

**MINUTES of a BUDGET WORK SESSION
and
REGULAR MEETING of the DALWORTHINGTON GARDENS
CITY COUNCIL and SPECIAL MEETING of the DALWORTHINGTON GARDENS
CRIME CONTROL & PREVENTION DISTRICT**

**Budget work session: Thursday, May 17, 2007 6:00 P.M.
Regular session: Thursday, May 17, 2007 7:00 P.M.**

BUDGET WORK SESSION

A budget work session of the City Council and the council members sitting as the board of directors of the Dalworthington Gardens Crime Control & Prevention District was held at **6:00 o'clock p.m. on Thursday, May 17, 2007 in the Council Chambers of the Dalworthington Gardens City Hall, 2600 Roosevelt Drive, Dalworthington Gardens, Texas.** The following items of business were considered, discussed and acted upon, as deemed appropriate:

MEMBERS PRESENT:

Michael Tedder, Mayor and board president
Guy Snodgrass, Mayor Pro tem and board member
Mike Pettke, Councilman and board member
Jim Piland, Councilman and board member
Steve Loe, Councilman and board member
Ken Wallace, Councilman and board member

STAFF PRESENT:

Melinda Brittain, City Secretary
Jerry Venum, Acting Chief of Public Safety
Stan Wilkes, City Attorney
Dick Perkins, City Engineer
Krysten Jeter, Deputy City Secretary

CALL TO ORDER - Mr. Tedder announced that a quorum was present and called the work session to order at 6:10 p.m. The members present, acting concurrently as City Council and District board of directors, took up the following matters:

- Proposed adjustments and amendments to the 2006-2007 budget of the City;
- Proposed adjustments and amendments to the 2006-2007 budget of the Crime Control & Prevention District;
- Proposed two-year plan and budget of the Crime Control & Prevention District for fiscal years 2007-2008 and 2008-2009.

The chair asked for discussion by the members and other interested parties. Action on all matters was deferred until the city council meeting to follow.

The meeting was recessed, to be continued as a part of the city council meeting scheduled for 7:00 p.m.

REGULAR SESSION

A regular meeting was held at **7:00 o'clock p.m.** on **Thursday, May 17, 2007** in the **Council Chambers of the Dalworthington Gardens City Hall, 2600 Roosevelt Drive, Dalworthington Gardens, Texas.** All members of the City Council present at the work session continued in attendance at the regular session. The following items of business were considered, discussed and may be acted upon, as deemed appropriate by the Council:

CALL TO ORDER - Mayor Tedder called the meeting to order at 7:08 p.m.

Agenda item 1: Citizen comments The following persons were present to ask questions or make comments about matters not on the agenda:

Ken Kiser
Cathy Stein
Adam Zduniewicz
John Walsh
Marion Kikert

Agenda item 2: Mayor and Council comments. There were no Mayor and Council comments.

Agenda items 3 and 4: Proclamations. The City Secretary read proclamations of the Mayor as follows:

Proclaiming May 20 – 26, 2007 as Hurricane Awareness Week in the City; and
Proclaiming September 30, 2007 as Albert Taub Day in the City.

Agenda item 5: Resolution 07-40, Departmental Reports and April Financial Report.

Staff members made brief comments on the Departmental Reports and the April Financial Report previously submitted to the Council in written form. On motion by Councilman Pettke, seconded by Councilman Loe, by a vote of 5 ayes and no nays, it was:

RESOLVED, that the Departmental Reports and April 2007 Financial Report are hereby received and accepted.

Agenda item 6: Resolution 07-41, Minutes of April 19, 2007 Meeting

On motion by Councilman Piland, seconded by Councilman Loe, by a vote of 5 ayes and 0 nays, it was:

RESOLVED, that the minutes of the City Council meeting of April 19, 2007 are hereby approved.

Agenda item 7: Resolution 07-42, Mid-year budget review amendments.

On motion by Councilman Wallace, seconded by Councilman Piland, by a vote of 5 ayes and no nays, it was:

RESOLVED, that the City's budget for all accounts in general and special funds be amended and that a copy of the budget, as amended, be appended to the minutes of this meeting.

Tabled Items from April 19, 2007 Meeting

Agenda items 8 and 9: Resolution 07-43, Crime Control and Prevention Budget Adjustment for 2006-2007; and, Crime Control and Prevention Budget for 2007-2008 and 2008-2009. On motion by Councilman Pettke, seconded by Councilman Wallace, by a vote of 5 ayes and no nays, the item was removed from the table.

After discussion and opportunity for all persons present to be heard, on motion by Councilman Pettke, seconded by Councilman Loe, by a vote of 5 ayes and no nays, it was:

RESOLVED, that the Crime Control and Prevention Plan and Budget for 2006-2007 be and the same are hereby amended and that a copy of the plan and budget, as amended, be appended to and made a part of this resolution.

RESOLVED FURTHER, that the two-year Crime Control and Prevention Plan and Budget for 2007-2008 and 2008-2009 be and the same are hereby adopted as the District's plan and budget for such period of time and that a copy of the plan and budget be appended to and made a part of this resolution.

RESOLVED FURTHER, that this resolution shall be deemed the respective actions of the City Council and the board of directors of the Dalworthington Gardens Crime Control and Prevention District.

Agenda item 10: Interlocal agreement with City of Arlington for automated signal enforcement. No action was taken on this item.

Agenda item 11: Resolution 07-44, Purchase of School Zone Flasher Equipment. On motion by Councilman Pettke, seconded by Mayor Pro tem Snodgrass, by a vote of 5 ayes and no nays, the item was removed from the table.

On motion by Councilman Pettke, seconded by Mayor Pro tem Snodgrass, by a vote of 5 ayes and no nays, it was:

RESOLVED, that the proposal for purchase of school zone flasher equipment be denied.

Agenda item 12: Resolution 07-45, Authorization for disposal of City property.

On motion by Councilman Pettke, seconded by Councilman Loe, by a vote of 5 ayes and no nays, the item was removed from the table.

On motion by Mayor Pro tem Snodgrass, seconded by Councilman Loe, by a vote of 5 ayes and no nays, it was:

RESOLVED, that the city staff is hereby authorized to dispose of certain property belonging to or in the custody of the city by any lawful means, such property being:

Stove-range	Microwave oven
Refrigerator	Bookshelf with 6 compartments

Desk 4-drawer horizontal filing cabinet
Desk with lockable front 2-door closet with shelf
5-shelf adjustable shelving

Agenda item 13: Ordinance 07-05, Amendment to Title 6, “Animals”: Provisions for the sale and care of animals.

On motion by Councilman Pettke, seconded by Councilman Wallace, by a vote of 5 ayes and no nays, the item was removed from the table.

On motion by Councilman Wallace, seconded by Councilman Piland, by a vote of 5 ayes and no nays, the following ordinance was adopted:

ORDINANCE 07-05

AN ORDINANCE OF THE CITY OF DALWORTHINGTON GARDENS AMENDING TITLE 6: ANIMALS, OF THE CITY CODE, BY ADOPTING CHAPTER 6.2 – CARE AND HUMANE TREATMENT OF ANIMALS; MAKING UNLAWFUL CERTAIN TREATMENT OF ANIMALS; PROHIBITING KEEPING OF CERTAIN ANIMALS; AND BY ADOPTING CHAPTER 6.3, SALE OF ANIMALS; PRESCRIBING CONDITIONS OF HOUSING ANIMALS FOR SALE; MAKING THIS ORDINANCE CUMULATIVE OF OTHER ORDINANCES ON THE SUBJECT; PRESCRIBING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION; AND, NAMING AN EFFECTIVE DATE.

BE IT ORDAINED:

1.

That TITLE 6: ANIMALS, of the Code of the City be amended by the addition thereto of a new chapter, designated as CHAPTER 6.2, CARE AND HUMANE TREATMENT OF ANIMALS, that hereafter shall be and read as follows:

Chapter 6.2 – CARE AND HUMANE TREATMENT OF ANIMALS

6.2.01 Unlawful acts enumerated.

- A. It shall be unlawful for a person to sell or deliver live rabbits, gerbils or hamsters less than four (4) weeks of age, except when sale or delivery is to provide animals for educational purposes pursuant to a program conducted by a state or federally chartered organization engaged in animal husbandry education.
- B. It shall be unlawful for a person to sell, offer for sale, barter or display any living chickens, ducks, rabbits or other fowl or animal that has been dyed, colored or otherwise treated so as to impart to such animal an artificial color.

- C. It shall be unlawful for a person to give away any live animal as a prize or inducement for the purpose of attracting trade or business.
- D. It shall be unlawful for any person to beat, starve, overwork or otherwise abuse any animal.
- E. It shall be unlawful for any person who is an owner or is otherwise in control of an animal to abandon such animal.

6.2.02 Keeping of certain animals prohibited. It shall be unlawful for a person to sell, offer for sale, barter, trade, keep, own, maintain, use or have in one's possession or on one's premises under one's control any of the following:

A. Any dangerous animal. For the purpose of this chapter, the term "dangerous animal" means: an animal, including a dog, that makes an unprovoked attack on a human, causing bodily injury and occurring in a place other than an enclosure in which the animal was kept and that was reasonably certain to prevent the animal from leaving the enclosure; or, an animal, including a dog, that commits an unprovoked acts in a place other than an enclosure in which the animal is being kept, and those acts cause a person reasonably to believe that the animal will attack and cause bodily injury to that person.

B. Any prohibited animal, unless that person or the animal is made exempt herefrom by applicable provisions of state law. For the purpose of this chapter, the term "prohibited animal" means:

1. Mammals as follows: carnivores of the Family Mustelidae (such as weasels, skunks, otters, badgers, mink and martens, raccoons, coati, bears, bobcats, lions, tigers, ocelots, cougars, leopards, cheetahs, jaguars, lynxes, servals and caracals (except domestic cats); canines such as coyotes, foxes and jackals (except domestic dogs); hyenas, and primates (such as baboons, chimpanzees, gorillas and orangutans);
2. Reptiles such as venomous lizards or venomous marine snakes, rattlesnakes, water moccasins, copperheads, Old World Vipers, coral snakes, cobras, mambas, members of the Order Crocodilia, and the Family Chelydridae;
3. The Class Amphibia; and
4. Any hybrid of an animal listed in this sub-paragraph B.

6.2.03 Application of other laws. The requirements of this chapter shall be in addition to Federal laws and regulations and State of Texas laws and regulations governing the ownership and/or possession of these animals.

That TITLE 6: ANIMALS, of the Code of the City be amended by the addition thereto of a new chapter, designated as CHAPTER 6.3, SALE OF ANIMALS, that hereafter shall be and read as follows:

Chapter 6.3 – SALE OF ANIMALS

6.3.01 Scope of regulation. The provisions of this chapter shall apply to persons or businesses engaged in the sale or offering for sale of animals, as pet shops or otherwise and by whatever name such activity may be identified.

6.3.02 Structural standards. The facilities for housing animals offered for sale shall be structurally sound and shall be maintained in good repair so as to prevent injury to the animals. All buildings, premises and containers used to house or transport animals shall be maintained in a sanitary condition. Equipment shall be provided and used for the property storage and disposal of waste material in such manner as to control vermin, insects and obnoxious odors. The premises shall provide effective measures for controlling and preventing the infestation of animals and premises with external parasites and vermin.

6.3.03 Enclosures.

A. Enclosures for all animals shall be suited to the species of animals, structurally sound and maintained in good repair to protect animals from injury and escape. Enclosures shall be constructed and maintained so as to enable the animals to remain clean and dry when appropriate for the species. All animals shall be kept in proper enclosures except during the cleaning of the enclosures.

B. Walls and floors of enclosures shall be designed and constructed of nonabsorbent, nonporous materials impervious to moisture. If wire or grid flooring is used, it must be made of galvanized, stainless steel or plastic coated wire and be of adequate gauge to support the animal(s) without sagging and to prevent the animals' feet from passing through the openings. Enclosures in current use shall be cleaned and disinfected daily or more often if necessary to maintain a sanitary condition.

C. Enclosures shall be designed and constructed to provide adequate physical comfort of the animals. Each animal shall be provided with sufficient space to turn about freely and easily stand, sit or lie in a comfortable, natural position. Animals housed in groups must be maintained in compatible groups. No female dog or cat in season (estrus) shall be house in the same primary enclosure with male animals except for breeding purposes.

6.3.04 Housing facilities – conditions.

A. Temperature: The facilities housing animals shall be sufficiently

heated or cooled to protect animals from temperature extremes and to provide for the health and comfort of the animals at all times. The temperature of the air surrounding the animals shall be maintained, under normal conditions, at a minimum of 65 degrees and a maximum of 78 degrees Fahrenheit, except for those animals that, because of their species, require a different ambient temperature for reasonable comfort. Animals shall be provided protection from the direct rays of the sun.

B. Ventilation: Housing for animals shall be adequately ventilated in such a manner as to minimize drafts, offensive odors and moisture condensation and to provide for the health and comfort of the animals at all times. Ventilation shall be deemed adequate only if mechanical ventilation such as exhaust fans, exhaust vents or air conditioning is provided and properly operated.

C. Lighting: Facilities housing animals shall have ample, well-distributed light by natural or artificial means, or both, providing not less than 30 foot-candles of illumination for a minimum of eight hours in each twenty-four hour period, except where contraindicated for health reasons. Enclosures shall be placed to protect animals from excessive illumination.

6.3.05

Animal health.

A. Food: Animals shall be provided with food that is wholesome, palatable, free from contamination and of sufficient quantity and nutritional value to maintain animals in good health. Animals, other than certain reptiles that are not fed at least once daily under normal husbandry practices, shall be fed at least once every calendar day, except as dictated otherwise by hibernation, veterinary treatment, normal fasts, or other commonly accepted eating patterns recognized by professionals expert in the care of the animals concerned. Young animals shall be fed at least two times per day unless continuous feeders are provided. Feeding pans shall be durable and sanitized daily. Self-feeders may be used for the feeding of dry food, provided that they are cleansed and sanitized regularly to prevent molding or caking of food. If disposable food receptacles are used, they shall be discarded after each feeding. Food shall be stored in facilities that adequately protect against deterioration, molding or contamination by vermin.

B. Water: Potable water shall be provided at all times to each animal in accordance with its needs, except as otherwise directed by hibernation, veterinary treatment common practices recognized by professionals who are expert in the care of the animals concerned. Water dispensers shall be of a design and number to dispense adequate quantities of water, without spillage, for the species of animal to be served. Water containers shall be cleaned and sanitized at least once each day. Sipper-tube type water bottles, if used, shall be kept clean and sanitized regularly, free of dirt, debris and algae, and sanitized prior to an animal being placed in an enclosure.

C. Safety: The burning of any excreta, bedding or debris from animal enclosures is prohibited.

3.

That this ordinance shall repeal any provision of prior ordinances in conflict herewith.

4.

That this ordinance is hereby made cumulative of all other ordinances of the City not in conflict herewith.

5.

That if any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

6.

That violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor; and, that any person violating any provision of this ordinance shall be punished in accordance with the provisions of Section 1.1.26 of the City Code: By a fine not exceeding five hundred dollars provided, that violations of ordinances which govern fire safety, zoning and public health and sanitation, other than vegetation and litter violations, shall be punished by a fine not to exceed two thousand dollars. For each day that a violation shall continue or be permitted to exist, there shall be deemed a separate violation. Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation.

7.

That the caption and penalty clause of this ordinance shall be published in the Commercial Recorder, a newspaper of general circulation in the City, as provided by law.

8.

That this ordinance shall be in full force and effect from and after the date of its adoption and publication as provided by law.

Agenda item 14: Ordinance 07-06, Amendment to Chapter 15.4 of the Fire Prevention Code with reference to the possession and storage of combustible materials

On motion by Councilman Pettke, seconded by Councilman Wallace, by a vote of 5 ayes and no nays, the item was removed from the table.

On motion by Councilman Wallace, seconded by Councilman Piland, by a vote of 5 ayes and no nays, the following ordinance was adopted:

ORDINANCE 07-06

AN ORDINANCE OF THE CITY OF DALWORTHINGTON GARDENS AMENDING TITLE 15: BUILDINGS AND CONSTRUCTION, OF THE CITY CODE, BY AMENDING CHAPTER 15.4, THE FIRE PREVENTION CODE, BY AMENDING THE INTERNATIONAL FIRE CODE, 2006, AS ADOPTED, TO REGULATE THE STORAGE AND SALE OF FIREWOOD AND HAY; REQUIRING A PERMIT FOR CERTAIN REGULATED ACTIVITIES; PRESCRIBING STANDARDS FOR STORAGE AND ESTABLISHING MINIMUM SEPARATIONS; MAKING THIS ORDINANCE CUMULATIVE OF OTHER ORDINANCES ON THE SUBJECT; PRESCRIBING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION; AND, NAMING AN EFFECTIVE DATE.

BE IT ORDAINED:

1.

That CHAPTER 15.4, FIRE PREVENTION CODE, OF TITLE 15: BUILDINGS AND CONSTRUCTION, of the Code of the City be amended by the addition TO 15.4.03, Fire Code – Amendments, of the following amendments, designated as paragraphs 65. and 66. of said section:

65. That Chapter 19 of the International Fire Code, 2006, be amended by the addition thereto of Section 1910, FIREWOOD SALES AND STORAGE, reading as follows:

1910 - FIREWOOD SALES & STORAGE

1910.1 SCOPE Firewood sales and storage activities as a part of retail occupancies shall be in accordance with the provisions of this section.

1910.2 PERMITS A permit shall be required to store firewood in excess of 20 cords, such permit to be processed and issued, if appropriate, as an operational permit under Section 105 of this Code. For the purposes of this Section, a cord of firewood is defined as a stack of cut wood four (4) feet wide, four (4) feet high and eight (8) feet long.

1910.3 STORAGE

1910.3.1 General. Firewood shall be stacked with due regard for the stability of the pile and in no case higher than six feet. Firewood stacks in quantities exceeding one cord shall be not less than ten feet from any property line and twenty feet from any building or flammable or combustible materials. Stacks shall not exceed twenty (20) feet in width and one hundred (100) feet in length. Stacks shall be separated from each other by open space of not less than ten (10) feet.

1910.3.2 Access. Firewood storage shall be limited to a portion of the premises not open to access by customers when not attended by a person in charge or control of the premises or an employee of such person.

1910.3.3 Access lanes. Fire apparatus access lanes shall be provided to within 100 feet of all portions of the storage area. At least one access lane serving firewood stacks shall be at least twenty feet wide unless fire-sprinklered, in which case the lane width may be reduced to ten feet.

1910.3.4 Storage area housekeeping. The storage area and access lanes shall be maintained free from weeds and vegetation and the accumulation of rubbish, equipment or other articles or materials.

1910.4 SCREENING. Storage of firewood under a permit shall be surrounded by an approved screening fence six feet in height.

1910.5 SMOKING, OPEN FLAME

1910.5.1 Burning. Burning of any type is prohibited in the firewood storage area.

1910.5.2 Smoking. Smoking shall be prohibited in the firewood storage area. "No Smoking" signs shall be posted and maintained at each entrance or point of access to the firewood storage area.

1910.6 FIRE EXTINGUISHING APPLIANCES

1910.6.1 Water supply and hydrants. Approved water supply and fire hydrants capable of supplying the required fire flow in the event of fire in the storage area shall be provided to within 150 feet of all portions of the storage area.

1910.6.2 Fire extinguishers. Portable fire extinguishers shall be provided in or around the storage area at locations designated by the fire marshal.

66. That Chapter 29 of the International Fire Code, 2006, be amended by the addition thereto of Section 2910, HAY AND STORAGE, reading as follows:

2910 - HAY STORAGE

2910.1 SCOPE Hay storage as a part of retail occupancies shall be in accordance with the provisions of this section.

2910.2 PERMITS A permit shall be required to store hay as a part of retail sales activities, such permit to be processed and issued, if appropriate, as an operational permit under Section 105 of this Code.

2910.3 BALED STORAGE Hay, straw and similar agricultural products shall be stored in bales only, in accordance with the provisions of Section 2905 and this section of this Code.

2910.3.1 BALE SIZE AND SEPARATION.. Baled combustible fibers offered for sale at retail shall be limited as follows:

1. If storage is outside a building or other structure, it shall be limited to single stacks or blocks of not more than 2400 cubic feet in volume nor more than six feet high. Each

block or stack shall be separated from other blocks by aisles not less than five feet wide. Stacks or blocks shall be not less than ten feet from property lines and twenty feet from buildings or other combustible materials; provided, that if the hay is stored under a roofed structure that is fire-sprinklered in accordance with this Code, the separation may be reduced to ten feet.

2. Storage inside a building or other structure shall meet the requirements of Section 315 of this Code.

2910.3.2 ACCESS LANES. Fire apparatus access lanes shall be provided to within 100 feet of all portions of the storage area. At least one access lane serving hay stacks shall be at least twenty feet wide unless fire-sprinklered, in which case the lane width may be reduced to ten feet.

2910.3.3 TEMPERATURE MONITORING. The core of each single stack or block shall be monitored from time to time to determine that the temperature in the center of the stack or block does not exceed 150 degrees Fahrenheit. In the event of temperature above 150 degrees, bales shall be moved to allow for increased air circulation.

2.

That this ordinance shall repeal any provision of prior ordinances in conflict herewith.

3.

That this ordinance is hereby made cumulative of all other ordinances of the City not in conflict herewith.

4.

That if any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

5.

That violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor; and, that any person violating any provision of this ordinance shall be punished in accordance with the provisions of Section 1.1.26 of the City Code: By a fine not exceeding five hundred dollars provided, that violations of ordinances which govern fire safety, zoning and public health and sanitation, other than vegetation and litter violations, shall be punished by a fine not to exceed two thousand dollars. For each day that a violation shall continue or be permitted to exist, there shall be deemed a separate violation. Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation.

6.

That the caption and penalty clause of this ordinance shall be published in the Commercial Recorder, a newspaper of general circulation in the City, as provided by law.

7.

That this ordinance shall be in full force and effect from and after the date of its adoption and publication as provided by law.

Public Hearings with possible Action

Agenda item 17: Ordinance 07-07, Public Hearing: Amendment to Title 17, Zoning Ordinance, Chapter 6 - Commercial and Industrial District Regulations, Section 04 “B-3” Business District, Sub-section B. Restrictions on Use, with reference to outdoor storage and display of merchandise.

Mayor Tedder requested that this item be taken up out of agenda sequence and, there being no objection, he opened the public hearing at 7:41 p.m. and asked for public comments. The following persons spoke at the public hearing:

John Walsh
Adam Zduniewicz
Cathy Stein
Debra Harvey

There being no other public comments, Mayor Tedder closed the public hearing at 7:55 p.m.

On motion by Councilman Pettke, seconded by Councilman Loe, by a vote of 5 ayes and no nays, the following ordinance was adopted:

ORDINANCE 07-07

AN ORDINANCE OF THE CITY OF DALWORTHINGTON GARDENS AMENDING TITLE 17: ZONING, OF THE CITY CODE, BY AMENDING 17.6.04 OF CHAPTER 17.6 – COMMERCIAL AND INDUSTRIAL DISTRICT REGULATIONS; REGULATING THE OUTDOOR DISPLAY OF MERCHANDISE IN THE B-3 DISTRICT; PROHIBITING THE OUTDOOR STORAGE OF MERCHANDISE IN THE B-3 DISTRICT AND PROVIDING FOR EXCEPTIONS THERETO; REPEALING ORDINANCES IN CONFLICT HEREWITH; MAKING THIS ORDINANCE CUMULATIVE OF OTHER ORDINANCES ON THE SUBJECT; PRESCRIBING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION; AND, NAMING AN EFFECTIVE DATE.

BE IT ORDAINED:

1.

That Paragraph B., Restrictions on use, of Section 17.6.04, "B-3" Business District, of TITLE 17: ZONING, of the Code of the City be amended as follows:

a. By amending sub-paragraph 1 thereof so that it shall hereafter be and read as follows:

1. There shall be no outside storage of merchandise, except as provided in paragraph 6 of 17.6.04 B.

b. By amending sub-paragraph 2 thereof so that it shall hereafter be and read as follows:

2. In connection with any permitted use conducted within an enclosed building, there shall be allowed as an accessory use the display of merchandise out-of-doors, subject to the following limitations:
 - a. All sales of such merchandise shall be consummated indoors, and no cash register or package wrapping counter shall be located out-of-doors.
 - b. The merchandise displayed out-of-doors shall not be readily identifiable by type or product name from adjacent public streets by reason of package labels,
 - c. sales tags, markers, or otherwise. Only new merchandise may be displayed.
 - d. Merchandise displayed out-of-doors must be within the required building setback lines of the property and shall be placed on impervious surfaces only.
 - e. Outdoor area devoted to display shall not exceed in area one-half the floor area of the permitted use conducted in an enclosed building on the same property.
 - f. Merchandise shall not be displayed at a height of more than ten (10) feet within ten (10) feet of the building and not more than six (6) feet in height elsewhere.
 - g. For the purpose of this section, the location of merchandise outdoors and not taken indoors when the business is not open shall be deemed to be the storage and not the display of merchandise.

c. By the addition thereto of a new sub-paragraph, designated as 6., that shall hereafter be and read as follows:

6. Notwithstanding the provision of 1. of this section 17.6.04 B., outside display and storage of merchandise shall be permitted when it is of a kind or character that is commonly

stored or displayed outside of an enclosed building, such as a nursery, garden store or business otherwise offering for sale at retail merchandise that is not readily or customarily kept indoors. Any such display and storage shall be allowed, subject to the following limitations:

a. Open storage in any portion of the premises not open to public or customer access shall be screened from public streets, adjacent property and other portions of the premises.

b. Stored merchandise shall be that merchandise for which the point of sale at retail is on the same premises.

c. The display or storage shall comply with the provisions of 2.a. through c. of this section and with the parking provisions of this title.

d. There shall be no storage of merchandise under this sub-section 6. in any vehicle, trailer, portable building or portable container.

2.

That this ordinance shall repeal any provision of prior ordinances in conflict herewith.

3.

That this ordinance is hereby made cumulative of all other ordinances of the City not in conflict herewith.

4.

That if any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

5.

That violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor; and, that any person violating any provision of this ordinance shall be punished in accordance with the provisions of Section 1.1.26 of the City Code: By a fine not exceeding two thousand dollars. For each day that a violation shall continue or be permitted to exist, there shall be deemed a separate violation. Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation.

6.

That the caption and penalty clause of this ordinance shall be published in the Commercial Recorder, a newspaper of general circulation in the City, as provided by law.

7.

That this ordinance shall be in full force and effect from and after the date of its adoption and publication as provided by law.

Agenda item 15: Resolution 07-46 & 07-47, Request for final plat submitted by Doug Gilliland, Gardens Town Center, Lots 2 thru 6, Block 1, located at the Northwest corner of the intersection of Bowen Road and Pleasant Ridge Road.

Mayor Tedder opened the public hearing at 9:00 p.m. and asked for public comments. The following persons spoke at the public hearing:

Bill Allen
Alan Curlee
Cathy Stein

There being no other public comments, the Mayor closed the public hearing at 9:11 p.m.

Resolution 07-46. On motion by Councilman Wallace, seconded by Councilman Loe, it was:

RESOLVED, that the final plat of Block 1, Lots 2 through 6, THE GARDENS TOWN CENTER, an addition to the City of Dalworthington Gardens, Tarrant County, Texas, located at the northwest corner of Bowen Road and Pleasant Ridge Road, is hereby approved, subject to the following:

Satisfaction of all conditions applicable to the plat contained in the letter dated April 29, 2007 from J. Richard Perkins, City Engineer to the Planning and Zoning Commission of the City, such letter being made a part of this resolution.

The motion passed by a vote of 3 ayes and 2 nays, Councilman Pettke and Mayor pro tem Snodgrass voting nay.

Resolution 07-47. On motion by Councilman Wallace, seconded by Councilman Loe, it was:

RESOLVED, that the amendment to the concept plan for Block 1, Lot 2 of THE GARDENS TOWN CENTER, as submitted by "The Bank", applicant, is hereby approved, subject to the following: Satisfaction of all conditions applicable to the plan contained in the letter dated April 29, 2007 from J. Richard Perkins, City Engineer to the Planning and Zoning Commission of the City, such letter being made a part of this resolution; and, all conditions of the original concept plan as hereby amended.

The motion passed by a vote of 5 ayes and no nays.

Agenda item 16: Resolution 07-48, Public Hearing - Request for a planned development amendment by Arlington Classics Academy, located at 2800 West Arkansas Lane, Dalworthington Gardens Addition, Lot 3, Block 2.

Mayor Tedder opened the public hearing at 9:12 p.m. and asked for public comment. The following persons spoke at the public hearing:

Steven Brown
Theresa Dill
Cathy Stein
Ken Simon

There being no other public comments, the Mayor closed the public hearing at 9:30 p.m.

On motion by Councilman Pettke, seconded by Mayor Pro tem Snodgrass, by a vote of 5 ayes and no nays, it was:

RESOLVED, that the request for an amendment to the existing planned development by Arlington Classics Academy, on the property known as Lot 3, Block 2, Dalworthington Gardens Addition, located at 2800 West Arkansas Lane, be denied.

At this time Councilman Piland left the meeting.

Action items:

Agenda item 18: Resolution 07-49, regarding support for Super Bowl XLV.

On motion by Mayor Pro tem Snodgrass, seconded by Councilman Pettke, by a vote of 4 ayes and no nays, it was:

RESOLVED, that the City Council of the City of Dalworthington Gardens hereby states its support of regional efforts to bring Super Bowl XLV to the Metroplex.

Agenda item 19: Resolution 07-50, Appointments for expired terms on Boards and Commissions.

On motion by Mayor Pro tem Snodgrass, seconded by Councilman Wallace, by a vote of 4 ayes and no nays, it was:

RESOLVED, that the following persons are hereby appointed to boards and commissions of the city:

<u>BOARD</u>	<u>TERM EXPIRING</u>
ZONING BOARD OF ADJUSTMENT	
John Anton	June, 2009
Ned Webster	June, 2009

Charles Miller June, 2009

PLANNING AND ZONING COMMISSION

Lee Brown June, 2010

Graham Schadt June, 2010

PARK BOARD

Stacy Tedder June, 2009

Jeannine Calhoun June, 2009

Agenda item 20: Resolution 07-51, Authorization for First Southwest Company to prepare bond package for City Hall expansion.

On motion by Mayor pro tem Snodgrass, seconded by Councilman Pettke, by a vote of 4 ayes and no nays, it was:

RESOLVED, that First Southwest Company not be authorized to prepare bond package for City Hall expansion.

Agenda item 21: Resolution 07-52, Request for Proposal for gas drilling.

Councilman Wallace moved to table this item, seconded by Mayor pro tem Snodgrass. Thereupon Mayor pro tem Snodgrass withdrew his second and the motion to table died for want of a second.

On motion by Mayor Pro tem Snodgrass, seconded by Councilman Pettke, by a vote of 4 ayes and no nays, it was:

RESOLVED, that the City request bids for a proposal for the exploration of gas on property owned by the City, such request to be in substantially the following form:

CITY OF DALWORTHINGTON GARDENS

Request for Bids

BID FOR: Oil and Gas Lease

BID DUE DATE: June 20, 2007

BID DUE TIME: 2:00 p.m. CDT

CONTACT: Melinda Brittain, City Administrator

2600 Roosevelt Drive

DWG, TX 76004-3231
76016

E-mail:

Telephone: (817) 274-7368

Fax: (817) 265-4401

Sealed bids, one (1) original and five (5) copies, subject to the terms and conditions of this Request for Bid (RFB) provisions, will be received at the Office of the City Secretary/City Administrator, **2600 Roosevelt Drive, Dalworthington Gardens, TX 76016**, before the due date and time shown above. **Bids must be returned in a sealed envelope or other appropriate package, addressed to the Mayor, City of Dalworthington Gardens, and have the caption "Oil & Gas Lease Proposal and company name, phone number and contact person clearly marked on the outside envelope"**. Late bids will be returned to the Bidder unopened. Bids may be withdrawn at any time prior to the due date and time shown above. Bids may not be altered, amended or withdrawn after the due date and time.

The undersigned agrees if the bid is accepted, to promptly execute the Lease upon the terms and conditions contained in this RFB or the bid security will be retained by the City of Dalworthington Gardens (hereinafter called "the City").

Company Name and Address	Company's Authorized Agent:
	Signature
	Name and Title (Typed or Printed):
Federal ID Number (TIN) or SSN and Name	
Telephone No.	Date

Oil and Gas Lease Bid

1.0 INTRODUCTION AND GENERAL INFORMATION

1.1 Purpose of Request for Bids (RFB) The City intends to lease oil and gas interests in the form of the Lease included in this RFB.

1.2 Lease Schedule The City's anticipated lease schedule is shown below. These dates are subject to change by the City.

Activity	Schedule
RFB available	
Bids Due to City	
Lease finalized & executed	

1.3 Contact with City Council, Staff and Advisors All questions concerning this RFB must be directed to the City Administrator.

The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one bidder secures or attempts to secure an unfair advantage over another bidder or creates a situation where there is an appearance of impropriety in contacts between the bidder or bidder's agent or contractor or consultant and City officials.

After release of the RFB, no officer, employee, agent or representative of the bidder shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to the oil and gas lease.

Contacts by the bidder with City staff when such contacts do not pertain to the RFB or the potential lease are exempt from this provision. Examples include:

- Private (non-business) contacts with the City by bidder's employees acting in their personal capacity;
- Presentations and/or responses to inquiries initiated by City Staff; and
- Casual social contacts that do not include mention of the City oil and gas leases or potential leases.

If a representative of any company or party submitting a bid violates the foregoing prohibition by contacting any of these parties, such contact may result in a bidder being disqualified from the procurement process.

1.4 Reservation of Rights The City reserves the right to reject any or all bids, and may elect to make a decision without further discussion or negotiation.

The City further reserves the right to supplement, modify or withdraw this RFB at any time or to issue additional solicitations for bids. The City is not liable for any costs incurred by any bidder in the preparation of a response to this RFB or in any subsequent negotiations or response to questions by the City and its consultants, advisors and contractors.

1.5 Bid Evaluation The City will first examine bids to determine their conformance with the RFB. Any bids that are deemed to be non-conforming to the stated requirements may be rejected. Therefore, bidders should exercise particular care in reviewing the required bid format as set forth in this RFB.

1.6 Award of Lease The lease will be awarded to the highest and best bidder. However, the City reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any irregularities or informalities in a bid.

1.7 Contact Person Melinda Brittain, at address/phone stated above.

2.0 BEST BID

2.1 General The City wishes to enter into a relationship with a bidder that has extensive and successful oil and gas development experience including experience in environmentally sensitive areas and access to adequate drilling and all necessary equipment. Bids will only be accepted from prospective bidders who are engaged in offering the services called for in this RFB.

2.2 Experience Regarding Oil and Gas Leases Bidder will identify its experience in operating oil and gas leases. Regarding experience, bidder will identify lessors and property location, provide a contact name, address and phone number, and describe the property and bidder's responsibilities and accomplishments. Bidder shall have experience performing similar work in a satisfactory manner. The City seeks responsive Bids that reduce adverse impacts on public health and the environment; provide gas development stability; and ensure sustained receipts to the City.

2.3 Information Regarding Past and Pending Violations and Litigation The City desires to contract with a bidder that has a strong environmental compliance record and history of legal, ethical business practices. Therefore, bidder will describe all civil legal actions and administrative proceedings now pending with government agencies, or which have occurred in the past seven years, with potential liability or actual damages greater than \$5,000, or penalties assessed in the amount of \$5,000 or more.

3.0 SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

3.1 Scope of Services The City will lease City of Dalworthington Gardens oil and gas interests in areas verified by bidder in the form of a lease as included in this RFB.

Lessee shall assume all lease area oil and gas operational responsibilities, all monitoring activities, all state, local, and federal reporting responsibilities, be responsible, indemnify, and hold the City harmless, for any and all liabilities

regarding any leased premises.

3.2 Environmental Compliance The City desires to contract with a bidder that has a strong, positive environmental record and experience in solving environmental issues in a timely manner.

The City is also interested in ensuring that the environmental and neighborhood impacts from oil and gas development operations are minimized. Specific concerns include traffic, safety, noise, dust, litter, odors, air quality impacts, and storm water run-off. The bidder will describe in its bid how these impacts will be mitigated to comply with all current and reasonably anticipated federal and state requirements.

3.3 Policies, Procedures, Ordinances and Conditions that could Affect Service Delivery The Lessee will ensure compliance with all federal, state and local ordinances, procedures, and operating rules.

3.4 City Responsibilities - Lease Administration The Mayor of the City or his designee is hereby authorized to act on behalf of the City in any and all matters relating to or resulting from this RFB.

4.0 BID SUBMISSION REQUIREMENTS

4.1 Delivery and Acceptance of Bids Bids may be mailed, couriered or hand delivered to the City of Dalworthington Gardens, Office of the City Secretary, 2600 Roosevelt Drive, Dalworthington Gardens, TX 76016. All bids must be received at the Office of the City Secretary in the City by no later than **2:00 p.m., CST, Wednesday, June 20, 2007**. Bids received after this time and date will be returned unopened. Postmarks will not be accepted as proof of receipt.

Bidders are reminded that the U.S. Postal Service deliveries may be delayed. Bidders are responsible for on-time deliveries of bid documents to the City and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for U.S.P.S. deliveries to be received in time. Additionally, local courier firms and copy shops may accept fax copies, seal them and deliver to the City, for fees, for which the bidder bears responsibility.

Bidder must submit one (1) original and five (5) numbered copies of each bid in a sealed envelope or box. Bidders shall mark the company name, telephone number and name of contact person clearly on the outside of the box or envelope. Bids received on time will be opened publicly.

4.1.1 Bid Security Bid security in the amount of five percent (5%) of the lease bonus must accompany the bidder's bid. The bid security will be in the form of a cashier's check. The bid security must be in a separate, sealed envelope labeled bid security, with the bidder's name and the RFB number indicated.

This sum of money (5% of the lease bonus) is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated

damages. This sum of money is fixed and agreed on between the bidder and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage to the City.

If a bidder withdraws its bid after the due date, fails to negotiated in good faith with the City as determined by the Mayor of the City or his designee, or if, after the City and bidder agree on the specific lease terms, the bidder fails to sign the lease within fourteen (14) days after the lease has been presented to the bidder, the proposal security shall be forfeited and retained by the City as liquidated damages.

A bidder may withdraw from the negotiation process at any time prior to the projected date for completion of the lease and forfeit the proposal security. The withdrawal shall be in writing, signed by the same individual that signed the bid, and delivered to the City by certified mail to the office of the City Secretary.

4.2 Interpretations, Amendments and Addenda Any explanation, clarification, or interpretation desired by a bidder regarding any part of the RFB must be requested in writing from the City Administrator no later than the date specified herein. Requests for explanations or clarifications may be emailed, faxed or mailed to the City's contact for this RFB at the Contact location stated above.

All requests must clearly identify the bidder's company name and point of contact. Nothing stated or discussed orally during any conversation shall alter, modify or change the requirements of the RFB. Only interpretations, explanations or clarifications of this RFB and answers to questions that are incorporated into a written amendment or addendum to this RFB issued by the City shall be considered by bidders. All amendments or addenda will be distributed to each Person that registers with the Office of the City Secretary and requests a copy of all amendments to this RFB, but it shall be the responsibility of bidders to make inquiries as to the addenda issued. All such amendments or addenda shall become a part of this RFB, and all bidders shall be bound by such amendments or addenda. Each amendment or addendum issued will be on file in the Office of the City Secretary. Each bidder must acknowledge receipt of all amendments.

4.3 Ambiguity, Conflict or Errors in RFB Bidders are expected to examine all documents that make up the RFB. The City assumes no responsibility for any errors or misrepresentations that result from the use of an incomplete RFB. If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFB, it shall immediately notify the City of such error in writing and request modification or clarification of the document. The City may make modifications, if any, by issuing a written revision and will give written notice to all parties who have received the RFB from the City. The bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Bids prior to submitting the bid or it shall be waived.

4.4 Information Provided by City Information included in or provided with this RFB is provided solely for the convenience of the Bidders. WHILE THIS INFORMATION IS BELIEVED TO BE ACCURATE, NO REPRESENTATION OR WARRANTY OF ANY KIND IS MADE BY THE CITY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION INCLUDED IN OR PROVIDED WITH THIS RFB. Bidders are solely responsible for conducting such independent due diligence investigations as may be necessary for the preparation of bids. The City and its employees, consultants, agents and advisors are not responsible for the completeness or accuracy of any information distributed or made available, orally or in writing, during this procurement process.

4.5 Costs and Expenses of Bidders The City accepts no liability under any circumstances for any costs or expenses incurred by bidders in making a bid, visiting and evaluating City property, or in acquiring information, clarifying or responding to any condition, request or standard contained in this RFB. Each bidder that participates in this procurement process does so at its own expense and risk and agrees that the City shall not reimburse any costs incurred during this process whether or not any award results from this solicitation.

4.6 Statutory and Regulatory Provisions No representation is made as to the feasibility of any oil or gas lease on City property. There may be significant and costly legal and regulatory steps that must be accomplished by any successful bidder including, without limitation, necessary changes in zoning, securing permits or waivers from governmental agencies such as this City, the City of Fort Worth, City of Arlington, Texas Railroad Commission, Texas Water Commission, Texas Health Department, Environmental Protection Agency or Texas Commission on Environmental Quality or other federal, state or local agencies. Also, statutory provisions such as the requirement for a Public Hearing on the use of Park property may be required and the outcome of any zoning change request, permit, waiver or hearing is unknown.

4.7 Bidder's Indemnification of City BIDDER DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF BIDDER, HIS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES OR ANY OTHER PERSON, OR FOR ANY CLAIM, LOSS, DAMAGE, SUIT, DEMAND OR CAUSE OF ACTION RELATING TO THE BID, AWARD, NEGOTIATION, OR SELECTION OF BIDDER ARISING OUT OF OR IN CONNECTION WITH THIS RFB, AND BIDDER WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT CITY FROM ANY

AND ALL SUCH CLAIMS AND DEMANDS.

BY SUBMISSION OF A RESPONSE TO RFB, BIDDER AGREES THAT IT SHALL BE BOUND BY THE INDEMNITY PROVISIONS OF THIS RFB. IF ANY LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION ARISE OUT OF RFB, THE CITY MAY SEEK PAYMENT OF ANY EXPENSES INCURRED IN DEFENSE, SETTLEMENT, OR PAYMENT OF ANY JUDGMENTS, COSTS, FEES, CHARGES, EXPENSES, OR ANY EXPENDITURE NECESSARY DUE TO THE LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION THAT ARISES OUT OF THIS RFB.

5.0. INSTRUCTIONS AND MINIMUM STANDARDS

5.1. Oil and Gas Lease Bid Proposal Instructions Description of Property: The property to be leased consists of a certain tract or tracts of land described by exhibit hereto and including an estimated xxxx acres.

The bidder shall be responsible for determining the exact net acres to be leased.

The lease shall be awarded, at the discretion of the City Council, to the highest and best bidder submitting a bid in accordance with terms as outlined below.

It is the intention of the City to award the lease to the highest and best bidder submitting a sealed bid in accordance with these instructions; provided that, if in the judgment of the City the bids submitted do not represent the fair value of such lease, the Council will reject all bids. No bids will be considered unless submitted prior to the specified public bid opening. The City reserves the right to reject any and all bids for such lease at its discretion. However, should any bid be accepted, such lease shall be executed upon a form acceptable to the City. The City shall determine the highest and best bidder according to the terms submitted for the oil and gas lease, the reputation and quality of the bidder's oil and gas services including but not limited to the bidder's financial ability to provide the oil and gas services, safety record, compliance history and any other relevant information that the bidder submits to the City for consideration.

5.2 Minimum Standards of Bid

1. A primary term of no more than thirty-six (36) months. A primary term of twenty-four (24) months or less is preferred.
2. Lease Bonus payment: \$7,000 per acre or bidder's best offer.
3. Royalty: 25% (as described in the lease document) or bidder's best offer.

4. Bid Security in the amount of five percent (5%) of the lease bonus.
5. Other minimum standards:
 - A. Lessee shall restore the surface of all land that might be damaged by its operation as nearly as possible to its original conditions as soon as practicable after such damage occurs. Lessee must further agree to indemnify the City against any and all claims upon the part of third persons for damages or injuries of any kind or character that might arise from Lessee's operations.
 - B. The City prohibits the surface disposal of salt water or oil/gas field waste within the City.
 - C. Lessee must conform to the lease and all ordinances that apply to drilling in the City.
 - D. Lessee must satisfy itself as to title and acquire all necessary abstracts and other title information solely at their own expense; THE LEASE SHALL CONTAIN NO WARRANTY OF TITLE BY THE CITY.
 - E. A development plat or other drawing showing a drill plan and drill sites and proposed pooled units that are not located on the leased premises must be submitted with this bid. The plan should also show the location of access roads to the drill site, pipelines, electric lines and all surface facilities and equipment, none of which may be located on the leased premises unless the Lease allows otherwise. The City reserves the right to award this bid based on both price and the most advantageous location of the drilling locations and sites for pooling purposes.
 - F. An oil and gas lease will be finalized after the successful bidder is selected. The final form of said lease must be approved by the City Council but shall be substantially in the form of the lease document attached to this.
 - G. The City will allow the successful bidder to pool the lease to the extent provided in the lease document included in this RFB.
 - H. By submitting a bid, the bidder specifically waives any right to recover or be paid attorney's fees from the City or any of the City's employees and representatives under any of the provisions of the Texas Uniform

Declaratory Judgments Act (Texas Civil Practice and Remedies Code, Section 37.001, et. seq., as amended). By submitting a bid, each bidder agrees to waive and does hereby waive any claim the bidder has or may have against the City of Dalworthington Gardens, Texas, and the City's respective employees and representatives for the award of attorney fees, arising out of or in any way connected with the following:

1. The administration, evaluation or recommendation of any bid;
2. Waiver or deletion of any of the requirements under the bid documents including the lease;
3. Acceptance or rejection of any bids; and
4. Award of the bid or lease.

The bidder agrees that this is the intentional relinquishment of the above listed presently existing rights.

By execution and submission of this bid, the bidder hereby represents and warrants to the City that the bidder has read and understands the bid documents and this bid is made in accordance with the bid documents. Bidder acknowledges that it understands all terms within the bid documents, which include the waiver provisions, and that it had the right to consult with counsel regarding all of the above documents. By submitting a bid, the bidder acknowledges and agrees that there was and is no disparity of bargaining power between the bidder and the City.

- I. By submitting a bid, the bidder acknowledges that the bidder understands all terms of the bidding documents and consents to the bidding process and the possibility of non-selection.
- J. The City reserves the right to waive, delete or amend any of the requirements connected with this bid.

Bids addressed to the Mayor of the City of Dalworthington Gardens, Texas, will be received at the City's Municipal Building, 2600 Roosevelt Drive, Dalworthington Gardens, Texas 76016 until 2:00 PM CST; on June 20, 2007, and then publicly opened and read aloud at 2:30 PM CST in the Council Chamber of the City's Municipal Building. Any bids received after 2:00 p.m. on said date will not be considered.

**CITY OF DALWORTHINGTON GARDENS
OIL & GAS LEASE BID FORM**

Description of Properties: The property to be leased consists of the tracts of land described in Exhibit A to the Request for Bids.

The Bidder is responsible for determining the exact net acres to be leased.

Oil and Gas Lease Bid:

- **Primary Term:** _____ months. The **maximum** term permissible in the bid is eighteen months. A primary term of twelve (12) months or less is preferred.
 - **Lease Bonus:** _____
(\$ _____) is the total lease bonus.
 - **Bid Security:** _____
(\$ _____) This amount is five percent (5%) of the Lease Bonus.
 - **Royalty:** _____ percent (____%). The royalty paid to the City will be a **minimum** of one-fourth (1/4th) or twenty five percent (25%).
 - Only limited surface use of the tracts will be permitted in accordance with the lease and an approved drilling site plan. No surface use of developed parkland will be permitted.
 - **Site Plan:** Bidder must include a proposed gas drilling development plan or other drawings that include, at minimum:
 1. All drill sites;
 2. Pipeline access or plan for pipeline access;
 3. Surface equipment;
 4. Electrical service locations; and
 5. Access roads.
- Bidders shall also submit the following information:
 1. Bidders' experience in drilling and production in the Barnett Shale;
 2. Proof of financial ability to produce oil and gas;
 3. Industry compliance history; and
 4. Any other relevant information that the bidder wishes to submit to the City for the consideration.

An oil and gas lease will be finalized after the successful bidder is selected based upon a fully competed bid form with appropriate attachments and the oil and gas lease provided to bidder. Revisions to the RFB lease are discouraged. Any proposed revisions to the RFB lease must be specifically provided with your bid.

By execution and submission of this bid, the bidder hereby represents and warrants to the City that the bidder has read and understands the bid documents that include all documents in this Request for Bids, and this bid is made in accordance with the bid documents. Bidder acknowledges that it understands all terms within the bid documents, which include the waiver provisions, and that it had the right to consult with counsel regarding all of documents.

By submitting a bid, the bidder specifically waives any right to recover or be paid attorney's fees from the City of Dalworthington Gardens, Texas, or any of the City's employees and representative under any of the provisions of the Texas Uniform Declaratory Judgments Act (Texas Civil Practice and Remedies Code, Section 37.001, et.

seq., as amended.). By submitting a bid, each bidder agrees to waive and does hereby waive any claim the bidder has or may have against the City, and the City's respective employees and representatives for the award of attorney fees, arising out of or in any way connected with the following:

1. The administration, evaluation or recommendation or any bid;
2. Waiver or deletion of any of the requirements under the bid documents;
3. Acceptance or rejection of any bids; and
4. Award of the bid or lease.

By submitting a bid, the bidder acknowledges that the bidder understands all terms of the bidding documents and consents to the bidding process and the possibility of non-selection. By submitting a bid, the bidder acknowledges and agrees that there was and is no disparity of bargaining power between the bidder and the City.

The City reserves the right to waive, delete or amend any of the requirements connected with this bid and to reject any and all bids. The City also reserves the right to award this bid based on both price and the most advantageous location of the drilling locations and sites for pooling purposes.

Enclosed with this bid is a cashier's check for five percent (5%) of the lease bonus, which it is agreed shall be collected and retained by the City as liquidated damages if the City accepts this bid within one hundred twenty (120) days after the opening of bids and the undersigned bidder then fails to execute the Lease with the City within fourteen (14) days after the Lease has been presented to the bidder. This sum of money is fixed and agreed on between the bidder and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage to the City.

Respectfully submitted,

By: _____
Title: _____
Address: _____
Telephone: _____

Date: _____

Agenda item 22: Resolution 07-53, Technical support contract.

At this point Mayor Tedder recused himself from service on this agenda item. Mayor pro tem Snodgrass presided.

On motion by Mayor pro tem Snodgrass, seconded by Councilman Pettke, by a vote of 4 ayes and no nays, it was:

RESOLVED, that the Mayor of the City is hereby authorized to execute on behalf of the City an agreement between the City and KD1 Solutions, LLC, a copy of the agreement being appended to this resolution, subject however to the prior approval

by the City Attorney of the contractor's Acceptable Use Policy referenced in the agreement.

RESOLVED FURTHER, that the City Secretary is hereby authorized to attest the execution of the agreement and to affix the seal of the City thereto.

Discussion Only There were no future agenda items requested by any councilman.

ADJOURNMENT

On motion by Councilman Wallace, seconded by Councilman Pettke, by a vote of 4 ayes and no nays, the meeting was adjourned at 10:48 p.m.