



City Administrator Report

1. **May 7, 2022 General Election**: The filing period begins January 19, 2022-February 18, 2022. Notice will be posted on December 20, 2021 for these dates.
2. **Orchid Court**: Update on project timeline will be provided at meeting.
3. **CIP Project**: Update on project timeline will be provided at meeting.
4. **Federal Infrastructure Investment and Jobs Act (IIJA)**: 1.2 trillion overall. State of Texas to gain specific amount for distribution. Potential funding for clean water initiatives.
5. **Other Items**: If necessary, other items that arise before the meeting.

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			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-Sciullo-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, Sralia & Elam												
Legal Consulting Services		30.5		12,645.00	30.5	12,645.00		-				12,645.00
RJM Construction				1,320,787.69		1,320,787.69		(0.00)		1,320,787.69		
see sub-schedule for detail												
Miscellaneous												
CivCast-Publication				99.99		99.99		-			99.99	
Commercial Recorder - Publication				12.80		12.80		-			12.80	
Council Contingency Expenses				43,570.57		43,570.57		43,570.57				
Crane Operator				(5,200.00)		5,200.00		(5,200.00)	5,200.00			
Teague, Nall & Perkins-Platting				(10,000.00)		10,000.00		(10,000.00)	10,000.00			
Topographic-Final plat fees				(525.00)		525.00		(525.00)	525.00			
OWT-Downstream Study				(5,000.00)		5,000.00		(5,000.00)	5,000.00			
OWT-Removal of Sally Port				(3,500.00)		3,500.00		(3,500.00)			3,500.00	
Door Hardware/Electronic Access (Martin Locksmith)				(14,150.00)		14,150.00		(14,150.00)			14,150.00	
New Meter 2"				(755.00)		755.00		(755.00)			755.00	
New Meter - Irrigation 1"				(385.00)		385.00		(385.00)			385.00	
Bronze recessed mounted mail drop				(147.26)		147.26		(147.26)			147.26	
Wall cabinet				(127.69)		127.69		(127.69)			127.69	
Hideaway rock -sewer cleanout				(73.05)		73.05		(73.05)			73.05	
Key Cabinet Lock Box				(44.28)		44.28		(44.28)			44.28	
Knoxbox				(552.00)		552.00		(552.00)			552.00	
keys for office				(95.00)		95.00		(95.00)			95.00	
Outdoor Enclosed Bulletin Board				(559.44)		559.44		(559.44)			559.44	
Radio Dialer convert VOIP Fire Alarm to Wireless				(800.00)				-				
AED Device				(1,656.85)		1,656.85		(1,656.85)			1,656.85	
				-								
Bowman Landscaping			7,000.00	7,000.00		7,000.00		-		7,000.00		
Re-keying city hall doors			7,100.00	7,100.00		7,100.00		-			7,100.00	
Cameras - PENDING UPDATE FOR 4k			9,843.00	9,843.00		5,069.00		4,774.00			5,069.00	
Camera Server for storage			2,000.00	2,000.00		-		2,000.00			-	
Meter FW Impact Fees			18,462.00	18,462.00		18,462.00		-			18,462.00	
Furniture			36,626.00	36,626.00		35,928.00		698.00			35,928.00	
Signage			13,220.00	13,220.00				13,220.00			-	
Marque			60,000.00	60,000.00				60,000.00			-	
Conference Room insulation-estimate			10,000.00	10,000.00				10,000.00			-	
Run (2) AV Lines for security			418.50	418.50		418.50		-			418.50	
TV setup for conference room			1,355.94	1,355.94				1,355.94			-	
Peep Hole for Hall Entrance			150.00	150.00				150.00			-	
Viewing solution for side entrance door			250.00	250.00				250.00			-	
Kitchen Appliances			3,825.00	3,825.00		3,825.00		-			3,825.00	
Networking-NetGenius			4,339.95	4,339.95		4,339.95		-			4,339.95	
Blinds			2,684.84	2,684.84		2,684.84		-			2,684.84	
				1,831,641.53		1,738,393.59		93,247.94	297,975.25	1,327,787.69	99,985.65	12,645.00

Cash Balance @ 11/30/21 421,841.84
 Pending transfer for RJM Pay Ap #11 & #12 (138,106.24)
 Pending transfer to for install (2) AV lines 418.50
 Projected Interest -
284,154.10
Projected Cash Balance remaining **190,906.16**

MINUTES OF THE REGULAR MEETING OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS, CITY COUNCIL HELD ON OCTOBER 21, 2021 AT 7:00 P.M. IN THE COUNCIL CHAMBERS, 2600 ROOSEVELT DRIVE, DALWORTHINGTON GARDENS, TEXAS.

REGULAR SESSION – 7:00 P.M.

1. CALL TO ORDER

Mayor Bianco called the meeting to order at 7:00 p.m. with the following present:

Members Present:

Laura Bianco, Mayor
John King, Alderman, Place 1
Steve Lafferty, Alderman, Place 2
Cathy Stein, Alderman, Place 3
Ed Motley, Mayor Pro Tem; Alderman, Place 4
Joe Kohn, Alderman, Place 5

Staff Present:

Lola Hazel, City Administrator
Greg Petty, DPS Director
Kay Day, Finance Director

2. INVOCATION, AND PLEDGES OF ALLEGIANCE

Angie Johnson gave the invocation. Pledges were led by Ms. Lydia Collins.

3. ITEMS OF COMMUNITY INTEREST

The following items were presented.

- **Halloween Goodie Bag Give Out – October 23, 2021**
- **Santa Parade – December 23, 2021**

4. CITIZEN COMMENTS

1. **Jeanine Calhoon, 3303 Evie Court: Item 8b – Elkins Dam Item:** Spoke to being interested in what is going on with the Elkins Dam issue. Promised early in process that citizens would be informed, but because of pending judgments, Council was not able to give that information at that time. What is the plan for lake and dam at this point, and what is result on park and spillway? Be sure to inform citizens.
2. **Jay Cooley, 3016 California Lane:** Informed Council he has filled the precinct chair for the Republican Party in Dalworthington Gardens. Felt it was his civic duty to do that. Wanted to formally introduce himself to everyone. Spoke to the upcoming election on November 2 for constitutional amendments and bond amendments.
3. **Angie Johnson, 2915 Texas Drive:** Concerned about water runoff coming from the Remsing property. Would like Texas Drive to remain a cul de sac.
4. **Mary Webster, 3301 Evie Court:** Interested in agenda Item 8j to approve a new city logo.

5. MAYOR AND COUNCIL COMMENTS

- **Mayor Bianco:** Expressed happiness to see everyone here. Said she is very grateful to each and every one of the citizens present and thanked them for letting council serve them. Thanked Angela Johnson because her church invited all mayors in Tarrant County to thank them for their service. Thanked Chief Petty for his work in feeding

first responders. Asked everyone to hold Chief Petty in their thoughts and prayers as he recently lost his father. Thanked City Administrator Lola Hazel for her efforts on getting the city hall building finished. Reminded everyone that November 18, 5-6 is the open house for the new City Hall.

- **John King:** Expressed joy to see citizens in the audience. Said he hopes they will continue to show up.
- **Steve Lafferty:** Echoed comments from Council Member John King.
- **Cathy Stein:** Echoed comments about the City Hall building. Reminded everyone that the deadline to nominate someone for DWG Volunteer of the Year was approaching.
- **Ed Motley:** Said he was excited to see so many people here with an interest on agenda items. Thanked them for coming. Said he is excited about the new City Hall building.
- **Joe Kohn:** Echoed comments from Mayor Pro Tem Ed Motley. Welcomed Jay Cooley to his new position as Republican Party representative in Dalworthington Gardens. Shared that his granddaughter, Lydia Collins, is in the first grade student council.

6. DEPARTMENTAL REPORTS

- a. **DPS Report**
- b. **Financial Reports**
- c. **Quarterly Investment Report**
- d. **City Administrator Report**

Departmental Reports were presented.

7. CONSENT AGENDA

- a. **Presentation and acknowledgement of budget adjustments for October 2021.**
- b. **Approval of Ordinance No. 2021-15 approving budget amendments for FY 2020-2021.**
- c. **Approval of Ordinance No. 2021-16 approving budget amendments for FY 2021-2022.**
- d. **Approval of August 3, 2021 special meeting minutes.**
- e. **Approval of August 5, 2021 special meeting minutes.**
- f. **Approval of August 19, 2021 regular meeting minutes.**
- g. **Approval of August 26, 2021 special meeting minutes.**
- h. **Approval of September 16, 2021 regular meeting minutes.**
- i. **Approval of Resolution No. 2021-26 approving changes to the City Comprehensive Financial Management Policy.**
- j. **Ratification of invoice from Rey-Mar Construction in the amount of \$13,140 for an emergency water leak on Broadacres Lane.**
- k. **Approval of Resolution No. 2021-25 approving the City Fee Schedule, making changes to water, sewer, and garbage rates as adopted by City Council in the FY 2021-2022 City Budget, adding solid waste rates back into the compiled fee schedule for simplicity, and fixing minor clerical errors.**

A motion was made by Mayor Pro Tem Ed Motley and seconded by Council Member Joe Kohn to approve the Consent Agenda except for items 7f and 7i which were pulled off for individual discussion.

Motion carried by the following vote:

Ayes: Members King, Lafferty, Stein, Motley, and Kohn

Nays: None

8. REGULAR AGENDA

- a. **Consider approval of an application from Lynn Remsing for a replat of Lots 1, 2, and 3, Block 1, Strawberry Fields Addition, being a replat of a portion of Lot 6, Block 4 Dalworthington Gardens Addition to the City of Dalworthington Gardens, Tarrant County, Texas, and commonly known as 3007, 3011, and 3015 Roosevelt Drive.**

i. **Public hearing**

ii. **Discussion and possible action**

Mayor Bianco opened the public hearing at 7:28 p.m.

Background information on this item: Section 10.02.004 of the City's Code of Ordinance states, "No building permit shall be issued for the construction of improvements on any property not platted..." Mr. Remsing has submitted a replat application to divide properties located at 3007, 3011, and 3015 Roosevelt.

In accordance with Section 10.02.031, the city determined the plat application to be complete on July 26, 2021. In accordance with Section 10.02.094, the plat application was then forwarded to the city engineer for review. On September 13, 2021, the city engineer conducted his fourth and final review of the plat, determined the plat conforms with the City's subdivision ordinance, and recommends approval of the plat.

The city has notified all property owners within 200' and included information on how to provide public comments at both the planning and zoning meeting and city council meeting.

Local Government Code, Chapter 212, states plats that satisfy all applicable regulations must be approved. The proposed plat satisfies all requirements of city ordinances. As such, staff recommends approval of this plat.

The following citizens provided comments.

Lynn Remsing, Applicant, Reisel, Texas: Spoke to trying to help the city to come up with a way to draw citizens to the community. He said he is splitting the two houses off to sell them, and keeping Roosevelt residential. He said he has a partner who wants to build a winery, but needs some kind of city and council direction on it. He said he wants to do Christmas trees also.

Ingrid Cooley, 3016 California Lane: Thanked Lynn Remsing for his comments. Said she liked his farm and his Christmas trees. She said she wants him to keep what he has there.

With no one else desiring to speak, Mayor Bianco closed the public hearing at 7:39 p.m.

A motion was made by Mayor Pro Tem Ed Motley and seconded by Council Member Steve Lafferty to approve an application from Lynn Remsing for a replat of Lots 1, 2, and 3, Block 1, Strawberry Fields Addition, being a replat of a portion of Lot 6, Block 4 Dalworthington Gardens Addition to the City of Dalworthington Gardens, Tarrant County, Texas, and commonly known as 3007, 3011, and 3015 Roosevelt Drive.

Motion carried by the following vote:

Ayes: Members King, Lafferty, Stein, Motley, and Kohn

Nays: None

b. Discussion and possible action on a scope of work from Freese and Nichols for Elkins Dam.

Background information on this item: The Elkins Dam Committee met with Freese and Nichols (FNI) and asked for a quote for alternatives for reworking the dam area. The first step for the project is to clear additional areas around the gas well pad site so that FNI's surveyor can survey the site for any additional clearing/work. Staff is working on assessing the additional requested clearing, and obtaining quotes for areas that are unsafe to access.

No action taken.

c. Discussion and possible action on setting a priority list for spending of American Rescue Plan Act (ARPA) funds.

Background information on this item: Staff has previously reported to Council about the potential to receive ARPA funds and the need for setting a priority list. The total payment the city will receive is \$588,252.70. The city has received half so far, and it is expected we will receive the other half next year at some point. Staff met with the Mayor to discuss a list of needs to present to Council. There is an abundance of information on allowed uses of ARPA funds, and the dilemma is they all work in tandem between multiple organizations, making it difficult for staff to provide a complete packet of information addressing every scenario for allowed uses.

What is being provided:

1. a Fact Sheet which goes over allowed uses
2. a Compliance and Reporting Guide that provides more in depth information on categories
3. a page from the Award Terms and Conditions which highlights eligible cost periods
4. the revenue replacement calculation

Staff's suggested uses are as follows:

1. Revenue lost accounts for our entire first payment of \$293,626.35 (and a little more from next year's to get us to our \$324,291 total)
 - a. Once revenue loss is claimed, funds can be used for:
 - i. DPS building repair
 - ii. DPS body cameras (Apex)
2. Other uses discussed:
 - a. Infrastructure such as stormwater/water/wastewater improvements
 - b. Lead pipe, new legal requirements

If City Council agrees with this plan for fund use, staff can proceed with necessary reporting requirements and funding Council's specific projects.

City Council deferred action until after Executive Session.

d. Discussion and possible action on making changes to the City Sick Leave Donation Policy.

Background information on this item: City Council adopted a Sick Leave Donation Policy at the August 19, 2021 Council Meeting. Once put into practice, it was discovered there is one discrepancy in the policy and staff is seeking clarification.

Council desired both a "pool" option as well as an option to donate directly to an employee. The way the policy reads, every sick leave donation goes into a pool first, but can be dispersed to specific employees if donated for that purpose. The problem staff sees is if an employee donates time (donor) for a specific employee (recipient), and the recipient comes back to work and no longer needs leave time, the donor loses whatever excess was donated and it goes into a pool. What staff would prefer is if leave is donated to a specific employee and the recipient no longer needs time, that the donor can then elect to have the remaining leave go into a pool or receive it back. It is the idea

of all leave initially going into a communal pool that we would like to change. The pool option is still effective for any leftover leave time elected as contribution by donors, but it is also valuable if employees wish to donate any time each year as is already stated in the policy.

Staff is asking for a change to all leave initially going into a pool upon donation. No other sections need changing.

A motion was made by Council Member Cathy Stein and seconded by Council Member Steve Lafferty to bring back recommended changes after consulting the entire staff.

Motion carried by the following vote:

Ayes: Members King, Lafferty, Stein, Motley, and Kohn

Nays: None

e. Discussion and possible action on approving a quote for a marquee for the new City Hall location.

Background information on this item: At Council's request, staff has been looking into options for an electronic marquee for the new City Hall. Mayor and staff met with Signs Manufacturing, a local company, and had them provide a quote and rendering of the proposed marquee. Concerns are with the location of the marquee, that it may be difficult to see from one direction or the other. We had the vendor produce a rendering for a ground sign but discussed that a short pole sign may be a better option or even a "V" shaped sign. Staff is looking for feedback from council on the design. This vendor is not a member of any government pricing program, but they are working to become a member in order to offer that type of pricing. Any cost \$50,000 or more requires formal bidding outside of procuring government-specific pricing.

No action taken.

f. Discussion and possible action regarding an amendment to the City of Dalworthington Gardens Code of Ordinances, Chapter 14, Zoning, regarding regulations for accessory structures.

Background information on this item: City Council has requested for Planning and Zoning to review the accessory structure ordinance as it pertains to the allowed height requirements.

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.

Planning and Zoning reviewed the ordinance on October 19, 2021 and did not take any action.

Mayor Bianco opened the public hearing at 8:12 p.m.

Jeannine Calhoon, 3303 Evie Court: Asked what was in proposed ordinance.

With no one else desiring to speak, Mayor Bianco closed the public hearing at 8:16 p.m.

A motion was made by Council Member Cathy Stein to reduce the allowed height to 15 feet for 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.

Motion died for lack of a second.

No action was taken.

- g. Discussion and possible action to direct staff to prepare a policy for disallowing videoconferencing for council meetings except for emergency situations as declared and issued by the mayor.**

Background information on this item: This item was requested at the September meeting by Mayor Pro Tem Ed Motley.

No action was taken.

- h. Discussion and possible action to set a work session date for the Comprehensive Plan.**

Council decided on November 29, 2021 at 6 p.m.

- i. Discussion and possible action to set a work session date for the citizens on Broadacres Lane to discuss concerns for streets and drainage.**

Council decided on November 30, 2021 at 7 p.m.

- j. Discussion and possible action to approve new city logo for Dalworthington Gardens.**

Background information on this item: The proposed logo has been agreed upon during Comprehensive Plan work session. However, staff has a need to print items with the city logo on it and needs direction from council on whether this is the new city logo and replaces all existing logos. Items such as city correspondence and street signage should be considered as well.

A motion was made by Council Member Cathy Stein and seconded by Mayor Pro Tem Ed Motley that the proposed logo be added as an additional logo option.

Motion carried by the following vote:

Ayes: Members King, Lafferty, Stein, Motley, and Kohn

Nays: None

- k. 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.**

Background information on this item: This will be a recurring item for Project #2021-02, the 47th Year CDBG project for Ambassador Row.

Tarrant County has officially received plans for the City's CDBG project. Staff is awaiting next steps from the County.

No action taken.

- l. Discussion and possible action regarding amendments to the FY 2021-2022 budget in amounts not to exceed \$10,000.00.**

Background information on this item: 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.

No action taken.

m. Approval of Resolution No. 2021-26 approving changes to the City Comprehensive Financial Management Policy.

This item was Consent Agenda item i which was pulled off for individual discussion.

A motion was made by Council Member Cathy Stein and seconded by Mayor Pro Tem Ed Motley to approve the policy as presented.

Motion carried by the following vote:

Ayes: Members King, Lafferty, Stein, Motley, and Kohn

Nays: None

n. Approval of August 19, 2021 regular meeting minutes.

This item was Consent Agenda item f which was pulled off for individual discussion.

A motion was made by Council Member Cathy Stein and seconded by Mayor Pro Tem Ed Motley to replace the word “Change” with “Add”, remove “to” and remove the “maintaining six months” language in the second bullet of p. in the August 19, 2021 minutes.

Motion carried by the following vote:

Ayes: Members King, Lafferty, Stein, Motley, and Kohn

Nays: None

9. TABLED ITEMS

a. Discussion and possible action regarding consideration of bond requirements for oil and gas drilling.

Item not removed from the table.

10. FUTURE AGENDA ITEMS

None

11. EXECUTIVE SESSION

City Council recessed into Executive Session at 8:48 p.m.

a. Recess into Executive Session for the following items:

i. Pursuant to Government Code Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; and pursuant to Government Code, Section 551.071, Consultation with Attorney; to wit: the Public Works Superintendent

ii. Pursuant to Government Code Section 551.071, Consultation with Attorney, to wit: trees located in city right of way and the City tree ordinance

- iii. Pursuant to Government Code Sections 551.076 and 551.089 regarding the deployment, or specific occasions for implementation, of security personnel, to wit: the Department of Public Safety

b. Reconvene into Regular Session for the following items:

City Council reconvened into Regular Session at 10:00 p.m.

- i. **Discussion and possible action on the public works superintendent.**

No action was taken.

- ii. **Discussion and possible action on trees located in the city right of way and the city tree ordinance.**

No action was taken.

The following motion and item also included action for Regular Agenda item 8c. for an ARPA funds priority list..

- iii. **Discussion and possible action on Department of Public Safety personnel.**

8c. Discussion and possible action on setting a priority list for spending of American Rescue Plan Act (ARPA) funds.

A motion was made by Council Member Cathy Stein and seconded by Mayor Pro Tem Ed Motley to follow the order of staff's suggested uses of the ARPA funds with adding an iii based on what was discussed in executive session iii.

Motion carried by the following vote:

Ayes: Members King, Lafferty, Stein, Motley, and Kohn

Nays: None

12. ADJOURN

The meeting was adjourned at 10:05 p.m.

ORDINANCE NO. 2021-18

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 December 16, 2021.

Laura Bianco, Mayor

ATTEST:

Lola Hazel, City Administrator



DALWORTHINGTON GARDENS

2600 Roosevelt Drive DWG, Texas 76016

BUDGET AMENDMENT FORM

Date: 12/07/2021

Incode Budget# 193

Check all appropriate boxes.

- Transfer between departments or funds. Requires department head approval and City Administrator or DPS Director, whichever is applicable and requires council approval.
- 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 request. 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.
- Other: Impact Fund Balance - YE budget amendment to adjust to actual

AMENDMENT AMOUNT \$ _____

FROM DEPARTMENT

TO DEPARTMENT

FROM ACCOUNT # _____

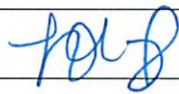
TO ACCOUNT# _____

FROM DESC: _____

TO DESC: _____

EXPLANATION:

Increase 140-00-4900 Revenue: Transfer-In by \$23,473; Increase 140-00-6605 CDBG Projects by \$13,920
YE budget amendment

- From Department Approval: _____
- To Department Approval: _____
- City Administrator Approval: 
- DPS Director Approval: _____
- MAYOR APPROVAL, if required: _____

Attach copy of minutes ratifying approval.

140 - CIP FUND-CAPITAL CDBG

CIP FUND CDBG DETAILS				YTD	Original Budget	Ovr/(Under)	100.00%
Account Number	Account Description	Actual		Budget		% of Budget	
00.4895	Other Rev:Contributed Capital	-		-		0.0%	
Total Other Revenue		-		-	\$ -	0.0%	
00.4900	Transfer In	23,473.00		-	23,473	0.0%	
Total Other Financing Sources		23,473.00		-	\$ 23,473	0.0%	
TOTAL REVENUE		23,473.00		-	\$ 23,473	0.0%	
00.6605	CDBG Projects	13,920.00		-	13,920	0.0%	
Total Capital Projects		13,920.00		-	\$ 13,920	0.0%	
00.8100	Issuance Cost Expense	-		-	-	0.0%	
Total Issuance Cost		-		-	\$ -	0.0%	
00.9700	Transfer Out	-		-	-	0.0%	
Total Other Financing Uses		-		-	\$ -	0.0%	
TOTAL EXPENSES		13,920.00		-	\$ 13,920	0.0%	
Revenue Over/(Under) Expenditures		9,553.00		-			

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

Budget Adj. # 000193							
140 00.4900	9/30/2021	FYE Budget Adj	23,473.00	0.00	0.00	23,473.00-	0.00
Transfer In							
140 00.6605	9/30/2021	FYE Budget Adj	13,920.00	0.00	0.00	13,920.00	0.00
CDBG Projects							
PACKET NOTES:							
FYE adjustment to amend budget to actual and to reconcile							
budgeted transfer accounts							
					TOTAL NO. ADJUSTMENTS--REVENUE:	1	23,473.00
					TOTAL NO. ADJUSTMENTS--EXPENSE:	1	13,920.00
					TOTAL IN PACKET--		<u>37,393.00</u>

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

143 - Street Sales Tax Fund

Street Sales Tax Fund				100.00%			
		YTD		Ovr/(Under)			Amended Budget vs
Account Number	Account Description	Actual	Amended Budget	Budget	% of Budget	Original Budget	Original Budget
00.4025	Taxes - Sales Tax -Economic	139,042.09	139,041.75	0.34	100.0%	118,601	20,441
Total Taxes		139,042.09	139,041.75	0.34	100.0%	\$ 118,601	\$ 20,441
00.4800	Other Rev:Interest on Invest	153.88	1,016.16	(862.28)	15.1%	1,016	-
00.4895	Other Rev:Contributed capital	-	-	-	0.0%	-	-
Total Other Revenue		153.88	1,016.16	(862.28)	15.1%	\$ 1,016	\$ -
00.4900	Transfer-In	82,335.18	85,718.80	(3,383.62)	96.1%	85,719	-
Total Other Financing Sources		82,335.18	85,718.80	(3,383.62)	96.1%	\$ 85,719	\$ -
TOTAL REVENUE		221,531.15	225,776.71	(4,245.56)	98.1%	\$ 205,336	\$ 20,441
40.6835	Maintenance: Street Repair	9,727.00	9,727.00	-	100.0%	-	9,727
40.6836	Maintenance: Cracked Sealing	39,924.70	40,000.00	(75.30)	99.8%	40,000	-
TOTAL Maintenance		49,651.70	49,727.00	(75.30)	99.8%	\$ 40,000	\$ 9,727
40.7030	Consultants:Engineer Regular	6,545.84	6,550.00	(4.16)	99.9%	-	6,550
TOTAL CAPITAL OUTLAY		6,545.84	6,550.00	(4.16)	99.9%	\$ -	\$ 6,550
40.9350	Capital Outlay: Street Project	171,609.96	171,610.02	(0.06)	100.0%	170,993	617
TOTAL CAPITAL OUTLAY		171,609.96	171,610.02	(0.06)	100.0%	\$ 170,993	\$ 617
40.9700	Transfer-Out	21,817.00	21,817.00	-	100.0%	-	21,817
TOTAL FINANCING USES		21,817.00	21,817.00	-	100.0%	\$ -	\$ 21,817
TOTAL EXPENSES		249,624.50	249,704.02	(79.52)	100.0%	\$ 210,993	\$ 38,711
Revenue Over/(Under) Expenditures		(28,093.35)	(23,927.31)	(4,166.04)		\$ (5,657)	\$ (18,270)

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

Budget Adj. # 000195							
143 40.6835	9/30/2021	FYE Budget Adjustme Maintenance:Street Repair	7,200.00	0.00	2,527.00	9,727.00	0.00
143 40.7030	9/30/2021	FYE Budget Adjustme Consultants:Engineer Regular	6,550.00	0.00	0.00	6,550.00	4.16
143 40.9350	9/30/2021	FYE Budget Adjustme Capital Outlay: Street Project	617.00	170,993.02	0.00	171,610.02	0.06
143 40.9700	9/30/2021	FYE Budget Adjustme Transfer Out	21,817.00	0.00	0.00	21,817.00	0.00
143 00.4025	9/30/2021	FYE Budget Adjustme Taxes - Sales Tax - Economic D	20,441.00	118,600.75-	0.00	139,041.75-	0.34
PACKET NOTES:							
FYE amendment to adjust to actual and reconcile transfer accounts							
TOTAL NO. ADJUSTMENTS--REVENUE:					1	20,441.00	
TOTAL NO. ADJUSTMENTS--EXPENSE:					4	36,184.00	
TOTAL IN PACKET--						<u>56,625.00</u>	

*** NO WARNINGS ***
 *** NO ERRORS ***

*** END OF REPORT ***

130 - PARK FUND

PARK FUND DETAILS		100.00%					
Account Number	Account Description	YTD Actual	Amended Budget	Ovr/(Under) Budget	% of Budget	Original Budget	Amended Budget vs Original Budget
00.4800	Other Revenue: Int from Investm	7	21	(14)	33.3%	21	-
00.4890	Other Revenue: Miscellaneous	-	-	-	0.0%	-	-
Total Other Revenue		7	21	(14)	33.3%	\$ 21	\$ -
40.8070	Other: Misc	-	-	-	0.0%	-	-
Total Other Expense		-	-	-	0.0%	\$ -	\$ -
40.9700	Transfer Out	20,777	20,777	(0)	100.0%	-	20,777
Total Other Financing Uses		20,777	20,777	(0)	100.0%	\$ -	\$ 20,777
Total Expenses		20,777	20,777	(0)	100.0%	\$ -	\$ 20,777
Revenue Over/(Under) Expenditures		(20,770)	(20,756)			\$ 21	\$ (20,777)

PACKET: 00181-BA
BUDGET CODE: CB-Current Budget

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

130 40.9700	9/30/2021	FYE Budget Adjustme	20,777.00	0.00	0.00	20,777.00	0.48
Transfer Out							
PACKET NOTES:							
TOTAL NO. ADJUSTMENTS--EXPENSE:					1	20,777.00	
TOTAL IN PACKET--						<u>20,777.00</u>	

*** NO WARNINGS ***
*** NO ERRORS ***

*** END OF REPORT ***

PACKET: 00182-BA

BUDGET CODE: CB-Current Budget

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

Budget Adj. # 000197							
145 00.4885	9/30/2021	FYE Budget Adjustme Grant TC911 Dispatch	4,947.00	0.00	0.00	4,947.00-	0.40-
145 00.4890	9/30/2021	FYE Budget Adjustme Grant TX A&M Forest Serv	9,478.00	0.00	0.00	9,478.00-	0.27-
145 00.4898	9/30/2021	FYE Budget Adjustme GrantLEOSE LawEnforceOffStanEd	217.00-	1,500.00-	0.00	1,283.00-	0.24-
145 00.6205	9/30/2021	FYE Budget Adjustme Grant TC911 Dispatch	4,947.00	0.00	0.00	4,947.00	0.40
145 00.6208	9/30/2021	FYE Budget Adjustme GrantLEOSE LawEnforceOffStanEd	346.00	1,500.00	0.00	1,846.00	0.64
145 00.6210	9/30/2021	FYE Budget Adjustme Grant TX A&M Forest Serv	9,478.00	0.00	0.00	9,478.00	0.27
TOTAL NO. ADJUSTMENTS--REVENUE:					3	14,208.00	
TOTAL NO. ADJUSTMENTS--EXPENSE:					3	14,771.00	
TOTAL IN PACKET--						<u>28,979.00</u>	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

145 - GRANT FUND

GRANT FUND DETAILS		YTD	Amended	Ovr/(Under)	100.00%	Original	Original
Account Number	Account Description	Actual	Budget	Budget	% of Budget	Budget	Budget
00.4884	Grant TC911 InterOperat	-	-	-	0.0%	-	-
00.4885	Grant TC911 Dispatch	4,947	4,947	(0)	100.0%	-	4,947
00.4886	Grant Communications	-	-	-	0.0%	-	-
00.4889	Grant Fire Dept	-	-	-	0.0%	-	-
00.4890	Grant TX A&M Forest Serv	9,478	9,478	(0)	100.0%	-	9,478
00.4898	GrantLEOSE LawEnforceOffStanEd	1,283	1,283	(0)	100.0%	1,500	(217)
Total Grant Revenue		15,707	15,708	(1)	100.0%	1,500	14,208
00.6204	Grant TC911 InterOperat	-	-	-	0.0%	-	-
00.6205	Grant TC911 Dispatch	4,947	4,947	(0)	100.0%	-	4,947
00.6206	Grant Communications	-	-	-	0.0%	-	-
00.6208	GrantLEOSE LawEnforceOffStanEd	1,845	1,846	(1)	100.0%	1,500	346
00.6209	Grant Fire Dept	-	-	-	0.0%	-	-
00.6210	Grant TX A&M Forest Serv	9,478	9,478	(0)	100.0%	-	9,478
Total Materials & Supplies		16,270	16,271	(1)	100.0%	1,500	14,771

Revenue Over/(Under) Expenditures	(563)	(563)	0
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208 - SEIZURE FUND

100.00%

SEIZURE FUND DETAILS		YTD	Amended	Ovr/(Under)		Original	Original
Account Number	Account Description	Actual	Budget	Budget	% of Budget	Budget	Budget
00.4884	Other Revenue: DPS Seizures	5,434	5,434	(0)	100.0%	-	5,434
Total Other Revenues		5,434	5,434	(0)	100.0%	\$ -	\$ 5,434
TOTAL REVENUES		5,434	5,434	(0)	100.0%	\$ -	\$ 5,434
50.6230	Mat/Supplies: Office Equip	1,877	1,877	-	100.0%	-	1,877
50.6250	Mat/Supplies: DPS Supplies	-	-	-	0.0%	-	-
50.6270	Mat/Supplies: Emergency Equip	11,811	11,812	(1)	100.0%	-	11,812
Total Material & Supplies		13,688	13,689	(1)	0.0%	\$ -	\$ 13,689
50.6805	Maint: Vehicles	-	-	-	0.0%	-	-
50.6808	Maint: Seizure Vehicles	-	-	-	0.0%	-	-
Total Maintenance		-	-	-	0.0%	\$ -	\$ -
50.8010	Membership Dues/Subscrip	-	-	-	0.0%	-	-
Total Other		-	-	-	0.0%	\$ -	\$ -
50.9700	Transfer Out	-	-	-	0.0%	-	-
Total Other Uses		-	-	-	0.0%	\$ -	\$ -
TOTAL EXPENSES		13,688	13,689	(1)	100.0%	\$ -	\$ 13,689

Revenue Over/(Under) Expenditures	(8,255)	(8,255)		\$ -	\$ (8,255)
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FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

208 00.4884	9/30/2021	FYE Budget Adjustme Other Revenue: DPS Seizures	5,434.00	0.00	0.00	5,434.00-	0.43-
208 50.6230	9/30/2021	FYE Budget Adjustme Mat/Supplies: Office Equipment	1,877.00	0.00	0.00	1,877.00	0.00
208 50.6270	9/30/2021	FYE Budget Adjustme Mat/Supplies:Emergency Equip	11,812.00	0.00	0.00	11,812.00	0.65
TOTAL NO. ADJUSTMENTS--REVENUE:					1	5,434.00	
TOTAL NO. ADJUSTMENTS--EXPENSE:					2	13,689.00	
TOTAL IN PACKET--						<u>19,123.00</u>	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

ORDINANCE NO. 2021-19

AN ORDINANCE AMENDING THE BUDGET FOR THE CITY OF DALWORTHINGTON GARDENS, TEXAS, FOR THE FISCAL YEAR OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

WHEREAS, an annual operating budget for the fiscal year October 1, 2021 through September 30, 2022, was approved and adopted by the City Council of the City of Dalworthington Gardens, Texas, on September 16, 2021, 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, 2021 through September 30, 2022.

PASSED AND APPROVED on this December 16, 2021.

Laura Bianco, Mayor

ATTEST:

Lola Hazel, City Administrator

Current Budget		110-60-6520	120-40-6520	180-40-6520
Marcus Day	480.00	240.00	240.00	
David Flores	480.00	240.00	240.00	
Jeff Chasteen	480.00	240.00	240.00	
	1,440.00	720.00	720.00	-

Correct Budget				
Marcus Day	480.00	144.00	264.00	72.00
David Flores	480.00	144.00	264.00	72.00
Jeff Chasteen	480.00	192.00	240.00	48.00
	1,440.00	480.00	768.00	192.00

Budget Amendment				
Marcus Day	-	(96.00)	24.00	72.00
David Flores	-	(96.00)	24.00	72.00
Jeff Chasteen	-	(48.00)	-	48.00
	-	(240.00)	48.00	192.00

Current Budget		110-60-6510	120-40-6510	180-40-6510
Marcus Day	600.00	300.00	300.00	
David Flores	600.00	300.00	300.00	
Jeff Chasteen	600.00	300.00	300.00	
	1,800.00	900.00	900.00	-

Correct Budget				
Marcus Day	600.00	180.00	330.00	90.00
David Flores	600.00	180.00	330.00	90.00
Jeff Chasteen	600.00	240.00	300.00	60.00
	1,800.00	600.00	960.00	240.00

Budget Amendment				
Marcus Day	-	(120.00)	30.00	90.00
David Flores	-	(120.00)	30.00	90.00
Jeff Chasteen	-	(60.00)	-	60.00
	-	(300.00)	60.00	240.00

RESOLUTION NO. 2021-29

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE GLOBAL OPIOID SETTLEMENT DOCUMENTS, AND ADOPTING THE TEXAS TERM SHEET.

WHEREAS, the City of Dalworthington Gardens (“City”) is a general law City created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City has obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, the actions, conduct, and misconduct of these Defendants have resulted in significant financial cost to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit A;

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

SECTION 1.

The City Council supports the adoption of the Texas Term Sheet, and hereby adopts that document in its entirety.

SECTION 2.

The City Council finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City. The City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS’ OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit A. The City Council understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. The City Council also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that

FY 21/22 BUDGET AMENDMENT

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
110-20-6000 Personnel: Salaries-Full Time	1,054.53	703.02	703.02	703.02	703.02	703.02	1,054.53	703.02	703.02	703.02	703.02	703.02	9,139.26
110-20-6050 Personnel:Service Pay Longevity		28.80											28.80
110-20-6030 Personnel:FICA(SS) & MedCar	78.28	52.19	52.19	52.19	52.19	52.19	78.28	52.19	52.19	52.19	52.19	52.19	678.46
110-20-6031 Personnel:SUTA Taxes							40.32						40.32
110-20-6042 Personnel:ER-Life/AD&D Ins	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	4.32
110-20-6045 Personnel Cafeteria TMRS	231.44	154.29	154.29	154.29	154.29	154.29	231.44	154.29	154.29	154.29	154.29	154.29	2,005.78
110-20-6046 Personnel:ER-LongTerm Disab	2.71	2.71	2.71	2.71	2.71	2.71	2.71	2.71	2.71	2.71	2.71	2.71	32.52
110-20-6047 Personnel:Employee Health Ins	1.36	1.36	1.36	1.36	1.36	1.36	1.36	1.36	1.36	1.36	1.36	1.36	16.32
110-20-6049 Personnel:ER-ShortTerm Disab	2.16	2.16	2.16	2.16	2.16	2.16	2.16	2.16	2.16	2.16	2.16	2.16	25.92
Community Development	1,370.84	944.89	916.09	916.09	916.09	916.09	1,411.16	916.09	916.09	916.09	916.09	916.09	11,971.70
110-55-6000 Personnel: Salaries-Full Time	(1,054.53)	(703.02)	(703.02)	(703.02)	(703.02)	(703.02)	(1,054.53)	(703.02)	(703.02)	(703.02)	(703.02)	(703.02)	(9,139.26)
110-55-6050 Personnel:Service Pay Longevity		(28.80)											(28.80)
110-55-6030 Personnel:FICA(SS) & MedCar	(78.28)	(52.19)	(52.19)	(52.19)	(52.19)	(52.19)	(78.28)	(52.19)	(52.19)	(52.19)	(52.19)	(52.19)	(678.46)
110-55-6031 Personnel:SUTA Taxes	(10.08)			(10.08)			(10.08)			(10.08)			(40.32)
110-55-6042 Personnel:ER-Life/AD&D Ins	(0.36)	(0.36)	(0.36)	(0.36)	(0.36)	(0.36)	(0.36)	(0.36)	(0.36)	(0.36)	(0.36)	(0.36)	(4.32)
110-55-6045 Personnel Cafeteria TMRS	(231.44)	(154.29)	(154.29)	(154.29)	(154.29)	(154.29)	(231.44)	(154.29)	(154.29)	(154.29)	(154.29)	(154.29)	(2,005.78)
110-55-6046 Personnel:ER-LongTerm Disab	(2.71)	(2.71)	(2.71)	(2.71)	(2.71)	(2.71)	(2.71)	(2.71)	(2.71)	(2.71)	(2.71)	(2.71)	(32.52)
110-55-6047 Personnel:Employee Health Ins	(1.36)	(1.36)	(1.36)	(1.36)	(1.36)	(1.36)	(1.36)	(1.36)	(1.36)	(1.36)	(1.36)	(1.36)	(16.32)
110-55-6048 Personnel:ER-ShortTerm Disab	(2.16)	(2.16)	(2.16)	(2.16)	(2.16)	(2.16)	(2.16)	(2.16)	(2.16)	(2.16)	(2.16)	(2.16)	(25.92)
	(1,380.92)	(944.89)	(916.09)	(926.17)	(916.09)	(916.09)	(1,380.92)	(916.09)	(916.09)	(926.17)	(916.09)	(916.09)	(11,971.70)
	(10.08)	-	-	(10.08)	-	-	30.24	-	-	(10.08)	-	-	-

**City Council
Staff Agenda Report**

Agenda Item: 8d.

Agenda Subject: Approval of Ordinance No. 2021-20 approving budget carryovers from the FY 2020-2021 Budget to the FY 2021-2022 Budget.

<p>Meeting Date: December 16, 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 type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence
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Background Information: The purpose of this item is to have Council approve, by way of an ordinance, to carry over funds for specific projects from the previous budget year, FY 2020-2021, to the current budget year, FY 2021-2022. Carryovers are required to be completed within 90 days of the close of the previous budget year. The reasons for each carryover can be found next to each line item in the spreadsheet.

Recommended Action/Motion: Motion to approve Ordinance No. 2021-20 approving budget carryovers from the FY 2020-2021 Budget to the FY 2021-2022 Budget.

Attachments: Ordinance
Exhibit A for Carryovers

ORDINANCE NO. 2021-20

AN ORDINANCE OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR SEVERABILITY

WHEREAS, the City Council is authorized by law to make changes in the City budget for municipal purposes and for emergency appropriations to meet a pressing need for public expenditure to protect the public health, safety, and welfare as a result of unusual and unforeseen conditions; and

WHEREAS, said amendments are necessary to reflect additional appropriations as carryovers for fiscal year 2021 revenue and expenses.

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

SECTION 1. The recitals contained in the preamble to the Ordinance are found to be true and correct.

SECTION 2. The annual budget of the City of Dalworthington Gardens, Texas for the fiscal year beginning October 1, 2021 and ending September 30, 2022, is hereby amended by increasing and decreasing the appropriations to the various accounts contained therein as provided in Exhibit A attached hereto and made a part hereof.

SECTION 3. In the event any section, paragraph, subdivision, clause, phase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Dalworthington Gardens, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any such part of this declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED AND APPROVED this 16 day of December, 2021.

CITY OF DALWORTHINGTON GARDENS

Laura Bianco, Mayor

ATTEST:

Lola Hazel, City Administrator

**CITY OF DALWORTHINGTON GARDENS
FY 20/21 BUDGET CARRYOVER TO FY 21/22**

FUND	DESCRIPTION	ACCOUNT NUMBER	FY 21/22 BUDGET	INCREASE/ (DECREASE)	AMENDED BUDGET	JUSTIFICATION
REVENUE						
110	Proceeds (2) Tahoes	110-00-4960	10,000.00	10,000.00	20,000.00	Delivery of purchases delayed due to COVID
TOTAL REVENUE				10,000.00		
EXPENSES						
Community Development						
110	Code Enforcement	110-20-6820	1,500.00	2,000.00	3,500.00	unspent budgeted funds; more focus on code enforcement
Court						
110	Court record management	110-30-6235	800.00	800.00	1,600.00	Inability to get done by fiscal yearend. Needed destruction of old court documents
Admin						
110	New city hall mayor portraits, picnic table, door mats, office mail racks	110-40-6276	-	5,000.00	5,000.00	Budgeted \$5,000 prior year for mayor portraits, cost came in under budget and used for other furnishings needed for new city hall. Work not completed until Nov 2021
110	Mayor meet & greet expenses	110-40-8020	1,550.00	700.00	2,250.00	carryover unspent from last fiscal year
110	Other: Special Events	110-40-8022	1,000.00	2,000.00	3,000.00	New City Hall grand opening budgeted \$2,000 prior year, cost incurred Nov 2021
PSO						
110	Training	110-50-6100	37,605.00	10,000.00	47,605.00	COVID restricted training in prior year
110	(100) Traffic Cones	110-50-6270	17,126.00	1,550.00		Items still on back-order, not rec'd before yearend.
110	Portable Breath Tester	110-50-6270		525.00	19,201.00	Delayed purchase pending year end results, but needed.
110	Other Meetings	110-50-8020	-	200.00	200.00	DPS donation rec'd 9/21/21 for meeting that was not able to be scheduled. Rec #216544
110	Other: Annual Awards Banquet	110-50-8021	2,000.00	500.00	2,500.00	Banquet budgeted \$2,000 prior year and was cancelled due to COVID. Carryover needed for cost overruns in FY 21/22
110	(4) In-Car Camera Systems	110-50-9100	-	41,672.00	41,672.00	Move purchase to next fiscal year with possibility of upgrading to more advanced system, with additional funding from CLSFRF-ARPA funds
110	Tranfer Out to CCPD-Vehicle Proceeds	110-50-9700	106,000.00	10,000.00	116,000.00	FY 20/21 vehicles not sold - pending sale in FY 21/22
FIRE						
110	Training	110-55-6100	23,071.00	5,000.00	28,071.00	COVID restricted training in prior year
110	\$2800 (2) Multi Gas Detectors; \$1800 (3) Knox Box keylocks	110-55-6270	11,100.00	4,600.00	15,700.00	inability to get purchased before yearend.
110	(4) Bunker Gears	110-55-6300	27,338.00	8,000.00	35,338.00	budgeted prior year, unable to purchase before yearend
110	Other: Annual Awards Banquet	110-55-8021	2,000.00	500.00	2,500.00	Banquet budgeted \$2,000 prior year and was cancelled due to COVID. Carryover needed for cost overruns in FY 21/22
110	(8) AED 4 marked, 4 fire	110-55-9350	-	14,700.00	14,700.00	ordered last year, waiting delivery
Public Works						
110	Bowen Tree Trimming	110-60-6810	7,686.70	7,500.00	15,186.70	Work approved in Aug 2021, not done until 10/11/21
110	various signs, barricade, cones	110-60-6840	2,500.00	2,500.00	5,000.00	nothing spend last year pending year end results. Supplies are needed
110	Maint Storm Drainage	110-60-6845	4,000.00	2,000.00	6,000.00	unspent budgeted funds; more focus on maintenance this year
110	CIP Project Engineering	110-60-7030	1,000.00	36,000.00	37,000.00	Topographic CIP Project Costs budgeted, not incurred in FY 20/21
TOTAL EXPENSES				155,747.00		

GF Department Expenditures	Over(Under) Budget	Carry Over (use of budget surplus)	Over(Under) Budget Surplus Balance
Community Development	(2,852.11)	2,000.00	(852.11)
Court	(1,250.03)	800.00	(450.03)
Admin	(18,726.19)	7,700.00	(11,026.19)
PSO	(113,722.86)	64,447.00	(49,275.86)
Fire	(78,269.72)	32,800.00	(45,469.72)
Public Works	(52,168.54)	48,000.00	(4,168.54)
Total Expenditures	(266,989.45)	155,747.00	(111,242.45)

Fund	Over(Under) Budget	Carry Over (use of budget surplus)	Over(Under) Budget Surplus Balance
General Fund	(319,530.00)	145,747.00	(173,783.00)

**CITY OF DALWORTHINGTON GARDENS
FY 20/21 BUDGET CARRYOVER TO FY 21/22**

FUND	DESCRIPTION	ACCOUNT NUMBER	FY 21/22 BUDGET	INCREASE/ (DECREASE)	AMENDED BUDGET	JUSTIFICATION
REVENUE						
120	47th CDBG Contributed Capital	120-00-4895	-	76,313.00	76,313.00	Project no completed in last fiscal year
TOTAL REVENUE				76,313.00		

FUND	DESCRIPTION	ACCOUNT NUMBER	FY 21/22 BUDGET	INCREASE/ (DECREASE)	AMENDED BUDGET	JUSTIFICATION
120	CIP Project Engineering	120-40-7030	1,000.00	57,122.00	58,122.00	Carryover unspent budgeted costs for CIP Project engineering expenses.
120	47th CDBG Project expenses	120-40-9200	-	93,609.00	93,609.00	Carryover unspent budgeted costs for 47th CDBG project expenses
TOTAL EXPENSES				150,731.00		

Fund	Over(Under) Budget	Carry Over (use of budget surplus)	Over(Under) Budget Surplus Balance
Enterprise Fund	<u>(146,607.00)</u>	<u>74,418.00</u>	<u>(72,189.00)</u>

FUND	DESCRIPTION	ACCOUNT NUMBER	FY 21/22 BUDGET	INCREASE/ (DECREASE)	AMENDED BUDGET	JUSTIFICATION
142	New City Hall	142-00-6602	-	277,222.00	277,222.00	Carryover unspent budgeted funds to FY 21/22. Pending amendment in FY 21/22 to reclass any remaining funds to Old City Hall refurbishment
TOTAL EXPENSES				277,222.00		

Fund	Over(Under) Budget	Carry Over (use of budget surplus)	Over(Under) Budget Surplus Balance
City Hall Fund	<u>(277,222.00)</u>	<u>277,222.00</u>	<u>-</u>

FUND	DESCRIPTION	ACCOUNT NUMBER	FY 21/22 BUDGET	INCREASE/ (DECREASE)	AMENDED BUDGET	JUSTIFICATION
REVENUE						
185	Proceeds (2) Tahoes	185-00-4900	10,000.00	10,000.00	20,000.00	Delivery of purchases delayed due to COVID-Transfer In from 110-GF
TOTAL REVENUE				10,000.00		

185	(2) Command Boxes	185-50-6270	9,500.00	9,462.00	18,962.00	waiting to outfit new patrol units
185	(2) Tahoe Police Unit	185-50-9100	108,000.00	101,505.23		Delivery of purchases delayed due to COVID
185	Body Cameras	185-50-9100	-	42,040.00	251,545.23	pending decision with ARPA funds
TOTAL EXPENSES				153,007.23		

Fund	Over(Under) Budget	Carry Over (use of budget surplus)	Over(Under) Budget Balance Surplus
CCPD	<u>(157,569.91)</u>	<u>143,007.23</u>	<u>(14,562.68)</u>

Note: Budget Carryover must be submitted to council for approval no later than 90 days after the prior budget period has ended.

**City Council
Staff Agenda Report**

Agenda Item: 8e.

Agenda Subject: Presentation and acknowledgment of budget adjustments.		
Meeting Date: December 16, 2021	Financial Considerations: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Strategic Vision Pillar: <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: Presentation of budget adjustments is not required under the city’s Comprehensive Financial Policy. However, in the interest of transparency, staff will continue to present these each month.

Recommended Action/Motion: No action necessary.

Attachments: Budget adjustments

PACKET: 00177-Ba
BUDGET CODE: CB-Current Budget

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

Budget Adj. # 000192							
120 40.7650	9/30/2021	Recl FH replacement Contractual:Water Purchase	5,200.00-	499,016.33	566.00-	493,250.33	13,472.29
120 40.9200	9/30/2021	Recl FH replacement Capital Outlay - Water System	5,200.00	0.00	127,039.00	132,239.00	93,609.00
PACKET NOTES:							
TOTAL IN PACKET--						0.00	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

PACKET : 04029 Journal Entry Packet
APPROVED: NO

7640

JE NO#	ACCOUNT	DESC: Recl Fire Hydrant to Capital	POSTING DATE: 9/30/2021	REVERSING DATE:	AMOUNT
	ACCOUNT NAME	REFERENCE	DESCRIPTION		
120 40.6910	Maintenance:Water Distribut	CK #62321	Recl Fire Hydrant to Capital		5,200.00CR
120 40.9200	Capital Outlay - Water Syst	CK #62321	Recl Fire Hydrant to Capital		5,200.00
TOTAL CREDITS:	\$				5,200.00CR
DEBITS:	\$				5,200.00

PACKET : 04029 Journal Entry Packet
APPROVED: NO

*** ACCOUNT TOTALS ***

ACCOUNT	ACCOUNT NAME	DEPARTMENT	AMOUNT
120 40.6910	Maintenance:Water Distribution	General Operating	5,200.00CR
120 40.9200	Capital Outlay - Water System	General Operating	5,200.00

JOURNAL ENTRIES: 1
ENTRIES: 2

O/B JOURNAL ENTRIES: 0
ERRORS: 0
WARNING: 0

TOTAL CREDITS: \$ 5,200.00CR
DEBITS: \$ 5,200.00

** END OF REPORT **

V#000562

HFC Services

Plumbing/Utility Services

337 N. Briery Road
Irving, TX 75061
214-492-3804

Harry Combs
Master Plumber
M-42588

INVOICE #042121-2

DATE OF ORDER

4-21-2021

POSTED

120-40-6910

RECEIVED APR 20 2021

TO City of Dalworthington Gardens (Jeff Chasteen)

2600 Roosevelt	(817) 274-7368
Dalworthington, TX 76016	TECHNICIAN Sawyer

DESCRIPTION	AMOUNT	
H144-2715 W Pioneer- Replaced upper stem, new traffic safety kit, rebuilt bonnet	\$592.00	
H145- 2706 W Pioneer- Replaced 3 cap gaskets	\$30.00	
H163- 2146 Corizine- Installed missing weather cap	\$45.00	
H157- 3115 Roosevelt- Rebuilt bonnet installed 3 cap gaskets	\$145.00	
H051-3306 Elkins- Rebuilt bonnet area	\$165.00	
H091-2219 Michigan Ct.- Replaced 3 cap gaskets	\$30.00	
H131- 13 Twin Lakes Ct- Complete rebuild, unstop weep holes	\$1,864.00	
H090- 2235 Michigan Ct- Replace 4" Cap	\$53.00	
H083-2323 Michigan Ct- Rebuild bonnet, install 3 cap gaskets	\$167.00	
H041-3312 Elkins- Replace fire hydrant	\$5,200.00	1A0-40-9200
6' Tee Handle Valve Wrench	\$100.00	
PAY THIS AMOUNT		\$8,391.00

Thank You

SIGNATURE (I hereby acknowledge the satisfactory completion of the described work)

We accept Visa & Mastercard

Regulated by the following agencies:
Texas Department of Licensing and Regulation: PO Box 12157, Austin TX 78711 • (800) 803-9202 • (512) 452-6599
Texas State Board of Plumbing Examiners: PO Box 4200, Austin, TX 78765 (800) 845-6584

PACKET: 00184-Ba

BUDGET CODE: CB-Current Budget

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

Budget Adj. # 000199							
120 00.4900 Transfer In	9/30/2021	FYE Budget Adjustme	1,281.00	0.00	0.00	1,281.00-	0.00
120 40.9700 Transfer Out	9/30/2021	FYE Budget Adjustme	1,281.00	0.00	0.00	1,281.00	0.00
TOTAL NO. ADJUSTMENTS--REVENUE:						1	1,281.00
TOTAL NO. ADJUSTMENTS--EXPENSE:						1	1,281.00
TOTAL IN PACKET--							2,562.00

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

142 CIP FUND-City Hall

100.00%

CIP FUND-City Hall Details		YTD	Original	Ovr/(Under)	
Account Number	Account Description	Actual	Budget	Budget	% of Budget
00.4800	Other Revenue:GO 2017 Interest	489.67	1,641.03	(1,151.36)	29.8%
Total Other Revenue		489.67	1,641.03	(1,151.36)	29.8%
TOTAL REVENUE		489.67	1,641.03	(1,151.36)	29.8%
00.6230	Mat/Supplies: Offc Eqpt	4,339.95	4,340.00	(0.05)	100.0%
00.6276	Mat/Supplies:Furnishings	5,481.85	5,482.00	(0.15)	100.0%
Total Mat/Supplies		9,821.80	9,822.00	(0.20)	100.0%
00.6602	City Hall	1,104,738.47	1,381,960.00	(277,221.53)	79.9%
00.6603	Old City Hall	-	-	-	0.0%
Total Projects		1,104,738.47	1,381,960.00	(277,221.53)	79.9%
00.9010	Capital Outlay:Computer/Off	35,928.00	35,928.00	-	100.0%
Total Capital Outlay		35,928.00	35,928.00	-	100.0%
00.9700	Transfer Out	-	-	-	0.0%
Other Financing Uses		-	-	-	0.0%
TOTAL EXPENSES		1,150,488.27	1,427,710.00	(277,221.73)	80.6%

Revenue Over/(Under) Expenditures	(1,149,998.60)	(1,426,068.97)
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FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000194							
142 00.6230	9/30/2021	FYE Budget Adj Mat/Supplies: Office Equipment	4,340.00	0.00	0.00	4,340.00	0.05
142 00.6276	9/30/2021	FYE Budget Adj Mat/Supplies:Furnishings	5,482.00	0.00	0.00	5,482.00	0.15
142 00.9010	9/30/2021	FYE Budget Adj Capital Outlay:Computer/Off Eq	35,928.00	0.00	0.00	35,928.00	0.00
142 00.6602	9/30/2021	FYE Budget Adj City Hall PACKET NOTES: FYE budget adjustments	45,750.00-	1,427,710.00	0.00	1,381,960.00	277,221.53
TOTAL IN PACKET--						<u>0.00</u>	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

V#2148



Invoice

Date	Invoice #
11/12/2021	310019160

Bill To
City of Dalworthington Gardens Iashia Bergamini 2600 Roosevelt Drive Dalworthington Gardens, TX 76016 US

Ship To
City of Dalworthington Gardens Iashia Bergamini 2600 Roosevelt Drive Dalworthington Gardens, TX 76016 US
RECEIVED NOV 18 2021

Remit To Highland Products Group, LLC

220 Congress Park Drive
Suite 215
Delray Beach, FL 33445

Sales Order	Customer PO No.	Terms	Due Date
146077113	PO # 21.49566	Net 30	12/12/2021


Description	Qty	Rate	Amount
Double-Sided Large Recycled Plastic Message Center with Posts	1	1,029.00	1,029.00T
Shipment Carrier: Shipping & Handling;	1	333.75	333.75T
Shipment Method: X Freight			

	Subtotal	\$1,362.75
	Sales Tax (0.0%)	\$0.00
	Total	\$1,362.75
	Payments/Credits	\$0.00
	Balance Due	\$1,362.75

Want to pay your invoice via Credit Card?
Questions about your Invoice? Call 800-695-3503
ext 5

Bill to: Iashia Bergamini City of Dalworthington Gardens 2600 Roosevelt Drive Dalworthington Gardens, Texas, 76016 United States T: 816-516-1860	Ship to: Iashia Bergamini City of Dalworthington Gardens 2600 Roosevelt Drive Dalworthington Gardens, Texas, 76016 United States T: 816-516-1860	Quote Proposal Q21.49566 Date of Proposal Aug 11, 2021 Proposal valid until Aug 25, 2021 (14 days) Sales Rep. Terry O'Neill
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Lead times quoted are only estimates and may change due to the volatility and demand of raw materials.

Product image	Product name	Item #	QTY	Price	Your Price	Discount	Subtotal
	Double-Sided Large Recycled Plastic Message Center with Posts Color Green	289-1068-109797	1	\$1,129.00	\$1,029.00	\$100.00	\$1,029.00

ESTIMATED LEAD TIME 12 WEEKS TO LEAVE WAREHOUSE.

Adjustment Quote	- \$100.00
Total Discount	\$100.00
Subtotal	\$1,029.00
Shipping & Handling (Excl. Tax)	\$333.75
Tax	\$0.00
Grand Total	\$1,362.75

- THIS QUOTE COMES WITH A BEST PRICE GUARANTEE -

TERMS & CONDITIONS

SHIPPING:

All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday. Unless otherwise noted, shipping charges include standard delivery only. Standard shipping charges are for Tailgate delivery to any commercial location on a commercial truck route; the truck driver is under no obligation to help you unload. If you are unable to accept a shipment via this method, you must purchase additional services.

- Additional Services - Residential Delivery, Limited Access Delivery, Construction Site Delivery, Liftgate Service, Inside Delivery, Notify Before Delivery.
- Service Discrepancies - If there is a discrepancy in the services requested and the minimum services required to deliver the product, The Park Catalog reserves the right to charge the customer for any necessary additional services provided at the time of delivery.
- Inspection of Shipments - It is the customer's responsibility to inspect all deliveries for possible damage, correct quantities and to note any discrepancies on the freight bill PRIOR to signing the delivery receipt provided by the driver. All claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery. The Park Catalog does NOT GUARANTEE replacement parts or products FREE of charge due to concealed or unreported damages.
- Assembly May Be Required - Many of our products are shipped unassembled in order to minimize damage and lower freight charges.

CANCELLATIONS:

All cancellations must be done prior to shipping. Made-to-Order items already in production may not be cancelled.

RETURNS:

We will accept returns of unused products, up to 30 days from the shipping date, subject to ALL of the following terms and conditions:

- Approval - Written approval and instructions must be issued by our Customer Service Department before any merchandise can be returned.
- Shipping Returns - All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.
- Re-Stocking & Shipping Fees - The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.
- Web-Orders - For online orders, The Park Catalog is not responsible if the customer orders incorrect product or colors. All return and restock fees apply.
- Made-to-Order or Personalized - These items are not returnable unless a defect in manufacturing is presented to us with pictures prior to return.

• Force Majeure: No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

To accept this proposal please Sign Here: _____ Date: _____

**City Council
Staff Agenda Report**

Agenda Item: 8f.

Agenda Subject: Approval of a quote for \$8,000 to install remaining remote meters in the City.		
Meeting Date: December 16, 2021	Financial Considerations: \$8,000 (\$10,000 budgeted) Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Strategic Vision Pillar: <input type="checkbox"/> Financial Stability <input checked="" type="checkbox"/> Appearance of City <input 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

Background Information: Staff previously received a quote of \$30,000 to install the remaining remote meters in the City. With recent personnel changes and the price being outside of the budgeted range, staff did not act on the project. Now, contractors are quoting \$8,000 to install a majority of the remaining meters in the City. Staff budgeted \$10,000 for this project with goal to install some in-house which slowly has been accomplished over time. There are 36 remaining meters in the City needing installation. The quotes received are verbal but they are from reputable contractors of which the City has worked with in the past.

Recommended Action/Motion: Motion to approve a quote for \$8,000 to install remaining remote meters in the City.

Attachments: None

**City Council
Staff Agenda Report**

Agenda Item: 8g.

Agenda Subject: Approval of an interlocal agreement between the Texas Comptroller of Public Accounts, State Energy Conservation Office (SECO), and the City of Dalworthington Gardens for an interior LED lighting retrofit grant program.

<p>Meeting Date: December 16, 2021</p>	<p>Financial Considerations: \$4,200</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 type="checkbox"/> Operations Excellence <input checked="" type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence</p>
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Background Information: Staff is presenting the agreement for the lighting grant award. The lighting would be for the DPS Complex as well as both pump stations.

Recommended Action/Motion: Motion to approve an interlocal agreement between the Texas Comptroller of Public Accounts, State Energy Conservation Office (SECO), and the City of Dalworthington Gardens for an interior LED lighting retrofit grant program.

Attachments: Agreement

This interlocal agreement (“Agreement”) is entered into by and between the Texas Comptroller of Public Accounts (“Comptroller”), State Energy Conservation Office (“SECO”) and City of Dalworthington Gardens (“Dalworthington Gardens”) located at 2600 Roosevelt Drive, Dalworthington Gardens, Texas 76016.

I. Recitals

Whereas, on June 30, 2021 Comptroller issued a Request for Applications No. RFA-LG-G1-2022 for the local and county government interior LED lighting retrofit program;

Whereas, Dalworthington Gardens submitted an application on or before August 6, 2021, in response to Comptroller’s RFA (“Application”);

Whereas, Dalworthington Gardens was selected as a Successful Applicant;

Whereas, under this Agreement, Dalworthington Gardens shall fully comply with all terms, conditions, requirements and other provisions of this Agreement, including those set forth in the Attachments attached hereto and incorporated herein for all purposes; and

Whereas, in consideration of Dalworthington Gardens’ compliance with all requirements of this Agreement, Comptroller awards this Agreement to Dalworthington Gardens.

Now, therefore, the parties hereby agree as follows:

II. Authority

This Agreement is entered into pursuant to the Oil Overcharge Restitutionary Act, Chapter 2305, Texas Government Code; the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and the State of Texas Oil Overcharge Funds Disbursement Plan. Funding for this program is provided by oil overcharge funds approved by the United States Department of Energy (“DOE”).

III. Services

Dalworthington Gardens shall provide to Comptroller all of the services and deliverables described in and in the manner required by this Agreement all of the following documents (“Services”) as attached hereto and incorporated as part of this Agreement for all purposes. All terms and conditions of Comptroller’s RFA shall apply.

- Attachment A: Statement of Services to be Performed and Deliverables;
- Attachment B: Budget;
- Attachment C-1: Assurance of Compliance, Nondiscrimination in State Assisted Programs;
- Attachment C-2: Assurance of Compliance, Nondiscrimination in State Assisted Programs;
- Attachment D: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions;
- Attachment E: Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
- Attachment F: Disclosure of Lobbying Activities;
- Attachment G: Assurances – Non-Construction Programs;
- Attachment H: Intellectual Property Provisions;

<u>Attachment I:</u>	Subcontracting Provisions; Mandatory Flowdown Provision;
<u>Attachment J:</u>	Execution of Application;
<u>Attachment K:</u>	Nondisclosure Agreement;
<u>Attachment L:</u>	Comptroller's RFA; and
<u>Attachment M:</u>	City of Dalworthington Gardens' Application.

In the event of a conflict, the documents shall control in the following order of precedence:

1. This Agreement, excluding Attachments;
2. Attachments A and B;
3. Attachments C-1 through H;
4. Attachment I;
5. Attachment J;
6. Attachment K;
7. Attachment L;
8. Attachment M;

Dalworthington Gardens' performance under this Agreement is limited to the requirements set forth in this Agreement, including services reasonably related to satisfying those requirements.

Dalworthington Gardens represents and warrants that it has the requisite qualifications, experience, personnel and other resources to provide all of the required Services to Comptroller in the manner required by this Agreement. Comptroller shall look solely to Dalworthington Gardens for performance of this Agreement. Dalworthington Gardens shall provide the services under the direction of Comptroller. Dalworthington Gardens shall be the sole point of contract responsibility. Dalworthington Gardens shall be liable, both individually and severally, for the performance of all obligations under this Agreement, and shall not be relieved of the non-performance of any subcontractor.

IV. Payments

Total payments to Dalworthington Gardens under this Agreement shall not exceed **TWENTY-ONE THOUSAND AND 00/100 DOLLARS (\$21,000.00)**. Dalworthington Gardens' payments under this Agreement are limited to reimbursements of actual authorized costs incurred pursuant to the budget provided in Attachment B. No other amounts shall be paid. Each month, Dalworthington Gardens shall submit to Comptroller each request for payment by submitting a detailed invoice to Comptroller, listing expenses by budget categories. Dalworthington Gardens shall submit invoices that are fully supported by receipts and such other documentation. Comptroller reserves the right, in its sole discretion, to withhold payment of invoices for which Dalworthington Gardens does not submit documentation acceptable to Comptroller. Dalworthington Gardens shall submit monthly invoices for equipment purchased, services performed and costs incurred in the prior month.

Comptroller reserves the right, in its sole discretion, to authorize revisions to budgeted amounts to provide for flexibility within budget categories. Comptroller must give prior approval of all such revisions through its execution of a written amendment to this Agreement. Dalworthington Gardens may submit a request for reimbursement after contract termination provided the eligible expenses were incurred during the term of the Agreement.

V. Term

The term of this Agreement shall begin on the date executed by Comptroller, after having first been signed by Dalworthington Gardens, and shall be effective until August 31, 2022 ("Termination Date") unless terminated earlier in accordance with other provisions of this Agreement. Notwithstanding the termination or expiration of this Agreement, the provisions of this Agreement regarding confidentiality, indemnification, payments, records, and dispute resolution shall survive the termination or expiration dates of this Agreement.

VI. Termination

Comptroller reserves the right, in its sole discretion, to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Dalworthington Gardens.

Upon receipt of notice of termination from Comptroller, Dalworthington Gardens shall immediately cease to submit monthly statements or requests for reimbursement and shall cancel, withdraw or otherwise terminate any outstanding orders or commitments under this Agreement as of the effective date of such termination and shall otherwise cease to incur any costs. Dalworthington Gardens cannot incur new costs after termination but can seek reimbursement for eligible costs incurred during the Agreement term. Comptroller shall have no liability whatsoever for any costs incurred after such termination date. Upon termination for a breach of this Agreement or failure to comply with the terms of this Agreement, Dalworthington Gardens may be required to return any or all grant funds to Comptroller.

VII. Records Retention, Right to Audit, and Monitoring

A. Retention of Records. Dalworthington Gardens shall maintain and retain fiscal records and supporting documentation for all expenditures related to this Agreement at its principal office adequate to ensure that claims for grant funds are in accordance with applicable Comptroller and State of Texas requirements. Dalworthington Gardens shall maintain all such documents and other records relating to this Agreement for a period of seven (7) years after the date of submission of the final invoice or until a resolution of all billing questions, whichever is later.

B. Access to Records. Dalworthington Gardens shall give DOE, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, Comptroller, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Dalworthington Gardens pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Dalworthington Gardens. Dalworthington Gardens shall cooperate with auditors and other authorized representatives of Comptroller and the State of Texas and shall provide them with prompt access to all such property as requested by Comptroller or the State of Texas. By example and not as exclusion to other breaches or failures, the Dalworthington Gardens' failure to comply with this Section shall constitute a material breach of this Agreement and shall authorize Comptroller to immediately terminate this Agreement. Dalworthington Gardens agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552 of the Texas Government Code.

C. Right to Audit. Comptroller may require, at Dalworthington Gardens' sole cost and expense, independent audits by a qualified certified public accounting firm of Dalworthington Gardens' books and records or the State's property. The independent auditor shall provide Comptroller with a copy of such audit at the same time it is provided to Dalworthington Gardens. Comptroller retains the right to issue a request for applications for the services of an independent certified public accounting firm under this Agreement. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of Dalworthington Gardens or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by Dalworthington Gardens or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Dalworthington Gardens or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This Agreement may be amended unilaterally by Comptroller to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code. Dalworthington Gardens shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors or sub-contractors through the Dalworthington Gardens and the requirement to cooperate is included in any subcontract it awards. The state auditor shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Dalworthington Gardens relating to this Agreement.

D. Monitoring. Comptroller may also carry out monitoring and evaluation activities to ensure Dalworthington Gardens' compliance with the programs that are the subject of this Agreement and to make available copies of all financial audits and related management letters of Dalworthington Gardens and any subcontractors as required under any applicable federal or state law or guidelines.

VIII. Indemnification

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, DALWORTHINGTON GARDENS SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND COMPTROLLER, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF DALWORTHINGTON GARDENS OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THIS AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY DALWORTHINGTON GARDENS WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND DALWORTHINGTON GARDENS MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. DALWORTHINGTON GARDENS AND COMPTROLLER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

IX. Subcontracting

Dalworthington Gardens may subcontract or sub-grant for the purposes of this Agreement as specifically authorized by Comptroller pursuant to the terms and subject to compliance with the flow down provisions of Attachment I of this Agreement.

X. Amendments

This Agreement may only be amended upon the written agreement of the parties by executing an amendment to this Agreement; however, Comptroller may unilaterally amend this Agreement as provided in Section XVIII.

XI. Notice

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

Comptroller: Texas Comptroller of Public Accounts
State Energy Conservation Office
111 E. 17th Street
Austin, Texas 78774

Dalworthington Gardens: City of Dalworthington Gardens
2600 Roosevelt Drive
Dalworthington Gardens, Texas 76016

XII. Funding

Comptroller's performance of its obligations under this Agreement is contingent upon and subject to availability of and actual receipt by Comptroller of sufficient and adequate funds from the sources contemplated by this Agreement. This Agreement is subject to immediate cancellation or termination, without penalty to Comptroller, subject to the availability and receipt of these funds. In addition, Comptroller's authority and appropriations are subject to the actions of the Texas Legislature. If Comptroller becomes subject to a legislative change, revocation of statutory authority or lack of funds that would render the services to be provided under this Agreement impossible or unnecessary, Comptroller may terminate this Agreement without penalty to Comptroller or the State of Texas. In the event of a termination or cancellation under this Section, Comptroller shall not be required to give notice and not be liable for damages or losses caused or associated with such termination or cancellation.

XIII. Insurance

Dalworthington Gardens has and will maintain in force during the term of this Agreement an adequate program of self-insurance to cover its indemnification obligations under this Agreement. As an agency of the State of Texas, Dalworthington Gardens will address issues of general liability in accordance with the Texas Civil Practice and Remedies Code, Chapter 101 (the Texas Tort Claims Act) and Chapter 104 (State Liability for Conduct of Public Servants). Dalworthington Gardens will maintain Workers' Compensation insurance in the amounts required by state and federal law.

XIV. Assignment

Dalworthington Gardens shall not transfer or assign any rights or duties under or any interest in this Agreement. Dalworthington Gardens shall not delegate its responsibilities or duties under the terms of this Agreement.

XV. Property Rights

For the purposes of this Agreement, the term "Work" is defined as all reports, work papers, work products, materials, approaches, designs, specification, systems, documentation, methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under this Agreement. Dalworthington Gardens owns and will continue to own all right, title and interest and all proprietary rights in and to the Work and any and all documentation or other products and results of the services rendered by Dalworthington Gardens, including all trade secret, copyright, patent, trademark, and other proprietary rights.

Dalworthington Gardens hereby grants Comptroller a perpetual, royalty-free, nonexclusive, irrevocable, transferable, worldwide license for governmental purposes to use, reproduce, distribute, display, and perform the Work and to prepare derivative works based thereon. Additionally, upon delivery of the Work to Comptroller, and upon full payment to Dalworthington Gardens hereunder by Comptroller for such Work, Comptroller shall be deemed to have paid all non-commercial license, support, maintenance, subscription, and other fees of any kind, and Dalworthington Gardens understands and agrees to this provision.

In the event that either party intends to use, reproduce, display, or perform such Work for commercial purposes, the parties agree in good faith to negotiate the applicable license.

No later than the first calendar day after the termination or expiration of this Agreement or at Comptroller's request, Dalworthington Gardens shall deliver to Comptroller all completed, or partially completed, Work and any and all documentation or other products and results of these services. Failure to timely deliver such Work and any and all documentation or other products and results of services shall be considered a material breach of this Agreement.

In the event of any conflicting provisions between this Section and Attachment H, Attachment H shall control.

Title to and control over equipment or license of any software so purchased for Dalworthington Gardens' performance under this Agreement shall remain with Dalworthington Gardens so long as it is being used for the purpose for which it was intended under the terms of this Agreement.

XVI. Severability Clause

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

XVII. Dispute Resolution Process

Chapter 2260 of the Texas Government Code ("Chapter 2260") prescribes dispute resolution processes for certain breach of contract claims applicable to certain contracts for goods and services. As required by Chapter 2260, Comptroller has adopted rules under Chapter 2260, codified at 34 Texas Administrative Code §§1.360 – 1.387, and may adopt revisions to these rules throughout the term of this Agreement, including any extensions. Dalworthington Gardens shall comply with such rules.

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by Comptroller and Dalworthington Gardens to attempt to resolve any claim for breach of contract made by Dalworthington Gardens under this Agreement:

- (A) Dalworthington Gardens' claim for breach of this Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Dalworthington Gardens shall submit written notice, as required by Chapter 2260, to the Deputy Comptroller or his or her designee. Said notice shall also be given to all other representatives of Comptroller and Dalworthington Gardens otherwise entitled to notice under this Agreement. Compliance by Dalworthington Gardens with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- (B) The contested case process provided in Chapter 2260 is Dalworthington Gardens' sole and exclusive process for seeking a remedy for an alleged breach of contract by Comptroller if the parties are unable to resolve their disputes under subparagraph (A) of this Section.
- (C) Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practice and Remedies Code. Neither the execution of this Agreement by Comptroller nor any other conduct of any representative of Comptroller relating to this Agreement shall be considered a waiver of sovereign immunity to suit.

For all other specific breach of contract claims or disputes under this Agreement, the following shall apply:

Should a dispute arise out of this Agreement, Comptroller and Dalworthington Gardens shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by Comptroller and Dalworthington Gardens within fifteen (15) days after written notice by one of them demanding mediation under this Section. Dalworthington Gardens and Comptroller shall pay all costs of the mediation equally. By mutual agreement, Comptroller and Dalworthington Gardens may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that Comptroller and Dalworthington Gardens shall in good faith utilize mediation or another non-binding dispute resolution process before pursuing litigation. Comptroller's participation in or the results of any mediation or another non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by Comptroller of: (1) any rights, privileges, defenses, remedies or

immunities available to Comptroller as an agency of the State of Texas or otherwise available to Comptroller; (2) Comptroller's termination rights; or (3) other termination provisions or expiration dates of this Agreement.

XVIII. Applicable Law and Conforming Amendments

Dalworthington Gardens shall comply with all state and federal laws, regulations, requirements and guidelines applicable to a Dalworthington Gardens providing services to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. Comptroller reserves the right, in its sole discretion, to unilaterally amend this Agreement prior to award and throughout the term of this Agreement to incorporate any modifications necessary for Comptroller's or Dalworthington Gardens' compliance with all applicable state and federal laws, regulations, requirements and guidelines. Other than this provision, this Agreement may only be amended by the written agreement of the parties.

XIX. Additional Provisions

19.1 Time Limits

Time is of the essence in the performance of this Agreement and accordingly all time limits shall be strictly construed and rigidly enforced.

19.2 No Waiver

This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Comptroller or otherwise available to Comptroller or Dalworthington Gardens. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Comptroller or Dalworthington Gardens under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Comptroller or Dalworthington Gardens do not waive any privileges, rights, defenses, or immunities available to them by entering into this Agreement or by their conduct prior to or subsequent to entering into this Agreement. **The modification of any privileges, rights, defenses, remedies, or immunities available to Comptroller or Dalworthington Gardens must be in writing, must reference this Section, and must be signed by Comptroller and Dalworthington Gardens to be effective, and such modification of any privileges, rights, defenses, remedies, or immunities available to Comptroller shall not constitute waiver of any subsequent privileges, rights, defenses, remedies, or immunities under this Agreement or under applicable law.**

19.3 No Liability upon Termination

If this Agreement is terminated for any reason, Comptroller and the State of Texas shall not be liable for any damages, claims, losses, expenses, costs or any other amounts arising from or related to any such termination.

19.4 Limitation on Authority; No Other Obligations

Dalworthington Gardens shall have no authority to act for or on behalf of Comptroller or the State of Texas except as expressly provided for in this Agreement; no other authority, power, use, or joint enterprise is granted or implied. Dalworthington Gardens may not incur any debts, obligations, expenses or liabilities of any kind on behalf of Comptroller.

19.5 No Other Benefits

Dalworthington Gardens shall have no exclusive rights or benefits other than those set forth herein.

19.6 Force Majeure

Except as otherwise provided, neither Dalworthington Gardens nor Comptroller shall be liable to the other for any delay in, or failure of performance, of any requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, terrorist attacks, fires, explosions, earthquakes, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure or otherwise waive this right as a defense.

19.7 Debts or Delinquencies to State

Dalworthington Gardens acknowledges and agrees that, to the extent Dalworthington Gardens owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Dalworthington Gardens is otherwise owed under or related to this Agreement may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes Dalworthington Gardens owes the State of Texas until the debt or delinquent taxes are paid in full. These provisions are effective at any time Dalworthington Gardens owes any such debt or delinquency. Dalworthington Gardens shall comply with rules adopted by the Comptroller under Sections 403.055, 403.0551, and 2252.903 of the Texas Government Code, and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

Furthermore, Dalworthington Gardens acknowledges and agrees that any obligation to refund or return grant funds based on termination or breach of this Agreement entered into by Dalworthington Gardens and Comptroller creates “a debt to the state” for purposes of Section 403.055 of the Texas Government Code. Dalworthington Gardens further acknowledges and agrees that the terms of this Agreement are sufficient to create a debt by agreement between the Dalworthington Gardens and Comptroller. Comptroller agrees that it shall provide Dalworthington Gardens the opportunity to contest the amount due or the existence of a breach through an internal administrative review process which shall be determined by Comptroller. Dalworthington Gardens’ failure to return any amount owed upon conclusion of Comptroller’s administrative review process shall allow Comptroller to use the warrant-hold process under Section 403.055 of the Texas Government Code as a means of enforcing Dalworthington Gardens’ compliance with the terms of the Grant Agreement or to recover grant funds required to be returned by Dalworthington Gardens under the terms of this Agreement.

If Dalworthington Gardens is a “local government entity” as defined under Section 271.151 of the Texas Local Government Code, Dalworthington Gardens acknowledges and agrees that this Agreement is a written contract stating the essential terms for providing services to Dalworthington Gardens, and therefore, this Agreement is subject to Chapter 271, Subchapter I, of the Local Government Code which waives sovereign immunity for certain breach of contract claims.

19.8 Report of Fraud, Waste and Abuse; Texas Government Code, Section 321.022

If the administrative head of a department or entity that is subject to audit by the Texas State Auditor has reasonable cause to believe that money received from the State by the Dalworthington Gardens or by a client or contractor of the Dalworthington Gardens may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the Dalworthington Gardens, the administrative head shall report the reason and basis for the belief to the Texas State Auditor. The Texas State Auditor may investigate the report or may monitor any investigation conducted by the Dalworthington Gardens. See <http://sao.fraud.state.tx.us/>.

19.9 Actual or Potential Conflicts of Interest Prohibited

Dalworthington Gardens hereby represents and warrants that it and its personnel, including the Dalworthington Gardens' subcontractors, have no actual or potential conflicts of interest in performing this Agreement and related activities throughout the term of this Agreement and the performance of this Agreement would not create any appearance of impropriety. This representation, warranty, and certification includes all past (defined as within the two (2) calendar years prior to the deadline for submission of applications) and present contractual, business, financial, or personal relationships between Dalworthington Gardens and its subcontractors, if any, and between the Dalworthington Gardens and Comptroller. For purposes of this provision, "personal relationship" is defined as a current or past connection other than a clearly contractual, business, financial or similar relationship and includes family relationships or other connections. "Family relationship" is defined as a relationship within the third degree of consanguinity or second degree of affinity as set forth in Chapter 573 of the Texas Government Code. The connections are relevant if a reasonable person could expect the connection to diminish the Dalworthington Gardens' independence of judgment or effectiveness in the performance of this Agreement. The Dalworthington Gardens shall at all times comply with the conflict of interest provisions under Chapter 171 of the Local Government Code and Chapter 573 of the Texas Government Code.

19.10 Comptroller's Anti-Fraud Policy

Dalworthington Gardens represents and warrants that it has read and understood and shall comply with Comptroller's Anti-Fraud Policy located on Comptroller's website at <https://comptroller.texas.gov/about/policies/ethics.php>, as such Policy currently reads and as it is amended throughout the term of this Agreement.

19.11 Texas Family Code

Under Section 231.006, Texas Family Code (relating to child support), Dalworthington Gardens certifies that the individual or business entity named in this Agreement is eligible to receive payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

19.12 Criminal Conviction Certification

Dalworthington Gardens certifies that neither Dalworthington Gardens or any of its employees, agents, or representative, including any subcontractors and employees, agents, or representative of such subcontractors, to be assigned to the services hereunder, has been convicted of a felony criminal offense, or that if such a conviction has occurred or occurs during the term of this Agreement, Dalworthington Gardens will immediately fully advise Comptroller as to the facts and circumstances.

19.13 Financial Interests; Gifts

Dalworthington Gardens represents and warrants that neither Dalworthington Gardens nor any person or entity which will participate financially in this Agreement has received compensation from Comptroller for participation in preparation of specifications for this Agreement. In addition, under Section 2155.004, Texas Government Code, Dalworthington Gardens certifies that it is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate. Dalworthington Gardens represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Agreement. Dalworthington Gardens certifies that it is in compliance with Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency.

19.14 Buy Texas

Dalworthington Gardens represents and warrants that, in accordance with Section 2155.4441, Texas Government Code, it shall purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time.

19.15 False Statements; Breach of Representations

By signature to this Agreement, Dalworthington Gardens makes all the representations, warranties, covenants, and certifications included in this Agreement. Notwithstanding any provision of this Agreement to the contrary, if Dalworthington Gardens signs this Agreement with a false statement or it is subsequently determined that Dalworthington Gardens has violated any of the representations, warranties, covenants or certifications included in this Agreement, Dalworthington Gardens shall be in default under this Agreement and Comptroller may terminate or void this Agreement for cause and pursue other remedies available to Comptroller under this Agreement and applicable law.

19.16 Prohibited Use of Appropriated or Other Funds under Control of State Agency; Lobbying

Dalworthington Gardens represents and warrants that Comptroller's payment to Dalworthington Gardens and Dalworthington Gardens' receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005, 556.0055, or 556.008, Texas Government Code.

19.17 Certification Concerning Hurricane Relief

Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Dalworthington Gardens certifies that the individual or business entity named in this Agreement is not ineligible to receive the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certifications inaccurate.

19.18 Debarred Vendors List

Dalworthington Gardens represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Dalworthington Gardens is in compliance with the State of Texas statutes and rules relating to procurement and that Dalworthington Gardens is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

19.19 Drug Free Workplace

Dalworthington Gardens represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 and maintain a drug-free work environment.

19.20 No Boycott-State of Israel

Pursuant to Section 2271.002 of the Texas Government Code, Dalworthington Gardens does not boycott Israel and will not boycott Israel during the term of the Agreement.

19.21 Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Dalworthington Gardens certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

19.22 Foreign Terrorist Organizations

Dalworthington Gardens represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

19.23 Energy Company Boycotts

Dalworthington Gardens represents and warrants that: (1) it does not, and will not for the duration of this Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the term this Agreement, Dalworthington Gardens shall promptly notify CPA.

19.24 Firearm Entities and Trade Associations Discrimination

Dalworthington Gardens verifies that: (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the term of this Agreement, Dalworthington Gardens shall promptly notify CPA.

19.25 COVID-19 Vaccine Passport Prohibition

Under Section 161.0085 of the Texas Health and Safety Code, Dalworthington Gardens certifies that the individual or business entity named in this Agreement is not ineligible to receive this Agreement.

XX. Merger

This Agreement, and its accompanying attachments, contain the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent writing, signed by both parties.

XXI. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Agreement on behalf of the respective parties. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

Texas Comptroller of Public Accounts

City of Dalworthington Gardens

By: _____

By: _____

Lisa Craven
Deputy Comptroller

Laurie Bianco
Mayor

Date: _____

Date: _____

ATTACHMENT A

STATEMENT OF SERVICES AND DELIVERABLES TO BE PERFORMED

- A. Dalworthington Gardens shall perform all of the Services and Deliverables described in this Attachment A, or otherwise required by this Agreement. These services and deliverables include, but are not limited to, the furnishing of all personnel and the procurement of all equipment, supplies, and other items necessary to provide those deliverables in compliance with this Agreement. Dalworthington Gardens shall provide all services in accordance with the Standards of Performance of this Agreement. Dalworthington Gardens shall review and implement Comptroller recommendations, as Comptroller adopts them from time to time, so that the deliverables may be expeditiously and satisfactorily completed. Dalworthington Gardens shall meet with Comptroller at such times as Comptroller may reasonably request to discuss the progress of services and deliverables and any other matters that may arise in regard to this Agreement.
- B. Dalworthington Gardens shall perform the following services during the period of this Agreement:
1. Replace lighting equipment in government owned facilities with high-efficiency LED lighting.
 - a. Newly install or retrofit existing lighting fixtures or new replacement fixtures with new and energy efficient LED technologies.
 - b. Replace all LED equipment with new and in like-new condition, manufactured, rated, and certified for the use proposed by the installer.
 - c. Install a turn-key service including, but not limited to all materials, parts, and labor required to provide luminaire installation, and/or retrofit required. Use complete and fully operational equipment, luminaires, lamps, ballasts, and systems.
 - d. Program and test new LED lighting control equipment with the current operating schedules.
- C. **Deliverables** – Dalworthington Gardens shall:
1. Provide to SECO a 20% match letter of the reimbursable grant funds. The match letter must be approved by United States Department of Energy (DOE) prior to full contract execution.
 2. Furnish all labor, materials, and equipment necessary for completing the lighting retrofit.
 - Include an itemized list of all LED equipment installed (type and quantity) with detail electrical equipment cut sheet/specifications and efficiencies for each different type and LED system. Itemize the total labor, materials, and equipment of the LED installation project including electrical control equipment.
 3. Provide building name, areas, and physical address and location(s) of all new replaced LED lighting equipment and controls to SECO and include the completed follow up inspection reporting on monthly reports.

4. Submit with each reimbursement request:
 - Texas Master/ Journeyman Electrician Name and License number who supervised the work;
 - Texas Master/ Journeyman Electrician certification that LED lights and fixtures were installed in accordance with manufacturer’s recommendations, and that LED lights and fixtures meet applicable codes for the application;
 - Close out warranty information and spec/cut sheets for each type of LED fixture; and
 - Letter stating proper disposal of existing equipment and any hazardous material waste pursuant to Texas Administrative Code, Chapter 335. In addition, provide a copy of the invoice of expenses to demonstrate proper disposal of existing fixtures and lights, if applicable.
5. Notify SECO on a monthly basis on the status of each project and identify any current issues or concerns of the LED lighting retrofits.

D. **Reporting** – Dalworthington Gardens shall provide monthly, quarterly, and final reports. The reports along with all project findings report shall be submitted through the SECO contract portal located on the SECO home page.

1. **Monthly Reports:** shall be submitted each month no later than the 10th day of the following month. The report shall include, at a minimum and as applicable, the following information:
 - a. Building(s) retrofitted
 - b. Number of light and/or light fixtures retrofitted
 - c. Square footage retrofitted
2. **Quarterly Reports** – Dalworthington Gardens shall submit quarterly reports every 3 months (based on the state fiscal year quarters timeline:
 - Q1: 9/1 – 11/30 (Due 12/10).
 - Q2: 12/1 – 2/28 (Due 3/10).
 - Q3: 3/1 – 5/31 (Due 6/10).
 - Q4: 6/1 – 8/31 (Due 9/10).

The report shall include at a minimum a recap of the monthly report activities throughout the quarter.

3. **Final Report** – Dalworthington Gardens shall submit a Final Report due 30 days after the completion of the project. The report shall include, at a minimum, a summary of all monthly reporting along with photos of completed LED lighting retrofits.

E. **Milestones** – Comptroller may request additional records, information or reports related to the Services and Deliverables hereinafter described. At a minimum, the deliverables and milestones identified in the following chart must be provided by Dalworthington Gardens to Comptroller by the specified due date:

Deliverables and Milestones	Schedule
1. Project implementation schedule.	Within 30 days of project start date
2. Monthly status update of project activities report submitted electronically with voucher claim for	Monthly: On or by the 10th day of each month

reimbursement (if there is not an update, submit report stating no activity for the month).

3. Quarterly progress reports (State Fiscal Year Quarters). Quarterly: December 10th, March 10th, June 10th, and September 10th
4. Submit the Final report to include a summary of all monthly reports and photos of completed LED lighting retrofits. Within 30 days after the completion of the project

ATTACHMENT B

BUDGET

Budget – The following Budget includes all costs for performing the Local and County Government Lighting Conversion to LED Lights as described in the Agreement. Comptroller will **not** prepay any amounts. All costs in this Attachment B are not-to-exceed Total costs.

Labor	\$10,500.00
Materials	\$10,500.00
Total	\$21,000.00
Dalworthington Gardens Provided 20% Match	\$4,200.00

ATTACHMENT C-1

DOE F 1600.5
(06-94)
All Other Editions Are Obsolete

OMB Control No.
1910-0400

U.S. DEPARTMENT OF ENERGY Assurance of Compliance Nondiscrimination in State Assisted Programs OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422-GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

City of Dalworthington Gardens (Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10 Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with which it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any

person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signature appears below and who are authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE.)

Designated Responsible Employee

Lola Hazel, City Administrator

Name and Title (Printed or Typed)

682-330-7418

Telephone Number

Signature

Date

City of Dalworthington Gardens

Name of Organization

2600 Roosevelt Drive, Dalworthington Gardens, Texas 76016

Address

Telephone Number

Authorized Official:

Laurie Bianco, Mayor

Name and Title (Printed or Typed)

903-258-7354

Telephone Number

Signature

Date

ATTACHMENT C-2

DOE F 1600.5
(06-94)
All Other Editions Are Obsolete

OMB Control No.
1910-0400

U.S. DEPARTMENT OF ENERGY Assurance of Compliance Nondiscrimination in State Assisted Programs

OMB Burden Disclosure Statement

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(Enter name of Borrower's Subcontractor) _____ (Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with which it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether

the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE.)

Designated Responsible Employee of Subcontractor

Name and Title (Printed or Typed)

Telephone Number

Signature

Date

Subcontractor:

Name of Organization

Telephone Number

Address

Authorized Official of Subcontractor:

Name and Title (Printed or Typed)

Telephone Number

Signature

Date

ATTACHMENT D
**Certification Regarding Debarment, Suspension, Ineligibility,
and Voluntary Exclusion-Lower Tier Covered Transactions**

Instructions for Certification

1. The prospective lower tier participant is required to sign the attached certification.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this application is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principle," "application," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this application is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - (1) The prospective lower tier participant certifies, by submission of this application, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

City of Dalworthington Gardens
Organization Name

Laurie Bianco, Mayor
Name and Title of Authorized Representative

Signature

Date

ATTACHMENT E
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Energy determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period receding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (SUB-RECIPIENTS OTHER THAN INDIVIDUALS)

(1) The Sub-recipient certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sub-recipient’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Sub-recipient’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing, of his or her conviction for a violation of criminal drug statute occurring in the work-place not later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or

otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to energy grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate actions against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act 9f 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(2) The Sub-recipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance:

(Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

ALTERNATE II (SUB-RECIPIENTS WHO ARE INDIVIDUALS)

- (1) The Sub-recipient certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substances in conducting any activity with the grant.
- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Civic leagues or organizations not organized for profit but operated exclusively for the promotion of social welfare, or local associations of employees, the membership of which is limited to the employees of a designated persons or person in a particular municipality, and the net earnings of which are devoted exclusively to charitable, educational, or recreational purposes.

4. LOBBYING DISCLOSURE ACT OF 1995, SIMPSON-CRAIG AMENDMENT

Applicant organization which are described in section 501 (c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, shall not be eligible for the receipt of Federal funds constituting an award, grant, or loan. Section 501(c)(4) of the Internal Revenue Code of 1986 covers:

As set forth in the Lobbying Disclosure Act of 1995 (Public Law 104-65, December 19, 1995), as amended [“Simpson-Craig Amendment,” see Section 129 of The Balanced Budget Down payment Act, I (Public Law 104-99, January 26, 1996)], lobbying activities is defined broadly. (See section 3 of the Act.)

The undersigned certifies, to the best of his or her knowledge and belief, that: it IS NOT an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986: OR that it IS an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986, which, after December 31, 1995, HAS NOT engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

City of Dalworthington Gardens
Name of Applicant

RFA-LG-G1-2022
Pre/Award Number and/or Project Name

Laurie Bianco, Mayor
Printed Name and Title of Authorized Representative

Signature

Date

ATTACHMENT F

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action: _____</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: _____</p> <p>a. bid/offer/application b. initial award c. post award</p>	<p>3. Report Type: _____</p> <p>a. initial filing b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>Name and Address of Reporting Entity:</p> <p>Name _____ Address _____ _____ Prime _____ Subawardee Tier, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, If known:</p>	<p>9. Award Amount, if known:</p>	
<p>10.a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>10.b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ actual _____ Planned _____</p>	<p>12. Form of Payment (check all that apply):</p> <p>a. cash _____ b. in-kind; specify: nature _____ value _____</p>	
<p>13. Type of Payment (check all that apply):</p> <p>_____ a. retainer _____ c. commission _____ e. deferred _____ b. one-time fee _____ d. contingent fee _____ f. other; specify _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes _____ No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annual and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure</p>	<p>Authorized Representative: <u>Laurie Bianco</u></p> <p>Title: <u>Mayor</u></p> <p>Signature: _____</p> <p>Telephone: 903-258-7354</p> <p>Date: _____</p>	

ATTACHMENT G

ASSURANCES -- NON-CONSTRUCTION PROGRAMS OMB Approval No. 0348-0040

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, Comptroller, the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93- 234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469 a-1 et seq.)
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Official

Mayor

Title

City of Dalworthington Gardens
Applicant Organization

Date Submitted

ATTACHMENT H
Intellectual Property Provisions

AUTHORIZATION AND CONSENT – ALTERNATE I (48 CFR 52.227-1)

- (a) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.

(1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or

(2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. the entire liability to the Government for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, does not affect this authorization and consent.

NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (48 CFR 52.227-2)

The provisions of this clause shall be applicable only if the amount of this grant exceeds \$250.

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this grant of which the Contractor has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this grant or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.
- (c) This clause shall be included in all contracts and subgrants under this grant.

REPORTING OF ROYALTIES (48 CFR 52.227-6)

If this grant is in an amount which exceeds \$250 and if any royalty payments are directly involved in the grant or are reflected in the grant price to the Government, the Contractor agrees to report in writing to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) during the performance of this grant and prior to its completion of final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this grant together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit the identification of the patents or other basis on which the royalties are to be paid. The approval of DOE of any individual payments or royalties shall not stop the Government at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

RIGHTS IN TECHNICAL - GENERAL – ALTERNATE IV (48 CFR 52.227-14)

- (a) Definitions. As used in this clause -

Computer database or database means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software - (1) Means (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

Limited rights means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

Limited rights data means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data, means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases. (See 41 U.S.C. 116).

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in -

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to -

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright -

(1) Data first produced in the performance of the contract. Except as otherwise specifically provided in this contract, the Contractor may assert copyright in any data first produced in the performance of this contract. When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402, and an acknowledgment of Government

sponsorship (including contract number), to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public), by or on behalf of the Government.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor -

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except -

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the

markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor -

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may -

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall -

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

RIGHTS TO PROPOSAL DATA (TECHNICAL) (48 CFR 52.227-23)

It is agreed that as a condition of award of this grant or modification and notwithstanding the conditions of any notice appearing on the proposal(s), the Government shall have the right to use, duplicate, and disclose and have others to do so for any purpose whatsoever, the technical data contained in the proposal(s) upon which the grant or modification is based.

City of Dalworthington Gardens
Organization Name

Laurie Bianco, Mayor
Name and Title of Authorized Representative

Signature

Date

ATTACHMENT I

SUBCONTRACTING PROVISIONS; MANDATORY FLOWDOWN PROVISION

City of Dalworthington Gardens, Dalworthington Gardens, if subcontracting any of its performance hereunder, shall legally bind subcontractors to perform and make such subcontractors subject to all the duties, requirements, and obligations of Dalworthington Gardens under this Agreement. Dalworthington Gardens shall be jointly and severally liable for all performances under this Agreement, including, but not limited to, the performance of its Subcontractors to the extent permitted under the Constitution and laws of the State of Texas.

Dalworthington Gardens represents and warrants that it has obtained all necessary permits, licenses, easements, waivers and permissions of whatsoever kind required for its performance and the performance of its Subcontractors under this Agreement. In no event shall any provision of this Attachment I, including, but not limited to, the requirement that Dalworthington Gardens obtain the prior approval of Comptroller on Dalworthington Gardens' proposed subcontracts, be construed as relieving Dalworthington Gardens of the responsibility for ensuring that all services rendered under any subcontracts comply with all the terms and provisions of this Agreement as if they were rendered by Dalworthington Gardens. Dalworthington Gardens shall, upon request, furnish Comptroller with copies of all proposed subcontracts and all proposed amendments, assignments, cancellations or terminations of said subcontracts no later than thirty (30) days prior to the proposed effective date of such contracts, amendments, assignments, cancellations or terminations; provided, however, that this thirty (30) day period may be shortened by written agreement of the parties. Upon request from Comptroller, Dalworthington Gardens shall provide any and all documentation deemed necessary by Comptroller to evidence Subcontractors compliance with all terms, conditions and performance pertaining to the Agreement and all applicable law.

As the duly authorized representative of the City of Dalworthington Gardens, I hereby certify that City of Dalworthington Gardens and subcontractor will comply with the above requirements.

City of Dalworthington Gardens:

By: _____

Name: _____

Date: _____

**ATTACHMENT J
EXECUTION OF APPLICATION**

1. By signature hereon, Applicant represents and warrants that the provisions in this Execution of Application apply to Applicant and all of Applicant's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this RFA or any contract resulting from it.
2. By signature hereon, Applicant represents and warrants its intent to purchase the subject items at the prices quoted in its Application.
3. By signature hereon, Applicant represents and warrants that it has read and understood and shall comply with Comptroller's Anti-Fraud Policy, located on Comptroller's website at <https://comptroller.texas.gov/about/policies/ethics.php> as such Policy currently reads and as it is amended throughout the term of any resulting contract.
4. By signature hereon, Applicant represents and warrants that its prices include all costs of Applicant in providing the requested items that meet all specifications of this RFA and that its prices will remain firm for acceptance for a minimum of one hundred twenty (120) days from deadline for submission of Application.
5. By signature hereon, Applicant represents and warrants that each employee, including "replacement employees", will possess the qualifications, education, training, experience and certifications necessary to perform the services in the manner required by this RFA.
6. By signature hereon, Applicant represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to Comptroller under the RFA and any resulting contract, if any, and that Applicant's provision of the requested items under the RFA and any resulting contract, if any, would not reasonably create an appearance of impropriety.
7. By signature hereon, pursuant to Section 2155.003 of the Texas Government Code, Applicant represents and warrants that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Application.
8. By signature hereon, Applicant represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
9. By signature hereon, Applicant hereby represents and warrants that, pursuant to 15 U.S.C. Sec. 1, *et seq.* and Tex. Bus. & Comm. Code Sec. 15.01, *et seq.*, neither Applicant nor the firm, corporation, partnership, or institution represented by Applicant, nor anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws or communicated directly or indirectly the Application made to any competitor or any other person engaged in such line of business.
10. By signature hereon, Applicant represents and warrants that all statements and information prepared and submitted in response to this RFA are current, complete, and accurate.
11. By signature hereon, Applicant represents and warrants that the individual signing this document and the documents made part of this RFA and Application is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this Application.
12. By signature hereon, Applicant represents and warrants that if a Texas address is shown as the address of Applicant, Applicant

qualifies as a Texas Bidder as defined by 34 Texas Administrative Code §20.32(68).

13. Check below if preference claimed under 34 Texas Administrative Code §20.38:

- Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- Agricultural products grown in Texas
- Agricultural products offered by a Texas bidder
- Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
- Texas Vegetation Native to the Region
- USA produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value
- Commercial production company or advertising agency located in Texas

14. By signature hereon, under Section 231.006, Texas Family Code, regarding child support, Applicant certifies that the individual or business named in the Application is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Applicant subject to Section 231.006 of the Texas Family Code must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the Application. This information must be provided prior to award. Enter the Name and Social Security Number for each person below:

Name: _____	SSN: _____
Name: _____	SSN: _____
Name: _____	SSN: _____

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

15. By signature hereon, Applicant represents and warrants that no relationship, whether by relative, business associate, capital funding contract or by any other such kinship exists between Applicant and an employee of any Comptroller component, and Applicant has not been an employee of any Comptroller component within the immediate twelve (12) months prior to Applicant’s Application. By signature hereon, Applicant certifies that it is in compliance with Section 669.003 of the Texas Government Code, relating to contracting with executive head of a state agency. Enter the name of any current or former executive head of a Texas State Agency that is currently employed by Applicant below:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Applicant: _____

Date of Employment with Applicant: _____

All such disclosures will be subject to administrative review and approval prior to Comptroller entering into any contract with Applicant. Applicant acknowledges that any contract resulting from this RFA may be terminated at any time, and payments withheld,

if this information is false.

16. By signature hereon, pursuant to Section 2155.004(a) of the Texas Government Code, Applicant represents and warrants that neither it nor any person or entity which will participate financially in any contract resulting from this RFA has received compensation for participation in the preparation of specifications for this RFA. Further, under Section 2155.005(b) of the Texas Government Code, Applicant certifies that the individual or business entity named in this Application or any contract resulting from this RFA is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
17. By signature hereon, Applicant represents and warrants that all articles and services quoted in response to this RFA meet or exceed the safety standards established and promulgated under the *Federal Occupational Safety and Health Law* and its regulations in effect or proposed as of the date of this solicitation.
18. By signature hereon, Applicant represents and warrants its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
19. By signature hereon, Applicant represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA). Applicant further represents and warrants that it will comply with all applicable Texas Accessibility requirements.
20. By signature hereon, in accordance with Section 2155.4441 of the Texas Government Code, Applicant agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
21. By signature hereon, Applicant represents and warrants that Comptroller's payments to Applicant and Applicant's receipt of appropriated or other funds under any contract resulting from this RFA are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code.
22. By signature hereon, Applicant represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Applicant is in compliance with the State of Texas statutes and rules relating to procurement and that Applicant is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.
23. Sections 2155.006(b) and 2261.053 of the Texas Government Code, prohibit state agencies from awarding a contract to any person who, in the past five (5) years has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. By signature hereon, the Applicant represents and warrants, in accordance with Section 2155.006 of the Texas Government Code, that the individual or business entity named in its Application is not ineligible to receive the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.
24. By signature hereon, Applicant represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Applicant or any of the individuals or entities included in Part 1 of this document within the five (5) calendar years immediately preceding the submission of Applicant's Application in response to this RFA that would or could impair Applicant's performance under any agreement resulting from this RFA, relate to the solicited or similar goods or services, or otherwise be relevant to the agency's consideration of Applicant's Application. If Applicant is unable to make the preceding representation and warranty, then Applicant instead represents and warrants that it has included as a detailed attachment in its Application a complete disclosure of any such court or governmental agency actions, proceedings, or investigations, etc. that would or could impair Applicant's performance under any agreement resulting from this RFA, relate to the solicited or similar goods or services, or otherwise be relevant to Comptroller's consideration of Applicant's Application. In addition, Applicant represents and warrants that it shall notify Comptroller in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so

timely update Comptroller shall constitute breach of contract and may result in immediate termination of the Agreement.

25. By signature hereon, Applicant represents and warrants that it has read and agrees to all terms and conditions of this RFA.

Authorized signatory on behalf of Applicant must complete and sign the following:

_____ Authorized Signature	_____ Date Signed
_____ Printed Name and Title of Laurie Bianco, Mayor	_____ Phone Number 903-258-7354
_____ City of Dalworthington Gardens Applicant Name	_____ Fax Number
_____ 17560030698 Federal Employer Identification Number	_____ mayorbianco@cityofdwwg.net E-Mail Address
_____ 2600 Roosevelt Drive Physical Street Address	_____ Dalworthington Gardens, Texas 76016 City, State, Zip Code
_____ Mailing Address, if different	_____ City, State, Zip Code
_____ DUNS Number	

ATTACHMENT K

NONDISCLOSURE AGREEMENT

In consideration of the Texas Comptroller of Public Accounts (“Comptroller”), considering a proposal from or meeting with City of Dalworthington Gardens (“Contractor”) regarding proposed services and because of the sensitivity of certain information which may be provided to Contractor, both parties agree that all information regarding Comptroller, or gathered, produced, collected or derived from or related to these services or provided to Contractor as a result of these services (“Confidential Information”) must remain confidential subject to release only upon prior written approval of Comptroller, and more specifically agree as follows:

1. The Confidential Information may be used by Contractor only to assist Contractor in connection with its engagement with Comptroller.
2. Contractor shall not, at any time, use the Confidential Information in any fashion, form, or manner except in its capacity as contractor to Comptroller.
3. Contractor agrees to maintain the confidentiality of any and all Confidential Information related to the Agreement in the same manner that it protects the confidentiality of its own proprietary information of like kind.
4. The Confidential Information may not be copied, reproduced, disclosed or distributed without Comptroller's prior written consent.
5. All Confidential Information made available to Contractor, including copies thereof, must be returned to Comptroller upon the first to occur of: (a) termination or expiration of the Agreement or (b) request by Comptroller.
6. The foregoing must not prohibit or limit Contractor’s use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach by Contractor of this agreement.
7. This Nondisclosure Agreement shall become effective as of the date Confidential Information is first made available to Contractor and shall survive any contract resulting from the RFP and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Contractor shall entitle Comptroller to immediately terminate this Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether Comptroller elects to terminate the Agreement upon the breach hereof, Comptroller may require Contractor to pay to Comptroller the sum of \$5,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to Comptroller in the event of a breach hereof by Contractor of this Nondisclosure Agreement. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Nondisclosure Agreement.

City of Dalworthington Gardens
Contractor Name

Laurie Bianco, Mayor
Name and Title of Authorized Representative

Signature

Date

ATTACHMENT L
Comptroller's RFA

Comptroller's RFA No. RFA-LG-G1-2022, issued June 30, 2021, and Comptroller's Official Responses to Questions from Potential Applicants issued July 9, 2021 (collectively "RFA"), are incorporated by reference for all purposes into this Agreement as Attachment L of this Agreement. In the event of a conflict between Comptroller's RFA and a RFA Addendum, the RFA Addendum shall control.

ATTACHMENT M

City of Dalwrothington Gardens' Application

City of Dalwrothington Gardens' Application dated August 6, 2021 is incorporated by reference for all purposes into this Agreement as Attachment M of this Agreement.