
405 Municipal Drive, Kennedale, Texas 76060

AGENDA
KENNEDALE CITY COUNCIL
REGULAR MEETING - September 8, 2011
CITY COUNCIL CHAMBERS

WORK SESSION - 5:30 PM
REGULAR SESSION - 7:00 PM

I. CALL TO ORDER

II. WORK SESSION

***NOTE: Pursuant to Section 551.071, Texas Government Code, the City Council reserves the right to adjourn into Executive Session at any time during the work session or the regular session to discuss posted executive session items or to seek legal advice from the City Attorney on any item posted on the agenda.**

- A. Discuss mandatory water usage restrictions issued by Tarrant Regional Water District.
- B. Discuss road construction schedule.
- C. 9/11 Memorial dedication.
- D. Discuss the 'Today in America' program.
- E. Discuss November regular meeting date.
- F. Discuss other items on the agenda.

III. EXECUTIVE SESSION: 6:15pm

- A. The City Council met in closed session pursuant to Section 551.071 of the Texas Government Code for consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion on any item posted on the agenda and legal issues regarding regulation or litigation of sexually oriented businesses.

IV. REGULAR SESSION

V. ROLL CALL

VI. INVOCATION

VII. UNITED STATES PLEDGE

VIII. TEXAS PLEDGE

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State under God; One and Indivisible."

IX. VISITOR/CITIZENS FORUM

At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting.

X. REPORTS/ANNOUNCEMENTS

In addition to any specific matters listed below, the city council may receive a report about items of community interest, including but not limited to recognition of individual officials, citizens or departments, information regarding holiday schedules, upcoming or attended events, etc.

- A. Mayor: Updates and information, if any.
- B. Councilmembers: Updates and information, if any.
- C. City Manager: Updates and information, if any.

XI. CONSENT ITEMS

All matters listed under consent agenda have been previously discussed, require little or no deliberation, or are considered to be routine by the council. If discussion is desired, then an item will be removed from the consent agenda and considered separately.

- A. Consider approval of meeting minutes from regular meeting held on August 11, 2011.
- B. Consider authorizing the City Manager to sign an agreement renewing Interlocal Agreement Court Order no. 108115 with Tarrant County for cooperative funding of improvements to Sublett Road.
- C. Consider authorizing the City Manager to sign an agreement renewing Interlocal Agreement Court Order no. 108359 with Tarrant County for cooperative funding of improvements to Little School Road.
- D. Consider authorizing the City Manager to sign an agreement renewing Interlocal Agreement Court Order no. 107251 with Tarrant County for cooperative funding of improvements to Bowman Springs Road.
- E. Discuss and consider authorizing the City Manager to make an emergency expenditure to replace the well pump and motor on well #4.
- F. Resolution to accept an award from the Urban Birds Treaty Program through the United States Fish & Wildlife Service.

XII. REGULAR ITEMS

- A. Public hearing to receive input on the Fiscal Year 2011-2012 Proposed Budget.
 - 1. Staff Presentation
 - 2. Public Hearing
 - 3. Staff Response and Summary
- B. Public hearing to receive input on the Fiscal Year 2011-2012 Tax Revenue Increase.
 - 1. Staff Presentation

2. Public Hearing
3. Staff Response and Summary

C. Discuss and consider appointing Shirley Jackson to Place 1 and Donald Rawe to Place 5 of the Library Advisory Board.

D. Discuss and consider approval of AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS AMENDING CHAPTER 14, "MUNICIPAL COURT", OF THE KENNEDALE CITY CODE, AS AMENDED, CREATING THE OFFICE OF CITY MARSHAL; PROVIDING THE DUTIES OF A CITY MARSHAL; PROVIDING THAT THE CITY MARSHAL SHALL BE A PEACE OFFICER; REQUIRING A CITY MARSHAL TO TAKE AN OATH OF OFFICE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

E. Discuss and consider approval of AN ORDINANCE AMENDING SECTION 2-3 OF THE KENNEDALE CITY CODE (1991), AS AMENDED, BY AMENDING, REPEALING, OR PROVIDING FOR FEES FOR CERTAIN CITY SERVICES; PROVIDING FOR THE ADOPTION OF ADDITIONAL FEES BY ORDINANCE; PROVIDING FOR THE REPEAL OF FEES INCONSISTENT WITH THE FEES ESTABLISHED HEREIN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

XIII. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION, IF NEEDED

XIV. ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Kennedale will provide for reasonable accommodations for persons attending City Council meetings. This building is wheelchair accessible, and parking spaces for disabled citizens are available. Requests for sign interpreter services must be made forty-eight (48) hours prior to the meetings. Please contact Amethyst Cirno, City Secretary, at 817.985.2104 or (TDD) 1.800.735.2989

CERTIFICATION

I certify that a copy of the September 8, 2011, agenda was posted on the City Hall bulletin board next to the main entrance of the City Hall building, 405 Municipal Drive, of the City of Kennedale, Texas, in a place convenient and readily accessible to the general public at all times and said Agenda was posted at least 72 hours preceding the schedule time of said meeting, in accordance with Chapter 551 of the Texas Government Code.



Amethyst G. Cirno, City Secretary

Date: September 8, 2011

Agenda Item No: WORK SESSION - A.

I. Subject:

Discuss mandatory water usage restrictions issued by Tarrant Regional Water District.

II. Originated by:

Larry Ledbetter, Director of Public Works

III. Summary:

Larry Ledbetter will present information regarding the current restrictions.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

1.	Restriction Background Info	drought.pdf
----	-----------------------------	-------------



August 24, 2011

Dear Wholesale Water Customer,

This letter is to inform you that the City of Fort Worth has initiated Stage 1 of its Drought Contingency and Emergency Water Management Plan, effective August 29, 2011. As you are aware, your contract with the City of Fort Worth requires you to implement your plan once you receive this notice.

Some of the Stage 1 drought restrictions include, but are not limited to:

- Outdoor watering is limited to a twice per week watering schedule:
 - No watering on Mondays
 - Non-residential locations may only water on Tuesdays and Fridays
 - Residences ending in an even number may only water on Wednesdays and Saturdays
 - Residences ending in an odd number may only water on Thursdays and Sundays
- Water may not run off the property more than 50 feet.
- Hosing of paved areas is prohibited.
- Hosing of buildings is prohibited; except for fire protection or surface preparation prior to painting.
- Foundations may be watered for up to two hours on any day, by hand, soaker hose or drip irrigation.
- Establishing new turf is strongly discouraged.

Our goal for Stage 1 is a five percent reduction in consumer usage. The City of Fort Worth will notify you when further action is needed, including conclusion of the drought or the initiation of further drought stages.

Thank you in advance for your prompt attention and compliance. Should you have any questions, please call myself or Micah Reed at 817-392-8740.

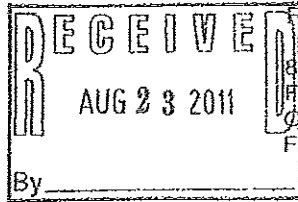
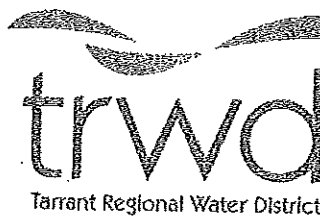
Sincerely,

S. Frank Crumb, P.E.

Water Director, City of Fort Worth

WATER DEPARTMENT
WATER CONSERVATION

THE CITY OF FORT WORTH • 1130 FOURNIER STREET • FORT WORTH, TEXAS 76102
817-392-8740 • FAX 817-392-8735



P.O. Box 4508
Fort Worth, Texas 76164
800 E. Northside Drive
Fort Worth, Texas 76102
Office: 817-335-2491
Fax: 817-877-5137

Board Members

Victor W. Henderson
Hal S. Sparks, III
Jack R. Stevens
Marty V. Leonard
Jim Lane

August 22, 2011

VIA CERTIFIED MAIL

Mr. S. Frank Crumb
Water Director
Fort Worth, City of
PO Box 870
Fort Worth, TX 76101

Dear Mr. Crumb,

Please be advised that due to receding lake levels the combined storage capacity in Tarrant Regional Water District Reservoirs will soon fall to 75% - one of the trigger conditions for Stage 1 Water Watch of the TRWD Drought Contingency Plan.

In an effort to conserve water supplies, TRWD is implementing Stage 1 of its Drought Plan beginning Monday, Aug. 29 and requesting all of its customers to do the same. Stage 1 does include mandatory measures which will require customers to notify TCEQ within five days of implementing their plans. Notification can be done online by filling out the PWS Drought Reporting Form located on the TCEQ website at:
<http://www.tceq.texas.gov/response/drought/drought.html>.

The water district encourages everyone to promote water efficient practices within their communities to stretch the region's water supplies. As you know, Texas is experiencing the worst one-year drought on record. We have no idea when it will end, and it appears across the state that no one is immune.

We will continue to monitor the situation and keep you posted of any changes in water supply status that would trigger or reverse the implementation of future drought response stages.

Sincerely,

James M. Oliver
General Manager

Cc: Mr. Micah Reed

Date: September 8, 2011

Agenda Item No: WORK SESSION - B.

I. Subject:

Discuss road construction schedule.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Discuss ongoing road construction projects and schedules.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: September 8, 2011

Agenda Item No: WORK SESSION - C.

I. Subject:

9/11 Memorial dedication.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Discuss the October 15th memorial dedication ceremony and logistics.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: September 8, 2011

Agenda Item No: WORK SESSION - D.

I. Subject:

Discuss the 'Today in America' program.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Discuss opportunity presented by the 'Today in America with Terry Bradshaw' program.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: September 8, 2011

Agenda Item No: WORK SESSION - E.

I. Subject:

Discuss November regular meeting date.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Discuss moving the date of the November regular meeting, potentially to November 17th.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: September 8, 2011

Agenda Item No: WORK SESSION - F.

I. Subject:

Discuss other items on the agenda.

II. Originated by:

III. Summary:

This is the council's opportunity to pull any items from the regular session for discussion.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: September 8, 2011

Agenda Item No: EXECUTIVE SESSION - A.

I. Subject:

The City Council met in closed session pursuant to Section 551.071 of the Texas Government Code for consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion on any item posted on the agenda and legal issues regarding regulation or litigation of sexually oriented businesses.

II. Originated by:

III. Summary:

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Date: September 8, 2011

Agenda Item No: REPORTS/ANNOUNCEMENTS - A.

I. Subject:

Mayor: Updates and information, if any.

II. Originated by:

III. Summary:

Time allotted for Mayor Lankhorst to speak on any topics deemed necessary.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Date: September 8, 2011

Agenda Item No: REPORTS/ANNOUNCEMENTS - B.

I. Subject:

Councilmembers: Updates and information, if any.

II. Originated by:

III. Summary:

Time allotted for any councilmember to address the council, staff, or citizens on topics deemed necessary.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Date: September 8, 2011

Agenda Item No: REPORTS/ANNOUNCEMENTS - C.

I. Subject:

City Manager: Updates and information, if any.

II. Originated by:

III. Summary:

Time allotted for the City Manager to address the Council with any updates or information deemed necessary.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Date: September 8, 2011

Agenda Item No: CONSENT ITEMS - A.

I. Subject:

Consider approval of meeting minutes from regular meeting held on August 11, 2011.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

Please see attached minutes from the previous month.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	August 11 Minutes	8.11.2011_MINUTES_City Council - Regular.docx
----	-------------------	---

405 Municipal Drive, Kennedale, Texas 76060

**MINUTES
KENNEDALE CITY COUNCIL
REGULAR MEETING - August 11, 2011
CITY COUNCIL CHAMBERS**

**WORK SESSION - 5:30 PM
REGULAR SESSION - 7:00 PM**

I. CALL TO ORDER

Mayor Pro-Tem John Clark called the meeting to order at 5:33pm

II. WORK SESSION

***NOTE: Pursuant to Section 551.071, Texas Government Code, the City Council reserves the right to adjourn into Executive Session at any time during the work session or the regular session to discuss posted executive session items or to seek legal advice from the City Attorney on any item posted on the agenda.**

Item E was moved to the beginning of the work session as directed by the City Manager.

E. Effective Tax Rate & Rollback Tax Rate Summary

Sakura Dedrick approached the council with information on the effective tax rate. Overall rate is \$00.70 cents, so the city will be holding an additional two hearings over the next few months.

A. Discuss options for conducting the May 2012 general election.

Amethyst Cirimo gave a brief update on the state of Senate Bill 100 regarding general elections.

B. Discuss economic development incentive strategies.

Intern Justin Pruitt gave an update on several incentive strategies currently being examined by the Economic Development Corporation, noting that industrial development may be a beneficial choice for Kennedale Parkway. Tax incentive districts and abatement zones were discussed.

C. Update on water restrictions.

Amethyst Cirimo gave a brief update on current regional water restrictions and drought stages, including regional media campaigns to deal with the issue. Larry Ledbetter gave a brief history on water restrictions in Kennedale and the region and gave a perspective on what may happen in the coming weeks.

D. Present information and receive guidance on potential revisions to noise regulations and to oil and

gas regulations.

Rachel Roberts approached the council with information on the Planning and Zoning Commission's process for special exceptions regarding oil and gas operations and nuisance regulations regarding low frequency sounds and moving oil and gas related sounds into the nuisance ordinance regarding noise and sound.

Councilmember Clark recommended that the sound ordinances should be standardized and enforced as one ordinance with as much consistency as possible.

Councilmember Liz Carrington recommended a need for baseline noise testing and analysis.

F. Discuss other agenda items as needed.

Consent Items C and H were moved to the work session for discussion.

Consent Item C: Sakura Moten-Dedrick discussed amendments to the Administrative Fee Ordinance.

Consent Item H: Sakura Moten-Dedrick noted that the city would like to remove consent item H and roll credit card fees into the Administrative Fee Ordinance. Due to this, Consent item H will be removed from the agenda.

III. REGULAR SESSION

Mayor Lankhorst called the regular session to order at 7:05pm.

IV. ROLL CALL

<i>COUNCIL</i>	<i>PRESENT</i>	<i>ABSENT</i>
MAYOR, BRYAN LANKHORST	x	
MAYOR PRO TEM JOHN CLARK	x	
COUNCILMEMBER BRIAN JOHNSON	x	
COUNCILMEMBER FRANK FERNANDEZ	x	
COUNCILMEMBER KELLY TURNER	x	
COUNCILMEMBER LIZ CARRINGTON	x	

<i>CITY STAFF</i>	<i>PRESENT</i>	<i>ABSENT</i>
CITY MANAGER BOB HART	x	
CITY SECRETARY AMETHYST CIRMO	x	
CITY ATTORNEY WAYNE K. OLSON	x	
JAMES COWEY BUILDING OFFICIAL	x	
POLICE CHIEF TOMMY WILLIAMS	x	
FIRE CHIEF MIKE MCMURRAY	x	
DIR. OF FINANCE SAKURA MOTEN-DEDRICK	x	
DIR. PUBLIC WORKS LARRY LEDBETTER	x	
PLANNER RACHEL ROBERTS	x	
HUMAN RESOURCE DIR KELLY COOPER	x	

V. INVOCATION

VI. UNITED STATES PLEDGE

VII. TEXAS PLEDGE

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State under God; One and Indivisible."

VIII. VISITOR/CITIZENS FORUM

At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting.

Pat Doescher, Chair of the Kennedale Chamber of Commerce approached the city regarding a litter problem along Kennedale Parkway between Valley Lane and Interstate 20.

Greg Hutson, Executive Director of the Kennedale Chamber of Commerce announced the upcoming Chamber Luncheon on Wednesday August 17th.

Tiesa Legett from Chesapeake Energy approached the Council regarding air sampling issues and requested that the council speak with the Board of Adjustment regarding continuous air sampling.

Brian Beorner from Chesapeake Energy approached the council with additional information regarding the recent air quality studies completed in Fort Worth.

Adelai Pennington from Red Barn Health Club approached the Council regarding the upcoming Kennedale Classic Half-Marathon which I scheduled to take place on September 3rd, which will be held as an official Olympic qualifying race for many hopefuls. Joe Boyle, running coach, also spoke on behalf of the Marathon.

Earnest Harvey approached the Council regarding air quality in Kennedale, asking gas companies that currently conduct air quality testing to continue doing so for the benefit of all residents' health.

IX. REPORTS/ANNOUNCEMENTS

In addition to any specific matters listed below, the city council may receive a report about items of community interest, including but not limited to recognition of individual officials, citizens or departments, information regarding holiday schedules, upcoming or attended events, etc.

- A. Present Police Department Life Saving Awards.
 - Shannan DeFrancisco
 - James Peterson

Mayor Lankhorst and Police Chief Tommy Williams presented Life Saving awards to above noted city employees for their life saving skills.

- B. Library Summer Reading Program Winners

Summer library reading awards were presented to Hailey _____ and Bethany _____, who were not present at the meeting.

C. Mayor: Updates and information, if any.

D. Councilmembers: Updates and information, if any.

E. City Manager: Updates and information, if any.

1. Economic Development Corporation 2011-2012 budget update.

Bob Hart noted that TXDOT has awarded the contract for the Bowman Springs bridge and construction will begin in October of 2011.

He also noted that the 9/11 Memorial dedication would be held on Saturday October 15th, and will be attended by several firefighters from New York City and State Senator Brian Birdwell.

X. CONSENT ITEMS

All matters listed under consent agenda have been previously discussed, require little or no deliberation, or are considered to be routine by the council. If discussion is desired, then an item will be removed from the consent agenda and considered separately.

A. Consider approval of regular meeting minutes dated July 14th, 2011.

B. Consider officially designating the position of City Secretary to encompass the duties of Records Manager and Elections Administrator.

C.

Discuss and consider approval of AN ORDINANCE AMENDING SECTION 2-3 OF THE KENNEDALE CITY CODE (1991), AS AMENDED, BY AMENDING, REPEALING, OR PROVIDING FOR FEES FOR CERTAIN CITY SERVICES; PROVIDING FOR THE ADOPTION OF ADDITIONAL FEES BY ORDINANCE; PROVIDING FOR THE REPEAL OF FEES INCONSISTENT WITH THE FEES ESTABLISHED HEREIN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

D.

Consider approval of AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS, ("CITY") APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC" OR "STEERING COMMITTEE") AND ATMOS ENERGY CORP., MID-TEX DIVISION ("ATMOS MID-TEX" or "COMPANY") REGARDING THE COMPANY'S FOURTH ANNUAL RATE REVIEW MECHANISM ("RRM") FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; REPEALING CONFLICTING RESOLUTIONS OR ORDINANCES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AND EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL.

E. Consider approval of A RESOLUTION WAIVING TAXES FOR 1000 EAST KENNEDALE PARKWAY.

F. Consider authorizing the Mayor to sign an agreement with Naval Air Station Firearms Range Agreement for firearms range services for police training.

G. Consider approving the City Manager to execute an interlocal agreement for participation in the City of Fort Worth's Environmental Collection Center Household Hazardous Waste Program.

H.

Discuss and consider AN ORDINANCE OF THE CITY OF KENNEDALE, AMENDING SECTION 2 OF ORDINANCE NO. 353; AMENDING THE FEE SCHEDULE TO REFLECT THE SAME; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

John Clark request to separate items C and H from the Consent Agenda.

A motion to approve the remainder of the consent agenda as provided was made by Kelly Turner, second by Liz Carrington. Motion passed unanimously.

A motion to separate consent items C and H from the consent agenda and approve them with the provision that the credit card fee schedule proposed in item C be added to the Ordinance proposed in item H was made by John Clark, second by Kelly Turner. The motion passed unanimously.

XI. REGULAR ITEMS

A. Discuss and consider authorizing the City Manager to approve and sign agreements awarding bids for health, dental, life, and accidental death and dismemberment insurance coverage, and flexible spending accounts.

Human Resources Director Kelly Cooper described the process for 2011, noting that several bids were received and that the city is recommending continuing to do business with Blue Cross Blue Shield.

Councilmember John Clark recommended that the city increase efforts to reward employees for good health.

A motion to authorize the City Manager to approve and sign agreements with Blue Cross Blue Shield, Ameritus, and Brinson Benefits related to health and insurance bids was made by John Clark, second by Frank Fernandez. The motion passed unanimously.

Mayor Lankhorst made the direction to bring regular item G forward at this time.

G. Discuss and Consider ADOPTING BY REFERENCE THE TEXAS FOOD ESTABLISHMENT RULES: AN ORDINANCE REGARDING THE REGULATION OF FOOD ESTABLISHMENTS INCLUDING FOOD SERVICE ESTABLISHMENTS, RETAIL FOOD STORES, TEMPORARY FOOD ESTABLISHMENTS, MOBILE FOOD UNITS, AND ROADSIDE FOOD VENDORS; REQUIRING PERMITS FOR FOOD MANAGERS AND FOOD HANDLERS AND PROCEDURES FOR THE SUSPENSION OR REVOCATION OF PERMITS; REQUIRING CONSTRUCTION PLANS FOR FOOD ESTABLISHMENTS; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

David Jefferson from Tarrant County Public Health presented background information on the adoption of the Ordinance, noting that the state has recently allowed for a graduated fee schedule, which this Ordinance presents.

A motion to adopt by reference the Texas Food Establishment Rules as presented was made by Kelly Turner, second by Liz Carrington. The motion passed unanimously.

B. Discuss and consider appointing LaCresha Sanders to Place 2 on the Keep Kennedale Beautiful Commission.

A motion to appoint LaCresha Sanders to Place 2 of the Keep Kennedale Beautiful Commission was made by Brian Johnson, second by Kelly Turner. The motion passed unanimously.

C. Discuss and consider appointing Ernest Harvey as Chair and Charles Overstreet as Vice-Chair of the Planning and Zoning Commission, as recommended by that Commission.

A motion to appoint Ernest Harvey as Chair and Charles Overstreet as Vice-Chair of the Planning and Zoning Commission was made by Frank Fernandez, second by Brian Johnson. The motion passed unanimously.

D. Discuss and consider A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS ESTABLISHING AN ATTENDANCE POLICY FOR ALL MEMBERS OF ALL CITY BOARDS AND COMMISSIONS AND PROVIDING AN EFFECTIVE DATE.

Councilmembers Turner and Fernandez discussed the proposed 75% attendance rate, agreeing that it was appropriate. Councilmember Clark also recommended that expectations for alternate board members needed to be well defined.

A motion to approve a Resolution establishing an attendance policy for all members of all city boards as presented was made by Brian Johnson, second by Kelly Turner. The motion passed unanimously.

E. Conduct a public hearing, review, and consider action to approve Case PZ 11-07, final plat requested by McCaslin Holdings for approximately 3.776 acres located on Bowman Springs Road, more particularly described as a portion of Lot 1, Block 1 Gaona Addition and a tract in the J Prickett Survey A 1225 and the E R Mingus Survey A 1075, City of Kennedale, Tarrant County, Texas.

Rachel Roberts presented information on the final plat, noting that all legal public hearings and legal notice regulations had been followed. Emergency access, drainage, and other developmental aspects have been deemed acceptable.

A motion to approve Planning and Zoning case 11-07 was made by Brian Johnson, second by Kelly Turner. The motion passed unanimously.

F. Consider authorizing the City Manager to execute a contract with Halff and Associates to conduct a flood control study on Village Creek in an amount not to exceed \$75,000

Bob Hart noted that the cost benefit ratio that would be completed by Halff would be completed in time for the next funding cycle for FEMA and the ACOE. They study will take approximately 6 months to complete.

Councilmember John Clark raised a concern in approving this contract prior to the budget workshop

A motion to authorize the City Manager to execute a contract with Halff and Associates to conduct a flood control study on Village Creek in an amount not to exceed \$75,000, contingent upon the findings of the budget workshop to be held on August 13th, 2011 was made by Brian Johnson, second

by Liz Carrington. The motion passed unanimously.

XII. EXECUTIVE SESSION

A. The City Council will meet in closed session pursuant to Section 551.071 of the Texas Government Code for consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion on any item posted on the agenda.

No executive session was held.

XIII. RECONVENE INTO OPEN SESSION, AND TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION, IF NEEDED

XIV. ADJOURNMENT

A motion to adjourn was made by Brian Johnson, second by Liz Carrington. The motion passed unanimously

The meeting was adjourned at 8:45pm.

APPROVED:

Mayor, Bryan Lankhorst

ATTEST:

Amethyst G. Cirimo, City Secretary

Date: September 8, 2011

Agenda Item No: CONSENT ITEMS - B.

I. Subject:

Consider authorizing the City Manager to sign an agreement renewing Interlocal Agreement Court Order no. 108115 with Tarrant County for cooperative funding of improvements to Sublett Road.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Please see that attached information regarding the FY 2012 renewal agreements for active projects included in the Tarrant County 2006 Transportation Bond Program.

(Sublett Road)

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Sublett Road Agreement	AGREEMENT-Sublett.pdf
----	------------------------	-----------------------

STATE OF TEXAS §
 § **Renewal of Interlocal Agreement Court Order No. 108115**
COUNTY OF TARRANT § **Project: Sublett Road**

BACKGROUND

1. Tarrant County ("COUNTY") and the City of Kennedale ("CITY") entered into an Agreement approved by Tarrant County Commissioners Court Order No. 108115, for the cooperative funding of improvements to Sublett Road ("Project") as described in the 2006 Tarrant County Bond Program.
2. The Project is not complete and the COUNTY and the CITY desire to renew the Agreement for the 2012 Fiscal Year.

Therefore, the COUNTY and CITY agree to the following

1. The COUNTY and the CITY renew the Agreement for the COUNTY's 2012 Fiscal Year with the Agreement to expire September 30, 2012 or the completion of the Project as determined by the COUNTY, whichever occurs sooner.
2. The COUNTY and CITY agree to the revised payment schedules.
3. All terms and conditions of the original Agreement as amended remain in effect except to the extent modified by this Renewal.

APPROVED on this day the _____ day of _____, 20____, by
Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY
STATE OF TEXAS

CITY

County Judge

Signature

APPROVED AS TO FORM:

***APPROVED AS TO FORM AND
CONTENT:***

District Attorney's Office*

City Attorney

*By law, the District Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients. It may not advise or approve a agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF
\$_____:

Certification of Funds Available as follows:

Fiscal year ending September 30, 2007	\$
Fiscal year ending September 30, 2008	\$
Fiscal year ending September 30, 2009	\$247,000
Fiscal year ending September 30, 2010	\$103,750
Fiscal year ending September 30, 2011	\$940,549
Fiscal year ending September 30, 2012	\$470,276

**All future years funding is contingent on future debt issuance
and renewal of this contract**

Fiscal year ending September 30, 2013	\$
Fiscal year ending September 30, 2014	\$
Fiscal year ending September 30, 2015	\$
Fiscal year ending September 30, 2016	\$

	\$1,761,575

Auditor's Office

ATTACHMENT A

Project Information

City: City of Kennedale
Project Name: Widening of Sublett Road

Proposed Project Schedule

	Start Date	Duration (mo)	End Date *
Design:	Oct-2008	8	Jun-2009
ROW Acquisition:	Jul-2009	10	May-2010
Utility Relocation:	May-2010	5	Oct-2010
Construction:	Sep-2010	18	Mar-2012

- * COUNTY payments by completed phase are contingent upon the COUNTY'S reasonable determination that the work regarding the project phase for which payment is expected is successfully completed, as determined by the COUNTY. COUNTY plans to issue debt for all phases of this project, therefore payment remains contingent on debt issuance in accordance with applicable law.

Once Construction commences, COUNTY payment shall be made by fiscal quarter prorated over the life of the construction but contingent upon reasonable progress in construction as may be determined by the COUNTY.

Proposed County Payment by Phase

Design:	\$247,000
ROW Acquisition:	\$103,750
Utility Relocation:	\$
Construction:	\$1,410,825
County Funding	
Total:	\$1,761,575

Proposed County Payment by Calendar Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2007		\$	\$	\$
2008	\$	\$	\$	\$
2009	\$	\$247,000	\$	\$
2010	\$	\$103,750	\$	\$235,137
2011	\$235,137	\$235,137	\$235,138	\$235,138
2012	\$235,138	\$	\$	\$
2013	\$	\$	\$	\$
2014	\$	\$	\$	\$
2015	\$	\$	\$	\$
2016	\$	\$	\$	\$

Date: September 8, 2011

Agenda Item No: CONSENT ITEMS - C.

I. Subject:

Consider authorizing the City Manager to sign an agreement renewing Interlocal Agreement Court Order no. 108359 with Tarrant County for cooperative funding of improvements to Little School Road.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Please see that attached information regarding the FY 2012 renewal agreements for active projects included in the Tarrant County 2006 Transportation Bond Program.

(Little School Road)

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Little School Agreement	AGREEMENT-Little School.pdf
----	-------------------------	-----------------------------

STATE OF TEXAS §
 § Renewal of Interlocal Agreement Court Order No. 108359
COUNTY OF TARRANT § Project: Little School Road

BACKGROUND

1. Tarrant County ("COUNTY") and the City of Kennedale ("CITY") entered into an Agreement approved by Tarrant County Commissioners Court Order No. 108359, for the cooperative funding of improvements to Little School Road ("Project") as described in the 2006 Tarrant County Bond Program.
2. The Project is not complete and the COUNTY and the CITY desire to renew the Agreement for the 2012 Fiscal Year.

Therefore, the COUNTY and CITY agree to the following

1. The COUNTY and the CITY renew the Agreement for the COUNTY's 2012 Fiscal Year with the Agreement to expire September 30, 2012 or the completion of the Project as determined by the COUNTY, whichever occurs sooner.
2. The COUNTY and CITY agree to the revised payment schedules.
3. All terms and conditions of the original Agreement as amended remain in effect except to the extent modified by this Renewal.

APPROVED on this day the _____ day of _____, 20____, by
Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY
STATE OF TEXAS

CITY

County Judge

Signature

APPROVED AS TO FORM:

**APPROVED AS TO FORM AND
CONTENT:**

District Attorney's Office*

City Attorney

*By law, the District Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients. It may not advise or approve a agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF
\$_____:

Certification of Funds Available as follows:

Fiscal year ending September 30, 2007	\$
Fiscal year ending September 30, 2008	\$
Fiscal year ending September 30, 2009	\$
Fiscal year ending September 30, 2010	\$326,000
Fiscal year ending September 30, 2011	\$1,131,464
Fiscal year ending September 30, 2012	\$805,986

**All future years funding is contingent on future debt issuance
and renewal of this contract**

Fiscal year ending September 30, 2013	\$
Fiscal year ending September 30, 2014	\$
Fiscal year ending September 30, 2015	\$
Fiscal year ending September 30, 2016	\$

	\$2,263,450

Auditor's Office

ATTACHMENT A

Project Information

City: City of Kennedale
Project Name: Widening of Little School Road

Proposed Project Schedule

	Start Date	Duration (mo)	End Date *
Design:	Mar-2009	18	Sep-2010
ROW Acquisition:	Dec-2009	11	Nov-2010
Utility Relocation:	Oct-2010	6	Apr-2011
Construction:	Feb-2011	12	Feb-2012

- * COUNTY payments by completed phase are contingent upon the COUNTY'S reasonable determination that the work regarding the project phase for which payment is expected is successfully completed, as determined by the COUNTY. COUNTY plans to issue debt for all phases of this project, therefore payment remains contingent on debt issuance in accordance with applicable law.

Once Construction commences, COUNTY payment shall be made by fiscal quarter prorated over the life of the construction but contingent upon reasonable progress in construction as may be determined by the COUNTY.

Proposed County Payment by Phase

Design:	\$326,000
ROW Acquisition:	\$325,479
Utility Relocation:	\$
Construction:	\$1,611,971
County Funding	
Total:	\$2,263,450

Proposed County Payment by Calendar Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2007		\$	\$	\$
2008	\$	\$	\$	\$
2009	\$	\$	\$	\$
2010	\$	\$	\$326,000	\$325,479
2011	\$	\$402,992	\$402,993	\$402,993
2012	\$402,993	\$	\$	\$
2013	\$	\$	\$	\$
2014	\$	\$	\$	\$
2015	\$	\$	\$	\$
2016	\$	\$	\$	\$

Date: September 8, 2011

Agenda Item No: CONSENT ITEMS - D.

I. Subject:

Consider authorizing the City Manager to sign an agreement renewing Interlocal Agreement Court Order no. 107251 with Tarrant County for cooperative funding of improvements to Bowman Springs Road.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Please see that attached information regarding the FY 2012 renewal agreements for active projects included in the Tarrant County 2006 Transportation Bond Program.

(Bowman Springs Road)

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Bowman Springs Agreement	AGREEMENT-Bowman Springs.pdf
----	--------------------------	------------------------------

STATE OF TEXAS §
 § **Renewal of Interlocal Agreement Court Order No. 107251**
COUNTY OF TARRANT § **Project: Bowman Springs Road**

BACKGROUND

1. Tarrant County ("COUNTY") and the City of Kennedale ("CITY") entered into an Agreement approved by Tarrant County Commissioners Court Order No. 107251, for the cooperative funding of improvements to Bowman Springs Road ("Project") as described in the 2006 Tarrant County Bond Program.
2. The Project is not complete and the COUNTY and the CITY desire to renew the Agreement for the 2012 Fiscal Year.

Therefore, the COUNTY and CITY agree to the following

1. The COUNTY and the CITY renew the Agreement for the COUNTY's 2012 Fiscal Year with the Agreement to expire September 30, 2012 or the completion of the Project as determined by the COUNTY, whichever occurs sooner.
2. The COUNTY and CITY agree to the revised payment schedules.
3. All terms and conditions of the original Agreement as amended remain in effect except to the extent modified by this Renewal.

APPROVED on this day the _____ day of _____, 20____, by
Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY
STATE OF TEXAS

CITY

County Judge

Signature

APPROVED AS TO FORM:

***APPROVED AS TO FORM AND
CONTENT:***

District Attorney's Office*

City Attorney

*By law, the District Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients. It may not advise or approve a agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF
\$ _____:

Certification of Funds Available as follows:

Fiscal year ending September 30, 2007	\$
Fiscal year ending September 30, 2008	\$
Fiscal year ending September 30, 2009	\$854,250
Fiscal year ending September 30, 2010	\$
Fiscal year ending September 30, 2011	\$1,062,760
Fiscal year ending September 30, 2012	\$265,690

**All future years funding is contingent on future debt issuance
and renewal of this contract**

Fiscal year ending September 30, 2013	\$
Fiscal year ending September 30, 2014	\$
Fiscal year ending September 30, 2015	\$
Fiscal year ending September 30, 2016	\$

	\$2,182,700

Auditor's Office

ATTACHMENT A

Project Information

City: City of Kennedale
Project Name: Widening of Bowman Springs Road

Proposed Project Schedule

	Start Date	Duration (mo)	End Date *
Design:	Oct-2008	8	Jun-2009
ROW Acquisition:	Jul-2008	7	Feb-2009
Utility Relocation:	Apr-2010	4	Aug-2010
Construction:	Jul-2010	15	Oct-2011

- * COUNTY payments by completed phase are contingent upon the COUNTY'S reasonable determination that the work regarding the project phase for which payment is expected is successfully completed, as determined by the COUNTY. COUNTY plans to issue debt for all phases of this project, therefore payment remains contingent on debt issuance in accordance with applicable law.

Once Construction commences, COUNTY payment shall be made by fiscal quarter prorated over the life of the construction but contingent upon reasonable progress in construction as may be determined by the COUNTY.

Proposed County Payment by Phase

Design:	\$205,924
ROW Acquisition:	\$648,326
Utility Relocation:	\$
Construction:	\$1,328,450
County Funding	
Total:	\$2,182,700

Proposed County Payment by Calendar Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2007		\$	\$	\$
2008	\$	\$	\$	\$
2009	\$648,326	\$205,924	\$	\$
2010	\$	\$	\$	\$265,690
2011	\$265,690	\$265,690	\$265,690	\$265,690
2012	\$	\$	\$	\$
2013	\$	\$	\$	\$
2014	\$	\$	\$	\$
2015	\$	\$	\$	\$
2016	\$	\$	\$	\$

Date: September 8, 2011

Agenda Item No: CONSENT ITEMS - E.

I. Subject:

Discuss and consider authorizing the City Manager to make an emergency expenditure to replace the well pump and motor on well #4.

II. Originated by:

Larry Ledbetter, Director of Public Works

III. Summary:

Larry Ledbetter will provide further details on this issue. The cost estimate is attached.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	T2 Cost Estimate	t2.pdf
----	------------------	--------

MILlicAN WELL SERVICE LLC
P.O. BOX 820487
FORT WORTH, TEXAS 76182
817-232-0077

Estimate

Name / Address
City of Kennedale 405 Municipal Drive Kennedale, Texas 76060

Date
8/4/2011

Well Name
T-2

Qty	Description	Cost	Total
18	Labor and equipment to pull the pump and motor and lay down for inspection.	185.00	3,330.00
30	Labor and equipment to install a new pump, new motor and seal back in the well.	185.00	5,550.00
1	Pump 15 stage WH365, Motor 562 series 171/2390/044, Seal GSB3 FER HL SSCV, Cable Motor Lead 562 040 5KHT	69,149.44	69,149.44
1	Trade in of old equipment	-2,700.00	-2,700.00
1	Freight	1,000.00	1,000.00
1	Service tech to put the pump and motor together and make the splice (estimated)	2,500.00	2,500.00
1	Electrician charges: to start the well and check the rotation and voltage (estimated)	1,800.00	1,800.00
3	5/8" SS band-it materials	225.00	675.00
2	5/8" SS band-it buckles	86.40	172.80
2	Airline:2-1320'@.35 a ft.	462.00	924.00
2	6" Check valve with knock outs	1,101.30	2,202.60
<i>Thank you!</i>		Subtotal	\$84,603.84
Jerry Browning 2176WI		Sales Tax (6.25%)	\$0.00
Texas Department of Licensing and Regulation P.O. Box 12157 Austin, Texas 78711 512-462-7880		Total	\$84,603.84

Date: September 8, 2011

Agenda Item No: CONSENT ITEMS - F.

I. Subject:

Resolution to accept an award from the Urban Birds Treaty Program through the United States Fish & Wildlife Service.

II. Originated by:

Rachel Roberts, City Planner

III. Summary:

As part of its award from the US Fish & Wildlife Service to participate in the Urban Bird Treaty, the City of Kennedale must adopt a resolution accepting the award.

The activities under the program are expected to be completed at the end of 2012. Activities will include producing educational material about birds in the Kennedale area, hosting workshops, and leading bird counts such as the Great Backyard Bird Count.

IV. Fiscal Impact Summary:

The city is required to match a portion of this grant, but donations and in-kind services will count toward our share. For example, we have already lined up a plant expert to train volunteers helping with the invasive plant species cleanup, and IESI has agreed to donate use of a dumpster for the event; both of these contributions count as in-kind contributions and as part of our share of the program funding.

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Resolution Accepting Award from US Fish & Wildlife	Resolution accepting Urban Birds grant award.doc
2.	Cooperative Agreement with US Fish & Wildlife	F11AC00542.pdf

Resolution No.

Whereas, the City of Kennedale has a desire to protect its natural resources, which contribute to the city's overall health and quality of life; and

Whereas, the United States Fish & Wildlife Service has established a grant program to assist cities in protecting migrating birds and enhancing the natural resources that support such bird communities; and

Whereas, such a program could also serve to protect birds native to the Kennedale regions;

Now, Therefore Be it Resolved, the City Manager is hereby authorized to accept an award from the Urban Birds Treaty Program through the United States Fish & Wildlife Service.

PASSED AND APPROVED ON THIS ☐☐☐ _____ day of September, 2011.

Mayor, Bryan Lankhorst

ATTEST:

Amethyst Cirimo, City Secretary

FOR SERVICE USE ONLY:

DCN: F11AC00542
Federal: \$25,000.00 (FY10)
\$7,000.00 (FY11)
Fund code: 91200-1231-CITY (FY10)
20151-1231-CITY (FY11)
Matching Funds: \$33,800.00
ABC: 5B BOC: 411C
CFDA No. 15.655 FAADS Type: 02

PR 2142011053

**COOPERATIVE AGREEMENT
No. F11AC00542
BETWEEN THE
U.S. FISH AND WILDLIFE SERVICE
AND THE
CITY OF KENNEDALE**

I. RECIPIENT:

City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

EIN: 75-6003070-6
DUNS: 050373653
Phone: (817) 985-2135

II. STATUTORY ENABLING AUTHORITY:

This Cooperative Agreement between the U. S. Fish and Wildlife Service (hereinafter referred to as the "Service") and the City of Kennedale (hereinafter referred to as the "Recipient") is entered into under general authority of the Fish and Wildlife Coordination Act (16 U.S.C. 661), the Fish and Wildlife Act (16 U.S.C. 742a), and the Fish and Wildlife Conservation Act (16 U.S.C. 2901).

III. APPROPRIATION AUTHORITY & AWARD AMOUNT:

Contingent upon execution by authorized representatives of the parties hereto, this Cooperative Agreement shall serve as the official obligating instrument for transfer to the Recipient of up to \$32,000 in federal Fiscal Years 2010 and 2011 (FY10/11) funds from Service accounts 91200-1231-CITY and 20151-1231-CITY to be used only for the purposes authorized within this agreement. These funds have been allocated under authority of the Continuing Appropriations and Surface Transportation Extensions Act, 2011 (Public Law 111-322).

IV. PURPOSE:

This federal assistance is being provided to help the Recipient restore and manage native habitat on non-federal lands located in Kennedale, Texas. To accomplish this goal, Recipient intends to restore and enhance habitats utilized by migratory birds on both city owned parkland and residential properties. It will also provide other stewardship services such as reducing bird hazards throughout the city; educating and engaging local citizens in issues involving bird conservation; fostering youth environmental education programs, especially as relates to migratory bird conservation; promoting the management and control of non-native, invasive and nuisance species; and increasing the overall awareness of its citizens about the value of migratory birds. These actions will not only help conserve and protect plants and animals native to the area, but will further the City of Kennedale's vision and mission to enhance the natural environment in order to achieve sustainability and promote a sense of community.

V. SCOPE OF WORK AND RESPONSIBILITIES OF THE PARTIES:

- A. For the period hereinafter set forth, the Recipient and the Service agree to cooperatively provide the personnel, materials, services, facilities and funds needed to accomplish the purposes of this agreement, as outlined below. The Recipient's proposal and budget has been accepted by the Service Project Officer named in Article IX below and is hereby incorporated into this Cooperative Agreement as **Attachment 1** hereto.
- B. In summary, the Recipient will take action to (see Attachment 1 for details):
 1. Manage and monitor each project, program, sub-award, function and/or activity supported by this award in accordance with 43 Code of Federal Regulations (CFR) 12.80.
 2. Conduct good stewardship practices in the City of Kennedale, Tarrant County, Texas for the purpose of protecting, restoring, and enhancing migratory bird habitat in City owned parkland, the first component being Sonora Park. City residents will also be encouraged to restore and enhance backyard habitats utilizing native plant species with costs partially defrayed for qualified residents. A demonstration garden will be developed in Sonora Park to educate residents on the use and benefits of native plants as bird habitat.
 3. Reduce bird hazards throughout the City by reducing the use of pesticides and herbicides on both city owned and residential properties. The Recipient will conduct an outreach and education campaign to promote this issue.
 4. Develop a strong program of public education to inform and engage the local citizenry in efforts to promote bird conservation throughout the community.
 5. Foster youth environmental education within the local school system by providing educational and outreach materials, conducting field trips to the local demonstration

project to count and identify birds, and hosting bird art contests/festivals and similar activities.

6. Enhance and restore bird habitats in Sonora Park through the control and removal of non-native, invasive plant species such as Chinese/Japanese privet, Chinaberry, tallow trees, etc.
7. Increase overall public awareness of the value of migratory birds by encouraging and assisting local citizens in the participation in national bird counts and celebrations. These efforts will engage local residents as well as various school programs, businesses, and non-profit conservation organizations.

- C. NEPA/NHPA: Activities that take place under federally funded grant programs must comply with National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA). Compliance under NEPA/NHPA must be documented by the Recipient and approved by the Service. Unless otherwise notified by the Service Project Officer, the recipient will refrain from commencing work under this agreement until this documentation has been approved.
- D. The Service will be substantially involved in this project by providing technical assistance to the Recipient and cooperating parties, as needed, on strategies and actions related to the Urban Treaty Project described in this agreement. Service involvement will be primarily through the Ecological Services Program and the Arlington, Texas Ecological Services Field Office. Involvement of Service personnel may include, but not be limited to, the following activities:
 1. Assistance and guidance in protecting, restoring, or enhancing bird habitat within the City of Kennedale.
 2. Participation in education and outreach events that promote bird conservation and environmental awareness in Kennedale.
 3. Other technical assistance on bird conservation and management issues in Kennedale, as needed.

VI. PROJECT PERIOD:

The parties hereto have agreed that the project period of this agreement is from signature of the Service Contracting Officer through September 1, 2012.

VII. REPORTING REQUIREMENTS:

- A. Federal Funding Accountability and Transparency Act (FFATA) Reports: Recipient/prime awardee must register in the FFATA Sub-award Reporting

System (FSRS) and report sub-award(s) and executive compensation data through FSRS as applicable. FSRS can be accessed at <http://www.fsrs.gov>.

Complete reporting of first-tier sub-awards as follows:

1. If the initial award is equal to or over \$25,000, reporting of sub-award and executive compensation data is required. If the initial award is below \$25,000 but subsequent modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements, as of the date the award exceeds \$25,000. Once reporting is started it continues to be subject to the reporting requirements of the FFATA and this Guidance.
2. Sub-award reporting: If applicable, the prime awardee must report information related to a sub-award by the end of the month following the month the sub-award or obligation was made.
3. Executive compensation reporting: If applicable, the prime awardee must report its own and sub-awardees' executive compensation data by the end of the month following the month the award or obligation was made.
4. For further information see <http://www.fsrs.gov>.

B. Situation Reports: Recipient shall promptly inform the Service Project Officer of all events that could significantly impact the scope or objectives of the agreement, such as (1) problems, delays, or adverse conditions that could materially impair meeting the objectives of the award; and (2) favorable developments or alternatives that could result in meeting the objectives sooner or at less cost than anticipated.

C. Performance Reports: Recipient shall submit to the Service Project Officer an annual written performance report within 90 days following the end of each calendar year in which the agreement remains in effect. This report shall succinctly compare actual accomplishments with the objectives established for the period, and will also cite the reason(s) for slippage if the objectives were not met. A final summarizing performance report shall be submitted to the Service Project Officer within 90 days after completion or termination of the agreement.

D. Financial Status Reports:

1. Reporting: Annual financial reports are to be submitted in writing by Recipient to the Service Project Officer (SPO), using a federal SF 425 "Federal Financial Report," within 90 days following the end of each calendar year of the agreement's period of performance. In addition to these periodic reports, Recipient shall submit a final summary SF425 financial report to the SPO within 90 days from the agreement's culmination.

2. Cash or Accrual: For each financial report, the Recipient shall stipulate whether it uses a cash or accrual basis. The Service prefers receiving cash basis reports, but will accept accrual-based reports, if that is the Recipient's regular system of accounting. Once an agreement begins, its financial reporting basis is not to be changed unless pre-approved in writing by the Service's Regional Finance Officer.

3. Recordkeeping: Recipient shall retain financial records related to this agreement in accordance with 43 CFR 12.82.

- E. DUNS/CCR Regulation: Recipient shall comply with 2 CFR Part 25, which covers Data Universal Numbering System (DUNS) number requirement and registration in the Central Contractor Registration (CCR) system for recipients and sub-recipients unless excluded. **Attachment C** cites Office of Management and Budget award term for this requirement and is hereby incorporated into this agreement.

VIII. PAYMENT PROVISIONS:

- A. Funding Limits: The Recipient shall not accrue expenditures to be charged to the Service, nor shall the Service be obligated to reimburse the Recipient for any expenditure in excess of the federally obligated amount of \$32,000 unless authorized to do so by a pre-approved, written modification of the existing federal funding limits.
- B. Other Contributions: In-kind services and monetary contributions in the approximate total value of \$33,800 will be contributed by the Recipient.

This amount shall meet the Urban Bird Treaty Program's 50% non-Federal cost-share requirement.

- C. Future Funding: The Service may choose voluntarily to add funding to this agreement through written modification. In any event, the Service's decision to add future funding under this Cooperative Agreement will be contingent upon the availability of appropriated or other federal funds for such purposes.
- D. Pre-Award Costs: Pre-award costs are hereby authorized under this agreement, and may include indirect as well as direct expenses incurred by the Recipient during the period from the notice of the award date to the final execution date of the agreement, so long as they are necessary, reasonable, allowable and allocable expenses. These pre-award costs shall not exceed \$3,200, which is included in, rather than in addition to, the total amount obligated by the Service through this document. **[A pre-award amount should not exceed 10% of the total agreement, nor should the time frame go back more than 90 days prior to the award date].**

- E. Sub-awards/Contracts: Recipient shall notify the Service Project Officer in writing of all sub-recipients of this financial assistance (whether the sub-recipient receives money or other property or services in lieu of money). This information shall be included within the reports required under Article XX "Reporting Requirements."
- F. Travel Costs: Travel expenses incurred by the Recipient exclusively in direct performance of this agreement shall be allowable if necessary, fair and reasonable under the circumstances and if otherwise made in accordance with applicable federal travel and expense regulations. No travel expenses of federal employees shall be paid or reimbursed from the federal funds obligated under this agreement.
- G. Advances/Reimbursements: A Recipient, if willing and able to expedite disbursements following receipt of advanced funds, may request an advance of the federal funds obligated under this agreement. Federal Standard Form (SF) SF270 "Request for Advance or Reimbursement" should be used to request advanced funds from the Service Project Officer. Recipient should limit advance payment requests to the amount of capital needed to cover costs payable during its initial disbursement cycle. As an alternative, Recipient may initially or thereafter choose to seek periodic reimbursement for incurred, allowable costs.
- H. Expenditure of Funds: Recipient should expend funds as generally shown in its proposal and budget, but need not be exact in spending or reimbursement per budget category. At completion or termination of this agreement, Recipient shall refund to the Service all federally-advanced funds obligated under this agreement that are not already encumbered by allowable expenses or by non-cancelable legal obligations.
- I. Invoicing: Recipient shall submit a signed and certified original of each request for payment made under this agreement. Each invoice shall be delivered to the Service Project Officer for review and initialed approval, which is a necessary step for further processing of the payment request. Invoicing frequency is at Recipient's discretion, except that it may not occur more frequently than monthly.
- J. Invoicing form: Federal Standard Form (SF) SF270 "Request for Advance or Reimbursement" should be used in requesting payments, whether for an advance of the assistance funding, or for reimbursement. This form can be found at <http://www.whitehouse.gov/omb/grants/sf270.pdf>. Use of a SF270 is not mandatory, however, and Recipient may instead use its own standard invoicing form, provided it includes the following information:
1. Cooperative Agreement number F11AC00542;
 2. The project period for the costs claimed;
 3. Current and cumulative expenditures by cost categories in the approved budget (when applicable); and
 4. A certification, signed by an authorized representative of the Recipient,

that the invoice is correct and that the invoiced request for federal funds is authorized by this Cooperative Agreement.

- K. Payment: Under the Debt Collection Improvement Act (31 U.S.C. 3332), federal payments are made via Electronic Funds Transfer (EFT) directly to recipients' bank accounts. Enrollment in the Automated Clearing House (ACH) database is a prerequisite of EFT from the Service, so no Service payments can be issued if ACH enrollment is not completed and maintained. If not currently enrolled, Recipient must complete a SF 3881 "ACH Vendor/ Miscellaneous Payment Enrollment Form" (available from the Service Project Officer's office or in the "Forms Library" at <http://www.gsa.gov/portal/forms/type/SF>). The completed SF 3881 is to be forwarded to the Service Project Officer for authorization and processing. Recipient must maintain enrollment in ACH until federal payments have been completed or, if the agreement is terminated, until settlement of accounts has occurred.

IX. CONTRACTING AND PROJECT OFFICERS:

- A. The Service Project Officer is responsible for monitoring the performance of work under this Cooperative Agreement. However, no understanding, agreement, modification or revision, change order or other matter materially deviating from the terms of this agreement shall be effective or binding upon the Service unless executed in writing by a sufficiently warranted Service Contracting Officer. Recipient should promptly seek direction from the Service Contracting Officer in writing or via e-mail whenever any material issue arises under this agreement because acting outside its authorized terms and conditions could result in partial or full rejection of invoiced amounts, or have other adverse effects.
- B. Service Contracting Officer:
 Tom Ketcham
 U.S. Fish and Wildlife Service
 Division of Contracting & General Services
 P.O. Box 1306
 Albuquerque, NM 87103-1306
 Phone: (505) 248-6844
 Fax: (505) 248-6791
 tom_ketcham@fws.gov
- C. Service Project Officer:
 Tom Cloud
 U.S. Fish and Wildlife Service
 Arlington Ecological Services Field Office
 711 Stadium Drive
 Suite 252
 Arlington, TX 76011
 Phone: 817-277-1100
 Fax: 817-277-1129
 tom_cloud@fws.gov

D. Recipient Project Officer:

Rachel Roberts
City of Kennedale
Permits & Planning
405 Municipal Drive
Kennedale, TX 76060

Phone: 817-985-2135
Fax: 817-483-0182
rroberts@cityofkennedale.com

Recipient Administrative Officer:

Sakura Moten-Dedrick, Finance Director
City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

Phone: 817-985-2110
Fax: 817-985-0720
sdedrick@cityofkennedale.com

X. PROPERTY AND PROCUREMENT STANDARDS:

None of the federal assistance funding obligated through this agreement is to be used by Recipient, or any Sub-Recipient, for acquisition of real property, capital equipment, supplies or services.

XI. SPECIAL PROVISIONS:

- A. Tort Liability of the Parties: To the extent allowed by law, it is the intention of the parties to this agreement that each party will be responsible only for its own acts or omissions and the results thereof (whether based in negligence, recklessness or willfulness), and neither party shall be responsible for the negligent, reckless or willful acts or omissions of the other party and the results thereof. Each party will therefore assume all risks and liability to itself, its agents and employees, for any injury to persons or property resulting from actions or operations of itself, its agents or employees and for any loss, cost, damage or expense resulting at any time from any and all causes due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own employees or agents to this agreement. It is the further intention of this agreement that where both parties are found to share liability, the degree of each party's liability shall be limited to its degree of culpability. The torts liability of the Federal Government will be determined under the Federal Tort Claims Act (28 U.S.C. 2671) while the liability of the Recipient will be determined by applicable federal and state laws.
- B. Seat Belt Use: Recipients of federal assistance are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees operating company-owned, rented, and personally-owned vehicles. These measures may include conducting education and awareness programs for employees about the importance of wearing seat belts and the consequences of not wearing them.

C. Metric System Use: All progress and final reports, other reports, or publications produced under this award shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the Recipient may use non-metric measurements to the extent that the Recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the Recipient, such as when foreign competitors are producing competing products in non-metric units.

D. Printing:

1. Recipients of federal assistance are encouraged to use the federal Government Printing Office (GPO) for printing and publishing needs when paid for directly by, or indirectly payable from, the federal funds obligated under this agreement. If interested in exploring the capabilities of the GPO and how to make use of their many services, contact Donna Cyrwus at (312) 353-3916 ext 14, (312) 519-5381 (mobile) or dcyrwus@gpo.gov.
2. All publications by Recipient, regardless of format, that concern or arise out of this federal assistance shall be subject to prior review and comment by the Service. Recipient shall give the Service Project Officer a reasonable period of time, normally at least 30 days, to review and comment on each proposed publication.
3. All articles, booklets, books and other published documents that the Service has approved for printing shall prominently bear the appropriate Service logo (supplied by the Service Project Officer), generally on the first page inside the cover, complete with the following statement:

Partial funding for this program is supported by a Cooperative Agreement from the U.S. Department of the Interior, Fish and Wildlife Service. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

4. Articles or other publications not approved by the Service shall bear, on the first page inside the cover, the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

5. The Recipient shall provide gratis copies of each publication produced under this agreement to the Service Project Officer and the following listed offices. Each copy shall be sent with a cover letter that identifies the sender and the publication. The addresses are:

Two copies: U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N. W.
Washington, D.C. 20240-0002

One copy: U.S. Fish and Wildlife
National Conservation Training Center (NCTC)
Conservation Library
698 Conservation Way
Shepherdstown, WV 25443-4024

One copy: U.S. Fish and Wildlife NCTC
Publications Unit
698 Conservation Way
Shepherdstown, WV 25443-4020

6. Copyright and Use Rights:

Per 43 CFR 12.74, the Service reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(a) The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and

(b) Any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

XII. GENERAL PROVISIONS:

- A. Acceptance of a Federal Financial Assistance award from the Service carries with it the responsibility to be of and comply with the terms and conditions of applicable laws and regulations. See **Attachment A**, which is hereby incorporated into this agreement by this reference. As a Bureau of the Department of the Interior (DOI), their standard terms and conditions are applicable to this agreement and are available at <http://www.doi.gov/pam/TermsandConditions.html>.
- B. DOI has established policy on the integrity of scientific and scholarly activities to include ethical standards, codes of conduct, and a process for the initial handling of alleged violations. This policy is contained in the DOI Departmental Manual Part 305, Chapter 3: Integrity of Scientific and Scholarly Activities, found at http://elips.doi.gov/app_dm/act_getfiles.cfm?relnum=3889. Recipient is responsible for abiding by the principles contained in this policy regarding the

integrity of the Department's scientific and scholarly activities, as specified in the agreement.

- C. Recipient's executed SF 424B is a prerequisite to award of this federal assistance and thus is incorporated by reference into this agreement as **Attachment B**. Sub-recipients must complete and abide by this form of assurance, but their certification document will be maintained by the Recipient.

XIII. MODIFICATIONS:

Either party may propose changes to the terms of this agreement. With the exception of certain changes based on retained federal unilateral rights, such a modification will become effective only when mutually memorialized and executed in writing by authorized representatives of both parties hereto. A proposed increase in federal funding and a request for an extension of the project period are two examples of material changes requiring formal modification of this agreement.

XIV. TERMINATION:

If Recipient fails to comply with the material terms and conditions of this agreement, the Service may exercise any of the remedies listed under 43 CFR 12.83, including the right to unilaterally terminate this award of federal assistance in whole or in part. The Service may also terminate this agreement in whole or in part with the consent of the Recipient.

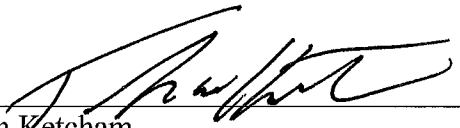
Recipient may terminate this agreement in whole or in part at any time by providing the Service with written notification of the reasons for taking this action, listing the effective date and, in the case of partial termination, the portion to be terminated. In the event of such partial termination, the Service may unilaterally determine that the award purposes cannot be met, in which case the Service may terminate the agreement in whole.

In any event, upon notice of early termination, neither party shall incur any unnecessary obligations under this agreement. The parties shall also mitigate existing obligations to the extent reasonably possible. The parties hereby agree that they will make good faith efforts to agree to termination conditions, including the effective date and, where termination is partial, the portion to be terminated.

XV. DOCUMENT EXECUTION:

In witness whereof, the following authorized representatives of the parties hereto have memorialized and executed this Cooperative Agreement No. F11 AC 00542

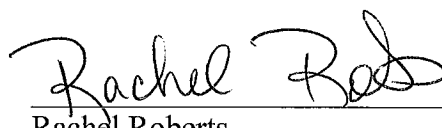
For the U.S. Fish & Wildlife Service:



Tom Ketcham
Contracting Officer, Region 2

Date: 8/9/2011

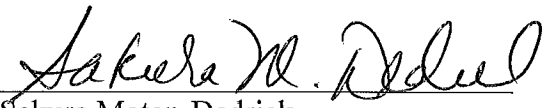
For the City of Kennedale:



Rachel Roberts
Planner

Date: 7/20/2011

City Administrative Officer:



Sakura Moten-Dedrick
Finance Director

Date: 07/20/2011

ATTACHMENT 1 to GRANT No. F11AC00542

I. URBAN CONSERVATION TREATY PROGRAM SUMMARY:

Kennedale is eager to become a member city of the Urban Bird Treaty. Participating in the treaty will further Kennedale's vision and mission, which call for "[enhancing] the natural environment to achieve effective sustainability and a sense of community." In addition, since adopting a strategic plan in 2009, Kennedale has been reinventing itself, working to shed negative aspects of its industrial economic history. As described on the following pages, participation in the Urban Bird Treaty will help the city's efforts to improve quality of life.

Joining the urban bird treaty will benefit both residents and bird species (native and migratory) through park development, habitat preservation, increased collaboration with schools and local environmental organizations, and increased opportunities for civic engagement. Kennedale has a grand vision for its parks system to run along the floodways of Village Creek and connect to the recently expanded 30-acre Sonora Park, and in the future, to surrounding cities. This linear riparian park system connected to larger parks could provide ideal bird habitat, and the Urban Bird Treaty can be used to clear invasive and non-native species from these areas, improving bird habitats. The linear park system will also provide opportunities for people to observe nature.

Bird hazards will also be addressed through the Urban Birds Treaty. The biggest hazard in Kennedale is the use of harmful chemicals such as herbicides and pesticides, so efforts will focus on reduction of these materials. The city will create an internal policy to maintain its parks and lawns in a manner that does not harm native birds and other wildlife. The city will encourage land owners to reduce their use of these harmful chemicals as well.

Community engagement is a core value in Kennedale, and the city character and size lend themselves to community participation. The Urban Bird Treaty will be used to engage residents in education programs on protecting urban birds and why birds are significant. In addition, the city will provide education on backyard habitats and vouchers to buy native plants, will participate in bird counts, and will provide information about native species in a new park.

The region in which Kennedale is located is home to a number of organizations that can be resources for Kennedale's bird program. Through partnering with established organizations such as the Fort Worth Audubon Society, the Botanical Research Institute of Texas, and the Master Gardeners Association, Kennedale residents can learn about native birds and spread that knowledge to others. The Kennedale Independent School District will be engaged to bring the Urban Birds

Treaty into the classroom with help from Celebrate Urban Birds at Cornell or other partners. The city will apply for mini-grants from these organizations to help leverage funds.

II. URBAN CONSERVATION TREATY PROGRAM NEEDS STATEMENT:

Kennedale is part of the Dallas-Fort Worth metropolitan area in the Eastern Cross Timbers eco-region and the American Bird Conservatory Region 21, Oaks and Shrubs, a transitional zone from the Great Plains to the eastern Woodlands. Among the 450 bird species documented within the eco-region by the American Bird Conservatory Joint Venture are birds of concern such as the Eastern Meadowlark, Northern Bobwhite, Bell's Vireo, Golden-cheeked Warbler and Loggerhead Shrike.

Sprawling urbanization has left few natural areas for bird habitat in the region, putting stress on migratory birds such as the Painted Bunting, Black-capped Vireo, and Mississippi Kite. Although Kennedale is a small city, it is bordered by much larger, urbanized areas (Fort Worth and Arlington). Kennedale is fortunate to have natural areas left vacant by development that leapfrogged from Fort Worth to other areas. These areas could provide oases for migratory birds and habitat for native species. Unfortunately, however, we face many of the problems faced by larger cities; we have brownfield sites that may pose a threat to wildlife, we have little money to buy open spaces, and current economic conditions make land owners reluctant to donate land for parks. Participation in the Urban Bird Treaty would allow Kennedale to leverage funds for acquiring or improving land for parks, which can be used to encourage the survival of native and migratory birds. Several acres of recently-acquired parkland will be the focus of the city's efforts at establishing bird habitat, and property to be used for a new park will be the site of a demonstration garden. These are the first steps in Kennedale's long-term vision of creating a park and trails system following Village Creek and its tributaries for residents and native species to enjoy.

Environmental protection has not been a priority in the community until recently, and even now, much of the community fails to see a link between enjoyment of the out-of-doors and the need to protect open spaces and wildlife habitat. Creating increased awareness of this need will be a large part of the city's bird program. During a cultural asset inventory project last year, a focus group of community members voiced their interest in inventories of native species; these residents could be called upon to participate in bird count events. And Kennedale's residents could contribute to bird conservation through front and backyard plantings and education about native birds. Most of the homes in Kennedale are single family residences with front and backyards, some of which could be converted to mini-habitats with the help of education and city-sponsored native plant vouchers. A challenge grant from the urban bird treaty would also allow programs to be brought into Kennedale

schools, to involve youth in programs such as Celebrate Urban Birds, and to expose them to citizen science programs.

III. URBAN CONSERVATION TREATY PROGRAM GOALS and OBJECTIVES:

Goal One: Protect, Enhance, and Restore Bird Habitat

1. *Project Scope:* This goal has two components—to enhance bird habitat in city parkland and to encourage residents to use native plants to create bird habitats at home. The first component focuses on a wooded creek bed that expands established Sonora Park. The site will be lightly developed with walking trail and will be a prime site for bird counting events. The site will also be used to educate residents on native birds through trail placards identifying and describing native and migratory birds that may be found in the area and recognizing the Urban Bird Treaty. The second component will focus on private landowners. To encourage landowners to create habitats using native plants, the city will provide vouchers for residents to purchase native plants at area nurseries and will also provide informational brochures on the benefits of native plants, including their benefits to birds. This program will encourage the use of native plants while defraying costs to residents who may not have funds to re-landscape. To supplement the two components, the city will establish a demonstration garden in its newest park to show residents how they can use native plants at home.

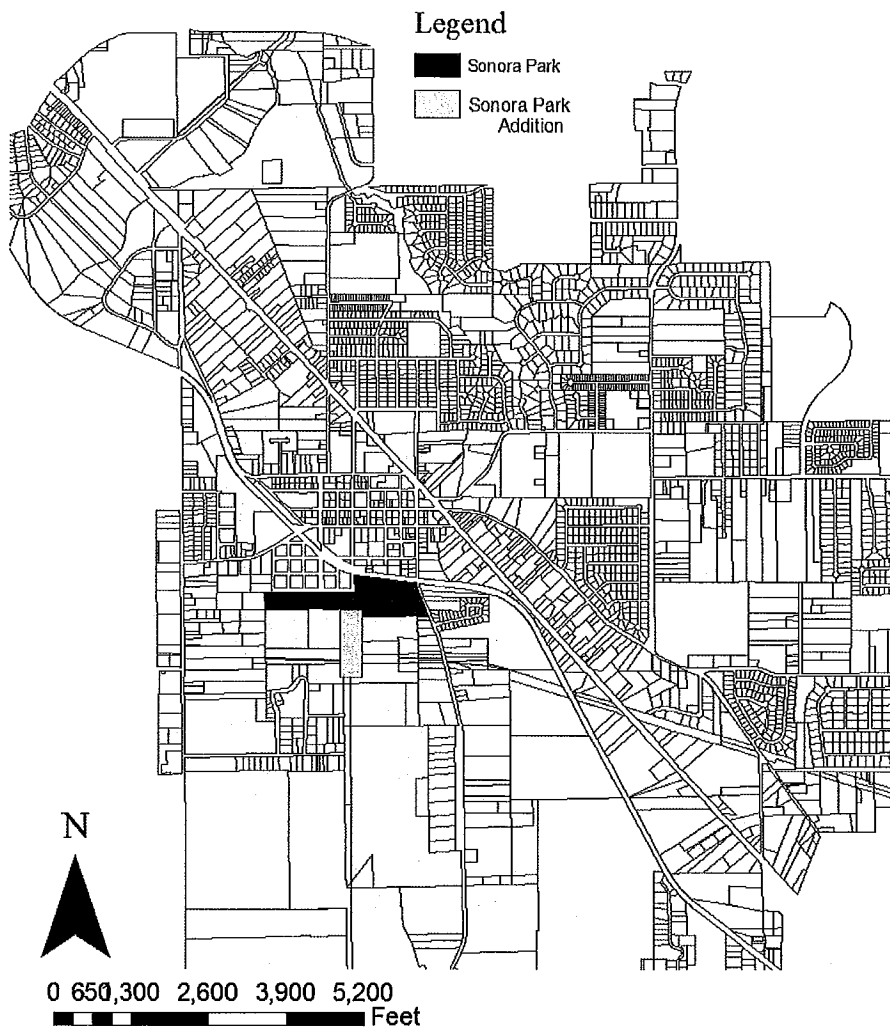
2. *Community Involvement:* This project will involve residents, local nurseries, and the Parks Department. Residents will be informed about the program through the city newsletter and website and then can implement the program at their discretion. City newsletters, press releases, and website posts about the program will recognize the Urban Bird Treaty.

3. *Conservation Programs and Partners:* The educational brochure will be developed in partnership with local bird experts, such as members of the Master Gardener Association and representatives from the Fort Worth Audubon Society (FWAS), who already conduct bird counts at Sonora Park and are therefore familiar with birds living in and migrating through Kennedale. The FWAS regularly participates in citizen's science and national bird count events and will be invited to lead bird counts in Kennedale, in order to educate the community and to encourage community involvement by providing access to expert advice and training. The Master Gardener Association will also be instrumental in designing the demonstration garden.

Corporate partners will include local nurseries, such as Redenta's Garden, and national chains willing to participate, such as Home Depot. Progress on this goal will be tracked by recording the number of residents who receive vouchers, and total value of vouchers given and used. As progress is made in restoring bird habitat in city parkland, the number of acres ridded of nuisance

species and made suitable for birds will be tracked (see Goal Five, below). In addition, the city will track the number of events held in partnership with the Master Gardener Association and FWAS, as well as the number of event attendees.

Sonora Park and Extension



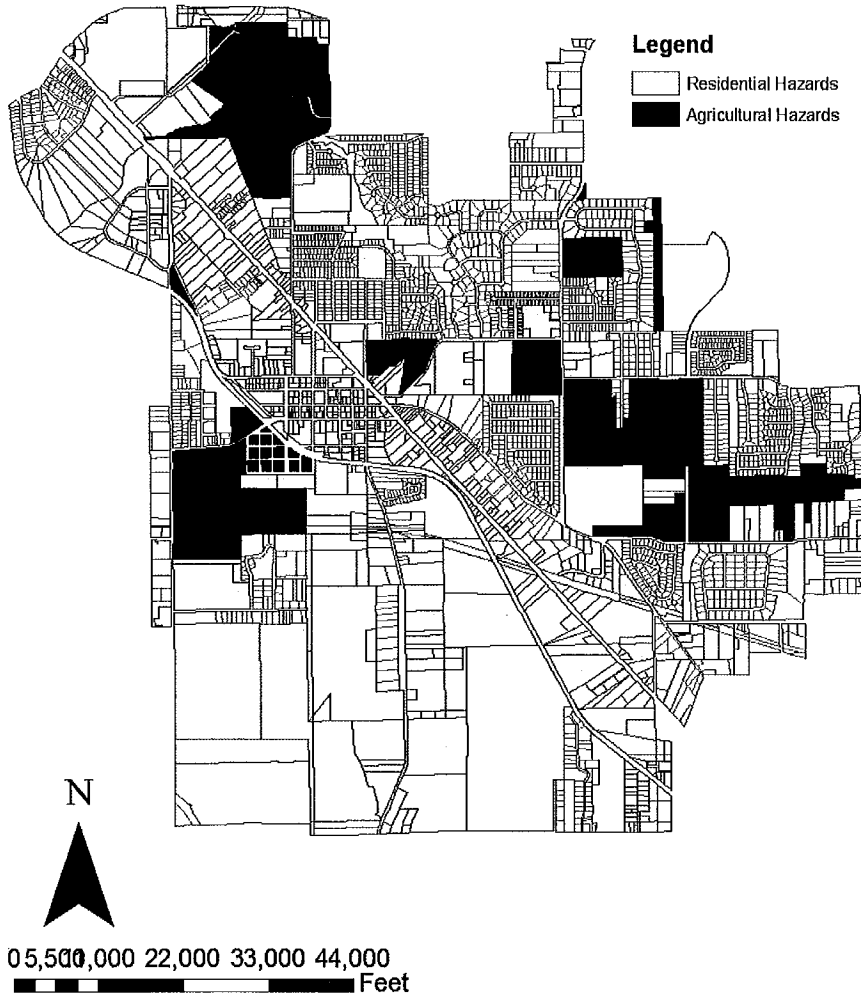
Goal Two: Reduce Bird Hazards

1. *Project Scope:* Bird hazards in Kennedale are predominantly pesticide and herbicide use in residential areas and in several acres of agricultural production (see map). Reduction of bird hazards will be achieved through internal city policies as well as education of residents and landowners on problems from pesticide and herbicide use. In addition, the city is home to a considerable percentage of industrial land uses, which can endanger wildlife. The city will therefore include industrial businesses in its outreach efforts, encouraging these businesses to use processes and materials that are the least harmful. Kennedale will also examine how it treats parks and landscaped areas owned by the city and reduce the use of pesticides and herbicides, possibly implementing an Integrated Pest Management approach or similar program. The city also will make available information on the negative consequences of herbicide and pesticide use and will provide information about more positive alternatives. Landowners of agricultural areas, as well as home builders and developers who own a large number of undeveloped lots, will be specifically targeted for conversations about ways to reduce the use of herbicides and pesticides. Combined, these programs will reduce the amount of harmful chemicals used, improving long-term conservation.

2. *Community Involvement:* This program will reach out directly to landowners, especially targeting those who use their land for agricultural or industrial purposes or who own land cleared for development but without immediate plans for building (high potential for herbicide and pesticide use). These individual owners could contribute much to reduction of bird hazards and will be contacted by the city to discuss potential alternatives. Interested landowners may sign a treaty agreeing to follow the city's example in reducing harmful chemicals applied to lawns. This treaty will be co-written by the city and members of the community. In addition, an information sheet or brochure will be created with community involvement to explain the benefits of alternative means of ridding yards of pests and weeds. While Kennedale cannot force residents and landowners to switch herbicides and pesticides, it can educate and encourage more beneficial approaches to lawn care and will track the number of residents who receive information on bird hazards.

3. *Conservation Programs and Partners:* This program will engage Kennedale's Parks Department, residents, farmers, home builders, and industrial businesses. City staff have a positive relationship with the community, and an informal educational approach may be most productive. Reduction in herbicides and pesticides will be measured by number of signatories to the treaty and number of acres to be absent of harmful chemicals.

Potential Bird Hazards



Goal Three: Educate and Engage Local Citizens

1. *Project Scope:* Kennedale has a strong commitment to civic engagement. For this program, Kennedale will build on one of the community assets identified in last year's cultural asset inventory project: residents and local business owners with a passion for birds and wildlife. These community members will be invited to work with the city and be partners in a Kennedale bird advisory group to create and distribute education material. Specifically, they will create a Native Birds of Kennedale List/Brochure with the intention of expanding the list to include other native wildlife and flora. This brochure will be distributed to community partners, including churches, PTAs, and schools so that all residents may be educated on the natural birds of Kennedale. The group will organize education events such as bird watching with the Fort Worth Audubon Society (FWAS) and talks by representatives from agencies such as Texas Parks & Wildlife. Participation in citizen science projects such as the Christmas Day Bird Count will be encouraged. The first year participants may join the FWAS to learn from experienced birders before leading groups in Kennedale. Kennedale will also invite FWAS members to lead citizen science bird counts to expose Kennedale residents to birding. Their ongoing education activities will be punctuated by specific events corresponding to national bird count days, Celebrate Birds, and participation in International Migratory Bird Day described in Goal Six.

2. *Community Involvement:* This program will engage passionate community members in leadership roles in implementing the urban bird program; residents reaching out to fellow community members are exponentially more effective than information sent directly from the city. Kennedale's program has a goal to involve at least six Kennedale residents in the advisory group and 200 residents in education events and bird watching; city staff have already begun inviting residents to join the group, and already three residents have agreed to participate. Attendance counts at events hosted by the committee will be used to track community involvement. Information about the U.S. Fish and Wildlife Service Urban Bird Treaty program will be provided at all events.

3. *Conservation Programs and Partners:* This program largely involves individual community members, but the city will also reach out to groups, including churches and the Kennedale Independent School District. Environmental partners will be crucial to ensuring correct information is distributed, so the city will rely heavily on professors at local universities and local environmental groups. These partners will assist in preparing informational brochures to provide to residents. The number of brochures sent and number of participants from partner organizations in the Kennedale bird advisory group will be tracked.

Goal Four: Foster Youth Environmental Education

1. *Project Scope:* Texas' system of independent school districts makes school districts' cooperation with cities voluntary. However, Kennedale is optimistic that its positive relationship with teachers from Kennedale ISD will lead to successful results in implementing programs. Educational projects for students will be attached to other programs that inspire awareness and appreciation for urban birds generally. In addition, Kennedale will participate in Cornell University's Celebrate Urban Birds program. This program offers many opportunities to be selected by teachers based on their class and resources available. Ideas supported by the city include field trips to Sonora Park to participate in bird counting and learn about common bird species and using the Cornell Urban Birds Program in the classroom. In addition to classroom activities, a youth art contest with birds as the subject will be sponsored by the city in celebration with International Bird Migration Day. Contest submissions will be displayed at City Hall. The city has already begun coordination of this program with The Hallway Art Project, a local youth art organization, to establish program guidelines.

2. *Community Involvement:* This project directly involves Kennedale schools. City staff will work with teachers to make them aware of the U.S. Fish and Wildlife Service Urban Bird Treaty program and opportunities to bring this program into the classroom. Urban bird information will be particularly important to biology and environmental classes. The Celebrate Urban Birds program will also be important in reaching out to the general population and engaging them in citizen's science.

3. *Conservation Programs and Partners:* This project will use resources from the Cornell Celebrate Urban Birds non-profit. It will also require involvement with Kennedale ISD. One of the goals of the urban bird program is to educate children, and this project will accomplish that goal through field trips, youth art projects, civic engagement through opportunities to participate in city-sponsored bird count events, and use of the Cornell Celebrate Urban Birds program, as stated above. The city will track the number of entrants in the youth art contest, and the number of classrooms and number of children participating in the Urban Birds Program will also be tracked. These projects could be stand-alone, but to increase participation they will be joined to citizen science Bird Count Days and the International Migratory Bird Day.

Goal Five: Manage Non-native, invasive and nuisance species

1. *Project Scope:* Native plant make better habitat for native and migratory birds in this region competing with local nuisance bird species such as European Starlings. To enhance local habitats, designated areas in newly-acquired parkland will need to be checked for and cleared of invasive species. Moving forward, these areas will need periodic clean-up and removal of invasive species. As Kennedale's park system expands, species removal will also be necessary in other parts of the city. Regular removal of invasive species may be necessary as these species return. Community engagement on specified work days will be necessary to supplement labor by the Parks Department. Initial identification and clean out will be the most intense and may take several weeks to complete. Additional time will be designated until most non-native, nuisance, and invasive species are removed from the newly-acquired parkland.

According to the University of Georgia Center for Invasive Species and Ecosystem Health, there are 160 species of invasive plants in Tarrant County, where Kennedale is located. Plants of concern in this eco-region include Japanese honeysuckle, Glossy privet, Chinese privet, Giant reed, Chinese wisteria, Lilac chastetree, Brazilian vervain, Guineagrass, Common periwinkle, Chinaberry tree, Chinese tallow tree, and Johnson grass. In addition, the American Bird Conservancy's Oaks and Prairies Joint Venture notes that eastern red cedar is impairing habitat in the Cross Timbers regions. City staff will be trained to identify invasive and nuisance plants.

2. *Community Involvement:* Community clean-up days will be organized where residents lend their labor to remove invasive and nuisance species. High school students will also be invited to participate to gain experience and exposure to science-based careers. Volunteers will be given training in identifying invasive and nuisance species and best methods for removing them and will receive information on the potential harm from using invasive species in home gardening.

3. *Conservation Programs and Partners:* Kennedale will consult with appropriate resource agencies and partners to have leadership at clean-up days so that invasive species are removed properly and native species are not harmed. City partners will also provide training to interested residents to participate in citizen science campaigns monitoring invasive species. Removal of invasive and nuisance species will be measured in labor hours and number of invasive/nuisance species found, and amount of parkland cleared of these species. Volunteer labor will be attracted through posts on the city website, recruitment at churches and the local Rotary club (whose members often volunteer for city-sponsored projects), and reaching out to local high school students. The U.S. Fish and Wildlife Service Urban Bird Treaty program be recognized as a sponsor of these events.

Goal Six: Increase awareness of the value of migrating birds

1. *Project Scope:* Kennedale plans to participate in two major bird count days, the Great Backyard Bird Count and the Christmas Day Bird Count, and to celebrate International Migratory Bird Day through a small festival. Leading up to these days, the city will provide information on urban birds and birding to residents through website posts, educational presentations, projects in the Kennedale schools, and brochures. These bird counts will provide information to scientists on the state of birds in Kennedale and the eco-region and will also increase residents' understanding of birds and their roles the natural environment. Kennedale intends to participate annually in bird count events so that ongoing conservation of native and migratory birds can occur.

2. *Community Involvement:* Citizen Science bird counts will ensure public participation, which will be measured by the number of participants. School programs will be coordinated with these bird days to ensure participation of Kennedale's youth. Local businesses will be invited to sponsor and participate in International Migratory Bird Day.

3. *Conservation Programs and Partners:* Kennedale will partner with local non-profit and environmental groups to create educational brochures and to lead bird counts so those less experienced can learn to count correctly. This will engage and educate residents on the importance of urban birds, encouraging residents to have a sense of ownership over protection of native and migratory birds and their habitats. The Urban Bird Treaty will be recognized on brochures and project announcements.

Celebrate International Migratory Bird Day will include the student art competition described earlier and booths with educational bird activities for children. Educational brochures will provide information on native birds and our local ecosystem; promotional flyers will be used from the International Migratory Bird Day website. Kennedale will work with local bird groups to provide instruction to interested residents on how to count birds.

IV. URBAN CONSERVATION TREATY PARTNERS AND IMPLEMENTATION

Kennedale's implementation of these programs will begin with six months of research, preparation, and partnership building. Research into urban birds in the Dallas-Fort Worth area and local environmental agencies may lead to more partnerships than those currently begun. At the same time, Kennedale will take steps to form the bird advisory group through its current contacts with interested community members. This group will be responsible for helping to plan bird counts, International Migratory Bird Day, preparing brochures and handouts, and sharing information with other residents. Partners already identified will work with the city and the bird advisory group to

produce informational materials about bird hazards, habitats, and identification. Kennedale will apply for mini-grants from the Fort Worth Audubon Society, Celebrate Birds, and any other sources to help offset costs. In addition, Kennedale will reach out to local businesses for in-kind donations and commitments to support urban birds.

- Educational programs will be implemented by the city and the bird advisory group in partnership with Kennedale ISD, local businesses, residents, and environmental groups. These partners will provide expertise and advice, as well as means for distributing information.
- The habitat preservation project in designated city parks and the removal of invasive, non-native, and nuisance species will be a joint project between the Planning Department and Parks Department. These departments will find volunteers to help with physical labor through the bird advisory group and the local high school. The Master Gardener Association and local bird experts from the Fort Worth Audubon Society, Texas Parks & Wildlife, or the Texas AgriLife Extension Service will be consulted on demonstration garden plants and design.
- The plant voucher program will be administered by the city in partnership with local nurseries that sell native plants. Bird advisory group members and local environmental groups will approve the list of plants the vouchers may be used to purchase.
- Special events, including bird counts, festivals, and any education talks or other events, will be coordinated between the city and members of the bird advisory group. Schools will be encouraged to be involved in these days by counting birds and participating in student art contests.
- In addition, the city planning department will take initiative in examining city policies that could be improved by working with other city departments, especially the Parks Department.

Progress toward grant goals will be tracked by the city planner, who has several years' experience in grant management. Information on the Urban Bird Treaty's local progress will be added as a page on the city website so community members can see progress, as well.

V. BUDGET (Cost estimate)

Provide a preliminary cost estimate for each proposed project.

Invasive and Nuisance Species Removal: \$30,000

Sonora Park: \$15,000

Staff time in training to identify plant species; labor and supplies for species removal; advertising for volunteer clean-up event and training; supplies for clean-up event

Railroad history park (new park, name yet to be determined): \$15,000

Staff time in training to identify plant species; labor and supplies for species removal; advertising for volunteer clean-up event and training; supplies for clean-up event

Demonstration Garden: \$12,500

Includes design, educational placards, plant costs, and labor

Native Plant Voucher Program: \$5,000

Program provided to residents on a first come, first-served basis, with a cap amount allowed per household

Pesticide Herbicide Campaign: \$2,000

Includes printing costs, as well as design and research for informational brochures and staff time to meet with property owners and business owners

Native Plant Campaign: \$1,000

Includes printing costs, as well as design and research

Kennedale Bird Advisory Committee: \$3,800

Includes design and research for educational and promotional materials, meeting costs such as space rental, and labor

Celebrate Birds in Kennedale Schools: \$500

Includes printing costs

International Migratory Bird Day Festival: \$6,000

Includes promotional materials (design, printing, distribution), event supplies, and labor

Great Backyard Bird Count: \$2,500

Includes promotional materials (design, printing, distribution), event supplies, and labor

Christmas Day Bird Count: \$2,500

Includes promotional materials (design, printing, distribution), event supplies, and labor

Urban Bird Program Total: \$65,800

Amount requested through challenge grant: \$32,000

Amount to be raised/supplied by the City of Kennedale: \$33,800

VI. PROJECTED TIMELINE

As a planning tool, provide a preliminary time-line for each proposed project and for the City's long-term participation in the Urban Bird Treaty program as a whole

Proposed Urban Bird Treaty Timeline

Project	Spring 2011	Summer 2011	Fall 2011	Winter 2012	Spring 2012	Summer 2012
Bird Count Days and Festivals		Preparation, materials and programs	Christmas Day Bird Count	Great Backyard Bird Count	International Migratory Bird Day Festival	
Outreach	Research	Build Partnerships				
	Form Kennedale Bird Advisory Group		Create Kennedale Bird List and Bird Conservation Brochures		Evaluate Program Success and Needs	
Bird Hazard Reduction			Revise internal Policies		Outreach to Land Owners	
		Industrial/Agricultural Research and Education		No Herbicide/Pesticide Treaty		
Youth Engagement			Celebrate Urban Birds in Kennedale Schools			
Habitat Preservation			Sonora Park Clean-up		Demonstration Garden	
					Voucher Program	

Proposed Timeline by Project

Project	Dates	Notes
Kennedale Bird Advisory Group	Form Committee Spring 2011	Committee will be on-going and have flexibility in membership.
Sonora Park • Clean-up • Demonstration Garden	• Clean-Up Fall 2011 • Demonstration Garden Planning, Winter 2010 • Demonstration garden planting, Spring 2012	This will involve Bird Advisory Committee and other partners.
Native Plant • Voucher Program • Educational Campaign	• Vouchers begin Spring 2012 • Educational Campaign begins Fall 2011	Preparation for voucher program will begin in Summer and Fall 2011. Education campaign will depend on bird advisory group and partners.
Pesticide Herbicide • Campaign • Treaty	• Research to begin Spring 2011 • Revised Internal Policies to be adopted Fall 2011/Winter 2012 • Campaign begin Winter 2012 • Treaty to be signed in Winter 2012	Periodic ongoing education will continue after the initial outreach and Pesticide Herbicide Use Treaty.
International Migratory Bird Day Festival	Late April	This festival will also become an annual event.
Celebrate Birds in Kennedale Schools	Fall 2011 through Spring 2010	Teachers and principals will have discretion as to what specific programs are their school and students.
Bird Counts • Great Backyard Bird Count • Christmas Day Bird Count	• Christmas Day Dec 25, 2011 • GBBC late February 2012	These will be established as annual events. Preparation will begin in the Summer and Fall with educational brochure designed to peak interest in birds and how to count birds.

Central Contractor Registration and Universal Identifier Requirements

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. 11.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		Rating	Page 1 of 3 Pages	
2. CONTRACT (Proc. Inst. Ident.) NO. F11AC00542		3. EFFECTIVE DATE 08/19/2011		4. REQUISITION/PURCHASE REQUEST PROJECT NO. 2142011053		
5. ISSUED BY CODE 00002 Contracting and General Services U.S. Fish & Wildlife 500 Gold Avenue SW, Room 5108 Albuquerque, NM 87102-		6. ADMINISTERED BY (If other than Item 5) CODE 21420 Arlington Ecological Services U. S. Fish and Wildlife Service 711 Stadium Drive, Suite 252 Arlington, TX 76011				
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) KENNEDEALE, CITY OF 405 MUNICIPAL DR KENNEDEALE, TX 76060-2249				8. DELIVERY ☐ FOB Origin ☐ Other (See below)		
				9. DISCOUNT FOR PROMPT PAYMENT		
CODE *		FACILITY CODE		10. SUBMIT INVOICES (4 Copies unless other - - wise specified) To THE ADDRESS SHOWN IN:		ITEM 12
11. SHIP TO/MARK FOR CODE 21420 Thomas Cloud Arlington Ecological Services U. S. Fish and Wildlife Service 711 Stadium Drive, Suite 252 Arlington, TX 76011		12. PAYMENT WILL BE MADE BY CODE 21420 Arlington Ecological Services U. S. Fish and Wildlife Service 711 Stadium Drive, Suite 252 Arlington, TX 76011				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c) () ☐ 41 U.S.C. 253(c) ()				14. ACCOUNTING AND APPROPRIATION DATA See Funding Detail		
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE LINE ITEM DETAIL		OBLIGATED in FFS <i>This award has been electronically via IDEAS-FFS interface</i>  CGS initials 8/19/2011 date			

15G. TOTAL AMOUNT OF CONTRACT \$ 32,000.00

16. TABLE OF CONTENTS							
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS/WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES AND PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to Issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein. (Attachments are listed herein.)		18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER Tom W Ketcham	
19B. NAME OF CONTRACTOR By _____ (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA By  (Signature of Contracting Officer)	20C. DATE SIGNED 08/19/2011

Line Item Summary	Document Number F11AC00542	Title City of Kennedale - 1	Page 2 of 3
--------------------------	--------------------------------------	---------------------------------------	-----------------------

Total Funding: \$32,000.00

FYs

Fund

Budget Org

Sub

Object Class

Sub

Program

Cost Org

Sub

Proj/Job No.

Sub

Reporting Category

See Line Item(s)

Division

Closed FYs

Cancelled Fund

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
------------------	-------------	----------	--	----------	---------------	------------	---------------------------------

Vendor POC: Rachel Roberts
Phone: 817- 985-2135

0001	Coop Agreement w/ City of Kennedale - TX	0001		1.00	job	\$32,000.000	\$ 32,000.00
------	--	------	--	------	-----	--------------	--------------

(07/29/2011 to 09/01/2012)

Restore and enhance habitats utilized by migratory birds on both city owned parkland and residential properties. Reduce bird hazards throughout the city; educate and engage local citizens in issues involving bird conservation. Increase overall awareness of its citizens about the value of migratory birds.

This agreement shall have a period of performance from date of Service Contracting Officer signature through September 1, 2012.

Ref Req No: 2142011053

Total Cost:	\$32,000.00
-------------	-------------

FWS POC: Tom Cloud
 Phone: 817-277-1100 (x29)
 FWS Budget POC: Bev Hodges
 Phone: 817-277-1100 (x24)

Contract Level Funding Summary	Document Number F11AC00542	Title City of Kennedale - 1	Page 3 of 3
---	--------------------------------------	---------------------------------------	-----------------------

2010 - - - 91200 - - 411C - - - - 1231CITY - - 5B - - - -

\$25,000.00

Reference Requisition: 2142011053

2011 - - - 20151 - - 411C - - - - 1231CITY - - 5B - - - -

\$7,000.00

Reference Requisition: 2142011053

Total Funding: \$32,000.00

Date: September 8, 2011

Agenda Item No: REGULAR ITEMS - A.

I. Subject:

Public hearing to receive input on the Fiscal Year 2011-2012 Proposed Budget.

1. Staff Presentation
2. Public Hearing
3. Staff Response and Summary

II. Originated by:

Sakura Moten-Dedrick, Director of Finance & IT

III. Summary:

According to Chapter 102, Section 102.006 of the Local Government Code, "the governing body of a municipality shall hold a public hearing on the proposed budget. Any person may attend and may participate in the hearing." The governing body shall also provide for public notice of the date, time and location of the hearing. This was accomplished in the Fort Worth Star Telegram on August 26, 2011.

City Staff will make a summary presentation prior to council receiving public comments, if any on the FY2011-2012 Proposed Budget, given the Council Budget Retreat/Workshop conducted on August 13, 2011.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

This is a public hearing only. Action will be scheduled during a special called meeting on September 22, 2011. The FY2011-2012 budget and tax rate will be adopted, and the FY2011-2012 budget ratified.

VIII. Attachments:

Date: September 8, 2011

Agenda Item No: REGULAR ITEMS - B.

I. Subject:

Public hearing to receive input on the Fiscal Year 2011-2012 Tax Revenue Increase.

1. Staff Presentation
2. Public Hearing
3. Staff Response and Summary

II. Originated by:

Sakura Moten-Dedrick, Director of Finance & IT

III. Summary:

According to Section 5.05 of the Texas Tax Code, the taxing unit must vote to place a proposal to adopt the proposed tax rate as an action item on the agenda of a future meeting when a proposed rate exceeds the rollback rate or the effective rate, whichever is lower, and hold two public hearings prior to. At its special called meeting on August 25, 2011, Council approved the placement of an item to adopt a proposed tax rate not to exceed \$.722500 on September 22, 2011 (special session). Furthermore, it scheduled two public hearings on the proposal to occur on September 8 (regular session) and September 15 (special session). The public was notified of both public hearing dates, times and places in the Fort Worth Star Telegram on August 26, 2011.

Taxpayers must have the opportunity to express their views on the revenue increase at each hearing, and the governing body may not adopt the tax rate at either.

City Staff will make a summary presentation prior to council receiving public comments, if any on the FY2011-2012 Proposed Tax Revenue Increase, given the Council Budget Retreat/Workshop conducted on August 13, 2011.

This is a public hearing only. Action will be scheduled during a special called meeting on September 22, 2011. The FY2011-2012 budget and tax rate will be adopted, and the FY2011-2012 budget ratified.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

AT EACH OF THE TWO HEARINGS, THE GOVERNING BODY MUST ANNOUNCE THE DATE, TIME AND PLACE OF THE MEETING AT WHICH IT WILL VOTE ON THE TAX RATE AS FOLLOWS:

DATE: SEPTEMBER 22, 2011

TIME: 7:00PM

PLACE: COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

VIII. Attachments:

Date: September 8, 2011

Agenda Item No: REGULAR ITEMS - C.

I. Subject:

Discuss and consider appointing Shirley Jackson to Place 1 and Donald Rawe to Place 5 of the Library Advisory Board.

II. Originated by:

Amethyst G. Cirmo, City Secretary and Communications Coordinator

III. Summary:

Please consider appointing Shirley Jackson (new applicant) to the Library Advisory Board, her application is attached. Donald Rawe is currently an alternate member that the board would like to move to a regular position.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Shirley Jackson Application	Shirley Jackson.pdf
----	-----------------------------	---------------------



405 Municipal Drive, Kennedale, Texas 76060

**BOARD/COMMISSION CANDIDATE
DATA SHEET**

Check all Board and Commissions of Interest and rank order of interest from 1 to 6:

- ☐ Park Board
☐ Planning & Zoning
☒ Library Advisory Board
☐ Keep Kennedale Beautiful

- ☐ Board of Adjustment
☐ Building Board of Appeals
☐ Economic Development Board

Name: Shirley Jackson

Age (Optional): _____

Home Address: 203 E. Mistletoe Dr. Kennedale, TX 76060

Home Phone: 817-561-4549 Business/Cell Phone: 682-552-4708

Email: Crjackson@sbcglobal.net Alt. Contact: _____

Resident of City for 17 Years Voter Registration No.: _____

Occupation: Medical coder/biller

Education: Some College - Continuing ed. @ TCC

Special Knowledge or Experience Applicable to City Board or Commission Function:

- ☐ Banking/Finance
☐ Building/Construction
☐ Real Estate/Development
☐ Industrial Training

- ☐ Business Development
☐ Promotion/Marketing
☐ Manufacturing/Industrial Operations
☐ Law/Contract Administration

Other information (Civic Activities, etc.): _____

I have attended one or more meetings of the board or commission for which I have applied: ☒ Yes ☐ No

Date: 8-25-11

Signature: Shirley Jackson

**RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: kturner@cityofkennedale.com**

Date: September 8, 2011

Agenda Item No: REGULAR ITEMS - D.

I. Subject:

Discuss and consider approval of AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS AMENDING CHAPTER 14, "MUNICIPAL COURT", OF THE KENNEDALE CITY CODE, AS AMENDED, CREATING THE OFFICE OF CITY MARSHAL; PROVIDING THE DUTIES OF A CITY MARSHAL; PROVIDING THAT THE CITY MARSHAL SHALL BE A PEACE OFFICER; REQUIRING A CITY MARSHAL TO TAKE AN OATH OF OFFICE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

II. Originated by:

Jennifer Bozorgnia, Municipal Court Administrator

III. Summary:

Municipal Court staff currently utilizes a variety of methods in which to dispose of cases in either pre- or post- warrant status, to include mailed notices (delinquent, past-due, warrant), phone calls, and 3rd party collection vendors. While these efforts help, we still lack the ability to enforce compliance in a timely manner. To partially relieve this problem, the Municipal Court, in conjunction with the Kennedale Police Department, implemented a Warrant Service Program in 2006. The Warrant Officer is currently a Kennedale police officer, who incorporates overtime by serving as the City's Warrant Officer and Bailiff during his time off. Officer Clarence Bullocks is performing this service at an average of 31 hours a month, and while his efforts are directly related to the disposition of over 600 cases in FY09-10, the position would be more efficient and productive if it were transitioned into a City Marshal Department employing one dedicated FTE.

As of this date, the Municipal Court holds over 3,200 warrants with an outstanding balance of over \$1,000,000. The longer a warrant is active, the more unlikely it will be served due to changing addresses, phone numbers and other locating information. With dedicated enforcement, the ability to apprehend these individuals within the first 60 days dramatically increases.

Reviewing the history of the warrant program, it is clear that having a warrant officer, even in a part-time capacity has been a successful addition. Staff recommends the following plan:

- Hire a full time warrant officer/bailiff, working a 40-hour week at the court under the immediate supervision of the Court Administrator.
- Become recognized through TCLEOSE as a separate city department.
- Establish standards and goals to be met by the warrant officer/bailiff concerning duties relating to service and collection of warrants and outstanding judgments owed to the court that assure a continued high level of production.

- Advise City Council of on-going productivity measures through City Manager update on a quarterly basis.
- Develop and work a plan for the court to increase the collection of outstanding judgments due to the City of Kennedale.
- Assign the officer as the permanent bailiff of the court, including Night Court to provide security for court personnel, defendants, and witnesses as needed.
- Assign him duties to include: Serving summons and subpoenas issued by the court, Assisting Kennedale Police Department and other law enforcement agencies in locating wanted subjects, Assisting with trials by enforcing courtroom decorum, securing witnesses, handling exhibits and jury notes, providing information, keeping the jury room secure, and keeping the judge and jury safe, Working with the Court Administrator and Police Department in coordinating and initiating all Warrant Round Ups.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Ordinance Creating the Office of City Marshal	20110908 - Ordinance To Create the Office of City Marshal.docx
----	---	--

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS AMENDING CHAPTER 14, "MUNICIPAL COURT," OF THE KENNEDALE CITY CODE, AS AMENDED, CREATING THE OFFICE OF CITY MARSHAL; PROVIDING THE DUTIES OF A CITY MARSHAL; PROVIDING THAT THE CITY MARSHAL SHALL BE A PEACE OFFICER; REQUIRING A CITY MARSHAL TO TAKE AN OATH OF OFFICE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Kennedale Municipal Court requires a law enforcement officer to serve as bailiff and warrant officer, and to provide attendant law enforcement services; and

WHEREAS, State law requires that the position of City Marshal be created by ordinance; and

WHEREAS, the City of Kennedale has previously enacted ordinances, now codified in Chapter 14 of the Kennedale City Code of Ordinances, regulating the creation and the maintenance of the Municipal Court; and

WHEREAS, in order to provide such law enforcement services in a safe and efficient manner to the Municipal Court, the City Council of the City of Kennedale, Texas has determined that the Office of City Marshal should be created.

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

SECTION 1

Chapter 14 "Municipal Court" of the Code of Ordinances of the City of Kennedale, Texas as amended, is hereby amended by adding a new Section 14-11 to read as follows:

Sec. 14-11. City Marshal

- (a) There is hereby created the office of city marshal, to be filled by qualified persons appointed by the municipal court clerk. The city marshal shall be certified as a peace officer by the Texas Commission on Law Enforcement Officers Standards and Education. There may be more than one city marshal appointed and employed at any time.
- (b) The city marshal, acting under the direction of the municipal court clerk, shall perform the following duties:

1. Execute warrants of arrest, subpoenas, and legal process issued by a judge of the municipal court;
 2. Execute other warrants of arrest, subpoenas, and legal process as determined by the municipal court clerk;
 3. Serve as bailiff and security officer in the municipal court;
 4. Other duties as assigned by the municipal court, such duties not to be in conflict with provisions of this section.
- (c) The city marshal shall serve as a peace officer with full police authority in the exercise of assigned duties. The city marshal is a paid law enforcement officer for the purpose of qualifying for survivor's assistance benefits under the provisions of the Texas Government Code, Chapter 615. The city marshal is not a member of the police department of the City; he/she shall not be assigned duties which are presently assigned to the police department of the City.
- (d) The city marshal shall take an oath of office before entering upon the discharge of his/her duties. The oath shall be subscribed by the person taking it and shall be filed and preserved in the personnel file of the city marshal. The form of oath shall be the same as required for other appointed officials of the City.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

PASSED, ADOPTED AND APPROVED by the City Council of the City of Kennedale,

Texas, this the 8th day of September 2011.

APPROVED:

Mayor, Bryan Lankhorst

ATTEST:

City Secretary, Amethyst Cirno

OFFICIAL SEAL

Date: September 8, 2011

Agenda Item No: REGULAR ITEMS - E.

I. Subject:

Discuss and consider approval of AN ORDINANCE AMENDING SECTION 2-3 OF THE KENNEDALE CITY CODE (1991), AS AMENDED, BY AMENDING, REPEALING, OR PROVIDING FOR FEES FOR CERTAIN CITY SERVICES; PROVIDING FOR THE ADOPTION OF ADDITIONAL FEES BY ORDINANCE; PROVIDING FOR THE REPEAL OF FEES INCONSISTENT WITH THE FEES ESTABLISHED HEREIN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

II. Originated by:

Sakura Moten-Dedrick, Director of Finance & IT

III. Summary:

The purpose of this ordinance is to set forth those fees and charges authorized to be charged by the City of Kennedale pursuant to specific authorization by the City Council. Fees and charges help offset both direct and indirect costs associated with the administration, investigation and implementation of ordinances and regulations applicable to development, as well as numerous other City activities and operations.

The City Council last approved revisions to this "schedule" of fees and charges on August 11, 2011 (Administrative Fees: Credit Card Fee-Utility Billing). For the purposes of this update, City staff would like to incorporate a change under Permit Fees: Oil & Gas Well-Annual Air Sampling & Reporting. Council previously approved lower fees last calendar year; however, based on a proposal we received from Modern Geosciences, the prior fees are insufficient. In other words, they will not cover internal costs for the testing. As you'll see, it's about \$4,000 per padsite higher than we expected, but I don't believe that is a significant cost difference in this industry. The fees adopted last year were for a different kind of testing that is less thorough and produces less information.

The cost for high impact wells is more expensive than for low impact wells, due to more frequent monitoring. We propose monitoring high impact sites quarterly instead of annually. The proposed fee for additional monitoring as needed is not likely to be used, but we want to include a way to do more monitoring in the event that a well site generates a lot of complaints or in case we become concerned there might be a problem. If we detect a problem, we are not in a position to impose standards stricter than what is permitted by state law, but we would be in a position to make operators and state regulators aware of the problem.

*New changes to the schedule are denoted in red on attached Schedule of Fees.

IV. Fiscal Impact Summary:

Fees collected for air monitoring will be used to pay the consultant responsible for monitoring.

V. Legal Impact:

The city has no ordinance in place regulating air pollution and does not plan to adopt such regulations. Once air monitoring has been conducted, if pollution levels in excess of state standards are found to be present, we will give the data collected to the appropriate state agencies for enforcement.

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Schedule of Fees Ordinance	Schedule of Fees Ordinance.docx
2.	Exhibit A: Fee Schedule	Schedule Of Fees.xlsx

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-3 OF THE KENNEDALE CITY CODE (1991), AS AMENDED, BY AMENDING, REPEALING, OR PROVIDING FOR FEES FOR CERTAIN CITY SERVICES; PROVIDING FOR THE ADOPTION OF ADDITIONAL FEES BY ORDINANCE; PROVIDING FOR THE REPEAL OF FEES INCONSISTENT WITH THE FEES ESTABLISHED HEREIN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, in order to offset costs associated with the administration, investigation and implementation of ordinances and regulations applicable to development and other activities, the City Council has previously established a schedule of fees; and

WHEREAS, the City Council now desires to update its schedule of fees by amending or repealing certain fees and adopting new fees; and

WHEREAS, the City Council desires to repeal all previously adopted fees, which are inconsistent with fees established by this ordinance.

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

SECTION 1.

Section 2-3 of the Kennedale City Code (1992), as amended, is hereby amended to read as follows:

“Sec. 2-3. Fees for Licenses, Inspections, Permits, etc.

- (a) All persons, firms or corporations applying for licenses, inspections, permits or other city services, activities or uses that, by their nature, require the applicant to pay a fee incident to such application, shall be required to pay the following fees as established in Exhibit “A.”

- (b) The City Council shall periodically review the need for and the amount of fees for city services, uses and activities and shall adopt or revise it from time to time.
- (c) In addition, the fees established in paragraph (a) above, the City Council may adopt other ordinances from time to time establishing various fees for city services, activities and uses.
- (d) It shall be a violation of this Section to conduct any activity or commence any use for which the payment of a fee is required unless such fee has been paid.”

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

All rights and remedies of the City of Kennedale are expressly saved as to any and all violations of the provisions of Section 2-3 of the Kennedale City Code (1991), as amended, or any other ordinance or code provision affecting fees which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.

The City Secretary of the City of Kennedale is hereby directed to publish the caption, penalty clause, publication clause and effective date of this ordinance in every issue of the official newspaper of the City of Kennedale for two days, or one issue of the newspaper if the official newspaper is a weekly newspaper, as authorized by Section 52.011 of the Local Government Code.

SECTION 7.

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

PASSED, ADOPTED AND APPROVED by the City Council of the City of Kennedale, Texas, this the 8th day of September 2011.

APPROVED:

Mayor, Bryan Lankhorst

ATTEST:

Amethyst Cirno, City Secretary

EXHIBIT A: SCHEDULE OF FEES
(09-08-11 Draft)

ADMINISTRATIVE FEES (CURRENT)

Ballfields		
KYA-Annual Lease Agreement		
Day	\$20.00	
Night	\$40.00	
Business License	\$15.00	
Itinerant Vendor License	\$100.00	
Certificate of Occupancy	\$55.00	
Credit Card Fees		
Municipal Court	3%	When payment of any fee, fine court cost or other charge related to Kennedale Municipal Court is made by credit card via phone, online or in-person, a fee equaling three (3) percent per fine, fine, court cost or other charge paid by credit card will be added to the fee, fine, court cost or other charge paid.
Utility Billing	\$1.00	When payment of any fee or other charge related to Kennedale Utility Billing is made by credit card via phone only, a fee equaling five dollar (\$5.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.
Permitting	3%	When payment of any fee or other charge related to Kennedale Permitting is made by credit card via phone, online or in-person, a fee equaling three (3) percent per fee or other charge paid by credit card will be added to the fee or other charge paid.
Miscellaneous/Other Activity	\$1.00	When payment of any fee or other charge related to any other miscellaneous activity is made by credit card via phone, online or in-person, a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.
		If, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn, the city shall collect the same amount as the fee charged for the collection of a check drawn on an account with insufficient funds from the person who owes the fee, fine, court cost or other charge in addition to the original fee, fine, court cost or other charge.
Returned Check	\$30.00	
Request For		
Annexation	\$200.00	
Zoning Change or Amendment	\$500.00	0-10 Acres
	\$1,500.00	10 Plus More Acres
Variance	\$250.00	
Special Use Permit	\$250.00	
Fingerprinting of Citizens for Record Checks	\$7.50	Per Card

EXHIBIT A: SCHEDULE OF FEES

(09-08-11 Draft)

Gathering Station Inspection	\$1,000.00	
Printouts/Copies From Plotter	\$1.00	Per Square Foot
Request for Vehicle Accident Reports	\$6.00	Per Report
Community Center Rentals		
Residents	\$30.00	Per Hour During Library's Normal Hours, Minimum \$100 Required
	\$40.00	Per Hour During Library's Closed Hours, Minimum \$100 Required
Non-Residents	\$40.00	Per Hour During Library's Normal Hours, Minimum \$100 Required
	\$50.00	Per Hour During Library's Closed Hours, Minimum \$100 Required
Deposit (Applies To All Users)	\$150.00	May Be Refunded Upon Successful Inspection
Pavillion Rentals		
Residents	\$35.00	For 2 Hours, \$65 For 4 Hours, \$90 For 6 Hours, \$115 For 8 Hours
Non-Residents	\$75.00	For 2 Hours, \$105 For 4 Hours, \$130 For 6 Hours, \$115 For 8 Hours
Deposit (Applies To All Users)	\$50.00	May Be Refunded Upon Successful Inspection
Library		
Overdue Book	\$0.15	Per Day
Photocopies From Copier	\$0.10	Per Page
Printouts From Computer	\$0.25	Each (First 5 Copies)
	\$0.10	Each Page Thereafter
Materials Lost or Damaged Beyond Repair	\$5.00	Processing Fee + Listed Retail Price
Repair of Inventory Material	Actual Cost	
Sale of Storage Device (Floppy, Disc, CD, Other)	Actual Cost	
Interlibrary Loan	No Charge	
Laminated Library Card Replacement	\$2.00	
Repair of CD/DVD	\$1.00	
Transmittal Fax Only (Local)	\$1.00	First Page, \$.25 Each Page Thereafter
Transmittal Fax Only (Long Distance)	\$2.00	First Page, \$.50 Each Page Thereafter
Mowing and/or Cleaning Property (Contractor)	Actual Cost	Plus \$75.00 Administrative Fee
Deposit-Residential Water	\$60.00	
Deposit-Residential Sewer	\$30.00	
Deposit-Commercial Water	\$75.00	
Deposit-Commercial Sewer	\$50.00	
Deposit-Commercial/Industrial w/High Consumption	-	1/6 of Annual Consumption
Deposit-Water for Cleanup (15 Day Temp Service)	\$30.00	Per Day
Use of Bulk Unmetered Water	-	Rate Times Estimated Gallons
Deposit-Use of Bulk Water Meter (Fire Hydrant)	\$600.00	Plus \$50 Service Fee
Deposit-Use of Bulk Water Meter (Gas Drilling)	\$1,000.00	Plus \$50 Service Fee
Water Administrative Fee (Appear On Cut List)	\$20.00	
Water Transfer Fee	\$15.00	
Disconnect Service At The Main	Actual Cost	
Move City Utilities	Actual Cost	
Private Water Well Permit & Inspection	\$75.00	
Liquid Waste Permit	\$50.00	

EXHIBIT A: SCHEDULE OF FEES

(09-08-11 Draft)

Liquid Waste Trip Ticket Book	\$20.00	
Wrecker License and/or Permit	\$20.00	
Garage Sale Permit	\$10.00	
Preliminary Plat	\$300.00	Plus \$5.00 Per Lot
Final Plat	\$300.00	Plus \$10.00 Per Lot
Replat	\$500.00	0-10 Acres
	\$1,500.00	10 Plus More Acres
Minor Plat, Vacated Plat, Amended Plat	\$300.00	Plus \$5.00 Per Lot
Plat Filing Fees	\$5.00	Administrative Fee

PERMIT FEES

MECHANICAL CODE PERMITS & INSPECTIONS

Single Family, Duplex, Townhouse, Etc.	\$110.00	Per Air Handling Unit
Apartments, Condominiums, Triplex & Larger	\$110.00	Each Dwelling
Commercial Cooling/Heating System		
Less Than 100 tons	\$110.00	Per Air Handling Unit
101+ More Tons	\$110.00	Per Air Handling Unit

MISCELLANEOUS

Replacement of Furnaces, Condensing Unit or Cooling/Heating System	\$55.00
Vent-A-Hood For Commercial Cooking	\$55.00
Minimum Fee For Single Permit	\$55.00
Re-Inspection Fee	\$55.00
Mechanical Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

FIRE CODE PERMITS, INSPECTIONS & FEES

Fire Report	\$15.00	
EMS Report	\$15.00	
Fire Inspection (Annual, Bi-Annual of CO)	No Charge	
Re-Inspection	No Charge	
2 nd Re-Inspection	\$55.00	
3 rd or more Re-Inspection	-	Fee Doubles For Each Subsequent Inspection
Site Plan Review	\$55.00	
Building/Fire Plan Review	\$55.00	
Fire Code Appeal	\$100.00	
Fire Suppression Systems	\$55.00	
Engine Standby Fee	\$150.00	Hourly
Brush Truck Standby Fee	\$75.00	Hourly
HazMat Squad Standby Fee	\$300.00	Hourly
Fire Marshall Standby Fee	\$40.00	Hourly

EXHIBIT A: SCHEDULE OF FEES
(09-08-11 Draft)

Paramedic Standby Fee	\$30.00	Hourly
False Alarm (3 rd or More)	\$55.00	Fee Doubles For Each Subsequent Alarm
Ambulance Fees	Actual Cost	The actual cost of ambulance service shall be established according to the reasonable and customary reimbursement allowances used by applicable insurance carriers, as reviewed and approved by the City Manager on a quarterly basis.
OIL & GAS WELL PERMITS & FEES		
Fee Assessed Per Application Per Pad Site		
1st Well Requested On An Application for Pad Site	\$5,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
2nd Well Requested On Same Application for Same Pad Site	\$4,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
3rd Well Requested On Same Application for Same Pad Site	\$3,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
Each Additional Well On Same Application for Same Pad Site	\$2,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
Annual Inspection Per Well	\$2,000.00	\$300 Per Additional Well On Same Pad Site
Annual Air Sampling & Reporting Fee Per Pad Site	\$7,500.00	May Be Reduced \$5,000 for Pad Sites W/ Demonstrated History of Air Sampling & Reporting to City Standards and No Known Air Quality or Air Sampling Concerns
Annual Air Sampling & Reporting Fee Per Pad Site For Low-To-Moderate Impact Sites	\$12,000.00	
Annual Air Sampling & Reporting Fee Per Pad Site For High Impact Sites (To Be Determined By City)	\$45,000.00	May Be Paid In Quarterly Installments
Annual Air Sampling & Reporting Fee As Needed	\$12,000.00	Per Instance Of Additional Monitoring
<i>BUILDING CODE PERMITS, INSPECTIONS AND PLAN REVIEWS</i>		
Construction Table Based On Total Valuation:		
\$1.00 to \$500.00	\$23.50	
\$501.00 to \$2,000.00	\$23.50	For the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25	For the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00

EXHIBIT A: SCHEDULE OF FEES

(09-08-11 Draft)

\$25,001.00 to 50,000.00	\$391.25	For the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75	For the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75	For the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75	For the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 & Up	\$5,608.75	For the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof
<u>MISCELLANEOUS</u>		
Alterations and Repairs To Existing Structures	-	Per Construction Table Above
Detached Garages	-	Per Construction Table Above
Carports	-	Per Construction Table Above
Patio Covers	-	Per Construction Table Above
Portable Building (Max. 150 sq. ft.)	-	Per Construction Table Above
Accessory Building (Max. 150 sq. ft.)	-	Per Construction Table Above
Swimming Pool (Above ground)	-	Per Construction Table Above
Swimming Pool (In-ground)	-	Per Construction Table Above
Fireplace	-	Per Construction Table Above
Demolition	\$55.00	
Underground Storage Tanks (Includes Gas Lines To Tank)	-	Per Construction Table Above
Tent (Commercial) >200 sq.ft.	\$55.00	
Carnival or Temporary Amusement	\$55.00	
Canopy> 400 sq.ft.	\$55.00	
Signs	-	Per Construction Table Above
Fence	-	Per Construction Table Above
Drive Approach	\$55.00	
Reinspection Fee	\$55.00	
Moving Buildings into the City	\$100.00	
Building Code Appeal	\$100.00	
<u>PLUMBING CODE PERMITS & INSPECTIONS</u>		
Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot
Unit Fee Schedule		
Each Plumbing Fixture, Trap or Set Fixture, Etc.	\$55.00	
Each Building Water Line	\$55.00	
Each Building Sewer Line	\$55.00	

EXHIBIT A: SCHEDULE OF FEES

(09-08-11 Draft)

Installation/Repair of Water Piping and/or Water Treatment Equipment	\$55.00	
Repair or Alteration of Drainage or Vent Piping	\$55.00	
Each Lawn Sprinkler System On Any One Meter, Including Backflow Protection	\$55.00	
Private Sewage Disposal System	\$55.00	
Industrial Waste Pre-Treatment Interceptor	\$55.00	
Gas Fired Applicable W/Special Vent Pipe	\$55.00	
Each Gas Piping System (1-4 Outlets)	\$55.00	
Each Gas Piping System (5 Plus More Outlets)	\$55.00	
Repair of Existing Piping	\$55.00	
Fireplace Piping & Valve	\$55.00	
Gas Line Pressure Check	\$55.00	
Yard Line Pressure Check	\$55.00	
<u>MISCELLANEOUS</u>		
Reinspection Fee	\$55.00	
Minimum Calculation		
Single Residence	\$55.00	
Non-Residence Unit	\$55.00	
Plumbing Code Appeal	\$100.00	
All Unlisted Permits Per Inspection	\$55.00	
<u>ELECTRICAL CODE PERMITS & INSPECTIONS</u>		
Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot
In-Ground, Residential Swimming Pool	\$110.00	
Electric Generators Used By Carnival, Circuses, Travling Shows, Exhibits	\$55.00	
<u>MISCELLANEOUS</u>		
Fixed Residential Appliances Or Receptacle Outlets, Etc. (As In City Code)	\$55.00	
Receptacles, Switch, Lighting or Other Outlet Holding Devices	\$55.00	
Services of 600 Volts or Less:		
Not Over 200 Amps	\$55.00	
Over 600 Volts or Over 1,000 Amps	\$55.00	
(As in City Code) each Power Apparatus	\$2.00	
Rating in Horsepower, Etc.		
Up To & Including 1, Each	\$55.00	
Over 1, Up To 10, Each	\$55.00	
Over 10, Up To 50, Each	\$55.00	
Over 50, Up To 100, Each	\$55.00	

EXHIBIT A: SCHEDULE OF FEES

(09-08-11 Draft)

Over 100, Each	\$55.00
Signs, Outline Lighting or Marquees From	
One Branch Circuit, Each	\$55.00
Additional Branch Outlets	\$55.00
Temporary Power To Any Structure (Max 90 Days)	\$55.00
Miscellaneous	
Minimum For Any Single Permit, Except Temporary Construction Pole	\$55.00
Reconnects	
Reinspection Fee	\$55.00
Electrical Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

REGISTRATION

Contractor Registration Fees In Accordance With Article XIII, Chapter 4 of This Code

Initial Registration	\$100.00	
Annual Renewal	\$50.00	
Sub-Division Construction Inspection Fees	4%	Of Construction Cost
Tree Permit	\$150	Per Acre With \$150 Minimum

WATER & WASTEWATER FEES

Water Tap Fee (No Street Cut)		
3/4"	\$475.00	Plus \$300 Meter Set Fee Plus Cost Of Meter
1"	\$525.00	Plus \$350 Meter Set Fee Plus Cost Of Meter
1 1/2"	\$950.00	Plus \$550 Meter Set Fee Plus Cost Of Meter
2"	\$1,075.00	Plus \$700 Meter Set Fee Plus Cost Of Meter
3" or Larger	Actual Cost	Plus Actual Cost Meter Set Fee Plus Cost Of Meter
Water Tap Fee (With Street Cut or Bore)		
3/4"	\$925.00	Plus \$300 Meter Set Fee Plus Cost Of Meter
1"	\$975.00	Plus \$350 Meter Set Fee Plus Cost Of Meter
1 1/2"	\$1,400.00	Plus \$550 Meter Set Fee Plus Cost Of Meter
2"	\$1,525.00	Plus \$700 Meter Set Fee Plus Cost Of Meter
3" or Larger	Actual Cost	Plus Actual Cost Meter Set Fee Plus Cost Of Meter
Sewer Tap Fee (No Street Cut)		
4"	\$425.00	
6"	\$600.00	
8" or Larger	Actual Cost	
Sewer Tap Fee (With Street Cut or Bore)		
4"	\$875.00	
6"	\$1,050.00	
8" or Larger	Actual Cost	
Meter Calibration Fee		
City Staff	\$45.00	Only If Meter Determined Accurate

EXHIBIT A: SCHEDULE OF FEES
(09-08-11 Draft)

Independent Testing Company	\$125.00	Only If Meter Determined Accurate
Meter Tampering Fee		
Tampering with Meter	\$100.00	Per Offense Plus Cost Of Repair/Replacement
Tampering with Lock or Cutting Lock	\$100.00	Per Offense Plus Cost Of Repair/Replacement