



CITY OF DALWORTHINGTON GARDENS

**NOTICE OF A MEETING
DECEMBER 17, 2020**

**CITY COUNCIL
WORK SESSION AT 6:30 P.M.
REGULAR SESSION AT 7:00 P.M.**

CITY HALL COUNCIL CHAMBERS, 2600 ROOSEVELT, DALWORTHINGTON GARDENS, TEXAS

NOTICE

Meeting will be held by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). **There will be no public access at the above location.**

For this meeting, the presiding officer will be physically present at the location described above. However, one or all other members of the City Council may participate in this meeting remotely through telephone conference providing for two-way audio communication for each member of the City Council.

Public dial-in number: 408-418-9388; Meeting number (access code): 126 693 9071 Meeting password: 25565653

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting.

WORK SESSION – 6:30 P.M.

- 1. CALL TO ORDER**
- 2. DISCUSSION ON THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.**
- 3. CHAPTER 13 ORDINANCES**
- 4. DISCUSSION OF OTHER AGENDA ITEMS, IF TIME PERMITS**

REGULAR SESSION – 7:00 P.M.

- 1. CALL TO ORDER**
- 2. INVOCATION AND PLEDGES OF ALLEGIANCE**
- 3. PRESENTATIONS AND PROCLAMATIONS**
 - a. Presentation of Volunteer of the Year Award by the Historical Committee
- 4. ITEMS OF COMMUNITY INTEREST**
 - Santa Parade – December 23
- 5. CITIZEN COMMENTS**

Citizens who wish to speak to the City Council will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the presentation is on the agenda, the City staff and City Council

Members are prevented from discussing the subject and may respond only with statements of factual information or existing policy.

6. MAYOR AND COUNCIL COMMENTS

Pursuant to Texas Government Code § 551.0415, City Council Members and City staff may make a report about items of community interest during a meeting of the governing body without having given notice of the subject of the report. Items of community interest include:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

7. DEPARTMENTAL REPORTS

- a. DPS Report
- b. Financial Reports
- c. City Administrator Report

8. CONSENT AGENDA

- a. Approval of Resolution No. 2020-28 approving the 2021 City Holiday Schedule.
- b. Approval of Resolution No. 2020-29 approving a process to follow each fiscal year for the city budget.
- c. Approval of Resolution No. Resolution 2020-30 approving the City's Investment Policy.
- d. Approval of Resolution No. 2020-31 expressing support for House Bill No. 233 regarding building materials.
- e. Approval of Ordinance No. 2020-15 approving budget amendments for FY 2019-2020 to close out last budget year.
- f. Approval of Ordinance No. 2020-16 approving budget amendments for FY 2020-2021

9. REGULAR AGENDA

- a. Consider approval of an application from Cynthia Fulton for a replat of Lots 5B2-1 and 5B2-2, Block 4, Dalworthington Gardens Addition, an addition to the City of Dalworthington Gardens, Tarrant County, Texas, and commonly known as 2915 Roosevelt Drive.
 - i. Public hearing
 - ii. Discussion and possible action
- b. Discussion and possible action regarding consideration of bond requirements for oil and gas drilling. An associated closed session item listed at the end of the agenda, if needed.
- c. Consider approval of an application from City of Dalworthington Gardens for a final plat of Lots 8R1, 8R2, & 8R3, Block 1, Dalworthington Gardens Addition, an addition to the City of Dalworthington Gardens, Tarrant County, Texas, as filed in Volume 388-A, Page 105, Plat Records of Tarrant County, Texas, and commonly known as 2600 Roosevelt Drive.

- i. Public hearing
 - ii. Discussion and possible action
- d. Consider approval of Ordinance No. 2020-12 to amend the City of Dalworthington Gardens Code of Ordinances, Chapter 14, Zoning, to create regulations for credit access businesses.
- i. Public hearing
 - ii. Discussion and possible action
- e. Discussion and possible action on the 2021 Tarrant County Community Development Block Grant (CDBG), to include but not limited to, approval of final project scope and selection of engineering services.
- f. Discussion and possible action regarding a priority list for street repair.
- g. Discussion and possible action regarding changes to the City of Dalworthington Gardens Code of Ordinances, Chapter 13, Utilities, Article 13.03 and Article 13.04, specifically as it pertains to garbage, recycling, and utility billing practices.
- h. Discussion and possible action regarding process followed and software used for credit card and bank drafts, to include but not limited to discussion of associated merchant and city fees, and moving said credit card and bank drafts to Incode's online payment system and/or Open Edge payment software.
- i. Discussion and possible action regarding replacement of gate valves on pumps.
- j. Discussion and possible action on the Comprehensive Plan, to include but not limited to governing body approval of changes and setting future meeting dates. Final adoption of the Plan will take place at a future public meeting following legal publication requirements and notifications.
- k. Discussion and possible action regarding Project #2020-01, the new City Hall building, to include, but not limited to any change order approval.
- l. Discussion and possible action regarding Project #2020-02, Twin Lakes, Twin Springs to include, but not limited to any change order approval.
- m. Discuss and possible action regarding amendments to the FY 2020-2021 budget in amounts not to exceed \$10,000.00.
- n. Discussion and possible action on an analysis from Freese & Nichols for Elkins Lake Dam.
- o. Discussion and possible action regarding the city's response to COVID-19 (coronavirus), to include but not limited to any necessary disaster declarations, updates to City Council, and cost-related needs.
- p. Discussion and possible action regarding upcoming P25 connectivity changes to the Fort Worth master site.

10. FUTURE AGENDA ITEMS

In compliance with the Texas Open Meetings Act, Council Members may request that matters of public concern be placed on a future agenda. Council Members may not discuss non-agenda items among themselves. In compliance with the Texas Open Meetings Act, city staff members may respond to questions from Council members only with statements of factual information or existing city policy.

11. EXECUTIVE SESSION

- a. Recess into Executive Session in accordance with Government Code, Section 551.071, consultation with attorney, to wit: consideration of bond requirements for oil and gas drilling
- b. Reconvene into Regular Session for discussion and possible action.

12. ADJOURN

The City Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development Negotiations).

CERTIFICATION

This is to certify that a copy of the **December 17, 2020** City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofdwg.net, in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING: _____ TIME OF POSTING: _____ TAKEN DOWN: _____

Lola Hazel, City Administrator

A PROCLAMATION
By the Mayor of the City of Dalworthington Gardens

WHEREAS, Monique Robinson has lived in Dalworthington Gardens for 21 years,

WHEREAS, Monique has volunteered for a number of organizations during 2020,

WHEREAS, Monique previously was a Conference Interpreter for the European Union and NATO at Brussels and now uses those skills in her volunteer work,

WHEREAS, Monique has volunteered at the clinic at Mission Arlington for the past 15-16 years,

WHEREAS, Monique has been a long time volunteer for Meals on Wheels,

WHEREAS, Monique has served as a translator on several missions to Guatemala for HELPS since 2005,

WHEREAS, Monique has volunteered at intake and given translation assistance for the Open Arms Clinic since it opened in 2011,

THEREFORE, as Mayor, I commend Monique Robinson for her service to the City of Dalworthington Gardens and the surrounding communities and congratulate her on this DWG Volunteer of the Year Award.

IN TESTIMONY WHEREOF, I have set my hand and caused the Seal of the City of Dalworthington Gardens, Texas, to be affixed this 17th day of December, in the year Two Thousand Twenty.

Laurie Bianco
Mayor
City of Dalworthington Gardens

ATTEST:

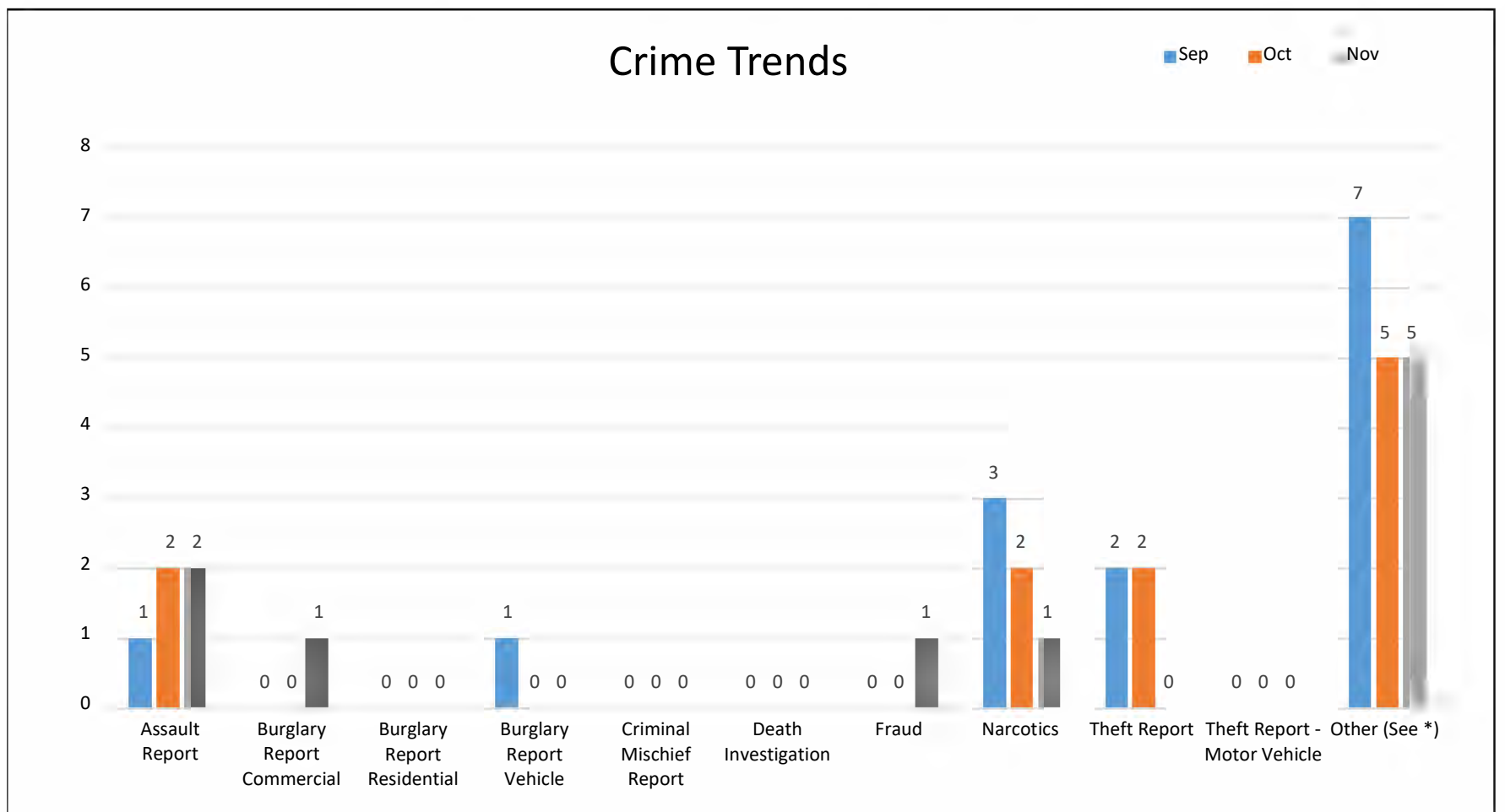
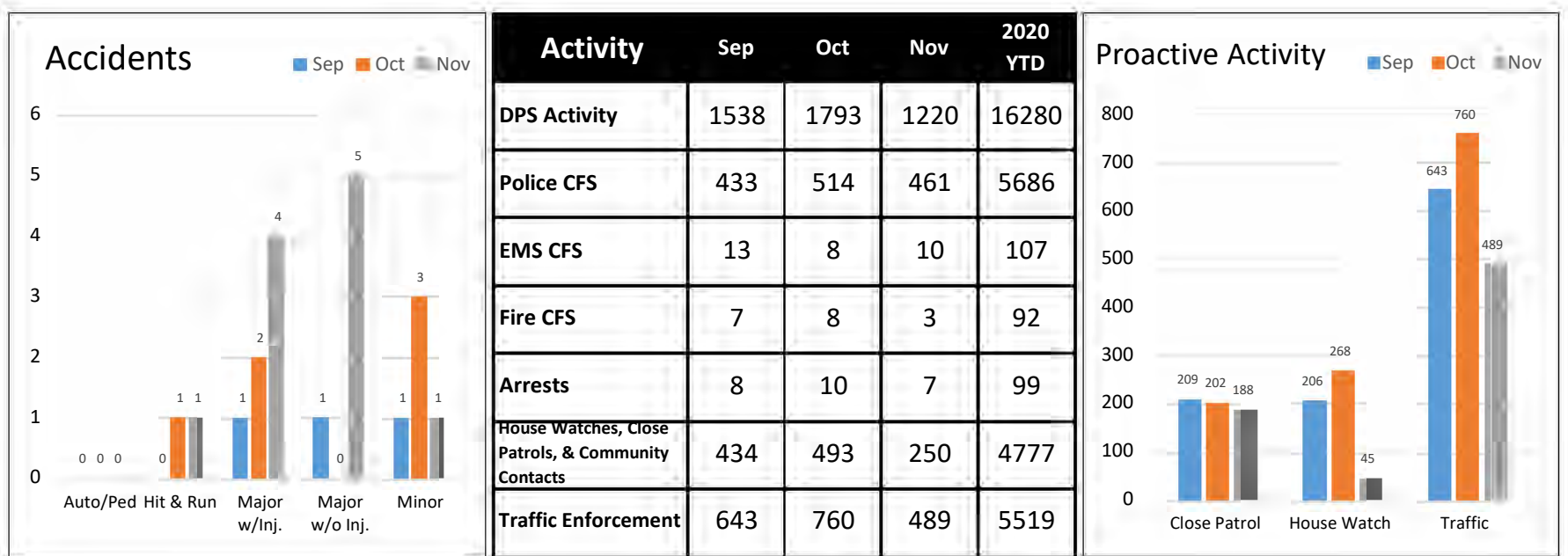
Lola Hazel
City Secretary
City of Dalworthington Gardens



MONTHLY PUBLIC SAFETY REPORT

November 2020

Department News	
New fire truck	Delivered Tuesday December 15th
Santa Parade	Wednesday December 23rd, 2020 5:00pm briefing
TPFC Inspection	No Violations
DPS Vehicles	Status of DPS vehicles



* Other offenses excluding traffic, warrants and "report only."

November 2020 Financial Summary

Cash Analysis Report

General Fund Reserve balance ended the month with 117 operating days, which is 128%.

	Budgeted Operating Expenses FY 20/21	\$ 3,272,381
	Operating Budget Expenditures cost per day (365 days)	\$ 8,965
	Fund Balance at 11/30/20	\$ 1,047,990
	# of operating days in Fund Balance	117

This month had an increase of 5 days from prior month's # of days, which was 112. The projected # of operating days presented in the FY20/21 budget process for fiscal year ended 9/30/20 was 117.

Enterprise Fund Reserve balance should be 90 days to comply with the Financial Policy. This month's # of days increased by 7 days from last month's.

	Budgeted Operating Expenses FY 20/21	\$ 1,970,240
	Operating Budget Expenditures cost per day (365 days)	\$ 5,398
	Working Capital Balance at 11/30/20	\$ 157,767
	# of operating days in Fund Balance	29

General Fund

REVENUES

- **YTD revenues** are below expenses by (\$69,216). However, based on monthly revenue and expense tracking, as shown in the charts, we are trending normal.
- **Fines and Fees** are still showing an impact from the COVID pandemic. Revenue came in below the 2/12th average of 16.67% by (5.57%).

EXPENSES

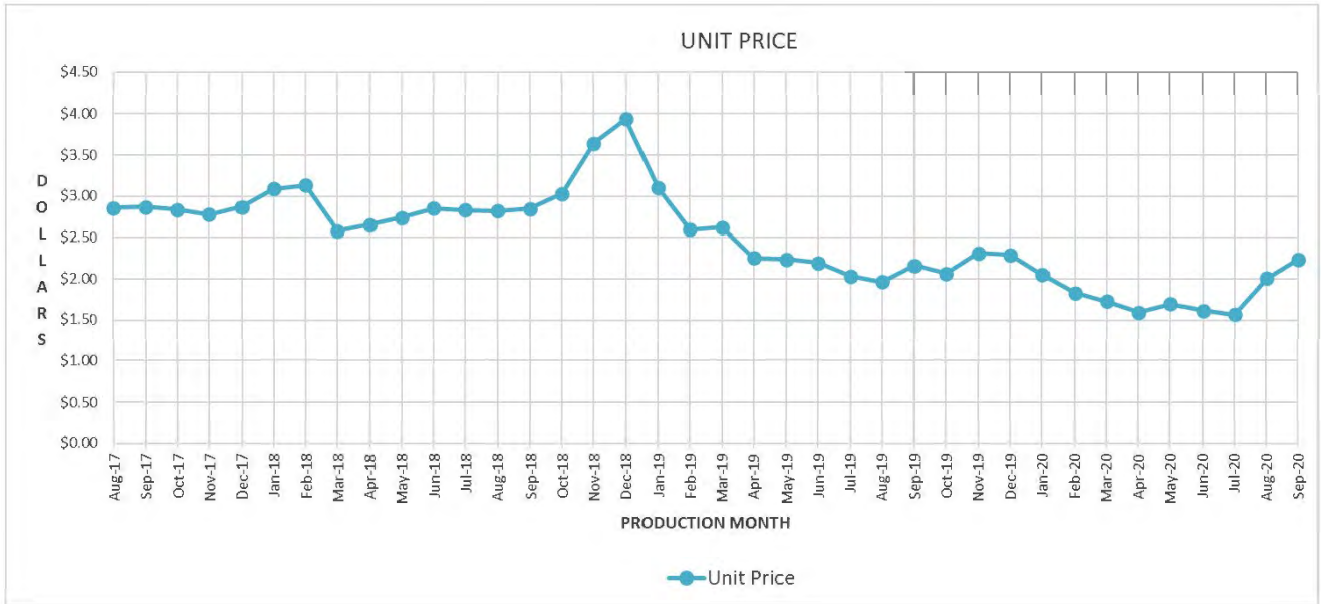
- **Training::** Training: Personnel Firearms/Ammo reflects (30) 21ft Taser Cartridges \$911 and (16) 9mm & (5) .233 ammunition \$4,974.

Enterprise Fund

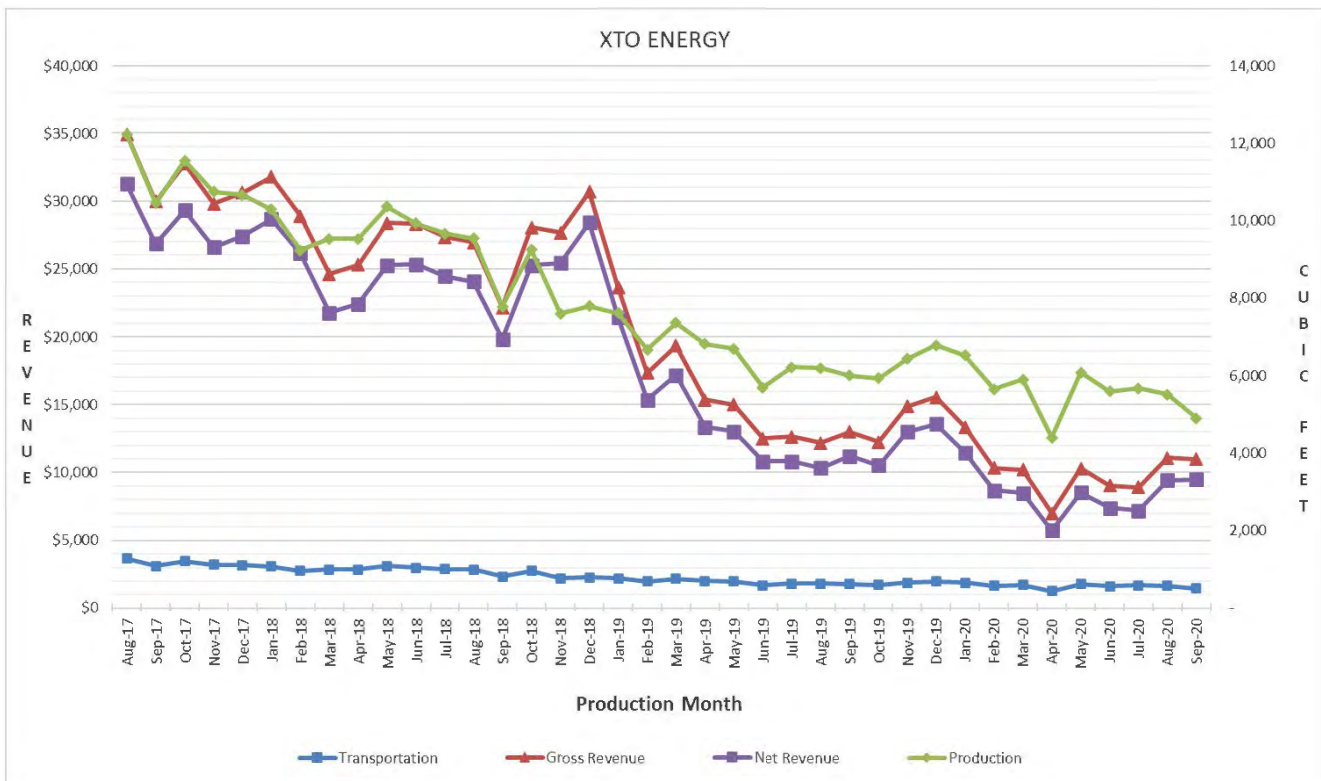
- **YTD revenues** are above expenses by \$69,448. Although revenue has increased over prior year trends, expenses are trending the same as last year. Water Loss this month is 1.1%

Oil & Gas Reserve Fund

Gas royalties for the month were \$9,510. Royalties have a 2 month lag from the receipt month. Sep activity decreased from Aug by 1,376/cf and a price increase of \$.23/cf. Sep Rate \$2.2403/cf. MTD royalties came in over budget by \$4,510. Gas Reserve Funds life-to-date are \$376,015.53, which represents 42 days of operating reserve.



450





City of Dalworthington Gardens

**All Cash Funds
Cash Position by Fund
November 30, 2020**

Description	Total Portfolio	110	205	210	110	115	118	130	140	141	142	143	145	150	180	185	207	208	120	120
		General Operating Fund	Court Fiduciary Fund	Payroll Fund	CARES Act Relief Fund	Court Security Fund	Court Automation Fund	Park Fund (Permanent)	CIP Fund CDBG	CIP Bond Fund Streets	CIP Bond Fund City Hall	Street Sales Tax Fund	Grant Fund	Debt Fund	Parks & Recreation Facility Dev Fund	Crime Control & Prevention Fund	Vol Fire Donation Fund	Seizure Fund	Enterprise Fund	Restricted Water & Sewer Impact Fee Funds
Petty Cash Funds	\$ 700.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ -
Consolidated Cash (Pooled)	289,177.23	(84,428.30)	42,026.02	(912.88)	-	24,031.29	107,278.97	-	-	-	-	-	562.60	8,774.50	475.26	-	6,758.53	14,001.00	170,610.24	-
Evidence Fund	250.00	250.00																		
CARES Act Relief Fund	41,829.00				41,829.00															
Crime Control & Prevention District	67,664.71															67,664.71				
Paypal Account	6.56																	6.56		
General Fund Reserve Fund	510,784.38	510,784.38																		
Garden Park Fund Account	20,771.34						20,771.34													
Park & Recreation Facilities Development Corp.	569,141.84														569,141.84					
TexSTAR - General Savings Reserve	108,296.32	108,296.32																		
LOGIC - General Savings Reserve	216,122.24	216,122.24																		
LOGIC - Oil & Gas	376,015.53	376,015.53																		
LOGIC - Fire Truck Fund	-																			
LOGIC - Debt Interest & Sinking Fund	121,063.55													121,063.55						
TexSTAR - 2017 GO Debt-Streets	61,827.11									61,827.11										
TexSTAR - 2017 GO Debt-City Hall	1,341,202.79										1,341,202.79									
LOGIC - Street Sales Tax Fund	178,447.56											178,447.56								
TexSTAR - Water Impact Fees	145,174.58																			145,174.58
TexSTAR - Sewer Impact Fees	42,739.44																			42,739.44
Transfer Pending	-	41,113.14	(42,026.02)	912.88																
Total	\$ 4,091,214.18	1,168,753.31	-	-	41,829.00	24,031.29	107,278.97	20,771.34	-	61,827.11	1,341,202.79	178,447.56	562.60	129,838.05	569,617.10	67,664.71	6,758.53	14,007.56	170,710.24	187,914.02
Reconciliation of Cash Balance to Fund Balance																				
Receivables & Prepays		242,278.95					3,620.60					20,342.28			22,703.84	40,616.44	255.00			269,711.47
Liabilities (A/P, Deferred Inflows)		(363,041.84)			(41,829.00)		-		(375.00)		(8,728.75)	(4,980.20)	(300.00)		(1,859.68)	(3,745.12)				(282,654.85)
Ending Fund Balance		1,047,990.42			-	24,031.29	110,899.57	20,771.34	(375.00)	61,827.11	1,332,474.04	193,809.64	262.60	129,838.05	590,461.26	104,536.03	7,013.53	14,007.56	157,766.86	

Budgeted Operating Expenses FY 20/21	\$ 3,272,381
90 Day Operating Reserve Target based on Budget Op Exp	\$ 818,095
Fund Balance Over/(Under) Reserve Target	\$ 229,895
90 Day Reserve Target of 25% Attained	128%
Budgeted Operating Expenses FY 20/21	\$ 3,272,381
Operating Budget Expenditures cost per day (365 days)	\$ 8,965
Fund Balance at 11/30/20	\$ 1,047,990
# of operating days in Fund Balance	117

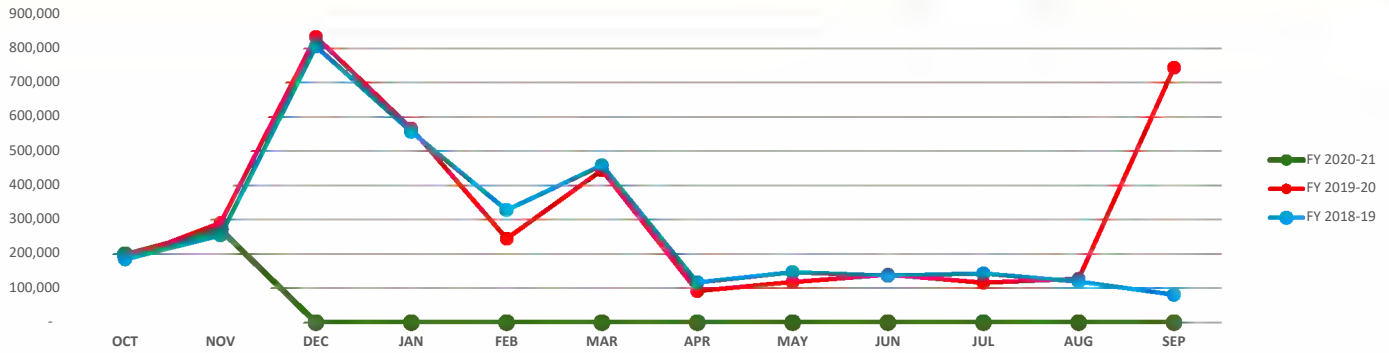
Budgeted Operating Expenses FY 20/21	\$ 1,970,240
90 Day Operating Reserve Target based on Budget Op Exp	\$ 492,560
Working Capital Balance Over/(Under) Reserve Target	\$ (334,793)
90 Day Reserve Target of 25% Attained	32.03%
Budgeted Operating Expenses FY 20/21	\$ 1,970,240
Operating Budget Expenditures cost per day (365 days)	\$ 5,398
Working Capital Balance at 11/30/20	\$ 157,767
# of operating days in Fund Balance	29

General Fund	Year to Date					
	BUDGET VS. ACTUAL REPORT (BAR)					
	FY 2020-21	FY 2020-21	OVR/(UNDER)	% OF BUDGET	FY 2019-20	FY 2018-19
YTD Ending November 30, 2020	BUDGET	YTD	BUDGET	YTD	YTD	YTD
Taxes	\$ 2,651,216	\$ 365,344	\$ (2,285,872)	13.8%	\$ 342,826	\$ 287,577
Permits & Fees	\$ 61,500	\$ 15,409	\$ (46,091)	25.1%	\$ 10,033	\$ 16,588
Fines & Fees	\$ 419,320	\$ 46,377	\$ (372,943)	11.1%	\$ 77,671	\$ 72,314
Charges for Service	\$ 115,939	\$ 19,886	\$ (96,053)	17.2%	\$ 20,204	\$ 16,395
Other Revenue	\$ 19,600	\$ 2,361	\$ (17,239)	12.0%	\$ 3,275	\$ 2,065
Other Financing Sources	\$ 25,000	\$ 21	\$ (24,979)	0.1%	\$ -	\$ -
Oil & Gas	\$ 60,000	\$ 19,073	\$ (40,927)	31.8%	\$ 21,478	\$ 43,894
TOTAL REVENUES	\$ 3,352,575	\$ 468,470	\$ (2,884,104)	14.0%	\$ 475,487	\$ 438,833

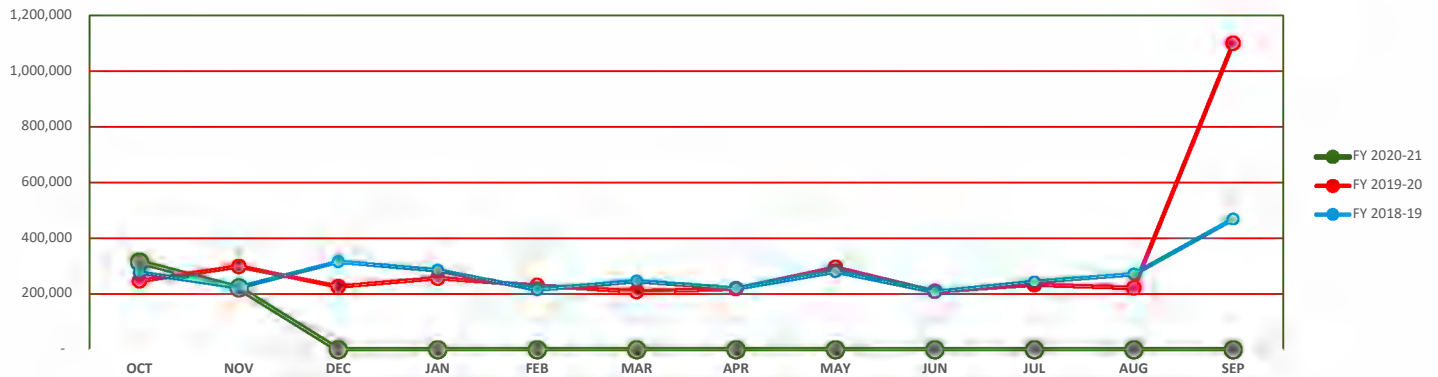
Salary & Wages	\$ 1,584,700	\$ 284,936	\$ (1,299,764)	18.0%	\$ 270,456	\$ 220,087
Taxes & Benefits	\$ 686,609	\$ 109,901	\$ (576,708)	16.0%	\$ 108,040	\$ 97,839
Training & Travel	\$ 66,838	\$ 9,691	\$ (57,147)	14.5%	\$ 5,266	\$ 8,430
Materials & Supplies	\$ 169,913	\$ 13,021	\$ (156,892)	7.7%	\$ 11,448	\$ 18,182
Utilities	\$ 74,121	\$ 12,067	\$ (62,054)	16.3%	\$ 11,981	\$ 10,093
Maintenance	\$ 101,220	\$ 5,939	\$ (95,281)	5.9%	\$ 8,034	\$ 5,686
Consultants	\$ 170,785	\$ 23,788	\$ (146,997)	13.9%	\$ 30,883	\$ 28,095
Contractual	\$ 294,026	\$ 52,070	\$ (241,956)	17.7%	\$ 76,000	\$ 65,321
Other	\$ 124,168	\$ 7,199	\$ (116,969)	5.8%	\$ 2,936	\$ 3,504
Capital Outlay	\$ 10,000	\$ -	\$ (10,000)	0.0%	\$ -	\$ -
Transfer to Gas Reserve	\$ 60,000	\$ 19,073	\$ (40,927)	31.8%	\$ 21,478	\$ 43,894
Other Financing Uses	\$ 10,000	\$ -	\$ (10,000)	0.0%	\$ -	\$ -
TOTAL EXPENDITURES	\$ 3,352,381	\$ 537,686	\$ (2,814,695)	16.0%	\$ 546,522	\$ 501,131

Revenue Over/(Under) Expenditures	\$ 194	\$ (69,216)	\$ (69,410)	\$ (71,035)	\$ (62,298)
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TOTAL REVENUE: HISTORICAL TREND



TOTAL EXPENDITURE: HISTORICAL TREND

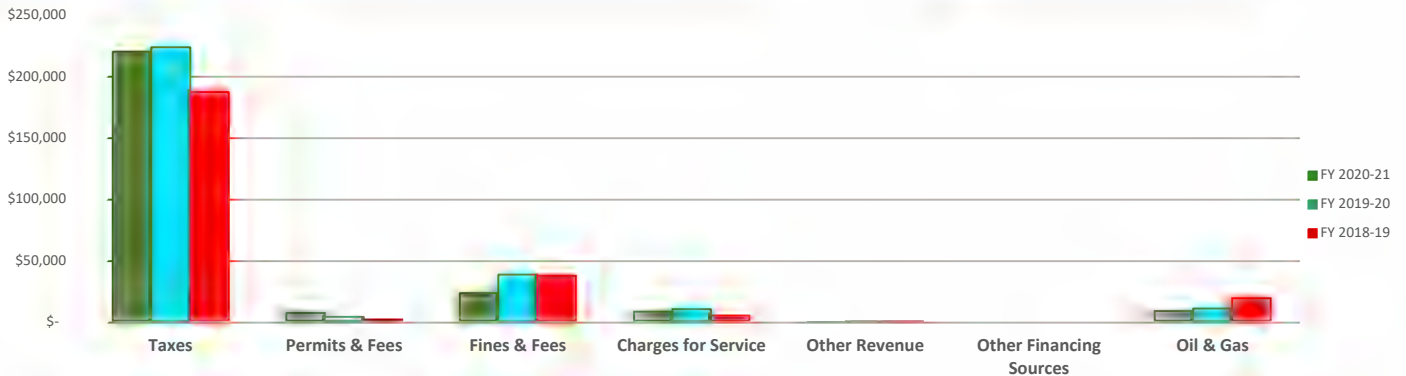


General Fund	CURRENT MONTH				
	BUDGET VS. ACTUAL REPORT (BAR)				
	FY 2020-21	FY 2020-21	% OF BUDGET	FY 2019-20	FY 2018-19
Month Ending November 30, 2020	BUDGET	NOV	NOV	NOV	NOV
Taxes	\$ 240,966	\$ 220,423	91.5%	\$ 224,051	\$ 187,633
Permits & Fees	\$ 5,125	\$ 7,709	150.4%	\$ 4,457	\$ 2,668
Fines & Fees	\$ 34,943	\$ 23,860	68.3%	\$ 39,207	\$ 37,835
Charges for Service	\$ 9,662	\$ 8,685	89.9%	\$ 10,651	\$ 5,430
Other Revenue	\$ 1,633	\$ 551	33.7%	\$ 1,135	\$ 1,070
Other Financing Sources	\$ -	\$ -	0.0%	\$ -	\$ -
Oil & Gas	\$ 5,000	\$ 9,510	190.2%	\$ 11,217	\$ 19,811
TOTAL REVENUES	\$ 297,329	\$ 270,738	91.1%	\$ 290,718	\$ 254,447

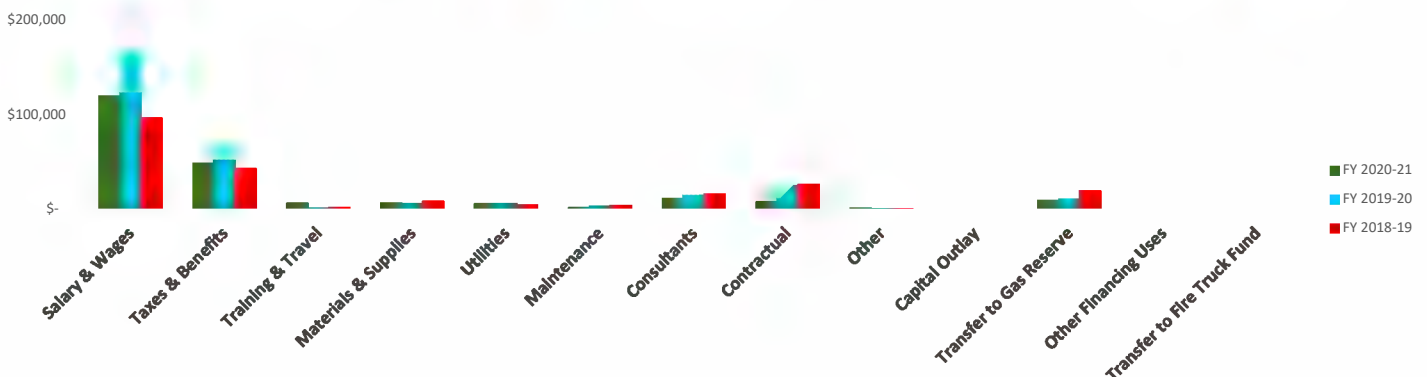
Salary & Wages	\$ 127,982	\$ 120,257	94.0%	\$ 166,602	\$ 97,025
Taxes & Benefits	\$ 53,834	\$ 49,261	91.5%	\$ 62,559	\$ 43,695
Training & Travel	\$ 5,570	\$ 6,611	118.7%	\$ 1,714	\$ 2,214
Materials & Supplies	\$ 14,147	\$ 7,162	50.6%	\$ 6,054	\$ 8,669
Utilities	\$ 5,973	\$ 6,054	101.4%	\$ 6,441	\$ 4,784
Maintenance	\$ 8,178	\$ 1,951	23.9%	\$ 3,677	\$ 4,003
Consultants	\$ 13,325	\$ 11,548	86.7%	\$ 15,054	\$ 16,657
Contractual	\$ 24,987	\$ 8,234	33.0%	\$ 24,989	\$ 26,532
Other	\$ 2,859	\$ 1,653	57.8%	\$ 828	\$ 681
Capital Outlay	\$ -	\$ -	0.0%	\$ -	\$ -
Transfer to Gas Reserve	\$ 5,000	\$ 9,648	193.0%	\$ 11,217	\$ 19,811
Other Financing Uses	\$ -	\$ -	0.0%	\$ -	\$ -
Transfer to Fire Truck Fund	\$ -	\$ -	0.0%	\$ -	\$ -
TOTAL EXPENDITURES	\$ 261,855	\$ 222,379	84.9%	\$ 299,136	\$ 224,073

Revenue Over/(Under) Expenditures \$ 35,475 \$ 48,360 \$ (8,418) \$ 30,374

NOVEMBER REVENUE: HISTORICAL TREND

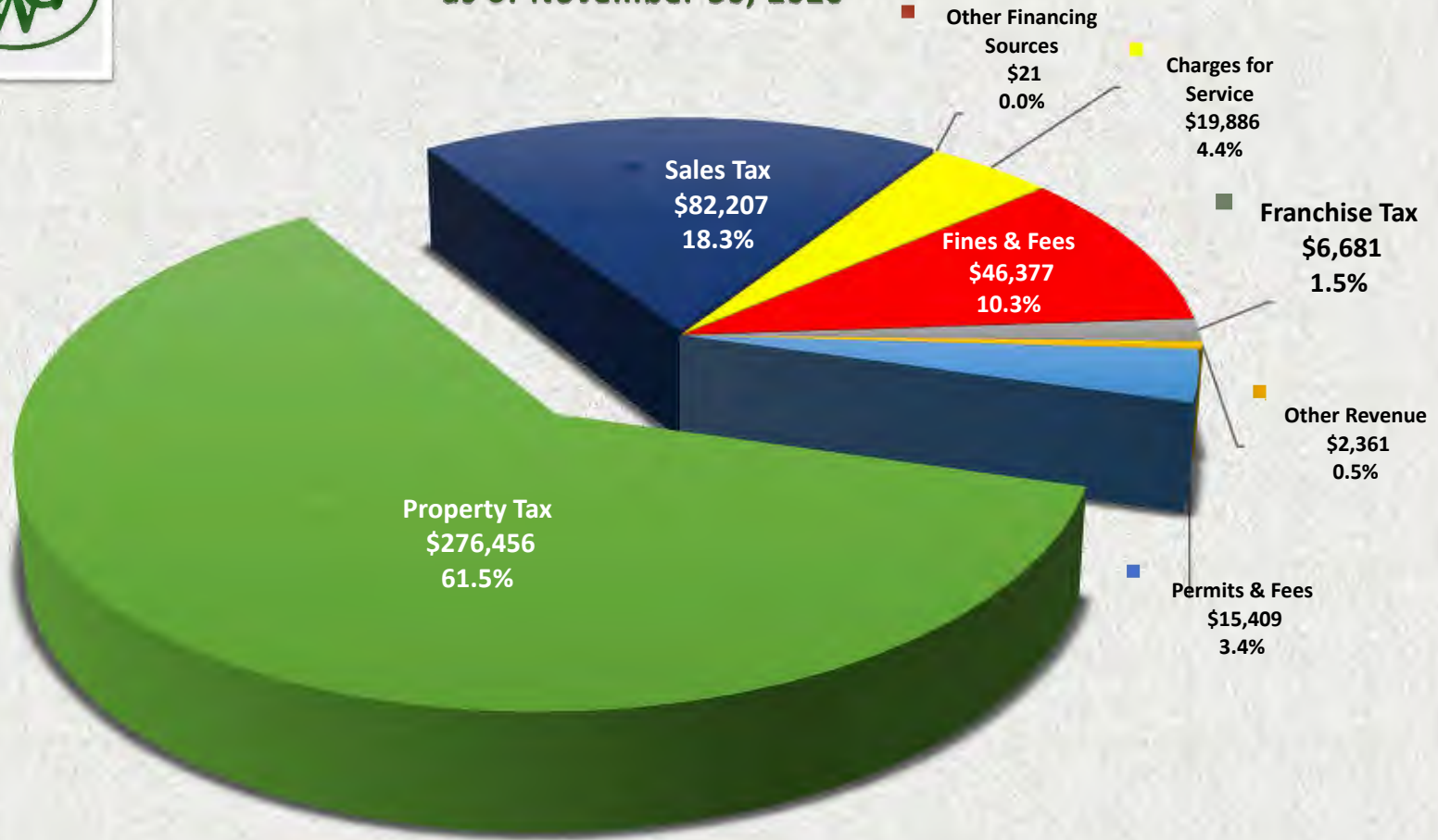


NOVEMBER EXPENDITURE: HISTORICAL TREND



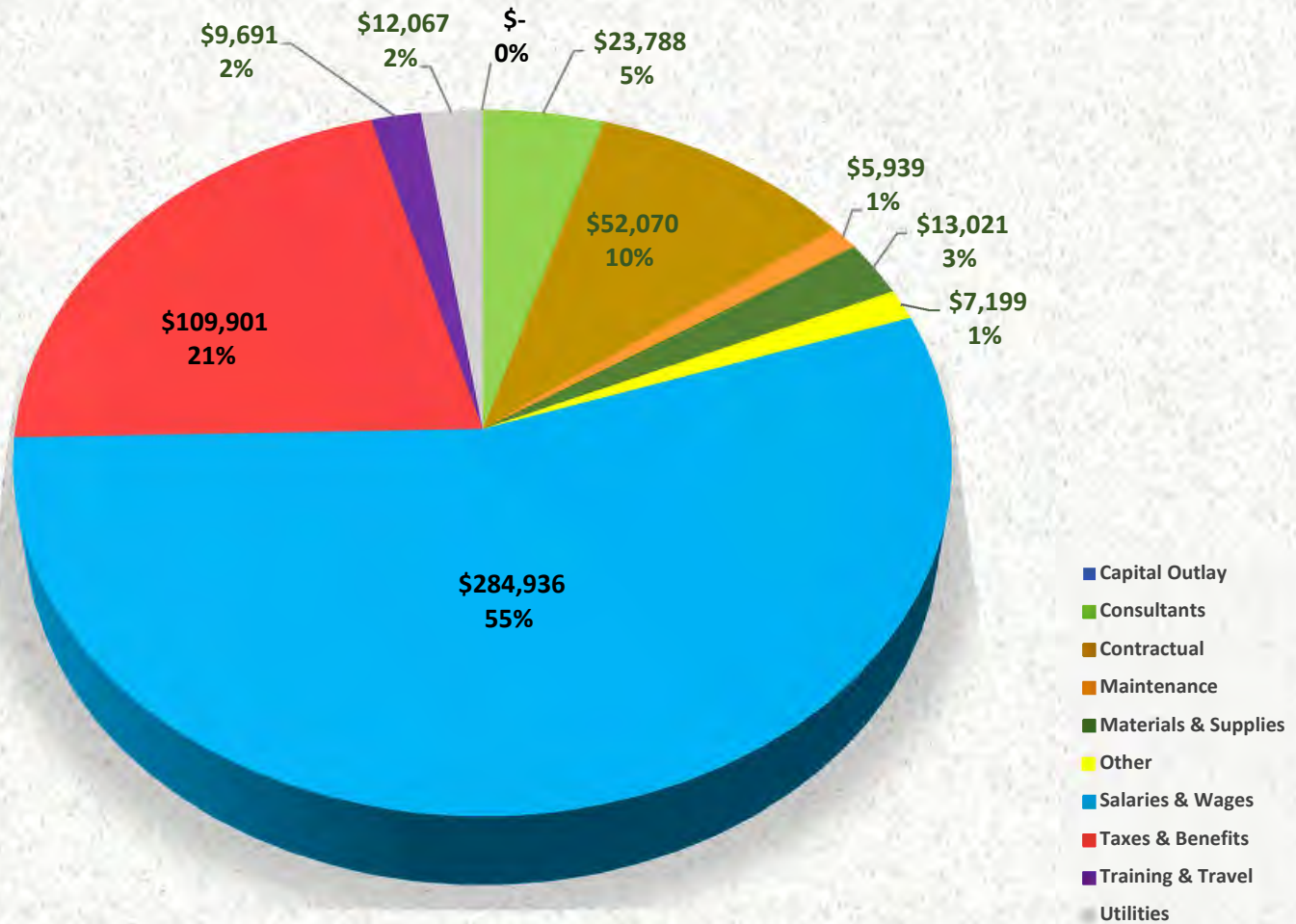


General Fund YTD Revenue as of November 30, 2020



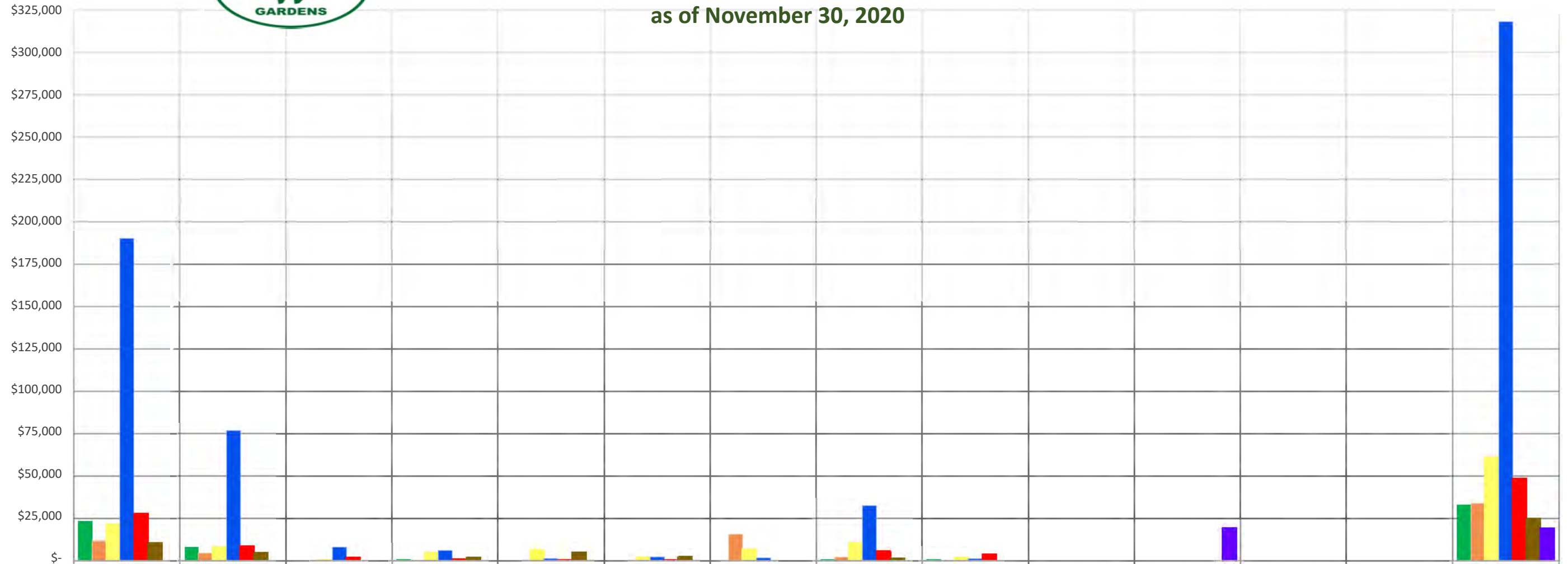


General Revenue YTD Expenses as of November 30, 2020





General Fund YTD Expense Category by Department as of November 30, 2020



	Salaries & Wages	Taxes & Benefits	Training & Travel	Materials & Supplies	Utilities	Maintenance	Consultants	Contractual	Other	Capital Outlay	Transfer Out to Reserve	Transfer Out	Transfer Out to Fire Truck Fund	TOTAL EXPENSES
Community Dev	\$23,304	\$7,705	\$-	\$310	\$175	\$83	\$161	\$557	\$685	\$-				\$32,981
Court	\$11,576	\$4,580	\$100	\$-	\$-	\$-	\$15,573	\$1,835	\$75	\$-				\$33,740
Administration	\$21,624	\$7,993	\$275	\$4,535	\$5,835	\$1,500	\$6,733	\$10,555	\$1,718	\$-				\$60,769
Police	\$190,099	\$76,532	\$7,767	\$5,669	\$1,141	\$2,037	\$1,320	\$32,442	\$871	\$-				\$317,879
Fire	\$27,834	\$8,444	\$1,549	\$629	\$255	\$308	\$-	\$5,398	\$3,851	\$-				\$48,269
Public Works	\$10,500	\$4,646	\$-	\$1,877	\$4,660	\$2,011	\$-	\$1,283	\$-	\$-				\$24,976
Other Financing Uses											\$19,073	\$-	\$-	\$19,073

110 - GENERAL FUND

12/10/2020

GENERAL FUND DETAILS		OCT	NOV		YTD Actual	Amended Budget	Over/(Under) Budget	16.67%	Original Budget	Amended Budget vs Original Budget
Account Number	Account Description	Actual	Budget	Actual			% of Budget			
00.4001	Taxes:Property M & O	91,668	194,896	167,267	258,935	1,814,578	14.3%	1,814,578	-	
00.4005	Taxes:Property Prior Years	13,609	250	1,211	14,821	3,000	494.0%	3,000	-	
00.4010	Taxes:Property Penalty & Int	2,282	417	419	2,700	5,000	54.0%	5,000	-	
00.4025	Taxes:City Sales & Use Tax	35,093	39,815	46,276	81,369	474,403	17.2%	474,403	-	
00.4045	Taxes:Mixed Beverage	838	-	-	838	5,600	15.0%	5,600	-	
00.4050	Taxes:Franchise - Electric	-	-	-	-	290,100	0.0%	290,100	-	
00.4055	Taxes:Easement Use-Telephone	7	2,014	1,688	1,695	8,075	21.0%	8,075	-	
00.4060	Taxes:Franchise - Gas	-	-	-	-	27,000	0.0%	27,000	-	
00.4065	Taxes:Franchise-Cable/Internet	625	2,700	2,704	3,329	13,600	24.5%	13,600	-	
00.4070	Taxes:Franchise - Refuse	798	875	859	1,657	9,860	16.8%	9,860	-	
Total Taxes		144,921	240,966	220,423	365,344	2,651,216	13.8%	2,651,216	-	
00.4100	Permits/Fees:Building	655	1,667	5,639	6,294	20,000	31.5%	20,000	-	
00.4101	Permits/Fees:Plumbing	(75)	417	560	485	5,000	9.7%	5,000	-	
00.4102	Permits/Fees:Electric	-	100	120	120	1,200	10.0%	1,200	-	
00.4103	Permits/Fees:Heating/AC	519	267	240	759	3,200	23.7%	3,200	-	
00.4104	Permits/Fees:Cert.Occupancy	200	333	-	200	4,000	5.0%	4,000	-	
00.4105	Permits/Fees:Signs	501	58	650	1,151	700	164.4%	700	-	
00.4106	Permits/Fees:Sprinkler	-	42	-	-	500	0.0%	500	-	
00.4107	Permits/Fees:Pool	-	42	-	-	500	0.0%	500	-	
00.4108	Permits/Fees:Fence	150	42	-	150	500	30.0%	500	-	
00.4109	Permits/Fees:Alarms	-	8	-	-	100	0.0%	100	-	
00.4110	Permits/Fees:Other	-	17	-	-	200	0.0%	200	-	
00.4111	Permits/Fees:Liquor	-	83	-	-	1,000	0.0%	1,000	-	
00.4112	Permits/Fees:FireAlarm/Suppres	-	208	-	-	2,500	0.0%	2,500	-	
00.4114	Permits/Fees:Red Tag	-	-	-	-	-	0.0%	-	-	
00.4115	Permits/Fees:Roof	-	375	400	400	4,500	8.9%	4,500	-	
00.4117	Permits/Fees:Special Use	-	8	-	-	100	0.0%	100	-	
00.4118	Permits/Fees:Operational	-	42	-	-	500	0.0%	500	-	
00.4165	Life Safety Inspections	5,750	1,417	100	5,850	17,000	34.4%	17,000	-	
Total Permits & Fees		7,700	5,125	7,709	15,409	61,500	25.1%	61,500	-	

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GENERAL FUND DETAILS		16.67%						Original Budget	Amended Budget vs Original Budget	
		OCT	NOV		YTD Actual	Amended Budget	Over/(Under) Budget	% of Budget	Original Budget	Amended Budget vs Original Budget
Account Number	Account Description	Actual	Budget	Actual						
00.4200	Municipal Court:Fines	7,754	11,667	7,187	14,941	140,000	(125,059)	10.7%	140,000	-
00.4205	Municipal Court:Fees-Warrants	1,664	5,000	2,567	4,231	60,000	(55,769)	7.1%	60,000	-
00.4210	Municipal Court:Arrest Fees	1,032	1,250	928	1,960	15,000	(13,040)	13.1%	15,000	-
00.4215	Municipal Court:Fines-Traffic	416	333	401	817	4,000	(3,183)	20.4%	4,000	-
00.4216	Municipal Court:CJFC Civil	29	167	31	59	2,000	(1,941)	3.0%	2,000	-
00.4218	Municipal Court:JFCI Judicial	19	167	22	41	2,000	(1,959)	2.0%	2,000	-
00.4219	Municipal Ct:TLFTA3 City Fee	170	267	165	335	3,200	(2,865)	10.5%	3,200	-
00.4221	Municipal Ct:Jury Duty	19	10	16	35	120	(85)	29.1%	120	-
00.4222	Mun Ct:Time Pmt Reimburse Fe	-	-	-	-	-	-	0.0%	-	-
00.4225	Mun Ct:ChildSaftyFundCS/CSS/SZ	444	267	272	716	3,200	(2,484)	22.4%	3,200	-
00.4240	Municipal Ct:Fees-Admin	9,704	13,333	11,268	20,972	160,000	(139,028)	13.1%	160,000	-
00.4250	Municipal Ct:Fees-JuvCaseOff	157	1,250	182	339	15,000	(14,661)	2.3%	15,000	-
00.4255	Municipal Ct:TruancyPreventi	930	400	822	1,751	4,800	(3,049)	36.5%	4,800	-
00.4290	Wrecker Fee	180	833	-	180	10,000	(9,820)	1.8%	10,000	-
Total Fines & Fees		22,517	34,943	23,860	46,377	419,320	(372,943)	11.1%	419,320	-
00.4450	Fees:Cost Recovery - W/S	5,500	5,500	5,500	11,000	66,000	(55,000)	16.7%	66,000	-
00.4451	Fees:Overhead Cost Recover-W/S	4,851	3,891	3,185	8,036	46,689	(38,653)	17.2%	46,689	-
00.4455	Chrg For Service:Platting/Zone	750	125	-	750	1,500	(750)	50.0%	1,500	-
00.4460	Chrg For Service:Board of Ad	-	42	-	-	500	(500)	0.0%	500	-
00.4461	Shop DWG Website Adv Fees	-	42	-	-	500	(500)	0.0%	500	-
00.4470	Chrg For Serv:Park Reservation	100	63	-	100	750	(650)	13.3%	750	-
Total Charges for Service		11,201	9,662	8,685	19,886	115,939	(96,053)	17.2%	115,939	-
00.4800	Other Rev:Interest Investment	330	1,000	368	698	12,000	(11,302)	5.8%	12,000	-
00.4815	Other Rev:Online Payment Fees	120	117	106	226	1,400	(1,174)	16.1%	1,400	-
00.4887	Other Rev:Grant CARES Act	-	-	-	-	-	-	0.0%	-	-
00.4888	Other Revenue:Jail Phone Commission	-	17	13	13	200	(187)	6.7%	200	-
00.4890	Other Revenue:Miscellaneous	1,360	125	64	1,424	1,500	(76)	94.9%	1,500	-
00.4891	Other:Donation Comm Dev	-	-	-	-	-	-	0.0%	-	-
00.4893	Other Rev:Donations-Day w/Law	-	42	-	-	500	(500)	0.0%	500	-
00.4894	Other Rev:Fire Recovery	-	167	-	-	2,000	(2,000)	0.0%	2,000	-
00.4897	Other Rev:DWG DPS Contributions	-	167	-	-	2,000	(2,000)	0.0%	2,000	-
00.4898	Other Rev:TC911 Reimbursement	-	-	-	-	-	-	0.0%	-	-
Total Other Revenue		1,810	1,633	551	2,361	19,600	(17,239)	12.0%	19,600	-
00.4812	Other Rev:Oil/Gas Lease Rev	9,563	5,000	9,510	19,073	60,000	(40,927)	31.8%	60,000	-
Oil & Gas Revenue		9,563	5,000	9,510	19,073	60,000	(40,927)	31.8%	60,000	-
00.4900	Transfer In	21	-	-	21	-	21	0.0%	-	-
00.4955	Lease Proceeds	-	-	-	-	-	-	0.0%	-	-
00.4960	Proceeds from Sale	-	-	-	-	25,000	(25,000)	0.0%	25,000	-
Other Financing Sources		21	-	-	21	25,000	(24,979)	0.1%	25,000	-
TOTAL REVENUE		197,732	297,329	270,738	468,470	3,352,575	(2,884,104)	14.0%	3,352,575	-

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GENERAL FUND DETAILS		OCT	NOV		YTD Actual	Amended Budget	Over/(Under) Budget	16.67%	Original Budget	Amended Budget vs Original Budget
Account Number	Account Description	Actual	Budget	Actual			% of Budget			
20.6000	Personnel:Salaries-Full Time	12,116	8,171	8,174	20,290	106,229	(85,939)	19.1%	106,229	-
20.6005	Personnel:Salaries-Part Time	1,280	-	320	1,600	-	1,600	0.0%	-	-
20.6020	Personnel:Salaries-Overtime	36	43	3	39	564	(525)	6.9%	564	-
20.6025	Personnel:Salaries-Sick Leave	-	-	-	-	1,503	(1,503)	0.0%	1,503	-
20.6036	Personnel:Supplements	453	217	304	757	2,821	(2,064)	26.8%	2,821	-
20.6050	Personnel:Service Pay:Longevit	-	618	618	618	618	-	100.0%	618	-
Community Dev	Total Salaries & Wages	13,884	9,050	9,419	23,304	111,735	(88,432)	20.9%	111,735	-
20.6030	Personnel:FICA(SS) & MediCare	1,042	636	700	1,742	8,268	(6,527)	21.1%	8,268	-
20.6031	Personnel: SUTA Taxes	-	-	-	-	181	(181)	0.0%	181	-
20.6042	Personnel:ER-Life/AD&D Ins	7	7	7	13	79	(66)	16.7%	79	-
20.6045	Personnel:TMRS	2,662	1,960	1,922	4,584	25,484	(20,900)	18.0%	25,484	-
20.6046	Personnel:ER-LongTerm Disab	32	33	35	67	399	(332)	16.7%	399	-
20.6047	Personnel:Employee Insurances	566	624	566	1,132	7,484	(6,352)	15.1%	7,484	-
20.6048	Personnel:HSA/HRA	65	68	65	130	817	(687)	16.0%	817	-
20.6049	Personnel:ER-ShortTerm Disab	18	18	19	37	220	(183)	16.7%	220	-
Community Dev	Total Taxes & Benefits	4,392	3,346	3,313	7,705	42,933	(35,228)	17.9%	42,933	-
20.6100	Training & Travel	-	191	-	-	2,291	(2,291)	0.0%	2,291	-
Community Dev	Total Training & Travel	-	191	-	-	2,291	(2,291)	0.0%	2,291	-
20.6205	Mat/Supplies: Legal Notices	-	-	-	-	-	-	0.0%	-	-
20.6212	Mat/Supplies: Public Education	-	42	-	-	500	(500)	0.0%	500	-
20.6215	Mat/Supplies: Office Supplies	-	-	-	-	-	-	0.0%	-	-
20.6225	Mat/Supplies: Filing Fees	-	-	-	-	-	-	0.0%	-	-
20.6230	Mat/Supplies: Office Equipment	-	-	-	-	150	(150)	0.0%	-	150
20.6240	Mat/Supplies: Printing	-	50	-	-	600	(600)	0.0%	600	-
20.6245	Mat/Supplies: Postage	-	-	-	-	-	-	0.0%	-	-
20.6270	Mat/Supplies:Emergency Equip	-	83	-	-	1,000	(1,000)	0.0%	1,000	-
20.6275	Mat/Supplies: Misc	-	-	-	-	-	-	0.0%	-	-
20.6276	Mat/Supplies: Furnishings	-	83	-	-	1,000	(1,000)	0.0%	1,000	-
20.6300	Mat/Supplies: Uniforms	-	83	-	-	1,000	(1,000)	0.0%	1,000	-
20.6310	Mat/Supplies: Animal Control	-	-	-	-	-	-	0.0%	-	-
20.6350	Mat/Supplies: Fuel	180	166	131	310	1,995	(1,685)	15.5%	1,995	-
20.6400	Mat/Supplies: Tools & Supplies	-	83	-	-	1,000	(1,000)	0.0%	1,000	-
Community Dev	Total Materials & Supplies	180	591	131	310	7,245	(6,935)	4.3%	7,095	150
20.6510	Utilities:Telephone	49	50	49	99	600	(501)	16.5%	600	-
20.6520	Utilities:Mobile Data Termin	38	40	38	77	480	(404)	15.9%	480	-
Community Dev	Total Utilities	88	90	88	175	1,080	(905)	16.2%	1,080	-

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GENERAL FUND DETAILS		OCT	NOV		YTD Actual	Amended Budget	Over/(Under) Budget	16.67%	% of Budget	Original Budget	Amended Budget vs Original Budget
Account Number	Account Description	Actual	Budget	Actual							
20.6805	Maintenance:Vehicles	18	42	65	83	500	(417)	16.7%	500	-	
20.6810	Maintenance:Bldg/Grounds/Park	-	-	-	-	-	-	0.0%	-	-	
20.6815	Maintenance:Office Equipment	-	-	-	-	-	-	0.0%	-	-	
20.6820	Maintenance:Code Enforcement	-	250	-	-	3,000	(3,000)	0.0%	3,000	-	
20.6825	Maintenance:Equipment	-	-	-	-	-	-	0.0%	-	-	
Community Dev	Total Maintenance	18	292	65	83	3,500	(3,417)	2.4%	3,500	-	
20.7015	Consultants:Legal-Regular	161	83	-	161	1,000	(839)	16.1%	1,000	-	
20.7020	Consultants:Legal-Platting	-	-	-	-	-	-	0.0%	-	-	
20.7045	Consultants:Platting	-	-	-	-	-	-	0.0%	-	-	
20.7095	Consultants:Other	-	8	-	-	100	(100)	0.0%	100	-	
Community Dev	Total Consultants	161	92	-	161	1,100	(939)	14.7%	1,100	-	
20.7225	Contractual:Credit CardProcess	30	17	48	78	205	(127)	38.1%	205	-	
20.7300	Contractual:Computer System	57	2,703	57	114	5,600	(5,486)	2.0%	5,600	-	
20.7410	Contractual:Animal Control	-	-	-	-	-	-	0.0%	-	-	
20.7420	Contractual:Animal Control Vet	-	-	-	-	-	-	0.0%	-	-	
20.7505	Contractual:Liability Insurance	297	-	-	297	1,238	(942)	23.9%	1,238	-	
20.7510	Contractual:Worker's Compensation	69	-	-	69	441	(372)	15.6%	441	-	
20.7515	Contractual:Inspections	-	2,000	-	-	24,000	(24,000)	0.0%	24,000	-	
Community Dev	Total Contractual	452	4,720	105	557	31,484	(30,926)	1.8%	31,484	-	
20.8010	Other:MembershipDues/Subscript	685	109	-	685	1,306	(621)	52.4%	1,306	-	
20.8020	Other:Meetings	-	-	-	-	-	-	0.0%	-	-	
20.8030	Other:Publications	-	-	-	-	-	-	0.0%	-	-	
20.8070	Other:Miscellaneous	-	8	-	-	100	(100)	0.0%	100	-	
Community Dev	Total Other	685	117	-	685	1,406	(721)	48.7%	1,406	-	
20.9010	Capital Outlay:Computer/Off Eq	-	-	-	-	-	-	0.0%	-	-	
20.9100	Capital Outlay: Vehicle	-	-	-	-	-	-	0.0%	-	-	
20.9105	Capital Outlay:Equipment	-	-	-	-	-	-	0.0%	-	-	
Community Dev	Total Capital Outlay	-	-	-	-	-	-	0.0%	-	-	
Community Dev	TOTAL EXPENSES	19,860	18,489	13,122	32,981	202,774	(169,793)	16.3%	202,624	150	
30.6000	Personnel:Salaries-Full Time	5,853	3,976	3,979	9,833	51,692	(41,859)	19.0%	51,692	-	
30.6020	Personnel:Salaries-Overtime	36	44	3	39	573	(534)	6.8%	573	-	
30.6025	Personnel:Salaries-Sick Leave	-	-	-	-	446	(446)	0.0%	446	-	
30.6036	Personnel:Supplements	713	480	480	1,193	6,245	(5,052)	19.1%	6,245	-	
30.6050	Personnel:Service Pay:Longevit	-	512	512	512	512	-	100.0%	512	-	
Court	Total Salaries & Wages	6,602	5,012	4,974	11,576	59,467	(47,890)	19.5%	59,467	-	

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GENERAL FUND DETAILS		OCT	NOV		YTD Actual	Amended Budget	Over/(Under) Budget	16.67%	% of Budget	Original Budget	Amended Budget vs Original Budget
Account Number	Account Description	Actual	Budget	Actual							
30.6030	Personnel:FICA(SS) & MediCare	484	339	359	842	4,401	(3,558)	19.1%	4,401	-	
30.6031	Personnel: SUTA Taxes	-	-	-	-	99	(99)	0.0%	99	-	
30.6042	Personnel:ER-Life/AD&D Ins	4	4	4	7	43	(36)	16.5%	43	-	
30.6045	Personnel:TMRS	1,394	1,043	1,051	2,445	13,563	(11,118)	18.0%	13,563	-	
30.6046	Personnel:ER-LongTerm Disab	14	15	16	30	184	(153)	16.5%	184	-	
30.6047	Personnel:Employee Insurances	554	624	554	1,108	7,493	(6,385)	14.8%	7,493	-	
30.6048	Personnel:HSA/HRA	65	69	65	130	829	(699)	15.7%	829	-	
30.6049	Personnel:ER-ShortTerm Disab	9	9	9	18	108	(90)	16.5%	108	-	
Court	Total Taxes & Benefits	2,523	2,103	2,057	4,580	26,719	(22,139)	17.1%	26,719	-	
30.6100	Training & Travel	100	240	-	100	2,883	(2,783)	3.5%	2,883	-	
Court	Total Training & Travel	100	240	-	100	2,883	(2,783)	3.5%	2,883	-	
30.6205	Mat/Supplies: Legal Notices	-	-	-	-	-	-	0.0%	-	-	
30.6215	Mat/Supplies: Office Supplies	-	-	-	-	-	-	0.0%	-	-	
30.6230	Mat/Supplies: Office Equipmen	-	-	-	-	-	-	0.0%	1,000	(1,000)	
30.6240	Mat/Supplies: Printing	-	85	-	-	1,015	(1,015)	0.0%	1,015	-	
30.6245	Mat/Supplies: Postage	-	-	-	-	-	-	0.0%	-	-	
30.6276	Mat/Supplies: Furnishings	-	50	-	-	600	(600)	0.0%	600	-	
30.6300	Mat/Supplies: Uniforms	-	-	-	-	-	-	0.0%	-	-	
Court	Total Materials & Supplies	-	135	-	-	1,615	(1,615)	0.0%	2,615	(1,000)	
30.6510	Utilities:Telephone	-	-	-	-	-	-	0.0%	-	-	
Court	Total Utilities	-	-	-	-	-	-	0.0%	-	-	
30.6810	Maintenance:Bldg/Grounds/Park	-	-	-	-	-	-	0.0%	-	-	
Court	Total Maintenance	-	-	-	-	-	-	0.0%	-	-	
30.7000	Consultants:Municipal Judge	6,875	6,875	6,875	13,750	83,485	(69,735)	16.5%	83,485	-	
30.7010	Consultants:City Prosecutor	375	833	1,425	1,800	10,000	(8,200)	18.0%	10,000	-	
30.7015	Consultants:Legal-Regular	-	42	-	-	500	(500)	0.0%	500	-	
30.7095	Consultants:Other	-	58	23	23	700	(677)	3.3%	700	-	
Court	Total Consultants	7,250	7,808	8,323	15,573	94,685	(79,112)	16.4%	94,685	-	
30.7225	Contractual:Credit CardProcess	599	712	550	1,149	8,543	(7,394)	13.5%	8,543	-	
30.7226	Contractual:Notification Fees	-	40	-	-	480	(480)	0.0%	480	-	
30.7300	Contractual:Computer System	348	2,251	338	686	6,627	(5,942)	10.3%	6,627	-	
30.7301	Contractual:Worker's Comp	-	-	-	-	-	-	0.0%	-	-	
Court	Total Contractual	947	3,003	888	1,835	15,650	(13,816)	11.7%	15,650	-	
30.8010	Other:MembershipDues/Subscript	75	240	-	75	240	(165)	31.3%	240	-	
30.8070	Other:Miscellaneous	-	-	-	-	-	-	0.0%	-	-	
Court	Total Other	75	240	-	75	240	(165)	31.3%	240	-	
30.9010	Capital Outlay:Computer/Off Eq	-	-	-	-	-	-	0.0%	-	-	
30.9350	Capital Outlay:Equipment	-	-	-	-	-	-	0.0%	-	-	
Court	Total Capital Outlay	-	-	-	-	-	-	0.0%	-	-	
Court	TOTAL EXPENSES	17,498	18,542	16,242	33,740	201,259	(167,519)	16.8%	202,259	(1,000)	

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GENERAL FUND DETAILS		OCT	NOV		YTD Actual	Amended Budget	Over/(Under) Budget	16.67%	% of Budget	Original Budget	Amended Budget vs Original Budget
Account Number	Account Description	Actual	Budget	Actual							
40.6000	Personnel:Salaries-Full Time	12,631	8,542	8,542	21,174	111,047	(89,873)	19.1%	111,047	-	
40.6005	Personnel:Salaries-Part Time	-	-	-	-	-	-	0.0%	-	-	
40.6020	Personnel:Salaries-Overtime	158	57	-	158	741	(583)	21.3%	741	-	
40.6025	Personnel:Salaries-Sick Leave	-	-	-	-	1,756	(1,756)	0.0%	1,756	-	
40.6036	Personnel:Supplements	65	44	44	108	567	(458)	19.1%	567	-	
40.6050	Personnel:Service Pay:Longevit	-	192	184	184	192	(8)	95.8%	192	-	
Administration	Total Salaries & Wages	12,854	8,835	8,770	21,624	114,302	(92,678)	18.9%	114,302	-	
40.6030	Personnel:FICA(SS) & MediCare	948	651	636	1,584	8,458	(6,875)	18.7%	8,458	-	
40.6031	Personnel: SUTA Taxes	-	-	-	-	149	(149)	0.0%	149	-	
40.6042	Personnel:ER-Life/AD&D Ins	5	5	5	11	65	(54)	16.7%	65	-	
40.6045	Personnel:TMRS	2,715	2,005	1,852	4,567	26,069	(21,502)	17.5%	26,069	-	
40.6046	Personnel:ER-LongTerm Disab	29	31	32	61	368	(307)	16.7%	368	-	
40.6047	Personnel:Employee Insurances	694	957	694	1,388	11,486	(10,099)	12.1%	11,486	-	
40.6048	Personnel:HSA/HRA	177	188	177	353	2,257	(1,904)	15.6%	2,257	-	
40.6049	Personnel:ER-ShortTerm Disab	14	15	15	29	176	(147)	16.7%	176	-	
Administration	Total Taxes & Benefits	4,582	3,852	3,411	7,993	49,029	(41,036)	16.3%	49,029	-	
40.6100	Training & Travel	125	265	150	275	3,175	(2,900)	8.7%	3,175	-	
Administration	Total Training & Travel	125	265	150	275	3,175	(2,900)	8.7%	3,175	-	
40.6205	Mat/Supplies: Legal Notices	20	100	38	58	1,200	(1,142)	4.8%	1,200	-	
40.6210	Mat/Supplies: Election Expenses	12	-	-	12	-	12	0.0%	-	-	
40.6215	Mat/Supplies: Office Supplies	793	324	124	916	3,885	(2,969)	23.6%	3,885	-	
40.6216	Mat/Supplies: Facility Supplies	387	171	16	403	2,050	(1,647)	19.7%	2,050	-	
40.6230	Mat/Supplies: Office Equipmen	802	83	1,093	1,895	1,000	895	189.5%	1,200	(200)	
40.6235	Mat/Supplies: Records Mgmt	-	133	-	-	1,600	(1,600)	0.0%	1,600	-	
40.6240	Mat/Supplies: Printing	221	375	343	564	4,500	(3,936)	12.5%	4,500	-	
40.6245	Mat/Supplies: Postage	179	320	508	687	3,835	(3,149)	17.9%	3,835	-	
40.6276	Mat/Supplies: Furnishings	-	-	-	-	-	-	0.0%	-	-	
40.6300	Mat/Supplies: Uniforms	-	50	-	-	600	(600)	0.0%	600	-	
Administration	Total Materials & Supplies	2,413	1,556	2,122	4,535	18,670	(14,135)	24.3%	18,870	(200)	
40.6500	Utilities:Electricity	1,024	827	869	1,893	12,224	(10,331)	15.5%	12,224	-	
40.6505	Utilities:Gas	25	100	179	203	1,350	(1,147)	15.0%	1,350	-	
40.6510	Utilities:Telephone	1,617	1,741	1,664	3,281	20,892	(17,611)	15.7%	20,892	-	
40.6515	Utilities:Water & Sewer	212	235	208	420	2,825	(2,405)	14.9%	2,825	-	
40.6520	Utilities:Mobile Data Termin	19	20	19	38	240	(202)	15.9%	240	-	
Administration	Total Utilities	2,897	2,923	2,938	5,835	37,531	(31,696)	15.5%	37,531	-	
40.6810	Maintenance:Bldg/Grounds/Park	1,250	333	250	1,500	7,080	(5,580)	21.2%	7,080	-	
40.6815	Maintenance:Office Equipment	-	-	-	-	-	-	0.0%	-	-	
Administration	Total Maintenance	1,250	333	250	1,500	7,080	(5,580)	21.2%	7,080	-	

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GENERAL FUND DETAILS		OCT	NOV		YTD Actual	Amended Budget	Over/(Under) Budget	16.67%	Original Budget	Amended Budget vs Original Budget
Account Number	Account Description	Actual	Budget	Actual			% of Budget			
40.7015	Consultants:Legal-Regular	3,914	3,808	2,469	6,383	45,700	(39,317)	14.0%	45,700	-
40.7025	Consultants:Auditor	-	-	-	-	9,900	(9,900)	0.0%	9,900	-
40.7030	Consultants:Engineer-Regular	-	167	-	-	2,000	(2,000)	0.0%	2,000	-
40.7045	Consultants:Engineer-Platting	-	208	350	350	2,500	(2,150)	14.0%	2,500	-
40.7095	Consultants:Other	-	58	-	-	700	(700)	0.0%	700	-
Administration	Total Consultants	3,914	4,242	2,819	6,733	60,800	(54,067)	11.1%	60,800	-
40.7200	Contractual:Tax Collection	-	-	-	-	5,933	(5,933)	0.0%	5,933	-
40.7210	Contractual:Tarrant Appraisal	-	-	-	-	9,800	(9,800)	0.0%	9,800	-
40.7250	Contractual:Elections	-	-	-	-	3,100	(3,100)	0.0%	3,100	-
40.7300	Contractual:Computer System	2,863	7,500	1,392	4,255	32,953	(28,698)	12.9%	32,953	-
40.7301	Contractual:Shred Service	89	77	76	165	926	(761)	17.8%	926	-
40.7305	Contractual:Copy Machine	789	823	706	1,495	9,833	(8,338)	15.2%	9,833	-
40.7415	Contractual:Contract Labor	-	-	-	-	-	-	0.0%	-	-
40.7440	Contractual:Janitor-City Hall	800	1,000	-	800	10,400	(9,600)	7.7%	10,400	-
40.7505	Contractual:Liability Insuranc	3,432	-	-	3,432	11,178	(7,746)	30.7%	11,178	-
40.7508	Contractual:Website	-	-	-	-	800	(800)	0.0%	800	-
40.7510	Contractual:Worker's Compensat	409	-	-	409	1,141	(733)	35.8%	1,141	-
Administration	Total Contractual	8,381	9,401	2,174	10,555	86,064	(75,509)	12.3%	86,064	-
40.8010	Other:MembershipDues/Subscript	312	446	1,019	1,331	5,346	(4,015)	24.9%	5,346	-
40.8020	Other:Meetings	-	29	-	-	350	(350)	0.0%	350	-
40.8022	Other:Special Events	-	58	-	-	700	(700)	0.0%	700	-
40.8023	Other:Employee Appreciation	-	83	-	-	1,000	(1,000)	0.0%	1,000	-
40.8025	Other:Mileage Reimbursement	-	13	-	-	150	(150)	0.0%	150	-
40.8028	Other:Cell Phone Reimbursement	25	25	25	50	300	(250)	16.7%	300	-
40.8030	Other:Publications	-	-	-	-	-	-	0.0%	-	-
40.8040	Other:Bank Charges	-	417	-	-	5,000	(5,000)	0.0%	5,000	-
40.8070	Other:Miscellaneous	-	42	-	-	500	(500)	0.0%	500	-
40.8085	Other:Interest on Cash Deficit	325	33	12	338	400	(62)	84.4%	400	-
40.8100	Other:Cash-Short/(Over)	(0)	-	-	(0)	-	(0)	0.0%	-	-
Administration	Total Other	662	1,146	1,056	1,718	13,746	(12,028)	12.5%	13,746	-
40.9010	Capital Outlay:Computer/Off Eq	-	-	-	-	-	-	0.0%	-	-
40.9350	Capital Outlay:Equipment	-	-	-	-	-	-	0.0%	-	-
Administration	Total Capital Outlay	-	-	-	-	-	-	0.0%	-	-
Administration	TOTAL EXPENSES	37,079	32,552	23,690	60,769	390,397	(329,628)	15.6%	390,597	(200)

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GENERAL FUND DETAILS		OCT	NOV		YTD Actual	Amended Budget	Over/(Under) Budget	16.67%	% of Budget	Original Budget	Amended Budget vs Original Budget
Account Number	Account Description	Actual	Budget	Actual							
50.6000	Personnel:Salaries Full Time	71,055	54,037	50,067	121,122	702,483	(581,361)	17.2%	702,483	-	
50.6005	Personnel:Salaries Part Time	2,241	2,769	1,692	3,933	36,000	(32,067)	10.9%	36,000	-	
50.6007	Personnel:Dispatch Part Time	-	1,673	-	-	21,749	(21,749)	0.0%	21,749	-	
50.6008	Personnel:Dispatch Full Time	16,393	9,328	9,747	26,140	121,263	(95,123)	21.6%	121,263	-	
50.6009	Personnel:Dispatch Overtime	3,708	2,238	1,687	5,395	29,097	(23,702)	18.5%	29,097	-	
50.6010	Personnel:Salaries X'ing Guard	780	975	975	1,755	9,750	(7,995)	18.0%	9,750	-	
50.6020	Personnel:Salaries Overtime	10,396	6,888	8,495	18,890	89,541	(70,651)	21.1%	89,541	-	
50.6025	Personnel:Salaries SickLeaveBB	-	-	-	-	14,018	(14,018)	0.0%	14,018	-	
50.6035	Personnel:Training Pay	270	10	90	360	500	(140)	72.0%	500	-	
50.6036	Personnel:Supplements	3,988	2,971	2,600	6,588	38,622	(32,033)	17.1%	38,622	-	
50.6050	Personnel:Service Pay Longevit	-	6,110	5,915	5,915	6,110	(195)	96.8%	6,110	-	
Police	Total Salaries & Wages	108,831	87,000	81,268	190,099	1,069,132	(879,033)	17.8%	1,069,132	-	
50.6027	Personnel:Pre-Employment Screening	-	17	-	-	200	(200)	0.0%	200	-	
50.6030	Personnel:FICA(SS) & Medicare	8,043	6,083	5,923	13,966	79,079	(65,113)	17.7%	79,079	-	
50.6031	Personnel: SUTA Taxes	-	-	-	-	2,067	(2,067)	0.0%	2,067	-	
50.6042	Personnel:Pesonnel:ER-Life/AD&D Ins	57	58	60	117	691	(575)	16.9%	691	-	
50.6045	Personnel:TMRS	24,834	19,963	18,860	43,694	259,525	(215,830)	16.8%	259,525	-	
50.6046	Personnel:ER LongTerm Disab	234	280	304	538	3,363	(2,826)	16.0%	3,363	-	
50.6047	Personnel:Employee Health Ins	7,757	10,538	8,682	16,439	126,457	(110,018)	13.0%	126,457	-	
50.6048	Personnel:HSA/HRA	690	734	774	1,464	8,810	(7,346)	16.6%	8,810	-	
50.6049	Personnel:ER ShortTerm Disab	140	165	175	315	1,976	(1,661)	15.9%	1,976	-	
Police	Total Taxes & Benefits	41,755	37,838	34,777	76,532	482,168	(405,636)	15.9%	482,168	-	
50.6100	Training & Travel	14	1,733	261	275	20,800	(20,525)	1.3%	20,800	-	
50.6105	Training:Personnel Firearms/Am	-	500	5,885	5,885	6,000	(116)	98.1%	6,000	-	
50.6110	Training:Firearms/Range	1,572	183	-	1,572	2,200	(628)	71.5%	-	2,200	
50.6115	Training:Licensure/Cont Ed	35	300	-	35	3,600	(3,565)	1.0%	3,600	-	
50.6120	Training & Travel - Immunizati	-	42	-	-	500	(500)	0.0%	500	-	
Police	Total Training & Travel	1,621	2,758	6,146	7,767	33,100	(25,333)	23.5%	30,900	2,200	

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GENERAL FUND DETAILS		OCT	NOV		YTD Actual	Amended Budget	Over/(Under) Budget	16.67%	Original Budget	Amended Budget vs Original Budget
Account Number	Account Description	Actual	Budget	Actual			% of Budget			
50.6215	Mat/Supplies: Office Supplies	-	-	-	-	-	0.0%	-	-	
50.6230	Mat/Supplies: Office Equipment	-	100	-	-	1,200	0.0%	200	1,000	
50.6240	Mat/Supplies: Printing	-	48	-	-	575	0.0%	575	-	
50.6245	Mat/Supplies: Postage	14	-	-	14	-	0.0%	-	-	
50.6250	Mat/Supplies: PSO Supplies	-	83	20	20	1,000	2.0%	1,000	-	
50.6260	Mat/Sup:DWG Prisoner Food	-	63	100	100	750	13.3%	750	-	
50.6265	Mat/Supplies:Prisoner Supplies	-	83	31	31	1,000	3.1%	1,000	-	
50.6270	Mat/Supplies:Emergency Equip	-	1,664	1,522	1,522	19,970	7.6%	19,970	-	
50.6275	Mat/Supplies:Equipment	-	-	-	-	-	0.0%	-	-	
50.6276	Mat/Supplies: Furnishings	-	8	-	-	90	0.0%	90	-	
50.6300	Mat/Supplies:Uniforms	35	1,083	-	35	13,000	0.3%	13,000	-	
50.6305	Mat/Supplies:Uniform Cleaning	-	83	-	-	1,000	0.0%	1,000	-	
50.6350	Mat/Supplies:Fuel	1,915	2,446	2,032	3,947	29,350	13.4%	29,350	-	
Police	Total Materials & Supplies	1,964	5,661	3,705	5,669	67,935	8.3%	66,935	1,000	
50.6510	Utilities:Telephone	173	175	173	346	2,100	16.5%	2,100	-	
50.6520	Utilities:Mobile Data Termin	363	380	363	727	4,560	15.9%	4,560	-	
50.6525	Utilities:Cable	34	34	35	69	403	17.1%	403	-	
Police	Total Utilities	570	589	571	1,141	7,063	16.2%	7,063	-	
50.6805	Maintenance:Vehicles	1,431	2,725	606	2,037	32,700	6.2%	32,700	-	
50.6810	Maintenance:Blgs/Ground/Park	-	-	-	-	-	0.0%	-	-	
50.6812	Maintenance:Dispatch/Jail	-	-	-	-	-	0.0%	-	-	
50.6825	Maintenance:Equipment	-	-	-	-	-	0.0%	-	-	
50.6830	Maintenance:Police Eqpt	-	133	-	-	1,600	0.0%	1,600	-	
Police	Total Maintenance	1,431	2,858	606	2,037	34,300	5.9%	34,300	-	
50.7015	Consultants:Legal-Regular	555	250	315	870	3,000	29.0%	3,000	-	
50.7095	Consultants:Other	360	625	90	450	7,500	6.0%	7,500	-	
Police	Total Consultants	915	875	405	1,320	10,500	12.6%	10,500	-	
50.7300	Contractual:Computer System	17,578	4,206	1,299	18,876	50,476	37.4%	50,476	-	
50.7310	Contractual:Arlington Air Time	588	588	588	1,176	7,056	16.7%	7,056	-	
50.7315	Contractual:Medical Director	-	-	-	-	2,000	0.0%	2,000	-	
50.7320	Contractual: Comm Radio	823	823	823	1,647	9,881	16.7%	9,881	-	
50.7505	Contractual:Liability Insur	4,734	-	-	4,734	21,000	22.5%	21,000	-	
50.7510	Contractual:Worker's Compens	6,010	-	-	6,010	31,614	19.0%	31,614	-	
Police	Total Contractual	29,732	5,618	2,710	32,442	122,027	26.6%	122,027	-	

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GENERAL FUND DETAILS		OCT	NOV		YTD Actual	Amended Budget	Over/(Under) Budget	16.67%	% of Budget	Original Budget	Amended Budget vs Original Budget
Account Number	Account Description	Actual	Budget	Actual							
50.8010	Other:Membership&Dues	336	62	-	336	747	(411)	45.0%	747	-	
50.8020	Other:Meetings	-	21	-	-	250	(250)	0.0%	250	-	
50.8021	Other: Annual Awards Banquet	-	-	62	62	2,000	(1,938)	3.1%	2,000	-	
50.8022	Other: Special Events	-	17	-	-	200	(200)	0.0%	200	-	
50.8070	Other:Miscellaneous	-	42	134	134	500	(366)	26.8%	500	-	
50.8072	Other:Radio T1 Line	169	169	169	339	2,031	(1,693)	16.7%	2,031	-	
50.8079	Other:Day with the Law	-	-	-	-	7,000	(7,000)	0.0%	7,000	-	
50.8083	Other:Veh Cap Lease-Int Exp	-	-	-	-	806	(806)	0.0%	806	-	
50.8084	Other:Vehicle Capital Lease	-	-	-	-	24,571	(24,571)	0.0%	24,571	-	
Police	Total Other	505	311	365	871	38,105	(37,234)	2.3%	38,105	-	
50.9010	Capital Outlay:Computer/Off Eq	-	-	-	-	-	-	0.0%	-	-	
50.9100	Capital Outlay:Police Vehicle	-	-	-	-	-	-	0.0%	-	-	
50.9105	Capital Outlay:Police Eqpt	-	-	-	-	-	-	0.0%	-	-	
50.9350	Capital Outlay:Equipment	-	-	-	-	-	-	0.0%	-	-	
Police	Total Capital Outlay	-	-	-	-	-	-	0.0%	-	-	
Police	TOTAL EXPENSES	187,325	143,507	130,554	317,879	1,864,330	(1,546,452)	17.1%	1,861,130	3,200	
55.6000	Personnel:Salaries Full Time	1,716	1,786	1,608	3,324	23,224	(19,900)	14.3%	23,224	-	
55.6005	Personnel:Salaries Part Time	-	-	-	-	-	-	0.0%	-	-	
55.6007	Personnel:Dispatch Part Time	-	418	-	-	5,437	(5,437)	0.0%	5,437	-	
55.6008	Personnel:Dispatch Full Time	4,098	2,332	2,437	6,535	30,316	(23,781)	21.6%	30,316	-	
55.6009	Personnel:Dispatch Overtime	927	560	422	1,349	7,274	(5,925)	18.5%	7,274	-	
55.6020	Personnel:Salaries Overtime	37	73	-	37	952	(915)	3.9%	952	-	
55.6025	Personnel:Salaries SickLeaveBB	-	-	-	-	574	(574)	0.0%	574	-	
55.6032	Personel:Vol FireProgIncentive	49	245	147	196	2,940	(2,744)	6.7%	2,940	-	
55.6036	Personnel:Supplements	9,660	7,918	6,503	16,164	102,929	(86,765)	15.7%	102,929	-	
55.6050	Personnel:Service Pay Longevit	-	291	230	230	291	(61)	79.1%	291	-	
Fire	Total Salaries & Wages	16,487	13,623	11,347	27,834	173,937	(146,103)	16.0%	173,937	-	
55.6027	Personnel:Pre-Employment Screening	-	-	-	-	-	-	0.0%	-	-	
55.6030	Personnel:FICA(SS) & Medicare	1,228	973	830	2,057	12,654	(10,596)	16.3%	12,654	-	
55.6031	Personnel: SUTA Taxes	-	-	-	-	135	(135)	0.0%	135	-	
55.6042	Personnel:ER-Life/AD&D Ins	5	4	6	11	50	(40)	21.0%	50	-	
55.6045	Personnel:TMRS	3,472	2,907	2,365	5,837	37,797	(31,959)	15.4%	37,797	-	
55.6046	Personnel:ER LongTerm Disab	17	16	22	39	187	(148)	20.9%	187	-	
55.6047	Personnel:Employee Health Ins	113	446	344	457	5,347	(4,890)	8.5%	5,347	-	
55.6048	Personnel:HSA/HRA	(1)	-	20	20	-	20	0.0%	-	-	
55.6049	Personnel:ER ShortTerm Disab	10	9	14	24	113	(89)	21.1%	113	-	
Fire	Total Taxes & Benefits	4,843	4,356	3,601	8,444	56,282	(47,838)	15.0%	56,282	-	
55.6100	Training & Travel	-	591	315	315	7,090	(6,775)	4.4%	7,090	-	
55.6115	Training:Licensure/Cont Ed	1,234	1,417	-	1,234	17,000	(15,766)	7.3%	17,000	-	
55.6120	Training & Travel - Immunizati	-	-	-	-	-	-	0.0%	-	-	
Fire	Total Training & Travel	1,234	2,008	315	1,549	24,090	(22,541)	6.4%	24,090	-	

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GENERAL FUND DETAILS		OCT	NOV		YTD Actual	Amended Budget	Over/(Under) Budget	16.67%	Original Budget	Amended Budget vs Original Budget
Account Number	Account Description	Actual	Budget	Actual			% of Budget			
55.6215	Mat/Supplies: Office Supplies	-	-	-	-	-	0.0%	-	-	
55.6230	Mat/Supplies: Office Equipment	-	17	-	-	200	0.0%	50	150	
55.6240	Mat/Supplies: Printing	-	-	-	-	-	0.0%	-	-	
55.6245	Mat/Supplies: Postage	-	-	-	-	-	0.0%	-	-	
55.6250	Mat/Supplies: FF Supplies	61	217	6	66	2,600	2.6%	2,600	-	
55.6255	Mat/Supplies: Fire Recov Purch	-	83	-	-	1,000	0.0%	1,000	-	
55.6270	Mat/Supplies:Emergency Equip	-	1,570	349	349	18,835	1.9%	18,835	-	
55.6275	Mat/Supplies:Equipment	-	-	-	-	-	0.0%	-	-	
55.6276	Mat/Supplies: Furnishings	-	8	-	-	90	0.0%	90	-	
55.6300	Mat/Supplies:Uniforms	-	2,600	-	-	31,200	0.0%	31,200	-	
55.6305	Mat/Supplies:Uniform Cleaning	-	542	-	-	6,500	0.0%	6,500	-	
55.6350	Mat/Supplies:Fuel	105	346	109	214	4,149	5.2%	4,149	-	
Fire	Total Materials & Supplies	166	5,381	464	629	64,574	1.0%	64,424	150	
55.6510	Utilities:Telephone	74	75	74	148	900	16.5%	900	-	
55.6520	Utilities:Mobile Data Termin	19	20	19	38	240	15.9%	240	-	
55.6525	Utilities:Cable	34	34	35	69	403	17.1%	403	-	
Fire	Total Utilities	127	129	128	255	1,543	16.5%	1,543	-	
55.6805	Maintenance:Vehicles	308	2,083	-	308	25,000	1.2%	25,000	-	
55.6810	Maintenance:Blgs/Ground/Park	-	-	-	-	-	0.0%	-	-	
55.6825	Maintenance:Equipment	-	-	-	-	-	0.0%	-	-	
55.6831	Maintenance:FF Equipment	-	417	-	-	5,000	0.0%	5,000	-	
Fire	Total Maintenance	308	2,500	-	308	30,000	1.0%	30,000	-	
55.7015	Consultants:Legal-Regular	-	42	-	-	500	0.0%	500	-	
55.7095	Consultants:Other	-	-	-	-	-	0.0%	-	-	
Fire	Total Consultants	-	42	-	-	500	0.0%	500	-	
55.7300	Contractual:Computer System	575	750	796	1,371	9,004	15.2%	9,004	-	
55.7310	Contractual:Arlington Air Time	588	588	588	1,176	7,056	16.7%	7,056	-	
55.7315	Contractual:Medical Director	-	-	-	-	2,000	0.0%	2,000	-	
55.7320	Contractual:Comm Radio	823	823	823	1,647	9,881	16.7%	9,881	-	
55.7505	Contractual:Liability Insur	635	-	-	635	2,555	24.9%	2,555	-	
55.7510	Contractual:Worker's Compens	570	-	-	570	2,170	26.2%	2,170	-	
Fire	Total Contractual	3,191	2,162	2,207	5,398	32,666	16.5%	32,666	-	
55.8010	Other:Membership&Dues	3,450	739	-	3,450	8,862	38.9%	8,862	-	
55.8020	Other:Meetings	-	21	-	-	250	0.0%	250	-	
55.8022	Other: Annual Awards Banquet	-	-	62	62	2,000	3.1%	2,000	-	
55.8070	Other:Miscellaneous	-	8	-	-	100	0.0%	100	-	
55.8072	Other:Radio T1 Line	169	169	169	339	2,031	16.7%	2,031	-	
55.8082	Other:FireRecoveryEquipPurchas	-	100	-	-	1,200	0.0%	1,200	-	
55.8087	Other:Capital Lease-Fire Truck	-	-	-	-	51,133	0.0%	51,133	-	
55.8088	Other:Cap Lease Fire Truck Int	-	-	-	-	4,995	0.0%	4,995	-	
Fire	Total Other	3,619	1,037	231	3,851	70,571	5.5%	70,571	-	

110 - GENERAL FUND

12/10/2020

GENERAL FUND DETAILS		OCT	NOV		YTD Actual	Amended Budget	Over/(Under) Budget	16.67%	Original Budget	Amended Budget vs Original Budget
Account Number	Account Description	Actual	Budget	Actual			% of Budget			
55.9010	Capital Outlay:Computer/Off Eq	-	-	-	-	-	0.0%	-	-	
55.9020	Capital Outlay:Fire Truck	-	-	-	-	-	0.0%	-	-	
55.9350	Capital Outlay:Equipment	-	-	-	-	10,000	0.0%	10,000	-	
Fire	Total Capital Outlay	-	-	-	-	10,000	0.0%	10,000	-	
Fire	TOTAL EXPENSES	29,975	31,236	18,294	48,269	464,163	10.4%	464,013	150	
60.6000	Personnel:Salaries-Full Time	5,392	3,730	3,777	9,169	48,484	18.9%	48,484	-	
60.6005	Personnel:Salaries-Part Time	-	-	-	-	-	0.0%	-	-	
60.6020	Personnel:Salaries-Overtime	161	131	185	346	1,697	20.4%	1,697	-	
60.6025	Personnel:Salaries-Sick Leave	-	-	-	-	475	0.0%	475	-	
60.6036	Personnel:Supplements	469	406	319	787	5,274	14.9%	5,274	-	
60.6050	Personnel:Service Pay-Longevit	-	198	198	198	198	100.0%	198	-	
Public Works	Total Salaries & Wages	6,021	4,463	4,479	10,500	56,128	18.7%	56,128	-	
60.6027	Personnel:Employment Screening	-	-	-	-	-	0.0%	-	-	
60.6030	Personnel:FICA(SS)&Medicare	432	320	312	744	4,153	17.9%	4,153	-	
60.6031	Personnel: SUTA Taxes	-	-	-	-	99	0.0%	99	-	
60.6042	Personnel:ER-Life/AD&D Ins	3	4	3	6	43	15.0%	43	-	
60.6045	Personnel:TMRS	1,272	985	946	2,218	12,801	17.3%	12,801	-	
60.6046	Personnel:ER-LongTerm Disab	12	16	14	27	188	14.2%	188	-	
60.6047	Personnel:Employee Health Ins	783	970	783	1,567	11,645	13.5%	11,645	-	
60.6048	Personnel:Health Savings Acct	34	36	34	67	430	15.7%	430	-	
60.6049	Personnel:ER-ShortTerm Disab	8	10	9	17	117	14.4%	117	-	
Public Works	Total Taxes & Benefits	2,544	2,340	2,102	4,646	29,477	15.8%	29,477	-	
60.6100	Training & Travel	-	21	-	-	250	0.0%	250	-	
20.6101	Training: Animal Control	-	88	-	-	1,050	0.0%	1,050	-	
Public Works	Total Training & Travel	-	108	-	-	1,300	0.0%	1,300	-	
60.6215	Mat/Supplies: Office Supplies	-	-	-	-	-	0.0%	-	-	
60.6230	Mat/Supplies: Office Eqpt	-	4	-	-	50	0.0%	50	-	
60.6240	Mat/Supplies: Printing	-	-	-	-	-	0.0%	-	-	
60.6245	Mat/Supplies: Postage	-	-	-	-	-	0.0%	-	-	
60.6275	Mat/Supplies: Equipment	-	-	-	-	-	0.0%	-	-	
60.6276	Mat/Supplies: Furnishings	566	54	-	566	650	87.0%	650	-	
60.6300	Mat/Supplies: Uniforms	111	164	127	238	1,968	12.1%	1,968	-	
60.6310	Mat/Supplies: Animal Control	-	40	-	-	480	0.0%	480	-	
60.6350	Mat/Supplies: Fuel	396	272	320	716	3,267	21.9%	3,267	-	
60.6360	Mat/Supplies: Fuel Mowing Equ	-	-	-	-	-	0.0%	-	-	
60.6400	Mat/Supplies: Tools&Supplies	63	194	294	357	2,330	15.3%	2,330	-	
60.6410	Maintenance:Weed & Pest Cont	-	6	-	-	69	0.0%	69	-	
60.6415	Mat/Supplies: Stormwater	-	88	-	-	1,060	0.0%	1,060	-	
Public Works	Total Materials & Supplies	1,136	823	741	1,877	9,873	19.0%	9,873	-	

110 - GENERAL FUND

12/10/2020

GENERAL FUND DETAILS		OCT	NOV		YTD Actual	Amended Budget	Over/(Under) Budget	16.67%	% of Budget	Original Budget	Amended Budget vs Original Budget
Account Number	Account Description	Actual	Budget	Actual							
60.6500	Utilities:Electricity	2,202	2,107	2,197	4,399	25,284	(20,885)	17.4%	25,284	-	
60.6510	Utilities:Telephone	74	75	74	148	900	(752)	16.5%	900	-	
60.6520	Utilities:Mobile Data Termin	56	60	57	113	720	(607)	15.7%	720	-	
Public Works	Total Utilities	2,332	2,242	2,328	4,660	26,904	(22,244)	17.3%	26,904	-	
60.6805	Maintenance:Vehicles	21	403	5	26	4,840	(4,814)	0.5%	4,840	-	
60.6810	Maintenance:Blgs/Ground/Park	20	1,000	950	970	12,000	(11,030)	8.1%	12,000	-	
60.6815	Maintenance:Office Equipment	-	-	-	-	-	-	0.0%	-	-	
60.6825	Maintenance:Equipment	-	208	-	-	2,500	(2,500)	0.0%	2,500	-	
60.6835	Maintenance:Streets	-	83	75	75	1,000	(925)	7.5%	1,000	-	
60.6840	Maintenance:Traffic Control	940	83	-	940	1,000	(61)	94.0%	1,000	-	
60.6845	Maintenance:Storm Drainage	-	417	-	-	5,000	(5,000)	0.0%	5,000	-	
Public Works	Total Maintenance	981	2,195	1,030	2,011	26,340	(24,329)	7.6%	26,340	-	
60.7015	Consultants:Legal-Regular	-	83	-	-	1,000	(1,000)	0.0%	1,000	-	
60.7030	Consultants:Engineer-Regular	-	42	-	-	500	(500)	0.0%	500	-	
60.7031	Consultants:Engineer-SWMP	-	142	-	-	1,700	(1,700)	0.0%	1,700	-	
Public Works	Total Consultants	-	267	-	-	3,200	(3,200)	0.0%	3,200	-	
60.7215	Contractual:Filing Fees	-	-	-	-	-	-	0.0%	-	-	
60.7300	Contractual:Computer System	529	-	-	529	22	507	2415.5%	22	-	
60.7415	Contractual:Contract Labor	-	-	-	-	-	-	0.0%	-	-	
60.7420	Contractual:Animal Control Vet	-	83	150	150	1,000	(850)	15.0%	1,000	0	
60.7505	Contractual:Liability Insur	419	-	-	419	1,860	(1,441)	22.5%	1,860	-	
60.7510	Contractual:Worker's Compensat	185	-	-	185	1,654	(1,469)	11.2%	1,654	-	
60.7600	Contractual:Refuse Collection	-	-	-	-	1,600	(1,600)	0.0%	1,600	-	
Public Works	Total Contractual	1,133	83	150	1,283	6,136	(4,853)	20.9%	6,136	0	
60.8010	Other:Membership&Dues	-	-	-	-	-	-	0.0%	-	-	
60.8020	Other:Meetings	-	-	-	-	-	-	0.0%	-	-	
60.8028	Other: Cell Phone Reimbursement	-	-	-	-	-	-	0.0%	-	-	
60.8070	Other:Miscellaneous	-	8	-	-	100	(100)	0.0%	100	-	
Public Works	Total Other	-	8	-	-	100	(100)	0.0%	100	-	
60.9010	Capital Outlay:Computer/Off Eq	-	-	-	-	-	-	0.0%	-	-	
60.9350	Capital Outlay:Equipment	-	-	-	-	-	-	0.0%	-	-	
Public Works	Total Capital Outlay	-	-	-	-	-	-	0.0%	-	-	
Public Works		14,147	12,529	10,830	24,976	159,459	(134,482)	15.7%	159,459	0	
00.9700	Transfer Out to Reserve	9,425	5,000	9,648	19,073	60,000	(40,927)	31.8%	60,000	-	
00.9700	Transfer Out	-	-	-	-	10,000	(10,000)	0.0%	10,000	-	
00.9700	Transfer Out to Fire Truck Fund	-	-	-	-	-	-	0.0%	-	-	
	Other Financing Uses	9,425	5,000	9,648	19,073	70,000	(50,927)	27.2%	70,000	-	
	TOTAL EXPENSES	315,307	261,855	222,379	537,686	3,352,381	(2,814,695)	16.0%	3,350,081	2,300	
Revenue Over/(Under) Expenditures		(117,576)	35,475	48,360	(69,216)	194	(69,410)		2,494	(2,300)	

Oil & Gas Reserve Fund	Year to Date			
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	OVR/(UNDER)	% OF BUDGET
YTD Ending November 30, 2020	BUDGET	YTD	BUDGET	YTD
Other Revenue	\$ 2,507	\$ 106	\$ (2,402)	4.2%
Other Financing Sources	\$ 60,000	\$ 19,073	\$ (40,927)	31.8%
TOTAL REVENUES	\$ 62,507	\$ 19,178	\$ (43,329)	30.7%
Other Financing Uses	\$ -	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	0.0%

Revenue Over/(Under) Expenditures \$ 62,507 \$ 19,178 \$ (43,329)

Oil & Gas Reserve Fund	CURRENT MONTH		
BUDGET VS. ACTUAL REPORT (BAR)	FY 2019-20	FY 2019-20	% OF BUDGET
Month Ending November 30, 2020	BUDGET	NOV	NOV
Other Revenue	\$ 196	\$ 48	24.5%
Other Financing Sources	\$ 5,000	\$ 9,648	193.0%
TOTAL REVENUES	\$ 5,196	\$ 9,696	186.6%
Other Financing Uses	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$ -	\$ -	0.0%

Revenue Over/(Under) Expenditures \$ 5,196 \$ 9,696

111-OIL GAS RESERVE FUND

OIL & GAS RESERVE		OCT	NOV		YTD	Original Budget	Ovr/(Under)	16.7%
Account Number	Account Description	Actual	Budget	Actual	Actual		Budget	% of Budget
00.4800	Other Rev:Interest Investment	57	196	48	106	2,507	(2,402)	4.2%
Total Other Revenue		57	196	48	106	2,507	(2,402)	4.2%
00.4900	Transfer In	9,425	5,000	9,648	19,073	60,000	(40,927)	31.8%
Other Financing Sources		9,425	5,000	9,648	19,073	60,000	(40,927)	31.8%
00.8100	Issuance Cost Expense	-	-	-	-	-	-	0.0%
Total Issuance Cost		-	-	-	-	-	-	0.0%
00.9700	Transfer Out	-	-	-	-	-	-	0.0%
Other Financing Uses		-	-	-	-	-	-	0.0%
TOTAL REVENUE		9,483	5,196	9,696	19,178	62,507		

112 - FIRE TRUCK FUND

12/10/2020

FIRE TRUCK FUND	<i>Year to Date</i>				
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	OVER/(UNDER)	% OF BUDGET	
<i>YTD Ending October 31, 2020</i>	BUDGET	YTD	BUDGET	YTD	
Other Revenue	\$ -	\$ -	\$ -		0.0%
Other Sources	\$ -	\$ -	\$ -		0.0%
TOTAL REVENUES	\$ -	\$ -	\$ -		0.0%
Capital	\$ -	\$ -	\$ -		0.0%
Other Uses	\$ -	\$ 21	\$ 21		0.0%
TOTAL EXPENDITURES	\$ -	\$ 21	\$ 21		0.0%

Revenue Over/(Under) Expenditures \$ - \$ (21)

FIRE TRUCK FUND	<i>CURRENT MONTH</i>		
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	% OF BUDGET
<i>Month Ending October 31, 2020</i>	BUDGET	OCT	OCT
Other Revenue	\$ -	\$ -	0.0%
Other Sources	\$ -	\$ -	0.0%
TOTAL REVENUES	\$ -	\$ -	0.0%
Capital	\$ -	\$ -	0.0%
Other Uses	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$ -	\$ -	0.0%

Revenue Over/(Under) Expenditures \$ - \$ -

112 - FIRE TRUCK FUND

8.3%

112-Fire Truck Fund Details		OCT		YTD	TOTAL	Over/ (Under)	
Account Number	Account Description	Budget	Actual	Actual	Budget	Budget	% of Budget
00.4800	Other Rev:Interest on Invest			\$ -	-	\$ -	0.0%
Total Other Revenue		\$ -	\$ -	\$ -	-	\$ -	0.0%
00.4900	Transfer-In	\$ -		\$ -	-	\$ -	0.0%
Total Other Revenue		\$ -	\$ -	\$ -	-	\$ -	0.0%
TOTAL REVENUE		\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
50.9350	Capital Outlay:Equipment	\$ -	\$ -	\$ -	-	\$ -	0.0%
Total Capital		\$ -	\$ -	\$ -	-	\$ -	0.0%
40.9700	Transfer Out	\$ -	\$ 21	\$ 21	-	\$ 21	0.0%
Total Other Uses		\$ -	\$ 21	\$ 21	-	\$ 21	0.0%
TOTAL EXPENSES		\$ -	\$ 21	\$ 21	\$ -	\$ 21	0.0%
Revenue Over/(Under) Expenditures		\$ -	\$ (21)	\$ (21)	-		

115 - COURT SECURITY FUND

12/10/2020

COURT SECURITY FUND	Year to Date				
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	OVER/(UNDER)	% OF BUDGET	
YTD Ending November 30, 2020	BUDGET	YTD	BUDGET	YTD	
Fines & Fees	\$ 7,800	\$ 1,921	\$ (5,879)	24.6%	
Other Revenue	\$ 240	\$ 61	\$ (179)	25.2%	
TOTAL REVENUES	\$ 8,040	\$ 1,982	\$ (6,058)	24.6%	
Salary & Wages	\$ 2,218	\$ -	\$ (2,218)	0.0%	
Taxes & Benefits	\$ 164	\$ -	\$ (164)	0.0%	
Training & Travel	\$ 625	\$ -	\$ (625)	0.0%	
Materials & Supplies	\$ 1,500	\$ -	\$ (1,500)	0.0%	
Other	\$ -	\$ -	\$ -	0.0%	
Capital	\$ -	\$ -	\$ -	0.0%	
TOTAL EXPENDITURES	\$ 4,507	\$ -	\$ (4,507)	0.0%	

Revenue Over/(Under) Expenditures \$ 3,533 \$ 1,982

COURT SECURITY FUND	CURRENT MONTH		
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	% OF BUDGET
Month Ending November 30, 2020	BUDGET	NOV	NOV
Fines & Fees	\$ 650	\$ 916	140.9%
Other Revenue	\$ 20	\$ 13	66.2%
TOTAL REVENUES	\$ 670	\$ 929	138.6%
Salary & Wages	\$ 171	\$ -	0.0%
Taxes & Benefits	\$ 13	\$ -	0.0%
Training & Travel	\$ 52	\$ -	0.0%
Materials & Supplies	\$ -	\$ -	0.0%
Other	\$ -	\$ -	0.0%
Capital	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$ 235	\$ -	0.0%

Revenue Over/(Under) Expenditures \$ 435 \$ 929

115 - COURT SECURITY FUND

16.7%

115-Court Security Fund Details		OCT	NOV		YTD	Original	Over/ (Under)	
Account Number	Account Description	Actual	Budget	Actual	Actual	Budget	Budget	% of Budget
00.4220	Municipal Court: Fees-Court	1,005	650	916	1,921	7,800	(5,879)	24.6%
Total Fines & Fees		1,005	650	916	1,921	7,800	(5,879)	24.6%
00.4800	Other Rev:Interest on Invest	47	20	13	61	240	(179)	25.2%
Total Other Revenue		47	20	13	61	240	(179)	25.2%
TOTAL REVENUE		1,053	670	929	1,982	8,040	(6,058)	24.6%
50.6000	Personl:SalariesFull/PartTime	-	171	-	-	2,218	(2,218)	0.0%
50.6020	Personnel:Salaries Overtime	-	-	-	-	-	-	0.0%
50.6036	Personnel:Supplements	-	-	-	-	-	-	0.0%
Total Salary & Wages		-	171	-	-	2,218	(2,218)	0.0%
50.6030	Personnel:FICA(SS) & MediCare	-	13	-	-	164	(164)	0.0%
Total Taxes & Benefits		-	13	-	-	164	(164)	0.0%
50.6100	Training & Travel	-	52	-	-	625	(625)	0.0%
Total Travel & Training		-	52	-	-	625	(625)	0.0%
50.6220	Mat/Supplies - Court Security	-	-	-	-	-	-	0.0%
50.6270	Mat/Supplies:Emergency Eqpt	-	-	-	-	-	-	0.0%
50.6300	Mat/Supplies:Uniforms	-	-	-	-	1,500	(1,500)	0.0%
Total Materials & Supplies		-	-	-	-	1,500	(1,500)	0.0%
50.8070	Other - Miscellaneous	-	-	-	-	-	-	0.0%
Total Other		-	-	-	-	-	-	0.0%
50.9350	Capital Outlay:Equipment	-	-	-	-	-	-	0.0%
Total Capital		-	-	-	-	-	-	0.0%
TOTAL EXPENSES		-	235	-	-	4,507	(4,507)	0.0%

Revenue Over/(Under) Expenditures	1,053	435	929	1,982	3,533
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COURT AUTOMATION FUND		Year to Date			
BUDGET VS. ACTUAL REPORT (BAR)		FY 2020-21	FY 2020-21	OVER/(UNDER)	% OF BUDGET
YTD Ending November 30, 2020		BUDGET	YTD	BUDGET	YTD
Fines & Fees	\$	10,800	\$ 1,673	\$ (9,127)	15.5%
Other Revenue	\$	1,200	\$ 278	\$ (922)	23.1%
TOTAL REVENUES	\$	12,000	\$ 1,951	\$ (10,049)	16.3%
Training & Travel	\$	-	\$ -	\$ -	0.0%
Materials & Supplies	\$	5,530	\$ -	\$ (5,530)	0.0%
Consultants	\$	-	\$ -	\$ -	0.0%
Contractual	\$	11,756	\$ 327	\$ (11,430)	2.8%
Other	\$	-	\$ -	\$ -	0.0%
Capital Outlay	\$	-	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$	17,286	\$ 327	\$ (16,960)	1.9%

Revenue Over/(Under) Expenditures \$ (5,286) \$ 1,624

COURT AUTOMATION FUND		CURRENT MONTH		
BUDGET VS. ACTUAL REPORT (BAR)		FY 2020-21	FY 2020-21	% OF BUDGET
Month Ending November 30, 2020		BUDGET	NOV	NOV
Fines & Fees	\$	900	\$ 802	89.1%
Other Revenue	\$	100	\$ 59	59.1%
TOTAL REVENUES	\$	1,000	\$ 861	86.1%
Training & Travel	\$	-	\$ -	0.0%
Materials & Supplies	\$	3,280	\$ -	0.0%
Consultants	\$	-	\$ -	0.0%
Contractual	\$	980	\$ 44	4.5%
Other	\$	-	\$ -	0.0%
Capital Outlay	\$	-	\$ -	0.0%
TOTAL EXPENDITURES	\$	4,260	\$ 44	1.0%

Revenue Over/(Under) Expenditures \$ (3,260) \$ 818

118 - COURT AUTOMATION FUND

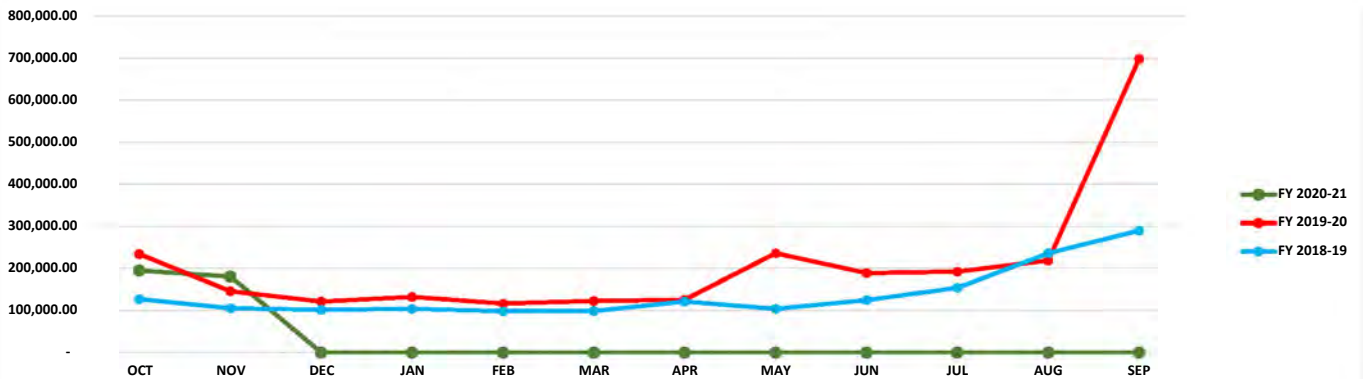
COURT AUTOMATION FUND DETAILS		OCT	NOV		YTD	Original	Over/(Under)	16.7%
Account Number	Account Description	Actual	Budget	Actual	Actual	Budget	Budget	% of Budget
00.4230	Municipal Court: Fees-Court	871	900	802	1,673	10,800	(9,127)	15.5%
Total Fines & Fees		871	900	802	1,673	10,800	(9,127)	15.5%
00.4800	Other Rev:Interest in Invest	218	100	59	278	1,200	(922)	23.1%
00.4897	Other Rev:Grant CARES Act	-	-	-	-	-	-	0.0%
Total Other Revenue		218	100	59	278	1,200	(922)	23.1%
TOTAL REVENUE		1,089	1,000	861	1,951	12,000	(10,049)	16.3%
30.6100	Training & Travel	-	-	-	-	-	-	0.0%
Total Training & Travel		-	-	-	-	-	-	0.0%
30.6215	Mat/Supplies: Office/Computer	-	-	-	-	-	-	0.0%
30.6225	Mat/Supplies: Court Automation	-	-	-	-	2,250	(2,250)	0.0%
30.6230	Mat/Supplies: Office Equipment	-	3,280	-	-	3,280	(3,280)	0.0%
Total Materials & Supplies		-	3,280	-	-	5,530	(5,530)	0.0%
30.7040	Consultants: Computer Softwar	-	-	-	-	-	-	0.0%
Total Consultants		-	-	-	-	-	-	0.0%
30.7300	Contractual: Computer System	283	980	44	327	11,756	(11,430)	2.8%
Total Contractual		283	980	44	327	11,756	(11,430)	2.8%
30.8070	Other: Miscellaneous	-	-	-	-	-	-	0.0%
Total Other		-	-	-	-	-	-	0.0%
30.9010	Capital Outlay:Computer/Off Eq	-	-	-	-	-	-	0.0%
30.9030	Capital Outlay:Court Equipment	-	-	-	-	-	-	0.0%
Total Capital Outlay		-	-	-	-	-	-	0.0%
TOTAL EXPENSES		283	4,260	44	327	17,286	(16,960)	1.9%
Revenue Over/(Under) Expenditures		807	(3,260)	818	1,624	(5,286)		

Enterprise Fund	Year to Date						
	FY 2020-21		FY 2020-21		FY 2019-20		FY 2018-19
	BUDGET	YTD	BUDGET	YTD	YTD	YTD	
BUDGET VS. ACTUAL REPORT (BAR)							
<i>YTD Ending November 30, 2020</i>							
Water/Sewer Sales & Fees	\$ 1,706,898	\$ 339,459	\$ (1,367,439)	19.9%	\$ 343,671	\$ 203,863	
Charges for Service	\$ 188,654	\$ 31,178	\$ (157,475)	16.5%	\$ 31,203	\$ 28,127	
Other Revenue	\$ 37,081	\$ 4,790	\$ (32,291)	12.9%	\$ 4,823	\$ -	
Other Financing Sources	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	
TOTAL REVENUES	\$ 1,932,633	\$ 375,428	\$ (1,557,205)	19.4%	\$ 379,697	\$ 231,990	

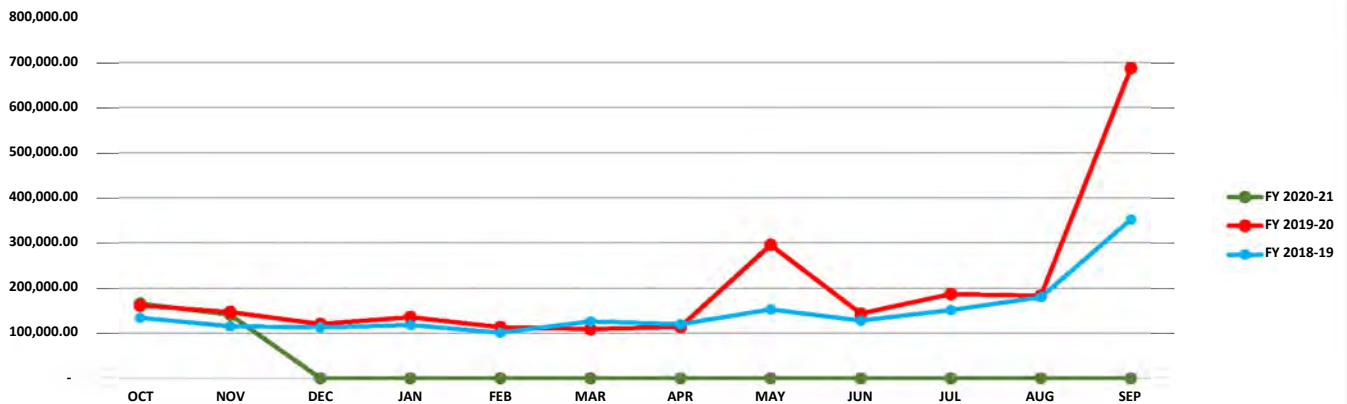
Salary & Wages	\$ 271,827	\$ 51,999	\$ (219,828)	19.1%	\$ 46,221	\$ 41,868
Taxes & Benefits	\$ 126,487	\$ 21,121	\$ (105,366)	16.7%	\$ 18,335	\$ 16,977
Training & Travel	\$ 7,179	\$ 575	\$ (6,604)	8.0%	\$ 148	\$ 1,027
Materials & Supplies	\$ 51,406	\$ 3,733	\$ (47,673)	7.3%	\$ 2,117	\$ 5,709
Utilities	\$ 15,238	\$ 3,844	\$ (11,394)	25.2%	\$ 2,338	\$ 4,541
Maintenance	\$ 47,169	\$ 74	\$ (47,095)	0.2%	\$ -	\$ 418
Consultants	\$ 10,600	\$ 54	\$ (10,546)	0.5%	\$ 525	\$ -
Contractual	\$ 1,067,513	\$ 205,493	\$ (862,020)	19.2%	\$ 217,763	\$ 166,956
Debt	\$ 91,843	\$ -	\$ (91,843)	0.0%	\$ -	\$ -
Other	\$ 280,979	\$ 19,086	\$ (261,893)	6.8%	\$ 20,333	\$ 11,941
Capital Outlay	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -
Transfer Out	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -
TOTAL EXPENDITURES	\$ 1,970,240	\$ 305,979	\$ (1,664,261)	15.5%	\$ 307,779	\$ 249,436

Revenue Over/(Under) Expenditures	\$ (37,608)	\$ 69,448	\$ 107,056	\$ 71,918	\$ (17,446)
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TOTAL REVENUE: HISTORICAL TREND



TOTAL EXPENSES: HISTORICAL TREND

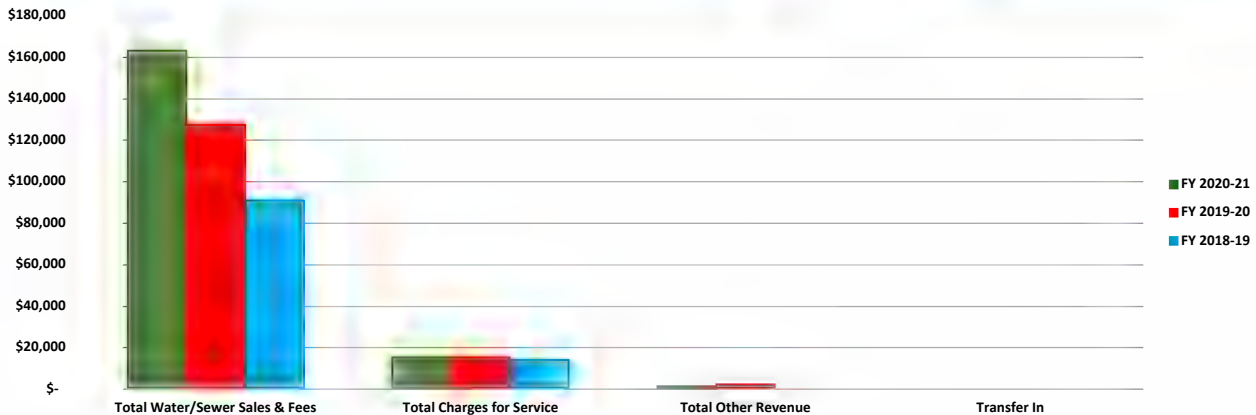


Enterprise Fund	CURRENT MONTH				
	BUDGET VS. ACTUAL REPORT (BAR)				
	FY 2020-21	FY 2020-21	% OF BUDGET	FY 2019-20	FY 2018-19
Month Ending November 30, 2020	BUDGET	NOV	NOV	NOV	NOV
Total Water/Sewer Sales & Fees	\$ 124,612	\$ 163,350	131.1%	\$ 127,551	\$ 91,019
Total Charges for Service	\$ 15,721	\$ 15,599	99.2%	\$ 15,593	\$ 14,067
Total Other Revenue	\$ 1,506	\$ 1,686	111.9%	\$ 2,455	\$ -
Transfer In	\$ -	\$ -	0.0%	\$ -	\$ -
TOTAL REVENUES	\$ 141,839	\$ 180,635	127.4%	\$ 145,598	\$ 105,085

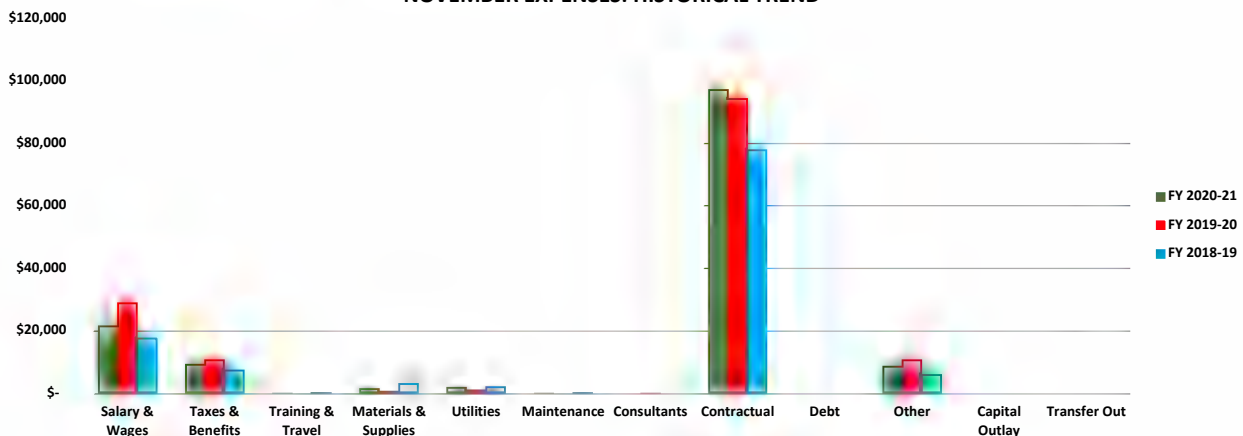
Salary & Wages	\$ 21,567	\$ 21,650	100.4%	\$ 28,975	\$ 17,656
Taxes & Benefits	\$ 9,939	\$ 9,313	93.7%	\$ 10,801	\$ 7,498
Training & Travel	\$ 598	\$ 150	25.1%	\$ -	\$ 359
Materials & Supplies	\$ 4,284	\$ 1,460	34.1%	\$ 714	\$ 3,308
Utilities	\$ 1,189	\$ 1,963	165.1%	\$ 1,168	\$ 2,164
Maintenance	\$ 3,447	\$ 50	1.5%	\$ -	\$ 254
Consultants	\$ 333	\$ -	0.0%	\$ 80	\$ -
Contractual	\$ 77,722	\$ 97,237	125.1%	\$ 94,214	\$ 77,979
Debt	\$ -	\$ -	0.0%	\$ -	\$ -
Other	\$ 9,665	\$ 8,710	90.1%	\$ 10,718	\$ 6,105
Capital Outlay	\$ -	\$ -	0.0%	\$ -	\$ -
Transfer Out	\$ -	\$ -	0.0%	\$ -	\$ -
TOTAL EXPENDITURES	\$ 128,744	\$ 140,533	109.2%	\$ 146,670	\$ 115,323

Revenue Over/(Under) Expenditures	\$ 13,095	\$ 40,101	\$ (1,072)	\$ (10,238)
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NOVEMBER REVENUE: HISTORICAL TREND



NOVEMBER EXPENSES: HISTORICAL TREND



120 - ENTERPRISE FUND

16.7%

ENTERPRISE FUND DETAILS		OCT	NOV		YTD	Amended Budget	Over/(Under) Budget	% of Budget	Original Budget	Original Budget vs Amended Budget
Account Number	Account Description	Actual	Budget	Actual	Actual					
00.4300	Water Sales: Billed	116,621	75,012	103,986	220,607	1,081,723	(861,116)	20.4%	1,081,723	\$ -
00.4305	Sewer Sales: Billed	59,314	49,400	58,782	118,096	621,645	(503,549)	19.0%	621,645	\$ -
00.4315	Permits & Fees:Connection Fees	175	200	46	221	2,400	(2,179)	9.2%	2,400	\$ -
00.4318	Permits & Fees:Sewer Tap Fee	-	-	130	130	130	-	100.0%	130	\$ -
00.4320	Permits & Fees:Meter & Tap Fee	-	-	405	405	1,000	(595)	40.5%	1,000	\$ -
Total Water/Sewer Sales & Fees		176,110	124,612	163,350	339,459	1,706,898	(1,367,439)	19.9%	1,706,898	\$ -
00.4465	Chrg for Serv:Refuse Collectio	14,717	14,849	14,735	29,452	178,190	(148,737)	16.5%	178,190	\$ -
00.4470	Chrg for Serv:Haz Waste Collection Fee	862	872	864	1,726	10,464	(8,738)	16.5%	10,464	\$ -
Total Charges for Service		15,579	15,721	15,599	31,178	188,654	(157,475)	16.5%	188,654	\$ -
00.4800	Other Rev:Int from Investments	262	50	109	371	600	(229)	61.8%	600	\$ -
00.4805	Other Rev:Delinquent Charge	2,629	1,246	1,352	3,981	17,069	(13,088)	23.3%	17,069	\$ -
00.4810	Other Rev:Cellular Tower Lease	-	-	-	-	16,896	(16,896)	0.0%	16,896	\$ -
00.4815	Other Rev:Online Payment Fees	211	165	192	403	1,980	(1,577)	20.4%	1,980	\$ -
00.4816	Other Rev: Sales Tax Discount	3	3	3	6	36	(30)	15.7%	36	\$ -
00.4820	Other Rev: Eqpt Damage Reimburs	-	42	-	-	500	(500)	0.0%	500	\$ -
00.4897	Other Rev: Grant Cares Act	-	-	-	-	-	-	0.0%	-	\$ -
00.4890	Other Rev: Miscellaneous	-	-	30	30	-	30	0.0%	-	\$ -
00.4895	Other Rev: Contributed Capital	-	-	-	-	-	-	0.0%	-	\$ -
Total Other Revenue		3,104	1,506	1,686	4,790	37,081	(32,291)	12.9%	37,081	\$ -
00.4900	Transfer In	-	-	-	-	-	-	0.0%	-	\$ -
00.4955	Lease Proceeds	-	-	-	-	-	-	0.0%	-	\$ -
00.4960	Proceeds from Sale	-	-	-	-	-	-	0.0%	-	\$ -
00.4970	Liability Forgiveness	-	-	-	-	-	-	0.0%	-	\$ -
Total Other Financing Sources		-	-	-	-	-	-	0.0%	-	\$ -
TOTAL REVENUES		194,793	141,839	180,635	375,428	1,932,633	(1,557,205)	19.4%	1,932,633	\$ -
40.6000	Personnel:Salaries Full Time	27,008	18,340	18,431	45,439	238,425	(192,986)	19.1%	238,425	\$ -
40.6005	Personnel:Salaries Part Time	-	-	-	-	-	-	0.0%	-	\$ -
40.6015	Personnel:Salaries Standby	1,127	761	759	1,885	9,887	(8,002)	19.1%	9,887	\$ -
40.6020	Personnel:Salaries Overtime	501	340	343	844	4,423	(3,580)	19.1%	4,423	\$ -
40.6025	Personnel:Salaries Sick Leave	-	-	-	-	3,087	(3,087)	0.0%	3,087	\$ -
40.6036	Personnel:Supplements	1,714	1,157	1,157	2,870	15,036	(12,166)	19.1%	15,036	\$ -
40.6050	Personnel:Service Pay-Longevit	-	969	961	961	969	(8)	99.2%	969	\$ -
Total Salary & Wages		30,349	21,567	21,650	51,999	271,827	(219,828)	19.1%	271,827	\$ -

120 - ENTERPRISE FUND

16.7%

ENTERPRISE FUND DETAILS		OCT	NOV		YTD	Amended Budget	Over/(Under) Budget	% of Budget	Original Budget	Original Budget vs Amended Budget
Account Number	Account Description	Actual	Budget	Actual	Actual					
40.6027	Personnel: Pre-Employment Screening	-	-	-	-	-	-	0.0%	-	\$ -
40.6030	Personnel:FICA(SS) & MediCare	2,206	1,547	1,538	3,743	20,115	(16,372)	18.6%	20,115	\$ -
40.6031	Personnel: SUTA Taxes	-	-	-	-	407	(407)	0.0%	407	\$ -
40.6042	Personnel:ER-Life/AD&D Ins	14	15	14	29	178	(149)	16.3%	178	\$ -
40.6045	Personnel:TMRS	6,410	4,769	4,572	10,982	61,997	(51,015)	17.7%	61,997	\$ -
40.6046	Personnel:ER Long Term Disab	64	71	71	135	848	(713)	16.0%	848	\$ -
40.6047	Personnel:Employee Health Ins	2,792	3,196	2,792	5,585	38,349	(32,764)	14.6%	38,349	\$ -
40.6048	Personnel:HSA/HRA	286	302	286	572	3,625	(3,054)	15.8%	3,625	\$ -
40.6049	Personnel:ER Short Term Disab	36	39	39	74	468	(393)	15.9%	468	\$ -
40.6099	Personnel:TMRS OPED Supplemental Exp	-	-	-	-	500	(500)	0.0%	500	\$ -
Total Taxes & Benefits		11,807	9,939	9,313	21,121	126,487	(105,366)	16.7%	126,487	\$ -
40.6100	Training & Travel	425	598	150	575	7,179	(6,604)	8.0%	7,179	\$ -
Total Training & Travel		425	598	150	575	7,179	(6,604)	8.0%	7,179	\$ -
40.6205	Mat/Supplies: Legal Notices	-	-	-	-	-	-	0.0%	-	\$ -
40.6215	Mat/Supplies: Office Supplies	-	-	-	-	-	-	0.0%	-	\$ -
40.6230	Mat/Supplies: Office Equipmen	477	4	-	477	50	427	955.0%	(400)	\$ 450
40.6235	Mat/Supplies: Records Mgmt	-	67	-	-	800	(800)	0.0%	800	\$ -
40.6240	Mat/Supplies: Printing	384	398	384	768	4,780	(4,012)	16.1%	4,780	\$ -
40.6245	Mat/Supplies: Postage	442	475	439	881	5,700	(4,819)	15.5%	5,700	\$ -
40.6250	Mat/Supplies: Water Systems	75	2,543	-	75	30,520	(30,445)	0.2%	30,520	\$ -
40.6275	Mat/Supplies: Equipment	-	-	-	-	-	-	0.0%	-	\$ -
40.6276	Mat/Supplies: Furnishings	566	54	-	566	650	(84)	87.0%	650	\$ -
40.6300	Mat/Supplies: Uniforms	111	203	127	238	2,438	(2,200)	9.8%	2,438	\$ -
40.6350	Mat/Supplies: Fuel	91	177	210	301	2,124	(1,823)	14.2%	2,124	\$ -
40.6355	Mat/Supplies: Fuel-W/S Equipm	-	42	-	-	500	(500)	0.0%	500	\$ -
40.6400	Mat/Supplies: Tools & Supplies	126	140	301	427	1,675	(1,248)	25.5%	1,675	\$ -
40.6410	Mat/Supplies: Weed & Pest Control	-	6	-	-	69	(69)	0.0%	69	\$ -
40.6450	Mat/Supplies: Testing Supplies	-	175	-	-	2,100	(2,100)	0.0%	2,100	\$ -
Total Materials & Supplies		2,273	4,284	1,460	3,733	51,406	(47,673)	7.3%	50,956	\$ 450
40.6500	Utilities:Electricity	1,708	1,009	1,788	3,495	13,078	(9,583)	26.7%	13,078	\$ -
40.6510	Utilities:Telephone	99	100	99	198	1,200	(1,002)	16.5%	1,200	\$ -
40.6520	Utilities:Mobile Data Terminal	75	80	77	151	960	(809)	15.7%	960	\$ -
Total Utilities		1,881	1,189	1,963	3,844	15,238	(11,394)	25.2%	15,238	\$ -
40.6805	Maintenance:Vehicles	4	403	5	8	4,840	(4,832)	0.2%	4,840	\$ -
40.6810	Maintenance:Blgs/Ground/Park	20	-	-	20	-	20	0.0%	-	\$ -
40.6815	Maintenance:Office Equipment	-	-	-	-	-	-	0.0%	-	\$ -
40.6825	Maintenance:Equipment	-	208	-	-	2,500	(2,500)	0.0%	2,500	\$ -
40.6900	Maintenance:Water Tank	-	-	-	-	5,800	(5,800)	0.0%	5,800	\$ -
40.6905	Maintenance:Water Pumps/Motors	-	586	-	-	7,029	(7,029)	0.0%	7,029	\$ -
40.6910	Maintenance:Water Distribution	-	2,083	45	45	25,000	(24,955)	0.2%	25,000	\$ -
40.6915	Maintenance:Meter & Serv Lines	-	-	-	-	-	-	0.0%	-	\$ -
40.6925	Maintenance:Sewer Collection	-	167	-	-	2,000	(2,000)	0.0%	2,000	\$ -
Total Maintenance		24	3,447	50	74	47,169	(47,095)	0.2%	47,169	\$ -

120 - ENTERPRISE FUND

16.7%

ENTERPRISE FUND DETAILS		OCT	NOV		YTD	Amended Budget	Over/(Under) Budget	% of Budget	Original Budget	Original Budget vs Amended Budget
Account Number	Account Description	Actual	Budget	Actual	Actual					
40.7015	Consultants:Legal-Regular	54	250	-	54	3,000	(2,946)	1.8%	3,000	\$ -
40.7025	Consultants: Auditor	-	-	-	-	6,600	(6,600)	0.0%	6,600	\$ -
40.7030	Consultants:Engineer-Regular	-	83	-	-	1,000	(1,000)	0.0%	1,000	\$ -
40.7095	Consultants:Other	-	-	-	-	-	-	0.0%	-	\$ -
Total Consultants		54	333	-	54	10,600	(10,546)	0.5%	10,600	\$ -
40.7225	Contractual:Credit Card Proces	1,343	818	991	2,334	9,812	(7,479)	23.8%	9,812	\$ -
40.7226	Contractual:Call Notification Fees	4	20	-	4	85	(81)	4.7%	85	\$ -
40.7300	Contractual:Computer System	1,431	1,392	137	1,568	16,709	(15,141)	9.4%	16,709	\$ -
40.7415	Contractual:Contract Labor	-	-	-	-	-	-	0.0%	-	\$ -
40.7505	Contractual:Liability Insur	774	-	-	774	2,804	(2,029)	27.6%	2,804	\$ -
40.7510	Contractual:Worker's Compens	371	-	-	371	3,033	(2,662)	12.2%	3,033	\$ -
40.7600	Contractual:Refuse Collectio	13,304	13,452	13,321	26,625	166,191	(139,566)	16.0%	166,191	\$ -
40.7601	Contractual:Haz Waste Collection	770	776	769	1,539	9,418	(7,879)	16.3%	9,418	\$ -
40.7605	Contractual:Water System Fee	-	2,587	2,587	2,587	2,587	-	100.0%	2,587	\$ -
40.7615	Contractual:Sewer Treatment	33,163	27,137	32,778	65,941	356,438	(290,497)	18.5%	356,438	\$ -
40.7650	Contractual:Water Purchase	57,024	31,480	46,399	103,423	499,016	(395,594)	20.7%	499,016	\$ -
40.7655	Contractual:Water Testing	74	60	254	328	1,420	(1,092)	23.1%	1,420	\$ -
Total Contractual		108,256	77,722	97,237	205,493	1,067,513	(862,020)	19.2%	1,067,513	\$ -
40.7834	Capital Lease: Principal Expense	-	-	-	-	78,863	(78,863)	0.0%	78,863	\$ -
40.7835	Capital Lease: Interest Expense	-	-	-	-	12,980	(12,980)	0.0%	12,980	\$ -
Total Debt		-	-	-	-	91,843	(91,843)	0.0%	91,843	\$ -
40.8005	W/S Cost Recovery Fee	5,500	5,500	5,500	11,000	66,000	(55,000)	16.7%	66,000	\$ -
40.8006	W/S Overhead Cost Recovery Fee	4,851	3,891	3,185	8,036	46,689	(38,653)	17.2%	46,689	\$ -
40.8010	Other:Membership & Dues	-	20	-	-	240	(240)	0.0%	240	\$ -
40.8020	Other:Meetings	-	-	-	-	-	-	0.0%	-	\$ -
40.8025	Other:Mileage Reimbursement	-	4	-	-	50	(50)	0.0%	50	\$ -
40.8028	Other:Cell Phone Reimbursement	25	25	25	50	300	(250)	16.7%	300	\$ -
40.8030	Other:Northern Trinity GWCD	-	167	-	-	2,000	(2,000)	0.0%	2,000	\$ -
40.8060	Other:Depreciation Exp	-	-	-	-	165,000	(165,000)	0.0%	13,750	\$ 151,250
40.8070	Other:Miscellaneous	-	8	-	-	100	(100)	0.0%	151,258	\$ (151,158)
40.8085	Other: Interest on Cash Deficit	-	50	-	-	600	(600)	0.0%	142	\$ 458
40.8100	Other:Cash-Short/Over	-	-	-	-	-	-	0.0%	550	\$ (550)
Total Other		10,376	9,665	8,710	19,086	280,979	(261,893)	6.8%	280,979	\$ 0
40.9010	Capital Outlay-Computer/Off Eq	-	-	-	-	-	-	0.0%	-	\$ -
40.9100	Capital Outlay - Vehicles	-	-	-	-	-	-	0.0%	-	\$ -
40.9200	Capital Outlay - Water System	-	-	-	-	-	-	0.0%	-	\$ -
40.9205	Capital Outlay - Sewer System	-	-	-	-	-	-	0.0%	-	\$ -
40.9350	Capital Outlay - Equipment	-	-	-	-	-	-	0.0%	-	\$ -
Total Capital Outlay		-	-	-	-	-	-	0.0%	-	\$ -
00.9700	Transfer Out	-	-	-	-	-	-	0.0%	-	\$ -
Total Transfer Out		-	-	-	-	-	-	0.0%	-	\$ -
TOTAL EXPENSES		165,446	128,744	140,533	305,979	1,970,240	(1,664,261)	15.5%	1,969,790	\$ 450

Revenue Over/(Under) Expenditures	29,347	13,095	40,101	69,448	(37,608)	(37,158)	(450)
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130 - PARK FUND

12/10/2020

Park Fund	Year to Date			
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	OVER/(UNDER)	% OF BUDGET
<i>YTD Ending November 30, 2020</i>	BUDGET	YTD	YTD	YTD
Other Revenue	\$ 21	\$ 2	\$ (19)	8.4%
TOTAL REVENUES	\$ 21	\$ 2	\$ (19)	8.4%
Other Expenses	\$ -	\$ -	\$ -	0.0%
Other Financing Uses	\$ -	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	0.0%

Revenue Over/(Under) Expenditures \$ 21 \$ 2 \$ (19)

Park Fund	CURRENT MONTH		
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	% OF BUDGET
<i>Month Ending November 30, 2020</i>	BUDGET	NOV	NOV
Other Revenue	\$ 2	\$ 1	48.0%
TOTAL REVENUES	\$ 2	\$ 1	48.0%
Other Expenses	\$ -	\$ -	0.0%
Other Financing Uses	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$ -	\$ -	0.0%

Revenue Over/(Under) Expenditures \$ 2 \$ 1

130 - PARK FUND

PARK FUND DETAILS		OCT	NOV		YTD	Original	Ovr/(Under)	16.7%
Account Number	Account Description	Actual	Budget	Actual	Actual	Budget	Budget	% of Budget
00.4800	Other Revenue:Int from Investm	\$ 1	\$ 2	\$ 1	\$ 2	21	\$ (19)	8.4%
00.4890	Other Revenue:Miscellaneous	\$ -	\$ -		\$ -	-	\$ -	0.0%
Total Other Revenue		\$ 1	\$ 2	\$ 1	\$ 2	21	\$ (19)	8.4%
40.8070	Other: Misc	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
Total Other Expense		\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
40.9700	Transfer Out	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
Total Other Financing Uses		\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
Total Expenses		\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
Revenue Over/(Under) Expenditures		\$ 1	\$ 2	\$ 1	\$ 2	21		

CIP FUND-CAPITAL CDBG	Year to Date				
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	OVR/(UNDER)	% OF BUDGET	
YTD Ending November 30, 2020	BUDGET	YTD	BUDGET	YTD	
Other Revenue	\$ -	\$ -	\$ -	0.0%	
Other Financing Sources	\$ -	\$ -	\$ -	0.0%	
TOTAL REVENUES	\$ -	\$ -	\$ -	0.0%	
CDBG Projects	\$ -	\$ 375	\$ 375	0.0%	
Transfer Out	\$ -	\$ -	\$ -	0.0%	
TOTAL EXPENDITURES	\$ -	\$ 375	\$ 375	0.0%	

Revenue Over/(Under) Expenditures \$ - \$ (375) \$ (375)

CIP FUND-CAPITAL CDBG	CURRENT MONTH		
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	% OF BUDGET
Month Ending November 30, 2020	BUDGET	NOV	NOV
Other Revenue	\$ -	\$ -	0.0%
Other Financing Sources	\$ -	\$ -	0.0%
TOTAL REVENUES	\$ -	\$ -	0.0%
CDBG Projects	\$ -	\$ 375	0.0%
Transfer Out	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$ -	\$ 375	0.0%

Revenue Over/(Under) Expenditures \$ - \$ (375)

140 - CIP FUND-CAPITAL CDBG

CIP FUND CDBG DETAILS		OCT	NOV		YTD	Original Budget	Ovr/(Under)	16.7%
Account Number	Account Description	Actual	Budget	Actual	Actual		Budget	% of Budget
00.4895	Other Rev:Contributed Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total Other Revenue		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
00.4910	Transfer In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total Other Financing Sources		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
TOTAL REVENUE		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
00.6605	CDBG Projects	\$ -	\$ -	\$ 375	\$ 375	\$ -	\$ 375	0.0%
Total Capital Projects		\$ -	\$ -	\$ 375	\$ 375	\$ -	\$ 375	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		\$ -	\$ -	\$ 375	\$ 375	\$ -	\$ 375	0.0%
Revenue Over/(Under) Expenditures		\$ -	\$ -	\$ (375)	\$ (375)	\$ -		

141 - CIP FUND -STREETS

12/10/2020

CIP FUND-Streets	Year to Date				
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	OVR/(UNDER)	% OF BUDGET	
<i>YTD Ending November 30, 2020</i>	BUDGET	YTD	BUDGET	YTD	
Other Revenue	\$ -	\$ 15	\$ 15		0.0%
TOTAL REVENUES	\$ -	\$ 15	\$ 15		0.0%
Projects	\$ -	\$ -	\$ -		0.0%
Transfer Out	\$ 85,719	\$ 20,878	\$ (64,841)		24.4%
TOTAL EXPENDITURES	\$ 85,719	\$ 20,878	\$ (64,841)		24.4%

Revenue Over/(Under) Expenditures \$ (85,719) \$ (20,863) \$ 64,856

CIP FUND-Streets	CURRENT MONTH		
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	% OF BUDGET
<i>Month Ending November 30, 2020</i>	BUDGET	NOV	NOV
Other Revenue	\$ -	\$ 6	0.0%
TOTAL REVENUES	\$ -	\$ 6	0.0%
Projects	\$ -	\$ -	0.0%
Transfer Out	\$ -	\$ 20,878	0.0%
TOTAL EXPENDITURES	\$ -	\$ 20,878	0.0%

Revenue Over/(Under) Expenditures \$ - \$ (20,871)

Note: Funding Source was recorded in 2017 from the 2017 Bond proceeds

141 CIP FUND - STREETS

141 CIP FUND-Streets									16.7%
		OCT	NOV		YTD	Original Budget	Ovr/(Under) Amended Budget		
Account Number	Account Description	Actual	Budget	Actual	Actual			% of Budget	
00.4800	Other Revenue:GO 2017 Interest	\$ 8	\$ -	\$ 6	\$ 15	\$ -	\$ 15	0.0%	
Total Other Revenue		\$ 8	\$ -	\$ 6	\$ 15	\$ -	\$ 15	0.0%	
TOTAL REVENUE		\$ 8	\$ -	\$ 6	\$ 15	\$ -	\$ 15	0.0%	
00.6602	Streets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
Total Projects		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
00.9700	Transfer Out	\$ -	\$ -	\$ 20,878	\$ 20,878	\$ 85,719	\$ (64,841)	24.4%	
Total Transfer Out		\$ -	\$ -	\$ 20,878	\$ 20,878	\$ 85,719	\$ (64,841)	24.4%	
TOTAL EXPENSES		\$ -	\$ -	\$ 20,878	\$ 20,878	\$ 85,719	\$ (64,841)	24.4%	
Revenue Over/(Under) Expenditures		\$ 8	\$ -	\$ (20,871)	\$ (20,863)	\$ (85,719)			

142 - CIP FUND-City Hall

12/10/2020

CIP FUND-City Hall	Year to Date			
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	OVR/(UNDER)	% OF BUDGET
YTD Ending November 30, 2020	BUDGET	YTD	BUDGET	YTD
Other Revenue	\$ 1,641	\$ 271	\$ (1,370)	16.5%
TOTAL REVENUES	\$ 1,641	\$ 271	\$ (1,370)	16.5%
Projects	\$ 1,427,710	\$ 139,733	\$ (1,287,977)	9.8%
Other Financing Uses	\$ -	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$ 1,427,710	\$ 139,733	\$ (1,287,977)	9.8%

Revenue Over/(Under) Expenditures \$ (1,426,069) \$ (139,462) \$ 1,286,607

CIP FUND-City Hall	CURRENT MONTH		
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	% OF BUDGET
Month Ending November 30, 2020	BUDGET	NOV	NOV
Other Revenue	\$ 242	\$ 114	47.1%
TOTAL REVENUES	\$ 242	\$ 114	47.1%
Projects	\$ 150,000	\$ 137,383	91.6%
Other Financing Uses	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$ 150,000	\$ 137,383	91.6%

Revenue Over/(Under) Expenditures \$ (149,758) \$ (137,269)

Note: Funding Source was recorded in 2017 from the 2017 Bond proceeds

142 CIP FUND-City Hall

CIP FUND-City Hall Details		OCT	NOV		YTD	Original	Ovr/(Under)	16.7%
Account Number	Account Description	Actual	Budget	Actual	Actual	Budget	Budget	% of Budget
00.4800	Other Revenue:GO 2017 Interest	\$ 157	\$ 242	\$ 114	\$ 271	1,641	\$ (1,370)	16.5%
Total Other Revenue		\$ 157	\$ 242	\$ 114	\$ 271	1,641	\$ (1,370)	16.5%
TOTAL REVENUE		\$ 157	\$ 242	\$ 114	\$ 271	1,641	\$ (1,370)	16.5%
00.6602	City Hall	\$ 2,350	\$ 150,000	\$ 137,383	\$ 139,733	1,427,710	\$ (1,287,977)	9.8%
00.6603	Old City Hall	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
Total Projects		\$ 2,350	\$ 150,000	\$ 137,383	\$ 139,733	1,427,710	\$ (1,287,977)	9.8%
00.9700	Transfer Out	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
Other Financing Uses		\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
TOTAL EXPENSES		\$ 2,350	\$ 150,000	\$ 137,383	\$ 139,733	1,427,710	\$ (1,287,977)	9.8%

Revenue Over/(Under) Expenditures	\$ (2,193)	\$ (149,758)	\$ (137,269)	\$ (139,462)	(1,426,069)	\$ 1,286,607
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143 - Street Sales Tax Fund

12/10/2020

Street Sales Tax Fund	Year to Date			
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	OVR/(UNDER)	% OF BUDGET
<i>YTD Ending November 30, 2020</i>	BUDGET	YTD	BUDGET	YTD
Taxes	\$ 118,601	\$ 20,342	\$ (98,258)	17.2%
Other Revenue	\$ 1,016	\$ 49	\$ (967)	4.8%
Other Financing Sources	\$ 85,719	\$ 20,878	\$ (64,841)	24.4%
TOTAL REVENUES	\$ 205,336	\$ 41,269	\$ (164,067)	20.1%
Maintenance	\$ 40,000	\$ -	\$ (40,000)	0.0%
Capital Oulay	\$ 170,993	\$ 25,858	\$ (145,135)	15.1%
TOTAL EXPENDITURES	\$ 210,993	\$ 25,858	\$ (185,135)	12.3%

Revenue Over/(Under) Expenditures \$ (5,657) \$ 15,411 \$ 21,068

Street Sales Tax Fund	CURRENT MONTH		
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	% OF BUDGET
<i>Month Ending November 30, 2020</i>	BUDGET	NOV	NOV
Taxes	\$ 9,954	\$ 11,569	116.2%
Other Revenue	\$ 55	\$ 23	40.7%
Other Financing Sources	\$ -	\$ 20,878	0.0%
TOTAL REVENUES	\$ 10,009	\$ 32,469	324.4%
Maintenance	\$ 40,000	\$ -	0.0%
Capital Oulay	\$ 85,497	\$ 22,653	26.5%
TOTAL EXPENDITURES	\$ 125,497	\$ 22,653	18.1%

Revenue Over/(Under) Expenditures \$ (115,487) \$ 9,816

143 - Street Sales Tax Fund

Street Sales Tax Fund										16.7%	
Account Number	Account Description	OCT	NOV		YTD	Amended Budget	Ovr/(Under)		% of Budget	Original Budget	Amended Budget vs Original Budget
		Actual	Budget	Actual	Actual		Budget	Budget			
00.4025	Taxes - Sales Tax -Economic	\$ 8,773	\$ 9,954	\$ 11,569	\$ 20,342	118,601	\$ (98,258)	17.2%	118,601	-	
Total Taxes		\$ 8,773	\$ 9,954	\$ 11,569	\$ 20,342	118,601	\$ (98,258)	17.2%	\$ 118,601	\$ -	
00.4800	Other Rev:Interest on Invest	\$ 26	\$ 55	\$ 23	\$ 49	1,016	\$ (967)	4.8%	\$ 1,016	-	
Total Other Revenue		\$ 26	\$ 55	\$ 23	\$ 49	1,016	\$ (967)	4.8%	\$ 1,016	\$ -	
00.4900	Transfer-In	\$ -	\$ -	\$ 20,878	\$ 20,878	85,719	\$ (64,841)	24.4%	\$ 1	85,718	
Total Other Financing Sources		\$ -	\$ -	\$ 20,878	\$ 20,878	85,719	\$ (64,841)	24.4%	\$ 1	\$ 85,718	
TOTAL REVENUE		\$ 8,799	\$ 10,009	\$ 32,469	\$ 41,269	205,336	\$ (164,067)	20.1%	\$ 119,618	\$ 85,718	
00.6836	Maintenance: Cracked Sealing	\$ -	\$ 40,000	\$ -	\$ -	40,000	\$ (40,000)	0.0%	\$ 40,000	-	
TOTAL Maintenance		\$ -	\$ 40,000	\$ -	\$ -	40,000	\$ (40,000)	0.0%	\$ 40,000	\$ -	
40.9350	Capital Outlay: Street Project	\$ 3,205	\$ 85,497	\$ 22,653	\$ 25,858	170,993	\$ (145,135)	15.1%	\$ 170,993	-	
TOTAL CAPITAL OUTLAY		\$ 3,205	\$ 85,497	\$ 22,653	\$ 25,858	170,993	\$ (145,135)	15.1%	\$ 170,993	\$ -	
TOTAL EXPENSES		\$ 3,205	\$ 125,497	\$ 22,653	\$ 25,858	\$ 210,993	\$ (185,135)	12.3%	\$ 210,993	\$ -	
Revenue Over/(Under) Expenditures		\$ 5,594	\$ (115,487)	\$ 9,816	\$ 15,411	\$ (5,657)			\$ (91,375)	\$ 85,718	

145 - GRANT FUND

12/10/2020

GRANT FUND	<i>Year to Date</i>			
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	OVR/(UNDER)	% OF BUDGET
<i>YTD Ending November 30, 2020</i>	BUDGET	YTD	BUDGET	YTD
Grant Revenue	\$ 1,500	\$ -	\$ (1,500)	0.0%
TOTAL REVENUES	\$ 1,500	\$ -	\$ (1,500)	0.0%
Materials & Supplies	\$ 1,500	\$ 300	\$ (1,200)	20.0%
TOTAL EXPENDITURES	\$ 1,500	\$ 300	\$ (1,200)	20.0%

Revenue Over/(Under) Expenditures \$ - \$ (300) \$ (300)

GRANT FUND	<i>CURRENT MONTH</i>		
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	% OF BUDGET
<i>Month Ending November 30, 2020</i>	BUDGET	NOV	NOV
Grant Revenue	\$ -	\$ -	0.0%
TOTAL REVENUES	\$ -	\$ -	0.0%
Materials & Supplies	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$ -	\$ -	0.0%

Revenue Over/(Under) Expenditures \$ - \$ -

145 - GRANT FUND

12/10/2020

GRANT FUND DETAILS		OCT	NOV		TOTAL		Over/(Under)	16.7%
Account Number	Account Description	Actual	Budget	Actual	Budget	Actual	Budget	% of Budget
00.4884	Grant TC911 InterOperat	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
00.4885	Grant TC911 Dispatch	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
00.4886	Grant Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
00.4889	Grant Fire Dept	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
00.4890	Grant TX A&M Forest Serv	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
00.4898	GrantLEOSE LawEnforceOffStanEd	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ (1,500)	0.0%
Total Grant Revenue		\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ (1,500)	0.0%
00.6204	Grant TC911 InterOperat	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
00.6205	Grant TC911 Dispatch	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
00.6206	Grant Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
00.6208	GrantLEOSE LawEnforceOffStanEd	\$ 300	\$ -	\$ -	\$ 1,500	\$ 300	\$ (1,200)	20.0%
00.6209	Grant Fire Dept	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
00.6210	Grant TX A&M Forest Serv	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total Materials & Supplies		\$ 300	\$ -	\$ -	\$ 1,500	\$ 300	\$ (1,200)	20.0%

Revenue Over/(Under) Expenditures	\$ (300)	\$ -	\$ -	\$ -	\$ (300)
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150 - DEBT SERVICE FUND

12/10/2020

DEBT SERVICE FUND	Year to Date			
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	OVR/(UNDER)	% OF BUDGET
<i>YTD Ending November 30, 2020</i>	BUDGET	YTD	BUDGET	YTD
Taxes	\$ 306,609	\$ 43,752	\$ (262,857)	14.3%
Other Revenue	\$ 2,923	\$ 40	\$ (2,883)	1.4%
TOTAL REVENUES	\$ 309,533	\$ 43,792	\$ (265,741)	14.1%
Debt Service	\$ 304,788	\$ -	\$ (304,788)	0.0%
Other	\$ -	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$ 304,788	\$ -	\$ (304,788)	0.0%

Revenue Over/(Under) Expenditures \$ 4,745 \$ 43,792 \$ 39,047

DEBT SERVICE FUND	CURRENT MONTH		
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	% OF BUDGET
<i>Month Ending November 30, 2020</i>	BUDGET	NOV	NOV
Taxes	\$ 32,737	\$ 28,263	86.3%
Other Revenue	\$ 142	\$ 19	13.2%
TOTAL REVENUES	\$ 32,879	\$ 28,282	86.0%
Debt Service	\$ -	\$ -	0.0%
Other	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$ -	\$ -	0.0%

Revenue Over/(Under) Expenditures \$ 32,879 \$ 28,282

150 - DEBT SERVICE FUND

16.7%

DEBT FUND DETAILS		OCT	NOV		YTD	Original	Ovr/(Under)	
Account Number	Account Description	Actual	Budget	Actual	Actual	Budget	Budget	% of Budget
00.4000	Taxes: Property-I&S Curr Year	\$ 15,489	\$ 32,737	\$ 28,263	\$ 43,752	306,609	\$ (262,857)	14.3%
00.4005	Taxes: Property-I&S Prior Year	\$ -		\$ -	\$ -	-	\$ -	0.0%
Total Taxes		\$ 15,489	\$ 32,737	\$ 28,263	\$ 43,752	306,609	\$ (262,857)	14.3%
00.4800	Other Revenue-Int from Investm	\$ 21	\$ 142	\$ 19	\$ 40	2,923	\$ (2,883)	1.4%
Total Other Revenue		\$ 21	\$ 142	\$ 19	\$ 40	2,923	\$ (2,883)	1.4%
TOTAL REVENUE		\$ 15,510	\$ 32,879	\$ 28,282	\$ 43,792	309,533	\$ (265,741)	14.1%
40.7838	C.O. 2014 Principal	\$ -	\$ -	\$ -	\$ -	60,000	\$ (60,000)	0.0%
40.7839	C.O. 2014 Interest Expense	\$ -	\$ -	\$ -	\$ -	51,625	\$ (51,625)	0.0%
40.7840	G.O. 2017 Principal	\$ -	\$ -	\$ -	\$ -	80,000	\$ (80,000)	0.0%
40.7841	G.O. 2017 Interest Expense	\$ -	\$ -	\$ -	\$ -	113,163	\$ (113,163)	0.0%
Total Debt Service		\$ -	\$ -	\$ -	\$ -	304,788	\$ (304,788)	0.0%
40.8100	Debt Related Issuance Costs	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
40.8110	Bond Refunding-Escrow Agent	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
Total Other		\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
TOTAL EXPENSES		\$ -	\$ -	\$ -	\$ -	304,788	\$ -	0.0%

Revenue Over/(Under) Expenditures	\$ 15,510	\$ 32,879	\$ 28,282	\$ 43,792	4,745	\$ (265,741)
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180 - PRFDC FUND

12/10/2020

Parks & Rec. Facilities Development Corp (PRFDC) Fund	Year to Date			
	FY 2020-21	FY 2020-21	OVR/(UNDER)	% OF BUDGET
	BUDGET	YTD	BUDGET	YTD
BUDGET VS. ACTUAL REPORT (BAR)				
<i>YTD Ending November 30, 2020</i>				
Taxes	\$ 118,601	\$ 20,342	\$ (98,258)	17.2%
Other Revenue	\$ 4,200	\$ 734	\$ (3,466)	17.5%
Other Financing Sources	\$ -	\$ -	\$ -	0.0%
TOTAL REVENUES	\$ 122,801	\$ 21,076	\$ (101,725)	17.2%
Salary & Wages	\$ 32,813	\$ 4,887	\$ (27,926)	14.9%
Taxes & Benefits	\$ 12,179	\$ 2,549	\$ (9,630)	20.9%
Training	\$ 175	\$ 165	\$ (10)	94.3%
Materials & Supplies	\$ 2,497	\$ 341	\$ (2,156)	13.7%
Utilities	\$ 5,669	\$ 997	\$ (4,673)	17.6%
Maintenance	\$ 10,100	\$ 250	\$ (9,850)	2.5%
Consultants	\$ 12,000	\$ 1,886	\$ (10,114)	15.7%
Contractual	\$ 5,677	\$ 662	\$ (5,014)	11.7%
Other	\$ 8,315	\$ 98	\$ (8,217)	1.2%
Capital Outlay	\$ 27,180	\$ -	\$ (27,180)	0.0%
Transfer Out	\$ -	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$ 116,604	\$ 11,835	\$ (104,770)	10.1%

Revenue Over/(Under) Expenditures \$ 6,196 \$ 9,241 \$ 3,045

Parks & Rec. Facilities Development Corp (PRFDC) Fund	CURRENT MONTH		
	FY 2020-21	FY 2020-21	% OF BUDGET
	BUDGET	NOV	NOV
BUDGET VS. ACTUAL REPORT (BAR)			
<i>Month Ending November 30, 2020</i>			
Taxes	\$ 9,954	\$ 11,569	116.2%
Other Revenue	\$ 350	\$ 295	84.2%
Other Sources	\$ -	\$ -	0.0%
TOTAL REVENUES	\$ 10,304	\$ 11,864	115.1%
Salary & Wages	\$ 2,556	\$ 2,319	90.7%
Taxes & Benefits	\$ 959	\$ 1,220	127.3%
Training	\$ 15	\$ 165	1131.7%
Materials & Supplies	\$ 208	\$ 165	79.4%
Utilities	\$ 359	\$ 497	138.5%
Maintenance	\$ 842	\$ (350)	-41.6%
Consultants	\$ 1,000	\$ -	0.0%
Contractual	\$ 290	\$ 391	135.0%
Other	\$ 75	\$ 98	130.6%
Capital Outlay	\$ -	\$ -	0.0%
Transfer Out	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$ 6,303	\$ 4,506	71.5%

Revenue Over/(Under) Expenditures \$ 4,001 \$ 7,357

180 - PRFDC FUND

PRFDC FUND DETAILS		OCT	NOV		YTD	Original Budget	Ovr/(Under)	16.7%
Account Number	Account Description	Actual	Budget	Actual	Actual	Budget	Budget	% of Budget
00.4025	Taxes - Sales Tax - Economic D	\$ 8,773	\$ 9,954	\$ 11,569	\$ 20,342	118,601	\$ (98,258)	17.2%
Total Taxes		\$ 8,773	\$ 9,954	\$ 11,569	\$ 20,342	118,601	\$ (98,258)	17.2%
00.4800	Other Revenue: Int from Investm	\$ 304	\$ 350	\$ 295	\$ 599	4,200	\$ (3,601)	14.3%
00.4850	Other Rev: Historical Comm	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
00.4854	Other Rev: Grant Donations	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
00.4890	Other Rev: Misc Revenue	\$ 135	\$ -	\$ -	\$ 135	-	\$ 135	0.0%
00.4897	Other: Donation Day w/Law	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
00.4898	Other: Donation-Park Benches	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
00.4899	Other: Donations	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
Total Other Revenue		\$ 439	\$ 350	\$ 295	\$ 734	4,200	\$ (3,466)	17.5%
00.4900	Transfer In	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
00.4960	Proceeds from Sale	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
Total Other Financing Sources		\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
TOTAL REVENUES		\$ 9,213	\$ 10,304	\$ 11,864	\$ 21,076	122,801	\$ (101,725)	17.2%
40.6000	Personnel Salaries: Full Time	\$ 2,402	\$ 1,408	\$ 1,432	\$ 3,833	18,301	\$ (14,468)	20.9%
40.6005	Personnel Salaries: Part-time	\$ -	\$ 1,000	\$ 712	\$ 712	13,000	\$ (12,288)	5.5%
40.6020	Personnel Salaries: Overtime	\$ 114	\$ 65	\$ 93	\$ 207	848	\$ (641)	24.4%
40.6021	Personnel Salaries: Special Events OT	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
40.6025	Personnel Salaries: Sick Leave	\$ -	\$ -	\$ -	\$ -	238	\$ (238)	0.0%
40.6036	Personnel: Supplements	\$ 52	\$ 29	\$ 29	\$ 80	371	\$ (291)	21.6%
40.6050	Personnel Salaries: Longevity	\$ -	\$ 55	\$ 55	\$ 55	55	\$ -	100.0%
Total Salary & Wages		\$ 2,568	\$ 2,556	\$ 2,319	\$ 4,887	32,813	\$ (27,926)	14.9%
40.6027	Personnel: Pre-Employment Screening	\$ -	\$ -	\$ 108	\$ 108	-	\$ 108	0.0%
40.6030	Personnel: FICA(SS) & MediCare	\$ 180	\$ 187	\$ 165	\$ 345	2,428	\$ (2,083)	14.2%
40.6031	Personnel: SUTA Taxes	\$ -	\$ -	\$ -	\$ -	139	\$ (139)	0.0%
40.6042	Personnel: ER-Life/AD&D Ins	\$ 2	\$ 1	\$ 2	\$ 4	17	\$ (13)	25.0%
40.6045	Personnel: TMRS	\$ 542	\$ 348	\$ 340	\$ 882	4,519	\$ (3,637)	19.5%
40.6046	Personnel: ER-LongTerm Disab	\$ 7	\$ 6	\$ 9	\$ 16	72	\$ (56)	22.4%
40.6047	Personnel: Health Insurance	\$ 583	\$ 413	\$ 583	\$ 1,167	4,959	\$ (3,793)	23.5%
40.6048	Personnel: HSA/HRA	\$ 8	\$ -	\$ 8	\$ 17	-	\$ 17	0.0%
40.6049	Personnel: ER Short Term Disab	\$ 5	\$ 4	\$ 6	\$ 10	45	\$ (35)	22.7%
Total Taxes & Benefits		\$ 1,328	\$ 959	\$ 1,220	\$ 2,549	12,179	\$ (9,630)	20.9%
40.6100	Training & Travel	\$ -	\$ 15	\$ 165	\$ 165	175	\$ (10)	94.3%
Total Training		\$ -	\$ 15	\$ 165	\$ 165	175	\$ (10)	94.3%
40.6205	Mat/Supplies: Legal Notices	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
40.6206	Mat/Supplies: Other	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
40.6207	Mat/Supplies: Park Benches	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
40.6245	Mat/Supplies: Postage	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
40.6275	Mat/Supplies: Equipment	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
40.6300	Mat/Supplies: Uniforms	\$ -	\$ 42	\$ 136	\$ 136	500	\$ (364)	27.1%
40.6400	Mat/Supplies: Tools & Supplies	\$ 176	\$ 140	\$ 30	\$ 206	1,675	\$ (1,469)	12.3%
40.6410	Mat/Supplies: Weed & Pest Control	\$ -	\$ 27	\$ -	\$ -	322	\$ (322)	0.0%
Total Materials & Supplies		\$ 176	\$ 208	\$ 165	\$ 341	2,497	\$ (2,156)	13.7%

180 - PRFDC FUND

PRFDC FUND DETAILS		OCT	NOV		YTD	Original Budget	Ovr/(Under)	16.7%
Account Number	Account Description	Actual	Budget	Actual	Actual	Budget	Budget	% of Budget
40.6500	Utilities:Electricity	\$ 211	\$ 18	\$ 209	\$ 419	1,583	\$ (1,164)	26.5%
40.6510	Utilities-Telephone	\$ 179	\$ 173	\$ 178	\$ 357	2,078	\$ (1,721)	17.2%
40.6515	Utilities-Water & Sewer	\$ 110	\$ 167	\$ 110	\$ 220	2,008	\$ (1,788)	11.0%
Total Utilities		\$ 500	\$ 359	\$ 497	\$ 997	5,669	\$ (4,673)	17.6%
40.6810	Maintenance: Blgs/Ground/Park	\$ 600	\$ 842	\$ (350)	\$ 250	10,100	\$ (9,850)	2.5%
40.6825	Maintenance: Equipment	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
Total Maintenance		\$ 600	\$ 842	\$ (350)	\$ 250	10,100	\$ (9,850)	2.5%
40.7015	Consultants: Legal- Regular	\$ 1,886	\$ 917	\$ -	\$ 1,886	11,000	\$ (9,114)	17.1%
40.7030	Consultants:Engineer-Regular	\$ -	\$ 83	\$ -	\$ -	1,000	\$ (1,000)	0.0%
40.7095	Consultants: Other	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
Total Consultants		\$ 1,886	\$ 1,000	\$ -	\$ 1,886	12,000	\$ (10,114)	15.7%
40.7300	Contractual:Computer System	\$ 40	\$ 40	\$ 40	\$ 80	1,756	\$ (1,676)	4.6%
40.7505	Contractual:Liability Ins	\$ 46	\$ -	\$ -	\$ 46	93	\$ (48)	48.8%
40.7510	Contractual:Worker's Compensation	\$ 185	\$ -	\$ -	\$ 185	827	\$ (642)	22.4%
40.7620	Contractual:TRA Effluent Fee	\$ -	\$ 250	\$ 351	\$ 351	3,000	\$ (2,649)	11.7%
Total Contractual		\$ 271	\$ 290	\$ 391	\$ 662	5,677	\$ (5,014)	11.7%
40.8010	Other: Membership/Dues	\$ -	\$ -	\$ -	\$ -	3,000	\$ (3,000)	0.0%
40.8020	Other: Meetings	\$ -	\$ 58	\$ -	\$ -	700	\$ (700)	0.0%
40.8022	Other: Special Events	\$ -	\$ -	\$ 98	\$ 98	4,415	\$ (4,317)	2.2%
40.8035	Other: Marketing/Advertising	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
40.8051	Other: Scout Projects	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
40.8052	Other: Historical Committee	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
40.8070	Other: Misc	\$ -	\$ 17	\$ -	\$ -	200	\$ (200)	0.0%
40.8085	Other:Interest on Cash Deficit	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
Total Other		\$ -	\$ 75	\$ 98	\$ 98	8,315	\$ (8,217)	1.2%
40.9100	Capital Outlay:Vehicle	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
40.9305	Capital Outlay:Alarm Monitor	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
40.9320	Capital Outlay:Park Improvemts	\$ -	\$ -	\$ -	\$ -	27,180	\$ (27,180)	0.0%
40.9350	Capital Outlay:Equipment	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
45.9410	Capital Outlay:Landscaping	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
49.6810	Cap Out:Maint-Blgs/Ground/Park	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
Total Capital Outlay		\$ -	\$ -	\$ -	\$ -	27,180	\$ (27,180)	0.0%
40.9700	Transfer Out	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
Total Transfer Out		\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
TOTAL EXPENSES		\$ 7,329	\$ 6,303	\$ 4,506	\$ 11,835	116,604	\$ (104,770)	10.1%
Revenue Over/(Under) Expenditures		\$ 1,884	\$ 4,001	\$ 7,357	\$ 9,241	6,196	3,045	

185 - CCPD FUND

12/10/2020

Crime Control & Prevention District (CCPD) Fund	Year to Date			
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	OVR/(UNDER)	% OF BUDGET
<i>YTD Ending November 30, 2020</i>	BUDGET	YTD	BUDGET	YTD
Taxes	\$ 237,202	\$ 40,616	\$ (196,585)	17.1%
Other Revenue	\$ 183	\$ 5	\$ (177)	3.0%
Other Sources	\$ 10,000	\$ -	\$ (10,000)	0.0%
TOTAL REVENUES	\$ 247,384	\$ 40,622	\$ (206,762)	16.4%
Salary & Wages	\$ 133,446	\$ 22,474	\$ (110,972)	16.8%
Taxes & Benefits	\$ 9,875	\$ 1,657	\$ (8,218)	16.8%
Materials & Supplies	\$ 6,830	\$ -	\$ (6,830)	0.0%
Consultants	\$ -	\$ -	\$ -	0.0%
Other	\$ -	\$ -	\$ -	0.0%
Capital	\$ 131,150	\$ -	\$ (131,150)	0.0%
TOTAL EXPENDITURES	\$ 281,301	\$ 24,131	\$ (257,171)	8.6%

Revenue Over/(Under) Expenditures \$ (33,917) \$ 16,491 \$ 50,408

Crime Control & Prevention District (CCPD) Fund	CURRENT MONTH		
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	% OF BUDGET
<i>Month Ending November 30, 2020</i>	BUDGET	NOV	NOV
Taxes	\$ 19,907	\$ 23,134	116.2%
Other Revenue	\$ 15	\$ 3	17.9%
Other Sources	\$ -	\$ -	0.0%
TOTAL REVENUES	\$ 19,922	\$ 23,137	116.1%
Salary & Wages	\$ 10,265	\$ 10,698	104.2%
Taxes & Benefits	\$ 760	\$ 792	104.2%
Materials & Supplies	\$ 569	\$ -	0.0%
Consultants	\$ -	\$ -	0.0%
Contractual	\$ 500	\$ -	0.0%
Other	\$ -	\$ -	0.0%
Capital	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$ 12,094	\$ 11,489	95.0%

Revenue Over/(Under) Expenditures \$ 7,828 \$ 11,647

185 - CCPD FUND

16.7%

CCPD FUND DETAILS		OCT	NOV		YTD	Original Budget	Ovr/(Under)	% of Budget
Account Number	Account Description	Actual	Budget	Actual	Actual		Budget	
00.4030	Taxes:SalesTax-CrimeControl PD	\$ 17,482	\$ 19,907	\$ 23,134	\$ 40,616	237,202	\$ (196,585)	17.1%
Total Taxes		\$ 17,482	\$ 19,907	\$ 23,134	\$ 40,616	237,202	\$ (196,585)	17.1%
00.4800	Other Revenue: Interest on Invest	\$ 3	\$ 15	\$ 3	\$ 5	183	\$ (177)	3.0%
004890	Other Revenue: Miscellaneous	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
Total Other Revenue		\$ 3	\$ 15	\$ 3	\$ 5	183	\$ (177)	3.0%
00.4900	Transfer-In	\$ -	\$ -	\$ -	\$ -	10,000	\$ (10,000)	0.0%
Total Other Sources		\$ -	\$ -	\$ -	\$ -	10,000	\$ (10,000)	0.0%
TOTAL REVENUES		\$ 17,485	\$ 19,922	\$ 23,137	\$ 40,622	247,384	\$ (206,762)	16.4%
50.6000	Personnel:Salaries Full Time	\$ 8,623	\$ 8,775	\$ 8,812	\$ 17,435	114,081	\$ (96,646)	15.3%
50.6020	Personnel:Salaries Overtime	\$ 2,654	\$ 1,125	\$ 1,466	\$ 4,119	14,626	\$ (10,507)	28.2%
50.6036	Personnel:Supplements	\$ 499	\$ 365	\$ 420	\$ 919	4,738	\$ (3,820)	19.4%
50.6050	Personnel:Service Pay	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
Total Salary & Wages		\$ 11,776	\$ 10,265	\$ 10,698	\$ 22,474	133,446	\$ (110,972)	16.8%
50.6030	Personnel:FICA(SS) & Medicare	\$ 865	\$ 760	\$ 792	\$ 1,657	9,875	\$ (8,218)	16.8%
Total Taxes & Benefits		\$ 865	\$ 760	\$ 792	\$ 1,657	9,875	\$ (8,218)	16.8%
50.6205	Mat/Supplies: Legal Notices	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
50.6270	Mat/Supplies: Emergency Eqpt	\$ -	\$ 569	\$ -	\$ -	6,830	\$ (6,830)	0.0%
Total Materials & Supplies		\$ -	\$ 569	\$ -	\$ -	6,830	\$ (6,830)	0.0%
50.7015	Consultants: Legal Regular	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
Total Consultants		\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
50.7335	Contractual: Street Cameras	\$ -	\$ 500	\$ -	\$ -	6,000	\$ (6,000)	0.0%
Total Contractual		\$ -	\$ 500	\$ -	\$ -	6,000	\$ (6,000)	0.0%
50.8080	Other: Interest on Cash Deficit	\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
Total Other		\$ -	\$ -	\$ -	\$ -	-	\$ -	0.0%
50.9100	Capital Outlay: DPS Vehicle	\$ -	\$ -	\$ -	\$ -	108,000	\$ (108,000)	0.0%
50.9105	Capital Outlay: DPS Equipment	\$ -	\$ -	\$ -	\$ -	23,150	\$ (23,150)	0.0%
Total Other		\$ -	\$ -	\$ -	\$ -	131,150	\$ (131,150)	0.0%
TOTAL EXPENSES		\$ 12,641	\$ 12,094	\$ 11,489	\$ 24,131	287,301	\$ (263,171)	8.4%

Revenue Over/(Under) Expenditures	\$ 4,844	\$ 7,828	\$ 11,647	\$ 16,491	(39,917)	56,408
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207 - VOL FIRE DONATION FUND

12/10/2020

VOL FIRE DONATION FUND	Year to Date			
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	OVR/(UNDER)	% OF BUDGET
<i>YTD Ending November 30, 2020</i>	BUDGET	YTD	BUDGET	YTD
Other Revenue	\$ 5,500	\$ 762	\$ (4,738)	13.8%
TOTAL REVENUES	\$ 5,500	\$ 762	\$ (4,738)	13.8%
Materials & Supplies	\$ -	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	0.0%

Revenue Over/(Under) Expenditures \$ 5,500 \$ 762 \$ (4,738)

VOL FIRE DONATION FUND	CURRENT MONTH		
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	% OF BUDGET
<i>Month Ending November 30, 2020</i>	BUDGET	NOV	NOV
Other Revenue	\$ 458	\$ 328	71.6%
TOTAL REVENUES	\$ 458	\$ 328	71.6%
Materials & Supplies	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$ -	\$ -	0.0%

Revenue Over/(Under) Expenditures \$ 458 \$ 328

207 - VOL FIRE DONATION FUND

12/10/2020

								16.7%
VOL FIRE DONATION FUND DETAILS		OCT	NOV		YTD		Ovr/(Under)	
Account Number	Account Description	Actual	Budget	Actual	Actual	Original Budget	Budget	% of Budget
00.4899	Other:Donation Vol Fire Program	\$ 433	\$ 458	\$ 328	\$ 762	\$ 5,500	\$ (4,738)	13.8%
Total Other Revenue		\$ 433	\$ 458	\$ 328	\$ 762	\$ 5,500	\$ (4,738)	13.8%
TOTAL REVENUE		\$ 433	\$ 458	\$ 328	\$ 762	\$ 5,500	\$ (4,738)	13.8%
55.6280	Vol Fire Donation Program Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total Materials & Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
TOTAL EXPENSES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Revenue Over/(Under) Expenditures		\$ 433	\$ 458	\$ 328	\$ 762	\$ 5,500	\$ (4,738)	

208 - SEIZURE FUND

12/10/2020

SEIZURE FUND	Year to Date			
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	OVR/(UNDER)	% OF BUDGET
<i>YTD Ending November 30, 2020</i>	BUDGET	YTD	BUDGET	YTD
Other Revenue	\$ -	\$ 5,434	\$ 5,434	0.0%
TOTAL REVENUES	\$ -	\$ 5,434	\$ 5,434	0.0%
Material & Supplies	\$ -	\$ 3,600	\$ 3,600	0.0%
Maintenance	\$ -	\$ -	\$ -	0.0%
Other	\$ -	\$ -	\$ -	0.0%
Other Use	\$ -	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$ -	\$ 3,600	\$ 3,600	0.0%

Revenue Over/(Under) Expenditures \$ - \$ 1,834 \$ 1,834

SEIZURE FUND	CURRENT MONTH		
BUDGET VS. ACTUAL REPORT (BAR)	FY 2020-21	FY 2020-21	% OF BUDGET
<i>Month Ending November 30, 2020</i>	BUDGET	NOV	NOV
Other Revenue	\$ -	\$ 5,434	0.0%
TOTAL REVENUES	\$ -	\$ 5,434	0.0%
Material & Supplies	\$ -	\$ -	0.0%
Maintenance	\$ -	\$ -	0.0%
Other	\$ -	\$ -	0.0%
Other Use	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	\$ -	\$ -	0.0%

Revenue Over/(Under) Expenditures \$ - \$ 5,434

208 - SEIZURE FUND

16.7%

SEIZURE FUND DETAILS		OCT	NOV		YTD	TOTAL	Ovr/(Under)	
Account Number	Account Description	Actual	Budget	Actual	Actual	Budget	Budget	% of Budget
00.4884	Other Revenue: DPS Seizures	\$ -	\$ -	\$ 5,434	\$ 5,434	\$ -	\$ 5,434	0.0%
Total Other Revenues		\$ -	\$ -	\$ 5,434	\$ 5,434	\$ -	\$ 5,434	0.0%
TOTAL REVENUES		\$ -	\$ -	\$ 5,434	\$ 5,434	\$ -	\$ 5,434	0.0%
50.6250	Mat/Supplies: DPS Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
50.6270	Mat/Supplies: Emergency Equip	\$ 3,600	\$ -	\$ -	\$ 3,600	\$ -	\$ 3,600	0.0%
Total Material & Supplies		\$ 3,600	\$ -	\$ -	\$ 3,600	\$ -	\$ 3,600	0.0%
50.6805	Maint:Vehicles	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
50.6808	Maint: Seizure Vehicles	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total Maintenance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
50.8010	MembershipDues/Subscrip	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total Other		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
50.9700	Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total Other Uses		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
TOTAL EXPENSES		\$ 3,600	\$ -	\$ -	\$ 3,600	\$ -	\$ 3,600	0.0%

Revenue Over/(Under) Expenditures	\$ (3,600)	\$ -	\$ 5,434	\$ 1,834	\$ -
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CITY OF DALWORTHINGTON GARDENS

Number of Permits Issued	OCT 2019	NOV 2019	YTD Fiscal 19-20	OCT 2020	NOV 2020	YTD Fiscal 20-21
Alarm System	0	1	1	0	0	0
Building	10	2	12	3	3	6
Cert. of Occupancy	5	2	7	2	0	2
Electrical	3	0	3	0	1	1
Fence	0	2	2	1	0	1
Heating/AC	2	1	3	1	2	3
Life Safety Inspections	10	3	13	47	1	48
Liquor	0	7	7	0	0	0
Misc.-Other	0	0	0	0	0	0
Operational	0	0	0	0	0	0
Plumbing	5	4	9	2	6	8
Red Tag	0	0	0	0	0	0
Roof	1	1	2	0	2	2
Fire Alarm/Suppression	0	0	0	0	0	0
Sign	0	0	0	2	4	6
Special Use	0	0	0	0	0	0
Sprinkler System	0	0	0	0	0	0
Swimming Pool	0	0	0	0	0	0
Totals	36	23	59	58	19	77
Fees of Permits Issued	OCT 2019	NOV 2019	YTD Fiscal 19-20	OCT 2020	NOV 2020	YTD Fiscal 20-21
Alarm System	\$ -	\$ 10	\$ 10	\$ -	\$ -	\$ -
Building	\$ 1,609	\$ 200	\$ 1,809	\$ 655	\$ 5,639	\$ 6,294
Cert. of Occupancy	\$ 500	\$ 200	\$ 700	\$ 200	\$ -	\$ 200
Electrical	\$ 300	\$ -	\$ 300	\$ -	\$ 120	\$ 120
Fence	\$ -	\$ 667	\$ 667	\$ 150	\$ -	\$ 150
Heating/AC	\$ 246	\$ 100	\$ 346	\$ 519	\$ 240	\$ 759
Life Safety Inspections	\$ 1,150	\$ 600	\$ 1,750	\$ 5,750	\$ 100	\$ 5,850
Liquor	\$ -	\$ 995	\$ 995	\$ -	\$ -	\$ -
Misc.-Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plumbing	\$ 500	\$ 460	\$ 960	\$ (75)	\$ 560	\$ 485
Red Tag	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Roof	\$ 146	\$ 100	\$ 246	\$ -	\$ 400	\$ 400
Fire Alarm/Suppression	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sign	\$ -	\$ -	\$ -	\$ 501	\$ 650	\$ 1,151
Special Use	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sprinkler System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Swimming Pool	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 4,451	\$ 3,332	7,783	\$ 7,700	\$ 7,709	\$ 15,409
Billed Usage	OCT 2019	NOV 2019	Fiscal 19-20	OCT 2020	NOV 2020	Fiscal 20-21
Water Gallons	31,201,000	12,176,000	43,377,000	22,277,678	19,120,424	41,398,102
Sewer Gallons	10,497,000	7,509,000	18,006,000	9,318,382	9,251,639	18,570,021



Dalworthington Gardens Production vs Consumption Report

Usage Service Period	Revised 1/10/20													12 Mth Avg
	10/14/19-11/12/19	11/13/19-12/10/19	12/11/19-01/13/20	1/14/20-2/11/20	2/12/20-3/15/20	3/16/20-4/14/20	4/15/20-5/12/20	5/13/20-6/14/20	6/15/20-7/14/20	7/15/20-8/11/20	8/12/20-9/13/20	9/14/20-10/13/20	10/14/20-11/15/20	
# of Usage Days	30	27	34	29	33	30	28	33	30	28	33	30	33	
Billing Date	11/15/2019	12/13/2019	1/16/2020	2/14/2020	3/18/2020	4/17/2020	5/15/2020	6/17/2020	7/17/2020	8/14/2020	9/16/2020	10/16/2020	11/18/2020	
Billed Consumption	12,176,000	7,761,000	9,663,000	6,329,000	8,151,000	7,077,000	14,857,588	20,912,991	21,842,136	27,989,015	29,420,166	22,277,678	19,120,424	
Flushing	2,650	175,900	90,450	733,300	185,700	180,000	34,200	69,800	402,100	169,800	134,100	74,600	39,800	
Accounted For Gallons	12,178,650	7,936,900	9,753,450	7,062,300	8,336,700	7,257,000	14,891,788	20,982,791	22,244,236	28,158,815	29,554,266	22,352,278	19,160,224	16,143,800
City of Ft Worth	4,011,676	3,583,721	5,280,971	3,492,194	4,584,786	6,843,317	4,776,734	5,510,467	6,724,016	4,979,358	5,952,617	8,274,232	8,367,901	
City of Arlington	9,756,160	5,178,930	5,592,020	4,830,660	4,367,100	716,240	11,392,040	16,573,520	17,142,720	24,817,700	23,619,900	14,966,420	11,013,050	
Total Production Gallons	13,767,836	8,762,651	10,872,991	8,322,854	8,951,886	7,559,557	16,168,774	22,083,987	23,866,736	29,797,058	29,572,517	23,240,652	19,380,951	17,103,727
Water Loss in Gallons	1,589,186	825,751	1,119,541	1,260,554	615,186	302,557	1,276,986	1,101,196	1,622,500	1,638,243	18,251	888,374	220,727	959,927
Water Loss %	11.5%	9.4%	10.3%	15.1%	6.9%	4.0%	7.9%	5.0%	6.8%	5.5%	0.1%	3.8%	1.1%	5.6%
Billing Daily Avg	405,867	287,444	284,206	218,241	247,000	235,900	530,628	633,727	728,071	999,608	891,520	742,589	579,407	521,862
Production Daily Avg	458,928	324,543	319,794	286,995	271,269	251,985	577,456	669,212	795,558	1,064,181	896,137	774,688	587,302	559,850
Billing vs Production Daily Avg	(53,061)	(37,098)	(35,588)	(68,754)	(24,269)	(16,085)	(46,828)	(35,485)	(67,487)	(64,573)	(4,617)	(32,099)	(7,895)	(37,988)
City of Ft Worth	29%	41%	49%	42%	51%	91%	30%	25%	28%	17%	20%	36%	43%	37%
City of Arlington	71%	59%	51%	58%	49%	9%	70%	75%	72%	83%	80%	64%	57%	63%
Calendar Month	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	
FTW Max Day (mgd)	0.261	0.296	0.258	0.230	0.298	0.299	0.297	0.300	0.300	0.296	0.298	0.296	0.297	
FTW Max Hour (mgd)	0.305	0.303	0.306	0.306	0.306	0.304	0.304	0.304	0.304	0.304	0.303	0.302	0.301	

Date Location
 1/8/2020 2516 Roosevelt service line leak
 1/17/2020 South end of Sieber leaking from 1/12/20
 1/23/2020 2806 Whisperwood broken service line

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1992	TRAININGDIVISION.COM							
C-CHECK	TRAININGDIVISION.COM	VOIDED V	11/13/2020			061833		390.00CR

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	390.00CR	390.00CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: * TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	1	390.00CR	0.00	0.00
BANK: * TOTALS:	1	390.00CR	0.00	0.00

VENDOR SET: 01 City of Dalworthington
 BANK: POOL POOLED CASH - CHECKING
 DATE RANGE:11/01/2020 THRU 11/30/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0174	STATE COMPTROLLER							
I-11/04/2020	EFT CSUT MONTH: 10/2020	D	11/04/2020			000254		
120 00.2080	State Sales Tax Payable	STATE COMPTROLLER		1,203.00				1,203.00
000008	EFTPS							
I-T1 202011090953	Federal Withholding	D	11/13/2020			000255		
210 00.2020	Withholding Payable	Federal Withholding		7,108.79				
I-T3 202011090953	Social Security	D	11/13/2020			000255		
110 20.6030	Personnel:FICA(SS) & Medicare	Social Security		255.49				
110 30.6030	Personnel:FICA(SS) & Medicare	Social Security		130.43				
110 40.6030	Personnel:FICA(SS) & Medicare	Social Security		253.66				
110 50.6030	Personnel:FICA(SS) & Medicare	Social Security		2,265.81				
110 55.6030	Personnel:FICA(SS) & Medicare	Social Security		325.02				
110 60.6030	Personnel:FICA(SS)&Medicare	Social Security		121.36				
120 40.6030	Personnel:FICA(SS) & Medicare	Social Security		597.81				
180 40.6030	Personnel:FICA(SS) & Medicare	Social Security		58.06				
185 50.6030	Personnel:FICA(SS) & Medicare	Social Security		299.25				
210 00.2010	Social Security Payable	Social Security		4,306.89				
I-T4 202011090953	Medicare withhold	D	11/13/2020			000255		
110 20.6030	Personnel:FICA(SS) & Medicare	Medicare withhold		59.75				
110 30.6030	Personnel:FICA(SS) & Medicare	Medicare withhold		30.50				
110 40.6030	Personnel:FICA(SS) & Medicare	Medicare withhold		59.33				
110 50.6030	Personnel:FICA(SS) & Medicare	Medicare withhold		529.88				
110 55.6030	Personnel:FICA(SS) & Medicare	Medicare withhold		76.04				
110 60.6030	Personnel:FICA(SS)&Medicare	Medicare withhold		28.38				
120 40.6030	Personnel:FICA(SS) & Medicare	Medicare withhold		139.82				
180 40.6030	Personnel:FICA(SS) & Medicare	Medicare withhold		13.57				
185 50.6030	Personnel:FICA(SS) & Medicare	Medicare withhold		69.98				
210 00.2015	Medicare Payable	Medicare withhold		1,007.25				17,737.07
000008	EFTPS							
I-T1 202011090954	Federal Withholding	D	11/12/2020			000256		
210 00.2020	Withholding Payable	Federal Withholding		573.11				
I-T3 202011090954	Social Security	D	11/12/2020			000256		
110 20.6030	Personnel:FICA(SS) & Medicare	Social Security		38.29				
110 30.6030	Personnel:FICA(SS) & Medicare	Social Security		31.72				
110 40.6030	Personnel:FICA(SS) & Medicare	Social Security		11.41				
110 50.6030	Personnel:FICA(SS) & Medicare	Social Security		344.17				
110 55.6030	Personnel:FICA(SS) & Medicare	Social Security		14.26				
110 60.6030	Personnel:FICA(SS)&Medicare	Social Security		12.25				
120 40.6030	Personnel:FICA(SS) & Medicare	Social Security		59.59				
180 40.6030	Personnel:FICA(SS) & Medicare	Social Security		3.39				
185 50.6030	Personnel:FICA(SS) & Medicare	Social Security		22.57				
210 00.2010	Social Security Payable	Social Security		537.65				
I-T4 202011090954	Medicare withhold	D	11/12/2020			000256		
110 20.6030	Personnel:FICA(SS) & Medicare	Medicare withhold		8.96				
110 30.6030	Personnel:FICA(SS) & Medicare	Medicare withhold		7.43				
110 40.6030	Personnel:FICA(SS) & Medicare	Medicare withhold		2.67				

VENDOR SET: 01 City of Dalworthington
 BANK: POOL POOLED CASH - CHECKING
 DATE RANGE:11/01/2020 THRU 11/30/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000008	EFTPS	CONT						
I-T4 202011090954	Medicare withhold	D	11/12/2020			000256		
110 50.6030	Personnel:FICA(SS) & Medicare			80.50				
110 55.6030	Personnel:FICA(SS) & Medicare			3.33				
110 60.6030	Personnel:FICA(SS)&Medicare			2.87				
120 40.6030	Personnel:FICA(SS) & MediCare			13.91				
180 40.6030	Personnel:FICA(SS) & MediCare			0.78				
185 50.6030	Personnel:FICA(SS) & Medicare			5.28				
210 00.2015	Medicare Payable			125.73				1,899.87
0172	PITNEY BOWES-RESERVE							
I-20201117	PITNEY BOWES-RESERVE	D	11/17/2020			000257		
110 00.1405	Prepaid Expenses	PITNEY BOWES-RESERVE		500.00				500.00
000008	EFTPS							
I-T1 202011230958	Federal Withholding	D	11/27/2020			000258		
210 00.2020	Withholding Payable	Federal Withholding		6,921.33				
I-T3 202011230958	Social Security	D	11/27/2020			000258		
110 20.6030	Personnel:FICA(SS) & Medicare			273.68				
110 30.6030	Personnel:FICA(SS) & Medicare			128.64				
110 40.6030	Personnel:FICA(SS) & MediCare			250.03				
110 50.6030	Personnel:FICA(SS) & Medicare			2,190.05				
110 55.6030	Personnel:FICA(SS) & Medicare			333.11				
110 60.6030	Personnel:FICA(SS)&Medicare			119.47				
120 40.6030	Personnel:FICA(SS) & MediCare			589.00				
180 40.6030	Personnel:FICA(SS) & MediCare			72.09				
185 50.6030	Personnel:FICA(SS) & Medicare			319.99				
210 00.2010	Social Security Payable			4,276.06				
I-T4 202011230958	Medicare withhold	D	11/27/2020			000258		
110 20.6030	Personnel:FICA(SS) & Medicare			64.00				
110 30.6030	Personnel:FICA(SS) & Medicare			30.09				
110 40.6030	Personnel:FICA(SS) & MediCare			58.48				
110 50.6030	Personnel:FICA(SS) & Medicare			512.18				
110 55.6030	Personnel:FICA(SS) & Medicare			77.90				
110 60.6030	Personnel:FICA(SS)&Medicare			27.93				
120 40.6030	Personnel:FICA(SS) & MediCare			137.75				
180 40.6030	Personnel:FICA(SS) & MediCare			16.86				
185 50.6030	Personnel:FICA(SS) & Medicare			74.84				
210 00.2015	Medicare Payable			1,000.03				17,473.51
000478	KTC AUTO CONSULTANT INC							
I-103894	DUMP TRUCK INSPECTION	R	11/13/2020			061801		
110 60.6805	Maintenance:Vehicles	DUMP TRUCK INSPECTIO		3.50				
120 40.6805	Maintenance:Vehicles	DUMP TRUCK INSPECTIO		3.50				
I-104099	UNIT: 46 OIL CHANGE	R	11/13/2020			061801		
110 50.6805	Maintenance:Vehicles	UNIT: 46 OIL CHANGE		54.90				
I-104205	UNIT: 45 OIL CHANGE	R	11/13/2020			061801		
110 50.6805	Maintenance:Vehicles	UNIT: 45 OIL CHANGE		54.90				116.80

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000357	CITY OF ARLINGTON							
I-MS3576	OCT 2020 ARL AIR TIME	R	11/13/2020			061802		
110 50.7310	Contractual:Arlington Air Time			588.00				
110 55.7310	Contractual:Arlington Air Time			588.00				
I-MS3579	NOV 2020 ARL AIR TIME	R	11/13/2020			061802		
110 50.7310	Contractual:Arlington Air Time			588.00				
110 55.7310	Contractual:Arlington Air Time			588.00				2,352.00
1275	AT&T MOBILITY DATA CARDS							
I-X10272020	SERV: 9/20/2020-10/19/2020	R	11/13/2020			061803		
110 20.6510	Utilities:Telephone		SERV: 9/20/2020-10/1	49.41				
110 40.6510	Utilities:Telephone		SERV: 9/20/2020-10/1	24.70				
110 50.6510	Utilities:Telephone		SERV: 9/20/2020-10/1	172.95				
110 55.6510	Utilities:Telephone		SERV: 9/20/2020-10/1	74.10				
110 60.6510	Utilities:Telephone		SERV: 9/20/2020-10/1	74.10				
120 40.6510	Utilities:Telephone		SERV: 9/20/2020-10/1	98.84				
110 20.6520	Utilities:Mobile Data Termin		SERV: 9/20/2020-10/1	38.25				
110 40.6520	Utilities:Mobile Data Termin		SERV: 9/20/2020-10/1	19.12				
110 50.6520	Utilities:Mobile Data Termin		SERV: 9/20/2020-10/1	363.37				
110 55.6520	Utilities:Mobile Data Termin		SERV: 9/20/2020-10/1	19.13				
120 40.6520	Utilities:Mobile Data Termin		SERV: 9/20/2020-10/1	130.18				1,064.15
000067	BIRD'S COPIES LLC							
I-46266	(1,000) AP CHECK STOCK	R	11/13/2020			061804		
110 40.6240	Mat/Supplies: Printing		(1,000) AP CHECK STO	124.00				
110 00.4451	Fees:Overhead Cost Recover-W/S		(1,000) AP CHECK STO	49.60CR				
120 40.8006	W/S Overhead Cost Recovery Fee		(1,000) AP CHECK STO	49.60				124.00
0128	LAW OFFICE OF CRAIG A. BISHOP,							
I-11689	BISHOP: OCT 2020 3 HRS	R	11/13/2020			061805		
110 30.7010	Consultants:City Prosecutor		BISHOP: OCT 2020 3 H	375.00				375.00
1484	BOUND TREE MEDICAL, LLC							
I-83824202	(3) BX MED NITRILE GLOVES	R	11/13/2020			061806		
110 55.6250	Mat/Supplies: FF Supplies		(3) BX MED NITRILE G	40.51				40.51
000032	CMJ ENGINEERING, INC.							
I-20-10-000014	CONCRETE INSPECTION NEW CITY H	R	11/13/2020			061807		
142 00.6602	City Hall		CONCRETE INSPECTION	1,238.00				1,238.00
000574	CONSOLIDATED TRAINING GROUP LL							
I-TTS09121512	12 RANGE USAGES 2021	R	11/13/2020			061808		
110 50.6110	Training:Firearms/Range		12 RANGE USAGES 2021	1,500.00				1,500.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000034	ERGO ASPHALT & EMULSIONS, INC							
I-9402372435	(266.75) GAL EMULSION CSS-1H	R	11/13/2020			061809		
143 40.9350	Capital Outlay: Street Project (266.75) GAL EMULSIO			288.49				288.49
0034	FEDEX							
I-7-173-37208	FEDEX: BANTEC AP CHECK	R	11/13/2020			061810		
110 40.6245	Mat/Supplies: Postage	FEDEX: BANTEC AP CHE		7.74				7.74
1922	GEXA ENERGY CORP							
I-32049302-4	GEXA: 9/28/2020-10/27/2020	R	11/13/2020			061811		
180 40.6500	Utilities:Electricity	GEXA: 9/28/2020-10/2		202.10				
120 40.6500	Utilities:Electricity	GEXA: 9/28/2020-10/2		1,619.20				
110 60.6500	Utilities:Electricity	GEXA: 9/28/2020-10/2		1,171.00				
110 60.6500	Utilities:Electricity	GEXA: 9/28/2020-10/2		159.55				
110 60.6500	Utilities:Electricity	GEXA: 9/25/2020-10/2		29.20				
110 40.6500	Utilities:Electricity	GEXA: 9/28/2020-10/2		1,001.77				
110 00.4451	Fees:Overhead Cost Recover-W/S	GEXA: 9/28/2020-10/2		400.71	CR			
120 40.8006	W/S Overhead Cost Recovery Fee	GEXA: 9/28/2020-10/2		400.71				
110 40.6500	Utilities:Electricity	GEXA: 9/28/2020-10/2		13.88				
110 60.6500	Utilities:Electricity	GEXA: 9/28/2020-10/2		8.99				
110 40.6500	Utilities:Electricity	GEXA: 9/28/2020-10/2		8.69				
120 40.6500	Utilities:Electricity	GEXA: 9/28/2020-10/2		18.61				
120 40.6500	Utilities:Electricity	GEXA: 9/28/2020-10/2		61.47				
180 40.6500	Utilities:Electricity	GEXA: 9/28/2020-10/2		8.55				
120 40.6500	Utilities:Electricity	GEXA: 9/23/2020-10/2		8.50				
110 60.6500	Utilities:Electricity	GEXA: 9/28/2020-10/2		59.37				
110 60.6500	Utilities:Electricity	GEXA: 9/28/2020-10/2		773.96				5,144.84
000490	HHW SOLUTIONS							
I-2214	(865) OCT 2020 HHW COLLECTIONS	R	11/13/2020			061812		
120 40.7601	Contractual:Hazardous Wst Coll (865) OCT 2020 HHW C			769.85				769.85
000311	INTERMEDIA.NET INC							
I-2011327198	SERV: 10/2/2020-11/1/2020	R	11/13/2020			061813		
110 40.6510	Utilities:Telephone	SERV: 10/2/2020-11/1		592.59				
110 00.4451	Fees:Overhead Cost Recover-W/S	SERV: 10/2/2020-11/1		237.04	CR			
120 40.8006	W/S Overhead Cost Recovery Fee	SERV: 10/2/2020-11/1		237.04				592.59
000463	TYLOR LANE							
I-11/03/2020	LANE OCT 2020 FF STIPEND	R	11/13/2020			061814		
110 55.6032	Personnel:Vol FireProgIncentiv	LANE OCT 2020 FF STI		49.00				49.00
000038	LOWER COLORADO RIVER AUTHORITY							
I-LAB-0046790	TESTING & SHPG BOTTLES LEAD &	R	11/13/2020			061815		
120 40.7655	Contractual:Water Testing	TESTING & SHPG BOTTL		400.00				400.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000189	LLOYD GOSSELINK ROCHELLE & TOW							
I-97516017	OCT 2020 TCEQ ENFORCEMENT	R	11/13/2020			061816		
180 40.7015	Legal: Regular		OCT 2020 TCEQ ENFORC	1,885.60				1,885.60
0017	MARTIN LOCKSMITH, INC.							
I-174874	OUTSIDE DOOR TO FIREBAY REPAIR	R	11/13/2020			061817		
110 40.6810	Maintenance:Bldg/Grounds/Park		OUTSIDE DOOR TO FIRE	285.00				
110 00.4451	Fees:Overhead Cost Recover-W/S		OUTSIDE DOOR TO FIRE	114.00CR				
120 40.8006	W/S Overhead Cost Recovery Fee		OUTSIDE DOOR TO FIRE	114.00				285.00
000291	MARTIN MARIETTA							
I-30263961	CEMENT SLURRY INDIAN TRAIL RPR	R	11/13/2020			061818		
143 40.9350	Capital Outlay: Street Project		CEMENT SLURRY INDIAN	3,030.00				3,030.00
000174	MOTOROLA SOLUTIONS CREDIT CO							
I-8230294140	NOV 2020 RADIO MAINTENANCE	R	11/13/2020			061819		
110 50.7320	Contractual:Comm Radio		NOV 2020 RADIO MAINT	823.38				
110 55.7320	Contractual:Comm Radio		NOV 2020 RADIO MAINT	823.37				1,646.75
000425	NATIONWIDE RETIREMENT SOLUTION							
I-NPR202011090953	457B-Nationwide	R	11/13/2020			061820		
210 00.2062	Nationwide Payable		457B-Nationwide	440.00				440.00
000432	NETGENIUS, INC.							
I-1158	(3) MICROSOFT OFFICE LICENSES	R	11/13/2020			061821		
110 60.9010	Capital Outlay:Computer/Off Eq		(3) MICROSOFT OFFICE	449.98				
120 40.9010	Capital Outlay-Computer/Off Eq		(3) MICROSOFT OFFICE	449.99				899.97
000394	NEW BENEFITS, LTD							
I-NB4400AY-869558	NEW BENEFITS: OCT 2020	R	11/13/2020			061822		
110 20.6047	Personnel:Employee Insurances		NEW BENEFITS: OCT 20	15.64				
110 30.6047	Personnel:Employee Insurances		NEW BENEFITS: OCT 20	8.43				
110 40.6047	Personnel:Employee Insurances		NEW BENEFITS: OCT 20	12.75				
110 50.6047	Personnel:Employee Health Ins		NEW BENEFITS: OCT 20	112.20				
110 55.6047	Personnel:Employee Health Ins		NEW BENEFITS: OCT 20	8.16				
110 60.6047	Personnel:Employee Health Ins		NEW BENEFITS: OCT 20	10.20				
120 40.6047	Personnel:Employee Health Ins		NEW BENEFITS: OCT 20	34.07				
180 40.6047	Personnel: Health Insurance		NEW BENEFITS: OCT 20	2.55				204.00
0218	OFFICE DEPOT							
C-133506276001	RETURNED (2) WALL CALENDARS	R	11/13/2020			061823		
110 40.6215	Mat/Supplies:Office Supplies		RETURNED (2) WALL CA	47.98CR				
110 00.4451	Fees:Overhead Cost Recover-W/S		RETURNED (2) WALL CA	19.19				
120 40.8006	W/S Overhead Cost Recovery Fee		RETURNED (2) WALL CA	19.19CR				
I-131182685001	(2) WALL CALENDARS - FINANCE	R	11/13/2020			061823		
110 40.6215	Mat/Supplies:Office Supplies		(2) WALL CALENDARS -	47.98				
110 00.4451	Fees:Overhead Cost Recover-W/S		(2) WALL CALENDARS -	19.19CR				
120 40.8006	W/S Overhead Cost Recovery Fee		(2) WALL CALENDARS -	19.19				
I-133507010001	(2) WALL CALENDARS-FINANCE	R	11/13/2020			061823		

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0218	OFFICE DEPOT CONT							
I-133507010001	(2) WALL CALENDARS-FINANCE	R	11/13/2020			061823		
110 40.6215	Mat/Supplies:Office Supplies		(2) WALL CALENDARS-F	47.98				
110 00.4451	Fees:Overhead Cost Recover-W/S		(2) WALL CALENDARS-F	19.19CR				
120 40.8006	W/S Overhead Cost Recovery Fee		(2) WALL CALENDARS-F	19.19				47.98
0094	PANTEGO UTILITIES SEWER							
I-10/23/2020	SERV: 9/14/2020-10/13/2020	R	11/13/2020			061824		
120 40.7615	Contractual:Sewer Treatment	SERV:	9/14/2020-10/1	453.47				453.47
0913	PRIME LANDSCAPE SERVICES							
I-D11-17256	OCT 2020 POND MAINTENANCE	R	11/13/2020			061825		
180 40.6810	Maintenance: Blgs/Ground/Park		OCT 2020 POND MAINTEN	125.00				
I-D11-17619	M/E/B SIDEWALKS & MEDIANS	R	11/13/2020			061825		
180 40.6810	Maintenance: Blgs/Ground/Park		M/E/B SIDEWALKS & ME	475.00				600.00
000395	SHRED-IT USA LLC							
I-8180741482	SHRED-IT: OCT 2020	R	11/13/2020			061826		
110 40.7301	Contractual: Shred Service		SHRED-IT: OCT 2020	89.13				
110 00.4451	Fees:Overhead Cost Recover-W/S		SHRED-IT: OCT 2020	35.64CR				
120 40.8006	W/S Overhead Cost Recovery Fee		SHRED-IT: OCT 2020	35.64				89.13
000563	SHANDA HOAG							
I-1220	OFFICE CLEANING: OCT 2020	R	11/13/2020			061827		
110 40.7440	Contractual:Janitor Services		OFFICE CLEANING: OCT	800.00				
110 00.4451	Fees:Overhead Cost Recover-W/S		OFFICE CLEANING: OCT	320.00CR				
120 40.8006	W/S Overhead Cost Recovery Fee		OFFICE CLEANING: OCT	320.00				800.00
0176	T C PUBLIC HEALTH-N TX REGIONA							
I-34251	10/29/2020 WATER SAMPLES	R	11/13/2020			061828		
120 40.7655	Contractual:Water Testing		10/29/2020 WATER SAM	60.00				60.00
0300	TEAGUE NALL & PERKINS INC.							
I-20352-02	NEW CITY HALL FINAL PLAT 10/30	R	11/13/2020			061829		
142 00.6602	City Hall		NEW CITY HALL FINAL	2,000.00				2,000.00
1861	TIME WARNER CABLE ENTERPRISES							
I-0005302110120	CABLE: NOV 2020	R	11/13/2020			061830		
110 50.6525	Utilities:Cable		CABLE: NOV 2020	35.15				
110 55.6525	Utilities:Cable		CABLE: NOV 2020	35.15				70.30
000276	TAYLOR OLSON ADKINS SRALLA & E							
I-STMT #58	TOASE: OCT 2020 21.75HRS & EXP	R	11/13/2020			061831		
110 20.7015	Consultants:Legal-Regular		TOASE: OCT 2020 0.75	161.25				
110 40.7015	Consultants:Legal-Regular		TOASE: OCT 2020 18 H	3,810.00				
110 50.7015	Consultants:Legal-Regular		TOASE: OCT 2020 2.75	550.00				
120 40.7015	Consultants:Legal-Regular		TOASE: OCT 2020 0.25	53.75				
110 40.7015	Consultants:Legal-Regular		TOASE: OCT 2020 18 H	104.14				

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000276	TAYLOR OLSON ADKINS SRCONT							
I-STMT #58	TOASE: OCT 2020 21.75HRS & EXP	R	11/13/2020			061831		
110 50.7015	Consultants:Legal-Regular	TOASE: OCT 2020 2.75		5.30				4,684.44
000488	TOPOGRAPHIC LAND SURVEYORS CO							
I-349813	OCT 2020 PLAT REVIEW CITY HALL	R	11/13/2020			061832		
142 00.6602	City Hall	OCT 2020 PLAT REVIEW		350.00				
I-349814	OCT 2020 TWIN SPRINGS GEOTECH	R	11/13/2020			061832		
143 40.9350	Capital Outlay: Street Project	OCT 2020 TWIN SPRING		175.00				525.00
1992	TRAININGDIVISION.COM							
I-25814	EMR CERTIFICATION COURSE-SRYAN	V	11/13/2020			061833		390.00
1992	TRAININGDIVISION.COM							
M-CHECK	TRAININGDIVISION.COM	VOIDED	V 11/13/2020			061833		390.00CR
000183	TRANSUNION RISK & ALTERNATIVE							
I-11/01/2020	SERV: OCT 2020	R	11/13/2020			061834		
110 30.7300	Contractual:Computer System	SERV: OCT 2020		60.50				60.50
0179	TRINITY RIVER AUTHORITY							
I-AG 1420	REUSE WATER 10/16/20-11/30/20	R	11/13/2020			061835		
180 40.7620	Contractual:TRA Effluent Fee	REUSE WATER 10/16/20		351.37				351.37
0252	TX MUNICIPAL LEAGUE							
I-C-1228 2020	MEMBERSHIP FEES 2/1/21-1/31/22	R	11/13/2020			061836		
110 40.8010	Other:MembershipDues/Subscript	MEMBERSHIP FEES 2/1/		819.00				
110 00.4451	Fees:Overhead Cost Recover-W/	MEMBERSHIP FEES 2/1/		327.60CR				
120 40.8006	W/S Overhead Cost Recovery Fee	MEMBERSHIP FEES 2/1/		327.60				819.00
0068	TYLER TECHNOLOGIES - INCODE							
I-130-16518	(2) ZEBRA TICKET WRITER PAPER	R	11/13/2020			061837		
118 30.6225	Mat/Supplies: Court Automation	(2) ZEBRA TICKET WRI		214.00				214.00
0147	NORTH CENTRAL TEXAS COUNCIL OF							
I-INV-0000043130	OCT 2020-SEP 2021 MEMBERSHIP	R	11/14/2020			061838		
110 40.8010	Other:MembershipDues/Subscript	OCT 2020-SEP 2021 ME		200.00				
110 00.4451	Fees:Overhead Cost Recover-W/	SOCT 2020-SEP 2021 ME		80.00CR				
120 40.8006	W/S Overhead Cost Recovery Fee	OCT 2020-SEP 2021 ME		80.00				200.00
000575	TEXAS TRAFFIC & BARRICADE, LLC							
I-00001533	INDIAN TRAIL-TRAFFIC CONTROL P	R	11/14/2020			061839		
143 40.9350	Capital Outlay: Street Project	TRAFFIC CONTROL PLAN		100.00				
I-00001593	INDIAN TRAIL TRAFFIC SIGNS 10/	R	11/14/2020			061839		
143 40.9350	Capital Outlay: Street Project	TRAFFIC SIGNS 10/6/2		211.00				
I-00001657	INDIAN TRAIL TRAFFIC SIGNS 10/	R	11/14/2020			061839		
143 40.9350	Capital Outlay: Street Project	TRAFFIC SIGNS-10/8-1		112.00				
I-00001733	INDIAN TRAIL TRAFFIC SIGNS 10/	R	11/14/2020			061839		

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000575	TEXAS TRAFFIC & BARRICCONT							
I-00001733	INDIAN TRAIL TRAFFIC SIGNS 10/	R	11/14/2020			061839		
143 40.9350	Capital Outlay: Street Project			112.00				
I-00001798	INDIAN TRAIL TRAFFIC SIGNS 10/	R	11/14/2020			061839		
143 40.9350	Capital Outlay: Street Project			112.00				
I-00001869	INDIAN TRAIL TRAFFIC SIGNS 10/	R	11/14/2020			061839		
143 40.9350	Capital Outlay: Street Project			112.00				
I-00001890	INDIAN TRAIL TRAFFIC SIGNS 11/	R	11/14/2020			061839		
143 40.9350	Capital Outlay: Street Project			32.00				791.00
000427	TML MULTISTATE INTERGOVERNMENT							
I-11/3/2020	2019: FSA CLOSEOUT	R	11/14/2020			061840		
110 50.6048	Personnel:HSA/HRA		2019: FSA CLOSEOUT	39.88				39.88
2072	AFLAC							
I-243119	AFLAC: NOV 2020	R	11/30/2020			061841		
210 00.2059	Aflac Insurance Payable		AFLAC: NOV 2020	1,009.56				1,009.56
000478	KTC AUTO CONSULTANT INC							
I-104490	UNIT 45: WHEEL ALIGNMENT	R	11/30/2020			061842		
110 50.6805	Maintenance:Vehicles		UNIT 45: WHEEL ALIGN	89.90				
I-104555	UNIT: 702 OIL CHANGE	R	11/30/2020			061842		
110 20.6805	Maintenance:Vehicles		UNIT: 702 OIL CHANGE	65.40				155.30
0076	ARL DISPOSAL SERVICES							
I-11/18/2020	SERV: 10/14/2020-11/15/2020	R	11/30/2020			061843		
120 40.7600	Contractual:Refuse Collectio		SERV: 10/14/2020-11/	13,320.97				13,320.97
000140	ARLINGTON BLUELINE /dba							
I-37388	SCANNING PLANS 8/19 & 8/27	R	11/30/2020			061844		
110 40.6235	Mat/Supplies:Records Mgmt		SCANNING PLANS 8/19	562.35				562.35
0226	ARLINGTON SEWER UTILITIES							
I-11/19/2020	SERV: 10/14/2020-11/15/2020	R	11/30/2020			061845		
120 40.7615	Contractual:Sewer Treatment		SERV: 10/14/2020-11/	32,270.10				32,270.10
000293	ARLINGTON WATER UTILITIES							
I-11/16/2020	SERV: 10/11/2020-11/08/2020	R	11/30/2020			061846		
120 00.2105	Accrued Payables		SERV: 10/11/2020-11/	5,000.00				
120 40.7650	Contractual:Water Purchase		SERV: 10/11/2020-11/	25,647.30				30,647.30
000323	AT&T LOCAL SERVICES - DPS ALAR							
I-11/13/2020	SERV: 11/13/2020-12/12/2020	R	11/30/2020			061847		
180 40.6510	Utilities: Telephone		SERV: 11/13/2020-12/	178.04				178.04

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000331	AT&T-MANAGED INTERNET SERVICE							
I-11/11/2020	SERV: 10/11/2020-11/10/2020	R	11/30/2020			061848		
110 40.6510	Utilities:Telephone		SERV: 10/11/2020-11/	958.69				
110 00.4451	Fees:Overhead Cost Recover-W/SSERV: 10/11/2020-11/			383.48CR				
120 40.8006	W/S Overhead Cost Recovery FeeSERV: 10/11/2020-11/			383.48				958.69
0103	ATMOS ENERGY							
I-11/16/2020	SERV: 10/15/2020-11/13/2020	R	11/30/2020			061849		
110 40.6505	Utilities:Gas		SERV: 10/15/2020-11/	178.50				
110 00.4451	Fees:Overhead Cost Recover-W/SSERV: 10/15/2020-11/			71.40CR				
120 40.8006	W/S Overhead Cost Recovery FeeSERV: 10/15/2020-11/			71.40				178.50
000572	AUSTIN ASPHALT, INC							
I-372437	INDIAN TRAILS 255.71TN HOT MIX	R	11/30/2020			061850		
143 40.9350	Capital Outlay: Street ProjectINDIAN TRAILS 255.71			15,993.09				15,993.09
000067	BIRD'S COPIES LLC							
I-46305	(954) NOV NEWSLETTER/WTR BILL	R	11/30/2020			061851		
110 40.6240	Mat/Supplies: Printing		(954) NOV NEWSLETTER	219.42				
120 40.6240	Mat/Supplies: Printing		(954) NOV NEWSLETTER	85.86				
120 40.6240	Mat/Supplies: Printing		(954) NOV NEWSLETTER	225.00				
120 40.6245	Mat/Supplies: Postage		(954) NOV NEWSLETTER	438.84				
120 40.6240	Mat/Supplies: Printing		(954) NOV NEWSLETTER	72.72				1,041.84
1484	BOUND TREE MEDICAL, LLC							
I-83842756	(5)PEDIATRIC NEBULIZER W/MASK	R	11/30/2020			061852		
110 55.6250	Mat/Supplies: FF Supplies		(5)PEDIATRIC NEBULIZ	5.75				5.75
000523	CANON SOLUTIONS AMERICA INC							
I-22146309	CANON: NOV 2020 & COPIES	R	11/30/2020			061853		
110 40.7305	Contractual:Copy Machine		CANON: NOV 2020 & CO	705.61				
110 00.4451	Fees:Overhead Cost Recover-W/SCANON: NOV 2020 & CO			282.24CR				
120 40.8006	W/S Overhead Cost Recovery FeeCANON: NOV 2020 & CO			282.24				705.61
000406	TARA CAO							
I-11/19/2020	HALLOWEEN GOODIE BAG EVENT	R	11/30/2020			061854		
180 40.8022	Other: Special Events		HALLOWEEN GOODIE BAG	97.95				97.95
1673	CARENOW CORPORATE							
I-CN2782-4080506	PHYSICAL/DRUG SCREEN-B.DAVIS	R	11/30/2020			061855		
180 40.6027	Pers:Pre-Employment Screening		PHYSICAL/DRUG SCREEN	108.00				108.00
000088	CLEAT							
I-CLE202011090953	cleat dues	R	11/30/2020			061856		
210 50.8015	CLEAT Payable		cleat dues	105.00				
I-CLE202011230958	cleat dues	R	11/30/2020			061856		
210 50.8015	CLEAT Payable		cleat dues	105.00				210.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1220	COMMERCIAL RECORDER							
I-CL45594	ORDINANCE 2020-09	R	11/30/2020			061857		
110 40.6205	Mat/Supplies: Legal Notices	ORDINANCE 2020-09		25.60				25.60
000360	KAY DAY							
I-11/30/2020	CELL PHONE REIMBURSE: NOV 2020	R	11/30/2020			061858		
110 40.8028	Other:Cell Phone Reimbursement	CELL PHONE REIMBURSE		25.00				
120 40.8028	Other:Cell Phone Reimbursement	CELL PHONE REIMBURSE		25.00				50.00
000531	SELECT BENEFITS GROUP, INC,							
I-5581338	DENTAL SELECT: DEC 2020	R	11/30/2020			061859		
210 00.2056	Dental Insurance Payable	DENTAL SELECT: DEC 2		1,089.59				1,089.59
000282	DIR DEPT of INFO RESOURCES							
I-21101467N	OCT 2020 T1 LINE FOR DPS RADIO	R	11/30/2020			061860		
110 50.8072	Other:Radio T1 Line	OCT 2020 T1 LINE FOR		169.28				
110 55.8072	Other:Radio T1 Line	OCT 2020 T1 LINE FOR		169.28				338.56
000526	FIDELITY SECURITY LIFE INSURAN							
I-164565724	EYEMED: DEC 2020	R	11/30/2020			061861		
210 00.2057	Vision Insurance Payable	EYEMED: DEC 2020		236.95				236.95
0137	SUZANNE HUDSON							
I-11/30/2020	HUDSON: NOV 2020	R	11/30/2020			061862		
110 30.7000	Consultants:Municipal Judge	HUDSON: NOV 2020		6,875.00				6,875.00
000544	LOGIX HOLDING COMPANY, LLC							
I-335567	SERV: 10/15/2020-11/14/2020	R	11/30/2020			061863		
110 40.6510	Utilities:Telephone	SERV: 10/15/2020-11/		87.95				
110 00.4451	Fees:Overhead Cost Recover-W/S	SERV: 10/15/2020-11/		35.18CR				
120 40.8006	W/S Overhead Cost Recovery Fees	SERV: 10/15/2020-11/		35.18				87.95
000317	MOBILE WIRELESS LLC							
I-3942	(5)NETMOTION MOBILITY LIC;(1)Y	R	11/30/2020			061864		
110 60.7300	Contractual:Computer System	(5)NETMOTION MOBILIT		420.52				
120 40.7300	Contractual:Computer System	(5)NETMOTION MOBILIT		420.53				
110 40.7300	Contractual:Computer System	(5)NETMOTION MOBILIT		560.70				
110 60.7300	Contractual:Computer System	(5)NETMOTION MOBILIT		108.00				
120 40.7300	Contractual:Computer System	(5)NETMOTION MOBILIT		108.00				
110 40.7300	Contractual:Computer System	(5)NETMOTION MOBILIT		144.00				1,761.75
000174	MOTOROLA SOLUTIONS CREDIT CO							
I-8230298146	DEC 2020 RADIO MAINTENANCE	R	11/30/2020			061865		
110 50.7320	Contractual:Comm Radio	DEC 2020 RADIO MAINT		823.38				
110 55.7320	Contractual:Comm Radio	DEC 2020 RADIO MAINT		823.37				1,646.75

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000426	MUTUAL OF OMAHA							
I-001142549008	MUTAL: DEC 2020	R	11/30/2020			061866		
110 20.6049	Personnel:ER-ShortTerm Disab	MUTAL: DEC 2020		18.44				
110 30.6049	Personnel:ER-Short Term Disab	MUTAL: DEC 2020		8.91				
110 40.6049	Personnel:ER-ShortTerm Disab	MUTAL: DEC 2020		14.68				
110 50.6049	Personnel:ER ShortTerm Disab	MUTAL: DEC 2020		125.14				
110 55.6049	Personnel:ER ShortTerm Disab	MUTAL: DEC 2020		3.87				
110 60.6049	Personnel:ER-ShortTerm Disab	MUTAL: DEC 2020		8.40				
120 40.6049	Personnel:ER Short Term Disab	MUTAL: DEC 2020		37.24				
180 40.6049	Personnel:ER Short Term Disab	MUTAL: DEC 2020		5.08				
110 20.6046	Personnel:ER-Long Term Disab	MUTAL: DEC 2020		33.35				
110 30.6046	Personnel:ER-Long Term Disab	MUTAL: DEC 2020		15.18				
110 40.6046	Personnel:ER-LongTerm Disab	MUTAL: DEC 2020		30.70				
110 50.6046	Personnel:ER LongTerm Disab	MUTAL: DEC 2020		217.51				
110 55.6046	Personnel:ER Long Term Disab	MUTAL: DEC 2020		6.72				
110 60.6046	Personnel:ER-LongTerm Disab	MUTAL: DEC 2020		13.35				
120 40.6046	Personnel:ER Long Term Disab	MUTAL: DEC 2020		67.62				
180 40.6046	Personnel:ER-LongTerm Disab	MUTAL: DEC 2020		8.07				
110 20.6042	Personnel:ER-Life/AD&D Ins	MUTAL: DEC 2020		6.62				
110 30.6042	Personnel:ER-Life/AD&D Ins	MUTAL: DEC 2020		3.57				
110 40.6042	Personnel:ER-Life/AD&D Ins	MUTAL: DEC 2020		5.40				
110 50.6042	Personnel:ER-Life/AD&D Ins	MUTAL: DEC 2020		39.60				
110 55.6042	Personnel:ER-Life/AD&D Ins	MUTAL: DEC 2020		0.58				
110 60.6042	Personnel:ER-Life/AD&D Ins	MUTAL: DEC 2020		3.24				
120 40.6042	Personnel:ER-Life/AD&D Ins	MUTAL: DEC 2020		14.43				
180 40.6042	Personnel:ER-Life/AD&D Ins	MUTAL: DEC 2020		2.16				
210 00.2058	Vol Life/AD&D Ins Payable	MUTAL: DEC 2020		323.60				1,013.46
000425	NATIONWIDE RETIREMENT SOLUTION							
I-NPR202011230958	457B-Nationwide	R	11/30/2020			061867		
210 00.2062	Nationwide Payable	457B-Nationwide		440.00				440.00
0218	OFFICE DEPOT							
I-135885641001	(1)PLANTRONICS HANDSET LIFTER	R	11/30/2020			061868		
110 40.6215	Mat/Supplies:Office Supplies (1)PLANTRONICS HANDS			93.49				
110 00.4451	Fees:Overhead Cost Recover-W/S(1)PLANTRONICS HANDS			37.39CR				
120 40.8006	W/S Overhead Cost Recovery Fee(1)PLANTRONICS HANDS			37.39				93.49
1	PRISCILLA WILSON							
I-11/19/20 #24349-1	#24349-1	R	11/30/2020			061869		
205 00.2300	Outside Entities	PRISCILLA WILSON: #2		750.00				750.00
1855	PVP COMMUNICATIONS, INC							
I-128423	(1) NOLAN N 100-5 HI-RISE HELM	R	11/30/2020			061870		
110 50.6270	Mat/Supplies:Emergency Equip (1) NOLAN N 100-5 HI			1,522.23				1,522.23

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 DATE RANGE:11/01/2020 THRU 11/30/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2039	QUIKTRIP FLEET SERVICES dba							
I-68580125	QT STMT: NOV 2020	R	11/30/2020			061871		
110 60.6350	Mat/Supplies: Fuel	QT STMT: NOV 2020		103.08				
120 40.6350	Mat/Supplies: Fuel	QT STMT: NOV 2020		103.09				
110 55.6350	Mat/Supplies: Fuel	QT STMT: NOV 2020		108.87				
110 20.6350	Mat/Supplies: Fuel	QT STMT: NOV 2020		130.51				
110 50.6350	Mat/Supplies: Fuel	QT STMT: NOV 2020		2,008.45				
110 60.6350	Mat/Supplies: Fuel	QT STMT: NOV 2020		217.08				
120 40.6350	Mat/Supplies: Fuel	QT STMT: NOV 2020		106.60				
110 50.6350	Mat/Supplies: Fuel	QT STMT: NOV 2020		16.68CR				2,761.00
000568	RJM CONTRACTORS							
I-20012-03	PAY APP #3 THRU 10/31/2020	R	11/30/2020			061872		
142 00.6602	City Hall	PAY APP #3 THRU 10/3		135,916.20				135,916.20
1547	TARRANT COUNTY - BOND DESK							
I-11/24/20 #24350-1	#24350-1 BEVERLY, ROBERT DANA	R	11/30/2020			061873		
205 00.2300	Outside Entities	#24350-1 BEVERLY, RO		500.00				500.00
000573	TARRANT COUNTY							
I-1800037883	INDIAN TRAIL STRIPING SERVICE	R	11/30/2020			061874		
143 40.9350	Capital Outlay: Street Project	INDIAN TRAIL STRIPIN		302.64				302.64
000575	TEXAS TRAFFIC & BARRICADE, LLC							
I-00001966	TWIN SPRINGS TRAFFIC SIGNS DEL	R	11/30/2020			061875		
143 40.9350	Capital Outlay: Street Project	TWIN SPRINGS TRAFFIC		42.50				
I-00002033	TWIN SPRINGS TRAFFIC SIGNS & S	R	11/30/2020			061875		
143 40.9350	Capital Outlay: Street Project	TWIN SPRINGS TRAFFIC		255.00				297.50
000427	TML MULTISTATE INTERGOVERNMENT							
I-C832012A	TML: DEC 2020	R	11/30/2020			061876		
110 20.6047	Personnel:Employee Insurances	TML: DEC 2020		550.56				
110 30.6047	Personnel:Employee Insurances	TML: DEC 2020		545.33				
110 40.6047	Personnel:Employee Insurances	TML: DEC 2020		847.83				
110 50.6047	Personnel:Employee Health Ins	TML: DEC 2020		8,562.81				
110 55.6047	Personnel:Employee Health Ins	TML: DEC 2020		334.05				
110 60.6047	Personnel:Employee Health Ins	TML: DEC 2020		773.20				
120 40.6047	Personnel:Employee Health Ins	TML: DEC 2020		2,758.38				
180 40.6047	Personnel: Health Insurance	TML: DEC 2020		580.76				
210 00.2060	Medical Insurance Payable	TML: DEC 2020		4,421.24				
210 00.2063	Insurance Payable-FSA	TML: DEC 2020		466.68				
210 00.2061	Insurance Payable - HSA	TML: DEC 2020		633.80				
110 20.6048	Personnel:HSA/HRA	TML: DEC 2020		65.21				
110 30.6048	Personnel:HSA/HRA	TML: DEC 2020		65.17				
110 40.6048	Personnel:HSA/HRA	TML: DEC 2020		176.57				
110 50.6048	Personnel:HSA/HRA	TML: DEC 2020		774.00				
110 55.6048	Personnel:HSA/HRA	TML: DEC 2020		20.34				
110 60.6048	Personnel:HSA/HRA	TML: DEC 2020		33.69				

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000427	TML MULTISTATE INTERGOCONT							
I-C832012A	TML: DEC 2020	R	11/30/2020			061876		
120 40.6048	Personnel:HSA/HRA	TML: DEC 2020		285.78				
180 40.6048	Personnel:HSA/HRA	TML: DEC 2020		8.42				
110 40.6047	Personnel:Employee Insurances	TML: DEC 2020		166.74CR				21,737.08
1357	TMRS							
I-PEN202011090953	TMRS Pension	R	11/30/2020			061877		
110 20.6045	Personnel:TMRS	TMRS Pension		895.77				
110 30.6045	Personnel:TMRS	TMRS Pension		471.38				
110 40.6045	Personnel:TMRS	TMRS Pension		906.67				
110 50.6045	Personnel:TMRS	TMRS Pension		7,722.51				
110 55.6045	Personnel:TMRS	TMRS Pension		1,140.41				
110 60.6045	Personnel:TMRS	TMRS Pension		451.91				
120 40.6045	Personnel:TMRS	TMRS Pension		2,184.56				
180 40.6045	Personnel:TMRS	TMRS Pension		163.89				
110 50.6045	Personnel:TMRS	TMRS Pension		1,090.03				
210 00.2033	Tx Municipal Retirement System	TMRS Pension		4,980.63				
I-PEN202011090954	TMRS Pension	R	11/30/2020			061877		
110 20.6045	Personnel:TMRS	TMRS Pension		130.48				
110 30.6045	Personnel:TMRS	TMRS Pension		108.07				
110 40.6045	Personnel:TMRS	TMRS Pension		38.87				
110 50.6045	Personnel:TMRS	TMRS Pension		1,172.41				
110 55.6045	Personnel:TMRS	TMRS Pension		48.55				
110 60.6045	Personnel:TMRS	TMRS Pension		41.73				
120 40.6045	Personnel:TMRS	TMRS Pension		202.97				
180 40.6045	Personnel:TMRS	TMRS Pension		11.57				
110 50.6045	Personnel:TMRS	TMRS Pension		76.88				
210 00.2033	Tx Municipal Retirement System	TMRS Pension		607.04				
I-PEN202011230958	TMRS Pension	R	11/30/2020			061877		
110 20.6045	Personnel:TMRS	TMRS Pension		895.51				
110 30.6045	Personnel:TMRS	TMRS Pension		471.10				
110 40.6045	Personnel:TMRS	TMRS Pension		906.67				
110 50.6045	Personnel:TMRS	TMRS Pension		7,628.84				
110 55.6045	Personnel:TMRS	TMRS Pension		1,176.39				
110 60.6045	Personnel:TMRS	TMRS Pension		452.27				
120 40.6045	Personnel:TMRS	TMRS Pension		2,184.95				
180 40.6045	Personnel:TMRS	TMRS Pension		164.07				
110 50.6045	Personnel:TMRS	TMRS Pension		1,169.31				
210 00.2033	Tx Municipal Retirement System	TMRS Pension		4,987.87				42,483.31
1	GORMAN, LESLIE J							
I-000202011180956	US REFUND	R	11/30/2020			061878		
120 00.2620	Refundable Deposits	05-000280-02		11.12				11.12

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	HARRISON, TED							
I-000202011180955	US REFUND	R	11/30/2020			061879		
120 00.2620	Refundable Deposits	05-000222-00		13.44				13.44
1	LANKFORD, TYLER							
I-000202011180957	US REFUND	R	11/30/2020			061880		
120 00.2620	Refundable Deposits	11-000112-05		18.61				18.61

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	79	352,065.64	0.00	351,675.64
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	5	38,813.45	0.00	38,813.45
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	390.00CR	390.00CR	0.00

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
110 00.1405	Prepaid Expenses	500.00
110 00.4451	Fees:Overhead Cost Recover-W/S	2,393.47CR
110 20.6030	Personnel:FICA(SS) & Medicare	700.17
110 20.6042	Personnel:ER-Life/AD&D Ins	6.62
110 20.6045	Personnel:TMRS	1,921.76
110 20.6046	Personnel:ER-Long Term Disab	33.35
110 20.6047	Personnel:Employee Insurances	566.20
110 20.6048	Personnel:HSA/HRA	65.21
110 20.6049	Personnel:ER-ShortTerm Disab	18.44
110 20.6350	Mat/Supplies:Fuel	130.51
110 20.6510	Utilities:Telephone	49.41
110 20.6520	Utilities:Mobile Data Termin	38.25
110 20.6805	Maintenance:Vehicles	65.40
110 20.7015	Consultants:Legal-Regular	161.25
110 30.6030	Personnel:FICA(SS) & Medicare	358.81
110 30.6042	Personnel:ER-Life/AD&D Ins	3.57
110 30.6045	Personnel:TMRS	1,050.55
110 30.6046	Personnel:ER-Long Term Disab	15.18
110 30.6047	Personnel:Employee Insurances	553.76
110 30.6048	Personnel:HSA/HRA	65.17
110 30.6049	Personnel:ER-Short Term Disab	8.91

VENDOR SET: 01 City of Dalworthington
 BANK: POOL POOLED CASH - CHECKING
 DATE RANGE:11/01/2020 THRU 11/30/2020

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
110 30.7000	Consultants:Municipal Judge	6,875.00
110 30.7010	Consultants:City Prosecutor	375.00
110 30.7300	Contractual:Computer System	60.50
110 40.6030	Personnel:FICA(SS) & MediCare	635.58
110 40.6042	Personnel:ER-Life/AD&D Ins	5.40
110 40.6045	Personnel:TMRS	1,852.21
110 40.6046	Personnel:ER-LongTerm Disab	30.70
110 40.6047	Personnel:Employee Insurances	693.84
110 40.6048	Personnel:HSA/HRA	176.57
110 40.6049	Personnel:ER-ShortTerm Disab	14.68
110 40.6205	Mat/Supplies: Legal Notices	25.60
110 40.6215	Mat/Supplies:Office Supplies	141.47
110 40.6235	Mat/Supplies:Records Mgmt	562.35
110 40.6240	Mat/Supplies: Printing	343.42
110 40.6245	Mat/Supplies: Postage	7.74
110 40.6500	Utilities:Electricity	1,024.34
110 40.6505	Utilities:Gas	178.50
110 40.6510	Utilities:Telephone	1,663.93
110 40.6520	Utilities:Mobile Data Termin	19.12
110 40.6810	Maintenance:Bldg/Grounds/Park	285.00
110 40.7015	Consultants:Legal-Regular	3,914.14
110 40.7300	Contractual:Computer System	704.70
110 40.7301	Contractual: Shred Service	89.13
110 40.7305	Contractual:Copy Machine	705.61
110 40.7440	Contractual:Janitor Services	800.00
110 40.8010	Other:MembershipDues/Subscript	1,019.00
110 40.8028	Other:Cell Phone Reimbursement	25.00
110 50.6030	Personnel:FICA(SS) & Medicare	5,922.59
110 50.6042	Personnel:ER-Life/AD&D Ins	39.60
110 50.6045	Personnel:TMRS	18,859.98
110 50.6046	Personnel:ER LongTerm Disab	217.51
110 50.6047	Personnel:Employee Health Ins	8,675.01
110 50.6048	Personnel:HSA/HRA	813.88
110 50.6049	Personnel:ER ShortTerm Disab	125.14
110 50.6110	Training:Firearms/Range	1,500.00
110 50.6270	Mat/Supplies:Emergency Equip	1,522.23
110 50.6350	Mat/Supplies:Fuel	1,991.77
110 50.6510	Utilities:Telephone	172.95
110 50.6520	Utilities:Mobile Data Termin	363.37
110 50.6525	Utilities:Cable	35.15
110 50.6805	Maintenance:Vehicles	199.70
110 50.7015	Consultants:Legal-Regular	555.30
110 50.7310	Contractual:Arlington Air Time	1,176.00
110 50.7320	Contractual:Comm Radio	1,646.76
110 50.8072	Other:Radio T1 Line	169.28
110 55.6030	Personnel:FICA(SS) & Medicare	829.66

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
110 55.6032	Personnel:Vol FireProgIncentiv	49.00
110 55.6042	Personnel:ER-Life/AD&D Ins	0.58
110 55.6045	Personnel:TMRS	2,365.35
110 55.6046	Personnel:ER Long Term Disab	6.72
110 55.6047	Personnel:Employee Health Ins	342.21
110 55.6048	Personnel:HSA/HRA	20.34
110 55.6049	Personnel:ER ShortTerm Disab	3.87
110 55.6250	Mat/Supplies: FF Supplies	46.26
110 55.6350	Mat/Supplies:Fuel	108.87
110 55.6510	Utilities:Telephone	74.10
110 55.6520	Utilities:Mobile Data Termin	19.13
110 55.6525	Utilities:Cable	35.15
110 55.7310	Contractual:Arlington Air Time	1,176.00
110 55.7320	Contractual:Comm Radio	1,646.74
110 55.8072	Other:Radio T1 Line	169.28
110 60.6030	Personnel:FICA(SS)&Medicare	312.26
110 60.6042	Personnel:ER-Life/AD&D Ins	3.24
110 60.6045	Personnel:TMRS	945.91
110 60.6046	Personnel:ER-LongTerm Disab	13.35
110 60.6047	Personnel:Employee Health Ins	783.40
110 60.6048	Personnel:HSA/HRA	33.69
110 60.6049	Personnel:ER-ShortTerm Disab	8.40
110 60.6350	Mat/Supplies: Fuel	320.16
110 60.6500	Utilities:Electricity	2,202.07
110 60.6510	Utilities:Telephone	74.10
110 60.6805	Maintenance:Vehicles	3.50
110 60.7300	Contractual:Computer System	528.52
110 60.9010	Capital Outlay:Computer/Off Eq	449.98
	*** FUND TOTAL ***	82,705.64
118 30.6225	Mat/Supplies: Court Automation	214.00
	*** FUND TOTAL ***	214.00
120 00.2080	State Sales Tax Payable	1,203.00
120 00.2105	Accrued Payables	5,000.00
120 00.2620	Refundable Deposits	43.17
120 40.6030	Personnel:FICA(SS) & MediCare	1,537.88
120 40.6042	Personnel:ER-Life/AD&D Ins	14.43
120 40.6045	Personnel:TMRS	4,572.48
120 40.6046	Personnel:ER Long Term Disab	67.62
120 40.6047	Personnel:Employee Health Ins	2,792.45
120 40.6048	Personnel:HSA/HRA	285.78
120 40.6049	Personnel:ER Short Term Disab	37.24
120 40.6240	Mat/Supplies: Printing	383.58
120 40.6245	Mat/Supplies: Postage	438.84
120 40.6350	Mat/Supplies: Fuel	209.69

VENDOR SET: 01 City of Dalworthington
 BANK: POOL POOLED CASH - CHECKING
 DATE RANGE:11/01/2020 THRU 11/30/2020

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
120 40.6500	Utilities:Electricity	1,707.78
120 40.6510	Utilities:Telephone	98.84
120 40.6520	Utilities:Mobile Data Termin	130.18
120 40.6805	Maintenance:Vehicles	3.50
120 40.7015	Consultants:Legal-Regular	53.75
120 40.7300	Contractual:Computer System	528.53
120 40.7600	Contractual:Refuse Collectio	13,320.97
120 40.7601	Contractual:Hazardous Wst Coll	769.85
120 40.7615	Contractual:Sewer Treatment	32,723.57
120 40.7650	Contractual:Water Purchase	25,647.30
120 40.7655	Contractual:Water Testing	460.00
120 40.8006	W/S Overhead Cost Recovery Fee	2,393.47
120 40.8028	OtherLCell Phone Reimbursement	25.00
120 40.9010	Capital Outlay-Computer/Off Eq	449.99
	*** FUND TOTAL ***	94,898.89
142 00.6602	City Hall	139,504.20
	*** FUND TOTAL ***	139,504.20
143 40.9350	Capital Outlay: Street Project	20,877.72
	*** FUND TOTAL ***	20,877.72
180 40.6027	Pers:Pre-Employment Screening	108.00
180 40.6030	Personnel:FICA(SS) & MediCare	164.75
180 40.6042	Personnel:ER-Life/AD&D Ins	2.16
180 40.6045	Personnel:TMRS	339.53
180 40.6046	Personnel:ER-LongTerm Disab	8.07
180 40.6047	Personnel: Health Insurance	583.31
180 40.6048	Personnel:HSA/HRA	8.42
180 40.6049	Personnel:ER Short Term Disab	5.08
180 40.6500	Utilities:Electricity	210.65
180 40.6510	Utilities: Telephone	178.04
180 40.6810	Maintenance: Blgs/Ground/Park	600.00
180 40.7015	Legal: Regular	1,885.60
180 40.7620	Contractual:TRA Effluent Fee	351.37
180 40.8022	Other: Special Events	97.95
	*** FUND TOTAL ***	4,542.93
185 50.6030	Personnel:FICA(SS) & Medicare	791.91
	*** FUND TOTAL ***	791.91
205 00.2300	Outside Entities	1,250.00
	*** FUND TOTAL ***	1,250.00
210 00.2010	Social Security Payable	9,120.60
210 00.2015	Medicare Payable	2,133.01

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
210 00.2020	Withholding Payable	14,603.23
210 00.2033	Tx Municipal Retirement System	10,575.54
210 00.2056	Dental Insurance Payable	1,089.59
210 00.2057	Vision Insurance Payable	236.95
210 00.2058	Vol Llife/AD&D Ins Payable	323.60
210 00.2059	Aflac Insurance Payable	1,009.56
210 00.2060	Medical Insurance Payable	4,421.24
210 00.2061	Insurance Payable - HSA	633.80
210 00.2062	Nationwide Payable	880.00
210 00.2063	Insurance Payable-FSA	466.68
210 50.8015	CLEAT Payable	210.00
	*** FUND TOTAL ***	45,703.80

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: POOL TOTALS:	84	390,489.09	0.00	390,489.09
BANK: POOL TOTALS:	84	390,489.09	0.00	390,489.09
REPORT TOTALS:	84	390,489.09	0.00	390,489.09

SELECTION CRITERIA

VENDOR SET: 01-Dalworthington Gardens, T
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 11/01/2020 THRU 11/30/2020
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: YES
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All



City Administrator Report

1. **CDBG-CV Grant**: City did not receive grant. Reason cited is pathways have no tie-back to preventing or responding to COVID-19.
2. **Twin Lakes/Twin Springs**: Anticipated to be completed in next few weeks.
3. **Other Items**: If necessary, other items that arise before the meeting.

RESOLUTION NO. 2020-28

**A RESOLUTION OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS,
APPROVING CITY HOLIDAY SCHEDULE FOR 2021**

WHEREAS, the City Personnel Policy requires City Council to adopt the City’s holiday schedule on an annual basis; and

WHEREAS, the list of proposed holidays for 2021 is being presented.

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

- The 2021 holiday schedule attached hereto as Exhibit “A” is hereby adopted.

PASSED & APPROVED this 17th of December, 2020.

CITY OF DALWORTHINGTON GARDENS

Laura Bianco, Mayor

ATTEST:

Lola Hazel, City Administrator

**CITY OF DALWORTHINGTON GARDENS
2021 HOLIDAY SCHEDULE**

NEW YEARS DAY	FRIDAY	1/1/2021
MARTIN LUTHER KING DAY	MONDAY	1/18/2021
PRESIDENT'S DAY	MONDAY	2/15/2021
GOOD FRIDAY	FRIDAY	4/2/2021
MEMORIAL DAY	MONDAY	5/31/2021
JULY 4TH	MONDAY	7/5/2021
LABOR DAY	MONDAY	9/6/2021
VETERAN'S DAY	THURSDAY	11/11/2021
THANKSGIVING	THURSDAY	11/25/2021
FRIDAY AFTER THANKSGIVING	FRIDAY	11/26/2021
CHRISTMAS EVE	FRIDAY	12/24/2021
CHRISTMAS DAY	MONDAY	12/27/2021

RESOLUTION NO. 2020-29

A RESOLUTION OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS, APPROVING A PROCESS TO FOLLOW EACH FISCAL YEAR FOR THE CITY BUDGET WHICH WORKS UP TO BUDGET APPROVAL IN ACCORDANCE WITH STATE LAW

WHEREAS, the adoption of a budget process will lead to organization among staff and City Council when working towards adoption of the City budget each fiscal year.

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

- The Budget Process attached hereto as Exhibit “A” is hereby adopted.

PASSED & APPROVED this 17th of December, 2020.

CITY OF DALWORTHINGTON GARDENS

Laura Bianco, Mayor

ATTEST:

Lola Hazel, City Administrator

City of Dalworthington Gardens

Fiscal Year Budget Process

The following shall be the process whereby staff prepares the budget with the Mayor's guidance. The Mayor may work with the DPS Director and City Administrator to alter the below process as long as the chosen process follows city ordinances and state law requirements. The process could begin earlier or later depending on legislative changes that require a broader or narrower timeline.

- Beginning in February of each year, the City Administrator should begin preparing estimates for any upcoming street projects to be considered in the budget. This should include any Community Development Block Grant (CDBG) project.
- Beginning in March of each year, the City Administrator and DPS Director will begin working internally on budget requests for inclusion in the upcoming budget year.
- In April, the City Administrator will work with the Finance Director to begin preparing the budget calendar. The calendar is created to follow legal guidelines and notice requirements as required by state law. The calendar should include dates for City Council, the Crime Control and Prevention District (CCPD), and Park and Recreation Facilities Development Corporation (PRFDC). The CCPD and PRFDC must approve their respective budgets prior to City Council approval.
- At the May council meeting, the City Administrator will present the budget calendar to City Council for approval of work session and meeting dates. At this same meeting, City Council will provide feedback for proposed budget items and projects.
- Following the May council meeting, the City Administrator and DPS Director will work with the Finance Director on their respective budgets to begin discussions with the Mayor on budget requests. In accordance with Local Government Code, Chapter 102, the mayor of a municipality serves as the budget officer for the governing body, unless the municipality has a city manager form of government.
- All budget requests shall be due by June 1 of each year in order for the Finance Director to prepare the budget for council presentation. Legal requirements may dictate an earlier due date.
- Budget work sessions shall begin in late July or August, depending in legal requirements for a given year. The first budget work session shall include presentation of the current fiscal year budget so that council may compare current budget circumstances with the original approved budget, which will allow better planning for the next fiscal year budget.
- Budget adoption shall take place by October 1.

RESOLUTION NO. 2020-30

**A RESOLUTION OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS,
ADOPTING THE CITY OF DALWORTHINGTON GARDENS INVESTMENT POLICY**

WHEREAS, Chapter 2256 of the Local Government Code, known as the Public Funds Investment Act, requires a governing body to review its investment policy and investment strategies not less than annually; and

WHEREAS, the governing body is required adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

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

PASSED & APPROVED this 17th of December, 2020.

CITY OF DALWORTHINGTON GARDENS

Laura Bianco, Mayor

ATTEST:

Lola Hazel, City Administrator



CITY OF DALWORTHINGTON GARDENS

INVESTMENT POLICY

1. Policy Statement

It is the policy of the City of Dalworthington Gardens (City) that the investment of public funds shall be handled as its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow demands of the City and conforming to all applicable state and City statutes governing the investment of public funds. The receipt of a market rate of return will be secondary to the requirements for safety and liquidity.

It is the intent of the City to be in complete compliance with local law, the Public Funds Investment Act and the Public Funds Collateral Act. Specific investment parameters for the investment of public funds in Texas are stipulated in the Public Funds Investment Act (“PFIA”), Chapter 2256, Texas Government Code. The Public Funds Collateral Act, Chapter 2257, Texas Government Code, specifies collateral requirements for deposits of all public funds. The Interlocal Cooperation Act, Chapter 791, Texas Government Code, authorizes local governments in Texas to participate in a Texas investment pool established thereunder.

2. Scope

This investment policy applies to all financial assets and funds held by the City. These funds are accounted for in the City’s Annual Financial Report.

- A. General Fund
- B. Special Revenue Funds
- C. Debt Service Funds
- D. Capital Project Funds
- E. Proprietary (Enterprise) Funds
- F. All Other Funds

Any new operating or bond funds created by the City will be managed under the provisions of this Policy unless specifically exempted by the City Council and this Policy.

3. Objectives and Strategy

It is the policy of the City that all funds shall be managed and invested with four primary objectives, listed in order of their priority: *safety, liquidity, diversification and yield*. These objectives encompass the following:

Safety [PFIA 2256.005(b)(2)]: Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Liquidity [PFIA 2256.005(b)(2)]: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in shares of money market funds or local government investment pools that offer same-day liquidity.

Diversification [PFIA 2256.005(b)(3)]: Diversification is required in the portfolio's composition. Diversification of the portfolio will include diversification by maturity and market sector and will include the use of a number of broker/dealers or banks for diversification and market coverage.

Yield [PFIA 2256.005(b)(3)]: The City's investment portfolio shall be designed with the objective of attaining a reasonable market yield throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

4. Delegation of Authority [PFIA 2256.005(f)]

Authority to manage the City's investment program are derived from a Resolution of the City Council, wherein, the City Administrator and Finance Director are designated as the Investment Officers of the City and are responsible for all investment management decisions and activities. The investment authority granted to the investing officer(s) is effective until rescinded by the Council or termination of employment. No person may engage in an investment transaction or the management of City funds except as provided under the terms of this Investment Policy as approved by the City Council.

Procedures will be developed for the operation of the investment program which is consistent with this Investment Policy. Procedures will include safekeeping, wire transfer agreements, banking service contracts and collateral/depository agreements.

5. Prudence Person Standard [PFIA 2256.006]

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. This standard states that:

“Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived”.

Limitation of Personal Liability - Investment officers and those delegated investment authorities, when acting in accordance with written procedures and this Policy and in accord with the Prudent Person Rule, shall be relieved of personal liability in the management of the portfolio provided that deviations from expectations for a specific security’s credit risk or market price change are reported in a timely manner and that appropriate action is taken to control adverse developments.

6. Investment Training [PFIA 2256.008(e)]

The City shall provide periodic training in investments for the designated investment officer(s) in order to insure the quality and capability of investment management in compliance with the Public Funds Investment Act.

The investment officer shall:

- 1) within 12 months from the date the officer takes office or assumes the officer’s duties, shall attend an initial training session of at least 10 hours of instruction relating to investment responsibilities in accordance with the Public Funds Investment Act; and
- 2) attend at least 8 hours of additional investment training not less than once within a 2-year period that begins on the first day of the City’s fiscal year and consists of the 2 consecutive fiscal years after that date.

The investment training session shall be provided by an independent source approved by the Council. For purposes of this policy, an “independent source” from which investment training shall be obtained shall include a professional organization, an institution of higher education or any other sponsor, other than a business organization with whom the City may engage in an investment transaction.

7. Ethics and Conflicts of Interest [PFIA 2256.005(i)]

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution and management of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Council any material interests in or with financial institutions with which they conduct business. They shall further disclose any material personal financial/investment positions that could be related to the performance of the City’s investment portfolio.

The Investment Officer(s) of the City who have a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity (Close relationship or kinship) or consanguinity (Blood relationship) to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

8. Authorized Financial Dealers and Institutions [PFIA 2256.025]

The City shall designate one banking institution through a competitive process as its central banking services provider at least once every (5) five years. This institution will be used for normal banking services including disbursements, collections and safekeeping of securities.

The City will maintain a list of financial institutions and/or broker/dealers which are authorized to provide investment services. This list will be reviewed at least annually and updated as needed by the investment officers, acting as the Council's investment committee. Time and demand deposits shall be made in qualified public depositories under a written agreement with the City.

All financial institutions, broker/dealers and pools who desire to provide investment services will be required to review the Investment Policy and to supply the City with the appropriate credentials, as determined by the Investment Officer, to qualify as an approved service provider. The firm will be required to return a signed copy of the Certification Form certifying that the Policy has been received and reviewed and only those securities approved by the Policy will be sold to the City. [PFIA 2256.005(k-1)]

9. Investments [PFIA 2256.005 (b)(4)(A)]

Acceptable investments under this Policy shall be limited to the instruments listed below and as further described by the Public Funds Investment Act.

Authorized:

- A. Obligations of the United States Government, its agencies and instrumentalities, not to exceed five years to stated maturity, but excluding all mortgage backed securities. [PFIA 2256.009(1)]
- B. Direct obligations of the State of Texas or its agencies and instrumentalities. [PFIA 2256.009(2)]

- C. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the FDIC or by the explicit full faith and credit of the United States. *[PFIA 2256.009(4)]*
- D. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated not less than A or its equivalent. *[PFIA 2256.009(5)]*
- E. Certificates of Deposit which are fully FDIC insured or collateralized from a depository institution doing business in the State of Texas and under the terms of a written depository agreement with that bank, not to exceed five years to stated maturity. Collateral should equal 102% of principal and interest excluding FDIC insurance coverage. *[PFIA 2256.010]*
- F. No-load Money Market Mutual Funds that are 1) registered with and regulated by the Securities and Exchange Commission, 2) must provide a prospectus and other information required by federal law, 3) has a dollar-weighted average stated maturity of 90 days or fewer, 4) include in their investment objectives to maintain a stable net asset value of \$1.00 per share, and 5) investing entity may not own more than 10% of the fund's total assets. *[PFIA 2256.014(a)]*
- G. Texas Local Government Investment Pools defined to meet the requirements of the Public Funds Investment Act. An investment pool that is created to function as a money market mutual fund must mark its portfolio to market daily, and to the extent reasonably possible, stabilize at a constant \$1 net asset value. A Public Funds Investment Pool must be continuously rated no lower than AAA or AAAM or an equivalent rating by at least one nationally recognized rating service. *[PFIA 2256.019]*

Council approval by resolution is required for participation in any local government pool. An investigation of the pool/fund is necessary prior to investing and on a continual basis. If local government investment pools and/or money market mutual funds are utilized, each must provide confirmations on deposits/withdrawals, full monthly reporting and a prospectus (information statement) fully describing the pool/fund with information as listed in Chapter 2256.016(b-c) of the Public Funds Investment Act.

Delivery versus Payment – All security transactions entered into by the City, shall be conducted on a delivery versus payment (DVP) basis.

Not Authorized [PFIA 2256.009(b)(1-4)]:

The City is specifically prohibited from investing in:

- A. An obligation whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest.
- C. Collateralized mortgage obligations that have a stated final maturity of greater than 10 years.
- D. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

If additional types of securities are approved for investment by public funds by state statute, they will not be eligible for investment until this Policy has been amended and the amended version adopted by the City Council.

10. Maximum Maturities & Diversification [PFIA 2256.005(b)(4)(B-C)]

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than (2) two years from the date of purchase. At no time will more than 20% of the portfolio extend beyond (1) one year. This will be accomplished by purchasing high quality, short-term and intermediate securities in a laddered structure or utilizing constant dollar investment pools. The composite portfolio will have a dollar weighted average maturity (WAM) of no more than 365 days. This dollar-weighted average maturity will be calculated using the stated final maturity dates of each security. The portfolio shall be diversified to protect against market and credit risk in any one sector. Diversification requirements can be fully met through use of an authorized investment pool.

SECURITY TYPE	MAXIMUM ALLOWABLE PERCENTAGE OF PORTFOLIO
U.S. Treasury Obligations	100%
U.S. Government Agencies and Instrumentalities	50%
Fully insured or collateralized CD's	30%
Money Market Funds	100%
Local Government Investment Pools	100%
Maximum percent of pool ownership	20%

11. Safekeeping and Collateralization

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits. Securities owned by the City shall be held in the City's name as evidenced by safekeeping receipts of the institution holding the securities.

Collateral for deposits will be held by the depository bank or a third-party custodian designated by the City and pledged to the City as evidenced by safekeeping receipts of the institution with which the collateral is deposited. Original safekeeping receipts shall be obtained. Collateral may be held by the depository bank's trust department, a Federal Reserve Bank or branch of a Federal Reserve Bank, a Federal Home Loan Bank, or a third-party bank approved by the City.

12. Collateral Policy (PFCA 2257.023)

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all City funds on deposit with a depository bank, other than investments. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on deposits or investments less an amount insured by the FDIC. At its discretion the City may require a higher level of collateralization for certain investment securities. Securities pledged as collateral shall be held by the depository bank or an independent third-party with which the City has a current custodial agreement. The Investment Officer(s) are responsible for entering into collateralization agreements with third-party custodian in compliance with this Policy. The agreements are to specify the acceptable investment securities for collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. Collateral shall be reviewed at least annually to assure that the market value of the pledged securities is adequate.

Collateral Defined [PFIA 2256.009]

The City shall accept only the following types of collateral:

- FDIC and FSLIC insurance coverage.
- Letter of Credit issued by a federal home loan bank.
- Obligations, the principal and interest of which are unconditionally guaranteed or insured by the State of Texas.

- Direct obligations of the United States or other obligations of the United States, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States.
- Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States with a remaining maturity of ten (10) years or less
- Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized rating firm not less than A or its equivalent

All collateral shall be **subject to inspection and audit** by the City's independent auditors.

13. Reporting [PFIA 2256.023]

The Investment Officer shall provide to the City Council investment reports no less than quarterly which provide a clear picture of the status of the current investment portfolio and conform to requirements of the Public Funds Investment Act. The management report should summarize investment strategies employed in the most recent quarter.

Schedules in the report should include detail and summary information including the following:

- A listing of individual securities held at the end of the reporting period.
- Unrealized gains or losses resulting from appreciation or depreciation by listing The beginning and ending book and market value of securities for the period.
- Additions and changes to the market value during the period.
- Average weighted yield to maturity of portfolio as compared to applicable benchmark.
- Listing of investments by maturity date.
- Fully accrued interest for the reporting period.
- The percentage of the total portfolio that each type of investment represents.
- Statement of compliance of the City's investment portfolio with state law and the investment strategy and policy approved by the Council.

The report will be prepared jointly by all involved in the investment activity and be signed by all Investment Officer(s) as in compliance with the PFIA and this Policy. Prices used for the calculation of market values shall be obtained from an independent source.

14. Investment Policy Adoption [PFIA 2256.005(e)]

The City's Investment Policy shall be adopted by resolution annually by the City Council. The City's investment policy shall be subject to revisions consistent with changing laws, regulations, and needs of the City. The Council shall adopt a resolution stating that it has

reviewed the policy and investment strategies annually, approving any changes or modifications.

ADOPTED BY COUNCIL DECEMBER 17, 2020

Mayor Laurie Bianco

Date

BROKER/DEALER CERTIFICATION FORM
As required by Texas Government Code 2256.005(k)

City of Dalworthington Gardens (the “City”)

_____ (the “Firm”)

I, as a registered principal or authorized representative for the Firm hereby certify that I and the broker covering this account have received and reviewed the Investment Policy of the City.

We acknowledge that this firm has implemented reasonable internal procedures and controls in an effort to preclude investment transactions conducted between this Firm and the City that are not authorized by the City’s Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City’s entire portfolio or requires an interpretation of subjective investment standards.

Signature _____

Name: _____

Title: _____

Firm Name: _____

Date: _____

LIST OF FINANCIAL INSTITUTIONS AND/OR BROKER/DEALERS

Banks:

Affiliated Bank

CDARS–Certificate of Deposit Account Registry Service

Texas Public Funds Investment Pools:

LOGIC (Local Government Investment Cooperative)

TexSTAR

Broker/Dealers:

N/A

RESOLUTION 2020-31

A RESOLUTION OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS (“CITY”), EXPRESSING SUPPORT FOR HOUSE BILL NO. 233 BEING PROPOSED BY REPRESENTATIVE ANDREW MURR DURING THE 87TH LEGISLATIVE SESSION

WHEREAS, during the 86th Texas Legislative Session, House Bill 2439 was passed and added to the Texas Government Code as Chapter 3000. This Chapter generally prohibits cities in Texas from adopting or enforcing regulations regarding certain building products, materials, or methods as detailed in **Exhibit A**.

WHEREAS, the City Council of the City of Dalworthington Gardens believes these restrictions on the City’s ability to regulate building materials within the city limits is detrimental to residential and commercial development in Dalworthington Gardens; and

WHEREAS, Representative Andrew Murr has introduced House Bill 233 for the 87th legislative session which will amend Government Code Chapter 3000, Section 1 (as detailed in **Exhibit B**) to exempt municipalities with a population of less than 25,000 from Chapter 3000 of the Government Code.

WHEREAS, the City Council of the City of Dalworthington Gardens would like to formally express support for the proposed House Bill 233.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dalworthington Gardens, Texas:

1. The City Council hereby expresses support for House Bill 233 proposed by Texas State Representative Andrew Murr during the 87th Legislative Session to amend Texas Government Code Chapter 3000, Section 1 (adopted as House Bill 2439 during the 86th Legislative Session).
2. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED AND APPROVED this, the 17th day of December, 2020, by a vote of the City Council of Dalworthington Gardens, Texas.

CITY OF DALWORTHINGTON GARDENS:

ATTEST:

Laurie Bianco, Mayor

Lola Hazel, City Administrator

Exhibit A

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE Z. MISCELLANEOUS PROVISIONS PROHIBITING CERTAIN GOVERNMENTAL
ACTIONSCHAPTER 3000. GOVERNMENTAL ACTION AFFECTING RESIDENTIAL AND COMMERCIAL
CONSTRUCTION

Sec. 3000.001. DEFINITIONS. In this chapter:

(1) "National model code" has the meaning assigned by Section 214.217, Local Government Code.

(2) "Governmental entity" has the meaning assigned by Section 2007.002.

Added by Acts 2019, 86th Leg., R.S., Ch. 1289 (H.B. 2439), Sec. 1, eff. September 1, 2019.

Sec. 3000.002. CERTAIN REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS PROHIBITED. (a) Notwithstanding any other law and except as provided by Subsection (d), a governmental entity may not adopt or enforce a rule, charter provision, ordinance, order, building code, or other regulation that:

(1) prohibits or limits, directly or indirectly, the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building if the building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building; or

(2) establishes a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building if the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.

(b) A governmental entity that adopts a building code governing the construction, renovation, maintenance, or other alteration of a residential

or commercial building may amend a provision of the building code to conform to local concerns if the amendment does not conflict with Subsection (a).

(c) This section does not apply to:

(1) a program established by a state agency that requires particular standards, incentives, or financing arrangements in order to comply with requirements of a state or federal funding source or housing program;

(2) a requirement for a building necessary to consider the building eligible for windstorm and hail insurance coverage under Chapter 2210, Insurance Code;

(3) an ordinance or other regulation that regulates outdoor lighting that is adopted for the purpose of reducing light pollution and that:

(A) is adopted by a governmental entity that is certified as a Dark Sky Community by the International Dark-Sky Association as part of the International Dark Sky Places Program; or

(B) applies to outdoor lighting within five miles of the boundary of a military base in which an active training program is conducted;

(4) an ordinance or order that:

(A) regulates outdoor lighting; and

(B) is adopted under Subchapter B, Chapter 229, Local Government Code, or Subchapter B, Chapter 240, Local Government Code;

(5) a building located in a place or area designated for its historical, cultural, or architectural importance and significance that a municipality may regulate under Section 211.003(b), Local Government Code, if the municipality:

(A) is a certified local government under the National Historic Preservation Act (54 U.S.C. Section 300101 et seq.); or

(B) has an applicable landmark ordinance that meets the requirements under the certified local government program as determined by the Texas Historical Commission;

(6) a building located in a place or area designated for its historical, cultural, or architectural importance and significance by a governmental entity, if designated before April 1, 2019;

(7) a building located in an area designated as a historic district on the National Register of Historic Places;

(8) a building designated as a Recorded Texas Historic Landmark;

(9) a building designated as a State Archeological Landmark or State Antiquities Landmark;

(10) a building listed on the National Register of Historic Places or designated as a landmark by a governmental entity;

(11) a building located in a World Heritage Buffer Zone; and

(12) a building located in an area designated for development, restoration, or preservation in a main street city under the main street program established under Section [442.014](#).

(d) A municipality that is not a municipality described by Subsection (c) (5) (A) or (B) may adopt or enforce a regulation described by Subsection (a) that applies to a building located in a place or area designated on or after April 1, 2019, by the municipality for its historical, cultural, or architectural importance and significance, if the municipality has the voluntary consent from the building owner.

(e) A rule, charter provision, ordinance, order, building code, or other regulation adopted by a governmental entity that conflicts with this section is void.

Added by Acts 2019, 86th Leg., R.S., Ch. 1289 (H.B. [2439](#)), Sec. 1, eff. September 1, 2019.

Sec. 3000.003. INJUNCTION. (a) The attorney general or an aggrieved party may file an action in district court to enjoin a violation or threatened violation of Section [3000.002](#).

(b) The court may grant appropriate relief.

(c) The attorney general may recover reasonable attorney's fees and costs incurred in bringing an action under this section.

(d) Sovereign and governmental immunity to suit is waived and abolished only to the extent necessary to enforce this chapter.

Added by Acts 2019, 86th Leg., R.S., Ch. 1289 (H.B. [2439](#)), Sec. 1, eff. September 1, 2019.

Sec. 3000.004. OTHER PROVISIONS NOT AFFECTED. This chapter does not affect provisions regarding the installation of a fire sprinkler protection system under Section [1301.551](#) (i), Occupations Code, or Section [775.045](#) (a) (1), Health and Safety Code.

Added by Acts 2019, 86th Leg., R.S., Ch. 1289 (H.B. [2439](#)), Sec. 1, eff. September 1, 2019.

Sec. 3000.005. SEVERABILITY. If any provision of a rule, charter provision, ordinance, order, building code, or other regulation described by Section 3000.002(a) is held invalid under this chapter, the invalidity does not affect other provisions or applications of the rule, charter provision, ordinance, order, building code, or other regulation that can be given effect without the invalid provision or application, and to this end the provisions of the rule, charter provision, ordinance, order, building code, or other regulation are severable.

Added by Acts 2019, 86th Leg., R.S., Ch. 1289 (H.B. 2439), Sec. 1, eff. September 1, 2019.

Exhibit B

By: Murr

H.B. No. 233

A BILL TO BE ENTITLED

1

AN ACT

2 relating to the applicability of the prohibition on governmental
3 entities adopting certain regulations governing the use of certain
4 building products, materials, or methods.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

6 SECTION 1. Chapter 3000, Government Code, is amended by
7 adding Section 3000.0015 to read as follows:

8 Sec. 3000.0015. APPLICABILITY. This chapter does not apply
9 to a municipality with a population of less than 25,000.

10 SECTION 2. This Act takes effect immediately if it receives
11 a vote of two-thirds of all the members elected to each house, as
12 provided by Section 39, Article III, Texas Constitution. If this
13 Act does not receive the vote necessary for immediate effect, this
14 Act takes effect September 1, 2021.

ORDINANCE NO. 2020-15

AN ORDINANCE AMENDING THE BUDGET FOR THE CITY OF DALWORTHINGTON GARDENS, TEXAS, FOR THE FISCAL YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

WHEREAS, an annual operating budget for the fiscal year October 1, 2019 through September 30, 2020, was approved and adopted by the City Council of the City of Dalworthington Gardens, Texas, on September 19, 2019, 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, 2019 through September 30, 2020.

PASSED AND APPROVED on this December 17, 2020.

Laura Bianco, Mayor

ATTEST:

Lola Hazel, City Administrator

180 - PRFDC FUND

PRFDC FUND DETAILS		YTD	TOTAL	Ovr/(Under)	100.0%	Original	Amended	EOY Budget	Actual vs Final
Account Number	Account Description	Actual	Amended Budget	Budget	% of Budget	Budget	Budget vs Original Budget	Amendments	Budget
00.4025	Taxes - Sales Tax - Economic D	125,516.56	103,839.13	21,677.43	120.9%	103,839.13	-		21,677.43
Total Taxes		125,516.56	103,839.13	21,677.43	120.9%	103,839.13	-	-	21,677.43
00.4800	Other Revenue: Int from Investm	8,085.56	10,200.00	(2,114.44)	79.3%	10,200.00	-		(2,114.44)
00.4850	Other Rev: Historical Comm	-	-	-	0.0%	-	-		-
00.4854	Other Rev: Grant Donations	-	64,554.00	(64,554.00)	0.0%	64,554.00	-	(64,554.00)	-
00.4897	Other: Donation Day w/Law	-	-	-	0.0%	-	-		-
00.4898	Other: Donation-Park Benches	-	-	-	0.0%	-	-		-
00.4899	Other: Donations	365.00	-	365.00	0.0%	-	-		365.00
Total Other Revenue		8,450.56	74,754.00	(66,303.44)	11.3%	74,754.00	-	(64,554.00)	(1,749.44)
00.4900	Transfer In	-	20,548.39	(20,548.39)	0.0%	20,548.39	-	(20,548.00)	(0.39)
00.4960	Proceeds from Sale	2,667.00	-	2,667.00	0.0%	-	-		2,667.00
Total Other Financing Sources		2,667.00	20,548.39	(17,881.39)	13.0%	20,548.39	-	(20,548.00)	2,666.61
TOTAL REVENUES		136,634.12	199,141.52	(62,507.40)	68.6%	199,141.52	-	(85,102.00)	22,594.60
40.6000	Personnel Salaries: Full Time	26,648.91	21,495.57	5,153.34	124.0%	21,495.57	-	5,153.00	0.34
40.6020	Personnel Salaries: Overtime	972.01	1,421.47	(449.46)	68.4%	1,421.47	-		(449.46)
40.6021	Personnel Salaries: Special Events OT	-	-	-	0.0%	-	-		-
40.6025	Personnel Salaries: Sick Leave	202.14	206.69	(4.55)	97.8%	206.69	-		(4.55)
40.6036	Personnel: Supplements	1,045.98	-	1,045.98	0.0%	-	-	1,046.00	(0.02)
40.6050	Personnel Salaries: Longevity	216.00	216.00	-	100.0%	216.00	-		-
Total Salary & Wages		29,085.04	23,339.73	5,745.31	124.6%	23,339.73	-	6,199.00	(453.69)
40.6030	Personnel:FICA(SS) & MediCare	2,000.89	1,727.14	273.75	115.9%	1,727.14	-		273.75
40.6031	Personnel: SUTA Taxes	86.41	4.50	81.91	1920.2%	4.50	-		81.91
40.6042	Personnel:ER-Life/AD&D Ins	22.32	21.60	0.72	103.3%	21.60	-		0.72
40.6045	Personnel:TMRS	6,167.12	4,950.36	1,216.76	124.6%	4,950.36	-	1,217.00	(0.24)
40.6046	Personnel:ER-LongTerm Disab	78.06	83.40	(5.34)	93.6%	83.40	-		(5.34)
40.6047	Personnel: Health Insurance	5,594.63	4,892.04	702.59	114.4%	4,892.04	-		702.59
40.6048	Personnel: HSA/HRA	101.06	-	101.06	0.0%	-	-		101.06
40.6049	Personnel:ER Short Term Disab	49.14	52.49	(3.35)	93.6%	52.49	-		(3.35)
Total Taxes & Benefits		14,099.63	11,731.53	2,368.10	120.2%	11,731.53	-	1,217.00	1,151.10
40.6100	Training & Travel	-	675.00	(675.00)	0.0%	675.00	-		(675.00)
Total Training		-	675.00	(675.00)	0.0%	675.00	-	-	(675.00)
40.6205	Mat/Supplies: Legal Notices	-	-	-	0.0%	-	-		-
40.6206	Mat/Supplies: Other	394.73	500.00	(105.27)	78.9%	500.00	-		(105.27)
40.6207	Mat/Supplies: Park Benches	-	-	-	0.0%	-	-		-
40.6245	Mat/Supplies: Postage	103.60	-	103.60	0.0%	-	-		103.60
40.6275	Mat/Supplies: Equipment	-	-	-	0.0%	-	-		-
40.6400	Mat/Supplies: Tools & Supplies	94.88	100.00	(5.12)	94.9%	-	100.00		(5.12)
40.6410	Mat/Supplies: Weed & Pest Control	171.10	-	171.10	0.0%	-	-		171.10
Total Materials & Supplies		764.31	600.00	164.31	127.4%	500.00	100.00	-	164.31
40.6500	Utilities:Electricity	1,714.85	2,663.00	(948.15)	64.4%	2,663.00	-		(948.15)
40.6510	Utilities-Telephone	1,901.48	1,800.00	101.48	105.6%	1,800.00	-		101.48
40.6515	Utilities-Water & Sewer	1,616.00	2,000.00	(384.00)	80.8%	2,000.00	-		(384.00)
Total Utilities		5,232.33	6,463.00	(1,230.67)	81.0%	6,463.00	-	-	(1,230.67)
40.6810	Maintenance: Blgs/Ground/Park	3,891.24	8,000.00	(4,108.76)	48.6%	8,000.00	-	(4,109.00)	0.24
40.6825	Maintenance: Equipment	259.92	900.00	(640.08)	28.9%	1,000.00	(100.00)		(640.08)
Total Maintenance		4,151.16	8,900.00	(4,748.84)	46.6%	9,000.00	(100.00)	(4,109.00)	(639.84)
40.7015	Consultants: Legal- Regular	18,564.50	8,000.00	10,564.50	232.1%	8,000.00	-	10,565.00	(0.50)
40.7030	Consultants:Engineer-Regular	10,032.01	10,000.00	32.01	100.3%	10,000.00	-		32.01
40.7095	Consultants: Other	-	-	-	0.0%	-	-		-
Total Consultants		28,596.51	18,000.00	10,596.51	158.9%	18,000.00	-	10,565.00	31.51

180 - PRFDC FUND

PRFDC FUND DETAILS		YTD	TOTAL	Ovr/(Under)	100.0%	Original	Amended	EOY Budget	Actual vs Final
Account Number	Account Description	Actual	Amended Budget	Budget	% of Budget	Budget	Budget vs Original Budget	Amendments	Budget
40.7300	Contractual:Computer System	1,671.40	1,695.52	(24.12)	98.6%	1,695.52	-		(24.12)
40.7505	Contractual:Liability Ins	152.00	120.46	31.54	126.2%	120.46	-		31.54
40.7510	Contractual:Worker's Compensation	1,383.25	956.00	427.25	144.7%	956.00	-		427.25
40.7620	Contractual:TRA Effluent Fee	-	-	-	0.0%	3,000.00	(3,000.00)		-
Total Contractual		3,206.65	2,771.98	434.67	115.7%	5,771.98	(3,000.00)	-	434.67
40.8010	Other: Membership/Dues	3,000.00	3,000.00	-	100.0%	3,000.00	-		-
40.8020	Other: Meetings	-	-	-	0.0%	-	-		-
40.8022	Other: Special Events	1,079.35	7,500.00	(6,420.65)	14.4%	7,500.00	-	(6,421.00)	0.35
40.8035	Other: Marketing/Advertising	-	800.00	(800.00)	0.0%	800.00	-		(800.00)
40.8051	Other: Scout Projects	-	-	-	0.0%	-	-		-
40.8052	Other: Historical Committee	-	500.00	(500.00)	0.0%	500.00	-		(500.00)
40.8070	Other: Misc	-	500.00	(500.00)	0.0%	500.00	-		(500.00)
40.8085	Other:Interest on Cash Deficit	4.14	-	4.14	0.0%	-	-		4.14
Total Other		4,083.49	12,300.00	(8,216.51)	33.2%	12,300.00	-	(6,421.00)	(1,795.51)
40.9100	Capital Outlay:Vehicle	-	-	-	0.0%	-	-		-
40.9305	Capital Outlay:Alarm Monitor	-	-	-	0.0%	-	-		-
40.9320	Capital Outlay:Park Improvemts	1,500.00	121,108.00	(119,608.00)	1.2%	121,108.00	-	(119,608.00)	-
40.9350	Capital Outlay:Equipment	18,059.71	8,510.27	9,549.44	212.2%	-	8,510.27	9,549.00	0.44
45.9410	Capital Outlay:Landscaping	-	-	-	0.0%	-	-		-
49.6810	Cap Out:Maint-Blgs/Ground/Park	-	-	-	0.0%	-	-		-
Total Capital Outlay		19,559.71	129,618.27	(110,058.56)	15.1%	121,108.00	8,510.27	(110,059.00)	0.44
40.9700	Transfer Out	-	-	-	0.0%	-	-		-
Total Transfer Out		-	-	-	0.0%	-	-	-	-
TOTAL EXPENSES		108,778.83	214,399.51	(105,620.68)	50.7%	208,889.24	5,510.27	(102,608.00)	(3,012.68)
Revenue Over/(Under) Expenditures		27,855.29	(15,257.99)	43,113.28		(9,747.72)	(5,510.27)	17,506.00	25,607.28

110 - GENERAL FUND

12/08/2020

GENERAL FUND DETAILS		YTD Actual	Current Amended Budget	Over/(Under) Budget	100.0% % of Budget	Original Budget	Amended Budget vs Original Budget	EOY Budget Amendments	Actual vs Final Budget
Account Number	Account Description								
00.4001	Taxes:Property M & O	1,651,517.84	1,654,817.27	(3,299.43)	99.8%	1,679,817.27	(25,000.00)		(3,299.43)
00.4005	Taxes:Property Prior Years	2,708.43	4,000.00	(1,291.57)	67.7%	-	4,000.00		(1,291.57)
00.4010	Taxes:Property Penalty & Int	9,851.83	2,000.00	7,851.83	492.6%	-	2,000.00		7,851.83
00.4025	Taxes:City Sales & Use Tax	502,066.36	415,356.50	86,709.86	120.9%	415,356.50	-		86,709.86
00.4045	Taxes:Mixed Beverage	4,718.39	5,700.00	(981.61)	82.8%	5,700.00	-		(981.61)
00.4050	Taxes:Franchise - Electric	293,117.13	300,200.00	(7,082.87)	97.6%	300,200.00	-		(7,082.87)
00.4055	Taxes:Easement Use-Telephone	8,159.66	7,321.00	838.66	111.5%	7,321.00	-		838.66
00.4060	Taxes:Franchise - Gas	27,541.85	30,000.00	(2,458.15)	91.8%	30,000.00	-		(2,458.15)
00.4065	Taxes:Franchise-Cable/Internet	17,003.51	22,400.00	(5,396.49)	75.9%	22,400.00	-		(5,396.49)
00.4070	Taxes:Franchise - Refuse	9,867.63	9,000.00	867.63	109.6%	9,000.00	-		867.63
Total Taxes		2,526,552.63	2,450,794.77	75,757.86	103.1%	2,469,794.77	(19,000.00)	-	75,757.86
00.4100	Permits/Fees:Building	25,199.60	20,000.00	5,199.60	126.0%	20,000.00	-		5,199.60
00.4101	Permits/Fees:Plumbing	5,525.00	4,200.00	1,325.00	131.5%	4,200.00	-		1,325.00
00.4102	Permits/Fees:Electric	940.00	1,000.00	(60.00)	94.0%	1,000.00	-		(60.00)
00.4103	Permits/Fees:Heating/AC	4,509.00	3,000.00	1,509.00	150.3%	3,000.00	-		1,509.00
00.4104	Permits/Fees:Cert.Occupancy	3,900.00	4,000.00	(100.00)	97.5%	4,000.00	-		(100.00)
00.4105	Permits/Fees:Signs	1,106.00	700.00	406.00	158.0%	700.00	-		406.00
00.4106	Permits/Fees:Sprinkler	400.00	500.00	(100.00)	80.0%	500.00	-		(100.00)
00.4107	Permits/Fees:Pool	700.00	500.00	200.00	140.0%	500.00	-		200.00
00.4108	Permits/Fees:Fence	1,267.00	200.00	1,067.00	633.5%	200.00	-		1,067.00
00.4109	Permits/Fees:Alarms	620.00	100.00	520.00	620.0%	100.00	-		520.00
00.4110	Permits/Fees:Other	-	200.00	(200.00)	0.0%	200.00	-		(200.00)
00.4111	Permits/Fees:Liquor	995.00	715.00	280.00	139.2%	715.00	-		280.00
00.4112	Permits/Fees:FireAlarm/Suppres	4,625.00	2,500.00	2,125.00	185.0%	2,500.00	-		2,125.00
00.4114	Permits/Fees:Red Tag	100.00	2,200.00	(2,100.00)	4.5%	2,200.00	-		(2,100.00)
00.4115	Permits/Fees:Roof	2,246.00	4,500.00	(2,254.00)	49.9%	4,500.00	-		(2,254.00)
00.4117	Permits/Fees:Special Use	-	100.00	(100.00)	0.0%	100.00	-		(100.00)
00.4118	Permits/Fees:Operational	440.00	500.00	(60.00)	88.0%	500.00	-		(60.00)
00.4130	Registration:Contractor Fee	10,385.00	10,000.00	385.00	103.9%	10,000.00	-		385.00
00.4165	Life Safety Inspections	11,500.00	17,000.00	(5,500.00)	67.6%	17,000.00	-		(5,500.00)
Total Permits & Fees		74,457.60	71,915.00	2,542.60	103.5%	71,915.00	-	-	2,542.60

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Account Number	Account Description								
00.4200	Municipal Court:Fines	110,565.61	140,000.00	(29,434.39)	79.0%	140,000.00	-		(29,434.39)
00.4205	Municipal Court:Fees-Warrants	51,831.86	60,000.00	(8,168.14)	86.4%	60,000.00	-		(8,168.14)
00.4210	Municipal Court:Arrest Fees	11,868.83	16,000.00	(4,131.17)	74.2%	16,000.00	-		(4,131.17)
00.4215	Municipal Court:Fines-Traffic	4,488.66	5,700.00	(1,211.34)	78.7%	5,700.00	-		(1,211.34)
00.4216	Municipal Court:CJFC Civil	1,690.12	3,400.00	(1,709.88)	49.7%	3,400.00	-		(1,709.88)
00.4218	Municipal Court:JFCI Judicial	837.06	2,200.00	(1,362.94)	38.0%	2,200.00	-		(1,362.94)
00.4219	Municipal Ct:TLFTA3 City Fee	3,102.73	3,200.00	(97.27)	97.0%	3,200.00	-		(97.27)
00.4221	Municipal Ct:Jury Duty	93.04	-	93.04	0.0%	-	-		93.04
00.4222	Mun Ct:Time Pmt Reimburse Fe	-	-	-	0.0%	-	-		-
00.4225	Mun Ct:ChildSaftyFundCS/CSS/SZ	3,246.21	3,200.00	46.21	101.4%	3,200.00	-		46.21
00.4240	Municipal Ct:Fees-Admin	166,810.06	210,000.00	(43,189.94)	79.4%	210,000.00	-		(43,189.94)
00.4250	Municipal Ct:Fees-JuvCaseOff	9,178.20	20,000.00	(10,821.80)	45.9%	20,000.00	-		(10,821.80)
00.4255	Municipal Ct:TruancyPreventi	4,654.51	-	4,654.51	0.0%	-	-		4,654.51
00.4290	Wrecker Fee	6,570.00	11,000.00	(4,430.00)	59.7%	11,000.00	-		(4,430.00)
Total Fines & Fees		374,936.89	474,700.00	(99,763.11)	79.0%	474,700.00	-	-	(99,763.11)
00.4450	Fees:Cost Recovery - W/S	66,000.00	66,000.00	-	100.0%	66,000.00	-		-
00.4451	Fees:Overhead Cost Recover-W/S	43,494.45	55,505.54	(12,011.09)	78.4%	45,371.62	10,133.92		(12,011.09)
00.4455	Chrg For Service:Platting/Zone	4,350.00	1,500.00	2,850.00	290.0%	1,500.00	-		2,850.00
00.4460	Chrg For Service:Board of Ad	500.00	1,500.00	(1,000.00)	33.3%	1,500.00	-		(1,000.00)
00.4461	Shop DWG Website Adv Fees	-	500.00	(500.00)	0.0%	500.00	-		(500.00)
00.4470	Chrg For Serv:Park Reservation	265.00	750.00	(485.00)	35.3%	750.00	-		(485.00)
Total Charges for Service		114,609.45	125,755.54	(11,146.09)	91.1%	115,621.62	10,133.92	-	(11,146.09)
00.4800	Other Rev:Interest Investment	15,807.84	20,000.00	(4,192.16)	79.0%	28,000.00	(8,000.00)		(4,192.16)
00.4815	Other Rev:Online Payment Fees	1,405.00	1,300.00	105.00	108.1%	1,300.00	-		105.00
00.4887	Other Rev:Grant CARES Act	38,502.39	-	38,502.39	0.0%	-	-		38,502.39
00.4888	Other Revenue:Jail Phone Commission	162.19	1,200.00	(1,037.81)	13.5%	1,200.00	-		(1,037.81)
00.4890	Other Revenue:Miscellaneous	3,537.95	1,500.00	2,037.95	235.9%	1,500.00	-		2,037.95
00.4891	Other:Donation Comm Dev	8.00	-	8.00	0.0%	-	-		8.00
00.4893	Other Rev:Donations-Day w/Law	-	-	-	0.0%	-	-		-
00.4894	Other Rev:Fire Recovery	2,860.16	2,000.00	860.16	143.0%	2,000.00	-		860.16
00.4897	Other Rev:DWG DPS Contributions	5,723.30	500.00	5,223.30	1144.7%	500.00	-		5,223.30
00.4898	Other Rev:TC911 Reimbursement	4,026.10	4,000.00	26.10	100.7%	4,000.00	-		26.10
Total Other Revenue		72,032.93	30,500.00	41,532.93	236.2%	38,500.00	(8,000.00)	-	41,532.93
00.4812	Other Rev:Oil/Gas Lease Rev	123,088.31	125,000.00	(1,911.69)	98.5%	150,000.00	(25,000.00)		(1,911.69)
Oil & Gas Revenue		123,088.31	125,000.00	(1,911.69)	98.5%	150,000.00	(25,000.00)	-	(1,911.69)
00.4900	Transfer In	101,261.48	-	101,261.48	0.0%	-	-	101,261.00	0.48
00.4955	Lease Proceeds	499,157.00	-	499,157.00	0.0%	-	-	499,157.00	-
00.4960	Proceeds from Sale	14,593.00	10,000.00	4,593.00	145.9%	10,000.00	-		4,593.00
Other Financing Sources		615,011.48	10,000.00	605,011.48	6150.1%	10,000.00	-	600,418.00	4,593.48
TOTAL REVENUE		3,900,689.29	3,282,657.31	612,023.98	118.6%	3,330,531.37	(511,866.08)	600,418.00	11,605.98

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Account Number	Account Description								
20.6000	Personnel:Salaries-Full Time	102,784.75	101,933.62	851.13	100.8%	101,933.62	-		851.13
20.6020	Personnel:Salaries-Overtime	234.36	535.78	(301.42)	43.7%	535.78	-		(301.42)
20.6025	Personnel:Salaries-Sick Leave	420.48	420.48	-	100.0%	1,687.43	(1,266.95)		-
20.6036	Personnel:Supplements	7,075.15	5,916.16	1,158.99	119.6%	6,063.26	(147.10)		1,158.99
20.6050	Personnel:Service Pay:Longevit	544.88	544.88	-	100.0%	544.88	-		-
Community Dev	Total Salaries & Wages	111,059.62	109,350.92	1,708.70	101.6%	110,764.97	(1,414.05)	-	1,708.70
20.6030	Personnel:FICA(SS) & MediCare	8,178.96	8,092.63	86.33	101.1%	8,196.61	(103.98)		86.33
20.6031	Personnel: SUTA Taxes	288.00	18.00	270.00	1600.0%	18.00	-		270.00
20.6042	Personnel:ER-Life/AD&D Ins	84.66	86.40	(1.74)	98.0%	86.40	-		(1.74)
20.6045	Personnel:TMRS	23,493.33	23,192.80	300.53	101.3%	23,493.25	(300.45)		300.53
20.6046	Personnel:ER-LongTerm Disab	386.07	390.30	(4.23)	98.9%	390.30	-		(4.23)
20.6047	Personnel:Employee Insurances	8,914.41	9,202.14	(287.73)	96.9%	9,495.93	(293.79)		(287.73)
20.6048	Personnel:HSA/HRA	951.23	1,014.52	(63.29)	93.8%	1,437.53	(423.01)		(63.29)
20.6049	Personnel:ER-ShortTerm Disab	231.30	238.88	(7.58)	96.8%	238.88	-		(7.58)
Community Dev	Total Taxes & Benefits	42,527.96	42,235.67	292.29	100.7%	43,356.90	(1,121.23)	-	292.29
20.6100	Training & Travel	1,041.00	3,270.00	(2,229.00)	31.8%	3,545.00	(275.00)		(2,229.00)
Community Dev	Total Training & Travel	1,041.00	3,270.00	(2,229.00)	31.8%	3,545.00	(275.00)	-	(2,229.00)
20.6205	Mat/Supplies: Legal Notices	-	-	-	0.0%	-	-		-
20.6212	Mat/Supplies: Public Education	-	100.00	(100.00)	0.0%	1,000.00	(900.00)		(100.00)
20.6215	Mat/Supplies: Office Supplies	-	-	-	0.0%	-	-		-
20.6225	Mat/Supplies: Filing Fees	-	-	-	0.0%	-	-		-
20.6230	Mat/Supplies: Office Equipment	572.39	150.00	422.39	381.6%	150.00	-		422.39
20.6240	Mat/Supplies: Printing	75.00	1,000.00	(925.00)	7.5%	1,000.00	-		(925.00)
20.6245	Mat/Supplies: Postage	-	-	-	0.0%	-	-		-
20.6270	Mat/Supplies:Emergency Equip	1,089.77	1,900.00	(810.23)	57.4%	1,000.00	900.00		(810.23)
20.6275	Mat/Supplies: Misc	-	-	-	0.0%	-	-		-
20.6276	Mat/Supplies: Furnishings	-	-	-	0.0%	-	-		-
20.6300	Mat/Supplies: Uniforms	800.89	1,000.00	(199.11)	80.1%	750.00	250.00		(199.11)
20.6310	Mat/Supplies: Animal Control	48.52	100.00	(51.48)	48.5%	100.00	-		(51.48)
20.6350	Mat/Supplies: Fuel	1,702.09	2,376.00	(673.91)	71.6%	2,376.00	-		(673.91)
20.6400	Mat/Supplies: Tools & Supplies	-	-	-	0.0%	-	-		-
Community Dev	Total Materials & Supplies	4,288.66	6,626.00	(2,337.34)	64.7%	6,376.00	250.00	-	(2,337.34)
20.6510	Utilities:Telephone	705.49	660.00	45.49	106.9%	660.00	-		45.49
20.6520	Utilities:Mobile Data Termin	398.03	480.00	(81.97)	82.9%	480.00	-		(81.97)
Community Dev	Total Utilities	1,103.52	1,140.00	(36.48)	96.8%	1,140.00	-	-	(36.48)

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Account Number	Account Description								
20.6805	Maintenance:Vehicles	661.46	1,475.00	(813.54)	44.8%	400.00	1,075.00		(813.54)
20.6810	Maintenance:Bldg/Grounds/Park	-	-	-	0.0%	-	-		-
20.6815	Maintenance:Office Equipment	-	-	-	0.0%	-	-		-
20.6820	Maintenance:Code Enforcement	-	-	-	0.0%	-	-		-
20.6825	Maintenance:Equipment	-	500.00	(500.00)	0.0%	500.00	-		(500.00)
Community Dev	Total Maintenance	661.46	1,975.00	(1,313.54)	33.5%	900.00	1,075.00	-	(1,313.54)
20.7015	Consultants:Legal-Regular	1,789.68	2,500.00	(710.32)	71.6%	2,500.00	-		(710.32)
20.7020	Consultants:Legal-Platting	-	150.00	(150.00)	0.0%	150.00	-		(150.00)
20.7045	Consultants:Platting	-	1,200.00	(1,200.00)	0.0%	1,200.00	-		(1,200.00)
20.7095	Consultants:Other	69.95	69.95	-	100.0%	-	69.95		-
Community Dev	Total Consultants	1,859.63	3,919.95	(2,060.32)	47.4%	3,850.00	69.95	-	(2,060.32)
20.7225	Contractual:Credit CardProcess	321.75	263.00	58.75	122.3%	1,463.00	(1,200.00)		58.75
20.7300	Contractual:Computer System	4,962.31	4,790.76	171.55	103.6%	4,356.51	434.25		171.55
20.7410	Contractual:Animal Control	-	1,430.05	(1,430.05)	0.0%	1,500.00	(69.95)		(1,430.05)
20.7420	Contractual:Animal Control Vet	145.89	1,000.00	(854.11)	14.6%	1,500.00	(500.00)		(854.11)
20.7505	Contractual:Liability Insurance	1,238.00	1,095.00	143.00	113.1%	1,095.00	-		143.00
20.7510	Contractual:Worker's Compensation	569.20	476.00	93.20	119.6%	476.00	-		93.20
20.7515	Contractual:Inspections	26,251.86	25,500.00	751.86	102.9%	25,500.00	-		751.86
Community Dev	Total Contractual	33,489.01	34,554.81	(1,065.80)	96.9%	35,890.51	(1,335.70)	-	(1,065.80)
20.8010	Other:MembershipDues/Subscript	385.94	1,872.00	(1,486.06)	20.6%	1,372.00	500.00		(1,486.06)
20.8020	Other:Meetings	-	-	-	0.0%	-	-		-
20.8030	Other:Publications	-	-	-	0.0%	-	-		-
20.8070	Other:Miscellaneous	64.45	-	64.45	0.0%	-	-		64.45
Community Dev	Total Other	450.39	1,872.00	(1,421.61)	24.1%	1,372.00	500.00	-	(1,421.61)
20.9010	Capital Outlay:Computer/Off Eq	299.22	280.00	19.22	106.9%	280.00	-		19.22
20.9100	Capital Outlay: Vehicle	-	-	-	0.0%	-	-		-
20.9105	Capital Outlay:Equipment	-	-	-	0.0%	-	-		-
Community Dev	Total Capital Outlay	299.22	280.00	19.22	106.9%	280.00	-	-	19.22
Community Dev	TOTAL EXPENSES	196,780.47	205,224.35	(8,443.88)	95.9%	207,475.38	(2,251.03)	-	(8,443.88)
30.6000	Personnel:Salaries-Full Time	48,864.79	48,413.73	451.06	100.9%	48,413.73	-		451.06
30.6020	Personnel:Salaries-Overtime	229.83	528.48	(298.65)	43.5%	528.48	-		(298.65)
30.6025	Personnel:Salaries-Sick Leave	420.47	420.47	-	100.0%	658.20	(237.73)		-
30.6036	Personnel:Supplements	6,852.92	6,038.71	814.21	113.5%	6,588.64	(549.93)		814.21
30.6050	Personnel:Service Pay:Longevit	459.36	459.36	-	100.0%	459.36	-		-
Court	Total Salaries & Wages	56,827.37	55,860.75	966.62	101.7%	56,648.41	(787.66)	-	966.62

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Account Number	Account Description								
30.6030	Personnel:FICA(SS) & MediCare	4,028.77	4,133.44	(104.67)	97.5%	4,191.98	(58.54)		(104.67)
30.6031	Personnel: SUTA Taxes	142.56	8.91	133.65	1600.0%	8.91	-		133.65
30.6042	Personnel:ER-Life/AD&D Ins	42.84	42.77	0.07	100.2%	42.77	-		0.07
30.6045	Personnel:TMRS	12,020.58	11,847.34	173.24	101.5%	12,015.13	(167.79)		173.24
30.6046	Personnel:ER-LongTerm Disab	170.40	172.99	(2.59)	98.5%	172.99	-		(2.59)
30.6047	Personnel:Employee Insurances	7,102.00	7,384.09	(282.09)	96.2%	7,673.44	(289.35)		(282.09)
30.6048	Personnel:HSA/HRA	950.87	1,014.93	(64.06)	93.7%	1,437.53	(422.60)		(64.06)
30.6049	Personnel:ER-ShortTerm Disab	102.05	103.07	(1.02)	99.0%	103.07	-		(1.02)
Court	Total Taxes & Benefits	24,560.07	24,707.54	(147.47)	99.4%	25,645.82	(938.28)	-	(147.47)
30.6100	Training & Travel	241.82	3,412.00	(3,170.18)	7.1%	3,412.00	-		(3,170.18)
Court	Total Training & Travel	241.82	3,412.00	(3,170.18)	7.1%	3,412.00	-	-	(3,170.18)
30.6205	Mat/Supplies: Legal Notices	-	-	-	0.0%	-	-		-
30.6215	Mat/Supplies: Office Supplies	44.78	100.00	(55.22)	44.8%	100.00	-		(55.22)
30.6230	Mat/Supplies: Office Equipmen	-	-	-	0.0%	-	-		-
30.6240	Mat/Supplies: Printing	865.00	2,350.00	(1,485.00)	36.8%	1,950.00	400.00		(1,485.00)
30.6245	Mat/Supplies: Postage	-	-	-	0.0%	-	-		-
30.6300	Mat/Supplies: Uniforms	-	-	-	0.0%	-	-		-
Court	Total Materials & Supplies	909.78	2,450.00	(1,540.22)	37.1%	2,050.00	400.00	-	(1,540.22)
30.6510	Utilities:Telephone	27.70	-	27.70	0.0%	660.00	(660.00)		27.70
Court	Total Utilities	27.70	-	27.70	0.0%	660.00	(660.00)	-	27.70
30.6810	Maintenance:Bldg/Grounds/Park	-	-	-	0.0%	-	-		-
Court	Total Maintenance	-	-	-	0.0%	-	-	-	-
30.7000	Consultants:Municipal Judge	82,600.00	83,500.00	(900.00)	98.9%	83,500.00	-		(900.00)
30.7010	Consultants:City Prosecutor	5,853.85	11,900.00	(6,046.15)	49.2%	12,000.00	(100.00)		(6,046.15)
30.7015	Consultants:Legal-Regular	25.00	-	25.00	0.0%	-	-		25.00
30.7095	Consultants:Other	1,164.86	1,300.00	(135.14)	89.6%	200.00	1,100.00		(135.14)
Court	Total Consultants	89,643.71	96,700.00	(7,056.29)	92.7%	95,700.00	1,000.00	-	(7,056.29)
30.7225	Contractual:Credit CardProcess	7,132.35	8,200.00	(1,067.65)	87.0%	4,552.00	3,648.00		(1,067.65)
30.7226	Contractual:Notification Fees	215.60	360.00	(144.40)	59.9%	360.00	-		(144.40)
30.7300	Contractual:Computer System	5,969.42	6,541.57	(572.15)	91.3%	6,541.57	-		(572.15)
30.7301	Contractual:Worker's Comp	15.20	-	15.20	0.0%	-	-		15.20
Court	Total Contractual	13,332.57	15,101.57	(1,769.00)	88.3%	11,453.57	3,648.00	-	(1,769.00)
30.8010	Other:MembershipDues/Subscript	198.42	280.00	(81.58)	70.9%	180.00	100.00		(81.58)
30.8070	Other:Miscellaneous	28.47	-	28.47	0.0%	-	-		28.47
Court	Total Other	226.89	280.00	(53.11)	81.0%	180.00	100.00	-	(53.11)
30.9010	Capital Outlay:Computer/Off Eq	1,196.88	1,120.00	76.88	106.9%	1,120.00	-		76.88
30.9350	Capital Outlay:Equipment	-	-	-	0.0%	-	-		-
Court	Total Capital Outlay	1,196.88	1,120.00	76.88	106.9%	1,120.00	-	-	76.88
Court	TOTAL EXPENSES	186,966.79	199,631.86	(12,665.07)	93.7%	196,869.80	2,762.06	-	(12,665.07)

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12/08/2020

GENERAL FUND DETAILS		YTD Actual	Current Amended Budget	Over/(Under) Budget	100.0% % of Budget	Original Budget	Amended Budget vs Original Budget	EOY Budget Amendments	Actual vs Final Budget
Account Number	Account Description								
40.6000	Personnel:Salaries-Full Time	116,863.62	118,513.46	(1,649.84)	98.6%	146,772.98	(28,259.52)		(1,649.84)
40.6005	Personnel:Salaries-Part Time	-	340.00	(340.00)	0.0%	-	340.00		(340.00)
40.6020	Personnel:Salaries-Overtime	79.81	-	79.81	0.0%	-	-		79.81
40.6025	Personnel:Salaries-Sick Leave	3,232.59	3,232.59	-	100.0%	1,589.89	1,642.70		-
40.6036	Personnel:Supplements	2,541.04	2,132.90	408.14	119.1%	7,325.24	(5,192.34)		408.14
40.6050	Personnel:Service Pay:Longevit	120.00	120.00	-	100.0%	183.00	(63.00)		-
Administration	Total Salaries & Wages	122,837.06	124,338.95	(1,501.89)	98.8%	155,871.11	(31,532.16)	-	(1,501.89)
40.6030	Personnel:FICA(SS) & MediCare	9,022.11	9,175.88	(153.77)	98.3%	11,534.46	(2,358.58)		(153.77)
40.6031	Personnel: SUTA Taxes	288.00	18.09	269.91	1592.0%	20.25	(2.16)		269.91
40.6042	Personnel:ER-Life/AD&D Ins	63.90	63.41	0.49	100.8%	97.20	(33.79)		0.49
40.6045	Personnel:TMRS	26,139.35	22,289.29	3,850.06	117.3%	33,060.26	(10,770.97)		3,850.06
40.6046	Personnel:ER-LongTerm Disab	377.52	394.09	(16.57)	95.8%	508.53	(114.44)		(16.57)
40.6047	Personnel:Employee Insurances	9,462.80	10,384.96	(922.16)	91.1%	20,274.33	(9,889.37)		(922.16)
40.6048	Personnel:HSA/HRA	1,984.91	1,958.93	25.98	101.3%	2,423.86	(464.93)		25.98
40.6049	Personnel:ER-ShortTerm Disab	181.73	180.24	1.49	100.8%	269.14	(88.90)		1.49
Administration	Total Taxes & Benefits	47,520.32	44,464.89	3,055.43	106.9%	68,188.03	(23,723.14)	-	3,055.43
40.6100	Training & Travel	1,414.12	3,987.43	(2,573.31)	35.5%	3,987.43	-		(2,573.31)
Administration	Total Training & Travel	1,414.12	3,987.43	(2,573.31)	35.5%	3,987.43	-	-	(2,573.31)
40.6205	Mat/Supplies: Legal Notices	623.60	1,200.00	(576.40)	52.0%	1,200.00	-		(576.40)
40.6215	Mat/Supplies: Office Supplies	2,859.51	8,380.00	(5,520.49)	34.1%	8,380.00	-		(5,520.49)
40.6216	Mat/Supplies: Facility Supplies	2,322.55	3,084.00	(761.45)	75.3%	3,084.00	-		(761.45)
40.6230	Mat/Supplies: Office Equipmen	1,533.48	1,200.00	333.48	127.8%	1,200.00	-		333.48
40.6235	Mat/Supplies: Records Mgmt	1,335.04	3,000.00	(1,664.96)	44.5%	3,000.00	-		(1,664.96)
40.6240	Mat/Supplies: Printing	3,558.78	3,969.00	(410.22)	89.7%	3,969.00	-		(410.22)
40.6245	Mat/Supplies: Postage	3,315.61	4,900.00	(1,584.39)	67.7%	4,900.00	-		(1,584.39)
40.6276	Mat/Supplies: Furnishings	1,183.99	1,220.00	(36.01)	97.0%	-	1,220.00		(36.01)
40.6300	Mat/Supplies: Uniforms	-	-	-	0.0%	180.00	(180.00)		-
Administration	Total Materials & Supplies	16,732.56	26,953.00	(10,220.44)	62.1%	25,913.00	1,040.00	-	(10,220.44)
40.6500	Utilities:Electricity	12,181.45	20,688.00	(8,506.55)	58.9%	20,688.00	-		(8,506.55)
40.6505	Utilities:Gas	1,302.56	1,861.00	(558.44)	70.0%	1,861.00	-		(558.44)
40.6510	Utilities:Telephone	20,345.73	21,016.68	(670.95)	96.8%	12,168.00	8,848.68		(670.95)
40.6515	Utilities:Water & Sewer	2,724.30	3,000.00	(275.70)	90.8%	3,000.00	-		(275.70)
40.6520	Utilities:Mobile Data Termin	198.95	960.00	(761.05)	20.7%	960.00	-		(761.05)
Administration	Total Utilities	36,752.99	47,525.68	(10,772.69)	77.3%	38,677.00	8,848.68	-	(10,772.69)
40.6810	Maintenance:Bldg/Grounds/Park	6,204.06	8,000.00	(1,795.94)	77.6%	9,220.00	(1,220.00)		(1,795.94)
40.6815	Maintenance:Office Equipment	-	-	-	0.0%	-	-		-
Administration	Total Maintenance	6,204.06	8,000.00	(1,795.94)	77.6%	9,220.00	(1,220.00)	-	(1,795.94)

110 - GENERAL FUND

12/08/2020

GENERAL FUND DETAILS		YTD Actual	Current Amended Budget	Over/(Under) Budget	100.0% % of Budget	Original Budget	Amended Budget vs Original Budget	EOY Budget Amendments	Actual vs Final Budget
Account Number	Account Description								
40.7015	Consultants:Legal-Regular	48,450.42	58,000.00	(9,549.58)	83.5%	58,000.00	-		(9,549.58)
40.7025	Consultants:Auditor	8,250.00	8,347.50	(97.50)	98.8%	8,347.50	-		(97.50)
40.7030	Consultants:Engineer-Regular	1,191.25	4,000.00	(2,808.75)	29.8%	4,000.00	-		(2,808.75)
40.7045	Consultants:Engineer-Platting	3,175.00	-	3,175.00	0.0%	-	-		3,175.00
40.7095	Consultants:Other	700.00	2,000.00	(1,300.00)	35.0%	2,000.00	-		(1,300.00)
Administration	Total Consultants	61,766.67	72,347.50	(10,580.83)	85.4%	72,347.50	-	-	(10,580.83)
40.7200	Contractual:Tax Collection	5,978.98	5,979.00	(0.02)	100.0%	6,000.00	(21.00)		(0.02)
40.7210	Contractual:Tarrant Appraisal	9,880.11	9,904.01	(23.90)	99.8%	9,564.01	340.00		(23.90)
40.7250	Contractual:Elections	-	-	-	0.0%	7,000.00	(7,000.00)		-
40.7300	Contractual:Computer System	32,006.89	33,140.54	(1,133.65)	96.6%	33,140.54	-		(1,133.65)
40.7301	Contractual:Shred Service	912.05	900.00	12.05	101.3%	900.00	-		12.05
40.7305	Contractual:Copy Machine	9,943.84	10,449.84	(506.00)	95.2%	9,799.84	650.00		(506.00)
40.7415	Contractual:Contract Labor	8,504.10	8,504.10	-	100.0%	-	8,504.10		-
40.7440	Contractual:Janitor-City Hall	7,685.00	7,800.00	(115.00)	98.5%	7,800.00	-		(115.00)
40.7505	Contractual:Liability Insuranc	11,500.00	12,109.63	(609.63)	95.0%	18,609.63	(6,500.00)		(609.63)
40.7508	Contractual:Website	769.45	719.40	50.05	107.0%	719.40	-		50.05
40.7510	Contractual:Worker's Compensat	170.20	2,251.00	(2,080.80)	7.6%	2,251.00	-		(2,080.80)
Administration	Total Contractual	87,350.62	91,757.52	(4,406.90)	95.2%	95,784.42	(4,026.90)	-	(4,406.90)
40.8010	Other:MembershipDues/Subscript	4,103.98	4,487.00	(383.02)	91.5%	4,487.00	-		(383.02)
40.8020	Other:Meetings	237.03	500.00	(262.97)	47.4%	500.00	-		(262.97)
40.8022	Other:Special Events	610.46	1,350.00	(739.54)	45.2%	1,350.00	-		(739.54)
40.8023	Other:Employee Appreciation	-	-	-	0.0%	-	-		-
40.8025	Other:Mileage Reimbursement	42.23	300.00	(257.77)	14.1%	600.00	(300.00)		(257.77)
40.8028	Other:Cell Phone Reimbursement	300.00	300.00	-	100.0%	600.00	(300.00)		-
40.8030	Other:Publications	-	-	-	0.0%	-	-		-
40.8040	Other:Bank Charges	-	-	-	0.0%	-	-		-
40.8070	Other:Miscellaneous	1,182.90	500.00	682.90	236.6%	500.00	-		682.90
40.8085	Other:Interest on Cash Deficit	253.27	400.00	(146.73)	63.3%	-	400.00		(146.73)
40.8100	Other:Cash-Short/(Over)	3.45	-	3.45	0.0%	-	-		3.45
Administration	Total Other	6,733.32	7,837.00	(1,103.68)	85.9%	8,037.00	(200.00)	-	(1,103.68)
40.9010	Capital Outlay:Computer/Off Eq	299.22	336.00	(36.78)	89.1%	336.00	-		(36.78)
40.9350	Capital Outlay:Equipment	-	-	-	0.0%	-	-		-
Administration	Total Capital Outlay	299.22	336.00	(36.78)	89.1%	336.00	-	-	(36.78)
Administration	TOTAL EXPENSES	387,610.94	427,547.97	(39,937.03)	90.7%	478,361.49	(50,813.52)	-	(39,937.03)

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12/08/2020

GENERAL FUND DETAILS		YTD Actual	Current Amended Budget	Over/(Under) Budget	100.0% % of Budget	Original Budget	Amended Budget vs Original Budget	EOY Budget Amendments	Actual vs Final Budget
Account Number	Account Description								
50.6000	Personnel:Salaries Full Time	589,642.78	670,055.51	(80,412.73)	88.0%	670,055.51	-	(80,000.00)	(412.73)
50.6005	Personnel:Salaries Part Time	20,984.65	28,000.00	(7,015.35)	74.9%	36,000.00	(8,000.00)	(7,000.00)	(15.35)
50.6007	Personnel:Dispatch Part Time	3,646.37	19,428.80	(15,782.43)	18.8%	21,748.80	(2,320.00)	(16,000.00)	217.57
50.6008	Personnel:Dispatch Full Time	133,811.74	109,858.58	23,953.16	121.8%	109,858.58	-	24,000.00	(46.84)
50.6009	Personnel:Dispatch Overtime	21,198.76	30,774.81	(9,576.05)	68.9%	30,774.81	-	(9,500.00)	(76.05)
50.6010	Personnel:Salaries X'ing Guard	6,778.78	8,525.00	(1,746.22)	79.5%	8,775.00	(250.00)	(1,700.00)	(46.22)
50.6020	Personnel:Salaries Overtime	69,978.02	91,741.07	(21,763.05)	76.3%	91,741.07	-	(22,000.00)	236.95
50.6025	Personnel:Salaries SickLeaveBB	7,088.32	7,088.42	(0.10)	100.0%	13,682.42	(6,594.00)		(0.10)
50.6035	Personnel:Training Pay	1,172.86	500.00	672.86	234.6%	500.00	-	700.00	(27.14)
50.6036	Personnel:Supplements	57,135.73	42,464.21	14,671.52	134.6%	42,464.21	-	15,000.00	(328.48)
50.6050	Personnel:Service Pay Longevit	5,956.00	5,956.00	-	100.0%	6,080.00	(124.00)		-
Police	Total Salaries & Wages	917,394.01	1,014,392.40	(96,998.39)	90.4%	1,031,680.40	(17,288.00)	(96,500.00)	(498.39)
50.6027	Personnel:Pre-Employment Screening	1,227.00	50.00	1,177.00	2454.0%	50.00	-	1,100.00	77.00
50.6030	Personnel:FICA(SS) & Medicare	66,505.14	75,525.35	(9,020.21)	88.1%	76,307.35	(782.00)	(9,000.00)	(20.21)
50.6031	Personnel: SUTA Taxes	3,074.11	185.18	2,888.93	1660.1%	185.18	-	3,000.00	(111.07)
50.6042	Personnel:Personnel:ER-Life/AD&D Ins	636.48	725.76	(89.28)	87.7%	725.76	-		(89.28)
50.6045	Personnel:TMRS	203,389.40	217,163.56	(13,774.16)	93.7%	218,709.56	(1,546.00)	(13,000.00)	(774.16)
50.6046	Personnel:ER LongTerm Disab	2,672.41	3,151.97	(479.56)	84.8%	3,151.97	-	(500.00)	20.44
50.6047	Personnel:Employee Health Ins	105,436.98	130,444.09	(25,007.11)	80.8%	130,444.09	-	(25,000.00)	(7.11)
50.6048	Personnel:HSA/HRA	9,370.04	14,376.41	(5,006.37)	65.2%	14,376.41	-	(5,000.00)	(6.37)
50.6049	Personnel:ER ShortTerm Disab	1,592.31	1,880.06	(287.75)	84.7%	1,880.06	-	(200.00)	(87.75)
Police	Total Taxes & Benefits	393,903.87	443,502.38	(49,598.51)	88.8%	445,830.38	(2,328.00)	(48,600.00)	(998.51)
50.6100	Training & Travel	7,131.10	9,774.14	(2,643.04)	73.0%	14,200.00	(4,425.86)	(2,600.00)	(43.04)
50.6105	Training:Personnel Firearms/Am	3,794.60	5,000.00	(1,205.40)	75.9%	5,000.00	-	(1,200.00)	(5.40)
50.6110	Training:Firearms/Range	1,909.92	2,000.00	(90.08)	95.5%	2,000.00	-		(90.08)
50.6115	Training:Licensure/Cont Ed	122.00	3,600.00	(3,478.00)	3.4%	3,600.00	-	(3,400.00)	(78.00)
50.6120	Training & Travel - Immunizati	-	500.00	(500.00)	0.0%	500.00	-	(500.00)	-
Police	Total Training & Travel	12,957.62	20,874.14	(7,916.52)	62.1%	25,300.00	(4,425.86)	(7,700.00)	(216.52)

110 - GENERAL FUND

12/08/2020

GENERAL FUND DETAILS		YTD Actual	Current Amended Budget	Over/(Under) Budget	100.0% % of Budget	Original Budget	Amended Budget vs Original Budget	EOY Budget Amendments	Actual vs Final Budget
Account Number	Account Description								
50.6215	Mat/Supplies: Office Supplies	-	1,050.00	(1,050.00)	0.0%	1,050.00	-	(1,000.00)	(50.00)
50.6230	Mat/Supplies: Office Equipment	2,555.52	1,200.00	1,355.52	213.0%	1,200.00	-	1,400.00	(44.48)
50.6240	Mat/Supplies: Printing	148.99	975.00	(826.01)	15.3%	975.00	-	(800.00)	(26.01)
50.6245	Mat/Supplies: Postage	-	50.00	(50.00)	0.0%	50.00	-	50.00	(100.00)
50.6250	Mat/Supplies: PSO Supplies	1,450.12	750.00	700.12	193.3%	750.00	-	700.00	0.12
50.6260	Mat/Sup:DWG Prisoner Food	122.76	1,000.00	(877.24)	12.3%	1,000.00	-	(800.00)	(77.24)
50.6265	Mat/Supplies:Prisoner Supplies	165.42	1,000.00	(834.58)	16.5%	1,000.00	-	(800.00)	(34.58)
50.6270	Mat/Supplies:Emergency Equip	2,659.04	6,200.00	(3,540.96)	42.9%	11,200.00	(5,000.00)	(3,500.00)	(40.96)
50.6275	Mat/Supplies:Equipment	-	-	-	0.0%	-	-	-	-
50.6276	Mat/Supplies: Furnishings	-	-	-	0.0%	-	-	-	-
50.6300	Mat/Supplies:Uniforms	10,108.87	12,660.00	(2,551.13)	79.8%	13,160.00	(500.00)	(2,500.00)	(51.13)
50.6305	Mat/Supplies:Uniform Cleaning	-	2,000.00	(2,000.00)	0.0%	2,000.00	-	(2,000.00)	-
50.6350	Mat/Supplies:Fuel	24,509.48	40,180.00	(15,670.52)	61.0%	40,180.00	-	(15,000.00)	(670.52)
Police	Total Materials & Supplies	41,720.20	67,065.00	(25,344.80)	62.2%	72,565.00	(5,500.00)	(24,250.00)	(1,094.80)
50.6510	Utilities:Telephone	2,180.87	2,469.24	(288.37)	88.3%	990.00	1,479.24	(300.00)	11.63
50.6520	Utilities:Mobile Data Termin	3,769.81	5,280.00	(1,510.19)	71.4%	5,280.00	-	(1,500.00)	(10.19)
50.6525	Utilities:Cable	401.13	388.80	12.33	103.2%	388.80	-	-	12.33
Police	Total Utilities	6,351.81	8,138.04	(1,786.23)	78.1%	6,658.80	1,479.24	(1,800.00)	13.77
50.6805	Maintenance:Vehicles	30,091.57	32,700.00	(2,608.43)	92.0%	16,700.00	16,000.00	(2,600.00)	(8.43)
50.6810	Maintenance:Blgs/Ground/Park	-	-	-	0.0%	-	-	-	-
50.6812	Maintenance:Dispatch/Jail	-	500.00	(500.00)	0.0%	500.00	-	(500.00)	-
50.6825	Maintenance:Equipment	-	800.00	(800.00)	0.0%	800.00	-	(800.00)	-
50.6830	Maintenance:Police Eqpt	453.00	1,600.00	(1,147.00)	28.3%	1,600.00	-	(1,100.00)	(47.00)
Police	Total Maintenance	30,544.57	35,600.00	(5,055.43)	85.8%	19,600.00	16,000.00	(5,000.00)	(55.43)
50.7015	Consultants:Legal-Regular	5,949.57	2,400.00	3,549.57	247.9%	2,400.00	-	3,500.00	49.57
50.7095	Consultants:Other	4,794.32	10,000.00	(5,205.68)	47.9%	10,000.00	-	(5,200.00)	(5.68)
Police	Total Consultants	10,743.89	12,400.00	(1,656.11)	86.6%	12,400.00	-	(1,700.00)	43.89
50.7300	Contractual:Computer System	46,124.87	41,825.36	4,299.51	110.3%	41,892.99	(67.63)	4,300.00	(0.49)
50.7310	Contractual:Arlington Air Time	7,056.00	7,056.00	-	100.0%	7,056.00	-	-	-
50.7315	Contractual:Medical Director	2,000.00	2,000.00	-	100.0%	2,000.00	-	-	-
50.7320	Contractual: Comm Radio	9,710.10	9,588.00	122.10	101.3%	9,588.00	-	100.00	22.10
50.7505	Contractual:Liability Insur	19,022.00	24,792.00	(5,770.00)	76.7%	24,792.00	-	(5,800.00)	30.00
50.7510	Contractual:Worker's Compens	27,446.20	31,798.00	(4,351.80)	86.3%	31,798.00	-	(4,300.00)	(51.80)
Police	Total Contractual	111,359.17	117,059.36	(5,700.19)	95.1%	117,126.99	(67.63)	(5,700.00)	(0.19)

110 - GENERAL FUND

12/08/2020

GENERAL FUND DETAILS		YTD Actual	Current Amended Budget	Over/(Under) Budget	100.0% % of Budget	Original Budget	Amended Budget vs Original Budget	EOY Budget Amendments	Actual vs Final Budget
Account Number	Account Description								
50.8010	Other:Membership&Dues	722.00	1,507.00	(785.00)	47.9%	1,507.00	-	(700.00)	(85.00)
50.8020	Other:Meetings	-	500.00	(500.00)	0.0%	500.00	-	(500.00)	-
50.8021	Other: Annual Awards Banquet	1,502.24	1,500.00	2.24	100.1%	1,500.00	-		2.24
50.8022	Other: Special Events	50.88	-	50.88	0.0%	-	-		50.88
50.8070	Other:Miscellaneous	2,236.58	1,000.00	1,236.58	223.7%	1,000.00	-	1,200.00	36.58
50.8072	Other:Radio T1 Line	2,013.05	2,031.36	(18.31)	99.1%	2,031.36	-		(18.31)
50.8079	Other:Day with the Law	3,160.44	7,000.00	(3,839.56)	45.1%	7,000.00	-	(3,800.00)	(39.56)
50.8083	Other:Veh Cap Lease-Int Exp	1,586.24	1,586.24	-	100.0%	1,586.24	-		-
50.8084	Other:Vehicle Capital Lease	23,790.29	23,790.29	-	100.0%	23,790.29	-		-
Police	Total Other	35,061.72	38,914.89	(3,853.17)	90.1%	38,914.89	-	(3,800.00)	(53.17)
50.9010	Capital Outlay:Computer/Off Eq	21,934.45	22,620.69	(686.24)	97.0%	3,080.00	19,540.69		(686.24)
50.9100	Capital Outlay:Police Vehicle	-	-	-	0.0%	-	-		-
50.9105	Capital Outlay:Police Eqpt	-	-	-	0.0%	-	-		-
50.9350	Capital Outlay:Equipment	4,673.11	4,673.11	-	100.0%	-	4,673.11		-
Police	Total Capital Outlay	26,607.56	27,293.80	(686.24)	97.5%	3,080.00	24,213.80	-	(686.24)
Police	TOTAL EXPENSES	1,586,644.42	1,785,240.01	(198,595.59)	88.9%	1,773,156.46	12,083.55	(195,050.00)	(3,545.59)
55.6000	Personnel:Salaries Full Time	16,352.08	24,192.00	(7,839.92)	67.6%	24,192.00	-	(7,000.00)	(839.92)
55.6005	Personnel:Salaries Part Time	-	-	-	0.0%	-	-		-
55.6007	Personnel:Dispatch Part Time	911.59	5,437.20	(4,525.61)	16.8%	5,437.20	-	(2,500.00)	(2,025.61)
55.6008	Personnel:Dispatch Full Time	33,453.07	27,464.64	5,988.43	121.8%	27,464.64	-	6,000.00	(11.57)
55.6009	Personnel:Dispatch Overtime	5,299.77	7,693.70	(2,393.93)	68.9%	7,693.70	-	(2,400.00)	6.07
55.6020	Personnel:Salaries Overtime	297.76	918.05	(620.29)	32.4%	918.05	-	(600.00)	(20.29)
55.6025	Personnel:Salaries SickLeaveBB	464.04	463.94	0.10	100.0%	704.94	(241.00)		0.10
55.6032	Personel:Vol FireProgIncentive	2,107.00	2,940.00	(833.00)	71.7%	2,940.00	-	(800.00)	(33.00)
55.6036	Personnel:Supplements	81,321.27	103,081.39	(21,760.12)	78.9%	118,081.39	(15,000.00)	(21,000.00)	(760.12)
55.6050	Personnel:Service Pay Longevit	296.00	296.00	-	100.0%	296.00	-		-
Fire	Total Salaries & Wages	140,502.58	172,486.92	(31,984.34)	81.5%	187,727.92	(15,241.00)	(28,300.00)	(3,684.34)
55.6027	Personnel:Pre-Employment Screening	-	15.00	(15.00)	0.0%	15.00	-		(15.00)
55.6030	Personnel:FICA(SS) & Medicare	10,110.36	13,674.31	(3,563.95)	73.9%	13,674.31	-	(3,500.00)	(63.95)
55.6031	Personnel: SUTA Taxes	219.83	12.60	207.23	1744.7%	12.60	-	200.00	7.23
55.6042	Personnel:ER-Life/AD&D Ins	49.26	51.84	(2.58)	95.0%	51.84	-		(2.58)
55.6045	Personnel:TMRS	29,126.96	38,040.29	(8,913.33)	76.6%	38,040.29	-	(8,900.00)	(13.33)
55.6046	Personnel:ER LongTerm Disab	165.99	183.90	(17.91)	90.3%	183.90	-		(17.91)
55.6047	Personnel:Employee Health Ins	6,411.98	9,437.54	(3,025.56)	67.9%	9,437.54	-	(3,000.00)	(25.56)
55.6048	Personnel:HSA/HRA	14.80	18.00	(3.20)	82.2%	-	18.00		(3.20)
55.6049	Personnel:ER ShortTerm Disab	101.58	111.02	(9.44)	91.5%	111.02	-		(9.44)
Fire	Total Taxes & Benefits	46,200.76	61,544.50	(15,343.74)	75.1%	61,526.50	18.00	(15,200.00)	(143.74)

110 - GENERAL FUND

12/08/2020

GENERAL FUND DETAILS		YTD Actual	Current Amended Budget	Over/(Under) Budget	100.0% % of Budget	Original Budget	Amended Budget vs Original Budget	EOY Budget Amendments	Actual vs Final Budget
Account Number	Account Description								
55.6100	Training & Travel	747.24	7,000.00	(6,252.76)	10.7%	7,000.00	-	(6,200.00)	(52.76)
55.6115	Training:Licensure/Cont Ed	6,478.04	15,090.00	(8,611.96)	42.9%	15,090.00	-	(8,600.00)	(11.96)
55.6120	Training & Travel - Immunizati	-	500.00	(500.00)	0.0%	500.00	-	(500.00)	-
Fire	Total Training & Travel	7,225.28	22,590.00	(15,364.72)	32.0%	22,590.00	-	(15,300.00)	(64.72)
55.6215	Mat/Supplies: Office Supplies	-	-	-	0.0%	-	-	-	-
55.6230	Mat/Supplies: Office Equipment	-	200.00	(200.00)	0.0%	200.00	-	(200.00)	-
55.6240	Mat/Supplies: Printing	50.00	75.00	(25.00)	66.7%	75.00	-	-	(25.00)
55.6245	Mat/Supplies: Postage	13.04	50.00	(36.96)	26.1%	50.00	-	-	(36.96)
55.6250	Mat/Supplies: FF Supplies	4,919.98	500.00	4,419.98	984.0%	500.00	-	4,400.00	19.98
55.6255	Mat/Supplies: Fire Recov Purch	-	1,000.00	(1,000.00)	0.0%	1,000.00	-	(1,000.00)	-
55.6270	Mat/Supplies:Emergency Equip	22,710.05	18,267.85	4,442.20	124.3%	21,240.00	(2,972.15)	4,400.00	42.20
55.6275	Mat/Supplies:Equipment	-	-	-	0.0%	-	-	-	-
55.6276	Mat/Supplies: Furnishings	-	-	-	0.0%	-	-	-	-
55.6300	Mat/Supplies:Uniforms	12,893.78	11,608.00	1,285.78	111.1%	12,108.00	(500.00)	1,200.00	85.78
55.6305	Mat/Supplies:Uniform Cleaning	1,791.06	3,250.00	(1,458.94)	55.1%	3,250.00	-	(1,400.00)	(58.94)
55.6350	Mat/Supplies:Fuel	2,285.50	2,755.00	(469.50)	83.0%	2,755.00	-	(400.00)	(69.50)
Fire	Total Materials & Supplies	44,663.41	37,705.85	6,957.56	118.5%	41,178.00	(3,472.15)	7,000.00	(42.44)
55.6510	Utilities:Telephone	1,006.82	990.00	16.82	101.7%	990.00	-	-	16.82
55.6520	Utilities:Mobile Data Termin	351.29	480.00	(128.71)	73.2%	480.00	-	-	(128.71)
55.6525	Utilities:Cable	401.11	388.80	12.31	103.2%	388.80	-	-	12.31
Fire	Total Utilities	1,759.22	1,858.80	(99.58)	94.6%	1,858.80	-	-	(99.58)
55.6805	Maintenance:Vehicles	29,059.72	11,900.00	17,159.72	244.2%	11,900.00	-	18,000.00	(840.28)
55.6810	Maintenance:Blgs/Ground/Park	-	200.00	(200.00)	0.0%	200.00	-	(200.00)	-
55.6825	Maintenance:Equipment	-	-	-	0.0%	-	-	-	-
55.6831	Maintenance:FF Equipment	3,206.20	3,932.15	(725.95)	81.5%	960.00	2,972.15	(700.00)	(25.95)
Fire	Total Maintenance	32,265.92	16,032.15	16,233.77	201.3%	13,060.00	2,972.15	17,100.00	(866.23)
55.7015	Consultants:Legal-Regular	565.00	-	565.00	0.0%	565.00	(565.00)	600.00	(35.00)
55.7095	Consultants:Other	-	-	-	0.0%	-	-	-	-
Fire	Total Consultants	565.00	-	565.00	0.0%	565.00	(565.00)	600.00	(35.00)
55.7300	Contractual:Computer System	9,368.44	9,351.00	17.44	100.2%	9,351.00	-	-	17.44
55.7310	Contractual:Arlington Air Time	7,056.00	7,056.00	-	100.0%	7,056.00	-	-	-
55.7315	Contractual:Medical Director	2,000.00	2,000.00	-	100.0%	2,000.00	-	-	-
55.7320	Contractual:Comm Radio	9,709.85	9,588.00	121.85	101.3%	9,588.00	-	100.00	21.85
55.7505	Contractual:Liability Insur	2,555.00	3,312.00	(757.00)	77.1%	3,312.00	-	(700.00)	(57.00)
55.7510	Contractual:Worker's Compens	5,877.20	2,239.00	3,638.20	262.5%	2,239.00	-	3,600.00	38.20
Fire	Total Contractual	36,566.49	33,546.00	3,020.49	109.0%	33,546.00	-	3,000.00	20.49

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12/08/2020

GENERAL FUND DETAILS		YTD Actual	Current Amended Budget	Over/(Under) Budget	100.0% % of Budget	Original Budget	Amended Budget vs Original Budget	EOY Budget Amendments	Actual vs Final Budget
Account Number	Account Description								
55.8010	Other:Membership&Dues	1,675.00	5,575.00	(3,900.00)	30.0%	5,575.00	-	(3,900.00)	-
55.8020	Other:Meetings	-	500.00	(500.00)	0.0%	500.00	-	(500.00)	-
55.8022	Other: Annual Awards Banquet	1,502.21	1,500.00	2.21	100.1%	1,500.00	-		2.21
55.8070	Other:Miscellaneous	-	100.00	(100.00)	0.0%	100.00	-	(100.00)	-
55.8072	Other:Radio T1 Line	2,013.05	2,031.36	(18.31)	99.1%	2,031.36	-		(18.31)
55.8082	Other:FireRecoveryEquipPurchas	-	1,200.00	(1,200.00)	0.0%	1,200.00	-	(1,200.00)	-
Fire	Total Other	5,190.26	10,906.36	(5,716.10)	47.6%	10,906.36	-	(5,700.00)	(16.10)
55.9010	Capital Outlay:Computer/Off Eq	7,278.93	7,685.17	(406.24)	94.7%	2,800.00	4,885.17		(406.24)
55.9020	Capital Outlay:Fire Truck	660,947.49	-	660,947.49	0.0%	-	-	660,947.00	0.49
55.9350	Capital Outlay:Equipment	155,953.58	-	155,953.58	0.0%	-	-	155,954.00	(0.42)
Fire	Total Capital Outlay	824,180.00	7,685.17	816,494.83	10724.3%	2,800.00	4,885.17	816,901.00	(406.17)
Fire	TOTAL EXPENSES	1,139,118.92	364,355.75	774,763.17	312.6%	375,758.58	(11,402.83)	780,101.00	(5,337.83)
60.6000	Personnel:Salaries-Full Time	34,983.30	35,516.84	(533.54)	98.5%	21,495.57	14,021.27		(533.54)
60.6005	Personnel:Salaries-Part Time	-	4,800.00	(4,800.00)	0.0%	4,800.00	-		(4,800.00)
60.6020	Personnel:Salaries-Overtime	977.44	1,395.44	(418.00)	70.0%	1,421.47	(26.03)		(418.00)
60.6025	Personnel:Salaries-Sick Leave	202.14	202.14	-	100.0%	206.69	(4.55)		-
60.6036	Personnel:Supplements	1,983.33	400.01	1,583.32	495.8%	-	400.01		1,583.32
60.6050	Personnel:Service Pay-Longevit	216.00	216.00	-	100.0%	216.00	-		-
Public Works	Total Salaries & Wages	38,362.21	42,530.43	(4,168.22)	90.2%	28,139.73	14,390.70	-	(4,168.22)
60.6027	Personnel:Employment Screening	108.00	108.00	-	100.0%	-	108.00		-
60.6030	Personnel:FICA(SS)&Medicare	2,679.03	3,147.19	(468.16)	85.1%	2,082.34	1,064.85		(468.16)
60.6031	Personnel: SUTA Taxes	129.60	14.50	115.10	893.8%	9.30	5.20		115.10
60.6042	Personnel:ER-Life/AD&D Ins	29.88	30.60	(0.72)	97.6%	21.60	9.00		(0.72)
60.6045	Personnel:TMRS	8,126.15	7,989.26	136.89	101.7%	4,950.36	3,038.90		136.89
60.6046	Personnel:ER-LongTerm Disab	112.81	133.42	(20.61)	84.6%	83.40	50.02		(20.61)
60.6047	Personnel:Employee Health Ins	6,997.85	7,036.76	(38.91)	99.4%	4,892.04	2,144.72		(38.91)
60.6048	Personnel:Health Savings Acct	277.95	257.72	20.23	107.8%	-	257.72		20.23
60.6049	Personnel:ER-ShortTerm Disab	71.04	83.44	(12.40)	85.1%	52.49	30.95		(12.40)
Public Works	Total Taxes & Benefits	18,532.31	18,800.89	(268.58)	98.6%	12,091.53	6,709.36	-	(268.58)
60.6100	Training & Travel	-	500.00	(500.00)	0.0%	500.00	-		(500.00)
Public Works	Total Training & Travel	-	500.00	(500.00)	0.0%	500.00	-	-	(500.00)

110 - GENERAL FUND

12/08/2020

GENERAL FUND DETAILS		YTD Actual	Current Amended Budget	Over/(Under) Budget	100.0% % of Budget	Original Budget	Amended Budget vs Original Budget	EOY Budget Amendments	Actual vs Final Budget
Account Number	Account Description								
60.6215	Mat/Supplies: Office Supplies	-	-	-	0.0%	-	-	-	-
60.6230	Mat/Supplies: Office Eqpt	7.56	-	7.56	0.0%	-	-	-	7.56
60.6240	Mat/Supplies: Printing	-	-	-	0.0%	-	-	-	-
60.6245	Mat/Supplies: Postage	15.03	50.00	(34.97)	30.1%	50.00	-	-	(34.97)
60.6275	Mat/Supplies: Equipment	-	-	-	0.0%	-	-	-	-
60.6276	Mat/Supplies: Furnishings	-	-	-	0.0%	-	-	-	-
60.6300	Mat/Supplies: Uniforms	970.12	1,030.00	(59.88)	94.2%	350.00	680.00	-	(59.88)
60.6310	Mat/Supplies: Animal Control	-	-	-	0.0%	-	-	-	-
60.6350	Mat/Supplies: Fuel	2,650.10	4,003.00	(1,352.90)	66.2%	4,003.00	-	-	(1,352.90)
60.6360	Mat/Supplies: Fuel Mowing Equ	-	200.00	(200.00)	0.0%	200.00	-	-	(200.00)
60.6400	Mat/Supplies: Tools&Supplies	430.49	1,500.00	(1,069.51)	28.7%	1,500.00	-	-	(1,069.51)
60.6410	Maintenance:Weed & Pest Cont	20.08	100.00	(79.92)	20.1%	100.00	-	-	(79.92)
60.6415	Mat/Supplies: Stormwater	-	-	-	0.0%	-	-	-	-
Public Works	Total Materials & Supplies	4,093.38	6,883.00	(2,789.62)	59.5%	6,203.00	680.00	-	(2,789.62)
60.6500	Utilities:Electricity	25,549.90	24,485.00	1,064.90	104.3%	24,485.00	-	-	1,064.90
60.6510	Utilities:Telephone	801.48	660.00	141.48	121.4%	660.00	-	-	141.48
60.6520	Utilities:Mobile Data Termin	-	-	-	0.0%	-	-	-	-
Public Works	Total Utilities	26,351.38	25,145.00	1,206.38	104.8%	25,145.00	-	-	1,206.38
60.6805	Maintenance:Vehicles	528.75	600.00	(71.25)	88.1%	600.00	-	-	(71.25)
60.6810	Maintenance:Blgs/Ground/Park	5,093.14	4,750.00	343.14	107.2%	4,750.00	-	-	343.14
60.6815	Maintenance:Office Equipment	-	-	-	0.0%	-	-	-	-
60.6825	Maintenance:Equipment	559.33	1,000.00	(440.67)	55.9%	1,000.00	-	-	(440.67)
60.6835	Maintenance:Streets	74.85	1,000.00	(925.15)	7.5%	1,000.00	-	-	(925.15)
60.6840	Maintenance:Traffic Control	176.40	1,500.00	(1,323.60)	11.8%	1,500.00	-	-	(1,323.60)
60.6845	Maintenance:Storm Drainage	-	13,176.37	(13,176.37)	0.0%	15,000.00	(1,823.63)	(9,400.00)	(3,776.37)
Public Works	Total Maintenance	6,432.47	22,026.37	(15,593.90)	29.2%	23,850.00	(1,823.63)	(9,400.00)	(6,193.90)
60.7015	Consultants:Legal-Regular	-	1,500.00	(1,500.00)	0.0%	1,500.00	-	-	(1,500.00)
60.7030	Consultants:Engineer-Regular	3,593.75	6,000.00	(2,406.25)	59.9%	6,000.00	-	-	(2,406.25)
60.7031	Consultants:Engineer-SWMP	1,700.00	1,700.00	-	100.0%	1,700.00	-	-	-
Public Works	Total Consultants	5,293.75	9,200.00	(3,906.25)	57.5%	9,200.00	-	-	(3,906.25)
60.7215	Contractual:Filing Fees	100.00	100.00	-	100.0%	-	100.00	-	-
60.7300	Contractual:Computer System	579.51	-	579.51	0.0%	-	-	-	579.51
60.7415	Contractual:Contract Labor	-	-	-	0.0%	-	-	-	-
60.7505	Contractual:Liability Insur	1,365.60	1,448.56	(82.96)	94.3%	1,448.56	-	-	(82.96)
60.7510	Contractual:Worker's Compensat	1,398.45	956.00	442.45	146.3%	956.00	-	-	442.45
60.7600	Contractual:Refuse Collection	3,667.85	6,000.00	(2,332.15)	61.1%	6,000.00	-	-	(2,332.15)
Public Works	Total Contractual	7,111.41	8,504.56	(1,393.15)	83.6%	8,404.56	100.00	-	(1,393.15)

110 - GENERAL FUND

12/08/2020

GENERAL FUND DETAILS		YTD Actual	Current Amended Budget	Over/(Under) Budget	100.0% % of Budget	Original Budget	Amended Budget vs Original Budget	EOY Budget Amendments	Actual vs Final Budget
Account Number	Account Description								
60.8010	Other:Membership&Dues	-	-	-	0.0%	-	-	-	-
60.8020	Other:Meetings	-	-	-	0.0%	-	-	-	-
60.8028	Other: Cell Phone Reimbursement	25.00	25.00	-	100.0%	-	25.00	-	-
60.8070	Other:Miscellaneous	146.90	-	146.90	0.0%	-	-	-	146.90
Public Works	Total Other	171.90	25.00	146.90	687.6%	-	25.00	-	146.90
60.9010	Capital Outlay:Computer/Off Eq	7,398.73	-	7,398.73	0.0%	-	-	7,400.00	(1.27)
60.9350	Capital Outlay:Equipment	3,869.94	1,823.63	2,046.31	212.2%	-	1,823.63	2,000.00	46.31
Public Works	Total Capital Outlay	11,268.67	1,823.63	9,445.04	617.9%	-	1,823.63	9,400.00	45.04
Public Works		117,617.48	135,438.88	(17,821.40)	86.8%	113,533.82	21,905.06	-	(17,821.40)
00.9700	Transfer Out to Reserve	125,630.49	125,000.00	630.49	100.5%	150,000.00	(25,000.00)	-	630.49
00.9700	Transfer Out	13,450.00	10,000.00	3,450.00	134.5%	10,000.00	-	3,450.00	-
00.9700	Transfer Out to Fire Truck Fund	-	25,000.00	(25,000.00)	0.0%	25,000.00	-	(25,000.00)	-
	Other Financing Uses	139,080.49	160,000.00	(20,919.51)	86.9%	185,000.00	(25,000.00)	(21,550.00)	630.49
	TOTAL EXPENSES	3,753,819.51	3,277,438.82	476,380.69	114.5%	3,330,155.53	(52,716.71)	563,501.00	(87,120.31)
Revenue Over/(Under) Expenditures		146,869.78	11,226.49	135,643.29		375.86	10,850.63	36,917.00	98,726.29

112 - FIRE TRUCK FUND

100.0%

112-Fire Truck Fund Details		YTD	Current	Over/ (Under)			EOY Budget	Actual vs Final
Account Number	Account Description	Actual	Budget	Budget	% of Budget	Original Budget	Amendments	Budget
00.4800	Other Rev:Interest on Invest	1,191.25	2,500.00	(1,308.75)	47.7%	2,500.00		(1,308.75)
Total Other Revenue		1,191.25	2,500.00	(1,308.75)	47.7%	2,500.00	-	(1,308.75)
00.4900	Transfer-In	-	25,000.00	(25,000.00)	0.0%	25,000.00	(25,000.00)	-
Total Other Revenue		-	25,000.00	(25,000.00)	0.0%	25,000.00	(25,000.00)	-
TOTAL REVENUE		1,191.25	27,500.00	(26,308.75)	4.3%	27,500.00	(25,000.00)	(1,308.75)
50.9350	Capital Outlay:Equipment	-	-	-	0.0%	-	-	-
Total Capital		-	-	-	0.0%	-	-	-
40.9700	Transfer Out	101,261.48	-	101,261.48	0.0%	-	101,261.00	0.48
Total Other Uses		101,261.48	-	101,261.48	0.0%	-	101,261.00	0.48
TOTAL EXPENSES		101,261.48	-	101,261.48	0.0%	-	101,261.00	0.48
Revenue Over/(Under) Expenditures		(100,070.23)	27,500.00			27,500.00	(126,261.00)	(1,309.23)

120 - ENTERPRISE FUND

ENTERPRISE FUND DETAILS		YTD	Amended Budget	Over/(Under) Budget	100.0%	Original Budget	Original Budget vs Amended Budget	EOY Budget Amendments	Actual vs Final Budget
Account Number	Account Description	Actual			% of Budget				
00.4300	Water Sales: Billed	1,087,677.88	1,061,667.80	26,010.08	102.4%	1,061,667.80	-		26,010.08
00.4305	Sewer Sales: Billed	623,712.28	623,380.00	332.28	100.1%	623,380.00	-		332.28
00.4315	Permits & Fees:Connection Fees	2,529.00	2,600.00	(71.00)	97.3%	2,600.00	-		(71.00)
00.4318	Permits & Fees:Sewer Tap Fee	260.00	-	260.00	0.0%	-	-		260.00
00.4320	Permits & Fees:Meter & Tap Fee	3,800.00	-	3,800.00	0.0%	-	-		3,800.00
Total Water/Sewer Sales & Fees		1,717,979.16	1,687,647.80	30,331.36	101.8%	1,687,647.80	-	-	30,331.36
00.4465	Chrg for Serv:Refuse Collectio	176,271.96	177,172.32	(900.36)	99.5%	177,172.32	-		(900.36)
00.4470	Chrg for Serv:Haz Waste Collection Fee	10,364.46	10,416.00	(51.54)	99.5%	10,416.00	-		(51.54)
Total Charges for Service		186,636.42	187,588.32	(951.90)	99.5%	187,588.32	-	-	(951.90)
00.4800	Other Rev:Int from Investments	1,651.37	3,500.04	(1,848.67)	47.2%	4,500.00	(999.96)		(1,848.67)
00.4805	Other Rev:Delinquent Charge	18,158.36	21,000.00	(2,841.64)	86.5%	21,000.00	-		(2,841.64)
00.4810	Other Rev:Cellular Tower Lease	14,691.65	14,692.00	(0.35)	100.0%	14,692.00	-		(0.35)
00.4815	Other Rev:Online Payment Fees	2,148.00	1,450.00	698.00	148.1%	1,450.00	-		698.00
00.4816	Other Rev: Sales Tax Discount	34.24	36.00	(1.76)	95.1%	36.00	-		(1.76)
00.4820	Other Rev: Eqpt Damage Reimburs	150.00	-	150.00	0.0%	-	-		150.00
00.4897	Other Rev: Grant Cares Act	46,618.61	-	46,618.61	0.0%	-	-	46,619.00	(0.39)
00.4890	Other Rev: Miscellaneous	235.00	150.00	85.00	156.7%	150.00	-		85.00
00.4895	Other Rev: Contributed Capital	80,046.00	80,046.00	-	100.0%	-	80,046.00		-
Total Other Revenue		163,733.23	120,874.04	42,859.19	135.5%	41,828.00	79,046.04	46,619.00	(3,759.81)
00.4900	Transfer In	-	-	-	0.0%	-	-		-
00.4955	Lease Proceeds	422,714.22	-	422,714.22	0.0%	-	-	422,714.00	0.22
00.4960	Proceeds from Sale	-	-	-	0.0%	-	-		-
00.4970	Liability Forgiveness	40,310.03	-	40,310.03	0.0%	-	-	40,310.00	0.03
Total Other Financing Sources		463,024.25	-	463,024.25	0.0%	-	-	463,024.00	0.25
TOTAL REVENUES		2,531,373.06	1,996,110.16	535,262.90	126.8%	1,917,064.12	79,046.04	509,643.00	25,619.90
40.6000	Personnel:Salaries Full Time	223,216.88	227,372.61	(4,155.73)	98.2%	208,743.18	18,629.43		(4,155.73)
40.6005	Personnel:Salaries Part Time	3,855.00	4,985.00	(1,130.00)	77.3%	-	4,985.00		(1,130.00)
40.6015	Personnel:Salaries Standby	8,314.17	9,599.50	(1,285.33)	86.6%	9,599.50	-		(1,285.33)
40.6020	Personnel:Salaries Overtime	2,265.14	3,177.34	(912.20)	71.3%	3,380.13	(202.79)		(912.20)
40.6025	Personnel:Salaries Sick Leave	4,070.09	4,070.09	-	100.0%	2,087.15	1,982.94		-
40.6036	Personnel:Supplements	14,158.82	10,347.33	3,811.49	136.8%	11,673.44	(1,326.11)		3,811.49
40.6050	Personnel:Service Pay-Longevit	1,023.76	1,023.76	-	100.0%	1,040.76	(17.00)		-
Total Salary & Wages		256,903.86	260,575.63	(3,671.77)	98.6%	236,524.16	24,051.47	-	(3,671.77)
40.6027	Personnel: Pre-Employment Screening	108.00	108.00	-	100.0%	-	108.00		-
40.6030	Personnel:FICA(SS) & MediCare	18,716.67	19,268.72	(552.05)	97.1%	17,502.79	1,765.93		(552.05)
40.6031	Personnel: SUTA Taxes	711.12	45.00	666.12	1580.3%	33.84	11.16		666.12
40.6042	Personnel:ER-Life/AD&D Ins	157.86	157.37	0.49	100.3%	162.43	(5.06)		0.49
40.6045	Personnel:TMRS	32,972.35	50,168.80	(17,196.45)	65.7%	50,166.77	2.03	(21,663.00)	4,466.55
40.6046	Personnel:ER Long Term Disab	734.33	793.60	(59.27)	92.5%	745.71	47.89		(59.27)
40.6047	Personnel:Employee Health Ins	30,673.04	30,411.74	261.30	100.9%	35,150.58	(4,738.84)		261.30
40.6048	Personnel:HSA/HRA	3,284.08	3,365.23	(81.15)	97.6%	3,173.86	191.37		(81.15)
40.6049	Personnel:ER Short Term Disab	400.70	426.71	(26.01)	93.9%	412.43	14.28		(26.01)
40.6099	Personnel:TMRS OPED Supplemental Exp	939.15	-	939.15	0.0%	-	-	939.00	0.15
Total Taxes & Benefits		88,697.30	104,745.17	(16,047.87)	84.7%	107,348.41	(2,603.24)	(20,724.00)	4,676.13
40.6100	Training & Travel	979.81	2,600.28	(1,620.47)	37.7%	2,839.31	(239.03)		(1,620.47)
Total Training & Travel		979.81	2,600.28	(1,620.47)	37.7%	2,839.31	(239.03)	-	(1,620.47)

120 - ENTERPRISE FUND

ENTERPRISE FUND DETAILS		YTD	Amended Budget	Over/(Under) Budget	100.0%	Original Budget	Original Budget vs Amended Budget	EOY Budget Amendments	Actual vs Final Budget
Account Number	Account Description	Actual			% of Budget				
40.6205	Mat/Supplies: Legal Notices	-	-	-	0.0%	-	-		-
40.6215	Mat/Supplies: Office Supplies	540.63	275.00	265.63	196.6%	275.00	-		265.63
40.6230	Mat/Supplies: Office Equipmen	782.58	250.00	532.58	313.0%	250.08	(0.08)		532.58
40.6235	Mat/Supplies: Records Mgmt	315.00	400.00	(85.00)	78.8%	400.08	(0.08)		(85.00)
40.6240	Mat/Supplies: Printing	3,489.53	2,945.00	544.53	118.5%	2,944.92	0.08		544.53
40.6245	Mat/Supplies: Postage	5,879.27	5,900.00	(20.73)	99.6%	5,899.92	0.08		(20.73)
40.6250	Mat/Supplies: Water Systems	22,571.33	31,769.33	(9,198.00)	71.0%	1,999.92	29,769.41		(9,198.00)
40.6275	Mat/Supplies: Equipment	147.98	115.00	32.98	128.7%	-	115.00		32.98
40.6276	Mat/Supplies: Furnishings	-	-	-	0.0%	-	-		-
40.6300	Mat/Supplies: Uniforms	858.79	1,099.94	(241.15)	78.1%	470.00	629.94		(241.15)
40.6350	Mat/Supplies: Fuel	1,365.29	2,704.00	(1,338.71)	50.5%	2,704.08	(0.08)		(1,338.71)
40.6355	Mat/Supplies: Fuel-W/S Equipm	-	550.00	(550.00)	0.0%	750.00	(200.00)		(550.00)
40.6400	Mat/Supplies: Tools & Supplies	977.30	235.00	742.30	415.9%	-	235.00		742.30
40.6410	Mat/Supplies: Weed & Pest Control	20.09	-	20.09	0.0%	-	-		20.09
40.6450	Mat/Supplies: Testing Supplies	230.65	231.00	(0.35)	99.8%	-	231.00		(0.35)
Total Materials & Supplies		37,178.44	46,474.27	(9,295.83)	80.0%	15,694.00	30,780.27	-	(9,295.83)
40.6500	Utilities:Electricity	13,409.74	12,732.00	677.74	105.3%	12,732.00	-		677.74
40.6505	Utilities:Gas	-	-	-	0.0%	744.40	(744.40)		-
40.6510	Utilities:Telephone	1,145.65	924.00	221.65	124.0%	8,772.00	(7,848.00)		221.65
40.6520	Utilities:Mobile Data Terminal	1,082.79	960.00	122.79	112.8%	960.00	-		122.79
Total Utilities		15,638.18	14,616.00	1,022.18	107.0%	23,208.40	(8,592.40)	-	1,022.18
40.6805	Maintenance:Vehicles	528.01	600.00	(71.99)	88.0%	600.00	-		(71.99)
40.6810	Maintenance:Blgs/Ground/Park	-	200.00	(200.00)	0.0%	-	200.00		(200.00)
40.6815	Maintenance:Office Equipment	-	-	-	0.0%	-	-		-
40.6825	Maintenance:Equipment	208.53	1,500.00	(1,291.47)	13.9%	1,500.00	-		(1,291.47)
40.6900	Maintenance:Water Tank	725.00	6,000.00	(5,275.00)	12.1%	6,000.00	-		(5,275.00)
40.6905	Maintenance:Water Pumps/Motors	-	500.00	(500.00)	0.0%	500.00	-		(500.00)
40.6910	Maintenance:Water Distribution	36,530.79	42,700.00	(6,169.21)	85.6%	12,800.00	29,900.00		(6,169.21)
40.6915	Maintenance:Meter & Serv Lines	14.61	115.00	(100.39)	12.7%	-	115.00		(100.39)
40.6925	Maintenance:Sewer Collection	11.96	2,000.00	(1,988.04)	0.6%	3,000.00	(1,000.00)		(1,988.04)
Total Maintenance		38,018.90	53,615.00	(15,596.10)	70.9%	24,400.00	29,215.00	-	(15,596.10)
40.7015	Consultants:Legal-Regular	2,526.25	2,876.37	(350.12)	87.8%	4,000.00	(1,123.63)		(350.12)
40.7025	Consultants: Auditor	8,250.00	8,347.50	(97.50)	98.8%	8,347.50	-		(97.50)
40.7030	Consultants:Engineer-Regular	626.25	1,000.00	(373.75)	62.6%	1,000.00	-		(373.75)
40.7095	Consultants:Other	-	-	-	0.0%	-	-		-
Total Consultants		11,402.50	12,223.87	(821.37)	93.3%	13,347.50	(1,123.63)	-	(821.37)
40.7225	Contractual:Credit Card Proces	10,320.95	10,700.00	(379.05)	96.5%	6,985.00	3,715.00		(379.05)
40.7226	Contractual:Call Notification Fees	41.20	300.00	(258.80)	13.7%	300.00	-		(258.80)
40.7300	Contractual:Computer System	15,987.34	19,596.91	(3,609.57)	81.6%	16,475.25	3,121.66		(3,609.57)
40.7415	Contractual:Contract Labor	8,504.10	8,504.10	-	100.0%	-	8,504.10		-
40.7505	Contractual:Liability Insur	2,419.40	2,382.71	36.69	101.5%	2,382.71	-		36.69
40.7510	Contractual:Worker's Compens	2,827.30	1,912.00	915.30	147.9%	1,912.00	-		915.30
40.7600	Contractual:Refuse Collectio	155,537.84	155,133.32	404.52	100.3%	153,400.32	1,733.00		404.52
40.7601	Contractual:Haz Waste Collection	9,271.13	9,270.24	0.89	100.0%	9,270.24	-		0.89
40.7605	Contractual:Water System Fee	2,587.20	2,500.00	87.20	103.5%	2,600.00	(100.00)		87.20
40.7615	Contractual:Sewer Treatment	310,223.96	346,810.49	(36,586.53)	89.5%	354,469.49	(7,659.00)		(36,586.53)
40.7650	Contractual:Water Purchase	530,603.06	533,702.78	(3,099.72)	99.4%	562,891.59	(29,188.81)		(3,099.72)
40.7655	Contractual:Water Testing	1,740.37	1,800.00	(59.63)	96.7%	1,400.00	400.00		(59.63)
Total Contractual		1,050,063.85	1,092,612.55	(42,548.70)	96.1%	1,112,086.60	(19,474.05)	-	(42,548.70)

120 - ENTERPRISE FUND

ENTERPRISE FUND DETAILS		YTD	Amended Budget	Over/(Under) Budget	100.0% % of Budget	Original Budget	Original Budget vs Amended Budget	EOY Budget Amendments	Actual vs Final Budget
Account Number	Account Description	Actual							
40.7834	Capital Lease: Principal Expense	-	-	-	0.0%	-	-	-	-
40.7835	Capital Lease: Interest Expense	9,183.72	9,225.00	(41.28)	99.6%	-	9,225.00	-	(41.28)
Total Debt		9,183.72	9,225.00	(41.28)	99.6%	-	9,225.00	-	(41.28)
40.8005	W/S Cost Recovery Fee	66,000.00	66,000.00	-	100.0%	66,000.00	-	-	-
40.8006	W/S Overhead Cost Recovery Fee	43,494.45	55,505.54	(12,011.09)	78.4%	45,371.62	10,133.92	-	(12,011.09)
40.8010	Other:Membership &Dues	111.00	240.00	(129.00)	46.3%	240.00	-	-	(129.00)
40.8020	Other:Meetings	-	-	-	0.0%	-	-	-	-
40.8025	Other:Mileage Reimbursement	42.24	300.00	(257.76)	14.1%	300.00	-	-	(257.76)
40.8028	Other:Cell Phone Reimbursement	325.00	300.00	25.00	108.3%	600.00	(300.00)	-	25.00
40.8030	Other:Northern Trinity GWCD	-	-	-	0.0%	-	-	-	-
40.8060	Other:Depreciation Exp	163,985.95	182,795.87	(18,809.92)	89.7%	155,505.87	27,290.00	-	(18,809.92)
40.8070	Other:Miscellaneous	259.21	100.00	159.21	259.2%	100.00	-	-	159.21
40.8085	Other: Interest on Cash Deficit	790.45	600.00	190.45	131.7%	4,800.00	(4,200.00)	-	190.45
40.8100	Other:Cash-Short/Over	-	-	-	0.0%	-	-	-	-
Total Other		275,008.30	305,841.41	(30,833.11)	89.9%	272,917.49	32,923.92	-	(30,833.11)
40.9010	Capital Outlay-Computer/Off Eq	8,595.62	1,064.00	7,531.62	807.9%	1,064.00	-	7,532.00	(0.38)
40.9100	Capital Outlay - Vehicles	38,024.34	-	38,024.34	0.0%	-	-	38,024.00	0.34
40.9200	Capital Outlay - Water System	496,775.87	81,871.27	414,904.60	606.8%	225,000.00	(143,128.73)	414,905.00	(0.40)
40.9205	Capital Outlay - Sewer System	31,960.29	32,008.83	(48.54)	99.8%	-	32,008.83	-	(48.54)
40.9350	Capital Outlay - Equipment	8,543.05	6,496.74	2,046.31	131.5%	-	6,496.74	2,046.00	0.31
Total Capital Outlay		583,899.17	121,440.84	462,458.33	480.8%	226,064.00	(104,623.16)	462,507.00	(48.67)
40.9700	Transfer Out	-	-	-	0.0%	14,583.00	(14,583.00)	-	-
40.9710	Loss of Asset Disposition	26,323.25	-	26,323.25	0.0%	-	-	26,323.00	0.25
Total Other Financing Uses		26,323.25	-	26,323.25	0.0%	14,583.00	(14,583.00)	26,323.00	0.25
TOTAL EXPENSES		2,393,297.28	2,023,970.02	369,327.26	118.2%	2,049,012.87	(25,042.85)	468,106.00	(98,778.74)
Revenue Over/(Under) Expenditures		138,075.78	(27,859.86)	165,935.64		(131,948.75)	104,088.89	41,537.00	124,398.64

130 - PARK FUND

100.0%

PARK FUND DETAILS		YTD	TOTAL	Ovr/(Under)	
Account Number	Account Description	Actual	Budget	Budget	% of Budget
00.4800	Other Revenue:Int from Investm	223.98	-	223.98	0.0%
00.4890	Other Revenue:Miscellaneous	-	-	-	0.0%
Total Other Revenue		223.98	-	223.98	0.0%
40.8070	Other: Misc	-	-	-	0.0%
Total Other Expense		-	-	-	0.0%
40.9700	Transfer Out	-	20,548.39	(20,548.39)	0.0%
Total Other Financing Uses		-	20,548.39	(20,548.39)	0.0%
Total Expenses		-	20,548.39	(20,548.39)	0.0%
Revenue Over/(Under) Expenditures		223.98	(20,548.39)	20,772.37	

EOY Budget Amendments	Actual vs Final Budget
	223.98
	-
-	223.98
	-
-	-
(20,548.00)	(0.39)
(20,548.00)	(0.39)
(20,548.00)	(0.39)
	-
20,548.00	224.37

ORDINANCE NO. 2020-16

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 17, 2020.

Laura Bianco, Mayor

ATTEST:

Lola Hazel, City Administrator



DALWORTHINGTON GARDENS

2600 Roosevelt Drive DWG, Texas 76016

BUDGET ADMENDMENT FORM

Date: 12/08/2020

Incode Budget# _____

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: _____

AMENDMENT AMOUNT \$ 1,000.00

FROM DEPARTMENT

TO DEPARTMENT

FROM ACCOUNT # _____

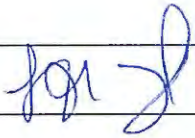
TO ACCOUNT# 110-40-8023

FROM DESC: _____

TO DESC: Other:Employee Appreciation

EXPLANATION:

Condolence and congratulations policy approved in the November 19, 2020 council meeting.

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

Attach copy of minutes ratifying approval.

**City Council
Staff Agenda Report**

Agenda Item: 9a.

Agenda Subject: Consider approval of an application from Cynthia Fulton for a replat of Lots 5B2-1 and 5B2-2, Block 4, Dalworthington Gardens Addition, an addition to the City of Dalworthington Gardens, Tarrant County, Texas, and commonly known as 2915 Roosevelt Drive.

<p>Meeting Date:</p> <p>December 17, 2020</p>	<p>Financial Considerations:</p> <p>Budgeted:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar:</p> <p><input type="checkbox"/> Financial Stability</p> <p><input checked="" type="checkbox"/> Appearance of City</p> <p><input checked="" type="checkbox"/> Operations Excellence</p> <p><input type="checkbox"/> Infrastructure Improvements/Upgrade</p> <p><input type="checkbox"/> Building Positive Image</p> <p><input type="checkbox"/> Economic Development</p> <p><input type="checkbox"/> Educational Excellence</p>
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Prior Council Action:

Background Information: Section 10.02.004 of the City’s Code of Ordinances states, “No building permit shall [be] issue[d] for the construction of improvements on any property not platted...” 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, and published notice in accordance with state law.

Mrs. Fulton has submitted a replat application to divide property located at 2915 Roosevelt Drive. The city engineer has reviewed the plat, and has provided a letter recommending approval of the plat. However, following the December 7, 2020 Planning and Zoning Meeting, it was discovered there were additional items needed under the site plan requirement that were not included in the application.

Staff believes that this missed information is related to the applicant reviewing the city’s ordinance prior to finalization of the new platting ordinance, even though the plat was submitted afterwards. One of the reasons for clearly defining the site plan in the replat section of the ordinances is because the previous ordinance was not as clear. Staff also worked quickly to get this applicant on the December agenda which may be the reason the site plan requirement was incorrectly interpreted by the city engineer. Typically, the city engineer is diligent in reviewing plats and captures all errors. The initial interpretation of “site plan” is as you would see for a vacant property proposing a new structure even though that is not what is intended in the new ordinance. Because of these circumstances, staff suggests a conditional approval of the plat to provide additional time to the surveyor to provide the missing information. The surveyor is already working on adding utilities to the plat, but they will not be completed by the council meeting. He has added existing structures as shown on the plat. Staff has provided a list in the packet showing the highlighted items missing from the plat.

If Council agrees to conditionally approve, staff will be required to provide a letter to the applicant detailing missing details. Then, staff and engineering will work with the applicant on completion of the plat.

Recommended Action/Motion:

All three options are:

- Recommend approval of plat application for Cynthia Fulton, 2915 Roosevelt Drive.
- Recommend conditional approval plat application for Cynthia Fulton, 2915 Roosevelt Drive.
- Recommend approval of plat application for Cynthia Fulton, 2915 Roosevelt Drive.

Attachments: Plat, Engineering Letter, Site Plan Requirements, 200’ Address List and Letter



Application for Subdivision or Planned Development Plat

CITY OF DALWORTHINGTON GARDENS

2600 Roosevelt
TEL. 817-274-7368 FAX 817-265-4401
www.cityofdwtg.net

Check One: Concept Plan Preliminary Plan Concept Plan Amendment
 Final Plat Plat Revision

Subdivision/Development Name:
 Name: DALWORTHINGTON GARDENS Lot & Blocks: 5B2-1 & 5B2-2
RIK F

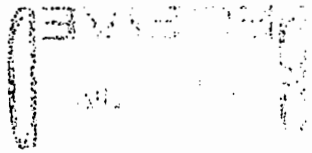
Applicant (Developer/Subdivider)
 Printed Name: CYNTHIA FULTON Phone: 817-896-9031
 Signature: Cynthia Fulton Date: 10/29/2020 Fax: 817-801-9031
 Address: 2702 Park Place Ct E-mail: ezhomes2buy@gmail.com
 City/State/Zip: Arlington, TX 76016

Record Owner of Property (If different than applicant)
 Printed Name: same as above Phone: _____
 Signature: _____ Date: _____ Fax: _____
 Address: _____ E-mail: _____
 City/State/Zip: _____

Agent/Consultant/Plat Preparer
 Firm: KEETON SURVEYING CO.
 Representative Name (Print) LUKE KEETON Phone: 972-641-0843
 Signature: [Signature] Date: 10-29-20 Fax: _____
 Address: 2037 DALWORTH ST E-mail: ksc4019@sbcglobal.net
 City/State/Zip: Grand prairie TX 75050

Office Use Only

Fee: \$750.00 Date Paid: 10/29/2020 Receipt#: CC 203412
 Application Received by: _____ Date Filed: _____



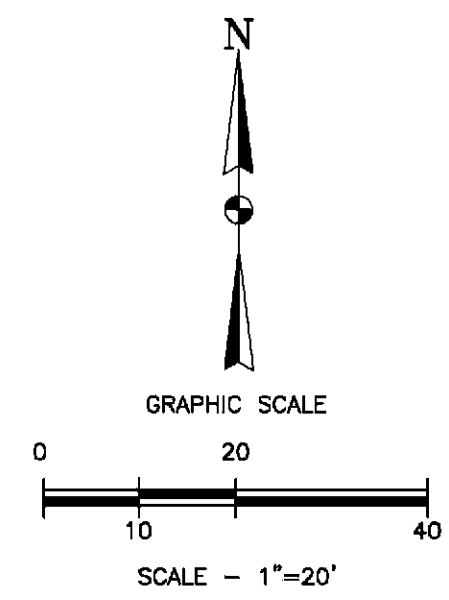
City of DWG
817-274-7662

REC#: 00203412 10/29/2020 1:18 PM
OPER: CARLA TERM: 002
REF#: PHONE/CCMC
PAID BY: CYNTHIA A FULTON

ACCT #: XXXXXXXXXXXXXXXXXXXX
AUTH #: 05630S
TRAN #: 000000003341
TYPE: PURCHASE

TRAN: 155.0000 CHG FOR SRV-PLATTING
CINDY FULTON
5B2-1 AND 5B2-2 BLK 4
110-00.4455
Chrg For Service-P1 750.00CR

TENDERED: 750.00 CREDIT CARD
APPLIED: 750.00-
CHANGE: 0.00



JAMES ISOM
VOL. 598B, PG. 306
D.R./T.C.T.
PART OF LOT 1, BLOCK 4
DALWORTHINGTON GARDENS ADDITION
VOL. 388-A, PG. 105

CYNTHIA FULTON
LOT 2-R-3, BLOCK 4
DALWORTHINGTON GARDENS ADDITION
INST. NO. D220141087
D.R./T.C.T.

CYNTHIA FULTON
LOT 2-R-4, BLOCK 4
DALWORTHINGTON GARDENS ADDITION
INST. NO. D220141087
D.R./T.C.T.

PART OF LOT 5B2
DALWORTHINGTON GARDENS
ADDITION
VOL. 388-158, PG 24
P.R./T.C.T.
LEIRANA INVESTMENTS, LLC
INST. NO. D214193344
D.R./T.C.T.
76,442 SQ. FT.
1.755 ACRES

**LOT 5B2-1
BLOCK 4**
52,218 SQ. FT.
1.199 AC.

**LOT 5B2-2
BLOCK 4**
24,224 SQ. FT.
0.556 AC.

RODNEY BANKS
VOL. 7598, PG. 1253
D.R./T.C.T.
LOT 5B3, BLOCK 4
DALWORTHINGTON GARDENS ADDITION
VOL. 388-158, PG. 24

7.5' DRAINAGE EASEMENT
VOL. 388-158, PG 24
P.R./T.C.T.

LEWIS BANKS
VOL. 7410, PG. 1283
D.R./T.C.T.
PART OF LOT 5B2, BLOCK 4
DALWORTHINGTON GARDENS ADDITION
VOL. 388-158, PG. 24

ALEXANDER MALDONADO
VOL. 12268, PG. 1068
D.R./T.C.T.
LOT 5B1, BLOCK 4
DALWORTHINGTON GARDENS ADDITION
VOL. 388-158, PG. 24

DEDICATION:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT LEIRANA INVESTMENTS, LLC, by and through the undersigned, its duly authorized officer, does hereby deposit this plat designating the hereinabove-described property as **LOT 5B2-1, & LOT 5B2-2, BLOCK 4, DALWORTHINGTON GARDENS ADDITION**, to the City of Dalworthington Gardens, Texas and it does hereby dedicate to the public's use the streets, (alleys, parks) and easements shown thereon.

WITNESS my hand this _____ day of _____, 2020

LEIRANA INVESTMENTS, LLC
CYNTHIA FULTON

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the _____ day of _____, 2020, by (CYNTHIA FULTON), (OWNER) of (LEIRANA INVESTMENTS, LLC), a (LIMITED LIABILITY COMPANY), on behalf of said Company.

Notary Public, State of Texas

Notary name (printed)

My commission expires: _____

I hereby certify that the area of this plat does not include any lots of a prior subdivision limited by deed restriction to residential use for not more than two residential units per lot.

CYNTHIA FULTON _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Public, State of Texas

Notary name (printed)

My commission expires: _____

OWNERS CERTIFICATE:

State of Texas:
County of Tarrant:

WHEREAS, LEIRANA INVESTMENTS, LLC, acting by and through the undersigned, its duly authorized officer, is the sole owner of a tract of land situated in the Leonard Randal Survey, Abstract No. 1311, County of Tarrant, according to the deed recorded in Inst. No. D214193344, Deed Records of Tarrant County, Texas said tract being part of Lot 5B2, Block 4, of Dalworthington Gardens Addition, an addition to the City of Dalworthington Gardens, according to the plat thereof recorded in Volume 388-158, Page 24, of the Map or Plat Records of Tarrant County, Texas, and being more particularly described as follows;

BEGINNING at a 1 inch iron pipe found at the most westerly corner of said Lot 5B2, and the most southerly corner of James Isom tract described in deed recorded in Volume 598B, Page 306, of the Deed Records of Tarrant County, Texas, said point also being in the east line of Roosevelt Drive (60' Right-Of-Way);

THENCE N. 56°43'59" E, with the common line of said Lot 5B2 and Isom tract for a distance of 276.80 feet to a found 1/2 inch iron rod and being the most north southwest corner of Lot 2-R-3, Block 4 of Dalworthington Gardens Addition, an addition to the City of Dalworthington Gardens, according to the plat thereof recorded in Inst. No. D220141087 of the Map or Plat Records of Tarrant County, Texas;

THENCE S. 39°11'14" E, with the west line of Lots 2-R-3 and 2-R-4 of said Dalworthington Gardens Addition a distance of 188.52 feet to a 3/8 inch iron rod found for the northwest corner of Lot 5B3, Block 4 of said Dalworthington Gardens Addition;

THENCE S. 04°33'50" W, with the west line of said Lot 5B3 and the west line of a remaining portion of Lot 5B2 described in deed to Lewis Banks recorded in Volume 7410, Page 1283 of the Deed Records of Tarrant County, Texas, a distance of 176.64 feet to a 3/8 inch iron rod found for corner also being the northeast corner of Lot 5B1 Block 4 said Dalworthington Gardens Addition;

THENCE S. 89°21'50" W, with the common line between Lot 5B2 and 5B1 of said Dalworthington Gardens Addition a distance of 233.48 feet to a 1/2 inch iron rod set with cap marked KSC-2617 for corner in the east line of said Roosevelt Drive;

THENCE N. 25°05'53" W, with the east line of said Roosevelt Drive a distance of 66.05 feet to a 1/2 inch iron rod found for corner;

THENCE N. 33°32'36" W, with the east line of said Roosevelt Drive a distance of 135.76 feet to the **POINT OF BEGINNING** and **CONTAINING** 76,442 square feet or 1.755 acres of land, more or less.

SURVEYORS CERTIFICATE:

THIS is to certify that I, **M. L. Mitchell**, a Registered Public Surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground; and that all lot corners, angle points, and points of curve shall be properly marked on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

"PRELIMINARY FOR REVIEW ONLY, NOT TO BE RECORDED FOR ANY PURPOSES"

REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 2617

PLAT NOTES:

1. Selling a portion of any lot in this addition by metes and bounds is a violation of state law and city ordinance and is subject to penalties by law.
2. This plat does not alter or remove existing deed restrictions or covenants, if any, on this property.
3. There shall be provided at the intersections of all public streets, visibility triangles, each street side thereof having a length of not less than 25 feet (2005 code, Sec 16.1.51)

LEGEND

- FIR ~ FOUND IRON ROD
- SIR ~ SET IRON ROD
- FIP ~ FOUND IRON PIPE
- CL ~ CENTER LINE
- P.O.B. ~ POINT OF BEGINNING
- C.M. ~ CONTROLLING MONUMENT
- D.R./T.C.T. ~ DEED RECORDS TARRANT COUNTY, TEXAS
- P.R./T.C.T. ~ PLAT RECORDS TARRANT COUNTY, TEXAS

**CITY APPROVAL STATEMENT
CITY OF DALWORTHINGTON GARDENS**

APPROVED: CITY COUNCIL, CITY OF DALWORTHINGTON GARDENS

PLAT APPROVAL DATE: _____

By: _____
MAYOR OF DALWORTHINGTON GARDENS

THIS PLAT RECORDED IN DOCUMENT NO. _____
DATE _____

OWNER/DEVELOPER:

LEIRANA INVESTMENTS LLC
CYNTHIA FULTON
2702 PARK PLACE CT.
ARLINGTON, TEXAS 75052
PHONE: (817) 896-9031
EMAIL: EZHOMES2BUY@GMAIL.COM

PREPARED BY:

KEETON SURVEYING COMPANY
H.B. KEETON
2037 DALWORTH, GRAND PRAIRIE, TEXAS 75050
REGISTERED PROFESSIONAL LAND SURVEYORS
PHONE: (972) 641-0843 FAX: (972) 647-0154
E-MAIL: ksc4019@ebcglobel.net

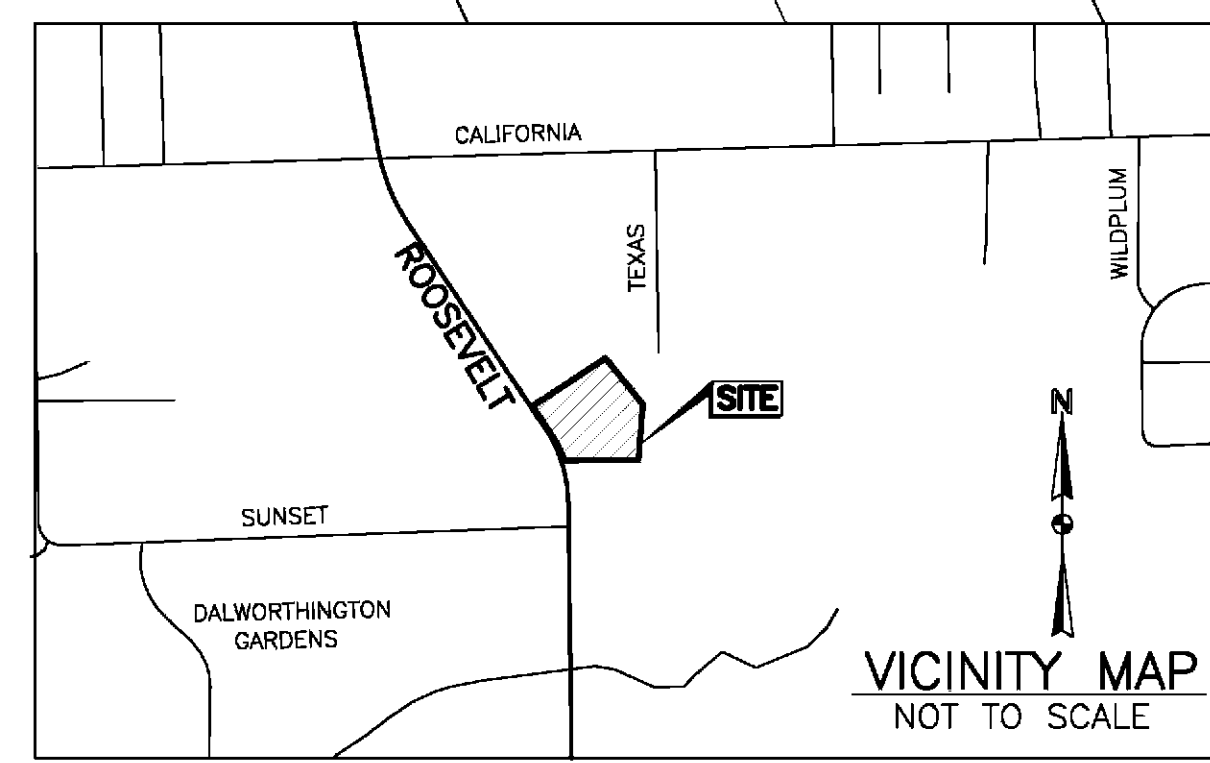
**REPLAT
LOTS 5B2-1 & 5B2-2 BLOCK 4
DALWORTHINGTON GARDENS ADDITION**

CONTAINING 76,442 SQ. FT. OR 1.755 ACRES
AN ADDITION TO THE CITY OF DALWORTHINGTON GARDENS,
TARRANT COUNTY, TEXAS
BEING A REPLAT OF PART OF LOT 5B2
DALWORTHINGTON GARDENS ADDITION
AN ADDITION TO THE CITY OF DALWORTHINGTON GARDENS TARRANT COUNTY, TEXAS

DATE: OCTOBER 27, 2020

NOTES:

1. Bearing, Distances, Acreage and Coordinate values contained herein are grid based upon the Texas State Plane Coordinate system, North Central Zone, 4202, U.S. Survey Feet, North American Datum 1983.
2. C.M. ~ Denotes Controlling Monuments
3. I have examined the Flood Insurance Rate Map for the City of Dalworthington Gardens, Tarrant County, Texas, Community Panel No. 48439C0335, Suffix K, Map Effective Date: 9-25-2009, Zone "X", and it appears that no part of the subject property lies in any special flood hazard area.
4. The purpose of this plat is to create two lots out of part of a Lot as shown.
5. Existing or future minimum set-backs established by the city ordinance shall take precedence over building lines indicated on this plat.
6. Adjoining information shown for informational purposes only and obtained from the Tarrant Central Appraisal District, Online Information.



K:\1-2020-PROJECTS\DALWORTHINGTON GARDENS\dwg\352-A-SAVE\EXCEPT.dwg

November 17, 2020

Lola Hazel
City Secretary
City of Dalworthington Gardens
2600 Roosevelt Drive
Dalworthington Gardens, Texas

RE: Replat of part of Lot 5B2, Block 4, Dalworthington Gardens Plat Review **(Second Review)** **(Third Review)**

- Lola,
- We have reviewed the above referenced plat and have the following comments:
1. According to Sec. 10.02.156 a Site Plan must be submitted along with any replat. **No Site Plan at this time according to the owner's representative. I recommend delaying the requirement for the Site Plan until such time that a Building Permit is applied for.**
 2. The owner's certificate, surveyor's certificate, statement acknowledging visibility triangles and deed restriction statement need to be included in a form that matches those provided in the appendices of the Subdivision Ordinance. **See markups. (Completed)**
 3. There is extra punctuation in the metes and bounds description that needs to be removed. Also, the word "Survey" is missing after "Randal". **There are still both periods and commas after each bearing call. Please remove the period. (Completed)**
 4. Remove the case number since there will not be one issued. **Completed.**
 5. Show the recording for the document that created the right-of-way of Roosevelt Drive. **Completed.**
 6. Lot 5B2-2 does not meet the minimum of 80' width based on the method of measurement designated in Section 10.02.183 (E) of the Subdivision Ordinance. By this definition, the lot width calculates to be 64.64'. However, according to Section 10.02.183 (G) lots fronting on curved streets shall have a minimum of 80' measured at the building line. By my calculations, there is 85.86' lot width at the building line. Based on these findings this lot appears to meet the minimum lot width within the SF zoning.
 7. The notary statement under the dedication statement states Dallas County while the dedication statement states Tarrant County. Please confirm that this is correct. **Completed.**

Additional Comments based on revisions:

1. The name of the survey in the legal description is spelled incorrectly. It should be "Randal". **(Completed)**
2. See markups on the accompanying copy of the plat. **(Completed)**

With the exception of the Site Plan (see my recommendation) all other comments have satisfactorily been addressed.

If there are any questions don't hesitate to contact me.
Thank You,



S. Erik Dumas, RPLS
Director of Civil Surveying
Topographic Land Surveyors
TBPLS Firm Reg. No. 10042504

Sec. 10.02.156 Site plan

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

(1) Ownership and identification.

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

(2) Existing conditions.

- (A) The location, dimensions, name and description of all existing or recorded public and private right-of-way, including easements, within the subdivision as well as those intersecting or contiguous with its boundaries or forming such boundaries with recording information.
- (B) The location, dimensions, identification or name of all existing or recorded parks and public areas within the subdivision.
- (C) Permanent structures and uses within the subdivision, including location of houses, barns, walls, wells, tanks, and other significant features that will remain with dimensions of same to nearby lot or tract lines.
- (D) The location, dimensions, description, and flow line of existing drainage structures. Also, the location of any floodplain within 250 feet of, or across, the subject property as defined by the current FEMA Flood Insurance Rate Map, or subsequent flood study.
- (E) Existing utilities on the tract, specifying size of lines.
- (F) Topography shown by contour lines on a basis of five feet vertical interval in terrain with a slope of two percent or more, and on a basis of two feet vertical interval in terrain with a slope of less than two percent; datum shall be NAVD88.

(3) Proposed layout.

(A) Any major proposed changes in topography shown by contour lines on a basis of five feet vertical interval in terrain with a slope of two percent or more, and on a basis of two feet vertical in terrain with a grade of less than five percent; datum shall be that of NAVD88.

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

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

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

(E) Existing and proposed zoning.

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

(G) A map or plat showing the location of proposed water and sanitary sewer mains and services lines which will be required to insure adequate service and fire protection to the lots specified in such proposed tract or subdivision.

MICHAEL D HENDERSON
2815 ROOSEVELT DR
ARLINGTON, TX 76016-5914

JAMES E ISOM
2911 ROOSEVELT DR
ARLINGTON, TX 76016-5916

LEIRANA INVESTMENTS LLC
2702 PARK PLACE CT
ARLINGTON, TX 76016-5868

SCOTT E AND MARY P MCCASKEY
2501 CALIFORNIA LN
ARLINGTON, TX 76015

HELEN LUNDY BOYD
2906 TEXAS DR
ARLINGTON, TX 76015-1927

RODNEY D AND CAROL J BANKS EST
2918 TEXAS DR
ARLINGTON, TX 76015

ALEXANDER B AND ANGE JOHNSON
2915 TEXAS DR
ARLINGTON, TX 76015-1928

RODNEY AND CAROL BANKS
2918 TEXAS DR
ARLINGTON, TX 76015-1927

ALEXANDER SR MALDONADO
2919 ROOSEVELT DR
ARLINGTON, TX 76016-5916

LYNN E AND CYNTHIA K REMSING
PO BOX 310
RIESEL, TX 76682-0310

BOBBY JOE AND PAMELA MILLER
3112 ROOSEVELT DR
ARLINGTON, TX 76016-5919

SHELAH N MABEUS
2916 ROOSEVELT DR
ARLINGTON, TX 76016

ALLEN D AND AMY V SMITH
2812 ROOSEVELT DR
ARLINGTON, TX 76016

NOTICE OF PUBLIC HEARINGS
CITY OF DALWORTHINGTON GARDENS, TEXAS

Re: Replat for Cynthia Fulton, 2915 Roosevelt Drive

This is not a summons to appear at the hearing, but if you care to provide comments, you will be given an opportunity to be heard using the below call in details for each meeting.

Public hearings are typically held in the Council Chambers of the City Hall at 2600 Roosevelt Drive, DWG. However, in an effort to slow the spread of COVID-19, **there will be no public access at this location for these meetings.**

P&Z HEARING DATE: December 7, 2020

HEARING TIME: 6:00 p.m.

Public dial-in number for this meeting only: 408-418-9388; Meeting access number: 126 568 6610;
Meeting password: 79973629

The action of the Planning & Zoning Commission is not final, but is a recommendation to the City Council and is reviewed by the Council at the below date and time.

CITY COUNCIL HEARING DATE: December 17, 2020

HEARING TIME: 7:00 p.m.

Public dial-in number for this meeting only: 408-418-9388; Meeting access number: 126 693 9071;
Meeting password: 25565653

Map of location: 2915 Roosevelt Drive



A written statement may also be filed with the City Administrator by December 1, 2020, which will be presented at the Planning & Zoning Commission meeting. If additional information is desired, please contact the City Administrator at 682-330-7418 (closed weekends and holidays). Comments received after December 1 will be recorded and filed.

COMMENTS: _____

I AM IN FAVOR: _____ I HAVE NO OBJECTIONS: _____ I HAVE OBJECTIONS: _____

(PRINTED NAME)

(SIGNATURE)

(ADDRESS)

(CITY, STATE, ZIP)

MAIL TO: CITY OF DWG
CITY ADMINISTRATOR
2600 ROOSEVELT DRIVE
DWG, TX 76016
For questions: Tel 682-330-7418

**City Council
Staff Agenda Report**

Agenda Item: 9b.

Agenda Subject: Discussion and possible action regarding consideration of bond requirements for oil and gas drilling. An associated closed session item listed at the end of the agenda, if needed.

<p>Meeting Date:</p> <p>December 17, 2020</p>	<p>Financial Considerations:</p> <p>Budgeted:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar:</p> <p><input type="checkbox"/> Financial Stability</p> <p><input checked="" type="checkbox"/> Appearance of City</p> <p><input checked="" type="checkbox"/> Operations Excellence</p> <p><input checked="" type="checkbox"/> Infrastructure Improvements/Upgrade</p> <p><input type="checkbox"/> Building Positive Image</p> <p><input type="checkbox"/> Economic Development</p> <p><input type="checkbox"/> Educational Excellence</p>
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Prior Council Action:

Background Information: The city received a request from XTO Energy to consolidate their bonds. The city’s ordinances dictate both bond and insurance requirements required oil and gas well drilling. Robert Manthei with XTO Energy will be on the call to present information to council and answer any questions. An associated closed session item is listed on the agenda in the event council wants to forego action until the city attorney has provided guidance. The initial item was placed at the beginning of the agenda as a courtesy to Mr. Manthei in case he needs to sign off following his presentation. Mr. Manthei did provide information on other cities that allow a reduced bond amount following a certain period after completion and production has started.

Recommended Action/Motion: Provide direction to staff on bond consolidation.

Attachments: DWG Ordinance requirements
Haslet Ordinance example

DWG Ordinances

Sec. 4.08.014 Bond, letters of credit, indemnity and insurance

(a) General requirements. The operator shall be required to:

- (1) Comply with the terms and conditions of this article and the permit issued hereunder.
- (2) Promptly clear drill and operation sites of all litter, trash, waste and other substances used, allowed, or occurring in the operations, and after abandonment or completion grade, level and restore such property to the same surface conditions as nearly as possible as existed before operations as determined by the gas inspector.
- (3) Indemnification and express negligence provisions. Operators shall sign each permit and the city shall retain a signed original. Each such permit issued by the city shall include the following language: Operator does hereby expressly release and discharge, all claims, demands, actions, judgments, and executions which it ever had, or now has or may have, or assigns may have, or claim to have, against the city and/or its departments, agents, officers, servants, successors, assigns, sponsors, volunteers, or employees, created by, or arising out of personal injuries, known or unknown, and injuries to property, real or personal, or in any way incidental to or in connection with the performance of the work performed by the operator under a permit. The operator shall fully defend, protect, indemnify, and hold harmless the city, its departments, agents, officers, servants, employees, successors, assigns, sponsors, or volunteers from and against each and every claim, demand, or cause of action and any and all liability, damages, obligations, judgments, losses, fines, penalties, costs, fees, and expenses incurred in defense of the city, its departments, agents, officers, servants, or employees, including, without limitation, personal injuries and death in connection therewith which may be made or asserted by the operator, its agents, assigns, or any third parties on account of, arising out of, or in any way incidental to or in connection with the performance of the work performed by the operator under a permit. The operator agrees to indemnify and hold harmless the city, its departments, its officers, agents, servants, employees, successors, assigns, sponsors, or volunteers from any liabilities or damages suffered as a result of claims, demands, costs, or judgments against the city, its departments, its officers, agents, servants, or employees, created by, or arising out of the acts or omissions of the city occurring on the drill site or operation site in the course and scope of inspecting and permitting the wells including, but not limited to, claims and damages arising in whole or in part from the negligence of the city occurring on the drill site or operation site in the course and scope of inspecting and permitting gas wells. It is understood and agreed that the indemnity provided for in this section is an indemnity extended by the operator to indemnify and protect the city and/or its departments, agents, officers, servants, or employees from the consequences of the negligence of the city and/or its departments, agents, officers, servants, or employees, without regard to whether that negligence is the sole or contributing cause of the resultant injury, death, and/or damage.
- (4) Promptly pay all fines, penalties and other assessments imposed due to breach of any terms of the permit.
- (5) Promptly restore to its former condition any public property damaged by the gas operation.

(b) Bond or irrevocable letter of credit. Prior to the issuance of a gas well permit the operator shall provide the city with a security instrument in the form of a bond or an irrevocable letter of credit, as determined by the city council, as follows:

(1) Bond. A bond shall be executed by a reliable bonding or insurance institution authorized to do business in Texas, acceptable to the city. The bond shall become effective on or before the date the gas well permit is issued and shall remain in force and effect for at least a period of six months after the expiration of the permit term or until the well is plugged and abandoned and the site is restored, whichever occurs last. The operator shall be listed as principal and the instrument shall run to the city, as obligee, and shall be conditioned that the operator will comply with the terms and regulations of this article and the city. The original bond shall be submitted to the gas inspector with a copy of the same provided to the city secretary.

(2) Letter of credit. A letter of credit shall be issued by a reliable bank authorized to do business in Texas and shall become effective on or before the date the permit is issued. The letter of credit shall remain in force and effect for at least a period of six months after the expiration of the permit term or until the well is plugged and abandoned and the site is restored, whichever occurs last. The city shall be authorized to draw upon such letter of credit from time to time during the term of the letter to recover any fines or penalties or costs to remedy assessed under this chapter. In the event the city draws on the letter prior to the expiration of the term of the letter, the city may require the renewal of the letter in order to restore thereto the original amount of the letter after any intermediate draw. Evidence of the execution of a letter of credit shall be submitted to the city by submitting an original signed letter of credit from the banking institution, with a copy of the same provided to the city secretary.

(3) Amount. The principal amount of any security instrument shall be \$150,000.00 for any single well. During re-working operations, the amount of the bond or letter of credit shall be maintained at \$150,000.00. If at any time, after not less than a 15-day written notice to the operator and a public hearing, the city council shall deem any operator's bond or letter of credit to be insufficient, it may require the operator to increase the amount of the bond or letter of credit up to a maximum of \$250,000.00 per well.

(4) Replacement upon termination or expiration. The security instrument shall require that the city be notified at least thirty (30) days prior to any expiration or termination of the effectiveness of the instrument. If any security instrument is to expire or terminate within ten (10) days and has not been replaced, the city may, at its option, draw the entire principal amount of the security instrument and hold said amount (without interest thereon being payable) as security.

(5) Form. The security instrument shall be provided in a form satisfactory to the city.

(6) Default in performance. Whenever the gas inspector finds that a default has occurred in the performance of any requirement or condition imposed by this article, a written notice shall be given to the operator. Such notice shall specify the work to be done, the estimated cost and the period of time deemed by the gas inspector to be reasonably necessary for the completion of such work. After receipt of such notice, the operator shall, within the time therein specified, either cause or require the work to be performed, or, failing to do so, shall pay over to the city 125 percent of the estimated cost of doing the work as set forth in the notice. In no event, however, shall the cure period be less than 30 days unless the failure presents a risk of imminent destruction of property or injury to persons or unless the failure involves the operator's failure to provide periodic reports as required by this article. The city shall be authorized to draw against any irrevocable letter of credit or bond to recover such amount due from the operator. Upon receipt of such monies, the city shall proceed by such mode as deemed convenient to cause the required work to be performed and completed, but no liability shall be incurred other than for the expenditure of said sum in hand. In the event that the well has not been properly abandoned under the regulations of the commission, such additional money may be demanded from the operator as is necessary to properly plug and abandon the well and restore the drill site in conformity with the regulations of this article.

(7) Civil or criminal action. In the event the operator does not cause the work to be performed and fails or refuses to pay over to the city the estimated cost of the work to be done as set forth in the notice, or the issuer of the security instrument refuses to honor any draft by the city against the applicable irrevocable letter of credit or bond, the city may proceed to obtain compliance and abate the default by way of civil action against the operator, or by criminal action against the operator, or by both such methods.

(8) Cancellation. When the well or wells covered by said irrevocable letters of credit or bond have been properly abandoned in conformity with all regulations of this article, and in conformity with all regulations of the commission, and notice to that effect has been received by the city, or upon receipt of a satisfactory substitute, the irrevocable letter of credit or bond issued in compliance with these regulations shall be terminated and cancelled.

(c) Insurance. In addition to the bond or letter of credit required pursuant to this article, the operator shall carry a policy or policies of insurance issued by an insurance company or companies authorized to do business in Texas. In the event such insurance policy or policies are cancelled, the permit shall be suspended on such date of cancellation and the operator's right to operate under such permit shall immediately cease until the operator files additional insurance as provided herein.

(1) General requirements applicable to all policies.

(A) The city, its officials, employees, agents and officers shall be endorsed as an “additional insured” to all policies except employer's liability coverage under the operator's workers' compensation policy.

(B) All policies shall be written on an occurrence basis except for environmental pollution liability (seepage and pollution coverage) and excess or umbrella liability, which may be on a claims-made basis.

(C) All policies shall be written by an insurer with an A-VIII or better rating by the most current version of the A.M. Best Key Rating Guide or with such other financially sound insurance carriers acceptable to the city.

(D) Deductibles in amounts acceptable to the city shall be listed on the certificate of insurance and shall be on a “per occurrence” basis unless otherwise stipulated herein.

(E) Certificates of insurance shall be delivered to the City Secretary, City of Dalworthington Gardens, 2600 Roosevelt Drive, Dalworthington Gardens, Texas 76016, evidencing all the required coverages, including endorsements, prior to the issuance of a permit.

(F) All policies shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the city.

(G) Any failure on the part of the city to request required insurance documentation shall not constitute a waiver of the insurance requirement specified herein.

(H) Each policy shall be endorsed to provide the city a minimum 30-day notice of cancellation, nonrenewal, and/or material change in policy terms or coverage. Ten days' notice shall be acceptable in the event of nonpayment of premium.

- (I) During the term of the permit, the operator shall report to the city in a timely manner any known loss occurrence which could give rise to a liability claim or lawsuit or which could result in a property loss.
- (J) Upon request, certified copies of all insurance policies shall be furnished to the city.
- (2) Standard commercial general liability policy. This coverage must include premises, operations, blowout or explosion, products, completed operation, sudden and accidental pollution, blanket contractual liability, underground resources damage, broad form property damage, independent contractors protective liability and personal injury. This coverage shall be a minimum combined single limit of \$10,000,000.00 per occurrence location for bodily injury and property damage.
- (3) Excess or umbrella liability. Five million dollars excess, if the operator has a stand-alone environmental pollution liability (EPL) policy. Ten million dollars excess, if the operator does not have a stand-alone EPL policy. Coverage must include an endorsement for sudden or accidental pollution. If seepage and pollution coverage is written on a "claims made" basis, the operator must maintain continuous coverage and purchase extended coverage period insurance when necessary.
- (4) Environmental pollution liability coverage. The operator shall purchase and maintain in force, for the duration of the permit, insurance for environmental pollution liability applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense or settlement of claims, all in connection with any loss arising from the insured site. Coverage shall be maintained in an amount of at least \$10,000,000.00 per loss.
- (A) Coverage shall apply to sudden and accidental pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants.
- (B) The operator shall maintain continuous coverage and shall purchase extended coverage period insurance when necessary. The extended coverage period insurance must provide that any retroactive date applicable to coverage under the policy precedes the effective date of the issuance of the permit by the city.
- (5) Control of well. The policy shall cover the cost of controlling a well that is out of control, re-drilling or restoration expenses, seepage and pollution damage as first party recovery for the operator and related expenses, including, but not limited to, loss of equipment, experts and evacuation of residents, with limits of five million dollars per occurrence/no aggregate, if available, otherwise an aggregate of \$10,000,000.00. Five hundred thousand dollars sublimit endorsement may be added for damage to property for which the operator has care, custody and control.
- (6) Workers' compensation and employer's liability insurance. Workers' compensation benefits shall be Texas statutory limits. Employer's liability shall be a minimum of \$500,000.00 per accident. Such coverage shall include a waiver of subrogation in favor of the city and provide coverage in accordance with applicable state and federal laws.
- (7) Automobile liability insurance. Combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage. Coverage must include all owned, hired and not-owned automobiles.

(8) Certificates of insurance. The company must be admitted or approved to do business in the state, unless the coverage is written by a surplus lines insurer. The insurance set forth by the insurance company must be underwritten on forms that have been approved by the state department of insurance or ISO (insurance services office), or an equivalent policy form acceptable to the city, with the exception of environmental pollution liability and control of well coverage, and must set forth all endorsements and insurance coverage according to requirements and instructions contained herein, and shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the city. All policies shall be endorsed to read “THIS POLICY WILL NOT BE CANCELLED OR NON-RENEWED WITHOUT THIRTY (30) DAYS ADVANCE WRITTEN NOTICE TO THE OWNER AND THE CITY EXCEPT WHEN THIS POLICY IS BEING CANCELLED FOR NONPAYMENT OF PREMIUM, IN WHICH CASE TEN (10) DAYS ADVANCE WRITTEN NOTICE IS REQUIRED.” Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

(9) Designation of agent for service of notice. The individual designated to receive notice shall be a resident of Texas upon whom all orders and notices provided in this article may be served in person or by registered or certified mail. Every operator shall within ten days notify the gas inspector in writing of any change in such agent or mailing address unless operations in the city are discontinued and abandonment is complete.

(Ordinance 06-09, sec. 1 (16.3.12), adopted 11/16/06)

City of Haslet Example:

Sec. 4.05.011 Bonds and insurance

If an application for a permit is approved the following documents must be submitted to the city prior to issuance of the permit:

(1) A surety bond (Attachment “A”), irrevocable letter of credit approved in the amount of \$50,000 (Attachment “B”), or cash escrow shall be filed with the city prior to the issuance of a permit pursuant to this article. The bond shall be issued by an insurance company authorized to issue bonds in the State of Texas by the Texas State Board of Insurance. The bond, in favor of the city, shall be surety that the applicant will comply with all of the terms, conditions, and requirements of this article and any permit issued pursuant to the application. Further, the bond is surety that the applicant will repair any damage to city thoroughfares or public or private property caused by the directional or slant well drilling operations conducted within the territorial limits of the city based on determination of damage by the city's director of public works. **The bond or letter of credit must remain in force until 90 days after the well starts producing.**

(2) In addition, the applicant shall file with the city a copy of a current standard comprehensive public liability insurance policy including contractual coverage for accidental death, bodily injury, and property damage. The policy will name both the applicant and the city as insureds. The issuing company shall be an insurance company authorized by the state to issue policies in the state. The insurance policy shall be filed with the city prior to the applicant receiving the approved permit. In the event that the policy is canceled, the city may cancel or suspend any permit issued in connection with the canceled policy and all directional or slant well drilling operations conducted within the territorial limits of the city must cease immediately. The permit shall remain ineffective until a certification of current insurance coverage is received by the city. The insurance coverage must remain in effect until the well has been plugged and abandoned. The minimum coverages shall be:

(A) Accidental death or bodily injury: \$5,000,000 per person and \$5,000,000 total for each accident.

(B) Property damage: \$1,000,000 total for each accident.

**City Council
Staff Agenda Report**

Agenda Item: 9c.

Agenda Subject: Consider approval of an application from City of Dalworthington Gardens for a final plat of Lots 8R1, 8R2, & 8R3, Block 1, Dalworthington Gardens Addition, an addition to the City of Dalworthington Gardens, Tarrant County, Texas, as filed in Volume 388-A, Page 105, Plat Records of Tarrant County, Texas, and commonly known as 2600 Roosevelt Drive.

<p>Meeting Date: December 17, 2020</p>	<p>Financial Considerations: Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Financial Stability <input checked="" type="checkbox"/> Appearance of City <input 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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Prior Council Action:

Background Information: Section 10.02.004 of the City’s Code of Ordinances states, “No building permit shall [be] issue[d] for the construction of improvements on any property not plat. The city is platting its own property because of the new City Hall building going up. Because there are three lots that are part of Block 1, the city is required to plat all simultaneously. These other two lots belong to residents and they have been involved throughout the process to ensure the land division is acceptable to them. The city engineer has reviewed the plat, and has provided a letter stating all comments have been satisfied 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.

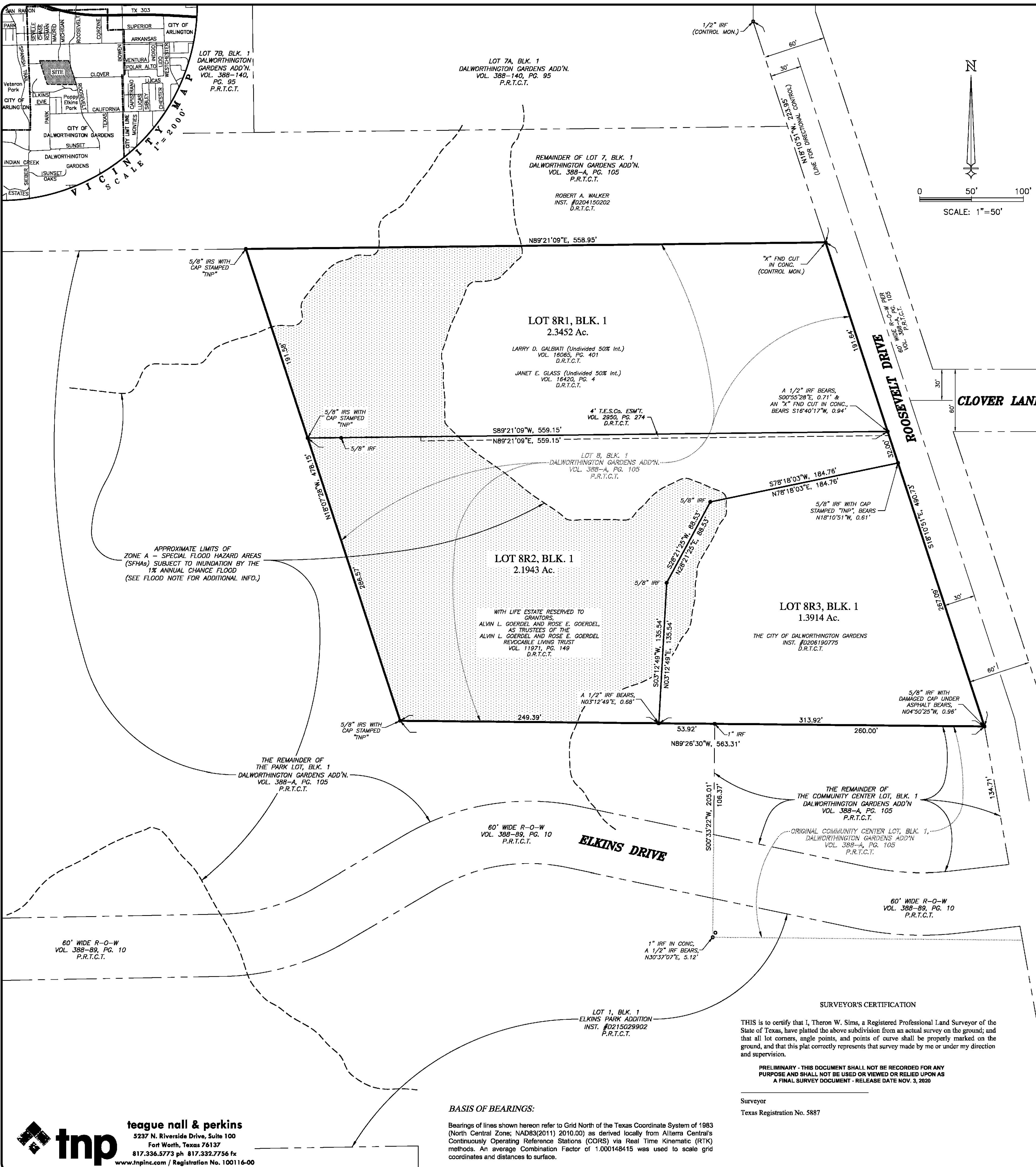
Local Government Code, Chapter 212, states that plats that satisfy all applicable regulations must be approved. The proposed plat satisfies all requirements of city ordinances. As such, staff recommends approval of this plat.

Recommended Action/Motion:

All three options are:

- Recommend approval of plat application for Cynthia Fulton, 2915 Roosevelt Drive.
- Recommend conditional approval plat application for Cynthia Fulton, 2915 Roosevelt Drive.
- Recommend approval of plat application for Cynthia Fulton, 2915 Roosevelt Drive.

Attachments: Plat, Engineering Letter, 200’ Address List, and Letter



STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS The City of Dalworthington Gardens, Alvin L. Goerdel and Rose E. Goerdel, as Trustees of the Alvin L. Goerdel and Rose E. Goerdel Revocable Living Trust, Larry D. Galbati and Janet E. Glass, are the owners of 5.931 acres of land being all of Lot 8, Block 1, Dalworthington Gardens Addition, an addition to the City of Dalworthington Gardens, Tarrant County, Texas, as filed in Volume 388-A, Page 105, Plat Records of Tarrant County, Texas (P.R.T.C.T.), and containing all of a those certain tracts of land as described in deeds to The City of Dalworthington Gardens, as filed in Instrument #0206190775, Deed Records of Tarrant County, Texas (D.R.T.C.T.), Alvin L. Goerdel and Rose E. Goerdel, as Trustees of the Alvin L. Goerdel and Rose E. Goerdel Revocable Living Trust, as filed in Volume 11971, Page 149, D.R.T.C.T., Larry D. Galbati, as filed in Volume 16065, Page 401, D.R.T.C.T. (Undivided 50% Interest), and Janet E. Glass, as filed in Volume 16420, Page 4, D.R.T.C.T. (Undivided 50% Interest), and containing 258,351 square feet or 5.931 acres of land total.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT WE, The City of Dalworthington Gardens, Alvin L. Goerdel and Rose E. Goerdel, as Trustees of the Alvin L. Goerdel and Rose E. Goerdel Revocable Living Trust, Larry D. Galbati and Janet E. Glass, do hereby adopt this plat designating the hereinabove-described property as:

**LOTS 8R1, 8R2 & 8R3, BLOCK 1
DALWORTHINGTON GARDENS ADDITION**

An addition to the City of Dalworthington Gardens, Texas and we do hereby dedicate to the public's use the streets, (alleys, parks) and easements shown thereon.

The area of this plat does not include any lots of a prior subdivision limited by deed restriction to residential use for not more than two residential units per lot.

WITNESS my hand this _____ day of _____, 2020.

By: _____

WITNESS my hand this _____ day of _____, 2020.

By: _____

WITNESS my hand this _____ day of _____, 2020.

By: _____

WITNESS my hand this _____ day of _____, 2020.

By: _____

WITNESS my hand this _____ day of _____, 2020.

By: _____

NOTES:

- The surveyor has made no investigation or independent search for easements or encumbrances.
- A portion of the subject property (shown in an approximate location on map) appears to lie within the following Flood Insurance Rate Map designations (noted below), as shown on Tarrant County, FIRM map No. 48439C0335K, and depicted from City of Dalworthington Gardens, Community Map and Panel No. 481013 0335 K, Map Revised September 25, 2009.
Zone A (No Base Flood Elevations determined) of the Special Flood Hazard Areas (SFHAs), subject to inundation by the 1% annual chance flood, the 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. The base Flood Elevation is the water-surface elevation of the 1% annual chance flood.
Zone X (Other Areas), areas determined to be outside the 0.2% annual chance floodplain.
- There shall be provided at the intersection of all public streets, visibility triangles as required by section 10.02.227 of the Subdivision Ordinance of the City.

APPROVED:
City Secretary, City of Dalworthington Gardens
_____, 2020.
By: _____
City Secretary
_____, 2020.
By: _____
Mayor

OWNERS:
The City of Dalworthington Gardens
2600 Roosevelt Drive
Dalworthington Gardens, TX 76016
Alvin L. Goerdel and Rose E. Goerdel
2512 Roosevelt Drive
Dalworthington Gardens, TX 76016
Larry D. Galbati
2508 Roosevelt Drive
Dalworthington Gardens, TX 76016
Janet E. Glass
2508 Roosevelt Drive
Dalworthington Gardens, TX 76016

SURVEYOR'S CERTIFICATION
THIS IS to certify that I, Theron W. Sims, a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground; and that all lot corners, angle points, and points of curve shall be properly marked on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.
PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT - RELEASE DATE NOV. 3, 2020
Surveyor
Texas Registration No. 5887

BASIS OF BEARINGS:
Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone, NAD83(2011) 2010.00) as derived locally from Aiserra Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.000148415 was used to scale grid coordinates and distances to surface.

STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared _____ of the City of Dalworthington Gardens, known to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2020.

Notary Public in and for the State of Texas

My Commission expires _____

STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared Alvin L. Goerdel, as Trustee of the Alvin L. Goerdel and Rose E. Goerdel Revocable Living Trust, known to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2020.

Notary Public in and for the State of Texas

My Commission expires _____

STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared Rose E. Goerdel, as Trustee of the Alvin L. Goerdel and Rose E. Goerdel Revocable Living Trust, known to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2020.

Notary Public in and for the State of Texas

My Commission expires _____

STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared Larry D. Galbati, known to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2020.

Notary Public in and for the State of Texas

My Commission expires _____

STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared Janet E. Glass, known to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2020.

Notary Public in and for the State of Texas

My Commission expires _____

FINAL PLAT OF
**LOTS 8R1, 8R2 & 8R3, BLOCK 1
DALWORTHINGTON GARDENS ADDITION**

an addition to the City of Dalworthington Gardens, Tarrant County, Texas, being a replat of all of Lot 8, Block 1, Dalworthington Gardens, an addition to the City of Dalworthington Gardens, Tarrant County, Texas, as filed in Volume 388-A, Page 105, Plat Records of Tarrant County, Texas.

DATE: 11/3/2020

teague nall & perkins
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.332.7756 fx
www.tnplnc.com / Registration No. 100116-00

December 3, 2020

Lola Hazel
City Secretary
City of Dalworthington Gardens
2600 Roosevelt Drive
Dalworthington Gardens, Texas

RE: DWG Lot 8, Block 1 Re-Plat Review (Second Review)

Lola,

We have reviewed the above referenced re-plat and have the following very minor comments:

1. Sec. 10.02.154 requires the right-of-way width to be measured to the centerline. Please add this dimension in Roosevelt Drive. **Completed**
2. The Surveyors Certificate needs to match the newly adopted version shown in Section 11, Appendix C. **Completed**
3. The total acreage in the dedication statement does not match the total of the individual lots added up. Most likely from rounding by the software. Please revise so that they match. **Completed**
4. "Elkins Lane" should be "Elkins Drive". **Completed**

Seeing that all revisions/additions have been completed, we recommend approval of this plat.

If there are any questions don't hesitate to contact me.

Thank You,



S. Erik Dumas, RPLS
Director of Civil Surveying
Topographic Land Surveyors
TBPLS Firm Reg. No. 10042504

GRAY SCOTT ALLEN
2412 ROOSEVELT DR
ARLINGTON, TX 76016-5805

WILLIAM AND SABRA NESBITT
2416 ROOSEVELT DR
ARLINGTON, TX 76016-5805

ROBERT A WALKER
PO BOX 13933
ARLINGTON, TX 76094-0933

JUSTIN A BOYD
2501 ROOSEVELT DR
ARLINGTON, TX 76016-5723

BICHLE NGUYEN
PO BOX 542812
GRAND PRAIRIE, TX 75054

F R CALHOUN
2521 ROOSEVELT DR
ARLINGTON, TX 76016-5808

LAWRENCE AND SANDR BEARDSLEY
2601 ROOSEVELT DR
ARLINGTON, TX 76016-5810

STEVEN W LOTZ
2609 ROOSEVELT DR
ARLINGTON, TX 76016-5810

ALVIN GOERDEL
2512 ROOSEVELT DR
ARLINGTON, TX 76016-5807

LARRY D GALBIATI AND JANET E GLASS
2508 ROOSEVELT DR
ARLINGTON, TX 76016

NOTICE OF PUBLIC HEARINGS
CITY OF DALWORTHINGTON GARDENS, TEXAS

Re: Final Plat for the City of Dalworthington Gardens property, 2600 Roosevelt Drive.

This is not a summons to appear at the hearing, but if you care to provide comments, you will be given an opportunity to be heard using the below call in details for each meeting.

Public hearings are typically held in the Council Chambers of the City Hall at 2600 Roosevelt Drive, DWG. However, in an effort to slow the spread of COVID-19, **there will be no public access at this location for these meetings.**

P&Z HEARING DATE: December 7, 2020

HEARING TIME: 6:00 p.m.

Public dial-in number for this meeting only: 408-418-9388; Meeting access number: 126 568 6610;
Meeting password: 79973629

The action of the Planning & Zoning Commission is not final, but is a recommendation to the City Council and is reviewed by the Council at the below date and time.

CITY COUNCIL HEARING DATE: December 17, 2020

HEARING TIME: 7:00 p.m.

Public dial-in number for this meeting only: 408-418-9388; Meeting access number: 126 693 9071;
Meeting password: 25565653

Map of location: 2600 Roosevelt Drive



A written statement may also be filed with the City Administrator by December 1, 2020, which will be presented at the Planning & Zoning Commission meeting. If additional information is desired, please contact the City Administrator at 682-330-7418 (closed weekends and holidays). Comments received after December 1 will be recorded and filed.

COMMENTS: _____

I AM IN FAVOR: _____ I HAVE NO OBJECTIONS: _____ I HAVE OBJECTIONS: _____

(PRINTED NAME)

(SIGNATURE)

(ADDRESS)

(CITY, STATE, ZIP)

MAIL TO: CITY OF DWG
CITY ADMINISTRATOR
2600 ROOSEVELT DRIVE
DWG, TX 76016
For questions: Tel 682-330-7418

Staff Agenda Report

Agenda Item: 9d.

<p>Agenda Subject: Consider Ordinance No. 2020-12 to amend the City of Dalworthington Gardens Code of Ordinances, Chapter 14, Zoning, to create regulations for credit access businesses.</p>		
<p>Meeting Date: December 17, 2020</p>	<p>Financial Considerations: Attorney costs to draft ordinances</p> <p>Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar:</p> <p><input type="checkbox"/> Financial Stability <input checked="" type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence</p>

Prior Council Action:

Background Information: Council gave direction to the city attorney to prepare an ordinance to regulate payday lenders. The city attorney’s office has prepared an ordinance to create regulations for “credit access businesses” as that is how such businesses are defined by state statute. The proposed ordinance creates a definition for ‘credit access business’. The ordinance also changes the list of uses in the B-1 business district to exclude ‘credit access business’ from allowed banking uses. Lastly, the ordinance adds ‘credit access business’ as a special exception in the light industrial district only, with conditions. Thus, ‘credit access businesses’ would only be allowed by special exception in the light industrial district if they can meet the conditions for said special exception.

Planning and Zoning met on December 7, 2020 and recommended approval of the ordinance.

Recommended Action/Motion: Motion to approve Ordinance No. 2020-12 to amend the City of Dalworthington Gardens Code of Ordinances, Chapter 14, Zoning, to create regulations for credit access businesses.

Attachments: Ordinance
 Redlined Ordinance

Sec. 14.02.092 Defined terms

For the purposes of this article, certain terms, words, and phrases shall have the meanings assigned thereto in this division.

Access. A means of passage to and from a place.

(2005 Code, sec. 17.3.02)

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

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

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

(Ordinance 2020-02, sec. 1, adopted 2/20/20)

Adjoining or adjacent lot. Any lot, parcel or piece of land that shares with the lot under consideration a common lot line, alley or any point of tangency.

Alley. A public way less in size than a street, designed for the special accommodation of abutting property, and not intended for general travel or primary access.

Amusement, commercial. An establishment offering entertainment or games of skill to the general public for a fee or charge.

Apartment. A dwelling unit in an apartment house.

Apartment house. A building or portion thereof arranged, designed or occupied as two or more dwelling units not for transient use.

Auto wrecking. The collecting and dismantling or wrecking of used motor vehicles or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete, or wrecked motor vehicles or their parts.

Block. A tract of land bounded by streets or by a combination of streets, and public parks, cemeteries, or corporate boundaries of the city.

Board. The board of adjustment of the city.

(2005 Code, sec. 17.3.02)

Brewpub. An establishment permitted under the local option alcohol laws in place at the location of the establishment, which holds a valid brewpub license from the Texas Alcoholic Beverage Commission (“TABC”). A

brewpub may conduct all activities permitted by individuals holding a valid TABC brewpub license. (Ordinance 2019-05, sec. 1, adopted 7/18/19)

Buffer area. An area of land, together with specified planting and/or structures thereon, which may be required between land uses of different intensities to eliminate or minimize conflicts between such uses.

Build. To erect, convert, enlarge, reconstruct, restore or alter a building or structure.

Building. Any structure which is built for the support, shelter or enclosure of persons, animals, chattels, or movable property of any kind.

Building line. A line established, in general parallel to the front curblin, between which and the front curblin in which no part of a building shall project, except as otherwise provided in this article.

Business park. An office and warehouse complex that meets the standards of [section 14.02.224\(a\)\(12\)](#) of this article.

(2005 Code, sec. 17.3.02)

Cargo container. Generally, an all steel container with strength to withstand shipment, storage and handling. Such containers include reusable steel boxes, freight containers and bulk shipping containers; originally a standardized reusable vessel that was designed for and used in the parking, shipping, movement, transportation or storage of freight, articles or goods or commodities; generally capable of being mounted or moved on a rail car; truck trailer or loaded on a ship. (Ordinance 2020-02, sec. 1, adopted 2/20/20)

Child care facility. A facility used for any type of group child care program, including without limitation nurseries for children of working parents, nursery schools for children under the minimum age for education in public schools, privately conducted kindergartens not a part of a public or parochial school, and programs for after-school care of more than six (6) children exclusive of children in the immediate family of the operator of the facility.

City. The City of Dalworthington Gardens.

Clinic. A building in which a group of physicians, dentists, or physicians and dentists and allied professional assistants are associated for the purpose of treating and diagnosing ill or injured outpatients. A clinic may include a dental or medical laboratory or dispensing apothecary.

Commercial parking. A place for the storage or parking of motor, man-powered or unpowered vehicles for a fee.

Commission. The planning and zoning commission of the city.

Council. The city council of the city.

Court. An open, unoccupied space bounded on more than one side by the walls of a building or buildings and used as a primary means of access to all or any part of said buildings. For the purpose hereof, an alcove or entranceway less than twenty (20) feet in depth shall not be considered a court.

Credit Access Business. An organization that obtains for a consumer or assists a consumer in obtaining an extension of credit in the form of a deferred presentment transaction or a motor vehicle title loan, particularly as those terms are defined in the Texas Finance Code, Chapter 393 as amended.

Customarily incidental use. A use of a building or premises, not involving the conduct of a business, which use is only secondary to the principal use and is indispensably necessary to the enjoyment of the premises for any of the principal uses permitted within a zoning district. A customarily incidental use may include a customary home occupation.

Customary home occupation. (See “Home occupation” [in] this division.)

Development or to develop. “Development” shall mean the construction of one or more new buildings or structures on one or more building lots, the location of an existing building on another building lot, or the use of open land for a new use. “To develop” shall mean to create a development.

District. A zoning district; a section of the city for which the regulations governing the area, height, and use of buildings and land are uniform.

Duplex. A detached building having separate accommodations for and occupied as, or to be occupied as, a dwelling for only two families.

Dwelling. A building or a portion thereof designed or used exclusively for residential occupancy, including single-family dwellings, two-family dwellings and multiple-family dwellings, but not including hotels or motels.

Dwelling, attached. A dwelling which is joined to another dwelling at one or more sides by a partial wall or walls.

Dwelling, detached. A dwelling which is entirely surrounded by open space on its building lot.

Dwelling, multiple. A building used or designed as a residence for three or more families or households living independently of each other.

Dwelling, one-family. A detached dwelling having accommodations for and occupied by only one family.

Dwelling unit. One or more rooms arranged, designed, or used as separate living quarters for an individual family. Kitchen facilities, including at least a stove or cooking device, and a permanently installed sink, plus bathroom facilities, shall always be included for each dwelling unit.

Easement. Authorization by a property owner of the use by another, including the city and/or public agencies, for a specified purpose, of any designated portion of property. A “surface” easement describes an easement for which the authorization of use includes activities which occur at or above ground level and which the use of such property for other above-ground uses limits.

Educational institution. Elementary, junior high, high schools, junior colleges, colleges, or universities or other schools giving general academic instruction in the several branches of learning and study required by the State of Texas.

Establishment. A place of business.

Family. An individual or two or more persons related by blood, marriage or adoption; or a group of not more than five persons, excluding servants, who need not be related by blood or marriage, living in a dwelling unit.

Fence. A masonry wall or a barrier composed of posts connected by boards, rails, panels or wire for the purpose of enclosing space or separating parcels of land. The term “fence” does not include retaining walls.

Finished floor elevation (F.F.). The finished surface of the floor of the first story of a structure - i.e., the story, the floor of which is closest in vertical elevation to the most adjacent grade of the structure.

Garage[,] private. A building used for the storage of motor vehicles for the private use of the occupants of the premises.

Garage[,] public. Any building not a private garage, used for housing motor vehicles; or, a place where vehicles are repaired for operation or kept for remuneration, hire or sale. A commercial motor vehicle parking facility.

Grade. The lowest point of elevation of the finished surface of the ground between the exterior of a structure and a point five (5) feet therefrom.

Gross floor area. When applied to a building, the area in square feet measured by taking outside dimensions of the building at each floor, excluding however, the floor area of basements or attics when not occupied or used.

Health care facility. A facility, other than a hospital, for the care of the chronically ill, aged or infirm residents of the premises, and typically not containing equipment or facilities for surgical care.

Hobby. The engagement of a person in a branch of the fine arts or sciences for pleasure, conducted as a spare-time activity. Such activity shall not be engaged in for business profit, and any remuneration shall be secondary and incidental to the pursuit. Such activity shall be carried on within an enclosed or screened area and shall not involve any activity that requires open storage of automobiles, building materials, glassware or antiques, used furniture or other materials or goods.

Home occupation. Any occupation or activity which is clearly incidental and secondary to the use of premises for dwelling purposes, is carried on within the dwelling, and is not detrimental or injurious to the economic or aesthetic value of adjoining property. Customary home occupations shall include the sale of farm produce grown on the same premises as the primary residence, but shall not include: barber or beauty shops, carpenters', electricians', or plumbers' shops; radio shops, auto repairing, auto painting, furniture repairing, sign painting, or any other form of merchandising activity; or, child care in excess of four (4) children not members of the family residing in the home.

Hospital. An institution in which there are complete facilities for diagnosis, treatment, surgery, laboratory, X-ray, nursing, and the prolonged care of bed patients.

Hotel. A building or buildings used as the more or less temporary abiding place of individuals who are lodged with or without meals, in which the rooms are occupied for hire, and there is generally a common kitchen.

(2005 Code, sec. 17.3.02)

HUD-code manufactured home.

- (1) A structure:
 - (A) Constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development;
 - (B) Built on a permanent chassis;

- (C) Designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities;
 - (D) Transportable in one or more sections; and
 - (E) In the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet.
- (2) Includes the plumbing, heating, air-conditioning, and electrical systems of the home; and
 - (3) Does not include a recreational vehicle.

(Ordinance 2018-05, sec. 1, adopted 3/27/18)

Impervious surface. A surface which does not absorb water, including all building roofs, paved parking areas and driveways, roads, sidewalks, structures, and any other areas of concrete, asphalt or similar surface.

Institution. A building occupied by a nonprofit corporation; a nonprofit establishment for public use.

Junk or salvage yard. Premises on which waste or scrap materials are bought, sold, exchanged, stored, packed, disassembled or handled, including but not limited to scrap iron and other metals, paper, rags, rubber tires, bottles and used building materials. This term shall also include an automobile wrecking yard and automobile parts yard.

Kenel. An establishment for the breeding, raising or boarding of four (4) or more dogs, cats or other domestic household animals, at which establishment provisions are made for the enclosure of such animals in runs, cages, yards, or pens.

Lot. Land occupied or to be occupied by a building and its accessory buildings and including such open spaces as are required under this article and having its principal frontage upon a public street or officially approved place, the boundaries of which have been fixed by plat pursuant to chapter 212 of the Local Government Code of Texas.

Lot, corner. A lot abutting upon two (2) or more streets at their intersection.

Lot line. A boundary of a building lot.

Lot of record. An area of land designated as a lot on a plat of a subdivision recorded pursuant to statute with the county clerk of Tarrant County, Texas.

Lot, panhandle. A panhandle lot is a lot, other than a cul-de-sac lot, which is not of a buildable width when measured at the street frontage of the lot.

Lot wide [width], commercial. The length of a line extending from side lot line to side lot line of a nonresidential lot, measured along the street frontage of the lot.

Lot width, residential. The length of a line extending from side lot line to side lot line of a residential lot, parallel to the street frontage of the lot.

Masonry. Referring to building exterior walls and screening devices, fired clay brick or natural stone.

(2005 Code, sec. 17.3.02)

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

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

(Ordinance 2018-01, sec. 1, adopted 2/15/18)

Mobile home.

- (1) A structure:
 - (A) Constructed before June 15, 1976;
 - (B) Built on a permanent chassis;
 - (C) Designed for use as a dwelling with or without permanent foundation when the structure is connected to the required utilities;
 - (D) Transportable in one or more sections, and in the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet; and
- (2) Includes the plumbing, heating, air-conditioning, and electrical systems of the home.

(Ordinance 2018-05, sec. 1, adopted 3/27/18)

Motel. A hotel with accommodations for the parking of motor vehicles in close proximity to guest rooms.

Motor vehicle sales. An area, other than a street, used for the display, sale or rental of new or used automobiles, trucks or trailers, where no repair work is done, except minor reconditioning of motor vehicles or trailers to be displayed, sold or rented on the premises. Such area shall not include automobile wrecking or dismantling or the sale of salvaged parts, nor shall it include the storage of either new or used motor vehicles or trailers.

Museum. An establishment operated as a nonprofit, noncommercial repository for a collection of scientific, natural or literary curiosities or objects of interest or works of art, not including the regular sale or distribution of the objects collected.

Nonconforming use. A use that does not conform to the regulations or use in the zoning district in which it is located but which may legally continue because such use predated the application of the zoning ordinance to it and has not since been abandoned.

Open space. The area included in any side, rear or front yard or any unoccupied space on a lot that is open and unobstructed to the sky except for the ordinary projection of cornices, eaves or porches.

Open storage. The storage of any equipment, machinery, building materials or commodities, including raw, semi-finished and finished materials, the storage of which is not accessory to a residential use, and which is visible from ground level; provided, however, that vehicular parking shall not be deemed to be open storage.

Parking space. A surface area, enclosed or unenclosed sufficient in size to store one automobile, with a surfaced driveway connecting the parking space with the street or alley, and permitting ingress and egress of an automobile.

Pawnshop. The business location of a pawnbroker, as defined by and licensed pursuant to state law.

Personal service shop. An establishment supplying limited personal services such as: cleaning and laundry collection, self-service laundry, interior decorating, watch and jewelry repair, art gallery, library, museum, studio for professional artwork, photography, dance or fine arts, including teaching of applied and fine arts.

(2005 Code, sec. 17.3.02)

Principal structure. The primary or predominant building on a lot. The principal structure must meet the minimum requirements for structures in the zoning district in which the structure is located. (Ordinance 2020-02, sec. 1, adopted 2/20/20)

Print shop. An establishment utilizing offset, letter press, or other duplicating equipment.

Private school. A non-governmental educational institution accredited by a national or regional association of institutions of like kind; or, a privately owned, state-licensed vocational or technical training school.

Professional office. An office occupied by a doctor, lawyer, dentist, engineer, or any other vocation involving predominately mental or intellectual skills and requiring state licensure, but specifically excluding any activity involving sales of personal property; and, excluding also veterinary clinics.

Recreational area. An area devoted to facilities and equipment for recreational purposes, swimming pools, tennis courts, playgrounds, community clubhouses, and other similar uses.

Recreational vehicle or RV. A vehicular, portable structure built on a chassis, either self-powered or trailer, and designed to be used as a temporary dwelling. An RV shall include a travel trailer, motor home, pickup camper, or any variation thereof.

Residential recreation facility. A private recreation facility located within a single- and/or multi-family residential development, designated and intended for the use in common of residents of the development and/or members of the operating club or association and their guests, but not the general public, and including such recreational amenities as a swimming pool, tennis courts, racquetball courts, sauna, exercise room and similar facilities, and food and beverage service.

RV park. Any premises on which one or more RVs may be parked or situated and used for the purpose of supplying to the public a parking space therefor.

Screening device. A barrier of stone, brick, pierced brick or block, uniformly colored wood or other permanent material of equal character, density and design, not more than six (6) feet in height.

Secondary use. A collateral use of land or buildings which is customarily done or performed in conjunction with a permitted principal use, but not constituting a majority of either the employment, area or revenues of the combined uses.

Shopping center. A composite arrangement of shops and stores which provide a variety of goods and services to the general public, when the same are developed as an integral unit.

Sign. A name, identification, description, display or illustration which is affixed to or represented directly or indirectly upon a building, structure or piece of land, which sign directs attention to an object, project, place, activity, institution or business; provided, however, that this term shall not include a display of an official court or public notice nor the flag, emblem or insignia of a nation, political unit, school or religious group.

Sign[,] illuminated. Any sign designed to give forth any artificial light or to reflect light from one or more sources, natural or artificial.

(2005 Code, sec. 17.3.02)

Smoking establishment. A business establishment that is dedicated, in whole or in part, to the use or consumption of smoking products, including but not limited to establishments known variously as cigar lounges, hookah lounges, cigar cafes, hookah cafes, cigar bars, hookah bars, tobacco bars, cigar clubs, hookah clubs, tobacco clubs, etc. and includes any establishment that allows:

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

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

(Ordinance 12-07 adopted 10/18/12)

Stable, private. A stable with a capacity for not more than four (4) horses, mules or other domestic animals.

Storage. The retention and housing of goods, wares and merchandise preliminary to the sale or use thereof. As such term is applied to open storage the use as described above or, if at the location of retail sale, rental or lease, the exhibition of goods, wares or merchandise for a period of more than three (3) consecutive business days.

Story. That portion of a building between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, then the space between such floor and the ceiling next above.

Street. Any public thoroughfare dedicated to the public use and not designated as an alley or officially approved place.

Thoroughfare, major. A street designated as a major thoroughfare on the last officially adopted "Plan for Major Thoroughfares" of the city.

Townhouse. A row of single-family attached dwelling units which constitute an architectural whole.

Use. When applied to land or buildings, the purpose or activity for which such land or building thereon is designed, arranged or intended, or for which it is occupied or maintained.

Variance. An adjustment in the application of the specific regulations of this article to a particular piece of property, which property because of special circumstances uniquely applicable to it is deprived of privileges commonly enjoyed by other properties in the same vicinity and zone, and which adjustment remedies disparity in privileges.

Veterinary clinic. A place where a veterinarian maintains treatment facilities, soundproof, with no outside runs.

Warehouse. A building used for the storage of goods, wares and merchandise, including offices and sales space.

Wholesale office. An office for the conduct of the business of selling tangible personal property to retail establishments.

(2005 Code, sec. 17.3.02)

Winery. An establishment permitted under the local option alcohol laws in place at the location of the establishment, which holds a valid winery permit from the Texas Alcoholic Beverage Commission (“TABC”). A winery may conduct all activities permitted by individuals holding a valid TABC winery permit. (Ordinance 2019-05, sec. 1, adopted 7/18/19)

Yard. Any open space, other than a court, on a lot unoccupied and unobstructed from the ground upward unless specifically otherwise permitted in this article.

Yard, front. A yard extending along the whole length of the front lot line between the side lot lines and being the minimum horizontal distance between the street right-of-way line and main building or any projections thereof other than steps and unenclosed porches.

Yard, rear. A yard extending across the rear of a lot between the side lot lines and being the minimum horizontal distance between the rear lot line and the rear of the principal building or any projections thereof other than steps, unenclosed balconies, or unenclosed porches.

Yard, side. A yard extending along the side lot line from the front yard to the rear yard, being the minimum horizontal distance between any building or projections thereof and the side lot line.

Zoning administrator. The person designated by the council to enforce and administer the provisions of this article and his or her designated representative.

Zoning district map. The map or maps incorporated into this article as a part hereof by reference thereto.

Sec. 14.02.222 “B-1” business district

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

- (1) Professional offices and other business office uses, excluding however:
 - (A) The display, storage or sale of merchandise; and
 - (B) The telemarketing of services or merchandise.

- (2) Parks, playgrounds, community centers, fire stations or other public safety buildings operated by or under the control of the city or other governmental authority.
- (3) Banks, savings and loan associations, and other similar state or federally chartered financial institutions, but not including a Credit Access Business.
- (4) Public buildings, including municipal buildings, schools and libraries.
- (5) Electric transmission towers and lines, gas transmission lines and metering stations, other local utility distribution lines, sewage pump stations, water reservoirs, wells and transmission facilities.
- (6) Lodges, fraternal organizations and civic clubs.
- (7) Pharmacies, specialty shops, personal service shops and convenience retail sales, provided that no single such use shall occupy more than 3000 square feet of floor area and the total of all such uses on any lot shall not occupy more than 30% of the floor area of all buildings on the lot.
- (8) Uses as part of a planned development as described in subsection (c) hereof.

(b) Restrictions on use. The uses in this district described in subsection (a) above shall be permitted, however, only upon the following conditions:

- (1) There shall be no sales of alcoholic beverages in this district.
- (2) No outdoor activities or uses shall be permitted in this district other than: vehicular parking; solid waste disposal containers; and, outdoor recreation as part of a planned development.
- (3) All buildings shall:
 - (A) Have exterior walls of not less than 75% masonry surface;
 - (B) Be residential in architectural character;
 - (C) Have exterior walls containing window and door openings which do not exceed 60% of the surface area of any such wall; and
 - (D) Have mansard, hip or gable roof type.
- (4) No non-public use within this district shall be open for operation except between the hours of 6:00 a.m. and 11:00 p.m. Central Time.
- (5) In addition to complying with the requirements of [division 11](#) of this article, each lot in this district shall have not less than 20% landscaped open space.
- (6) Any use shall comply with the applicable special conditions contained in [table 14.02.221](#).

(c) Planned development regulations. When land within this district is made part of a planned development:

- (1) Child care facilities may be included in a PD plan.

(2) Yards abutting adjacent non-PD property shall be not less than 25 feet.

(3) All SF uses shall be permitted, but not to exceed the maximum densities allowed therefor in the SF district.

(2005 Code, sec. 17.6.02)

Sec. 14.02.321 Special exceptions

(a) Purpose. Certain uses are classified as special exceptions, and may be permitted in designated districts when specifically authorized by this division after approval by the board. Such exceptions may be granted in order that the city may develop in accordance with the intent and purpose of this article, that land may be fully utilized for a lawful purpose, and that substantial justice may be done.

(b) Criteria for granting a special exception. In reaching a decision on any application for a special exception, the board shall determine:

(1) That the requested exception will establish only those uses permitted under this division;

(2) That the location of proposed activities and improvements are clearly defined on a site plan filed by the applicant; and

(3) That the exception will be wholly compatible with the use and permitted development of adjacent properties, either as filed or subject to such requirements as the board may find necessary to protect and maintain the stability of adjacent properties.

(c) Authorized special exceptions. The following uses may be allowed as special exceptions in the districts specified, subject to full and complete compliance with all conditions herein provided, together with such other conditions as the board may impose. The conduct of any of the uses described in this subsection (c) shall be illegal in the city unless on property bearing a valid special exception therefor issued in accordance with the terms of this division.

<u>Special Exception</u>	<u>District Requiring Board Approval</u>
(1) Construction field office and storage yard (other than on jobsite). Conditions: Temporary, for time fixed by the board.	All districts
(2) Amusement or entertainment, commercial commercial [sic], B-2 - LI indoor or outdoor.	
(3) Child care facilities.	MF - LI

- (4) Residential recreation facilities. SF - MF
- (5) Parking, under division 9 conditions. All districts
- (6) Development sign of more than one year duration. SF - MF
- (7) Screening devices, over height or in required front yard. All districts

(2005 Code, sec. 17.8.01)

- (8) Except for brewpubs and wineries, service of alcoholic beverages for on-premises consumption; for brewpubs and wineries, service of alcoholic beverages for on-premises and off-premises consumption may be permitted B-2 - LI

(Ordinance 2019-05, sec. 6, adopted 7/18/19)

- (9) Light industrial or manufacturing uses, other than storage, to be conducted outside buildings. LI
- (10) Real estate sales office: A temporary real estate sales office. SF - MF
- (11) Retail gasoline service stations, pumps and facilities, storage tanks underground. B-3 - LI
- (12) A private stable under the following conditions: SF
 - (A) The use must be one that would in all respects qualify as an incidental use under the terms of [section 14.02.172\(6\)](#) of this article if located on the same property as a primary residential use;
 - (B) The property on which the use is to be conducted must be adjacent to or within 500 feet of the primary residence to which it would be incidental if located on the same property;
 - (C) The owner of the primary residence and the private stable must be the same; and

- (D) The private stable shall not be used for commercial purposes.

This special exception may be revoked by the board upon notice and after hearing in the event of a violation of any of the conditions described above.

- (13) Private school. B-2 - LI
- (14) Motor vehicle sales. LI
- (15) Retail specialty and novelty establishment. B-3 - LI

Definitions: For the purpose of this subsection:

- (A) “Retail specialty and novelty establishment” is a place of business which derives more than 50% of its monthly revenues from the retail sale of specialty and novelty items.
- (B) “Specialty and novelty items” means any of the following:
 - (i) Drug paraphernalia, as that term is defined in 481.002 of the Texas Health and Safety Code;
 - (ii) Wearing apparel containing obscene pictures or words, such as T-shirts, belt buckles, jewelry or any other wearing apparel;
 - (iii) Salves, ointments, gels, creams, jellies, lotions and oils advertised and designed as a sexual stimulus;
 - (iv) Magazines, books, records, videocassettes, pictures, drawings and other similar material depicting and describing sexual conduct in a manner that is designed for adult use and consumption;
 - (v) Incense.

- (16) Billiard table establishment. B-3 - LI

Definitions: For the purposes of this subsection:

- (A) “Billiard table establishment” means any business containing a billiard table for commercial use and not merely for sale.
- (B) “Billiard table” means a table surrounded by a ledge or cushion with or without pockets on which balls are impelled by a stick or cue, but not including a coin-operated billiard table.

- (17) Skill or pleasure coin-operated machines, commercial use of eight (8) or more per occupancy. B-3 - LI

Definitions: For the purposes of this subsection, the term “skill or pleasure coin-operated machine” shall have the meaning ascribed thereto by article 8801, V.T.C.S. [V.T.C.A., Occupations Code, chapter 2153]

- (18) Sexually oriented business. LI

Definition: For the purpose of this subsection, “Sexually oriented business” shall have the meaning ascribed thereto by chapter 243 of the Texas Local Government Code.

Condition: No such use may be permitted at a location within one thousand (1,000) feet of a church, school, public park, boundary of a residential district or property line of a lot devoted to residential use.

- (19) Motor vehicle parking, commercial. B-3 - LI

- (20) Long-term personal care facility. SF - MF

Definition: For the purposes of this subsection, a “long-term personal care facility” is a residence used as an assisted living residence for not more than four (4) unrelated persons.

Conditions: No such use shall be permitted unless:

- (A) The State of Texas has issued a license for the location under chapter 142 of the Texas Health and Safety Code; and
- (B) The owner of the facility resides in the residence.

The special exception shall continue for so long as a valid state license, as described in subsection (A), shall be in effect, unless the special exception should otherwise be terminated for violation of its terms or applicable laws.

- (21) Schools, clubs or centers for gymnastics, exercise or physical B-1 - B-2 fitness.

Condition: The use shall comply with all regulatory provisions of the district in which it is located.

(2005 Code, sec. 17.8.01)

- (22) Mobile food establishment. B-2 and B-3

(Ordinance 2018-01, sec. 6, adopted 2/15/18)

- (23) HUD-code manufactured home as primary dwelling MF

- (24) Credit Access Business under the following conditions: LI

- (A) No such use may be permitted at a location within one thousand (1,000) feet of a school, designated place of worship, public park, boundary of a residential district, or property line of a lot devoted to residential use.

ORDINANCE NO. 2020-12

AN ORDINANCE AMENDING SECTION 14.02.92 “DEFINED TERMS” OF DIVISION 3 “DEFINITIONS” OF CHAPTER 14 “ZONING,” OF THE CODE OF ORDINANCES, CITY OF DALWORTHINGTON GARDENS, TEXAS TO DEFINE CREDIT ACCESS BUSINESSES; AMENDING SECTION 14.02.222 “B-1’ BUSINESS DISTRICT” OF DIVISION 6 “COMMERCIAL AND INDUSTRIAL DISTRICT REGULATIONS” OF CHAPTER 14 “ZONING” OF THE CODE OF ORDINANCES, CITY OF DALWORTHINGTON GARDENS, TEXAS TO RESTRICT CERTAIN CREDIT ACCESS BUSINESS USES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING THAT THE TERMS OF THIS ORDINANCE SHALL BE SEVERABLE; PROVIDING A FINE FOR VIOLATION OF THE PROVISIONS OF THIS ORDINANCE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City Council previously established regulations regarding banking and financial institutions, including lenders; and

WHEREAS, the City Council desires to amend the zoning ordinance to amend the regulations regarding certain lenders practicing Deferred Presentment Transactions and Motor Vehicle Title Loans, as described in Subchapter G of Chapter 393, Texas Finance Code, called Credit Access Businesses under that Subchapter; and

WHEREAS, the City Council further desires to permit such Credit Access Businesses in certain zoning districts only by special exception.

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

SECTION 1.

Section 14.02.92 “Defined Terms” of Division 3 “Definitions” of Chapter 14 “Zoning” of the Code of Ordinances, City of Dalworthington Gardens, Texas is hereby amended to revise the definition of “Credit Access Business” to read as follows:

Sec. 14.02.092 Defined Terms

Credit Access Business. An organization that obtains for a consumer or assists a consumer in obtaining an extension of credit in the form of a deferred presentment transaction or a motor vehicle title loan, particularly as those terms are defined in the Texas Finance Code, Chapter 393 as amended.

SECTION 2.

Subsection (a)(3) of Section 14.02.222 “B-1’business district” of Division 6 “Commercial and Industrial District Regulations” of Chapter 14 “Zoning” of the Code of Ordinances, City of Dalworthington Gardens, Texas is hereby amended to read as follows:

- (3) Banks, savings and loan associations, and other similar state or federally chartered financial institutions, but not including a Credit Access Business.

SECTION 3.

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

Sec. 14.02.321 Special exceptions

Special Exception

District Requiring Board Approval

(24) Credit Access Business under the following conditions:

L-I

- (A) No such use may be permitted at a location within one thousand (1,000) feet of a school, designated place of worship, public park, boundary of a residential district, or property line of a lot devoted to residential use.

SECTION 4.

This ordinance shall be cumulative of all provisions of ordinances and on the Code of Ordinances, City of Dalworthington Gardens, Texas as amended, except where the provisions are

in direct conflict with the provisions of other ordinances, in which event the conflicting provisions of the other ordinances are hereby repealed.

SECTION 5.

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

SECTION 6.

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

SECTION 7.

The City Secretary of the City of Dalworthington Gardens is hereby directed to publish in the official newspaper of the City of Dalworthington, the caption, publication clause, and effective date clause of this ordinance in accordance with Section 52.011 of the Texas Local Government Code.

SECTION 8.

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

PASSED AND APPROVED ON THIS _____ DAY OF _____, 2020.

Laura Bianco, Mayor

ATTEST:

Lola Hazel, City Secretary

**City Council
Staff Agenda Report**

Agenda Item: 9e.

Agenda Subject: Discussion and possible action on the 2021 Tarrant County Community Development Block Grant (CDBG), to include but not limited to, approval of final project scope and selection of engineering services.

<p>Meeting Date: December 17, 2020</p>	<p>Financial Considerations: Budgeted: <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input 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 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
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Background Information: Staff is in need of two approvals from Council for the 2020-2021 CDBG grant – approval of using Topographic for engineering services and the selection of the specific construction project for the grant. Staff needs Council’s authorization in December for the submittal of the CDBG grant application that is due January 31.

At the November meeting, council made a motion to approve the following for the CDBG project: limit project to north half of the median concrete as shown on the map, replacing water lines and including flush valves, but removing the 4” exposed aggregate concrete in median (\$22,960 savings). Staff was also asked to look into the heaved sidewalk issue just north of the eastern edge of the water line replacement and has included pictures in your packet. The heaved sidewalk is caused by a tree.

Staff discussed the project scope after the meeting and just wanted to share some additional details before finalizing costs and submitting application. While water line work is needed on the north side, the paving is worse on the south side. Staff believes citizens may perceive that paving work is needed first, although staff can and will educate and explain the chosen project to citizens based on whatever decision council makes.

If council decided to do the south side versus the north, the only water-related needs would be sleeves for future water line repair and flush valves. The paving would reduce by the \$22,960 for the median concrete council removed, and also reduce since the project scope will be decreased regardless of which side of the project is chosen.

Just to recap from the November meeting, the CDBG project, depending on the proposal, is always broken out among the street fund, water fund, and general fund. Based on past projects, staff believes we can anticipate Tarrant County to cover 70% of proposed costs, although that is not confirmed until Tarrant County has officially approved the city’s application. The range for the City’s award would be in the range of \$160,000-\$180,000. The city pays all engineering costs. Staff is presenting the full quote again just so council can see the full breakdown of all costs.

Both the city administrator and public works superintendent will be attending a virtual meeting with Tarrant County about the CDBG process on December 14. The plan is for staff to produce the majority of the CDBG application in an effort to reduce engineering costs. As a result of this call, there may be additional details to provide at the council meeting

Recommended Action/Motion: Motion to select Topographic for engineering services for the 2020-2021 CDBG grant project, and provide direction on the chosen project scope, whether that be to continue with selection of the north half, or change the scope to the south half.

Attachments: Estimated Project Cost
Projected Breakdown of Costs
Map Showing Lines, Flush Valves



Ambassador (Chase Ct. to Roman Ct.) 2020-09-11

Description: OVERALL	Unit Quantity	Unit	Unit Price	Total Price
Paving				
1 Mobilization/Signage	1	LS	\$10,000.00	\$10,000.00
2 Sawcut/Remove Curb & Gutter	1,115	LF	\$6.00	\$6,690.00
3 Sawcut/Remove 4" Conc. Sidewalk	1,460	SF	\$1.50	\$2,190.00
4 Unclassified Excavation (incl. Asph Pavment)	855	CY	\$30.00	\$25,650.00
5 Sawcut/Remove Conc. Valley Gutter	585	SF	\$2.00	\$1,170.00
6 4" Concrete Sidewalk (Exposed Aggr)	1,460	SF	\$8.00	\$11,680.00
7 Barrier Free Ramp	2	EA	\$1,400.00	\$2,800.00
8 4" Conc. In Median (Exposed Aggr)	3,280	SF	\$7.00	\$22,960.00
9 6" Reinforced Concrete Pavement	2,385	SY	\$55.00	\$131,175.00
10 6" Lime Stabalized Subgrade @ 30#/SY	2,510	SY	\$3.50	\$8,785.00
11 Hydrated Lime for Stabilization	38	TN	\$160.00	\$6,080.00
12 Grass Sod for Parkway	435	SY	\$6.00	\$2,610.00
13 6" Topsoil for Parkway	435	SY	\$4.00	\$1,740.00
			Sub-total	\$233,530.00
Water Line Improvements				
14 Remove Existing Fire Hydrant	1	EA	\$700.00	\$700.00
15 Plug and Block 6"x6" Tee	1	EA	\$750.00	\$750.00
16 Abandon 6" Water Line	1	EA	\$750.00	\$750.00
17 F&I 6" Gate Valve and Box	2	EA	\$1,500.00	\$3,000.00
18 F&I Fire Hydrant Assembly	1	EA	\$4,000.00	\$4,000.00
19 F&I 6" C-900 PVC Water Line	390	LF	\$58.00	\$22,620.00
20 F&I 1" Short Water Service	8	EA	\$1,200.00	\$9,600.00
21 F&I 1" Long Water Service	2	EA	\$2,000.00	\$4,000.00
22 F&I MJ Ductile Iron Fittings	0.5	TN	\$5,600.00	\$2,800.00
23 Connect to Existing 6" Water Line	1	EA	\$2,500.00	\$2,500.00
24 Trench Safety	390	LF	\$2.00	\$780.00
25 Offsite - F&I 2" Auto Flush Valve (Ends of Courts)	6	EA	\$3,500.00	\$21,000.00
			Sub-total	\$72,500.00
Total Preliminary Construction Cost				\$306,030.00
			Contingency	\$30,603.00
			Engineering/Design Survey	\$33,663.30
			Total	\$370,296.30

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

Map Showing Lines, Flush Valves

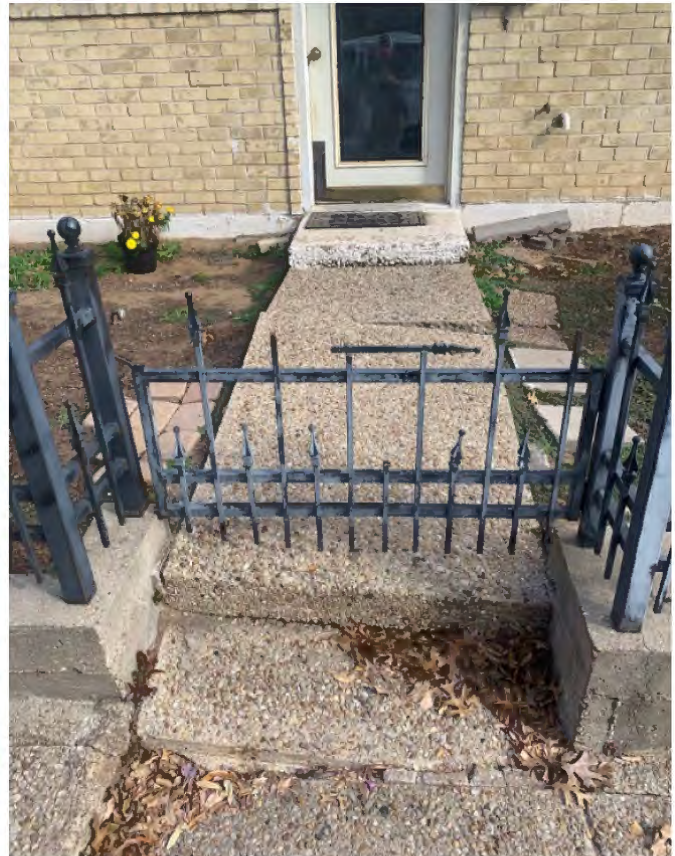
- Blue lines are AC asbestos concrete lines
- Red lines are new PVC lines
- Blue "X" marks where flushing points should be

Note: Entire area is looped, but valves are proposed for better quality water



Heaved Sidewalk Pictures

Tree shown in first picture, top, left, but there previously was a tree on the other side as well. You can see the after affects to the sidewalk leading up to the resident's home.





Fund Sources for Street Repairs	Amount	Cash Flow Availability
Logic Street Sales Tax Account Balance @ 11/30/20	178,447.56	
TexStar 2017 Bond Street Fund Balance @ 11/30/20	61,827.11	
Estimated Funds available for Street Repairs @ 11/30/20	240,274.67	240,274.67
12/31/2020	8,434.88	8,434.88
1/31/2021	8,025.00	16,459.88
2/28/2021	9,778.75	26,238.63
3/31/2021	7,304.25	33,542.88
4/30/2021	7,635.50	41,178.38
5/31/2021	9,162.49	50,340.87
6/30/2021	8,548.13	58,889.00
7/31/2021	8,413.13	67,302.13
8/31/2021	9,962.13	77,264.26
9/30/2021	10,099.98	87,364.24
FY 20/21 Budget Sales Tax Revenue	87,364.24	327,638.91
Estimated Funds available for Street Repairs @ 9/30/21	327,638.91	
Indian Trail Engineer costs 2017-2018	46,520.00	
Indian Trail Project estimate	19,311.58	
Indian Trail striping	302.64	
Indian Trail traffic control	791.00	
Indian Trail drainage repair	1,850.00	
Indian Trail postcard notification	23.28	
Total Indian Trail project costs	68,798.50	
<i>Paid with 2017 Bond Street Funds</i>	(20,405.22)	
<i>Paid with Street Sales Tax Funds</i>	(48,393.28)	
Indian Trail project costs remaining	-	
Twin Lakes/Twin Springs-Materials	135,977.88	
Twin Lakes/Twin Springs Design, Survey, SWPPP	13,700.00	
Twin Lakes/Twin Springs Sampling & Testing	7,820.00	
Twin Lakes/Twin Springs Utility Adj's/Misc	18,365.00	
Twin Lakes/Twin Springs Erosion Control	21,925.20	
Twin Lakes/Twin Springs Sewer Manhole Cleanup	4,252.70	
Twin Lakes/Twin Springs American Barricade	1,895.00	
Twin Lakes/Twin Springs postcard notification	23.39	
Twin Lakes/Twin Springs legal fees	430.00	
Total Twin Lakes/Twin Springs project costs	204,389.17	
<i>Paid with 2017 Bond Street Funds</i>	(472.50)	
<i>Paid with Street Sales Tax Funds</i>	(9,656.64)	
Twin Lakes/Twin Springs project costs remaining	194,260.03	
Indian Trail & Twin Lakes/Springs project costs remaining	194,260.03	
Projected Funds remaining @ 9/30/21	133,378.88	

**City Council
Staff Agenda Report**

Agenda Item: 9f.

Agenda Subject: Discussion and possible action regarding a priority list for street repair.		
Meeting Date: December 17, 2020	Financial Considerations: \$40,000 budgeted for crack seal Others TBD by street fund balance, council direction Budgeted: <input checked="" type="checkbox"/> Yes <input checked="" 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

Prior Council Action:

Background Information: Included in your packet is the final street priority list for consideration. The engineer has assessed all streets for which the city is responsible. Staff would also like to discuss potential “sink holes” located on Elkins and Gardenia. Staff has received comments/complaints about both. The source of the sinking will determine the cost for repair, but staff would like to begin looking at solutions.

Staff is looking for direction on the order of streets for crack sealing, any order of street repair/resurfacing projects, and also investigation of sinkholes on Elkins and Gardenia. Staff has already reached out to crack sealing contractors who are ready to provide quotes and add the city to their schedule as soon as we have the priority list set.

Recommended Action/Motion: Provide direction to staff by way of motion on order of streets for crack sealing, any order of street repair/resurfacing projects, and also investigation of sinkholes on Elkins and Gardenia.

Attachments: Street Priority List
 Pictures of Elkins and Gardenia Sink holes

Gardenia Sink Hole



Elkins Drive



Dalworthington Gardens - Street Condition List
12-10-2020

Street Name	Date Sealed	Approximate Construction Limits		Length (lf)	Condition 7/21/2020
		From	To		
Ambassador Row					New concrete City Limits to Chase, Roman to Madrid. Heavy - 1/4" several areas Roman to Chase - repair need on south side 3326 to 3330 - CDBG 2021
Blossom Park					OK - Concrete
Broadacres Lane	?				Moderate 1/16" add'l to previous crack seal, light 1/16" in concrete Court. Pvmt repair needed at 2805,2807
Burlwood Dr.	7/15				Ok, light 1/16" - some continuing from previous crack seal
California Lane					OK, newer asphalt
Carnation	7/15				OK, 1/4" @ 4111 - re-seal, pavement repair at 4102
Castelon Court					Concrete, light to moderate 1/16" cracking
Chase Court					Concrete @ Ambassador, lateral 1/16" approx. 15' spacing, moderate at both courts
Clover Lane	2/18				Sporatic lateral 1/16", heavy longitudinal up to 1/8" around 2508 and 2600, 1/16" extending from previous crack seal in several locations
Corzine	10/18			280	Ok, constant crack along centerline
Country Place Cir	?				Alligator cracking near intersection, light <1/16" cracking overall
Courtney Court					Lateral 1/16" to 1/8" approx. 20' spacing with grass in some, light cracking in court
Dustin Trail	10/18	Gardenia	Ranier	2,131	Orchid - Gardenia light lateral 1/16", conc. North of Rainer w/ asphalt at 3712 - heavy 1/8" to 1/4" cracking, heavy 1/16" at 3713

Dalworthington Gardens - Street Condition List
12-10-2020

Elkins Drive	2/18	Roosevelt	Park	Light cracking at court, alligator cracking adjacent to City Hall, parking on south side east of Park and areas west of Park 3308
Estates Drive	?			Sporadic light cracking from and adjacent to previous crack sealing
Evie Court	2/18			OK
Flower Garden	7/15			OK, 4106 pvmt repair and 4104/4106 1/4" crack re-seal needed (grass in it)
Garden Lane				OK - Concrete
Gardenia Drive	10/18			Sporadic lateral and longitudinal 1/16" cracking east and west of Dustin, concrete at east court
Harder Lane	2/18			Heavy to moderate 1/16" cracking to hill east of Rushing Meadow, sporadic to Rushing Meadow, ok west of Rushing Meadow
Idlecreek Drive	10/18			Heavy alligator cracking entire street, 4' wide repair along west side of street
Indian Trail				Heavy alligator cracking Sieber to 3502 west of Sante Fe and west of 3601, lateral 1/16" @5' to 10' and moderate longitudinal 1/16" most of street
Karalyn Court				Ok - Concrete, large amount of 1/16" cracking at 3701
Katherine Court				OK - Concrete
Madrid Court	?			Light to moderate 1/16" cracking adjacent to and from previous crack seal
Michigan Avenue				Lateral 1/16" @ 10'-15', continuous 1/16" east of centerline and middle of southbound lane
Michigan Court				Ok, concrete w/ hairline cracks, some 1/16"

Dalworthington Gardens - Street Condition List
12-10-2020

Oak Trail Court	?				Alligator cracking at 2705, light to medium 1/16", some larger - previous crack sealing
Orchid Court	7/15				Pvmt repair 3505, 3506
Orchid Lane	7/15				Sporatic add'l 1/16", some 1/8" need re-sealed
Park Drive	?				N. of Calif. - sporatic longitudinal 1/16", S. of Calif. - centerline and sporatic lateral 1/16"
Park Place Court					OK - Concrete
Parker Trail					OK - Concrete
Pioneer Parkway					OK - Concrete
Rainer Drive					Sporatic 1/16"
Roman Court	?				Sporatic 1/16" in S. court and mostly in centerline north of Ambassador, previous crack seal
Roosevelt	10/18			24,626	Bowen to Harder - Med. To Heavy 1/16" to 1/8", Harder to Oak Trail Court - alligator cracking (crack sealing not feasible), Oak Trail Court to Whisperwood - OK, Whisperwood to Sunset - Sporatic 1/16" with some alligator cracking, Sunset to California - west side has multiple alligator cracking, California to Ark. - OK, Ark. to 303 - continuous 1/16" logitudinal either side of centerline, multiple alligator cracking - all commercial
Rosebud Court	7/15				Ok, several 1/8" cracks and one 1" in court need to be re-sealed
Rosebud Drive	?				Ok, need to re-seal some 1/8"
Rushing Meadows Court	2/18				OK, concrete S. of intersection to court
Santa Fe					OK - Concrete

Dalworthington Gardens - Street Condition List
12-10-2020

Seville Court					Concrete at intersection, lateral 1/16" @ 5' to 10', moderate at both courts
Sieber Drive	?				Previous crack seal, light cracking S. of Estates, alligator cracking N. of Estates, moderate 1/16" to Indian, Heavy alligator cracking Indian to Sunset and moderate 1/16" N. of Sunset, OK - N. of 3004
Sunny Meadows					OK - Concrete
Sunset Lane	7/15				Sieber to Park - light to moderate 1/16", along centerline and light to moderate 1/16" to Roosevelt
Sunset Lane (west of Sieber)	10/18				Moderate 1/16" to 1/8" to Idlewood and 1/16" from previous crack sealing
Sunset Oaks	2/18				OK, light 1/16" cracking add'l
Texas Drive	2/18				Alligator cracking at 2815 and other areas, 1/16" add'l from previous crack sealing
Twin Lakes Court	10/18				Resurfacing project to the south, sporadic 1/16" to the north w/ light 1/16" at court
Twin Springs	10/18				Resurfacing project
Whisperwood Trail	7/15				Roosevelt to 2704 moderate 1/16" (some 1/8") and at 2806, 2820 - rest OK
Wild Oak Court	2/18				Need to re-seal some from previous crack sealing
Winterset Trail	10/18			1,829	OK
Wooded Creek Circle					OK - Concrete

Dalworthington Gardens - Street Condition List
12-10-2020

Notes:

1. Crack sealing is not feasible for alligator cracking , pavement repair or resurfacing required.

2. Candidate for resurfacing (in order of priority) - **Roosevelt**: Harder to Oak Trail Ct. (10" Clay Sewer on west side), Whisperwood to California - west side (reconstruction from north corner of well site approximately 240' north), but worse Sunset to California on west side (approximately 220' reconstruction along 2701 Sunset side yard frontage) - 8" and 10" PVC Sewer, Arkansas to 303 (approximately 650' - south edge of northernmost driveway of Executive Plaza to 303) - 8" clay sewer near middle and along west side, **Sieber Dr** (Indian to Sunset - partial reconstruction) - 6"-8" PVC Sewer, **Idlecreek Drive** (not a major thru street - 4" PVC sewer, probable reconstruction), **Texas Drive** (not a major thru street - 6" Clay Sewer, probable reconstruction). Also, pavement repairs needed at: 2805 and 2807 Broadacres Lane, 3505 and 3506 Orchid Ct., Elkins (areas where sewer line may be leaking and 3308), 4102 Carnation, 2508 and 2600 Clover Lane, Country Place Circle @ Sunset, 2702,2704 and 2705 Oak Trail Court, 3712 and 3713 Dustin Trail, 4106 Flower Garden

3. Crack Sealing Candidates (in order of priority, but interchangeable after Broadacres) - Indian Trail (some pvmt repair needed - parts being redone already), Roosevelt (Bowen to Harder, Arkansas to 303 (460' from Arkansas to the south edge of northernmost driveway of Executive Plaza), Sunset Lane (West of Sieber) - possible resurfacing, Harder Lane, Sieber Dr (except for Indian to Sunset), Chase Court, Seville Court, Courtney Court, Oak Trail Court, Michigan Avenue, Sunset Lane, Broadacres, Clover Lane, Whisperwood Trail, Carnation (only at 4111), Flower Garden (only at 4104/4106), Madrid Court, Orchid Lane (re-seal larger cracks), Rosebud Dr and Ct (re-seal several cracks), Wild Oak Ct (re-seal some existing)

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Indian Trail & Twin Lakes/Springs project costs remaining	194,260.03	
Projected Funds remaining @ 9/30/21	133,378.88	

**City Council
Staff Agenda Report**

Agenda Item: 9g.

Agenda Subject: Discussion and possible action regarding changes to the City of Dalworthington Gardens Code of Ordinances, Chapter 13, Utilities, Article 13.03 and Article 13.04, specifically as it pertains to garbage, recycling, and utility billing practices.

<p>Meeting Date: December 17, 2020</p>	<p>Financial Considerations: Attorney cost to prepare ordinance</p> <p>Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar:</p> <p><input type="checkbox"/> Financial Stability <input checked="" type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input 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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Prior Council Action:

Background Information: Council directed staff to make changes to Chapter 13, Utilities, of the City of Dalworthington Gardens Code of Ordinances as it relates to the time by which garbage containers are allowed to be and remain at the curb prior to collection. Since other changes were required to the ordinance, staff began working on changes to Article 13.03, Solid Waste; and Article 13.04, Water and Sewer Service. Staff has included both a redlined version showing changes and a clean version showing how the final ordinance would look. A lot of language was removed or changed to reduce frequency of ordinance changes since they don't adhere to contract language. Since the fee schedule is now adopted by resolution each year, language was changed throughout referencing the "Appendix A fee schedule" in the ordinances and directs parties to obtaining fee schedule from the City Secretary. The approved changes will come back at a future meeting to be officially adopted by ordinance.

Below is a synopsis of changes to the ordinance.

- 13.03.002:
 - Definition added for "acceptable waste", "commercial waste", and "industrial waste".
 - Definition deleted for "container" as it was redundant to definition for "approved container".
- 13.03.003:
 - Deleted section referencing regular inspections as it's not feasible, but left remaining section for code enforcement purposes. Added language to allow citations.
- 13.03.004:
 - Added requirement for garbage service and requirement for collection to be conducted by contract with city
- 13.03.006:
 - Removed requirement for how early containers may be placed for pickup. 7:00 a.m. deadline remains because that is when collection begins. Containers placed out later may not be picked up.
- 13.03.007:
 - Changed to comply with contract and reduce frequency of needed ordinance changes.
- 13.03.008:
 - Changed to comply with contract and reduce frequency of needed ordinance changes.
- 13.03.009 (newly numbered as .009):
 - Added screening requirement for commercial containers. This belongs in Zoning Ordinance and will move there if council approves on language.
- 13.03.009 (originally numbered as .009):
 - Removed as doesn't comply with process or contract, or may be simplified elsewhere.
- 13.03.010, 13.03.011, 13.03.012:
 - Changed or deleted to adhere to current process.

- 13.03.015:
 - Simplified to reduce frequency of needed ordinance changes.
- 13.03.016:
 - Added household hazardous waste program requirement.
- Division 2:
 - Deleted as not applicable and requirement for person to contract with city for collection is addressed in 13.03.004.
- 13.04.001:
 - Corrected terms.
- 13.04.052:
 - Deleted as not accurate
- 13.04.052:
 - Corrected section to show accurate process. Diagram was added to better explain how water leaks are calculated. “C” is in ordinance in the event the city ever has meters where this would apply again. New remote meters most likely would never encounter this scenario, but old meters did.
- 13.04.081:
 - Changed throughout to reflect correct processes. Language added to include those who do e-billing. “C” includes approved payment plan allowance approved by council at the August 20, 2020 meeting.
- 13.04.082:
 - Changed to reflect current processes
- 13.04.083:
 - Changed to reflect current processes. “D” and “F” are listed in the fee schedule, so language added in ordinance to reflect same.
- 13.04.127-13.04.129:
 - Clarified, strengthened reasons for water disconnection or interruption of service.
- 13.04.130:
 - Simplified language for malicious interference with water service/meter tampering.
- 13.04.131 (originally numbered .131):
 - Deleted since this section was simplified in the above section, 13.04.130.
- 13.04.131 (newly numbered as .131):
 - Added how offender would pay for damaged equipment.

Recommended Action/Motion: Motion to approve recommended changes to the City of Dalworthington Gardens Code of Ordinances, Chapter 13, Utilities, Article 13.03 and Article 13.04, specifically as it pertains to garbage, recycling, and utility billing practices

[OR list additional/recommended changes].

**Attachments: Redlined Ordinance
Clean Ordinance**

ARTICLE 13.03 SOLID WASTE

Division 1. Generally

Sec. 13.03.001 Title

This article shall be known as the garbage and trash disposal ordinance of the city. (2005 Code, sec. 8.3.01)

Sec. 13.03.002 Definitions

The following words and terms, when used in this article, shall have the meanings respectively ascribed to them in this section:

Acceptable waste. Any nonhazardous garbage, trash, debris, brush, bulky waste, dead animals, stable matter, yard waste, recyclable materials and other refuse which the collector is legally permitted to accept for collection and delivery for disposal pursuant to the terms of its operating permit(s), including, but not limited to acceptable brush, commercial waste, industrial waste and residential waste, but excluding unacceptable waste.

Approved container. A receptacle for garbage and trash meeting specifications prescribed by the city.

Brush. Tree and shrub trimmings which are not susceptible to placement in regulation containers.

City. The City of Dalworthington Gardens; for the purposes of the notices, consents and approvals required by this article, the water and sewer superintendent of the city or his duly authorized representative.

Collector. The person, firm or corporation under contract to the city to perform on its behalf the functions of collecting and disposing of garbage, trash and other solid wastes within the city.

Commercial waste. All types of acceptable waste generated or discarded by stores, offices, restaurants, warehouses, multifamily housing units which utilize commercial containers and other nonmanufacturing activities at commercial and industrial units, excluding residential waste and industrial waste.

Container. An approved container, meaning for residential customers a plastic bag of specifications equal to the container sold by the city for solid waste collection purposes.

Customer. Any owner, occupant, tenant, or person otherwise in control of any premises in the city on which garbage and trash are accumulated and from which the same is removed or required to be removed pursuant to the terms of this article.

Debris. Dirt, concrete, rocks, bricks, or other waste building material.

Garbage. Refuse animal or vegetable matter, as from a kitchen or food processing facility.

Industrial waste. Any acceptable waste resulting from or incidental to any process of industry or manufacturing, mining or agricultural operations. The term "industrial waste" shall include class III industrial solid waste (as defined under title 30, part I, chapter 330, subchapter A, rule 330.2 of the Texas Administrative Code), but shall exclude unacceptable waste and class I industrial solid waste and class II industrial solid waste.

Residential. Pertaining to any structure or premises used for permanent living quarters of whatever type, including conventional one-family residences, duplexes, multifamily residences, apartments, or mobile homes.

Trash. All refuse other than garbage, debris, and brush, as herein defined, including any household trash and yard trash (grass clippings, leaves, etc.).

(2005 Code, sec. 8.3.02)

Sec. 13.03.003 Duties of city as to inspection and enforcement

In addition to the usual enforcement agencies of the city, it is hereby made the duty of the city ~~to make inspection trips at regular intervals~~ to determine whether or not garbage, trash and rubbish are being properly collected, removed and disposed of as required by the provisions of this article or any other applicable health ordinance. In the event it is found that this article or any other applicable ordinance is being violated, appropriate and timely action shall be taken to insure ~~a~~ full compliance with its provisions. (2005 Code, sec. 8.3.18). A user who has violated, or continues to violate, any provision of this article, shall be liable to the city for a maximum civil penalty of two thousand dollars (\$2,000.00) per violation, per day.

Sec. 13.03.004 Collection required; Authority to collect

(a) Every person who owns, occupies, or controls any premises in the city shall have garbage and trash removal.

(b) No person shall collect garbage, trash, or refuse within the City except a person, firm, or corporation who has a contract or franchise with the City.

Sec. 13.03.005~~4~~ Containers required; containers to be kept closed

(a) Duty to provide containers. Every customer shall provide and use approved containers sufficient in number to hold the garbage and trash normally accumulating on the premises of said customer.

(b) Duty to secure containers. Every customer shall keep all garbage and trash containers ~~securely closed~~ in such

a manner as to prevent the scattering of the contents thereof and to render said contents inaccessible to insects, rodents, and other animals.

(2005 Code, sec. 8.3.03)

Sec. 13.03.0065 Placement of containers for residential customers

It shall be the duty of each customer of residential premises in the city to place garbage and trash containers at locations as follows:

- (1) Premises on alleys. If the premises from which garbage and trash are to be collected are adjacent to a dedicated public alley, the customer shall place all containers adjacent to the alley at a location on the premises and easily accessible to the collector from outside said premises.
- (2) Other premises. In the event there is no alley adjacent to the premises, the customer shall place all containers for collection at curbside on the street on which said premises are addressed.
- (3) Designation of collection point. In the event it is not practical to place containers for collection at locations hereinabove provided, the city shall designate the point most easily accessible for collection in such instances.
- (4) Time of placement. All containers shall be placed at the hereinabove prescribed locations not later than 7:00 a.m. on the day of scheduled collection. ~~In this regard, it shall be unlawful for any customer to place any container of garbage at said location prior to the day of scheduled collection.~~

(2005 Code, sec. 8.3.04)

Sec. 13.03.0076 Bundled trash and brush

~~In the event trash is of such a nature that it cannot be placed in approved containers, it shall be placed in bundles or disposable containers having outside dimensions of no more than four (4) feet, weighing not more than fifty (50) pounds, Trash shall be bundled in the manner required by the collector with which the city is contracted and shall be placed for collection as provided in section 13.03.0065 hereof. Brush shall be cut and bundled in the manner required by the collector with which the city is contracted and made publicly available on the City's website. in lengths not to exceed four (4) feet and shall be trimmed and stacked at curbside to a height of not more than three (3) feet with the larger ends placed toward the curb or street. All vines and thorny bushes shall be placed in disposable containers. No bundle, container, or other item shall weigh more than the weight outlined in the requirements prescribed by the collector. sixty (60) pounds. (2005 Code, sec. 8.3.05)~~

Sec. 13.03.0087 Rates for residential and commercial customers

~~The collection and removal of garbage and trash in disposable containers from premises used for residential purposes shall be made two (2) times each week. The fair and reasonable charges for collection of residential garbage, trash and recycling, and commercial garbage and trash such services shall be as established in the fee schedule adopted by the City Council and available from the City Secretary. in appendix A of this code. Said charges shall accrue for each and every month or any portion thereof during which such service is available and provided to the customer. When a customer has an active water account with the city, said charges shall be due and payable simultaneously with charges for water service. (2005 Code, sec. 8.3.06)~~

Sec. 13.03.0098 Placement of containers for commercial, institutional and industrial customers

- (a) It shall be the duty of the owner or person otherwise in control of the commercial, institutional, or industrial premises within the city to cause all garbage and trash accumulated on said premises to be placed at a location on the premises which is readily accessible to the collector and approved by the city. Commercial type containers shall be placed at a location on the premises arranged by the customer and the collector. (2005 Code, sec. 8.3.07)
- (b) Commercial, institutional, and industrial customers shall be required to screen container from public view, and such container shall have an opening of at least twelve feet (12') for container access. If gates are used, the customer will ensure that they are tied open for easy access by Collector on the dates collection is scheduled. Commercial-type containers shall be provided by the City's designated Collector. [Move to Zoning Ordinance once council approves language].

~~Sec. 13.03.009 Rates for commercial, institutional and industrial customers~~

- ~~(a) Frequency of collection. The collection and removal of garbage and trash from houses, buildings and premises used for commercial, institutional, or industrial purposes shall be made as often as necessary in order to maintain such premises free of accumulations of garbage and trash. In this regard, garbage collection shall be made not less than two (2) times each week.~~
- ~~(b) Disposable containers. Fair and reasonable charges for the collection and removal of garbage and trash from the premises of commercial, institutional and industrial customers, when the garbage and trash is in approved containers (disposable containers meeting city specifications therefor), shall be as provided in the fee schedule in appendix A of this code.~~
- ~~(c) Commercial type portable containers. As an alternative to the collection methods and charges provided in subsection (b) of this section, commercial, institutional, and industrial customers may dispose of garbage and trash by means of commercial type portable containers meeting city specifications. Additionally, multifamily residential may employ said commercial type~~

~~containers for garbage and trash collection in the same manner and at the same rates provided for in the fee schedule in appendix A of this code.~~

~~(2005 Code, sec. 8.3.08)~~

Sec. 13.03.010 Payment of charges; ~~deposit~~

~~The charges fixed herein for the removal and disposal of all garbage and trash shall be entered by the city against the customer, and such charges shall be collected at the same time as water and sewer charges as provided in section 13.04.081 hereof, as similar charges are collected. A person who shall fail or refuse to pay the charges herein specified within fifteen (15) days from the on the date the same shall become due and payable shall have his garbage service suspended, and the city shall be notified immediately for appropriate action in accordance with the provisions in this article. The authorized collector of the city is hereby authorized, at the city's option, to act as agent for the city in the collection of charges herein provided. The city or its collector may, at the commencement of service to any customer, require a cash deposit in an amount equal to one (1) month's bill, as estimated by the city. Said deposit shall be refunded to the customer upon termination of service and the payment of all service charges then due and owing. (2005 Code, sec. 8.3.09)~~

Sec. 13.03.011—Collection to be carried on in systematic and efficient manner

~~The collection, removal and disposal of all garbage, trash and rubbish shall be carried on in a systematic, efficient manner, to keep the entire city in a clean and sanitary condition. (2005 Code, sec. 8.3.10(A))~~

Sec. 13.03.012—Duty of customer to see that containers are emptied

~~Every customer is hereby required to maintain constant supervision and surveillance over garbage containers on his premises. If, after having been timely placed for collection, the containers are not collected or emptied and the contents removed, as the case may be, by an agent or representative of the city or other duly authorized person within a period of twenty-four (24) hours of scheduled collection, the customer shall promptly notify the city of this fact. (2005 Code, sec. 8.3.11)~~

Sec. 13.03.01~~13~~ Draining and wrapping of garbage and trash

All garbage or trash that is mixed with water or other liquids shall be drained before being put into a garbage or trash container. All animal matter subject to decomposition shall be well wrapped in paper or other combustible material before being deposited in such container. (2005 Code, sec. 8.3.10(B))

Sec. 13.03.01~~24~~ Prohibited acts

- (a) Depositing litter or unsanitary matter. It shall be unlawful for any person to sweep, throw, or deposit any garbage, trash, debris, stagnant water, or dead animals into, upon or along any drain, gutter, alley, sidewalk, street, or vacant lot, or upon any public or private premises within the city.
- (b) Maintaining prohibited condition. It shall be unlawful for any person owning or otherwise in control of any premises within the city to permit any of the conditions described in subsection (a) of this section to exist upon property owned or controlled by him after having actual or constructive notice thereof.
- (c) Placing debris in disposable container. It shall be unlawful for any person to place debris in any disposable container herein required to be used for garbage and trash.
- (d) Open bins and unapproved containers prohibited. It shall be unlawful for any person to deposit or maintain trash in open bins or other containers not designated as approved containers as that term is herein defined.
- (e) Placing burning materials in container. It shall be unlawful for any person to deposit any burning match, charcoal, ember or other material in any container used for the disposal of garbage, trash or any other flammable substance.

(2005 Code, sec. 8.3.12)

State law reference—Texas Litter Abatement Act, V.T.C.A., Health and Safety Code, ch. 365.

Sec. 13.03.01~~35~~ Wastes from building operations

Rock, waste, scrap building materials, or other trash resulting from construction or major remodeling, resulting from general cleanup of vacant or improved property just prior to its occupancy, or resulting from sizable amounts of trees, brush, and debris cleared from property in preparation for construction, will not be removed by the city as a regular service. The owner will have such debris removed at his expense. (2005 Code, sec. 8.3.19)

Sec. 13.03.01~~46~~ Wastes from commercial tree trimming operations

It shall be the duty of any person employing a contractor, tree trimmer, or other person to trim or prune trees or shrubs to have said trimmings removed from the premises at his own expense. (2005 Code, sec. 8.3.20)

Sec. 13.03.01~~57~~ Recycling program

(a) It is the policy of the city to encourage the recycling of certain types of solid waste materials in order to reduce landfill needs and to conserve natural resources.

(b) Every residential customer ~~shall be charged for a~~ may elect to engage in solid waste recycling by enrolling in the city's ~~subscription solid waste~~ recycling program. ~~The program consists of one-time~~ ~~12-17-2020 Council Packet Pg 114 of 240~~ ~~for the solid~~

~~waste items herein defined. All pickups shall be in recycling bins prescribed by the city. A list of acceptable items can be found on the city's website. The service may be terminated by returning the bin to the city with ten (10) days' notice to the city of such termination.~~

~~(c) Solid waste materials eligible for recycling under the city program are: newspapers and magazines; clear, brown and green glass; tin cans; aluminum cans; #1 and #2 plastic bottles; and such other materials as the city's solid waste collection contractor may from time to time declare suitable for recycling.~~

~~(d) The placement, collection and condition of solid waste materials for recycling shall be in accordance with the city's regulations therefor.~~

~~(e) It shall be unlawful for any person to use or permit the use of a recycling bin for the purpose of disposing of any solid waste materials other than those enumerated in subsection (c) of this section.~~

~~(f) It shall be unlawful for any person (other than a resident of the property on which a recycling bin is legally situated, or the city's solid waste collection contractor) to remove any items from a bin once it is placed at curbside for collection.~~

~~(g) Concerning subscription-based recycling: Each customer using the subscription-based recycling service:~~

~~(1) Shall use for such service the recycling bin designated therefor by the city's solid waste collection contractor;~~

~~(2) Shall comply with the following standards of acceptability for recycled materials:~~

~~(A) Acceptable materials: Metal cans; aluminum; glass; newspapers and magazines (including slick or glossy inserts); junk mail; cardboard; cereal boxes; office paper; plastic containers.~~

~~(B) Unacceptable materials: Cans containing hazardous materials; aluminum foil; mirrors; window or plate glass; pizza boxes or materials containing food residue; containers for automotive fluids, pesticides or other hazardous materials; plastic grocery sacks.~~

~~(2005 Code, sec. 8.3.21)~~

13.03.016 Household Hazardous Waste Program

~~(a) Every residential customer shall be charged for a household hazardous waste program. All pickups shall be in the manner prescribed by the city. A list of acceptable items can be found on the city's website.~~

Secs. 13.03.017~~8~~–13.03.060 Reserved

Division 2. Private Collection and Disposal

Sec. 13.03.061—License required

~~No person except the duly authorized agents or employees of the city and persons acting pursuant to a contract with the city for public collection and disposal shall empty garbage containers or trash receptacles or convey or transport garbage or trash on the streets, alleys, and public thoroughfares of the city without a license granted and issued by the city. (2005 Code, sec. 8.3.13(A))~~

Sec. 13.03.062—Classifications of licenses

~~There shall be two (2) classifications of licenses, as follows:~~

~~(1) Class A: For the collection and transportation of garbage from the licensee's premises or place of business using the licensee's own vehicles and equipment. Said license shall be issued by the city upon compliance with the provisions of section 13.03.066 hereof. A separate license shall be required for each set of premises or place of business of an applicant.~~

~~(2) Class B: For the collection and transportation of garbage for hire, or for the collection and transportation of garbage from any point other than the licensee's premises or place of business. Said license may be issued by the city council upon compliance with the provisions of sections 13.03.066 and 13.03.067 hereof. Only one license shall be required for operations hereunder, but permits shall be required as provided in section 13.03.064.~~

~~(2005 Code, sec. 8.3.13(B))~~

Sec. 13.03.063—Fee for class A license

~~The annual fee for class A license shall be as provided in the fee schedule in appendix A of this code. (2005 Code, sec. 8.3.13(C))~~

Sec. 13.03.064—Permits under class B license

~~(a) Separate permit required for each pickup location. Class B licensees shall obtain from the city sanitarian a separate permit for each customer service or pickup, and an application for said permit shall state the location of the pickup, the type of garbage or trash facility to be used, and such other information as the city may deem necessary.~~

~~(b) Permit fee. The annual fee for each permit obtained by a class B licensee shall be as provided for in the fee schedule in appendix A of this code.~~

~~(2005 Code, sec. 8.3.13(D))~~

~~**Sec. 13.03.065—Operation without permit prohibited**~~

~~It shall be unlawful for any person to engage in the collection or transportation of garbage and trash for hire from any premises for which a permit has not been obtained, as hereinabove provided. (2005 Code, sec. 8.3.13(E))~~

~~**Sec. 13.03.066—Application for permit**~~

~~The application for a permit required by this article shall set forth the name and address of the applicant; the trade name under which the applicant does or proposes to do business; the number of vehicles the applicant desires to operate; the class, size and design of each vehicle; whether or not the applicant or any person with whom he has been associated or employed has a claim or judgment against him for damages resulting from the negligent operation of a vehicle; the financial ability and responsibility of the applicant; his ability to respond in damages in the event of damages to persons or damage to property by reason of the negligent operation of a vehicle on the streets or public thoroughfares of the city; the nature and character of the service the applicant proposes to render; the experience he has had in rendering such service; the patrons for whom he proposes to render this service; and such other information as the city council may require. (2005 Code, sec. 8.3.14)~~

~~**Sec. 13.03.067—Investigation of applicant for class B license**~~

~~Any person desiring a class B license shall make application to the city council, which shall make or cause to be made such investigation as it may consider necessary in order to determine whether public convenience and necessity require the granting of such license, and whether the applicant is a fit and proper person to conduct such business. (2005 Code, sec. 8.3.15)~~

~~**Sec. 13.03.068—Transfer of permit; revocation of permit**~~

~~All permits granted by the city council for the collection, removal, and disposal of garbage, trash, and rubbish shall be nontransferable. Such permits may be rescinded by the city council at any time when in its judgment such action is deemed to be to the best interest of the public. (2005 Code, sec. 8.3.16)~~

~~**Sec. 13.03.069—Carrying of permit**~~

~~In all cases where permits have been issued for the collection, removal, and disposal of garbage, trash, and rubbish, such permit shall be in the possession of the person rendering such service and shall be subject to inspection at all times. (2005 Code, sec. 8.3.17)~~

~~**Sec. 13.03.070—Identification of vehicles**~~

~~All trucks and containers used for the collection and transportation of garbage and trash shall be clearly marked with the owner's name and telephone number in letters not less than two (2) inches high. (2005 Code, sec. 8.3.13(F))~~

~~**Sec. 13.03.071—Covering of vehicles**~~

~~All vehicles used for the collection and transportation of garbage and trash shall be enclosed or covered with net, canvas, or wire to prevent the contents thereof from falling or blowing into the public streets or adjacent property. (2005 Code, sec. 8.3.13(G))~~

ARTICLE 13.04 WATER AND SEWER SERVICE

Division 1. Generally

Sec. 13.04.001 Definitions

As used in this article:

Director of public works or designee director. The city administrator or other person designated by the city council to manage and administer the water and sewer system of the city.

Person. Any person, firm, association of persons, or corporation, including a public, private or municipal corporation.

Water utility, water utilities or waterworks. The city waterworks system and mains, and all other works of the city directly connected with the operation of such water system, including the sanitary sewer system of the city.

(2005 Code, secs. 13.4.01–13.4.03)

Secs. 13.04.002–13.04.050 Reserved

Division 2. Water Meters

Sec. 13.04.051 Control of meters

All water furnished by the water utility to its consumers shall be measured by meters. The size, type and right to own and control all meters installed or used by consumers shall be determined by the water utility. (2005 Code, sec. 13.4.20)

~~**Sec. 13.04.052—Purchase and repair of meters**~~

~~All meters shall be purchased by the water users through the water utility. (2005 Code, sec. 13.4.21)~~

necessary, such repairs shall be made by the water utility at its expense. The meters shall remain the property of the city, whether purchased by the water user or the city. (2005 Code, sec. 13.4.21)

Sec. 13.04.0523 Charge in case of faulty meter Bill adjustment

- a. Inoperable/Faulty Meter: Should any meter fail to register correctly the amount of water used by a consumer since the previous reading, the right shall exist on the part of the water utility to average the month and charge for water on the basis of any three months' average; provided, however, that the months used for the purpose of making the average are comparable to the month(s) the water is used. The director is authorized to adjust disputed charges upon evidence satisfactory to the director of a meter malfunction, misreading or other documented error, ~~provided that such adjustment shall not exceed the sum of \$50.00. (2005 Code, sec. 13.4.22)~~
- b. Water Leak: Conditions arise that could merit a bill adjustment in the event of a water leak. The customer is asked to complete a Leak Adjustment form for the necessary details and acknowledge that an adjustment will be made only once in a 12 month period. A portion of the leak will be absorbed by the Water utility. The remaining balance will be the current bill owed by the customer. Adjustment is conducted on water charge only, not sewer charge. The Leak Adjustment Policy is used to calculate the adjustment. Leak Adjustment Policy is as follows.
 - i. The total adjusted water bill will be calculated using the following formula:
 - i. An adjusted leak water volume cost is first calculated which is derived from taking a volume average from the previous three months, subtracting the average from the actual billed gallons for the leak month, and multiplying the current rate charged to the City by the city of Arlington. This calculation will show the cost the City will pay regardless of any adjustment passed on to the customer.
 - ii. A three month volume average is then calculated by taking the three month volume average but subtracting the first 2,000 gallons, and multiplying by the current rate the City charges the customer.
 - iii. The total adjusted water bill is then calculated using the adjusted leak water volume cost, the three month average volume cost, and the minimum charge.

Diagram: Example Calculation

Leak Month	Aug-20
Leak Month Billed Gallons	105,454
Water Leak Adjustment Calculation	
<i>Previous 3 months :</i>	
July	89,413
June	53,000
May	37,000
3 Month Avg.	59,804
Leak Month Billed Gallons	105,454
3 Month Avg.	(59,804)
Gallons above avg.	45,650
Current Arlington Rate per 1K Gal	\$ 2.30
Adjusted Leak Water Volume Cost	\$ 104.99 A
3 Month Avg Volume (less 2K gal)	57,804
Current DWG Rate per 1K Gal	\$ 4.00
3 Month Avg Volume Cost	\$ 231.22 B
Minimum Charge	\$ 30.00 C
Total Adjusted Water Bill	\$ 366.21 =A+B+C
Actual Billed Water Amount	\$ 443.82
Water Leak Credit Adjustment	\$ (77.61)

- c. When it is observed that a meter registers "0" usage where service is known to be active, the following is used to estimate the billing adjustment for the water consumed but not metered: The account's historical-use data is utilized to find the lowest usage observed for the subject month(s). This same amount will be used in estimating the usage for the month it was not metered. If there is insufficient historical data for the subject month, use the best available data.

Secs. 13.04.0534-13.04.080 Reserved

Sec. 13.04.081 Billing and collection procedures; deposits

(a) Meters shall be read to ~~the nearest 1,000 the one~~ gallons monthly at approximately the same time each month and the consumer notified ~~in writing in the manner chosen by customer in writing~~ of the applicable charges and the due date for payment of such charges.

(b) Utility bills shall be due and payable on or before the 10th day of the month next following the month for which the charges are made. Utility bills not paid by the 10th day of the month shall be deemed delinquent, and the city shall collect ~~thereon~~ an additional amount equal to 10% of the bill, inclusive of water, sewer, household hazardous waste and solid waste collection charges, before delinquency, as penalty for late payment. ~~The total amount due to the city at the time of service cutoff shall accrue interest at 10% per annum from such cutoff date until paid.~~

(c) Water service on accounts not paid by the 10th day after the due date shall be cut off, ~~after 7 days' notice on the last Wednesday of the month~~, and a charge therefor in the amount prescribed in the fee schedule ~~in appendix A adopted by the City Council and available from the City Secretary of this code~~ shall be paid to the city before said water service is reconnected. ~~The city may allow, upon written request from the consumer, a payment plan agreement. Payment plans shall require payment in increments to allow payment in full by next billing date. In certain circumstances, the city administrator may allow a longer period to pay. In cases where more time is given, water shall be cut off if payee defaults on payment plan.~~

(d) ~~For customers who start or end with a partial month remaining, the following policy shall apply: Customers who establish/discontinue accounts with seven or less days remaining in a month are not charged the minimum charge. Customers who establish/discontinue accounts with more than seven day remaining in a month will have the minimum charge prorated based upon the number of days remaining in the month. Water and/or sewer rates shall apply to any customer using water and sewer service. Customers who have occupied the service address for less than a full billing cycle and have used less than the minimum amount of water shall be charged for 1/4 month, 1/2 month, or 3/4 month billing, or as near to one of the above as possible.~~

(e) Should service be discontinued as above stated, applicable service charges will be added to the delinquent amount due and the delinquent amount plus service charges must be paid before service is resumed. Additionally, if at the time of discontinuation of service the customer has not previously paid a service deposit as required by this code, such deposit shall be paid before service is resumed.

(f) The utility deposit shall be held by the city until such time as the ~~customer account is closed or the City receives information indicating the customer intended to close the account and/or is no longer using utility services, closes the account, discontinues service and demands refund of the deposit.~~ If the account has been paid in full at closing, including the final billing, the deposit shall be refunded in full. Should the account not be paid in full, the city may apply the deposit to the account balance and either refund the surplus deposit or bill for the excess account balance.

(g) Deposits shall be refundable under the conditions described herein. Charges are not refundable, and shall be cumulative.

(h) The schedule of customer deposits and charges shall be as provided in the fee schedule adopted by the City Council and available from the City Secretary in appendix A of this code.

(2005 Code, sec. 13.4.30)

Sec. 13.04.082 Water and sewer rates

(a) Water rates.

(1) The rates charged for water service furnished to customers within the corporate limits of the city shall be as provided in the fee schedule adopted by the City Council and available from the City Secretary in appendix A of this code.

(2) The water rates are based ~~upon the size of meter service and on~~ the amount of water used, as measured by a single meter, in increments of one ~~thousand (1000)~~ gallons.

(b) Sewer rates. The rates charged for sewer service furnished to customers within the corporate limits of the city shall be as provided in the fee schedule adopted by the City Council and available from the City Secretary in appendix A of this code.

(c) Contractors.

(1) All water usage necessary for the normal construction of water, sewer, street, and other public works projects shall be measured by meters furnished by the water utility and billed to the contractor's account based on the city's prevailing rates. Upon payment of the deposit, the contractor shall obtain a meter from the water utility and shall be responsible for the meter, valve, fittings, and hydrant. Any damages that may occur to the meter shall be repaired by the city at the contractor's expense. The contractor's deposit for the portable meter and deposits as outlined in the fee schedule adopted by the City Council and available from the City Secretary, less repair costs, if applicable, shall be refunded provided that the account has been paid in full.

(2) A meter may be moved to various locations, but the contractor shall report its location to the water utility at the time of any relocation. The contractor shall assure that the meter is read on or about the 15th day of each month by notifying the water utility of its location, ~~or bringing it to the water utility~~ 12.17.2020 Council Packet Pg. 118 of 240 ~~the reading~~

and sending to the water utility. Failure to comply with this provision shall result in a penalty charge to the contractor's account in an amount equal to the monthly billing for 100,000 gallons of water.

(2005 Code, sec. 13.4.31)

Sec. 13.04.083 New accounts; taps

(a) To open a new water account, water customers shall be required to make a deposit with the city that conforms to the established policy of the water utility as outlined in the fee schedule adopted by the City Council and available from the City Secretary.

(b) Bills may be paid by cash, check, ~~or~~ money order, or credit card. The water utility reserves the right to refuse payment by personal check if through experience or other information there is reason to believe the check will not be honored at the payer's bank.

(c) A charge shall be made by the water utility for each new tapping of or connection to any water main or sanitary sewer line of the city, said charge to be determined by the size of the connection in accordance with the schedule therefor provided in the fee schedule adopted by the City Council and available from the City Secretary in appendix A of this code.

(d) In addition to the charges set forth in subsection (c) above, customer shall be responsible for paying any additional costs such as street patching as set forth in the fee schedule adopted by the City Council and available from the City Secretary. If third party services are used, the customer is responsible for coordinating, hiring, and paying for said services in accordance with the city fee schedule. City shall supervise and inspect work prior to applicant receiving water services.

~~(1) Condition I shall exist when a service line is in place, complete with angle stop or curb stop, and the water utility sets a meter and box.~~

~~(2) Condition II shall exist when the city main must be tapped for service, no street cut is required for the service line, and the meter is set within eight (8) feet of the tap.~~

~~(3) Condition III shall exist when a street cut is required for the tap. This charge shall include patching of the street and a maximum of 40 feet of service line.~~

~~(4) Condition IV shall exist when the street proposed to be cut is a major thoroughfare. In such event, no cut shall be made if boring is possible in the judgment of the city. Boring fees shall be as provided in the fee schedule in appendix A of this code.~~

~~(5) A credit will be given when the property owner has met all of the following conditions:~~

~~(A) The city is provided with invoices and written proof that all costs of tap installation, both labor and materials, have been paid; and~~

~~(B) All work done, both labor and materials, complies with city specifications therefor.~~

~~No credit shall have the effect of reducing the tap and meter fee to an amount less than the fees herein provided for in Condition I.~~

~~(ed) For tap and/or meter sizes other than those described above, work not addressed in the fee schedule adopted by the City Council and available from the City Secretary, the water utility shall charge the actual costs incurred by the water utility of furnishing and installing the tap and meter, including all labor, materials, and equipment necessary to make the tap, run the service line, set the meter and box, and any other work reasonably necessary thereto.~~

(f) All street cuts require Council approval. For major thoroughfares, no cut shall be made if boring is possible in the judgment of the City.

~~(ge) On sewer services 5" and larger in size, a manhole approved by the director shall be installed at the city sewer main over the sewer service unless a wye has been installed at the time the main was laid.~~

~~(fh) It shall be the responsibility of the property owner to maintain the sewer service from the sewer main to and on his property, including the connection to the sewer main. The cost of the manhole and sewer service shall be paid by the customer.~~

(2005 Code, sec. 13.4.32)

Sec. 13.04.084 Service outside corporate limits

(a) Water rates. The rate charged by the city for water outside the corporate limits of the city shall be determined by the city council.

(b) Sewer rates. The rates charged by the city for sewer service outside the corporate limits of the city shall be determined by the city council.

(2005 Code, sec. 13.4.34)

Secs. 13.04.085–13.04.120 Reserved

Division 4. Regulations and Restrictions on Service

Sec. 13.04.121 Responsibility for leakage

(a) All property owners, their agents and tenants shall be held responsible as consumers for loss of water due to leakage in pipes or plumbing. If lost water is not paid for according to the rates provided therefor, when payment is due, the water service shall be cut off by the water utility and not turned on again until all claims are paid. In the event of any change in tenancy in rental property where there exists, at such time, leakage, such condition shall be corrected to the satisfaction of the water utility before service will be restored.

(b) If any customer shall be indebted to the water utility on any account at his current or previous place of consumption, such service shall be discontinued by the city until payment in full, plus any service charge, is made.

(2005 Code, sec. 13.4.40)

Sec. 13.04.122 Opening curb stop

No plumber or any other person shall open the street curb stop after same has been closed by the water utility without a written permit first being obtained from the water utility. (2005 Code, sec. 13.4.41)

Sec. 13.04.123 Extension of water service to other premises prohibited

After water is introduced into a building or upon any premises, the same shall not be extended by any plumber or any other person to any other premises for additional fixtures. (2005 Code, sec. 13.4.42)

Sec. 13.04.124 Separate service pipe required for each house

Two houses shall not be permitted to be supplied with one service pipe where there is a water main in front of the premises, but shall have separate service pipes, unless approved otherwise by the director of utilities. (2005 Code, sec. 13.4.43)

Sec. 13.04.125 Repair and renewal of service pipes

The water utility reserves the right to make all repairs and renewals of service pipes from the main to the meter, and it shall be unlawful for any other person to repair or renew service pipes from the main to the meter without first obtaining the written consent of the water utility. (2005 Code, sec. 13.4.44)

Sec. 13.04.126 Connections to multiple-unit buildings

All buildings used as duplexes, townhouses, shopping malls, apartment houses, etc., shall be required to provide a separate connection and meter with the main for each dwelling or rental unit, if each tenant is responsible for his own water account. Upon noncompliance with this provision, the water utility shall cut off the supply for the entire building or any portion thereof deemed by it to be proper. If the entire water service to a multiple-unit building is provided through one meter and connection, the charges for water and sewer shall be the obligation of and paid by the building owner. If payment is to be made by the building owner through an agent, the owner shall furnish to the city written proof of the agent's authority prior to initiation of utility service, or upon demand of the city. (2005 Code, sec. 13.4.45)

Sec. 13.04.127 Disconnection or Interruption of service by water utility

(a) The right is reserved in the water utility to temporarily discontinue and to reconnect, without notice, water supply to any and all consumers for any of the following reasons: the purpose of making repairs, connections, extensions, or cleaning of mains, machinery, reservoirs or any part of said water system. (2005 Code, sec. 13.4.46)

1) Making repairs, connections, extensions, or cleaning of mains, machinery, reservoirs or any part of said water system

2) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to, a public health nuisance as defined in Sections 341.011 of the Texas Health and Safety Code, or there is reason to believe a dangerous or hazardous condition exists and the Customer refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition.

3) Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment

4) In instances of tampering with the water utility's meter or equipment, by-passing the meter or equipment, or other diversion of service.

5) The customer remits a check as payment to unlock or reconnect service, and the check is determined to be of non-sufficient funds.

(b) Outside of the above temporary reasons initiated by the utility, disconnection or discontinuing of water supply shall only be permitted for closure of a utility account. There shall be no temporary disconnection permitted when an existing

utility customer does not intend to close the utility account. When an account is disconnected, reconnection fees shall be paid in accordance with fee schedule adopted by the City Council and available from the City Secretary.

13.04.128 Disconnection on Holidays and Weekends

Unless a potentially hazardous condition exists, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the Water utility are not available to the public for the purpose of making collections and reconnecting service.

13.04.129 Disconnection for Ill and Disabled

The water utility may not discontinue service to a delinquent residential Customer permanently residing in an individually metered dwelling unit when that Customer establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. Each time a Customer seeks to avoid termination of service under this Sub-section, the Customer must have the attending physician call or contact the water utility within sixteen (16) days of issuance of the bill. A written statement must be received by the water utility from the physician within twenty-six (26) days of the issuance of the utility bill. The prohibition against service termination shall last sixty-three (63) days from the issuance of the utility bill or such lesser period as may be agreed upon by the Water utility and Customer's physician. The Customer shall enter into a payment plan agreement.

Sec. 13.04.13028 Tapping of street mains

It shall be unlawful for any plumber or person, other than a contractor employed by the water utility, to tap any street main, make connections with the street mains or extend service pipes from the mains to the meters, and to place a curb-stop and meter box at the point, and all of such equipment shall be under the exclusive control of the water utility. Said tap and service shall be paid for by the person ordering the work done before work is commenced, according to schedule of prices shown in the fee schedule adopted by the City Council and available from the City Secretary in appendix A of this code. (2005 Code, sec. 13.4.47)

Sec. 13.04.13129 Use of fire hydrants

It shall be unlawful for any person except a member of the fire department or employees of the water utility to open or use water from a fire hydrant or to take off the cap without permission from the water utility, except for the use of construction water with the proper construction meter attached to the fire hydrant. (2005 Code, sec. 13.4.48)

Sec. 13.04.1320 Malicious interference with water service

~~It shall be unlawful for any person, individually or in association with others, to willfully break, injure or tamper with any part of the water utility system for any purpose whatsoever, or in any other manner to maliciously interfere with or prevent the running and operating of such system. (2005 Code, sec. 13.4.49)~~

~~**State law reference** Criminal mischief by tampering with public communications, public water, gas, or power supply, V.T.C.A., Penal Code, sec. 28.03.~~

Meter-tampering, by-passing, or diversion are strictly prohibited, including any tampering with the water utility's service equipment, by-passing the same, or other instances of diversion, such as:

- a. removing a locking or shut-off device used by the water utility to discontinue service;
- b. physically disorienting the meter,
- c. attaching objects to the meter to divert service or to by-pass;
- d. inserting objects into the meter; or
- e. other electrical or mechanical means of tampering with, by-passing, or diverting service.

Photographic evidence or any other reliable and credible evidence may be used to establish that a violation of this prohibition has occurred and to justify appropriate action by the water utility. A court finding of meter tampering may be used instead of photographic or other evidence, if applicable. Violation of this prohibition may be prosecuted to the extent allowed by law under the Texas Penal Code 28.03.

Sec. 13.04.131 Diversion of water from metered flow

~~Whoever by any means or device prevents water from passing through any meter belonging to the water utility, or prevents any meter used in connection with the supply of water to any consumer by the utility from registering the amount of water passing through such meter, or prevents a meter from duly registering the quantity of water supplied or in any way interferes with its proper action or just registration, or, without the consent in writing of the director, diverts the water from any pipe or pipes of the water utilities, or otherwise uses, or causes to be used, without the consent of the director, any water produced or distributed by said water utility department, or retains possession of, or refuses to deliver, any meter or other appliance loaned to him by the water utility for the purpose of furnishing water through same, shall be in violation of these rules and regulations and shall be deemed guilty of a misdemeanor. The presence at any time on or about any such meter or pipe of any device or pipes resulting in the diversion of water or prevention of its free passage and registration by the meter as above defined, or~~

~~prevention of the water reaching the meter, or resulting in the prevention of the just registration of the meter or meters or the taking of any water except through a meter as above set forth, shall constitute prima facie evidence on the part of the person owning or having custody and control of the room, building, place or premises where such device or pipe is, of knowledge of the existence thereof and knowledge of such existence to the person who would be benefited by the failing of the water to be properly metered, and shall further constitute prima facie evidence of the intention on the part of such person or persons to defraud, and shall bring such person prima facie within the scope, meaning and penalties of this section and this article. (2005 Code, sec. 13.4.50)~~

Sec. 13.04.133 Fee for Unauthorized Actions (Tampering)

~~If the water utility's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair or replacement of the water utility's facilities and shall be paid before service is reestablished. . All components of this fee will be itemized, and a statement shall be provided to the Customer. Note: Payment of this fee will not preclude the water utility from requesting appropriate criminal prosecution for any act resulting in equipment damage or theft of service or violating this ordinance.~~

Sec. 13.04.13~~2~~⁴ Water used in construction

Where water is used in the construction or repair of property or where water has not been turned on by the water utility for construction use on the premises, water shall not be turned on until a charge for service is paid. The water utility reserves the right to estimate the amount of water used. ~~(2005 Code, sec. 13.4.51)~~

Sec. 13.04.13~~3~~⁵ Repair of meters and meter boxes; testing of meters

(a) All water meters and meter boxes furnished by the city shall remain at all times the property of the city, and shall be maintained and repaired by the city and shall be replaced when rendered by the director to be unserviceable through fair wear and tear. When replacements, repairs, or adjustments of any meter or meter box are rendered necessary by the act, neglect, or carelessness of the owner or occupant of any premises, and if not paid, service shall be disconnected.

(b) When any consumer of water is of the opinion that the meter through which the water is supplied is incorrect for any reason, he may make application to the water utility to have the meter examined and tested. It is provided further that the director may require such customer to pay a fee for removing and testing the meter. The fee for removing and testing the water meter shall be as provided in the fee schedule ~~adopted by the City Council and available from the City Secretary. in appendix A of this code.~~

(c) If any meter one inch (1") or smaller shall, upon testing, have been found to register over two percent more water than actually passed through it, based on a series of tests over the range of flow recommended by its manufacturer, another meter will be substituted therefor and the fee charged in the application for such test will be credited to the person making the application and the account adjusted for a period not exceeding the most recent three months' billing period prior to such test. If any meter one inch (1") or larger (upon examination and test) is found to register over three percent more water than actually passed through it, the same adjustment shall apply.

(2005 Code, sec. 13.4.52)

Sec. 13.04.13~~4~~⁶ Installation of check valve or backflow prevention device

If, in the judgment of the director, a check valve or backflow and backsiphonage device is necessary for the safety of the water system, he will give notice in writing to the customer to install such device immediately. Any such device shall be of a type approved by the director. The customer will install such approved device at his own expense, and failure, refusal, or inability of the customer to install such device immediately shall constitute a ground for discontinuing water service to the premises until such device has been installed. (2005 Code, sec. 13.4.53)

Sec. 13.04.13~~5~~⁷ City not liable for damage due to interruption of water service

All persons operating boilers, air conditioning equipment or other water-consuming devices, which may become damaged due to the interruption of water service, and which are supplied directly with city water, do so at their own risk. The city shall not be liable for any damage that may occur on account of the water being cut off for any purpose, or on account of the breaking of any pipe or fixture by pressure of the water from the city mains. (2005 Code, sec. 13.4.54)

Sec. 13.04.13~~6~~⁸ Meters or fire hydrants exposed to damage from traffic

It shall be unlawful to build driveways or other driving surfaces or areas in such manner as to expose any meter or fire hydrant to damage from traffic. Whenever the property owner requests the moving of any meter or fire hydrant, such cost shall be the expense of the property owner. (2005 Code, sec. 13.4.55)

Sec. 13.04.13~~7~~⁹ Reselling water

It shall be unlawful for any person to sell or resell water from the city water utility for domestic or any other uses within or without the city without receiving a permit to do so from the city. (2005 Code, sec. 13.4.56)

Sec. 13.04.1~~0~~³~~8~~ Connection to sanitary sewer required

(a) The use of any premises in the city in such manner that sewage is allowed to accumulate or flow upon the surface of any such property, or the discharge of sewage done in such a manner as to pollute the surface soil, the contamination of any drinking water supply, the infection of flies or cockroaches or the creation of any other nuisance within the city is hereby declared a nuisance, if connection with any line of the sanitary sewer system of the city exists which is adequate to handle such sewage.

(b) It shall be the duty of any persons owning or occupying improved property within the city which can be feasibly connected to the city sewer system to connect such property and the improvements thereon with the city water services if the same exist in the street, alley, or other public way or water right-or-way abutting the premises.

(c) Where city sanitary sewer service is not available in the abutting streets, alleys, or other public ways, or other utility rights-of-way, but subsequently is laid therein, it shall be the duty of the owner or occupant of such property whose sewage disposal is a nuisance as herein defined, within one year after the same becomes available, to connect therewith. Such connections shall be made subject to the applicable charges provided by the then-current ordinances of the city.

(d) It shall be the duty of the director to notify the owner or occupant of every building situated where there has been laid a sanitary sewer, and where there is sufficient water service from the city's waterworks, to make connections with the city's sanitary sewer. Any such owner or occupant of any building so situated who shall fail to make connection with the city sanitary sewer within sixty (60) days after receipt of such notice from the director shall be deemed guilty of a misdemeanor.

(2005 Code, sec. 13.4.57)

Sec. 13.04.14139 Fire sprinkler system or fire service

(a) No connection for a fire sprinkler or fire service shall be permitted unless application therefor has been made and granted by the water utility and approved by the building official of the city. In no instance shall any connection be made with any fire sprinkler or fire service without the written consent of the water utility. Should it be found that any unauthorized connection has been made, or that any water has been used from a sprinkler or fire service for any other purposes than extinguishing a fire, or that a waste of water is permitted from such connection through leaks in the pipes or fixtures, the water service shall be cut off and not turned on until a meter of the size and kind prescribed by the director shall have been furnished and installed at the expense of the customer.

(b) The furnishing, installation, maintenance and inspection of all meters and services, checks, bypasses, valves, piping, and other appurtenances necessary for the installation and operation of fire sprinkler systems and fire services shall be the expense of the customer.

(2005 Code, sec. 13.4.58)

Secs. 13.04.1420–13.04.160 Reserved

Division 5. Water System Access Fees

Sec. 13.04.161 Fort Worth system facility access fee (impact fees)

The system facility access fees are those imposed upon the City of Dalworthington Gardens by the City of Fort Worth for providing water service to new development contained within the incorporated city limits of Dalworthington Gardens and to which service is provided either directly or indirectly by the City of Fort Worth water system. The system facility access fees for residential and other classes of customers shall be the applicable system facility access fees set and assessed by the City of Fort Worth pursuant to the wholesale water contract between Fort Worth and Dalworthington Gardens. (Ordinance 17-14, sec. 1, adopted 5/18/17)

ARTICLE 13.03 SOLID WASTE

Division 1. Generally

Sec. 13.03.001 Title

This article shall be known as the garbage and trash disposal ordinance of the city. (2005 Code, sec. 8.3.01)

Sec. 13.03.002 Definitions

The following words and terms, when used in this article, shall have the meanings respectively ascribed to them in this section:

Acceptable waste. Any nonhazardous garbage, trash, debris, brush, bulky waste, dead animals, stable matter, yard waste, recyclable materials and other refuse which the collector is legally permitted to accept for collection and delivery for disposal pursuant to the terms of its operating permit(s), including, but not limited to acceptable brush, commercial waste, industrial waste and residential waste, but excluding unacceptable waste.

Approved container. A receptacle for garbage and trash meeting specifications prescribed by the city.

Brush. Tree and shrub trimmings which are not susceptible to placement in regulation containers.

City. The City of Dalworthington Gardens; for the purposes of the notices, consents and approvals required by this article, the water and sewer superintendent of the city or his duly authorized representative.

Collector. The person, firm or corporation under contract to the city to perform on its behalf the functions of collecting and disposing of garbage, trash and other solid wastes within the city.

Commercial waste. All types of acceptable waste generated or discarded by stores, offices, restaurants, warehouses, multifamily housing units which utilize commercial containers and other nonmanufacturing activities at commercial and industrial units, excluding residential waste and industrial waste.

Customer. Any owner, occupant, tenant, or person otherwise in control of any premises in the city on which garbage and trash are accumulated and from which the same is removed or required to be removed pursuant to the terms of this article.

Debris. Dirt, concrete, rocks, bricks, or other waste building material.

Garbage. Refuse animal or vegetable matter, as from a kitchen or food processing facility.

Industrial waste. Any acceptable waste resulting from or incidental to any process of industry or manufacturing, mining or agricultural operations. The term "industrial waste" shall include class III industrial solid waste (as defined under title 30, part I, chapter 330, subchapter A, rule 330.2 of the Texas Administrative Code), but shall exclude unacceptable waste and class I industrial solid waste and class II industrial solid waste.

Residential. Pertaining to any structure or premises used for permanent living quarters of whatever type, including conventional one-family residences, duplexes, multifamily residences, apartments, or mobile homes.

Trash. All refuse other than garbage, debris, and brush, as herein defined, including any household trash and yard trash (grass clippings, leaves, etc.).

(2005 Code, sec. 8.3.02)

Sec. 13.03.003 Duties of city as to inspection and enforcement

In addition to the usual enforcement agencies of the city, it is hereby made the duty of the city to determine whether or not garbage, trash and rubbish are being properly collected, removed and disposed of as required by the provisions of this article or any other applicable health ordinance. In the event it is found that this article or any other applicable ordinance is being violated, appropriate and timely action shall be taken to insure full compliance with its provisions. (2005 Code, sec. 8.3.18). A user who has violated, or continues to violate, any provision of this article, shall be liable to the city for a maximum civil penalty of two thousand dollars (\$2,000.00) per violation, per day.

Sec. 13.03.004 Collection required; Authority to collect

- (a) Every person who owns, occupies, or controls any premises in the city shall have garbage and trash removal.
- (b) No person shall collect garbage, trash, or refuse within the City except a person, firm, or corporation who has a contract or franchise with the City.

Sec. 13.03.005 Containers required; containers to be kept closed

- (a) Duty to provide containers. Every customer shall provide and use approved containers sufficient in number to hold the garbage and trash normally accumulating on the premises of said customer.

(b) Duty to secure containers. Every customer shall keep all garbage and trash containers used by it securely closed in such a manner as to prevent the scattering of the contents thereof and to render said contents inaccessible to insects, rodents, and other animals.

(2005 Code, sec. 8.3.03)

Sec. 13.03.006 Placement of containers for residential customers

It shall be the duty of each customer of residential premises in the city to place garbage and trash containers at locations as follows:

(1) Premises on alleys. If the premises from which garbage and trash are to be collected are adjacent to a dedicated public alley, the customer shall place all containers adjacent to the alley at a location on the premises and easily accessible to the collector from outside said premises.

(2) Other premises. In the event there is no alley adjacent to the premises, the customer shall place all containers for collection at curbside on the street on which said premises are addressed.

(3) Designation of collection point. In the event it is not practical to place containers for collection at locations hereinabove provided, the city shall designate the point most easily accessible for collection in such instances.

(4) Time of placement. All containers shall be placed at the hereinabove prescribed locations not later than 7:00 a.m. on the day of scheduled collection.

(2005 Code, sec. 8.3.04)

Sec. 13.03.007 Bundled trash and brush

Trash shall be bundled in the manner required by the collector with which the city is contracted and shall be placed for collection as provided in [section 13.03.006](#) hereof. Brush shall be cut and bundled in the manner required by the collector with which the city is contracted and made publicly available on the City's website. No bundle, container, or other item shall weigh more than the weight outlined in the requirements prescribed by the collector.

Sec. 13.03.008 Rates for residential and commercial customers

The charges for collection of residential garbage, trash and recycling, and commercial garbage and trash shall be as established in the fee schedule adopted by the City Council and available from the City Secretary. Said charges shall accrue for each and every month or any portion thereof during which such service is available and provided to the customer. When a customer has an active water account with the city, said charges shall be due and payable simultaneously with charges for water service.

(2005 Code, sec. 8.3.06)

Sec. 13.03.009 Placement of containers for commercial, institutional and industrial customers

(a) It shall be the duty of the owner or person otherwise in control of the commercial, institutional, or industrial premises within the city to cause all garbage and trash accumulated on said premises to be placed at a location on the premises which is readily accessible to the collector and approved by the city. Commercial type containers shall be placed at a location on the premises arranged by the customer and the collector. (2005 Code, sec. 8.3.07)

(b) Commercial, institutional, and industrial customers shall be required to screen container from public view, and such container shall have an opening of at least twelve feet (12') for container access. If gates are used, the customer will ensure that they are tied open for easy access by Collector on the dates collection is scheduled. Commercial-type containers shall be provided by the City's designated Collector. **[Move to Zoning Ordinance once council approves language].**

Sec. 13.03.010 Payment of charges

The charges fixed herein for the removal and disposal of all garbage and trash shall be entered by the city against the customer, and such charges shall be collected at the same time as water and sewer charges as provided in section 13.04.081 hereof. A person who shall fail or refuse to pay the charges herein on the date the same shall become due and payable shall have his garbage service suspended, and the city shall be notified immediately for appropriate action in accordance with the provisions in this article.

Sec. 13.03.011 Draining and wrapping of garbage and trash

All garbage or trash that is mixed with water or other liquids shall be drained before being put into a garbage or trash container. All animal matter subject to decomposition shall be well wrapped in paper or other combustible material before being deposited in such container. (2005 Code, sec. 8.3.10(B))

Sec. 13.03.012 Prohibited acts

- (a) Depositing litter or unsanitary matter. It shall be unlawful for any person to sweep, throw, or deposit any garbage, trash, debris, stagnant water, or dead animals into, upon or along any drain, gutter, alley, sidewalk, street, or vacant lot, or upon any public or private premises within the city.
- (b) Maintaining prohibited condition. It shall be unlawful for any person owning or otherwise in control of any premises within the city to permit any of the conditions described in subsection (a) of this section to exist upon property owned or controlled by him after having actual or constructive notice thereof.
- (c) Placing debris in disposable container. It shall be unlawful for any person to place debris in any disposable container herein required to be used for garbage and trash.
- (d) Open bins and unapproved containers prohibited. It shall be unlawful for any person to deposit or maintain trash in open bins or other containers not designated as approved containers as that term is herein defined.
- (e) Placing burning materials in container. It shall be unlawful for any person to deposit any burning match, charcoal, ember or other material in any container used for the disposal of garbage, trash or any other flammable substance.

(2005 Code, sec. 8.3.12)

State law reference—Texas Litter Abatement Act, V.T.C.A., Health and Safety Code, ch. 365.

Sec. 13.03.013 Wastes from building operations

Rock, waste, scrap building materials, or other trash resulting from construction or major remodeling, resulting from general cleanup of vacant or improved property just prior to its occupancy, or resulting from sizable amounts of trees, brush, and debris cleared from property in preparation for construction, will not be removed by the city as a regular service. The owner will have such debris removed at his expense. (2005 Code, sec. 8.3.19)

Sec. 13.03.014 Wastes from commercial tree trimming operations

It shall be the duty of any person employing a contractor, tree trimmer, or other person to trim or prune trees or shrubs to have said trimmings removed from the premises at his own expense. (2005 Code, sec. 8.3.20)

Sec. 13.03.015 Recycling program

- (a) It is the policy of the city to encourage the recycling of certain types of solid waste materials in order to reduce landfill needs and to conserve natural resources.
- (b) Every residential customer shall be charged for a recycling program. All pickups shall be in recycling bins prescribed by the city. A list of acceptable items can be found on the city’s website.

13.03.016 Household Hazardous Waste Program

- (a) Every residential customer shall be charged for a household hazardous waste program. All pickups shall be in the manner prescribed by the city. A list of acceptable items can be found on the city’s website.

Secs. 13.03.017–13.03.060 Reserved

ARTICLE 13.04 WATER AND SEWER SERVICE

Division 1. Generally

Sec. 13.04.001 Definitions

As used in this article:

Director of public works or designee. The city administrator or other person designated by the city council to manage and administer the water and sewer system of the city.

Person. Any person, firm, association of persons, or corporation, including a public, private or municipal corporation.

Water utility, water utilities or waterworks. The city waterworks system and mains, and all other works of the city directly connected with the operation of such water system, including the sanitary sewer system of the city.

(2005 Code, secs. 13.4.01–13.4.03)

Division 2. Water Meters

Sec. 13.04.051 Control of meters

All water furnished by the water utility to its consumers shall be measured by meters. The size, type and right to own and control all meters installed or used by consumers shall be determined by the water utility. (2005 Code, sec. 13.4.20)

Sec. 13.04.052 Bill adjustment

- a. Inoperable/Faulty Meter: Should any meter fail to register correctly the amount of water used by a consumer since the previous reading, the right shall exist on the part of the water utility to average the month and charge for water on the basis of any three months’ average; provided, however, that the months used for the purpose of making the average are comparable to the month(s) the water is used. The director is authorized to adjust disputed charges upon evidence satisfactory to the director of a meter malfunction, misreading or other documented error.
- b. Water Leak: Conditions arise that could merit a bill adjustment in the event of a water leak. The customer is asked to complete a Leak Adjustment form for the necessary details and acknowledge that an adjustment will be made only once in a 12 month period. A portion of the leak will be absorbed by the Water utility. The remaining balance will be the current bill owed by the customer. Adjustment is conducted on water charge only, not sewer charge. The Leak Adjustment Policy is used to calculate the adjustment. Leak Adjustment Policy is as follows.
 - i. The total adjusted water bill will be calculated using the following formula:
 - i. An adjusted leak water volume cost is first calculated which is derived from taking a volume average from the previous three months, subtracting the average from the actual billed gallons for the leak month, and multiplying the current rate charged to the City by the city of Arlington. This calculation will show the cost the City will pay regardless of any adjustment passed on to the customer.
 - ii. A three month volume average is then calculated by taking the three month volume average but subtracting the first 2,000 gallons, and multiplying by the current rate the City charges the customer.
 - iii. The total adjusted water bill is then calculated using the adjusted leak water volume cost, the three month average volume cost, and the minimum charge.

Diagram: Example Calculation

Leak Month	Aug-20
Leak Month Billed Gallons	105,454
Water Leak Adjustment Calculation	
<i>Previous 3 months :</i>	
July	89,413
June	53,000
May	37,000
3 Month Avg.	59,804
Leak Month Billed Gallons	105,454
3 Month Avg.	(59,804)
Gallons above avg.	45,650
Current Arlington Rate per 1K Gal	\$ 2.30
Adjusted Leak Water Volume Cost	\$ 104.99 A
3 Month Avg Volume (less 2K gal)	57,804
Current DWG Rate per 1K Gal	\$ 4.00
3 Month Avg Volume Cost	\$ 231.22 B
Minimum Charge	\$ 30.00 C
Total Adjusted Water Bill	\$ 366.21 =A+B+C
Actual Billed Water Amount	\$ 443.82
Water Leak Credit Adjustment	\$ (77.61)

- c. When it is observed that a meter registers “0” usage where service is known to be active, the following is used to estimate the billing adjustment for the water consumed but not metered: The account’s historical-use data is utilized to find the

lowest usage observed for the subject month(s). This same amount will be used in estimating the usage for the month it was not metered. If there is insufficient historical data for the subject month, use the best available data.

Secs. 13.04.053–13.04.080 Reserved

Division 3. Rates, Charges and Billing

Sec. 13.04.081 Billing and collection procedures; deposits

- (a) Meters shall be read to the one gallon monthly at approximately the same time each month and the consumer notified in the manner chosen by customer in writing of the applicable charges and the due date for payment of such charges.
- (b) Utility bills shall be due and payable on or before the 10th day of the month next following the month for which the charges are made. Utility bills not paid by the 10th day of the month shall be deemed delinquent, and the city shall collect an additional amount equal to 10% of the bill, inclusive of water, sewer, household hazardous waste and solid waste collection charges, before delinquency, as penalty for late payment.
- (c) Water service on accounts not paid by the 10th day after the due date shall be cut off, on the last Wednesday of the month, and a charge therefor in the amount prescribed in the fee schedule adopted by the City Council and available from the City Secretary shall be paid to the city before said water service is reconnected. The city may allow, upon written request from the consumer, a payment plan agreement. Payment plans shall require payment in increments to allow payment in full by next billing date. In certain circumstances, the city administrator may allow a longer period to pay. In cases where more time is given, water shall be cut off if payee defaults on payment plan.
- (d) For customers who start or end with a partial month remaining, the following policy shall apply: Customers who establish/discontinue accounts with seven or less days remaining in a month are not charged the minimum charge. Customers who establish/discontinue accounts with more than seven day remaining in a month will have the minimum charge prorated based upon the number of days remaining in the month.
- (e) Should service be discontinued as above stated, applicable service charges will be added to the delinquent amount due and the delinquent amount plus service charges must be paid before service is resumed. Additionally, if at the time of discontinuation of service the customer has not previously paid a service deposit as required by this code, such deposit shall be paid before service is resumed.
- (f) The utility deposit shall be held by the city until such time as the account is closed or the City receives information indicating the customer intended to close the account and/or is no longer using utility services. If the account has been paid in full at closing, including the final billing, the deposit shall be refunded in full. Should the account not be paid in full, the city may apply the deposit to the account balance and either refund the surplus deposit or bill for the excess account balance.
- (g) Deposits shall be refundable under the conditions described herein. Charges are not refundable, and shall be cumulative.
- (h) The schedule of customer deposits and charges shall be as provided in the fee schedule adopted by the City Council and available from the City Secretary.

(2005 Code, sec. 13.4.30)

Sec. 13.04.082 Water and sewer rates

- (a) Water rates.
 - (1) The rates charged for water service furnished to customers within the corporate limits of the city shall be as provided in the fee schedule adopted by the City Council and available from the City Secretary.
 - (2) The water rates are based on the amount of water used, as measured by a single meter, in increments of one gallon.
- (b) Sewer rates. The rates charged for sewer service furnished to customers within the corporate limits of the city shall be as provided in the fee schedule adopted by the City Council and available from the City Secretary.
- (c) Contractors.
 - (1) All water usage necessary for the normal construction of water, sewer, street, and other public works projects shall be measured by meters furnished by the water utility and billed to the contractor's account based on the city's prevailing rates. Upon payment of the deposit, the contractor shall obtain a meter from the water utility and shall be responsible for the meter, valve, fittings, and hydrant. Any damages that may occur to the meter shall be repaired by the city at the contractor's expense. The contractor's deposit for the portable meter and deposits as outlined in the fee schedule adopted by the City Council and available from the City Secretary, less repair costs, if applicable, shall be refunded provided that the account has been paid in full.
 - (2) A meter may be moved to various locations, but the contractor shall report its location to the water utility at the time of any relocation. The contractor shall assure that the meter is read on or about the 15th day of each month by notifying the water utility of its location, bringing it to the water utility for reading and

sending to the water utility. Failure to comply with this provision shall result in a penalty charge to the contractor's account in an amount equal to the monthly billing for 100,000 gallons of water.

(2005 Code, sec. 13.4.31)

Sec. 13.04.083 New accounts; taps

(a) To open a new water account, water customers shall be required to make a deposit with the city that conforms to the established policy of the water utility as outlined in the fee schedule adopted by the City Council and available from the City Secretary.

(b) Bills may be paid by cash, check, money order, or credit card. The water utility reserves the right to refuse payment by personal check if through experience or other information there is reason to believe the check will not be honored at the payer's bank.

(c) A charge shall be made by the water utility for each new tapping of or connection to any water main or sanitary sewer line of the city, said charge to be determined by the size of the connection in accordance with the schedule therefor provided in the fee schedule adopted by the City Council and available from the City Secretary.

(d) In addition to the charges set forth in subsection (c) above, customer shall be responsible for paying any additional costs such as street patching as set forth in the fee schedule adopted by the City Council and available from the City Secretary. If third party services are used, the customer is responsible for coordinating, hiring, and paying for said services in accordance with the city fee schedule. City shall supervise and inspect work prior to applicant receiving water services.

(e) For work not addressed in the fee schedule adopted by the City Council and available from the City Secretary, the water utility shall charge the actual costs incurred by the water utility, including all labor, materials, and equipment necessary to make the tap, run the service line, set the meter and box, and any other work reasonably necessary thereto.

(f) All street cuts require Council approval. For major thoroughfares, no cut shall be made if boring is possible in the judgment of the City.

(g) On sewer services 5" and larger in size, a manhole approved by the director shall be installed at the city sewer main over the sewer service unless a wye has been installed at the time the main was laid.

(h) It shall be the responsibility of the property owner to maintain the sewer service from the sewer main to and on his property, including the connection to the sewer main. The cost of the manhole and sewer service shall be paid by the customer.

(2005 Code, sec. 13.4.32)

Sec. 13.04.084 Service outside corporate limits

(a) Water rates. The rate charged by the city for water outside the corporate limits of the city shall be determined by the city council.

(b) Sewer rates. The rates charged by the city for sewer service outside the corporate limits of the city shall be determined by the city council.

(2005 Code, sec. 13.4.34)

Secs. 13.04.085–13.04.120 Reserved

Division 4. Regulations and Restrictions on Service

Sec. 13.04.121 Responsibility for leakage

(a) All property owners, their agents and tenants shall be held responsible as consumers for loss of water due to leakage in pipes or plumbing. If lost water is not paid for according to the rates provided therefor, when payment is due, the water service shall be cut off by the water utility and not turned on again until all claims are paid. In the event of any change in tenancy in rental property where there exists, at such time, leakage, such condition shall be corrected to the satisfaction of the water utility before service will be restored.

(b) If any customer shall be indebted to the water utility on any account at his current or previous place of consumption, such service shall be discontinued by the city until payment in full, plus any service charge, is made.

(2005 Code, sec. 13.4.40)

Sec. 13.04.122 Opening curb stop

No plumber or any other person shall open the street curb stop after same has been closed by the water utility without a written permit first being obtained from the water utility. (2005 Code, sec. 13.4.41)**2.17.2020 Council Packet Pg. 129 of 240**

Sec. 13.04.123 Extension of water service to other premises prohibited

After water is introduced into a building or upon any premises, the same shall not be extended by any plumber or any other person to any other premises for additional fixtures. (2005 Code, sec. 13.4.42)

Sec. 13.04.124 Separate service pipe required for each house

Two houses shall not be permitted to be supplied with one service pipe where there is a water main in front of the premises, but shall have separate service pipes, unless approved otherwise by the director of utilities. (2005 Code, sec. 13.4.43)

Sec. 13.04.125 Repair and renewal of service pipes

The water utility reserves the right to make all repairs and renewals of service pipes from the main to the meter, and it shall be unlawful for any other person to repair or renew service pipes from the main to the meter without first obtaining the written consent of the water utility. (2005 Code, sec. 13.4.44)

Sec. 13.04.126 Connections to multiple-unit buildings

All buildings used as duplexes, townhouses, shopping malls, apartment houses, etc., shall be required to provide a separate connection and meter with the main for each dwelling or rental unit, if each tenant is responsible for his own water account. Upon noncompliance with this provision, the water utility shall cut off the supply for the entire building or any portion thereof deemed by it to be proper. If the entire water service to a multiple-unit building is provided through one meter and connection, the charges for water and sewer shall be the obligation of and paid by the building owner. If payment is to be made by the building owner through an agent, the owner shall furnish to the city written proof of the agent's authority prior to initiation of utility service, or upon demand of the city. (2005 Code, sec. 13.4.45)

Sec. 13.04.127 Disconnection or Interruption of service by water utility

(a) The right is reserved in the water utility to temporarily discontinue and to reconnect, without notice, water supply to any and all consumers for any of the following reasons:

- 1) Making repairs, connections, extensions, or cleaning of mains, machinery, reservoirs or any part of said water system
- 2) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to, a public health nuisance as defined in Sections 341.011 of the Texas Health and Safety Code, or there is reason to believe a dangerous or hazardous condition exists and the Customer refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition.
- 3) Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment
- 4) In instances of tampering with the water utility's meter or equipment, by-passing the meter or equipment, or other diversion of service.
- 5) The customer remits a check as payment to unlock or reconnect service, and the check is determined to be of non-sufficient funds.

(b) Outside of the above temporary reasons initiated by the utility, disconnection or discontinuing of water supply shall only be permitted for closure of a utility account. There shall be no temporary disconnection permitted when an existing utility customer does not intend to close the utility account. When an account is disconnected, reconnection fees shall be paid in accordance with fee schedule adopted by the City Council and available from the City Secretary.

13.04.128 Disconnection on Holidays and Weekends

Unless a potentially hazardous condition exists, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the Water utility are not available to the public for the purpose of making collections and reconnecting service.

13.04.129 Disconnection for Ill and Disabled

The water utility may not discontinue service to a delinquent residential Customer permanently residing in an individually metered dwelling unit when that Customer establishes that discontinuance of service will result in some person at that residence

becoming seriously ill or more seriously ill if service is discontinued. Each time a Customer seeks to avoid termination of service under this Sub-section, the Customer must have the attending physician call or contact the water utility within sixteen (16) days of issuance of the bill. A written statement must be received by the water utility from the physician within twenty-six (26) days of the issuance of the utility bill. The prohibition against service termination shall last sixty-three (63) days from the issuance of the utility bill or such lesser period as may be agreed upon by the Water utility and Customer's physician. The Customer shall enter into a payment plan agreement.

Sec. 13.04.130 Tapping of street mains

It shall be unlawful for any plumber or person, other than a contractor employed by the water utility, to tap any street main, make connections with the street mains or extend service pipes from the mains to the meters, and to place a curb-stop and meter box at the point, and all of such equipment shall be under the exclusive control of the water utility. Said tap and service shall be paid for by the person ordering the work done before work is commenced, according to schedule of prices shown in the fee schedule adopted by the City Council and available from the City Secretary.

Sec. 13.04.131 Use of fire hydrants

It shall be unlawful for any person except a member of the fire department or employees of the water utility to open or use water from a fire hydrant or to take off the cap without permission from the water utility, except for the use of construction water with the proper construction meter attached to the fire hydrant. (2005 Code, sec. 13.4.48)

Sec. 13.04.132 Malicious interference with water service

Meter-tampering, by-passing, or diversion are strictly prohibited, including any tampering with the water utility's service equipment, by-passing the same, or other instances of diversion, such as:

- a. removing a locking or shut-off device used by the water utility to discontinue service;
- b. physically disorienting the meter,
- c. attaching objects to the meter to divert service or to by-pass;
- d. inserting objects into the meter; or
- e. other electrical or mechanical means of tampering with, by-passing, or diverting service.

Photographic evidence or any other reliable and credible evidence may be used to establish that a violation of this prohibition has occurred and to justify appropriate action by the water utility. A court finding of meter tampering may be used instead of photographic or other evidence, if applicable. Violation of this prohibition may be prosecuted to the extent allowed by law under the Texas Penal Code 28.03.

Sec. 13.04.133 Fee for Unauthorized Actions (Tampering)

If the water utility's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair or replacement of the water utility's facilities and shall be paid before service is reestablished. . All components of this fee will be itemized, and a statement shall be provided to the Customer. *Note:* Payment of this fee will not preclude the water utility from requesting appropriate criminal prosecution for any act resulting in equipment damage or theft of service or violating this ordinance.

Sec. 13.04.134 Water used in construction

Where water is used in the construction or repair of property or where water has not been turned on by the water utility for construction use on the premises, water shall not be turned on until a charge for service is paid. The water utility reserves the right to estimate the amount of water used.

Sec. 13.04.135 Repair of meters and meter boxes; testing of meters

(a) All water meters and meter boxes furnished by the city shall remain at all times the property of the city, and shall be maintained and repaired by the city and shall be replaced when rendered by the director to be unserviceable through fair wear and tear. When replacements, repairs, or adjustments of any meter or meter box are rendered necessary by the act, neglect, or carelessness of the owner or occupant of any premises, and if not paid, service shall be disconnected.

(b) When any consumer of water is of the opinion that the meter through which the water is supplied is incorrect for any reason, he may make application to the water utility to have the meter examined and tested. It is provided further that the director may require such customer to pay a fee for removing and testing the meter. The fee for removing and testing the water meter shall be as provided in the fee schedule adopted by the City Council and available from the City Secretary..

(c) If any meter one inch (1") or smaller shall, upon testing, have been found to register over two percent more water than

actually passed through it, based on a series of tests over the range of flow recommended by its manufacturer, another meter will be substituted therefor and the fee charged in the application for such test will be credited to the person making the application and the account adjusted for a period not exceeding the most recent three months' billing period prior to such test. If any meter one inch (1") or larger (upon examination and test) is found to register over three percent more water than actually passed through it, the same adjustment shall apply.

Sec. 13.04.136 Installation of check valve or backflow prevention device

If, in the judgment of the director, a check valve or backflow and backsiphonage device is necessary for the safety of the water system, he will give notice in writing to the customer to install such device immediately. Any such device shall be of a type approved by the director. The customer will install such approved device at his own expense, and failure, refusal, or inability of the customer to install such device immediately shall constitute a ground for discontinuing water service to the premises until such device has been installed. (2005 Code, sec. 13.4.53)

Sec. 13.04.137 City not liable for damage due to interruption of water service

All persons operating boilers, air conditioning equipment or other water-consuming devices, which may become damaged due to the interruption of water service, and which are supplied directly with city water, do so at their own risk. The city shall not be liable for any damage that may occur on account of the water being cut off for any purpose, or on account of the breaking of any pipe or fixture by pressure of the water from the city mains. (2005 Code, sec. 13.4.54)

Sec. 13.04.138 Meters or fire hydrants exposed to damage from traffic

It shall be unlawful to build driveways or other driving surfaces or areas in such manner as to expose any meter or fire hydrant to damage from traffic. Whenever the property owner requests the moving of any meter or fire hydrant, such cost shall be the expense of the property owner. (2005 Code, sec. 13.4.55)

Sec. 13.04.139 Reselling water

It shall be unlawful for any person to sell or resell water from the city water utility for domestic or any other uses within or without the city without receiving a permit to do so from the city. (2005 Code, sec. 13.4.56)

Sec. 13.04.140 Connection to sanitary sewer required

(a) The use of any premises in the city in such manner that sewage is allowed to accumulate or flow upon the surface of any such property, or the discharge of sewage done in such a manner as to pollute the surface soil, the contamination of any drinking water supply, the infection of flies or cockroaches or the creation of any other nuisance within the city is hereby declared a nuisance, if connection with any line of the sanitary sewer system of the city exists which is adequate to handle such sewage.

(b) It shall be the duty of any persons owning or occupying improved property within the city which can be feasibly connected to the city sewer system to connect such property and the improvements thereon with the city water services if the same exist in the street, alley, or other public way or water right-or-way abutting the premises.

(c) Where city sanitary sewer service is not available in the abutting streets, alleys, or other public ways, or other utility rights-of-way, but subsequently is laid therein, it shall be the duty of the owner or occupant of such property whose sewage disposal is a nuisance as herein defined, within one year after the same becomes available, to connect therewith. Such connections shall be made subject to the applicable charges provided by the then-current ordinances of the city.

(d) It shall be the duty of the director to notify the owner or occupant of every building situated where there has been laid a sanitary sewer, and where there is sufficient water service from the city's waterworks, to make connections with the city's sanitary sewer. Any such owner or occupant of any building so situated who shall fail to make connection with the city sanitary sewer within sixty (60) days after receipt of such notice from the director shall be deemed guilty of a misdemeanor.

Sec. 13.04.141 Fire sprinkler system or fire service

(a) No connection for a fire sprinkler or fire service shall be permitted unless application therefor has been made and granted by the water utility and approved by the building official of the city. In no instance shall any connection be made with any fire sprinkler or fire service without the written consent of the water utility. Should it be found that any unauthorized connection has been made, or that any water has been used from a sprinkler or fire service for any other purposes than extinguishing a fire, or that a waste of water is permitted from such connection through leaks in the pipes or fixtures, the water service shall be cut off and not turned on until a meter of the size and kind prescribed by the director shall have been furnished and installed at the expense of the customer.

(b) The furnishing, installation, maintenance and inspection of all meters and services, checks, bypasses, valves, piping, and other appurtenances necessary for the installation and operation of fire sprinkler systems and fire services shall be the expense of the customer.

Division 5. Water System Access Fees

Sec. 13.04.161 Fort Worth system facility access fee (impact fees)

The system facility access fees are those imposed upon the City of Dalworthington Gardens by the City of Fort Worth for providing water service to new development contained within the incorporated city limits of Dalworthington Gardens and to which service is provided either directly or indirectly by the City of Fort Worth water system. The system facility access fees for residential and other classes of customers shall be the applicable system facility access fees set and assessed by the City of Fort Worth pursuant to the wholesale water contract between Fort Worth and Dalworthington Gardens. (Ordinance 17-14, sec. 1, adopted 5/18/17)

**City Council
Staff Agenda Report**

Agenda Item: 9h.

Agenda Subject: Discussion and possible action regarding process followed and software used for credit card and bank drafts, to include but not limited to discussion of associated merchant and city fees, and moving said credit card and bank drafts to Incode’s online payment system and/or Open Edge payment software.

Meeting Date:	Financial Considerations:	Strategic Vision Pillar:
December 17, 2020	Budgeted: <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Financial Stability <input checked="" 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

Prior Council Action:

Background Information: This item has multiple parts which will be outlined below. While most of these subjects can wait for Council action, the item needing immediate attention is Tyler Technologies (Incode) moving all utility billing credit card drafts to their online system. The reason is customers who previously were not charged merchant fees will now be charged said fees. These subjects are discussed together because the ideal and least confusing situation for the customer would be doing all three at the same time.

A recent PCI (payment card industry) audit requires Tyler Technologies, the city’s utility billing software provider, to move all credit card drafts to their online system. Currently, the city charges a \$1.85 merchant fee to all online credit card transactions, with the \$0.85 being a pass through to Tyler and \$1.00 staying with the city. When all credit card drafts are pushed online, customers who previously ran their draft through the city office will now also be charged \$1.85. Right now, those customers are not charged any merchant fee.

In conjunction with the discussion about moving credit card payments online, staff looked at the \$1.00 service/access fee charged to customers. The reason being is staff received information from Visa regarding utility special pricing we could receive which could reduce fees to customers. The required fee structure with utility special pricing is required to be percentage based at no more than 4%. In staff’s calculations, an appropriate percentage would be approximately 2% for utility-related transactions. Currently, the \$1.00 that the city keeps is charged on all transactions which creates an imbalance across transactions. Large transactions may be charged adequately but small transactions have a large fee assessed. Moving to a percentage-based system creates more equity across transactions. It should be noted, municipal court payments cannot receive utility special pricing and they are charged \$2.50 per transaction. However, if Council wanted to move to a percent based merchant fee, staff can calculate an appropriate percent for that as well. If Council decides to move to utility special pricing and a percent based fee structure of approximately 2%, the \$0.85 Tyler merchant fee would then be required to be charged directly to the city. The reason being is the city cannot charge a percentage above 4% which must include the Tyler fee. Thus, the city’s approximate 2% would include the \$0.85 pass through fee to Tyler Technologies.

The last piece for discussion is about moving all credit card and check drafts to Open Edge. Currently, multiple staff members have access to payment data. The reason for this is multiple positions need access to edit this information when payment information changes. This creates the potential for fraud. Moving to Open Edge takes this information out of our hands. In addition, Open Edge fees are cheaper for the consumer than ETS, the city’s current credit card merchant. Open Edge would charge the city a \$5.00 per month flat fee to offer the e-check feature and \$0.49 per check transaction.

You will see documents related to the “merchant fee” information from Visa as well as Open Edge contracts. The city attorney has not been asked to review in the event Council does not approve. 11/17/2020 Council Paper Pg. 13 of 24

be contingent on city attorney review and acceptance of final documents.

Recommended Action/Motion:

Staff is asking for direction on the following:

- Direction on charging merchant fees (\$1.85) to customers pushed online for credit card drafts.
- Direction on moving to utility special pricing and moving to a percent based merchant fee of approximately 2% total for utility payments
 - In conjunction, Tyler Technologies would then charge the \$0.85 directly to the city.
- Direction on moving to percent based merchant fee for municipal court payments, if desired.
- Direction on moving to Open Edge and approving charges of \$5.00/month flat fee to city for the e-check feature, and \$0.49/transaction fee to customer for checks.

Attachments: Visa Flyers
Open Edge Contracts



Incode Discontinuing Support for Credit Card Drafts in Utility Billing

In 2020, Incode will no longer support credit card drafts for utility billing payments within the software.

Credit card drafts for utility billing is the functionality integrated into Incode that allows credit cards to be stored on file and a draft packet created when the billing packet is posted.

For Incode clients using this service, this does **not** mean that your credit card processing will stop working. Recent regulatory changes and an internal audit, however, have encouraged Tyler to make needed changes in how we interact with payment processing systems.

The following may impact you:

1. Recent changes to the scope of PCI audit have tightened the requirements for PCI compliance. Tyler is fully committed to being completely in compliance and limiting any possible exposure of private credit card data to malicious hackers.
2. Credit card drafts is built on top of technology which has recently been deprecated by Microsoft. This means that no enhancements or patches will be provided, including to eliminate security vulnerabilities. Our company is determined to proactively address the rise of credit card fraud, data breaches, and identity theft. Eliminating potentially vulnerable technology is an important part of addressing these.

What is the new direction for credit card drafts?

Incode currently integrates with Incode Utility Billing Online, our online payment product. Incode Utility Billing Online provides a self-service experience for customers that includes the ability to make a one-time payment, schedule a future payment, or setup recurring payments.

It also offers all the security features you would expect from a leading online payment system, including PCI Compliance and SSAE Compliance.

Beyond increased security and convenience, what other benefits are there for me?

Tyler has invested significantly into Incode Utility Billing Online to make it an industry leading online payment solution. It is tightly integrated with the Incode ERP solution to provide real-time updates. Also, when paired with our OpenEdge integration, it reduces reconciliation overhead, simplifies refunds, and supports e-checks. It also provides electronic bill presentment, bill reminders, viewing consumption, and submitting service requests. Future releases will include:

- **Text-to-Pay** – Citizens can respond to a text message reminder to complete their payment.
- **ApplePay, SamsungPay, PayPal, Amazon Pay, Venmo** – Digital wallets.
- **Improved User Interface** – Improved more intuitive user experience and fresh design.

Is there a price difference?

If you already have Incode Utility Billing Online, there is no charge to you to move your credit card drafts. Standard transaction fees will be applicable.

When do I need to take action?

As soon as possible in order to minimize risk. Our goal is to make this transition as simple as possible. In the coming weeks a representative will reach out to you discuss the process and schedule the transition.

Our goal is to handle most of the work, but there will be a few steps that need your attention. We will work together to complete the transition quickly and effortlessly.

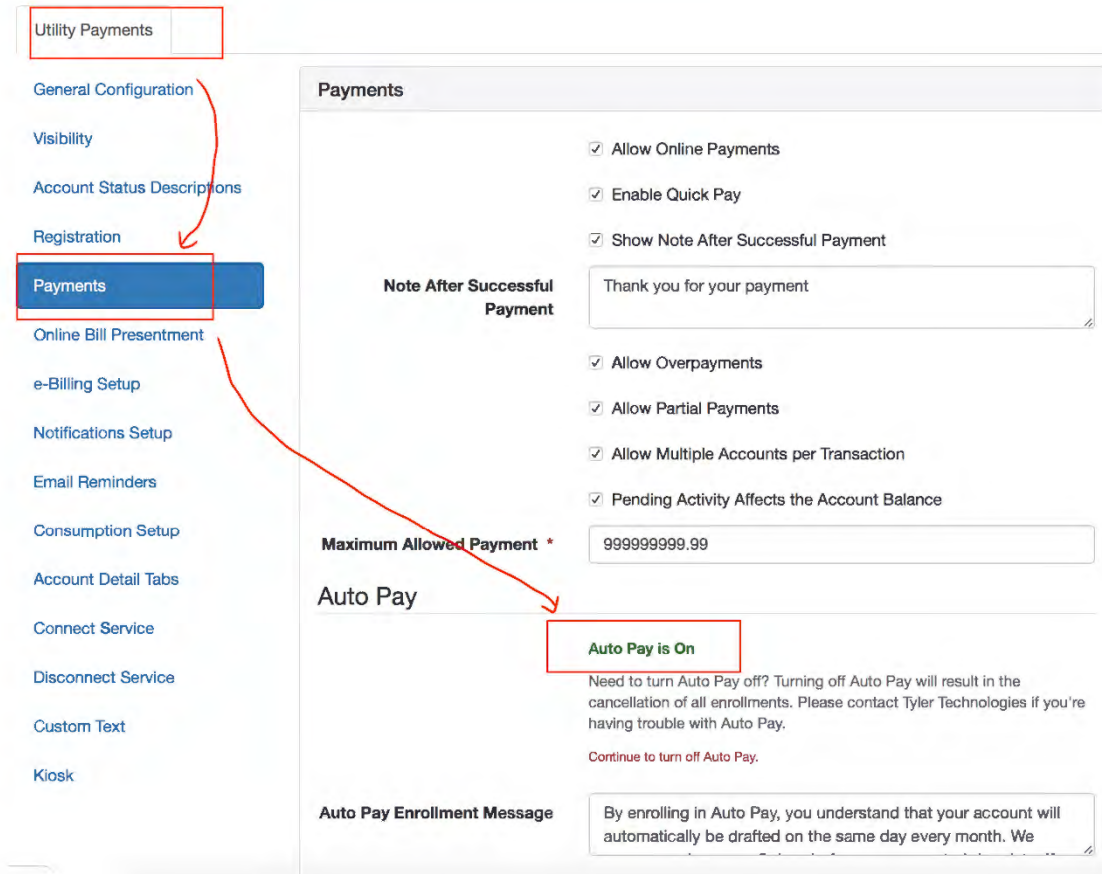
What if I don't have Incode Utility Billing Online already?

No problem; we can get you setup easily! Email incodeinsidesales@tylertech.com for more information.

How do I enable AutoPay?

AutoPay is enabled by default within Incode Utility Billing Online. You can confirm this functionality is enabled on your online payment website by logging in to the website as an administrator. Once logged in as an admin, click on the sprocket on the top right hand corner of

the website and select admin. Then under application configuration select Utility billing, lastly navigating to the payments tab:



If you would like help confirming your configuration or getting it setup, please contact Incode support or visit the [help page](#).

How do I encourage my bill payers to use AutoPay?

We have created a team to help you get the word out to your bill payers and encourage them to enroll in AutoPay. This is a free service to you. They will provide information about best practices, collateral you can use to communicate, access to additional free programs that may save you money and provide additional efficiencies, and metrics to show progress and impact.

If you would like help with engaging citizens to promote your online payment website, email UBO_Optimization@tylertech.com.

I'd like to know more about the security and liability risk

We've all seen the headlines where personal information was stolen or ransomware is installed which hold city's data hostage for tens of thousands, sometimes hundreds of thousands of

dollars. These threats are very real and becoming more and more common. If this happens to you, you could face costly investigations with PCI forensic investigators, potential lawsuits, not to mention negative press, loss of revenue, and time.

With Incode Utility Billing Online, Tyler is bringing you a best in breed solution and helping reduce your exposure to malicious hackers.

Questions?

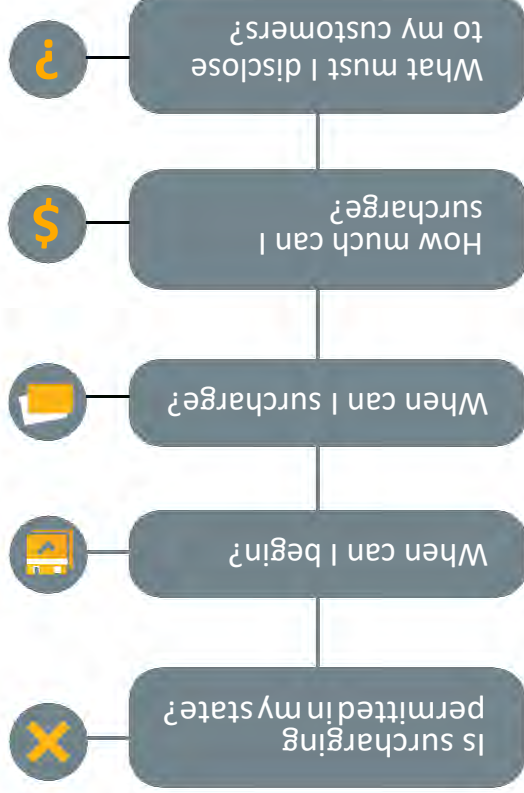
If you have any questions, please contact me directly:

Jordan Marcotte – Payment Solutions Consultant
Jordan.marcotte@tylertech.com

Before you decide to add a surcharge, or checkout fee, consider the following:

What will...

- ...my customers think?
- ...I need to disclose to my customers?
- ...my competitors do?



States prohibiting or limiting surcharging as of October 1, 2019

- Colorado
- Kansas
- Massachusetts
- Connecticut
- Maine
- Oklahoma

30 days' notice required

- Merchants are REQUIRED to notify Visa and their acquirer 30 days prior to surcharging.

Credit transactions only

- Surcharging applies only to credit transactions in the U.S. and U.S. territories. Debit and prepaid cannot be surcharged.

No more than the cost of acceptance

- The surcharge must not exceed your cost of acceptance for the credit card.¹

Proper signage and notification required

- Disclosures must be provided at the point of entry and point of sale (Click link at right for examples).
- Itemization of the final surcharge amount must be identified separately on the transaction receipt.

¹In cases when the merchant's cost of acceptance exceeds 4% of the underlying transaction amount, the merchant can not assess a surcharge above 4%.



More information on surcharging guidelines and requirements can be found at www.visa.com/merchant/surcharging

Visa's Position on Surcharging

Visa remains opposed to surcharging, a practice that penalizes cardholders for using their preferred form of payment.

The benefits of card acceptance include:

- Increased sales
- A fast and convenient checkout experience
- Enhanced security
- Guaranteed payment and faster processing time



Merchant Surcharge Q and A

Q. What is a payment card surcharge?

- A payment card surcharge, also known as a checkout fee, is an additional fee that a merchant adds to a consumer's bill when he or she uses a card for payment.

Q. Can I add a surcharge to card transactions?

- Merchants in the U.S. and U.S. territories may add a surcharge to credit card transactions, subject to certain limitations. Merchants who choose to surcharge must follow consumer disclosure and other requirements.

Q. What should I consider when determining whether or not to assess a surcharge on card transactions?

- Before choosing to surcharge, U.S. merchants may want to consider a number of factors, including:
 - The potential impact on your customers' experience
 - What your competitors might be doing
 - What information must be disclosed to your customers, and how
 - Cost of credit cards and other forms of payment

Q. I am a merchant who intends to surcharge. What is the process I need to follow?

- U.S. merchants that intend to surcharge are required to:
 - Notify Visa and your acquirer at least 30 days in advance of beginning to surcharge. A notification form to Visa can be submitted at www.visa.com/merchantsurcharging.
 - Limit surcharging to credit cards only (debit cards and prepaid cards cannot be surcharged) and limit the amount to your merchant discount rate for the applicable credit card surcharge*.
 - Disclose the surcharge as a merchant fee and, for both in-store and online transactions, clearly alert consumers to the practice at the point of entry, the point of sale or transaction, and on every receipt. Merchants should also consider whether they comply with all applicable state and/or federal laws. Currently, several states have laws that prohibit or limit surcharging, including Colorado, Connecticut, Kansas, Maine, Massachusetts, and Oklahoma.
 - More information can be found at www.visa.com/merchantsurcharging.

Q. Can I assess a surcharge on both credit and debit card purchases?

- No. The ability to surcharge only applies to credit card purchases, and only under certain conditions. U.S. merchants cannot surcharge debit card or prepaid card purchases.

Q. Can I assess a surcharge on debit card transactions where the debit cardholder chooses "credit" on the point of sale terminal?

- No. The ability to surcharge only applies to purchases made with a credit card, and only under certain conditions.

Q. Are there limits to the amount I can surcharge?

- Yes. U.S. merchants may assess a surcharge on credit card purchases that does not exceed the merchant discount rate for the applicable credit card surcharged*. More information can be found at www.visa.com/merchantsurcharging.

Q. Can I choose to surcharge Visa credit cards and not surcharge other card brands?

- Yes, however merchants typically must surcharge Visa on the same terms and conditions as any equal or higher cost competitor that imposes limits on surcharging.

Q. Am I required to disclose the surcharge to my customers?

- Yes. U.S. merchants that surcharge must disclose the surcharge dollar amount on every receipt. In addition, disclosures indicating that a merchant outlet assesses a surcharge on credit card purchases must be posted at the point of entry and point of sale/transaction. Disclosure requirements and sample compliant signage can be found at www.visa.com/merchantsurcharging.

Q. What laws exist that may relate to surcharging?

- Currently, several states have laws that prohibit or limit surcharging, including, Colorado, Connecticut, Kansas, Maine, Massachusetts, and Oklahoma.

Q. I operate stores in multiple states. I understand that state laws prohibit me from surcharging in some states where I operate, but not others. Does that mean I can't surcharge in any of the states where I operate?

- No. If a merchant is legally prohibited from surcharging in one state, Visa's rules do not prevent the merchant from surcharging in other states that allow the practice.

Q. Can I pick and choose what types of Visa cards I add a surcharge to?

- U.S. merchants have the option to add a surcharge at the "brand level" to all Visa credit card transactions, or to particular types of Visa credit card transactions at the "product level" (e.g. Visa Traditional, Visa Traditional Rewards, Visa Signature) but not both.

Q. Does the ability to surcharge apply to merchants globally?

- No. The rules discussed in this Q&A related to the surcharging of credit cards apply to purchases made in the U.S. and U.S. territories only. Surcharging remains prohibited outside the U.S., with certain limited exceptions. For further information, please visit: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>.

Q. Where can I get more information about Visa's rules related to surcharging, requirements for surcharging, and other related information?

- Merchants can access this and other information by visiting www.visa.com/merchantsurcharging.
- For further information, please visit: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>.

* In no event can a merchant assess a surcharge above 4%, even in cases where the applicable merchant discount rate exceeds 4% of the underlying transaction amount.

Information provided here is subject to Visa's operating regulations relating to surcharging.



OpenEdge Check Services Agreement

As set forth in the attached Merchant Application, this OpenEdge Check Services Agreement (“Agreement”) governs Merchant’s use of OpenEdge Payments LLC’s (“OpenEdge”) OpenEdge Check services. By submitting a Merchant Application, in the form acceptable to OpenEdge, or by using or attempting to use the OpenEdge Check services, Merchant acknowledges its receipt of this Agreement and agrees to be bound by these terms. Capitalized terms are defined on Exhibit A attached to this Agreement.

I. OpenEdge Responsibilities

1.1 The Services. OpenEdge, in conjunction with its Professional Service Providers, will make available to Merchant the following Services:

A. Accelerated Intelligent Routing. OpenEdge will utilize its Intelligent Routing Services in processing Merchant’s check-present transactions. Intelligent Routing Services will first attempt to route the transaction using the ACH Services, and if that fails, OpenEdge will then attempt to route the transaction using the Check21 Services (“Routing Services”) providing that an image of the check is presented for processing.

B. ACH Services. OpenEdge will process and settle the ACH transactions presented by Merchant as the originator, including, but not limited to: (i) processing checks via ACH (categorized as POP, ARC, BOC, TEL, WEB, PPD, and CCD under the NACHA Rules; (ii) customer activation and approval, (iii) security and recovery; (iv) customer and other “back office” services; (v) check return services; and (vi) transmission of files to the ODFI. OpenEdge will provide Merchant with Software which provides the capability to process recurring transactions for WEB, PPD and CCD transaction types. Collectively, the above are referred to as “ACH Services”.

C. Check21. OpenEdge will deliver to Merchant Software which provides the capability to interface with hardware that scans checks and associated paper-remittances to: (i) create an electronic image of the front and back of the check and any associated paper remittance items; (ii) provide the ability to validate the CAR/LAR payment amount and other information on the items; (iii) create an account receivable interface output file; (iv) create a transmission file that will ultimately be converted into ACH and/or x9 file format or its successors, and transmit such file to the ODFI; (v) create image archives of all items scanned; (vi) provide intranet and internet-based archive access; and (vii) provide a web-based gateway portal that allows for other capabilities such as electronic checks (collectively, “Check21 Services”).

D. Check Verification. OpenEdge will match checks provided by Merchant’s customers to the customer’s checking account and compare the account to a database of accounts that have a history of returns (“Check Verification Services”).

1.2 Software and Support. “Software” means software used in connection with the Services to enable remote capture, deposits and check verification through the ACH and other methods. OpenEdge will make available to Merchant an adequate amount of initial materials and supplies necessary for Merchant to complete initial customer transactions. OpenEdge Payments LLC will train Merchant on the procedures and rules applicable to the Services and the operation of appropriate terminals. OpenEdge will receive and respond to Merchant’s inquiries regarding the Services via E-mail and telephone. Merchant may obtain support by using the appropriate number(s) and E-mail addresses found at www.openedgepayment.com/en/support.

1.3 Merchant Data. OpenEdge will provide the Professional Service Providers with information about Merchant (“Merchant Data”) in order to enable Merchant to access the Services. Merchant authorizes OpenEdge to provide the data derived pursuant to Merchant’s use of the Services and Merchant Data to Professional Service Providers.

1.4 Optional Additional Service. From time to time, OpenEdge may make available to Merchant additional services and any such services accepted by Merchant shall be described in addenda to this Agreement reflecting the details of and any Fees associated with such service.

1.5 Disclaimer of Warranties. OpenEdge does not make, and hereby expressly disclaims, any express or implied warranties or conditions with respect to the Software, its intellectual property or the Services, or any authorization provided under this Agreement, including but not limited to the implied warranties of merchantability, suitability, satisfactory quality, non-infringement, or fitness for a particular purpose. Further, OpenEdge does not warrant: (A) the Software will be error-free or uninterrupted; (B) the Software will be compatible with any hardware except the hardware supplied by or otherwise approved by OpenEdge; or (C) the Software will integrate with any other computer system. All Services and deliverables described in this Agreement are on an “as is” basis.

II. Merchant Responsibilities

2.1 Hardware and Software. Merchant will provide and maintain all computer hardware, peripherals, device drivers, third party operating systems, and other third party software which may be required to operate the software and/or receive the Services. Merchant will ensure the compatibility of Merchant’s computer hardware, peripherals, device drivers, third party operating systems, and other third party software with the Software. Merchant will provide a safe and suitable location for installation, use, and operation of the Software in accordance with any instructions that may be reasonably specified by OpenEdge. Merchant will be responsible for distributing, maintaining and protecting login usernames and passwords provided to Merchant’s employees, contractors and agents, and will be liable for such individuals’ misuse.

2.2 Cooperation. Merchant will cooperate with OpenEdge by providing access to Merchant’s information, resources and personnel as reasonably requested. OpenEdge shall have the right from time to time, upon reasonable prior notice, to review Merchant’s use of the Software to verify compliance with this Agreement. Merchant shall allow OpenEdge to perform a site survey at Merchant’s location within 5 days of its request. Merchant will provide OpenEdge financial statements and other financial information as requested from time to time. If requested, Merchant will furnish to OpenEdge upon request a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year.

2.3 Software Restrictions. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with OpenEdge. Merchant will not use the Software except as specifically provided in this Agreement. Merchant shall not copy, decompile, disassemble or otherwise reverse-engineer or reproduce, or knowingly allow others, including without limitation, customers, resellers or others, to perform such reverse-engineering of the Software.

2.4 Representations and Warranties. Merchant represents and warrants to OpenEdge that: (A) Merchant is (i) a legal resident of the United States of America of at least 18 years of age, or (ii) a corporation or a limited liability company authorized, validly existing and in good standing under the laws of the United States and the State set forth on the Merchant Application; (B) Merchant has full authority and corporate power to enter into this Agreement and to perform the obligations of this Agreement; (C) Merchant’s performance of the terms of this Agreement will not violate any applicable law or regulation or any agreement to which Merchant may now or hereafter be bound; (D) this Agreement represents a valid obligation of Merchant and is fully enforceable against

Merchant; and (E) Merchant will comply with the terms of this Agreement. Further, Merchant will be responsible for complying with all applicable federal and state laws and regulations relating to transactions with Merchant's customers and this Agreement. All transactions submitted to OpenEdge will be for bona fide transactions with Merchant's customers.

2.5 Compliance With Laws. Merchant agrees to comply with all policies and procedures provided by OpenEdge, all payment network rules and regulations and all applicable state, federal and local laws, rules and regulations, as amended from time to time. Merchant will assist OpenEdge in complying with all laws which are applicable to any transaction or this Agreement. Merchant will execute and deliver to OpenEdge all instruments OpenEdge may from time to time reasonably deem necessary. Merchant understands that Merchant may not rely on, and OpenEdge will not be liable for, any advice OpenEdge may provide to Merchant about compliance with various laws.

2.6 Returns. Merchant is fully liable for all transactions returned for whatever reason. Merchant will pay on demand the value of all Returns and Chargebacks. Merchant authorizes OpenEdge to recoup from incoming transactions and to debit Merchant's Bank Settlement Account and the Reserve Account for the amount of all Returns and Chargebacks.

2.7 Merchant Application. Merchant represents and warrants to OpenEdge that all information in the Merchant Application is correct and complete. Merchant must notify OpenEdge in writing of any changes to the information in the Merchant Application, including but not limited to: any additional location or new business (the identity of principals and/or owners, the form of business organization (i.e., sole proprietorship, partnership, etc.)), type of goods and services provided and how sales are completed (i.e. by telephone, mail, or in person at Merchant's place of business). OpenEdge must receive the notice within 10 business days of the change. Merchant will provide other updated information to OpenEdge within a reasonable time upon request. Merchant is liable to OpenEdge for all losses and expenses OpenEdge incur arising out of Merchant's failure to report changes to OpenEdge. OpenEdge may immediately terminate this Agreement upon notification by Merchant of a change to the information in the Merchant Application.

2.8 Exclusivity. During the Term of this Agreement, Merchant will not enter into an agreement with any other entity that provides services similar to the Services without OpenEdge's written consent.

2.9 Authorizations. Merchant authorizes OpenEdge to audit Merchant's records, systems, processes or procedures to confirm compliance with this Agreement. Merchant will obtain, and will submit a copy of, an audit of Merchant's business when requested by OpenEdge. Merchant authorizes OpenEdge to make any credit inquiries OpenEdge consider necessary to review the acceptance and continuation of this Agreement. Merchant also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to OpenEdge.

2.10 Third Party Services. Merchant may be using special services or software provided by a third party to assist Merchant in providing the Services, including, but not limited to, authorizations and settlements, or accounting functions. Merchant is responsible for ensuring compliance with the requirements of any third party in using their products. This includes making sure Merchant has and comply with any Software and Updates (defined below). OpenEdge has no responsibility for any transaction until that point in time OpenEdge receives data about the transaction.

III. Fees, Settlement, Security Interest and Recoupment

3.1 Authorization. Merchant authorizes OpenEdge to present ACH debits and credits to Merchant's Settlement Account in the amount of fees and other payments due by Merchant under the Agreement. Merchant agrees to be bound by the terms of the

operating rules of NACHA, as amended from time to time. This ACH authorization will remain in effect after termination of this Agreement, and until such time as OpenEdge has received written notice terminating this authorization and all Merchant's obligations to OpenEdge have been paid in full. Merchant is solely liable for all fees and charges assessed by its financial institution, including all overdraft and NSF charges, and Merchant irrevocably releases OpenEdge and holds OpenEdge harmless from the same fees and charges, regardless of cause. OpenEdge is not liable for any delays in receipt of funds or errors in debit and credit entries caused by unaffiliated third parties including but not limited to a clearing house or Merchant's financial institution.

3.2 Fees. Merchant will pay OpenEdge fees ("Fees") for the Services and equipment in accordance with the rates set forth on Exhibit B. OpenEdge reserves the right to adjust the Fees at any time. Merchant's continued use of the applicable Services beyond the effective date of the price change will be deemed Merchant's consent to such price change. Merchant will also pay all taxes and other charges imposed by any governmental authority on the Services.

3.3 Other Amounts Owed. Merchant will immediately pay to OpenEdge any amount incurred by OpenEdge attributable to this Agreement including but not limited to returns, unauthorized Returns, Chargebacks, non-sufficient fund fees, and ACH debits that overdraw the Settlement Account, Reserve Account (defined below) or are otherwise dishonored, if applicable. OpenEdge will debit via ACH the Settlement Account, Reserve Account, or any other account Merchant has at any financial institution, for any amount Merchant owes OpenEdge under this Agreement or under any other contract, note, or guaranty, now existing or later entered into between Merchant and OpenEdge, whether Merchant's obligation is direct, indirect, primary, secondary, fixed, contingent, joint or several. If such debit does not fully reimburse OpenEdge for the amount owed, Merchant will immediately pay OpenEdge such amount.

3.4 Charges and Settlement Procedures, Settlement Account.

A. Settlement. Merchant will designate and maintain a settlement account ("Settlement Account") with a balance of available funds sufficient to cover Merchant's obligations under this Agreement. OpenEdge will debit the Fees from the Settlement Account once each business day for the previous business day's activity, once each month for the previous month's activity, or will set off the Fees from the funds due to Merchant attributable to transactions presented to OpenEdge, in its discretion.

B. Authorization. Merchant irrevocably authorizes OpenEdge to credit and debit the amounts Merchant owes OpenEdge for Fees and for amounts OpenEdge owes Merchant from and to the Settlement Account. This authority will remain in full force and effect for at least 2 years after termination of this Agreement whether or not Merchant has notified OpenEdge of a change to the Settlement Account. Merchant must obtain its prior written consent to change the Settlement Account. If Merchant changes the Settlement Account without its consent, OpenEdge may immediately terminate this Agreement and may take other action OpenEdge deems necessary, in its sole discretion. Merchant also authorizes the financial institution(s) at which Merchant maintains its Settlement Account to act in accordance with instructions from OpenEdge regarding funds in the Settlement Account, including transferring funds in the Settlement Account to OpenEdge. Merchant will indemnify and hold harmless the financial institution(s) at which Merchant maintains Merchant's Settlement Account

for acting in accordance with any instruction from OpenEdge regarding the Settlement Account.

C. Withholding. Merchant agrees that this Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, 11 U.S.C § 365 as amended from time to time. OpenEdge will deposit into the Settlement Account funds processed by Merchant and will provide Merchant provisional credit for such funds (less recoupment of any credits, adjustments, fines, Returns, Chargebacks, Fees or other costs). Final credit for those provisional funds will be granted in OpenEdge's sole discretion. OpenEdge, and not Merchant, owns all provisional funds, and title to such funds does not pass to Merchant until all amounts owed to OpenEdge is paid or recouped and OpenEdge deems such provisional credit final, in its reasonable discretion. Merchant understands and agrees that OpenEdge may withhold deposit and payment to Merchant without notice if OpenEdge determines, in its sole discretion, that a transaction or batch of transactions poses a risk of loss. OpenEdge is not responsible for any losses Merchant may incur, including but not limited to non-sufficient fund fees, due to such delayed deposit of funds. Merchant acknowledges that Merchant's obligation to OpenEdge for all amounts owed under this Agreement arise out of the same transactions as its obligation to deposit funds into the Settlement Account.

D. Deposits. OpenEdge will initiate a deposit to the Settlement Account upon receipt of funds. The deposit will be initiated the next business day following the funding hold period. The funding hold is determined during the underwriting process. Business days shall include any Monday through Friday, excluding holidays observed by the Federal Reserve. Merchant authorizes OpenEdge to initiate reversal or adjustment entries and initiate or suspend such entries as may be necessary to grant Merchant conditional credit for any entry.

E. Reports and Asserted Errors. A statement detailing the Fees will be made available to Merchant at www.myxcheckonline.com. Merchant must promptly examine all statements, and immediately notify OpenEdge in writing of any errors. Merchant's written notice must include: (1) Merchant's name and account number; (2) the dollar amount of the asserted error; (3) a description of the asserted error; and (4) an explanation of why Merchant believes an error exists and the cause of it, if known. That written notice must be received by OpenEdge within 30 calendar days after the applicable statement containing the asserted error was made available to Merchant. Merchant waives all rights to make any claim against OpenEdge or any other party for any loss or expense relating to any asserted error after such 30 day period.

3.5 Security Interests, Reserve Account, Recoupment and Set-Off.

A. Security Interests. This Agreement is a security agreement under the Uniform Commercial Code. Merchant grants to OpenEdge a security interest in and lien upon: (1) all funds at any time in the Settlement Account, regardless of the source of such funds; (2) all funds at any time in the Reserve Account, regardless of the source of such funds; and (3) any and all amounts which may be due to Merchant under this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement (collectively, the "Secured Assets"). Merchant agrees to provide other collateral or security to OpenEdge to secure Merchant's obligations under this Agreement upon its request. These security interests and liens will secure all of Merchant's obligations under this Agreement and any other agreements now existing or later entered into between Merchant and OpenEdge. This security interest may be exercised by OpenEdge without notice or demand of any kind by making an immediate withdrawal or freezing the Secured Assets.

B. Perfection. Upon request by OpenEdge, Merchant will execute one or more financing statements, security agreements, account control agreements, or other documents to evidence this security interest. Merchant represents and warrants that no other person or entity has a security interest in the Secured Assets. Merchant will obtain OpenEdge's written consent prior to granting a security interest of any kind in the Secured Assets to a third party. Merchant agrees that this is a contract of recoupment and OpenEdge is not required to file a motion for relief from a bankruptcy automatic stay in order for OpenEdge to foreclose on, collect or sell any of the collateral (including any Settlement Account and/or Reserve Account). Nevertheless Merchant agrees not to contest or object to any motion for relief from the automatic stay filed by OpenEdge. Merchant authorizes OpenEdge and appoints OpenEdge as Merchant's attorney in fact to sign Merchant's name to any financing statement used for the perfection of any security interest or lien granted hereunder.

C. Reserve Account. OpenEdge may establish and maintain a non-interest bearing deposit account on Merchant's behalf ("Reserve Account") at a financial institution OpenEdge chooses, initially or at any time in the future, and may fund the Reserve Account with sums sufficient to satisfy Merchant's current and future obligations as determined by OpenEdge. Merchant authorizes OpenEdge to debit the Settlement Account or any other account Merchant has at any financial institution in order to establish or maintain funds in the Reserve Account. OpenEdge may deposit into the Reserve Account funds OpenEdge would otherwise be obligated to pay Merchant for the purpose of establishing, maintaining or increasing the Reserve Account in accordance with this Section if OpenEdge determines such action is reasonably necessary to protect its interests. OpenEdge may, without notice to Merchant, apply deposits in the Reserve Account against any outstanding amounts Merchant owes under this Agreement or any other agreement between Merchant and OpenEdge. Also, OpenEdge may exercise its rights under this Agreement against the Reserve Account to collect any amounts due to OpenEdge including, without limitation, rights of set-off and recoupment.

D. Funds in the Reserve Account. Merchant agrees that Merchant will not use any funds in the Reserve Account for any purpose, including but not limited to paying Chargebacks, Fees, fines or other amounts Merchant owes OpenEdge under this Agreement. OpenEdge controls all funds in the Reserve Account, and OpenEdge (and not Merchant) shall have sole control of the Reserve Account.

E. Recoupment and Set Off. OpenEdge has the right of recoupment and set-off. This means that OpenEdge may offset or recoup any outstanding/uncollected amounts owed by Merchant from: (1) any amounts OpenEdge would otherwise be obligated to deposit into the Settlement Account or Reserve Account; (2) any other amounts OpenEdge may owe Merchant under this Agreement or any other agreement; and (3) any funds in the Settlement Account or Reserve Account. Merchant acknowledges that in the event of a bankruptcy proceeding, in order for Merchant to provide adequate protection under Bankruptcy Code § 362 and/or 365 to OpenEdge, Merchant must create or maintain the Reserve Account as required by OpenEdge, and OpenEdge must have the right to offset and recoup against the Reserve Account for any and all obligations which Merchant may owe to OpenEdge, without regard to whether the obligations relate to transactions initiated or created before or after the filing of the bankruptcy petition.

F. Remedies Cumulative. The rights and remedies conferred upon OpenEdge in this Agreement, at law or in equity, are not intended to be exclusive of each other. Rather, each and every right of ours under this Agreement, at law or in equity, will be cumulative and concurrent and in addition to every other right.

IV. Third Party Requirements

4.1 NACHA Requirements. Merchant authorizes OpenEdge, as a third party sender (as defined in the NACHA Rules), to act as Merchant's agent in processing ACH entries or check image deposits for Merchant, and acknowledges its understanding that OpenEdge will establish one or more clearing accounts with, and submit ACH entries or deposits on Merchant's behalf, to an ODFI selected by OpenEdge.

4.2 Originator Rules. Merchant: (A) assumes the responsibilities of and makes the warranties of an Originator (as defined in the NACHA Rules) and agrees to reimburse OpenEdge and the ODFI for returns, reversals, adjustments, reclamations and warranty claims and responsibilities related to Merchant's ACH entries or check image deposits; (B) agrees to comply with the NACHA Rules, including but not limited to the requirements of Article Three (Obligations of Originators), Article Five (Obligations of Third-Party Senders) and if international ACH entries are initiated by Merchant, the NACHA Rules applicable to IAT ACH entries, all of which are available at www.nacha.org; (C) agrees to comply with all applicable state and federal laws, rules and regulations, including but not limited to sanction laws administered by the Office of Foreign Assets Control, the Electronic Funds Transfer Act, the Unlawful Internet Gambling Enforcement Act, the Check Clearing for the 21st Century Act, and Federal Reserve Board Regulation E (the foregoing and the ACH Rules are, collectively, the "Applicable Rules"); and (D) acknowledges that ACH entries may not be initiated or deposits made that violate the laws of the United States, including but not limited to the sanctions laws, regulations and orders administered by OFAC, laws, regulations, rules and orders administered by FinCEN, and any state laws, regulations or orders applicable to the providers of ACH payment services.

4.3 Entries and Authorizations. Merchant represents and warrants as to each ACH entry that Merchant has obtained the necessary authorizations under the NACHA Rules and Applicable Rules and that Merchant shall not initiate any funds transfer after the authorization for the same has been revoked (or the agreement between Merchant and OpenEdge has been terminated).

With respect to each entry OpenEdge sends to the ODFI on Merchant's behalf, Merchant represents and warrants to OpenEdge and the ODFI that such entry is in compliance with United States law, including, but not limited to, rules promulgated and programs administered by OFAC and FinCEN, that no such entry violates United States law, including, but not limited to, rules promulgated and programs administered by OFAC and FinCEN, that Merchant is not acting on behalf of or transmitting funds to any party subject to OFAC sanctions and that such entry complies with the laws and payment system rules of the receiving country.

Merchant acknowledges that OpenEdge, the ODFI and other parties must comply with the NACHA Rules, Applicable Rules and United States law. The performance by each of these parties, including the ODFI, of obligations with respect to such entries may cause delays in processing, settlement and/or availability of the entries. Merchant waives and releases OpenEdge and the ODFI from any liability or obligation, including, but not limited to, funds availability obligations, caused by or arising out of any such delay associated with such entries.

4.4 Review. Merchant understands that OpenEdge and the ODFI have the right to: (A) review, monitor and audit Merchant's ACH transactions, processes and procedures for compliance with this Agreement and the NACHA Rules; (B) limit the amount of ACH entries processed for Merchant; and (C) suspend, discontinue or terminate processing based on their assessment of the risk posed to OpenEdge, the ODFI and/or the breach or termination of Merchant's agreements with OpenEdge.

4.5 Accuracy of Information and Errors. Merchant is responsible for the results of using OpenEdge, the Services, and for the accuracy and adequacy of the data Merchant or OpenEdge provides to the ODFI. Merchant authorizes the ODFI to act on any instruction which has been or reasonably appears to have been sent by OpenEdge or Merchant, including but not limited to funds transfer instructions. The ODFI is not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. Merchant understands that if Merchant or OpenEdge provides the ODFI with incorrect information or if there is any error in the instruction Merchant accepts full responsibility for losses resulting from any of the errors, duplication, ambiguities or fraud in the information that was provided to the ODFI. Neither OpenEdge nor the ODFI is responsible to third parties (such as, but not limited to, third party service providers and the third parties to whom wire or ACH debit or credits are transmitted and Merchant shall defend, indemnify and hold the ODFI harmless from, the actions or omissions of OpenEdge, and Merchant shall defend, indemnify and hold both OpenEdge and the ODFI harmless from any claim made against OpenEdge or the ODFI arising out of Merchant's use of the Services, breach of this Agreement, or breach of any warranty under the NACHA Rules. IN NO EVENT WILL OpenEdge OR THE ODFI BE LIABLE OR RESPONSIBLE FOR, AND MERCHANT BEARS ALL RISK ASSOCIATED WITH, FOREIGN EXCHANGE CONVERSION AND ANY GAINS AND LOSSES RESULTING FROM THE CONVERSION OF CURRENCIES IN CONNECTION WITH ANY ENTRY.

4.6 Survival of Article IV. This Article IV shall survive the termination of the agreement between OpenEdge and the ODFI. Notwithstanding anything to the contrary elsewhere in the Agreement, the ODFI shall be considered an intended beneficiary of this Article IV and is entitled to enforce its terms. This Article IV is agreed to in consideration of the ODFI's agreement to serve as the ODFI. Merchant waives notice of the ODFI's acceptance of this Article IV.

V. Confidential Information

5.1 Information. For purposes of this Agreement "Confidential Information" means information belonging or relating to OpenEdge's business, including without limitation, the Software, its technology, the method of processing transactions, computer programs, software, message formats, procedures, forms, related materials, this Agreement, client lists, client information and pricing information. Merchant acknowledges that the Confidential Information has been developed through the expenditure of a significant amount of effort and resources. Merchant will not use for Merchant's own purposes, will not disclose to any third party, and will retain in strictest confidence all Confidential Information. Merchant will safeguard the Confidential Information by using the same degree of care and discretion that Merchant uses to protect Merchant's own confidential information.

5.2 Remedy. Merchant agrees that the Confidential Information constitutes trade secrets and that disclosures to others may result in loss or irreparable damage. Thus, if Merchant breaches this Section 5, OpenEdge will be entitled to injunctive relief in addition to any other rights to which OpenEdge may be entitled, without the necessity of proof of actual damages.

VI. Term and Termination

6.1 Term. This Agreement will have an initial term of one year. After the initial term of this Agreement, this Agreement will be automatically extended for successive 1 year periods on the same terms, unless Merchant gives OpenEdge written notice of termination at least 60 days prior to the expiration of the then current term.

6.2 Termination. The parties will have the following rights:

A. Termination by OpenEdge. OpenEdge may terminate this Agreement for any reason without prior notice at any time, which termination may be effective immediately.

B. Termination by Merchant. Merchant has no right to terminate this Agreement except as provided in this subsection. If OpenEdge fails to perform its obligations under this Agreement, and Merchant desires to terminate this Agreement, then Merchant must give written notice to OpenEdge stating such intent, identifying the nonperformance, and giving OpenEdge the opportunity to remedy such nonperformance for a period of 60 days following the date notice is given. Upon expiration of such 60 day cure period, if the performance has not been remedied, Merchant may terminate this Agreement.

6.3 Early Termination. If Merchant terminates this Agreement before the end of the initial term or any renewal term in violation of this Agreement Merchant will immediately pay OpenEdge, as a deconversion cost, an early termination fee equal to \$99.00. Merchant agrees that the early termination fee is not a penalty, but rather is reasonable in light of the financial harm caused by Merchant's early termination. Other remedies OpenEdge may have under this Agreement still apply.

6.4 Effect of Termination. All of Merchant's obligations regarding transactions OpenEdge processes under this Agreement will survive termination. Merchant must maintain in the Settlement Account and Reserve Account enough funds to cover all Chargebacks, deposit charges, obligations, refunds and fees incurred by Merchant for at least 2 years after termination of this Agreement. Merchant authorizes OpenEdge to charge those accounts, or any other account maintained under this Agreement, for all such amounts. If the amount in the Settlement Account or Reserve Account is not adequate, Merchant will pay OpenEdge the amount Merchant owes OpenEdge upon demand, together with all costs and expenses incurred to collect that amount, including reasonable attorneys' fees. After the expiration of such 2 year period Merchant must provide OpenEdge with written notification indicating Merchant desires a release of any funds remaining in the Reserve Account in order to receive such funds.

VII. Indemnification and Limitation of Liability

7.1 Indemnification. Merchant will hold harmless and indemnify OpenEdge, its employees and agents against: (A) all claims by third parties arising out of this Agreement; (B) all attorneys' fees, collection costs, and other costs and expenses paid or incurred by OpenEdge in the enforcement of this Agreement, including but not limited to those resulting from any breach by Merchant of this Agreement and those related to any bankruptcy proceeding; (C) any action OpenEdge takes against the Settlement Account, Reserve Account, or any other account, pursuant to this Agreement; (D) any failure by Merchant or Merchant's employees, agents, or affiliates to comply with the terms of this Agreement; and (E) any damage due to equipment or software not purchased or leased from OpenEdge. This indemnification shall survive termination of this Agreement. Merchant is responsible and liable for the acts and omissions of Merchant's employees, agents and representatives (whether or not acting within the scope of their duties).

7.2 Limitation of Liability. Any liability of ours under this Agreement, whether to Merchant or any other party, whatever the basis of the liability, shall not exceed in the aggregate the difference between (A) the amount of Fees paid by Merchant to OpenEdge

during the month in which the transaction out of which the liability arose occurred; and (B) assessments, Chargebacks, and offsets against such Fees which arose during such month. In the event more than one month is involved, the aggregate amount of its liability shall not exceed the lowest amount determined in accordance with the foregoing calculation for any one month involved. Neither OpenEdge, nor any of its agents, officers, directors, or employees shall be liable for indirect, special, or consequential damages, even if advised of the possibility of such damages.

VIII. General

8.1 Assignment. Merchant may not assign this Agreement or the rights under this Agreement without its prior written consent and any purported assignment without such consent shall be void. This Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties. OpenEdge may use third parties to deliver the Services to Merchant. OpenEdge may assign this Agreement to any third party upon giving notice to Merchant.

8.2 Governing Law and Jurisdiction. This Agreement shall be exclusively governed by and construed according to the laws of the State of Delaware. The parties irrevocably submit to the exclusive jurisdiction of any state court in State of Georgia (and any federal court having jurisdiction in Fulton County, Georgia), in any action, suit or proceeding brought under this Agreement and waive, to the fullest extent it may do so, the defense of forum non conveniens.

8.3 Waiver of Trial by Jury. The parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement

8.4 Relationship of the Parties. Merchant and OpenEdge will be deemed to be independent contractors and will not be considered to be agent, servant, joint venturer or partner of the other.

8.5 Entire Agreement. The terms of the Merchant Application, the Schedule and the Exhibit are incorporated into the Agreement by reference. The terms of the Merchant Application and this Agreement set forth the entire understanding between OpenEdge and Merchant relating to its subject matter, and all other understandings, written or oral, are superseded.

8.6. No Waiver of Rights. No failure or delay by OpenEdge in exercising any power, right or remedy under this Agreement shall operate as a waiver. All waivers by OpenEdge must be in writing and signed by OpenEdge.

8.7 Voidness. If for any reason any court of competent jurisdiction finds any provision of this Agreement to be void or voidable, OpenEdge and Merchant agrees that the court may reform such provision(s) to render the provision(s) enforceable ensuring that the restrictions and prohibitions contained in this Agreement shall be effective to the fullest extent allowed under applicable law.

8.8 Construction of Terms. The captions used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Section 1.3, Sections 2.2 through 2.8, Article III, Article IV, Article V, Sections 6.3 and 6.4, Article VII and Article VIII of this Agreement shall survive its termination.

8.9 Copies. A facsimile of the Merchant Application or this Agreement bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

8.10 Force Majeure. The parties shall be released from liability under this Agreement for failure to perform any of the obligations where such failure to perform occurs by reason of any force majeure event, including, without limitation, act of God, fire, flood, storm, earthquake, tidal wave, communication failure, sabotage, war, military or terrorist operation, national emergency, mechanical or electronic breakdown, civil commotion, or the order requisition, request or recommendation of any government agency or acting governmental authority or either party's compliance therewith, or governmental regulation or priority or any other cause beyond either party's reasonable control whether similar or dissimilar to such causes.

8.11 Electronic Statements. By executing this Agreement, Merchant consents to the electronic delivery of statements, required notices and other OpenEdge related documents, in the format described in Section 8.12 below.

8.12 Notice. Any notice required to be provided to Merchant by this Agreement will be effective when OpenEdge Payments LLC sends it to the email address Merchant provided in the Merchant Application, or to the physical address Merchant provided in the Merchant Application, or the most recent address OpenEdge Payments LLC has in its records, by registered or certified mail or a nationally recognized overnight courier, at its option. Any notice required to be provided to OpenEdge Payments LLC by this Agreement will be effective when sent by registered or certified mail or a nationally recognized overnight courier to the following address:

OpenEdge Payments LLC
2578 West 600 North
Lindon, Utah 84042
Attention: General Counsel

8.13 Amendments to this Agreement, Merchant Application and Additional Services. Merchant understands that OpenEdge Payments LLC reserves the right to amend this Agreement, and the Merchant Application, at any time by providing Merchant notice of such amendments in the method described in Section 8.12. OpenEdge reserves the right to discontinue or modify this Agreement in its sole discretion upon such notice. Merchant's continued use of its Services after Merchant has been notified of any amendment(s) that have been made shall be deemed Merchant's consent to the terms in the revised Agreement. Such amendments shall be inapplicable to disputes arising, or arising out of an event occurring, prior to the date notice of such amendment was sent to Merchant.

EXHIBIT A

Definitions

- 1. ACH:** means the Automated Clearing House financial network.
- 2. Agreement:** means the OpenEdge Check Services Agreement, together with all of its exhibits and the Merchant Application.
- 3. OpenEdge:** means OpenEdge Payments LLC, a Delaware corporation, with offices at 2436 West 700 South Pleasant Grove, Utah 84062.
- 4. Chargeback:** means a type of Return that occurs when a bank account holder claims they did not authorize a transaction, when the account holder and the customer are not the same person (i.e., identity theft), when the authorization was not properly obtained from Merchant's customer or when a customer does not recognize a transaction.
- 5. Fees:** shall have the meaning ascribed to it in Section 3.2 of the Agreement.
- 6. FinCEN:** means the United States' government's Financial Crimes Enforcement Network.
- 7. Merchant:** means the merchant set forth on the Merchant Application, including its owners, agents, and employees.
- 8. Merchant Application:** means the merchant application attached to this Agreement.
- 9. Merchant Data:** means information in OpenEdge's possession, including that information provided on the Merchant Application as it may be updated and corrected from time to time.
- 10. NACHA Rules:** means the Operating Rules promulgated by the electronic transactions association NACHA, which are available at <http://www.nacha.org>.
- 11. ODFI:** means the originating depository financial institution that receives and processes electronic checks submitted by Merchant to OpenEdge under this Agreement.
- 12. OFAC:** means the United States government's Office of Foreign Assets Control.
- 13. Reserve Account:** shall have the meaning ascribed to it in Section 3.5 (C) of the Agreement.
- 14. Return:** means an ACH transaction rejected before being completely processed by the customer's bank (e.g., NSF, invalid account number, account closed, etc.).
- 15. Secured Assets:** shall have the meaning ascribed to it in Section 3.5 (A) of the Agreement.
- 16. Services:** means the electronic check processing and related services provided by OpenEdge to Merchant under this Agreement, including any or all of the following:
 - a. ACH Services:** shall have the meaning ascribed to it in Section 1.1 (B) of the Agreement.
 - b. Check21 Services:** shall have the meaning ascribed to it in Section 1.1 (C) of the Agreement.
 - c. Check Verification Services:** shall have the meaning ascribed to it in Section 1.1 (D) of the Agreement.
 - d. Routing Services:** shall have the meaning ascribed to it in Section 1.1 (A) of the Agreement.
- 17. Settlement Account:** shall have the meaning ascribed to it in Section 3.4 (A) of the Agreement.
- 18. Software:** shall have the meaning ascribed to it in Section 1.1 (G) of the Agreement.
- 19. Professional Service Providers:** means third-party service providers engaged by OpenEdge to provide services to Merchant or OpenEdge related to Merchant's use of the Services.

CARD SERVICES TERMS & CONDITIONS – GOVERNMENT ENTITIES

1. GENERAL.

- 1.1. The "**Card Services Agreement**" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "**you**"), Global Payments Direct, Inc. ("**Global Direct**"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("**Member**") is a member of Visa USA, Inc. ("**Visa**") and Mastercard International, Inc. ("**Mastercard**"). Global Direct is a registered independent sales organization of Visa®, a member service provider of Mastercard®, a registered Program Participant of American Express Travel Related Services Company, Inc. ("**American Express**"), and a registered acquirer for Discover Financial Services LLC ("**Discover**"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.
- 1.2. Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express®, Discover® and PayPal® transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Card Services Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB®, China UnionPay®, Diner's Club® and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Card Services Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.
- 1.3. Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "**Services**"). Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. ***A Merchant's submission of a transaction to Global Direct shall be deemed to signify Merchant's Acceptance of the Card Services Agreement, including the Terms and Conditions herein.***
- 1.4. Except as expressly stated in the first three paragraphs of section 13, all terms and conditions of this Card Services Agreement shall survive termination.

2. SERVICE DESCRIPTIONS.

- 2.1. Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, Mastercard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("**Switched Transactions**") to the respective card issuers, including but not limited to American Express, Diners Club and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

- 2.2. EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("**EBT**") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("**Recipients**"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("**FNS**") food stamp benefits ("**FS Benefits**") and/or government delivered cash assistance benefits ("**Cash Benefits**," with FS Benefits, "**Benefits**") to Recipients through the use of a state-issued card ("**EBT Card**").
- 2.3. Provisions regarding debit card services are set forth in section 27 below.
- 2.4. Provisions regarding Decline Minimizer Services are set forth in section 29 below.
- 2.5. Provisions regarding CallPop OpenEdge Services are set forth in section 30 below.
- 2.6. With respect to Visa and Mastercard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or Mastercard product that it has elected not to accept.

3. PROCEDURES.

- 3.1. Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at www.globalpaymentsinc.com. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry ("**PCI**") Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.
- 3.2. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. To the maximum extent permissible under applicable law, Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, Mastercard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs except to the extent that such fines, fees or costs arise solely from the gross negligence or willful misconduct of Global Direct.
- 3.3. Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both: (a) the

truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("**Truncation Laws**"); and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("**Laws on Collection of Personal Information**"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will, to the maximum extent permissible under applicable law, indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

- 3.4. Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form a part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.
4. **MARKETING.** Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.
5. **PAYMENT, CHARGES AND FEES.** Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct, a third party through Global Direct, or directly by a third party with Global Direct collecting monies with respect thereto (e.g., a POS Vendor Fee), shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). With respect to POS Vendor Fees, Global Direct does not control and is not responsible for the POS Vendor Fees charged to Merchant, and the pricing for any such fees depends on Merchant's agreement with such third party. Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("**ACH**") network and which can accept ACH transactions. Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, fines, penalties, etc. charged or assessed by third parties, the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.

- 6.1. Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); all hardware and software related to the CallPop OpenEdge Services (as defined below); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("**Software**"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.
- 6.2. The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). If Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct if any leased item of equipment is lost, destroyed, stolen or rendered inoperative. To the extent permissible under applicable law, Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees, to the extent permissible under applicable law, to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within 60 days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after 60 days.
- 6.3. Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing Services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing Services under this Card Services Agreement to any other party.
- 6.4. Merchant acknowledges that it may directly obtain software platform services from a third party that facilitate or integrate Global Direct's Services as set forth in section 2. Global Direct does not control and is not responsible for such software platform services or any fees (and their occurrence) charged by

such third party to Merchant related to such software platform services. The pricing for Merchant's use of any third-party platform services and any associated fees depends on Merchant's agreement with such third party. Merchant authorizes Global Direct to collect all monies related to Merchant's use of such third-party software (i.e., the POS Vendor Fee) on behalf of such third party as set forth in the Merchant Application and Merchant's agreement with such third party. Global Direct is not responsible for the acts or omissions of any third party and shall have no responsibility for or liability in connection with any software platform services Merchant receives from a third party, even if Global Direct collects monies with respect to such software or services. Global Direct makes no representation or warranty with respect to such third party's software platform services or such third party's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination.

7. **FINANCIAL INFORMATION.** Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.
8. **CHANGE IN BUSINESS.** Merchant agrees to provide Global Direct and Member 60 days prior written notice of its: (a) transfer or sale of any substantial part (ten percent or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.
9. **TRANSFERABILITY.** This Card Services Agreement is not transferable by Merchant without the prior written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's account(s) as described herein.

10. **WARRANTIES AND REPRESENTATIONS.**

- 10.1. Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's

terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that sales transactions submitted hereunder for purchase representing sales to any principal, partner, or proprietor of Merchant shall not constitute an unreasonable portion of Merchant's transactions relative to the Merchant's legitimate business requirements, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation PCI Data Security Standards, Visa's Cardholder Information Security Program and Mastercard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. If that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents an unreasonable sales transaction to any principal, partner, or proprietor, of Merchant, such sales transaction may be refused or charged back.

10.2. Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

10.3. ***Neither Member, nor Global Direct, nor any Supplier makes any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, software or services leased, sold, or otherwise furnished hereunder.***

11. **INDEMNITY.** Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. To the extent permissible under applicable law, Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c)

Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Card Services Agreement, including the foregoing indemnities to the extent permissible under applicable law, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. LIMITATION OF LIABILITY.

- 12.1. *Neither Member nor Global Direct shall be liable for failure to provide the Services or delay in providing the Services including processing delays or other non-performance if such failure is due to any cause or condition beyond such Party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, riots, war, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, telecommunications failures, equipment failures, unavoidable delays, the errors or failures of third party systems, non-performance of vendors, suppliers, processors or transmitters of information, or other similar causes beyond such party's control.***
- 12.2. *The liability of Global Direct and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the Equipment or the failure of the Equipment to operate, the unavailability or malfunction of the Equipment or the failure of the Equipment to operate, the unavailability or malfunction of the Services, personal injury or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed three months average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for the Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the Effective Date of this Card Services Agreement. This shall be the extent of Global Direct's and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy.***
- 12.3. *Under no circumstances shall Global Direct or Member be liable for special, consequential, punitive or exemplary damages, including lost profits, revenues and business opportunities, arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of placement of a merchant's name on any terminated merchant list for any reason even if Global Direct or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Card Services Agreement.***
- 12.4. *It is agreed that in no event will Global Direct or Member be liable for any claim, loss, billing error, damage or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct by Merchant within 60 days of such failure to perform, or, if a billing error occurs, within 90 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.***

12.5. *Global Direct agrees to maintain commercially reasonable levels of insurance coverage during the term of the Card Services Agreement consistent with the scope and nature of its business and applicable industry best practices. Upon reasonable request, Global Direct shall deliver a certificate of insurance reflecting its then-current policy coverage and carriers.*

13. TERM AND TERMINATION.

13.1. This Card Services Agreement shall remain in full force and effect for an initial term of one year (the “**Initial Term**”). The Card Services Agreement will automatically renew for additional one year periods (“**Renewal Term**” or “**Renewal Terms**”, and together with the Initial Term, the “**Term**”) unless Merchant gives 30 days’ advance written notice of termination prior to the end of the then-current term. This Card Services Agreement is expressly made subject to the limitations of the Merchant’s state constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by Merchant, contrary to the any constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Card Services Agreement, with respect to any financial obligation of Merchant which may arise under this Card Services Agreement in any fiscal year, if the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Card Services Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Merchant.

13.2. Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant’s default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant’s activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant’s terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant’s average ticket or volume as stated in the Merchant Application, or if Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

13.3. If Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such 30-day period unless notification is withdrawn.

13.4. Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant’s account(s). If the deposit has already been posted to Merchant’s account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant’s obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. If a termination occurs, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant’s expense.

14. **RETURNED ITEMS/CHARGEBACKS.** If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant’s accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of

any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. RESERVE ACCOUNT.

15.1. At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("**Reserve Account**"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) direct payment by Merchant—at the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; or (b) the proceeds of indebtedness presented for purchase. Merchant hereby grants Member a security interest in all accounts referenced in section 5 or any other accounts, including certificates of deposits, maintained by Merchant with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant hereby instructs said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. To the extent permissible under applicable law, Merchant will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

15.2. Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent of gross sales for the 90-day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent of gross sales for the 90-day period prior to termination in a Reserve Account.

16. DEFAULT/SECURITY INTEREST.

16.1. Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in section 5 may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence; (b) the Reserve Account; (c) any rights to receive credits or payments under this Card Services Agreement; and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that: (a) Merchant has good and valid rights and title to the property described herein; (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card

Services Agreement, without the consent or approval of any other person or entity; (c) no other person or entity has a security interest or lien in any of the property described herein; and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them, to the extent permissible under applicable law, are described above in section 15.

16.2. Merchant also agrees that, if a default by Merchant occurs, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

17. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

17.1. Any litigated action regarding, relating to or involving the validity, scope and/or enforceability of this Card Services Agreement, shall be brought in either the courts of the state of Georgia sitting in Muscogee County or the United States District Court for the Middle District of Georgia, and Merchant and Global Direct expressly agree to the exclusive jurisdiction of such courts. Merchant and Global Direct hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or Global Direct might otherwise have to personal jurisdiction or venue in such courts.

17.2. **Class Action Waiver:** *Merchant acknowledges and agrees that all disputes arising out of or related to this Card Services Agreement shall be resolved on an individual basis without resort to any form of class action and shall not be consolidated with the claims of any other parties. Merchant further agrees to waive, and hereby waives, the right to participate in a class action or to litigate or arbitrate on a class-wide basis.*

17.3. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "**American Express Guide**").

18. **AMENDMENTS.** Global Direct may change the terms of or add new terms to this Agreement at any time and any such changes or new terms shall be effective when notice thereof is given by Global Direct either through written communication or on its Merchant website located at: <https://reporting.globalpay.com>. Notwithstanding anything herein to the contrary, all fees, charges and/or discounts charged to Merchant hereunder may be changed immediately and without prior written notice to Merchant, provided that Global Direct will notify Merchant of any such changes promptly, either through written communication or on the Merchant website listed above. If Merchant provides written objection to such changes or amendments, Merchant shall have 15 calendar days from receipt of such changes or amendments to provide written notice to Global Direct of its desire to terminate this Card Services Agreement. Following receipt of such written notice, the amendments communicated by Global Direct or Member shall not take effect, and the Card Services Agreement shall continue under the prior terms for a period of up to 30 days. At the end of such 30-day period, this Card Services Agreement shall terminate and Merchant's ability to utilize the Services will cease.

19. **WAIVER.** No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. **EXCHANGE OF INFORMATION.** Merchant authorizes Global Direct to order a credit report on Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.
21. **GENERAL.** If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.
22. **NOTICES.** All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc.- 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.
23. **MERGER.** This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.
24. **EFFECTIVE DATE.** This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.
25. **DESIGNATION OF DEPOSITORY.** The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("**Depository**") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services Agreement. Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.
26. **FINANCIAL ACCOMMODATION.** The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, if Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.
27. **DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**
- 27.1. Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "**Covered Terminals**") in each of the following debit card networks ("**Networks**"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("**Applicable Laws**") and with all by-laws, regulations, rules,

and operating guidelines of the Networks ("**Network Rules**"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

27.2. Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this section 27 shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

27.3. If the Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section 27 shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Card Services Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

28. **MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.** If Merchant accepts EBT transactions (as defined in section 2, Services Descriptions), Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "**Rules**"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "**Merchant**" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon 90 days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "**State**" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

29. **DECLINE MINIMIZER SERVICES.** If Merchant elects to use Global Direct's Decline Minimizer Service (as defined below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "**Decline Minimizer Services**"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.

30. **CALLPOP OPENEDGE SERVICES.**

30.1. Global Direct offers hardware and services, which may include but are not limited to, phone/fax to VOIP smart box converter, phone analytics, two-way calling, call notes and call history, quick text for incoming and missed calls, reviews via text, text to pay, smart caller ID, reporting portal(s), and mobile application(s) among other things (collectively, the "**CallPop OpenEdge Services**") for Merchant's sole use with its internal business operations.

30.2. If Merchant elects to use Global Direct's CallPop OpenEdge Services (as defined above), the following terms apply. In consideration of Merchant's payment of the fees and charges set forth in the Merchant Application with respect to Global Direct's CallPop OpenEdge Services, and subject to the terms and conditions herein, Global Direct agrees to provide Merchant certain CallPop Services and hereby grants Merchant a limited, non-exclusive, non-sublicensable, non-transferable license in the United States of America to access and use the CallPop Open Edge Services (as defined above) solely for Merchant's internal business operations. Merchant shall not and shall not permit or authorize any other party to (a) decompile, disassemble, reverse engineer, or otherwise attempt to discern the source code of the CallPop OpenEdge Services; or (b) copy, modify, enhance, or otherwise create derivative works of the CallPop OpenEdge Services. Either party may terminate or suspend the CallPop OpenEdge Services without terminating the rest of the Card Services Agreement pursuant to the termination and/or suspension rights specified in the Card Services Agreement. Notwithstanding the foregoing, Global Direct may terminate its obligations with respect to the CallPop OpenEdge Services at any time upon notice to Merchant. The CallPop OpenEdge Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.

30.3. *Notwithstanding anything to the contrary herein, excepts as expressly provided herein, Global Direct makes no representation or warranty, express or implied with respect to the CallPop OpenEdge Services, including without limitation, any hardware provided in connection therewith. Global Direct specifically disclaims all warranties as to the merchantability, condition, design, or compliance with specifications or standards, and expressly disclaims all implied warranties, including without limitation implied warranties of merchantability, fitness for a particular use, or non-infringement of third party rights, with respect to the CallPop OpenEdge Services. Global Direct does not warrant that the CallPop OpenEdge Services will operate without interruption or on an error-free basis. Global Direct shall have not liability to Merchant for incidental, special, consequential, indirect or exemplary damages, including without limitation lost profits, revenues and business opportunities, or damages for injury to person or property, arising out of or in connection with the use by Merchant of the CallPop OpenEdge Services.*

31. **DISCOVER PROGRAM MARKS.** Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("**Discover Program Marks**"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover

Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

32. **PAYPAL MARKS.** PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

33. **AMERICAN EXPRESS CARD ACCEPTANCE.**

33.1. If Merchant accepts American Express transactions, Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "**cardholder**" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

33.2. Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this section 33 shall have the same definition as "**Transaction Data**" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this section 33, "**Merchant Data**" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

33.3. Merchant hereby agrees that, if Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "**High Charge Volume Merchant**" for purposes of this section 33 means an American Express Program Merchant with either (i) greater than \$1,000,000 in

American Express charge volume in a rolling 12-month period or (ii) greater than \$100,000 in American Express charge volume in any 3 consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

- 33.4. Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.
- 33.5. In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the PCI Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.
- 33.6. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.
- 33.7. Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

34. ELECTRONIC SIGNATURES.

- 34.1. Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when: (a) your electronic signature is associated with the Card Services Agreement and related documents, (b) you consent and intend to be bound by the Card Services Agreement and related documents; and (c) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.
- 34.2. By pressing Submit, you agree: (a) that the Card Services Agreement and related documents shall be effective by electronic means; (b) to be bound by the terms and conditions of this Card Services Agreement and related documents; (c) that you have the ability to print or otherwise store the Card Services Agreement and related documents; and (d) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

35. SURCHARGES/OTHER FEES.

- 35.1. Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear in the Surcharge Addendum attached, however, such sectors and transaction

types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.

35.2. The items listed in this section 35 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

35.3. In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

35.4. Merchant will also be assessed: (a) Cross-Border fees and a U.S. Acquirer Support fee for international Mastercard and Maestro transactions; (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions; and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. Mastercard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

35.5. Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, Mastercard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

35.6. Merchant will also be assessed a Discover Network Authorization Fee.

35.7. Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

35.8. Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant

locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a Mastercard CVC2 Transaction fee and the Mastercard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. Mastercard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's Mastercard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGE ADDENDUM FOR PREDOMINANT MARKET SECTORS

Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale. Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.

- Obtain a cardholder signature (unless transaction is eligible for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system. Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "**Direct Marketer**" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions. Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address. Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction. Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in

the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount. Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who: (a) accept credit cards for advance payment; (b) guarantee reservations using a credit card; or (c) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

Paper Deposit Merchant

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

Card Present / Mag Stripe Failure:

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

Global Payments Direct Inc. is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

Debit sponsorship is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.

**City Council
Staff Agenda Report**

Agenda Item: 9i.

Agenda Subject: Discussion and possible action regarding replacement of gate valves on pumps.		
Meeting Date: December 17, 2020	Financial Considerations: \$10,000-\$20,000 (obtaining quotes) Budgeted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Strategic Vision Pillar: <input checked="" type="checkbox"/> Financial Stability <input checked="" 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

Prior Council Action:

Background Information: City Council approved maintenance for the cla-val in the amount of \$9,500 at the November 19, 2020 meeting. During the maintenance process, Cla-Val suggested the two gate valves be completely replaced. Currently, there are check valves on the pumps. The gate valves are shut down during pump maintenance and check valve repair, which is how the problem was discovered. The Cla-val acts as a backflow preventer before the gate valves. If the pumps go down, the check valves will hold the water, but if they fail, it could be a catastrophic failure because the gate valves cannot be turned off. You will not be able to replace a pump or check valve without the gate valve operating correctly.

The reason for the high cost range is pipe freezing maybe the only way to replace the gate valves as there is no other valves to shut off to do repair.

Recommended Action/Motion: Provide direction to staff on obtaining quotes for gate valve replacement, and approval of a cost range, if appropriate.

Attachments: None

**City Council
Staff Agenda Report**

Agenda Item: 9j.

Agenda Subject: Discussion and possible action on the Comprehensive Plan, to include but not limited to governing body approval of changes and setting future meeting dates. Final adoption of the Plan will take place at a future public meeting following legal publication requirements and notifications.

<p>Meeting Date:</p> <p>December 17, 2020</p>	<p>Financial Considerations:</p> <p>Budgeted:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar:</p> <p><input type="checkbox"/> Financial Stability</p> <p><input checked="" type="checkbox"/> Appearance of City</p> <p><input checked="" type="checkbox"/> Operations Excellence</p> <p><input type="checkbox"/> Infrastructure Improvements/Upgrade</p> <p><input type="checkbox"/> Building Positive Image</p> <p><input checked="" type="checkbox"/> Economic Development</p> <p><input type="checkbox"/> Educational Excellence</p>
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Prior Council Action:

Background Information: The purpose of this item is to provide an avenue to move forward in the Comprehensive Plan approval process, if needed. This item may not be needed. The reason the agenda item is worded in such a way is so that citizens know Council does not intend to adopt the Plan at this meeting. Public notice is required prior to final adoption of the Plan by Council.

Recommended Action/Motion: Guidance will be provided at the meeting, if needed.

Attachments: None

**City Council
Staff Agenda Report**

Agenda Item: 9k.

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

<p>Meeting Date:</p> <p>December 17, 2020</p>	<p>Financial Considerations:</p> <p>Budgeted:</p> <p><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</p> <p><input checked="" type="checkbox"/> Appearance of City</p> <p><input checked="" type="checkbox"/> Operations Excellence</p> <p><input checked="" type="checkbox"/> Infrastructure Improvements/Upgrade</p> <p><input type="checkbox"/> Building Positive Image</p> <p><input type="checkbox"/> Economic Development</p> <p><input type="checkbox"/> Educational Excellence</p>
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Background Information: This is a recurring item for the city hall project. It is possible staff will need to clarify wiring needs at this meeting, but that is unknown until after a meeting to be held early next week.

Recommended Action/Motion: If information is received, provide direction to staff for those items.

Attachments: City Hall Project Cost

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	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 Basic Services	Lump Sum-Fixed			51,000.00		26,965.99		24,034.01	26,965.99		
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				400.00		400.00	0	-	400.00		
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				16,895.50		6,935.76	0	9,959.74	6,935.76		
DCG Environmental, LLC											
Asbestos Study				2,945.00		2,945.00		-	2,945.00		
Taylor, Olson, Adkins, Sralia & Elam											
Legal Consulting Services		29.5		12,430.00	29.5	12,430.00		-			12,430.00
RJM Construction											
see sub-schedule for detail				1,356,322.00		404,975.70		951,346.30	404,975.70		
Miscellaneous											
CivCast-Publication				99.99		99.99		-		99.99	
Commercial Recorder - Publication				12.80		12.80		-		12.80	
Council Contingency Expenses											
Crane Operator			43,678.00	43,678.00				43,678.00			
Teague, Nall & Perkins-Platting			(5,200.00)			5,200.00		(5,200.00)	5,200.00		
Topographic-Final plat fees			(9,825.00)			7,000.00		(7,000.00)	7,000.00		
OWT-Downstream Study			(175.00)			175.00		(175.00)	175.00		
OWT-Removal of Sally Port			(5,000.00)								
Kitchen Range change to ADA			(3,500.00)								
			(650.00)								
			19,328.00								
				<u>1,696,750.29</u>		<u>680,107.24</u>		<u>1,016,643.05</u>	<u>250,213.75</u>	<u>417,463.49</u>	<u>12,430.00</u>
Cash Balance @ 10/30/20							1,480,593.19				
pending transfer							-				
Budget Interest 11/20-9/21							1,375.16				
							<u>1,481,968.35</u>				
Cash Balance remaining							465,325.30				

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

**City Council
Staff Agenda Report**

Agenda Item: 9I.

Agenda Subject: Discussion and possible action regarding Project #2020-02, Twin Lakes, Twin Springs to include, but not limited to any change order approval.

<p>Meeting Date:</p> <p>December 17, 2020</p>	<p>Financial Considerations:</p> <p>Budgeted:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar:</p> <p><input type="checkbox"/> Financial Stability</p> <p><input checked="" type="checkbox"/> Appearance of City</p> <p><input checked="" type="checkbox"/> Operations Excellence</p> <p><input checked="" type="checkbox"/> Infrastructure Improvements/Upgrade</p> <p><input type="checkbox"/> Building Positive Image</p> <p><input type="checkbox"/> Economic Development</p> <p><input type="checkbox"/> Educational Excellence</p>
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Prior Council Action:

Background Information: Background Information: This is a recurring item that will appear on all future agendas until this project is complete.

There is nothing to report at this time.

Recommended Action/Motion: None at this time.

Attachments: Street Cost List

**City Council
Staff Agenda Report**

Agenda Item: 9m.

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

<p>Meeting Date: December 17, 2020</p>	<p>Financial Considerations: Unknown but won't exceed \$10,000</p> <p>Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Financial Stability <input type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence
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Prior Council Action:

Background Information: This is a standing agenda item that will appear on all future agendas. The idea is provide an item whereby staff can discuss needs that come up after the agenda posting deadline. These would only be items that, without council approval, would otherwise put operations on hold.

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

Attachments: None

**City Council
Staff Agenda Report**

Agenda Item: 9n.

Agenda Subject: Discussion and possible action regarding an alternatives analysis from Freese & Nichols for Elkins Lake Dam.		
Meeting Date: December 17, 2020	Financial Considerations: At least 1.3 million Budgeted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Strategic Vision Pillar: <input type="checkbox"/> Financial Stability <input type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence

Prior Council Action: At the March 2020 meeting, council approved an agreement with the Trinity River Authority related to a water rights issue. That issue is a separate issue from the dam safety issue being presented, but is mentioned for new council members who may hear both terms being used. The water rights issue has been resolved but the dam safety issue remains unresolved.

Background Information: The dam safety issue goes back to 2014 and resulted from a complaint on the dam. The complaint resulted in an investigation from TCEQ. The result of the investigation was a notice of enforcement action as the dam was found to be out of compliance. Staff’s understanding is that both the water rights issue and the dam safety analysis came to be because of the compliance issue with TCEQ.

Elkins Dam is considered a high hazard dam. The term is given to dams that have a potential loss of life expectancy of seven or more lives or three or more habitable structures in the breach inundation area downstream of the dam. When looking at maps provided in the PowerPoint, you will notice the proximity of Cinnamon Park Apartments along Spanish Trail to the west of Elkins Lake. To resolve the high hazard issue, Freese & Nichols (FNI) has provided three alternatives for repair. Alternative 3 is not recommended by staff as it creates a low water crossing which could create an accessibility issue for XTO staff. Heavy rains could make the entrance inaccessible. For the alternatives mentioning CLOMR/LOMR updates (FEMA flood map updates), those costs are included in the quote provided.

FNI did find a grant which staff reviewed with FNI. Staff initially asked for FNI’s cost to prepare and submit the application for the project. However, the grant isn’t appropriate for this project. FNI felt it was possible to make the project fit, but it is unlikely our application would be competitive with other projects that typically apply for the grant. The grant is for the Flood Infrastructure Fund (FIF) with the Texas Water Development Board. Thus, FNI could submit the application with the city paying \$15,000 or more for design/engineering and then not be successful in grant award. Staff did ask if there would be less costs to turn the area into a green space. Staff understands this option would not be well received from citizens and most likely council as well, but we looked at all avenues because of the high cost for repair. The answer is ‘not necessarily’ because it’s not as simple as filling with dirt. Moving water or dirt could still be expensive and still affect FEMA flood maps which is expensive.

Council needs to discuss which alternative is preferred and propose plans for funding. The city may not necessarily need to fund the repair in its entirety in one year. The city just needs a defined plan to show TCEQ we are working on compliance.

Recommended Action/Motion: No action is suggested at this time, but staff wanted to present the topic so that council could make plans during the budget season and in the future.

Attachments: Freese & Nichols PowerPoint Presentation; Alternatives Analysis

ELKINS LAKE DAM



City Council Meeting

SEQUENCE OF EVENTS

- May 7, 2014 – Compliance Investigation by Texas Commission on Environmental Quality (TCEQ)
- May 21, 2014 – TCEQ Dam Safety Inspection
- June 5, 2014 – Letter from TCEQ Dam Safety (Finding – Elkins Lake dam is under TCEQ jurisdiction)
- July 30, 2014 – Letter from TCEQ Dam Safety (findings of dam safety inspection)
- August 25, 2014 – Notice of Enforcement Action

SEQUENCE OF EVENTS

- June 13, 2019 – City Reached out to FNI about Lake Elkins
- June 27, 2019 – FNI sent updated Notification flowchart and Distribution List to City
- July 17, 2019- After City reviewed, FNI sent final EAP with hard copies to City at no cost to City
- August 14, 2019 - FNI met with Sherry and Greg Petty to discuss Elkins Lake Dam. City tells FNI to complete the Report for Alternatives Analysis with leftover contracted amount with Lloyd Gosselink

SEQUENCE OF EVENTS

- October 2019 – City Administrator transitions and Report to start in January
- October 2019 – City sent hard copies of EAP to Appropriate People on notification flowchart
- February 28, 2020- FNI sent Alternatives Analysis Report to City
- May 11, 2020- City Met with FNI to discuss Report

- Dam Safety Analysis
- Water Rights Permit Application

SITE VISIT BY FNI

September 26, 2014



Purpose:

- Confirm whether structure is a dam under TCEQ jurisdiction
- Confirm whether lake requires water rights permit

WHAT IS TCEQ DEFINITION OF A DAM?

30 Texas Administrative Code Chapter 299.1

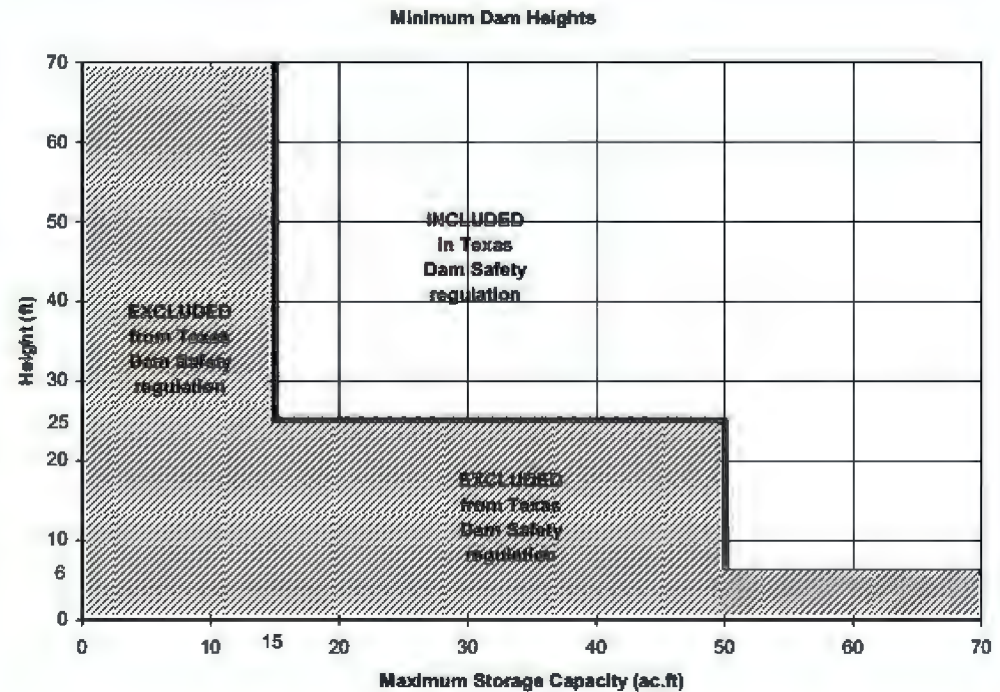
(30 TAC §299.1)

- Height > 6 feet

AND

- Max Storage \geq 50 acre-feet

Figure: 30 TAC §299.1(a)(2)



WHY IS IT A DAM?

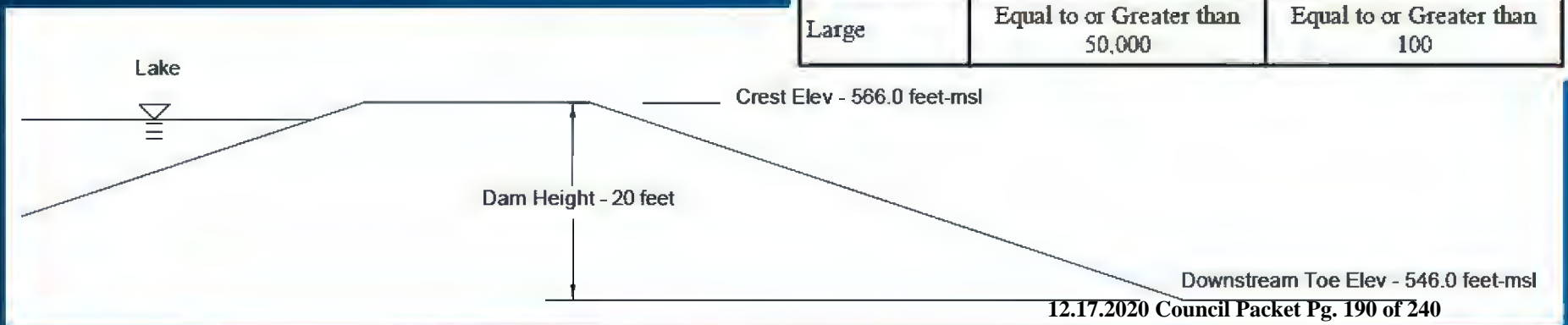
Dam Height = 20 feet

Maximum Storage = 138 acre-feet (45 MG)

30 TAC §299.13

SMALL size dam

SIZE CLASSIFICATION		
Category	Impoundment Maximum Storage (Acre-Feet)	Height (Ft.)
Small	Equal to or Greater than 15 and Less than 1,000 Equal to or Greater than 50 and Less than 1,000	Equal to or Greater than 25 and Less than 40 Greater than 6 & Less than 40
Intermediate	Equal to or Greater than 1,000 and Less than 50,000	Equal to or Greater than 40 and Less than 100
Large	Equal to or Greater than 50,000	Equal to or Greater than 100



HAZARD CLASSIFICATION

Downstream Impacts

HIGH hazard dam

30 TAC §299.14



(3) High. A dam in the high-hazard potential category has:

(A) loss of life expected (seven or more lives or three or more habitable structures in the breach inundation area downstream of the dam); or

(B) excessive economic loss, located primarily in or near urban areas where failure would be expected to cause extensive damage to:

(i) public facilities;

(ii) agricultural, industrial, or commercial facilities;

(iii) public utilities, including the design purpose of the utility;

(iv) main highways as defined in §299.2(33); or

(v) railroads used as a major transportation system.

HAZARD CLASSIFICATION

Downstream
Impacts



HIGH hazard dam – Legal description that describes risk IF dam fails. Does NOT reflect condition of the dam or likelihood of failure

Existing, High Hazard Dam Must:

- Pass 75% of the Probable Maximum Flood (PMF)
 - Currently Passes 19%

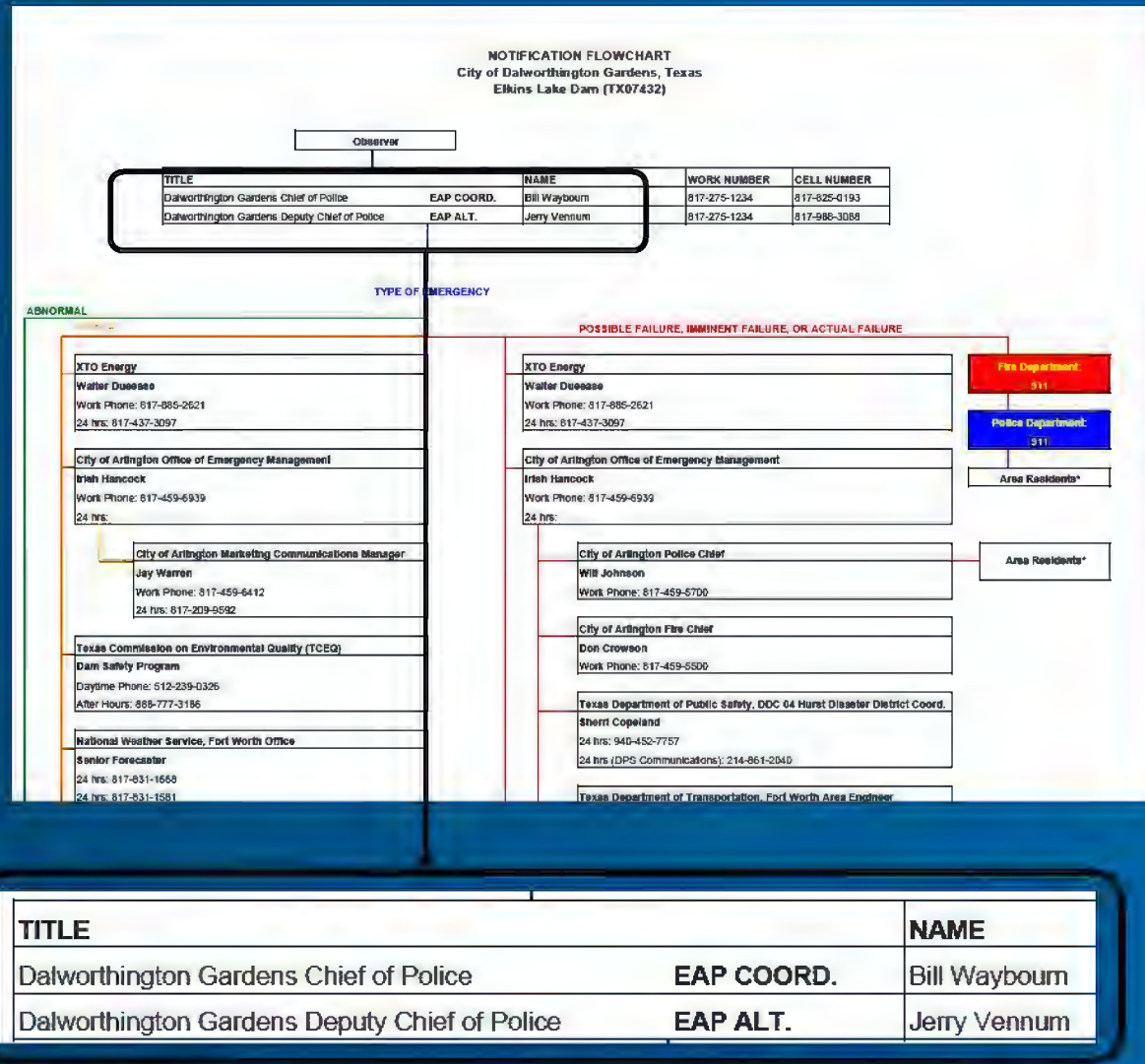
AND HAVE

- Breach Analysis - Complete
- Emergency Action Plan (EAP) - Complete
- Operation and Maintenance Plan - Complete
- Inspection Program - Recommended

EMERGENCY ACTION PLAN

Purpose

- Identify potential emergency situations at dam
- Provide a response plan to prevent failure of dam
- Identify key personnel responsible for implementing EAP
- Identify notification procedures to follow in the event of an emergency at dam



OPERATION & MAINTENANCE MANUAL



Elkins Lake Dam (TX07432) Operation and Maintenance Manual

Prepared for:

City of Dalworthington Gardens, Texas

Purpose

- Standard operating procedures and maintenance
- Maintain dam in good condition
- Inspection Tables
- Inspection Checklists

Elkins Lake Dam Operation and Maintenance Manual
City of Dalworthington Gardens, Texas

Summary Checklist
G - Good, F - Fair, P - Poor

Dam Component/Observation	G	F	P	N/A	Comments
Embankment					
Crest					
Cracks					
Crest Misalignment					
Low Areas					
Slopes					
Sinkhole					
Deteriorated or Missing Grass Slope Protection					
Erosion					
Rodent Activity					
Ant Activity					
Bulges					
Balls					
Trees/Obscuring Brush					
Slides/Sloughs					
Cave In/Collapse					
Cracks					
Seepage					
Spillway					
Vegetation or Debris Obstructing Spillway					
Vegetation and Trees Growing in Spillway					
Erosion of Grass Protection in Spillway Approach					
Rodent Activity					
Ant Activity					
Concrete Deterioration of Pipes					
Grouted Rock Riprap in Discharge Area Damaged					
Vegetation and Trees Growing in Discharge Area					
Undercutting of Discharge Area					

Elkins Lake Dam Operation and Maintenance Manual

City of Dalworthington Gardens, Texas



Embankment Inspection Table

Problem	Probable Cause	Potential Consequences	Recommended Actions
Sinkhole	Piping or internal erosion of the embankment	Piping can cause a lake to drain, or can lead to a dam failure as the embankment materials are eroded away.	Inspect the dam for other sinkholes or areas of seepage. The existing sinkholes should be inspected to determine their potential cause, and to determine what further action is needed. Consult a Professional Engineer for further recommendations.
Deteriorated or Missing Grass Slope Protection	Wave action, heavy rainfall, and/or strong winds on the upstream slope of the embankment have resulted in a loss of	Further wave action, heavy rainfall, and/or strong winds against the unprotected portions of the embankment	Reestablish protective grass cover.

GAS WELL EFFECTS ON DAM

- XTO well pad – 2010
- 13 gas wells drilled to date
- No visual indication of damage to structure due to past activity
- Recommend monitoring program if future hydraulic fracturing will occur



ALT 1 DAM RAISE AND PARAPET WALL

Pro: Closely matches existing conditions, will allow XTO to still have access road.

Pro: Does not change improve upstream or downstream flooding for frequent events, which likely means limited adjustments to FEMA mapping

Pro: Embankment will remain grassed which provides similar aesthetic to existing.

Pro: Will provide more flood protection to the downstream inhabitants

Con: The upstream flood elevations will be affected because water could be impounded to the new top of dam elevation.

Con: This option may have CLOMR/LOMR repercussions which will need to be analyzed

Con: More expensive alternative

	Alternative 1: Dam Raise and Parapet Wall
Construction	\$1,010,000.00
Professional Services	\$310,000.00
Total	\$1,320,000.00



ALT 2 OVERTOPPING PROTECTION

Pro: Closely matches existing conditions, will allow XTO to still have access road.

Pro: Does not change improve upstream or downstream flooding for more frequent events, which likely means limited adjustments to FEMA mapping

Pro: Option will likely not require any CLOMR/LOMR process updates

Con: The downstream side of the embankment will be armored with RCC, which will change the aesthetics of the dam.

Con: Does not provide more flood protection to the downstream inhabitants

Con: Most expensive alternative

	Alternative 2: RCC Overtopping Protection
Construction	\$1,830,000.00
Professional Services	\$470,000.00
Total	\$2,300,000.00



ALT 3 LOW WATER CROSSING & EXPAND SPILLWAY

Pro: Increase total discharge capacity in order for dam to pass 75% PMF event and meet dam safety criteria. Improves upstream flood levels

Pro: Small dam raise which requires less borrow and shorter parapet wall raise than Alternative 1

Pro: embankment will remain grassed which provides similar aesthetic to existing.

Pro: Most cost-effective alternative

Con: Does not allow XTO to have access to the drilling site during high frequency events. Road will be a low water crossing.

Con: Increases spills downstream for more frequent floods.

Con: This option will likely have CLOMR/LOMR repercussions which will need to be analyzed

	Alternative 3: Low-water crossing & Expand SPW
Construction	\$700,000.00
Professional Services	\$310,000.00
Total	\$1,010,000.00



MODIFICATION ALTERNATIVES

Unknowns:

- Need geotechnical information
- Need additional survey information
- Potential cost sharing with XTO?

WATER RIGHT INVESTIGATION

Based on the following:

- Kennedale USGS 1959 quadrangle map
- Aerial photographs
- Site visit

USGS 1959 Quadrangle Map



30 TAC §297.1 (50)

“State water--The water of the ordinary flow, underflow, and tides of every flowing river, natural stream, and lake, and of every bay or arm of the Gulf of Mexico, and the stormwater, floodwater, and rainwater of every river, natural stream, and watercourse in the state. State water also includes water which is imported from any source outside the boundaries of the state for use in the state and which is transported through the beds and banks of any navigable stream within the state or by utilizing any facilities owned or operated by the state. Additionally, state water injected into the ground for an aquifer storage and recovery project remains state water. State water does not include percolating groundwater; nor does it include diffuse surface rainfall runoff, groundwater seepage, or springwater before it reaches a watercourse.”

30 TAC §297.1 (59)

“Watercourse--A definite channel of a stream in which water flows within a defined bed and banks, originating from a definite source or sources. (The water may flow continuously or intermittently, and if the latter with some degree of regularity, depending on the characteristics of the sources.)”

WATER RIGHT STATUS

Findings – Elkins Lake:

1. Is located on a watercourse
 2. Impounds waters of the state
 3. Requires a water right permit
- Submitted Water right application - 2015
 - Administratively Complete – waiting on TCEQ

Applicant	WR No.	County	Application Received	Admin. Complete	Project Manager
City of Dalworthington Gardens	13199	Tarrant	6/4/2015	1/12/2017	Josh Schauer

**City Council
Staff Agenda Report**

Agenda Item: 9o.

Agenda Subject: Discussion and possible action regarding the city’s response to COVID-19 (coronavirus), to include but not limited to any necessary disaster declarations, updates to City Council, and cost-related needs.

<p>Meeting Date:</p> <p>December 17, 2020</p>	<p>Financial Considerations:</p> <p>Budgeted:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar:</p> <p><input type="checkbox"/> Financial Stability</p> <p><input checked="" type="checkbox"/> Appearance of City</p> <p><input checked="" type="checkbox"/> Operations Excellence</p> <p><input checked="" type="checkbox"/> Infrastructure Improvements/Upgrade</p> <p><input type="checkbox"/> Building Positive Image</p> <p><input type="checkbox"/> Economic Development</p> <p><input type="checkbox"/> Educational Excellence</p>
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Prior Council Action:

Background Information: This will be a recurring item to provide an avenue to discuss needs related to COVID-19 moving forward. With cases being received almost daily in the city, and more city employees being affected, staff needs a way to discuss matters if they arise after the council packet has been delivered. There is nothing to discuss at this time.

Recommended Action/Motion: Nothing suggested at this time.

Attachments: None.