dept	Account Number	Account Description	Actual /Projected	Actual/ Projected vs Amended Budget
00	4001	Taxes:Property M & O	1,832,819	18,241
00	4005	Taxes:Property Prior Years	20,909	17,909
00	4010	Taxes:Property Penalty & Int	11,848	6,848
Total Property Taxes			\$ 1,865,577	\$ 42,998
00	4025	Taxes:City Sales & Use Tax	545,443	71,040
00	4045	Taxes:Mixed Beverage	5,292	(308)
Total Sales & Use Taxes			\$ 550,735	\$ 70,732
00	4050	Taxes:Franchise - Electric	245,378	(44,722)
00	4055	Taxes:Easement Use-Telephone	6,550	(1,524)
00	4060	Taxes:Franchise - Gas	26,403	(597)
00	4065	Taxes:Franchise-Cable/Internet	13,131	(469)
00	4070	Taxes:Franchise - Refuse	10,717	857
Total Franchise Fee			\$ 302,179	\$ (46,455)
00	4100	Permits/Fees:Building	20,298	298
00	4101	Permits/Fees:Plumbing	5,525	525
00	4102	Permits/Fees:Electric	1,120	(80)
00	4103	Permits/Fees:Heating/AC	3,246	46
00	4104	Permits/Fees:Cert.Occupancy	4,400	400
00	4105	Permits/Fees:Signs	15,951	9,739
00	4106	Permits/Fees:Sprinkler	625	125
00	4107	Permits/Fees:Pool	1,000	500
00	4108	Permits/Fees:Fence	600	100
00	4109	Permits/Fees:Alarms	30	(70)
00	4110	Permits/Fees:Other	-	(200)
00	4111	Permits/Fees:Liquor	1,990	990
00	4112	Permits/Fees:FireAlarm/Suppres	800	(1,700)
00	4114	Permits/Fees:Red Tag	375	375
00	4115	Permits/Fees:Roof	2,000	(2,500)
00	4117	Permits/Fees:Special Use	-	(100)
00	4118	Permits/Fees:Operational	220	(280)
00	4119	Permits/Fees:Backflow	105	105
00	4130	Registration:Contractor Fee	-	-
Total Permits & Fees			\$ 58,285	\$ 8,273
00	4200	Municipal Court:Fines	121,557	(18,443)
00	4205	Municipal Court:Fees-Warrants	46,535	(13,465)
00	4210	Municipal Court:Arrest Fees	12,586	(2,414)
00	4215	Municipal Court:Fines-Traffic	4,867	867
00	4216	Municipal Court:CJFC Civil	1,029	(971)
00	4218	Municipal Court:JFCI Judicial	358	(1,642)
00	4219	Municipal Ct:TLFTA3 City Fee	2,727	(473)
00	4221	Municipal Ct:Jury Fund	204	84
00	4225	Mun Ct:ChildSafteyFundCS/CSS/SZ	3,813	613
00	4240	Municipal Ct:Fees-Admin	154,516	(5,484)
00	4250	Municipal Ct:Fees-JuvCaseOffic	4,368	(10,632)
00	4255	Municipal Ct:TruancyPreventio	9,625	4,825
00	4290	Wrecker Fee	4,985	(5,015)
Total Fines & Fees			\$ 367,170	\$ (52,150)
00	4450	Fees:ROW Cost Recovery - W/S	66,000	-
00	4451	Fees:Overhead Cost Recover-W/S	(0)	(0)
00	4455	Chrg For Service:Platting/Zone	3,075	1,575
00	4460	Chrg For Service:Board of Adjustments	500	-
00	4461	Shop DWG Website Adv Fees	-	(500)
00	4165	Life Safety Inspections	15,720	(1,280)
00	4470	Chrg For Serv:Park Reservation	708	(43)
Total Charges for Service			\$ 86,003	\$ (248)
00	4891	Other:Donation:Comm Development	149	149
00	4893	Other Rev:Donations-Day w/Law	500	-

110 - GENERAL FUND

GENERAL FUND DETAILS			2020-21	
Dept	Account Number	Account Description	Actual /Projected	Actual/ Projected vs Amended Budget
00	4897	Other Rev:DWG DPS Contributions	9,016	2,501
		Total Donations	\$ 9,664	\$ 2,649
00	4812	Other Rev:Oil/Gas Lease Rev	128,756	68,756
		Total Gas Royalties	\$ 128,756	\$ 68,756
00	4800	Other Rev:Interest Investment	5,011	(6,989)
00	4815	Other Rev:Online Payment Fee	1,409	9
00	4887	Other Rev:Grant CARES Act	33,005	13,325
00	4888	Other Rev:Jail Phone Commissions	41	(159)
00	4890	Other Revenue:Miscellaneous	2,370	870
00	4894	Other Rev:Fire Recovery	396	(1,604)
00	4898	Other Rev:TC911 Reimbursement	5,000	5,000
		Total Other Revenue	\$ 47,232	\$ 10,452
00	4900	Transfer In	21	21
00	4955	Lease Proceeds	-	-
00	4960	Proceeds from Sale	29,000	4,000
		Total Other Sources	\$ 29,021	\$ 4,021
TOTAL REVENUES			\$ 3,444,621	\$ 109,029
20	6000	Personnel:Salaries-Full Time	106,398	169
20	6005	Personnel:Salaries-Part Time	1,675	(20)
20	6020	Personnel:Salaries-Overtime	90	(474)
20	6025	Personnel:Salaries-Sick Leave	446	(1,057)
20	6036	Personnel:Supplements	2,819	(3)
20	6050	Personnel:Service Pay:Longevit	618	-
	Community Dev	Total Salaries & Wages	\$ 112,045	\$ (1,385)
20	6030	Personnel:FICA(SS) & MediCare	8,327	(71)
20	6031	Personnel: SUTA Taxes	528	347
20	6042	Personnel:ER-Life/AD&D Ins	57	(22)
20	6045	Personnel:TMRS	25,205	(279)
20	6046	Personnel:ER-LongTerm Disab	364	(35)
20	6047	Personnel:Employee Insurances	7,555	71
20	6048	Personnel:HSA/HRA	832	15
20	6049	Personnel:ER-ShortTerm Disab	254	34
	Community Dev	Total Taxes & Benefits	\$ 43,123	\$ 60
20	6100	Training & Travel	1,845	(446)
	Community Dev	Total Training & Travel	\$ 1,845	\$ (446)
20	6205	Mat/Supplies: Legal Notices	-	-
20	6212	Mat/Supplies: Public Education	195	(305)
20	6215	Mat/Supplies: Office Supplies	-	-
20	6225	Mat/Supplies: Filing Fees	-	-
20	6230	Mat/Supplies: Office Equipment	150	-
20	6240	Mat/Supplies: Printing	150	(250)
20	6245	Mat/Supplies: Postage	-	-
20	6270	Mat/Supplies:Emergency Equip	1,419	219
20	6275	Mat/Supplies:Equipment	-	-
20	6276	Mat/Supplies: Furnishings	-	(1,000)
20	6300	Mat/Supplies: Uniforms	561	(440)
20	6310	Mat/Supplies: Animal Control	-	-
20	6350	Mat/Supplies: Fuel	1,159	(836)
20	6400	Mat/Supplies: Tools & Supplies	300	(700)
	Community Dev	Total Materials & Supplies	\$ 3,933	\$ (3,312)
20	6510	Utilities:Telephone	593	(7)
20	6520	Utilities:Mobile Data Termin	459	(21)
	Community Dev	Total Utilities	\$ 1,052	\$ (28)
20	6805	Maintenance:Vehicles	500	(0)
20	6815	Maintenance:Office Equipment	-	-
20	6820	Maintenance:Code Enforcement	2,000	(1,000)

110 - GENERAL FUND

GENERAL FUND DETAILS			2020-21	
Dept	Account Number	Account Description	Actual /Projected	Actual/ Projected vs Amended Budget
20	6825	Maintenance:Equipment	-	-
	Community Dev	Total Maintenance	\$ 2,500	\$ (1,000)
20	7015	Consultants:Legal-Regular	1,207	207
20	7095	Consultants:Other	100	-
	Community Dev	Total Consultants	\$ 1,307	\$ 207
20	7225	Contractual:Credit CardProcess	432	227
20	7300	Contractual:Computer System	5,669	69
20	7410	Contractual:Animal Control	-	-
20	7420	Contractual:Animal Control Vet	-	-
20	7505	Contractual:Liability Insurance	1,186	(52)
20	7510	Contractual:Worker's Compensation	426	(15)
20	7515	Contractual:Inspections	5,568	(18,432)
	Community Dev	Total Contractual	\$ 13,281	\$ (18,203)
20	8010	Other:Membership&Dues	880	(376)
20	8020	Other:Meetings	-	-
20	8030	Other:Publications	-	-
20	8070	Other:Miscellaneous	100	-
	Community Dev	Total Other	\$ 980	\$ (376)
20	9010	Capital Outlay:Computer/Off Eq	-	-
20	9100	Capital Outlay: Vehicle	-	-
20	9350	Capital Outlay:Equipment	-	-
	Community Dev	Total Capital Outlay	\$ -	\$ -
	Community Dev	TOTAL EXPENSES	\$ 180,066	\$ (24,483)
30	6000	Personnel:Salaries-Full Time	51,599	(92)
30	6020	Personnel:Salaries-Overtime	91	(482)
30	6025	Personnel:Salaries-Sick Leave	446	-
30	6036	Personnel:Supplements	6,237	(8)
30	6050	Personnel:Service Pay:Longevit	512	-
	Court	Total Salaries & Wages	\$ 58,884	\$ (582)
30	6030	Personnel:FICA(SS) & MediCare	4,204	(197)
30	6031	Personnel: SUTA Taxes	249	150
30	6042	Personnel:ER-Life/AD&D Ins	31	(13)
30	6045	Personnel:TMRS	13,390	(173)
30	6046	Personnel:ER-LongTerm Disab	166	(18)
30	6047	Personnel:Employee Insurances	7,399	(94)
30	6048	Personnel:HSA/HRA	832	3
30	6049	Personnel:ER-ShortTerm Disab	123	15
	Court	Total Taxes & Benefits	\$ 26,393	\$ (326)
30	6100	Training & Travel	550	(2,333)
	Court	Total Training & Travel	\$ 550	\$ (2,333)
30	6215	Mat/Supplies: Office Supplies	-	-
30	6230	Mat/Supplies: Office Equipment	-	-
30	6235	Mat/Supplies:Record Management	800	800
30	6240	Mat/Supplies: Printing	995	(20)
30	6245	Mat/Supplies: Postage	540	540
30	6276	Mat/Supplies: Furnishings	600	-
30	6300	Mat/Supplies: Uniforms	-	-
	Court	Total Materials & Supplies	\$ 2,935	\$ 1,320
30	6510	Utilities:Telephone	-	-
	Court	Total Utilities	\$ -	\$ -
30	6810	Maintenance:Bldg/Grounds	-	-
	Court	Total Maintenance	\$ -	\$ -
30	7000	Consultants:Municipal Judge	82,500	(985)
30	7010	Consultants:City Prosecutor	6,250	(3,750)
30	7015	Consultants:Legal-Regular	559	59

110 - GENERAL FUND

GENERAL FUND DETAILS			2020-21	
Dept	Account Number	Account Description	Actual /Projected	Actual/ Projected vs Amended Budget
30	7095	Consultants:Other	700	-
	Court	Total Consultants	\$ 90,009	\$ (4,676)
30	7225	Contractual:Credit CardProcess	8,019	(523)
30	7226	Contractual:Notification Fees	309	(171)
30	7300	Contractual:Computer System	5,899	(728)
30	7510	Contractual:Worker's Compensation	-	-
	Court	Total Contractual	\$ 14,227	\$ (1,423)
30	8010	Other:Membership&Dues	240	-
30	8070	Other:Miscellaneous	-	-
	Court	Total Other	\$ 240	\$ -
30	9010	Capital Outlay:Computer/Off Eq	-	-
30	9350	Capital Outlay:Equipment	-	-
	Court	Total Capital Outlay	\$ -	\$ -
	Court	TOTAL EXPENSES	\$ 193,239	\$ (8,020)
40	6000	Personnel:Salaries-Full Time	111,053	7
40	6005	Personnel:Salaries-Part Time	986	986
40	6020	Personnel:Salaries-Overtime	411	(330)
40	6025	Personnel:Salaries-Sick Leave	1,756	0
40	6036	Personnel:Supplements	566	(1)
40	6050	Personnel:Service Pay:Longevit	184	(8)
	Administration	Total Salaries & Wages	\$ 114,955	\$ 654
40	6030	Personnel:FICA(SS) & MediCare	8,399	(59)
40	6031	Personnel: SUTA Taxes	389	241
40	6042	Personnel:ER-Life/AD&D Ins	47	(18)
40	6045	Personnel:TMRS	27,330	1,261
40	6046	Personnel:ER-LongTerm Disab	335	(33)
40	6047	Personnel:Employee Insurances	9,504	(1,982)
40	6048	Personnel:HSA/HRA	2,452	195
40	6049	Personnel:ER-ShortTerm Disab	203	26
	Administration	Total Taxes & Benefits	\$ 48,659	\$ (370)
40	6100	Training & Travel	1,750	(1,150)
	Administration	Total Training & Travel	\$ 1,750	\$ (1,150)
40	6205	Mat/Supplies: Legal Notices	804	(396)
40	6210	Mat/Supplies: Election Expense	12	12
40	6215	Mat/Supplies: Office Supplies	3,806	(79)
40	6216	Mat/Supplies: Facility Supplies	2,814	764
40	6230	Mat/Supplies: Office Equipment	2,646	1,646
40	6235	Mat/Supplies:Record Management	800	(800)
40	6240	Mat/Supplies: Printing	3,158	(1,342)
40	6245	Mat/Supplies: Postage	3,420	(416)
40	6276	Mat/Supplies: Furnishings	400	400
40	6300	Mat/Supplies: Uniforms	600	-
40	6499	Mat/Supplies: Cost O/H Recovery	(5,407)	31
	Administration	Total Materials & Supplies	\$ 13,053	\$ (179)
40	6500	Utilities:Electricity	16,990	4,766
40	6505	Utilities:Gas	2,337	987
40	6510	Utilities:Telephone	20,674	(218)
40	6515	Utilities:Water & Sewer	3,753	1,203
40	6520	Utilities:Mobile Data Termin	268	28
40	6599	Utilities:Cost O/H Recovery	(15,472)	(1,935)
	Administration	Total Utilities	\$ 28,550	\$ 4,831
40	6810	Maintenance:Bldg/Grounds	9,868	2,788
40	6815	Maintenance:Office Equipment	-	-
40	6999	Maintenance:Cost O/H Recovery	(3,947)	(1,115)
	Administration	Total Maintenance	\$ 5,921	\$ 1,673
40	7015	Consultants:Legal-Regular	42,603	(3,097)

110 - GENERAL FUND

GENERAL FUND DETAILS			2020-21	
Dept	Account Number	Account Description	Actual /Projected	Actual/ Projected vs Amended Budget
40	7025	Consultants:Auditor	10,476	-
40	7030	Consultants:Engineer-Regular	7,455	5,455
40	7045	Consultants-Engineer-Platting	3,875	1,375
40	7095	Consultants:Other	700	-
Administration		Total Consultants	\$ 65,109	\$ 3,733
40	7200	Contractual:Tax Collection	6,232	299
40	7210	Contractual:Tarrant Appraisal	10,183	383
40	7250	Contractual:Elections	-	(3,100)
40	7300	Contractual:Computer System	36,762	3,809
40	7301	Contractual:Shred Service	1,021	95
40	7305	Contractual:Copy Machine	9,870	37
40	7415	Contractual:Contract Labor	-	-
40	7440	Contractual:Janitor Services	800	(9,600)
40	7505	Contractual:Liability Insurance	12,657	1,479
40	7508	Contractual:Website	769	(31)
40	7510	Contractual:Worker's Compensation	1,720	579
40	7699	Contractual:Cost O/H Recovery	(20,587)	2,157
Administration		Total Contractual	\$ 59,428	\$ (3,892)
40	8010	Other:Membership&Dues	4,295	(1,051)
40	8020	Other:Meetings	800	450
40	8022	Other: Special Events	3,000	2,300
40	8023	Other:Employee Appreciation	1,000	-
40	8024	Other:Condolence/Congratulation	430	(570)
40	8025	Other:Mileage Reimbursement	123	(27)
40	8028	Other:Cell Phone Reimbursement	300	-
40	8030	Other:Publications	-	-
40	8040	Other:Bank Charges	1,909	(3,091)
40	8070	Other:Miscellaneous	182	(18)
40	8085	Other:Interest on Cash Deficit	224	(176)
40	8100	Other:Cash-Short/Over	(1)	(1)
40	8199	Other:Cash-Cost O/H Recovery	(2,730)	(591)
Administration		Total Other	\$ 9,533	\$ (2,774)
40	9010	Capital Outlay:Computer/Off Eq	11,808	-
40	9350	Capital Outlay:Equipment	-	-
Administration		Total Capital Outlay	\$ 11,808	\$ -
Administration		TOTAL EXPENSES	\$ 358,766	\$ 2,526
50	6000	Personnel:Salaries-Full Time	636,967	(65,516)
50	6005	Personnel:Salaries-Part Time	30,356	(3,949)
50	6007	Personnel:Dispatch Part Time	6,295	(15,454)
50	6008	Personnel:Dispatch Full Time	131,716	10,453
50	6009	Personnel:Dispatch Overtime	27,796	(1,301)
50	6010	Personnel:Salaries X'ing Guard	9,757	7
50	6020	Personnel:Salaries-Overtime	91,404	1,863
50	6025	Personnel:Salaries-Sick Leave	9,941	(4,077)
50	6035	Personnel:Training Pay	1,260	760
50	6036	Personnel:Supplements	35,467	(3,155)
50	6050	Personnel:Service Pay:Longevit	5,915	(195)
Police		Total Salaries & Wages	\$ 986,874	\$ (80,563)
50	6027	Personnel:Pre-employment screening	200	-
50	6030	Personnel:FICA(SS) & MediCare	72,334	(6,615)
50	6031	Personnel: SUTA Taxes	4,961	2,893
50	6042	Personnel:ER-Life/AD&D Ins	465	(226)
50	6045	Personnel:TMRS	241,350	(18,174)
50	6046	Personnel:ER-LongTerm Disab	2,768	(595)
50	6047	Personnel:Employee Insurances	111,757	(14,700)

110 - GENERAL FUND

GENERAL FUND DETAILS			2020-21	
Dept	Account Number	Account Description	Actual /Projected	Actual/ Projected vs Amended Budget
50	6048	Personnel:HSA/HRA	9,810	1,000
50	6049	Personnel:ER-ShortTerm Disab	2,043	67
	Police	Total Taxes & Benefits	\$ 445,689	\$ (36,350)
50	6100	Training & Travel	22,955	2,155
50	6105	Training:Personnel Firearms/Ammo	6,663	663
50	6110	Training:Firearms/Range	4,372	2,172
50	6115	Training:Licensure/Cont Ed	140	(3,460)
50	6120	Training & Travel - Immunizati	250	(250)
	Police	Total Training & Travel	\$ 34,380	\$ 1,280
50	6215	Mat/Supplies: Office Supplies	-	-
50	6216	Mat/Supplies: Facility Supplies	-	-
50	6230	Mat/Supplies: Office Equipment	2,334	1,134
50	6240	Mat/Supplies: Printing	801	226
50	6245	Mat/Supplies: Postage	154	154
50	6250	Mat/Supplies: PSO Supplies	1,379	379
50	6260	Mat/Sup:DWG Prisoner Food	300	(450)
50	6265	Mat/Supplies:Prisoner Supplies	686	(314)
50	6270	Mat/Supplies:Emergency Equip	23,930	3,960
50	6275	Mat/Supplies:Equipment	-	-
50	6276	Mat/Supplies: Furnishings	188	98
50	6300	Mat/Supplies: Uniforms	13,297	297
50	6305	Mat/Supplies:Uniform Cleaning	1,000	-
50	6350	Mat/Supplies: Fuel	30,130	780
	Police	Total Materials & Supplies	\$ 74,199	\$ 6,264
50	6500	Utilities:Electricity	-	-
50	6505	Utilities:Gas	-	-
50	6510	Utilities:Telephone	2,075	(25)
50	6515	Utilities:Water & Sewer	-	-
50	6520	Utilities:Mobile Data Termin	4,358	(202)
50	6525	Utilities:Cable	420	17
	Police	Total Utilities	\$ 6,854	\$ (209)
50	6805	Maintenance:Vehicles	28,595	(4,105)
50	6810	Maintenance:Bldg/Grounds	-	-
50	6812	Maintenance:Dispatch/Jail	-	-
50	6825	Maintenance:Equipment	-	-
50	6830	Maintenance:Police Eqpt	1,510	(90)
	Police	Total Maintenance	\$ 30,105	\$ (4,195)
50	7015	Consultants:Legal-Regular	16,826	13,826
50	7095	Consultants:Other	4,185	(3,315)
	Police	Total Consultants	\$ 21,011	\$ 10,511
50	7300	Contractual:Computer System	50,416	(60)
50	7305	Contractual:Copy Machine	-	-
50	7310	Contractual:Arlington Air Time	7,056	-
50	7315	Contractual:Medical Director	2,000	-
50	7320	Contractual:Comm Radio	9,881	-
50	7505	Contractual:Liability Insurance	33,935	12,935
50	7510	Contractual:Worker's Compensation	25,538	(6,076)
	Police	Total Contractual	\$ 128,826	\$ 6,799
50	8010	Other:Membership&Dues	663	(84)
50	8020	Other:Meetings	-	(250)
50	8021	Other: Annual Awards Banquet	2,000	-
50	8022	Other: Special Events	1,500	1,300
50	8070	Other:Miscellaneous	831	331
50	8072	Other:Radio T1 Line	4,003	1,972
50	8079	Other:Day with the Law	7,000	-
50	8083	Veh Capital Lease-Interest Expense	806	-
50	8084	Other:Vehicle capital lease	24,571	-

110 - GENERAL FUND

GENERAL FUND DETAILS			2020-21	
Dept	Account Number	Account Description	Actual /Projected	Actual/ Projected vs Amended Budget
	Police	Total Other	\$ 41,374	\$ 3,269
50	9010	Capital Outlay:Computer/Off Eq	4,505	4,505
50	9100	Capital Outlay: Vehicle	41,672	41,672
50	9350	Capital Outlay:Equipment	5,052	5,052
	Police	Total Capital Outlay	\$ 51,229	\$ 51,229
	Police	TOTAL EXPENSES	\$ 1,820,540	\$ (41,966)
55	6000	Personnel:Salaries-Full Time	13,832	(9,392)
55	6005	Personnel:Salaries-Part Time	4,845	(275)
55	6007	Personnel:Dispatch Part Time	1,572	(3,865)
55	6008	Personnel:Dispatch Full Time	33,065	2,750
55	6009	Personnel:Dispatch Overtime	6,949	(325)
55	6020	Personnel:Salaries-Overtime	952	-
55	6025	Personnel:Salaries-Sick Leave	373	(201)
55	6032	Personel:Vol FireProgIncentive	882	(2,058)
55	6036	Personnel:Supplements	88,775	(14,155)
55	6050	Personnel:Service Pay:Longevit	230	(61)
	FF	Total Salaries & Wages	\$ 151,475	\$ (27,582)
55	6027	Personnel:Pre-employment screening	160	160
55	6030	Personnel:FICA(SS) & MediCare	11,146	(1,900)
55	6031	Personnel: SUTA Taxes	329	194
55	6042	Personnel:ER-Life/AD&D Ins	39	(11)
55	6045	Personnel:TMRS	32,809	(4,988)
55	6046	Personnel:ER-LongTerm Disab	195	9
55	6047	Personnel:Employee Insurances	4,555	(792)
55	6048	Personnel:HSA/HRA	239	239
55	6049	Personnel:ER-ShortTerm Disab	152	39
	FF	Total Taxes & Benefits	\$ 49,623	\$ (7,050)
55	6100	Training & Travel	12,195	5,105
55	6115	Training:Licensure/Cont Ed	3,913	(13,087)
55	6120	Training & Travel - Immunizati	250	250
	FF	Total Training & Travel	\$ 16,358	\$ (7,732)
55	6215	Mat/Supplies: Office Supplies	-	-
55	6230	Mat/Supplies: Office Equipment	190	(10)
55	6240	Mat/Supplies: Printing	227	227
55	6245	Mat/Supplies: Postage	-	-
55	6250	Mat/Supplies: FF Supplies	3,417	817
55	6255	Mat/Supplies: Fire Recov Purch	-	(1,000)
55	6270	Mat/Supplies:Emergency Equip	36,595	13,245
55	6275	Mat/Supplies:Equipment	-	-
55	6276	Mat/Supplies: Furnishings	188	98
55	6300	Mat/Supplies: Uniforms	27,200	(4,000)
55	6305	Mat/Supplies:Uniform Cleaning	6,500	-
55	6350	Mat/Supplies: Fuel	2,565	(1,584)
	FF	Total Materials & Supplies	\$ 76,881	\$ 7,792
55	6500	Utilities:Electricity	-	-
55	6505	Utilities:Gas	-	-
55	6510	Utilities:Telephone	889	(11)
55	6515	Utilities:Water & Sewer	-	-
55	6520	Utilities:Mobile Data Termin	306	66
55	6525	Utilities:Cable	420	17
	FF	Total Utilities	\$ 1,616	\$ 73
55	6805	Maintenance:Vehicles	29,397	4,397
55	6810	Maintenance:Bldg/Grounds	-	-
55	6825	Maintenance:Equipment	-	-
55	6831	Maintenance:FF Equipment	5,268	268
	FF	Total Maintenance	\$ 34,665	\$ 4,665
55	7015	Consultants:Legal-Regular	60	(440)

110 - GENERAL FUND

GENERAL FUND DETAILS			2020-21	
Dept	Account Number	Account Description	Actual /Projected	Actual/ Projected vs Amended Budget
55	7095	Consultants:Other	-	-
	FF	Total Consultants	\$ 60	\$ (440)
55	7300	Contractual:Computer System	9,331	327
55	7310	Contractual:Arlington Air Time	7,056	-
55	7315	Contractual:Medical Director	2,000	-
55	7320	Contractual:Comm Radio	9,880	(0)
55	7505	Contractual:Liability Insurance	5,947	3,392
55	7510	Contractual:Worker's Compensation	3,091	921
	FF	Total Contractual	\$ 37,305	\$ 4,639
55	8010	Other:Membership&Dues	6,574	(2,288)
55	8020	Other:Meetings	-	(250)
55	8021	Other: Annual Awards Banquet	2,000	-
55	8070	Other:Miscellaneous	841	741
55	8072	Other:Radio T1 Line	4,003	1,972
55	8082	Other:FireRecoveryEquipPurchas	400	(800)
55	8087	Other:Capital Lease-Fire Truck	51,825	692
55	8088	Other:Cap Lease Fire Truck Int	4,111	(884)
	FF	Total Other	\$ 69,754	\$ (818)
55	9010	Capital Outlay:Computer/Off Eq	4,505	4,505
55	9020	Capital Outlay:Fire Truck	-	-
55	9350	Capital Outlay:Equipment	60,654	50,654
	FF	Total Capital Outlay	\$ 65,159	\$ 55,159
	FF	TOTAL EXPENSES	\$ 502,896	\$ 28,706
60	6000	Personnel:Salaries-Full Time	48,758	273
60	6005	Personnel:Salaries-Part Time	-	-
60	6020	Personnel:Salaries-Overtime	1,429	(268)
60	6025	Personnel:Salaries-Sick Leave	457	(18)
60	6036	Personnel:Supplements	5,264	(10)
60	6050	Personnel:Service Pay:Longevit	198	-
	Public Works	Total Salaries & Wages	\$ 56,105	\$ (23)
60	6027	Personnel:Pre-employment screening	-	-
60	6030	Personnel:FICA(SS) & MediCare	3,824	(329)
60	6031	Personnel: SUTA Taxes	227	128
60	6042	Personnel:ER-Life/AD&D Ins	31	(12)
60	6045	Personnel:TMRS	12,530	(271)
60	6046	Personnel:ER-LongTerm Disab	159	(29)
60	6047	Personnel:Employee Insurances	11,321	(324)
60	6048	Personnel:HSA/HRA	789	359
60	6049	Personnel:ER-ShortTerm Disab	127	10
	Public Works	Total Taxes & Benefits	\$ 29,009	\$ (469)
60	6100	Training & Travel	163	(87)
60	6101	Training & Travel-Animal Control	1,050	-
	Public Works	Total Training & Travel	\$ 1,213	\$ (87)
60	6230	Mat/Supplies: Office Equipment	615	565
60	6240	Mat/Supplies: Printing	-	-
60	6245	Mat/Supplies: Postage	-	-
60	6275	Mat/Supplies:Equipment	1,188	1,188
60	6276	Mat/Supplies: Furnishings	566	(84)
60	6300	Mat/Supplies: Uniforms	2,007	39
60	6310	Mat/Supplies: Animal Control	380	100
60	6315	Mat/Supplies: Other	59	39
60	6350	Mat/Supplies: Fuel	5,031	1,764
60	6400	Mat/Supplies: Tools & Supplies	6,240	3,910
60	6410	Mat/Supplies:Weed & Pest Cont	86	17
60	6415	Mat/Supplies: Stormwater	-	(1,060)
	Public Works	Total Materials & Supplies	\$ 16,171	\$ 6,477
60	6500	Utilities:Electricity	27,444	2,160

110 - GENERAL FUND

GENERAL FUND DETAILS			2020-21	
Dept	Account Number	Account Description	Actual /Projected	Actual/ Projected vs Amended Budget
60	6505	Utilities:Gas	-	-
60	6510	Utilities:Telephone	889	(11)
60	6515	Utilities:Water & Sewer	275	-
60	6520	Utilities:Mobile Data Termin	686	(34)
	Public Works	Total Utilities	\$ 29,294	\$ 2,115
60	6805	Maintenance:Vehicles	7,652	2,812
60	6810	Maintenance:Bldg/Grounds	14,512	2,512
60	6815	Maintenance:Office Equipment	-	-
60	6825	Maintenance:Equipment	2,211	207
60	6835	Maintenance:Streets	1,000	-
60	6840	Maintenance:Traffic Control	3,694	2,494
60	6845	Maintenance:Stormwater	2,500	(2,500)
	Public Works	Total Maintenance	\$ 31,570	\$ 5,526
60	7015	Consultants:Legal-Regular	1,440	440
60	7030	Consultants:Engineer-Regular	37,138	36,638
60	7031	Consultants:Engineer-SWMP	-	(1,700)
	Public Works	Total Consultants	\$ 38,578	\$ 35,378
60	7215	Contractual:Filing Fees	100	100
60	7300	Contractual:Computer System	769	747
60	7420	Contractual:Animal Control Vet	531	(469)
60	7505	Contractual:Liability Insurance	1,665	(195)
60	7510	Contractual:Worker's Compensation	1,746	92
60	7600	Contractual:Refuse Collection	-	(1,600)
60	7601	Contractual:Animal Disposal	-	-
	Public Works	Total Contractual	\$ 4,810	\$ (1,325)
60	8010	Other:Membership&Dues	800	750
60	8020	Other:Meetings	-	-
60	8028	Other:Cell Phone Reimbursement	-	-
60	8070	Other:Miscellaneous	100	20
	Public Works	Total Other	\$ 900	\$ 770
60	9010	Capital Outlay:Computer/Off Eq	-	-
60	9350	Capital Outlay:Equipment	-	-
	Public Works	Total Capital Outlay	\$ -	\$ -
	Public Works	TOTAL EXPENSES	\$ 207,648	\$ 48,361
40	9700	Transfer Out to Reserve	128,756	68,756
40	9700	Transfer to Old City Hall	-	-
40	9700	Transfer Out	10,000	-
40	9700	Transfer Out to Fire Truck Fund	25,000	25,000
	Other Uses	Total Other Uses	\$ 163,756	\$ 93,756
		TOTAL EXPENSES	\$ 3,426,910	\$ 98,880
		Impact to Fund Balance		\$ 10,149

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000166							
110 00.4001	8/05/2021	8.5.21 Budget Proje Taxes:Property M & O	18,241.00	1,814,578.41-	0.00	1,832,819.41-	1,393.13
110 00.4005	8/05/2021	8.5.21 Budget Proje Taxes:Property Prior Years	17,909.00	3,000.00-	0.00	20,909.00-	509.25
110 00.4010	8/05/2021	8.5.21 Budget Proje Taxes:Property Penalty & Int	6,848.00	5,000.00-	0.00	11,848.00-	345.58-
110 00.4025	8/05/2021	8.5.21 Budget Proje Taxes:City Sales & Use Tax	71,040.00	474,403.00-	0.00	545,443.00-	97,629.51-
110 00.4045	8/05/2021	8.5.21 Budget Proje Taxes:Mixed Beverage	308.00-	5,600.00-	0.00	5,292.00-	700.23-
110 00.4050	8/05/2021	8.5.21 Budget Proje Taxes:Franchise - Electric	44,722.00-	290,100.00-	0.00	245,378.00-	0.42-
110 00.4055	8/05/2021	8.5.21 Budget Proje Taxes:Easement Use-Telephone	1,524.00-	8,074.52-	0.00	6,550.52-	1,651.06-
110 00.4060	8/05/2021	8.5.21 Budget Proje Taxes:Franchise - Gas	597.00-	27,000.00-	0.00	26,403.00-	0.39
110 00.4065	8/05/2021	8.5.21 Budget Proje Taxes:Franchise-Cable/Internet	469.00-	13,600.00-	0.00	13,131.00-	2,599.76-
110 00.4070	8/05/2021	8.5.21 Budget Proje Taxes:Franchise - Refuse	857.00	9,860.00-	0.00	10,717.00-	1,800.23-
110 00.4100	8/05/2021	8.5.21 Budget Proje Permits/Fees:Building	298.00	20,000.00-	0.00	20,298.00-	226.45-
110 00.4101	8/05/2021	8.5.21 Budget Proje Permits/Fees:Plumbing	525.00	5,000.00-	0.00	5,525.00-	720.00-
110 00.4102	8/05/2021	8.5.21 Budget Proje Permits/Fees:Electric	80.00-	1,200.00-	0.00	1,120.00-	200.00
110 00.4103	8/05/2021	8.5.21 Budget Proje Permits/Fees:Heating/AC	46.00	3,200.00-	0.00	3,246.00-	300.00-
110 00.4104	8/05/2021	8.5.21 Budget Proje Permits/Fees:Cert.Occupancy	400.00	4,000.00-	0.00	4,400.00-	200.00-
110 00.4105	8/05/2021	8.5.21 Budget Proje Permits/Fees:Signs	9,739.00	700.00-	5,511.68	15,950.68-	99.68-
110 00.4106	8/05/2021	8.5.21 Budget Proje Permits/Fees:Sprinkler	125.00	500.00-	0.00	625.00-	0.00

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000166							
110 00.4107	8/05/2021	8.5.21 Budget Proje Permits/Fees:Pool	500.00	500.00-	0.00	1,000.00-	0.00
110 00.4108	8/05/2021	8.5.21 Budget Proje Permits/Fees:Fence	100.00	500.00-	0.00	600.00-	0.00
110 00.4109	8/05/2021	8.5.21 Budget Proje Permits/Fees:Alarms	70.00-	100.00-	0.00	30.00-	0.00
110 00.4110	8/05/2021	8.5.21 Budget Proje Permits/Fees:Other	200.00-	200.00-	0.00	0.00	0.00
110 00.4111	8/05/2021	8.5.21 Budget Proje Permits/Fees:Liquor	990.00	1,000.00-	0.00	1,990.00-	0.00
110 00.4112	8/05/2021	8.5.21 Budget Proje Permits/Fees:FireAlarm/Suppres	1,700.00-	2,500.00-	0.00	800.00-	0.00
110 00.4114	8/05/2021	8.5.21 Budget Proje Permits/Fees:Red Tag	375.00	0.00	0.00	375.00-	100.00
110 00.4115	8/05/2021	8.5.21 Budget Proje Permits/Fees:Roof	2,500.00-	4,500.00-	0.00	2,000.00-	200.00-
110 00.4117	8/05/2021	8.5.21 Budget Proje Permits/Fees:Special Use	100.00-	100.00-	0.00	0.00	0.00
110 00.4118	8/05/2021	8.5.21 Budget Proje Permits/Fees: Operation Permit	280.00-	500.00-	0.00	220.00-	0.00
110 00.4119	8/05/2021	8.5.21 Budget Proje Permit/Fees: Backflow	105.00	0.00	0.00	105.00-	0.00
110 00.4200	8/05/2021	8.5.21 Budget Proje Municipal Court:Fines	18,443.00-	140,000.00-	0.00	121,557.00-	17,504.12-
110 00.4205	8/05/2021	8.5.21 Budget Proje Municipal Court:Fees-Warrants	13,465.00-	60,000.00-	0.00	46,535.00-	5,275.53-
110 00.4210	8/05/2021	8.5.21 Budget Proje Municipal Court:Arrest Fees	2,414.00-	15,000.00-	0.00	12,586.00-	1,980.29-
110 00.4215	8/05/2021	8.5.21 Budget Proje Municipal Court:Fines-Traffic	867.00	4,000.00-	0.00	4,867.00-	627.29-
110 00.4216	8/05/2021	8.5.21 Budget Proje Municipal Court:CJFC Civil	971.00-	2,000.00-	0.00	1,029.00-	509.60-
110 00.4218	8/05/2021	8.5.21 Budget Proje Municipal Court:JFCI Judicial	1,642.00-	2,000.00-	0.00	358.00-	317.83-

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000166							
110 00.4219	8/05/2021	8.5.21 Budget Proje Municipal Ct:TLFTA3 City Fee	473.00-	3,200.00-	0.00	2,727.00-	428.68-
110 00.4221	8/05/2021	8.5.21 Budget Proje Municipal Ct:Jury Fund	84.00	120.00-	0.00	204.00-	30.18-
110 00.4225	8/05/2021	8.5.21 Budget Proje Mun Ct:ChildSaftyFundCS/CSS/SZ	613.00	3,200.00-	0.00	3,813.00-	1,025.72-
110 00.4240	8/05/2021	8.5.21 Budget Proje Municipal Ct:Fees-Admin	5,484.00-	160,000.00-	0.00	154,516.00-	25,288.04-
110 00.4250	8/05/2021	8.5.21 Budget Proje Municipal Ct:Fees-JuvCaseOffic	10,632.00-	15,000.00-	0.00	4,368.00-	1,119.01-
110 00.4255	8/05/2021	8.5.21 Budget Proje Municipal Ct:TruancyPrevention	4,825.00	4,800.00-	0.00	9,625.00-	930.51-
110 00.4290	8/05/2021	8.5.21 Budget Proje Wrecker Fee	5,015.00-	10,000.00-	0.00	4,985.00-	1,160.00-
110 00.4455	8/05/2021	8.5.21 Budget Proje Chrg For Service:Platting/Zone	1,575.00	1,500.00-	0.00	3,075.00-	0.00
110 00.4461	8/05/2021	8.5.21 Budget Proje Shop DWG Website Adv Fees	500.00-	500.00-	0.00	0.00	0.00
110 00.4165	8/05/2021	8.5.21 Budget Proje Life Safety Inspections	1,280.00-	17,000.00-	0.00	15,720.00-	650.00-
110 00.4470	8/05/2021	8.5.21 Budget Proje Chrg For Serv:Park Reservation	43.00-	750.00-	0.00	707.00-	30.50
110 00.4891	8/05/2021	8.5.21 Budget Proje Other:Donation Comm Dev	149.00	0.00	0.00	149.00-	149.00-
110 00.4897	8/05/2021	8.5.21 Budget Proje Other Rev:DWG DPS Contribution	2,501.00	2,000.00-	4,515.00	9,016.00-	0.50-
110 00.4812	8/05/2021	8.5.21 Budget Proje Other Rev:Oil/Gas Lease Rev	68,756.00	60,000.00-	0.00	128,756.00-	19,999.71-
110 00.4800	8/05/2021	8.5.21 Budget Proje Other Rev:Interest Investment	6,989.00-	12,000.00-	0.00	5,011.00-	999.09-
110 00.4815	8/05/2021	8.5.21 Budget Proje Other Rev:Online Payment Fee	9.00	1,400.00-	0.00	1,409.00-	87.00-
110 00.4887	8/05/2021	8.5.21 Budget Proje Other Rev:Grant CARES Act	13,325.00	0.00	19,679.55	33,004.55-	0.02-

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000166							
110 00.4888	8/05/2021	8.5.21 Budget Proje Other Rev:Jail Phone Commissio	159.00-	200.00-	0.00	41.00-	20.47
110 00.4890	8/05/2021	8.5.21 Budget Proje Other Revenue:Miscellaneous	870.00	1,500.00-	0.00	2,370.00-	162.38
110 00.4894	8/05/2021	8.5.21 Budget Proje Other Rev:Fire Recovery	1,604.00-	2,000.00-	0.00	396.00-	0.00
110 00.4898	8/05/2021	8.5.21 Budget Proje Other Rev:TC911 Reimbursement	5,000.00	0.00	0.00	5,000.00-	5,000.00-
110 00.4900	8/05/2021	8.5.21 Budget Proje Transfer In	21.00	0.00	0.00	21.00-	0.13
110 00.4960	8/05/2021	8.5.21 Budget Proje Proceeds from Sale	4,000.00	25,000.00-	0.00	29,000.00-	10,000.00-
110 20.6000	8/05/2021	8.5.21 Budget Proje Personnel:Salaries-Full Time	169.00	106,229.18	0.00	106,398.18	12,314.33
110 20.6005	8/05/2021	8.5.21 Budget Proje Personnel:Salaries Part Time	20.00-	0.00	1,695.00	1,675.00	0.00
110 20.6020	8/05/2021	8.5.21 Budget Proje Personnel:Salaries-Overtime	474.00-	563.53	0.00	89.53	11.12
110 20.6025	8/05/2021	8.5.21 Budget Proje Personnel:Salaries-Sick Leave	1,057.00-	1,503.46	0.00	446.46	0.38
110 20.6036	8/05/2021	8.5.21 Budget Proje Personnel:Supplements	3.00-	2,821.25	0.00	2,818.25	325.20
110 20.6030	8/05/2021	8.5.21 Budget Proje Personnel:FICA(SS) & Medicare	71.00-	8,268.40	129.67	8,327.07	931.27
110 20.6031	8/05/2021	8.5.21 Budget Proje Personnel:SUTA Taxes	347.00	181.17	0.00	528.17	0.11-
110 20.6042	8/05/2021	8.5.21 Budget Proje Personnel:ER-Life/AD&D Ins	22.00-	79.06	0.00	57.06	4.08
110 20.6045	8/05/2021	8.5.21 Budget Proje Personnel:TMRS	279.00-	25,484.00	0.00	25,205.00	2,956.22
110 20.6046	8/05/2021	8.5.21 Budget Proje Personnel:ER-Long Term Disab	35.00-	398.70	0.00	363.70	29.18
110 20.6047	8/05/2021	8.5.21 Budget Proje Personnel:Employee Insurances	71.00	7,484.22	0.00	7,555.22	666.26

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000166							
110 20.6048	8/05/2021	8.5.21 Budget Proje Personnel:HSA/HRA	15.00	817.15	0.00	832.15	92.21
110 20.6049	8/05/2021	8.5.21 Budget Proje Personnel:ER-ShortTerm Disab	34.00	220.36	0.00	254.36	22.01
110 20.6100	8/05/2021	8.5.21 Budget Proje Training & Travel	446.00-	2,290.70	0.00	1,844.70	1,444.70
110 20.6212	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Public Education	305.00-	500.00	0.00	195.00	0.00
110 20.6240	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Printing	250.00-	600.00	200.00-	150.00	150.00
110 20.6270	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Emergency Equip	219.00	1,000.00	200.00	1,419.00	488.32
110 20.6276	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Furnishings	1,000.00-	1,000.00	0.00	0.00	0.00
110 20.6300	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Uniforms	440.00-	1,000.00	0.00	560.00	449.50
110 20.6350	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Fuel	836.00-	1,995.00	0.00	1,159.00	147.42
110 20.6400	8/05/2021	8.5.21 Budget Proje Mat/Supplies: Tools & Supplies	700.00-	1,000.00	0.00	300.00	300.00
110 20.6510	8/05/2021	8.5.21 Budget Proje Utilities:Telephone	7.00-	600.00	0.00	593.00	98.53
110 20.6520	8/05/2021	8.5.21 Budget Proje Utilities:Mobile Data Termin	21.00-	480.00	0.00	459.00	76.71
110 20.6820	8/05/2021	8.5.21 Budget Proje Maintenance: Code Enforcement	1,000.00-	3,000.00	0.00	2,000.00	2,000.00
110 20.7015	8/05/2021	8.5.21 Budget Proje Consultants:Legal-Regular	206.00	1,000.00	0.00	1,206.00	20.75
110 20.7225	8/05/2021	8.5.21 Budget Proje Contractual:Credit CardProcess	227.00	204.80	0.00	431.80	43.56
110 20.7300	8/05/2021	8.5.21 Budget Proje Contractual:Computer System	69.00	5,600.00	0.00	5,669.00	99.95
110 20.7505	8/05/2021	8.5.21 Budget Proje Contractual:Liability Insuranc	52.00-	1,238.00	0.00	1,186.00	0.00

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000166							
110 20.7510	8/05/2021	8.5.21 Budget Proje Contractual:Worker's Compensat	15.00-	441.00	0.00	426.00	0.00
110 20.7515	8/05/2021	8.5.21 Budget Proje Contractual:Inspections	18,432.00-	24,000.00	0.00	5,568.00	2,137.74
110 20.8010	8/05/2021	8.5.21 Budget Proje Other:MembershipDues/Subscript	376.00-	1,306.25	50.00-	880.25	0.25
110 30.6000	8/05/2021	8.5.21 Budget Proje Personnel:Salaries-Full Time	92.00-	51,691.56	0.00	51,599.56	5,966.58
110 30.6020	8/05/2021	8.5.21 Budget Proje Personnel:Salaries-Overtime	482.00-	572.57	0.00	90.57	11.74
110 30.6036	8/05/2021	8.5.21 Budget Proje Personnel:Supplements	8.00-	6,244.62	0.00	6,236.62	720.63
110 30.6030	8/05/2021	8.5.21 Budget Proje Personnel:FICA(SS) & Medicare	197.00-	4,400.52	0.00	4,203.52	471.82
110 30.6031	8/05/2021	8.5.21 Budget Proje Personnel:SUTA Taxes	150.00	99.00	0.00	249.00	0.48-
110 30.6042	8/05/2021	8.5.21 Budget Proje Personnel:ER-Life/AD&D Ins	13.00-	43.20	0.00	30.20	1.73
110 30.6045	8/05/2021	8.5.21 Budget Proje Personnel:TMRS	173.00-	13,562.82	0.00	13,389.82	1,565.29
110 30.6046	8/05/2021	8.5.21 Budget Proje Personnel:ER-Long Term Disab	18.00-	183.70	0.00	165.70	13.45
110 30.6047	8/05/2021	8.5.21 Budget Proje Personnel:Employee Insurances	94.00-	7,492.92	0.00	7,398.92	646.15
110 30.6048	8/05/2021	8.5.21 Budget Proje Personnel:HSA/HRA	3.00	828.91	0.00	831.91	91.77
110 30.6049	8/05/2021	8.5.21 Budget Proje Personnel:ER-Short Term Disab	15.00	107.96	0.00	122.96	10.62
110 30.6100	8/05/2021	8.5.21 Budget Proje Training & Travel	2,333.00-	2,882.70	0.00	549.70	299.70
110 30.6235	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Record Management	800.00	0.00	0.00	800.00	800.00
110 30.6240	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Printing	20.00-	1,015.00	0.00	995.00	0.00

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

110 30.6245	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Postage	540.00	0.00	0.00	540.00	0.16-
110 30.7000	8/05/2021	8.5.21 Budget Proje Consultants:Municipal Judge	985.00-	83,485.00	0.00	82,500.00	13,750.00
110 30.7010	8/05/2021	8.5.21 Budget Proje Consultants:City Prosecutor	3,750.00-	10,000.00	0.00	6,250.00	550.00
110 30.7015	8/05/2021	8.5.21 Budget Proje Consultants:Legal-Regular	59.00	500.00	0.00	559.00	0.00
110 30.7225	8/05/2021	8.5.21 Budget Proje Contractual:Credit CardProcess	523.00-	8,542.80	0.00	8,019.80	1,592.94
110 30.7226	8/05/2021	8.5.21 Budget Proje Contractual:Notification Fees	171.00-	480.00	0.00	309.00	63.00
110 30.7300	8/05/2021	8.5.21 Budget Proje Contractual:Computer System	728.00-	6,627.49	0.00	5,899.49	357.90
110 40.6000	8/05/2021	8.5.21 Budget Proje Personnel:Salaries-Full Time	7.00	111,046.59	0.00	111,053.59	12,885.03
110 40.6005	8/05/2021	8.5.21 Budget Proje Personnel:Salaries-Part Time	986.00	0.00	0.00	986.00	125.01
110 40.6020	8/05/2021	8.5.21 Budget Proje Personnel:Salaries-Overtime	330.00-	741.00	0.00	411.00	85.30-
110 40.6036	8/05/2021	8.5.21 Budget Proje Personnel:Supplements	1.00-	566.53	0.00	565.53	65.00
110 40.6050	8/05/2021	8.5.21 Budget Proje Personnel:Service Pay:Longevit	8.00-	192.00	0.00	184.00	0.00
110 40.6030	8/05/2021	8.5.21 Budget Proje Personnel:FICA(SS) & MediCare	59.00-	8,458.32	0.00	8,399.32	954.32
110 40.6031	8/05/2021	8.5.21 Budget Proje Personnel: SUTA Taxes	241.00	148.50	0.00	389.50	0.14
110 40.6042	8/05/2021	8.5.21 Budget Proje Personnel:ER-Life/AD&D Ins	18.00-	64.80	0.00	46.80	3.48
110 40.6045	8/05/2021	8.5.21 Budget Proje Personnel:TMRS	1,261.00	26,069.35	0.00	27,330.35	3,230.91
110 40.6046	8/05/2021	8.5.21 Budget Proje Personnel:ER-LongTerm Disab	33.00-	368.32	0.00	335.32	27.40

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000166							
110 40.6047	8/05/2021	8.5.21 Budget Proje Personnel:Employee Insurances	1,982.00-	11,486.21	0.00	9,504.21	956.69
110 40.6048	8/05/2021	8.5.21 Budget Proje Personnel:HSA/HRA	195.00	2,257.31	0.00	2,452.31	251.49
110 40.6049	8/05/2021	8.5.21 Budget Proje Personnel:ER-ShortTerm Disab	26.00	176.04	0.00	202.04	17.12
110 40.6100	8/05/2021	8.5.21 Budget Proje Training & Travel	1,150.00-	3,175.00	276.00-	1,749.00	1,014.50
110 40.6205	8/05/2021	8.5.21 Budget Proje Mat/Supplies: Legal Notices	396.00-	1,200.00	0.00	804.00	524.81
110 40.6210	8/05/2021	8.5.21 Budget Proje Mat/Supplies: Election Expens	12.00	0.00	0.00	12.00	0.04
110 40.6215	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Office Supplies	79.00-	3,885.00	0.00	3,806.00	138.86
110 40.6216	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Facility Supplies	764.00	2,050.00	0.00	2,814.00	614.72
110 40.6230	8/05/2021	8.5.21 Budget Proje Mat/Supplies: Office Equipment	1,646.00	1,000.00	0.00	2,646.00	628.28
110 40.6235	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Records Mgmt	800.00-	1,600.00	0.00	800.00	800.00
110 40.6240	8/05/2021	8.5.21 Budget Proje Mat/Supplies: Printing	1,342.00-	4,500.00	0.00	3,158.00	514.81
110 40.6245	8/05/2021	8.5.21 Budget Proje Mat/Supplies: Postage	416.00-	3,835.20	0.00	3,419.20	578.94
110 40.6276	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Furnishings	400.00	0.00	0.00	400.00	400.00
110 40.6499	8/05/2021	8.5.21 Budget Proje Mat/Supplies:O/H Cost Recovery	31.00	0.00	5,438.08-	5,407.08-	1,320.69-
** WARNING ** NEW BUDGET NEGATIVE							
110 40.6500	8/05/2021	8.5.21 Budget Proje Utilities:Electricity	4,766.00	12,224.00	0.00	16,990.00	3,938.00
110 40.6505	8/05/2021	8.5.21 Budget Proje Utilities:Gas	987.00	1,350.00	0.00	2,337.00	259.78
110 40.6510	8/05/2021	8.5.21 Budget Proje Utilities:Telephone	218.00-	20,892.00	0.00	20,674.00	2,716.68

PACKET: 00151-BA
 BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000166							
110 40.6515	8/05/2021	8.5.21 Budget Proje Utilities:Water & Sewer	1,203.00	2,825.00	275.00-	3,753.00	935.09
110 40.6520	8/05/2021	8.5.21 Budget Proje Utilities:Mobile Data Termin	28.00	240.00	0.00	268.00	47.59
110 40.6599	8/05/2021	8.5.21 Budget Proje Utilities:O/H Cost Recovery ** WARNING ** NEW BUDGET NEGATIVE	1,935.00-	0.00	13,536.80-	15,471.80-	3,167.06-
110 40.6810	8/05/2021	8.5.21 Budget Proje Maintenance:Bldg/Grounds/Park	2,788.00	7,080.00	0.00	9,868.00	1,419.22
110 40.6999	8/05/2021	8.5.21 Budget Proje Maintenance:O/H Cost Recovery ** WARNING ** NEW BUDGET NEGATIVE	1,115.00-	0.00	2,832.00-	3,947.00-	567.57-
110 40.7015	8/05/2021	8.5.21 Budget Proje Consultants:Legal-Regular	3,097.00-	45,700.00	0.00	42,603.00	12,121.53
110 40.7030	8/05/2021	8.5.21 Budget Proje Consultants:Engineer-Regular	5,455.00	2,000.00	0.00	7,455.00	2,177.50
110 40.7045	8/05/2021	8.5.21 Budget Proje Consultants-Engineer-Platting	1,375.00	2,500.00	0.00	3,875.00	1,587.50
110 40.7200	8/05/2021	8.5.21 Budget Proje Contractual:Tax Collection	299.00	5,932.92	0.00	6,231.92	0.10
110 40.7210	8/05/2021	8.5.21 Budget Proje Contractual:Tarrant Appraisal	383.00	9,800.00	0.00	10,183.00	2,545.54
110 40.7250	8/05/2021	8.5.21 Budget Proje Contractual:Elections	3,100.00-	3,100.00	0.00	0.00	0.00
110 40.7300	8/05/2021	8.5.21 Budget Proje Contractual:Computer System	3,809.00	32,952.53	0.00	36,761.53	6,399.72
110 40.7301	8/05/2021	8.5.21 Budget Proje Contractual: Shred Service	95.00	926.28	0.00	1,021.28	163.08
110 40.7305	8/05/2021	8.5.21 Budget Proje Contractual:Copy Machine	37.00	9,833.49	0.00	9,870.49	2,571.43
110 40.7440	8/05/2021	8.5.21 Budget Proje Contractual:Janitor Services	9,600.00-	10,400.00	0.00	800.00	0.00
110 40.7505	8/05/2021	8.5.21 Budget Proje Contractual:Liability Insur	1,479.00	11,177.59	0.00	12,656.59	0.41-

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000166							
110 40.7508	8/05/2021	8.5.21 Budget Proje	31.00-	800.00	0.00	769.00	0.45-
Contractual:Website							
110 40.7510	8/05/2021	8.5.21 Budget Proje	579.00	1,141.00	0.00	1,720.00	0.00
Contractual:Worker's Compensat							
110 40.7699	8/05/2021	8.5.21 Budget Proje	2,157.00	0.00	22,743.34-	20,586.34-	603.18-
Contractual:O/H Cost Recovery							
** WARNING ** NEW BUDGET NEGATIVE							
110 40.8010	8/05/2021	8.5.21 Budget Proje	1,051.00-	5,346.20	0.00	4,295.20	367.26
Other:MembershipDues/Subscript							
110 40.8020	8/05/2021	8.5.21 Budget Proje	450.00	350.00	0.00	800.00	760.00
Other:Meetings							
110 40.8022	8/05/2021	8.5.21 Budget Proje	2,300.00	700.00	0.00	3,000.00	2,763.50
Other:Special Events							
110 40.8024	8/05/2021	8.5.21 Budget Proje	570.00-	0.00	1,000.00	430.00	250.41
Other:Condolence/Congratulatio							
110 40.8025	8/05/2021	8.5.21 Budget Proje	27.00-	150.00	0.00	123.00	74.84
Other:Mileage Reimbursement							
110 40.8040	8/05/2021	8.5.21 Budget Proje	3,091.00-	5,000.00	0.00	1,909.00	376.17
Other:Bank Charges							
110 40.8070	8/05/2021	8.5.21 Budget Proje	18.00-	500.00	300.00-	182.00	99.53
Other:Miscellaneous							
110 40.8085	8/05/2021	8.5.21 Budget Proje	176.00-	400.00	0.00	224.00	0.36-
Other:Interest on Cash Deficit							
110 40.8100	8/05/2021	8.5.21 Budget Proje	1.00-	0.00	0.00	1.00-	0.46-
Other:Cash-Short/Over							
** WARNING ** NEW BUDGET NEGATIVE							
110 40.8199	8/05/2021	8.5.21 Budget Proje	591.00-	0.00	2,138.48-	2,729.48-	1,222.31-
Other:Cost O/H Recovery							
** WARNING ** NEW BUDGET NEGATIVE							
110 50.6000	8/05/2021	8.5.21 Budget Proje	65,516.00-	702,483.04	0.00	636,967.04	74,399.21
Personnel:Salaries Full Time							
110 50.6005	8/05/2021	8.5.21 Budget Proje	3,949.00-	36,000.00	1,695.00-	30,356.00	6,082.00
Personnel:Salaries Part Time							
110 50.6007	8/05/2021	8.5.21 Budget Proje	15,454.00-	21,748.80	0.00	6,294.80	6,294.80
Personnel:Dispatch Part Time							

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000166							
110 50.6008	8/05/2021	8.5.21 Budget Proje Personnel:Dispatch Full Time	10,453.00	121,262.54	0.00	131,715.54	15,098.56
110 50.6009	8/05/2021	8.5.21 Budget Proje Personnel:Dispatch Overtime	1,301.00-	29,096.85	0.00	27,795.85	5,363.51
110 50.6010	8/05/2021	8.5.21 Budget Proje Personnel:Salaries X'ing Guard	7.00	9,750.00	0.00	9,757.00	3,699.73
110 50.6020	8/05/2021	8.5.21 Budget Proje Personnel:Salaries Overtime	1,863.00	89,541.40	0.00	91,404.40	12,964.43
110 50.6025	8/05/2021	8.5.21 Budget Proje Personnel:Salaries SickLeaveBB	4,077.00-	14,017.53	0.00	9,940.53	0.41-
110 50.6035	8/05/2021	8.5.21 Budget Proje Personnel:Training Pay	760.00	500.00	0.00	1,260.00	270.00
110 50.6036	8/05/2021	8.5.21 Budget Proje Personnel:Supplements	3,155.00-	38,621.66	0.00	35,466.66	4,252.40
110 50.6050	8/05/2021	8.5.21 Budget Proje Personnel:Service Pay Longevit	195.00-	6,110.40	0.00	5,915.40	0.20
110 50.6030	8/05/2021	8.5.21 Budget Proje Personnel:FICA(SS) & Medicare	6,615.00-	79,078.78	129.67-	72,334.11	9,576.99
110 50.6031	8/05/2021	8.5.21 Budget Proje Personnel: SUTA Taxes	2,893.00	2,067.45	0.00	4,960.45	99.65
110 50.6042	8/05/2021	8.5.21 Budget Proje Personnel:ER-Life/AD&D Ins	226.00-	691.20	0.00	465.20	33.56
110 50.6045	8/05/2021	8.5.21 Budget Proje Personnel:TMRS	18,174.00-	259,524.55	0.00	241,350.55	28,069.63
110 50.6046	8/05/2021	8.5.21 Budget Proje Personnel:ER LongTerm Disab	595.00-	3,363.46	0.00	2,768.46	218.31
110 50.6047	8/05/2021	8.5.21 Budget Proje Personnel:Employee Health Ins	14,700.00-	126,456.86	0.00	111,756.86	10,109.95
110 50.6048	8/05/2021	8.5.21 Budget Proje Personnel:HSA/HRA	1,000.00	8,810.16	0.00	9,810.16	1,322.44
110 50.6049	8/05/2021	8.5.21 Budget Proje Personnel:ER ShortTerm Disab	67.00	1,975.93	0.00	2,042.93	173.31
110 50.6100	8/05/2021	8.5.21 Budget Proje Training & Travel	2,155.00	20,800.00	0.00	22,955.00	19,535.53

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000166							
110 50.6105	8/05/2021	8.5.21 Budget Proje Training:Firearms/Ammunition	663.00	6,000.00	0.00	6,663.00	0.50
110 50.6110	8/05/2021	8.5.21 Budget Proje Training:Firearms/Range	2,172.00	2,200.00	0.00	4,372.00	794.80
110 50.6115	8/05/2021	8.5.21 Budget Proje Training:Licensure/Cont Ed	3,460.00-	3,600.00	0.00	140.00	0.00
110 50.6120	8/05/2021	8.5.21 Budget Proje Training & Travel - Immunizati	250.00-	500.00	0.00	250.00	250.00
110 50.6230	8/05/2021	8.5.21 Budget Proje Mat/Supplies: Office Equipment	1,134.00	1,200.00	0.00	2,334.00	0.33-
110 50.6240	8/05/2021	8.5.21 Budget Proje Mat/Supplies: Printing	226.00	575.00	0.00	801.00	574.58
110 50.6245	8/05/2021	8.5.21 Budget Proje Mat/Supplies: Postage	154.00	0.00	0.00	154.00	31.82
110 50.6250	8/05/2021	8.5.21 Budget Proje Mat/Supplies: PSO Supplies	379.00	1,000.00	0.00	1,379.00	0.33
110 50.6260	8/05/2021	8.5.21 Budget Proje Mat/Sup:DWG Prisoner Food	450.00-	750.00	0.00	300.00	200.16
110 50.6265	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Prisoner Supplies	314.00-	1,000.00	0.00	686.00	350.46
110 50.6270	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Emergency Equip	3,960.00	19,970.00	0.00	23,930.00	12,808.11
110 50.6276	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Furnishings	98.00	90.00	0.00	188.00	100.48
110 50.6300	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Uniforms	297.00	13,000.00	0.00	13,297.00	7,973.24
110 50.6350	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Fuel	780.00	29,350.00	0.00	30,130.00	7,230.09
110 50.6510	8/05/2021	8.5.21 Budget Proje Utilities:Telephone	25.00-	2,100.00	0.00	2,075.00	346.11
110 50.6520	8/05/2021	8.5.21 Budget Proje Utilities:Mobile Data Termin	202.00-	4,560.00	0.00	4,358.00	717.66
110 50.6525	8/05/2021	8.5.21 Budget Proje Utilities:Cable	17.00	403.08	0.00	420.08	35.01

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000166							
110 50.6805	8/05/2021	8.5.21 Budget Proje Maintenance:Vehicles	4,105.00-	32,700.00	0.00	28,595.00	14,816.84
110 50.6830	8/05/2021	8.5.21 Budget Proje Maintenance:Police Equipment	90.00-	1,600.00	0.00	1,510.00	1,100.00
110 50.7015	8/05/2021	8.5.21 Budget Proje Consultants:Legal-Regular	13,826.00	3,000.00	0.00	16,826.00	778.85
110 50.7095	8/05/2021	8.5.21 Budget Proje Consultants:Other	3,315.00-	7,500.00	0.00	4,185.00	1,305.00
110 50.7300	8/05/2021	8.5.21 Budget Proje Contractual:Computer System	60.00-	50,475.78	0.00	50,415.78	5,850.65
110 50.7505	8/05/2021	8.5.21 Budget Proje Contractual:Liability Insur	12,935.00	21,000.00	0.00	33,935.00	0.00
110 50.7510	8/05/2021	8.5.21 Budget Proje Contractual:Worker's Compens	6,076.00-	31,614.20	0.00	25,538.20	0.20
110 50.8010	8/05/2021	8.5.21 Budget Proje Other:Membership&Dues	84.00-	747.00	0.00	663.00	25.00
110 50.8020	8/05/2021	8.5.21 Budget Proje Other:Meetings	250.00-	250.00	0.00	0.00	0.00
110 50.8022	8/05/2021	8.5.21 Budget Proje Other: Special Events	1,300.00	200.00	0.00	1,500.00	599.84
110 50.8070	8/05/2021	8.5.21 Budget Proje Other:Miscellaneous	331.00	500.00	0.00	831.00	499.93
110 50.8072	8/05/2021	8.5.21 Budget Proje Other:Radio T1 Line	1,972.00	2,031.36	0.00	4,003.36	1,066.66
110 50.9010	8/05/2021	8.5.21 Budget Proje Capital Outlay:Computer/Off Eq	4,505.00	0.00	0.00	4,505.00	4,505.00
110 50.9100	8/05/2021	8.5.21 Budget Proje Capital Outlay: DPS Vehicle	41,672.00	0.00	0.00	41,672.00	41,672.00
110 50.9350	8/05/2021	8.5.21 Budget Proje Capital Outlay:Equipment	5,052.00	0.00	0.00	5,052.00	0.05-
110 55.6000	8/05/2021	8.5.21 Budget Proje Personnel:Salaries Full Time	9,392.00-	23,223.98	0.00	13,831.98	1,440.33
110 55.6005	8/05/2021	8.5.21 Budget Proje Personnel:Salaries Part Time	275.00-	0.00	5,120.00	4,845.00	2,980.00

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000166							
110 55.6007	8/05/2021	8.5.21 Budget Proje Personnel:Dispatch Part Time	3,865.00-	5,437.20	0.00	1,572.20	1,572.20
110 55.6008	8/05/2021	8.5.21 Budget Proje Personnel:Dispatch Full Time	2,750.00	30,315.63	0.00	33,065.63	3,843.21
110 55.6009	8/05/2021	8.5.21 Budget Proje Personnel:Dispatch Overtime	325.00-	7,274.21	0.00	6,949.21	1,341.08
110 55.6025	8/05/2021	8.5.21 Budget Proje Personnel:Salaries SickLeaveBB	201.00-	574.19	0.00	373.19	0.21
110 55.6032	8/05/2021	8.5.21 Budget Proje Personnel:Vol FireProgIncentiv	2,058.00-	2,940.00	0.00	882.00	245.00
110 55.6036	8/05/2021	8.5.21 Budget Proje Personnel:Supplements	14,155.00-	102,929.12	0.00	88,774.12	14,130.38
110 55.6050	8/05/2021	8.5.21 Budget Proje Personnel:Service Pay Longevit	61.00-	290.72	0.00	229.72	0.20-
110 55.6027	8/05/2021	8.5.21 Budget Proje Pers:Pre-Employment Screening	160.00	0.00	0.00	160.00	80.00
110 55.6030	8/05/2021	8.5.21 Budget Proje Personnel:FICA(SS) & Medicare	1,900.00-	12,653.77	391.68	11,145.45	1,923.12
110 55.6031	8/05/2021	8.5.21 Budget Proje Personnel:SUTA Taxes	194.00	134.64	0.00	328.64	0.10
110 55.6042	8/05/2021	8.5.21 Budget Proje Personnel:ER-Life/AD&D Ins	11.00-	50.11	0.00	39.11	3.53
110 55.6045	8/05/2021	8.5.21 Budget Proje Personnel:TMRS	4,988.00-	37,796.52	0.00	32,808.52	5,006.57
110 55.6046	8/05/2021	8.5.21 Budget Proje Personnel:ER Long Term Disab	9.00	186.85	0.00	195.85	17.05
110 55.6047	8/05/2021	8.5.21 Budget Proje Personnel:Employee Health Ins	792.00-	5,346.95	0.00	4,554.95	604.44
110 55.6048	8/05/2021	8.5.21 Budget Proje Personnel:HSA/HRA	239.00	0.00	0.00	239.00	53.09
110 55.6049	8/05/2021	8.5.21 Budget Proje Personnel:ER ShortTerm Disab	39.00	113.23	0.00	152.23	14.06
110 55.6100	8/05/2021	8.5.21 Budget Proje Training & Travel	5,105.00	7,090.00	0.00	12,195.00	9,240.64

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000166							
110 55.6115	8/05/2021	8.5.21 Budget Proje Training;Licensure/Cont Ed	13,087.00-	17,000.00	0.00	3,913.00	0.43-
110 55.6120	8/05/2021	8.5.21 Budget Proje Training & Travel-Immunization	250.00	0.00	0.00	250.00	250.00
110 55.6230	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Office Equipment	10.00-	200.00	0.00	190.00	0.01
110 55.6240	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Printing	227.00	0.00	0.00	227.00	200.01
110 55.6250	8/05/2021	8.5.21 Budget Proje Mat/Supplies: FF Supplies	817.00	2,600.00	0.00	3,417.00	620.29
110 55.6255	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Fire Recov Purch	1,000.00-	1,000.00	0.00	0.00	0.00
110 55.6270	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Emergency Equip	13,245.00	18,835.00	4,515.00	36,595.00	31,595.48
110 55.6276	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Furnishings	98.00	90.00	0.00	188.00	100.48
110 55.6300	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Uniform	4,000.00-	31,200.00	0.00	27,200.00	21,025.78
110 55.6350	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Fuel	1,584.00-	4,149.10	0.00	2,565.10	526.63
110 55.6510	8/05/2021	8.5.21 Budget Proje Utilities:Telephone	11.00-	900.00	0.00	889.00	148.05
110 55.6520	8/05/2021	8.5.21 Budget Proje Utilities:Mobile Data Termin	66.00	240.00	0.00	306.00	114.81
110 55.6525	8/05/2021	8.5.21 Budget Proje Utilities:Cable	17.00	402.96	0.00	419.96	34.91
110 55.6805	8/05/2021	8.5.21 Budget Proje Maintenance:Vehicles	4,397.00	25,000.00	0.00	29,397.00	19,670.80
110 55.6831	8/05/2021	8.5.21 Budget Proje Maintenance:FF Equipment	268.00	5,000.00	0.00	5,268.00	3,935.20
110 55.7015	8/05/2021	8.5.21 Budget Proje Consultants:Legal-Regluar	440.00-	500.00	0.00	60.00	6.25
110 55.7300	8/05/2021	8.5.21 Budget Proje Contractual:Computer System	327.00	9,004.38	0.00	9,331.38	797.88

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000166							
110 55.7505	8/05/2021	8.5.21 Budget Proje	3,392.00	2,555.00	0.00	5,947.00	0.00
		Contractual:Liability Insur					
110 55.7510	8/05/2021	8.5.21 Budget Proje	921.00	2,169.80	0.00	3,090.80	0.80
		Contractual:Worker's Compens					
110 55.8010	8/05/2021	8.5.21 Budget Proje	2,288.00-	8,862.00	0.00	6,574.00	1,630.18
		Other:Membership&Dues					
110 55.8020	8/05/2021	8.5.21 Budget Proje	250.00-	250.00	0.00	0.00	0.00
		Other:Meetings					
110 55.8070	8/05/2021	8.5.21 Budget Proje	741.00	100.00	0.00	841.00	38.03
		Other:Miscellaneous					
110 55.8072	8/05/2021	8.5.21 Budget Proje	1,972.00	2,031.36	0.00	4,003.36	1,066.66
		Other:Radio T1 Line					
110 55.8082	8/05/2021	8.5.21 Budget Proje	800.00-	1,200.00	0.00	400.00	400.00
		Other:FireRecoveryEquipPurchas					
110 55.8087	8/05/2021	8.5.21 Budget Proje	692.00	51,132.69	0.00	51,824.69	0.44-
		Other:Capital Lease-Fire Truck					
110 55.8088	8/05/2021	8.5.21 Budget Proje	884.00-	4,995.00	0.00	4,111.00	0.44
		Other:Cap Lease Fire Truck Int					
110 55.9010	8/05/2021	8.5.21 Budget Proje	4,505.00	0.00	0.00	4,505.00	4,505.00
		Capital Outlay:Computer/Off Eq					
110 55.9350	8/05/2021	8.5.21 Budget Proje	50,654.00	10,000.00	0.00	60,654.00	60,654.00
		Capital Outlay:Equipment					
110 60.6000	8/05/2021	8.5.21 Budget Proje	273.00	48,484.44	0.00	48,757.44	5,635.86
		Personnel:Salaries-Full Time					
110 60.6020	8/05/2021	8.5.21 Budget Proje	268.00-	1,696.77	0.00	1,428.77	160.43
		Personnel:Salaries-Overtime					
110 60.6025	8/05/2021	8.5.21 Budget Proje	18.00-	475.39	0.00	457.39	0.38
		Personnel:Salaries-Sick Leave					
110 60.6036	8/05/2021	8.5.21 Budget Proje	10.00-	5,273.87	0.00	5,263.87	608.85
		Personnel:Supplements					
110 60.6030	8/05/2021	8.5.21 Budget Proje	329.00-	4,153.48	0.00	3,824.48	440.34
		Personnel:FICA(SS)&Medicare					
110 60.6031	8/05/2021	8.5.21 Budget Proje	128.00	99.00	0.00	227.00	0.20
		Personnel: SUTA Taxes					

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000166							
110 60.6042	8/05/2021	8.5.21 Budget Proje Personnel:ER-Life/AD&D Ins	12.00-	43.20	0.00	31.20	2.40
110 60.6045	8/05/2021	8.5.21 Budget Proje Personnel:TMRS	271.00-	12,801.41	0.00	12,530.41	1,504.36
110 60.6046	8/05/2021	8.5.21 Budget Proje Personnel:ER-LongTerm Disab	29.00-	188.32	0.00	159.32	12.95
110 60.6047	8/05/2021	8.5.21 Budget Proje Personnel:Employee Health Ins	324.00-	11,645.11	0.00	11,321.11	972.81
110 60.6048	8/05/2021	8.5.21 Budget Proje Personnel:HSA/HRA	359.00	430.28	0.00	789.28	114.13
110 60.6049	8/05/2021	8.5.21 Budget Proje Personnel:ER-ShortTerm Disab	10.00	116.66	0.00	126.66	10.92
110 60.6100	8/05/2021	8.5.21 Budget Proje Training & Travel	87.00-	250.00	0.00	163.00	163.00
110 60.6230	8/05/2021	8.5.21 Budget Proje Mat/Supplies: Office Equipment	565.00	50.00	0.00	615.00	615.00
110 60.6275	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Equipment	1,188.00	0.00	0.00	1,188.00	183.44
110 60.6276	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Furnishings	84.00-	650.00	0.00	566.00	0.48
110 60.6300	8/05/2021	8.5.21 Budget Proje Mat/Supplies: Uniforms	39.00	1,967.50	0.00	2,006.50	803.05
110 60.6310	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Animal Control	100.00	480.00	200.00-	380.00	380.00
110 60.6315	8/05/2021	8.5.21 Budget Proje Mat/Supplies: Other	39.00	0.00	20.00	59.00	52.68
110 60.6350	8/05/2021	8.5.21 Budget Proje Mat/Supplies: Fuel	1,764.00	3,266.90	0.00	5,030.90	1,078.12
110 60.6400	8/05/2021	8.5.21 Budget Proje Mat/Supplies: Tools & Supplies	3,910.00	2,330.00	0.00	6,240.00	1,717.01
110 60.6410	8/05/2021	8.5.21 Budget Proje Maintenance:Weed & Pest Cont	17.00	69.00	0.00	86.00	25.86
110 60.6415	8/05/2021	8.5.21 Budget Proje Mat/Supplies:Stormwater	1,060.00-	1,060.00	0.00	0.00	0.00

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000166							
110 60.6500	8/05/2021	8.5.21 Budget Proje Utilities:Electricity	2,160.00	25,284.00	0.00	27,444.00	4,525.28
110 60.6510	8/05/2021	8.5.21 Budget Proje Utilities:Telephone	11.00-	900.00	0.00	889.00	148.65
110 60.6520	8/05/2021	8.5.21 Budget Proje Utilities:Mobile Data Termin	34.00-	720.00	0.00	686.00	114.57
110 60.6805	8/05/2021	8.5.21 Budget Proje Maintenance:Vehicles	2,812.00	4,840.00	0.00	7,652.00	489.43
110 60.6810	8/05/2021	8.5.21 Budget Proje Maintenance:Blgs/Ground/Park	2,512.00	12,000.00	0.00	14,512.00	7,699.65
110 60.6825	8/05/2021	8.5.21 Budget Proje Maintenance:Equipment	207.00	2,500.00	496.24-	2,210.76	758.36
110 60.6840	8/05/2021	8.5.21 Budget Proje Maintenance:Traffic Control	2,494.00	1,000.00	200.00	3,694.00	2,500.27
110 60.6845	8/05/2021	8.5.21 Budget Proje Maintenance:Storm Drainage	2,500.00-	5,000.00	0.00	2,500.00	2,213.20
110 60.7015	8/05/2021	8.5.21 Budget Proje Consultants:Legal-Regular	440.00	1,000.00	0.00	1,440.00	0.00
110 60.7030	8/05/2021	8.5.21 Budget Proje Consultants:Engineer-Regular	36,638.00	500.00	0.00	37,138.00	35,679.67
110 60.7031	8/05/2021	8.5.21 Budget Proje Consultants:Engineer-SWMP	1,700.00-	1,700.00	0.00	0.00	0.00
110 60.7215	8/05/2021	8.5.21 Budget Proje Contractual:Filing Fees	100.00	0.00	0.00	100.00	0.00
110 60.7300	8/05/2021	8.5.21 Budget Proje Contractual:Computer System	747.00	21.88	0.00	768.88	80.36
110 60.7420	8/05/2021	8.5.21 Budget Proje Contractual:Animal Control Vet	469.00-	1,000.00	0.00	531.00	0.04
110 60.7505	8/05/2021	8.5.21 Budget Proje Contractual:Liability Insur	195.00-	1,859.57	0.00	1,664.57	0.07-
110 60.7510	8/05/2021	8.5.21 Budget Proje Contractual:Worker's Compens	92.00	1,654.20	0.00	1,746.20	0.02-
110 60.7600	8/05/2021	8.5.21 Budget Proje Contractual:Refuse Collection	1,600.00-	1,600.00	0.00	0.00	0.00

PACKET: 00151-BA

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000166							
110 60.8010	8/05/2021	8.5.21 Budget Proje Other:MembershipsDues	750.00	0.00	50.00	800.00	750.00
110 60.8070	8/05/2021	8.5.21 Budget Proje Other:Miscellaneous	20.00	100.00	20.00-	100.00	100.00
110 40.9700	8/05/2021	8.5.21 Budget Proje Transfer Out	68,756.00	70,000.00	0.00	163,756.00	54,999.71
110 40.9700	8/05/2021	8.5.21 Budget Proje Transfer Out	25,000.00	70,000.00	0.00	163,756.00	54,999.71
PACKET NOTES:							
These budget amendments are posted to reflect the projected totals for FY 20/21 during the FY 21/22 budget process							
					TOTAL NO. ADJUSTMENTS--REVENUE:	57	109,029.00
					TOTAL NO. ADJUSTMENTS--EXPENSE:	251	98,880.00
					TOTAL IN PACKET--		207,909.00

*** BUDGET DEFICIT WARNINGS ***

FUND ACCOUNT	NAME	BALANCE
110 20.6031	Personnel:SUTA Taxes	0.11-
110 30.6031	Personnel:SUTA Taxes	0.48-
110 30.6245	Mat/Supplies:Postage	0.16-
110 40.6020	Personnel:Salaries-Overtime	85.30-
110 40.6499	Mat/Supplies:O/H Cost Recovery	1,320.69-
110 40.6599	Utilities:O/H Cost Recovery	3,167.06-
110 40.6999	Maintenance:O/H Cost Recovery	567.57-
110 40.7505	Contractual:Liability Insur	0.41-
110 40.7508	Contractual:Website	0.45-
110 40.7699	Contractual:O/H Cost Recovery	603.18-
110 40.8085	Other:Interest on Cash Deficit	0.36-
110 40.8100	Other:Cash-Short/Over	0.46-
110 40.8199	Other:Cost O/H Recovery	1,222.31-
110 50.6025	Personnel:Salaries SickLeaveBB	0.41-
110 50.6230	Mat/Supplies: Office Equipment	0.33-
110 50.9350	Capital Outlay:Equipment	0.05-
110 55.6050	Personnel:Service Pay Longevit	0.20-
110 55.6115	Training;Licensure/Cont Ed	0.43-
110 55.8087	Other:Capital Lease-Fire Truck	0.44-
110 60.7505	Contractual:Liability Insur	0.07-
110 60.7510	Contractual:Worker's Compens	0.02-

PACKET: 00151-BA

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000166							

TOTAL WARNINGS: 27

*** NO ERRORS ***

*** END OF REPORT ***



DALWORTHINGTON GARDENS

2600 Roosevelt Drive DWG, Texas 76016

BUDGET AMENDMENT FORM

Date: 8/5/21

Incode Budget# _____

Check all appropriate boxes.

TOTAL AMENDMENT AMOUNT \$ 66,714.00

- Transfer between departments. Requires department head approval and City Administrator or DPS Director, whichever is applicable.
- Less than \$5,000 and delay **would** cause a business interruption. NO IMPACT TO FUND BALANCE. Council to ratify at the next regular scheduled council meeting.
- Purchase **required** as delay would cause a business interruption. THIS WILL IMPACT FUND BALANCE AND SHALL WAIT UNTIL COUNCIL APPROVAL IS OBTAINED.
- Purchase **required** as delay would cause a business interruption. THIS WILL IMPACT FUND BALANCE AND IS DEEMED EMERGENCY BY MAYOR. Council to ratify at the next regular scheduled council meeting.

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

EXPLANATION:

This amendment is to adjust the O&G Reserve budget for all accounts to match projections as submitted to council on 8/5/21. This will allow staff to utilize Incode Accounting system to track expenditures with projections.

From Department Approval: _____ To Department Approval: _____

City Administrator Approval: [Signature] DPS Director Approval: _____

MAYOR APPROVAL, if required: _____

Attach copy of minutes ratifying approval.

111 - O&G RESERVE FUND		2020-21	
Account Number	Account Description	Actual/ Projected	Actual/ Projected vs Amended Budget
00.4800	Other:Interest Invest	\$ 465	\$ (2,043)
Total Other Revenue		\$ 465	\$ (2,043)
00.4900	Transfer In	\$ 128,756	\$ 68,756
Other Sources		\$ 128,756	\$ 68,756
TOTAL REVENUE		\$ 129,221	\$ 66,714
50.9100	Capital Outlay:DPS Vehicle	\$ -	\$ -
50.9105	Capital Outlay:DPS Equipment	\$ -	\$ -
Total Capital Outlay		\$ -	\$ -
TOTAL EXPENSES		\$ -	\$ -

Impact to Fund Balance

66,714



DALWORTHINGTON GARDENS

2600 Roosevelt Drive DWG, Texas 76016

BUDGET AMENDMENT FORM

Date: 8/5/21

Incode Budget# _____

Check all appropriate boxes.

TOTAL AMENDMENT AMOUNT \$ 87,961.00

- Transfer between departments. Requires department head approval and City Administrator or DPS Director, whichever is applicable.
- Less than \$5,000 and delay **would** cause a business interruption. NO IMPACT TO FUND BALANCE. Council to ratify at the next regular scheduled council meeting.
- Purchase **required** as delay would cause a business interruption. THIS WILL IMPACT FUND BALANCE AND SHALL WAIT UNTIL COUNCIL APPROVAL IS OBTAINED.
- Purchase **required** as delay would cause a business interruption. THIS WILL IMPACT FUND BALANCE AND IS DEEMED EMERGENCY BY MAYOR. Council to ratify at the next regular scheduled council meeting.

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

AMOUNT: _____

AMOUNT: _____

FROM DEPARTMENT _____

TO DEPARTMENT _____

FROM ACCOUNT # _____

TO ACCOUNT# _____

EXPLANATION:

This amendment is to adjust the PRFDC budget for all accounts to match projections as submitted to council on 8/5/21. This will allow staff to utilize Incode Accounting system to track expenditures with projections.

- From Department Approval: _____ To Department Approval: _____
- City Administrator Approval: _____ DPS Director Approval: _____

MAYOR APPROVAL, if required: _____

Attach copy of minutes ratifying approval.

PARK & RECREATION FACILITY DEVELOPMENT CORPORATION		2020-21	
Account Number	Account Description	Actual /Projected	Actual/ Projected vs Amended Budget
00.4025	Taxes - Sales Tax - Economic D	133,703	15,103
Total Sales & Use Taxes		\$ 133,703	\$ 15,103
00.4800	Other Revenue: Int from Investm	2,543	(1,657)
00.4850	Other Revenue: Historical Committee	-	-
00.4825	Other Rev: Playground Grants	11,046	11,046
00.4854	Other Rev: Shade Structure Donations	14,223	14,223
00.4890	Other Rev: Misc Revenue	315	390
00.4895	Other Rev: Contributed Property	-	-
00.4898	Other: Donation-Park Benches	-	-
00.4899	Other: Donations	200	200
Total Other Revenue		\$ 28,327	\$ 24,202
00-4900	Transfer-In	20,777	20,777
00-4960	Proceeds from Sale	-	-
Total Other Sources		\$ 20,777	\$ 20,777
TOTAL REVENUES		\$ 182,806	\$ 60,081
40.6000	Personnel Salaries: Full Time	14,554	(3,747)
40.6005	Personnel Salaries: Part-time	11,622	(1,378)
40.6020	Personnel Salaries: Overtime	3,521	2,672
40.6021	Personnel: Special Events OT	107	107
40.6025	Personnel: Sick Leav Buy Back	214	(23)
40.6036	Personnel: Supplements	294	(77)
40.6050	Personnel: Service Pay: Longev	140	86
Total Personnel Salary & Wages		\$ 30,452	\$ (2,361)
40.6027	Personnel: Pre-Employment Screening	108	108
40.6030	Personnel: FICA(SS) & MediCare	1,611	(817)
40.6031	Personnel: SUTA Taxes	877	739
40.6042	Personnel: ER-Life/AD&D Ins	10	(8)
40.6045	Personnel: TMRS	3,457	(1,062)
40.6046	Personnel: ER-LongTerm Disab	1,096	1,024
40.6047	Personnel: Health Insurance	3,147	(1,812)
40.6048	Personnel: HSA/HRA	1,449	1,449
40.6049	Personnel: ER Short Term Disab	123	78
Total Personnel Taxes & Benefits		\$ 11,877	\$ (302)
40.6100	Training & Travel	165	(10)
Total Training & Travel		\$ 165	\$ (10)

PARK & RECREATION FACILITY DEVELOPMENT CORPORATION		2020-21	
Account Number	Account Description	Actual /Projected	Actual/ Projected vs Amended Budget
40.6205	Mat/Supplies: Legal Notices	-	-
40.6206	Mat/Supplies: Other	160	160
40.6207	Mat/Supplies: Park Benches	-	-
40.6245	Mat/Supplies: Postage	-	-
40.6275	Mat/Supplies: Equipment	1,188	1,188
40.6276	Mat/Supplies: Furnishings	-	-
40.6300	Mat/Supplies: Uniforms	494	(6)
40.6315	Mat/Supplies: Other	67	67
40.6350	Mat/Supplies:Fuel	-	-
40.6400	Mat/Supplies: Tools & Supplies	2,081	156
40.6410	Mat/Supplies: Weed & Pest Control	356	34
Total Materials & Supplies		\$ 4,347	\$ 1,600
40.6500	Utilities:Electricity	1,887	304
40.6505	Utilities:Gas	-	-
40.6510	Utilities-Telephone	2,411	333
40.6515	Utilities-Water & Sewer	1,320	(688)
Total Utilities		\$ 5,617	\$ (52)
40.6810	Maintenance: Bldgs/Ground/Park	8,488	(1,612)
40.6825	Maintenance: Equipment	851	211
Total Maintenance		\$ 9,339	\$ (1,401)
40.7015	Consultants:Legal-Regular	4,049	(6,951)
40.7030	Consultants:Engineer-Regular	-	(1,000)
40.7095	Consultants:Other	-	-
Total Consultants		\$ 4,049	\$ (7,951)
40.7300	Contractual:Computer	1,756	0
40.7505	Contractual:Liability Insuranc	182	89
40.7510	Contractual:Worker's Compensat	900	73
40.7620	Contractual:TRA Effluent Fee	351	(2,649)
Total Contractual		\$ 3,190	\$ (2,487)
40.8010	Other: Membership/Dues	3,000	-
40.8020	Other: Meetings	-	(700)
40.8022	Other: Special Events	2,405	(1,260)
40.8035	Other: Marketing/Advertising	575	-
40.8051	Other: Scout Projects	-	-
40.8052	Other: Historical Committee	-	-
40.8070	Other: Misc	200	-
40.8085	Other:Interest on Cash Deficit	-	-
Total Other		\$ 6,180	\$ (1,960)
40.9100	Capital Outlay:Vehicle	-	-
40.9320	Capital Outlay:Park Improvements	14,223	(12,957)
40.9350	Capital Outlay:Equipment	-	-
Total Capital Outlay		\$ 14,223	\$ (12,957)

PARK & RECREATION FACILITY DEVELOPMENT CORPORATION		2020-21	
Account Number	Account Description	Actual /Projected	Actual/ Projected vs Amended Budget
40.9700	Transfer Out	-	-
Total Other Uses		\$ -	\$ -
TOTAL EXPENSES		\$ 89,439	\$ (27,880)
Impact to Fund Balance			\$ 87,961

**City Council
Staff Agenda Report**

Agenda Item: 7h.

Agenda Subject: Approval of changes to the city Comprehensive Financial Policy.		
Meeting Date: August 19, 2021	Financial Considerations: Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" 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: Some very basic changes are being presented for the Comprehensive Financial Policy to match city practices and to match changes already approved in other financial documents.

Recommended Action/Motion: Motion to approve changes as presented to the city Comprehensive Financial Policy.

Attachments: Policy

**CITY OF DALWORTHINGTON GARDENS, TEXAS
COMPREHENSIVE FINANCIAL MANAGEMENT POLICY STATEMENTS**

Purpose

The Comprehensive Financial Management Policy Statements assembles all of the City's financial policies into one document. These statements are the tools used to ensure that the City is financially able to meet its current and future service needs. The individual statements contained herein serve as guidelines for both the financial planning and internal financial management of the City.

Municipal resources must be wisely used to ensure adequate funding for the services, public facilities, and infrastructure necessary to meet immediate and long-term needs. These policy statements safeguard the fiscal stability required to achieve the City's objectives and ensure long-term financial health.

Objectives

- A. To guide City Council and management policy decisions that have significant fiscal impact.
- B. To employ balanced revenue policies that provide adequate funding for services and service levels.
- C. To maintain appropriate financial capacity for present and future needs.
- D. To maintain sufficient reserves so as to maintain service levels during periods of economic downturn.
- E. To promote sound financial management by providing accurate and timely information on the City's financial condition.
- F. To protect the City's credit rating and provide for adequate resources to meet the provisions of the City's debt obligations on all municipal debt.
- G. To ensure the legal use of financial resources through an effective system of internal controls.
- H. To promote cooperation and coordination with other governments and the private sector in financing and delivery of services.

I.
ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

Maintain accounting practices that conform to Generally Accepted Accounting Principles (GAAP) and comply with prevailing federal, state, and local statutes and regulations. Provide for, prepare and present regular reports that analyze and evaluate the City's financial performance and economic condition.

A. *Accounting Practices and Principles*

The City will maintain accounting practices that conform to Generally Accepted Accounting Principles (GAAP) as set forth by the Governmental Accounting Standards Board (GASB), the authoritative standard setting body for units of local government. All City financial documents, except monthly interim financial reports, including official statements accompanying debt issues, Annual Financial Statements and continuing disclosures statements will meet these standards.

B. *Financial and Management Reporting*

1. Interim Financial Reports will be provided monthly to management and City Council that explains key economic and fiscal developments and note significant deviations from the budget. These reports will be distributed monthly by the regularly scheduled City Council meeting for the prior month.
2. A mid-year budget evaluation will be held during a council meeting following the end of the first six months. Budget amendments can be presented, as needed, during monthly council meetings.

C. *Annual Audit*

1. Pursuant to State Statute, the City shall have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The audit shall be performed by certified public accounting (CPA) firm, licensed to practice in the State of Texas. The annual financial statement, including the auditor's opinion, shall be filed within 180 days after the last day of the City's fiscal year. The audit firm shall also provide a Single Audit of Federal and State grants, when necessary. The Finance Director shall be responsible for establishing a process to ensure timely resolution of audit recommendations.

2. *Audit Committee shall be appointed by resolution.*

The audit committee shall consist of the Mayor, two (2) members of the City Council, Finance Director, and City Administrator. The primary purpose of the audit committee is to assist City Council and the City Administrator in fulfilling oversight responsibilities for financial reporting, audit processes, and effective internal control systems.

3. *Annual Financial Disclosure*

As required by the Securities and Exchange Commission (SEC) Rule 15c2-12, the City will provide certain annual financial information to various information repositories through disclosure documents or set of documents that include the necessary information. This will include any periodic materials event notices as required by the SEC.

D. *Signature of Checks*

Pursuant to City Code §1.06.002, all checks shall have two signatures, signed by one elected official and one appointed official of the city, as designated by resolution of the City Council. Checks shall be signed by hand.

E. *Compliance with Council Policy Statements*

The Financial Management Policy Statements will be reviewed bi-annually and updated, revised or refined as deemed necessary. Policy statements adopted by City Council are guidelines, and occasionally exceptions may be appropriate and required. Exceptions will be identified, documented, and explained to City Council and/or the City Administrator.

II.
BUDGET AND LONG-RANGE FINANCIAL PLANNING

A. *Balanced Budget*

The Mayor shall prepare a structurally balanced budget for the ensuing fiscal year for review and approval by the City Council pursuant to the prevailing state and local law. A structurally balanced budget is further defined as recurring revenues funding recurring expenditures and adherence to fund balance policies.

B. *Current Funding Basis (Recurring Revenues)*

The City shall budget and operate on a current funding basis. Recurring expenditures shall be budgeted and controlled so as not to exceed current revenues. Recurring expenses will be funded exclusively with recurring revenue sources to facilitate operations on a current funding basis.

C. *Use of Non-Recurring or Depleting Revenues*

Non-recurring or depleting revenue sources, such as a one-time revenue remittance of fund balance in excess of policy can only be budgeted/used to fund non-recurring expenditures, such as capital purchases or capital improvement projects. This will ensure that recurring expenditures are not funded by non-recurring sources.

D. *Tax Rate*

The Mayor will recommend a tax rate that the City finances require in order to operate efficiently, yet effectively, and pay its debt.

1. *Over-Age and Disabled Persons Exemptions*

The City currently grants a \$60,000 exemption for persons 65 or older and for disabled persons. An eligible disabled person who is sixty-five (65) years of age or older may not receive both the disabled and elderly exemption, but may choose either. If two or more individuals who are eligible for an exemption under this article own the same residence homestead, the exemptions for each may not be combined and only one (1) owner may receive the exemption. Eligibility for this exemption is determined by an individual's and his or her residence's qualifications on January 1 of the tax year, beginning 2005.

E. *Pay as You Go Capital Projects*

The transfer from the City's General Fund and the City's Enterprise Fund to fund pay-as-you-go capital projects will be budgeted when financially feasible and when projects present themselves for funding. The transfer will be based on the financial health of each fund with the long-term goal of adequately funding infrastructure rehabilitation.

F. *Revenue Estimating for Budgeting*

1. In order to protect the City from revenue shortfalls and to maintain a stable level of service, the City shall use a conservative, objective, reasonable and analytical approach when preparing revenue estimates. The process shall include historical collection rates, trends, development, and probable economic changes. This approach is intended to reduce the likelihood of actual revenues falling short of budget estimates and should avoid mid-year increases in city service charges.
2. The City, whenever possible, will seek outside sources of revenue, such as federal, state, and local grants, in order to leverage local dollars.
3. Estimates from grant sources will be projected only to the specific date on which the entitlement will end.

G. *Budget Preparation*

1. Department heads have primary responsibility for formulating budget proposals. New or expanded services should support City Council goals and priorities. Department Heads are charged with implementing their budgets once they are approved.

2. All competing requests for City resources will be prioritized within the formal annual budget process and resolved by City Council.
3. Actions on items that come up throughout the year with significant financial impacts should be withheld until they can be made in the full context of the annual budget process and long-range plan, unless unforeseen circumstances present themselves.

H. *Budget Management*

The City Council shall delegate authority to the department heads in managing the budget after it is formally adopted by the City Council, including the transfer of funds within departments. Department heads may further delegate levels of authority for the daily operations of the budget. Expenditures/expenses are legally adopted at the department level. Expenditures/expenses should not exceed the adopted budget. Any changes between departments must be approved by the City Council.

I. *Amended Budget*

In order to preserve fund balances/ending balances based on projected revenues and expenditures/expenses for the current fiscal year, City Council will amend the annual budget for all funds as set forth in the projections. City Council may amend the current fiscal year budget as needed.

J. *Operating Deficits*

The City Council shall take immediate corrective action if at any time during the fiscal year expenditure and revenue estimates are such that “net income” is lower than budgeted. Corrective actions may include:

- Deferral of capital equipment purchases
- Deferral of pay-as-you go capital improvements
- Expenditure reductions
- Deferral of certain positions
- Hiring freezes
- Freeze merit increases
- Use of fund balance
- Use of volunteers
- Increase fees
- Reduce work hours with subsequent reduction in pay
- Eliminate positions which may require laying-off employees if there are no other vacant positions for which they are qualified.

The use of fund balance, which is a one-time revenue source, may be used to fund an annual operating deficit, only with approval of a plan by Council to replenish the fund balance if it is brought down below policy level.

III.

REVENUES

Design, maintain and administer a revenue system that will assure reliable, equitable, diversified and sufficient revenue stream to support desired City services.

A. *Balance and Diversification in Revenue Sources*

The City shall strive to maintain a balanced and diversified revenue system to protect the City from fluctuations in any one source due to changes in local economic conditions, which may adversely impact that source.

B. *User Fees - General Fund*

1. For services that benefit specific users, the City shall establish and collect fees to recover the costs of those services. Where services provide a general public benefit, the City shall recover the costs of those services through property and sales taxes.
2. At a minimum, the City will strive to cover direct costs.
3. User fees should be reviewed annually and adjusted to avoid sharp changes.
4. Factors in setting fees shall include, but not be limited to: market and competitive pricing, effect of demand for services, and impact on users, which may result in recovering something less than direct, indirect and overhead costs.
5. The City may set a different fee for residents versus non-residents.
- ~~6. User fees should be adopted by Council Ordinance, and included in the Annual Fee Schedule.~~
- ~~7.6.~~

C. *User Fees - Enterprise Funds*

1. Utility rates and other Enterprise Fund user fees shall be set at levels sufficient to
 - a. cover operating expenditures (direct and indirect)
 - b. meet debt obligations and debt service coverage
 - c. provide pay-as-you-go funding for capital improvements
 - ~~a.d.~~ and provide adequate levels of working capital.
- ~~1. The Five-Year Financial Forecast and proposed operating budget shall serve as the basis for rate change considerations.~~
- ~~2. When necessary, the Five-Year Financial Forecast will be built around small rate increases annually versus higher rate increases periodically.~~

D. *Non-recurring or Depleting Revenue Sources*

1. Non-recurring or depleting revenue sources should not be used for ongoing expenses/expenditures.
2. Non-recurring or depleting revenue sources will be used as follows:
 - a. maintain or replenish fund balances
 - b. purchase capital improvements
 - c. purchase capital equipment
 - d. reduce debt

E. *Revenue Collection*

The City shall maintain high collection rates for all revenues by monitoring monthly receivables. The City shall follow an aggressive, consistent, yet reasonable approach to collecting revenues to the fullest extent allowed by law for all delinquent taxpayers and others overdue in payments to the City.

Revenues actually received will be compared to budgeted revenues by the Finance Director and any variances considered to be material will be investigated. This process will be summarized in the monthly financial report. (See I.B. Financial and Management Reporting.)

F. *Write-Off of Uncollectible Receivables*

(excludes property taxes, court fines and warrant)

1. Receivables shall be considered for write-off as follows:
 - a. State statute authorizing the release of extinguishment, in whole or in part, of any indebtedness, liability, or obligation, if applicable.
 - b. Accounts shall be written-off annually near year-end.
 - c. The write-off of uncollected accounts is a bookkeeping entry only and does not release the debtor from any debt owed to the City.

IV. EXPENDITURES

Identify services, establish appropriate service levels and administer the expenditure of available resources to assure fiscal stability and the effective and efficient delivery of those services.

A. *Maintenance of Capital Assets*

Within the resources available each fiscal year, the City shall maintain capital assets and infrastructure at sufficient level to protect the City's investment, to minimize future replacement and maintenance costs, and to maintain service levels.

B. *Periodic Program/Services Reviews*

The Mayor and staff shall undertake periodic reviews of City programs and services for both efficiency and effectiveness. Programs or services determined to be inefficient and/or ineffective shall be recommended through the annual budget process to be reduced in scope or eliminated.

C. *Purchasing*

All City purchases of goods and services shall be made in accordance with the City's current *Purchasing Policy*.

V. FUND BALANCE AND RESERVES

Maintain the fund balance and working capital of the various operating funds at levels sufficient to protect the City's credit worthiness as well as its financial position during emergencies or economic fluctuations.

A. *General Fund Unrestricted Fund Balance*

The City shall maintain the General Fund unrestricted fund balance equivalent to three (3) months of recurring operating expenditures with a goal of maintaining six (6) months, based on current year budget expenditures. If the fund balance exceeds this amount, funding non-recurring expenditures in the following fiscal year may be used to draw down the balance.

B. *Water/Sewer Unreserved Working Capital*

The City shall maintain a working capital sufficient to provide for reserves for emergencies and revenue shortfalls. A cash equivalent operating reserve equivalent to three (3) months of recurring operating expenses with a target of maintaining six (6) months, based on current year budget expenses. If the operating reserve exceeds this amount, funding non-recurring expenses in the following fiscal year may be used to draw down the balance.

The cash operating reserve is derived by dividing the total cash equivalents balance by recurring operating expenses.

C. *Use of Fund Balance/Working Capital*

Fund balance/Working Capital shall only be used for emergencies, non-recurring expenditures/ expenses or major capital purchases that cannot be accommodated through current year savings and by approval of City Council. Should such use reduce balances below the level established as the objective for that fund, restoration recommendations will accompany the request/decision to utilize said balances.

D. *Debt Interest & Sinking (I & S) Fund Restricted Fund Balance*

The City shall maintain the debt I & S fund balance at a sufficient level to cover the upcoming annual debt service requirement.

E. *Parks & Recreation Facilities Development Corporation*

As sales tax revenue fluctuates due to changes in economic conditions, the PRFDC shall maintain a fund balance of no less than 10% of budgeted sales tax revenues unless a higher amount is identified for an upcoming capital expenditure.

F. *Water/Sewer Revenue Debt Coverage Reserves*

Revenues shall be maintained at 1.5 times coverage in a fiscal year. Coverage will take into account tax-backed debt issued for the water/sewer system.

G. *Bond Issuance Reserves*

Debt service reserves should be maintained for each bond issue as required by bond covenants.

H. *Fund Balance Classification*

The governmental fund financial statements will present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the City is bound to honor certain constraints on the use of the financial resources within the governmental funds. The classifications used will be as follows:

- **Nonspendable:** Amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. Examples include Inventories, prepaid items, etc.
- **Restricted:** Amounts for which constraints have been placed on the use of resources either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. Restricted fund balances include but may not be limited to: special court funds created by state statute, debt I & S fund, state and federal forfeitures/seizures, Park & Recreational Facilities Development Corporation Fund, Crime Control Prevention District Fund, street sales tax fund, ~~and~~ park donation revenues, unspent bond proceeds, unspent grant funds, unspent capital lease proceeds, and unspent funds received pursuant to funding, developer, and/or TxDOT agreements.
- **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.
- **Unassigned:** Is the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose.

Commitment of Fund Balance:

- The City Council is the City's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is an ordinance approved by the City Council. The ordinance must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in a subsequent period.

Assignment of Fund Balance:

- The City Council has authorized the Finance Director as the official authorized to assign fund balance to a specific purpose pursuant to the guidelines.

Order of Expenditure of Funds:

- When multiple categories of fund balance are available for expenditure, the City would typically use Restricted fund balances first, followed by Committed, and then Assigned, but reserves the right to selectively spend from any of the categories, including Unassigned based upon the individual circumstances.

VI.
CAPITAL EXPENDITURES AND IMPROVEMENTS

Annually review and monitor the state of the City's capital equipment and infrastructure, setting priorities for its replacement and renovation based on needs, funding alternatives, and availability of resources.

A. *Capitalization Threshold for Tangible Capital Assets*

1. Tangible capital items should be capitalized only if they have an estimated useful life of ~~two (2)~~ one (1) year or more following the date of acquisition or significantly extend the useful life of the existing asset and cannot be consumed, unduly altered, or materially reduced in value immediately by use and have a cost of not less than \$5,000 for any individual item or group of items (i.e.: desks, chairs, etc.).
2. The capitalization threshold of \$5,000 will be applied to individual items or to a group of similar items (i.e.: desks, chairs, etc.).
3. The responsibility for the custody, use, control, and care of City property lies with each City department. Each department head should ensure that the department maintains adequate internal control procedures.
4. For depreciation details, refer to the City's *Capitalization & Depreciation Policy* in its entirety.

B. *Five-Year Capital Improvement Plan (CIP)*

1. The City shall annually prepare a five-year capital improvement plan based on the needs for capital improvements and equipment, the status of the City infrastructure, replacement and renovation needs, and potential new projects. Capital projects are improvements or additions to the City's physical plant/facilities/infrastructure and become a part of the City's asset inventory. Capital projects can be further categorized into land, buildings, improvements other than buildings, and infrastructure, which includes roads, sidewalks, bridges, utility lines, physical plants, etc. Capital costs typically consist of preliminary design, final design, and construction, and may involve the acquisition of land or easements. For purposes of the CIP Plan, a Capital Improvement Project should generally exceed a cost of \$50,000.
2. For the most part, projects in the CIP should be based upon master plans or developer agreements. This ensures that the City's CIP, which is the embodiment of the recommendations of these individual planning studies, is responsive to the officially stated direction of the City as contained in the Comprehensive Plan.
3. For every project identified in the CIP, a project scope and project justification will be provided. Also, project costs shall be estimated, funding sources identified and annual operation and maintenance costs computed.
4. The City Administrator is charged with recommending a Capital Improvement Plan to City Council. The CIP shall be filed and adopted in conjunction with the annual budget.
5. Annually, through the budget process and at year-end, projects are to be reviewed. For those identified as complete, any remaining funds will close to fund balance. For those projects with identified savings, the project budget will be reduced and the subsequent savings will flow to fund balance. These funds can then be re-appropriated during the next fiscal year capital budget. Funds remaining from bond proceeds will only be used in accordance with the legal use of those funds. Funds needed for any uncompleted projects in Construction in Progress status shall be reappropriated in the next fiscal year's budget.

C. *Infrastructure Evaluation and Replacement/Rehabilitation*

Water, wastewater, drainage, streets and sidewalks, municipal facilities and other infrastructure are fundamental and essential functions for public health and safety, environmental protections and the economic well-being of the City. As a result, the City's CIP should be focused on ensuring that infrastructure is replaced

as necessary to protect the City's investment, to minimize future replacement and maintenance costs, and to maintain existing levels of service and accommodate growth.

1. High priority should be given to replacing/rehabilitating capital improvements prior to the time that they have deteriorated to the point where they are hazardous, incur high maintenance costs, negatively affect property values, or no longer serve their intended purpose.
2. The decision on whether to repair, replace or to rehabilitate an existing capital asset will be based on which alternative is most cost-effective, which would include life-cycle costing, and provides the best value to the City.

D. Replacement of Capital Assets on a Regular Schedule (Fleet and High-Tech)

The City shall annually prepare a schedule for the replacement of its DPS (excluding fire trucks), public works fleet, and high technology capital assets. Funding for the replacement of these assets will be accomplished through the annual budget process, within the resources available each fiscal year. A variety of funding options will be explored, including but not limited to cash on hand and lease/purchase, based upon a determination of what would be in the best interest of the City.

E. Capital Expenditure Financing

The City recognizes that there are three basic methods of financing its capital requirements: Funding from current revenues; funding from fund balance; or funding through the issuance of debt. Types of debt and guidelines for issuing debt are set forth in the Debt Policy Statements in Section VII.

F. Pay-As-You-Go Capital Improvements

1. The City will make best efforts to pay cash for capital improvements within the financial affordability of each fund versus issuing debt when funding capital improvements and capital purchases. This will reduce/minimize the property tax and utility rate impacts on DWG citizens.
2. The City will seek out and use intergovernmental funding sources for capital improvements in order to leverage City funding and to minimize property and utility rate impacts.

G. Capital Improvements/Project Reporting

A summary/status report on the City's various capital projects will be prepared monthly by the City Administrator and made available to City Council. Income statements on the City's CIP funds will be prepared monthly and include budget-to-actual for each project as well as list of major contracts, expense to date, and percentage of contract completion.

VII.
DEBT

Establish guidelines for debt financing that will provide needed facilities, land, capital equipment and infrastructure improvements while minimizing the impact of debt payments on current and future revenues.

A. Use of Debt Financing

Debt financing, to include general obligation bonds, revenue bonds, certificates of obligation, certificates of participation, lease/purchase agreements, and other obligations permitted to be issued or incurred under Texas law, shall only be used to purchase capital assets that cannot be prudently acquired from either current revenues or fund balance and to fund infrastructure improvements and additions. Debt will not be used to fund current operating expenditures.

The City will pay cash for capital improvements within the financial affordability of each fund versus issuing debt when funding capital expenditures and capital improvements, which shall include, but not be limited to, sales tax, utility system revenues, developer fees, inter-local agreements, and state and federal grants.

B. *Affordability*

The City shall use an objective analytical approach to determine whether it can afford to issue general-purpose debt, both General Obligation and Certificates of Obligation, water/sewer debt, sales tax revenue debt, and any other financing permitted by State law. The process shall include an internal feasibility analysis for each long-term financing which analyzes the impact on current and future budgets, which would include the tax and utility rates. The process shall also include the benefits of the proposed projects. The decision on whether or not to issue new debt shall be based on the benefits of the project, current conditions of the municipal bond market, and the City's ability to "afford" new debt.

C. *Types of Long-Term Debt*

1. General Obligation Bonds (GO)

General Obligation bonds require voter approval and are secured by a promise to levy taxes in an amount necessary to pay annual debt service.

- a. General Obligation bonds must be issued for projects that are in accordance with the wording in the bond proposition.

2. Certificates of Obligation

Certificates of Obligation (CO) may be issued without voter approval to finance any public works project or capital improvement, as permitted by State law. It is the City's policy to utilize Certificates of Obligation to finance public improvements in certain circumstances and only after determining the City's ability to assume additional debt. Circumstances in which Certificates might be issued include, but are not limited to the following.

- a. The City may issue COs when there is insufficient funding on a general obligation bond-financed capital improvement.
- b. The City may issue COs when "emergency" (urgent, unanticipated) conditions require a capital improvement to be funded rapidly.
- c. The City may issue COs for projects when the City can leverage dollars from others to reduce the City's capital cost for a community improvement.
- d. The City may issue COs for projects when there is no other adequate funding source available (i.e.: GO or developer funding), the project is determined to be in the best interest of the City, and where a determination is made that waiting for the next bond referendum or having a bond referendum for a small amount of money or a small number of projects is impractical and where public notice versus a voted bond referendum is deemed acceptable by the City Council.
- e. The City may issue COs if it would be more economical to issue Certificates of Obligation rather than issuing revenue bonds; and
- f. The City may issue COs for projects for which the City will be reimbursed by Developer (principal plus interest).

3. Revenue Bonds

Revenue bonds are generally payable from a designated source of revenue. They do not require voter approval.

For the City to issue new revenue bonds, revenues, as defined in the ordinance authorizing the revenue bonds in question, shall meet the bond coverage ratio as defined in the ordinance. Annual adjustments to the City's rate structures for Enterprise Funds will be made as necessary to maintain the coverage factor.

If the City should issue COs for Water/Sewer Improvements, the Water/Sewer Fund will pay the annual debt service associated with the issue.

Revenues shall be maintained at 1.5 times coverage in a fiscal year. Coverage will take into account tax-

backed debt issued for the Water and Sewer Fund.

D. *Debt Structures*

The City shall normally issue bonds with a life not to exceed 25 years for general obligation bonds and 30 years for revenue bonds, but in no case longer than the useful life of the asset. The City shall seek level or declining debt repayment schedules and shall seek to retire 90% of the total principal outstanding within 20 years of the year of issuance. There should be no debt structures that include increasing debt service levels in subsequent years, with the first and second year of a bond payout schedule the exception or as special situations may warrant. There shall be no “balloon” bond repayment schedules, which consists of low annual payments and one large payment of the balance due at the end of the term. (There shall always be at least interest paid in the first fiscal year after a bond sale and principal payments starting generally no later than the second fiscal year after the bond issue.

The City currently has a level debt service structure. As such, unless there is growth (increased valuation, increase in number of connections, etc.) or reallocation of the tax rate to debt service, there is no room for additional debt without increasing rates.

The City will issue debt based on a fixed rate and will limit use of variable-rate debt due to the potential volatility of such instruments.

E. *Debt Refunding*

The City’s financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt. As a general rule, the net present value savings of a particular refunding should exceed 3.0% of the refunded maturities unless: (1) a debt restructuring is necessary; or (2) bond covenant revisions are necessary to facilitate the ability to provide services or to issue additional debt or; (3) the refunding is combined with a new debt issuance.

F. *Interest Earnings on Debt Proceeds*

Debt interest earnings will be limited to funding changes to the bond financed Capital Improvement Plan in compliance with the voted propositions, cost overruns on bond projects, or be applied to debt service payments on the bonds issued.

G. *Bond Elections*

1. Timing of general obligation bond elections shall be determined by the inventory of current authorized, unissued bonds remaining to be sold and the Five-Year Capital Improvement Plan.
2. An analysis showing how the new debt combined with current debt impacts the City’s tax rate and debt capacity will accompany every future bond issue proposal.

H. *Sale Process*

The City shall use a competitive bidding process in the sale of debt unless the nature of the issue warrants a negotiated sale. The City will utilize a negotiated process when the issue is, or contains, a refinancing that is dependent on market/interest rate timing, if the interest rate environment or market/economic factors may affect the bond issue, or if the nature of the debt is unique and requires particular skills from the underwriters involved. The City shall award the bonds based on a true interest costs (TIC) basis. However, the City may award bonds based on a net interest cost (NIC) basis as long as the financial advisor agrees that the NIC basis can satisfactorily determine the lowest and best bid.

I. *Underwriting Syndicates*

The City’s financial advisor shall attempt to involve qualified and experienced firms, which consistently submit ideas to the City and financial advisors and actively participate in the City’s competitive sale in its negotiated underwritings. In conjunction with the City, the City’s financial advisor shall recommend the structure of underwriting syndicates, which will be optimal for the type and amount of debt being issued.

J. *Bond Ratings*

Full disclosure of operations and open lines of communications shall be maintained with the rating agencies. Credit ratings will be sought from one or more of the nationally recognized municipal bond rating agencies, as recommended by the City's financial advisor.

The City will continually strive to maintain or increase the City's current bond ratings by prudently managing its funds and by reviewing and monitoring financial policies, budgets, forecasts and the financial health of the City.

K. *Covenant Compliance*

The City will comply with all covenants stated in the bond ordinance, including providing for annual disclosure information and providing for material event notices.

L. *Arbitrage Rebate Monitoring and Reporting*

Arbitrage is the interest earned on the investment of bond proceeds above the interest paid on the debt. The City will engage a third party arbitrage firm to meet the arbitrage rebate compliance requirement of the IRS regulation. The recordkeeping shall include tracking project expenditures, interest earned on the bonds, calculating rebate payments, and remitting any rebatable earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the outstanding debt.

M. *Lease/Purchase Agreements*

The City may use lease/purchase agreements for the acquisition of equipment when it is cost-effective and provides for attractive terms. All lease purchase agreements will be approved by City Council no matter the dollar amount.

N. *Swaps and Derivative Financial Products*

The City will not enter into any swaps for financial derivative products.

VIII.

CASH MANAGEMENT AND INVESTMENTS

To maintain the City's cash in such a manner so as to ensure the absolute safety of principal, to meet the liquidity needs of the City, and to achieve the highest possible yield.

A. *Investment Management*

1. All aspects of cash/investment management shall be designed to ensure safety and integrity of the City's financial assets.
2. Cash/Investment management activities shall be conducted in full compliance with prevailing local, state, and federal regulations. (See City's Investment Policy)
3. The City will utilize competitive quotes from approved broker/dealers, affording no special advantage to any individual or corporate member of the financial or investment community.
4. The City will only do business with City authorized broker/dealers and/or financial institutions as approved by Council and who have executed a written certification of their review of the City's Investment Policy.
5. The City shall design and establish policies relating to a variety of cash/investment management issues, such as the eligibility and selection of various broker/dealers, safekeeping requirements, collateral requirements, delivery versus payment requirements, weighted average maturity requirements and other such aspects of the program, which necessitate standard setting in pursuit of appropriate prudence and enhanced protection of assets. (See City's Investment Policy)

6. Investments of the City shall be made with the exercise of judgment and care which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment.

B. *Investment Strategy*

The City of DWG maintains a consolidated portfolio in which it pools its funds for investment purposes. The City's investment program seeks to achieve safety of principal, adequate liquidity to meet cash needs, and reasonable yields commensurate with the preservation of principal and liquidity. (See City's Investment Policy)

C. *Interest Income*

Interest earned from investments shall be distributed to the funds from which the funds were provided.

D. *Arbitrage Investments*

Investment on bond proceeds will be made with safety of principal and liquidity in mind, but with a competitive rate of return. If there is positive arbitrage, the rebatable earnings will be sent to the IRS, as necessary.

E. *Depository*

The City will select its official bank through a formal bidding process in order to provide the City with the most comprehensive, flexible, and cost-effective banking services available. The City will, at a minimum, bid depository services every five years. The City will review the financial health of the City's depository annually to include but not be limited to earnings, assets, capital, and liquidity.

F. *Collateralization of Deposits*

1. The City shall have pledged collateral held at an independent third-party institution and evidenced by a written receipt.
2. The value of the pledged collateral should be marked to market monthly and shall be at least 102 percent of par or market value of the investments, whichever is greater.
3. Substitutions of collateral shall meet the requirements of the collateral agreement. Collateral shall not be released until the replacement collateral has been received, if the release of the collateral should result in the value being under 102 percent of par value.
4. The pledge of collateral shall comply with the City's investment policy.

IX.

GRANTS AND INTERGOVERNMENTAL REVENUES

The City will seek, apply for, and effectively administer federal, state and local grants, which support the City's current priorities and policy objectives. The City should take advantage of opportunities to enhance service delivery through intergovernmental cooperation, shared revenues, and grants.

A. *Grant Guidelines*

1. The City shall apply and facilitate the application for only those grants that are consistent with the objectives and high priorities identified by Council and management.
2. Grant funding will be considered to leverage City funds. Inconsistent and/or fluctuating grants should not be used to fund ongoing programs and services.
3. The potential for incurring ongoing costs, to include assumptions of support for grant-funded positions from local revenues, will be considered prior to applying for a grant.

B. *Grant Review Process*

1. A uniform grants pre-application process will be utilized to assure the City has all the information necessary

to make a decision regarding a potential grant. Information to be provided should include, but not be limited to:

- a. The grant being pursued and the use to which it would be placed
 - b. The objectives or goals of the City which will be achieved through the use of the grant
 - c. The local match required, if any, plus the source of the local match
 - d. The increased cost to be locally funded upon termination of the grant
2. All grant agreements will be reviewed by the appropriate City staff, including finance, and the sponsoring department, to ensure compliance with state, federal, and City regulations.
 3. The Mayor shall approve all grant submissions with a financial obligation and the City Council shall approve all grant obligations over \$5,000.

C. *Budgeting for Grant Expenditures*

Annually, via the budget process, departments will submit for possible funding, known grant opportunities. These grant opportunities will be prioritized and ranked along with all other supplemental requests. If approved, the expenditure and associated revenue will be appropriated in the General Fund Fund or PRFDC. If there are grant opportunities that arise during the year and are received by the City, the budget will be amended via the projections, if the City can fund the local match required.

D. *Grant Termination and/or Reduced Grant Funding*

1. In the event of reduced grant funding, City resources will be substituted only after all program priorities and alternatives are considered during the budget process, unless the City is obligated through the terms of the grant to maintain the positions, services, or equipment.
2. The City shall terminate grant-funded programs and associated positions when grant funds are no longer available, and it is determined that the program no longer supports City goals and/or is no longer in the best interest of the City, unless the City has obligated itself through the terms of the grant to maintain the positions, services, or equipment.

X.

FINANCIAL CONSULTANTS

The City will employ qualified financial advisors and consultants as needed in the administration and management of the City's financial function. These areas include but are not limited to audit services, debt administration, delinquent tax collection attorney, and financial modeling. The principal factors in the selection of these consultants will be experience/expertise, ability to perform, the services offered, references, and methodology to name a few. In no case should price be allowed to serve as the sole criterion for the selection.

E. *Selection of Auditors*

At least every seven years, the City shall request proposals from qualified firms, including the current auditors if their past performance has been satisfactory. The City Council shall select an independent firm of certified public accountants to perform an annual audit of the accounts and records, and render an opinion on the financial statements of the City.

It is the City's preference to rotate auditor firms every seven years at the maximum, to ensure that the City's financial statements are reviewed and audited with an objective, impartial, and unbiased point of view. The rotation of the audit firm will be based upon the proposals received, the qualifications of the firm, and the firm's ability to perform a quality audit.

However, if through the proposal and review process, management and the Audit Committee select the current audit firm, then, it is the City's preference that the lead audit partner be rotated, as well as the lead reviewer, after a maximum of seven years.

F. *Depository Bank*

Pursuant to State law, the City may approve a depository contract whose term does not exceed five years. There is no requirement for rotation. The City will select its official banking institution through a formal process based on best value in order to provide the City with the most comprehensive, flexible, and cost-effective banking services available.

**City Council
Staff Agenda Report**

Agenda Item: 8a.

Agenda Subject: FY 2021-2022 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 16, 2021 Council Meeting.

<p>Meeting Date:</p> <p>August 19, 2021</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> <ul style="list-style-type: none"> <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
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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: 8b.

Agenda Subject: Discussion and possible action on setting the maximum proposed ad valorem tax rate; setting dates for two public hearings on the proposed tax rate, and setting the date at which City Council will adopt the fiscal year 2021-2022 ad valorem tax rate.

Meeting Date:	Financial Considerations:	Strategic Vision Pillar:
August 19, 2021	Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<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

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 16, 2021 meeting
- scheduling and stating the date for a public hearing
- scheduling and stating the date at which Council will adopt the 2021-2022 tax rate

Recommended Action/Motion: Motion to approve a proposed ad valorem tax rate not to exceed \$0.658553 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 16, 2021 at 7:00 p.m. to be held in the City Hall Council Chambers, 2600 Roosevelt Drive, DWG, Texas 76016.

Attachments: None

**City Council
Staff Agenda Report**

Agenda Item: 8c.

Agenda Subject: Discussion and possible action regarding adding a definition of “curved street” to the City of Dalworthington Gardens Code of Ordinances, Chapter 10, Subdivision Regulation, as it relates to platting.

<p>Meeting Date:</p> <p>August 19, 2021</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 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: At the July 15 Council Meeting, City Council provided direction regarding adding a definition of “curved street” to the city ordinances. The council’s motion was as follows: “A motion was made by Mayor Pro Tem Ed Motley and seconded by Council Member Cathy Stein to amend Chapter 10 of the city Code of Ordinances to delete the requirement for curvilinear street, add appropriate minimum radius of 350, create definition for lots to be measured at building line for cul de sacs and knuckles, and to have these new regulations apply to all plats moving forward.”

In reviewing changes to the ordinance resulting from that motion, there is confusion on deleting the requirement for curvilinear street in its entirety in Chapter 10. Staff would like feedback on whether that was the intention before crafting final ordinance changes. The sections staff believes are related to these changes are highlighted in the ordinance language attachment.

Recommended Action/Motion: Provide direction to staff by way of motion on the changes to the City of Dalworthington Gardens Code of Ordinances, Chapter 10, Subdivision Regulation, as it relates to curved streets in relation to platting.

Attachments: **Engineering Assessment from Last Meeting**
Chapter 10 Ordinance Language for Platting

Project: Curved Street Definition

Project No: 125261

Type: Single-Family Lots

Location: Dalworthington Gardens, TX

Date: 6/8/2021

General Design Guidelines from Ordinances

- Sec 14.02.092 - *Lot width, residential*. The length of a line extending from side lot line to side lot line of a residential lot, parallel to the street frontage of the lot.
- Sec. 14.02.171 (a) – Min. Lot Width for SF is 80 feet, front setback is 50 feet
 - Note 3 - Any single-family residential lot which on February 18, 1991, was classified “SF-2,” shall not be deemed nonconforming as to front and side yards if the lot has a front yard of not less than 35 feet and side yards of not less than 15 feet each (25 feet, if a corner lot).
- Sec. 10.02.183 - The lot design of a neighborhood should provide for lots of adequate width and depth to provide open area and to eliminate overcrowding. Lots should be rectangular so far as practicable and should have the side lot lines at right angles to the streets on which the lot faces or radial to curved street lines.
- Sec. 10.02.183 (2) (E) - Lot width shall be the average of the front and rear lot line dimensions. **Council member does not want this applied to lots on curved streets since (G) states lot width minimum.** In combination with other sections, this ordinance ensures the lot width in the rear is maintained with relation to the front width.
- Sec. 10.02.183 (2) (G) - Lots fronting on curved streets shall have a minimum lot width of 80 feet measured at the building line.
- **Council member – limit radius to $\leq 75'$.** The ordinances point to the desire for all streets to be curvilinear with the centerline radius for minor or local streets to be approved by Council based on City Engineer’s recommendation.
- Ordinance Sec. 10.02.221 (2) (A) - Subdivisions of lots intended for single-family dwellings shall be designed to provide for all minor and local streets in a curvilinear manner, except when:
 - i. In the determination of the planning and zoning commission and council, the shape or topography of the subdivision, existing zoning or the pattern of the adjacent street system would make the provision of such curvilinear streets impractical;
 - ii. The subdivision is part of and conforms to an unexpired preliminary plat approved prior to June 16, 1986; or
 - iii. The subdivision contains ten (10) or less gross acres of land and was not acquired by the subdivider or conveyed out of a larger tract of land without



June 8, 2021

Dalworthington Gardens

Page 2 of 2

benefit of plat approval and recording in accordance with the provisions of this article.

- Ordinance Sec. 10.02.221 (2) (B) - The maximum centerline radius for such streets shall be eight hundred feet (800').
- Ordinance Sec. 10.02.225 (d) (1) – Horizontal alignment for Minor or Local Minimum Radius = As approved by city council after recommendation of city engineer. Major = 1,000 feet, Collector = 600 feet, Minor or Local = Approved City Engineer recommendation (**Corinth** – Arterial = 775', Collector = 350', Residential = 250 feet, 350' **Arlington**, 333' **Fort Worth**)
- Ordinance Sec. 10.02.225 (e) (4) - The minimum radius for the back of curb on a cul-de-sac shall be 40.5 feet (Several cities require 50' radius and 120' ROW).
- Definition for existing plated lots where the street is curvilinear but the ROW isn't - For existing right-of-way that is tangent and does not follow the curvilinear street centerline, the lot width shall be 80' measured along the building line (50' offset and parallel to the right-of-way).

CHAPTER 10

SUBDIVISION REGULATION

ARTICLE 10.01 GENERAL PROVISIONS

(Reserved)

ARTICLE 10.02 SUBDIVISION ORDINANCE

Division 1. Generally

Sec. 10.02.001 Title

This article shall be known as the subdivision code or the subdivision ordinance of the city. (2005 Code, sec. 16.1.01)

Sec. 10.02.002 Authority

This article is adopted under the authority of the constitution and laws of the State of Texas, including particularly chapter 212 of the Texas Local Government Code. (2005 Code, sec. 16.1.02)

Sec. 10.02.003 Purpose

The purpose of this article is to provide procedures and standards for the orderly, safe and healthful development of areas within the city and to promote the health, safety, and general welfare of the community. (2005 Code, sec. 16.1.03)

Sec. 10.02.004 Platting required

No person, firm, association or corporation shall subdivide land in the city except by platting of the same in compliance with chapter 212 of the Texas Local Government Code and the rules and regulations provided in this article. No building permit shall be issued for the construction of improvements on any property not platted as required by this section, except that a plat shall not be a condition precedent to the issuance of a building permit when all of the following conditions shall exist:

- (1) The tract or parcel of land is occupied by an existing single-family residential structure built pursuant to a duly issued building permit;
- (2) The permit applied for is for the purpose of altering, remodeling or enlarging the said existing single-family residential structure or of adding, altering, remodeling or enlarging a permitted accessory structure;
- (3) Both the existing structure and the proposed change conform to the zoning, building, electrical, plumbing, and other applicable ordinances of the city; and
- (4) The area added by the remodeling or enlargement of a residential structure does not exceed 50% of the area of the preexisting structure.

(Ordinance 2020-09 adopted 10/15/20)

Sec. 10.02.005 Implementation and enforcement

(a) In the implementation of the standards and procedures of this article, the city shall insure that the developer makes appropriate new improvements or extends existing improvements so as to connect with existing or proposed improvements on adjacent properties in accordance with good engineering practice, having regard for the boundaries, topography, existing and proposed land uses and amenities of both the property being developed and adjacent properties, where such extensions and connections are consistent with or in furtherance of the comprehensive plan of the city for such improvements.

(b) The requirements of this article imposed on subdividers and developers of real property within the city shall be enforced by any available civil and/or criminal remedies.

(2005 Code, sec. 16.1.05)

Sec. 10.02.006 Definitions

For the purpose of this article, the following terms, phrases, words, and their derivations shall have the meaning ascribed to them in this section:

Alley. A minor public right-of-way, not intended to provide the primary means of access to abutting lots, which is used primarily for vehicular service access to the back sides of properties otherwise abutting on a street.

Amending plat. A plat document amending a preceding plat as authorized by section 212.016, Texas Local Government Code, which may be recorded and is controlling over that preceding plat document.

Applicant. The person or other entity seeking approval of a plat, replat, or any other city consent or action required by this article.

Approved. Having approval of the appropriate authority of the city.

Building setback line. The line within a property defining the minimum horizontal distance between a building and the adjacent right-of-way line.

City council. The governing body of the city.

City engineer. The person or firm appointed to such position by the city council.

Commission. The planning and zoning commission of the city.

Comprehensive plan. The plan required by section 211.004 of the Texas Local Government Code.

Cul-de-sac. A street having but one outlet to another street, and terminated on the opposite end by a vehicular turnaround.

Engineer. A person duly authorized under the provisions of the Texas Engineering Registration Act, as heretofore or hereafter amended, to practice the profession of engineering.

Knuckles. Areas on the roadway expanded to provide a turn-around and additional access or lot frontage on residential minor or local streets. Knuckles are required at intersections where each street extends in only one direction from the intersection.

Lot. An undivided tract or parcel of land having frontage on a public street or private access easement and which is, or in the future may be offered for sale, conveyance, transfer or improvement which is designated as a distinct and separate tract, and which is identified by a tract or lot number or symbol in a duly approved subdivision plat which has been properly filed of record.

Owner. The person or other entity having legal ownership of real property which is subject to this article.

Plat administrator. The person designated by the city to receive and process submissions made pursuant to this article, and to enforce the terms hereof.

Plat, final. The official, permanent record of the division of land, approved or to be approved by appropriate bodies and recorded in the plat records of Tarrant County in compliance with the requirements of this article and chapter 212 of the Texas Local Government Code.

Plat, preliminary. A working document normally precedent to a final plat, containing all planning factors deemed necessary by this article or the platting authority to determine the appropriate subdivision of land.

Replat. The revision or subdivision of any part or all of any block or a previously platted subdivision, addition, or lot.

Subdivider. Any person or any agent thereof, dividing or proposing to divide land so as to constitute a subdivision as that term is defined herein. In any event, the term "subdivider" shall include the owner, equitable owner or authorized agent of such owner or equitable owner, of land sought to be subdivided.

Subdivision. A division of any tract of land situated within the corporate limits, in two or more parts, for the purpose of laying out any subdivision of any tract of land or any addition of any town or city, or for laying out suburban lots or building lots, or any lots, and streets, alleys or parts or other portions intended for public use or the use of purchasers or owners of lots fronting thereon or adjacent thereto. Subdivision includes resubdivision, but it does not include the division of land for agricultural purposes in parcels or tracts of five acres or more and not involving any new street, alley or easement of access.

Surveyor. Any person registered as a licensed professional land surveyor by the Texas Board of Professional Engineers and Land Surveyors.

Thoroughfare plan. The plan for streets and thoroughfares contained in the comprehensive plan adopted by the city.

(2005 Code, sec. 16.1.06; Ordinance 2020-09 adopted 10/15/20)

Sec. 10.02.007 Approval authority

Except as otherwise provided in this article, the city council shall be the final authority for the approval of preliminary plats, final plats, replats, and amending plats, after review and comment of the planning and zoning commission.

Sec. 10.02.008 Delegation of approval responsibility

- (a) The city council hereby delegates to the plat administrator the ability to approve the following:
 - (1) Amending plats;
 - (2) Replats involving four or fewer lots fronting on an existing street and not requiring the creation of any new street or the extension of municipal facilities; or
- (b) The plat administrator may, for any reason, elect to present the plat for approval to the municipal authority responsible for approving plats.
- (c) The plat administrator shall not disapprove a plat and shall be required to refer any plat when the plat administrator

refuses to approve to the municipal authority responsible for approving plats within the time period specified in this article for consideration of the plat.

(d) If the plat administrator refers a plat, for any reason, to the municipal authority responsible for approving plats, the plat shall be processed in the same manner herein provided for a final plat.

(Ordinance 2020-09 adopted 10/15/20)

Secs. 10.02.009–10.02.030 Reserved

Division 2. Submission Requirements

Sec. 10.02.031 Time and place of filing; determination of completeness

(a) All plats, replats, and associated materials required to be submitted for plat approval shall be received in the office of the city secretary. The applicant shall meet with the plat administrator for the purpose of review of the content of the applicant's submission.

(b) Not later than the tenth business day after the date an application is submitted, the plat administrator shall make a written determination whether the application constitutes a complete application. This shall include a determination that all information and documents required by this chapter have been submitted. A determination that the application is incomplete shall be delivered to the applicant within such time period by one, or more, of the following methods at the address listed on the application:

- (1) United States Mail;
- (2) Facsimile transmission;
- (3) Receipted e-mail; or
- (4) Receipted hand-delivery.

The determination shall specify the documents or other information needed to complete the application and shall state that the application will expire if the documents or other information is not submitted within 45 days after the date the application was submitted.

(c) A plat application shall be deemed complete on the 11th business day after the application has been received, if the applicant has not otherwise been notified that the application is incomplete. For purposes of this section, the applicant shall be deemed to have been notified if the city has mailed a copy of the determination as provided in subsection (b) above.

(d) The processing of an application by any city employee prior to the time the application is determined to be complete shall not be binding on the city as acceptance of the application as complete.

(e) The incompleteness of an application shall be grounds for disapproval of the application by the city council regardless of whether a determination of incompleteness was mailed to the applicant.

(f) A plat application shall be deemed to expire on the 45th day after the application is submitted to the city secretary for processing if the applicant fails to provide documents or other information necessary to meet the requirements of this chapter as specified in the determination provided to the applicant. Upon expiration, the application will be returned to the applicant together with any accompanying documents. Thereafter, a new application must be submitted. All subsequent re-filings will be subject to fees per the city's fee schedule.

(g) No vested rights accrue solely from submitting an application that has expired pursuant to this section, or from submitting a complete application that is subsequently denied.

Sec. 10.02.032 Reproduction and form requirements

An electronic copy of each exhibit required herein shall be submitted for preliminary plats, final plats, replats and amending plats. The zoning administrator will determine the number of printed or reproducible copies needed for each application.

(Ordinance 2020-09 adopted 10/15/20)

Sec. 10.02.033 Plat fee

The initial submission to the city of any preliminary or final plat revision shall be accompanied by the processing fee prescribed therefor as provided in the fee schedule in [appendix A](#) of this code. (2005 Code, sec. 16.1.12)

Secs. 10.02.034–10.02.060 Reserved

Division 3. Approval Expirations

Sec. 10.02.061 Preliminary plats

Approval of the preliminary plat shall expire twelve (12) months from the date of said approval, unless a final plat of the property or an increment thereof has been approved and filed of record in the plat records of Tarrant County, Texas. The expiration date may be extended by the council upon petition by the owner prior to the expiration of the preliminary plat. (2005 Code, sec. 16.1.13)

Sec. 10.02.062 Final plats and replats

Approval of a final plat or replat shall be void unless necessary fiscal agreements have been approved by the city. Within fourteen (14) days of the final plat or replat approval and compliance with all stipulations of approval and payment of fees and assessments and current and delinquent taxes due, the final plat or replat shall be recorded in the plat records of the county by the city. The final plat or replat shall not be returned or released to the subdivider until recorded as provided above. A final plat or replat which has not been recorded within one (1) year of the date of approval shall be invalid. The council may extend the expiration date of an approval [approved] final plat or replat upon petition by the owner for such extension prior to the expiration of the final plat or replat. (2005 Code, sec. 16.1.14)

Secs. 10.02.063–10.02.090 Reserved

Division 4. Preliminary Plats

Sec. 10.02.091 Purpose

The preliminary plat is intended to show all the planning factors necessary to enable the proper municipal approving authorities to determine whether the proposed plan for land development is satisfactory from the standpoint of public interest. The preliminary plat should be prepared by qualified professionals trained and experienced in subdivision design. The preliminary plat and the review thereof are intended to produce a subdivision design in which all planning factors have been recognized and reconciled, as distinguished from the final plat, in which the engineering factor of dimensional precision is the predominant objective. (2005 Code, sec. 16.1.15)

Sec. 10.02.092 Scale

The preliminary plat shall be drawn to a scale of 1" = 100' or 1" = 50' provided that under special conditions a smaller or larger scale may be accepted when prior approval of the city engineer has been obtained. (2005 Code, sec. 16.1.16)

Sec. 10.02.093 Contents

The preliminary plat shall contain the following information:

(1) Ownership and identification.

- (A) Name of subdivider, record owner and volume and page of record ownership in the county deed records, and land planner, engineer or surveyor.
- (B) Proposed name of the subdivision.
- (C) Location of subdivision by city, county and state.
- (D) Key map showing location of tract by reference to existing streets or highways.
- (E) Date of preparation, scale of plat and north arrow.
- (F) Subdivision boundary lines, indicated by heavy lines, and the computed acreage of the subdivision.
- (G) Names of the owners of contiguous parcels of unsubdivided land, the names of contiguous subdivisions, and the lot patterns of these subdivisions shown by dotted or dashed lines.
- (H) Location of the city limit lines, if they traverse the subdivision, or form part of the boundary of the subdivision, or are contiguous to such boundary.
- (I) The street intersections on the perimeter of the subdivision.

(2) Existing conditions.

- (A) The location, dimensions, name and description of all existing or recorded public and private right-of-way, including easements, within the subdivision as well as those intersecting or contiguous with its boundaries or forming such boundaries.
- (B) The location, dimensions, identification or name of all existing or recorded residential lots, parks and public areas within the subdivision.
- (C) Permanent structures and uses within the subdivision, including location of houses, barns, walls, wells, tanks, and other significant features that will remain.
- (D) The location, dimensions, description, and flow line of existing drainage structures and the location, flow line and floodplain as defined by the appropriate U.S.C.E. study of existing watercourses within the subdivision.
- (E) Utilities on the tract, specifying size of lines.

(F) Topography shown by contour lines on a basis of five feet vertical interval in terrain with a slope of two percent or more, and on a basis of two feet vertical interval in terrain with a slope of less than two percent; datum shall be that of the North American Vertical Datum of 1988.

(G) If there is no adjacent subdivision, a map on a small scale shall be included with the preliminary plat, and oriented the same way, to show the nearest subdivision in each direction; it shall show how the streets, alleys, or highways in the subdivision submitted may connect with those in the nearest subdivision, if it affects the subdivision design.

(3) Proposed layout.

(A) Any major proposed changes in topography shown by contour lines on a basis of five feet vertical interval in terrain with a slope of two percent or more, and on a basis of two feet vertical interval in terrain with a grade of less than five percent; datum shall be that of the North American Vertical Datum of 1988.

(B) The location, dimensions, description and purpose of all proposed alleys, drainageways, parks, open spaces, other public areas, easements, streets or other rights-of-way, blocks, lots and other sites within the subdivision.

(C) A number or letter to identify each lot or site and each block; and, the proposed name of each street in the subdivision.

(D) Data specifying the gross area of the subdivision, the proposed number of residential lots, the area of each lot, the area in residential use, the approximate area in parks, streets, and in other nonresidential uses.

(E) All building setback lines on all lots and tracts.

(F) Before consideration of a preliminary plat by the planning and zoning commission, owners of the tract or subdivision shall submit to the city engineer, for his approval, a map or plat showing the location of water and sanitary sewer mains which will be required to insure adequate service and fire protection to the lots specified in such proposed tract or subdivision.

(G) A "preliminary drainage study" shall be submitted to the city engineer concurrent with the submittal of any preliminary plat to the city.

Sec. 10.02.094 Processing of preliminary plats

(a) Once a preliminary plat application is determined to be complete and is accepted by the city for processing, the plat administrator shall forward the application to the city engineer for review and shall check the information and documents submitted for conformity with this chapter and all other applicable ordinances and regulations.

(b) The city engineer shall return his findings on the application to the plat administrator with his suggestions as to modifications, additions or alterations of the proposed preliminary plat for streets, drainage, water and sewer plans. Upon receipt, the plat administrator shall determine whether the application conforms to this chapter and all other applicable ordinances and regulations, except for any variances requested by the applicant in writing. If the application is not in conformance to this chapter and all other applicable ordinances and regulations, the plat administrator shall provide review comments to the applicant. It is the applicant's responsibility to revise the application to conform to this chapter and all other applicable ordinances and regulations. When the plat administrator determines that the application conforms to this chapter and all other applicable ordinances and regulations, the plat administrator shall notify the applicant in writing of this determination. The official filing date of the preliminary plat application pursuant to chapter 212, Texas Local Government Code, including any plans or other documents submitted with the application, shall be date that the plat administrator determines that the application is in conformance with this chapter and all other applicable ordinances and regulations, except for any variances requested by the applicant in writing.

(c) The commission shall recommend approval, conditional approval or disapproval of the preliminary plat application within thirty (30) days after the official filing date of the preliminary plat application. Failure of the commission to act within thirty (30) days shall be deemed a recommendation of approval of the preliminary plat application. If the applicant requests an extension in writing, the commission may extend the deadline for acting on a preliminary plat application for a period of up to thirty (30) days.

(d) The city council shall consider the preliminary plat application within thirty (30) days of the commission's recommendation and shall approve, conditionally approve or disapprove the preliminary plat application. If the city council conditionally approves or disapproves the preliminary plat, the plat administrator shall provide the applicant a written statement of the conditions for the conditional approval or reasons for disapproval that clearly articulates each specific condition for the conditional approval or reason for disapproval, including a citation to the law that is the basis for the conditional approval or disapproval, if applicable. If the final plat application be not approved, conditionally approved, or disapproved by the city council within thirty (30) days from the recommendation by the commission, it shall be deemed to have been approved by the city council. If the applicant requests an extension in writing, the city council may extend the deadline for acting on the preliminary plat application for a period of up to thirty (30) days.

(e) If the city council conditionally approves or disapproves a preliminary plat application, the applicant may submit to the city a written response that satisfies each condition for the conditional approval or remedies each reason for disapproval

provided to the applicant. There is no deadline for when the applicant may submit the response. If the applicant submits a response under this section, the response shall be reviewed by the city engineer and the plat administrator and forwarded to the city council for action within fifteen (15) days of the date the response is submitted. The city council shall take action to approve or disapprove of the applicant's previously conditionally approved or disapproved preliminary plat application. The city council shall approve the preliminary plat application if the applicant's response adequately addresses each condition of the conditional approval or each reason for disapproval. The city council shall disapprove the preliminary plat application if the applicant's response fails to adequately address each condition of the conditional approval or each reason for the disapproval. The city council may only disapprove the preliminary plat application for a specific condition or reason previously provided to the applicant. If the city council disapproves the preliminary plat application, the plat administrator shall provide the applicant a written statement of the reasons for disapproval that clearly articulates each specific reason for disapproval, including a citation to the law that is the basis for the disapproval, if applicable. If the preliminary plat application is disapproved after the applicant files a response under this section, the disapproval is final.

Sec. 10.02.095 Effect of disapproval

After final disapproval of a preliminary plat, the subdivider may at any time submit a new design for city approval following the same procedure as required for the original application.

Sec. 10.02.096 Effect of approval

Approval of a preliminary plat by the city council shall be deemed an expression of approval of the layout submitted on the preliminary drawings as a guide to the installation of streets, water, sewer and other required improvements and utilities and to the preparation of the final plat. Approval of a preliminary plat by the city council shall also be deemed an approval of all preliminary planning information submitted along with the preliminary plat. Approval of a preliminary plat shall not constitute approval of the final plat.

Sec. 10.02.097 Substantial changes

(a) If substantial changes are made to a preliminary plat in a response that is submitted to the city under [section 10.02.094\(e\)](#) and those substantial changes are not reasonably necessary in response to a condition of conditional approval or reason for disapproval of the preliminary plat, the submission shall be treated as the submission of a new application rather than a response under [section 10.02.094\(e\)](#).

(b) If substantial changes are made in a preliminary plat after its approval by the city, a revised preliminary plat shall be prepared and submitted for approval prior to the preparation of the final plat. The commission shall determine if such a substantial change in the preliminary plat has been made.

Secs. 10.02.098–10.02.120 Reserved

Division 5. Final Plats

Sec. 10.02.121 Purpose

The final plat is the instrument which becomes the official accurate, permanent record of the division of land. It shall conform to the preliminary plat, subject to the terms of [section 10.02.097](#) of this chapter. The final plat shall be clearly and legibly drawn in ink on reproducible material and shall be certified as hereinafter provided. It may include all or only a portion of the area of the approved preliminary plat. No subdivision plat may be recorded and no lot therein may be sold until a final plat has been approved. Any plat not clearly and legibly drawn shall be rejected.

(Ordinance 2020-09 adopted 10/15/20)

Sec. 10.02.122 Scale

The final plat shall be drawn to a scale of 1" = 100' or 1" = 50', provided that under special conditions a smaller or larger scale may be accepted when prior approval of the city engineer has been obtained. (2005 Code, sec. 16.1.21)

Sec. 10.02.123 Contents

The final plat shall contain the following information:

- (1) Reference and identification.
 - (A) Title or name of subdivision, written and graphic scale, north arrow, date of plat and key map.
 - (B) Location of the subdivision by city, county and state.
 - (C) Primary control points or descriptions and ties to such control points, to which dimensions, angles, bearings and similar data on the plat shall be referred. At least one corner of a subdivision shall be tied by course and distance to one or more of the following:
 - (i) A corner of the survey in which the property is located;
 - (ii) A corner of a platted lot; or

- (iii) A block corner or subdivision corner of an adjacent or nearby platted subdivision.
 - (D) Tract boundary lines, right-of-way lines of streets, easements and other rights-of-way, and property lines.
 - (E) Adequate relocation data in order to reproduce the subdivision on the ground.
 - (F) Approved name and right-of-way width of each street as measured from centerline.
 - (G) Locations, dimensions and purposes of any easements or other right-of-way.
 - (H) Identification of each lot or site and block by letter or number.
 - (I) Boundary lines and names of open spaces to be dedicated for public use or granted for use of the inhabitants of the subdivision.
 - (J) Reference to recorded subdivision plats of adjoining platted land by record name, county clerk's volume and page numbers and reference by record name of ownership of adjoining unplatted property.
 - (K) Total number of lots and total acreage contained in the subdivision and the area, in square feet, of each lot.
- (2) The final plat shall also include reproducible acknowledgment, endorsements and certifications in the form shown in the appendices to this article, which include the following:
- (A) Owner's certificate - Form of dedication for individual or individuals.
 - (B) Owner's certificate - Form of dedication for corporations.
 - (C) Surveyor's certificate.
 - (D) City approval statement.
 - (E) Statement acknowledging visibility triangle.
 - (F) Deed restriction certification statement.

(2005 Code, sec. 16.1.22)

Sec. 10.02.124 Contract conditions precedent to final plat

The execution and delivery to the city of development contracts, one or more, in a form approved by the city, together with performance and maintenance bonds acceptable to the city for the full contract amounts, shall be a condition precedent to the approval of a final plat of any property in the city. For the purpose of this section, a "development contract" means a contract for the construction of streets, storm drains, water distribution and sanitary sewer systems as shown on the approved preliminary plat of the same property. The city shall not release a final plat for recording until the necessary development contracts required by this section have been received.

Sec. 10.02.125 Processing of final plats

- (a) Once a final plat application is determined to be complete and is accepted by the city for processing, the plat administrator shall forward the application to the city engineer for review and shall check the information and documents submitted for conformity with this chapter and all other applicable ordinances and regulations.
- (b) The city engineer shall return his findings on the application to the plat administrator with his suggestions as to modifications, additions or alterations of the proposed final plat for streets, drainage, water and sewer plans. Upon receipt, the plat administrator shall determine whether the application conforms to this chapter and all other applicable ordinances and regulations, except for any variances requested by the applicant in writing. If the application is not in conformance to this chapter and all other applicable ordinances and regulations, the plat administrator shall provide review comments to the applicant. It is the applicant's responsibility to revise the application to conform to this chapter and all other applicable ordinances and regulations. When the plat administrator determines that the application conforms to this chapter and all other applicable ordinances and regulations, the plat administrator shall notify the applicant in writing of this determination. The official filing date of the final plat application pursuant to chapter 212, Texas Local Government Code, including any plans or other documents submitted with the application, shall be date that the plat administrator determines that the application is in conformance with this chapter and all other applicable ordinances and regulations, except for any variances requested by the applicant in writing.
- (c) The commission shall recommend approval, conditional approval, or disapproval of a final plat application within thirty (30) days of the official filing date of the final plat application. Failure of the commission to act within thirty (30) days shall be deemed a recommendation of approval of the final plat application. If the applicant requests an extension in writing, the commission may extend the deadline for acting on a final plat application for a period of up to thirty (30) days.
- (d) The city council shall consider the final plat application within thirty (30) days of the commission's recommendation and shall approve, conditionally approve or disapprove the final plat application. If the city council conditionally approves or disapproves the final plat application, the plat administrator shall provide the applicant a written statement of the conditions for the conditional approval or reasons for disapproval that clearly articulates each specific condition for the conditional approval or reason for disapproval, including a citation to the law that is the basis for the conditional approval or disapproval, if applicable. If the final plat application be not approved, conditionally approved, or disapproved by the city council within

thirty (30) days from the recommendation by the commission, it shall be deemed to have been approved by the city council, and a certificate showing the date of approval by the commission and the failure of the council to take action thereon within thirty (30) days from said date shall, on demand, be issued by the city council, and said certificate shall be sufficient in lieu of the endorsement hereinafter required. If an applicant requests an extension in writing, the city council may extend the deadline for acting on a final plat application for a period of up to thirty (30) days.

(e) If the city council conditionally approves or disapproves a final plat application, the applicant may submit to the city a written response that satisfies each condition for the conditional approval or remedies each reason for disapproval provided to the applicant. There is no deadline for when the applicant may submit the response. If the applicant submits a response under this section, the response shall be reviewed by the city engineer and the plat administrator and forwarded to the city council for action within fifteen (15) days of the date the response is submitted. The city council shall take action to approve or disapprove of the applicant's previously conditionally approved or disapproved final plat application. The city council shall approve the final plat application if the applicant's response adequately addresses each condition of the conditional approval or each reason for disapproval. The city council shall disapprove the final plat application if the applicant's response fails to adequately address each condition of the conditional approval or each reason for the disapproval. The city council may only disapprove the final plat application for a specific condition or reason previously provided to the applicant. If the city council disapproves the final plat application, the plat administrator shall provide the applicant a written statement of the reasons for disapproval that clearly articulates each specific reason for disapproval, including a citation to the law that is the basis for the disapproval, if applicable. If the final plat application is disapproved after the applicant files a response under this section, the disapproval is final.

Sec. 10.02.126 Effect of disapproval

The city council's disapproval of a final plat application shall also be disapproval of any plans and other documents submitted as a part of the final plat application. After final disapproval of a final plat application, the subdivider may at any time submit a new application for city approval following the same procedure as required for the original application.

Sec. 10.02.127 Effect of approval

The city council's approval of a final plat application shall also be approval of any plans and other documents submitted as a part of the final plat application.

Sec. 10.02.128 Substantial changes

If substantial changes are made to a final plat in a response that is submitted to the city under [section 10.02.125\(e\)](#) and those substantial changes are not reasonably necessary in response to a condition of conditional approval or reason for disapproval of the final plat, the submission shall be treated as the submission of a new application rather than a response under [section 10.02.125\(e\)](#).

Secs. 10.02.129–10.02.150 Reserved

Division 6. Replats

Sec. 10.02.151 Purpose

The purpose of a replat is to revise or subdivide any part or all of any block or previously platted subdivision, addition, or lot.

Sec. 10.02.152 Process

Except as otherwise provided in this division or by section 10.02.008, a replat shall be processed in the same manner as a final plat.

Sec. 10.02.153 Scale

The replat shall be drawn to a scale of 1" = 100' or 1" = 50', provided that under special conditions a smaller or larger scale may be accepted when prior approval of the city engineer has been obtained.

Sec. 10.02.154 Contents

The replat shall contain the following information:

- (1) Reference and identification.
 - (A) Title or name of subdivision, written and graphic scale, north arrow, date of plat and key map.
 - (B) Location of the subdivision by city, county and state.
 - (C) Primary control points or descriptions and ties to such control points, to which dimensions, angles, bearings and similar data on the plat shall be referred. At least one corner of a subdivision shall be tied by course and distance to one or more of the following:
 - (i) A corner of the survey in which the property is located;
 - (ii) A corner of a platted lot; or

- (iii) A block corner or subdivision corner of an adjacent or nearby platted subdivision.
 - (D) Tract boundary lines, right-of-way lines of streets, easements and other rights-of-way, and property lines.
 - (E) Adequate relocation data in order to reproduce the subdivision on the ground.
 - (F) Approved name and right-of-way width of each street as measured from centerline.
 - (G) Locations, dimensions and purposes of any easements or other right-of-way.
 - (H) Identification of each lot or site and block by letter or number.
 - (I) Boundary lines and names of open spaces to be dedicated for public use or granted for use of the inhabitants of the subdivision.
 - (J) Reference to recorded subdivision plats of adjoining platted land by record name, county clerk's volume and page numbers and reference by record name of ownership of adjoining unplatted property.
 - (K) Total number of lots and total acreage contained in the subdivision and the area, in square feet, of each lot.
- (2) The replat shall also include reproducible acknowledgment, endorsements and certifications in the form shown in the appendices to this article, which include the following:
- (A) Owner's certificate - Form of dedication for individual or individuals.
 - (B) Owner's certificate - Form of dedication for corporations.
 - (C) Surveyor's certificate.
 - (D) City approval statement.
 - (E) Statement acknowledging visibility triangle.
 - (F) Deed restriction certification statement.

Sec. 10.02.155 Replats requiring public hearing or notice

(a) This section only applies to replats that affect property that has been limited by a zoning classification to residential use for not more than two residential units per lot at any time during the preceding five years or that was limited by deed restrictions to residential use for not more than two residential units per lot.

(b) For replats subject to this section that require a variance or exception, a public hearing must be held by the commission or the city council. Notice of the public hearing must be given before the 15th day before the date of the hearing by publication in an official newspaper or a newspaper of general circulation in the county in which the municipality is located and by written notice mailed to the owners of lots that are within the original subdivision and within 200 feet of the lots to be replatted as indicated on the most recently approved municipal or county tax roll. The written notice mailed to property owners shall include the following notice:

If the proposed replat requires a variance and is protested in accordance with subsection 212.015(c), Texas Local Government Code, the proposed replat must receive, in order to be approved, the affirmative vote of at least three-fourths of the members present of the municipal planning commission or governing body, or both. For a legal protest, written instruments signed by the owners of at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed replat and extending 200 feet from that area, but within the original subdivision, must be filed with the municipal planning commission or governing body, or both, prior to the close of the public hearing.

(c) For replats subject to this section that do not require a variance or exception, the city shall, not later than the 15th day after the date the replat is approved, provide written notice by mail of the approval of the replat to each owner of a lot in the original subdivision that is within 200 feet of the lots to be replatted according to the most recent municipal or county tax roll. This subsection does not apply to a proposed replat if the commission or the city council holds a public hearing and gives notice of the public hearing in the manner provided in subsection (b) of this section. A notice of a replat approval under this subsection must include the zoning designation of the property after the replat and a telephone number and email address that an owner of a lot may use to contact the city about the replat.

Sec. 10.02.156 Site plan

A site plan must be submitted along with any replat. A site plan shall contain the following information:

- (1) Ownership and identification.
 - (A) Name of subdivider, record owner and volume and page of record ownership in the Tarrant County Deed Records, and land planner, engineer or surveyor.
 - (B) Proposed name of the subdivision.
 - (C) Location of subdivision by city, county and state.
 - (D) Key map showing location of tract by reference to existing streets or highways.
 - (E) Date of preparation, scale of plat and north arrow.

- (F) Subdivision boundary lines, indicated by heavy lines, existing lot lines, and the computed acreage of each lot.
 - (G) Names of the owners of contiguous parcels of unsubdivided land, the names of contiguous subdivisions, and the lot patterns of these subdivisions shown by dotted or dashed lines.
 - (H) Location of the city limit lines, if they traverse the subdivision, or form part of the boundary of the subdivision, or are contiguous to such boundary.
- (2) Existing conditions.
- (A) The location, dimensions, name and description of all existing or recorded public and private right-of-way, including easements, within the subdivision as well as those intersecting or contiguous with its boundaries or forming such boundaries with recording information.
 - (B) The location, dimensions, identification or name of all existing or recorded parks and public areas within the subdivision.
 - (C) Permanent structures and uses within the subdivision, including location of houses, barns, walls, wells, tanks, and other significant features that will remain with dimensions of same to nearby lot or tract lines.
 - (D) The location, dimensions, description, and flow line of existing drainage structures. Also, the location of any floodplain within 250 feet of, or across, the subject property as defined by the current FEMA flood insurance rate map, or subsequent flood study.
 - (E) Existing utilities on the tract, specifying size of lines.
 - (F) Topography shown by contour lines on a basis of five feet vertical interval in terrain with a slope of two percent or more, and on a basis of two feet vertical interval in terrain with a slope of less than two percent; datum shall be NAVD88.
- (3) Proposed layout.
- (A) Any major proposed changes in topography shown by contour lines on a basis of five feet vertical interval in terrain with a slope of two percent or more, and on a basis of two feet vertical in terrain with a grade of less than five percent; datum shall be that of NAVD88.
 - (B) The location, dimensions, description and purpose of all proposed alleys, drainageways, parks, open spaces, other public areas, easements, streets or other rights-of-way, blocks, lots and other sites within the subdivision.
 - (C) A number or letter to identify each lot or site and each block; and, the proposed name of each street in the subdivision.
 - (D) Data specifying the gross area of the subdivision, the proposed number of residential lots, the area of each lot, the area in residential use, the approximate area in parks, streets, and in other nonresidential uses.
 - (E) Existing and proposed zoning.
 - (F) All building setback lines on all lots and tracts.
 - (G) A map or plat showing the location of proposed water and sanitary sewer mains and services lines which will be required to insure adequate service and fire protection to the lots specified in such proposed tract or subdivision.

Sec. 10.02.157 Amending plats

- (a) An amending plat may be approved and issued by the city and may be recorded and is controlling over the preceding plat, without vacation of the preceding plat, if the amending plat is signed by the applicants only and is solely for one or more of the following purposes:
- (1) To correct error in course or distance shown on the prior plat;
 - (2) To add any course or distance that was omitted in the prior plat;
 - (3) To correct an error in the description of the real property shown on the prior plat;
 - (4) To indicate monuments set after death, disability or retirement from practice of the engineer or surveyor charged with responsibility for setting monuments;
 - (5) To show the proper location or character of any monument which has been changed in location or character or which originally was shown at the wrong location or incorrectly as to its character on the prior plat;
 - (6) To correct any other type of scrivener or clerical error or omission as previously approved by the city planning commission or governing body of such city; such errors and omissions may include, but are not limited to, lot numbers, acreage, street numbers, and identification of adjacent recorded plats;
 - (7) To correct an error in courses and distances of lot lines between two adjacent lots where both lot owners join in the application for plat amendment and neither lot is abolished, provided that such amendment does not attempt to remove recorded covenants or restrictions and does not have a material adverse effect on the property rights of the other owners in the plat;

- (8) To relocate a lot line in order to cure an inadvertent encroachment of a building or improvement on a lot line or on an easement;
 - (9) To relocate one or more lot lines between one or more adjacent lots where the owner or owners of all such lots join in the application for the plat amendment, provided that such amendment does not:
 - (A) Attempt to remove recorded covenants or restrictions; or
 - (B) Increase the number of lots;
 - (10) To make necessary changes to the prior plat to create six or fewer lots in the subdivision or a part of the subdivision covered by the prior plat if:
 - (A) The changes do not affect applicable zoning and other regulations of the city;
 - (B) The changes do not attempt to amend or remove any covenants or restrictions; and
 - (C) The area covered by the changes is located in an area that the city planning commission or governing body of the city has approved, after a public hearing, as a residential improvement area; or
 - (11) To replat one or more lots fronting on an existing street if:
 - (A) The owners of all those lots join in the application for amending plat;
 - (B) The amendment does not attempt to remove recorded covenants or restrictions;
 - (C) The amendment does not increase the number of lots; and
 - (D) The amendment does not create or require the creation of a new street or make necessary the extension of municipal facilities.
- (b) Notice, a hearing, and the approval of other lot owners are not required for the approval and issuance of an amending plat.
- (c) A site plan prepared in accordance with section 10.02.156 must be submitted with an amending plat that is for a purpose described in subsections (a)(8)–(11).

(Ordinance 2020-09 adopted 10/15/20)

Secs. 10.02.158–10.02.180 Reserved

Division 7. Development Standards

Sec. 10.02.181 General

In addition to the standards contained in divisions 8 through 10 of this article, subdivision development shall be done in accordance with the following:

- (1) Block length.
 - (A) The maximum block length for residential development shall be 1600 feet, measured along the center of the block.
 - (B) The maximum block length along thoroughfares shall be 1600 feet, except under special conditions and upon approval by the city council.
- (2) Street names.
 - (A) Street names shall be continuations of existing street names adjacent thereto or on line therewith, if such names are not duplications.
 - (B) Proposed new names must be submitted to the city for checking prior to the plat submittal.

(2005 Code, sec. 16.1.35)

Sec. 10.02.182 Engineering data

The final plat shall show the following engineering data:

- (1) For streets:
 - (A) Complete curve data (central angle, L.R.P.C., P.R.C., P.T.) shown on centerline or each side of street.
 - (B) Length and bearings of all tangents.
 - (C) Dimensions from all angle points and points of curve to an adjacent side lot line.
- (2) Complete bearings and dimensions for front, rear, and side lot lines.
- (3) Watercourses and easements which are adequate to carry water in accordance with the design requirements of the city.

Drainage easements shall be dimensioned by distances and bearings; and, where easements shall be dimensioned by distances and bearings [sic]; and, where easements cross lot lines, the distance from the lot corners shall be shown.

(2005 Code, sec. 16.1.36)

Sec. 10.02.183 Lots

The lot design of a neighborhood should provide for lots of adequate width and depth to provide open area and to eliminate overcrowding. Lots should be rectangular so far as practicable and should have the side lot lines at right angles to the streets on which the lot faces or radial to curved street lines.

(1) All lots shown on the plat shall comply with all regulations prescribed therefor in the zoning ordinance of the city relating to the zoning district in which said lots are located.

(2) Minimum lot sizes, single-family residential:

(A) Lots area minimums shall be as provided in the zoning ordinance of the city.

(B) Corner lots with a minimum required width should be at least 5 feet wider than the average interior lots in the block.

(C) Corner lots with a minimum required width siding on a major thoroughfare should be at least 15 feet wider than the average width of interior lots in the block.

(D) Lots facing or backing on a major thoroughfare shall be at least 10 feet deeper than average interior lot depth.

(E) Lot width shall be the average of the front and rear lot line dimensions.

(F) Minimum usable lot depths for lots backing on natural drainage easements shall be 70 feet between front lot line and drainage easement.

(G) Lots fronting on ~~cul-de-sacs or knuckles curved streets~~ shall have a minimum lot width of 80 feet measured at the building line.

(3) A panhandle lot is a lot, other than a cul-de-sac lot, a portion of which is not of a buildable width. The following shall govern the platting of panhandle lots:

(A) No plat containing a panhandle lot will be approved unless there is no practical way, by reason of the dimensions of all of the contiguous property of the developer, that the property can be developed conventionally - i.e., with a standard minimum lot width.

(B) Panhandle lots shall not be permitted in nonresidential zoning districts.

(C) The minimum width of the panhandle shall be 25 feet.

(D) Access to the primary building on the lot shall be by means of all-weather surface meeting the minimum standards of [section 10.02.234](#) of this article.

(E) The all-weather access shall have a turning radius meeting the minimum standards of [section 10.02.225\(e\)\(4\)](#) of this article.

(2005 Code, sec. 16.1.37)

Sec. 10.02.184 Numbering

(a) Blocks shall be numbered consecutively within the overall plat and/or sections of an overall plat are [as] recorded. Block numbers shall be assigned by the city engineer.

(b) All lots shall be numbered consecutively within each block.

(2005 Code, sec. 16.1.38)

Sec. 10.02.185 Building lines

No building lines shall be shown on final plats. (2005 Code, sec. 16.1.39)

Sec. 10.02.186 Easements

(a) With reference to drainage easements:

(1) The location and width shall be determined by the city engineer.

(2) Easements for drainage on or adjacent to lots, tracts, or reserves shall be noted: "This easement shall be kept clear of fences, buildings, planting, and other obstructions to the operation and maintenance of the drainage facility, and abutting property shall not be permitted to drain into this easement except by means of an approved drainage structure."

The outfall flow line of the easement shall be within an approved drainage structure.

(b) Utility easements shall be coordinated with the needs of public and private utility companies.

(2005 Code, sec. 16.1.40)

Sec. 10.02.187 Development plan review

In addition to the other requirements of this article, the builder, owner or developer of any nonresidential, planned development or multifamily residential development shall, prior to the issuance of any building permit therefor, submit to the city for its review and approval a development plan for the property on which said development is to be located. The plan shall include the developer's proposed location and size of water, sewer and street facilities and means of accommodating drainage and shall include such other engineering information as may be specified by the city engineer. This section shall apply to such developments whether or not platting of the property then occurs, but shall not be required when such a plan was previously submitted, reviewed and approved by the city at the time of platting. The submission shall be accompanied by a review fee as prescribed in the fee schedule in [appendix A](#) of this code. (2005 Code, sec. 16.1.41)

Sec. 10.02.188 Adoption of standard specifications

The Standard Specifications for Public Works Construction, Second Edition, 1987, together with the 1991 amendments, as published by the North Central Texas Council of Governments, is hereby adopted as the minimum standard for public works construction in the city; provided, that in the event of conflict between the said standard specifications and the provisions of this code, the latter shall govern. (2005 Code, sec. 16.1.42)

Secs. 10.02.189–10.02.220 Reserved

Division 8. Streets and Other Rights-of-Way; Standards for Sidewalks

Sec. 10.02.221 Streets, general requirements

The street pattern of a neighborhood should provide adequate circulation within the subdivision and yet discourage excessive through traffic on the local streets. This may be accomplished by providing adequate major thoroughfares spaced at appropriate intervals in accordance with the thoroughfare plan and collector streets within neighborhoods spaced to provide reasonable access to all points in the neighborhood. The following general requirements shall be applied in any subdivision that involves one or more streets of any classification.

(1) The streets of a proposed subdivision shall conform to the general intent of the thoroughfare plan. To insure adequate access to each subdivision, there should be at least two (2) planned points of ingress and egress, except that cul-de-sacs may be permitted when the same comply with subsection (2)(C) of this section.

(2) Curvilinear design:

(A) Subdivisions of lots intended for single-family dwellings shall be designed to provide for all minor and local streets in a curvilinear manner, except when:

(i) In the determination of the planning and zoning commission and council, the shape or topography of the subdivision, existing zoning or the pattern of the adjacent street system would make the provision of such curvilinear streets impractical;

(ii) The subdivision is part of and conforms to an unexpired preliminary plat approved prior to June 16, 1986; or

(iii) The subdivision contains ten (10) or less gross acres of land and was not acquired by the subdivider or conveyed out of a larger tract of land without benefit of plat approval and recording in accordance with the provisions of this article.

(B) The maximum centerline radius for such streets shall be eight hundred feet (800').

(C) All cul-de-sacs and blocks having a length of eight hundred feet (800') or less shall be considered as meeting the intent of the curvilinear street standards provided each end of the frontage street terminates at the block's end.

(D) The requirements contained herein of curvilinear streets shall be deemed complied with if fifty percent (50%) of the lots fronting on local streets within the subdivision have a curved front lot line for more than fifty percent (50%) of the lot frontage.

(3) Proposed streets in a subdivision shall be effectively related to the present and future street system and development of the surrounding area. Any proposed streets shall provide for appropriate continuation or completion of any existing streets, whether constructed or dedicated, which project to the limits of the proposed subdivision. In the event that dead-end streets, either dedicated or constructed, are not to be extended, permanent turnaround facilities shall be constructed by the developer not extending such street. Appropriate provision shall be made for access to adjoining unsubdivided land.

(4) Minor or local streets should be planned to serve only local traffic.

(5) All streets should be planned so that all resulting lots shall be of sufficient size and shape to conform to applicable zoning regulations.

(2005 Code, sec. 16.1.45)

Sec. 10.02.222 Streets, right-of-way

(a) The subdivider shall provide for or cause the dedication of right-of-way within the subdivision, as follows:

Major Streets	Right-of-Way Width as Approved by City Council
Collector	60 feet
Minor or local street	50 feet
Alley	20 feet

(b) The right-of-way, in any event, shall be of such width that side slopes, if required, would not be steeper than three (3) horizontal to one (1) vertical within the limits of the dedicated right-of-way.

(2005 Code, sec. 16.1.46)

Sec. 10.02.223 Streets, design construction costs

(a) The subdivider shall be responsible for design and construction of all streets within the subdivision development, including all costs thereof.

(b) When developing properties abutting state highways, state highway right-of-way, or land owned by the state for the purpose of highway construction, the subdivider shall be, regardless of the zoning classification of his property, responsible for the costs of construction of sidewalks, curbs and gutters, if any of such are required by the city council.

(c) The subdivider shall construct all internal streets at the time of development unless it is determined by the city council, on the recommendation of the city engineer, that it is not then feasible to do so.

(d) The city shall require the subdivider to construct or improve that portion of existing roadways bordering, abutting, or within a proposed subdivision if such construction is necessary for safe and convenient travel to or through the subdivision.

(2005 Code, sec. 16.1.47)

Sec. 10.02.224 Streets, access

(a) The subdivision plat shall relate each lot to a public street so that safe and convenient access is assured.

(b) To minimize traffic hazards from numerous points of access onto major streets, where any subdivision of single-family detached residences will abut on or contain an existing or proposed major street, the plat shall preclude direct vehicular access from any lot to such street. Where other means of access are not available or permitted, alleys or private easements for access shall be provided.

(c) Where a subdivision will abut or contain an existing or proposed major street, the plat shall provide a minimum number of access points from each arterial street, so distributed as to afford the safest and most efficient traffic movement.

(2005 Code, sec. 16.1.48)

Sec. 10.02.225 Design requirements

(a) The alignment and design of streets should be such that major streets have a safe running speed of 40 miles per hour, collector streets have a safe running speed of 30 miles per hour, and minor streets have a safe running speed of 20 miles per hour.

(b) No street intersecting a major street shall vary from 90 degree angle of intersection by more than 10 degrees.

(c) The number of minor or local street offsets should be minimized but, when approved, should offset a minimum distance of one hundred twenty-five feet (125') on centerlines.

(d) Horizontal alignment:

(1) The following minimum centerline radii shall be used in the design of all street construction:

Type Street	Minimum Radius
Major	1,000 feet
Collector	600 feet
Minor or local	As approved by city council after recommendation of city

(2) Reverse circular curves having a common tangent shall be separated by a tangent section in accordance with the following table:

Type Street	Minimum Tangent Between Curves
Major	200 feet
Collector	100 feet
Minor or local	As approved by city council after recommendation of city engineer

(e) Vertical alignment:

(1) No streets shall be designed or constructed to a grade of less than one-half of one percent (0.5).

(2) No streets shall be designed or constructed with grades in excess of the following:

Type Street	Maximum Grade
Major	6.0%
Collector	8.0%
Local or minor	As approved by city council after recommendation of the city engineer

(3) In order to maintain adequate sight distances, the following minimum lengths of vertical curves shall be required:

Type Street	Minimum Vertical Curve Length
Major	50 feet for each algebraic percent difference in grade
Collector	50 feet for each algebraic percent difference in grade
Local or minor	As approved by the city council after recommendation by the city engineer

(4) The minimum radius for the back of curb on a cul-de-sac shall be 40.5 feet.

(5) The minimum radius for curb returns at intersections shall be as follows:

Street Type	
Major/major	35 feet
Major/collector	30 feet
Collector/collector	30 feet
Major/all others	30 feet
Collector/all others	20 feet

(f) In the case of existing topographic features which prohibit the reasonable use of the above-specified design requirements,

consideration will be given for a variation. A request for such a variation must be made in writing to the city engineer for his approval and must include an accurate topographic map of the area in question showing the proposed design.

(2005 Code, sec. 16.1.49)

Sec. 10.02.226 Dead-end streets

- (a) Dead-end streets shall be permitted only where a future extension or connection is to be made. In such cases, the city council may require an adequate cul-de-sac.
- (b) Proper provision shall be made for adequate storm drainage at the ends of dead-end streets.
- (c) Appropriate barricades and other traffic controls shall be installed by the developer at dead-ends.

(2005 Code, sec. 16.1.50)

Sec. 10.02.227 Visibility triangles

There shall be provided at the intersection of all public streets visibility triangles, each street side thereof having a length of not less than 25'. (2005 Code, sec. 16.1.51)

Sec. 10.02.228 Other accessways

(a) Private ways.

(1) The developer may, upon approval by the city council, choose to provide private ways in the subdivision plans. Construction and maintenance of private ways shall be the responsibility of the developer and/or subsequent owners of the property and shall comply with applicable provisions of this article.

(2) Gates across private ways shall not be permitted in any development planned or built after the date of adoption of this subsection. (Adopted by Ordinance 01-10 on 12/31/2001.)

(b) Easements.

(1) Easements for utilities, drainage, and other comparable purposes shall generally be located along the said [side] or rear lot lines.

(2) Utility easements shall be a minimum of fifteen feet (15') in width unless otherwise established by the city council on the recommendation of the city engineer.

(3) Drainage easements, under normal conditions, shall be measured from the centerline of creeks, ditches or drainage channels, and shall be of a width sufficient to adequately serve the intended purposes.

(4) The city council may require, in order to facilitate access from roads to schools, parks, playgrounds, or other nearby roads, perpetual unobstructed walkway or bikeway easements.

(2005 Code, sec. 16.1.52)

Sec. 10.02.229 Engineering and supervision

(a) The owner shall employ a civil engineer, experienced in street design and duly licensed to practice in the State of Texas, for the preparation of street plans and profiles. These plans shall be subject to the review and acceptance of the city engineer. Construction shall explicitly follow the approved plans unless specific written concurrence is obtained from the city engineer or his authorized designee for deviations from said plans.

(b) The owner shall employ his own registered public surveyor or civil engineer to provide construction staking for the street facilities. The city shall provide inspection services during the construction; however, such inspection shall be only for the purpose of insuring that the city-approved plans and specifications are complied with. In any event, the owner and the owner's engineer shall retain responsibility for the design and for insuring that construction is completed in accordance with the city-accepted plans and specifications.

(2005 Code, sec. 16.5.53)

Sec. 10.02.230 Contractors

All the streets shall be constructed by a qualified contractor employed by the owner. Qualification shall be determined by the city council based on work history, and qualification requirements shall be equally applicable to all contractors.

(1) The contractor shall ensure that the city is notified forty-eight (48) hours prior to the start of any construction of street facilities. The contractor shall also insure that, when applicable, proper authorities of the state department of transportation, franchised utility companies, railroads or other affected interests are notified of commencement of construction.

(2) The paving contractor shall furnish to the city engineer, before beginning any of the paving operations, three executed sets of the required three-way contract documents, including payment, performance and maintenance bonds. The form of these documents shall be provided to the contractor by the city.

(3) When no financial participation of the city is involved, a three-party subdivision contract shall be deemed accepted by the city when: (i) the city engineer has reviewed the subdivision plans and specifications and has determined that the same

comply with all applicable city standards; (ii) the city attorney has approved the contract documents as to form; (iii) the mayor or mayor pro tem has signed the contract on behalf of the city; and (iv) the city has given the contractor notice to commence work.

(2005 Code, sec. 16 1.54)

Sec. 10.02.231 Participation

If the owner chooses to construct a wider street than required by the city or by this article, the owner shall pay the entire cost for the street. However, in the event the city is required to participate in the construction costs as provided in this article, the city shall reimburse its proportionate share to the owner upon completion and acceptance of the streets and drainage improvements. If applicable, impact fee offsets or credits may be applied as the city’s proportionate share is accordance with [section 10.03.011](#) in [article 10.03](#) of this code. (2005 Code, sec. 16.1.55)

Sec. 10.02.232 Ownership and maintenance

(a) All street paving constructed in connection with the subdivision or new development within dedicated public right-of-way shall be and shall remain the property of the city and, after expiration of the maintenance bonds, shall be maintained by the city.

(b) If any accessways, open space or recreational areas are to remain private, such areas shall be maintained by and deeded to a homeowners’ association or a trustee. No plat or master development plan containing a reservation of private accessway, open space or recreational area shall be approved until the applicant shall have filed with the city secretary a declaration of the covenants and restrictions that govern such association or trustee, and shall have received approval of the same from the planning and zoning commission and the city council. Such instrument shall be approved by the city attorney as to legal form and effect, and by the planning and zoning commission as to the suitability of the proposed use of the proposed open space and recreational areas. Notwithstanding the foregoing provisions of this paragraph, the city council may require maintenance of a private accessway by means other than those described in this paragraph, after review by the planning and zoning commission and approval by the city attorney, when the council deems that such other means are adequate to insure that maintenance is perpetually at private expense.

(c) The covenants and restrictions, when submitted, shall provide: for establishment of the homeowners’ association or trust prior to the sale of any part of the property; that open space restrictions and maintenance shall be permanent; that the homeowners are liable for the payment of maintenance fees and capital assessments; that unpaid homeowners’ fees and assessments will be a lien on the property of the delinquent homeowners; that the association or trustee shall be responsible for liability insurance, taxes and perpetual maintenance; that membership shall be mandatory for each homeowner and any successive buyer; and, that each homeowner, at the time of purchase, shall be furnished with a copy of the approved restrictions or conditions.

(d) Approved covenants and restrictions will be recorded in appropriate county records by the city concurrent with the recording of the final plat of the property subject to such covenants and restrictions.

(2005 Code, sec. 16.1.56)

Sec. 10.02.233 Construction requirements

(a) The streets including parkways, shall be excavated to the line and grade shown on the construction plans accepted by the city engineer.

(b) Sewer services to be located in the street right-of-way shall be constructed to the property line, and water services shall be constructed to a point two feet (2') back of the curb, prior to the preparation of the street subgrade. All trenches shall be backfilled in accordance with the city’s standard specifications therefor.

(c) Standard curb and gutter shall be constructed on both sides of the street, and in medians, where applicable, including all curbs returns where required, in accordance with the standard specifications and to the end of the line and grade shown on the construction plans accepted by the city engineer.

(d) Standard pavement widths and sections shall be constructed on prepared subgrade in accordance with the standard specifications. Pavement widths shall be measured from back of (curb to back of curb. These widths shall be as shown in the thoroughfare plan and, where not shown therein, the minimum widths and thicknesses shall be as shown in table 10.02.233 hereof.

TABLE 10.02.233

Street Classification	Minimum Pavement Width	Minimum Pavement Thickness	Minimum Wheel Loadings
Local or minor	31 feet	6 inches* 5 inches**	5,000 lbs.

Collector	38 feet	7 inches* 6 inches**	9,000 lbs.
Major	Directed by city council	8 inches* 7 inches**	18,000 lbs.
Alley	20 feet	5 inches**	

*Hot mix asphaltic concrete

**Portland cement concrete

(e) Where the plasticity index of the natural soil is equal to or exceeds twenty (20), lime stabilization shall be required. A minimum of six percent (6%) by weight lime to a depth of eight inches (8") shall be required. Where the plasticity index of the natural soil is less than twenty (20) but equal to or greater than fifteen (15), lime stabilization may be required if, in the opinion of the city engineer, it is necessary in order to achieve a proper subgrade. Soil samples for determining the plasticity index of the natural soils shall be taken at locations specified by the city engineer and shall be paid for by the owner. At the owner's option and expense, a lime series may be made by a qualified testing firm, and lime may then be applied at the optimum rate indicated by the test.

(f) When a proper subgrade cannot be constructed in soils having a low plasticity index, cement stabilization may be required when deemed necessary by the city engineer.

(g) All construction shall be in accordance with the Standard Specifications of Public Works Construction, and all amendments thereto, as adopted by the North Central Texas Council of Governments.

(2005 Code, sec. 16.1.57)

Sec. 10.02.234 Private accessways

All private accessways that provide the primary vehicular access to two or more residential lots to be developed as single-family residences shall have: a minimum pavement width of twenty (20) feet; a minimum pavement thickness of five inches (5") of reinforced Portland cement concrete or six inches (6") hot mix asphaltic concrete over a compacted base; and, a minimum wheel load of five thousand (5000) pounds. (2005 Code, sec. 16.1.58)

Sec. 10.02.235 Driveway and parking area standards

All private driveways, private accessways, and parking areas shall comply with the following applicable design and construction standards:

(1) Design standards.

(A) Driveways shall be designed and built in compliance with the minimum standards contained in table 10.02.235-1.

TABLE 10.02.235-1

Requirements	Street Class	Residential (SF) Drive	Apartment (MF) Commercial Drive
Throat width	Local	10-28 feet	24-36 feet
	Collector	10-28 feet	24-36 feet
	Arterial	12-28 feet	30-36 feet
Curb radius	Local	5-10 feet	10-20 feet
	Collector	10-15 feet	15-20 feet
	Arterial	15 feet	20-30 feet
Minimum centerline spacing along roadway	Local	15 feet	100 feet

	Collector	15 feet	150 feet
	Arterial	100 feet	250 feet (note 1)
Driveway angle (note 2)		70-90 degrees	90 degrees
Minimum distance from drive to intersection (note 3)	Local	30 feet	75 feet
	Collector	50 feet	100 feet
	Arterial	100 feet	1880 feet
Maximum approach grade (note 4)	Local & collector	+9%	+6%
	Arterial	+6%	+3%
Minimum approach length (note 5)	Local & collector	6 feet	9 feet
	Arterial	9 feet	17 feet

Notes to table 10.02.235-1:

1. Driveways on arterials served by deceleration lanes may be spaced at 200-foot minimum intervals.
2. Driveway angle is measured as the intersection of the centerline of driveway with the future street curbline, and extending a minimum of twenty feet (20') from the future curbline.
3. The minimum distance from drive to intersection is the distance measured from intersection of extended property lines to the centerline of the driveway.
4. The maximum approach grade is the percent of slope measured along the centerline of the driveway from the flow line of the future curbline.
5. The minimum approach grade is the minimum distance over which the maximum grade must be maintained measured from the flow line of the present or future curb, as determined by the city engineer.

(B) The requirements for throat width and curb radius may be varied by the board of development review, on the recommendation of the city engineer, upon a showing by substantial evidence that traffic volumes, truck usage, shared drives and other factors warrant the variance.

(2) Construction standards.

(A) All access drives and parking spaces in SF and MF districts shall have an all-weather surface consisting of a minimum of six inches (6") of limestone base course or equivalent (four inches of base over lime or cement treated subgrade) constructed in accordance with division 4, Standard Specifications for Public Works Construction, North Central Texas, as amended.

(B) All nonresidential access drives, off-street parking areas, and loading berths, together with aisles and maneuvering areas for vehicles, shall be connected to a public street, and shall have a paved surface of not less than five inches (5") of steel reinforced Portland cement concrete over a subgrade compacted to ninety-five percent (95%) of Standard Proctor, or four inches (4") of hot mix asphaltic concrete over either six inches (6") of limestone base course, or six inches (6") of lime or cement treated subgrade, all in accordance with division 4 and 5, Standard Specifications for Public Works Construction, North Central Texas, as amended.

(C) The minimum dimensions for parking spaces and maneuvering aisles shall be as shown in table 10.02.235-2. See [section 14.02.479](#) for landscaping and island criteria.

TABLE 10.02.235-2. MINIMUM PARKING AREA REQUIREMENTS FOR TYPICAL PARKING ANGLES

Note: All parking stalls for angle parking are 18' long. All dimensions are expressed in feet.

Parking Angle	Stall Width	Lane Depth	Aisle Width	Sum Aisle +2	Sum Overlapping	Curb Length for "N" Cars
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(degrees)					Lane	
0	a - 10	10.0	12.0	32.0	c	N x 21
	b - 9	9.0	12.0	31.0	c	N x 21
30	10	17.7	12.0	47.4	38.7	2.82 + (N x 20)
	9	16.8	12.4	46.0	38.2	3.82 + (N x 18)
45	10	19.2	15.4	53.8	46.8	7.07 + (N x 11.11)
	9	18.5	15.4	52.6	46.2	7.77 + (N x 12.24)
60	10	20.0	20.2	60.8	55.8	7.44 + (N x 11.56)
	9	19.9	20.2	60.0	55.4	7.40 + (N x 10.40)
60 28	10	20.4	20.0	60.8	55.8	6.70 + (N x 11.18)
2/1 angle	9	19.9	20.4	60.2	55.4	6.90 + (N x 10.02)
90	10	18.0	26.0	62.0	c	N x 10
Right angle	9	18.0	26.0	62.0	c	N x 9

a: Minimum stall width for SF and ME accessory parking.

b: Minimum stall width for parking space provided for other than dwelling units.

c: Parking lanes do not overlap for parallel or right angle parking.

(2005 Code, sec. 16.1.59)

Secs. 10.02.236–10.02.270 Reserved

**City Council
Staff Agenda Report**

Agenda Item: 8d.

Agenda Subject: Discussion and possible action regarding Project #2020-01, the new City Hall building, to include, but not limited to any change order approval.

<p>Meeting Date: August 19, 2021</p>	<p>Financial Considerations: Costs broken down below</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 checked="" 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:

Cameras: A quote for 4K cameras (\$17,754) is being presented along with the original quote for 1080p cameras (\$6,987).

If council prefers to select 4K cameras, staff’s recommendation would be to choose 4K for exterior cameras and 1080p for interior cameras. This would yield a savings for the total cost of cameras, achieve council’s desire to maintain quality of footage, and ensure adequate storage space for retention purposes. There may still be a need to purchase more storage space, and the initial cost estimate is approximately \$1,100.

The camera vendor, who historically has provided top-of-the-line, pricy equipment for consideration, is also of the opinion the 1080p cameras would be the best fit inside of the building. His comments echoes staff’s comments that 1080P strikes a balance between high image quality, lower storage requirements, and affordability.

TVs: Staff would like to go ahead and obtain approval for purchase of televisions for the council chambers. There are still a few minor tasks being done to the building, and staff would wait until those are complete prior to purchase. This approval will allow staff to proceed once able. We are estimating \$1,200 per TV which would include any mounting hardware or installation needs.

Recommended Action/Motion: Motion to approve preferred camera selection of 1080p, 4k, or a combination of the two; cost for storage space upgrade of \$1,100; and approval of purchasing TVs in the amount of \$3,600.

Attachments: Camera quote for 4K
Camera Quote for 1080p

PROJECT NAME: 2017 BOND CITY HALL PROJECT

Vendor Description of Work	Estimate, EA, LS, SF	Qty	Unit Cost	Total Cost	Paid Qty or Percent	Paid \$	Remaining Qty	Unpaid Balance	Engineer	Construction	Other	Legal
STEELE & FREEMAN												
Architectural Eng Fees	Lump Sum- Fixed			197,360.00		197,360.00	0	-	197,360.00			
Out of Scope				4,990.00		4,990.00		-	4,990.00			
OWT CONTRACT												
Architect Construction Docs	Lump Sum- Fixed			14,790.00		14,790.00		-	14,790.00			
Architect Bidding & Negotiation	Lump Sum- Fixed			9,180.00		9,180.00		-	9,180.00			
Architect Construction Admin	Lump Sum- Fixed			27,030.00		27,030.00		-	27,030.00			
Reimbursable Expenses				292.99		292.99						
WESTRA ENGINEERS												
Consulting Charges		21.5	140.00	3,010.00	21.50	3,010.00	0	-	3,010.00			
Perkins, Engineer												
Consulting Charges		3	105.00	315.00	3	315.00	0	-	315.00			
Topographics												
Engineering Services				575.00		575.00	0	-	575.00			
Di-Sciuolo-Terry, Stanton & Associates												
				2,700.00		2,700.00		-	2,700.00			
K Plus K Associates LLP												
				1,092.00		1,092.00		-	1,092.00			
CMJ Engineering												
Geotech Services				3,500.00		3,500.00	0		3,500.00			
Testing Services				9,470.26		9,470.26	0		9,470.26			
DCG Environmental, LLC												
Asbestos Study				2,945.00		2,945.00		-	2,945.00			
Taylor, Olson, Adkins, Sralla & Elam												
Legal Consulting Services		30.5		12,645.00	30.5	12,645.00		-				12,645.00
RJM Construction												
see sub-schedule for detail				1,356,322.00		1,182,681.45		173,640.55		1,182,681.45		
Miscellaneous												
CivCast-Publication				99.99		99.99		-			99.99	
Commercial Recorder - Publication				12.80		12.80		-			12.80	
Council Contingency Expenses												
Crane Operator			43,678.00	43,678.00				43,678.00				
Teague,Nall & Perkins-Platting			(5,200.00)			5,200.00		(5,200.00)	5,200.00			
Topographic-Final plat fees			(10,000.00)			10,000.00		(10,000.00)	10,000.00			
OWT-Downstream Study			(525.00)			525.00		(525.00)	525.00			
OWT-Removal of Sally Port			(5,000.00)			5,000.00		(5,000.00)	5,000.00			
Door Hardware/Electronic Access (Martin Locksmith)			(3,500.00)			3,500.00		(3,500.00)			3,500.00	
New Meter 2"			(14,150.00)			14,150.00		(14,150.00)			14,150.00	
New Meter - Irrigation 1"			(755.00)			755.00		(755.00)			755.00	
Kitchen Range change to ADA			(385.00)			385.00		(385.00)			385.00	
Knee wall on sidewalk			(650.00)					-				
Bronze recessed mounted mail drop			(1,600.00)					-				
Hideaway rock -sewer cleanout			(147.26)			147.26		(147.26)			147.26	
AED Device			(73.05)			73.05		(73.05)			73.05	
			(1,656.85)			1,656.85		(1,656.85)			1,656.85	
			35.84									
Bowman Landscaping			7,000.00	7,000.00		7,000.00		-		7,000.00		
Key Cabinet Lock Box			44.28	44.28				44.28				
Replace Door 103B			2,100.00	2,100.00				2,100.00				
Replace Door 120A			2,100.00	2,100.00				2,100.00				
Knoxbox			1,500.00	1,500.00		552.00		948.00			552.00	
Re-keying city hall doors			5,500.00	5,500.00				5,500.00				
Cameras - PENDING UPDATE FOR 4k			6,897.00	6,897.00				6,897.00				
TV Estimate			3,600.00	3,600.00				3,600.00				
Meter FW Impact Fees			18,462.00	18,462.00		18,462.00		-			18,462.00	
Furniture			40,565.00	40,565.00		32,162.00		8,403.00			32,162.00	
Kitchen Appliances			3,825.00	3,825.00		3,825.00		-			3,825.00	
Networking-NetGenius			5,999.87	5,999.87				5,999.87				
			1,787,601.19			1,576,082.65		211,518.54	297,682.26	1,189,681.45	75,780.95	12,645.00
								467,108.09				
								(21,494.81)				
								10.00				
								445,623.28				
								234,104.74				
Cash Balance @ 7/31/21												
pending transfer												
Projected Interest 08/21-9/21												
Cash Balance remaining												

Resolution 17-77 Approving Westra Consultants to as as the City's Representative for the duration of the City Hall Project

Description of Work	SOV	Completed		Balance to Finish	10% Retainage
		Amount	%		
Division 1					
Superintendent	81,700.00	81,700.00	100.00%	-	8,170.00
PM & Ass, PM	50,733.00	50,733.00	100.00%	-	5,073.30
Trailer, safety, & Toilets	5,650.00	5,650.00	100.00%	-	565.00
Fencing & Tree protection	2,800.00	2,800.00	100.00%	-	280.00
Clean up labor	6,180.00	6,180.00	100.00%	-	618.00
Permit & tap fees, Material	-	-	-	-	-
Surveying	6,500.00	6,500.00	100.00%	-	650.00
Dumpster	7,000.00	7,000.00	100.00%	-	700.00
Temp Water & power	3,600.00	3,600.00	100.00%	-	360.00
Barricades	600.00	600.00	100.00%	-	60.00
Job Sign	350.00	350.00	100.00%	-	35.00
Division 2					
Division 3					
Concrete Material slab	41,600.00	41,600.00	100.00%	-	4,160.00
Concrete Labor slab	22,900.00	22,900.00	100.00%	-	2,290.00
Concrete Material for sidewalks & Curb/Gutter	38,885.00	38,885.00	100.00%	-	3,888.50
Concrete Material for sidewalks & Curb/Gutter	16,000.00	16,000.00	100.00%	-	1,600.00
Pump Truck	3,500.00	3,500.00	100.00%	-	350.00
Concrete Mis/backfill/haul-off	3,300.00	3,300.00	100.00%	-	330.00
Division 4					
Mobilization & submittals	2,000.00	2,000.00	100.00%	-	200.00
Masonry Material	20,000.00	20,000.00	100.00%	-	2,000.00
Masonry labor	10,600.00	10,600.00	100.00%	-	1,060.00
Division 5					
Submittals/shop drawings	1,250.00	1,250.00	100.00%	-	125.00
Structural Steel Material	6,000.00	6,000.00	100.00%	-	600.00
Structural Steel Labor	2,000.00	2,000.00	100.00%	-	200.00
Division 6					
Framing Material	66,000.00	66,000.00	100.00%	-	6,600.00
Framing Labor	37,000.00	37,000.00	100.00%	-	3,700.00
Lifting	3,500.00	3,500.00	100.00%	-	350.00
Millwork submittals	500.00	500.00	100.00%	-	50.00
Millwork Material	13,000.00	13,000.00	100.00%	-	1,300.00
Millwork Install Labor	5,000.00	5,000.00	100.00%	-	500.00
Division 7					
Asphalt Shingles Materials	13,400.00	13,400.00	100.00%	-	1,340.00
Asphalt Shingles Labor	6,000.00	6,000.00	100.00%	-	600.00
Foamed-in-place insulation Material	40,000.00	40,000.00	100.00%	-	4,000.00
Foamed-in-place Labor	13,000.00	13,000.00	100.00%	-	1,300.00
Waterproofing & joint sealants material	1,695.00	1,695.00	100.00%	-	169.50
Waterproofing & joint sealants labor	1,200.00	1,200.00	100.00%	-	120.00
A1 Gutters	2,600.00	2,600.00	100.00%	-	260.00
Division 8					
Doors, Frames & Hardware	20,720.00	20,720.00	100.00%	-	2,072.00
labor	2,500.00	2,500.00	100.00%	-	250.00
Fiberglass Windows	8,500.00	8,500.00	100.00%	-	850.00
Storefront submittals	2,129.00	2,129.00	100.00%	-	212.90
Storefront Material	23,000.00	23,000.00	100.00%	-	2,300.00
Storefront Labor	10,000.00	10,000.00	100.00%	-	1,000.00
Division 9					
Drywall Material	12,470.00	12,470.00	100.00%	-	1,247.00
Drywall Labor	11,925.00	11,925.00	100.00%	-	1,192.50
Ceiling Material	15,245.00	15,245.00	100.00%	-	1,524.50
Ceiling Labor	4,800.00	4,800.00	100.00%	-	480.00
VCT & Carpet Material	20,000.00	20,000.00	100.00%	-	2,000.00
VCT & Carpet Labor	14,053.00	14,053.00	100.00%	-	1,405.30
Painting Material	10,000.00	10,000.00	100.00%	-	1,000.00
Painting Labor	8,855.00	8,855.00	100.00%	-	885.50
Division 10					
Flagpoles	7,043.00	7,043.00	100.00%	-	704.30
Flag poles install	3,800.00	3,800.00	100.00%	-	380.00
FEC's	900.00	900.00	100.00%	-	90.00
Wall & Door protection 17 CORNER GUARDS	1,700.00	1,700.00	100.00%	-	170.00
Toilet Partitions & Acc	4,051.00	4,051.00	100.00%	-	405.10
Signage Allowance \$3,000 & Plaque \$3,000	6,000.00		0.00%	6,000.00	-
Division 11,12,13,14,21-N/A					
Division 22					
Plumbing Rough-in Material	14,084.00	14,084.00	100.00%	-	1,408.40
Plumbing Rough-in Labor	6,527.00	6,527.00	100.00%	-	652.70
Plumbing Fixture Material	15,600.00	15,600.00	100.00%	-	1,560.00
Plumbing Fixture Material	3,000.00	3,000.00	100.00%	-	300.00
Plumbing Top out Material	10,084.00	10,084.00	100.00%	-	1,008.40
Plumbing top out Labor	6,527.00	6,527.00	100.00%	-	652.70
Division 23					
HVAC Mobilization	600.00	600.00	100.00%	-	60.00
HVAC Equipment	15,800.00	15,800.00	100.00%	-	1,580.00
HVAC Fans	1,300.00	1,300.00	100.00%	-	130.00
HVAC Grills	3,800.00	3,800.00	100.00%	-	380.00
HVAC Duct Work	10,000.00	10,000.00	100.00%	-	1,000.00

Description of Work	SOV	Completed		Balance to Finish	10% Retainage
		Amount	%		
HVAC Insulation	4,300.00	4,300.00	100.00%	-	430.00
HVAC Labor	14,500.00	14,500.00	100.00%	-	1,450.00
T-Stats	2,700.00	2,700.00	100.00%	-	270.00
Division 26					
Electrical Underground Labor	6,500.00	6,500.00	100.00%	-	650.00
Electrical Underground Material	8,000.00	8,000.00	100.00%	-	800.00
Slab Labor	4,000.00	4,000.00	100.00%	-	400.00
Slab Material	3,500.00	3,500.00	100.00%	-	350.00
Wall Rough-in Labor	12,000.00	12,000.00	100.00%	-	1,200.00
Wall Rough-in Material	13,000.00	13,000.00	100.00%	-	1,300.00
Ceiling Rough-in Labor	26,000.00	26,000.00	100.00%	-	2,600.00
Ceiling Rough-in Material	30,000.00	30,000.00	100.00%	-	3,000.00
Service Labor	6,000.00	6,000.00	100.00%	-	600.00
Service Material	4,000.00	4,000.00	100.00%	-	400.00
Trim Out Laor	5,000.00	5,000.00	100.00%	-	500.00
Trim Out Material	7,000.00	7,000.00	100.00%	-	700.00
Division 27-N/A					
Division 28					
Submittals	1,689.00	1,689.00	100.00%	-	168.90
Fire Alarm Material	3,600.00	3,600.00	100.00%	-	360.00
Fire Alarm Labor	2,400.00	2,400.00	100.00%	-	240.00
Division 31 & 32					
Earth work	36,170.00	36,170.00	100.00%	-	3,617.00
Demo	9,200.00	9,200.00	100.00%	-	920.00
Layout & engineering	2,530.00	2,530.00	100.00%	-	253.00
Lime Stabilization	10,900.00	10,900.00	100.00%	-	1,090.00
SWPPP	1,461.00	1,461.00	100.00%	-	146.10
Landscaping/grass & Turf/Irrigation	7,000.00	7,000.00	100.00%	-	700.00
Termite Control material	200.00	200.00	100.00%	-	20.00
Termite Control labor	539.00	539.00	100.00%	-	53.90
Asphalt	64,912.00	64,912.00	100.00%	-	6,491.20
Sliding Gate & Chain link Fencing	-	-	-	-	-
Striping & wheel Stops/Asphalt repair	1,065.00	1,065.00	100.00%	-	106.50
Division 33 N/A					
Mobilization	4,500.00	4,500.00	100.00%	-	450.00
Water Material	18,000.00	18,000.00	100.00%	-	1,800.00
Water Labor	12,000.00	12,000.00	100.00%	-	1,200.00
Sewer Material	8,000.00	8,000.00	100.00%	-	800.00
Sewer Labor	7,000.00	7,000.00	100.00%	-	700.00
Storm Drain Material	7,500.00	7,500.00	100.00%	-	750.00
Storm Drainage Labor	5,000.00	5,000.00	100.00%	-	500.00
Owner Controlled Contingency-Remaining	32,511.74	-	0.00%	32,511.74	-
Owner Controlled Contingency-PCR #1 Water Line	1,695.00	1,695.00	100.00%	-	169.50
Owner Controlled Contingency-PCR #2 Electrical Change	900.00	900.00	100.00%	-	90.00
Owner Controlled Contingency-camera boxes	800.00	-	0.00%	800.00	-
Owner Controlled Contingency-PCR #3 Data Cabling/Enclosure/OS2 Fiber 6F	17,211.00	17,211.00	100.00%	-	1,721.10
Owner Controlled Contingency-PCR #4 Podium and Dias	9,890.00	9,890.00	100.00%	-	989.00
Owner Controlled Contingency-PCR #7 Change in painting & wall tile	4,072.50	4,072.50	100.00%	-	407.25
Owner Controlled Contingency-PCR #9 All-Tech Electrical	675.00	-	0.00%	675.00	-
Owner Controlled Contingency-PCR #10 added Brick Retaining wall	1,750.00	-	0.00%	1,750.00	-
Owner Controlled Contingency-PCR #11 Vent-a-hood & materials	494.76	-	0.00%	494.76	-
Sub-Total	1,231,222.00	1,188,990.50	96.57%	39,986.74	118,899.05
O/H	108,000.00	108,000.00	100.00%	-	10,800.00
Sub-Total	1,339,222.00	1,296,990.50	96.85%	39,986.74	129,699.05
Bond	17,100.00	17,100.00	100.00%	-	1,710.00
Grand TOTAL	1,356,322.00	1,314,090.50	96.89%	39,986.74	131,409.05
		(131,409.05)		131,409.05	
		1,182,681.45		171,395.79	

RADEIN Managed Services
 3625 E HWY 67, BLDG K
 CLEBURNE, TX 76031 US
 817.349.3800



Estimate

ADDRESS

City of Dalworthington Gardens
 2600 Roosevelt Drive
 Arlington, TX 76016

SHIP TO

City of Dalworthington Gardens
 2600 Roosevelt Drive
 Arlington, TX 76016

ESTIMATE # 1321

DATE 07/21/2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/21/2021	Project: Hardware Only - Cameras New City Hall, Installation			
07/21/2021	New City Hall			
07/21/2021	P3248-LVE Axis Communications P3248-LVE 4K UHD Outdoor Network Dome Camera with Night Vision	13	1,099.00	14,287.00
07/21/2021	T94S01P T94S01P CONDUIT BACK COX IK10+) BACK COX WITH SEALED COCOMPARTMENT IP66/67	13	119.00	1,547.00
07/21/2021	Professional Services Installation of cameras only, verify operation through patch panel on ip addressing scheme provided by Owner at existing locations in/on building.	13	125.00	1,625.00
07/21/2021	Valid Purchase Order Required to Order TERMS: 50% Due on Acceptance, 50% Due on Installation			
07/21/2021	Installation Services Professional Services: Custom fabricated inside CAT6 data cable assembly w/keystone each end, standard faceplate, electrical contractor to provide conduit, single-gang box, ring & string	1	295.00	295.00
07/21/2021	billed at actual assemblies installed Scope of work above to be performed during regular hours 8:00AM - 5:00PM local, Monday - Friday, excluding holidays. RADEIN will coordinate with local facility to minimize impact Facilities not ready for installation at time of scheduled service will incur additional travel/expense charges and postponement of project completion. Cameras will be field verified and adjusted at time of installation. Requires coordination and availability of the City Official to sign off on positioning. Any applicable permitting responsibility of the customer. Local sales tax (if applicable) not included in estimate.			
07/21/2021	Purchase Order Required Special Project Terms: 50% Due on Acceptance, Balance on Completion. Deposit Required to Procure			

DATE	ACTIVITY	QTY	RATE	AMOUNT
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Materials/Schedule Installation
(Invoiced on Acceptance)

TOTAL			\$17,754.00	
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Accepted By

Accepted Date

RADEIN Managed Services
 3625 E HWY 67, BLDG K
 CLEBURNE, TX 76031 US
 817.349.3800



Estimate

ADDRESS

City of Dalworthington Gardens
 2600 Roosevelt Drive
 Arlington, TX 76016

SHIP TO

City of Dalworthington Gardens
 2600 Roosevelt Drive
 Arlington, TX 76016

ESTIMATE # 1320

DATE 07/01/2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/24/2021	Project: Hardware Only - Cameras New City Hall, Installation			
06/24/2021	New City Hall			
06/24/2021	M3205-LVE AXIS COMMUNICATIONS 01517-001 M3205-LVE M3205-LVE 1080P FIXED DOME CAM, HD, H.264/M-JPEG, 100 FOV, WDR, IR, POE, IK10	4	475.00	1,900.00
06/24/2021	T94S01P T94S01P CONDUIT BACK COX IK10+) BACK COX WITH SEALED COCOMPARTMENT IP66/67	4	119.00	476.00
06/24/2021	M3015 Axis Communications M30 Series M3015 Ultra-Discreet 1080p Network Mini Dome Camera. Mounted in ceiling tiles	9	289.00	2,601.00
06/24/2021	Professional Services Installation of cameras only, verify operation through patch panel on ip addressing scheme provided by Owner at existing locations in/on building.	13	125.00	1,625.00
06/24/2021	Valid Purchase Order Required to Order TERMS: 50% Due on Acceptance, 50% Due on Installation			
06/24/2021	Installation Services Professional Services: Custom fabricated inside CAT6 data cable assembly w/keystone each end, standard faceplate, electrical contractor to provide conduit, single-gang box, ring & string billed at actual assemblies installed Scope of work above to be performed during regular hours 8:00AM - 5:00PM local, Monday - Friday, excluding holidays. RADEIN will coordinate with local facility to minimize impact Facilities not ready for installation at time of scheduled service will incur additional travel/expense charges and postponement of project completion. Cameras will be field verified and adjusted at time of installation. Requires coordination and availability of the City Official to sign off on positioning. Any applicable permitting responsibility of the customer. Local sales tax (if	1	295.00	295.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
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applicable) not included in estimate.
Purchase Order Required
Special Project Terms: 50% Due on
Acceptance, Balance on Completion.
Deposit Required to Procure
Materials/Schedule Installation
(Invoiced on Acceptance)

TOTAL **\$6,897.00**

Accepted By

Accepted Date

AXIS M3205-LVE Network Camera

Camera		Data streaming	Event data
Image sensor	1/2.9" progressive scan RGB CMOS	Built-in installation aids	Pixel counter, OptimizedIR with adjustable IR illumination intensity
Lens	3.1 mm, F2.0 Horizontal field of view: 100° Vertical field of view: 54° Fixed iris, IR corrected	Analytics	
Day and night	Automatically removable infrared-cut filter	Applications	Included AXIS Motion Guard, AXIS Fence Guard, AXIS Loitering Guard AXIS Video Motion Detection, active tampering alarm Supported Support for AXIS Camera Application Platform enabling installation of third-party applications, see axis.com/acap
Minimum illumination	Color: 0.2 lux at 50 IRE, F2.0 B/W: 0.04 lux at 50 IRE, F2.0 0 lux with IR illumination on	General	
Shutter speed	1/32500 s to 1/5 s	Casing	IP66- and NEMA 4X-rated, IK10 impact-resistant polycarbonate casing with hard-coated dome and dehumidifying membrane Encapsulated electronics and captive screws Color: White NCS S 1002-B For repainting instructions of casing and impact on warranty, contact your Axis partner.
Camera angle adjustment	Pan ±175°, tilt 65°, rotation ±180°	Mounting	Mounting bracket with holes for junction box (double-gang, single-gang, and 4" octagon) and for wall or ceiling mount ¼"-20 UNC tripod screw thread
Video		Sustainability	PVC free
Video compression	H.264 (MPEG-4 Part 10/AVC) High and Main Profiles H.265 (MPEG-H Part 2/HEVC) Main Profile Motion JPEG	Memory	512 MB RAM, 512 MB Flash
Resolution	1920x1080 to 320x240	Power	Power over Ethernet IEEE 802.3af/802.3at Type 1 Class 3 Max 12.0 W, typical 3.7 W
Frame rate	Up to 25/30 fps with power line frequency 50/60 Hz	Connectors	RJ45 10BASE-T/100BASE-TX PoE HDMI type D I/O: 4-pin 2.5 mm (0.098 in) terminal block for 1 supervised digital input and 1 digital output (12 V DC output, max. load 25 mA) Audio and I/O connectivity via AXIS T61 Audio and I/O Interfaces with portcast technology
Video streaming	Multiple, individually configurable streams in H.264, H.265 and Motion JPEG Axis Zipstream technology in H.264 and H.265 Controllable frame rate and bandwidth VBR/ABR/MBR H.264 and H.265 HDMI	IR illumination	Power-efficient, long-life 850 nm IR LEDs Range of reach 20 m (65 ft) or more depending on the scene
Multi-view streaming	2 individually cropped out view areas	Storage	Support for microSD/microSDHC/microSDXC card Support for SD card encryption (AES-XTS-Plain64 256bit) Recording to network-attached storage (NAS) For SD card and NAS recommendations see axis.com
HDMI output	HDMI 1080p (16:9) @25/30 fps (50/60 Hz) HDMI 720p (16:9) @50/60 fps (50/60 Hz)	Operating conditions	-40 °C to 50 °C (-40 °F to 122 °F) Start-up temperature: -30 °C to 50 °C (-22 °F to 122 °F) Humidity 10–100% RH (condensing)
Image settings	Compression, color saturation, brightness, sharpness, contrast, white balance, day/night threshold, exposure control (including automatic gain control), WDR up to 115 dB depending on scene, fine tuning of low-light behavior, text and image overlay, polygon privacy masks, mirroring, rotation: 0°, 90°, 180°, 270°, including Corridor Format	Storage conditions	-40 °C to 65 °C (-40 °F to 149 °F) Humidity 5–95% RH (non-condensing)
Pan/Tilt/Zoom	Digital PTZ	Approvals	EMC EN 55032 Class A, EN 55024, EN 61000-6-1, EN 61000-6-2, FCC Part 15 Subpart B Class A, ICES-3(A)/NMB-3(A), VCCI Class A, RCM AS/NZS CISPR 32 Class A, KC KN32 Class A, KC KN35 Safety IEC/EN/UL 62368-1, IEC/EN/UL 60950-22, IEC/EN 62471, IS 13252 Environment IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-78, IEC/EN 62262 IK10, IEC/EN 60529 IP66, NEMA 250 Type 4X Network NIST SP500-267
Audio		Dimensions	Without weathershield: Height: 104 mm (4.06 in) Ø 149 mm (5.87 in)
Audio input/output	Two-way audio connectivity via optional AXIS T61 Audio and I/O Interfaces with portcast technology	Weight	With weathershield: 720 g (1.6 lb)
Network		Included accessories	Installation guide, Windows® decoder 1-user license, drill template, Resistorx® T20 L-key, terminal block connectors, cable gaskets, connector guard, weathershield
Security	Password protection, IP address filtering, HTTPS ^a encryption, IEEE 802.1x (EAP-TLS) ^a network access control, digest authentication, user access log, centralized certificate management, brute force delay protection, signed firmware	Optional accessories	AXIS TP3201/AXIS T94M02L Recessed Mount Kits (indoor/outdoor), AXIS T94K01D/AXIS T94T01D Pendant Kits (indoor/outdoor), AXIS TP3101 Pendant Wall Mount (indoor), AXIS Dome Intrusion Switch C, AXIS ACI Conduit Adapters, AXIS T6101 Audio and I/O Interface, AXIS T6112 Audio and I/O Interface, Axis mounts and microphones, smoked dome, black casing
Supported protocols	IPv4, IPv6 USGv6, HTTP, HTTP/2, HTTPS ^a , SSL/TLS ^a , QoS Layer 3 DiffServ, FTP, SFTP, CIFS/SMB, SMTP, Bonjour, UPnP [®] , SNMP v1/v2c/v3 (MIB-II), DNS, DynDNS, NTP, RTSP, RTP, SRTP, TCP, UDP, IGMPv1/v2/v3, RTCP, ICMP, DHCPv4/v6, ARP, SOCKS, SSH, SIP, LLDP, MQTT v3.1.1, Syslog		
System integration			
Application Programming Interface	Open API for software integration, including VAPIX [®] and AXIS Camera Application Platform; specifications at axis.com One-click cloud connection ONVIF [®] Profile G, ONVIF [®] Profile S and ONVIF [®] Profile T, specification at onvif.org Support for Session Initiation Protocol (SIP) for integration with Voice over IP (VoIP) systems, peer to peer or integrated with SIP/PBX.		
Event conditions	Analytics, external input, supervision of input, edge storage events, virtual inputs through API		
Event actions	Record video: SD card and network share Upload of images or video clips: FTP, SFTP, HTTP, HTTPS, network share, and email Pre- and post-alarm video or image buffering for recording or upload Notification: email, HTTP, HTTPS, TCP, and SNMP trap Overlay text, external output activation		

	For more accessories, see axis.com
Video management software	AXIS Companion, AXIS Camera Station, video management software from Axis Application Development Partners available at axis.com/vms
Languages	English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Traditional Chinese
Warranty	5-year warranty, see axis.com/warranty

- a. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (openssl.org), and cryptographic software written by Eric Young (ey@cryptsoft.com).

Environmental responsibility:

axis.com/environmental-responsibility

**City Council
Staff Agenda Report**

Agenda Item: 8e.

Agenda Subject: e. Discussion and possible action to provide direction to staff on the City’s Code of Ordinances, Chapter 14, Zoning, regarding regulations for accessory structures.

<p>Meeting Date: August 19, 2021</p>	<p>Financial Considerations: Cost for public notices, staff time, and attorney time to draft any ordinance changes</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 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</p>
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Background Information: This item was requested at the July 15, 2021 meeting as a future agenda item. Staff is providing the basic history of the accessory structure ordinance changes and copies of ordinances are in your packet.

1. The ordinance was first discussed in 2018 and regulations for HUD-code manufactured homes were addressed along with preventing any accessory buildings to be used as dwellings (Ord. 2018-05). This was as a result of a 2017 approved permit which allowed a manufactured home as a “guest quarters” per previous ordinance terms and regulations.
2. Following initial 2018 Comp Plan review, Planning and Zoning came up with a list of items to include in the ordinance that could better regulate accessory structures and dwellings. These items were eventually reviewed and finalized in a 2019/2020 ordinance amendment (Ord. 2020-02).
3. Council recently discussed changing height requirements accessory structures which are outlined in Ordinance 2021-05.

If council desires further changes, Council would need to direct staff to have the Planning and Zoning Commission review the ordinance and make a recommendation prior to Council’s approval of any changes.

Recommended Action/Motion: Provide direction by way of motion of any further changes to the ordinance.

Attachments: Ordinance No. 2018-05
Ordinance No. 2020-02
Ordinance No. 2021-05

ORDINANCE NO. 2018-05

AN ORDINANCE AMENDING SECTION 14.02.92 "DEFINED TERMS" OF DIVISION 3 "DEFINITIONS" OF CHAPTER 14 "ZONING," OF THE CODE OF ORDINANCES, CITY OF DALWORTHINGTON GARDENS, TEXAS TO DEFINE HUD-CODE MANUFACTURED HOME AND MOBILE HOME; AMENDING SECTION 14.02.124 "PRINCIPAL AND ACCESSORY BUILDINGS AND USES" OF DIVISION 4 "GENERAL STANDARDS" OF CHAPTER 14 "ZONING" OF THE CODE OF ORDINANCES, CITY OF DALWORTHINGTON GARDENS, TEXAS TO RESTRICT CERTAIN ACCESSORY BUILDING USES; AMENDING SECTION 14.02.171 "GENERAL PROVISIONS" OF DIVISION 5 "RESIDENTIAL DISTRICT REGULATIONS" OF CHAPTER 14 "ZONING" OF THE CODE OF ORDINANCES, CITY OF DALWORTHINGTON GARDENS, TEXAS TO RESTRICT CERTAIN ACCESSORY BUILDING USES AND AMEND ASSOCIATED PARKING PROVISIONS; AMENDING SECTION 14.02.321 "SPECIAL EXCEPTIONS" OF DIVISION 8 "SPECIAL EXCEPTIONS AND OTHER PERMITS" OF CHAPTER 14 "ZONING" OF THE CODE OF ORDINANCES, CITY OF DALWORTHINGTON GARDENS TO ADD SPECIAL EXCEPTIONS FOR HUD-CODE MANUFACTURED HOMES; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dalworthington Gardens is a Type-A general law municipality located in Tarrant County, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council previously established regulations regarding accessory buildings; and

WHEREAS, the City Council desires to amend the zoning ordinance to amend the regulations regarding accessory buildings to prohibit the use of a HUD-Code manufactured home or a Mobile home as accessory buildings; and

WHEREAS, the City Council further desires to permit the use of HUD-Code manufactured homes in certain zoning districts only by special exception.

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

SECTION 1.

Section 14.02.92 “Defined Terms” of Division 3 “Definitions” of Chapter 14 “Zoning” of the Code of Ordinances, City of Dalworthington Gardens, Texas is hereby amended to revise the definition of “Mobile home” and add the definition of “HUD-code manufactured home” to read as follows:

Sec. 14.02.092 Defined Terms

HUD-code manufactured home: Means:

(A) A structure

- (i) constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development;
- (ii) built on a permanent chassis;
- (iii) designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities;
- (iv) transportable in one or more sections; and
- (v) in the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet.

(B) Includes the plumbing, heating, air conditioning, and electrical systems of the home;
and

(C) Does not include a recreational vehicle.

Mobile home. Means:

(A) A structure:

- (i) constructed before June 15, 1976;
- (ii) built on a permanent chassis;
- (iii) designed for use as a dwelling with or without permanent foundation when the structure is connected to the required utilities;
- (iv) transportable in one or more sections, and in the travelling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet; and

(B) includes the plumbing, heating, air conditioning, and electrical systems of the home.

SECTION 2.

Section 14.02.124 “Principal and accessory buildings and uses” of Division 4 “General Standards” of Chapter 14 “Zoning” of the Code of Ordinances, City of Dalworthington Gardens, Texas is hereby amended to read as follows:

Sec. 14.02.124 Principal and accessory buildings and uses

- (a) All residential uses and buildings are principal uses and buildings.
- (b) No accessory building shall be used for dwelling purposes.
- (c) Neither a HUD-code manufactured home nor a mobile home may be used as an accessory building.
- (d) In addition to those uses listed as accessory uses in the district regulations, the following are also accessory uses to appropriate principal uses:
 - (1) Storage of goods used or produced by manufacturing activities on the premises occupied by such activities, when such storage is permitted by the district regulations.
 - (2) The production, processing, cleaning, servicing, altering, testing, repairing or storing of merchandise normally incidental to a retail service or business, when conducted by the person engaged in the principal use, when such activity is permitted by the district regulations.
 - (3) Off-street motor vehicle parking areas and loading facilities for the exclusive use of the owners, customers, clients and employees of the principal use.
 - (4) Swimming pools and tennis courts as part of single-family residences, when used by residents and their guests only.
 - (5) In multifamily residential developments: club rooms, clothes washing and drying facilities, swimming pools, sauna baths and other indoor and outdoor recreation facilities common to such developments, when such uses exist for the use and benefit of residents and their guests but not for the general public.

SECTION 3.

Section 14.02.124 “General provisions” of Division 5 “Residential District Regulations” of Chapter 14 “Zoning” of the Code of Ordinances, City of Dalworthington Gardens, Texas is hereby amended to amend subsections (b) and (c) to read as follows:

Sec. 14.02.171 General provisions

(b) Accessory uses.

- (1) Accessory buildings may include a private garage and similar uses; provided, that they may not be used for commercial purposes, and may be used for hobbies only insofar as such activities are not offensive by reason of odor, noise or manner of operation.
- (2) An accessory building shall not occupy any portion of a required front or side yard.
- (3) An accessory building shall not occupy any portion of a required rear yard, except as provided in section 14.02.123(d)(4) hereof; and further, in the "MF" district, shall not occupy more than 50% of the minimum rear yard of a one-story principal building, nor more than 40% of the minimum rear yard of a multi-story principal building.
- (4) Refuse containers at nonresidential uses shall be screened so that they shall not be visible from adjacent public streets.

(c) Parking.

- (1) On any lot used for single-family residential purposes, there shall be provided two (2) covered vehicle parking spaces of not less than 180 square feet each, per dwelling unit.
- (2) On any lot used for multifamily residential purposes, there shall be provided 2.25 covered vehicle parking spaces per dwelling unit, complying with the standards prescribed in division 9 of this article.
- (3) On any lot used for nonresidential purposes, parking and loading areas shall be provided complying with the standards of division 9 of this article.
- (4) All nonresidential parking and loading areas shall be screened from adjacent residential property. Parking or loading in a required yard is prohibited.

SECTION 4.

Section 14.02.321 "Special exceptions" of Division 8 "Special Exceptions and Other Permits" of Chapter 14 "Zoning" of the Code of Ordinances, City of Dalworthington Gardens is hereby amended to add subsections (c)(23) and (24) to read as follows.

Sec. 14.02.321 Special exceptions

Special Exception

District Requiring Board Approval

(23) HUD-code manufactured home as primary dwelling

MF

SECTION 5.

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

SECTION 6.

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 7.

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed \$2,000.00. Each day that a violation continues shall be deemed a separate offense.

SECTION 8.

All rights and remedies of the City of Dalworthington Gardens, Texas are expressly saved as to any and all violations of the City's Zoning Ordinance, as amended, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9.

The City Secretary of the City of Dalworthington Gardens is hereby directed to publish at least twice in the official newspaper of the City of Dalworthington Gardens, the caption and the penalty clause of this ordinance in accordance with Section 52.011 of the Local Government Code.

SECTION 10.

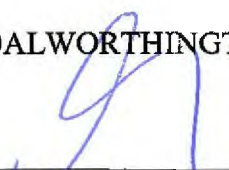
This ordinance shall be in full force and effect from and after its passage and publication as required by law,

AND IT IS SO ORDAINED.

Passed on this 27th day of March, 2018.

CITY OF DALWORTHINGTON GARDENS

By:



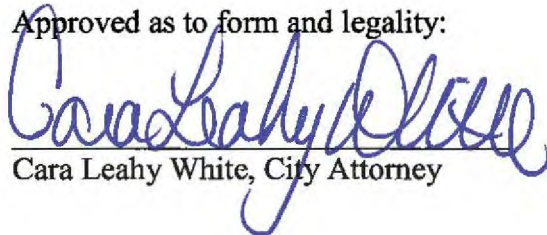
Kimberly Fitzpatrick, Mayor

ATTEST:

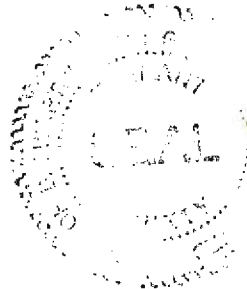


Lola Hazel, City Secretary

Approved as to form and legality:



Cara Leahy White, City Attorney



ORDINANCE NO. 2020-02

AN ORDINANCE AMENDING SECTION 14.02.92 “DEFINED TERMS” OF DIVISION 3 “DEFINITIONS” OF CHAPTER 14 “ZONING,” OF THE CODE OF ORDINANCES, CITY OF DALWORTHINGTON GARDENS, TEXAS TO AMEND AND ADD SEVERAL DEFINITIONS; AMENDING SECTION 14.02.124 “PRINCIPAL AND ACCESSORY BUILDINGS AND USES” OF DIVISION 4 “GENERAL STANDARDS” OF CHAPTER 14 “ZONING” OF THE CODE OF ORDINANCES, CITY OF DALWORTHINGTON GARDENS, TEXAS TO AMEND THE REGULATIONS FOR ACCESSORY USES; AMENDING SECTION 14.02.171 “GENERAL PROVISIONS” OF DIVISION 5 “RESIDENTIAL DISTRICT REGULATIONS” OF CHAPTER 14 “ZONING” OF THE CODE OF ORDINANCES, CITY OF DALWORTHINGTON GARDENS, TEXAS TO REMOVE ACCESSORY BUILDING USES AND REFUSE CONTAINER REQUIREMENTS; AMENDING SECTION 14.02.123 “YARD REQUIREMENTS” OF DIVISION 4 “GENERAL STANDARDS” OF CHAPTER 14 “ZONING” OF THE CODE OF ORDINANCES, CITY OF DALWORTHINGTON GARDENS TO AMEND REAR YARD REQUIREMENTS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dalworthington Gardens is a Type-A general law municipality located in Tarrant County, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council previously established regulations regarding accessory buildings; and

WHEREAS, the City Council desires to amend the accessory building regulations to create regulations for accessory dwellings and to provide clarity for all accessory structures; and

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

SECTION 1.

Section 14.02.92 “Defined Terms” of Division 3 “Definitions” of Chapter 14 “Zoning” of the Code of Ordinances, City of Dalworthington Gardens, Texas is hereby amended to delete the definition of “Accessory building or uses” and add the following definitions:

Sec. 14.02.092 Defined Terms

Accessory dwelling. An accessory structure intended for habitation that contains at least one bathroom and a kitchen. Accessory dwellings shall not be permitted without a principal structure in existence.

Accessory structure. A subordinate use or building incident to and located on the lot occupied by the main use or structure. When a substantial part of the wall of an accessory structure is a part of the wall of the principal structure in a substantial manner, as by a roof, such accessory structure shall be deemed a part of the principal structure. Accessory structures are subject to applicable zoning district regulations.

Accessory storage structure. An accessory storage structure is an accessory structure that is less than 300 square feet, has no electricity, plumbing and no permanent foundation. An accessory storage structure may not be used for habitation.

Cargo container. Generally, an all steel container with strength to withstand shipment, storage and handling. Such containers include reusable steel boxes, freight containers and bulk shipping containers; originally a standardized reusable vessel that was designed for and used in the parking, shipping, movement, transportation or storage of freight, articles or goods or commodities; generally capable of being mounted or moved on a rail car; truck trailer or loaded on a ship.

Principal structure. The primary or predominant building on a lot. The principal structure must meet the minimum requirements for structures in the zoning district in which the structure is located.

SECTION 2.

Section 14.02.124 “Principal and accessory buildings and uses” of Division 4 “General Standards” of Chapter 14 “Zoning” of the Code of Ordinances, City of Dalworthington Gardens, Texas is hereby amended to read as follows:

Sec. 14.02.124 Principal and accessory structures and uses

- (a) No accessory structure or accessory storage structure may be used for dwelling purposes unless all or part of the structure also meets the requirements for an accessory dwelling.
- (b) An accessory dwelling may be used for storage.
- (c) Accessory dwellings shall comply with the following requirements:
 - (1) Accessory dwellings are permitted only in residential zoning districts.
 - (2) Accessory dwellings shall conform with the character of the principle structure as well as the city’s design standards.

- (3) Accessory dwellings shall comply with the same setback requirements as required for the principal structure.
 - (4) Accessory dwellings shall not be located in front of the principal structure unless there is more than 100 feet between the principal structure and the front lot line.
 - (5) Accessory dwellings shall be constructed on a permanent foundation.
 - (6) Accessory dwellings shall be constructed a minimum of 10 feet from the principal structure, and 10 feet from any other structure.
 - (7) Accessory dwellings shall not exceed the larger of 700 square feet of livable space or 25% of the total livable floor area of the principal structure.
 - (8) Replatting is not required prior to construction of an accessory dwelling.
 - (9) Cargo containers, in any form, shall not be used as accessory dwellings.
 - (10) Accessory dwellings must have a kitchen and at least one bathroom.
 - (11) A maximum of one accessory dwelling is permitted per principal dwelling.
- (d) The combined area of the principal structure, any accessory structure, and any other impervious surface shall not exceed the impervious coverage requirement as outlined in Section 14.02.171.
 - (e) Utilities for an accessory structure shall be underground.
 - (f) All accessory structures situated between ten (10) feet of the property line of adjacent residential property and the required yard for a principal dwelling shall not exceed 15 feet in height. All accessory structures situated within the required yard for a principal structure shall not exceed the maximum allowed height of the principal structure.
 - (g) Neither a HUD-code manufactured home nor a mobile home may be used as an accessory structure.
 - (h) In addition to those uses listed as accessory uses in the district regulations, the following are also accessory uses to appropriate principal uses:
 - (1) Storage of goods used or produced by manufacturing activities on the premises occupied by such activities, when such storage is permitted by the district regulations.
 - (2) The production, processing, cleaning, servicing, altering, testing, repairing or storing of merchandise normally incidental to a retail service or business, when conducted by the person engaged in the principal use, when such activity is permitted by the district regulations.

- (3) Off-street motor vehicle parking areas and loading facilities for the exclusive use of the owners, customers, clients and employees of the principal use.
 - (4) Swimming pools and tennis courts as part of single-family residences, when used by residents and their guests only.
 - (5) In multifamily residential developments: club rooms, clothes washing and drying facilities, swimming pools, sauna baths and other indoor and outdoor recreation facilities common to such developments, when such uses exist for the use and benefit of residents and their guests but not for the general public.
- (i) All permits required by the City for an accessory structure shall be obtained prior to construction.
 - (j) All Accessory structures shall be subordinate to and support the principal structure.
 - (k) Accessory structures may include a private garage and similar uses; provided, that they may not be used for commercial purposes, and may be used for hobbies only insofar as such activities are not offensive by reason of odor, noise or manner of operation.
 - (l) An accessory structure shall not occupy any portion of a required front or required side yard.
 - (m) An accessory structure may occupy any portion of a required rear yard in a residential district other than the "MF" district, except as provided in [section 14.02.123\(d\)\(4\)](#) hercof. In the "MF" district, an accessory structure shall not occupy more than 50% of the minimum rear yard of a one-story principal structure, nor more than 40% of the minimum rear yard of a multi-story principal structure.
 - (n) Accessory structures shall be maintained and kept in good repair and sound structural condition.
 - (o) Except as otherwise provided herein, an accessory structure that is less than or equal to 300 square feet in size and has no electricity or plumbing shall not be required to obtain a building permit, but shall meet all requirements of this article. An accessory structure that is greater than 300 square feet in size, or any size accessory structure that is in any way attached to the primary structure, shall be required to have a building permit, be inspected by the city, and meet the requirements of this article.
 - (p) Limitations on storage.

- (1) Residential Zoning Districts:
 - (A) Cargo containers, cargo storage, and/or tractor trailer storage shall not be permitted in residential zoning districts.
 - (B) This does not include residential trailers.
- (2) Commercial Zoning Districts:
 - (A) Cargo containers and/or cargo storage shall be permitted in commercial zoning districts provided any one business does not exceed three (3) cargo containers or cargo storage containers combined. Cargo containers and cargo storage containers shall be screened from public view.
 - (B) Non-registered travel and/or tractor trailers shall not be permitted in commercial zoning districts.
- (3) Notwithstanding the above, temporary storage pods may be placed on any lot in residential zoning districts (but not blocking any portion of the right-of-way or sidewalk) for the purposes of loading or unloading furnishings or other goods for not more than sixty (60) days. In commercial districts, temporary storage pods are required to be removed once a Certificate of Occupancy has been issued.

SECTION 3.

Section 14.02.171 “General provisions” of Division 5 “Residential District Regulations” of Chapter 14 “Zoning” of the Code of Ordinances, City of Dalworthington Gardens, Texas is hereby amended to amend to delete subsection (b) and re-letter subsections (c) and (d) as subsections (b) and (c) as follows:

Sec. 14.02.171 General provisions

(b) Parking.

- (1) On any lot used for single-family residential purposes, there shall be provided two (2) covered vehicle parking spaces of not less than 180 square feet each, per dwelling unit.
- (2) On any lot used for multifamily residential purposes, there shall be provided 2.25 covered vehicle parking spaces per dwelling unit, complying with the standards prescribed in division 9 of this article.

- (3) On any lot used for nonresidential purposes, parking and loading areas shall be provided complying with the standards of division 9 of this article.
 - (4) All nonresidential parking and loading areas shall be screened from adjacent residential property. Parking or loading in a required yard is prohibited.
- (c) Special standards. Panhandle lots shall conform to the following minimum requirements:
- (1) In calculating the lot area for the purpose of determining compliance with this section, including maximum building coverage and maximum impervious surface coverage, the area of the panhandle shall not be deemed a part of the lot.
 - (2) All minimum yards shall be thirty (30) feet.
 - (3) Maximum building coverage shall be 20%.
 - (4) Maximum impervious surface shall be 30%.
 - (5) No building, either primary or accessory, shall be located in either the panhandle or any required yard.

SECTION 4.

Section 14.02.123 “Yard requirements” of Division 4 “General Requirements” of Chapter 14 “Zoning” of the Code of Ordinances, City of Dalworthington Gardens is hereby amended to amend subsection (d)(4) as follows:

Sec. 14.02.123 Yard requirements

- (d) Permitted obstructions in required yards and open spaces. The following shall not be considered to be obstructions when located in the required yards and open spaces specified.
 - (4) In rear yards: In residential districts, none of the following shall be considered an obstruction in a rear yard:
 - (A) Provided that it is situated within the required yard of a principal structure and does not exceed the maximum allowed height of a principal structure: accessory structures; breezeways and open, unroofed porches.
 - (B) Provided that it is situated between ten (10) feet of the property line of the adjacent residential property and the required yard of a principal structure

and does not exceed a height of fifteen (15) feet: accessory structures; breezeways and open, unroofed porches.

- (C) Provided that they are not situated within twenty (20) feet of the property line of adjacent residential property: balconies, bay windows and overhanging eaves or gutters.
- (D) Open off-street parking spaces shall be permitted in required yards unless elsewhere herein prohibited.

SECTION 5.

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

SECTION 6.

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 7.

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed \$2,000.00. Each day that a violation continues shall be deemed a separate offense.

SECTION 8.

All rights and remedies of the City of Dalworthington Gardens, Texas are expressly saved as to any and all violations of the City's Zoning Ordinance, as amended, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9.

The City Secretary of the City of Dalworthington Gardens is hereby directed to publish at least twice in the official newspaper of the City of Dalworthington Gardens, the caption and the penalty clause of this ordinance in accordance with Section 52.011 of the Local Government Code.

SECTION 10.

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

AND IT IS SO ORDAINED.

Passed on this 20th day of February, 2020.

CITY OF DALWORTHINGTON GARDENS

By: Laura Bianco
Laura Bianco, Mayor

ATTEST:

[Signature]
Lola Hazel, City Secretary

Approved as to form and legality:

[Signature]
Cara Leahy White, City Attorney

ORDINANCE NO. 2021-05

AN ORDINANCE AMENDING SECTION 14.02.124 “PRINCIPAL AND ACCESSORY BUILDINGS AND USES” OF DIVISION 4 “GENERAL STANDARDS” OF CHAPTER 14 “ZONING” OF THE CODE OF ORDINANCES, CITY OF DALWORTHINGTON GARDENS, TEXAS TO AMEND THE HEIGHT LIMITATIONS ON CERTAIN ACCESSORY USES; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dalworthington Gardens is a Type-A general law municipality located in Tarrant County, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council previously established regulations regarding accessory buildings; and

WHEREAS, the City Council desires to amend the accessory building regulations to amend the height limitations on certain accessory uses; and

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

SECTION 2.

Subsection (f) of Section 14.02.124 “Principal and accessory buildings and uses” of Division 4 “General Standards” of Chapter 14 “Zoning” of the Code of Ordinances, City of Dalworthington Gardens, Texas is hereby amended to read as follows:

Sec. 14.02.124 Principal and accessory structures and uses

...

- (f) The height limitations for accessory structures and accessory dwellings are as follows:
 - (1) All accessory structures situated between within ten (10) feet of the property line of the adjacent residential property and the required rear yard for a principal dwelling shall abide by the following height requirements:
 - (A) Accessory dwellings shall not exceed 15 feet in height.
 - (B) Accessory structures, excluding accessory dwellings, shall not exceed 20 feet in height.
 - (2) All accessory structures situated within the required yard for a principal structure shall not exceed the maximum allowed height of the principal structure.

...

SECTION 2.

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

SECTION 3.

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 4.

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed \$2,000.00. Each day that a violation continues shall be deemed a separate offense.

SECTION 5.

All rights and remedies of the City of Dalworthington Gardens, Texas are expressly saved as to any and all violations of the City’s Zoning Ordinance, as amended, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.

The City Secretary of the City of Dalworthington Gardens is hereby directed to publish at least twice in the official newspaper of the City of Dalworthington Gardens, the caption and the penalty clause of this ordinance in accordance with Section 52.011 of the Local Government Code.

SECTION 7.

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

AND IT IS SO ORDAINED.

Passed on this 17th day of June, 2021.

CITY OF DALWORTHINGTON GARDENS

By: Laurie Bianco
Laurie Bianco, Mayor

ATTEST:
[Signature]
Lola Hazel, City Secretary

**City Council
Staff Agenda Report**

Agenda Item: 8f.

Agenda Subject: Discussion and possible action regarding projects submitted to Tarrant County for the County Transportation Bond program.

<p>Meeting Date: August 19, 2021</p>	<p>Financial Considerations: Roosevelt Drive: \$161,000 for sidewalks Ancillary costs for street construction</p> <p>Budgeted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar:</p> <p><input 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 type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence</p>
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Background Information: Two applications were submitted for the Tarrant County Bond program which include drainage improvements for Corzine Drive and pedestrian pathways for Roosevelt Drive. The city applied for 100% discretionary funding for both projects, but they were also considered for matching funds through the bond election which typically requires 50% matching from the city.

Corzine Drive: Tarrant County has included half of the Corzine Drive drainage improvement project in the November 2021 bond election. The other half of the Corzine Drive project is being submitted to the county commissioner to consider funding the other half with discretionary funding. What this would mean is the project would be funded through the election and commissioner’s office at 100% funding.

Roosevelt Drive: Tarrant County’s legal department has concluded the Roosevelt Drive pedestrian pathways do not meet the intent of the bond measure on their own, but will allow street construction on Roosevelt Drive to be added to the project and considered. As such, staff requested a quote from Tarrant County to reconstruct Roosevelt Drive from California Lane to Bowen Road which is included in your packet. Tarrant County does not do concrete which is what the pedestrian pathways would be.

Although nothing is confirmed at this time, one question asked is if Dalworthington Gardens would pay for the pedestrian pathways if Tarrant County funds both Roosevelt Drive street construction and Corzine Drive drainage improvements. The cost for the sidewalks is \$161,000, and there would also be ancillary costs for Roosevelt Drive if the County only considers the construction portion. Those costs would include traffic control plan, subgrade material sampling, sod, design work, SWPPP, and erosion control. Those could equate to \$30k-\$50k, depending on exact needs.

Recommended Action/Motion: Provide direction by motion on agreeing to use city funds for the Roosevelt Drive sidewalks if Tarrant County funds both Roosevelt Drive construction from California Lane to Bowen Road and Corzine Drive drainage improvements.

Attachments: Roosevelt Drive Sidewalk Quote
Roosevelt Drive Street Construction Quote
Corzine Drive Drainage Improvement Quote

143-STREET SALES TAX FUND

Fund Sources for Street Repairs	Amount	Cash Flow Availability
Logic Street Sales Tax Account Balance @ 7/31/21	133,480.60	
Estimated Funds available for Street Repairs @ 7/30/21	133,480.60	133,480.60
Projected 8/31/2021	13,907.38	147,387.98
Projected 9/30/2021	10,500.00	157,887.98
FY 20/21 Budget Sales Tax Revenue	24,407.38	157,887.98
Estimated Funds available for Street Repairs @ 9/30/21	157,887.98	
47th CDBG remaining costs	35,372.91	
Projected Funds remaining @ 9/30/21	122,515.07	

EXHIBIT D

Roosevelt Drive Sidewalk Improvements

	Description	Unit Quantity	Unit	Unit Price	Total Price	Item Subtotal
Paving						
1	Mobilization/Signage	1	LS	\$10,000.00	\$10,000.00	
2	Pedestrian Bridge Timber	1	LS	\$24,840.00	\$24,840.00	
3	4" Reinforced Concrete Sidewalk	1,062	SY	\$48.90	\$51,931.80	
4	ADA Compliant Curb Cut	9	EA	\$1,700.00	\$15,300.00	
	Subtotal					\$102,071.80
	Total Preliminary Construction Cost				\$102,071.80	
				Contingency	\$15,310.77	
	Easement Plats	12	Each	\$ 1,200.00	\$14,400.00	
	Survey	6	Acre	\$ 2,300.00	\$13,800.00	
	Engineering and Design				\$15,500.00	
				Total	\$161,082.57	
					\$161,100.00	

The Opinion of Probable Construction Cost is made by an engineer, not a professional construction estimator, and is based off a preliminary layout without a detailed design.

City Of Dalworthington Gardens
Roosevelt Drive, Mapsco (95, D, H, M)
From California to Bowen

	Hot Mix B	Hot Mix D	Emulsion CSS-1H	Cement Slurry	Flex Base Shoulders
Length (ft)	5920	5920	5920	5920	5920
Width (ft)	24	24	24	26	4
Ft ²	142080	142080	142080	153920	23680
Yd ²	15786.67	15786.67	15786.67	17102.22	2631.11
Weight Inches	117	117		36	100
Tons	4	2			8
Cost/Ton	3694.08	1847.04		307.84	1052.44
Rate	\$ 59.00	\$ 70.00		\$ 202.00	\$ 27.00
Gallons			0.30		
Cost/Gallon			4736.00		
Total Cost		\$ 1.08			
	\$ 217,950.72	\$ 129,292.80	\$ 5,114.88	\$ 62,183.68	\$ 28,416.00

Total Materials
Cost

\$ 442,958.08

Materials Testing Fee: \$ 10,000.00

10% Contingency Fee: \$ 45,295.80

Total Project Cost Estimate \$ 498,253.88

Corzine Road Stormwater Improvements

Description		Unit Quantity	Unit	Unit Price	Total Price	Item Subtotal
Paving						
1	Mobilization/Signage	1	LS	\$10,000.00	\$10,000.00	
2	Sawcut Asphaltic Pavement	1,870	LF	\$6.00	\$11,220.00	
3	Sawcut Concrete Pavement	210	LF	\$8.00	\$1,680.00	
4	Install 30" Concrete C&G	1,920	LF	\$20.00	\$38,400.00	
5	6" Reinforced Concrete Pavement	495	SY	\$55.00	\$27,225.00	
6	Unclassified Excavation (incl. Asph Pavment)	83	CY	\$30.00	\$2,490.00	
7	6" Lime Stabilized Subgrade @ 30#/SY	495	SY	\$3.50	\$1,732.50	
8	Hydrated Lime for Stabilization	7	TN	\$160.00	\$1,120.00	
9	Install Entrance Apron (concrete)	267	SY	\$66.00	\$17,622.00	
10	Install Entrance Apron (asphalt)	117	SY	\$102.00	\$11,934.00	
11	Mass Grading/Fill	2,854	CY	\$12.20	\$34,818.80	
	Subtotal					\$158,242.30
Storm Line Improvements						
12	Install 42" RCP	960	LF	\$148.00	\$142,080.00	
13	Install 36" RCP	460	LF	\$125.00	\$57,500.00	
14	Connection to Existing Stormwater Facilities	3	EA	\$1,500.00	\$4,500.00	
15	Install Curb Inlet/Junction Box	5	EA	\$10,000.00	\$50,000.00	
16	Restoration and Seeding	1,707	SY	\$8.25	\$14,082.75	
17	E&S Control	1	LS	\$5,000.00	\$5,000.00	
18	Trench Safety	1,420	LF	\$2.00	\$2,840.00	
	Subtotal					\$276,002.75
Total Preliminary Construction Cost					\$434,245.05	
					Contingency	\$43,424.51
					Engineering/Design Survey	\$57,320.35
					Total	\$534,989.90

The Opinion of Probable Construction Cost is made by an engineer, not a professional construction estimator, and is based off a preliminary layout without a detailed design.

**City Council
Staff Agenda Report**

Agenda Item: 8g.

Agenda Subject: Discussion and possible action regarding Project #2021-02, the Tarrant County Community Development Block Grant program for Ambassador Row, to include but not limited to any change order approval.

<p>Meeting Date: August 19, 2021</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 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 type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence
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Background Information: This will be a recurring item for Project #2021-02, the 47th Year CDBG project for Ambassador Row.

Tarrant County has officially requested our engineer to prepare plans for the project. Staff will provide more updates as we have them.

Recommended Action/Motion: No action needed at this time.

Attachments: None

**City Council
Staff Agenda Report**

Agenda Item: 8h.

Agenda Subject: Discussion and possible action to receive a development presentation for the corner of Arkansas/Bowen.

<p>Meeting Date:</p> <p>August 19, 2021</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 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: There is potential to have a presentation for the corner of Arkansas/Bowen. If followed through, this item may be moved to the top of the agenda to accommodate the presenter. This is a last minute item so no information is included in the packet. This presentation would not be given any final approval without going through the proper steps for approving development, but is presented in advance to be more developer-friendly in the event it is not desirable to council.

Recommended Action/Motion: Provide any feedback or comments to developer on presentation.

Attachments: None

**City Council
Staff Agenda Report**

Agenda Item: 8i.

Agenda Subject: Consider approval of Ordinance No. 2021-10 amending the City of Dalworthington Code of Ordinances, Section 12.05.002 “School Zones” of Article 12.05 “Speed Limits” of Chapter 12 “Traffic and Vehicles” to add an additional school zone and to revise the effective times for a school crossing zones.		
Meeting Date: August 19, 2021	Financial Considerations: Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" 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:

Our current city ordinance does not give DPS the authority to enforce speeding in the Bowen school zone nor also does not give us the authority to enforce speeding during summer school hours in any school zone. We are requesting the Bowen school zone be added along with the following language to be added.

“The Director of Transportation or his designee may modify the hours when a school zone is in effect as necessary to conform to changes in school attendance times. Any such modified hours will be either (i) described on official school zone speed limit signs located at said zone; or (ii) result in modification of the times when a flashing amber light and located at said zone are in operation. The location of said school zones are as follows: posted on the official school zone speed limit signs located at said zone “

Recommended Action/Motion: Motion to approve the changes to City ordinance 12.05.002 as presented pending any changes recommended by this city attorney.

Attachments:

ORDINANCE NO. 2021-10

AN ORDINANCE AMENDING SECTION 12.05.002 “SCHOOL ZONES” OF ARTICLE 12.05 “SPEED LIMITS” OF CHAPTER 12 “TRAFFIC AND VEHICLES” OF THE CODE OF ORDINANCES, CITY OF DALWORTHINGTON GARDENS TO ADD AN ADDITIONAL SCHOOL ZONE AND TO REVISE THE EFFECTIVE TIMES FOR A SCHOOL CROSSING ZONES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Dalworthington Gardens is a Type-A general law municipality located in Tarrant County, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, pursuant to Section 542.202 of the Texas Transportation Code, the City of Dalworthington Gardens, Texas has the authority to designate school crossing zones; and

WHEREAS, the City of Dalworthington Gardens has previously created school zones within the City of Dalworthington Gardens; and

WHEREAS, the City Council deems it necessary and advisable to amend the times applicable to certain school zones within the City in which a 20 mph speed limit will apply and to add an additional school crossing zone;

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

SECTION 1.

Section 12.05.002, “School zones” of Article 12.05, “Speed Limits” of Chapter 12, “Traffic and Vehicles” of the Code of Ordinances, City of Dalworthington Gardens is hereby amended to read as follows:

Sec. 12.05.002 School zones

Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of V.T.C.A., Transportation Code, sections 545.353 and 545.356, the prima facie speed limit hereinafter indicated is hereby determined and declared to be the maximum reasonable and safe speed for vehicles, and such speed limit is hereby fixed for vehicles traveling on the following named streets or parts thereof herein designated as a school zone on days when school is in session, and either: (i) when such hours are described on official school zone speed limit signs located at said zone; or (ii) when school zone signs bearing a flashing amber light and located at said zone are in operation. The location of said school zones are as follows:

Street Location

Hours in Effect

Speed Limit

Arkansas Lane between a point 374 feet east of the east right-of-way line of Roosevelt Drive and a point 361 feet west of the west right-of-way line of Bowen Road	7:30 a.m. to 9:00 a.m. 2:30 p.m. to 4:00 p.m.	20 mph
Roosevelt Drive between a point 500 feet north of the north right-of-way line of Harder Lane and a point at the intersection of Roosevelt Drive with Garden Lane, being the east city limit.	7:30 a.m. to 9:00 a.m. 3:00 p.m. to 4:00 p.m.	20 mph
Bowen Road between a point 200 feet north of Garden Lane and a point 200 feet south of Garden Lane	7:30 a.m. to 9:00 a.m. 3:00 p.m. to 4:00 p.m.	20 mph

The Director of Transportation or his designee may modify the hours when a school zone is in effect as necessary to conform to changes in school attendance times. Any such modified hours will be either (i) described on official school zone speed limit signs located at said zone; or (ii) result in modification of the times when a flashing amber light and located at said zone are in operation. The location of said school zones are as follows: posted on the official school zone speed limit signs located at said zone

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances of the City of Dalworthington Gardens, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3.

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 4.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Five Hundred Dollars (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 5.

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, as amended, or any other ordinances affecting speed which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.

The City Secretary of the City of Dalworthington Gardens is hereby directed to publish the caption, penalty clause, publication clause and effective date clause of this ordinance in one issue of the official newspaper of the City of Dalworthington Gardens as authorized by Section 52.011 of the Local Government Code.

SECTION 7.

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

PASSED AND APPROVED ON THIS 19th DAY OF AUGUST, 2021.

APPROVED:

Laurie Bianco, Mayor

ATTEST:

Lola Hazel, City Secretary

**City Council
Staff Agenda Report**

Agenda Item: 8j.

Agenda Subject: Consider approval of Ordinance No. 2021-11 amending the City of Dalworthington Gardens Code of Ordinances, Section 12.06.002 “Authority to Move Unlawfully Parked Vehicle” of Article 12.06 “Parking” of Chapter 12 “Traffic and Vehicles” to clarify the authority or a peace officer to remove an unlawfully parked vehicle.		
Meeting Date: August 19, 2021	Financial Considerations: Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" 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:

Our current city ordinance does not give officers the authority remove vehicles within this policy. We are requesting the following language be adopted to give officers the authority to have vehicles towed if needed.

“Whenever any peace officer shall find a vehicle in violation of the provisions of this article, the peace officer is hereby authorized to move such vehicle or require the driver or person in charge of such vehicle to move such vehicle to a position permitted under this article.”

This change removes “*shall find a vehicle standing upon a street or roadway*” from our current ordinance.

Recommended Action/Motion: Motion to approve the changes to City ordinance 12.06.002 as presented pending any changes recommended by this city attorney.

Attachments:

ORDINANCE NO. 2021-11

AN ORDINANCE AMENDING SECTION 12.06.002 “AUTHORITY TO MOVE UNLAWFULLY PARKED VEHICLE” OF ARTICLE 12.06 “PARKING” OF CHAPTER 12 “TRAFFIC AND VEHICLES” OF THE CODE OF ORDINANCES, CITY OF DALWORTHINGTON GARDENS TO CLARIFY THE AUTHORITY OR A PEACE OFFICER TO REMOVE AN UNLAWFULLY PARKED VEHICLE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Dalworthington Gardens is a Type-A general law municipality located in Tarrant County, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City of Dalworthington Gardens previously adopted an ordinance providing peace officers the authority to move unlawfully parked vehicles; and

WHEREAS, the City Council deems it necessary and advisable to clarify the authority of a peace officer to move an unlawfully parked vehicle.

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

SECTION 1.

Section 12.06.002, “Authority to move unlawfully parked vehicle” of Article 12.06, “Parking” of Chapter 12, “Traffic and Vehicles” of the Code of Ordinances, City of Dalworthington Gardens is hereby amended to read as follows:

Sec. 12.06.002 Authority to move unlawfully parked vehicle

Whenever any peace officer shall find a vehicle in violation of the provisions of this article, the peace officer is hereby authorized to move such vehicle or require the driver or person in charge of such vehicle to move such vehicle to a position permitted under this article.

SECTION 3.

This ordinance shall be cumulative of all provisions of ordinances of the City of Dalworthington Gardens, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4.

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 5.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Five Hundred Dollars (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6.

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, as amended, or any other ordinances affecting speed which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

The City Secretary of the City of Dalworthington Gardens is hereby directed to publish the caption, penalty clause, publication clause and effective date clause of this ordinance in one issue of the official newspaper of the City of Dalworthington Gardens as authorized by Section 52.011 of the Local Government Code.

SECTION 8.

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

PASSED AND APPROVED ON THIS 19th DAY OF AUGUST, 2021.

APPROVED:

Laurie Bianco, Mayor

ATTEST:

Lola Hazel, City Secretary

**City Council
Staff Agenda Report**

Agenda Item: 8k.

Agenda Subject: Discuss possible purchases of a new in-car and body camera system for DPS		
Meeting Date: August 19, 2021	Financial Considerations: 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:

In-Car Cameras: (GENERAL FUND)

Currently all marked DPS units (4) have an in-car video system. These cameras are six years old and are randomly failing and not operating consistently and no longer serviceable for a reasonable price. In-car videos are currently uploaded via WIFI when vehicle is parked at the station and stored on our local server.

Body Cameras: (CCPD)

DPS currently using VieVU body cameras. They work independently from our in-car cameras and are manually uploaded by Officers at the end of each shift. They are stored locally and accessed through a separate system.

The new cameras have a 10 year life expectancy and made to work together allowing officers to activate the in-car and body camera at the same time. Videos are stored in the cloud and in one location making it easier tracking, accountability and reviewing videos at a later time.

Recommended Action/Motion: Motion to approve the purchase \$41,672.00 out of the general fund for in-car cameras and \$42,040.00 out of CCPD for of new in-car body cameras.

Attachments:



Quote	QUO-35439-R4M9S0
Date	7/19/2021
Page	1

15612 College Blvd
 Lenexa, KS 66219
 1-800-440-4947 www.digitalallyinc.com

Customer:

Dalworthington Gardens City of Will Fike 2600 Roosevelt Drive Dalworthington Gardens, TX 76016

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
DALTX0	RC1	FEDERAL EXPRESS	Subscription	Crystal Kaltenbach	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
4		5-Year Sub w/ 90-Day Retention (Includes (4) EVO/FVHD Kits, (4) Mini Docks, (4) Users, All Other Licenses)	\$1824.00	\$109.44	\$437.76	\$6,858.24
1		Additional User License	\$96.00	\$5.76	\$5.76	\$90.24
4		Magnet Mounts	\$64.00	\$3.84	\$15.36	\$240.64
1		Turnkey	\$2127.67	\$127.67	\$127.67	\$2,000.00
4		Installations	\$499.00	\$99.00	\$396.00	\$1,600.00
4		Removal of Existing Systems	\$85.00	\$10.00	\$40.00	\$300.00

Notes:

NCSA Discount Applied

Turnkey Services & Activation:

- Onsite Product Setup & Configuration
- Dedicated Project Manager
- Best Practices & Implementation Planning Session
- Officer Training and Train the Trainer Session
- System Administrator & Troubleshooting Training Session

60-Month Subscription Plan Includes:

- (4) Complete FVHD Body Camera Kits
- (4) Complete EVO-HD Kits
- (4) Mini Docks
- (1) Free battery replacement @18/mos.
- (1) Free Body Camera Refresh @ 36/mos.
- 5-Year Advanced Exchange Warranty on Hardware
- All Cloud Licenses on 90-Day Retention Plan
- Security Groups & Granular Permission Controls
- Event Tagging, Notations, Playback Review, & Reporting
- Full Access to Automatic Redaction Software
- Full Access to Share Portal
- Full Access to Prosecution Portal
- Case Management & GPS Mapping
- Product Support for Life of Product

Subscription Notes:

- Additional Storage Purchased in Blocks of 100GB for \$63 Per Year.
- Accessories Not in Body Camera Kit or EVO Purchased Separately.
- Applicable Taxes and Freight Due Upfront
- Applicable Taxes Not Included in Quote

Total Discount	\$1,022.55
Subtotal	\$11,089.12
Misc	
Tax	\$0.00
Freight	\$160.00
Total	\$11,249.12

Annual Subscription Breakdown:

(Does Not Include Extra Storage)
 (1st Year Includes Additional Hardware, Turnkey, Installs, Removals, Addl. User License, and Freight)
 (2nd-5th Year Cost Includes Addl. User Licenses)

1st Year=\$ 11,249.12

2nd Year=\$ 6,948.48

3rd Year=\$ 6,948.48

4th Year=\$ 6,948.48

5th Year=\$ 6,948.48

5-Year Total= \$ 39,043.04



Quote	QUO-35439-R4M9S0
Date	7/19/2021
Page	2

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies, except as otherwise provided in such Additional Agreement. If your purchase includes a license or licenses to permit you to use Digital Ally software, the terms of the software license(s) provided to you by Digital Ally shall apply to such software.

2. Payment. Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less.

3. Unpaid Charges. You will be responsible for all costs Digital Ally incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs.

4. Security Interest. You hereby grant Digital Ally a security interest in the Goods to secure your payment obligation to Digital Ally under this sale, pursuant to these Terms. You hereby authorize Digital Ally to file such UCC financing statements in such jurisdictions as Digital Ally deems appropriate to perfect the security interest granted hereby.

5. Taxes. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

6. Shipment. Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's facility in Lenexa, Kansas.

7. Force Majeure. DIGITAL ALLY WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, DELAY, OR FAILURE OF DELIVERY RESULTING FROM CAUSES THAT ARE BEYOND DIGITAL ALLY'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, THOSE DELAYS ARISING FROM EQUIPMENT MANUFACTURE AND SHIPPING (EACH, A "FORCE MAJEURE"). DIGITAL ALLY WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES FROM ANY FORCE MAJEURE DELAY WHATSOEVER.

8. Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY,

"DIGITAL ALLY PARTIES") WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER, THE GOODS, OR THESE TERMS, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE GOODS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO DIGITAL ALLY FOR THE SPECIFIC GOODS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT. 9. Warranty; Limitations on Remedies. Digital Ally's repair or replacement warranty on the goods provided under the Order is set out in a separate statement (the "Limited Warranty"), which sets forth the only warranty applicable to the goods sold under this Order. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT EXTEND BEYOND DIGITAL ALLY'S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE GOODS OR ANY DELIVERABLES WILL OPERATE UNINTERRUPTED OR ERROR FREE. YOU'RE SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM ARISING FROM OR RELATING TO THE ORDER WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS. The Limited Warranty applicable to the Goods is posted on the Digital Ally website at the following website address:

<http://www.digitalallyinc.com/documents/txdirWarrantyPolicy.pdf> The Limited Warranty provides you with warranty support from our offices in Lenexa, Kansas. You agree to appoint an Administrator (in accordance with Paragraph 17 of these Terms) at the place where the Goods are located to install and test all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by Digital Ally. Failure to properly maintain the Goods may void the Limited Warranty.

10. Third Party Claim Indemnification. You will indemnify, defend, and hold harmless Digital Ally, its managers, agents, employees, successors and assigns (collectively, the "Indemnified Parties"), from and against any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees and other costs of legal defense, whether direct or indirect) arising out of or relating to any third party claim concerning (i) your use of the Goods under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

11. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the Goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

12. Acceptance; Claims for Shortage or Non-Conformity. Delivered Goods will be deemed accepted upon the earlier of your formal acceptance of the Goods or the expiration of 30 days from delivery of the Goods ("Acceptance of the Goods"). If you discover upon initial inspection of the Goods that (a) some or all of the Goods are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Digital Ally of your rejection of the goods within 30 days from the delivery date, after which Digital Ally shall have a reasonable opportunity to cure any non-conformance with the Order. Digital Ally is not responsible for Goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for deliver damage. Claims for shortages in

shipment not chargeable against the carrier will not be considered unless written notice is given to Digital Ally within 10 days from date of receipt of the Goods.

13. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Goods purchased under these Terms. You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Goods within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or reexportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Goods purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

14. Changes to the Terms. The Terms in effect at the time you place your Order for the goods sold hereunder will apply to such Order and goods. Digital Ally reserves the right to make changes to these Terms from time to time, and any such changes will take effect immediately, except that changes with respect to your rights and obligations relating to payments, shipments, cancelled orders and/or returns, warranty, and limitations on remedies will only apply to future orders.

15. Governing Law; Jurisdiction and Venue. This Order and all disputes arising under this Order shall be governed by and construed in accordance with the law of the State of Kansas, without regard to its choice of law rules. Any action claim arising out of or relating to this Order, the Goods, or these Terms must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts.

16. Authority. You warrant and represent to Digital Ally that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. If you are entering into this agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf.

17. Administrator. You agree to appoint a primary administrator ("Primary Administrator") with the technical knowledge necessary to install and perform routine maintenance on the Goods, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Goods.

18. Trade-ins. (a) Traded Equipment. If, as part of your Order, Digital Ally agrees in writing to accept a trade-in from you ("Trade-In") and offers you a discount on a new Order for an equipment trade-in ("Trade-In Program"), or if Digital Ally otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("Trade-In Offer"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are

solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("Traded Equipment"); (ii) you will follow all Digital Ally and carrier shipping rules in returning the Traded Equipment to Digital Ally; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Digital Ally immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Digital Ally's sole discretion; and (v) if the Traded Equipment is not returned to Digital Ally so as to be received by Digital Ally within thirty (30) days of the date of delivery of the new equipment you have received from Digital Ally as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the Trade-In Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro-rata in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned. (b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE TRADE-IN PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

19. Advance Exchange Program. (a) Replaced Goods. If your Order includes participation in Digital Ally's Advance Exchange Program, offered in conjunction with Digital Ally's Limited Warranty, Digital Ally will send you the replacement for Goods replaced pursuant to the terms of the applicable Digital Ally Limited Warranty in advance of receiving the Goods Digital Ally has agreed in writing to replace for you ("Replaced Goods"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Goods; (ii) you will follow all Digital Ally and carrier shipping rules in returning the Replaced Goods to Digital Ally; (iii) the return of Goods is final and that by participating in the Advance Exchange Program, ownership of the Replaced Goods is transferred irrevocably to Digital Ally immediately, the Replaced Goods will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Goods to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Goods in Digital Ally's sole; and (v) you will ship the Replaced Goods back to Digital Ally within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Goods to Digital Ally within such thirty (30) day period, Digital Ally may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Goods to Digital Ally; or (ii) pay to Digital Ally the original purchase price of the Replaced Goods. If you fail to return the Replaced Goods to Digital Ally for a period exceeding ninety (90) days, Digital Ally may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Digital Ally an amount equal to the original purchase price of the Replaced Goods. When returning the Replaced Goods, you must return all parts and accessories comprising of the

Replaced Goods, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Goods not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.(b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ADVANCE EXCHANGE PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

20. General. Captions have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.



Quote	QUO-35439-R4M9S0
Date	7/19/2021
Page	7



Quote	QUO-35440-S9P6M7
Date	7/19/2021
Page	1

15612 College Blvd
 Lenexa, KS 66219
 1-800-440-4947 www.digitalallyinc.com

Customer:

Dalworthington Gardens City of Will Fike 2600 Roosevelt Drive Dalworthington Gardens, TX 76016

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
DALTX0	RC1	FEDERAL EXPRESS	Subscription	Crystal Kaltenbach	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
16		5-Year Sub w/ 90-Day Retention (Includes (16) FVHD Kits, (1) 12-Bay Dock, (16) Users, All Other Licenses)	\$492.00	\$29.52	\$472.32	\$7,399.68
1		Additional User License	\$96.00	\$5.76	\$5.76	\$90.24
1		Turnkey	\$2127.67	\$127.67	\$127.67	\$2,000.00

Notes:

NCSA Discount Applied

Turnkey Services & Activation:

- Onsite Product Setup & Configuration
- Dedicated Project Manager
- Best Practices & Implementation Planning Session
- Officer Training and Train the Trainer Session
- System Administrator & Troubleshooting Training Session

60-Month Subscription Plan Includes:

- (16) Complete FVHD Body Camera Kits
- (1) 12-Bay Docking Station
- (1) Free battery replacement @18/mos.
- (1) Free Body Camera Refresh @ 36/mos.
- 5-Year Advanced Exchange Warranty on Hardware
- All Cloud Licenses on 90-Day Retention Plan
- Security Groups & Granular Permission Controls
- Event Tagging, Notations, Playback Review, & Reporting
- Full Access to Automatic Redaction Software
- Full Access to Share Portal
- Full Access to Prosecution Portal
- Case Management & GPS Mapping
- Product Support for Life of Product

Subscription Notes:

- Additional Storage Purchased in Blocks of 100GB for \$63 Per Year.
- Accessories Not in Body Camera Kit or EVO Purchased Separately.
- Installation Sold Separately @ \$499.00 Per Install
- Removal of Existing System Sold Separately @ \$75.00 Per System
- Applicable Taxes and Freight Due Upfront
- Applicable Taxes Not Included in Quote

Total Discount	\$605.75
Subtotal	\$9,489.92
Misc	
Tax	\$0.00
Freight	\$200.00
Total	\$9,689.92

Annual Subscription Breakdown:

(Does Not Include Extra Storage)
 (1st Year Includes Additional Hardware, Turnkey, and Freight)
 (2nd-5th Year Cost Includes Addl. User License)

1st Year=\$ 9,689.92
 2nd Year=\$ 7,489.92
 3rd Year=\$ 7,489.92
 4th Year=\$ 7,489.92
 5th Year=\$ 7,489.92
 5-Year Total= \$ 39,649.60



Quote	QUO-35440-S9P6M7
Date	7/19/2021
Page	2

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

- 1. Exclusion of Other Terms; Entire Agreement.** Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies, except as otherwise provided in such Additional Agreement. If your purchase includes a license or licenses to permit you to use Digital Ally software, the terms of the software license(s) provided to you by Digital Ally shall apply to such software.
- 2. Payment.** Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less.
- 3. Unpaid Charges.** You will be responsible for all costs Digital Ally incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs.
- 4. Security Interest.** You hereby grant Digital Ally a security interest in the Goods to secure your payment obligation to Digital Ally under this sale, pursuant to these Terms. You hereby authorize Digital Ally to file such UCC financing statements in such jurisdictions as Digital Ally deems appropriate to perfect the security interest granted hereby.
- 5. Taxes.** In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.
- 6. Shipment.** Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's facility in Lenexa, Kansas.
- 7. Force Majeure.** DIGITAL ALLY WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, DELAY, OR FAILURE OF DELIVERY RESULTING FROM CAUSES THAT ARE BEYOND DIGITAL ALLY'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, THOSE DELAYS ARISING FROM EQUIPMENT MANUFACTURE AND SHIPPING (EACH, A "FORCE MAJEURE"). DIGITAL ALLY WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES FROM ANY FORCE MAJEURE DELAY WHATSOEVER.
- 8. Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, "DIGITAL ALLY PARTIES") WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER

CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER, THE GOODS, OR THESE TERMS, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE GOODS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO DIGITAL ALLY FOR THE SPECIFIC GOODS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT. 9. Warranty; Limitations on Remedies. Digital Ally's repair or replacement warranty on the goods provided under the Order is set out in a separate statement (the "Limited Warranty"), which sets forth the only warranty applicable to the goods sold under this Order. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT EXTEND BEYOND DIGITAL ALLY'S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE GOODS OR ANY DELIVERABLES WILL OPERATE UNINTERRUPTED OR ERROR FREE. YOU'RE SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM ARISING FROM OR RELATING TO THE ORDER WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS. The Limited Warranty applicable to the Goods is posted on the Digital Ally website at the following website address:

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13. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Goods purchased under these Terms. You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Goods within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or reexportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Goods purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

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18. Trade-ins. (a) Traded Equipment. If, as part of your Order, Digital Ally agrees in writing to accept a trade-in from you ("Trade-In") and offers you a discount on a new Order for an equipment trade-in ("Trade-In Program"), or if Digital Ally otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("Trade-In Offer"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in

connection with, the products and equipment being traded ("Traded Equipment"); (ii) you will follow all Digital Ally and carrier shipping rules in returning the Traded Equipment to Digital Ally; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Digital Ally immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Digital Ally's sole discretion; and (v) if the Traded Equipment is not returned to Digital Ally so as to be received by Digital Ally within thirty (30) days of the date of delivery of the new equipment you have received from Digital Ally as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the Trade-In Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro-rata in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned. (b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE TRADE-IN PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

19. Advance Exchange Program. (a) Replaced Goods. If your Order includes participation in Digital Ally's Advance Exchange Program, offered in conjunction with Digital Ally's Limited Warranty, Digital Ally will send you the replacement for Goods replaced pursuant to the terms of the applicable Digital Ally Limited Warranty in advance of receiving the Goods Digital Ally has agreed in writing to replace for you ("Replaced Goods"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Goods; (ii) you will follow all Digital Ally and carrier shipping rules in returning the Replaced Goods to Digital Ally; (iii) the return of Goods is final and that by participating in the Advance Exchange Program, ownership of the Replaced Goods is transferred irrevocably to Digital Ally immediately, the Replaced Goods will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Goods to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Goods in Digital Ally's sole; and (v) you will ship the Replaced Goods back to Digital Ally within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Goods to Digital Ally within such thirty (30) day period, Digital Ally may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Goods to Digital Ally; or (ii) pay to Digital Ally the original purchase price of the Replaced Goods. If you fail to return the Replaced Goods to Digital Ally for a period exceeding ninety (90) days, Digital Ally may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Digital Ally an amount equal to the original purchase price of the Replaced Goods. When returning the Replaced Goods, you must return all parts and accessories comprising of the Replaced Goods, exclusive of wiring, or you will be responsible for payment of that part of the Replaced

Goods not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.(b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ADVANCE EXCHANGE PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

20. General. Captions have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.



Quote	QUO-35440-S9P6M7
Date	7/19/2021
Page	7

**City Council
Staff Agenda Report**

Agenda Item: 8I.

Agenda Subject: Discuss possible purchases of a new in-car and body camera system for DPS		
Meeting Date: August 19, 2021	Financial Considerations: 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:

In-Car Cameras: (GENERAL FUND)

Currently all marked DPS units (4) have an in-car video system. These cameras are six years old and are randomly failing and not operating consistently and no longer serviceable for a reasonable price. In-car videos are currently uploaded via WIFI when vehicle is parked at the station and stored on our local server.

Body Cameras: (CCPD)

DPS currently using VieVU body cameras. They work independently from our in-car cameras and are manually uploaded by Officers at the end of each shift. They are stored locally and accessed through a separate system.

The new cameras have a 10 year life expectancy and made to work together allowing officers to activate the in-car and body camera at the same time. Videos are stored in the cloud and in one location making it easier tracking, accountability and reviewing videos at a later time.

Recommended Action/Motion: Motion to approve the purchase \$41,672.00 out of the general fund for in-car cameras and \$42,040.00 out of CCPD for of new in-car body cameras.

Attachments:



Quote	QUO-35440-S9P6M7
Date	7/19/2021
Page	1

15612 College Blvd
 Lenexa, KS 66219
 1-800-440-4947 www.digitalallyinc.com

Customer:

Dalworthington Gardens City of Will Fike 2600 Roosevelt Drive Dalworthington Gardens, TX 76016

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
DALTX0	RC1	FEDERAL EXPRESS	Subscription	Crystal Kaltenbach	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
16		5-Year Sub w/ 90-Day Retention (Includes (16) FVHD Kits, (1) 12-Bay Dock, (16) Users, All Other Licenses)	\$492.00	\$29.52	\$472.32	\$7,399.68
1		Additional User License	\$96.00	\$5.76	\$5.76	\$90.24
1		Turnkey	\$2127.67	\$127.67	\$127.67	\$2,000.00

Notes:

*****NCSA Discount Applied*****

Turnkey Services & Activation:

- Onsite Product Setup & Configuration
- Dedicated Project Manager
- Best Practices & Implementation Planning Session
- Officer Training and Train the Trainer Session
- System Administrator & Troubleshooting Training Session

60-Month Subscription Plan Includes:

- (16) Complete FVHD Body Camera Kits
- (1) 12-Bay Docking Station
- **(1) Free battery replacement @18/mos.**
- **(1) Free Body Camera Refresh @ 36/mos.**
- **5-Year Advanced Exchange Warranty on Hardware**
- **All Cloud Licenses on 90-Day Retention Plan**
- Security Groups & Granular Permission Controls
- Event Tagging, Notations, Playback Review, & Reporting
- **Full Access to Automatic Redaction Software**
- **Full Access to Share Portal**
- **Full Access to Prosecution Portal**
- **Case Management & GPS Mapping**
- **Product Support for Life of Product**

Subscription Notes:

- Additional Storage Purchased in Blocks of 100GB for \$63 Per Year.
- Accessories Not in Body Camera Kit or EVO Purchased Separately.
- Installation Sold Separately @ \$499.00 Per Install
- Removal of Existing System Sold Separately @ \$75.00 Per System
- **Applicable Taxes and Freight Due Upfront**
- **Applicable Taxes Not Included in Quote**

Total Discount	\$605.75
Subtotal	\$9,489.92
Misc	
Tax	\$0.00
Freight	\$200.00
Total	\$9,689.92

Annual Subscription Breakdown:

(Does Not Include Extra Storage)
 (1st Year Includes Additional Hardware, Turnkey, and Freight)
 (2nd-5th Year Cost Includes Addl. User License)

1st Year=\$ 9,689.92

2nd Year=\$ 7,489.92

3rd Year=\$ 7,489.92

4th Year=\$ 7,489.92

5th Year=\$ 7,489.92

5-Year Total= \$ 39,649.60



Quote	QUO-35440-S9P6M7
Date	7/19/2021
Page	2

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

- 1. Exclusion of Other Terms; Entire Agreement.** Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies, except as otherwise provided in such Additional Agreement. If your purchase includes a license or licenses to permit you to use Digital Ally software, the terms of the software license(s) provided to you by Digital Ally shall apply to such software.
- 2. Payment.** Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less.
- 3. Unpaid Charges.** You will be responsible for all costs Digital Ally incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs.
- 4. Security Interest.** You hereby grant Digital Ally a security interest in the Goods to secure your payment obligation to Digital Ally under this sale, pursuant to these Terms. You hereby authorize Digital Ally to file such UCC financing statements in such jurisdictions as Digital Ally deems appropriate to perfect the security interest granted hereby.
- 5. Taxes.** In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.
- 6. Shipment.** Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's facility in Lenexa, Kansas.
- 7. Force Majeure.** DIGITAL ALLY WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, DELAY, OR FAILURE OF DELIVERY RESULTING FROM CAUSES THAT ARE BEYOND DIGITAL ALLY'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, THOSE DELAYS ARISING FROM EQUIPMENT MANUFACTURE AND SHIPPING (EACH, A "FORCE MAJEURE"). DIGITAL ALLY WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES FROM ANY FORCE MAJEURE DELAY WHATSOEVER.
- 8. Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, "DIGITAL ALLY PARTIES") WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER

CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER, THE GOODS, OR THESE TERMS, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE GOODS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO DIGITAL ALLY FOR THE SPECIFIC GOODS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT. 9. Warranty; Limitations on Remedies. Digital Ally's repair or replacement warranty on the goods provided under the Order is set out in a separate statement (the "Limited Warranty"), which sets forth the only warranty applicable to the goods sold under this Order. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT EXTEND BEYOND DIGITAL ALLY'S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE GOODS OR ANY DELIVERABLES WILL OPERATE UNINTERRUPTED OR ERROR FREE. YOU'RE SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM ARISING FROM OR RELATING TO THE ORDER WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS. The Limited Warranty applicable to the Goods is posted on the Digital Ally website at the following website address:

<http://www.digitalallyinc.com/documents/txdirWarrantyPolicy.pdf> The Limited Warranty provides you with warranty support from our offices in Lenexa, Kansas. You agree to appoint an Administrator (in accordance with Paragraph 17 of these Terms) at the place where the Goods are located to install and test all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by Digital Ally. Failure to properly maintain the Goods may void the Limited Warranty.

10. Third Party Claim Indemnification. You will indemnify, defend, and hold harmless Digital Ally, its managers, agents, employees, successors and assigns (collectively, the "Indemnified Parties"), from and against any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees and other costs of legal defense, whether direct or indirect) arising out of or relating to any third party claim concerning (i) your use of the Goods under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

11. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the Goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

12. Acceptance; Claims for Shortage or Non-Conformity. Delivered Goods will be deemed accepted upon the earlier of your formal acceptance of the Goods or the expiration of 30 days from delivery of the Goods ("Acceptance of the Goods"). If you discover upon initial inspection of the Goods that (a) some or all of the Goods are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Digital Ally of your rejection of the goods within 30 days from the delivery date, after which Digital Ally shall have a reasonable opportunity to cure any non-conformance with the Order. Digital Ally is not responsible for Goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for deliver damage. Claims for shortages in shipment not chargeable against the carrier will not be considered unless written notice is given to Digital

Ally within 10 days from date of receipt of the Goods.

13. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Goods purchased under these Terms. You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Goods within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or reexportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Goods purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

14. Changes to the Terms. The Terms in effect at the time you place your Order for the goods sold hereunder will apply to such Order and goods. Digital Ally reserves the right to make changes to these Terms from time to time, and any such changes will take effect immediately, except that changes with respect to your rights and obligations relating to payments, shipments, cancelled orders and/or returns, warranty, and limitations on remedies will only apply to future orders.

15. Governing Law; Jurisdiction and Venue. This Order and all disputes arising under this Order shall be governed by and construed in accordance with the law of the State of Kansas, without regard to its choice of law rules. Any action claim arising out of or relating to this Order, the Goods, or these Terms must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts.

16. Authority. You warrant and represent to Digital Ally that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. If you are entering into this agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf.

17. Administrator. You agree to appoint a primary administrator ("Primary Administrator") with the technical knowledge necessary to install and perform routine maintenance on the Goods, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Goods.

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Goods not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.(b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ADVANCE EXCHANGE PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

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Quote	QUO-35440-S9P6M7
Date	7/19/2021
Page	7



Quote	QUO-35439-R4M9S0
Date	7/19/2021
Page	1

15612 College Blvd
 Lenexa, KS 66219
 1-800-440-4947 www.digitalallyinc.com

Customer:

Dalworthington Gardens City of Will Fike 2600 Roosevelt Drive Dalworthington Gardens, TX 76016

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
DALTX0	RC1	FEDERAL EXPRESS	Subscription	Crystal Kaltenbach	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
4		5-Year Sub w/ 90-Day Retention (Includes (4) EVO/FVHD Kits, (4) Mini Docks, (4) Users, All Other Licenses)	\$1824.00	\$109.44	\$437.76	\$6,858.24
1		Additional User License	\$96.00	\$5.76	\$5.76	\$90.24
4		Magnet Mounts	\$64.00	\$3.84	\$15.36	\$240.64
1		Turnkey	\$2127.67	\$127.67	\$127.67	\$2,000.00
4		Installations	\$499.00	\$99.00	\$396.00	\$1,600.00
4		Removal of Existing Systems	\$85.00	\$10.00	\$40.00	\$300.00

Notes:

NCSA Discount Applied

Turnkey Services & Activation:

- Onsite Product Setup & Configuration
- Dedicated Project Manager
- Best Practices & Implementation Planning Session
- Officer Training and Train the Trainer Session
- System Administrator & Troubleshooting Training Session

60-Month Subscription Plan Includes:

- (4) Complete FVHD Body Camera Kits
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- (1) Free Body Camera Refresh @ 36/mos.
- 5-Year Advanced Exchange Warranty on Hardware
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- Case Management & GPS Mapping
- Product Support for Life of Product

Subscription Notes:

- Additional Storage Purchased in Blocks of 100GB for \$63 Per Year.
- Accessories Not in Body Camera Kit or EVO Purchased Separately.
- Applicable Taxes and Freight Due Upfront
- Applicable Taxes Not Included in Quote

Total Discount	\$1,022.55
Subtotal	\$11,089.12
Misc	
Tax	\$0.00
Freight	\$160.00
Total	\$11,249.12

Annual Subscription Breakdown:

(Does Not Include Extra Storage)
 (1st Year Includes Additional Hardware, Turnkey, Installs, Removals, Addl. User License, and Freight)
 (2nd-5th Year Cost Includes Addl. User Licenses)

1st Year=\$ 11,249.12

2nd Year=\$ 6,948.48

3rd Year=\$ 6,948.48

4th Year=\$ 6,948.48

5th Year=\$ 6,948.48

5-Year Total= \$ 39,043.04



Quote	QUO-35439-R4M9S0
Date	7/19/2021
Page	2

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies, except as otherwise provided in such Additional Agreement. If your purchase includes a license or licenses to permit you to use Digital Ally software, the terms of the software license(s) provided to you by Digital Ally shall apply to such software.

2. Payment. Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less.

3. Unpaid Charges. You will be responsible for all costs Digital Ally incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs.

4. Security Interest. You hereby grant Digital Ally a security interest in the Goods to secure your payment obligation to Digital Ally under this sale, pursuant to these Terms. You hereby authorize Digital Ally to file such UCC financing statements in such jurisdictions as Digital Ally deems appropriate to perfect the security interest granted hereby.

5. Taxes. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

6. Shipment. Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's facility in Lenexa, Kansas.

7. Force Majeure. DIGITAL ALLY WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, DELAY, OR FAILURE OF DELIVERY RESULTING FROM CAUSES THAT ARE BEYOND DIGITAL ALLY'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, THOSE DELAYS ARISING FROM EQUIPMENT MANUFACTURE AND SHIPPING (EACH, A "FORCE MAJEURE"). DIGITAL ALLY WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES FROM ANY FORCE MAJEURE DELAY WHATSOEVER.

8. Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY,

"DIGITAL ALLY PARTIES") WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER, THE GOODS, OR THESE TERMS, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE GOODS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO DIGITAL ALLY FOR THE SPECIFIC GOODS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT. 9. Warranty; Limitations on Remedies. Digital Ally's repair or replacement warranty on the goods provided under the Order is set out in a separate statement (the "Limited Warranty"), which sets forth the only warranty applicable to the goods sold under this Order. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT EXTEND BEYOND DIGITAL ALLY'S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE GOODS OR ANY DELIVERABLES WILL OPERATE UNINTERRUPTED OR ERROR FREE. YOU'RE SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM ARISING FROM OR RELATING TO THE ORDER WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS. The Limited Warranty applicable to the Goods is posted on the Digital Ally website at the following website address:

<http://www.digitalallyinc.com/documents/txdirWarrantyPolicy.pdf> The Limited Warranty provides you with warranty support from our offices in Lenexa, Kansas. You agree to appoint an Administrator (in accordance with Paragraph 17 of these Terms) at the place where the Goods are located to install and test all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by Digital Ally. Failure to properly maintain the Goods may void the Limited Warranty.

10. Third Party Claim Indemnification. You will indemnify, defend, and hold harmless Digital Ally, its managers, agents, employees, successors and assigns (collectively, the "Indemnified Parties"), from and against any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees and other costs of legal defense, whether direct or indirect) arising out of or relating to any third party claim concerning (i) your use of the Goods under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

11. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the Goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

12. Acceptance; Claims for Shortage or Non-Conformity. Delivered Goods will be deemed accepted upon the earlier of your formal acceptance of the Goods or the expiration of 30 days from delivery of the Goods ("Acceptance of the Goods"). If you discover upon initial inspection of the Goods that (a) some or all of the Goods are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Digital Ally of your rejection of the goods within 30 days from the delivery date, after which Digital Ally shall have a reasonable opportunity to cure any non-conformance with the Order. Digital Ally is not responsible for Goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for deliver damage. Claims for shortages in

shipment not chargeable against the carrier will not be considered unless written notice is given to Digital Ally within 10 days from date of receipt of the Goods.

13. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Goods purchased under these Terms. You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Goods within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or reexportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Goods purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

14. Changes to the Terms. The Terms in effect at the time you place your Order for the goods sold hereunder will apply to such Order and goods. Digital Ally reserves the right to make changes to these Terms from time to time, and any such changes will take effect immediately, except that changes with respect to your rights and obligations relating to payments, shipments, cancelled orders and/or returns, warranty, and limitations on remedies will only apply to future orders.

15. Governing Law; Jurisdiction and Venue. This Order and all disputes arising under this Order shall be governed by and construed in accordance with the law of the State of Kansas, without regard to its choice of law rules. Any action claim arising out of or relating to this Order, the Goods, or these Terms must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts.

16. Authority. You warrant and represent to Digital Ally that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. If you are entering into this agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf.

17. Administrator. You agree to appoint a primary administrator ("Primary Administrator") with the technical knowledge necessary to install and perform routine maintenance on the Goods, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Goods.

18. Trade-ins. (a) Traded Equipment. If, as part of your Order, Digital Ally agrees in writing to accept a trade-in from you ("Trade-In") and offers you a discount on a new Order for an equipment trade-in ("Trade-In Program"), or if Digital Ally otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("Trade-In Offer"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are

solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("Traded Equipment"); (ii) you will follow all Digital Ally and carrier shipping rules in returning the Traded Equipment to Digital Ally; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Digital Ally immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Digital Ally's sole discretion; and (v) if the Traded Equipment is not returned to Digital Ally so as to be received by Digital Ally within thirty (30) days of the date of delivery of the new equipment you have received from Digital Ally as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the Trade-In Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro-rata in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned. (b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE TRADE-IN PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

19. Advance Exchange Program. (a) Replaced Goods. If your Order includes participation in Digital Ally's Advance Exchange Program, offered in conjunction with Digital Ally's Limited Warranty, Digital Ally will send you the replacement for Goods replaced pursuant to the terms of the applicable Digital Ally Limited Warranty in advance of receiving the Goods Digital Ally has agreed in writing to replace for you ("Replaced Goods"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Goods; (ii) you will follow all Digital Ally and carrier shipping rules in returning the Replaced Goods to Digital Ally; (iii) the return of Goods is final and that by participating in the Advance Exchange Program, ownership of the Replaced Goods is transferred irrevocably to Digital Ally immediately, the Replaced Goods will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Goods to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Goods in Digital Ally's sole; and (v) you will ship the Replaced Goods back to Digital Ally within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Goods to Digital Ally within such thirty (30) day period, Digital Ally may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Goods to Digital Ally; or (ii) pay to Digital Ally the original purchase price of the Replaced Goods. If you fail to return the Replaced Goods to Digital Ally for a period exceeding ninety (90) days, Digital Ally may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Digital Ally an amount equal to the original purchase price of the Replaced Goods. When returning the Replaced Goods, you must return all parts and accessories comprising of the

Replaced Goods, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Goods not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.(b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ADVANCE EXCHANGE PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

20. General. Captions have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.



Quote	QUO-35439-R4M9S0
Date	7/19/2021
Page	7

**City Council
Staff Agenda Report**

Agenda Item: 8m.

Agenda Subject: Discussion and possible action to approve a quote for tree trimming along Bowen Road in the amount of \$5,000.

<p>Meeting Date: August 19, 2021</p>	<p>Financial Considerations: \$5,000</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 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 obtained quotes from several vendors for tree trimming and cleaning up along sidewalks on Bowen Road. A quote is being provided for approval.

Recommended Action/Motion: Motion to approve a quote for tree trimming on Bowen Road in the amount of \$5,000.

Attachments: Quote



P.O Box 14135, Arlington, TX 76094
817-228-1012

Proposal



Thursday, July 29, 2021



Salesperson
Jeff LaTour
Jeff@latourtree.com

Work Site
2600 Roosevelt
DWG, TX 76012

Proposed Scheduled Work Date:

#	Item	Description	Qty	Unit Cost	Cost
1	All Trees	Tree Trimming Work Area: Along the west sidewalk along the southbound lanes, starting at Arkansas and ending at Pleasant Ridge from north to south	0	\$0.00	
					
2	All Trees	Tree Trimming From the west edge of the concrete sidewalk, out toward Bowen road, canopy elevation of any trees, shrubs, ornamentals, or other greenery, cleared straight up to create a 14 foot height clearance	0	\$5,000.00	\$5,000.00
					

We are not responsible for damage to any underground installations such as pipes, cables, wires, and irrigation systems that are not clearly marked. (Additional fee will be applied if we have to make a repair.)

Please allow up to 24 hours for brush pickup.

Referrals are greatly appreciated!

Subtotal: \$5,000.00
Tax: \$412.50
Total: \$5,412.50

Signature

Date

**City Council
Staff Agenda Report**

Agenda Item: 8n.

Agenda Subject: Discuss and possible action regarding amendments to the FY 2021 budget in amounts not to exceed \$10,000.00.

<p>Meeting Date: August 19, 2021</p>	<p>Financial Considerations: Unknown but won't exceed \$10,000</p> <p>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: This is a standing agenda item that will appear on all future agendas. The idea is provide an item whereby staff can discuss needs that come up after the agenda posting deadline. These would only be items that, without council approval, would otherwise put operations on hold.

Recommended Action/Motion: If action needed: Motion to approve an amendment to the FY 2021 budget in an amount not to exceed [state dollar amount] for the purpose of [state specific purpose].

Attachments: None